

AGREEMENT

BETWEEN

**THE CLINTON TOWNSHIP
BOARD OF EDUCATION**

AND

**THE CLINTON TOWNSHIP
ADMINISTRATORS' ASSOCIATION**

July 1, 2016 - JUNE 30, 2019

PREAMBLE

AGREEMENT

BY AND BETWEEN

THE CLINTON TOWNSHIP BOARD OF EDUCATION

whose mailing address is

P.O. BOX 6, ANNANDALE, NJ 08801

(hereafter "BOARD")

and

THE CLINTON TOWNSHIP ADMINISTRATORS' ASSOCIATION

whose mailing address is

63 Allerton Road
LEBANON, NJ 08833

(hereafter "ASSOCIATION")

- WHEREAS there previously was in existence an agreement by and between the Board and Association which expired on June 30, 2016 and
- WHEREAS the Board and Association, through their respective representatives have jointly discussed the various terms and conditions, including salary of a new agreement; and
- WHEREAS the Board and Association desire to memorialize the terms and conditions of a new agreement between the parties that will have a term of July 1, 2016 to June 30, 2019;
- NOW, THEREFORE in consideration of mutual covenants and promises contained herein and with the intention to be bound the Board and Association agrees as follows:

**ARTICLE I
TERM and RECOGNITION**

- A. The term of the Agreement shall be July 1, 2016 through June 30, 2019.
- B. The Agreement shall pertain to employment of all of the personnel as listed, hereafter referred to as "Association member(s)" whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including full or part time:

- Directors
- Principals
- Assistant Principals
- Assistant Directors
- Supervisors

**ARTICLE II
EVALUATION**

- A. The Board and the Association agree that evaluation will be conducted in accordance with the provisions of N.J.A.C.6A:10-1.1., et seq. and shall be consistent with TeachNJ and AchieveNJ. The evaluation criteria shall be based on TeachNJ, AchieveNJ, district goals, program objectives, instructional priorities and the job description.

**ARTICLE III
BENEFITS**

A. Ancillary Benefits

- 1. The Board will provide Health Care Insurance coverage to all full-time Association members and their dependents under the School Employees' Health Benefits Program (SEHBP).
 - a. An Association member must work a minimum of twenty five (25) hours per week to qualify for this insurance coverage.
 - b. An Association member may continue in the State Health Benefits Program after retirement in accordance with the rules of the State Division of Pensions.
- 2. The Board will provide full single dental coverage to all full-time Association members under the Horizon Blue Cross Blue Shield Dental Plan. The Board will make available dependent dental insurance coverage which shall be paid for by the Association member.

Association members must work a minimum of twenty five (25) hours per week to qualify for dental coverage.

a.

There will be a \$5.00 co-pay charge per month for all full-time Association members electing single dental coverage.

- b. The filing period for submitting claims will be six months.
- c. Periodic exams and x-rays will be included in the dental insurance at 100% of the reasonable and customary fee. Crowns will be included at 50% of the reasonable and customary fee.

- 3. The Board will provide full funding for an Employee Assistance Program.

ARTICLE IV VACATION

A. Entitlement

Members of the Association shall be entitled to receive the following annual vacation days entitlement during the term of the Agreement:

For those Association members hired prior to July 1, 2017:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
0-9	23
10+	25

For those Association members hired on or after July 1, 2017:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
0-4	14
5-9	17
10+	20

B. Vacation Day Accumulation

1. The vacation day entitlement shall be pro-rated if an Association member works less than a full year. Only Association members who are employed for twelve (12) months shall be entitled to receive vacation days. Vacation time is awarded on July 1.

2. Association Members shall be entitled to accumulate vacation days subject to the requirements of N.J.S.A. 18A:30-9.

C. Approvals

Vacation days may only be taken with the prior approval of the Superintendent of Schools. When school is in session, (September to June) Association members are entitled to take no more than five (5) consecutive vacation days.

