

AGREEMENT

between

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

and

THE CLARK EDUCATION ASSOCIATION

JULY 1, 2004 to JUNE 30, 2007

Revised: March 24, 2005

ADJUST PAGE NUMBERS

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AGREEMENT

This Agreement, made this ____ day of _____, _____, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF CLARK, County of Union, New Jersey, a municipal corporation, hereinafter referred to as the "Board", and the CLARK EDUCATION ASSOCIATION, hereinafter referred to as the "Association", is effective as of July 1, 2004.

PREAMBLE

It is the intent and purpose of the parties hereto to establish a basic Agreement relative to terms and conditions of employment in accordance with New Jersey Statutes Annotated Title 34:13A-1 to 13A-13, as amended, and all other applicable statutes.

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the following employees: All regularly employed, full-time and-part-time certificated and non-certificated employees, including teachers, school nurses, child study team members, extra-curricular and co-curricular positions, secretarial and clerical employees (including library aides), maintenance employees, administrative assistants, computer operators, and computer technician/av technician, athletic scheduler, and athletic trainer.

B. Excluded from the collective bargaining unit are casual employees, managerial executives, confidential employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.* (the "Act"); principals, helping teacher; curriculum coordinator; directors of special services, summer school and recreation; superintendent; business administrator; secretary to the Board of

Education; maintenance foreman; district accountant; seasonal employees; temporary employees; substitutes; substitute caller, classroom aides, playground aides and lunchroom aides; subject supervisors, and all other employees of the Board.

C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

D. The Superintendent or his designee will supply a copy of this Agreement to each employee within seven (7) calendar days of their initial employment.

E. The Superintendent or his designee will notify the President of the Association when a new employee is hired by providing the President with a copy of the correspondence to the new employee notifying him/her of the Board approval of the appointment

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with New Jersey Statutes Annotated Title 34:13A-1 to 13A-13 as amended in good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin no later than dates established by PERC.

B. If any part of this Agreement is held invalid by an agency of proper jurisdiction, the remaining portions of this Agreement will remain in effect for the remainder of the term of this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - MANAGEMENT RIGHTS

A. The Board of Education reserves to itself jurisdiction and authority over matters of policy and management functions and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with all applicable laws and regulations.

1. to control the executive management and administration of the school system and its properties and facilities;
2. to hire, promote, transfer, assign and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
3. to relieve employees from duty because of lack of work or for other legitimate reasons;
4. to maintain efficiency of the school district operations entrusted to them;
5. to determine the methods, means and personnel by which such operations are to be conducted;
6. to establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social activities for students, as deemed necessary or advisable by the Board; and
7. to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the Laws of the State of New Jersey or any other State Laws or regulations as they pertain to education.

ARTICLE IV - JUST CAUSE

No employee shall be disciplined without just cause.

ARTICLE V - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate administrative staff member.

C. 1. The term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. Any grievants(s) shall be entitled to Association representation at any level of the procedure.

3. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

4. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew a contract of a non-tenure employee; or a non-tenure appointment of a tenured employee which arises by reason of his not being re-employed or re-appointed to the non-tenure position;

b. In matters where a method of review is prescribed by law, any rule, or regulation, or by decision of the State Commissioner of Education or the State Board of Education having the force and effect of law;

c. In matters where the Board is without authority to act;

d. In matters prescribed by law involving the sole and unlimited discretion of the Board;

e. In matters prescribed by law where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available under provisions of State Law.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The grievant or the Association institute action under the provisions hereof within twenty (20) working days after the grievant is made aware or should have been aware of the event giving rise to the grievance has occurred by discussing the grievance orally with his immediate Director/Supervisor or Principal, and an earnest effort shall be made to settle the differences between grievant and the immediate superior for the purpose of resolving the matter

informally. Where the immediate superior is below the rank of principal, the principal shall be notified and shall be present at and participate in said hearing, unless the employee is not subject to the jurisdiction of any principal. Failure to act within said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: a. If no agreement can be reached within five (5) working days of the initial discussion with the immediate superior or no decision has been rendered by the immediate supervisor, the grievant or the Association may present the grievance in writing within ten (10) working days thereafter to the Superintendent of Schools or his designated representative. The written grievance at this step shall contain the nature of the grievance, the contractual provision alleged to have been violated, the results of the previous discussion, and the redress sought. A grievance shall only be processed if the attached form is utilized by the grievant and/or Association [Appendix A].

b. A copy of the written grievance and submission at this step shall be furnished to the principal.

c. Within ten (10) working days from the receipt of the written grievance (unless a different period is mutually agreed upon in writing), the Superintendent or his designated representative shall hold a hearing at which all parties in interest shall have the right to be heard.

d. The Superintendent or his designated representative shall answer the grievance in writing within ten (10) working days from the date of the hearing, and a copy of said determination shall be forwarded to the school principal, the immediate superior of the grievant and the President of the Association.

