

**AGREEMENT**

This Agreement entered into this 19th of November,  
1992 by and between the City of Somers Point Board of  
Education in the County of Atlantic, hereinafter called the  
"Board" and the Somers Point Education Association, hereinafter  
called the "Association". The term of this contract will be  
July 1, 1992 to June 30, 1994.

ARTICLE I RECOGNITION

In accordance with Chapter 123, P.L. of New Jersey, the Board recognizes the Association as the sole and exclusive representative for collective negotiations for all staff members who hold one of the following positions:

TEACHER	SOCIAL WORKER
LIBRARIAN	GUIDANCE COUNSELOR
MEDIA SPECIALIST	PSYCHOLOGIST
SPEECH-LANGUAGE SPECIALIST	SECRETARY
NURSE	INSTRUCTIONAL AIDE
LEARNING DISABILITIES SPECIALIST	NON-INSTRUCTIONAL AIDE

but excluding all those holding the position of:

SUPERINTENDENT	PRINCIPAL/VICE PRINCIPAL
SEC'Y TO SUPERINTENDENT/SCHOOL	COMMUNITY EDC/RECREATION DIRECTOR
DISTRICT EXECUTIVE SEC'Y	SUBSTITUTE TEACHER
BOARD SECRETARY	ATTENDANCE OFFICER
PAYROLL BOOKKEEPER.	SUMMER SCHOOL TEACHER
BOOKKEEPER/ASSISTANT TO THE	CHIEF OF MAINTENANCE
BOARD SECRETARY	CUSTODIAL PERSONNEL
TREASURER OF SCHOOL MONIES	DIRECTOR, SPECIAL SERVICES
SUPERVISOR OF INSTRUCTION	ACTIVITIES CO-ORDINATOR

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiation unit as above defined, and references to male teachers shall include female teachers.

An asterisk (\*) indicates articles that pertain to professional employees under TPAF.

ARTICLE II NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement; such negotiations shall be according to the Rules and Regulations of P.E.R.C. in the school year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing and be adopted and signed by the Board and ratified and signed by the Association.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted by the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Board, OR

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid



2. Aggrieved Person

An "aggrieved person" is the person(s) to whom it is alleged an injury has occurred, excepting:

- (a) An employee not covered by the terms of this contract;
- (b) A non-tenure employee whose complaint arises by reason of his not being re-employed;
- (c) An employee whose complaint is occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required;
- (d) An employee whose complaint is:
  1. Any matter for which a method of review is prescribed by law;
  2. Any application of a rule or regulation of the State Board of Education;
  3. Any situation upon which the Commissioner of Education has ruled or has the power to rule;
  4. Any matter in which this board does not have the power to act.

An aggrieved person shall continue to perform in his position under the direction of the Superintendent and Administrators pending the outcome of any grievance hereunder.

3. Party in Interest

A "party in interest" is the person(s) 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. Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

1. Level One - Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his immediate supervisor with the objective of resolving the matter informally. If the grievance

The Board shall render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days from the time the Board receives the grievance. The referred to hearing shall be held within a reasonably expeditious time after receipt of the appeal notice.

4. Level Four Arbitration

Failure to settle a matter of grievance shall be resolved in the following manner:

(a) If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, the Association shall so notify the Board through the Superintendent within ten (10) school days of the receipt of the Board's decision, except in the case of grievance involving any of the following points:

1. Any matter for which a method of review is prescribed by law or, any rule or regulation of the State Board of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone;
2. A complaint of a non-tenured teacher which arises by reason of his not being re-employed;
3. An employee whose complaint is occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required;
4. No grievance other than that arising from interpretation and application of contract provision and application of contract provisions shall be submitted to binding arbitration.

3. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association.

3. Meetings and Hearings

No meetings or hearings under this procedure shall be conducted in public.

ARTICLE V TEACHERS' RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Evaluation of Students

The teacher shall determine grades and other evaluations of students within the grading policies of the Board based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without prior discussion with the teacher.

C. Criticism of Teachers

Any criticism by a supervisor or administrator of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

equipment is not otherwise in use, providing the request shall be made in advance and prior approval granted by the Superintendent and work to be xeroxed will be done by executive clerical personnel. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

ARTICLE VII SCHOOL CALENDAR

- A. The Superintendent shall consult with the President of the Somers Point Education Association concerning the school calendar prior to Board adoption.
- B. The number of pupil contact days remain as in the past in accordance with the past practices of the Board of Education and consistent with State regulation.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

- A. \* The certificated staff is expected to devote to their assignment the time necessary to meet their responsibilities. However, no teacher shall be required to report for duty earlier than twenty (20) minutes before the start of the pupil's school day and shall be permitted to leave twenty (20) minutes after the close of the pupil's school day, except when faculty meetings are scheduled, in-service training is scheduled, when pupils are on half session, parent conferences are scheduled, or other professional responsibilities of an emergency nature arise. Administrative permission to leave school earlier than twenty (20) minutes after the end of the pupil's day may be granted on request of the teacher.

