

**AGREEMENT  
BETWEEN**

**THE CLIFTON BOARD OF EDUCATION**

**AND**

**THE CLIFTON SUPERVISORS  
ASSOCIATION**

**Three Year Agreement:  
2011-2012  
2012-2013  
2013-2014  
SCHOOL YEARS**

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**ARTICLE I: RECOGNITION**

**A. UNIT**

The Board hereby recognizes the Clifton Supervisors' Association as a sole and exclusive representative for collective negotiations concerning the terms, grievances and conditions of employment for all supervisors on the elementary and secondary school levels, until the Public Employment Relations Commission shall certify otherwise.

**B. DEFINITION OF EMPLOYEE**

Unless otherwise indicated, the term "Supervisor" shall refer to all employees represented by the Association with duties as outlined by the Clifton Board of Education.

**ARTICLE II: TERM**

This agreement shall commence July 1, 2011 and terminate on June 30, 2014.

**ARTICLE III: SUCCESSOR AGREEMENT**

- A. The parties agree to enter in collective negotiations over a successor agreement in accordance with the applicable laws of the State of New Jersey in a good faith effort to reach an agreement on all matters concerning the terms and conditions of the supervisor's employment. Such negotiation shall begin as soon as possible in the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all groups recognized under this agreement, be reduced to writing, ratified and signed by the Association and the Board.
- B. Meetings between the parties shall take place at a time and place as shall be mutually agreed upon. However, meetings may be deferred upon notice for appropriate cause.
- C. During the negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board will make available to the Association for inspection all pertinent records under the realm of public information.
- D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with the power and the authority to make proposals and counter proposals.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

A grievance is a claim by an employee, a group of employees, or by the Association, that a harm or injury has occurred by an interpretation, application or violation of this Agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. Any and all grievances must be filed at the proper initiating level within fifteen (15) days of the incident occurrence, or happening of the event or circumstance(s) giving rise to injury or harm.

### **LEVEL I**

- A. Any employee who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter at that level.
- B. If, as a result of discussions, the matter is not resolved, the employee shall file and set forth the grievance in writing, with supporting reasons, with the superior. The superior shall communicate a response to the employee in writing with supporting reasons within six (6) school days.

### **LEVEL II**

- A. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, a grievance may be filed in writing with the Clifton Supervisors' Association, within six (6) school days. After receiving the written grievance, the Clifton Supervisors' Association shall refer it to the Superintendent of Schools within ten (10) school days, if it is felt that the grievance has merit.
- B. If the Clifton Supervisors' Association determines that the grievance is without merit, it will so advise the employee.

### **LEVEL III**

The appeal to the Superintendent must be made in writing with supporting reasons. The Superintendent or his/her designated representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his/her decision in writing, along with the reasons to the aggrieved person, and send a copy thereof to the Clifton Supervisors' Association. In the event it is not possible to arrive at a decision within the ten (10) days, the Superintendent shall communicate his/her reasons in writing to the supervisor and to the Clifton Supervisors' Association, indicating therein the expected date of decision.

### **LEVEL IV**

If the Clifton Supervisors' Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Clifton Supervisors' Association may request the Superintendent to present said grievance appeal to the Board of Education. The Board of Education or a committee therefrom shall hear the grievance in executive session and make a

determination within twenty-one (21) school days from the date of this receipt and shall furnish its written findings to the Association within forty-eight (48) hours thereafter. The decision of the Board shall be final and binding as to all matters and disputes.

### **Rights of Employee to Representation**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

### **Miscellaneous**

- A. All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. It is understood, however, that any original document(s) or record(s) pertaining to disciplinary action may be retained in the individual personnel file.
- B. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
- C. Any of the time deadlines set forth above may be waived by mutual consent.

### **ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association and its representatives shall have the right to use the school and its facilities at all reasonable hours for conducting meetings as long as in doing so it does not interfere with or interrupt normal school activities subject to notification to the Superintendent at least three (3) school days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient.
- B. The Association shall have the right to use school equipment at reasonable times when such equipment is not otherwise in use. Permission to use the school equipment shall be obtained in advance from the appropriate principal. All equipment must be used exclusively within the same building for which said equipment is part of the school inventory.

### **ARTICLE VI: SUPERVISORS' RIGHTS**

- A. Whenever any supervisor is required to appear before the Superintendent, or designee, the Board or any committee member, representative or agent thereof including principals, vice-principals, concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position or employment or his/her salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview a minimum of three (3) days, except in cases of emergent nature, prior to the scheduled meeting date and shall be entitled to have a representative assigned by the Clifton Supervisors' Association present to advise him/her during such a meeting or interview.

