

CASA – BOARD OF EDUCATION
CONTRACT

2006-2009

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ARTICLE I: Recognition

The Cresskill Board of Education recognizes the Cresskill Association of Supervisors and Administrators (CASA) as the sole and exclusive representative for collective negotiations for school supervisors and administrators in the following positions: High School Principal, Junior High - High School Vice Principal, Middle School Principal, Elementary School Principal, Director of Student Personnel Services, Supervisor of Curriculum and Instruction and Director of Athletics, Student Activities and Health and Physical Education.

ARTICLE II: Definitions

The term "administrator" in this agreement shall refer to all school personnel holding the title of Principal or Vice Principal, Director of Student Personnel Services, Supervisor of the Middle School and Supervisor of Curriculum and Instruction. The term "supervisor" shall refer to all school personnel holding the title of Director of Athletics, Student Activities, Health and Physical Education. All Administrators and Supervisors shall be represented by the Cresskill Association of Supervisors and Administrators as defined above. The term "Board" shall refer to the members, officers and appointed agents of the Cresskill Board of Education.

ARTICLE III: Period of Contract

This agreement shall become effective on July 1, 2006 and continue up to and include June 30, 2009.

ARTICLE IV: Rights of Parties

Nothing herein contained shall deny to either party its rights under New Jersey State Education laws and/or state rules and regulations.

ARTICLE V: Savings Cause

In the event that any portion of this agreement shall be found contrary to law, the remainder of the agreement shall continue in force for the duration of this agreement.

ARTICLE VI: Terms and Conditions

All terms and conditions of employment applicable on the effective date of this agreement, except as otherwise provided herein, shall continue. Any such applicable terms and conditions of employment shall not be interpreted to limit, impair, or otherwise infringe on any Board authority currently in effect, nor shall this provision be deemed to encompass past or prevailing practices in the district.

ARTICLE VII: Access to Personnel Files

All Administrators and Supervisors shall have access to review their personnel files upon notification to the Board and shall receive, upon request, copies of specific documents placed in their file(s) following such review by the administrator/supervisor.

ARTICLE VIII: Grievance Procedure

A. Definitions:

A grievance is a written complaint by an Administrator, a Supervisor or CASA, that there has been an improper, unfair, arbitrary or discriminatory application, interpretation or violation of this agreement.

A grievant is the person or organization making the complaint

B. Intent:

The intent of the procedure is to secure, through the efforts of the Superintendent of Schools, at the earliest possible stage, an equitable solution to the grievance.

C. Procedure for Resolving Grievances:

Level I

The grievant, if a Principal, shall first present the grievance to the Superintendent of Schools. If the grievant is a supervisor or assistant principal, they shall notify the building principal for purposes of discussion and attempt to resolve the matter, before contacting the Superintendent. To be considered under this procedure, the grievance must be initiated in writing, within twenty (20) calendar days from the time when the grievant would reasonably be expected to know of the action or inaction giving rise to the grievance.

The grievant shall have the right to present the grievance him/herself, or to designate a representative(s) of CASA or another person to present the grievance with or for him/her.

The Superintendent shall, within twenty (20) calendar days of the receipt of the grievance, meet with the grievant and/or his/her representative(s) or CASA for the purposes of discussing the grievance. The Superintendent shall, within twenty (20) calendar days after the grievance meeting, issue his/her disposition with reasons in writing to the grievant.

Level II

If the grievance has not been resolved at Level I, then within twenty (20) calendar days after receipt of the written decision of the Superintendent, or the expiration of the time limits for issuing such decision, the grievant or his/her representative(s) or CASA may present the grievance, in written form, to the Board of Education.

The Board shall, within twenty (20) calendar days of the receipt of the grievance, meet with the grievant and/or his/her representative(s) or CASA for the purposes of discussing the grievance. The Board shall, within twenty (20) calendar days after the grievance meeting, issue its disposition with reasons in writing to the grievant.

Level III

If the grievance has not been resolved at Level II, then within twenty (20) calendar days after receipt of the written decision of the Board, or the expiration of the time limits for issuing such decision, the grievant or his/her

representative(s) or CASA may submit to the Board a written notice for appointment of an arbitrator who shall be empowered to review the grievance and to make findings and recommendations. Such arbitrator shall be selected directly by the parties from the Public Employment Relations Commission list of available arbitrators. The arbitrator's findings and recommendations shall be made within fourteen (14) calendar days after review of the case, but such findings and recommendations shall not be binding for any of the parties to the grievance.

