

AGREEMENT

BETWEEN

**CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT and
CAPE MAY COUNTY TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION**

JULY 1, 2020

THROUGH

JUNE 30, 2023

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PREAMBLE

This agreement entered into by and between the Cape May County Special Services Administrator's Association, hereinafter called the "Association", and Board of Education of the Cape May County Schools for Special Services, hereinafter called the "Board", to be effective as of July 1, 2020, and to continue in effect until June 30, 2023, and shall continue in full force and effect from year to year thereafter.

ARTICLE I
RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Cape May County Special Services School District Board of Education hereby recognizes the Cape May County Special Services Administrators' Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative personnel in the district whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board, but not including the Superintendent of Schools and the Board Secretary/Business Administrator.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. In preparation for and during negotiations, the Board and the Association shall exchange relevant data as requested by the other party.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay and/or benefits.

ARTICLE III
GRIEVANCE PROCEDURE

- A. Definitions
A “grievance” shall mean a complaint by an employee or group of employees of the Special Services School System based on the application, interpretation, or alleged violation of the negotiated agreement, Board policies, or administrative decision affecting terms and conditions of employment, except that the term “grievance” shall not apply to:
 - 1. any matter for which a method of review is prescribed by law; or
 - 2. any rule or regulation of the State Commissioner of Education; or
 - 3. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- B. Purpose
 - 1. The purpose of the grievance procedure is to resolve at the lowest possible level differences concerning the rights of both parties regarding terms and conditions of employment.
 - 2. The intent is also to secure uniform and appropriate method of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such disputes and the final outcomes of this procedure will become the official interpretation and understanding between the Board and the Association.
 - 3. Failure to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time

limits specified herein will be deemed to be acceptance of the disposition at the preceding level.³⁴

C. Procedure

1. A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not presented in writing within twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.
4. An employee shall first discuss his/her grievance orally with his/her immediate superior. In the case of principal, the term "immediate superior" shall be the Superintendent.
5. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 4 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:
 - a. the act or omission complained of;
 - b. the specific article of the contract or policy alleged to be violated; and
 - c. the remedy sought.
6. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
7. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination.
8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 6 and 7, or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him/her, may appeal to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - a. the writing set forth in Paragraphs 5 and 7; and
 - b. a copy of said materials shall be furnished to the Superintendent.
10. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
11. The Board shall make a determination within forty-five (45) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
12. If the aggrieved person is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within the forty-five (45) school days after the grievance was delivered to the Board of Education, a grievance which is based solely upon a claimed violation, misinterpretation or misapplication of the express written terms of this

Agreement may be submitted to arbitration. In all other grievances, the disposition of the grievance by the Board will be final.

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 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 an arbitrator.

Note: The district Organizational Chart is attached as Appendix A to show the flow of grievances for the various components of the Association. This chart is neither bargainable nor arbitrable. A Grievance Form is attached as Appendix B for informational purposes only.

ARTICLE IV

INSURANCE PROGRAMS

A. New Jersey School Employees Health Benefit Plan

1. Health benefits are provided by the New Jersey School Employees Health Benefit Plan. Effective 7/1/17, all eligible employees will be enrolled in the NJ Direct 15 health insurance plan. During the open enrollment period, an employee, may select a different plan, but if the selected plan is more expensive than NJ Direct 15, he/she shall pay the difference in costs through payroll deductions. A list of providers is available on the NJ state website. Premiums are paid by the Board of Education pursuant to Chapter 78. Upon the sunset of Chapter 78 employees will continue to contribute at Phase 4.
2. In the event that the Board withdraws from the New Jersey School Employees Health Benefit Plan, single coverage only shall be provided by the Board of Education for the first two full years of employment.

B. New Jersey Dental Service Plan

The Board shall continue to provide the Delta Premier/Delta Preferred Enhanced POS Program for the employee and dependents, designated as: one party, two party, or three party. The Board agrees to pay for the total yearly premiums for the aforementioned plans.

