

Agreement between

Somers Point Board of Education

and

Somers Point Administrators Association

for the period

July 1, 2010 through June 30, 2013

Article I - RECOGNITION

The Board hereby recognizes the Somers Point Administrators Association as the majority representative for collective negotiations for all professional staff members employed by the Board who hold one of the following positions:

Principal
Vice-Principal
Supervisor
Director

Unless otherwise indicated, the term "Administrator, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiations unit as above defined.

The administrators listed shall be employed on a twelve month basis for the term of this contract only. Contracts will be effective from July 1 through June 30.

Each school year, according to law, each administrator shall receive a contract specifying the salary and fringe benefits that he will be receiving during the next school year.

Article II - SICK LEAVE

- A. All administrators shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Each administrator shall be notified in writing of the total amount of unused sick leave days credited to him by September 30 of each year.

Article III - OTHER LEAVES OF ABSENCE

- A. Administrators shall be granted four (4) Personal Leave of Absence days with full pay each school year. Unused Personal Leave of Absence days shall be cumulative as sick days. The applicant must receive the Superintendent of Schools' approval in advance except for emergencies. No personal leave days may be taken on the day immediately preceding or following a holiday or vacation without prior consent of the Superintendent of Schools.
- B. Up to five (5) additional days per year may be granted at any one time in the event of death or serious illness of an Administrator's spouse, child or parent. Three (3) additional days per

year shall be granted in the event of death or serious illness of an Administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate family.

- C. Administrators shall be granted one (1) day per year in the event of the death of a close friend.
- D. Four (4) weeks vacation will be granted to those administrators who are employed on a twelve (12) month basis. Vacations will be granted on a staggered basis with prior approval necessary by the Superintendent and the Board if a vacation of an administrator extends beyond the start of the school year.
- E. Seven vacation days may be carried over to the next school year with approval of the Superintendent.

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay up to two (2) consecutive years may be granted to any administrator who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange or overseas administrator, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- B. Good Cause - other leaves of absence without pay may be granted by the Board for good reasons.
- C. Illness in Family - A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Board. A medical doctor's certificate will be required.

Article IV - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A "grievance" is a claim by an Administrator or the Association based upon the interpretation, application or violation of this Agreement.
2. Aggrieved Person: An "aggrieved person" is the person making the claim.
3. Party in Interest: A "party in interest" is the person making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Administrators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. RIGHT OF ADMINISTRATORS TO REPRESENTATION

1. Administrator and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a person of his choice.

E. MISCELLANEOUS PROCEDURES

1. Written Decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the Superintendent of Schools, and to all parties in interest.
2. Level One - Superintendent of Schools: Within five (5) school days of the school occurrence, the aggrieved person must submit his grievance to the Superintendent of Schools.
3. Level Two - Board of Education: If the aggrieved person is not satisfied with the disposition of his grievance at Step 1 (above), he may submit within five (5) school days the grievance for consideration by the Board of Education or the appropriate committee in writing specifying:
 - a. the nature of the grievance and the injury loss;
 - b. the results of previous discussions; and,
 - c. a statement of the relief sought
4. Level Three - Arbitration (Non-binding/Advisory)
 - a. If the aggrieved person is not satisfied with the disposition of his grievance,

or if no decision has been rendered within fifteen (15) days after the grievance was delivered to the Board or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, he/she may 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 non-binding/advisory arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days thereafter, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
- c. The arbitrator so selected shall confer with the representatives of the board and the aggrieved person and hold hearings as necessary and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The report of the arbitrator shall be submitted to the Board and the Association for final consideration.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

Article V - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Administrators pursuing graduate studies will be reimbursed up to nine graduate credits per year at the Rutgers rate.
 - 1. Such course carries graduate credits and is related to the duties performed by the administrator. The determination of whether a course meets this standard shall be made by the Superintendent of Schools before the start of study.
 - 2. The administrator receives a grade of not less than "B" for the course.
- B. The administrator shall apply in writing for reimbursement on a form provided by the Superintendent of Schools' office and shall support such application by suitable evidence of successful completion of the courses and the amounts of tuition paid.

Article VI - MEDICAL INSURANCE

A. The Board shall pay the full cost of the hospital plan providing hospital, medical surgical costs and major medical benefits under the New Jersey State Health Benefits Plan Program or equal. Beginning with the 2011-2012 year any employee who chooses the Traditional plan will pay the difference in premium costs between the Traditional plan and Direct Access plan. Any state statutes regarding health benefits copay will apply.