Level IV

If the grievance is not resolved at Level III, either party may pursue the grievance to the next appropriate authority.

ARTICLE IX: Sick Leave

A. Annual Personal Sick Leave Allowance

Each administrator and supervisor shall be entitled to a sick leave credit of one day for each month's employment. If the administrator or supervisor begins employment after the start of the school year, he/she shall be entitled to one sick leave day for each month served during the year.

B. Use of Personal Sick Leave:

Administrators and supervisors shall be allowed sick leave absence at any time and with full pay for the reason of illness or injury to the administrator or supervisor, subject to the limits of their accumulated sick leave total. The number of days for such absence shall be deducted from the administrator's or supervisor's annual and accumulated personal sick leave credit.

Medically authorized quarantine of the administrator's household and/or community shall be charged as sick days.

C. Accumulation of Unused Personal Sick Leave:

All unused personal sick leave from an administrator's or supervisor's annual allowance shall be credited to the administrator's or supervisor's personal sick leave credit and shall accumulate from year to year subject to the statutorily imposed limits.

The Board shall, by October 1st of each school year, notify each administrator and supervisor of his/her accumulated personal sick leave credit. The entire personal sick leave credit, both annual and accumulated shall be available for the administrator's and/or supervisor's use for personal sick leave absence at the beginning of the term of employment of each year.

In instances in which an administrator/supervisor has exhausted his/her personal sick leave, the Board may, on a case-by-case basis, grant additional personal sick leave with either full or partial salary. The Board's decision regarding additional sick leave in one instance shall not set a precedent for subsequent actions.

If the administrator/supervisor is on leave-of-absence approved by the Board, he/she is not entitled to sick leave days, nor can any be added to those already accumulated. In

the event an administrator/supervisor does not resume employment following a leave-of-absence or his/her services are terminated for any reason, the administrator and/or supervisor is no longer eligible for any sick leave days, whether annual or accumulated.

D. Annual Family Sick Leave Allowance:

Each administrator/supervisor is entitled to four (4) family sick leave days per contract year. An administrator/supervisor who begins after the start of the school year shall be entitled to one (1) family sick leave day for every three (3) months served during the year. This allowance shall not accumulate from year to year, and there is no credit or payment associated with unused family sick leave. Should any CASA member leave the district prior to serving the full year (July 1 through June 30) the Family Sick Leave allowance will be prorated for the duration employed.

E. Use of Family Sick Leave:

Administrators and supervisors shall be allowed family sick leave absence at any time and with full pay for the reason of illness or injury to the administrator's/ supervisor's spouse or minor child (living in the same residence), minor step-child (living in the same residence), parent or parent-in-law. The number of days for such absence shall be deducted from the administrators or supervisors annual family sick leave credit.

F. Payment for Unused Personal Sick Leave:

The Board shall pay tenured administrators/supervisors who have been in the district for a minimum of 5 years for each day of accrued, unused personal sick leave according to the provisions and formula that appear below.

Administrators and /or supervisors who held the position in the district prior to June 1995 shall give notification of intention to voluntarily leave the district with as much advanced notice as possible, but with a minimum of 60 days prior to the effective date of leaving. Tenured administrators and supervisors hired in that position after June 1995 must retire in order to be eligible for payment of unused accumulated sick leave. An administrator/supervisor who is terminated by the Board is not eligible for payment for unused sick leave.

The following formula shall be in effect for the term of this contract:

Daily Rate for Administrators	Daily Rate for Supervisors
\$105 per day up to \$31,920	\$100 per day up to \$24,750

The Board shall make such payment, for unused personal sick leave accumulated as an administrator/supervisor in Cresskill, over a maximum period of three (3) years.

The daily rate used will be based upon the administrator's and/or supervisor's current position as long as they have attained tenure in that position. If the administrator or supervisor retires before reaching tenure in their current position, the daily rate applicable to their previous, tenured position within the district, will be used. An employee who has not held tenure for any position within the district will not be eligible for this payment.

Any administrator or supervisor, who chooses to return to classroom teaching before retirement, shall have any time accrued while an administrator/supervisor credited to any existing time he/she may have accrued in the district prior to his/her becoming a supervisor. The rate will then be based on the CEA contract in effect at the time of

retirement.