Step Three: a. If the Association or the grievant wishes to appeal the decision of the Superintendent, such appeal shall be presented in writing to the Board of Education within ten (10) working days after the employed received the decision. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

b. A copy of the written grievance and submission at this step shall be furnished to the Superintendent of Schools and the Principal, the employee and the President of the Association.

c. When submitting the grievance at this step, the Association /the grievant may, in writing, request a hearing before the Board. If such a request is made, action shall be initiated within ten (10) working days to schedule a mutually satisfactory hearing date.

d. If the Association /grievant at this step does not request a hearing, the Board may consider the appeal on the written record submitted to it, along with any other statements or written evidence supplied to the Board by any person at the Board's request, or the Board may, at its request, conduct a hearing scheduled at a mutually satisfactory date and time.

e. The Board shall respond, in writing, to the grievance within thirty (30) working days from the date of the submission or the date of the hearing, if a hearing is held. Copies of the Board's decision shall be forwarded to the grievant, the Association, the Superintendent and the Principal.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten

(10) working days thereafter. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The Arbitrator shall decide, as a preliminary question, if necessary, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding. The decision of the Arbitrator shall be issued within 30 days.

F. In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent of Schools, the aggrieved/Association employee shall initiate the grievance procedure at Step Two.

G. Where three (3) or more employees having a "group grievance" work under the jurisdiction of at least two (2) building administrators/supervisors, then one (1) grievance covering all such employees shall be initiated at Step Two. The grievance shall be given to each administrator/supervisor involved, and each such administrator/supervisor shall be given a copy of the grievance or grievances when it is submitted to the Superintendent of Schools.

H. Where three (3) or more employees having a "group grievance" work under the jurisdiction of one (1) administrator/supervisor, then one (1) group grievance shall be

initiated at Step One of the grievance procedure through the building administrator/supervisor.

I. Where a grievance is initiated at a time such that it cannot be processed in due course before school closes, either party shall have the right to request a moratorium in the grievance procedure. However, where such a moratorium has been invoked, the grievance must be reinstated by September 15th of that year, or it will be considered null and void.

J. Pending the final resolution of a grievance, the employee or employees filing a grievance shall remain under the direction of the Superintendent of Schools and the Board of Education.

K. Upon authorization of the Superintendent of Schools, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Board's designated representatives on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees without loss of pay, provided the conduct of said business does not diminish the educational effectiveness of the schools.

L. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations or grievance procedures, he shall suffer no loss of pay.

B. Representatives of the Association shall be permitted, with the knowledge and reasonable consent of the Principal, to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

C. The Association shall have the exclusive right to use school buildings for meetings, provided, however, that the approval of the principal is obtained for the use of the buildings in advance which shall not be unreasonably withheld.

D. The Association shall have the right to use the school facilities and equipment, including but not limited to, typewriters, duplicating equipment, calculating machines, and all types of audio visual aids and equipment at reasonable times, when such equipment shall be subject to the prior approval of the principal in which the facilities and/or equipment is to be used. If the principal refuses to grant the permission that decision may be appealed to the Board of Education which decision shall be final. When permission is granted the Association shall pay for the reasonable costs of all materials and supplies incident to such use.

E. The Association shall have the right to use the inter-school mail facilities and school mail boxes to distribute materials to teachers exclusively.

F. The Association shall have in each building or worksite the use of a bulletin board in lounges, dining rooms, and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the District's central office for

Association notices. Copies of any materials posted shall be given to the building principal prior to posting.

G. At the conclusion of a general or building/system-wide faculty meeting, the Association may meet to discuss pertinent business.

H. The Board shall grant three (3) days leave per year with pay to the President or other officer of the Association in order to attend to Association business at the local, county, state or national levels. Such days may be taken singularly or in combination.

I. The Superintendent shall exercise his best efforts to assign a duty period the last period of the day to the Association President to permit him/her to attend to Association business.

J. Each year, the Superintendent and his staff will provide new staff orientation programs with the aid of the Association.

K. The Association shall be provided, without cost to it, adequate space in a school to store and maintain current files of the Association.

L. Nothing contained herein shall be considered to deny or restrict any employee or the Association of the rights they may have under New Jersey School Laws, State and Federal Laws, and the Constitution of the United States.

M. In response to requests of the Association, reasonable as to time, quantity and availability, the Board agrees to furnish or make available public information as to:

1. Class size;
2. The tentative budget as submitted to the County Superintendent;

3. Superintendent's agenda for public Board meetings, as furnished to the public;

4. Board minutes;

5. Audits;

6. A scattergram of all unit personnel each December 15th in the last year of the contract.

N. The Administration shall consult with the President of the Association prior to advertising for a newly created position in the bargaining unit.

O. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations. The Association President shall have the opportunity to address the staff at the conclusion of staff meetings.