B. The Board agrees to pay the cost of full coverage of the Pharmaceutical Program. Said plan shall have a \$3.00 generic; \$10.00 patent drug, and \$15.00 90-day mail order co-pay.

C.. The Board shall pay for full family coverage of a dental plan under Dental Benefit Management, Inc., or a similar plan mutually agreed to by both parties. During the contract years 2010 through 2013, employees will contribute through payroll deductions \$300.00 for Dental coverage. Employees willing to drop Dental coverage will not have to contribute.

D. The Superintendent shall permit disability insurance plan representatives to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverage's at faculty meetings on a district or building level at the request of the Association.

Requests for such meeting shall be made no more than once a year. It is agreed that the disability insurance plan representatives shall be permitted a minimum of twenty (20) minutes for the meeting.

E. Any married staff member who has health insurance coverage provided by his or her spouse may, upon presentation of proof of such coverage, request that the insurance coverage otherwise required by this agreement shall be canceled. All employees who opt out of the Health Insurance Provision beginning 2011-2012 will be reimbursed at the percentage for Direct Access rates as established by the year 2010-2011. The 2010-2011 Direct Access rate for opt out reimbursement will remain in effect through June 30, 2013.

Article VII - EXPENSES

A. All expenses incurred on out-of-district assignments for administrators that are directed by the Superintendent of Schools, shall be paid by the Board.

B. A sum of a minimum of \$3,000 (individual) not to exceed \$15,000 per year shall be allotted the group of administrators to pay professional workshops and seminars. Group or individual requests must receive prior approval of the Superintendent of Schools.

C. Each administrator will receive reimbursement for membership to belong to the Principal and Supervisors Association. It is agreed that negotiation services will not be used by such association. Reimbursement is as follows:

<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>
\$800.00	\$800.00	\$800.00

Article VIII - VEHICLE EXPENSE

A. Approved mileage reimbursement will be paid at the most current IRS rate.

Article IX - SALARY

Each Administrator will receive the following salary raises:

<u>2010/2011SY</u>	<u>2011/2012SY</u>	<u>2012/2013SY</u>
*\$2,952.00	\$2,776.00	\$2,859.00

***Two Administrators who did not have a settled contract as of 7/1/2010**

The following stipends will be given to the Title I Coordinator:

<u>2010-2011SY</u>	<u>2011/2012SY</u>	<u>2012/2013SY</u>
\$7,500.00	\$8,500.00	\$9,500.00

Article X - SICK LEAVE PAY AT THE TIME OF RETIREMENT

Upon retirement from the Somers Point School District, the Board of Education agrees to pay the retiring Administrator a sum equal to 60% of unused accumulated sick leave (a minimum of 25 days), said amount will be based on 1/240 not to exceed a total of \$25,000.00. A retired administrator shall be defined as one who is fifty-five (55) years of age or older and who has served fifteen (15) years or more in the Somers Point School District. Up to four (4) years credit for military service, Peace Corps/Vista Service may be applied to establish twenty years in the district. Credit will not be given, however, for sick days during said four (4) years. Written notice must be given twelve (12) months before expected retirement date. In the event of the employee's death,

after age fifty-five (55) and fifteen (15) years continuous service in the Somers Point School District, beneficiaries of the deceased employee will receive the financial sick leave benefits. In cases where twelve (12) months' notice cannot be given, and the employee requests a waiver, the Board of Education will evaluate the request and make a determination.

Article XI - LONGEVITY

Article XII - MISCELLANEOUS PROVISIONS

- A. If any provision of this contract or an application of this contract to any administrator or group of administrators is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the term of this contract.
- B. Any individual contract between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling.
- C. Copies of this agreement shall be printed and collated at Board expense within thirty (30) days after the agreement is signed and shall be presented to each administrator now employed or hereafter employed.

Article XIV - DURATION OF AGREEMENT

- A. This agreement shall be in effect from July 1, 2010 through June 30, 2013.
- B. This Agreement shall not be amended nor modified in whole or in part by the parties hereto except by written agreement ratified and adopted in the same manner as the original Agreement.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

FOR THE ASSOCIATION

James M. Dyer
President

Wesley Lee
Secretary

June 16, 2011
Date

FOR THE BOARD

Joseph P. Tolme
President

Donna Bell
Secretary

06/16/2011
Date