1. All present and future employees will become eligible for dental benefits on the first day of the month following two (2) full months of continuous full-time employment with a minimum of twenty-eight (28) hours per week.
2. Orthodontic benefits shall be provided under the "Ortho I Rider/Third Party Coverage".
3. Single coverage only shall be provided by the Board of Education for the first two full years of employment.

C. Prescription Plan

The prescription plan as administered by New Jersey School Employee Health Benefit Plan will continue to be in effect for the life of the contract with the following provisions:

1. The co-pay for prescriptions will be as established by the plan administrator.
2. The single employee, family, or parent and child plan will be in effect.
3. Single coverage only shall be provided by the Board of Education for the first two (2) full years of employment.

D. Disability Insurance

The Board of Education shall provide each member of the Administrators' Association an amount not to exceed \$500.00 per year for a Board of Education approved income protection plan. The Board shall contribute to the premium costs of the disability insurance for part-time employees an amount equal to the employee's percentage of employment. The base number to be used in the calculation shall be the amount indicated in this sub-section.

E. The Board of Education at its option may change carriers providing health insurance, providing there has been a ninety (90) day notification to the Staff Association prior to a change in carrier or method of administration. This notification will include specifications of benefit levels which shall be equal to or better than the New Jersey School Employees Health Benefit.

F. The Board guarantees that the health insurance program delivered by any new carrier shall be equal to or better than the plan provided to unit members by the New Jersey School Employees Health Benefit Plan. The standard of reference for determining delivery of "equal or better" program shall be the New Jersey School Employees Health Benefit Plan.

G. Beginning July 1, 2005, the number of hours required to work in order to receive benefits will increase to twenty-eight (28) hours. All current contracted employees will be grandfathered.

H. The partner of an employee in a Domestic Partnership/Civil Union as defined under New Jersey law is eligible for any or all benefits. Proof of partnership must be provided to establish eligibility.

I. All employees shall continue to contribute towards the cost of health insurance consistent with the amounts set forth in Tier 4 of P.L. 2011, Chapter 78

ARTICLE V

VACATION POLICY

Administrators employed prior to June 30, 1988, shall be entitled to twenty-two (22) days vacation per year. All vacation time is to be taken in agreement with the employee's immediate supervisor and the Superintendent of schools. Those administrators hired after July 1, 1988, will be entitled to a vacation period according to the number of years of experience in administration within the district:

- 1 - 2 years experience - 15 days (to be accrued at the rate of 1.25 days/month)
- 3 - 5 years experience - 20 days (to be accrued at the rate of 1.66 days/month)
- 5+ years experience - 22 days (to be accrued at the rate of 1.83 days/month)

Administrators are encouraged to use their vacation time. Annual leave that is not used by the end of the school year may be reimbursed with the approval of the Superintendent and the Board of Education at the end of the school year on a per diem basis not to exceed three (3) days.

Any administrator employed as of the date of this Agreement who does not utilize his/her full vacation time in any one (1) year may bank no more than eight (8) days towards the next year's vacation time, and add these eight (8) days to the number he/she is entitled to for that particular year.

Any administrator employed after the date of this Agreement who does not receive his/her full vacation time in any one (1) year may bank no more than eight (8) days towards the next year's vacation time, and add these eight (8) days to the number he/she is entitled to for that particular year; however, he/she shall not be entitled to any reimbursement for any unused vacation time.

At the time of separation, all unused vacation days will be payable to the administrator (or his/her estate) at the rate those days were earned.

A letter of intention to retire must be submitted by December 31st in order to receive accumulated vacation day benefits at the end of the retirement year. If notice is not given by that date, the accumulated vacation day benefits will be paid at the end of the following year. An exception would be made for a life changing event such as a disability or disability of a spouse, in which case half of the benefits would be paid in the current year and the remainder the following year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

Administrators shall be granted twelve (12) accruable sick days per fiscal year commencing July 1st and concluding June 30th. Any unused sick leave shall be cumulative from year to year, and each association member shall receive an annual accounting of days accrued.