Teachers will be permitted to leave at the close of the pupil's school day preceding holidays.

In the event of an emergency, the Superintendent shall seek the agreement of the Somers Point Education Association before requesting the teachers to remain after school.

- B. \* Each teacher shall have a duty free lunch period equal in length to the time of the pupil's lunch period. Teachers will not be required to supervise in the lunchroom or on



maximum of four years. Alternative civilian service such as Peace Corps, VISTA or National Training Corps may be considered for credit on the recommendation of the Superintendent and the approval of the Board.

- B. Tenured teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 30 if negotiations are completed. Non-tenured teachers shall be notified in writing by April 30 of their status.
- C. Previously accumulated unused sick leave days will be restored to all teachers returning from approved leave of absence.

#### ARTICLE XI SALARIES

- A. The salary guides of all teachers, secretaries, instructional and non-instructional teacher aides, covered by this agreement are set forth in Schedules A-1; A-2; B; C-1; C-2 and D of this agreement. However, the salary increments specified in these guides are not automatically granted, but are conditioned upon the recommendation of the Superintendent as delineated, NJSA 18A 29:14.
- B. The salary of a "teacher" shall be paid every other Friday.
- C. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate twice a month during July and August or upon death or termination of employment, if earlier.

#### ARTICLE XII SECRETARIES, INSTRUCTIONAL AND NON-INSTRUCTIONAL AIDES

##### A. Salaries for Secretaries

A salary guide for 10 and 12 month secretaries is attached and made a part of this agreement.

##### B. Extra Pay

For working during school emergency, time and a half will be given to the secretary for the hours worked in school when school has been closed for an emergency (snowstorm, equipment breakdown, etc.).

Secretaries will be compensated for 3 hours for each required evening conference session. Approval for working evening conferences must be made by the Principal.



instructional aides shall not exceed 180 days unless there is a change in the law.

H. Seniority and Job Security

1. Definition

School District seniority is defined as a service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed secretary or aide shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

2. Secretary and Aides Security

No secretary or aide shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause, following written notice of such reasons and a hearing before the Superintendent of Schools. If the employee is not satisfied with the disposition of his/her case, he/she may request a hearing before the full Board of Education. If it is found that such cause does, in fact, exist, then it is sufficient for such reduction in salary or dismissal. Should the employee not be satisfied by the determination of the Board, at his/her request the matter shall be subject to the grievance procedure and arbitration in the same manner and to the same extent as is provided for arbitration of grievances by this Agreement.

In the event of any Reduction in Force (RIF), district-wide seniority shall apply. The Board shall retain the right to reduce the number of positions when done in good faith and for just cause.

Any such reduction as above defined shall only be accomplished in accordance with the following procedures:

ARTICLE XIII      TEACHER ASSIGNMENT

A. Notification

1. Date for presently employed teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1. A list of said schedules and assignments shall be simultaneously sent to the Association. Any revision shall be subject to the conditions set forth in part XIII, A-2.

2. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes be promptly reviewed between the Superintendent or his representatives and the teacher affected and, at his option, a representative of the Association.

B. Traveling Teachers

1. Schedules

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

2. Traveling Reimbursement

Twenty seven and one-half (27½) cents per mile shall be given to teachers who are assigned to more than one school for travel between schools. This expense shall not exceed \$15.00 per month. If the costs exceeds \$15.00 per month, payment may be made to the teacher with the Superintendent's approval. The distance to and from the teacher's home shall not be included in weekly mileage reports. The teacher sent by the school authorities on school business shall be reimbursed twenty seven and one-half (27½) cents per mile. To receive reimbursement a form must be completed and submitted to the Board Office.



of the action taken not later than May 15. Home teaching openings shall be posted as they occur.

ARTICLE XVII PROCEDURES FOR COMPLAINTS AGAINST STAFF

A. Procedural Requirements

Any complaint regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence evaluation of a teacher, shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The Principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XVIII SICK LEAVE

A. All 10 month employees shall be entitled to ten (10) sick leave days each school year and 12 month employees 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 shall be cumulative from year to year with no maximum limit.

B. Each teacher shall be notified in writing of the total amount of unused sick leave credited to him by September 30 of each year.