- B. Nothing in this paragraph shall be construed to mean that the above parties including principals and vice-principals, may not discuss general and routine matters related to the educational process with the supervisor without representation of the association and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonably be expected to eventuate in the dismissal of the supervisor or affect his/her salary.

#### **ARTICLE VII: PERSONNEL FILES**

- A. A supervisor shall have the right, upon written request, to review the contents of his/her personnel files. A supervisor shall be entitled to have a representative of the association accompany him/her during such review. A supervisor shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, if in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
- B. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in his/her personnel file(s) unless the supervisor has an opportunity to review such material. The supervisor shall acknowledge that he/she had the opportunity to review such material by affixing his signature to the copy to be filed with express understanding that such signature in no way indicates agreement with the contents thereof. The supervisor shall also have the right to submit a written answer to such material within ten (10) school days following a conference between both parties involved and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copies.
- C. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- D. Inspection of personnel files is limited to twice a year on an appointment basis.

#### **ARTICLE VIII: SUPERVISOR ABSENCE**

##### **A. PERSONAL ILLNESS**

1. Twelve (12) sick days with full pay are allowed for 10-month supervisors, all of which may be cumulative. There is no limit to the number of sick days that may be accumulated.
2. Fifteen (15) sick days with full pay are allowed for 12-month supervisors during the school year, all of which may be cumulative. There is no limit to the number of sick days that may be accumulated.
3. In the event that all sick days are used up, the Board may grant the supervisor additional time as provided under Title 18A:30-6.

**B. DEATH**

Four (4) school days within a seven (7) calendar day consecutive time period following date of each death without salary reduction shall be allowed for death of father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law and mother-in-law, and/or legal guardian.

**C. JURY DUTY – without deductions**

**D. MARRIAGE**

A maximum of five (5) school days during the year with a deduction of 1/200<sup>th</sup> of the annual salary for each day.

**E. MATERNITY LEAVE**

A supervisor who anticipates a maternity disability leave shall notify her immediate supervisor in writing of the anticipated commencement of the maternity leave as soon as the employee knows it.

1. In case of pregnancy, the supervisor shall inform the superior of the anticipated delivery date.
2. No later than ninety (90) calendar days prior to the anticipated delivery date, the supervisor shall request a leave of absence while she is disabled, for which accumulated sick days may be utilized. At the time of application, the supervisor shall specify in writing the date upon which she wishes to commence leave and the date upon which she wishes to return to work after birth. The Board may require any supervisor to produce a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician. Where medical leave is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested date upon finding that the grant of leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.
3. The Board shall grant maternity disability leave without pay to any supervisor upon request subject to the following stipulations and limitations:
  - a. The Board may remove any pregnant supervisor from her teaching duties on the basis of pregnancy only, for one of the following reasons:
    1. Her supervisory performance substantially declines from the period preceding pregnancy.

2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if (a) the pregnant supervisor fails to produce a physician's certificate that she is medically able to continue working, and (b) the Board's physician concludes that she is unable to continue working.
- b. Upon return from maternity disability leave of absence, the supervisor shall be reinstated to her same position or a similar position for which she is certified.
  - c. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as a non-renewal of employment is not based solely upon condition of pregnancy or childbirth.
  - d. The maternity disability leave shall not be counted for tenure purposes.
  - e. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The ten-month supervisor will be granted a full Salary Guide step if she works more than ninety (90) days. Working ninety (90) days or less shall result in no advancement on the Salary Guide. The twelve-month supervisor will be granted a full salary guide step if she works more than 120 days. Working 120 days or less shall result in no advancement on the salary guide. Working shall be defined as in attendance the requisite numbers of days and shall not include sick days, personal days, or any other leaves of absence.

The Board of Education reserves the right to regulate the commencement and termination date of anticipated disability leaves, in order to preserve education continuity based on the recommendation of the Superintendent of Schools. Such a determination shall be based on a request from the supervisor to change the previously approved return date, or any contractual agreement the Board of Education may have entered into as a result of the supervisor's absence.

In the event a supervisor's leave is extended at the request of the Superintendent of Schools, the supervisor shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, the time spent on unpaid leave shall not be counted for accrual of any benefits.

