

Article I - RECOGNITION

The Board hereby recognizes the Somers Point Administrators Association as the exclusive bargaining agent for all full-time instructional and non-instructional employees of the Board.

Agreement between

Somers Point Board of Education

and

Somers Point Administrators Association

for the period

July 1, 1994 through June 30, 1997

Article III - OTHER LEAVES OF ABSENCE

Administrators shall be granted leave of absence as follows: (a) For a period of one (1) year, the administrator shall be granted leave of absence if he or she is unable to perform his or her duties due to illness or other physical condition. The administrator must return to the position of Administrator for a minimum of one (1) year after the leave period has ended. The administrator shall be granted leave of absence for a period of one (1) year if he or she is unable to perform his or her duties due to illness or other physical condition. The administrator must return to the position of Administrator for a minimum of one (1) year after the leave period has ended.

- 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.

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.

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 100% of tuition costs per year to a maximum of \$600.00 per administrator under the following conditions:
 1. Such course carries graduate credit 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.

Article IX - SALARY

Salaries shall be per the schedule shown below:

<u>ADMINISTRATOR</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
Kelly	\$53,766	\$58,000	\$60,610
Eckerson	\$73,658	\$75,876	\$79,720
Gandy	\$65,278	\$67,496	\$70,533
Miller	n/a	\$45,000	\$47,025
Sitek	\$60,610	n/a	n/a

Any newly employed administrator's initial salary shall be increased by 4.50% for 1996-97.

Article X - PENSION

The Board will pay for the Teachers Pension and Annuity Fund contributions and the Contributory Death Benefits for all members of the Association at the following rates:

1. For the 1994-95 school year, reimbursement for pension payment will be 100%;
2. For the 1995-96 school year, reimbursement for pension payment will be 80%; and
3. For the 1996-97 school year, reimbursement for pension payment will be 75%.

Article XI - 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 or age or older and who has served twenty (20) 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 of expected retirement date. In the event of the employee's death, after age fifty-five (55) and twenty (20) 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 XIV

DURATION OF AGREEMENT

- A. This agreement shall be in effect from July 1, 1994 through June 30, 1997.
- 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

Patricia Handy
president

Denise M. Smith
secretary

9/11/95
date

FOR THE BOARD

George D. Hartley
president

Leonor Sheeran
secretary

9/11/95
date