

AGREEMENT
BETWEEN
SALEM COUNTY SPECIAL SERVICES ADMINISTRATOR'S
ASSOCIATION
AND
SALEM COUNTY SPECIAL SERVICES BOARD OF
EDUCATION
JULY 1, 2010 - JUNE 30, 2013

BOE Approval: May 11, 2010

ARTICLE 1
RECOGNITION

The Board of Education of Salem County Special Services School District recognizes the Salem County Special Services Administrator's Association as the collective negotiating unit (hereinafter called the "Unit") for the purposes of collective negotiations as set forth in Chapter 123, P.L. 1974 for all principals, assistant principals, supervisors, directors and assistant directors employed by the Board.

ARTICLE 2
UNIT MEMBERS' RIGHTS

- A. No Unit member shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or agent of representative thereof, shall be subject to the grievance procedure within set forth.
- B. Whenever any Unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Unit member in his/her office, position, or employment or the salary of any increments pertaining thereto, he/she shall be entitled to have a representative present to advise him/her and represent him/her during such meeting or interview. A notice of 48 hours shall be given before any member is required to appear before the Board. If mutually agreeable, this time line may be waived.
- C. Any complaints or criticism regarding an Administrator made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating an Administrator shall be promptly investigated and called to the attention of the Administrator within a reasonable length of time.

ARTICLE 3
ASSOCIATION RIGHTS

- A. Whenever by mutual agreement between the Unit and the Board or its representatives, any representative of the Unit or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P.L. 1974, he/she shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall, upon request of the Association, make available to the Association for inspection all pertinent records, data and information of the Salem County School District required for the purposes of negotiation and which is public record.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the Unit that there has been to him/her a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, Board policies, and administrative decisions affecting him/her.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Membership to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative of his/her own choosing.

C. Procedure

1.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, or death in the family, this time limit may be extended by mutual agreement between the parties involved.
 - b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
 - c. A grievance shall be initiated at the lowest level at which a decision can be made, except that no grievance may be initiated at a level higher than the Superintendent of Schools.

2. Level One

A unit member who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.

3. Level Two

The employee grievant, no later than five (5) school days after receipt of the informal decision of his/her principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.

4. Level Three

If the grievance is not resolved to the grievant's satisfaction, he/she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing.

The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Unit, the employee grievant may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievance concerning:

- a. Any matter of which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
- b. A complaint of a non-tenure employee which arises by reason of his/her not being re-employed; or

- c. A complaint by any certified or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
 - d. Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- 6. A request for arbitration will be honored only if the employee grievant, his/her representative and the Unit waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.
- 7. The following procedure shall be used to secure the services of an arbitrator.
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the matter at issue.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days, or the initial request for arbitration a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 8. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement or Board policy if at issue. He/she may add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board. He/she shall not have the authority to substitute his/her judgment as to the degree of discipline determined by the Superintendent or Board. The award of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.
- 9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Unit. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 5
VACATIONS

A. 1. The vacation schedule for all Unit members will be:

YEARS OF SERVICE

In the 1st year of service

From 1 year

ANNUAL VACATION

A pro-rated number of days based upon 15 days for a full year's service

One (1) day of vacation shall be added on July 1st following the administrators first full year of service every year to a maximum of 20 days

1. Vacation shall be scheduled by the Administration with the approval of the Superintendent or his designee.
 - a. Vacation days may not be carried over without expressed approval of the Superintendent or his designee.
 - b. If approved no more then five (5) days per year can be considered.
 - c. Each request will be considered on a case by case basis.
2. Vacations will be scheduled on a first come first served based upon seniority.
3. Vacations can be cancelled and rescheduled with five (5) working days notice.
4. Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.
5. If an administrator resigns, earned vacation shall be paid according to the proportion of full months worked to the total contract year unless sixty (60) days notice has not been given, in which case the administrator shall be considered to have waived all rights to payment for earned current year's vacation time.
6. Nothing herein prevents vacation during the school year subject to the operational needs of the District and written permission of the Superintendent.

ARTICLE 6
WORK YEAR AND SCHOOL CALENDAR

A. Work Year:

1. The work year of a twelve (12) month administrator shall commence July 1 and end June 30, and include all week-days, except for vacation, holidays and leaves.
2. The work year of a ten (10) month administrator shall commence on September 1 and end June 30, and include all week-days except for vacation, holidays and leaves. Additional work days may be included based on the individual's contract.

B. Holidays

1. Holidays under this Article shall be the days said holidays are celebrated, not necessarily the exact calendar days indicated:

New Years Day, Martin Luther king, Jr. Day, Lincoln's Birthday and Washington's Birthday, Spring Break shall be two (2) work days contiguous to the holiday weekend, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Day, and New Years Eve Day.

2. For twelve (12) month staff the working day before and the working day after Christmas will be granted as a holiday. If the days are school days requiring such employee to be present, then an additional day will be granted after Christmas as a holiday.

ARTICLE 7
VACANCIES AND TRANSFERS

- A. All administrative vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized in all schools in the School District. The Superintendent of Schools shall accomplish such publication as soon as possible. Such publication shall be accomplished by the Superintendent of Schools as soon as possible. In addition, the Superintendent may concurrently publicize the position outside the School District.
- B. Said notice of vacancy or new position shall set forth the qualifications for the position. It shall be the responsibility of the Superintendent to establish qualifications for all vacant or new positions.
- C. Unit members who desire to apply for such vacancies or new positions shall apply in writing to the Superintendent within the time limit specified in the notice.
- D. All vacancies and new positions shall be filled on the basis of the competencies required for the position as determined by the Superintendent and the Board of Education.
- E. All applicants for any vacant or new position shall be notified in writing of the decision of the Board.

