

AGREEMENT

Between

**THE CLARK BOARD OF EDUCATION
OF THE TOWNSHIP OF CLARK
UNION COUNTY, NEW JERSEY**

and

THE CLARK ADMINISTRATOR ASSOCIATION

July 1, 2008 - June 30, 2011

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ARTICLE I - RECOGNITION

Pursuant to the provisions of Chapter 123, Public Laws of 1974, known as the New Jersey Employer-Employee Relations Act, the Board of Education of the Township of Clark, being satisfied that the Clark Administrators Association represents the administrative personnel of its district, namely Coordinators, Principals, Vice Principals, Directors and Supervisors, does hereby recognize the Clark Administrators Association as the exclusive representative for collective negotiations for the aforesaid personnel, whether on contract, or on leave, now employed or hereafter employed, unless the Board of Education is directed to recognize another representative by the Public Employment Relations Commission (PERC) or a court of competent jurisdiction.

ARTICLE II - SICK LEAVE

- a. Staff members covered by this agreement shall receive fifteen (15) days per year sick leave during each year of employment at full pay. All unused sick days shall be accumulated to a maximum of fifteen (15) days per year for use in subsequent years.
- b. Upon retirement, the employee shall receive for accumulated sick days the following:

7/1/97 - 6/30/99 - \$45 per day and not to exceed 250 days

However, all employees who begin their employment as an administrator on or after July 1, 2002, shall have their accumulated days capped at a maximum payment of \$6,750.

If an employee dies while still in the employ of the Clark Board of Education, the employee's estate shall receive the employee's pay for accumulated sick leave entitlement as if the employee had retired.

ARTICLE III - PERSONAL LEAVE

All staff members covered by this agreement shall receive upon application to the Superintendent in writing, and with the approval of the Superintendent, a total of four (4) personal leave days per year at full pay of which no more than three (3) days may be taken consecutively at any one time. The purpose of these days is to take care of religious, business or timely needs which cannot be attended to except during school hours.

Application for personal days should be submitted as far in advance as possible to the Superintendent of Schools.

In case of emergency, verbal approval may be given by the Superintendent for a period not to exceed two (2) days. Regular channels will be used if a longer time is needed.

Such days are intended to cover conditions over which the staff member has no control. These are not intended as additional holidays.

In the event that personal days are not used during a year, up to four (4) of those unused days may be carried over to the succeeding year and may be allowed, with reasons stated, not to exceed an aggregate total of eight (8) days in any one year.

For serious illness of any relative living in the employee's immediate household, upon receipt of a doctor's certificate, and approved by the Superintendent--not to exceed three (3) days in any one year. If a relative lives outside the employee's immediate household, the following criteria shall apply in addition to those requirements specified above: verification by the employee as to the nature and extent of the illness, the relationship to the employee, and the need for the employee to attend to the relative.

ARTICLE IV - DEATH IN IMMEDIATE FAMILY

All staff members covered by this agreement shall, with the approval of the Superintendent, receive personal days at full pay for death in the immediate family. Immediate family is defined a spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, aunt, uncle, members of immediate household and grandparents of the employee and/or employee's spouse.

The number of days allowable is dependent on each individual situation and the employee's responsibilities in making funeral arrangements. Generally, such absence should not extend beyond the day of the funeral.

ARTICLE V - LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence for the care of an infant following natural birth shall be granted upon request to the Superintendent subject to provisions in this agreement.

In all instances of pregnancy, the employee shall inform the Superintendent at least three (3) months prior to the anticipated birth date whether she intends to take an extended leave without pay following her disability.

The leave of absence shall be without pay and shall commence and end at a date mutually agreed upon by the Board of Education and the applicant, taking into consideration both the interests of the employee and the students' concern.

A child-rearing leave shall not extend beyond one official school year which begins after the close of the school year in which the leave begins.

In case of a non-tenured person, the leave shall not extend beyond the contract year of employment.

Any staff member adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE VI - HOLIDAYS

Employees shall be entitled to seventeen (17) undesignated holidays which shall be established by the Board. These days may be increased in the event that Rosh Hashanah and Kippur are celebrated when school would be otherwise in session.