ARTICLE VII - REPRESENTATION FEE

A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (*i.e.*, from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for

that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee:

1. Notification: On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee covering the employee's period of employment on a pro rata basis.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. The Association shall indemnify and hold the Board of Education harmless against any and all claims, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with the provisions of this Article.

ARTICLE VIII - EMPLOYEE RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates, for engaging in collective negotiation and for mutual aid and protection.

ARTICLE IX - PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such file is a confidential record and shall be maintained in the office of the Superintendent, and may be used for evaluation purposes by the Board, Superintendent and/or other administrative staff only.

B. Upon advance notice and at reasonable times, any bargaining unit member may review his/her personnel file. However, this appointment for review must be made through the Superintendent or his designated representative. An employee shall have the right to indicate those documents and/or other materials in his/her file that he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and, if at the sole discretion of the Superintendent or his designee, they are determined to be obsolete or otherwise inappropriate to retain, they shall be destroyed.

C. A copy of any derogatory material pertaining to an employee's conduct, service, character or personality that shall be placed in his/her personnel file, including any letter of reprimand, shall be given to the employee. The employee shall acknowledge the receipt of such materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

ARTICLE X - SALARIES

A. Salary classifications for the duration of this Contract are as set forth in Schedule "A", annexed hereto and made a part hereof.

B. Paychecks shall be distributed at the close of the working day on the last working day prior to the fifteenth (15th) and the working day prior to the last working day of the month.

C. Employees who are involved in co-curricular activities shall be paid in two (2) installments. The first installment shall be paid at the midpoint of the activity/season and the second installment shall be paid at the conclusion of the activity/season.

D. Tax sheltered annuity contributions shall be remitted within three (3) business days of the distribution of paychecks.

E. Employees who are required to travel between schools to perform their duties shall be reimbursed for all such travel at the mileage rate approved by the Internal Revenue Service for each calendar year during the term of the Agreement.

F. Employees shall have an option for a direct deposit banking system at an institution of his/her choice.

ARTICLE XI - SICK LEAVE

A. 1. All full-time employees of the Board of Education shall receive twelve (12) days per year sick leave during each year of employment at full pay. After the tenth (10th) year of employment in the district, and then after each five (5) year period thereafter, an additional one (1) day will be added. All unused sick days shall be accumulated to a maximum of fifteen (15) days per year for use in subsequent years.

2. All part-time employees shall receive ten (10) sick days per year. All unused sick days shall be accumulated for use in subsequent years.

B. An employee who has utilized all of his or her accumulated sick leave may be granted additional sick leave on an individual case-by-case basis by the Board pursuant to *N.J.S.A. 18A:30-6*.

C. 1. Any employee who retires according to the Teacher Pension and Annuity Fund or the Public Employment Retirement System, in order to receive immediate benefits and not merely deferred retirement by submitting a letter of retirement before December 15, 2004, shall receive twenty-five (\$25.00) dollars per day for each unused accumulated sick day for up to and not to exceed 150 days and not to exceed \$3,750.00. Employees submitting a letter of retirement from December 16, 2004, through June 30, 2007, shall receive forty (\$40) dollars per day for each unused, accumulated sick day for up to, and not to exceed, 125 days and not to exceed \$5,000. Said payment shall be made in one (1) lump sum payment.

2. If an employee dies while still an employee of the Board, the employee's estate shall receive the employee's pay for accumulated sick leave entitlement as if the employee had retired pursuant to this Article.

D. The Board shall pay a one hundred (\$100.) dollar bonus to any employee who does not take a sick day during his/her contract year.

ARTICLE XII - PERSONAL LEAVE

A. All full-time ten-month staff may be granted up to three (3) days off per school year, with pay, for personal reasons, provided, however, that they make application through the Building Principal to the Superintendent or his/her designee for such personal leave two (2) days in advance of the requested leave, unless an emergent situation makes such notice impossible. In the event that personal days are not used during a year, up to three (3) 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 six (6) days in any one year.

B. All 12-month employees of the Board of Education may be granted up to four (4) days off per school year, with pay, for personal reasons, provided, however, that they make application through the Building Principal to the Superintendent or his/her designee for such personal leave two (2) days in advance of the requested leave, unless an emergent situation makes such notice impossible. 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.

C. The absence for personal reasons can be for religious purposes and cannot be taken for the purposes of attending to personal matters that can be reasonably attended to outside the normal work day. No personal leave shall be granted immediately before, or immediately after, any vacation or holiday period, including NJEA Convention days, except for the purpose of transporting a child to and/or from college and/or attendance at a child's graduation. Nothing herein contained shall prevent the Board, at its option, when it is satisfied that an emergency exists from waiving the two (2) days notice provision hereinabove provided.

D. Personal days may not be taken on the day immediately preceding or immediately following a holiday or school vacation, subject to the exceptions contained in C. above.

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

F. During the first five (5) days of school and the last five (5) days of school, reasons for personal leave will be given to the Superintendent. Such reasons will conform to the definition of personal leave as stated in Section C. of this Article.

