

CONTRACT

between

Clearview Regional Board of Education

and the

Clearview Administrators & Supervisors

July 1, 2013 - June 30, 2016

Table of Contents

Identification of Administrators/Supervisors.....3

Negotiations Procedure.....3

Work Year.....3

Retirement / Sick Leave Benefit3

Vacation 3, 4

Holidays 4,5

Travel – Expense / Reimbursement5

Temporary Leave of Absence:
Sick Leave, Personal, Days, Professional Days, Bereavement Days5

Notification of Renewal Requirement6

Educational Improvement / Tuition Reimbursement.....6

Professional Organizations7

Health Benefits.....7

Professional Development.....7

Grievance Procedure.....7,8,9

Alternative School Rate.....9

Children attending Clearview9

Savings Clause.....9

Salaries..... 9

Attachment #110

Addendum.....11

Identification of Administrators / Supervisors

The Clearview Administrators/Supervisors include all building level administrators (Principals, Assistant Principals), the Director of Activities/Athletics, the Director of Special Services, the Director of Guidance, Instructional Supervisors, and Special Education Supervisor.

Negotiations Procedure

By March 10th prior to the contract expiration, the Board of Education Negotiations Committee will meet with the Negotiations Team of the Administrators/Supervisors to initiate the negotiations process. Subsequent meetings shall be scheduled as soon as possible at mutually agreed to times and places.

Work Year

Administrators - July 1 → June 30 (12 months)
Supervisors - September 1 → June 30 (10 months)

Retirement / Sick Leave Benefit

Administrators:

Upon retirement from this district (as determined by the N.J.T.P.A.F.) an administrator will be reimbursed for unused sick leave with a limit of 150 days if he or she has accumulated a minimum of 120 sick days. Payment shall be at the following rates: \$100 per day. Maximum reimbursement will be \$15,000.

Supervisors:

Upon retirement from this district (as determined by the N.J.T.P.A.F.) a supervisor will be reimbursed for unused sick leave with a limit of 150 days if he or she has accumulated a minimum of 100 sick days. The supervisor must have had at least ten (10) years of service in the school district prior to retirement. Payment shall be at the following rates: \$100 per day. Maximum reimbursement will be \$15,000.

Vacation

Administrators:

All administrators shall receive 20 days vacation per year after completion of one (1) year of service as a full-time administrator in this district.

New Administrators:

All administrators new to the district will receive (one) 1 day per month for the remainder of the existing contract year through June 30, up to a maximum of ten (10) days. For example, an administrator beginning service on August 1 will receive ten (10) days; November 1 will receive eight (8) vacation days; March 1 will receive four (4) days.

In the first year of employment, new administrators will not have the option of “carrying over” unused vacation days.

At the beginning of the first full contract year (July 1 through June 30), new administrators will receive 20 vacation days per year.

All Administrators:

If an administrator resigns or retires during a school year, their final pay will be adjusted to reflect a maximum of two (2) vacation days per month for months of service within that year. Additionally, any member of the bargaining unit will not be permitted to use vacation days during the 60 days following required notice of resignation.

Accumulation:

Wherein any fiscal year (July 1 – June 30), the vacation or part thereof is not granted by reason of pressure of school district business, such vacation periods or parts thereof not granted, shall accumulate and shall be granted during the next succeeding year (fiscal) only. If granted, the vacation must be taken, or any unused leave would be forfeited

If at the time of resignation or retirement, said employee having unused vacation time accumulated that had been denied after request, this and/or current accrued vacation shall be either granted or reimbursement given.

The Board will extend to administrators the option of "carrying over" unused vacation days to next year. The intent is to insure that administrators use vacation time for its intended purpose.

Administrators will be permitted to carry over five (5) vacation days from one year to the next.

Supervisors: - Vacation does not apply to 10-month contracts.

Holidays

The following days are holidays for all employees:

1. New Year's Eve Day and New Year's Day
2. Martin Luther King Day
3. Presidents' Day and the Friday preceding
4. Good Friday, plus the Thursday preceding and subsequent Monday if school is closed either day
5. Memorial Day
6. **Administrators:** July Fourth - If July 4th falls on a Tuesday or Thursday, it shall result in a four-day weekend. If it falls on a Saturday or Sunday, it shall be taken as a holiday on the workday designated as the National Holiday
7. Labor Day
8. Thanksgiving Day and the Friday immediately following
9. Christmas and Christmas Eve Day
10. Friday of the NJEA Convention.

* If school is conducted on any of the above listed days, all members of the bargaining unit will report to work. If school is placed on an existing contracted Administrator/Supervisor holiday, then the Administrator/Supervisor will be allowed to take another day in place of missed day(s).