#### **F. CHILD CARE LEAVES**

1. Child care leave is available to eligible supervisors either through the Family Leave Act or through the provisions of this article. An employee choosing the statutory leave through the Family Leave Act shall not be eligible for contractual leave.
2. Contractual child care leave shall begin immediately upon: (a) termination of the disability leave defined above, or (b) on September 1, or February 1.

3. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.
4. A supervisor desiring an unpaid leave shall apply no less than (90) calendar days before the anticipated delivery date of the infant. In case of an adoption, notice shall be given to the supervisor's superior when application for the adoption is made. In case of adoption, application shall be made for a specific leave period as soon as the supervisor is informed of the custody date.
5. Contractual unpaid child care leave is available to supervisors who fulfill the requirements set out above. In the case of a Paternity Leave or Adoption Leave, application shall also be subject to the requirements of either 9 or 10 below. Approval of leave is conditioned upon adequate staffing as determined by the Board of Education. No request will be disapproved arbitrarily, discriminatorily or capriciously.
6. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a ten-month supervisor must work at least 90 days in the school year and a twelve-month supervisor must work at least 120 days in the school year that the leave commences or terminates. Working shall be defined as in attendance the requisite number of days and shall not include sick days, personal days or other leaves of absence.
7. A supervisor on voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. The Board, shall, however, continue the supervisor's coverage in the district's group health plan for a period of eight (8) weeks, after which the employee may continue coverage at his/her own expense, in accordance with the rules of the insurance carrier.
8. To be eligible for a new child care leave, a supervisor must have been actively employed in the district for a full academic year prior to the requested leave.
9. The Board shall grant unpaid Paternity Child Care Leave ending at the end of the current school year, or, at the option of the supervisor, the end of the following school year.
  - a. Both the supervisor and his spouse certify in writing to the Board that the mother intends to return to her job as soon after birth as is medically feasible and that the father will be the child-rearing spouse.
  - b. Permission is requested of the Board at least sixty calendar days in advance of the date of expected birth.
  - c. Paternity child care leave shall be continued only if both the supervisor and his spouse certify to the Board in writing 45 calendar days after birth that the mother has returned to her employment and that the father is the child-rearing spouse.

- d. Upon return from paternity child care leave of absence, the supervisor shall be reinstated to his same position for which he is certified.
  - e. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of the employment is not based solely on child-rearing leave. Paternity child care shall not be counted for tenure purposes.
  - f. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The ten-month supervisor will be granted a full salary step if he works more than 90 days. Working 90 days or less shall result in no advancement in the salary guide. The twelve-month supervisor will be granted a full salary guide step if he works more than 120 days. Working 120 days or less shall result in no advancement in the salary guide. Working shall be defined as in attendance the requisite number of days and shall not include sick days, personal days or any other leaves of absence.
10. Any supervisor adopting a child of four years of age or less shall be eligible to receive an adoption child care leave until the end of the current school year, or, at the option of the supervisor, the end of the following school year which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary, in order to fulfill the requirements of the adoption. This leave will be granted if the supervisor involved certifies in writing to the Board that he or she will be the child-rearing spouse and that the other spouse will continue employment during the leave.

**G. MILITARY – Without Deduction**

Military leave related to annual active duty training shall be granted on an individual basis in accordance with existing New Jersey Statutes. Supervisors who are members of the Reserves or National Guard shall request their superior officer to allow them to fulfill the military requirements during the summer vacation.

**H. ILLNESS IN FAMILY**

1. Upon presentation of physician's letter stating need, a leave of absence for the purpose of caring for a sick member of the supervisor's immediate family or a family member resident of the supervisor's home is available through the Family Leave Act or through the provisions of this Article. An employee opting for statutory leave (Family Leave Act) shall not be eligible for contractual leave.
2. A leave of absence without pay in accordance with statute shall be granted for the purpose of caring for a sick member of a supervisor's immediate family or a family member resident in the supervisor's home upon presentation of a physician's letter stating such a need exists.

3. An additional leave may be granted at the discretion of the Board. Upon return from an extended leave of absence, the supervisor shall be reinstated in the same position or a similar position for which he/she is certified.
4. Any unpaid extended leave of absence shall not be counted for tenure purposes.
5. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The ten-month supervisor will be granted a full salary guide step if he works more than 90 days. Working 90 days or less shall result in no advancement on the salary guide. The twelve-month supervisor will be granted a full salary guide step if he works more than 120 days. Working 120 days or less shall result in no advancement on the salary guide. Working shall be defined as in attendance the requisite number of days and shall not include sick days, personal days or any other leaves of absence.
6. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contractual period so long as the non-renewal of the employment is not based solely upon the unpaid extended leave of absence.
7. Advancement toward seniority shall not be interrupted by the supervisor's use of an extended leave of absence; seniority shall not accrue during an extended leave of absence and shall be determined in accordance with state regulations.

#### **I. DISABILITY LEAVE**

1. Any supervisor who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage, and/or recovery shall apply for and receive disability upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of the said supervisor. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employed supervisors under the Agreement at the expense of the Board for a period of up to one year.
3. If the supervisor's absence shall be the result of a personal injury caused by an accident or unprovoked assault arising out of and in the course of his/her employment, such supervisor shall be allowed disability leave with full pay for up to one (1) calendar year. Such leave shall not be charged to sick leave. In accordance with N.J.S.A. 18A:30-2.1. any amount of salary or wages paid or payable to the supervisor under this subsection shall be reduced by the amount of any Worker's Compensation award made to the supervisor under this subsection for temporary disability pursuant to Title 34 of the Administrative Code.
4. All supervisors on an approved leave of absence for reasons of maternity, child care, family illness, or any other authorized leave shall notify the Superintendent of their intent to return in September to their assignment no later than April 1.

J. **PERSONAL REASONS**

1. Employees shall be granted three (3) personal days per contract year by citing any of the following categories that are acceptable reasons for taking personal leave. These personal days will be non-cumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the supervisor's accumulation.
2. One or more of the following categories are eligible reasons for taking personal days:
  - a. Death (except as indicated in VIII-B. Supervisors Absences)
  - b. Illness (except personal illness as indicated in VIII-A. Supervisors Absences)
  - c. Court Order
  - d. Religious Observances
  - e. Personal affairs of a non-recreational nature and personal affairs that might not be carried out after school hours or weekends. Conventions, excluding the NJEA Convention, of all types are not approved. Exceptions shall be made subject to Board approval. Personal affairs of a non-recreational nature shall be defined as:

Attending to a private matter of a personal or family concern.
3. Whenever possible, notice of intention to utilize a personal day must be given in advance to the Superintendent's office. If advance notice is not possible, the employee will notify the Superintendent's office in writing of the fact that she/he has used a personal day after she/he has utilized that day.

**ARTICLE IX: RETIREMENT ALLOWANCE AND TERMINAL LEAVE**

- A. Upon retirement all current supervisors as of January 1, 1999 shall be entitled to payment of thirty-four percent (34%) of accumulated sick leave with no cap.
- B. Upon retirement, all new supervisors appointed on or after January 1, 1999 shall be entitled to payment of thirty-four percent (34%) of a maximum of 200 accumulated sick days (i.e. 100% of 68 days).
- C. There is no limit to the number of sick days that a supervisor can accumulate.
- D. Computation is to be based upon a multiplier of 1/200 times the appropriate percentage of accumulated sick days for 10 month employees or a multiplier of 1/240 times the appropriate percentage of accumulated sick days for 12 month employees and is to be based upon salary at the time of retirement. Employees who are on terminal leave cannot

accrue additional sick or personal days for reimbursement during terminal leave. The retirement allowance due a supervisor may be paid in either of the two following manners, as selected by retirees:

1. The retirement allowance due a supervisor for such leave shall be paid on a regular payroll basis as salary with all benefits until the accrued time is up (terminal leave).
2. The retirement allowance for such terminal leave shall be paid in a lump sum.

E. In the event of a supervisor's death, such benefits as may ensue to the decedent shall be paid using the same formula defined in this Article to the decedent's estate.

## **ARTICLE X: INSURANCE PROTECTION**

### **A. MEDICAL INSURANCE**

The Board agrees to pay full premium for medical insurance available through the Board's health insurance provider for each employee and dependent(s) effective May 1, 1999, subject to the following conditions:

1. The deductible for the indemnity Program for all employees regardless of the first date of employment shall be \$400 for employees and \$800 for dependent(s) coverage.
2. Employees whose first day of employment shall be on or after May 1, 1999 shall be enrolled in either employee or dependent Point of Service (POS).
3. If employees whose first day of employment is on or after May 1, 1999 select medical coverage other than POS available through the Board's health insurance provider, they shall pay the difference in the cost of the premium between the POS and the program selected.

### **B. PRESCRIPTION INSURANCE**

1. The Board shall pay the full premium for prescription insurance for each employee and dependent(s), subject to the following conditions:
  - a. the co-pay for brand name prescriptions shall be \$25.00;
  - b. the co-pay for generic prescription shall be \$15.00; and
  - c. the co-pay for mail-in prescriptions shall be \$25.00 for brand-name prescriptions and \$15.00 for generic prescriptions.

### **C. DENTAL INSURANCE**

1. The Board agrees to pay full premium for each employee and dependent(s) coverage for a dental plan which includes the following elements:
  - a. preventative and diagnostic – 100%

- b. basic services – 80/20 co-pay
- c. prosthodontic benefits – 50/50
- d. orthodontic benefits – 50/50

- 2. The maximum amount of services excluding orthodontic shall be \$1800 per calendar year. Orthodontic benefits are subject to a \$1000 maximum per case that is separate from the \$1800 maximum per year for other covered services.
- D. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.
- E. Employees who voluntarily waive the insurance benefits set forth above, will be paid 25% of the premium cost of the program(s) in which the employee is currently enrolled. Employees hired after the date of July 1, 2004 shall receive 25% of the premium cost of the lowest cost program(s). Payment will be made no later than June 30<sup>th</sup>. Once an employee voluntarily waives insurance coverage, the employee may re-enroll upon proof of any of the life events as designated by the Department of Insurance. Employees hired after July 1<sup>st</sup> of any year who elects not to take insurance coverage(s) or employees who terminated employment prior to June 30<sup>th</sup> shall have the payment prorated based on the number of months the employee was employed.
- F. The Clifton Board of Education will adhere to all provisions of statutes and/or regulations pertaining to health insurance including, but not limited to, Chapter 2 (May 2010) and Chapter 78 (June 2011).

#### **ARTICLE XI: SCHOOL CALENDAR**

- A. In the event that schools are closed due to inclement weather, all supervisors are excused from reporting to work that day.
- B. Supervisors will follow the same school calendar and hours as all ten-month teaching personnel.
- C. All ten-month supervisors shall not be required to be in attendance for more than two days in excess of the school calendar as it applies to the teaching staff.
- D. Twelve-month supervisors will follow the same school calendar and daily hours as other twelve-month professional employees. They will be excused with pay during Christmas, winter, and spring recess. Approval for the spring recess shall be granted by the Superintendent after verification that all personnel evaluations and recommendations for personnel under the authority of the supervisor as required for the April meeting of the Board of Education have been received in proper order by the Superintendent.

#### **ARTICLE XII: MILEAGE REIMBURSEMENT**

- A. District Wide Supervisor – where a district-wide supervisor must utilize his or her own vehicle as part of regular school duties, mileage shall be reimbursed at the rate per mile established by the NJOMB effective July 1<sup>st</sup>, for the school year.

- B. Non District Wide Supervisor – when a non district-wide supervisor must use his or her vehicle out-of-district as part of regular school duties, mileage shall be reimbursed at the rate per mile established by the NJOMB effective July 1<sup>st</sup>, for the year.

### **ARTICLE XIII: LUNCH PERIODS**

All supervisors are entitled to a duty free lunch period.

### **ARTICLE XIV: SABBATICAL**

- A. Supervisory personnel with seven (7) or more consecutive years of service in the Clifton School System will be eligible for a sabbatical leave. The leave will be granted for one (1) school year at 50% of full salary applicable to the school year in which the Sabbatical Leave is taken.
- B. The maximum numbers of sabbaticals granted during any school year will be one (1). If more than one (1) application is submitted the selection will be made by the Board. The basis for selection will be comprehensive application and not a competitive examination.
- C. Any member of the supervisory staff who is granted a sabbatical study leave of absence shall be required to abide by the following:
1. For an additional Master's degree level, or a Professional Certificate or Doctor's degree, the employee shall be officially matriculated at an accredited college or university.
  2. The employee on sabbatical leave will be enrolled as a full time student in a course of study. Courses taken through correspondence programs or any that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable.
  3. Semester hour credits pursued must receive the prior approval of the Superintendent and shall be within the applicant's major or minor fields or area of administrative responsibility and shall be acceptable in a college or university applying towards the matriculating degree.
- D. The college or university selected for sabbatical must be approved by the Superintendent and must be accredited by one of the following accrediting associations:

New England ACSS	Middle States ACSS
North Central ACSS	Southern ACSS
Western ACSS	Northwest ACSS

- E. All employees who receive sabbatical leave will contractually obligate themselves to the Clifton School System for a minimum of three (3) years of service immediately following termination of the sabbatical leave. However, emergencies cancel out the obligation. Such emergencies are:
1. Distance transfer in excess of 100 miles of spouse causing resignation.

