

AGREEMENT

BETWEEN THE

CLAYTON ADMINISTRATORS' ASSOCIATION

AND THE

CLAYTON BOARD OF EDUCATION

FOR SCHOOL YEARS

2004-2005

2005-2006

2006-2007

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PREAMBLE

This Agreement entered into the 7th day of March, 2005, by and between the Clayton Administrators' Association, hereinafter called the "Association," and the Clayton Board of Education, hereinafter called the "Board," to be retroactively effective as of July 1, 2004, and to continue in effect until June 30, 2007.

ARTICLE I: RECOGNITION

In accordance with Chapter 123 Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for administrative personnel employed in the District as listed in Schedule A excluding all other employees of the Board.

ARTICLE II: NEGOTIATIONS PROCEDURES

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. During negotiations, the Board and the Association shall exchange relevant data requested by the other, if available.
- C. Whenever a member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, the member shall suffer no loss of pay and/or benefits.

ARTICLE III: GRIEVANCE PROCEDURE

- A. Definition
The term grievance means a complaint or claim by any administrative employee over the interpretations, application, or alleged violation of the negotiated agreements, Board policies, and administrative decisions affecting the employee's terms and conditions of employment.
- B. Purpose
The purpose of this procedure is to secure a solution at the lowest possible level to problems which may arise from time to time affecting the terms and conditions of employment of the employees covered by this Agreement.
- C. Procedure
 1. In the presentation of a grievance, all employees shall have the right to present their own appeals or to designate representatives to appear with them at any step in their appeals. Employees and/or their representatives processing a grievance shall be assured freedom from constraint, interference, coercion, discrimination, or reprisal.
 2. Any grievance must be lodged at the proper initiating level within twenty (20) calendar days of the happening of the event or within twenty (20) calendar days after the employee would be reasonably expected to know of its occurrence, otherwise the grievance shall be deemed waived and barred.
 3. Failure to respond to a grievance within the time limit specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limit specified herein will be deemed to be an acceptance of the disposition at the proceeding level.
 4. Employees shall first discuss their grievances orally with their immediate supervisors. If the grievances are not resolved to the employees' satisfaction within seven (7) calendar days, the employees shall submit their grievance to their immediate supervisors in writing specifying:

- a. the acts or omissions complained of
- b. the specified articles of the contract alleged to be violated
- c. the remedies sought

Immediate supervisors shall communicate their decisions to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5. If the grievant's immediate supervisor is not the Superintendent, the grievant, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate supervisor and attaching a copy of the immediate supervisor's written decision. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate the decision in writing to the grievant and the immediate supervisor.
6. If the grievance is not resolved by the Superintendent to the grievant's satisfaction, the employee, no later than seven (7) calendar days after receipt of the Superintendent's written decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.
7. If the aggrieved employee is not satisfied with the decision and disposition of the grievance as determined by the Board, or if no decision has been rendered within forty-five (45) calendar days after the grievance was filed to the Board, a grievance over a disciplinary determination may be submitted to binding arbitration and a grievance over an alleged violation of the express written terms of this agreement may be submitted to non-binding arbitration, either of which shall be initiated and conducted under the rules of the American Arbitration Association of PERC as decided by the Board. Alleged statutory violations may be appealed before the appropriate legal forum but shall not be arbitral under this agreement. In all other grievances, the disposition of the grievance by the Board will be final.
8. Arbiters shall limit themselves to the issues submitted to them. They can add nothing to nor subtract anything from the agreement between the parties.
9. The fees and expenses of the arbiter shall be shared equally by the two parties. Any other costs shall be borne by the party incurring them. Where, however, the grievant elects to proceed without the Association's concurrence, the cost shall not be borne or shared by the Association.

ARTICLE IV: INSURANCE PROGRAMS

A. Health Benefits

The Board of Education will provide health care insurance benefits equal to the existing plan. The benefit shall include full family coverage for all members of the Association (health care insurance, prescription, and dental) if such coverage is selected. In lieu of the above described "primary" health care insurance, any member may elect a disability insurance program or opt for a cash benefit. If the disability insurance option is selected, the Board of Education will

contribute on account of the premium cost an amount up to premium cost to cover a single employee under the “primary” coverage. The coverage year shall be September 1 through August 31, and any member electing the alternative coverage must make the election and notify the Board of his or her election in writing on or before August 31 of each year. Administrators who opt for payment in lieu of coverage will receive a cash amount consistent with the Clayton Education Association Agreement, July 1, 2004, through June 30, 2007.

