

AGREEMENT

between

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

and

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

July 1, 2020

through

June 30, 2023

TABLE OF CONTENTS

<u>Article I</u>	Recognition	1
<u>Article II</u>	Negotiation of Successor Agreement.....	1
<u>Article III</u>	Association Rights and Privileges	1
<u>Article IV</u>	Employee Rights and Privileges	2
<u>Article V</u>	Grievance Procedure.....	2
<u>Article VI</u>	Vacancies, Transfers and Reassignments	4
<u>Article VII</u>	Salaries	5
<u>Article VIII</u>	Work Year	6
<u>Article IX</u>	Work Day - Work Week – Overtime	7
<u>Article X</u>	Evaluation Procedures	8
<u>Article XI</u>	Health Benefits	9
<u>Article XII</u>	Temporary Leaves of Absence	11
<u>Article XIII</u>	Extended Leaves of Absence.....	12
<u>Article XIV</u>	Professional Meetings, Workshops & Conferences.....	15
<u>Article XV</u>	Educational Improvement.....	16
<u>Article XVI</u>	Teacher Employment.....	17
<u>Article XVII</u>	Vacations	17
<u>Article XVIII</u>	Miscellaneous Provisions	18
<u>Article XIX</u>	Job Security	20
<u>Article XX</u>	Extra Pay for Extra Duties.....	20
<u>Article XXI</u>	Fully Bargained Provisions	20
<u>Article XXII</u>	Association Fees Indemnification.....	21
<u>Article XXIII</u>	Duration.....	21
<u>Salary Guide A1</u>	Certificated Staff 2020 – 2021.....	22
<u>Salary Guide A2</u>	Certificated Staff 2021 – 2022.....	23
<u>Salary Guide A3</u>	Certificated Staff 2022 – 2023.....	24
<u>Salary Guide B</u>	Teacher/School Aide	25
<u>Salary Guide C</u>	Physical/Occupational Therapy Assistant/Interpreter	26
<u>Salary Guide D</u>	Administrative Secretary	27
<u>Salary Guide E</u>	General Secretary/Bookkeeper-Secretary	28
<u>Salary Guide F</u>	Custodial Worker.....	29
<u>Salary Guide G</u>	Maintenance Mechanic.....	30
<u>Appendix A</u>	Grievance Form	31

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 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, he or she 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 he or she 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, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his or her position, employment, or the salary or any increments pertaining thereto, then he or she shall be given twenty-four (24) 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 him or her during such meeting or interview.
- 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 his or her 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, he or she 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 his or her 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, he or she shall set forth his or her 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 his or her 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 twenty-four (24) hours shall be given.
- 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 - Administrative Secretary
 - 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.

- 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 his or her 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.
- 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 rules prescribed by him. 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 him in his place and with his 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."

*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. 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 he/she 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.

C. 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 \$45.00 per hour. The summer salary for a non-certificated position shall be \$22.00 per hour. The summer salary for COTA, PTA, and Educational Sign Language Interpreter positions shall be \$30.00 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. Where no specific category and/or certification are required, seniority shall prevail.
6. 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.
7. 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, 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, he or she 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 (½) 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 his or her 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.

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 his or her 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 his or her personnel file. An employee shall be permitted to have reproduced all materials in his or her 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 his or her 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 his or her personnel file unless the employee has had an opportunity to review such material by affixing his or her 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. New Jersey School Employees Health Benefit Plan

1. Health benefits are provided by the New Jersey School Employees Health Benefit Plan. Effective 7/1/17, all eligible employees will 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, he/she 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. 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.
3. All employees shall continue to contribute towards the cost of health insurance consistent with the amounts set forth in Tier 4 of P.L. 2011, Chapter 78.

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 grandfathered.

- 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.

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 he or she is 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.

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 his or her 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 his or her ability to continue to function effectively in his or her job.
 - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in his or her job, and if:
 - 1) the employee fails to produce a certificate from a medical doctor stating that he or she is medically able to continue in his or her 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 his or her 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 his or her 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 his or her 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. The approval shall not be arbitrarily withheld.
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 in order to secure permission to attend. Permission shall be granted, pending Board of Education approval, if the dates to attend a professional/technical meeting do 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 sixty (60) 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 his or her 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 his/her 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 he/she 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 course two (2) most recently taken and 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.

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 his or her principal or immediate supervisor. He or she shall be compensated at the established rate of reimbursement per mile as per the OMB circular for the use of his or her 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 his or her 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
- 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.

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 his or her layoff a vacancy occurs in the classification of his or her last appointment from which he or she was laid off, the laid off employee with ten (10) or more years of service shall be entitled to recall thereto in the order of his or her 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 \$18.00/hour
- C. School Yearbook Coordinator \$2,000
- D. Technology Support \$1,800

The Board of Education will ensure that Itinerant Service Providers have access to Itinerant Districts' WiFi 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, 2020, and continuing through June 30, 2023.