ARTICLE X: Absences Not Chargeable

A. Personal Days

Each administrator/supervisor shall be allowed four (4) personal days per contract year. Personal days are to be used for reasons other than sick leave, and are considered absences at full pay. This allowance shall not accumulate from year to year. Should any CASA member leave the district prior to serving the full year (July 1 through June 30) the personal days allowance will be prorated for the duration employed.

B. Compensation for Unused Personal Days

Administrators/supervisors will be compensated for unused personal days in accordance with the following terms.

1. If zero to two personal days have been used, the administrator/ supervisor may choose to receive payment for his/her unused personal days at the daily rate for payment for unused sick leave defined in Article IX Section F, or convert 50% of the unused personal days to sick leave. Fractional days of less than one-half (1/2) will not be converted.
2. If more than two days are used, the only method of compensation will be to convert 50% of the unused personal days to sick leave days. Fractional days of less than one-half (1/2) will not be converted.

C. Death in the Immediate Family

The administrator/supervisor may be absent for up to five (5) school days after the death of an immediate family member. Immediate family is defined as: spouse, child, parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent of the administrator/supervisor or their spouse.

D. Death of a Close Friend or Relative other than Immediate Family

The administrator/supervisor may be absent for two (2) school days without salary deduction. If it is necessary to be absent for up to three (3) additional days, there shall be a reduction of one-third (1/3) of the administrator's/ supervisor's per diem salary. If absence is necessary for this purpose beyond five (5) days, the supervisor/administrator shall not receive any pay for those days.

E. Other Absences Not Chargeable

Except as modified by other clauses in this agreement, the following are additional reasons for absence at full pay:

1. Enforced absence of an administrator/supervisor by reason of a subpoena or legal process issued by a court, provided that the subpoena is related to school responsibilities. If the subpoena or legal process is not school-related, the administrator supervisor may use personal days. After personal days have been exhausted, the per diem salary will be deducted.
2. School related purposes such as visitations, conferences, etc.

In all the situations in Article X, except for "personal days", supervisors/ administrators

are expected to provide information to the Superintendent as to the reason for their anticipated or actual absence.

In all cases not otherwise covered in this agreement, in which absences are taken without the approval of the Superintendent, the deduction from the supervisor's/ administrator's salary for each day's absence shall be made on the basis of:

1/220 of the annual eleven-month basic salary for eleven month CASA members or 1/240 of the annual twelve-month basic salary for all twelve month administrators.

ARTICLE XI: Approved Leaves without Pay

Leaves of absence in accordance with this section shall be without pay in all instances.

A. Maternity/Paternity Leave

Maternity or paternity leave of absence of tenured administrators/supervisors shall be granted for a period not to exceed two consecutive school years, and the time limits of the absences shall be at the convenience of the school district.

B. Extended Un-Paid Leaves of Absence

The Board may approve a request for leave of absence not to exceed twelve (12) months upon recommendation of the Superintendent for the following reasons:

Personal illness, injury or disability, including rest and recuperation; educational and/or professional growth.

The granting of an extension of this type of leave, beyond the twelve months, shall be at the discretion of the Board.

ARTICLE XII: Sabbatical Leave

Sabbatical leave of absence, for study or educational travel, for either one half year or for one full year, may be granted to an administrator/supervisor upon the recommendation of the Superintendent and approval of the Board.

In order to be eligible for sabbatical leave, an administrator/supervisor shall have been employed in the school district for at least seven (7) consecutive years.

Administrators/supervisors granted a sabbatical leave for study or travel will be paid their full salary for a half year or half salary for a full year.

During the, sabbatical leave period retirement benefits, pensions and contributions based upon the salary the administrator/supervisor would have received if serving, as well as other benefits, shall continue. However, there shall be no further accumulation of sick leave during the sabbatical leave.

Administrators/supervisors applying for sabbatical leave shall present a plan of study or travel to the Superintendent prior to the granting of the leave. All applications for sabbatical leaves, either one-half year or full year, shall be submitted to the Superintendent by November 1 of the preceding school year. The candidates shall be notified of their acceptance or rejection by December 30.

Administrators/supervisors on sabbatical leave **shall not** engage in study for another trade or profession.

Granting of sabbatical leave shall be contingent upon the administrator's/ supervisor's agreement to return to the school district for at least two years after the sabbatical leave has ended. If the two full years is not served, the

administrator/supervisor shall reimburse the Board for the full amount received while on leave. The reimbursement shall be made within the school year of the date of resignation. This section shall not apply to an administrator/supervisor who is discharged as part of a reduction in force.