- B. Prescription Plan
The Board will provide a full family prescription drug plan. Co-pay shall be \$20/\$10 in each year of the Agreement for the full family prescription drug plan.
- C. Dental Benefits
Dental coverage for administrators shall be consistent with the Clayton Education Association Agreement, July 1, 2004, through June 30, 2007.
- D. A master contract shall be available in the Board Office for review by the administrators.
- E. Deductibles and co-payments under Sections A, B, and C shall be adjusted, if necessary, to be consistent with the Clayton Education Association Agreement enforced July 1, 2004, through June 30, 2007.

ARTICLE V: VACATION POLICY

- A. Each member of the Association who is a twelve-month employee is entitled to twenty (20) vacation days per year, fifteen (15) of which must be taken during non-class days with the exception of immediate family illness (spouse and children). Five (5) vacation days may be taken during class-scheduled days with the approval of the Superintendent. The Director of Facilities may utilize vacation at any time during the school year with the approval of the Superintendent.
- B. Vacation is accrued at 1.66 days per month.
- C. Supervisors on an eleven (11) month – ten (10) month plus twenty (20) days – contract shall work September 1 to June 30, accrue no vacation time, and follow the school calendar when classes are in session. An additional twenty (20) days shall be worked from July 1 through August 31. Salary is inclusive of that additional time.
- D. The work year for administrators by this contract is defined as twelve (12) months minus vacation time earned and the legal holidays as established in the official school calendar which are as follows:

Christmas Eve*	Christmas Day**
New Year’s Eve	New Year’s Day
Martin Luther King Day	Independence Day
Memorial Day	Labor Day
Thanksgiving Day	Friday After Thanksgiving
Lincoln/Washington’s Birthday (Holiday Weekend two (2) days)	Spring Break (as defined by the school calendar)
Columbus Day (if school is closed to staff and students or a Float Day)	

* Two additional days during the Winter Break as defined by the Clayton Education Association Agreement will be awarded to Instructional Supervisors.

** If Instructional Supervisors take additional days off during the Winter Break beyond the entitled days described above, those days will be added to their calendar of days required after June 30.

- E. Each twelve (12) month employee member of the Association may carry up to ten (10) earned vacation days over to the next school calendar year. Those days must be used prior to July 1 of that school year. In the event that they are not used, these days shall be forfeited.
- F. Members who die before their contract periods are complete shall have payment for their unused vacation days earned payable to their estate based on the year of the accrual.
- G. Members who retire or separate from service to the District during the contract year shall receive cash payments for their unused vacation days earned consistent with their per diem contract salary based on the year of accrual. This clause does not release administrators from requirements of Article V, Section E and Section F. See Article XIII, 5.

ARTICLE VI: SICK LEAVE

- A. **Accumulative**
All full-time eleven (11) month administrative employees shall be entitled to eleven (11) sick days leave per year. All full-time twelve (12) month administrative employees shall be entitled to twelve (12) days sick leave per year. Unused personal days shall be rolled to sick leave days for the duration of this contract. Unused days of sick leave shall be accumulated from year to year.
- B. **Retirement**
Any administrative employee retiring or leaving the District after ten (10) years of service in the District in a supervisory capacity with a minimum of twenty-five (25) accumulated unused sick days shall receive \$60 per day for all accumulated sick days. Accumulated sick leave pay shall not exceed \$12,000.

ARTICLE VII: LEAVE OF ABSENCE

All full-time administrative employees shall be entitled to the following temporary non-cumulative leaves of absence.

- A. Applications for leave under this Article must be made at least four (4) days before taking the leave (except in emergencies). The Superintendent shall approve up to three (3) days personal time with pay. These days may be taken without a reason. Additional leave may be granted at the discretion of the Superintendent. Leave shall not be taken the day before or after a holiday or long weekend without approval of the Superintendent.
- B. Unused personal days shall be accumulated as sick days and may be used for payment purposes as stated in Article VI.
- C. Should the Superintendent deem it necessary for additional leaves of absence, said leave under Section XIII A 1 must be requested in advance and receive the Superintendent's approval.
- D. Absence due to death in the immediate family shall be allowed with pay up to a maximum of five (5) days. Immediate family means husband, wife, father, mother, child, brother, sister, mother-in-law, father-in-law, paternal/maternal grandparents of staff members and their spouses, or any person standing in loco parentis.

