

AGREEMENT

between

The Clark Board of Education
of the Township of Clark
(Union) County, New Jersey

and

The Clark Education Association

X July 1, 1981 to June 30, 1984

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Effective July 1, 1981

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PREAMBLE

1 It is the intent and purpose of the parties hereto to
2 establish a basic agreement relative to terms and conditions
3 of employment in accordance with New Jersey Statutes Annota-
4 ted Title 34:13A-1 to 13A-13 as amended.

5
6 AGREEMENT

7
8 This Agreement made this ninth day of April
9 1981 by and between the Board of Education of the Township of
10 Clark, County of Union, New Jersey, a municipal corporation,
11 hereinafter referred to as the "Board", and the Clark Education
12 Association, hereinafter referred to as the "Association", ef-
13 fective as of July 1, 1981.

14
15 WITNESSETH

16
17 In consideration of the following mutual covenants, it is
18 hereby agreed as follows:

19
20
21 ARTICLE 1.10

22
23 RECOGNITION CLAUSE

24
25 1. The Board hereby recognizes the Association as the sole
26 and exclusive bargaining representative on behalf of all the
27 employees in the collective bargaining unit.

28
29 2. The term "employees" shall embrace members of the follow-
30 ing employee groups: all full-time certificated teachers, school
31 nurses, school secretaries, special services secretary, curriculum
32 office secretary, clerks/typists, payroll clerk/computer operators,
33 budget clerk/computer operators, custodians, maintenance persons,
34 bus drivers. Part-time co-curricular employees in the following
35 categories are also covered: Cheerleader Advisors, Yearbook
36 Advisors, School Play Advisors, Athletic Coaches, Intramural

1 Coaches, and Administrative Aides. All other employees, such
2 as Administrative Secretaries of the Superintendent and the
3 Business Administrator, Principals, Helping Teacher, Curricu-
4 lum Coordinator; Directors of the following: Special Services,
5 Summer School, Recreation; Superintendent, Business Administra-
6 tor, Secretary to the Board of Education, and the Maintenance
7 Foreman are specifically excluded.

8
9 3. Unless otherwise indicated, the term "employees" when
10 used hereinafter in this Agreement, shall refer to all employees
11 represented by the Association in the negotiating unit as above
12 defined.

13
14
15 ARTICLE 1.20

16
17 NEGOTIATION PROCEDURE

18
19 1. The parties agree to enter into collective negotiations
20 over a successor Agreement in accordance with New Jersey Statutes
21 Annotated Title 34:13A-1 to 13A-13 as amended in a good faith
22 effort to reach agreement on terms and conditions of employment.
23 Such negotiations shall begin no later than dates established
24 by PERC.

25
26 2. Negotiations will begin by a committee of the Association
27 and a committee of the Board: by the Association for such em-
28 ployees as the Association is the proven, legal bargaining repre-
29 sentative and the same is recognized by the Board as provided in
30 New Jersey Statutes Annotated Title 34:13A-1 to 13A-13 as amended.

31
32 3. During negotiations, the representatives of the Board and
33 the Association shall present relevant, non-confidential data,
34 exchange points of view and have the power to make proposals and
35 counter-proposals in the course of the negotiations.

36
37 4. If any part of this Agreement is held invalid by an agency

1 of proper legal jurisdiction, the remaining portions of this
2 Agreement will remain in effect for the remainder of the term
3 of this Agreement.

4

5 5. At the end of each negotiating session, a summary of
6 points may be written for future use by both parties. In
7 addition, a brief agenda for the subsequent meeting will be
8 noted.

9

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

13

14

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ARTICLE 1.30

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ASSOCIATION RIGHTS AND PRIVILEGES

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

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Representatives of the Association, the NJEA, and the NEA 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.

The Association shall have the right to use school buildings under the existing Board of Education policies which provide for application and approval to use school facilities.

The Association shall have the right to post information on the bulletin board in each faculty room. Copies of any materials posted shall be given to the building principal prior to posting.

1 The Association shall have the right to use, within reason,
2 the inter-school mail service and school mailboxes in dissemina-
3 ting information.
4

5 At the conclusion of a general faculty meeting, the Associa-
6 tion may meet to discuss pertinent business.
7

8 The Board shall grant three (3) days leave per year with
9 pay to the President or other officer of the Association in
10 order to attend to Association business at the local, county,
11 state or national levels. Such days may be taken singly or in
12 combination.
13

14 Each year, the Superintendent and his staff will provide new
15 teacher orientation programs with the aid of the Clark Education
16 Association.
17

18 ARTICLE 1.31

19
20 REPRESENTATION FEE
21

22 Any full-time employee of the Board of Education covered under
23 the provisions of this Agreement who does not become a member of
24 the Association during any membership year, July 1 to the follow-
25 ing June 30, will be required to pay a representation fee to the
26 Association for that membership year in lieu of dues for services
27 rendered by the Association in accordance with the provisions of
28 Chapter 477, Public Laws of 1979.
29

30 The representation fee to be paid to the Association by non-
31 members covered under the provisions of this Agreement will be as
32 follows:
33

- 34 1. First Year of this Agreement - not to exceed 50% of the
35 amount of regular membership dues, initiation fees and
36 assessments charged by the Association to its own members
37 for that membership year less the cost of benefits financed

1 through the dues, fees and assessments and available to
2 or benefiting only its own members.

3

4 2. Second Year of this Agreement - not to exceed 75% of the
5 amount of regular membership dues, initiation fees and
6 assessments charged by the Association to its own members
7 for that membership year less the cost of benefits financed
8 through the dues, fees and assessments and available to or
9 benefiting only its own members.

