

AGREEMENT
BETWEEN THE
CINNAMINSON TOWNSHIP BOARD OF EDUCATION
AND THE
CINNAMINSON ASSOCIATION OF SCHOOL ADMINISTRATORS
2008-2011

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PREAMBLE

This Agreement is entered into this 1st day of July, 2008 by and between the Board of Education of Cinnaminson Township of Cinnaminson, New Jersey, hereinafter called the "Board," and the Cinnaminson Association of School Administrators, hereinafter called the "Association."

ARTICLE I

DURATION

The Provisions of this Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until June 30, 2011, or until a successor Agreement has been accepted by both parties.

This Agreement may be changed or modified by mutual consent of both the Board and the Association. Such change or modification shall be in writing.

ARTICLE II

RECOGNITION

Pursuant to Chapter 123, Public Laws, 1974, the Cinnaminson Board of Education recognizes the Cinnaminson Association of School Administrators as the exclusive representative for collective negotiations concerning the terms and conditions of administrators' employment for the unit described herein, including:

- High School Principal (1)
- Middle School Principal (1)
- Intermediate Principal (1)
- Elementary Principal (1)
- High School Assistant Principal (1)
- High School Assistant Principal/Director of Athletics and Activities (1)
- Middle School Assistant Principal (1)
- Director of Special Services (1)

ARTICLE III

NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

A. Negotiations for succeeding Agreements shall begin not later than the second week in January. Meetings between the representatives of the parties shall be scheduled as

convenient until an Agreement is concluded.

B. The parties agree to negotiate in good faith effort to reach agreement pursuant to Chapter 123, Public Laws of 1974.

ARTICLE IV

FRINGE BENEFITS

A. Sabbatical Leave

1. The Board of Education may, upon the recommendation of the Superintendent, grant a sabbatical leave to a full-time certificated professional staff member who has completed seven (7) consecutive years as a staff member within the Cinnaminson Public School System.
2. A grant equal to the sum of one-half (1/2) of his/her contractual salary shall be given to the approved applicant during the year of sabbatical leave. Sabbatical leaves for less than one (1) year will be compensated on a pro-rata basis, payments to be made semi-monthly.
3. When professional leave is required for the purpose of study, the applicant shall present for the approval of the Superintendent and the Board of Education a program of courses, independent study, research, or creative work prior to the presentation of a written request for the approval to the Board of Education which should be carried out unless the Board otherwise directs. Request for sabbatical leave must be in the Superintendent of School's office on or before the first Monday in December of the year prior to the sabbatical. The Board of Education will act on sabbatical leave request at the next regularly scheduled Board of Education meeting following the last day upon which sabbatical leave request may be submitted.
4. The benefactor will agree to return to the Cinnaminson Township School District after a sabbatical leave for a minimum of one (1) year.
5. Each applicant who has been granted a professional leave for study shall file a written report with the Superintendent and the Board of Education not later than ninety (90) days after return to active duty. This report shall include: names of the institutions attended, courses pursued, credits received, experiences gained, itinerary of travel, research pursued, or creative work accomplished.

- (a) Interruption of the program of study caused by serious accident of illness during a professional leave shall not prejudice the Board of Education as regards to the fulfillment of the conditions regarding study on which such leave is granted.
- (b) If while on professional leave a staff member becomes pregnant, she is required to notify the Board of Education and request maternity leave under the rules of the Board of Education governing maternity leave. Upon the date of the beginning of maternity leave, the professional leave shall terminate immediately.
- (c) Final determination as to the granting of sabbatical leave shall be with the Board of Education.

B. Medical Benefits

The Board will provide all members of this unit with the same benefits, co-pays, and deductibles (medical, dental, and prescription) provided to the Cinnaminson Education Association.

C. Personal Illness Leave

For the period February 5, 2008 through March 31, 2008, covered employees shall be eligible for payment for unused personal illness days at the rate of \$140.00 per diem to a maximum of 225 days upon retirement, June 30, 2008. Payment for unused personal illness days shall be in one check, June 30, 2008.

From July 1, 2008 covered employees shall be eligible for payment of unused personal illness days at the rate of \$100.00 per diem to a maximum of 225 days. If this benefit is deemed in conflict with state statute it shall be removed from this agreement and payment for unused personal illness days shall be as provided for in State Law.

Upon death of a covered member, payment for all unused sick leave up to the maximum as defined above will be made to the member's estate.

ARTICLE V

A. SALARY SCHEDULE

Please refer to the attached salary schedules.

B. DOCTORAL DEGREE

Payment for an earned doctorate shall increase from \$1,000.00 to \$1,500.00 for each year of the three (3) year agreement.