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

H. Employees shall be notified verbally or in writing within two (2) school days as to whether the requests for personal days have been denied, if the employees file for such personal days at least four (4) days prior to the taking of such days.

I. An extended leave, without pay, not to exceed one year in duration, may be granted by the Board to allow an employee to care for a chronically ill member of his/her family as defined in the Family Leave Act.

J. 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 XIII - DEATH IN IMMEDIATE FAMILY

All employees of the Board of Education shall receive personal days at full pay for death in the family as set forth below:

1. For death in the employee's immediate family (Parent, stepparent, husband, wife, child, stepchild, brother, sister, mother-in-law, father-in-law and grandchild) -- not to exceed five (5) consecutive days in any one instance.

2. For death of the employee's grandparent, daughter-in-law, son-in-law, brother-in-law, or sister-in-law, three (3) consecutive days in any one instance.

3. For death in the employee's non-immediate family (nephew, niece, aunt, uncle, cousin) -- not to exceed the day of the funeral.

ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of absence for the care of an infant following natural birth or adoption shall be granted upon request to the Superintendent, subject to provisions in this Agreement.

B. In all instances of pregnancy, the employee shall inform the Superintendent at least two (2) months prior to the anticipated birth date whether she expects to be absent solely during the period of her disability or if she intends to take an extended leave without pay following her disability.

C. 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 concerned.

D. 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.

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

F. Any employee 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.

G. If a person does not return to work at the end of stated leave of absence following notification by the Superintendent, then, such failure shall be considered a

resignation. Notification shall be given by April 1 of each year, provided employee has a one year leave, except in extenuating circumstances.

H. Military Leave for Training Purposes

1. Leave for the taking of military courses and/or non-military training purposes may be granted without pay by the Board when a staff member elects of his/her own volition to take such courses or training purpose, if the same involves a loss of work or teaching time during the duty year.

2. Leave for military training purposes in accordance with Title 38:23-1 shall be granted only after the Board has been satisfied that it is not possible for the staff member to carry out his/her normal military responsibilities on non-school (non-work) time, and after representations have been made to the Armed Services to alter the time of required training duty so that it shall not conflict with school (work) duties.

I. Extended Leave of Absences

1. The Board may grant a leave of absence, without pay, for a period of up to two (2) years to any tenure teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher. It is understood and agreed, however, that any such leave granted by the Board shall not terminate and the teacher shall not be permitted to return to his/her duties unless he/she has given notice of his/her desire to return prior to April 15th of the year preceding the start of the next school year. A tenure teacher applying for an exchange position may be granted exchange leave with pay if a collateral exchange agreement exists between the Country in which the teacher wishes to teach and the United States and further, provided, that the Country to which the teacher is assigned sends an exchange teacher to the Clark System who is paid by the Country sending said teacher to the Clark System.

2. On return from leave pursuant to paragraph 1 of this Section, with respect to placement on the salary guide only, a teacher shall be considered as if he or she were actively employed by the Board during the leave and shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent; further, the teacher shall maintain seniority status and accumulated leave that he/she had at the commencement of the leave.

J. All extensions or renewals shall be applied for in writing. If permission is granted or denied, it shall also be in written form.

ARTICLE XV – TUITION REIMBURSEMENT

All full-time employees who have completed the third year of employment in Clark are eligible to apply for tuition reimbursement. Each employee shall be granted, during any fiscal year, up to eighteen (18) credits toward reimbursement.

The total amount available for tuition reimbursement in any school year shall be limited to \$40,000 in 2004-05; \$50,000 in 2005-06 and \$65,000 in 2006-07..

Tuition reimbursement will not be on a first come, first serve basis; it will be allotted as follows:

The total amount of reimbursement for the year will be broken down into three equal parts (one for each trimester--Fall, Winter/Spring and Summer).

All initial applications for reimbursement must be submitted between:

Summer	–	March 15 th	--	May 15
Fall	--	June 15 th	--	August 15 th
Winter/Spring	–	October 15 th	--	December 15 th

Approval or disapproval of any course must be provided by the Superintendent within thirty (30) days after the submission of the initial application for reimbursement by the employee.

Each initial application shall be in the form of a letter to the Superintendent and include the specific name of the course, course number at the institution of higher learning, and the number of credits. Within fifteen (15) days of the above deadlines, the total amount of credits will be tallied and the total amount of money for that semester will be allocated evenly per credit. However, reimbursement will not exceed the full amount of the course. Should any reimbursement funds still remain after the initial allocation, those funds shall be assigned on a per credit basis to those applicants who were not allotted 100% reimbursement for the full amount of their course. Once this calculation is made, the amount of reimbursement will be disclosed.

To be eligible for reimbursement, courses must be with accredited, degree-granting institutions and receive a grade acceptable for credits toward an advanced degree.

