

**AGREEMENT**  
**BETWEEN THE**  
**CINNAMINSON TOWNSHIP BOARD OF EDUCATION**  
**AND THE**  
**CINNAMINSON ASSOCIATION OF SCHOOL ADMINISTRATORS**  
**2011-2014**

TABLE OF CONTENTS

PREAMBLE..... Page 3

ARTICLE I - DURATION..... Page 3

ARTICLE II - RECOGNITION.....Page 3

ARTICLE III - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT..... Page 4

ARTICLE IV - FRINGE BENEFITS..... Page 4-5

SABBATICAL LEAVE..... Page 4-5

MEDICAL BENEFITS..... Page 5

PERSONAL ILLNESS LEAVE ..... Page 5

ARTICLE V - SALARY SCHEDULE..... Page 5

ARTICLE VI - LEAVE AND SICK BENEFITS..... Page 5-8

SICK LEAVE ..... Page 6

PERSONAL DAYS..... Page 6-7

SALARY CONTINUANCE..... Page 7-8

LEAVE OF ABSENCE..... Page 8

ARTICLE VII ..... Page 8-9

CALENDAR HOLIDAYS..... Page 8

WORK YEAR & VACATION..... Page 8

PROFESSIONAL ORGANIZATIONS..... Page 8-9

ARTICLE VIII - GRIEVANCE PROCEDURE..... Page 9-11

ARTICLE IX - MILEAGE..... Page 11

ARTICLE X – SUPERVISORS.....PAGE 11-12

SIGNATURES..... Page 12

## **PREAMBLE**

This Agreement is entered into this 1st day of July, 2011 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, 2011 and shall remain in full force and effect until June 30, 2014, 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)
- Supervisor(s)

### 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 or 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

From July 1, 2011 covered employees shall be eligible for payment of unused personal illness days at the rate of \$100.00 per diem to a maximum (\$15,000) allowable by State Law. Payment for unused personal illness days shall be in one check.

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**

**SALARY SCHEDULE**

Refer to the attached salary schedules.

**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. Personal Days

### A. Personal Leave

Twelve (12) month employees shall be granted three (3) days per year with pay for personal business. Ten (10) month employees shall be granted two (2) days per year with pay for personal business. Association members may be granted additional personal time, with pay, for personal business, as approved by the Superintendent in advance.

- i. Permission must be granted for emergencies or extenuating circumstances by the Superintendent or his designee for personal leave on the working day preceding or the working day following a school holiday or vacation period. Request must be made in writing with a statement of reasons. Unused personal day leave under this paragraph shall be converted to accumulated sick leave annually. Such unused personal leave accrued in an employee's last year of employment shall be added to the total days accumulated.
- ii. Written request must be made twenty-four (24) hours in advance or forty-eight (48) hours in advance, whenever possible, to the day requested to the Superintendent or his designee before such absence. In the event of last minute emergencies, the Superintendent may grant approval by telephone, but written request must follow. Such a request will state the date desired and that the request conforms to contractual stipulation.
- iii. Time necessary for court appearances in any legal proceeding connected with the Association member's employment or with the school system will not be deducted from personal days or sick leave.

### B. Court Appearance

- i. In addition, Association members will be granted up to a maximum of two (2) days for mandatory court appearances

### C. Bereavement

- i. Association members may request a leave not to exceed five (5) days in the case of death of a spouse/life partner, child, parent/custodial parent. These days must be taken within ten (10) calendar days of the death.
- ii. Association members may request a leave not to exceed three (3) days in the case of a death of a grandparent, brother, sister, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law. These days must be taken within seven (7) calendar days of the death.

D. Family Illness

- i. Association members may request a leave not to exceed three (3) days in any one school year in the case of serious illness of the covered employee's spouse, children and parents.
- ii. Serious illness will be defined in reasonable terms, with the following considerations as guidelines:
  1. The illness being attended to is of an acute nature in which the staff member's presence is required, particularly in the case of possibility of imminent death. For the purposes of this provision, the parties agree that these days may be used when a covered employee's spouse, child(ren) or parent(s) undergoes surgery which requires general anesthesia or hospitalization of the patient for at least twenty-four (24) hours. Where it is imperative for a staff member to be present in order to provide medical nursing functions that could not be provided by another person.
  2. Leave for serious illness will not be provided under the following circumstances: Taking a spouse, children or parents to a doctor or hospital when such appointments could reasonably be scheduled at some other time, such as Saturdays, holidays or vacation time. This is not an all-inclusive list.
  3. Personal leave days may be used for those matters not covered by the above.
  4. In order to verify serious illness as defined above, the employee shall supply a personally signed affidavit specifically stating the nature of the illness.