However, with regard to winter recess when such a recess exists:

1. Administrators will work one day during winter recess.
Supervisors will be granted the same holidays as the teachers during winter recess.
2. If winter recess fails to exist due to an emergency, no benefit shall automatically accrue to the administrators nor shall the impact be negotiable.

Travel - Expense / Reimbursement

When administrators or supervisors must use their own automobile for school district business, they will be reimbursed at the rate authorized by the State of New Jersey Regulations in the Annual State Appropriations Act for mileage, meals and lodging.

Temporary Leave of Absence (Sick Leave, Personal Leave, Professional Days)

1. **Sick Leave** – Supervisors and administrators will be entitled to one day per month per contracted year, consistent with N.J.S.A. Sick leave will begin on the first official day of said contract year whether or not they report for duty on that day. Unused sick days shall accumulate from year to year with no maximum limit.
2. **Professional Days** - Shall be granted at the discretion of the Superintendent.
3. **Personal days** - There shall be three (3) personal days granted at the discretion of the Superintendent. Personal days are to be used only for such personal business matters as appearance in Court, settlement of purchase and sale of real estate, call by I.R.S. for review of tax returns, graduation when receiving a degree and such other personal business matters that are not possible to transact during out-of-school hours. Up to three (3) personal days per year, if unused, may be applied to accumulated sick leave.
4. **Bereavement Days** - Employees shall be granted five (5) days in any one instance in the event of death of employee's spouse, child, parent, sibling, grandparent, grandchild, or partner in longstanding.

Employees shall be granted three (3) days in any one (1) instance in the event of death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household.

An additional two (2) days can be granted by the Superintendent for special circumstances, however, no more than five (5) days will be granted at any one time.

Notification of Renewal Requirement

Administrators and supervisors will be notified of their contract and salary status for the ensuing year no later than May 15th, and the employee must return contract indicating his/her intent to return for the ensuing year by May 30th.

Educational Improvement/Tuition Reimbursement

The Board will grant tuition reimbursement on the following basis.

1. The administrators and supervisors must submit the request to the Superintendent at least forty-five (45) days prior to enrollment, and shall include the school, the course (it must be for graduate credit), and how the course will benefit the educational program of the District.
2. The Superintendent will place the tuition request on the Board agenda for the next regularly scheduled Board meeting with a recommendation. The Board will act, and its decision shall be final.
3. If the request is approved and the course is successfully completed (B or better), then the administrator or supervisor will be reimbursed for full tuition, but not to exceed the tuition charged by Rowan University for graduate credit.

Administrator: The maximum amount an administrator will be reimbursed for courses completed within one (1) year (July 1 to June 30) will be equivalent to the tuition charged by Rowan University for twelve (12) graduate credits.

Supervisor: The maximum amount a supervisor will be reimbursed for courses completed within one (1) year (July 1 to June 30) will be equivalent to the tuition charged by Rowan University for six (6) graduate credits.

4. To receive reimbursement, the administrator or supervisor must present documentary evidence of the cost and successful completion within thirty (30) days after receiving the official grade. After reviewing official documentation, reimbursement will be made within sixty (60) days. If administrator or supervisor resigns or retires prior to completing the following school year, he/she shall reimburse the Board for any tuition paid for those courses taken. Payment must be made within (60) days. The Board may deduct an amount, equal to the tuition due, from the final employee payroll check(s) if the reimbursement due to the Board is not paid in full.
5. If the Board requires any administrator or supervisor to take a course, the Board will reimburse for one hundred percent (100%) of the books, fees and tuition.

Fringe Benefits

Professional Organization

The Board of Education will provide membership in one (1) professional organization for each Administrator/Supervisor selected at the option of the Administrator/Supervisor with the approval of the Superintendent.

Health Benefits

All health and/or medical benefits/coverage provided will be the same as those set forth for the professional staff in the Clearview Education Association contract existing in that year. In addition, a disability plan and a family prescription plan will be provided to administrators by the Board. Supervisors will be entitled to receive the family prescription plan, but not the disability plan. Administrators and Supervisors will also be granted a family dental plan.

Opt Out / Waiver

Opt out contract language will be governed by the State of New Jersey regulations.

Employees with alternate health insurance may opt out of the Board of Education health insurance and/or prescription coverage and receive an annual payment of \$3,000 for opting out of medical insurance and \$500 for opting out of prescription coverage. Payments shall be made in two installments, one in December and one in June. When an employee opts in or out of medical or prescription coverage during the course of the school year based upon a life altering event, the opt out payment will be pro-rated.

Contributions for health benefits will be in accordance with Chapter 78, P.L. 2011.

Professional Development

The Board continues to encourage administrators and supervisors to participate in professional development activities as approved by the Superintendent of Schools.

Upon the approval of the Superintendent, Clearview administrators and supervisors will be permitted to attend a National Educational Conference or Convention on an alternating year basis. A Principal and Assistant Principal attending in the same year will not be from the same school.

Grievance Procedure

Level - I

Should any administrator or supervisor feel aggrieved regarding his/her position responsibilities, he/she should attempt to resolve his/her complaint(s) with his/her immediate supervisor. All grievances should be filed within thirty (30) days of the occurrence of the specific problem.

Level - II

Should the administrator or supervisor feel that his/her grievance has not been satisfactorily resolved, he/she should submit, in writing, a statement of the grievance and his/her expected resolution to the Superintendent of Schools, within five (5) working days of his/her meeting with his/her immediate supervisor.

Within five (5) working days of receipt of the written grievance, the Superintendent or designee will meet with the administrator or supervisor to discuss the grievance. The Superintendent shall respond to the administrator or supervisor, in writing, within five (5) days of his/her meeting with the administrator or supervisor.

Level - III

Should the administrator or supervisor feel that his or her grievance has not been satisfactorily resolved by the Superintendent of Schools, he or she may, within five (5) working days of the receipt of the Superintendent's response, submit a written request for a hearing with the Board of Education. The Board of Education will hold a hearing at the later of fifteen (15) working days or at the next regularly scheduled Board meeting, and will respond to the administrator or supervisor in writing within ten (10) working days following the hearing.

Level - IV

If a decision of the Board does not resolve the grievance to the satisfaction of the administrator or supervisor, and the administrator or supervisor wishes review by a third party, the grievance may be submitted to non-binding mediation, as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If mediation is requested, the administrator or supervisor shall notify the Board of Education within ten (10) days of receipt of the Board's decision in Level III. The notification to the Board of Education shall be submitted to the Office of the Superintendent of Schools.

Grievances concerning (1) any matter for which a specified method of review is prescribed, either by law or in any regulation of the State Commissioner of Education, or any matter which, according to law, is either beyond the scope of the Board authority, or limited to action by the Board alone; (2) a complaint of a non-tenure administrator or supervisor which arises by reason of his/her not being re-employed; (3) a complaint by any administrator or supervisor occasioned by an appointment to or lack of appointment to, retention or lack of retention in these positions, in which tenure is either not possible or not required; (4) any matter not part of this Agreement; and (5) any Board policy shall not be deemed to be eligible for mediation. Following mediation, the decision of the Board will be considered final.

Services of a Mediator:

The following procedures shall be used to secure the services of a mediator.

1. Once the Board of Education has received the notification within the time limits stated

above, the administrator or supervisor may request the Public Employment Relations Commission mediator selection procedures be invoked. It will be the responsibility of the parties to follow those selection procedures in determining who shall serve as mediator in each instance. The cost of the services of the mediator shall be shared equally by the parties in interest.

General:

1. Administrators and supervisors are entitled to representation at any level.
2. Position retention is not subject to grievance.
3. Every attempt should be made to resolve grievances at the first level.

Alternative School Rate

The hourly rate will be \$40.00

Children attending Clearview

Administrators and Supervisors will be able to send their children to the Clearview Regional High School District tuition free as long as they are continuously employed by the district on a full-time basis and the funds 'follow the child' consistent with the current State regulations regarding State Aid.

Savings Clause

If, during the term of this agreement, it is found that a specific clause of the agreement is illegal in Federal or State law, the remainder of the agreement not affected by such a ruling shall remain in force.

Salary:

The Administrators/Supervisors group will receive a 2.5% increase in salary (based upon the collective salaries) per year for the 2013/14, 2014/15, and the 2015/16 school years. The distribution of funds will be mutually agreed upon by the Board of Education and the Administrators/Supervisors group. (see Attachment #1)

Approved:

Administrator/Supervisor Representative

Patrick Campbell
President Board of Education

Administrator/Supervisor Representative

Tim VanNoy
Lead Negotiator

Administrator/Supervisor Representative

Esther Pennell, Business Administrator /

Addendum – August 22, 2013

The contract language does not address the payment of mentoring fees. Based upon this language, at no time was the Board of Education responsible for payment of said fees. In an effort to bring absolute clarity to the recent inquiry regarding mentoring fees, it is understood that effective immediately, the Board will no longer pay mentoring fees required for any individual in the Administrator/Supervisor group. This exclusion does not apply to the administrator who is currently in year two of the mentoring program.

Approved:

Administrator/Supervisor Representative

Patrick Campbell
President Board of Education

Administrator/Supervisor Representative

Tim VanNoy
Lead Negotiator

Administrator/Supervisor Representative

Esther Pennell, Business Administrator /
Board Secretary