D. Reimbursement - Unused Vacation Days

1. For those Association members hired prior to July 1, 2017, subject to the requirements of N.J.S.A. 18A:30-9, either at the time of retirement or termination from the school district, Association members shall be entitled to be reimbursed for unused vacation days not to exceed a total of thirty (30) days.
2. For those Association members hired on or after July 1, 2017, subject to the requirements of N.J.S. A. 18A:30-9, either at the time of retirement or termination from the school district, Association members shall be entitled to be reimbursed for unused vacation days not to exceed a total of one year accrual.
3. Subject to the requirements of N.J.A.C. 6A:23A-3.1(e)(9), the per diem rate of reimbursement shall be determined by dividing the Association member's annual salary by 240 days.

**ARTICLE V
HOLIDAYS**

A. Paid holidays

Association members shall be entitled to the following paid holidays provided the schools are closed on these days. If the schools are open on any of the days listed below, alternate days shall be designated in the school calendar:

Labor Day
Yom Kippur
NJEA Recess - 2 days
Thanksgiving Day
Day following Thanksgiving
Winter Break
Martin Luther King Jr. Day
President's Day - 2 days
Good Friday

Spring Recess – 3 days

Memorial Day
Independence Day (12 month employees only)

ARTICLE VI PROFESSIONAL ORGANIZATIONS

A. Membership

The Board agrees to pay the membership fee for each Association member in the following professional organizations:

1. Hunterdon County Administrators Association.
2. New Jersey Principals and Supervisors Association.
3. Association for Supervision and Curriculum Development.
4. New Jersey Association for Supervision and Curriculum Development.

At the option of the Association member, a membership fee for one organization may be applied toward another organization. For example, the fee for the New Jersey Principals and Supervisors Association may be applied toward membership in the New Jersey Association of School Administrators.

In addition, the Board agrees to pay an amount not to exceed \$300.00 toward individual membership of each Association member in professional organizations designated by the Association member.

ARTICLE VII EXPENSE REIMBURSEMENT

- A. Subject to the requirements of N.J.A.C. 6A:23A-7.1, the Board shall reimburse Association members for registration, meals, lodging and travel expenses up to \$2,000.00 each year of this agreement. Each Association member is entitled to attend one state and one national convention annually upon the approval of the Superintendent of Schools and with the consideration that the conference/workshop enhances their in-service training. Funds for attendance at the convention or conference/workshop will not come from the site or department budgets, but from a centralized account to be established by the Board.

ARTICLE VIII GRADUATE EDUCATION

A. Tuition Reimbursement

The Board will reimburse individual Association members the graduate tuition cost at the prevailing in-state rate at Rutgers, The State University. All graduate courses must have prior approval of the Superintendent if reimbursement is expected.

B. Doctorate

In the year an earned Doctorate is awarded, the Board will pay an Association member a one-time stipend of two thousand (\$2000.00) dollars.

C. Repayment of Tuition

Association members must remain under the employ of the Board for a minimum of one (1) school year following course completion. In the event the Association member resigns from a position during the school year following the year in which courses were reimbursed, the administrator will repay the Board the amount reimbursed for the course(s) in full within thirty (30) days of resignation.

**ARTICLE IX
SICK DAY COMPENSATION**

- A. Subject to the requirements of N.J.S.A. 18A:30-3.6, Association members retiring in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund, who submit to the Superintendent a written statement of intention to retire at least six (6) months prior to the effective date of retirement shall be eligible for a retirement allowance of one day's pay, at the rate of 1/260th of the then current base salary, as of the retirement date for each four (4) days accumulated unused sick leave. This retirement allowance shall not exceed \$15,000.

**ARTICLE X
PHYSICALS**

- A. Association members shall be entitled to one complete physical examination each year. Any charges for such examination, not covered by medical insurance, up to a maximum of two hundred (\$200) dollars, will be paid for by the Board.

ARTICLE XI

- A. Association members shall be entitled to receive each year of the Agreement \$1,500.00 to be designated for any of the following by the Association member

provided that the following designations are legally sanctioned by the Internal Revenue Service and the Board:

1. Disability insurance.
2. Retirement account.
3. Life insurance.

ARTICLE XII COMPENSATION

A. Association members shall receive the following annual salary increases for the duration of this Agreement:

2016-17	2.40% Increase
2017-18	2.40% Increase
2018-19	2.40% Increase

Minimum and Maximum salary ranges for the term of this Contract shall be set for all titles as follows:

Supervisor:	\$ 83,000 to \$105,000
Assistant Principal:	\$ 83,000 to \$105,000
Principal:	\$105,000 to \$142,000
Director :	\$105,000 to \$145,000

An additional \$500.00 compensation per year shall be provided to the Supervisors and Director who have regular district-wide responsibilities. This additional compensation is not available for Principals and Assistant Principals, who are primarily building-based but may be assigned some district-wide responsibilities. The \$500.00 shall be paid as pensionable compensation, but shall not be added to the annual base salary. The \$500.00 shall be a hybrid stipend pensionable without changing the total base salary of said employee

The percentage increase shall be applied to each individual member of the unit and as a unit member reaches the maximum during the contract period, no further raise is available beyond the maximum for that category of employment.

B. The Board will reimburse Association members' mobile device expenses associated with voice and data plans used for business up to a maximum of \$75.00 per month, unless the District provides the Association members with a mobile device for business usage.

C. The filing period for expense reimbursement will be six months.

ARTICLE XIII

LEAVES AND ABSENCES

1. Sick Leave

- a. Sick leave will be granted only as the result of personal disability due to illness or injury. Association members hired after the opening of school will have sick days pro-rated at one (1) per month or partial month worked. All full-time Association members will be granted one (1) sick day per month or partial month worked up to a maximum of ten (10) days per year for ten (10) month Association members and twelve (12) days per year for twelve (12) month Association members. Sick leave will be cumulative with no maximum limit. Proof of illness signed by a physician may be required by the Superintendent at any time.

2. Bereavement Leave

- a. In case of death of a member of the immediate family. "Family" as herein used means parents, spouse, brother, sister, children or adopted children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, stepparent, domestic partner of an employee or the death of a relative who lived in the household of the Association member. Such Association member will be excused without loss of pay or sick leave for a period not to exceed five (5) days. The Board may extend leave in the case of the death of a child or spouse. The five days will begin the day the Association member leaves. Such leave may not be cumulative and will exclude Saturday, Sunday, and all legal holidays.
- b. One day per year, other than listed in (a) above will be granted to attend a funeral. Such leave will not be cumulative.
- c. The Board of Education and Association acknowledge and agree that there may be extenuating circumstances requiring bereavement leave in excess of the number of days set forth herein. In such a case, the Association member may request from the Superintendent of Schools permission to take additional days, with or without pay, as determined by the Superintendent of Schools. The consent of the Superintendent of Schools will not be unreasonably withheld.
- d. Part-time Association members will receive benefits in this paragraph.

3. Jury Duty

If an Association member is called to jury duty, or subpoenaed to appear as a witness in court, the Association member will receive full pay from the district for the duration of the required service.

4. Personal Leave

- a. All full time Association members will be granted two (2) paid personal days per year. These days are not cumulative. Association members hired after the opening of school will have personal days pro-rated. Application for personal days must be submitted in writing at least three (3) workdays in advance (except in cases of emergencies as determined by the Superintendent).
- i. In order to calculate pro-ration, the following calculation will be used:

Any Association member hired during a contract year between

7/1 and 9/30 will receive 2 personal days;
10/1 and 12/31 will receive 1.5 personal days;
1/1 and 3/31 will receive 1 personal day;
4/1 and 6/30 will receive .5 personal day

- b. Personal leave on days immediately preceding or following scheduled school holidays, and the first and last days of the school year will be granted for extenuating circumstance at the discretion of the Superintendent.
- c. The Superintendent retains the right to deny a request for leave if insufficient employees are available to adequately staff the school.
- d. An Association member with unused personal days has the option of converting the days into sick days at the end of each year.

5. Leaves of Absence

- a. Leaves of Absence may be granted to tenured Association members having served ten (10) years in the district. Such Association members may request a leave of absence for one or two years. All requests for leaves must be made in writing to the Superintendent by April 30th preceding the academic year for the request.
- b. Time spent on leave granted in paragraph 5 will not be considered in determining salary or benefits, except as required by law or when, upon the opinion of the Superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to the Association member's responsibilities and is at least equivalent to the experience that would have been gained had the Association member remained in active employment by the Board.