Arrangements of additional unpaid leave in cases of emergency may be made at the discretion of the Board.

Administrators shall be reimbursed for unused sick leave upon retirement, after fifteen (15) years service to the district, or eight (8) years as an administrator in the district, at a rate not to exceed \$250.00 per day with a \$15,000 cap.

A letter of intention to retire must be submitted by December 31st in order to receive accumulated sick day benefits at the end of the retirement year. If notice is not given by that date, the accumulated sick day benefits will be paid at the end of the following year. An exception would be made for a life changing event such as a disability or disability of a spouse, in which case half of the benefits would be paid in the current year and the remainder the following year.

B. Personal Leave

Administrators shall be granted four (4) personal days. Unused personal days remaining at the conclusion of the school year shall be converted to sick days.

C. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the administrator's employment with the school system. When appearance before a judicial or administrative body is not part of the job function, an employee shall be granted time off with pay when summoned as a witness in a proceeding to which he or she is not a named party.

D. Funeral Leave

Absence due to a death in the employee's immediate family or household shall be allowed with pay up to five (5) days per occurrence. The term "immediate family" shall include spouse, domestic partner, civil union partner, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, grandparent, grandchild, any person for whom the employee is legal guardian, and any other member of the immediate household who is legally related. Domestic partner/civil union partner is equivalent to spouse in all family relationships. Employees shall be granted up to two (2) days in the event of a death of an aunt, uncle, niece or nephew. An employee may request, via the Superintendent (or designee), one (1) day of leave per year including extended

school year regardless of 10 or 12 month employment, for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

E. Critical Leave

Up to five (5) days at any one time in the event of critical illness of the administrator's spouse/domestic partner, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of the administrator's immediate household. "Domestic Partner" is equivalent to "Spouse" in all family relationships. Critical illness is defined as "pertaining to a crisis in an acute illness leading to deterioration." Hospital placement on a critical list will be considered a critical illness.

ARTICLE VII
EXTENDED LEAVES OF ABSENCE

A. Medical Disability Leave

Due to a medical disability which is substantiated by a certificate from a medical doctor, the administrator may be granted an extended leave of absence without pay; however, the Board shall have the right to have the administrator examined by a physician of the Board's choosing, at the Board's expense, to ascertain whether the administrator is medically disabled. Following any difference of medical opinion between the Board's physician and the administrator's physician, the Board may request expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his/her job, which opinion shall also be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the administrator and Board. During the period of the administrator's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon exhaustion of all paid sick leave, medical benefits, as defined in Article XI herein shall be terminated. However, the administrator may elect to retain said benefits by reimbursing the Board of Education on a monthly basis provided such reimbursement is allowable under the Master Policy.

Administrator reimbursement shall commence on the first day of the month following the exhaustion of said paid sick leave benefits, to a maximum of one (1) year, so as to continue group rate premiums. If the administrator does not elect to retain said benefits, those medical benefits shall expire according to the Master Policy(s) then in effect.

1. The Board retains the right to place an administrator on medical disability leave for any one of the following reasons:
 - a. Whenever the administrator's physical condition adversely affects his/her ability to continue to function effectively in his/her job.
 - b. The physical condition or capacity is such that the administrator's health would be impaired if permitted to continue in his/her job, and if:
 - 1) the administrator fails to produce a certificate from a medical doctor stating that he/she is medically able to continue in his/her job; or
 - 2) the Board of Education's physician certifies that said administrator cannot continue in

