

AGREEMENT
BETWEEN
THE CAPE MAY CITY EDUCATION ASSOCIATION
AND
THE CAPE MAY CITY BOARD OF EDUCATION

2005-2006

2006-2007

2007-2008

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PREAMBLE

This Agreement is entered into this 1st day of July, 2005, by and between the Board of Education of the City of Cape May, New Jersey; hereinafter called the Board, and the Cape May City Education Association, hereinafter called the Association.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cape May City School District is their mutual aim; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY ACKNOWLEDGED AS FOLLOWS:

ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this agreement as the exclusive representative for purposes of collective negotiations, concerning the terms and conditions of employment for the employees as set forth in Appendix A, attached hereto and made a part hereof.
- B. All other positions established or to be established by the Board, not specifically enumerated above, are excluded from the negotiation unit, unless agreed to by the parties or determined by the Public Employment Relations Commission to be included within the unit.
- C. Unless otherwise indicated, the term “teachers” when used hereinafter in this Agreement shall refer to all certified professional employees represented by the Association.
- D. Should the unit be modified in accordance with “B” above, negotiations will take place between the parties as to the terms and condition of employment of any new unit positions.

ARTICLE 2
NEGOTIATION PROCEDURES

- A. Negotiations shall commence in accordance with NJAC 19: 12-21 (B) no later than 120 days prior to the public employer’s required budget submission date.
- B. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.
- C. Neither party in any negotiations shall have any control over the selections of the negotiating representatives of the other part.

ARTICLE 3
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

“Grievance” is a claim by a teacher or the Association based upon the interpretation, application or violation of the Agreement, Board policies or Administrative decisions affecting terms and conditions of employment.

2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

3. Party of Interest

A “party of interest” is the grievant(s) or association making the claim and any person, including the grievant(s), association, board or its agent who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, resolution to differences concerning the rights of the parties regarding the terms and conditions of employment of teachers as will be defined by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

ARTICLE 3 – GRIEVANCE PROCEDURE – (CONTINUED)

2. Year-End Grievances

In the event a grievance is filed at such time 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 a 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.

3. Waiver of Grievances

Any grievance shall be deemed waived unless it is submitted in writing under the terms of C.4.b. below within twenty (20) school days after the aggrieved party(ies) knew or should have known of the event or conditions on which it is based.

4. Level One – Chief School Administrator

- a. Any teacher or group of teachers who has a grievance shall discuss it first with the Chief School Administrator in an attempt to resolve this matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher, the teacher shall, within five (5) school days of the informal discussion, set forth his grievance in writing to the Chief School Administrator. The Chief School Administrator shall communicate his decision to the teacher in writing within ten (10) school days after the Chief School Administrator's receipt of said complaint.

5. Level Two – Board of Education

If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education within ten (10) school days after receipt of the Chief School Administrator's communication. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within ten (10) school days.

ARTICLE 3 – GRIEVANCE PROCEDURE – (CONTINUED)

6. Level Three - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education and the grievance alleges a violation of the terms of this Agreement, only then he may, within ten (10) school days after the decision by the Board of Education or fifteen (15) school days after the decision was delivered to the Board of Education, request in writing that the Association submit the grievance to arbitration within ten (10) school days after receipt of the request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrations may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final and binding.
- d. The cost for services of the arbitrator, including per diem expenses, if any, and actual or necessary travel, subsistence expenses and the cost of the hearing room shall be born equally by the Board and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its view at all stages of the grievance procedure.

ARTICLE 3 – GRIEVANCE PROCEDURE – (CONTINUED)

2. Reprisals

Both parties understand and agree that reprisals of any kind are not permitted and shall not be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievances

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievances through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decision

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

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

4. Forms

Forms for filing grievances will be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article, subject to the applicable provisions of the Open Public Meetings Act.

ARTICLE 4
TEACHERS' RIGHTS

- A. No teacher shall be disciplined or reduced in rank or compensation without just cause. For purposes of this clause, non-renewal of a non-tenured teacher, withholding of an increment, or the substance of a negative evaluation shall not constitute a discharge, disciplinary action, or reduction in rank or compensation.
- B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. The Board and the Association agree that no teacher be required under any circumstances to transport a student in a private automobile.
- D. The Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided they abide by Board policy.
- B. Cape May City Education Association and its officers may use the building at any time when available and upon notification of an administrator. If an administrator is unavailable, the Association shall notify one of the school secretaries.
- C. The Association shall have exclusive use of a bulletin board in the faculty lounge in the building. Copies of all materials to be posted on such bulletin board shall be subject to review by the Chief School Administrator.
- D. The Association may use the school mail boxes in a reasonable manner with the permission of the Chief School Administrator.
- E. Material addressed to the building representatives, by name, received in the building will be placed in their mail boxes unopened.
- F. The President of the Association or his representative shall enjoy freedom to enter and leave the building on Association business at reasonable times when school is in session and if not otherwise assigned.

ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES - CONTINUED

- G. The Association shall have the privilege to use facilities and equipment. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for the reasonable cost(s) of repair(s) of such equipment damaged through misuse or accident, excluding normal wear and tear.
- H. The Association hereby reserves unto itself all powers and rights vested and conferred upon it by the rules, regulations, laws and the Constitution of the United States of America, and the Constitution of the State of New Jersey.

