

Cumberland Regional Board of Education

And

Cumberland Regional Administrators' Association

For the period

2011-2014

Final: May 23, 2011

THIS AGREEMENT by and between the Board of Education of Cumberland Regional, Cumberland County, New Jersey, hereinafter called the "Board," and the Cumberland Regional Administrators' Association, hereinafter called the "Administrator Association" provides:

ARTICLE I - RECOGNITION

- 1.1 The Cumberland Regional Board of education hereby recognizes Cumberland Regional Administrators' Association as the majority and exclusive representative of all Principals, Assistant Principals, Supervisors, Athletic Director, other Directors and any new full time administrative positions created by the State Board of Education and implemented in the Cumberland Regional School System during the term of this contract.
- 1.2 The term "Full Time" is defined as a person who has signed a standard professional contract with the Board that recognizes the individual's proper status on the salary guide.
- 1.3 Unless otherwise indicated, the term "Administrator" used hereinafter, shall mean employees eligible for representation by the Association, and reference to male administrators shall include female administrators.

ARTICLE II-NEGOTIATION PROCEDURE

- 2.1 Any successor Agreement shall apply to all employees in the unit.
- 2.2 Any successor Agreement shall be reduced to writing and adopted and signed by the Administrators' Association and the Board.
- 2.3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.

ARTICLE III - EMPLOYEE BENEFITS

- 3.1 Employee's Health Care Insurance. All health care insurance benefits hereinafter mentioned shall provide coverage for each employee and the employee's eligible dependents from the time of employment or July 1, whichever is later, until June 30, of the following year, or the date of termination of employment, whichever is earlier, of each year of this contract.
 1. **Health Care Insurance.** The Board will provide health insurance coverage in the Aetna Health Benefits Plan, Patriot X, or its equivalent. Employees shall have the right to join an HMO during open enrollment and shall pay any amount above the monthly premium paid by the Board for coverage in the Aetna Health Benefits Plan or its equivalent.

Effective 7/1/11, new hires shall receive the Patriot X Plan with dependent coverage if needed. New hires receive single only prescription and dental coverage until the beginning of the fourth year of employment. Years of experience in other districts may be counted to dependent coverage eligibility on prescription and dental for new hires. Example: an Administrator hired after 7/1/11 who is granted two (2) years of experience shall be eligible for dependent prescription and dental at the beginning of his/her second year of employment within the district.

The Patriot X co-pays shall be as follows:

Primary care physician \$10 per visit
Specialist physician \$10 per visit
Outpatient Mental Health \$25 per visit for up to 20 visits per plan year
Emergency Room fee \$50

2. **Prescription Insurance Plan.** The Board shall provide for each employee a \$20 brand / \$15 generic on retail, with the same co-pay applicable one time (1x) on mail order prescriptions.
 3. **Dental Insurance Plan.** The Board shall provide dental health care insurance coverage described as Delta Dental Plan IA or its equivalent. This benefit will be provided only to those employees electing to participate in the dental health care insurance program.
- 3.1.1 Administrators eligible to receive cash in lieu of coverage for health insurance under the District's Section 125 plan at a rate not to exceed the state mandate.
 - 3.1.2 Employees currently enrolled in Patriot XV and who opt down to Patriot X effective July 1, 2011, and who are employed for the 2011-2012 school year, shall receive a one-time payment of thirty-five percent [35%] of the premium difference as non-pensionable salary on July 15, 2011.
 - 3.1.3 **Health Reimbursement Account:** The Board of Education shall contribute \$1,000 to an employee's Health Reimbursement Account each school year. The following provisions govern eligibility for and use of this benefit.
 1. Only contracted employees working more than twenty (20) hours a week are eligible.
 2. Only medical expenses as qualified by the Internal Revenue Service shall be eligible for reimbursement under the H.R.A.
 3. Only the employee, his/her spouse, and his/her children under 23 years of age, living at home in the regular parent/child relationship shall be covered under the H.R.A.
 4. Receipts may be submitted to the third party administrator of the program pursuant to the rules of the administrator.
 5. The full amount of the H.R.A. shall be available to the employee as of the first workday of the employee's work year.
 6. For an employee hired after July 1, during the first year of employment, the Board's contribution shall be pro-rated as follows:
 - » 1/12th of the yearly amount for each month employed
 7. The balance of unused H.R.A. funds shall carry-over to subsequent years in the employee's account.
 8. The Board of Education will pay the H.R.A. start-up fees, and the employee shall pay any monthly maintenance fees.