his/her job; or

- 3) following any difference of medical opinion between the Board physician and the administrator's physician, the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his/her job, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the administrator and the Board.
2. When the seeking of an extended leave of absence for medical disability can be anticipated, and administrator shall file a written request for such leave with the Superintendent within thirty (30) days from the time the administrator knew of the necessity of taking the medical leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain with reason). Written request shall indicate the anticipated plans of the administrator upon termination of the medical disability leave as to his/her returning to work, resigning, retiring, or applying for another type of leave.
3. The Board need not grant nor extend the leave of absence of any administrator beyond the end of the contract school year in which the leave is obtained. An administrator returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
4. The date of requested return from medical disability leave may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the school.
5. An administrator may make application to the Board for a child rearing leave of absence for a period of up to one (1) year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break time which the Board deems in keeping with the educational needs of the system, and may preclude the one (1) year time period cited above. Said child rearing leave shall be without pay. The School Business Administrator/Board Secretary shall, upon request, provide the administrator with the necessary information in order that the administrator can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

B. Family Sick Leave

A leave of absence of up to one (1) year without pay may, at the Board's discretion, be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leaves may be granted at the discretion of the Board. Other leaves of absence without pay may be granted by the Board at its sole discretion.

ARTICLE VIII
ADMINISTRATORS' RIGHTS AND BENEFITS

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment previously enjoyed shall continue to be so applicable during the terms of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be

interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator's benefits existing prior to its effective date.

- B. Administrators will be evaluated in accordance with the NJ Department of Education regulations as per Achieve NJ.
- C. All other administrators shall be evaluated by their immediate superior in accordance with the procedure outlined above. An appropriate evaluation form and procedure shall be designed jointly by the Association and the Superintendent of Schools.
- D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file in the presence of the Superintendent or his/her designee. Each shall be permitted an opportunity to place written communications in such file in response to material placed in the file.
- E. Prior notice to appear before the Board of any committee or member including the Superintendent of Schools concerning any matter which could adversely affect the continuation of that administrator in his/her office, position or employment of the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.
- F. An administrator shall be entitled to representative of the Association to advise him/her and represent him/her at any meeting or interview with the Superintendent, Board, or Committee of Board members thereof which might adversely affect his/her employment status.
- G. Administrators shall be notified in writing of their contracts and salary status for the ensuing year no later than April 30.

ARTICLE IX **DEDUCTION OF DUES**

Pursuant to the provision of Chapter 310 of the Laws of 1967 (R.S. 52:14-15.9e) as amended by Chapter 233 of the Laws of 1969, whenever an employee shall indicate in writing to the Board his/her desire to have deductions made from his/her compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted as requested by such employees and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

ARTICLE X **LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE XI **SALARY**

- A. Professional Conferences
Administrators will be permitted to attend professional conferences with the approval of the Superintendent. Travel, room, and meals for the conferences will be paid by the Board of Education as per the OMB circular. A sum total of \$5,000 for the administrators within this unit

will be allotted, with a maximum \$1,800 per conference. Additionally, the Board will reimburse mentoring fees not to exceed \$3,000 over the two (2) year mentoring period. The \$3,000 will be paid from the money allocated for professional conferences.

B. Dues

The Board of Education shall pay administrators for administrators' membership in appropriate county, state, and national professional associations in an amount not to exceed \$950.00. Requests for memberships must be submitted to and approved by the Superintendent.

C. Salary

Administrators' salaries will increase 2.95% for year 1, 2, and 3 of the contract. A onetime comparative equalization adjustment will be distributed as follows: Annamarie Haas - \$4,000; Jonathan Price - \$2,500; Nicholas Bailey - \$2,500.

After the 14th year of experience in the district in any capacity, senior management will receive longevity of \$1,600 and after the 18th year of experience an additional \$300 for a total of \$1,900. Effective July 1, 2014, new hires shall not be eligible for longevity.