ARTICLE VIII: ADMINISTRATORS' RIGHTS AND BENEFITS

A. Retained Rights and Benefits

Except as set forth below and as otherwise provided for in this Agreement, all previous terms and conditions of employment relating to administrators' rights and benefits shall be terminated as of the date of this contract.

1. Payment of dues for each administrator for membership in any two (2) (one (1) National and one (1) State) of the following professional organizations: New Jersey Principals and Supervisors Association, National Secondary School Principals Association, National Elementary School Principals Association, Association for School Curriculum Development, National Special Education Association, and the New Jersey Association of School Administrators.
2. Snow Days: Attendance shall be at the discretion of the Superintendent.
3. For clarification purposes, New Jersey Education Association or New Jersey Principals and Supervisors Association Conventions may be attended by administrators without utilization of vacation time. In the event of nonattendance, administrators will work in District.

B. Management Prerogatives

1. The Board specifically retains all of its legal authority including but not limited to the following:
 - a. the right to direct the employees of the District
 - b. the right to hire, promote, transfer, assign, and retain employees in positions in the District and to suspend, demote, discharge, or take other disciplinary action against employees
 - c. the right to relieve employees of duty because of lack of work or other legitimate reasons
 - d. the right to maintain efficiency of the District operations entrusted to it
 - e. the right to determine the methods, means, and personnel by which operations are to be conducted
 - f. the right to take whatever actions may be necessary to carry out the mission of the District in situations of emergency
2. Additional responsibilities and duties not herein specifically described or excluded but consistent with normal educational practices may be assigned by the Board and/or the Superintendent of Schools following statutory requirements vis-à-vis the chain of command.

C. Evaluation

1. The Superintendent shall establish supervisor procedures that will guarantee a yearly minimum of three (3) written evaluations for each non-tenured administrative employee and one (1) evaluation for each tenured administrative employee.
2. Each administrative employee shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him or her.

3. A conference shall be arranged between the evaluator and the administrative employee as soon as possible after receipt of the written evaluation by the administrative employee in compliance with NJAC 6:30-1.21. At such time, the administrative employee is entitled to have his or her response to the evaluation heard and appended to the evaluation report.
 4. Each non-tenured administrative employee shall receive written notice prior to May 15 of each year whether or not the Superintendent intends to recommend a renewal of the contract for the ensuing year.
- D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel files and an opportunity to place written communications in such files in response to material in the files. Such requests shall be presented in writing to the Superintendent a minimum of seventy-two (72) hours prior to the desired time of perusal. Any written response must be added no later than seventy-two (72) hours following receipt of said material by the member or seventy-two (72) hours following formal time of perusal. Said personnel files shall be reviewed only in the office where maintained and shall not be removed from that place.
- E. When administrative employees are required to appear before the Superintendent for the purpose of formal disciplinary action, they shall be given prior written notice of the reasons for such meetings or interviews and shall be entitled to representation. The Superintendent shall be provided within twenty-four (24) hours written notice as to the name and position of the representative.
- F. When administrative employees are required to appear before the Board or any committee thereof for the purpose of disciplinary action, they shall be given two (2) days prior written notice of the reasons for such meeting or interview and shall be entitled to representation. The Board shall be provided with twenty-four (24) hours written notice as to the name and position of this representative.
- G. Contracts shall be issued May 30 of each year.
- H. Longevity
All administrators who have completed the listed number of years as an administrator in the District shall receive the additional amounts added to his or her base salary:
- | | |
|----------------|----------------------|
| After 5 Years | \$1000 (Years 6-10) |
| After 10 Years | \$1200 (Years 11-15) |
| After 15 Years | \$1500 (Years 16+) |

ARTICLE IX: DEDUCTION OF DUES

Pursuant to the provisions of Chapter 310 of the laws of 1967 (RS 52:14-14.9e) as amended by Chapter 233 of the Laws of 1969, whenever any employee shall indicate in writing to the Board his or her desire to have deductions made from his or her compensation for the purposes of paying employee's dues to the Association said dues shall be deducted as requested by such employee and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

ARTICLE X: SALARY

- A. The administrators shall receive a 5.2% increase in their base salary each year of this three-year Agreement. A salary guide to reflect the current members of the Association is found in Schedule A.