9. Upon retirement, resignation, or termination, the employee's H.R.A. will remain open for a period of twelve (12) months from the date of separation. Any remaining funds after that period shall be returned to the Board of Education.

3.2 Professional Development

- 3.2.1 The Board supports and will contribute to professional development activities by the administrative group.
- 3.2.2 The members of the twelve (12) month administrative group shall be permitted to attend a conference/convention every other school year. Reimbursement will be up to \$2,400 for up to 5 days. Other Professional Development opportunities balanced between Curriculum and Building Management will be approved by the Superintendent, with reimbursement for registration and mileage only.
- 3.2.3 Request for attendance must be submitted in writing and approved by the Superintendent and the Board of Education. Attendance will not be approved for more than two persons to any single conference/convention.
- 3.2.4 All expenses must be itemized. Expenses that have been finalized for air fare, hotel, ground transportation, etc. shall be paid in advance by the Board, whenever timelines permit. Daily meal reimbursement shall be a maximum of fifty dollars (\$50.00) with receipts required.
- 3.3.1 Twelve (12) month Administrators shall be entitled to four (4) weeks vacation. At least three (3) weeks must be taken during June after the teacher's last work day and during the months of July and August. Five (5) days may be taken during the ten (10) month school year. The Board prefers that vacation days during the school year be taken in a non-consecutive manner but this may be waived by the Superintendent if there is no interference with orderly school administration. Vacation days may not be accumulated. All vacation schedules must be approved by the Superintendent with two weeks written notice being preferred; however, this notice may be waived by the Superintendent.
- 3.3.2 During the first year of employment, all administrators are permitted to use earned vacation time on a pro-rated basis with the express written permission of the Superintendent. The amount of vacation time to be taken during the second year after June 30th shall be prorated according to the length of time the administrator was employed during the first year, e.g., an administrator who commences working in the district on January 1st shall be entitled to 6/12 of 4 weeks vacation or 10 working days vacation to be taken in the period commencing after the teachers' last work day in June and during the months of July and August.
- 3.3.3 Administrators may decline to use up to 5 vacation days per year, which will be credited as accrued, unused sick days on June 30th of the contract year.
- 3.3.3.1 Administrators may request in writing through the Superintendent of Schools in May of an academic year that the Board of Education reimburse them for up to five [5] vacation days at their then current per diem rate, calculated as 1/260th of their annual salary.
- The above provision expires June 30, 2014, and must be re-negotiated into any successor agreement.
- 3.3.4 Administrators are not required to work on the day before New Years Day (December 31st) and the day before Christmas (Christmas Eve - December 25th).

- 3.3.5 Administration is not required to work during Christmas Break. An Administrator will be compensated at the per diem rate (1/260th) for coverage of winter tournaments during Christmas Break. During Spring Recess, Administration will provide building coverage during each day school is open. When Spring Recess is 3 days or less and the building is closed, Administrators are not required to work. When Spring Recess is 4 days, Administrators will be required to work 1 day. When Spring Recess is 5 days, Administrators will be required to work 2 days.
- 3.3.6 Supervisors who work the ten [10] month teacher calendar from September to June will also work twenty [20] days in July and August scheduled by the Superintendent of Schools. Such supervisors shall be paid on a 12 month schedule.
- 3.4.1 The Board of Education agrees to pay the cost of professional dues to the National Association of Secondary School Principals and the New Jersey Association of Principals and Supervisors.
- 3.4.2 The Board will pay the fees for the mentoring of new administrators.
- 3.5 All members of the Administrators' Association who may be required to use their own automobiles in the performance of their professional duties shall be reimbursed for all approved mileage at the State of New Jersey rate per mile, commencing with the date of ratification of this contract.
- 3.6 The Board agrees to reimburse Administrators for graduate training at a recognized accredited college or university in an amount not to exceed \$1,200 for each three (3) credits and an annual amount of \$3,600 for nine (9) credits. All course work requires prior approval of the Superintendent. Only those courses directed to the improvement of administration will be approved. The Superintendent may approve courses outside the Administrator's field if the Superintendent feels that these courses will benefit the school system. An official transcript and a grade of "C" or higher must be presented to the Superintendent before payment, as listed above, is made. Carryover of credit from one year to another for the purpose of increased reimbursement shall not be permitted.
- 3.7 The Board shall reimburse administrators for the reasonable cost of any clothing and/or other personal property, not to exceed two hundred fifty dollars (\$250), not covered by the administrator's personal insurance, damaged or destroyed while the Administrator was acting in the discharge of the Administrator's duties within the scope of employment.
- 3.8 Upon retirement from education, if the employee has applied for retirement from active service under the regulations of the T.P.A.F., an administrator so employed at the time of retirement shall be paid for accrued sick time as follows:
- > with less than 12 years of service to the district: \$60 per day
 - > with more than 12 years of service to the district: \$75 per day
- The maximum payout to any one employee shall be \$15,000 paid pursuant to 3.8.2
- 3.8.1 If an administrator provides notice of a June 30th retirement no later than February 1st of the effective year, the daily rate for compensation for separation pay shall be ten dollars (\$10.00) per day higher than the rate enumerated in 3.8 above.