ARTICLE XIII: Health Benefits

A. Medical Insurance

The Board shall underwrite the cost of Health Insurance (New Jersey State Plan or its equivalent currently available for hospitalization, surgical and major medical) for administrators/supervisors and their eligible dependents. Beginning in the 2007-2008 school year CASA members will be enrolled in a free standing prescription plan, independent of the employee's type plan. The plan will provide for a \$5 co-pay on generic drugs, a \$20 co-pay on brand name drugs, and a mail-order benefit with a 2 x co-pay (generic or brand) for a 90 day supply. The employee will be responsible for covering all co-pays required under this plan.

B. Physical Examination

The Board shall underwrite the cost of an annual medical examination, which may include eye examination, glass or contacts and other related medical costs, including but not limited to additional referred examinations, tests and x-ray up to a total cost of \$370 for administrators and \$275.00 for supervisors. Should any CASA member leave the district prior to serving the full year (July 1 through June 30) the physical examination allowance will be prorated for the duration employed.

C. Dental Insurance

The Board shall underwrite the cost of dental insurance for administrators and supervisors and their eligible dependents provided under the current arrangement with Delta Dental Service Plan, Inc. (or its equivalent).

ARTICLE XIV: Tuition Reimbursement

The Board shall reimburse the tuition paid by administrators/supervisors who successfully complete approved graduate courses. Those who enroll in a New Jersey State college may be reimbursed up to the cost of nine (9) graduate credits at Rutgers University. Those who attend other institutions may be reimbursed up to that amount plus one-third (1/3) of that total. Graduate courses and the course of study must be approved, in advance, by the Superintendent. The tuition reimbursement pool shall have a \$7,000 cap annually for the district administrators and supervisors. If the dollar cap of \$7,000 is exceeded, tuition reimbursement will be paid equally to administrators/supervisors successfully completing courses.

ARTICLE XV: In-Service Courses

Administrators/supervisors may enroll in "in-service" courses offered and/or underwritten at the discretion of the Board. Such courses shall serve the educational objectives of the Board. For each course the subject matter, choice of instructor, number and length of sessions, and specific academic and attendance requirements shall be approved, in advance, by the Superintendent. Administrators/supervisors who complete such courses shall receive up to an amount not to exceed three (3) graduate credits at Rutgers University per school year, or in lieu of the payment, may receive up to three graduate credits, at the discretion of the administrator/supervisor.

ARTICLE XVI: Auto Use

A supervisor who may be required to use his/her auto on school business related trips in the performance of his/her duties, shall be reimbursed at the per mile rate defined by the I.R.S. for that fiscal year upon submission of proper documentation.

Each administrator shall receive an allowance of \$500 annually for all school-related auto use. It is understood that there will be no other mileage reimbursement offered to administrators. This allowance is subject to tax at the rate identified by the I.R.S. Should any administrator leave the district prior to serving the full year (July 1 through June 30) the auto use allowance will be prorated for the duration employed.

ARTICLE XVII: Work Year, Vacation Days and Recess Days

A. Work Year

Each 12 month administrator with the title of Principal, Director of Student Personnel Services, Supervisor of Curriculum or Supervisor of the Middle School, shall have a twelve (12) month work year (240 day) which commences on July 1st and ends on June 30th of the succeeding calendar year.

Each 11 month employee with the title of Junior High School - High School Vice Principal and/or Director of Athletics and Supervisor of Health and Physical Education shall have an work year which commences on September 1st and ends on June 30th. Each 11 month employee with the title of Junior High - High School Vice Principal and/or Director of Athletics and Supervisor of Health and Physical Education shall report to work for a total of 20 additional days during the months of July and/or August. Such 20 days shall include the week immediately proceeding the week that teachers report to work in September.

B. Twelve Month Administrator Vacation Days

Each twelve (12) month administrator with the title of Principal, Director of Student Personnel Services, Supervisor of Curriculum or Supervisor of the Middle School, who holds that position in the district, shall be entitled to 21 days of vacation each year, one of which may be converted for the individual's per diem rate of pay. All such days shall be credited to the individual at the beginning of the school year (July 1st) for which they are being earned.

Should any twelve month administrator leave the district prior to the end of that school year, the vacation days earned shall be calculated at a rate of 1.75 days per month employed. Should the twelve (12) month administrator have taken more vacation days than they would have earned the district will be reimbursed by reducing the final pay by the multiplying that administrator's daily rate of pay (1/240) by number of excess vacation days taken.