ARTICLE VII - VACATION

- A. Employees who hold twelve (12) month positions shall be entitled to 22 days of vacation with pay to be taken in the year subsequent to the year in which it is earned. Any ten and one half (10.5) month positions shall follow the School Calendar for the school year with an additional ten (10) days of work to be scheduled after the close of school in June and before the opening in September.
- B.
1. Except in the event of an emergency, four (4) uninterrupted calendar weeks of vacation shall be guaranteed during the months of July and August. The scheduling of these weeks and all other vacation days shall be approved in writing by the Superintendent of Schools. All other portions of the earned vacation period may be taken consecutively or as individual days as approved by the Superintendent of Schools.
 2. In order to expedite the scheduling of vacations and to enable the Superintendent of Schools to coordinate the school's requirements with the request of the members of the Association, members will submit through the C.A.A. a requested vacation schedule for all members to the Superintendent of Schools no later than June 1st. The requests will be reviewed by the Superintendent of Schools who may either accept the requests or return them with comments as to the reasons why the requests cannot be accommodated. The requesting members will then revise the requests and resubmit same through the C.A.A. President.
- C. It is the intention of the Board and the Association that vacation days may only be taken when school is not in session, except in the case of an emergency, but only after prior approval from the Superintendent. The Superintendent may, also, in emergency situations, request in writing that vacation time in whole or in part be rescheduled or, if necessary, eliminated. In that event the employee will either have vacation time carried forward or receive payment in lieu of vacation. No employee shall be permitted to carry over more than five (5) days of unused leave from one year to the next school year. The employee may state his/her preference but the final determination will be made by the Superintendent and approved by the Board of Education.
- Staff members covered by this agreement shall receive full pay for accumulated vacation days upon retirement not to exceed 40 days.
- D. All decisions by the Superintendent as to approval and/or modification to vacation schedules shall not be subject to the grievance procedures.

ARTICLE VIII - ADVANCED STUDY GRANT

Staff members covered by this agreement who have completed their second year of employment in Clark are eligible to apply for financial grants for advanced study. Grants will be provided up to 90% tuition costs for any accredited college or university actually attended for these credits. Up to twelve (12) semester hours may be granted during any fiscal year, except that where a staff member is in a degree program, up to eighteen (18) semester hours may be granted during any fiscal year. In addition, cost of books and laboratory fees will be paid up to \$50 of such costs connected with the courses studied.

Staff members in their second year of employment in Clark will be eligible for (1) course in each of the Fall and Spring semesters not to exceed a total of six (6) semester hours.

Notification of intent to pursue course work must be submitted by November 1 for the year beginning the following July through June. Forms for this purpose may be obtained in your school office. General information is sufficient at this time, such as, a three (3) semester hour course in reading. Later, the course number and title can be supplied when they are known.

Reimbursement for expenses covered by the Grant will be processed for payment upon notification from the college of successful course completion.

Application for Advanced Study Grants will be forwarded to the Superintendent of Schools for review, after which, recommendations will be presented to the Board of Education for approval or rejection. The following guidelines will apply:

- a. Application for a Grant must be made by November 1 of the year preceding the fiscal year in which course will be pursued. At this time, the number of Summer courses and the semester hours of credits will be designated. Application for first semester courses must be made final by December 15 in the fiscal year. Applications must be submitted on the form provided. As soon as specific course designations can be determined, the Superintendent must be notified.
- b. Applicant will state the purpose for desiring additional study.
- c. Applicants may apply in consecutive years or otherwise.
- d. Tuition grants are not used by staff members who are already receiving aid from other sources unless such aid shall be shown to be less than allowed by this agreement in which case a grant for the differential should be requested.
- e. Staff members who plan to leave the Clark Schools through retirement or resignation should not apply.

- f. Staff members who leave the Clark Schools during the year of the Grant will be credited with not more than 50% of the amount of the Grant if departure occurs during the first seven (7) months of the school year and will be credited in full for departure thereafter.
- g. A short report at the conclusion of the course must be made to the Superintendent which summarizes the knowledge attained in the course in relationship to teaching and to the school system as a body.
- h. If a course taken is not satisfactorily completed, a consultation with the Superintendent and his recommendation are required before Grants are approved.

ARTICLE IX - FRINGE BENEFITS

Staff members covered by this agreement will receive the following fringe benefits;

- a. Major Medical coverage shall be provided by an approved carrier under contract with the Board of Education.

7/1/08 - 6/30/11 -- 100% for employee and 100% for family coverage.
Employees shall be responsible for \$20 co-payments for in-network office visits.
- b. Group Dental Insurance

7/1/08 - 6/30/11 -- 100% for employee and 100% for family coverage.
- c. Prescription Drug Plan -- \$20 employee co-payment for brand name,
\$10 employee co-payment for generic, and
\$ 5 employee co-payment for mail order prescriptions.
- d. Vision care - 100% for employee and 100% for family
coverage

A re-opener clause is included for the re-opening of negotiations if other employees are provided changes in their health benefits during the term of their contract.

ARTICLE X -CONFERENCES, CONVENTIONS, WORKSHOP GRANTS

Staff members covered by this agreement shall be given opportunities to attend local and national professional meetings to help expand their horizons.

ARTICLE XI - PROFESSIONAL DUES

All professional dues listed shall be paid by the Clark Board of Education to a maximum of \$750 per person.