6. Emergency Leave of Absence

A request for an Emergency Leave of Absence will:

- a. be made verbally and then in writing to the Superintendent as soon as the emergency is known;
- b. indicate reasons for such leave;
- c. indicate the approximate length of leave;

- d. comply with the proper authorization as requested by the Board, such as a doctor's certificate.

The time of emergency leave granted to tenured Association members will be from one month to the end of the school year, with extension at the discretion of the Board.

7. Disability Leaves (Including Maternity)

- a. An Association member who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- b. In the case of pregnancy, the Association member shall inform the supervisor of the anticipated delivery date.
- c. No later than 90 days prior to the anticipated delivery date, the Association member shall request a leave of absence while she is disabled, for which accumulated sick leave may be utilized.
- d. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity (as permitted by the Federal Family Leave Act and the New Jersey Family Leave Act). When this occurs, an Association member who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to this Agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for accrual of any benefits.
- e. The Board may require as a condition of the Association member's return to service the production of a certificate from the Association member's physician certifying that the Association member is medically able to resume his/her duties. Any dispute requiring additional documentation is governed by the Federal Family Leave Act and/or state law, including the New Jersey Family Leave Act.

8. Child Care Leaves

- a. Child care leave is available to eligible Association members either through the Federal Leave Act, New Jersey Family Leave Act, or through the provisions of this Article, except as provided in the Child Care Leave.
- b. Contractual childcare leave shall begin immediately upon, a) the termination of the disability leave defined above, or b) on September 1 or February 1.

- c. Contractual childcare leave shall terminate at the end of the school year in which the leave was granted. For tenured Association members only, an extension of child care leave beyond the semester in which the leave is granted may be extended for one school year provided an application in writing is made prior to April 1 of the academic year preceding the year in which the leave is to be taken. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.
- d. An Association member desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the child. In the case of adoption, notice shall be given to the Association member's supervisor when the adoption is approved by the adoption agency. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
- e. Contractual unpaid childcare leave is available to Association members who fulfill the requirements set out above. Approval of leave is conditioned upon adequate staffing as determined by the Board. No request will be disapproved arbitrarily, discriminatorily or capriciously.
- f. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, Association members must work at least 90 days in the school year that the leave commences or terminates.
- g. An Association member on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Association member may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
- h. To be eligible for a new child care leave, an Association member must have been actively employed in the district for the full academic year or calendar year prior to the requested leave, or as required by law.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definition.

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting Association members' terms and conditions of employment.

B.

Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Association members. Both parties agree that these proceedings will be kept as information and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. **Informal attempt to resolve a complaint (prior to formally filing a grievance)** – An **Association member** who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) school days after the conclusion of the discussion, unless extended by mutual agreement, the grievance may proceed to Level Three.

2. **Filing a grievance** – A grievance may be filed by an individual Association member, a group of Association members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) school days of the happening of the event.

3. **Failure to communicate a decision** – Failure at any step to communicate the decision on a grievance within the specified time limitation shall permit the aggrieved to proceed to the next step. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

D. Levels in the Procedure

Level One: Immediate Superior – if, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) school days, he/she shall set forth his grievance in writing to the immediate superior, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his/her dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his/her decision to the grievant in writing within seven (7) school days of receipt of written grievance.

Level Two: Superintendent of Schools – The grievant, no later than seven (7) school days after receipt of the immediate superior's decision, may appeal this 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 his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) school days, unless extended by mutual agreement. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

Level Three: Board of Education – If the grievance is not resolved to the grievant's satisfaction, he/she, no later than seven (7) school days after the receipt of the Superintendent's 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 thirty-five (35) school days of receipt of the grievance by the Board. The decision by the Board is final.

ARTICLE XV ENTIRE AGREEMENT

This Agreement incorporates the understanding of the parties and this Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this Agreement, unless otherwise interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.


IN WITNESS of the foregoing, the parties hereto have caused this Agreement to be duly executed by their respective Presidents and Secretaries on the date indicated below.

FOR THE CLINTON TOWNSHIP BOARD OF EDUCATION

Date: 6/27/17 

Maria Grant, Board President

FOR THE CLINTON TOWNSHIP ADMINISTRATORS' ASSOCIATION

Date: 6/21/17 

Mary Postma, Co-President

Date: 6/21/17 

Melissa Robinson Goad, Co-President