2. Illness or disability causing retirement in accordance with New Jersey Statutes governing such illness or disability.
  3. Death.
  4. Any other valid reason subject to Board approval.
- F. Sabbatical leave applications must be submitted on or before December 1 of the year prior to the desired sabbatical year.
- G. Within ten (10) days of the completion of the first semester and ten (10) days of completion of the second semester, the applicant is to request a transcript to be submitted to the Board of Education.
- H. Within ten (10) days of the commencement of the courses, the supervisors on sabbatical will notify the Superintendent of the courses actually being taken by course title and catalog description.

**ARTICLE XV: GRADUATE STUDY SALARY GUIDE PLACEMENT**

Supervisors who submit evidence of having completed a graduate study course program on the Doctoral level or 6<sup>th</sup> year level in the field of education or area of supervisory responsibility by the submission of the degree received and accompanying official transcript and description of courses pursued in acquiring such Doctoral degree or 6<sup>th</sup> year level shall receive an additional salary compensation on the first of September or the first of January, immediately subsequent to the submission to the Board of Education of such degree or 6<sup>th</sup> year level and approval by the Board showing that all requirements have been met prior to September 1<sup>st</sup> or January 1<sup>st</sup> and subject further to the following stipulations:

- A. All Doctoral degrees and 6<sup>th</sup> year level course submissions must be approved by the Superintendent and earned at accredited colleges and universities recognized by the New Jersey Department of Education and one of the six organized agencies, or any accrediting agency or college or university accepted by the aforementioned agencies. There are six (6) recognized regional accrediting agencies for colleges and universities:
- Middle State Association of Colleges and Secondary Schools
  - Southern Association of Colleges and Secondary Schools
  - North Central Association of Colleges and Secondary Schools
  - New England Association of Colleges and Secondary Schools
  - Southwest Association of Colleges and Secondary Schools and
  - Western Association of Colleges and Secondary Schools.

Courses taken at any institution accredited by one of the regional college accrediting bodies shall be acceptable. Courses taken through correspondence programs or any that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable.

- B. All supervisors shall be eligible to receive the Sixth Year level providing they acquire thirty (30) graduate credits beyond Master's Degree recognized by the Board of Education. Under the terms of this contract, fifteen (15) of these thirty (30) graduate

credits may be in Administration and/or Supervision, or in the area of their supervisory responsibility, and must receive the prior approval of the Superintendent. Only a minimum course grade of "B" (3 on a 4 point scale) shall be considered in determining placement for the Sixth Year Level.

- C. All supervisors shall be eligible to receive the Doctoral Level providing they acquire a Doctoral degree from an accredited college or university as set forth in Article XV-A. Under the terms of this contract, the Doctoral Program must be in their area of certification or supervisory responsibility or reasonably related to their duties and responsibilities, and must receive the prior approval of the Superintendent. Only a minimum course grade of "B" (3 on a 4 point scale) shall be considered in determining placement for the Doctoral Level.
- D. Supervisors submitting a request for Sixth Year Level salary compensation in accordance with the terms of this section shall be entitled to the additional payment for such level with no restrictions on the elapsed time from commencement to completion of the number of course credits required for Sixth Year Level salary compensation.
- E. Supervisors submitting a request for Doctoral Level salary compensation in accordance with the terms of this section shall be entitled to the additional payment for such level with no restrictions on elapsed time from commencement to completion of the number of course credits and Doctoral requirements (thesis, dissertation, or the like) required for Doctoral Level salary compensation.
- F. The cost and expenses other than granted in the Tuition Program for all courses pursued in acquiring a Master's degree, Doctor's degree, or Sixth Year Level salary shall be the sole obligation of the supervisor. The Board of Education shall be liable only for the placement at the appropriate salary level in accordance with the stipulations outlined in this section.

