

**AGREEMENT**

**Between**

**CLIFFSIDE PARK BOARD OF EDUCATION**

**and**

**CLIFFSIDE PARK ADMINISTRATOR'S ASSOCIATION**

**2012-2013**

**2013-2014**

**2014-2015**

**Preliminary Agreement by:**

**John Brunelli** \_\_\_\_\_ **JB** \_\_\_\_\_ **Date** 3-18-2013 \_\_\_\_\_

**Michael Romagnino** \_\_\_\_\_ **MR** \_\_\_\_\_ **Date** 3-18-2013 \_\_\_\_\_

## **ARTICLE I**

### **Recognition**

Pursuant to Chapter 303, Public Laws, 1968 as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974 (N.J.S.A. 34:-13A-1 et seq.), the Cliffside Park Board of Education recognizes the Cliffside Park Administrators' Association as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of administrators' employment for the following categories of personnel:

Principal, Elementary, Pre-K – 6  
Principal, Elementary, K – 8  
Vice Principal, Middle School  
Principal, High School  
Vice Principal, High School

## **ARTICLE II**

The parties have negotiated in good faith and have reached the following agreement pursuant to Chapter 303, public Laws of 1968, as amended and supplemented by the provisions of Chapter 123 of the Laws of 1974, N.J.S.A. 34:13A-1, et seq.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties. If any provision of this Agreement, or any interpretation, application of administration thereof shall be determined by a court of administrative agency, having jurisdiction thereof, to be contrary to law, such provision, interpretation or administration, shall be deemed invalid and shall be stricken therefrom to the extent required by such determination. All other provisions here of shall remain in full force and effect.

## **ARTICLE III**

### **Professional Dues**

During the term of this Agreement, the Board shall pay the full cost of the annual dues, to the appropriate state and national professional organization for each administrator covered by this Agreement.

## **ARTICLE IV**

### **Insurance Protection**

During the term of this Agreement, the Cliffside Park Board of Education shall provide the health care insurance protection designated below:

1.. For all administrators covered by this Agreement who remain in the employ of the Board for the full school year the Board shall make payment of full individual or full

family insurance premiums, as appropriate, in the Horizon Plan, for the full three (3) year period, commencing July 1, 2012 and ending June 30, 2015. Coverage provided by the Plan includes hospitalization, surgical, Rider J and Major Medical Benefits. All administrators will be assessed health benefit contributions as per state statutes and regulations.

2. For all administrators covered by this Agreement who remain in the employ of the Board for the full school year the Board shall provide, on a proportionate basis, such Dental Plan as provided by the Board under the Collective Bargaining Agreement with the Cliffside Park Education Association for the full three (3) year period commencing July 1, 2012 and ending June 30, 2015.

3. Prescription Coverage. The Board, shall in accordance with the rules of the Blue Cross Plan, contribute not more than \$40,000 toward the annual premium cost toward the Blue Cross plan for individual administrators and their dependents where applicable. Prescription Plan shall be the same as C.P.E.A.

4. Optical Coverage. The Board shall contribute, during the school years 2012-2013, 2013-2014, 2014-2015 not more than \$200.00 toward the annual premium cost for an Optical Plan for individual administrators.

**ARTICLE V**  
**Compensation for Unused Sick Leave**

Any person who was employed as an administrator prior to July 1, 2009 shall:

1. Any person with less than 5 years as an administrator and retires under the Teacher's Pension and Annuity Fund shall receive: Total accumulated sick days times \$75. (Maximum \$15,000)

2. Any person who has completed more than 5 years but less than 10 as an administrator and retires under the Teacher's Pension and Annuity Fund shall receive:

Total accumulated sick days x \$150. (Maximum \$30,000)

3. Any person who has served the district 10 years or more as an administrator and retires under the Teacher's Pension and Annuity Fund shall receive:

Total accumulated sick days x \$225. (Maximum \$50,000)

Any person who is employed as an administrator after July 1, 2009 shall:

1. Any person with more than 5 years as an administrator and retires under the Teacher's Pension and Annuity Fund shall receive:

Total accumulated sick days times \$150 (Maximum is \$15,000)

## **ARTICLE VI**

### **Vacations**

1. All administrators covered by this Agreement shall be entitled to a total of twenty-two (22) vacation days, subject to all conditions and procedures relating to administrators' vacations which may exist at the time of execution of this Agreement, including but not limited to, the condition that such vacation shall be taken during the months of June, July and August and upon such dates as shall have approved in advance by the Superintendent of Schools.

