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**AGREEMENT**  
between the  
**CAPE MAY COUNTY SPECIAL SERVICES BOARD OF EDUCATION**  
and the  
**CAPE MAY COUNTY SPECIAL SERVICES ADMINISTRATORS' ASSOCIATION**

**TABLE OF CONTENTS**

Preamble		Page (i)
Recognition	- Article I	Page 1
Negotiations Procedure	- Article II	Page 2
Grievance Procedure	- Article III	Page 3
Insurance Programs	- Article IV	Page 7
Vacation Policy	- Article V	Page 8
Sick Leave/Personal Leave	- Article VI	Page 9
Leaves of Absence	- Article VII	Page 9
Administrators' Rights and Benefits	- Article VIII	Page 10
Deduction of Dues	- Article IX	Page 12
Legality of Agreement	- Article X	Page 12
Salary	- Article XI	Page 13
Duration of Agreement	- Article XII	Page 15

## 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, and the Assistant Superintendent of Instruction and Curriculum.

## 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 Administrators' 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.

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.

## ARTICLE IV

### INSURANCE PROGRAMS

The Board of Education shall provide for the members of the Cape May County Special Services Administrators' 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 Administrators' Association NJCSA Washington National Income Protection Plan, or an equivalent income protection plan to be selected by the Administrator at a cost not to exceed \$400.00 per year.

## ARTICLE VI

### SICK LEAVE/PERSONAL LEAVE

Administrators 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.

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.

At the time of separation, all unused sick leave will be payable to the employee (or his/her estate) at the rate of \$50.00 per day, not to exceed \$8,000.

## ARTICLE VII

### LEAVES OF ABSENCE

Administrators shall receive no less beneficial programs than those received by employee's whom they supervise.

- 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. Should an administrator be relieved of his/her duties, the Board will pay an administrator according to the schedule as established by N.J.S.A.18A:6-14 and 18A:25-6.
- H. Contracts will be issued and salaries established for all administrative employees no later than April 30 of each year.

## 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. A sum total of \$3,500 for the administrators within this unit will be allotted, with a maximum \$1,500 per conference.

B. Dues

The Board of Education shall pay employees' dues for employees' membership in appropriate county, state and national professional associations in an amount not to exceed \$625.00. Requests for memberships must be submitted to and approved by the Superintendent.

C. Salary

For the 1996-97 school year, administrators' salaries will increase 3.9% on the total base salaries of all members, then be divided by the number of members so that each member receives the same dollar amount increase. For the 1997-98 and 1998-99 school years, salaries will increase 4% per year and be divided in the same fashion as for the 1996-97 school year.

Beginning with the 16th year of experience in the district in any capacity, senior management will receive an additional stipend of \$1,000 as part of base salary

D. John Connor will receive a stipend of \$1,439.52 for assuming the duties of Middle School Principal from January, 1995 through June 1996

E. Tuition Reimbursement

The Board of Education shall allot up to \$1,000 for tuition per Administrator for graduate level training. All courses need approval of the Superintendent prior to enrolling in the course.

F. Physical Examination Program

Administrators are entitled to a physical exam at an approved clinic or hospital at a cost not to exceed \$350 per examination every third year. A schedule of no more than two administrators per year will be developed.



ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1996, and continue in effect until June 30, 1999.

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 \_\_\_\_\_, 1997.

Cape May County Special Services  
Administrators' Association

By: *Mary Margaret Lynn*  
President

By: *Judith G. Galt*  
Secretary

Cape May County Special Services  
Board of Education

*Thomas C. Whittington*  
President

*Deane L. Bitting*  
Secretary