**ARTICLE XVI: TUITION REIMBURSEMENT, EDUCATIONAL CONVENTIONS, SEMINARS, DUES, AND PROFESSIONAL DEVELOPMENT**

- A. Effective July 1, 1999, the Clifton Board of Education will provide a fund of \$5,500 dollars for the payment of tuition reimbursement for graduate courses taken by supervisors during each school year of this contract. Reimbursement shall be limited to \$1,500 per eligible person per school year.
- B. Such courses must receive prior approval of the Superintendent of Schools or his/her designee and be taken at a college or university accredited by the following accrediting associations:
  - Middle State Association of Colleges and Secondary Schools,
  - Southern Association of Colleges and Secondary Schools
  - North Central Association of Colleges and Secondary Schools
  - New England Association of Colleges and Secondary Schools,
  - Western Association of Colleges and Secondary School, and
  - Northwest Association of Colleges and Secondary Schools.

- C. Such courses must be in the supervisor's area of certification, required for an advanced degree or demonstrably related to the supervisor's job responsibilities. If the total requests for tuition reimbursement exceed \$5,500, then the sum shall be divided proportionally by the number of credit hours for approved courses. There will be no carry over from one year to the next. Payment for the summer session and the fall session will be made after the fall session has been completed and the needs of the spring session determined.
- D. The Board shall pay supervisors for all required courses, seminars and conventions as approved by the Superintendent of Schools or designee. Additionally, supervisors shall be reimbursed for all reasonable expenses.
- E. Courses taken through correspondence programs or any courses that are not fulfilled solely as a direct participant in a campus setting shall not be approved or acceptable for tuition reimbursement. Exceptions to this provision shall be at the sole discretion of the Superintendent and may be granted when the course is part of a matriculated program which terminates in a Master's Degree or Doctorate and receives the prior approval of the Superintendent.
- F. The Board of Education shall pay up to \$2000 annually for expenses incurred by any supervisor attending conventions, seminars and workshops, including membership dues in the New Jersey Principals and Supervisors Association, subject to the Superintendent's approval.

#### **ARTICLE XVII: SUPERVISOR EVALUATION**

- A. Supervisors shall be evaluated by persons certified by the New Jersey State Board of Examiners. A supervisor shall be given a copy, for his or her own use, of any class visit or evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Superintendent's office, placed in the supervisor's file or otherwise acted upon without prior conference with the supervisor.
- B. Criteria on which the evaluation is to be based shall be uniform for the entire school system and an individual copy shall be given to each supervisor at the time of hire or when criteria or form are changed.

#### **ARTICLE XVIII: REPRESENTATION FEE**

##### **A. Purpose of Fee**

If any supervisor does not become a member of the Association during any membership year, (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said supervisor will be required to pay a representation fee to the Association for that membership year.

**B. Notification and Amount of Fee**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

**C. Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

**ARTICLE XIX: RIGHTS OF REPRESENTATION**

- A. Whenever a representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the N.J.P.S.A. and the N.A.S.S.P. shall have the right to enter school buildings to meet with supervisors during lunch periods or before or after school hours to carry out appropriate Association business. Representatives shall notify the principal or his/her designee of their presence prior to the meeting.

**ARTICLE XX: VACATION DAYS**

- A. All twelve-month supervisors earn two vacation days credit each month employed during the year for a total of 22 days a year, which cannot be accumulated beyond the school year without the Superintendent's approval. If such days are accumulated, they must be used within the two months following the close of school. These days are to be used at a time not to interfere with the school program subject to the approval of the Superintendent of Schools.
- B. The summertime schedule shall be from 8 A.M. to 3 P.M., weekdays with one hour for lunch starting July 1<sup>st</sup> through August 31<sup>st</sup>.

## ARTICLE XXI: SALARY GUIDE

### 10 Month – Sixth Year

Step	2011-2012	2012-2013	2013-2014
1	84,023	85,523	86,523
2	85,618	88,406	87,233
3	87,214	90,033	90,175
4	88,595	91,661	91,834
5	89,966	93,070	93,494
6	91,946	94,469	94,931
7	93,970	96,488	96,358
8	96,037	98,552	98,418
9	99,878	100,661	100,523
10	103,875	104,579	102,674
11	108,028	108,655	106,670
12	110,693	112,892	110,828
13	113,357	115,610	115,149
14	116,021	118,328	117,922
15	118,686	121,045	120,694
16	121,497	123,763	123,465
17	124,014	126,630	126,238
18	126,678	129,197	129,163
19		131,914	131,781
20			134,553