Upon successful completion of the course, an official transcript must be provided to the Board Office according to the following timeline:

Summer	–	September 15 th
Fall	--	February 15 th
Winter/Spring	–	July 15 th

Failure to submit paperwork on time shall result in a loss of reimbursement for that semester. If there are any funds left over for any semester, they will be carried over to the next available semester in any one fiscal year.

The Superintendent shall furnish the Association with a summary of actual tuition reimbursements for each semester within one month of the dates above.

Reimbursement checks will be issued no later than sixty (60) days from the transcript due date and only with the submission of a paid receipt from the institution or cancelled check made payable to the institution.

Employees who leave the Clark Schools within one year of course reimbursement, through retirement or resignation, are not eligible for tuition reimbursement.

Tuition reimbursement shall not be available for course work toward a doctoral degree (Ph.D. or Ed.D). Tuition reimbursement shall not be available for correspondence courses (*i.e.*, courses which do not require in-class attendance).

Tuition reimbursement may be given for undergraduate courses.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

A. Conferences, Conventions, Workshops, Grants

1. Opportunities to attend professional meetings by teachers to expand their horizons, can be given with the approval of the Superintendent and the Board of Education.

2. Conditions

(a) The conference shall deal within the areas of responsibility of the teacher requesting attendance at the conference. Attendance should hold promise of improving the teaching of the teacher attending.

(b) Attendance at any single conference is limited to three (3) members of our teaching staff.

(c) To be eligible for a Conference Grant, teachers must have completed three (3) full years of teaching in Clark.

(d) Teachers who receive a Conference Grant will submit a report to the Superintendent on the convention, conference, or workshop within twenty (20) school days of their return to Clark.

(e) Application shall be made to the Superintendent of Schools on the form provided for this purpose. Forms are available in all school offices. Application shall be made at least one (1) month in advance when feasible.

(f) Conference expenses for which the teacher is eligible include: registration fee, travel, room, and included meals. If lunch is not included in the conference schedule, a five dollar (\$5) lunch voucher will be provided for reimbursement.

(g) All conference fees greater than \$25. will be transmitted by Board of Education Purchase Order.

B. In-Service Workshops, Conferences, Programs

1. In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continued education.

2. In-service programs shall be conducted during the in-school teacher workday and work year, if the teacher's attendance is required.

3. All district in-service programs shall be eligible for continuing education credits.

C. Trainer's Credit

Any teacher who provides in- or out-of-district training experiences for colleagues and/or community members shall receive hour-for-hour credit toward their 100-hour obligation.

D. Record Keeping

The district will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the district and teacher's records should be noted within thirty (30) days of receipt of the board records.

ARTICLE XVII - INSURANCE

A. The Board will provide full coverage, including Major Medical, for all employees who work twenty (20) hours or more per week and family dependents as set forth below:

1. Employees who were employed by the Board on June 30, 1998 shall be enrolled in the Blue Cross/Blue Shield Select Plan. (PPO)

2. Employees who were first employed by the Board on July 1, 1998 or thereafter shall be enrolled in a Health Maintenance Organization (HMO) plan. Any employee beginning their fifth (5th) full year of employment shall have the option to change from the HMO to the PPO plan at no cost to the employee.

3. In-network office visit co-payments shall be \$20.00.

B. The Board agrees to pay the full premium rate for the individual employee and family dependents for the life of this Agreement. However, the premium rate established

by the insurance carrier as of June 30, 2007 shall be the maximum rate for which the Board shall be liable for family dependents. Any increase above the established premium on June 30, 2007 for family dependents shall be borne by the employee.

C. Under no circumstances may the insurance described above be reduced in any way below the coverage required by this Article.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers, and; meet and confer with appropriate Association representatives regarding said contemplated change.

E. Any employee who opts to receive a payment in lieu of health benefits shall be required to sign a health benefit payment waiver. This waiver authorizes payment at the end of the academic year in lieu of health benefits. An employee who has opted not to receive benefits, may reenter the program for good and sufficient cause. The health insurance waiver option in the amount of \$3,000.00 is to be paid in two equal installments: January 15th and June 30th.

ARTICLE XVIII - GROUP VARIABLE ANNUITY CONTRACT

All qualified employees may elect, subject to all applicable requirements and conditions, to participate in the purchase of annuity contracts with a legal reserve life insurance company. Such group variable annuity may be purchased through authorization by an employee on application to the Business Administrator for deduction from his salary to cover the cost of such annuity.

ARTICLE XIX - GROUP DENTAL INSURANCE

A. The Board will provide full coverage of all employees who work twenty (20) hours or more per week and family dependents for a dental service group plan.

B. The Board agrees to pay the full premium rate for the individual employee and family dependents for the life of this Agreement. However, the premium rate established by the insurance carrier as of June 30, 2007, shall be the maximum rate for which the Board shall be liable for both the individual employee and family dependents. Any increase above the established premium on June 30, 2007, for family dependents shall be borne by the employee.