Twelve month administrators shall be encouraged to take their vacation days during the summer months, recess days or at other times when schools are not in session. Twelve month administrator's will submit their proposed vacation days to the superintendent at the beginning of the school year, or at the earliest possible time thereafter, so that the superintendent can review and approve the proposed dates. In the event that there is a problem with the proposed dates, the twelve month administrator shall discuss the matter, at the earliest possible time, with the superintendent so that another mutually agreed upon time can be used for vacation leave, A major consideration in the decision regarding when the vacation is to be taken shall be to minimize the impact on the school

of the absence of the twelve month administrator's. Unused vacation days shall not be cumulative and may not be carried over from one year to the next.

C. Twelve Month Administrator Recess Days

Each 12 month administrator with the title of Principal, Director of Student Personnel Services, Supervisor of Curriculum and Instruction, or Supervisor of the Middle School, shall be required to work during school recess and vacation periods subject to the following provisions: 12 month administrator with the title of Principal, Director of Student Personnel Services, Supervisor of Curriculum or Supervisor of the Middle School, shall work five (5) of the total number of school recess days in any school year. School recess periods are the December, February and April school recess periods. Unused recess days shall not accumulate nor shall there be paid any remuneration for unused days.

D. Attendance at NJPSA Convention

All members of CASA shall not be required to work during the NJPSA convention period in November for the purpose of attending that convention.

ARTICLE XVIII: Professional Association Dues

The Board of Education shall underwrite a portion of the annual dues for the New Jersey Association of Principals and Supervisors Association for the Director of Athletics / Supervisor of Health and Physical Education in the amount of \$425 annually. The Board shall underwrite the annual dues for NJPSA and the NAESP or NASSP for Principals, Vice Principals, Supervisor of the Middle School and the Director of Student Personnel Services, and NJPSA and ASCD for the Supervisor of Curriculum and Instruction.

ARTICLE XIX: Advanced Degrees

Any member of CASA who earns a doctorate from an accredited institution of higher education would receive an additional \$3000 applied to their base salary.

ARTICLE XX: 2006-2009 Salary Minimums and Maximums, Longevity and Base Salaries

A. Position Minimum and Maximums

Position	Minimum	Maximum
Director of Athletics, Supervisor of Health and Physical Education	\$80,000	\$110,000
Director of Student Personnel Services	\$97,000	\$130,000
Supervisor of Curriculum and Instruction	\$72,000	\$105,000
JHS-HS Vice Principal	\$90,000	\$118,000
Elementary Principal	\$100,000	\$132,000
Middle School (Supervisor) Principal	\$100,000	\$132,000
High School Principal	\$115,000	\$142,000

B. Longevity

Longevity	12 month	11 month
10 years	\$1,500	\$1,000
15 years	\$2,500	\$1,500
20 years	\$3,000	\$2,000
25 years	\$3,500	\$2,500
30 years	\$4,000	\$3,000
35 years	\$4,500	\$3,500

Longevity payments will commence at the start of the fiscal year which follows the completion of the administrator's/supervisor's eligibility year.

C. Base Salaries

Position /Employee	2006-2007	2007-2008	2008-2009
HS Principal Peter Eftychiou	\$128,057	\$134,460	\$140,041
Elementary Principal Maureen Alaimo	\$117,004	\$121,684	\$126,552
Elementary Principal Phyllis Weinberger	\$112,236	\$117,849	\$123,740
Director Student Personnel Services Anita Lovallo	\$118,582	\$123,622	\$128,876
JHS-HS Vice Principal Paul Diverio	\$118,000	\$118,000	\$118,000

Director of Athletics, Supervisor of Health and Physical Education Beth Del Vecchio	\$94,478	\$99,439	\$104,410
Supervisor of Curriculum and Instruction Michael Burke	\$90,140	\$94,016	\$98,058
Supervisor of Curriculum and Instruction Peter Hughes	\$73,360	\$77,030	\$80,880

D. Special 2006-2009 Salary Provision JHS-HS Vice Principal

Effective with this 2006-2009 CASA – Board of Education contract, the high school vice principal's classification shall be adjusted from a twelve month position to an eleven month position. In exchange for this adjustment the district will buy back the vice principal's 21 vacation days earned and accrued in the 2005-2006 school year, over the course of the three year duration of this contract, at a rate of seven days per year, at \$540 per day (total vacation day payment each year equals \$3,780).