10

11 3. Third Year of Agreement - not to exceed 85% of the amount
12 of regular membership dues, initiation fees and assessments
13 charged by the Association to its own members for that mem-
14 bership year less the cost of benefits financed through the
15 dues, fees and assessments and available to or benefiting
16 only its own members.

17

18 If an employee who is required to pay a representation fee
19 terminates his or her employment with the Board, the Board will
20 deduct the unpaid portion of the fee from the last paycheck paid
21 to said employee covering the employee's period of employment on
22 a pro rata basis.

23

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

30

31 ARTICLE 1.35

32

33 MANAGEMENT RIGHTS

34

35 The Board of Education reserves to itself jurisdiction and
36 authority over matters of policy and management functions and
37 retains the right, subject only to the limitations imposed by

1 the language of this Agreement, in accordance with all applic-
2 able laws and regulations:

3

4 1. to control the executive management and administration
5 of the school system and its properties and facilities;

6

7 2. to hire, promote, transfer, assign and retain employees
8 in the school district; and to suspend, demote, discharge,
9 or take other disciplinary action against employees;

10

11 3. to relieve employees from duty because of lack of work
12 or for other legitimate reasons;

13

14 4. to maintain efficiency of the school district operations
15 entrusted to them;

16

17 5. to determine the methods, means and personnel by which
18 such operations are to be conducted;

19

20 6. to establish grades and courses of instruction, includ-
21 ing special programs, and to provide for athletic, recrea-
22 tional and social activities for students, as deemed neces-
23 sary or advisable by the Board; and

24

25 7. to take whatever actions may be necessary to carry out the
26 responsibilities of the school district in situations of
27 emergency.

28

29 Nothing contained herein shall be considered to deny or restrict
30 the Board of its rights, responsibilities and authority under Title
31 18A of the Laws of the State of New Jersey or any other State Laws
32 or regulations as they pertain to education.

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ARTICLE 1.40

EMPLOYEE RIGHTS

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 1.50

LEGAL RESPONSIBILITIES

Association acknowledges that the employees of the Board which it represents are not entitled to strike or to disable the Board in the discharge of its statutory duty and Association agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE 1.60

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any employee and/or

1 the Association that there has been an inequitable, improper,
2 or unjust application, interpretation, or violation of a
3 policy, agreement, or administrative decision affecting said
4 employee and/or the Association.

5
6 The term "grievance" and the procedure relative thereto,
7 shall not be deemed applicable in the following instances:

- 8
- 9 1. The failure or refusal of the Board to renew a contract
10 of a non-tenure employee; or a non-tenure appointment of
11 a tenured employee which arises by reason of his not being
12 re-employed or re-appointed to the non-tenure position;
13
 - 14 2. In matters where a method of review is prescribed by law,
15 any rule, or regulation, or by decision of the State
16 Commissioner of Education or the State Board of Education
17 having the force and effect of law;
18
 - 19 3. In matters where the Board is without authority to act;
20
 - 21 4. In matters prescribed by law involving the sole and un-
22 limited discretion of the Board;
23
 - 24 5. In matters prescribed by law where the discretion of the
25 Board may not be unlimited but where, after the exercise
26 of such discretion, a further review of the Board's action
27 is available under provisions of State Law.

28
29 Paragraphs 3, 4, 5 of "Definitions" of this article cover
30 matters which are not deemed grievable. However, in an effort
31 to deal forthrightly with alleged real or supposed injustices
32 thereunder, such matters may be appealed through all the pro-
33 cedures herein provided.

34
35 The term "employee" where used in Grievance Procedure Article,
36 shall mean the same as in Article 1.10 of this Instrument and/or
37 the Clark Education Association.

1 The term "representative" shall include any organization,
2 agency or person designated by any employee or any group of
3 employees, or by a public employees association as authorized
4 by the Clark Education Association or by the Board to act on
5 its or their behalf and to represent it or them.

6

7 The term "immediate" superior shall mean the person to whom
8 the aggrieved employee is directly responsible.

9

10 The term "party" means an aggrieved employee.

11

12

PROCEDURE

13

14 1. An aggrieved employee shall give advice of possible
15 grievance within ten (10) working days and to insti-
16 tute official action under the provisions hereof within
17 fifteen (15) working days of the occurrence complained
18 of, or within the above limits after he would be expected
19 to know of its occurrence. Failure to act within said
20 fifteen (15) day period, shall be deemed to constitute
21 an abandonment of the grievance.

22

23 2. An employee processing a grievance shall be assured
24 freedom from restraint, interference, coercion, discrim-
25 ination, or reprisal.

26

27 3. In the presentation of a grievance, the employee shall
28 have the right to present his own appeal or to designate a
29 representative to appear with him at any step in his appeal.
30 A minority organization shall not have the right to present
31 or process a grievance.

32

33 4. Whenever the employee appears with a representative, the
34 Board shall have the right to designate a representative
35 to participate at any stage of the grievance procedure.

- 1 5. An employee shall first discuss his grievance orally
2 with his immediate superior. Where the immediate superior
3 is below the rank of principal, the principal shall be
4 notified and shall be present at and participate in said
5 hearing. A decision shall be rendered within ten (10)
6 working days of said hearing by the principal or im-
7 mediate superior.
8
- 9 6. If the grievance is not resolved to the employee's
10 satisfaction within five (5) working days from the
11 determination referred to in Paragraph 5 above, the
12 employee shall submit his grievance to the Superinten-
13 dent of Schools in writing, specifying:
14
15 a. The nature of the grievance;
16 b. The results of the previous discussion;
17 c. Redress sought;
18
- 19
- 20
- 21 7. A copy of the writing called for in Paragraph 6 above,
22 shall be furnished to the Principal and anything in writing
23 by the Principal or immediate superior concerning the
24 grievance shall be given to the employee.
25
- 26 8. Within ten (10) working days from the receipt of the
27 written grievance (unless a different period is mutually
28 agreed upon in writing), the Superintendent shall hold a
29 hearing at which all parties in interest shall have the
30 right to be heard.
31
- 32 9. The Superintendent shall, in writing, within ten (10)
33 working days, advise the employee and his representative,
34 if there is one, of his determination and shall forward a
35 copy of said determination to the school principal and to
36 the immediate superior of the aggrieved employee.