B. New Hires

1. For the three-year term of this Agreement, salaries for new unit member administrators entering the District will be set in accordance with the following ranges:

HS Principal	\$75,000	To	\$95,000
ES Principal	\$70,000	To	\$90,000
Assistant Principals	\$65,000	To	\$85,000
Supervisors	\$60,000	To	\$80,000
Directors	\$55,000	To	\$75,000

2. The parties agree that the initial starting salary for all new hires or promotions effective after the date of the execution of this contract shall be negotiable between the individual prospective employee involved and the Board of Education via the Superintendent.
3. Any employee hired or promoted with an effective date after the start of the school year must have actual employment of more than six (6) months to be eligible to receive any increase for the next school year.

ARTICLE XI: WORK YEAR/WORK LOAD

Instructional Supervisors

- A. The work year for eleven (11) month Instructional Supervisors shall span from September 1 until June 30. In addition, Instructional Supervisors shall be required to work an additional twenty (20) days beyond the teachers' calendar from July 1 until August 31. At the discretion of the Superintendent, a flexible work schedule may be granted to be exchanged for work time in the summer.
- B. Instructional Supervisors shall be assigned zero (0) instructional periods per day.
- C. The salary listed in Schedule A shall be the total pensionable salary for the position including the additional twenty (20) days.

ARTICLE XII: PROFESSIONAL DEVELOPMENT

The Clayton Board of Education shall budget \$6,000 - \$7,000 to support the professional development of administrators to attend workshops and/or conventions as approved by the Superintendent (as required by law, effective July 1, 2005).

ARTICLE XIII: MISCELLANEOUS

A. General Provisions

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
2. This Agreement shall be printed and distributed at Board and Association expense and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

3. This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor agreement as provided by Chapter 123 Public Law 1974. Should no new contract be negotiated by the termination date of this Agreement, this contract shall remain in full force and effect until such time as a new contract is negotiated and signed.
4. In the event that any portion of this Agreement shall be deemed to be in violation of the law, the remainder of the Agreement shall remain in full force and effect.
5. Administrators planning to retire must notify the Superintendent no later than December 1 of the year preceding the effective date of retirement in order to receive prompt payment of accumulated vacation and sick leave. Those who fail to comply with the notification procedure described herein shall be required to wait for said payment until such time as 1) the money is allocated in the next school budget; and 2) the budget becomes effective.
6. Any leave benefit or additional professional development such as college course work shall have the same benefits as Clayton Education Association Article XIV and Schedule A Section C.

SCHEDULE A: SALARIES OF CURRENT MEMBERS OF THE ASSOCIATION

The administrators shall receive a 5.2% increase in their base salary each year of this three-year Agreement.

<u>Position</u>	<u>Base Salary</u> 2004-2005	<u>Base Salary</u> 2005-2006	<u>Base Salary</u> 2006-2007
Principal, HS/MS	\$101,868.32	\$106,008.00	\$111,520.60*
Principal, Elem.	\$81,004.00	\$85,143.86	\$89,571.34
Asst. Prin., HS/MS	\$75,744.00	\$79,884.00	\$84,037.82
Asst. Prin., Elem.	\$74,118.66*	\$78,259.00*	\$82,327.96*
Dir. of Facilities	\$70,916.37*	\$75,056.00*	\$78,959.15*
C&I Supervisor	\$76,990.62**	\$81,130.00**	\$85,349.26**
C&I Supervisor	\$76,397.29**	\$80,537.00**	\$84,725.08**
Supervisor of SS	\$80,823.06* **	\$84,963.00* **	\$89,380.98* **
Supervisor of Guid.	\$74,692.00	\$78,832.00	\$82,931.11
Athletic Director	\$73,640.00	\$77,780.00	\$81,824.41

* Add \$1,000 for longevity

** Any administrator assigned the duties of Grant Facilitator or Coordinator, or Curriculum Coordination K-12 shall receive an additional \$10,000 added to the pensionable base salary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries.

Date Signed: _____

CLAYTON ADMINISTRATORS' ASSOCIATION:

Attest: _____
Secretary

By: _____
President

CLAYTON BOARD OF EDUCATION

Attest: _____
Secretary

By: _____
President