<u>2020 - 2021</u>	<u>Base Salary</u>	<u>2.95% Increase</u>	<u>Total Base</u>	<u>Comp. Equal. Adj.</u>	<u>Total Salary</u>
Bailey, Nicholas	\$ 94,200.00	\$ 2,778.90	\$ 96,978.90	\$ 2,500.00	\$ 99,478.90
Choma, Christy	\$ N/A	\$ N/A	\$ 88,000.00	\$ N/A	\$ 88,000.00
Haas, Annamarie	\$116,102.00	\$ 3,425.01	\$119,527.01	\$ 4,000.00	\$123,527.01
Price, Jonathan	\$ 97,427.00	\$ 2,874.10	\$100,301.10	\$ 2,500.00	\$102,801.10
<u>2021 - 2022</u>	<u>Base Salary</u>	<u>2.95% Increase</u>	<u>Total Base</u>	<u>Longevity</u>	<u>Total Salary</u>
Bailey, Nicholas	\$ 99,478.90	\$ 2,934.63	\$102,413.53	\$ N/A	\$102,413.53
Choma, Christy	\$ 88,000.00	\$ 2,596.00	\$ 90,596.00	\$ N/A	\$ 90,596.00
Haas, Annamarie	\$123,527.01	\$ 3,644.05	\$127,171.06	\$ 0.00	\$127,171.06
Price, Jonathan	\$102,801.10	\$ 3,032.63	\$105,833.73	\$ 0.00	\$105,833.73
<u>2022 - 2023</u>	<u>Base Salary</u>	<u>2.95% Increase</u>	<u>Total Base</u>	<u>Longevity</u>	<u>Total Salary</u>
Bailey, Nicholas	\$102,413.53	\$ 3,021.20	\$105,434.73	\$ N/A	\$105,434.73
Choma, Christy	\$ 90,596.00	\$ 2,672.58	\$ 93,268.58	\$ N/A	\$ 93,268.58
Haas, Annamarie	\$127,171.06	\$ 3,751.55	\$130,922.60	\$ 0.00	\$130,922.60
Price, Jonathan	\$105,833.73	\$ 3,122.10	\$108,955.82	\$ 0.00	\$108,955.82

D. Tuition Reimbursement

The Board of Education shall fund a pool for tuition reimbursement in the amount of \$6,000 each year during the period from July 1st to June 30th of each fiscal year during the term of this Agreement. Administrators shall be reimbursed on a first come, first served basis until the fund is depleted. All courses need approval of the Superintendent prior to enrolling in the course.

E. Accumulated Sick Leave

Administrators shall be reimbursed for unused sick leave upon retirement or leaving the district, after fifteen (15) years service to the district, or eight (8) years as an administrator in the district, at a rate not to exceed \$150.00 per day with a \$15,000 cap.

F. Mileage Reimbursement

The Board of Education will reimburse administrators for using their automobiles while conducting school business as per the OMB circular. Tolls will also be reimbursed when a receipt

is submitted. Prior approval from the Superintendent is necessary for authorization to use private vehicles for school business.

G. Death Benefits

If the administrator dies before the employment contract year is completed, payment for his/her unused and accumulated vacation shall be made to his/her estate as permitted by law as deferred compensation. Accumulated sick days are not payable to an estate.

H. Hiring Guide

The parties agree to the following Hiring Guide for prospective members:

	<u>Minimum</u>	<u>Maximum</u>
Administrative Salary Range	\$85,000	\$135,000

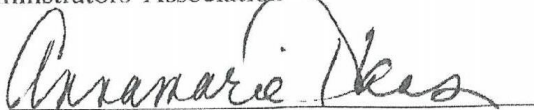
ARTICLE XII
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2020, and continue in effect until June 30, 2023.

Except as provided within this Agreement to the contrary, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable until a new Agreement is ratified by all parties.

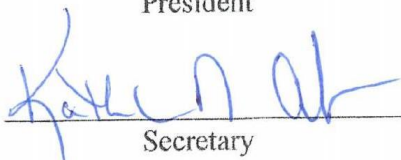
In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers this 26th day of May 2020.

Cape May County Special Services
Administrators' Association

By: 
President

Cape May County Special Services
Board of Education

By: 
President

By: 
Secretary