- 1 10. In the event of the failure of the Superintendent to
2 act in accordance with the provisions of Paragraphs 8
3 and 9, or, in the event of a determination by him in
4 accordance with the provisions thereof, is deemed un-
5 satisfactory by either party - the dissatisfied party,
6 within ten (10) working days of the failure of the
7 Superintendent to act or within ten (10) working days
8 of the determination by him, may appeal to the Board
9 of Education.
10
- 11 11. Where an appeal is taken to the Board, there shall be
12 submitted by the appellant in writing, set forth in
13 Paragraphs 6 and 9, and a further statement in writing
14 setting forth the appellant's dissatisfaction with the
15 Superintendent's action. A copy of said statement shall
16 be furnished to the Superintendent and Principal.
17
- 18 12. If the appellant, in his appeal to the Board, does not
19 request a hearing, the Board may consider the appeal on
20 the written record submitted to it, or the Board may,
21 on its own, conduct a hearing, or it may request the
22 submission of additional written material. Where addi-
23 tional written materials are requested by the Board,
24 copies thereof, shall be served upon the Superintendent
25 and the Principal, who shall have the right to reply
26 thereto. The appellant shall receive copies of all addi-
27 tional written materials which are considered by the
28 Board in its determination of the grievance appeal.
29
- 30 13. Where the appellant requests, in writing, a hearing before
31 the Board, a hearing shall be held. Within ten (10) work-
32 ing days, action shall be initiated to set a mutually satis-
33 factory hearing date.
34
- 35 14. The Board shall make a determination within thirty (30)
36 working days from the receipt of the grievance, if no
37 hearing; if hearing, then thirty (30) working days after

1 completion of hearing, and shall, in writing, notify
2 the employee, his representative if there be one, the
3 Principal, and the Superintendent of its determination.
4 This time period may be extended by mutual agreement of
5 the parties.

6
7 15. In the event an employee is dissatisfied with the deter-
8 mination of the Board he shall have the right to request
9 advisory arbitration pursuant to rules and regulations
10 established by the Public Employment Relations Commission
11 under the provisions of New Jersey Statutes Annotated
12 Title 34:13A-1 to 13A-13 as amended.

13
14 A request for advisory arbitration shall be made no later
15 than fifteen (15) working days following the determination
16 of the Board. Failure to file within said time period
17 shall constitute a bar to such arbitration unless the
18 aggrieved employee and the Board shall mutually agree
19 upon a longer time period within which to assert such
20 a demand.

21
22 In the event of advisory arbitration, the costs of the
23 arbitrator's services, expenses, stenographic and other
24 costs attendant thereto shall be equally shared by the
25 parties and each of the parties shall bear their own costs.

26
27 16. In event a grievance should be filed by any employee who
28 is not subject to the jurisdiction of any principal, he
29 shall discuss his grievance initially with his immediate
30 superior and if still dissatisfied with the determination,
31 may appeal to the Superintendent and if still dissatisfied,
32 the Board in accordance with the provisions herein set forth

33
34 17. In any case where a grievance is based upon the direct order
35 ruling or determination of the Superintendent, the aggrieved
36 employee may appeal directly to the Superintendent within
37 ten (10) working days of the issuance of said order, ruling

1 or directive or within ten (10) working days of the
2 time when same shall have been brought to the employee's
3 attention.

4

5 18. The Superintendent shall hold a hearing with all parties
6 at interest within ten (10) working days from notification
7 of grievance.

8

9 19. Within ten (10) working days, the Superintendent shall
10 notify the employee, in writing, of his determination.

11

12 In the event of a determination by him in accordance
13 with the provisions thereof, is deemed unsatisfactory
14 by the employee, the employee within ten (10) working
15 days of the determination by him, may appeal to the
16 Board of Education. The employee shall file with the
17 Secretary of the Board his appeal, in writing, setting
18 forth:

19

a. The order, ruling or determination complained of

20

b. The basis of the complaint

21

c. Request for a hearing if a hearing is desired.

22

23 A copy of the writings set forth above shall be served
24 on the Superintendent who shall have the right to reply,
25 in writing, thereto. A copy of such reply shall be
26 served on the allegedly aggrieved employee.

27

28 20. Upon receipt of a grievance filed under the provisions
29 of Paragraph 17, the procedure shall be as set forth in
30 Paragraphs 12 and 14.

31

32 21. All employees shall be entitled to resort to the full
33 procedure hereinabove set forth.

34

35 22. The parties will arrange to have hearing or arbitration
36 meetings held at times which will not interfere with the
37 normal operation of the schools whenever possible.

- 1 23. Employee representation as provided shall be at no
2 cost or expense to the Board.
3
4 24. Inaction at any stage where time limits are specified
5 shall be construed as consent to an opposing finding.
6
7 25. Where three (3) or more employees covered under this
8 Agreement and collectively working under at least two
9 building principals have cause to submit the same
10 grievance, then the group collectively, with identifica-
11 tion of the aggrieved employees, and with designation of
12 one of the aggrieved who is to process the grievance on
13 their behalf, may submit a single group grievance through
14 the Superintendent of Schools which shall in all other
15 respects be processed as though an individual grievance
16 has been submitted.