- 3.8.2 Payments under 3.8 or 3.8.1 above shall be made according to the following schedule:
- 3.8.2.1 Employees who retire by December 31st of a school year are eligible for payment of one-half (1/2) of their total for unused sick leave the following July 1st.
 - 3.8.2.2 Said employees shall receive the second one-half (1/2) payment on January 1st one (1) year following actual retirement.
 - 3.8.2.3 Employees who retire by June 30th of a school year are eligible for payment of one-half (1/2) of their total for unused sick leave the following January 1st.
 - 3.8.2.4 Said employees shall receive the second one-half (1/2) payment on July 1st one (1) year following actual retirement.
- 3.8.3 If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave according to the above schedule, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in 3.8.2.
- 3.8.4 Under this provision, any Board approved leave of absence shall not be considered an interruption of employment, however, it is understood that time spent on an approved leave of absence does not count as work time towards the accumulation of the twelve (12) required years of employment.
- 3.8.5 Former employees with twelve (12) years of continuous service not employed by the Cumberland Regional School District at the time of entitlement to other retirement benefits are not entitled to this benefit.

ARTICLE IV - EXTENDED AND TEMPORARY LEAVES OF ABSENCE

- 4.1 Personal days may be granted by the Superintendent. Request for personal leave must be submitted to the Superintendent forty-eight (48) hours in advance of the date of requested absence. Each administrator shall be eligible for two [2] personal days each work year that shall roll-over as sick leave if not utilized.
- 4.2 Family Critical Illness - Up to three days per school year will be granted in the event of medically verified terminal illness or critical illness which demands hospitalization of an employee's spouse, child or parent.
- 4.3 Bereavement Leave - In the event of the death of an employee's spouse, child, child-in-law, parent, parent-in-law, grandparent, grandchild or any resident member of the immediate household, such employee shall be eligible for paid bereavement leave for all workdays that may be required during the seven calendar day period commencing with the day after death. In the event of the death of an employee's brother, sister, brother or sister-in-law, such employee shall be eligible for paid bereavement leave for up to three workdays, as may be required. In the event of the death of an employee's uncle, aunt, nephew or niece, such employee shall be eligible for paid bereavement leave for one workday.
- 4.4 All Administrators shall be entitled to twelve days sick leave per year. Unused days of sick leave shall be accumulated from year to year with no maximum limit.

- 4.5 **Child Rearing Leave.** Administrative staff may be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of child rearing. The return from such leave shall be determined by the Board taking into consideration the interests and the needs of the district. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (N.J.8.A. 34:11B-1).
- 4.6 **Family Illness Leave.** Administrative staff may be granted, upon request, a leave of up to one (1) year, without pay or benefits for the purpose of family illness. The return from such leave shall be determined by the Board taking into consideration the interests and the needs of the district. Of that one (1) year leave, 12 weeks shall be subject to the provisions of the Family Leave Act (N.J.8.A. 34:11B-1).
- 4.7 **Other Leaves.** Other unpaid leaves of absence may be granted by the Board for good reason.

ARTICLE V - GRIEVANCE PROCEDURE

- 5.1 There are two types of grievances for the purpose of identification that shall be classified as Type A and Type B.
- 5.1.1 Type A grievance is a complaint by the Administrators' Association that this Agreement has been violated.
- 5.1.2 Type B grievance is a complaint by an Administrator that the Administrator, without just cause, has been unfairly treated by the interpretation or application of Board policy or any administrative decision affecting the employee.