C. Under no circumstances may the insurance described in the dental booklet be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers, and; meet and confer with appropriate Association representatives regarding said contemplated change.

ARTICLE XX - PRESCRIPTION DRUG PLAN

A. The Board will provide full coverage for a prescription drug plan for all employees who work twenty (20) hours or more per week and family dependents. From July 1, 2004 through December 31, 2004, the co-payments shall be twenty dollars (\$20.00) for name-brand, ten dollar (\$10.00) for generic brands, and five dollars (\$5.00) for mail order prescriptions. Beginning January 1, 2005, prescription co-payments shall

be twenty-five dollars (\$25.00) for name-brands, ten dollars (\$10.00) for generic brands, and fifteen dollars (\$15.00) for mail order prescriptions.

B. The premium rate established by the insurance carrier as of June 30, 2007, shall be the maximum rate for which the Board shall be liable for both the individual employee and family dependents. Any increase above the established premium on June 30, 2007, shall be borne by the employee.

C. Under no circumstances may the insurance described in this Article be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers, and; meet and confer with appropriate Association representatives regarding said contemplated change.

E. Beginning January 12, 2005, the prescription co-payments shall be ineligible for reimbursement under the major medical portion of the health insurance plan.

ARTICLE XXI - VISION CARE PLAN

A. The Board will provide full coverage for all employees who work twenty (20) hours or more per week and family dependents for a vision care plan.

B. The premium rate established by the insurance carrier as of June 30, 2007, shall be the maximum rate for which the Board shall be liable for both the individual employee and family dependents. Any increase above the established premium on June 30, 2007, shall be borne by the employee.

C. Under no circumstances may the insurance described in this Article be reduced in any way below the coverage presently provided.

D. If the Board contemplates a change in insurance carriers, it shall notify the Association as soon as such change is contemplated; provide the Association with any appropriate information obtained by the Board regarding any prospective insurance carriers, and meet and confer with appropriate Association representatives regarding said contemplated change.

ARTICLE XXII - EMPLOYMENT

Credit on the appropriate Salary Schedule may be given for previous outside-the-district full-time appropriate working experience upon the recommendation of the Superintendent of Schools and the approval of the Board of Education. Additional credit not to exceed four (4) years of equivalent years of employment credit for years of active military or naval service of the United States or of this State and credit not to exceed two (2) years for Peace Corps or Vista work may be given on initial employment.

ARTICLE XXIII - STAFF OPENINGS

A. Staff openings will be announced by the Superintendent to the present staff through one of the following methods:

1. Inter-school mailings;
2. Bulletins, or;
3. Postal mailings to Association President during the summer months and other vacation Periods. Employees wishing notification during

summer months shall notify the Superintendent's office prior to year end closing of school.

B. All presently employed teachers shall be given written notice of their tentative assignment for the coming year prior to the close of the school year. It is the sole discretion of the Board to change assignments at any time.

ARTICLE XXIV - SCHOOL YEAR

A. The "in school work year" for teachers employed on a ten (10) month basis will be scheduled at 184 days. This shall include no more than one (1) day after the last pupil day.

B. New teachers may be required to attend an additional one (1) day of orientation.

C. If emergency closing of school (such as for snow days) diminishes the school calendar, these days will be considered lost to the teachers' schedule as well. However, if the number of days closed diminishes the school calendar below 180 days, then the number of days needed to raise pupil days to 180 will be scheduled before July 1 of that year.

D. If parent-teacher conferences are required by the Board of Education or Administration, four (4) half (1/2) day sessions shall be scheduled for such purposes.

E. The last two (2) days of the pupil school year will end at 12:30 p.m.

F All teachers shall be required to attend Back-to-School Night. On the day of Back-to-School Night, half-day school sessions shall be scheduled for students and teachers.

ARTICLE XXV - ROOM PREPARATION

Each teacher shall prepare his/her classroom place or places of teaching before the student school year begins. Such preparation is to be complete upon the opening of school.

ARTICLE XXVI - TRANSFERS - VOLUNTARY

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such preference with the Principal and Superintendent. Said statement must be filed by April 1st to be effective for the upcoming school year for positions posted prior to April 1 of that year.

ARTICLE XXVII - TRANSFERS - INVOLUNTARY

An involuntary transfer or reassignment will be accompanied by a meeting between the Principal or the supervisor who made the recommendation if different from the Principal and the teacher involved, at which time the reasons for the transfer and the objections of the teacher will be discussed. Such reasons and objections may be given in writing by both the teacher and the Principal at the request of either party.

ARTICLE XXVIII - COMPLAINTS

A. Every effort should be made by the teacher and the parent to resolve any differences which lead to misunderstandings.

B. If a parent or student contacts the Principal or the Supervisor with a verbal question concerning a teacher, effort should be made to resolve the matter informally, when possible, through meetings of the teacher, the immediate superior, the Principal, or the Superintendent and the parent.