2. (a) New administrators (hired after July 1, 2012) shall receive fifteen (15) days vacation after one (1) full year as an administrator in the district. New administrators will continue to earn one (1) vacation day for every year of employment after two (2) full years of employment to a maximum of twenty (20) days.

(b) New administrators promoted from within the school system will be given ten (10) days vacation with pay if they begin employment before July 1, provided that said days shall be taken on or before August 31 of their initial employment. If said days are not taken before August 31, they shall be forfeited. New administrators hired as of July 1 will receive five (5) vacation days during July and/or August of current year, provided that said days shall be taken on or before August 31 of their initial employment. If said days are not taken before August 31, they shall be forfeited. Thereafter, all new administrators shall accrue vacation days as set forth in subparagraph (a), above.

## **ARTICLE VII**

### **Work Day/Work Year/Sick Day/PB Days**

1. All administrators covered by this Agreement shall be entitled to a total of 12 cumulative sick days per year.

2. All administrators covered by this Agreement shall be entitled to 4 personal business days per year.

3. All administrators shall be entitled to the same number of bereavement days as stated in the CPEA contract.

4. All administrators covered by this contract shall work a school day beginning at 8 a.m. and ending at 4 p.m. If there is a need by a student, parent or the community it is the responsibility of the administrator to remain until the need is resolved.

5. All administrators are expected to attend major nighttime events.

6. An administrator is prohibited from using a personal business day (PB) or emergency personal business day (EPB) before or after a holiday unless pre-approved by the Superintendent.

**ARTICLE VIII**

**Salaries and Longevity for Administrators hired prior to July 1, 2012.**

1. The salaries of current administrators covered by this Agreement shall be as follows: SEE APPENDIX A

Effective July 1, 2012 longevity for administrators shall be eliminated.

If an administrator hired before July 1, 2012 is transferred to the same position in a school with a higher grade configuration, i.e. elementary to middle school or elementary to high school or middle school to high, he or she shall continue to receive the following salary differentials:

Move from Middle School to High School	\$5,000 increase
Move from Elementary School to Middle School	\$5,000 increase
Move from Elementary School to High School	\$10,000 increase

An administrator hired after July 1, 2012 shall receive only the salaries set forth below and shall not receive the above salary differentials if he or she is transferred to the same position in a school with a higher grade configuration.

**Salaries for Administrators hired after July 1, 2012.**

New Administrators hired after July 1, 2012 will have a salary cap as outlined below for the duration of the 2012-2015 contact.

Position	Salary
Pre-K-6 Principals	<i>134000</i>
K-8 Principal	<i>139000</i>
K-8 Vice Principal	<i>125500</i>
HS Principal	<i>144000</i>
HS Vice Principal	<i>136500</i>

New administrators shall be placed on the above salary guide with his/her placement year determined by the Board upon the administrator's initial appointment based on the schedule set forth below. Thereafter, the administrator's annual salary shall progress to

the next year on the schedule set forth below until he or she reaches the maximum at year 6.

Administrators hired after July 1, 2012 will not be entitled to longevity.

Year* 1 – 77% of maximum salary paid for that position
Year* 2 – 81% of maximum salary paid for that position
Year* 3 – 86% of maximum salary paid for that position
Year* 4 – 91% of maximum salary paid for that position
Year* 5 – 95% of maximum salary paid for that position
Year* 6 - 100% of maximum salary paid for that position
*Year does not refer to years of service, but rather to each year of employment commencing on the administrator’s initial appointment.

2. The Board of Education expressly reserves the right to withhold, for inefficiencies or other good cause, all or part of a salary increase. All or part of a salary increase shall be based on a satisfactory evaluation and recommendation by the Superintendent of Schools.