ARTICLE XIX TEMPORARY LEAVES OF ABSENCES

A. Personal Leave Days

Teachers and ten month employees shall be granted three (3) leave of absence days per year. Twelve month employees shall be granted four (4) leave of absence days per year. Unused leave of absence days shall be cumulative as sick days. The applicant must receive the Superintendent's approval in advance except for emergencies. No personal leave days may be taken on the day immediately preceding



Fulbright Scholarship.

B. \* Good Cause

Other leaves of absence without pay may be granted by the Board for good reasons. Nothing in this agreement shall obligate the Board of Education to grant Good Cause Leaves of Absence to non-tenured employees beyond the end of their contract period.

C. Maternity Leave of Absence

A female employee who becomes pregnant may remain in her position as long as her physical condition does not incapacitate her in the efficient and thorough performance of her duties. When the disability attendance upon childbirth, miscarriage or abortion occurs, or when competent medical authority attests that her physical condition is such that she cannot continue in her position, she shall be awarded sick leave to the extent of her entitlement until such time as she is physically able to return to work. A pregnant employee may request leave of absence without pay, and it shall be granted by the Board of Education. Such leave shall not exceed one year in duration unless the Board agrees to the extension of time requested, and its expiration shall coincide with the beginning of a school year. An employee whose leave of absence begins before she has become eligible for sick leave (see above) may not receive sick leave benefits.

Nothing in this Agreement shall obligate the Board of Education to grant maternity Leaves of Absence to non-tenured employees beyond the end of their contract periods.

D. \* 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 teacher's immediate family. Additional leave may be granted at the discretion of the Board. A medical doctor's certificate will be required. Nothing in this agreement shall obligate the Board of Education to grant Leave of Absence for Illness in the Family to non-tenured employees beyond the end of the contract period.

5. The teacher receives a grade of not less than "B" for the course.
  6. Any teacher who has been accepted in a graduate program or expects to apply for acceptance in a graduate program, must notify the Board Secretary of his intention to take courses the following year by October 30 of the preceding year. Failure to notify the Board Secretary of his intention may result in failure to obtain the funds as outlined above for that current year. Payment will be made within the next school year.
- B. The staff member shall apply in writing for reimbursement on a form provided by the Superintendent's office, and shall support such application by suitable evidence of successful completion of the courses and the amounts of tuition paid. A teacher will not be reimbursed for more than six credits per year unless recommended by the Superintendent and approved by the Board of Education.

ARTICLE XXII MISCELLANEOUS PROVISIONS

- A. If any provision of the 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.
- B. Any individual contract between the Board and an individual teacher, 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 the Agreement shall be printed and collated at Board expense within thirty (30) days after the Agreement is signed, and shall be presented to all persons represented by the Association.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant

XXIV SEVERENCE PAY - ACCUMULATED SICK PAY

- A. Upon retirement from the Somers Point School District, the Board of Education agrees to pay the retiring employee a sum equal to 40% of any unused, accumulated sick leave. Said amount will be based upon the employee's final daily rate of pay based on 1/200 of their annual contract for a ten month employee and 1/240 of their annual contract for a twelve month employee not to exceed a total of \$15,000.
- B. A retired employee shall be defined as one who is fifty (50) years of 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 (50) 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.
- C. In order to be eligible for severence pay, an employee must have a minimum of twenty-five (25) accumulated sick leave days.



2. Application Procedure

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. The Superintendent shall post a list of promotional positions to be filled during the summer period at the administration office in each school and a copy of said notice shall be given to the Association.

B. Criteria for Notice

In both situations set forth in Section A, the qualification for the position, its duties, and the rate of compensation shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. Method of Selection

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. The Board of Education has final decision as covered in Title 18-A.

- b. Such reports shall be addressed to the teachers.

D. Personnel Records

1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every ten (10) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.



SOMERS POINT BOARD OF EDUCATION

A-1 TEACHERS' SALARY GUIDE FOR THE SCHOOL YEAR 1992-93  
(6% INCREASE AMOUNT SPREAD BY S.P.E.A.)

STEP	BACHELORS	BACHELORS + 15 CR	B.A.+30 CR. & MASTERS	MASTERS + 15 CR.	MASTERS + 30 CR.
1	26,131	27,031	28,831	29,881	31,031
2	26,381	27,281	29,081	30,131	31,281
3	26,631	27,531	29,331	30,381	31,531
4	27,010	27,910	29,710	30,760	31,910
5	27,585	28,485	30,285	31,335	32,485
6	28,161	29,061	30,861	31,911	33,061
7	28,762	29,662	31,462	32,512	33,662
8	29,704	30,604	32,404	33,454	34,604
9	31,049	31,949	33,749	34,799	35,949
10	33,248	34,148	35,948	36,998	38,148
11	35,548	36,448	38,248	39,298	40,448
12	37,721	38,621	40,421	41,471	42,621
13	40,621	41,521	43,321	44,371	45,521
14	43,821	44,721	46,521	47,571	48,721
15	47,221	48,121	49,921	50,971	52,121
16	49,721	50,621	52,421	53,471	54,621

CONVERSION CHART

1991-92 GUIDE	TCHG EXP.	GUIDE STEP 1992-93	TCHG EXP 1992-93
		1	BEGINNING
1	1ST YR TO	2	2 YRS
2	2ND	3	3 YRS
3	3RD	4	4 YRS
4	4TH	5	5 YRS
5	5TH	6	6 YRS
6	6 - 8 YRS	7	7 - 9 YRS
7	9 - 11 YRS	8	10 - 12 YRS
8	12 - 14 YRS	9	13 - 15 YRS
9	15 YRS	10	16 YRS
10	16 & 17 YRS.	11	17 & 18 YRS
11	18 YRS	12	19 YRS
12	19 YRS	13	20 YRS
13	20 & 21 YRS	14	21 & 22 YRS
14	22 YRS	15	23 YRS
15	23 YRS	16	24 YRS & OVER
	24 YRS & OVER		

DEGREE ADVANCEMENT

FROM BA	TO BA+15	900
"	BA+30	2700
"	MA+15	3750
"	MA+30	4900

DURING SCH.YR -INCR.AMT

FROM BA	TO BA+15	900
"	BA+15 TO BA+30	1800
"	BA+30 TO MA+15	1050
"	MA+15 TO MA+30	1150



**SOMERS POINT BOARD OF EDUCATION**

**B ACTIVITIES SALARY GUIDE  
FOR SCHOOL YEAR 1992-3 and 1993-4**

(30 increase to each step  
for 1992-3, no increase for 1993-4)

STEP	MAJOR	STEP	MINOR
1	749	1	374
2	771	2	385
3	896	3	447
4	1,021	4	510
5	1,145	5	573
6	1,270	6	634
7	1,395	7	696
8	1,519	8	759

**ACTIVITIES DIRECTOR \$3,863**

(30 increase to 1991-92 steps 1 thru 7  
which became steps 2 thru 8 (30 increases)  
for 1992-3,

No increases for 1993-94--No advancement to  
different steps in 1993-94

- MAJOR**
- ACTIVITIES:**
- ART
  - BASKETBALL**
    - Intramurals
    - Boys 7&8 Gr.
    - "
    - Girls 7&8
    - "
    - JV
  - BAND**
  - DRAMA**
  - 8th GRADE ADVISOR**
  - SOCCKER**
  - SOFTBALL**
  - STUDENT COUNCIL**
  - STUDENT OF**
  - THE MONTH CLUB**
  - YEAR BOOK**
  - NATURAL HIGH CLUB**
  - COORDINATOR**

- MINOR**
- ACTIVITIES:**
- THINK DAY**
  - VOLLEYBALL** (reinstated 10-15-92)
  - NEWSPAPER**

SECRETARIAL SALARY SCALE

1993--1994

(8% INCREASE FOR SCALE SALARIES)

C-2

12 - MONTH SCALE		10-MONTH SCALE	
STEP	BASE SALARY	STEP	BASE SALARY
1	15,699	1	13,191
2	15,949	2	13,391
3	16,219	3	13,607
4	16,511	4	13,840
5	16,830	5	14,095
6	17,177	6	14,372
7	17,558	7	14,677
8	17,977	8	15,013
9	18,440	9	15,381
10	18,942	10	15,782
11	19,421	11	16,186
12	19,956	12	16,627
13	20,544	13	17,119
14	21,193	14	17,661
15	21,899	15	18,248
16	22,604	16	18,834
17	23,310	17	19,422
18	24,014	18	20,016
19	24,729	19	20,604
20	25,431	20	21,193
21	26,137	21	21,781
22	26,842	22	22,367
23	27,544	23	22,959
24	28,253	24	23,553

LONGEVITY 12 MONTH \$720

10 MONTH \$600

LONGEVITY given after completion of 5th year in the district; additional longevity given after completion of 10th year, 15th year, 20th year up to and including the completion of the 25th year.