ARTICLE XXIX - EVALUATION

A. 1. All monitoring and observation of an employee, shall be conducted openly. An employee shall be given a copy of the evaluation report prepared by the Evaluator. Both employee and Evaluator will sign all copies. Evaluations by the Superintendent will be discussed with the employee.

2. The employee's signature will only indicate that he/she has seen the evaluation and has had the opportunity to make comments on the evaluation form.

B. An employee shall have the right, upon request, to review the contents of his personnel file if the employee provides twenty-four (24) hours notice to the Superintendent of the request.

ARTICLE XXX - PLANNING TIME AND LUNCH TIME

A. Each teacher's work day shall include a duty-free lunch period. At the middle school, the length of the teacher lunch period shall be forty (40) minutes. At the elementary schools, the length of the teacher lunch period shall be fifty (50) minutes. Teachers may leave the building during their duty-free lunch period, but must notify the Principal's Office.

B. The work week shall include forty (40) minute duty-free planning periods at the average rate of one per each full day that classes are in session.

C. In addition to B (above), the work week shall include team planning periods at the average rate of one per each full day that classes are in session. Said planning periods shall be forty (40) minutes in length at the middle school and twenty-five (25) minutes in length at the elementary schools. Said planning periods shall be for the purpose of:

1. Conferences with teaching staff, Child Study Team and administrators.
2. Grade level and/or department discussion meetings.
3. Conferences with parents.

These team planning periods are not meant to replace district curriculum writing positions or to perform administrative duties.

D. Any changes regarding the length of school day, planning period and lunch period will be undertaken only after negotiation between the bargaining unit of the Association and the Board.

E. The maximum teaching load at the middle school shall be six (6) classes. The maximum teaching load at the elementary schools shall be six (6) periods. Duties such as cafeteria duty or library coverage shall be considered equal to a class.

F. High school staff shall teach twenty-five (25) periods per week, except as may be required under special circumstances on a voluntary basis at the appropriate proportional rate of compensation. Beginning the 2005-06 school year, high school staff shall teach twenty-five (25) period per week. However, the District shall be permitted to assign no more than thirty-three (33) high school staff members, each year, an additional teacher period per day, consistent with the procedures set forth below:

1. High school staff members shall submit to the Superintendent of Schools, in writing, their desire to volunteer for the additional teaching period no later than May 20 of the preceding year.
2. The district shall have full discretion selecting or rejecting applicants from the list of volunteers for the additional teaching period assignments. The district's

decision to select or reject the individual applicant shall not be subject to the grievance procedure.

3. The district may select an employee for the additional teaching period assignment who did not volunteer pursuant to Section 1. above.

4. In the event an employee is appointed to the additional teaching period assignment, either pursuant to Section 1. or 3. above, the employee shall receive one-seventh (1/7) their annual salary as compensation.

5. In the event a teacher is selected to teach the additional period and the employee did not volunteer for the assignment in either 2005-06 or 2006-07 school years, the employee shall be compensated at the rate of one-sixth (1/6) of their annual salary as compensation for the 2006-07 school year assignment only. The section shall expire on June 30, 2007, and have no further force or effect upon the expiration of this agreement.

6. The parties further agree that the payment for the addition period shall be considered pensionable salary provided it has been determined by the Commissioner of Education or court of competent jurisdiction and not violate the teacher's tenure rights pursuant to *N.J.S.A. 18A:28-5* that the board may reduce or eliminate the payment.

G. The teacher work day, which includes the student day plus required time before and after the student day, shall not exceed seven (7) hours. School nurses and librarians will also work a seven (7) hour day.

Teachers who volunteer to work the early morning program must sign in by 7:10 a.m. and shall be released at the end of period 6.

H. Elementary school teachers shall not be required to remain with their students when they are being given formal instruction by the Family Living Teacher or Guidance Counselor or Health Teacher.

I. Middle school teachers shall not be required to teach more than three (3) subjects or grade levels. If a teacher is required to teach more than three (3) subjects or grade levels, he/she shall receive an additional planning period.

J. Any teacher required to cover a class, except in emergency situations when a teacher leaves school after the student day begins, shall be compensated at the rate of twenty-seven (\$27.00) dollars per period.

K. All non-certified employees shall receive a duty-free lunch period. The length of said lunch period will be thirty (30) minutes for maintenance workers and custodians and sixty (60) minutes for secretaries and computer operators. All non-certified employees shall receive two fifteen (15) minute breaks. One break will be taken in the first half of the employee's shift, with the other break coming in the second half of the employee's shift.

ARTICLE XXXI - HOLIDAYS AND VACATIONS

A. The holidays recognized by the Board of Education for non-certified employees to be observed when school is not in session shall be a minimum of twelve (12) to be taken from the following list or such other days during the school year as determined by the Board of Education:

Labor Day

Christmas Day

Columbus Day

New Year's Day

Yom Kippur

Lincoln's Birthday

General Election Day	Presidents' Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Independence Day
Martin Luther King Day	

B. One half (1/2) day - time off without loss of pay shall be granted on Christmas Eve, New Year's Eve, and Thanksgiving Eve.

