

AGREEMENT
between the
CAPE MAY COUNTY SPECIAL SERVICES BOARD OF EDUCATION
and the
CAPE MAY COUNTY SPECIAL SERVICES
PROGRAM MANAGERS' ASSOCIATION

July 1, 2005 — June 30, 2008

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PREAMBLE

This agreement entered into by and between the Cape May County Special Services Program Manager'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, 2005, and to continue in effect until June 30, 2008, and shall continue in full force and effect from year to year thereafter.

(References to males shall also include females)

(i)

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 Program Managers' Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all Program Managers in the district whether under contract, on leave, on a per diem basis, employed or to be employed by the Board. Currently the Program Managers' Association represents individuals with the following titles:

- Special Projects Officer
- Technology Specialist

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 shall suffer no loss of pay and/or benefits.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee.

The term "employee" shall mean any member of the bargaining unit as defined in Article I of this Agreement.

The term "representative" shall include the Cape May County Special Services Program Managers' Association or any person designated by the Association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in the school district.

(See Appendix A)

The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

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.

- C.
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 own appeal or to designate a representative to appear with him at any step in his appeal.
 4. An employee shall first discuss his grievance orally with his 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 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 representative, if there be one, of his 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 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, 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 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 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.

ARTICLE IV

INSURANCE PROGRAMS

The Board of Education shall provide for the members of the Cape May County Special Services Program Managers' Association, all health-care and other insurance coverage provided for teachers at no cost to the members of the Association. This coverage shall continue in effect until this Agreement is replaced by a successor Agreement mutually agreed to by the Board and the Association.

The Board of Education shall provide each member of the Program Managers' Association current providers approved by the Board of Education, or an equivalent income protection plan to be selected by the Program Manager at a cost not to exceed \$400.00 per year.

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ARTICLE V

VACATION POLICY

Program Managers employed prior to June 30, 1992 shall be entitled to twenty-two (22) days vacation per year. Those Program Managers hired after July 1, 1992 will be entitled to a vacation period according to the number of years as a member of this Association.

after 1 year experience - 15 days
after 4 years experience - 20 days
after 10 years experience - 22 days

Program Managers 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 at the rate earned not to exceed five days.

Any Program Manager who does not receive his/her full vacation time in any one year may bank no more than five days towards the next year's vacation time, and add these five days to the number he/she is entitled to for that particular year.

ARTICLE VI

SICK LEAVE/PERSONAL LEAVE

Program Managers shall be granted twelve (12) accruable sick days per fiscal year commencing July 1 and concluding June 30. 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.

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

ARTICLE VII

LEAVES OF ABSENCE

Program Managers shall receive no less beneficial programs than those received by employees whom they supervise.

ARTICLE VIII

PROGRAM MANAGERS' 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 Program Manager's benefits existing prior to its effective date.

- B. Program Managers shall be evaluated at least one (1) time per fiscal year commencing July 1 and concluding June 30 by their immediate supervisor as shown in the prevailing district Organizational Chart. An appropriate evaluation form shall be mutually developed by the Association and the appropriate Administrator. All such evaluations shall be made in writing, followed within five (5) days by a conference with the Program Manager. Each employee will have the opportunity to disagree or concur with its content verbally and in writing. In addition to the evaluation, there shall be an annual review which includes a Professional Improvement Plan (PIP), to be developed mutually. All such correspondence shall become part of the Program Manager's personnel file.

- C. 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.

- D. 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 Program

Manager 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.

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- E. A Program Manager 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.
- F. Should a Program Manager be relieved of his/her duties, the Board will pay a Program Manager according to the schedule as established by N.J.S.A. 18A:6-14 and 18A:25-6.
- G. Contracts will be issued and salaries established for all members of this unit no later than April 30 of each year.

ARTICLE IX

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.

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ARTICLE X
SALARY

A. Dues

The Board of Education shall pay employee's dues for supervisor's membership to one state association for an amount not to exceed \$500.00. Requests for memberships must be submitted to and approved by the Superintendent.

B. Salary

Michael McCourt: The base salary in the 2005-06 school year will be increased to \$42,500 + 4.5% due to increased responsibilities an supervision duties. Mr. McCourt will be expected to expand the district intranet capabilities as well as to work with the technology supervisor to increase the content and interactive capabilities of the district website.

<u>2005-2006</u>	<u>Base Salary</u>	<u>4.5% Increase</u>	<u>Total Base</u>	<u>Longevity</u>	<u>Total Salary</u>
Jeanne Shillingford	\$41,674.00	\$1,875.00	\$43,549.00	\$ —	\$43,549.00
Michael McCourt	\$42,500.00	\$1,912.00	\$44,412.00	\$ —	\$44,412.00
 <u>2006-2007</u>					
Jeanne Shillingford	\$43,549.00	\$1,960.00	\$45,509.00	\$ —	\$45,509.00
Michael McCourt	\$44,412.00	\$1,999.00	\$46,410.00	\$ —	\$46,410.00
 <u>2007-2008</u>					
Jeanne Shillingford	\$45,509.00	\$2,048.00	\$47,557.00	\$ —	\$47,557.00

Michael McCourt	\$46,410.00	\$2,088.00	\$48,498.00	\$ —	\$48,498.00
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C. Tuition Reimbursement

1. The Board will reimburse each member of the Association for graduate or undergraduate tuition only up to the maximum charged for tuition as set by Rowan College and not to exceed six credits for any school year. Tuition reimbursement shall be available for all employees of the bargaining unit after employment of one (1) year. A year includes the time between July 1 and June 30. When the employee submits the bill after the course or courses have been successfully completed, the employee must be under contract and have full intention to continue in the Special Services School District.
2. The course or courses must be in the field of the employee's assignment or a related field and must be approved by the Superintendent on the appropriate form before the course is taken by the employee. At the close of the course, proof of the credit earned must be submitted to the Superintendent.

D. Accumulated Sick Leave

Members of the Association shall be reimbursed for unused sick leave upon retirement, leaving the district, or death, after 15 years service to the district, or 10 years as a Program Manager, at the rate of \$55.00 per day, with a \$7,500 cap.

E. Mileage Reimbursement

The Board of Education will reimburse members of the Association for using their

automobiles while conducting school business at the current IRS rate. Tolls will also be reimbursed when a receipt is submitted. Prior approval from the administration is necessary for authorization to use private vehicles for school business.

F. Death Benefits

If a member of the Association dies while in service, accumulated sick leave benefits and payment for all vacation days accrued, as mutually agreed upon, shall be paid to the estate at the rate those days were earned.

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G. Longevity

Beginning with the 18th year of experience in the district in any capacity, members of the group will receive longevity pay of \$1,800. Members of the Association will receive longevity pay of \$1,100 after completion of 11 years of service in the district and \$1,300 after completion of 15 years of service in the district.

H. Professional Conferences

Program Managers will be permitted to attend professional conferences with the prior approval of the Superintendent and Board of Education. Registration, travel, lodging, and meals will be eligible for payment by the Board of Education within the limits set. A sum total of \$1,200 for the Program Managers within this unit will be allotted, with a maximum of \$1,000 per conference.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2005 and continue in effect until June 30, 2008.

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 ____ day of _____, 2005.

Cape May County Special Services
Program Managers' Association

Cape May County Special Services
Board of Education

By: _____

By: _____

President

President

By: _____
Secretary

By: _____
Secretary