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: May 26, 2020


Cape May County Special Services
Staff Association

Cape May County Special Services and
Cape May County Technical School District
Board of Education


Kenneth W. Bassett, President


Alan I. Gould, President


Rachel J. Krementz, Vice President


Kathleen M. Allen, Secretary

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES

CERTIFICATED STAFF

SCHEDULE A-1

2020-2021

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	63,319	64,319	65,444	66,569	67,694
1	64,719	65,719	66,844	67,969	69,094
2	66,119	67,119	68,244	69,369	70,494
3	67,519	68,519	69,644	70,769	71,894
4	68,919	69,919	71,044	72,169	73,294
5	70,319	71,319	72,444	73,569	74,694
6	71,719	72,719	73,844	74,969	76,094
7	73,119	74,119	75,244	76,369	77,494
8	74,519	75,519	76,644	77,769	78,894
9	75,919	76,919	78,044	79,169	80,294
10	78,789	79,789	80,914	82,039	83,164
11	81,659	82,659	83,784	84,909	86,034
12	84,529	85,529	86,654	87,779	88,904

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 grandfathered 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

2021-2022

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	64,542	65,542	66,667	67,792	68,917
1	65,942	66,942	68,067	69,192	70,317
2	67,342	68,342	69,467	70,592	71,717
3	68,742	69,742	70,867	71,992	73,117
4	70,142	71,142	72,267	73,392	74,517
5	71,542	72,542	73,667	74,792	75,917
6	72,942	73,942	75,067	76,192	77,317
7	74,342	75,342	76,467	77,592	78,717
8	75,742	76,742	77,867	78,992	80,117
9	77,142	78,142	79,267	80,392	81,517
10	80,012	81,012	82,137	83,262	84,387
11	82,882	83,882	85,007	86,132	87,257
12	85,752	86,752	87,877	89,002	90,127

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 grandfathered 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

2022-2023

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
0	65,830	66,830	67,955	69,080	70,205
1	67,230	68,230	69,355	70,480	71,605
2	68,630	69,630	70,755	71,880	73,005
3	70,030	71,030	72,155	73,280	74,405
4	71,430	72,430	73,555	74,680	75,805
5	72,830	73,830	74,955	76,080	77,205
6	74,230	75,230	76,355	77,480	78,605
7	75,630	76,630	77,755	78,880	80,005
8	77,030	78,030	79,155	80,280	81,405
9	78,430	79,430	80,555	81,680	82,805
10	81,300	82,300	83,425	84,550	85,675
11	84,170	85,170	86,295	87,420	88,545
12	87,040	88,040	89,165	90,290	91,415

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 grandfathered 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 months)

<u>STEP</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
1	26,392	26,794	27,153
2	26,717	27,119	27,478
3	27,042	27,444	27,803
4	27,367	27,769	28,128
5	27,692	28,094	28,453
6	28,017	28,419	28,778
7	28,417	28,819	29,178
8	28,817	29,219	29,578
9	29,317	29,719	30,078
10	30,192	30,594	30,953
11	31,092	31,494	31,853
12	32,092	32,494	32,853
13	33,192	33,594	33,953
14	34,392	34,794	35,153
15	35,692	36,094	36,453
16	37,482	37,884	38,243
17	39,282	39,684	40,043
18	41,162	41,564	41,923

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 grandfathered 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>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
1	44,318	45,452	46,626
2	44,618	45,752	46,926
3	44,918	46,052	47,226
4	45,218	46,352	47,526
5	45,518	46,652	47,826
6	45,818	46,952	48,126
7	46,118	47,252	48,426
8	46,418	47,552	48,726
9	46,718	47,852	49,026
10	47,018	48,152	49,326
Off 3	53,984	55,118	56,292

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 grandfathered 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

ADMINISTRATIVE SECRETARY

SCHEDULE D

(12 months)

<u>STEP</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
1	51,141	52,721	54,347
2	51,441	53,021	54,647
3	51,741	53,321	54,947
4	52,041	53,621	55,247
5	52,341	53,921	55,547
6	52,641	54,221	55,847
7	52,941	54,521	56,147
8	53,241	54,821	56,447
9	53,541	55,121	56,747

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 grandfathered 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>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
1	34,946	35,747	36,547
2	35,289	36,090	36,890
3	35,647	36,448	37,248
4	36,065	36,866	37,666
5	36,434	37,235	38,035
6	36,804	37,605	38,405
7	37,222	38,023	38,823
8	37,640	38,441	39,241
9	38,083	38,884	39,684
10	38,902	39,703	40,503
11	39,721	40,522	41,322
12	40,540	41,341	42,141

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 grandfathered 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>2020-2021</u>	<u>BLACK SEAL</u>	<u>2021-2022</u>	<u>BLACK SEAL</u>	<u>2022-2023</u>	<u>BLACK SEAL</u>
1	36,656	39,656	37,690	40,690	38,744	41,744
2	36,956	39,956	37,990	40,990	39,044	42,044
3	37,256	40,256	38,290	41,290	39,344	42,344
4	37,556	40,556	38,590	41,590	39,644	42,644
5	37,856	40,856	38,890	41,890	39,944	42,944
6	38,156	41,156	39,190	42,190	40,244	43,244
7	38,456	41,456	39,490	42,490	40,544	43,544
8	38,756	41,756	39,790	42,790	40,844	43,844
9	39,056	42,056	40,090	43,090	41,144	44,144
10	39,436	42,436	40,470	43,470	41,524	44,524
11	39,936	42,936	40,970	43,970	42,024	45,024
12	40,681	43,681	41,715	44,715	42,769	45,769

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 grandfathered 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>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
1	60,317	62,185	64,108
2	60,617	62,485	64,408
3	60,917	62,785	64,708
4	61,217	63,085	65,008
5	61,517	63,385	65,308
6	61,817	63,685	65,608
7	62,117	63,985	65,908
8	62,417	64,285	66,208
9	62,717	64,585	66,508
10	63,017	64,885	66,808
11	63,317	65,185	67,108

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 grandfathered 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: _____