17
18 The grievance or grievances shall be given to each prin-
19 cipal involved and each such principal shall be given a
20 copy of the grievance or grievances when it is submitted
21 to the Superintendent of Schools.
22

- 23 26. Where three (3) or more employees covered under this Agree-
24 ment and collectively working under one building principal
25 have cause to submit the same grievance, then the group
26 collectively, with identification of the aggrieved employees,
27 and with designation of one of the aggrieved who is to pro-
28 cess the grievance on their behalf, may submit a single
29 group grievance through the Building Principal which shall
30 in all other respects be processed as though an individual
31 grievance has been submitted.

- 32
33 27. Where a grievance is instituted at a time such that it
34 cannot be processed in due course before school closes,
35 either party shall have the right to request a moratorium
36 in the grievance procedure. However, where such a mori-
37 torium has been invoked, the grievance must be reinsti-

1 tuted by September 15th of that year or be considered
2 null and void.

3

4 28. Pending the final resolution of a grievance, the em-
5 ployee or employees filing a grievance of the contract
6 shall remain under the direction of the Superintendent
7 and the Board of Education.

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ARTICLE 2.10

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TEACHER EMPLOYMENT

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ARTICLE 2.20

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STAFF OPENINGS

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ARTICLE 2.30

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THE SCHOOL YEAR

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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.

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

3

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

10

11 For district-wide faculty meetings during the school year,
12 pupils may be dismissed no less than four (4) hours after
13 classes begin but no later than after pupil lunch periods, de-
14 pending upon conditions and requirements of the meeting.

15

16 The last two (2) days of the pupil school year will end at
17 12:30 p.m.

18

19

ARTICLE 2.35

20

21

ROOM PREPARATION

22

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

26

27

ARTICLE 2.40

28

29

TRANSFERS - VOLUNTARY

30

31 Teachers who desire a change in grade and/or subject assign-
32 ment, or who desire to transfer to another building, may file
33 a written statement of such preference with the Principal and
34 Superintendent.

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ARTICLE 2.50

TRANSFERS - INVOLUNTARY

An involuntary transfer or reassignment will be accompanied by a meeting between 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 2.60

LEAVES

Sick Leave

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 (10) 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.

After twenty (20) years of employment in the district, an additional five (5) days each year which shall not be cumulative shall be granted where all other sick leave has been used.

Upon retirement, the employee shall receive ten dollars (\$10) per day for each accumulated sick day for up to and not to exceed one hundred (100) days and not to exceed one thousand dollars (\$1,000).

1 Personal days may be taken to take care of religious,
2 business or family needs which cannot be attended to except
3 during school hours.

4
5 All full-time professional staff of the Board of Education
6 shall receive, upon application three days in advance (if
7 possible), to the Principal, in writing, and with the approval
8 of the Superintendent, personal days at full pay not to exceed
9 three (3) days during one school year with no reasons stated.
10 In the event that personal days are not used during a directly
11 prior year, up to two (2) of those unused days may be carried
12 over to the succeeding years and may be allowed, with reasons
13 stated, not to exceed an aggregate total of five (5) days in
14 any one year.

15
16 Application for personal days should be submitted as far
17 in advance as possible to the Superintendent of Schools.

18
19 In case of emergency, verbal approval may be given by the
20 Principal or Superintendent, whichever is available, for a
21 period not to exceed two (2) days. Regular channels will be
22 used if a longer time is needed.

23
24 All non-professional full-time employees of the Board may,
25 upon application to the Principal, in writing, and by approval
26 of the Business Administrator and Superintendent, receive up
27 to three (3) full days per year at full pay for religious,
28 personal business or family reasons. Application for such
29 leave should be submitted as far in advance as possible.

30
31 Such days are intended to cover conditions over which the
32 employee has no control. These are not intended as additional
33 holidays.

34
35 Death in Immediate Family

36
37 All full-time employees of the Board of Education shall,

1 with the approval of the Superintendent, receive personal days
2 at full pay for death in the immediate family. Immediate family
3 is defined as spouse, children, mother, father, brother, sister,
4 mother-in-law, father-in-law, sister-in-law, brother-in-law,
5 members of immediate household and grandparents, of the employee
6 and/or employee's spouse.

7
8 The number of days allowable is dependent on each indivi-
9 dual situation and the employee's responsibilities in making
10 funeral arrangements. Generally, such absence should not ex-
11 tend beyond the day of the funeral.

12
13 ARTICLE 2.65

14
15 LEAVE OF ABSENCE WITHOUT PAY

16
17 Leaves of absence for the care of an infant following natural
18 birth shall be granted upon request to the Superintendent, sub-
19 ject to provisions in this Agreement.

20
21 In all instances of pregnancy, the employee shall inform
22 the Superintendent at least three (3) months prior to the anti-
23 cipated birth date whether she expects to be absent solely dur-
24 ing the period of her disability or if she intends to take an
25 extended leave without pay following her disability.

26
27 The leave of absence shall be without pay and shall commence
28 and end at a date mutually agreed upon by the Board of Education
29 and the applicant, taking into consideration both the interests
30 of the employee and the students concerned.

31
32 A child-rearing leave shall not extend beyond one official
33 school year which begins after the close of the school year in
34 which the leave begins.

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

3
4 Any employee adopting an infant child shall receive similar
5 leave which shall commence upon receiving de facto custody of
6 said infant, or earlier if necessary to fulfill the requirements
7 for the adoption.

8
9 If a person does not return to work at the end of stated leave
10 of absence following notification by the Superintendent, then,
11 such failure shall be considered a resignation.

12

13 ARTICLE 2.70

14

15 COMPLAINTS

16

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

19

20 If a parent or student contacts the Principal with a verbal
21 question concerning a teacher, effort should be made to resolve
22 the matter informally, when possible, through meetings of the
23 teacher, the immediate superior, the Principal, or the Superin-
24 tendent and the parent.