5.2 Procedure

In order for any grievance to be considered under the following procedures, said grievance must be initiated by complying with Step 1 within ten (10) school days of the act which caused the grievance; unless, the grievant can demonstrate that the Administrator had no knowledge of the action that caused the grievance.

5.2.1 Step 1

Any Administrator who has a grievance shall discuss it first with the Administrator's immediate supervisor in an attempt to resolve it informally.

5.2.2 Step 2

If the aggrieved Administrator is not satisfied with the results of Step 1, within ten (10) school days after Step 1 above, the Administrator shall set forth the complaint in writing to his immediate Supervisor stating the date, time, place and nature of grievance and remediation sought. Within three (3) school days after receipt of the written complaint, the immediate Supervisor shall communicate a decision in writing to the Administrator.

5.2.3 Step 3

If the aggrieved Administrator does not accept the decision rendered in Step 2, within five (5) school days after receipt of the decision, the Administrator shall appeal the decision to the Superintendent. The appeal must be in writing, setting forth the data described in Step 2 and the aggrieved Administrator's reason for not

accepting the decision rendered in Step 2. Within five (5) school days after receipt of the appeal, the Superintendent shall communicate a decision in writing to the Administrator.

5.2.4 **Step 4**

If the aggrieved Administrator does not accept the decision rendered in Step 3, the Administrator may appeal it to the Board. Any appeal to the Board shall be sent within fifteen (15) school days after the Administrator's receipt of the decision rendered in Step 3 and shall be in writing, stating the data described in Step 2 and the reasons for not accepting the decision rendered in Step 3. Within thirty-five (35) calendar days after receipt of the written appeal, the Board shall hold a hearing to review the grievance. Within fifteen (15) school days after hearing the grievance, the Board shall communicate its decision in writing to the grievant.

5.2.5 **Step 5**

If the decision of the Board does not resolve the grievance to the satisfaction of the Administrator, the Administrator and the Administrators' Association may request a review by a third party. Such request must be made in writing to the Board of Education through the Superintendent's office within ten (10) school days of the Administrators' Association's receipt of the Board's decision. The following procedure will be used to secure the services of an arbitrator.

- 5.2.5.1 Within ten (10) school days after written notice of submission to arbitration, the Board and the Administrators' Association shall attempt to agree on a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 5.2.5.2 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster.
- 5.2.5.3 If the parties are unable to determine within ten (10) school days a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 5.2.5.4 The decision of the arbitrator shall be submitted to the Board and the Administrators' Association and shall be final and binding on the parties concerning Type A grievances. The decision of the Arbitrator concerning Type B grievances shall be advisory to the parties.

5.3 **Miscellaneous**

- 5.3.1 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- 5.3.2 Forms for filing grievances, serving notices, filing appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Administrators' Association and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure.

- 5.3.3 All meetings and hearings under this grievance procedure shall not be conducted in public and shall be attended only by the parties.

ARTICLE VI - DUTIES AND RESPONSIBILITIES

- 6.1 The duties and responsibilities of the Administrators, who are incorporated within the contract, shall be governed and directed by existing and future policies arrived at and approved by the Administration and Board of Education.

ARTICLE VII - COMPENSATION

- 7.1 Salary guides are attached hereto and made a part hereof as:

Schedule A - Principal
Schedule B - Director CST, Director Guidance, Assistant Principals
Schedule C - Supervisor of Athletics & Curriculum Supervisor [12 month]
Schedule D - Supervisor

- 7.2 If an administrator is assigned supervision of the Alternative School, as an addition to his regular duties and beyond his regular work day, shall receive an extra-service contract providing for additional compensation payable each month as follows:

Should another Administrator be required to substitute because of the absence of the Administrator assigned to the Alternative School, the substitute shall receive a per diem amount of one hundred twenty-five dollars [\$125] per night.

- 7.3 Whenever a person shall accept employment or position as a member of the Cumberland Regional School District, the initial salary shall be as agreed upon by the employee and the Cumberland Regional School District.

- 7.4 Increments are not automatic; they will be awarded for satisfactory performance. All increments will be by recommendation of the Superintendent and approval of the Board.