**MERIT BONUS**

In the 2014-2015 school year, a performance based compensation plan shall be mutually developed and agreed upon by the parties to allow for up to an additional Seven Hundred Fifty Dollars (\$750), based on the administrator’s meritorious performance in the 2013-2014 school year. The additional merit bonus is intended to recognize and reward the administrator’s greater contributions to the educational process. The administrator could be awarded additional compensation up to an additional Seven Hundred Fifty Dollars (\$750) depending on whether the administrator’s performance meets or exceeds expectations, as identified through the performance based compensation plan. Said increase shall be paid subject to the recommendation of the Superintendent and approved by the Board. The Superintendent shall recommend any performance based increase following the administrator’s annual performance evaluation, which shall be completed, on or before May 15 for review and recommended action by the Board on or before June 30. Any performance based compensation awarded by the Board shall be retroactive to July 1. The Principals Evaluation Instrument will be used by the Superintendent in recommending the amount of Merit/Bonus Pay an administrator may receive. The procedure, guidelines and benchmarks will be mutually developed in the Fall of 2013 by the Board, Superintendent and Administrators.

## ARTICLE IX

### Grievance Procedures

#### A. Definitions. Basic Principles and Time Limits

1. A “grievance” is a claim by an administrator that there has been to him a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing administrators, or of this Agreement, except that the terms “grievance” shall not apply to (1) a complaint of a non-tenured administrator which arises by reason of his not being re-employed, or (2) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the administrator within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

2. An administrator or the Association may present, in appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.

3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

4. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with his superior and having the grievance adjusted without intervention of the Association.

5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a part in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

B. Grievance Procedures

1. Level One-Superintendent

If an administrator believes there is a basis for a grievance, he shall first discuss the alleged grievance with the Superintendent, either personally or accompanied by a representative of the Cliffside Park Administrators' Association. If, as a result of the informal discussion with the Superintendent, the grievance still exists, the administrator may invoke the formal grievance procedure and present his grievance, in writing, to the Superintendent within five (5) school days for the informal discussion. The Superintendent shall indicate the disposition of the grievance and shall inform the administrator of his decision within ten (10) school days from the date the administrator filed the formal grievance.

2. Level Two-Board of Education

If the administrator is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may request that the Board of Education review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the date said decision should have been rendered. The Board of Education shall review the grievance, conduct a hearing if requested by the administrator, and render a decision within twenty (20) school days.

3. Level Three – Arbitration

(a) If the administrator is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, he may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration with ten (10) school days after receipt of a request by the employee.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of any arbitrator and during the arbitration proceedings.



(c) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

(d) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable laws of New Jersey and of the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising with the State of New Jersey.

#### 4. Costs of Arbitration

(a) The Board and the Association shall each bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

#### C. Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of administrators, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of any established policy governing employees, or of this Agreement.

#### D. Emergency Procedure

Recognizing that emergencies may arise and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group of individuals or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedures may be expedited if the individual, group of individuals or the Association, as the case may be, states, in writing, the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited. The grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

**ARTICLE X**

**Convention Attendance**

Two (2) Administrators per year shall attend the annual national conventions. Schedule shall be established by the Superintendent of Schools.

**ARTICLE XI**

Except as may be otherwise provided by the terms of this Agreement, all benefits granted by the Board to the Administrators, and all terms and conditions of employment in existence upon the date of the execution of this Agreement, shall be maintained and continued during the term of this Agreement.

**ARTICLE XII**

**Duration of Agreement**

This Agreement shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2015.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their respective presidents, attested by their representative secretaries and their corporate seals to be placed hereon, all on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CLIFFSIDE PARK BOARD OF  
EDUCATION

CLIFFSIDE PARK ADMINISTRATORS'  
ASSOCIATION

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Chairperson

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Co-Chairperson

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CLIFFSIDE PARK BOARD OF  
EDUCATION

By: [Signature]  
Chairperson

By: [Signature]  
Secretary

CLIFFSIDE PARK ADMINISTRATORS'  
ASSOCIATION

By: [Signature]  
Chairperson

By: [Signature]  
Co-Chairperson