

AGREEMENT

Between

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

and

THE CLARK ADMINISTRATOR ASSOCIATION

July 1, 2014 – June 30, 2017

TABLE OF CONTENTS

	Page
ARTICLE I. RECOGNITION	1
ARTICLE II. SICK LEAVE	1
ARTICLE III. PERSONAL LEAVE.....	1
ARTICLE IV. DEATH IN IMMEDIATE FAMILY.....	2
ARTICLE V. LEAVE OF ABSENCE WITHOUT PAY	2
ARTICLE VI. HOLIDAYS	3
ARTICLE VII. VACATION.....	3
ARTICLE VIII. ADVANCED STUDY GRANT	5
ARTICLE IX. FRINGE BENEFITS	6
ARTICLE X. CONFERENCES, CONVENTIONS, WORKSHOP GRANTS	7
ARTICLE XI. PROFESSIONAL DUES.....	7
ARTICLE XII. TRAVEL REIMBURSEMENT.....	7
ARTICLE XIII. GRIEVANCE PROCEDURE.....	7
ARTICLE XIV. SALARIES	7
ARTICLE XV. TERMINATION AND EXTENSION AGREEMENT	8

**ARTICLE I
RECOGNITION**

- A. 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. Ten month two week employees shall be entitled to thirteen (13) days per year of sick leave during each year of employment at full pay. Twelve Month employees shall receive fifteen (15) days per year of sick leave during each year of employment at full pay.
- B. Upon retirement, the employee shall receive payment for accumulated unused sick days at the rate of \$45 per day to 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 as 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

Twelve month 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.

Ten month two week employees shall receive 14 paid holidays.

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 month and two week employees, including elementary principals, elementary assistant principals and content area supervisors shall follow the 12 month employee calendar, except as set forth herein.

1. For all ten month and two week employees, the two required work weeks over the summer shall be worked as follows: five (5) consecutive days will be worked prior to September 1 and the additional five (5) days shall be worked as floating days during the summer at the discretion of the administrator with the approval of the Superintendent. The float days shall be scheduled in advance and the days approved shall be announced to the public via the District's webpage.

2. All ten month and two week employees shall be entitled to five (5) vacation days to be taken when students are not in session between September and July of each year.

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.

3. Members of the Association shall not be required to take a mandatory week off in August; however, twelve month employees must take at least ten (10) vacation days in the summer. The balance of vacation time shall be taken when students are not in session.
- C. Employees shall not be entitled to take any vacation days during the time students are in session, except in the event of a family emergency. In the event of a family emergency, employees may request time off from work when students are in session by (i) first requesting and exhausting their personal days; and (ii) if additional time is needed, by requesting and using up to four (4) vacation days.
1. A "family emergency" shall mean the occurrence of an exceptional event adversely affecting the health, safety, or welfare of an employee's immediate family member that requires that the employee miss work in order to meet the needs of his/her immediate family member's health, safety, or welfare risk.
 2. In no event shall the use of personal days or vacation days be used for the purpose of extending any other time-off (i.e., holidays).
 3. Family emergency leave pursuant to Paragraph C shall require as much advanced notice as is possible to be provided to the Superintendent and the full Board for their approval. If less than three (3) days' notice is provided, the employee shall be required to provide adequate proof of family emergency.
- D. The Athletic Director shall be permitted to take up to five (5) vacation days while students are in session with the prior approval of the Superintendent. All remaining days shall be taken when students are not present.
- E. In the event the employees 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 pay for accumulated vacation days in accordance with the law.

- F. 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

Financial grants for advanced study shall be suspended for the life of this Agreement (July 1, 2014 – June 30, 2017).

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 a degree program, up to eighteen (19) semester hours may be granted during any fiscal year. In addition, costs 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 course 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:
 - 7/1/14 – 6/30/17 100% for employee and 100% for family coverage.
- b. Group Dental Insurance:
 - 7/1/14 – 6/30/17 100% for employee and 100% for family coverage.
- c. Prescription Drug Plan \$25 employee co-payment for brand name,
 \$10 employee co-payment for generic, and
 \$15 employee co-payment for mail order prescriptions.
- d. Vision Care 100% for employee and 100% for family coverage.

Health benefits, including major medical, group dental insurance, a prescription drug plan and vision care shall be offered. Employees shall be required to make an annual salary contribution towards the cost of health benefits as required by the then current law.

An employee who declines medical coverage shall be eligible for a maximum opt-out payment of 25% of the amount saved by the Board as a result of the employee's waiver of coverage or \$5,000, whichever is the lower amount. An employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce.

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.

The Board shall pay a bonus in the amount of two hundred fifty dollars (\$250.00) to any employee who does not utilize a sick day during his/her contract year. The bonus shall be paid during the following year.

**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. Staff members may be granted only one (1) paid day to attend professional development workshops. In the event that the workshop extends beyond one (1) day, the employee shall be permitted to use a personal or vacation day to attend the workshop (such as the NJEA Convention), subject to proof of attendance. In addition, NJPSA members covered by this agreement shall be entitled to reimbursement up to \$150.00 per school year for attending workshops provided as part of their dues paid to NJPSA.

**ARTICLE XI
PROFESSIONAL DUES**

All professional dues shall be paid by the Clark Board of Education to a maximum of \$750.00 per employee per year. In no event shall the Board reimburse an employee for membership in the New Jersey Principals and Supervisors Association (NJPSA).

**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 then current OMB rate.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

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

**ARTICLE XIV
SALARIES**

a. All employees covered by this Agreement shall receive a 2.3% annual salary increase during each year of this Agreement.

b. All employees hired after July 1, 2011 shall receive a salary to be negotiated with the Board within the range set forth below:

Twelve Month Employee Range

Principals/Directors \$90,000 to \$135,000
Assistant Principals \$85,000 to \$120,000
Supervisors \$65,000 to \$105,000

Ten Month Two Week Employee Range

Principals/Directors \$78,750 to \$118,125
Assistant Principals \$74,375 to \$103,360
Supervisors \$65,000 to \$105,000

**ARTICLE XV
TERMINATION AND EXTENSION AGREEMENT**

- A. The terms of this Agreement, inclusive of salary schedules, shall extend through June 30, 2017.
- B. This Agreement shall continue in full force beyond the termination date if agreed upon in writing by both parties.

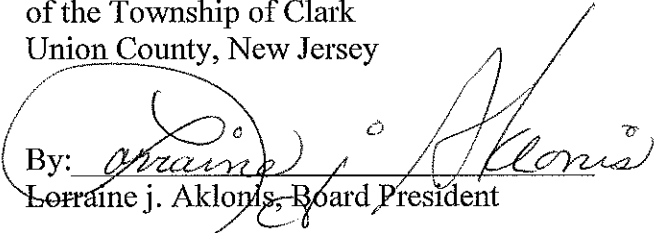
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year above written.

ATTEST



David Oliveira, Board Secretary

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

By: 

Lorraine J. Aklonis, Board President

ATTEST



Marcia Margano

THE CLARK ADMINISTRATORS
ASSOCIATION

By: 

Joseph Beltramini