ARTICLE 8
SHORT-TERM ABSENCES

A. Sick Leave

1. All members of the Unit shall be allowed personal sick leave with pay for one day per month or 12 days of the annual contract period (10 days for 10 month

employees). The total allowable sick leave shall be available, if needed, on the first day of the contract year.

B. Bereavement

1. Employees shall be entitled to seven (7) workdays in each case of death of the employee's husband, wife, or child except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation periods.
2. Employees shall be entitled to four (4) workdays in each case of death of the employee's mother (also in-law), father (also in-law), grandparent, brother, sister, or grandchild except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation periods.

C. Personal Days

Each Administrator will be allotted 3 personal days. Unused personal days will revert to sick days.

D. Payment for Unused Sick Leave

1. Notice of retirement, in writing, must be submitted to the Board of Education no later than December 15th, or six months notice, of the school year in which the administrator intends to retire. Failure to notify the Board by December 15th shall be deemed a waiver of payment for unused sick leave, except in cases of emergency, which the Board shall consider on an individual basis.
2. Each Administrator will be entitled to 50% per diem of unused sick days not to exceed \$10,000.
3. The administrator must be eligible to retire and have not less than ten (10) years of employment with the district to be eligible for payment of unused sick leave.

ARTICLE 9
SALARIES

A. The salaries of all employees covered by this Agreement are set forth in Schedules "A" which is attached hereto and made a part of this Agreement.

B. An employee may authorize the Board to make deductions for the purpose of a tax sheltered annuity pursuant to the provisions R.S.18A:66-127, et seq. and the terms of a group contract to be approved by the Board.

- C. 1. All administrative ten (10) month employees must have been employed six (6) months in a contract year to progress to the next level of the salary schedule; a twelve (12) month employee will require seven (7) months employment during a contract year.
2. If an administrator is hired for less than twelve (12) months, he/she shall receive a pro-rated salary based on date of hire.

ARTICLE 10
INSURANCE PROTECTION

1. The Board of Education shall provide the same health care insurance protection provided to members of the Salem County Special Services School Employees Association.
2. Each administrator's gross income will be assessed 1.5% as a contribution toward cost sharing of health insurance benefits.

ARTICLE 11
MISCELLANEOUS PROVISIONS

A. Tuition Reimbursement

1. Administrators are encouraged to continue further training in recognized colleges and universities.
2. There shall be a professional development plan to cover tuition and fees for graduate courses. The expenditure by the Board for any employee in any July 1 through June 30 period for this plan shall be \$2500. In addition, an administrator, with approval by the Superintendent, will be allowed to apply for additional unused tuition funds from a total pool of \$10,000 per year for the administrative group.
3. Any administrator who receives tuition reimbursement shall be required to give another year of service to the District. In the event that an employee leaves the District before the year of service has been given he/she shall be required to reimburse the District for the previous year's tuition reimbursement. This money will be returned to the tuition reimbursement pool.

B. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for employees who join professional organizations at the state and national level not to exceed \$1,000 per administrator.

C. Professional Workshops and Conventions

With approval by the Board of Education, Administrators will be allowed to attend workshops and conventions. All costs for this professional development will be paid for by the Board of Education. Not to exceed \$2,000.00 per administrator per year. Exceptions will be addressed for other circumstances with the approval of the Superintendent.

E. Salary

2010 – 2011	3.0%
2011 – 2012	3.0%
2012 - 2013	3.0%

F. Entry Level Salary Ranges

<u>Director / Principal</u>	\$75,000 - \$125,000
<u>Asst. Director / Supervisor / Asst. Principal</u>	\$70,000 - \$95,000

H. Longevity

Longevity pay will be paid yearly (added to salary) for employees of employment in SCSSSD according to the following schedule:

5 years and 1 day to 10 years	payment of \$500 each year
10 years and 1 day to 15 years	payment of \$700 each year
15 years and 1 day to 20 years	payment of \$900 each year
20 years and 1 day to retirement	payment of \$1100 each year

I. Travel Expense

In lieu of mileage reimbursement for business travel, the Board may pay to any identified administrator an annual automobile allowance when job circumstances warrant.

J. Other benefits afforded to members of the Salem County Special Services School Employees Association, i.e. AFLAC, Dental Insurance, Direct Deposit, etc. shall also be provided to Unit members.

K. Evaluation

All administrators will be evaluated by the Superintendent or his designee according to state code:

1. Evaluation reports shall be signed and returned to the Superintendent within five (5) calendar days of the time the employee has received it. If the employee refuses to sign the Evaluation Report, the document shall be placed in the employee's file with the notation that the employee has refused to sign the report.
2. Administrators may attach statements to the evaluation report to indicate extenuating circumstances or differences of opinion, provided such statements are submitted within five (5) school days.

ARTICLE 12
STATUTORY SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

ARTICLE 13
DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2010 and shall remain in full force and effect until June 30, 2013.
- B. This Agreement shall be copied and distributed. The cost shall be borne equally by both parties.

SALEM COUNTY SPECIAL SERVICE ADMINISTRATOR'S ASSOCIATION:

BY: _____
President

Date: _____

BY: _____
Unit Member

Date: _____

SALEM COUNTY BOARD OF EDUCATION:

BY: _____
President

Date: _____

BY: _____
Secretary

Date: _____

Schedule A

	<u>2010-2011</u>	<u>2011-1012</u>	<u>2012-2013</u>
James D'Amato	96,004.00	98,884.00	101,851.00
Kathleen McCarthy	96,573.00	99,470.00	102,454.00
EvaMarie Raleigh	89,301.00	91,980.00	94,739.00
Irv Simpkins	107,120.00	110,334.00	113,644.00
Todd Slimm	92,659.00	95,439.00	98,302.00
Jane Whittinghill (10 month)	74,160.00	76,385.00	78,677.00