25

26 ARTICLE 2.80

27

28 EVALUATION

29

30 All monitoring and observation of an employee, shall be
31 conducted openly. An employee shall be given a copy of the
32 evaluation report prepared by the Evaluator. Both employee
33 and Evaluator will sign all copies. Evaluations by the Super-
34 intendent will be discussed with the employee.

35

36 An employee shall have the right, upon request, to review the
37 contents of his personnel file at the convenience of the Superin-
38 tendent.

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ARTICLE 2.90

PLANNING TIME AND LUNCH TIME

Each teacher's work day shall include a duty-free lunch period. This duty-free lunch period shall be consistent with the length of the student lunch period. Teachers may leave the building during their duty-free lunch period, but must notify the Principal's office.

The work week shall include planning periods at the average rate of one per each full day that classes are in session.

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

ARTICLE 3.10

SALARIES

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

ARTICLE 3.20

ADVANCED STUDY GRANTS

All full-time teachers who have completed the second year of teaching in Clark are eligible to apply for financial grants for advanced study. Grants will be provided up to 80% of tuition costs not to exceed 80% of Seton Hall University's cost for similar courses. Up to twelve (12) semester hours may be granted during any fiscal year, except that where a teacher is in a degree program, up to eighteen (18) semester hours may be granted during

1 any fiscal year. In addition, cost of books and laboratory
2 fees will be paid up to \$25 based on 50% of such costs con-
3 nected with the courses studied.

4

5 Teachers in their second year of teaching in Clark shall be
6 eligible for one (1) course in each of the Fall and Spring
7 semesters not to exceed a total of six (6) semester hours.

8

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

15

16 Reimbursement for expenses covered by the Grant will be pro-
17 cessed for payment upon notification from the college of success-
18 ful course completion.

19

20 Application for Advanced Study Grants will be forwarded to
21 the Superintendent of Schools for review, after which recommenda-
22 tions will be presented to the Board of Education for approval or
23 rejection.

24

25 The purposes of this Agreement are:

26

27 1. To encourage applicants who aspire to an advanced degree.

28

29 2. To encourage those preparing for positions in which the
30 Clark Public Schools are in need of personnel.

31

32 3. To encourage taking courses which have the potential to
33 improve the instructional ability of the applicant.

34

35 The following guidelines will apply:

36

37 1. Application for a grant must be made by November 1 of

1 the year preceding the fiscal year in which courses
2 will be pursued. At this time, the number of summer
3 courses and the semester hours of credits will be
4 designated. Application for first semester courses
5 will be made by August 15. Application for second
6 semester courses must be made final by December 15
7 in the fiscal year. Applications must be submitted
8 on the form provided. As soon as specific course
9 designations can be determined, the Superintendent
10 must be notified.

11

12 2. Applicant will state the purposes for desiring addi-
13 tional study.

14

15 3. Applicants may apply in consecutive years or other-
16 wise.

17

18 4. Tuition grants are not to be used by teachers who
19 are already receiving aid from other sources, unless
20 such aid shall be shown to be less than allowed by
21 this Agreement in which case a grant for the differ-
22 ential should be requested.

23

24 5. Teachers who plan to leave the Clark Schools within
25 one (1) year, through retirement or resignation are
26 not eligible for Advanced Study Grants.

27

28 6. Teachers who leave the Clark Schools during the year
29 of the grant, will be credited with not more than 50%
30 of the amount of the grant if departure occurs during
31 the first seven (7) months of the school year and will
32 be credited in full for departure thereafter.

33

34 7. A short report at the conclusion of the course must be
35 made to the Superintendent which summarizes the know-
36 ledge attained in the course in relationship to teach-
37 ing and to the school system taken as a body.

- 1 8. Advanced Study Grants are not given for undergraduate
2 courses taken for teacher certification.
3
4 9. If a course taken is not satisfactorily completed, a
5 consultation with the Superintendent and his recom-
6 mendation is required before further grants are approved.
7

8 ARTICLE 3.30

9
10 PROFESSIONAL DEVELOPMENT GRANTS

11
12 These programs are designed to provide special opportunities
13 and help to teachers who wish to learn about and to try out novel
14 strategies of teaching and learning.

15
16 I. Mini grant
17

18 Grants up to \$200 will be awarded directly to individual
19 teachers for funding the special materials and supplies needed
20 to carry out innovative classroom projects. Each project will
21 be considered on its individual merits - on the extent to which
22 it is innovative. All personnel who engage in teaching activi-
23 ties are eligible to apply for a mini grant.

24
25 Conditions
26

- 27 1. A committee composed of two (2) supervisors, two (2)
28 principals, and two (2) teachers will review all
29 applications and recommend to the Superintendent of
30 Schools, those projects which merit funding. The
31 Superintendent of Schools in turn, makes recommenda-
32 tion to the Board of Education, which makes the final
33 decision to approve the project.
34
35 2. Teachers may apply for a grant at any time of the year.
36
37 3. Teachers may submit more than one application (idea)
38 at a time and as frequently as new ideas come to them.

- 1 4. The teacher makes application on the form provided
- 2 by describing his/her innovation in some detail.
- 3
- 4 5. The application is submitted to the Principal who
- 5 refers it to the aforementioned committee for
- 6 processing.

7

8 Note: Worthy projects which require more funds than allotted

9 in this grant should be submitted to the State Depart-

10 ment of Education for an award of up to \$1,000 as long

11 as that program continues.

12

13 II. Conferences, Conventions, Workshop Grants

14

15 Opportunities to attend professional meetings by teachers

16 to expand their horizons, can be given with the approval of

17 the Superintendent and the Board of Education.

18

19 Conditions

- 20
- 21 1. The conference shall deal within the area of respon-
 - 22 sibility of the teacher requesting attendance at the
 - 23 conference. Attendance should hold promise of im-
 - 24 proving the teaching of the teacher attending.
 - 25
 - 26 2. Attendance at any single conference is limited to
 - 27 three (3) members of our teaching staff.
 - 28
 - 29 3. To be eligible for a Conference Grant, teachers must
 - 30 have completed three (3) full years of teaching in
 - 31 Clark.
 - 32
 - 33 4. Teachers who receive a Conference Grant will submit
 - 34 a report to the Superintendent on the convention,
 - 35 conference, or workshop within three (3) weeks of their
 - 36 return to Clark.

- 1 5. Application shall be made to the Superintendent of
2 Schools on the form provided for this purpose.
3 Forms are available in all school offices. Applica-
4 tion shall be made at least one (1) month in advance
5 when feasible.
6
- 7 6. Conference expenses for which the teacher is eligible
8 include: registration fee, travel, room, and included
9 meals.

10

11 III. Summer Grants

12

13 Teachers improve their knowledge and skills in teaching
14 a particular subject area by attendance at institutes offered
15 by most colleges and universities, or by directed special
16 study projects.

17

18 Summer grants are offered by the Clark Board of Education
19 to interested teachers to provide financing where funding is
20 lacking, or to supplement where funding is meager. The grant
21 must deal with studies in an area being taught by the teacher
22 applying.

23

24 Conditions

25

- 26 1. Application is made on the form provided which may
27 be obtained in the school office.
28
- 29 2. Attendance is limited to three (3) percent of the
30 professional staff each year.
31
- 32 3. Financing of the Summer Grant is contingent upon the
33 successful completion of the work projected. Where
34 this is not the case, only two-thirds (2/3) of the
35 Grant will be funded.
36
- 37 4. Financial help from the Board of Education will cover

1 the following expenses of a directed study program
2 or supplement such expenses which are not paid or
3 which are only partially paid by an Institute:
4 registration, tuition, books, travel, and room and
5 board away from home for husband, wife, and children.
6 Grants are made on the basis of a budget of expected
7 costs prepared by the applicant and approved by the
8 Superintendent. Such grants will start at \$75 per
9 week and may range upward to \$120 per week and in
10 addition, \$15 per week per dependent for up to three
11 (3) during the weeks an Institute is in session, or
12 for the period approved for directed special study
13 projects.

14
15 5. Opportunity to participate in Summer Grants accrues
16 only to those teachers under contract to Clark and
17 who commit themselves to teach for the following
18 school year in Clark. Where this is not the case,
19 all monies paid under the Grant shall be returned.

20
21 6. To be eligible for a Summer Grant, teachers must have
22 completed five (5) full years of teaching in Clark,
23 of which the last five (5) must be consecutive. The
24 teacher becomes eligible for additional grants each
25 five (5) years of teaching thereafter.

26
27 7. A report of activities under the Summer Grant must
28 be submitted to the Superintendent within two (2)
29 months following the opening of school.

30
31 ARTICLE 3.40

32
33 INSURANCE

34
35 1. The Board of Education will provide full coverage of all
36 full-time employees for Blue Cross, Blue Shield, and Major Medical
37 as provided through the State Pension System.

1 2. In addition, 80% of the premium in effect at the begin-
2 ning of the year for family coverage will be provided for all
3 employees who apply for such coverage. Balance of the premium
4 charged is to be paid for by the employee.

5
6 3. Should an employee obtain permission from the Board for
7 a leave of absence for over one (1) month, then and in that event,
8 the Board shall cease payment of premiums which is its obligation
9 under this Article, and the employee shall make his own arrange-
10 ments with the insurance carrier if he desires coverage.

11
12 ARTICLE 3.50

13
14 GROUP VARIABLE ANNUITY CONTRACT

15
16 All qualified employees may elect, subject to all applicable
17 requirements and conditions, to participate in the purchase of
18 annuity contracts with a legal reserve life insurance company.
19 Such group variable annuity may be purchased through authori-
20 zation by an employee on application to the Business Adminis-
21 trator for deduction from his salary to cover the cost of such
22 annuity.

23
24 ARTICLE 3.60

25
26 GROUP DENTAL SERVICE

27
28 The Board agrees to pay the premium for a dental service
29 group plan similar to the Traveler's Comprehensive Plan presented
30 in the Spring of 1978 for full-time employees. In the event that
31 such employee shall elect to be covered in the plan adopted by the
32 Board as hereinabove stated, under a family plan, the Board will
33 pay 75% of such additional premium for the first year of this
34 Agreement and 80% of such additional premium starting the second
35 year of this Agreement.

1 In the event that the cost of this coverage increases
2 15% or more in any one year, it is agreed that the dental
3 insurance coverage will be re-negotiated.

4

5 ARTICLE 3.70

6

7 PRESCRIPTION DRUG PLAN

8

9 The Board agrees to pay the premium for a \$1.00 deductible
10 prescription drug plan for full-time employees.

11

12 In the event that such employee shall elect to be covered
13 in the plan adopted by the Board as hereinabove stated, under
14 a family plan, the Board will pay 75% of such additional pre-
15 mium for the first year of this Agreement and 80% of such addi-
16 tional premium starting the second year of this Agreement.

17

18 ARTICLE 3.80

19

20 VISION CARE PLAN

21

22 The Board agrees to pay the premium for a vision care plan
23 provided by the Washington National Insurance Co. as initiated in
24 the Spring of 1980 for full-time employees.

25

26 In the event that such employee shall elect to be covered
27 in the plan adopted by the Board as hereinabove stated, under
28 a family plan, the Board will pay 75% of such additional premium
29 for the first year of this Agreement and 80% of such additional
30 premium starting the second year of this Agreement.

31

32 ARTICLE 4.10

33

34 HOLIDAYS AND VACATIONS

35

36 The holidays recognized by the Board of Education for non-
37 certified employees to be observed when school is not in session

1 shall be a minimum of twelve (12) to be taken from the follow-
2 ing list or such other days during the school year as deter-
3 mined by the Board of Education:

4

5	Labor Day	Christmas Day
6	Columbus Day	New Year's Day
7	Yom Kippur	Lincoln's Birthday
8	General Election Day	Presidents' Day
9	Veteran's Day	Good Friday
10	Thanksgiving Day	Memorial Day
11	Day after Thanksgiving	Independence Day

12

13 One-half ($\frac{1}{2}$) day - time off without loss of pay shall be
14 granted on Christmas Eve and New Year's Eve.

15

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

18

19 The following vacation table shall be used for secretary-
20 clerical, custodial and maintenance staffs:

21

22	1 to 5 years' employment	- 12 working days
23	6 to 10 years' employment	- 1 working day additional
24		each year
25	11 to 20 years' employment	- 1 working day additional
26		each two (2) years
27	21 to 20 years' employment	- 1 working day additional
28		each year
29	25 or more years' employment-	27 working days

30

31 Arrangement for the schedule of actual days of vacation
32 shall be made with the Superintendent, the Principal, and the
33 Business Administrator. Days of vacation must be used in the
34 fiscal year, July 1 through June 30.

35

36 If there is an emergency closing of schools due to inclement
37 weather, secretarial and clerical staffs will not be required to
38 report to work.

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

4
5 School Secretaries, clerks and secretary employed before
6 July 1, 1969 who were given contracts including 20 days' vaca-
7 tion, will continue receiving such vacations until such time
8 they have earned additional days in accordance with the present
9 Teacher Agreement.

10

11 ARTICLE 4.20

12

13 OVERTIME

14

15 1. Members of the Maintenance and Custodial group who work
16 any part of a recognized holiday will be paid time and a half
17 ($1\frac{1}{2}$) for such holiday hours worked in addition to their eight
18 (8) hours of holiday pay at their regular rate.

19

20 2. Time and a half ($1\frac{1}{2}$) shall be paid to any custodian whose
21 work exceeds forty (40) hours in any given week.

22

23 3. All Sunday work will be paid at double the normal rate
24 of pay for all hours worked. The exception will be in instances
25 of Community use of buildings which work will be paid at time and
26 a half ($1\frac{1}{2}$) for all hours worked.

27

28 ARTICLE 4.30

29

30 UNIFORMS

31

32 All custodial, maintenance and bus driver personnel will re-
33 port to work in a clean uniform and safety shoes.

34

35 1. The Board of Education will supply three (3) uniforms per
36 year.

1 2. The Board of Education will keep each member of the
2 custodial, maintenance, and bus driver group supplied with
3 one (1) pair of safety shoes. Custodians who prefer a safety
4 shoe superior to that chosen for a standard will be allowed the
5 purchase price of the standard shoe to apply toward the purchase
6 of a more expensive pair - the difference being paid by the
7 custodian.

8

9

ARTICLE 4.40

10

11

NON-CERTIFIED DISCIPLINE PROCEDURE

12

13

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

16

17

2. For a second disciplinary action, a formal written warn-
18 ing shall be issued to the employee with a copy place in the em-
19 ployee's personnel file.

20

21

3. A third warning given to an employee shall warrant sus-
22 pension without pay pending a hearing before the Superintendent.

23

24

4. The fourth warning shall constitute grounds for dismissal.

25

26

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

29

30

ARTICLE 4.45

31

32

LAY OFF PROCEDURE

33

34

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

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

3
4 ARTICLE 5.10

5
6 PRESENT POLICIES

7
8 The Board and the Association agree in accordance with
9 New Jersey Statutes Annotated Title 34:13A-1 to 13A-13 as amended
10 that except as this Agreement shall otherwise provide, those
11 policies, or parts of policies, their amendments and supplements
12 adopted and applicable as of the effective date of this Agreement
13 shall continue to be so applicable during the term of this Agree-
14 ment.

15
16 ARTICLE 5.20

17
18 TERMINATION AND EXTENSION OF AGREEMENT

- 19
20 1. The terms of this Agreement, inclusive of salary schedules
21 shall extend through June 30, 1984.
22
23 2. Should both parties fail to agree to a salary schedule to
24 take effect July 1, 1984, prior to this date, then this
25 Agreement may, upon Association or Board action by noti-
26 fication in writing by either party, become null and void
27 at the termination date.
28
29 3. Such notice shall be sent by certified mail.
30
31 4. This Agreement shall continue in full force beyond the
32 termination date if agreed upon in writing by both
33 parties.

TEACHERS' SALARY GUIDE1981-1982

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>
1	\$12,500.	\$13,330.	\$14,500.
2	13,070.	13,940.	15,120.
3	13,640.	14,550.	15,750.
4	14,210.	15,160.	16,370.
5	14,780.	15,770.	17,000.
6	15,350.	16,380.	17,620.
7	15,920.	16,990.	18,250.
8	16,510.	17,600.	18,900.
9	17,090.	18,230.	19,550.
10	17,690.	18,900.	20,200.
11	18,290.	19,600.	20,850.
12	19,090.	20,400.	21,500.
13	19,690.	21,200.	22,600.
14	20,390.	22,150.	23,700.
15	21,190.	23,100.	24,800.
16	23,080.	25,350.	25,700.
17	24,810.	27,520.	28,600.

EDS

\$29,340.

Increments will be based on evaluation of performance and can be withheld by the Board of Education.