C. Non-certified employees are permitted up to two (2) days to attend the NJEA Convention.

D. The following vacation table shall be used for non-certified employees:

1 to 5 years employment	- 12 vacation days
6 to 12 years employment	- 1 additional vacation day for each year
13 to 20 years employment	- 1 additional vacation day for each two (2) years
21 to 24 years employment	- 1 additional vacation day for each year
25 or more years employment	- 28 vacation days

E. Arrangement for the schedule of actual days of vacation shall be made with the Superintendent, the Principal, and the Business Administrator. Days of vacation must be used in the fiscal year, July 1 through June 30, with the exception of five (5) days which may be carried over for use in the following year upon the approval of the Superintendent.

F. If there is an emergency closing of schools due to inclement weather, secretarial staff will not be required to report to work. However, in the event of early closings/dismissals due to inclement weather or other emergencies, secretarial employees shall be required to remain at their work site until notification is received that all busses have safely completed their runs.

G. For employees with less than one (1) year service on July 1, a vacation period based on an accrual of one (1) day for each completed month of employment will be allowed.

H. Vacation pay shall be payable in advance on the employee's last work day immediately preceding his/her vacation when such vacations are taken in blocks of time of one week or longer and at least one month's notice has been given.

ARTICLE XXXII - OVERTIME

A. Non-certified employees who work any part of a recognized holiday or a Sunday will be paid double their regular base rate of pay for all hours worked. With respect to holidays, this will be in addition to their eight (8) hours of holiday pay at their regular base rate of pay.

B. Time and a half (1-1/2) shall be paid to any non-certified employee whose work exceeds forty (40) hours in any given week.

C. Employees who are called in for snow removal or other emergency situations shall be guaranteed at least two (2) hours pay, as long as the call-in is not contiguous with the regular work day. Such call-in work shall be paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay, except as provided in A above.

D. Overtime shall be offered to full-time employees on a rotating basis before part-time employees are asked to work.

ARTICLE XXXIII - UNIFORMS

A. All maintenance personnel, during their first three (3) years of employment, shall receive three (3) uniforms and one (1) pair of work shoes; the cost of the shoes shall not exceed a maximum of one hundred (\$100.00) dollars annually.

B. All maintenance personnel, after their first three (3) years of employment, shall receive three (3) uniforms and one (1) pair of work shoes, up to a maximum of one hundred (\$100) dollars annually for shoes.

C. The Board will furnish specifications for both the shoes and the uniforms.

D. Reimbursement for uniforms and shoes, if applicable, will be made through the Board's payment of proper vouchers.

E. Employees shall maintain all uniforms and shoes at their own expense.

F. All employees shall report to work at all times in clean uniforms and safety shoes.

ARTICLE XXXIV - NON-CERTIFIED DISCIPLINE PROCEDURE

A. An initial disciplinary action taken against an employee by his supervisor shall be an oral warning. A record of the oral warning shall be placed in the employee's personnel file.

B. For a second disciplinary action, a formal written warning shall be issued to the employee with a copy placed in the employee's personnel file.

C. A third warning given to an employee shall warrant suspension without pay pending a hearing before the Superintendent.

D. The fourth warning shall constitute grounds for dismissal.

E. A copy of any document placed in an employee's personnel file, under this Article, shall be sent to the Association's president by means of the inter-school mail, or by regular mail during the summer with the approval of the employee.

F. Whenever an employee is required to meet with the Superintendent or any of his designated representatives, and some form of disciplinary action is contemplated, the employee shall be so informed and shall have the right to have an Association representative present.

G. This procedure does not preclude the Board of Education from dismissing or suspending an employee without warning for serious misconduct.

ARTICLE XXXV - LAYOFF PROCEDURE

A. In the event of a non-certified reduction in force, including reductions caused by the discontinuance of a facility, the employees shall be laid off in the inverse order of seniority of the employees in the category involved.

B. Non-certified employees laid off will be recalled to work in order of seniority.

C. The Board shall maintain its reluctance to privatize maintenance services in the District.

ARTICLE XXXVI - PRESENT POLICIES

Except as this Agreement shall otherwise provide, all negotiable terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. No such negotiable terms and conditions of employment shall be modified without prior negotiations with the majority representative.

ARTICLE XXXVII - TERMINATION AND EXTENSION AGREEMENT

A. The terms of this Agreement, inclusive of salary schedules shall extend through June 30, 2007.

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 and their corporate seals to be hereunto affixed, all on the day and year first above written.

(SEAL)

ATTEST

William Tackacs, Secretary

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

By: _____
James J. Rooney, President

CLARK EDUCATION ASSOCIATION

(SEAL)

By: _____
Sheryl Johnson., President

ATTEST

Vice President