E. Flex Day

- i. Association members with accumulated sick leave may convert one (1) sick day to a flex day to be used as a bereavement day for someone not specified in the contract or for a family illness day or personal day upon exhaustion of all contractually permitted days within those two categories.
- ii. New Association members may convert accumulated sick leave at the beginning of their second year of employment.

F. Other leaves of absence with or without pay may be granted by the Board for good reason.

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).

- (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

During the school year (September through June) Association members shall work per the approved school district calendar.

### 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

or

3. New Jersey Principals and Supervisors Association and NJ Council for Exceptional Children and NJ Association of Pupil Service Administrators

or

4. New Jersey Principals and Supervisors Association and Association of Supervisors of \_\_\_\_\_ (content area)

## **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:
  - a. Type 1 - Alleged violation, misinterpretation, or mis-application of the terms of this Agreement.
  - b. 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**

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

## **ARTICLE X**

### **SUPERVISOR(S)**

All pertinent portions of the existing negotiated teachers' agreement shall be applicable to Supervisor(s), unless otherwise specified.

#### 1. Supervisor(s) – Hours and Load

The K-12 Supervisor(s) shall teach two (2) classes. The Supervisors' teaching load may be reduced an additional class with the Principal's permission if there is no financial cost or harm to the educational program.

#### 2. Supervisor(s) - Scope Of Responsibilities

Supervisor(s) will supervise grades 7 to 12 with all of the responsibilities as outlined in the job description entitled Supervisor(s). In addition, the Supervisor(s) will assist the professional staff in achieving recognized objectives in grades K – 6. The attached position description outlines the areas of responsibility for Supervisors.

#### 3. Supervisor(s) – Summer Work

The work year of Supervisor(s) will include additional days as determined by each covered member between the last day teachers work in June and the first day teachers report to work in September, but will not be less than three (3) days.

In addition, covered employees will work two (2) days at the request of the Superintendent or designee for a total maximum number of five (5) work days during the summer months with no extra pay. The Superintendent and/or designee and the Supervisor will mutually agree upon the dates.

If an administrator requires a Supervisor to be in attendance beyond the specified terms in the contract, per diem will be paid. Such time shall be approved in advance by the Superintendent or designee.

Further, covered employees may work five (5) additional days at their per diem rate during this period. Unpaid days will be used prior to any paid day. Paid days must be approved in advance by the Superintendent.

4. Supervisor(s)– Conference Reimbursement

The Board will establish a line item budget for conference reimbursement.

5. Supervisor(s)– Salary Guide

The computation of Supervisor(s) salaries shall be based on the sum of the S-1 (teacher) salary guide plus earned longevity, if applicable, and a stipend for supervisory work. The salary thus computed shall be the full compensation for the Supervisor(s) and shall be the number used for all pay and deduction purposes, which will be calculated on a ten (10) month basis. Supervisor(s) shall be paid on a Twelve (12) month pay basis from July 1 to June 30.

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:

**2011-14**  
**Cinnaminson Association of School Administrators**  
**Salary Guide**

<b>ADMINISTRATOR</b>						
<b>Administrator</b>	<b>Position</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>Stipend</b>	<b>Stipend</b>
Banecker, Deborah	Rush Principal	114,451	117,312	120,127	2,000, Coord Rd/LAL K-5	500 Summer camp
Garcia, Loyola	Director of Special Services	127,649	130,840	133,980		
Gorman, Ryan	CHS Assistant Principal	85,000	87,125	89,216		
Goulburn, Frank	CMS Principal	105,000	115,000	117,760		
Kolev, Hamm	CMS Assistant Principal	97,613	100,053	102,454	2,000: Coord. Math K-12	
Layden, John	New Albany Principal	116,167	119,071	121,929		
Llewellyn, Darlene	CHS Principal	127,383	130,568	133,702		
Weber, James	Athletic Director	125,556	128,695	131,784		

<b>SUPERVISOR</b>		<b>*includes longevity and stipend</b>		
<b>Supervisor</b>	<b>Position</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Garbett, Therese	3-5 Grade level Supervisor	96,498*	97,729*	99,004*
Liddell, Charles	Middle School Athletic Director	85,425*	88,170*	90,911*
Palmer, Edward	Science Supervisor K-12	91,021*	93,313*	96,346*