Principal

National Association of Elementary School Principals (NAESP)
National Association of Secondary School Principals (NASSP)
Association for Supervision of Curriculum and
Development (ASCD)
New Jersey Principals and Supervisors Association (NJPSA)

Director of Special Services

Association for Supervision and Curriculum Development
New Jersey Association for Supervisor's and Curriculum
Development
National Association of Pupil Personnel Administrators
New Jersey Association of Pupil Personnel Administrators
New Jersey Principal's and Supervisor's Association

ARTICLE XII - TRAVEL REIMBURSEMENT

Administrators will be reimbursed for travel expenses within and around the district according to existing Board of Education policy, No. 4133 at the IRS rate in effect on July 1 of the applicable school year.

ARTICLE XIII - GRIEVANCE PROCEDURE

The administrators covered by this contract reserve the right to use the same procedure as in Article V in the teachers' contract.

ARTICLE XIV - SALARIES

Twelve (12) month unit employees base salaries shall be increased \$4000 for the 2008-2009 school year; \$4000 for the 2009-2010 school year; and \$3500 for the 2010-2011 school year. Ten and one half (10.5) month unit employees base salaries shall be increased by \$3500 for the 2008-2009 school year; and \$3500 for the 2009-2010 school year; and \$3500 for the 2010-2011 school year. However, all newly hired and filled positions in this unit shall receive an amount in a salary range upon initial hire as stated below:

Principal/Directors	\$90,000 - - - \$135,000
Vice Principals	\$85,000 - - - \$120,000
Supervisors	\$65,000 - - - \$105,000


ARTICLE XV - TERMINATION AND EXTENSION AGREEMENT

- A. The terms of this Agreement, inclusive of salary schedules, shall extend through June 30, 2011.
- B. This Agreement shall continue in full force beyond the termination date if agreed upon in writing by both parties.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year above written.

THE CLARK BOARD OF EDUCATION
of the Township of Clark
Union County, New Jersey

ATTEST



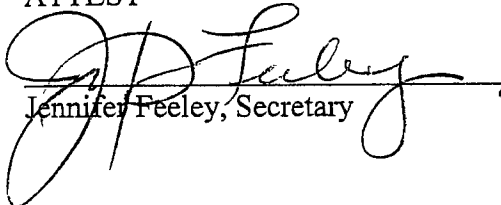
Roger A. Larson, Board Secretary

By 


Michael Bonaccorso, Board President

THE CLARK ADMINISTRATORS
ASSOCIATION

ATTEST



Jennifer Feeley, Secretary

By 

Richard Delmonaco, President

SIDEBAR AGREEMENT

This agreement made this 16 day of June 2010 between the Clark Board of Education (hereinafter referred to as the "Board") and the Clark Administrators Association (hereinafter referred to as the "Association"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Board and the Association are subject to the provisions of a collective negotiations agreement for the period of July 1, 2008 through June 30, 2011 (hereinafter referred to as the "Agreement").

WHEREAS, members of the Association includes all principals and assistant principals; and

WHEREAS, in an effort to improve educational economy and efficiency, the parties have agreed to eliminate the position of twelve (12) month elementary principal and twelve (12) month assistant principal positions in favor of ten (10) month positions;

NOW, THEREFORE, based upon the foregoing promises and the mutual promises and covenants contained herein, the Parties agree as follows:

1. All elementary principals and assistant principals shall follow the 12-month employee calendar, except as set forth herein. All effected employees shall be required to work an additional five (5) days during the summer break, which days must be worked in July or August, and an additional five (5) days prior to start off the academic year, which days must be worked in August. All effected employees shall receive ten (10) compensatory days to be taken during the course of the school year as compensation for these additional work days. Any compensatory days not taken during the course of the school year shall be lost.
2. Any effected employee required to work additional days during the summer beyond those referred to in Section 1 shall be compensated at the employee's per diem rate. Additional days must be approved by the Superintendent.
3. Effected employees shall continue to receive four (4) personal days and shall receive 14 paid holidays.

4. The number of sick days to which effected employees are entitled shall be reduced from fifteen (15) to thirteen (13).
5. Affected principals shall receive compensation for the loss of twenty-two (22) vacation days due during the 2010-2011 academic year.
6. During the 2010-2011 school year, all affected employees shall be paid at a rate of ten-twelfths (10/12) of their 2009-2010 salary plus the annual increase otherwise set forth in the current Agreement (\$3,500 for principals).
7. This Agreement supersedes all prior oral or written agreements and understanding between the parties; it contains the full understanding of the parties with respect to this subject matter; and there are no representations, warranties, agreements or undertakings other than those expressly contained in this Agreement

CLARK BOARD OF EDUCATION



PRESIDENT

ATTEST:



DATE:

6/16/10

CLARK ADMINISTRATORS ASSOCIATION



PRESIDENT

ATTEST:

DATE:

6/16/10