Credit for the MA Degree will be given starting the September immediately following the awarding of the degree. Notification of anticipated receipt of the MA Degree should be given to the Superintendent of Schools by November 1 preceding the awarding of the degree.

PAM/dcr
3/16/81

TEACHERS' SALARY GUIDE1982-1983

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>
1	\$12,900.	\$14,180.	\$14,880.
2	13,540.	14,780.	15,590.
3	14,180.	15,380.	16,310.
4	14,810.	15,980.	17,020.
5	15,450.	16,580.	17,740.
6	16,080.	17,180.	18,450.
7	16,710.	17,850.	19,170.
8	17,350.	18,520.	19,880.
9	17,990	19,180.	20,590.
10	18,620.	19,850.	21,300.
11	19,270.	20,590.	22,010.
12	19,930.	21,360.	22,720.
13	20,800.	22,230.	23,430.
14	21,450.	23,100.	24,550.
15	22,220.	24,100.	25,700.
16	23,090.	25,170.	27,020.
17	25,150.	27,620.	28,000.
18	27,050.	30,000.	31,180.

EDS

\$31,930.

Increments will be based on evaluation of performance and can be withheld by the Board of Education.

Credit for the MA Degree will be given starting the September immediately following the awarding of the degree. Notification of anticipated receipt of the MA Degree should be given to the Superintendent of Schools by November 1 preceding the awarding of the degree.

PAM/dcr
3/16/81

TEACHERS' SALARY GUIDE1983-84

<u>Step</u>	<u>Bachelor</u>	<u>Master</u>	<u>Master +30</u>
1	\$13,400.	\$14,820.	\$15,660.
2	14,000.	15,470.	16,410.
3	14,700.	16,120.	17,160.
4	15,400.	16,770.	17,910.
5	16,100.	17,420.	18,660.
6	16,800.	18,070.	19,410.
7	17,500.	18,720.	20,160.
8	18,200.	19,470.	20,910.
9	18,900.	20,170.	21,660.
10	19,600.	20,900.	22,430.
11	20,300.	21,630.	23,210.
12	21,000.	22,440.	23,980.
13	21,700.	23,270.	24,760.
14	22,640.	24,220.	25,530.
15	23,370.	25,170.	26,830.
16	24,210.	26,300.	28,140.
17	25,160.	27,430.	29,450.
18	27,400.	30,100.	30,520.
19	29,480.	32,700.	33,980.

EDS

\$34,730.

Increments will be based on evaluation of performance and can be withheld by the Board of Education.

Credit for the MA Degree will be given starting the September immediately following the awarding of the degree. Notification of anticipated receipt of the MA Degree should be given to the Superintendent of Schools by November 1 preceding the awarding of the degree.

FAM/dcr
3/16/81

SALARY GUIDES

<u>Step</u>	<u>Custodian * , ***</u>			
	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 9,000.	\$10,000.	\$11,170.	\$12,450.
2	9,350.	10,500.	11,670.	12,950.
3	9,735.	11,000.	12,170.	13,450.
4	10,290.	11,500.	12,670.	13,950.
5	10,590.	12,000.	13,170.	14,450.
6	11,100.	12,500.	13,670.	14,950.
7	11,650.	13,000.	14,170.	15,450.

<u>Step</u>	<u>Maintenance * , **</u>			
1	11,630.	12,300.	13,300.	14,300.
2	12,260.	13,000.	13,960.	15,050.
3	12,760.	13,700.	14,620.	15,800.
4	13,240.	14,200.	15,280.	16,550.
5	13,725.	14,800.	15,940.	17,300.
6	14,100.	15,300.	16,600.	18,050.
7	14,511.	15,820.	17,240.	18,900.

- * - plus \$200 for Fireman's License
- ** - plus \$500 for Bus Driver's License
- *** - plus \$500 in each year when appointed Head Custodian

SALARY GUIDES

<u>Step</u>	<u>Child Study Team, Curriculum & School Secretary</u>			
	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 9,000.	\$10,000.	\$11,170.	\$12,450.
2	9,350.	10,500.	11,670.	12,950.
3	9,735.	11,000.	12,170.	13,450.
4	10,290.	11,500.	12,670.	13,950.
5	10,590.	12,000.	13,170.	14,450.
6	11,100.	12,500.	13,670.	14,950.
7	11,650.	13,000.	14,170.	15,450.

<u>Step</u>	<u>Accounting Clerk/Computer Operator & Payroll Clerk/Computer Operator</u>			
1	10,000.	10,000.	10,100.	10,200.
2	10,350.	10,960.	11,000.	11,100.
3	10,735.	11,630.	11,950.	12,100.
4	11,290.	12,300.	12,800.	13,100.
5	11,590.	12,970.	13,700.	14,350.
6	12,000.	13,400.	14,500.	15,600.
7	13,000.	14,200.	15,500.	16,900.

PAM/dcr
2/18/81

CLARK BOARD OF EDUCATION

CO-CURRICULAR GUIDES

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
<u>Varsity Sports, Drama & Music Coaches</u>			
1 - 3 years	\$ 550.	\$ 575.	\$ 600.
4 - 6 "	700.	750.	800.
7 - 9 "	850.	900.	950.
<u>Cheerleader & Yearbook Advisors</u>			
1 - 3 years	325.	350.	380.
4 - 6 "	435.	475.	500.
7 or more years	545.	595.	650.
<u>Intramural Coaches</u>			
Per hour worked	7.00	7.50	7.75
<u>Administrative Aides</u>	1,050	1,100.	1,200.

PAM/dcr
3/16/81

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)

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

ATTEST

Philip Alkender
Secretary

By *Shelva Purdy*
President

THE CLARK EDUCATION ASSOCIATION

(SEAL)

By *C. Edward Smith*
President

ATTEST:

Corliss Main
Secretary