ARTICLE VI

LEAVE AND SICK BENEFITS

1. Sick leave for 12 month employees shall be twelve (12) days. Sick leave for 10 month employees shall be ten (10) days.
2. Association members may be granted personal time, with pay, for personal business, as approved by the Superintendent in advance.
3. A salary continuance plan will become effective on the first day of the second year as follows:

The number of sick leave days accumulated in the District from prior years will be matched by the Board up to a maximum of sixty (60) days. After an administrator uses all accumulated and current leave, the Board will pay \$80.00 per day for the matching number of days not to exceed sixty (60).

4. (a) A leave of absence without pay up to two (2) full school years may be granted by the Board of Education to any administrator upon the recommendation by the Superintendent.

(b) All leaves, including extensions or renewals of leaves, shall be applied for in writing and extensions may be granted by the Board of Education upon the showing of good reason.

(c) All covered employees on such leaves shall be allowed to continue participation in all health and insurance programs for the duration of their leaves at their own expense.

ARTICLE VII

CALENDAR HOLIDAYS

All administrators are to be granted the established holidays in the school calendar which are granted to the teachers.

WORK YEAR & VACATION

Vacation for 12-month employees shall be twenty (20) working days as requested by the individual member of the Association, with approval of the immediate supervisor and the Superintendent.

Unused vacation days may be carried over to the next school year or summer months as approved by the Superintendent. An administrator leaving the District shall be compensated for any and all unused vacation days on a pro-rated basis, in accordance with his/her contracted annual salary for each day.

PROFESSIONAL ORGANIZATIONS

The Board shall pay for membership of each administrator in professional organizations as follows:

1. New Jersey Principals and Supervisors Association and National Association of Secondary School Principals

or

2. New Jersey Principals and Supervisors Association and National Association of Elementary School Principals

ARTICLE VIII

GRIEVANCE PROCEDURE

1. The purpose of this procedure is to provide an orderly internal mechanism for the settlement of grievances.
2. Definitions
 - A. A grievance is a complaint, unresolved on an informal basis, based upon an event or condition which affects terms and conditions of employment of an administrator or administrators relating to the interpretation, application, or violation of policies, agreement, or administrative decisions.
 - B. The aggrieved is the person or persons making a complaint.
 - C. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days from the date of the occurrence under complaint. Failure to process the grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Procedures: Step One

- A. An administrator having a grievance shall discuss it with his/her immediate superior within fifteen (15) calendar days. A written record of this discussion, signed by both parties, shall be made and filed.
- B. If such grievance is not resolved within seven (7) calendar days, the aggrieved may refer it in written form to the Superintendent.

Step Two

If a grievance is not resolved by the Superintendent within fourteen (14) calendar days after the presentation of the grievance, the aggrieved may, within seven (7) calendar days thereafter, refer the grievance in written form to the Board of Education.

Step Three

Within twenty (20) calendar days after receipt of the grievance, the Board or a designated committee thereof shall hold a hearing in executive session. Both the aggrieved and Superintendent of Schools may be present at such hearing. The Board will issue written decision within seven (7) calendar days after the hearing.

Step Four

- A. Within fourteen (14) calendar days after receipt of the Board's decision, the aggrieved, if not satisfied, may notify the Board, in writing, of his/her intent to proceed to Step Five.

Step Five

- A. Grievances reaching Step Five will be of two (2) types only:

Type 1 - Alleged violation, misinterpretation, or mis-application of the terms of this Agreement.

Type 2 - Alleged misinterpretation of misapplication of a policy, agreement, or administrative decision.

- B. Type 1 grievance will be submitted to the American Arbitration Association (AAA). The recommendation for settlement made by the AAA will be binding upon and acted by both parties.
- C. Type 2 grievance will follow the same procedure as Type 1 except the

recommendation resulting from arbitration will be non-binding, although both Board and Association agree that they will give consideration to any recommendation for settlement.

Miscellaneous

- A. A grievance, once written, must remain in its original form throughout all steps.
- B. All decisions shall be in writing with supportive reasons provided.
- C. All grievance discussions shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.
- D. Time limits specified in this Article may be extended by mutual agreement of the concerned parties.
- E. The costs, fees, and expenses for a required arbitrator shall be shared equally by the parties participating in the grievance.

ARTICLE IX

MILEAGE

Administrators shall be reimbursed for the use of their automobiles in the performance of school or related business at the current IRS rate.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries.

CINNAMINSON ASSOCIATION OF
SCHOOL ADMINISTRATORS

CINNAMINSON TOWNSHIP
BOARD OF EDUCATION

President

President

Secretary

Secretary

Dated:

Dated: