

AGREEMENT

between

**CAPE MAY COUNTY
SPECIAL SERVICES SCHOOL DISTRICT and
CAPE MAY COUNTY TECHNICAL SCHOOL DISTRICT
BOARD OF EDUCATION OF EDUCATION**

and

**CAPE MAY COUNTY
SPECIAL SERVICES SCHOOL DISTRICT
STAFF ASSOCIATION**

July 1, 2023

through

June 30, 2026

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ARTICLE I
RECOGNITION

- A. The Cape May County Special Services School District and Cape May County Technical School District Board of Education recognizes the Staff Association as the exclusive representative pursuant to the provisions of "Chapter 123, Public Laws 1974", for collective negotiations concerning the terms and conditions of employment for all staff, certificated and non-certificated, but excluding supervisory personnel having the power to evaluate performance, hire, discharge, discipline, or to effectively recommend the same. Also, excluded will be members of the Non-Instructional Administrators, Program Managers, Confidential Employee Units, Community Swim Program, and hourly as needed Employees.
- B. Unless otherwise indicated, the term "employee" when used hereafter in this Agreement shall refer to all certificated and non-certificated employees of the Board of Education represented by the Association in the negotiating unit as defined above.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to certificated and non-certificated employees shall continue to be so applicable during the terms of the Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any certificated and non-certificated staff benefits existing prior to its effective date.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board of Education of Education and the Association agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.
- B. During negotiations, the Board of Education and the Association and/or their representatives shall present relevant data, exchange points of view, and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations and is not during normal working hours.
- B. The Association and its representatives shall have the right to use the school building at all reasonable non-instructional hours for meetings. Permission must be obtained at least twenty-four (24) hours in advance from the Superintendent for the use of the building.
- C. The Association shall have the right to use, with prior approval of the building principal or administrator in charge, certain school equipment, including typewriters, computers (other than those used by office personnel), duplicating equipment, calculating machines, and the central office fax machine during non-

instructional hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

- D. The Association shall have the right to use the inter-school mail facilities and school mailboxes.
- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, they shall suffer no loss of pay.

ARTICLE IV **EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- C. Whenever any employee is required to appear before any administrator or supervisor, Board of Education of Education, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given forty-eight (48) hours prior written notice of the reason for such meeting or interview and shall be entitled to have (a) representative(s) of the Association present to advise them during such meeting or interview. It is understood and agreed by the parties that in the forty-eight (48) hours prior, written notice will not be applicable in an emergent circumstance or in the event forty-eight (48) hours is impracticable, such as prior to the end of the school year. Further, in the event the parties agree to a shorter notice period, this provision will not apply.
- D. No unit member shall be reprimanded or disciplined in the presence of students, peers, parents, or the public.

ARTICLE V **GRIEVANCE PROCEDURE**

- A. Definition
A "grievance" shall mean a complaint by an employee or a group of employees of the Special Services School System based on the application, interpretation or alleged violation of the negotiated agreement, Board of Education policies, or administrative decisions affecting terms and conditions of employment, except that the term "grievance" shall not apply to:
 - 1. any matter for which a method of review is prescribed by law; or
 - 2. any rule or regulation of the State Commissioner of Education; or
 - 3. any matter which according to law is either beyond the scope of Board of Education authority or limited to unilateral action by the Board of Education alone; or
 - 4. a complaint of a non-tenured teacher, secretary, or non-fixed term maintenance/custodian person which arises by reason of their not being re-employed; or
 - 5. a complaint by any certified personnel 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. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) working days of its occurrence.
- B. Year End Grievances - Ten (10) Month Employee

In the event a grievance is filed by a ten (10) month employee at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year; and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Procedure

1. Any employee covered by this Grievance Procedure shall have the right to present a complaint as specified herein.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall mean the grievance has been dropped.
3. It is understood that employees shall, during and notwithstanding the pendency of the resolution of any grievance, continue to observe all assignments and applicable rules and regulations of the Board of Education until such grievance and any effect thereof shall have been fully determined.
4. All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties as are designated by the Board of Education or the aggrieved or heretofore referred to in this grievance procedure.
5. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file while disposition of a grievance is pending.
6. Grievances shall be initiated at the lowest level of the procedure from which an administrative remedy or denial can be given. If the Administrator with whom the grievance is filed states that said grievance can be resolved at a lower level, they shall put that determination in writing and give it to the Association President or grievance chairperson no later than five (5) working days after the grievance was filed. The grievance shall then be processed at the level indicated. Group grievances shall list those people or category of people on whose behalf the grievance is filed.
7. Step 1 - Immediate Appropriate Supervisory Person (verbally) – Within 15 working days of its occurrence, any employee who has a grievance shall discuss it first with their immediate appropriate supervisory person in an attempt to resolve the matter informally at that level.
8. Step 2 - Appropriately Certified Administrative Person (in writing) - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, they shall set forth their grievance in writing and present it to the appropriately certified administrative person on the grievance form¹ specifying:
 - a. the specific nature of the grievance;
 - b. the nature and extent of the injury, loss, or inconvenience;
 - c. the date and time of presentation;
 - d. the results of previous discussions; and
 - e. the relief sought.The appropriately certified administrative person shall communicate their decision to the employee in writing within seven (7) working days of receipt of the written grievance.
9. Step 3 - Superintendent of Schools (in writing) - The employee may request a review of the grievance by the Superintendent of Schools if the written reply from the appropriately certified administrative person is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the appropriately certified administrative person's decision.
10. Step 4 - Board of Education (in writing) - The employee may request a review of the grievance by the Board of Education if the written reply from the Superintendent of Schools is not to the employee's

satisfaction. This must be done within five (5) working days after receipt of the Superintendent of School's decision. The Board of Education shall conduct a hearing within thirty-five (35) calendar days of the Association's request for review. The Board of Education shall render a decision, in writing, within ten (10) working days from the date of the hearing.

11. Step 5 - If the aggrieved is dissatisfied with the decision at the Board of Education level, the aggrieved may petition the Association to file for arbitration. If the Association files for arbitration, such filing shall be simultaneously made known to the Superintendent. Said filing shall take place no later than ten (10) working days after the written decision of the Board of Education was made known. The following procedure will be used to secure the services of an arbitrator:
 - a. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second list of names.
 - c. If the parties are unable to determine, within ten (10) working days of the initial filing for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Cape May County Special Services School District and Cape May County Technical School District Board of Education. The recommendations of the arbitrator shall be binding. Only the Board of Education, the aggrieved, and representatives of the aggrieved shall be given copies of the arbitrator's report of findings and recommendations.

D. Costs

1. Each party will bear the total costs incurred by themselves.
2. Only the fees and expenses of the arbitrator will be shared equally by the Board of Education and the Association.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. If the arbitrator rules favorably for the employee, the Board of Education will pay the salary for the time lost. If the ruling is against the employee, time lost must be without pay.

Note: The district organizational chart is located in the Staff Handbook to show the flow of grievances for the various components of the Association. This chart is neither bargainable nor arbitrable.

Footnote (1): A Grievance Form is attached to this Agreement, for informational purposes only, as Appendix A.

ARTICLE VI

VACANCIES, TRANSFERS, AND REASSIGNMENTS

- A. The Board of Education reserves the right to hire staff in accordance with the best professional screening practices known, by properly advertising and interviewing outstanding candidates in accordance with the latest Affirmative Action practices.
- B. The Superintendent of Schools shall notify, in writing, the Association President and post in all school buildings a list of the vacancies which shall occur during the school year.

- C. At the same time the Board of Education may reserve the right to assign a candidate to a position where the Board of Education feels that the candidate is most qualified to perform in keeping with that candidate's background, experience, and certification.
- D. If at any time during employment the staff member or the administration feels that a change or transfer to another class, age level, grade, position, school, or building is in the best interest of the students, program, or the district, then a consultation will be held between the staff member and the administration to discuss the situation prior to the transfer. If at any time a staff member's work site, equipment, furniture, etc. is to be moved or relocated, a notice of not less than forty-eight (48) hours shall be given. It is understood and agreed by the parties that in the forty-eight (48) hour prior written notice will not be applicable in an emergent circumstance or staff shortage necessitating a temporary change in the interest of student safety or services. Further, in the event the parties agree to a shorter notice period, this provision will not apply.
- E. Normally, all extra duties shall be posted on the bulletin Board of Educations of the main office in each school for a minimum of ten (10) working days, and a copy shall be transmitted to the Association President.

ARTICLE VII
SALARIES

A. Employee Salary Guides

1. The salaries of all employees covered by this Agreement are set forth in the following salary schedules:

- A - Certificated Staff
- B - Teacher/School Aide
- C - Physical/Occupational Therapy Assistant/Interpreter
- D - General Secretary-Attendance/Realtime
- E - General Secretary/Bookkeeper-Secretary
- F - Custodial Worker
- G - Maintenance Mechanic

Note: For a certificated 12 month employee the standard upon which any pro-rata will be based will be 1.2 times the appropriate step on the guide. For a certificated eleven month employee, the standard upon which any pro-rata will be based will be 1.1 times the appropriate step on the guide.

2. Salaries will be paid on the 15th and 30th of each month, or on the last working day prior to a school recess.
3. Employees anticipating a move horizontally along the salary guide must inform the Superintendent by December 31, of the prior year for budgeting purposes. Horizontal movements will only be made in September and January of the following year. If the Superintendent is not notified by this date, the employee will move in the succeeding fiscal year.
4. Each employee shall be placed on their proper step of the appropriate salary schedule as of the beginning of each school year. Any staff member employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year depending upon a satisfactory annual written performance evaluation for the year. Part-time employees shall have their salaries pro-rated off of the appropriate step of the salary guide. Employees contracted on a yearly basis shall be pro-rated according to the percent of employment. Part-time employees contracted on a per diem basis shall have their daily salary calculated on an hourly basis multiplied by the number of working days. Employees must work at least one-half of the school year (92 days) to be eligible for movement to the next step on the guide.
5. The Board of Education may grant up to twelve (12) years for outside experience.

6. CPI Trainer shall receive an extra \$1,000 per year to be provided to employees designated by the Board of Education as Certified CPI Trainers
7. Media Specialist Aide shall receive an extra \$500 per year
8. Registered Behavior Technician employees shall receive an annual stipend of \$250
9. The parties mutually agree that should negotiations for a successor collective negotiations agreement not be completed prior to the expiration of this collective negotiations agreement, unit members shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on the final day of this collective negotiations agreement until such time as a successor agreement is reached.
10. Movement on the guide shall be interpreted to include a vertical step increase and/or a column differential based on educational credit or degree attainment. Unit members have their salary frozen until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.
11. * "18A:29-14", Withholding increments; causes; notice of appeals. "Any Board of Education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the Board of Education. It shall be the duty of the Board of Education, within ten days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under the rules prescribed. The commissioner shall consider such appeal and shall either affirm the actions of the Board of Education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for them self in their place and with their powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such denied increment in any future year as an adjustment increment."
12. Behavior Support Team members shall receive an extra \$500.00 per year to be provided to the employees designated as Behavior Support Team members. As of the signing of this Agreement, the current BST members shall be legacied in that assignment. In the event a current BST member is no longer assigned that position, the BST position will be posted so that employees may apply for it. Selection of the BST position shall be determined by the Board.

*This section is cited for informational purposes only. "Amended by L.1968, c.295, § 13, eff. Sept. 9, 1968."

ARTICLE VIII **WORK YEAR**

A. Ten month contracts

1. A ten (10) month contract is from September 1st of a given year to June 30th of the next year.
 - a. It must cover a period of 180 days that school must be open for students, spread out over a period of ten (10) months, and 184 days for all ten (10) month employees except for general secretaries.
 - b. For General Secretaries who have a ten (10) month contract, the work year is all week days, except those listed on the Board of Education adopted calendar, from September 1st of a given year to June 30th of the next year inclusive.

B. Eleven month contracts

1. Effective July 1, 2022, the following positions shall be considered eleven (11) month positions, which shall be defined as the regular ten (10) month position (September 1st to June 30th) plus up to twenty (20) working days for the ESY Program/related prep of each year. For the guidance counselor position, some of these twenty (20) working days may be utilized in the two (2) weeks prior to the start of school each year.

- a. Two (2) Nursing Positions
 - b. One (1) Guidance Counselor
 - c. One (1) SLE Coordinator/CBI
2. Effective July 1, 2022, the position of Physical Education Teacher shall be considered an eleven (11) month position, which shall be defined as the regular ten (10) month position (September 1st to June 30th) plus up to twenty (20) working days.
 3. Effective July 1, 2023, the position of Teacher Aide shall be considered an eleven (11) month position, which shall be defined as the regular ten (10) month position (September 1st to June 30th) plus up to twenty (20) working days.
 - a. Current employees would be offered an opportunity to become eleven (11) month employees. If current employees do not want to move to eleven (11) months, they will be legacied and may remain at ten (10) month positions. Once an employee moves to eleven (11) months, they cannot revert back to ten (10) months.
 4. In the event an employee actually works in excess of twenty (20) full working days, the employee shall be paid at a per diem rate of 1/220th of the employee's salary. Personal and sick time shall not count as a "working day" for the purposes of calculating the twenty (20) full working days.
 5. These 11-month positions shall receive an additional one-half (½) personal day and one (1) sick leave day for use at anytime during the 11-month year. Unused personal half-day remaining at the conclusion of the 11-month period shall be converted to one-half (½) sick day.
 6. These 11-month positions shall receive a salary of 1.1 times the salary step the employee is on as of that date, which shall be payable over a twelve-month period in equal installments, payable on the 15th and 30th of each month.

C. Twelve month contracts

1. A twelve (12) month contract is from July 1st of a given year to June 30th of the next year. Twelve (12) month contracts will consist of:
 - a. 240 days for maintenance/custodial/mechanic employees. Each employee's initial recall shall be guaranteed a minimum four (4) hours at time and a half. If the same employee is called back again for a second recall they will receive a minimum of two (2) hours at time and a half. Two weeks' notice of required work days shall be provided to all maintenance/custodial/mechanic workers, except in cases of emergency.
 - b. 237 days for all other certificated and non-certificated twelve (12) month employees.
2. Any modification of a twelve (12) month contract must be approved by the Superintendent of Schools and the Board of Education, with the benefits, holidays, and salary to be pro-rated accordingly.
3. Custodial/Maintenance/Mechanic staff will not be required to make up time when sent home due to weather or other emergencies.

D. Summer Contracts

1. Summer contracts are issued to specific categories and numbers of ten (10) month employees who are needed during the summer months when special programs are in operation.
2. Summer contracts that are issued to ten (10) month employees shall be based on a student need and programmatic basis.
3. Summer contracts issued to bus drivers and aides shall be issued on a seniority basis with salaries paid on a per diem or hourly rate of the salary paid during the employee's ten (10) month contract for the current fiscal year.

4. The summer salary for a certificated position shall be \$53 per hour. The summer salary for a non-certificated position shall be \$26 per hour. The summer salary for COTA, PTA, and Educational Sign Language Interpreter positions shall be \$35 per hour. Employees shall be paid for the position they fill, not for the certificate they hold. In cases where more than one (1) employee applies for a position, the employee who previously held the position in the immediately preceding year shall have first right of refusal, if determined to be appropriately qualified within district job description. Employees may be evaluated at the discretion of the principal or superintendent during extended school year. Evaluations could affect future summer placements and will be placed in the employee's file.
5. For ESY, the district will amend the teacher workday in summer to 8:15-2:45 for the purpose of teacher planning time.
6. Where no specific category and/or certification are required, seniority shall prevail.
7. Summer employees who work the equivalent of eleven to twenty-one (11-21) days inclusive, shall receive one (1) sick day and one-half (½) personal day. Unused personal half day remaining at the conclusion of the Extended School Year shall be converted to one-half (½) sick day. Summer employees who work the equivalent of twenty-two (22) days and above shall receive two (2) sick days and one (1) personal day. Any ten (10) month full-time contracted employee working a summer contract shall receive the bereavement leave defined in Article XII, section D.
8. Non-tenured Teaching Staff members shall attend up to two (2) days of summer professional development. Employees shall be paid summer hourly rate.
9. Salaries will be paid on the 15th and 30th of each month, or on the last working day prior to a school recess.

ARTICLE IX
WORK DAY - WORK WEEK - OVERTIME

A. The work day will be defined as follows:

1. Effective 7/1/18: The work day will be defined as follows: Six and one-half (6.5) hours with an additional thirty (30) minutes non-student contact time, five (5) days per week (Monday through Friday) for certificated staff, teacher/school aides, physical/occupational therapy assistants and interpreters. Normally, certificated staff (including nurses), teacher/school aides, physical/occupational therapy assistants, and interpreters shall be guaranteed a duty free lunch at least as long as the time afforded students, but not to exceed thirty (30) minutes. In cases where the special needs of the students preclude a certificated staff member, teacher/school aide, physical/occupational therapy assistant, or interpreter from having a duty free lunch, they may leave early or arrive late as determined after consultation with the appropriate administrator, as compensation for lost time. Part-time certificated staff that are working fifty percent (50%) or more of any work day or of the work year, shall receive preparation time as per the current practice, pro-rated at the appropriate percentage.
2. Seven and one-half (7.5) hours for secretaries, to include a duty-free one-half (½) hour unpaid lunch period.
3. Eight (8) hours for maintenance/custodial/mechanic workers to include a duty-free paid one-half (½) hour meal period.

B. The work week will be defined as follows:

1. Certificated staff, teacher/school aides, physical/occupational therapy assistants, and interpreters - five (5) consecutive work days comprised of thirty-five (35) hours per week.
2. Secretaries - five (5) consecutive work days comprised of thirty-five (35) hours per week.
3. Maintenance/custodial/mechanic - five (5) consecutive work days comprised of forty (40) hours per week.

4. At the Board of Education's discretion, the summer work week may be condensed to four (4) consecutive work days to include all summer hours.
- C. There will be extra compensation for extra duties for certificated staff and teacher/school aides beyond the work day and a job description will be in place prior to negotiating stipends for such extra duties and the assumption of those duties.
- D. Overtime will be calculated at the end of the employee's regular work week in the following manner:
 1. Secretaries - after thirty-five (35) hours
 2. Maintenance/custodial/mechanic personnel - after forty (40) hours
 3. Scheduled overtime is to be paid in dollars unless, by mutual agreement, compensatory time is used. Scheduled overtime on Sundays and holidays shall be a minimum of two (2) hours at time and a half.
- E. Employees will be required to attend staff meetings as designated by building principals or appropriate supervisors. A written agenda will be posted prior to all meetings and notification given to staff members who need to be in attendance. Meetings shall be scheduled within the employee's work day.
- F. All twelve (12) month employees are entitled to two (2) ten (10) minute breaks each day; one (1) in the morning and one (1) in the afternoon, at a time convenient to work routine, as approved by their immediate supervisor.
- G. Secretaries' summer work hours shall be six and one-half (6.5) consecutive hours per day inclusive of a half-hour ($\frac{1}{2}$) lunch and shall begin the first day after school closes for staff for the year and shall continue until the last Friday before staff reports in the fall.
- H. The district will continue to support its teachers who are required to develop any standardized assessment required by law with release time when necessary if requested and identified by the administration to be valid. Such requests shall not be unreasonably withheld.
- I. Overtime assignment/distribution for Black Seal and for Custodial Worker shall be based upon a rotation system beginning with the employee with the greatest seniority in job classification or specific skill required. An employee who accepts or declines an overtime assignment shall have their name placed at the bottom of the overtime rotation list.
- J. There will be one day per week with no PLC or Community Meetings, however, the Association recognizes that emergency circumstances may arise and this may not be possible. In that event, the Administration will endeavor to give notice to the Association Representatives as soon as possible.

ARTICLE X

EVALUATION PROCEDURES

- A. General Provisions
 1. Written evaluation policies, job descriptions, and performance objectives, where applicable, adopted by the Board of Education will be distributed to all staff members prior to the opening of school in September.
 2. Following the distribution of the written evaluation policies, job descriptions, and performance objectives, where applicable, the Superintendent of Schools shall review the aforementioned orally with the staff members, prior to the opening of school in September.
 3. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address, audio systems, and similar devices shall be with full knowledge of the employee before such use.
 4. The observations, evaluations, and conferences will serve to identify strengths and deficiencies with a view to providing assistance and improving the employee's competence.

5. The signed evaluation will also serve a basis for recommendations regarding reemployment.
6. An employee shall be given a copy, written or electronic, of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within fifteen (15) working days after such evaluation. A good faith effort will be made to provide evaluation scores no less than 48 hours prior to the conference.
7. An employee's response to the evaluation must be made in writing, within ten (10) working days of the conference, copies of which will be attached to each party's copy, and submitted to the Board of Education at the next Board of Education meeting.
8. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having prior knowledge of the contents of the report. An attached form shall be available for employee response. No employee shall be required to sign a blank or incomplete form.
9. The DEAC will continue to meet two (2) times per year through the life of the contract.
10. All certificated and non-certificated staff who are on a corrective action plan (any type of improvement plan) shall attend two (2) days during the summer months for professional development. Employees shall be paid their summer hourly rate for attendance. This shall not be applicable to employees, certificated and non-certificated, who are on corrective action plans (any type) for attendance reasons only.

B. Certificated Staff

Observations shall be done in accordance with current NJ State Law.

C. Personnel Files

1. An employee shall have the right, upon request, to review the contents of their personnel file in the presence of the Superintendent or designee. The employee must give reasonable notice, and no more than three (3) employees in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from their personnel file. An employee shall be permitted to have reproduced all materials in their personnel file.
2. The Board of Education shall not establish any separate personnel file which is not available for the employee's inspection.
3. The Board of Education agrees to protect the confidentiality of personal references, credentials, and other similar documents.
4. With the exception of a continuing grievance or other such matter, final evaluation of an employee upon termination of their employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in the Article.
5. No material derogatory to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee has had an opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Evaluator and attached to the file copy. If every effort has been made to obtain the employee's signature, a certified letter return/receipt will be an acceptable alternative.

ARTICLE XI **HEALTH BENEFITS**

A. Benefit Plan

1. Health benefits are provided by the New Jersey School Employees Health Benefit Plan. Employees employed prior to January 1, 2021, who have not waived coverage, are eligible to maintain coverage in the New Jersey School Employees Health Benefit Plan. Those employees shall be enrolled in the NJ Direct 15

Health Insurance Plan. During the open enrollment period, an employee may select a different plan, but if the plan selected is more expensive than the NJ Direct 15, they shall pay the difference in costs through payroll deductions. The employee may select a provider upon initial employment and then during prescribed open enrollment periods. Employees may choose from the array of plans provided through the New Jersey School Employees Health Benefits Plan. A listing of the plans are available on the NJ Division of Pension and Benefits website. Premiums are paid by the Board of Education.

2. Any employee commencing employment on or after January 1, 2021, but before January 1, 2028, who does not waive coverage shall be enrolled by the program, with the employee's dependents if any, in the New Jersey Educators Health Plan or the Garden State Health Plan if selected by the employee.
3. In the event that the Board of Education withdraws from the New Jersey School Employees Health Benefit Plan, single coverage only shall be provided by the Board of Education for the first two (2) full years of employment.
4. Employees enrolled in the New Jersey School Employees Health Benefit Plan shall continue to contribute towards the cost of health insurance consistent with the amounts set forth in Tier 4 of P.L. 2011, c. 78.
5. Any employee enrolled in the New Jersey Educators Health Plan, or the Garden State Health Plan shall contribute towards the cost of health benefits in accordance with P.L. 2020, c. 44.

B. New Jersey Dental Service Plan

The Board of Education shall continue to provide the Delta Premier/Delta Preferred Enhanced POS program for the employee and dependents, designated as: one party, two party, or three party. The Board of Education agrees to pay for the total yearly premiums for the aforementioned plans.

1. All present and future employees will become eligible for dental benefits on the first day of the month following two (2) full months of continuous full-time employment with a minimum of twenty-eight (28) hours per week.
2. Orthodontic benefits shall be provided under the "Ortho I Rider/Third Party Coverage".
3. Single coverage only shall be provided by the Board of Education for the first two full years of employment.

C. Prescription Plan

The prescription plan as administered by New Jersey School Employees Health Benefit Plan will continue to be in effect for the life of the contract with the following provisions:

1. The co-pay for prescriptions will be as established by the plan administrator.
2. The single employee, family, or parent and child plan will be in effect.
3. Single coverage only shall be provided by the Board of Education for the first two (2) full years of employment.

D. Disability Insurance

The Board of Education shall provide a premium payment to each eligible employee in the amount of \$225 for each year of this contract. Any additional premium costs shall be borne by the employee and shall be deducted in equal semi-monthly payroll deductions. Premium payments for new hires will be pro-rated according to effective enrollment date. Employees may enroll in a disability plan approved by the Board of Education. The Board of Education shall contribute to the premium costs of the disability insurance for part-time employees an amount equal to the employee's percentage of employment. The base number to be used in the calculation shall be the amount indicated in this sub-section.

- E. The Board of Education at its option may change carriers providing health insurance, providing there has been a ninety (90) day notification to the Staff Association prior to a change in carrier or method of administration. This notification will include specifications of benefit levels which shall be equal to or better than the New Jersey School Employees Health Benefit Plan, NJ Direct 15.

- F. The Board of Education guarantees that the health insurance program delivered by any new carrier shall be equal to or better than the plan provided to unit members by the New Jersey School Employees Health Benefit Plan, NJ Direct 15. The standard of reference for determining delivery of "equal or better" program shall be the New Jersey School Employees Health Benefit Plan, NJ Direct 15.
- G. Beginning July 1, 2005, the number of hours required to work in order to receive benefits will increase to twenty-eight (28) hours. All current contracted employees will be legaced.
- H. The partner of an employee in a Domestic Partnership/Civil Union as defined under New Jersey law is eligible for any or all benefits. Proof of partnership must be provided to establish eligibility.

ARTICLE XII
TEMPORARY LEAVES OF ABSENCE

It is recognized that while the following leaves are available when necessary, the typical employee will not expect to take every possible leave day.

Employees shall be entitled to the following accumulative and non-accumulative leaves of absence with full pay each school year:

A. Sick Leave

1. Accumulative

All employees shall be entitled to ten (10) sick leave days each school year, as of the first official day of the school year, whether or not they report for duty on that day. All twelve (12) month contracts entitle an employee to twelve (12) sick leave days. Ten (10) month employees who are employed for the Summer Session will receive sick leave days in accordance with Article VIII, section C-6. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Accumulated Sick Leave

All employees shall be reimbursed for unused sick leave upon retirement, after ten (10) years of service to the district on the following basis: \$60 per day with a cap of \$8,500. A letter of intention to retire must be submitted by December 31 in order to receive accumulated sick day benefits at the end of the retirement year. If notice is not given by that date, the accumulated sick day benefits will be paid at the end of the following year. An exception would be made for a life changing event such as a disability or disability of a spouse, in which case half of the sick pay benefits would be paid in the current year and the remainder the following year.

3. Employees affected by a reduction in force shall be reimbursed for unused sick leave at the agreed upon rate and cap for that year.

4. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

B. Personal Leave Days

Each employee shall receive up to three (3) days for ten (10) month employees and up to four (4) days for twelve (12) month employees. Summer employees shall receive personal leave in accordance with Article VIII, section C-6. Personal leave shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household, or family matters, or observance of religious days.

When used for religious holidays, personal days may be used before or following a holiday or vacation. Notwithstanding anything hereinabove set forth, unused personal days remaining at the conclusion of the school

year shall be converted to sick days. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

Any employee who has unused personal leave at the end of a year may elect to convert up to three (3) of those unused days into a “family illness day” for use the following year. The employee must notify the business department by June 15 of each year if they would like to roll over their unused personal leave days into family illness days. An employee shall not be able to convert unused personal leave days to family illness days if they already have 3 family illness days so that at no point shall an employee have more than three “family illness days” available for use.

C. Legal Proceedings

When appearance before a judicial or administrative body is not part of the job function, an employee shall be granted time off with pay when summoned as a witness in a proceeding to which they are not a named party.

D. Funeral Leave

Absence due to a death in the employee’s immediate family or household shall be allowed with pay up to five (5) days per occurrence. The term “immediate family” shall include spouse, domestic partner, civil union partner, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild, any person for whom the employee is legal guardian, and any other member of the immediate household who is legally related. Domestic partner/civil union partner is equivalent to spouse in all family relationships. Employees shall be granted up to two (2) days in the event of a death of an aunt, uncle, niece or nephew. An employee may request, via the Superintendent (or designee), one (1) day of leave per year including extended school year regardless of 10 or 12 month employment, for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

Funeral leave days (either five (5), two (2), or one (1), depending on the relationship to the deceased) must be taken consecutively and contiguous to either the date of death or the date of the service. The days must be used within 30 days of the death, unless extraordinary circumstances require an extension of that period so as to conform with the intent of this Article.

E. Critical Leave

Up to five (5) days at any one time in the event of critical illness of an employee's spouse, domestic partner/civil union partner, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. “Domestic Partner/Civil Union Partner” is equivalent to “Spouse” in all family relationships. Critical illness is defined as "pertaining to a crisis in an acute illness leading to deterioration." Hospital placement on a critical list will be considered a critical illness.

F. Association Leave

Up to two (2) days per year for official representatives of the Association to attend conferences, workshops, or conventions provided the Association pay the Board of Education the salaries of substitutes needed to cover absence of said representatives. No more than two (2) representatives at any one time shall be granted leave. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment.

G. Miscellaneous

At no time shall building principals/directors approve temporary leaves of absence for more than four (4) staff persons on any one day, or have different staff members on temporary leaves of absence more than

three (3) days in succession except when used for religious holidays. The above refers to four (4) staff persons per Ocean Academy, and four (4) staff persons per Cape May County High School.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. Medical Disability Leave

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee may be granted an extended leave of absence without pay. The Board of Education will not unreasonably deny the request. The Board of Education shall have the right to have the employee examined by a physician of the Board of Education's choosing, at the Board of Education's expense, to ascertain whether the employee is medically disabled. Following any difference of medical opinion between the Board of Education's physician and the employee's physician, the Board of Education may request expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in their job, which opinion shall also be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board of Education. During the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated.

Upon exhaustion of all paid sick leave, medical benefits, as defined in Article XI herein shall be terminated. However, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis provided such reimbursement is allowable under the Master Policy. Employee reimbursement shall commence on the first day of the month following the exhaustion of said paid sick leave benefits, to a maximum of one (1) year, so as to continue group rate premiums. If the employee does not elect to retain said benefits, those medical benefits shall expire according to the Master Policy(s) then in effect.

1. The Board of Education retains the right to place an employee on medical disability leave for any one of the following reasons:
 - a. Whenever the employee's physical condition adversely affects their ability to continue to function effectively in their job.
 - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in their job, and if:
 - 1) the employee fails to produce a certificate from a medical doctor stating that they are medically able to continue in their job; or
 - 2) the Cape May County Special Services School District and Cape May County Technical School District Board of Education's physician certifies that said employee cannot continue in their job; or
 - 3) following any difference of medical opinion between the Board of Education physician and the employee's physician; the Board of Education requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in their job, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board of Education.
2. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent within thirty (30) days from the time the employee knew of the necessity of taking the medical leave. Said request shall indicate the anticipated

date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain with reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to their returning to work, resigning, retiring, or applying for another type of leave.

3. The Board of Education need not grant nor extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
4. The date of requested return from medical disability leave may be adjusted by the Board of Education to commence in January or September or any other natural break in time which the Board of Education deems in keeping with the educational needs of the school.
5. An employee may make application to the Board of Education for a child rearing leave of absence for a period of up to one (1) year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board of Education to commence in January or September or any other natural break time which the Board of Education deems in keeping with the educational needs of the system, and may preclude the one (1) year time period cited above. Said child rearing leave shall be without pay. The School Business Administrator/Board of Education Secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

B. Family Sick Leave

A leave of absence of up to one (1) year without pay may, at the Board of Education's discretion, be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leaves may be granted at the discretion of the Board of Education.

C. Sabbatical Leaves

1. A sabbatical leave may be granted to a certificated employee or teacher/school aide by the Board of Education for study, or for other reasons of value to the school system. For purposes of this section the term "certified" is as defined in Title 18A.
2. Sabbatical leave may be granted subject to the following conditions:
 - a. Applications for sabbaticals shall be submitted by the applicants and acted upon by the Board of Education.
 - b. Requests for sabbaticals shall be submitted in writing to the Superintendent no later than January 31 and acted upon no later than March 15.
 - c. Applicants must be in the sixth (6) consecutive year of service under contract to the Board of Education in order to apply and must apply within the time frame specified in letter b above.
 - d. The applicant receiving a sabbatical will agree in writing to return to the service of the district for a period of two (2) years following the completion of the sabbatical and will execute a promissory note to return all money if the applicant does not return to the district for the two (2) year time period specified above.
 - e. An employee on sabbatical shall receive the following benefits:
 - 1) Medical Benefits to be included:
 - a) Health benefit coverage plan in which employee is enrolled
 - b) Dental Program
 - c) Prescription Plan
 - d) Income protection plan in which employee is enrolled
 - 2) One (1) year's advancement on the negotiated salary guide upon return from sabbatical leave

3) Addition of one (1) year upon return for the purpose of seniority and longevity

In addition to the benefits listed above, an employee on sabbatical for one (1) year shall receive fifty (50) percent of the entitled salary rate; or shall receive one hundred (100) percent of the entitled salary rate for one-half (½) year sabbatical.

- f. No more than two (2) sabbatical leaves may be granted per year.
 - g. The main purpose of a sabbatical leave is to encourage the professional growth of a staff member.
 - h. Decisions to grant sabbatical leaves will be made by the Board of Education based upon each staff member's years of experience in the district, the staff member's goal(s) and objective(s) for using a sabbatical leave, and the contribution that the staff member can make to the district upon return from the sabbatical leave.
- D. Nothing herein contained shall be construed to require the Board of Education to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.
- E. Leaves granted under the article shall count toward increment credit provided an employee has worked sixty (60) percent of the contracted work year before or after the extended leave, including orientation, professional, and NJEA convention days during that work year.
- F. Other leaves of absence without pay may be granted by the Board of Education at its sole discretion.
- G. All provisions of this Article shall be applicable to all part-time employees.

ARTICLE XIV
PROFESSIONAL MEETINGS, WORKSHOPS & CONFERENCES

- A. Board of Education Initiated
- 1. From time to time during the school year staff members may be asked by the Board of Education or any agent thereof, to attend an educational workshop, meeting, or conference that will be beneficial to the staff members and the school district.
 - 2. The Board of Education will reimburse the staff members as permitted by law for all documented expenses decided upon by both parties prior to attendance.
 - 3. If college credits are given at the workshop, conference, or professional meeting such credits may be utilized for horizontal placement on the salary guide, provided however, such credits are recognized by The New Jersey State Board of Education.
- B. Staff Initiated
- 1. Up to three (3) professional days may be granted to each employee for the purpose of professional/technical improvement that may involve visiting other schools or attending meetings, workshops, or conferences of an educational/technical nature with prior approval of the employee's principal/director/coordinator, the Superintendent, and the Board of Education. These days may be used towards an employee's annual professional improvement obligation, if applicable. Every effort will be made to approve reasonable requests, and a reason behind any denial will be included in the event a request is denied.
 - 2. Employees who wish to attend professional/technical meetings, workshops, or conferences designed towards professional/technical improvement or the imparting of professional/technical knowledge to those in attendance shall follow the steps listed below:

- a. Complete the request form for Professional/Technical Improvement Experience found on the district website.
- b. Return the form to the immediate supervisor or principal. If immediate supervisor or principal approves attendance, the supervisor or principal shall then forward it to the Superintendent for consideration. If the Superintendent approves attendance, it shall be forwarded to the Board of Education for consideration. The dates to attend a professional/technical meeting, workshop or conference shall not interfere with any school activities.
- c. The request form shall then be forwarded to the Superintendent of Schools no later than ten (10) working days prior to the next regularly scheduled Board of Education meeting in order to be placed on the agenda for approval by the Cape May County Special Services School District and Cape May County Technical School District Board of Education. Timelines may be waived at the discretion of the Superintendent on a case by case basis.
- d. The staff member planning to attend a professional/technical meeting, workshop, or conference should make arrangements to pay all expenses in advance.
- e. Following approval by the Board of Education and following attendance at the professional/technical meeting, workshop, or conference, a voucher shall be submitted in accordance with the Board of Education timetable for approval by the first Tuesday of every month. Employee shall be reimbursed within two (2) pay periods of Board of Education approval of payment of vouchers.
- f. The Board of Education shall reimburse a staff member one hundred (100) percent for allowable costs permitted by law to attend a professional/technical meeting, workshop, or conference. Employee shall be reimbursed within two (2) pay periods of Board of Education approval of payment of vouchers.
- g. If college credits are given at workshops, conferences, or professional/technical meetings, such credits may be utilized for horizontal advancement on the salary guide, providing however, such credits are recognized by the New Jersey State Board of Education.
- h. To receive credit for horizontal advancement, the employee may only attend a workshop, conference, or professional/technical meeting in their assigned field of employment or a related field, and the workshop, conference, or professional/technical meeting must be approved by the Superintendent before the meeting is attended by the employee. At the close of the workshop, conference, or professional/technical meeting, proof of the credit earned must be submitted to the Superintendent.
- i. Prior approval by the Board of Education is required before any staff member attends a professional/technical meeting, workshop, or conference. Immediate supervisors, principals and the Superintendent are not authorized to approve reimbursement.

ARTICLE XV
EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

1. The Board of Education will reimburse each ten (10) or twelve (12) month contracted employee for tuition only up to the maximum charged for tuition as set by Rowan University and not to exceed six (6) credits for any school year. Tuition reimbursement shall be available for all employees of the bargaining unit after employment of one (1) year based on effective date of employment. A year includes the time between July 1st and June 30th. 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. Beginning in 2010-2011, the Board of Education's total obligation for tuition/credit reimbursement will be \$40,000.
2. Tuition reimbursement may be provided only for a graduate course or degree related to the employee's current or future job responsibilities and a grade of "B" or better 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. A certificated employee may request reimbursement for an undergraduate course that is related to their current job responsibilities, and is subject to the Superintendent's approval. A non-certificated staff member may request reimbursement for an undergraduate course with prior approval by the Superintendent.

3. New Jersey State Department of Education criteria on credits given for college courses shall be used to determine horizontal advancement on the salary guides and reimbursement for college credits when staff members take courses under the provisions of the Article.
 4. By accepting tuition reimbursement, an employee is agreeing that they will continue to work for the Board of Education for at least two (2) years from the date of completion of the course for which the employee was most recently reimbursed. In the event the employee leaves the employ of the District, of their own choice or volition, within two (2) years of the date of completion of the most recent course, the employee shall reimburse the Board of Education 100% of the cost of the two (2) most recently taken courses which were paid for by the Board of Education. In the event the employee leaves the employ of the District, of their own choice or volition, within three (3) years of the date of completion of the most recent course, the employee shall reimburse the Board of Education 50% of the cost of the two (2) most recently taken courses which were paid for by the Board of Education. In the event the employee leaves the employ of the District, of their own choice or volition, within four (4) years of the date of completion of the most recent course, the employee shall reimburse the Board of Education 25% of the cost of two (2) most recently taken courses which were paid for by the Board of Education.
- B. This action is intended to be an encouragement to employees to improve in their field or to meet the requirement for proper certification but it is not to be construed that the Board of Education sponsors the courses taken. This matter is entirely an employee responsibility.
- C. All provisions of this Article shall be applicable to all part-time employees whose work day/year is fifty (50) percent or more of the contractual work day/year of full-time employees.
- D. The contracted employee who is reimbursed for tuition agrees to work one full academic year, or repay one hundred (100) percent of the last most recent course. Exemptions are: major life change or other emergency, a non-renewal, or if employee applied for an in-house position and was turned down in lieu of an out-of-district hire.

ARTICLE XVI

TEACHER EMPLOYMENT

A. Qualifications

It shall be the policy of the Board of Education to employ on the instructional staff, only those persons who hold at least a Bachelor's Degree with an academic major in an appropriate subject, field and an acceptable State Teacher's Certificate. Persons appointed to the administrative and supervisory staff shall hold at least a Master's Degree with majors in the appropriate fields.

B. Certification

1. All instructional personnel shall have teaching certificates, duly recorded with the Superintendent of Schools, that legally qualify them for the work to which they are assigned.
2. All instructional personnel must have a Bachelor's Degree secured in an institution of higher education approved for teacher training by the State certification authority, or all instructional personnel who do not have degrees shall carry on a reasonable program of study toward the attainment of valid undergraduate degrees.

3. All instructional personnel are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations, and travel. (Refer to Article XIV and XV)
 4. Mentor reimbursement procedures are subject to New Jersey State Department of Education regulations.
- C. Each teacher shall be placed on the appropriate step of the salary schedule in accordance with paragraph 1 below:
1. Credit up to the eighth (8th) step of any salary level on the Salary Schedule may be given. In no event shall a new hire be placed higher on the salary guide than a current employee with the same years of experience. Additional credit may not exceed four (4) years for military experience or alternative civilian service required by the Selective Service System. Credit may not exceed two (2) years for Peace Corps., VISTA, or National Teacher Corps. Credit for work and time spent on a Fulbright Scholarship shall be given upon initial employment.
- D. Teachers shall be notified in writing of their contracts and salary status for the ensuing year no later than April 30.
- E. Contracts given to teachers in each of their first four (4) years shall be known as probationary contracts for teachers hired by an action of the Board of Education, on or after August 6, 2012. Either party may terminate the contract upon sixty (60) days' written notice.
- F. Dismissal procedures of teachers under tenure shall be that prescribed by the State.

ARTICLE XVII

VACATIONS

- A. Vacations shall be granted to twelve (12) month employees only and shall be based upon the following:
1. Upon the completion of the first contractual year of continuous employment, July 1st through June 30th, five (5) working days. For the purpose of this Article, “contractual year of continuous employment” shall be defined as a full year from July 1st through June 30th.
 - a. Employees who do not begin employment in the months of July or August will be granted vacation days the July 1st following their date of hire. The amount of vacation days the employee will be entitled to on that date will be calculated as one (1) day for every two (2) months worked, up to a maximum of five (5) working days. Employees shall not receive credit for the “month” unless they start work prior to the sixteenth (16th) of any month.
 2. Upon the completion of the second (2nd) contractual year of continuous employment, employee shall receive ten (10) working days.
 3. Upon completion of the fifth (5th) contractual year of continuous employment, employee shall receive fifteen (15) working days.
 4. Upon completion of the tenth (10th) contractual year of continuous employment, employee shall receive twenty (20) working days.
 5. All vacation time is to be taken in agreement with the employee's immediate supervisor and the Superintendent of Schools.
 6. In the event that two (2) or more employees request the same vacation time, and all other factors are equal pursuant to section 5 above, seniority shall prevail.
 7. In the event that a ten (10) month employee moves to a twelve (12) month position in any job category, previous years will be calculated as set forth in paragraph A, for the purpose of determining vacation entitlement.

8. Where applicable, the last week of vacation for those secretaries entitled to receive three (3) or four (4) weeks' vacation may be taken during the winter session when school is in progress with prior approval from their immediate supervisor and authorization from the Superintendent of Schools and Board of Education. This week of vacation may not be taken at a time when grant proposals, state reports, or monitoring by state officials will be in effect.
9. Up to two (2) days of vacation may be carried over into the next contractual year, but must be used within that contractual year.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

- A. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,
 1. to direct employees of the school district;
 2. to hire, rehire, promote, transfer, assign, or retain employees in positions in the school district, and for just cause to suspend, demote, discharge or take any other disciplinary action against employees;
 3. to maintain efficiency of school district operations entrusted to them;
 4. take whatever actions that may be necessary to accomplish the mission of the school district in situations of emergency.
- B. It is understood by all parties, that under the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or power granted it by law.
- C. Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. They shall be compensated at the established rate of reimbursement per mile as per the OMB circular for the use of their automobile if prior approval is granted by the administration under the following conditions:
 1. Any staff member may transport a pupil in a private vehicle on a temporary basis providing the County Superintendent knows of the situation and the temporary transportation is mentioned in the student's I.E.P. N.J.A.C. § 6A:27-7.6 *“Private vehicles with a capacity of eight or fewer passengers may be used for the transportation of students to and from school-related activities, in accordance with policies and regulations adopted by the responsible transporting authority. The policy shall clearly stipulate procedures under which such transportation shall take place safely, including provisions for appropriate and adequate insurance coverage and approval of activities and drivers.”*
 2. A staff member transporting a pupil on a temporary basis must first secure permission from the Superintendent of Schools to do so. All persons transporting students must have adequate liability insurance. In the event of an accident a staff members own insurance policy constitutes primary coverage and the Special Services School District's insurance provides liability insurance against bodily injury and property damage only. There is no coverage for the staff member's vehicle.
 3. The Board of Education will compensate an employee required to use their car on a regular basis for work purposes for unreimbursed deductibles up to a maximum of \$500 as a result of an accident for which they were not at fault. Any accident must be documented by a police report. The exception would be if the employee did not report to their school building prior to their first visit and subsequent to their last visit.

D. Aides Acting as Substitute Teachers

1. Any aide or assistant media specialist who holds a Cape May County Substitute Teacher Certificate and is called upon to substitute for a professional staff member shall be reimbursed, in addition to their per diem rate, at \$50 per day. The Board of Education will be responsible to pay the substitute certificate fee when it becomes due. Aides acting as a substitute for less than a half or a full day will be compensated for a full day after accumulating six (6) hours. Staff members will be responsible for submitting the time sheet to the principal for signature.

E. 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.

F. Any individual contract between the Board of Education and an individual employee, 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.

G. Copies of this Agreement shall be presented by the Superintendent to all employees now employed or hereafter employed by the Board of Education. The cost of printing and distributing copies of this Agreement will be shared equally by the Board of Education and the Staff Association.

H. The Board of Education agrees to deduct from the salary of each employee who joins, dues for the Special Services School Staff Association, the Cape May County Education Association, the New Jersey Education Association, and the National Educational Association. Said monies shall be transmitted as directed by the employee.

I. Mileage Reimbursement

The Board of Education will reimburse staff members for using their automobiles while conducting school business as per the OMB circular. 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. Employees shall be reimbursed within two (2) pay periods of Board of Education approval of payment of vouchers.

J. Licenses

Costs for maintaining state licensure or other fees shall be borne by the Board of Education as listed:

1. Black Seal license fees for facilities employee
2. Certification fees for Life Saving
3. Substitute Teacher Certificate renewal fee
4. Speech staff

K. The Board of Education and Administration agree there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the school on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

L. Back to School Night: All certificated staff and Teacher Aides shall attend Back to School Night.

M. All non-certificated staff shall provide a minimum of thirty (30) days' notice to the Board of Education prior to leaving the district. The Board of Education shall also provide a minimum of thirty (30) days' notice to all non-certificated staff whom it will no longer employ in the district.

N. The Board shall provide maintenance/custodial employees with an initial a winter work coat, which shall be replaced on an as-needed basis, but not more than every two (2) years unless in the event of an extraordinary

circumstance. In addition, the Board shall reimburse all custodial and maintenance employees up to \$125 per year for work safety shoes which must be approved by the Board. Employees must provide receipt for shoes in order to receive reimbursement.

ARTICLE XIX
JOB SECURITY

- A. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees with ten (10) or more years of service shall be laid off in the inverse order of seniority within a given job classification.
- B. In the event that within two (2) years from the date of their layoff a vacancy occurs in the classification of their last appointment from which they were laid off, the laid off employee with ten (10) or more years of service shall be entitled to recall thereto in the order of their same job classification seniority. Those with less than ten (10) years of service shall have recall rights for the same two (2) year period. Recall order for this group of employees will be at the discretion of the Board of Education.
- C. For the purposes of seniority, part-time employees shall be given yearly service credit pro-rated at their percent of employment.

ARTICLE XX
EXTRA PAY FOR EXTRA DUTIES

- A. School Newsletter Editor \$2,000
- B. Translator/Signer \$23/hour
- C. School Yearbook Coordinator \$2,000
- D. Technology Support \$2,000
- E. School store/supply closet – employee responsible for school store/supply closet shall receive up to 10 hours per year to be paid to the Teacher. Time sheets must be submitted in order to receive payment.
- F. CDL License (for the purposes of transporting students, in positions approved by the Board) \$2,000, but positions must be approved by the Board. This will be in the form of a stipend, not added to base. Will be pro-rated in the event the employee cannot serve a full year.
- G. Coaches (for Unified sports/extracurricular) - \$1,500 stipend per coach. The stipend shall be pro-rated in the event the coach does not perform the duties for the year. The number of coaching stipends filled/approved shall be at the discretion of the Board.

The Board of Education will ensure that Itinerant Service Providers have access to Itinerant Districts’ Wi-Fi networks.

ARTICLE XXI
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII
ASSOCIATION FEES INDEMNIFICATION

A. Indemnification

1. The Association shall indemnify and hold employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the employer in the collection of Association dues or other Association fees.

ARTICLE XXIII
DURATION

The Articles set forth in this Agreement have been approved by the Cape May County Special Services School District and Cape May County Technical School District Board of Education and ratified by the Staff Association of the Special Services School District. The signatures affixed confirm this agreement for three (3) school years beginning July 1, 2023, and continuing through June 30, 2026.

The parties mutually agree that should negotiations for a successor collective bargaining agreement not be completed prior to the expiration of this collective negotiations agreement, unit members shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on the final day of this collective negotiations agreement until such time as a successor agreement is reached.

Movement on the guide shall be interpreted to include a vertical step increase and/or a column differential based on educational credit or degree attainment. Unit members have their salary frozen until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.

Date: April 25, 2023

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

CERTIFICATED STAFF

SCHEDULE A-1

2023-2024

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	66,898	67,898	69,023	70,148	71,273
1	68,298	69,298	70,423	71,548	72,673
2	69,698	70,698	71,823	72,948	74,073
3	71,098	72,098	73,223	74,348	75,473
4	72,498	73,498	74,623	75,748	76,873
5	73,898	74,898	76,023	77,148	78,273
6	75,298	76,298	77,423	78,548	79,673
7	76,698	77,698	78,823	79,948	81,073
8	78,098	79,098	80,223	81,348	82,473
9	79,498	80,498	81,623	82,748	83,873
10	82,368	83,368	84,493	85,618	86,743
11	85,238	86,238	87,363	88,488	89,613
12	88,108	89,108	90,233	91,358	92,483

Certificated Staff will move up one step each year of the contract.

Beginning in the 2012-2013 school year, only new hires with no previous public school teaching experience will be started on Step 0 (zero). New hires with any previous public school teaching experience will be started at Step 1 (one) or above in accordance with Article XVI C.1.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

CERTIFICATED STAFF

SCHEDULE A-2

2024-2025

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	68,003	69,003	70,128	71,253	72,378
1	69,403	70,403	71,528	72,653	73,778
2	70,803	71,803	72,928	74,053	75,178
3	72,203	73,203	74,328	75,453	76,578
4	73,603	74,603	75,728	76,853	77,978
5	75,003	76,003	77,128	78,253	79,378
6	76,403	77,403	78,528	79,653	80,778
7	77,803	78,803	79,928	81,053	82,178
8	79,203	80,203	81,328	82,453	83,578
9	80,603	81,603	82,728	83,853	84,978
10	83,473	84,473	85,598	86,723	87,848
11	86,343	87,343	88,468	89,593	90,718
12	89,213	90,213	91,338	92,463	93,588

Certificated Staff will move up one step each year of the contract.

Beginning in the 2012-2013 school year, only new hires with no previous public school teaching experience will be started on Step 0 (zero). New hires with any previous public school teaching experience will be started at Step 1 (one) or above in accordance with Article XVI C.1.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

CERTIFICATED STAFF

SCHEDULE A-3

2025-2026

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	69,165	70,165	71,290	72,415	73,540
1	70,565	71,565	72,690	73,815	74,940
2	71,965	72,965	74,090	75,215	76,340
3	73,365	74,365	75,490	76,615	77,740
4	74,765	75,765	76,890	78,015	79,140
5	76,165	77,165	78,290	79,415	80,540
6	77,565	78,565	79,690	80,815	81,940
7	78,965	79,965	81,090	82,215	83,340
8	80,365	81,365	82,490	83,615	84,740
9	81,765	82,765	83,890	85,015	86,140
10	84,635	85,635	86,760	87,885	89,010
11	87,505	88,505	89,630	90,755	91,880
12	90,375	91,375	92,500	93,625	94,750

Certificated Staff will move up one step each year of the contract.

Beginning in the 2012-2013 school year, only new hires with no previous public school teaching experience will be started on Step 0 (zero). New hires with any previous public school teaching experience will be started at Step 1 (one) or above in accordance with Article XVI C.1.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

TEACHER / SCHOOL AIDE

SCHEDULE B

(10 & 11 months)

<u>STEP</u>	<u>2023-2024</u>	<u>11 Month</u>	<u>2024-2025</u>	<u>11 Month</u>	<u>2025-2026</u>	<u>11 Month</u>
1	27,655	30,421	28,146	30,961	28,734	31,607
2	27,980	30,778	28,471	31,318	29,059	31,965
3	28,305	31,136	28,796	31,676	29,384	32,322
4	28,630	31,493	29,121	32,033	29,709	32,680
5	28,955	31,851	29,446	32,391	30,034	33,037
6	29,280	32,208	29,771	32,748	30,359	33,395
7	29,680	32,648	30,171	33,188	30,759	33,835
8	30,080	33,088	30,571	33,628	31,159	34,275
9	30,580	33,638	31,071	34,178	31,659	34,825
10	31,455	34,601	31,946	35,141	32,534	35,787
11	32,355	35,591	32,846	36,131	33,434	36,777
12	33,355	36,691	33,846	37,231	34,434	37,877
13	34,455	37,901	34,946	38,441	35,534	39,087
14	35,655	39,221	36,146	39,761	36,734	40,407
15	36,955	40,651	37,446	41,191	38,034	41,837
16	38,745	42,620	39,236	43,160	39,824	43,806
17	40,545	44,600	41,036	45,140	41,624	45,786
18	42,425	46,668	42,916	47,208	43,504	47,854

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

PHYSICAL / OCCUPATIONAL THERAPY ASSISTANT / INTERPRETER

SCHEDULE C

(10 months)

<u>STEP</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	47,878	49,180	50,560
2	48,178	49,480	50,860
3	48,478	49,780	51,160
4	48,778	50,080	51,460
5	49,078	50,380	51,760
6	49,378	50,680	52,060
7	49,678	50,980	52,360
8	49,978	51,280	52,660
9	50,278	51,580	52,960
10	50,578	51,880	53,260

Longevity: \$1,300 after completion of 11 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

GENERAL SECRETARY-ATTENDANCE/REALTIME

SCHEDULE D

(12 months)

<u>STEP</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	40,963	41,895	43,028
2	41,306	42,238	43,371
3	41,664	42,596	43,729
4	42,082	43,014	44,147
5	42,451	43,383	44,516
6	42,821	43,753	44,886
7	43,239	44,171	45,304
8	43,657	44,589	45,722
9	44,100	45,032	46,165
10	44,919	45,851	46,984
11	45,738	46,670	47,803
12	46,557	47,489	48,622

Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

GENERAL SECRETARY/BOOKKEEPER-SECRETARY

SCHEDULE E

(12 months)

<u>STEP</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	38,463	39,395	40,528
2	38,806	39,738	40,871
3	39,164	40,096	41,229
4	39,582	40,514	41,647
5	39,951	40,883	42,016
6	40,321	41,253	42,386
7	40,739	41,671	42,804
8	41,157	42,089	43,222
9	41,600	42,532	43,665
10	42,419	43,351	44,484
11	43,238	44,170	45,303
12	44,057	44,989	46,122

General Secretary/Bookkeeper-Secretary will move up one step each year of the contract. Note: 10 month secretaries will be pro-rated off the 12 month guide.

Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

CUSTODIAL WORKER

SCHEDULE F

(12 months)

<u>STEP</u>	<u>2023-2024</u>	<u>BLACK SEAL</u>	<u>2024-2025</u>	<u>BLACK SEAL</u>	<u>2025-2026</u>	<u>BLACK SEAL</u>
1	39,880	42,880	41,144	44,144	42,451	45,451
2	40,180	43,180	41,444	44,444	42,751	45,751
3	40,480	43,480	41,744	44,744	43,051	46,051
4	40,780	43,780	42,044	45,044	43,351	46,351
5	41,080	44,080	42,344	45,344	43,651	46,651
6	41,380	44,380	42,644	45,644	43,951	46,951
7	41,680	44,680	42,944	45,944	44,251	47,251
8	41,980	44,980	43,244	46,244	44,551	47,551
9	42,280	45,280	43,544	46,544	44,851	47,851
10	42,660	45,660	43,924	46,924	45,231	48,231
11	43,160	46,160	44,424	47,424	45,731	48,731
12	43,905	46,905	45,169	48,169	46,476	49,476

Custodial Worker will move up one step each year of the contract.

Longevity: \$950 after completion of 8 years; an additional \$200 (total of \$1,150) after completion of 11 years of service in the district for employees hired after 7/1/97. Employees hired before 9/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
MAINTENANCE MECHANIC

SCHEDULE G

(12 months)

<u>STEP</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
1	66,289	68,541	70,902
2	66,589	68,841	71,202
3	66,889	69,141	71,502
4	67,189	69,441	71,802
5	67,489	69,741	72,102
6	67,789	70,041	72,402
7	68,089	70,341	72,702
8	68,389	70,641	73,002
9	68,689	70,941	73,302
10	68,989	71,241	73,602
11	69,289	71,541	73,902

Maintenance Mechanic will move up one step each year of the contract.

Longevity: \$1,100 after completion of 12 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are legacied and will receive longevity defined as years of experience granted at hire plus years of service in the district. Employees hired on or after October 1, 2014, will not be eligible for longevity.

CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT

GRIEVANCE FORM

Grievant's Name: _____

Work Location: _____

Appropriately Certified Administrative Person: _____

Date of Occurrence of Alleged Violation(s): _____

STEP I Date of Verbal Discussion: _____
(within 15 working days of alleged violations(s))

Description of Violations: _____

Remedy/Remedies Sought: _____

I am not satisfied with the outcome of STEP I and wish to proceed to STEP II

Grievant's Signature: _____ Date: _____
(within 5 working days of verbal discussion)

STEP II Date Received: _____ Date Answered: _____
(within 7 working days)

Disposition: _____ Denied: _____ Granted: _____

Reason: _____

(Appropriately certified administrative person's signature)

I am not satisfied with the outcome of STEP II and wish to proceed to STEP III

Grievant's Signature: _____ Date: _____
(within 5 working days of date received)

STEP III Date Received: _____ Date Answered: _____
(within 5 working days)

Disposition: _____ Denied: _____ Granted: _____

Reason: _____

I am not satisfied with the outcome of STEP III and wish to proceed to STEP IV

Grievant's Signature: _____ Date: _____
(within 5 working days of date received)

STEP IV Date Received: _____ Board of Education Hearing Date: _____
(within 35 calendar days)

Date Answered: _____
(within 10 working days of hearing)

Disposition: _____ Denied: _____ Granted: _____

Reason: _____

Signature/Grievance Committee Chairperson: _____ Date: _____

The Grievant is not satisfied with the outcome of STEP IV and the Association wishes to proceed to arbitration
(within 10 working days)

Signature/Assoc. President or Designee: _____ Date: _____