7.5 Summer Hours

- 7.5.1 Commencing on July first of each year covered by this contract, the work week will be four days (Monday through Thursday).
- 7.5.2 The administrators shall present a building coverage schedule to the Superintendent for approval prior to July 1st of the ensuing school year. Administrators will work 7:30 am to 4 pm, with one administrator working 8:30 am – 5:00 pm each day.

ARTICLE VIII - DURATION

- 8.1 This agreement shall be effective as of July 1, 2011 and shall continue in full force and effect until June 30, 2014.
- 8.2 The compensation and reimbursement increases in excess of the prior contract shall only inure to the benefit of those employees employed by the Board at the time of the ratification of this agreement. No former employee shall receive the benefit of any increase in

compensation provided herein. It is expressly understood, however, that any increase in any reimbursement provision for mileage, travel, meals, etc., shall be effective as of the time of the ratification of this agreement.

- 8.3 The parties mutually agree that they have determined to execute a three [3] year agreement for the 2011-2014 school years as a successor contract to the 2009- 2011 collective bargaining agreement.

The parties mutually agree that they shall commence bargaining, at an appropriate time, for a successor agreement to the aforementioned 2011-2014 collective bargaining agreement.

The parties further mutually agree that should negotiations for a successor agreement to the 2011-2014 contract not be completed prior to June 30, 2014, unit members shall not be moved up on their respective salary guide for the 2014-2015 school year. Unit members shall have their salary "frozen" at the 2013-2014 level until negotiations for a new collective bargaining agreement are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective President and Chairperson.

CUMBERLAND REGIONAL BOARD OF EDUCATION

President

Board Secretary

Date

Date

CUMBERLAND REGIONAL ADMINISTRATORS' ASSOCIATION

President

Chairperson, Negotiations Committee

Date

Date

Schedule A**Principal**

Step	2011-2012	2012-2013	2013-2014
1	\$ 121,260	\$ 121,260	\$ 121,260
2	\$ 122,260	\$ 122,260	\$ 122,260
3	\$ 123,510	\$ 123,510	\$ 123,510
4	\$ 125,260	\$ 125,260	\$ 125,260
5	\$ 127,260	\$ 127,260	\$ 127,260
6	\$ 128,840	\$ 128,840	\$ 128,840
7	\$ 130,420	\$ 130,420	\$ 130,420
8	\$ 132,000	\$ 132,000	\$ 132,000

Schedule B**Director CST & Guidance, Asst Principal**

Step	2011-2012	2012-2013	2013-2014
1	\$ 97,855	\$ 97,855	\$ 97,855
2	\$ 99,855	\$ 99,855	\$ 99,855
3	\$ 101,855	\$ 101,855	\$ 101,855
4	\$ 103,855	\$ 103,855	\$ 103,855
5	\$ 105,855	\$ 105,855	\$ 105,855
6	\$ 108,855	\$ 108,855	\$ 108,855
7	\$ 111,855	\$ 111,855	\$ 111,855
8	\$ 115,855	\$ 115,855	\$ 115,855
9	\$ 118,855	\$ 118,855	\$ 118,855
10	\$ 121,855	\$ 121,855	\$ 121,855
11	\$ 124,855	\$ 124,855	\$ 124,855

Schedule C**Supervisor of Athletics
Curriculum Supervisor**

Step	2011-2012	2012-2013	2013-2014
1	\$ 98,435	\$ 98,435	\$ 98,435
2	\$ 99,435	\$ 99,435	\$ 99,435
3	\$ 100,435	\$ 100,435	\$ 100,435
4	\$ 101,935	\$ 101,935	\$ 101,935
5	\$ 104,435	\$ 104,435	\$ 104,435
6	\$ 107,435	\$ 107,435	\$ 107,435
7	\$ 110,435	\$ 110,435	\$ 110,435
8	\$ 113,435	\$ 113,435	\$ 113,435

Schedule D**Supervisor**

Step	2011-2012	2012-2013	2013-2014
1	\$ 82,482	\$ 82,482	\$ 82,482
2	\$ 83,482	\$ 83,482	\$ 83,482
3	\$ 84,482	\$ 84,482	\$ 84,482
4	\$ 85,982	\$ 85,982	\$ 85,982
5	\$ 87,482	\$ 87,482	\$ 87,482