(Each Step represents one year of working experience)

SOMERS POINT BOARD OF EDUCATION

*Frederic D. Hartley*  
President

*Lleanor Sheeran*  
School Business Administrator/  
Board Secretary

3/4/93  
Date

SOMERS POINT EDUCATION ASSOCIATION

*Kathleen J. Ricciardi*  
President

*Joe Keri*  
Secretary

3/9/93  
Date

Effective day shall be

July 1, 1992

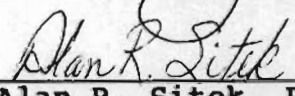


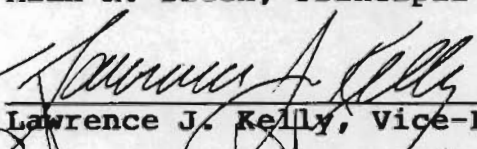
**AGREEMENT**


This Agreement entered into this 24th of September, 1992 by and between the Board of Education of the City of Somers Point in the County of Atlantic, hereinafter called the "Board" and the Somers Point Administrators Association, hereinafter called the "Administrator".

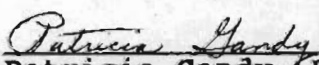
**SOMERS POINT ADMINISTRATORS ASSOCIATION:**

  
\_\_\_\_\_  
Jack Burg, Principal


  
\_\_\_\_\_  
Alan R. Sitek, Principal


  
\_\_\_\_\_  
Lawrence J. Kelly, Vice-Principal

  
\_\_\_\_\_  
Edwin C. Eckerson, Supervisor of Instruction

  
\_\_\_\_\_  
Patricia Gandy, Director - Special Services

**SOMERS POINT BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Evelyn D. Hartley, President

  
\_\_\_\_\_  
Leonor C. Sheeran, School Business Administrator/Board Secretary

## 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) 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;
- c. a statement of 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, 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 after 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.

## 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 of the Jordan Road School;
- Principal of the Dawes Avenue and New York Avenue Schools
- Vice-Principal of the Jordan Road School
- Supervisor of Instruction;
- Director - Special Services

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

The five 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.

By April 30 of each school year, each administrator shall receive a contract specifying the salary and fringe benefits that he will be receiving during the next school year.

## ARTICLE 1. 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 cumulated 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 2. OTHER LEAVES OF ABSENCE

- A. Administrators shall be granted four Personal Leave of Absence days with full pay during 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.

#### 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 3. 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.

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 4. MEDICAL INSURANCE

The Board shall pay the total cost of the group rate for full-family medical insurance for each administrator. This insurance provides hospital-medical-surgical extended Rider coverages and major-medical benefits under the New Jersey State Health Benefits Program. The administrator may elect to join any health maintenance program offered in Atlantic County, which is approved by the New Jersey State Department of Education if they choose to do so. Full coverage will be borne by the Board. The Somers Point Board of Education shall provide an administrator with an employee \$4.00 co-pay prescription program, effective January 1, 1993. The Somers Point Board of Education shall provide full-family coverage for a dental benefits plan under the Atlantic Southern Dental Foundation through its administrator, Dental Benefit Management, Inc.

ARTICLE 5. 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 not to exceed \$2,500 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. A sum not to exceed \$2,000 per year shall be allotted the group of administrators to pay professional organization dues. Group or individual requests must receive prior approval of the Superintendent of Schools.

ARTICLE 6. VEHICLE EXPENSE

- A. Expenses for transportation shall be reimbursed at the rate of \$.27½ per mile.
- B. Administrators Jack Burg and Edwin C. Eckerson shall be eligible for reimbursement for travel between schools at a flat rate not to exceed \$20.00 per month.

ARTICLE 7. SALARY

A Two-year (1992-94) salary contract of \$3,000 increase per year as follows:

ADMINISTRATOR:	1992/93	1993/94
Jack Burg	\$76,472.00	\$ (retired)
Alan R. Sitek	55,000.00	58,000.00
Lawrence J. Kelly	48,000.00	51,000.00
Edwin C. Eckerson	67,893.00	70,893.00
Patricia Gandy	59,515.00	62,515.00

ARTICLE 8. PENSION

The Board will pay for the Teachers Pension and Annuity Fund contributions and the Contributory Death Benefits for Jack Burg, Alan R. Sitek, Lawrence J. Kelly, Edwin C. Eckerson and Patricia Gandy until their retirement.



ARTICLE 9. 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 for the School Year 1992/93 and not to exceed a total of \$25,000.00 for the School Year 1993/94. A retire 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 10. LONGEVITY

\$4,000.00 will be added to the total of the final year's salary at time of retirement, after a letter of resignation is received from the Administrator.

ARTICLE 11. ADDITIONAL ASPECTS

Other aspects of this agreement shall be consistent with the terms of the agreement between the Somers Point Board of Education and the Somers Point Education Association for the School Year 1992/93 and the School Year 1993/94.



ARTICLE 12. 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.