### 10 Month - Masters

Step	2011-2012	2012-2013	2013-2014
1	82,740	84,240	85,240
2	84,287	87,098	85,925
3	85,833	88,676	88,840
4	87,166	90,253	90,449
5	88,487	91,612	92,058
6	90,434	92,960	93,445
7	92,425	94,946	94,819
8	94,459	96,977	96,845
9	98,236	99,051	98,916
10	102,167	102,904	101,032
11	106,252	106,913	104,962
12	108,917	111,080	109,052
13	111,582	113,798	113,302
14	114,245	116,517	116,074
15	116,909	119,233	118,847
16	119,722	121,950	121,618
17	122,238	124,819	124,389
18	124,903	127,386	127,316
19		130,104	129,933
20			132,706

# ARTICLE XXI: SALARY GUIDE

## 12 Month - Sixth Year

Step	2011-2012	2012-2013	2013-2014
1	103,121	104,621	105,621
2	105,432	105,183	106,713
3	107,771	107,541	107,287
4	109,872	109,926	109,691
5	111,988	112,069	112,125
6	114,453	114,228	114,311
7	116,971	116,742	116,512
8	119,545	119,310	119,077
9	124,327	121,936	121,697
10	129,299	126,814	124,375
11	134,471	131,885	129,350
12	136,545	137,160	134,523
13	138,617	139,276	139,904
14	140,688	141,389	142,061
15	142,671	143,502	144,217
16	144,833	145,524	146,372
17	146,905	147,730	148,435
18	148,365	149,843	150,684
19		151,332	152,840
20			154,359
Off Guide	143,056	145,917	148,835

## 12 Month - Masters

Step	2010-2012	2012-2013	2013-2014
1	101,939	103,439	104,439
2	104,102	103,978	105,508
3	106,391	106,184	106,057
4	108,443	108,519	108,308
5	110,509	110,612	110,689
6	112,940	112,719	112,824
7	115,426	115,199	114,974
8	117,966	117,735	117,503
9	122,685	120,325	120,089
10	127,618	125,139	122,732
11	132,695	130,170	127,641
12	134,768	135,349	132,774
13	136,840	137,463	138,056
14	138,912	139,577	140,213
15	140,984	141,690	142,368
16	143,056	143,804	144,524
17	145,129	145,917	146,680
18	147,201	148,032	148,835
19		150,145	150,992
20			153,148

### Explanatory Items

1. Any supervisor having another supervisor as part of his/her responsibility shall receive an additional \$1,000.00.
2. Any supervisor that successfully earns a Ph.D. or Ed.D. from an accredited program shall be entitled to a \$4,000.00 stipend.
3. Longevity – Each supervisor shall receive longevity each contract year as additional salary compensation based on the chart below. Three years of teaching experience in the district will equate to one year of supervisory experience. Supervisory years count one for one in determining placement. Payment shall commence at the beginning of the tenth year and continue each year for the duration of the contract. Longevity shall be paid in addition to the base salary and shall be included for pension purposes.

Years of Service	
Commencing with 10 years	\$1, 000
Commencing with 15 years	\$1, 500
Commencing with 20 years	\$2, 000

4. Summer Employment of Ten-Month Supervisor

Effective July 1,2012, all ten (10) month supervisors will be required to work 10 days during the summer in order to insure that the school closing/opening is done in an orderly fashion. Two (2) of the 10 days will be scheduled by the Superintendent and notice of the dates will be provided to the supervisors by June 15<sup>th</sup>. The remaining eight (8) days will be scheduled at the discretion of each supervisor, provided the Superintendent receives notification of the dates by June 15<sup>th</sup>. The parties agree that \$2,650.00 will be added to the base salary of the ten 10 month personnel for the 2012-2013 school year as compensation for the additional days.

5. Any supervisor required by the Superintendent to work on a day not provided for in the contract shall be paid the supervisor's per diem salary.
6. All monies in the above listed items including item #4 and #5 above shall be counted for pension purposes.
7. All ten (10) month supervisors shall be eligible for advancement of one full step on the salary guide for the following year, provided he/she commences employment with the Board prior to February 1<sup>st</sup> and actually works more than ninety (90) days during the year.

All twelve (12) month supervisors shall be eligible for advancement of one full step on the salary guide for the following year provided he/she commences employment with the Board prior to January 1<sup>st</sup> and actually works more than one hundred-twenty (120) days during the year.

No employees shall be eligible for one-half step increments.

**DURATION**

The provisions of this Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers.

ATTEST:

CLIFTON BOARD OF EDUCATION

By: *Karen Rubin*

By: *James Paley*

ATTEST:

CLIFTON SUPERVISORS' ASSOCIATION

By: *[Signature]*

By: *Christina A. Belli*