ARTICLE 6 SCHOOL CALENDAR

- A. Prior to April 1 of each year the Association shall meet with the Chief School Administrator and submit its recommendations for the calendar for the ensuing year.
- B. The number of teaching workdays during the school calendar as adopted shall not exceed 185, consisting of 181 actual teaching days plus four (4) days for: orientation, one (1); NJEA, two (2); workshop/in-service, one (1).
- C. All new non-tenured teaching staff members shall work four (4) additional Preparation Days prior to Staff Orientation Day, but not earlier than August 20th. All non-tenured staff members who have completed one year of teaching in the District shall work two (2) additional Preparation Days prior to Staff Orientation Day, but not earlier than August 20th.

ARTICLE 7 SALARIES

- A. Salary rates and related salary provisions are in Appendix “A” which shall be considered part of this Agreement and attached hereto.

ARTICLE 7 – SALARIES – CONTINUED

B. Pay Procedures

1. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) bi-weekly installments. Payments shall be made every other Friday.
2. Direct Deposit and Credit Union Deductions
 - a. All teachers shall be paid by direct deposit.
 - b. The Board will provide each teacher the option of having a credit union payroll deduction. This service will be provided at no cost to the teacher.
3. When pay-day falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June.
5. In order to be eligible to receive an increment, a teacher must have worked or been on approved paid leaves of absence under the terms of this contract at least one-half of the school year, plus one day. Days used for sick leave, personal days, sabbatical leave, and other approved paid leaves of absence shall be counted as days worked.

ARTICLE 8 TEACHER ASSIGNMENT AND TRANSFER

- A. Teachers shall be notified of their employment and salary status for the ensuing year no later than May 15. Ethically, the Association, when notified by a teacher, will inform the Board of Education of teachers not returning by May 15.
- B. Teachers shall be given written notice of their tentative assignments not later than June 1.
- C. As soon as possible, all teachers shall be notified of vacancies and vacancies will be posted in the central office plus the staff lounge. When school is not in session (i.e. summer break), teachers shall be notified by mail.
- D. A reassignment or transfer of a teacher will take place only after a meeting between the teacher involved and the Chief School Administrator. At said meeting, the teacher will be notified of the reason(s) for a reassignment or transfer. The teacher may have an Association representative present if he/she elects to do so.

ARTICLE 9
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
 - 1. Teachers shall be given a copy of any class visitation or evaluation report no later than eight (8) school days after the class visitation. Within five (5) school days after receipt of the evaluation, teachers shall make an appointment through the school secretary to meet with the evaluator to discuss the evaluation. No teacher shall be required to sign a blank or incomplete form. A signature indicates receipt of said evaluation and not agreement with it.
 - 2. Teaching staff members shall have the right to file a rebuttal to any evaluation within ten (10) school days, and said rebuttal shall be signed by the teacher and attached to the teacher's evaluation in his personnel file.
 - 3. Tenured teachers shall be observed at least once a year and non-tenured teachers at least three times a year.
- B. Complaints of a serious nature or those made against a teacher concerning the regular performance of his/her instructional duties shall be received in writing. A copy of a written complaint received by the Chief School Administrator will be given to the teacher to be able to respond, rebut or have a representative available at any meetings concerning said complaint.
- C. The Board agrees to abide by such procedures contained within the rules, regulations and State statutes concerning tenured and non-tenured teacher evaluation, withholding of increments and non-renewal.
- D. Teachers have the right to review non-confidential material in their personnel file by making an appointment with the Chief School Administrator. Confidential material is defined as letters of reference and other similar documents which shall not be used in any disciplinary action. The teacher shall have the right to have a representative present during the teacher's inspection of his/her file. The teacher shall have the right to make a copy of any material within the file at the cost of .15 for each copy after having been given one free copy at any prior time.

ARTICLE 10
SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. All full-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All part time employees shall be entitled to a pro-rated number of sick days.

B. Temporary Leaves of Absence

All full-time employees shall be entitled to three (3) personal leave days within each school year, provided that a formal written request is initiated. Said request shall be approved by the Chief School Administrator, and shall have been submitted at least five (5) days prior to the date requested except in emergency. A copy of each request shall be filed with the Chief School Administrator. Except in emergency, personal leave shall not be granted at the beginning or end of the school year, or immediately prior to or after any scheduled vacation period or a school holiday. Unused personal leave days shall be added, on a yearly basis, to the teacher's accumulative individual sick leave bank.

- C. In case of absence for bereavement on account of the death of an employee's spouse, parent, child, grandchild, brother or sister, full salary shall be paid for a period of up to five (5) consecutive school days. This provision shall also apply in case of death of another member of the employee's immediate household.
- D. One day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunts, uncles, nieces, nephews, first cousin or any in-law or close friend not covered by the proceeding paragraph.
- E. Five (5) days absence without loss of pay shall be allowed for serious illness in immediate family. All unused family sick days shall not be accumulated. "Immediate family" is defined as father, mother, spouse, child, brother, sister or any dependent member of the immediate household.
- F. All requests for permission to be absent for reasons other than illness must be made in writing by the teacher to the Chief School Administrator, including specific time required and the reason for absence.

ARTICLE 10 – SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE - CONTINUED

- G. Upon retirement, as defined as applying for, qualifying for and receiving payments under the Teachers' Pension and Annuity Fund, resignation or RIF from employment with the Cape May City School District, an employee who has been employed in the school district for twelve (12) years, shall be paid \$100.00 per day for unused accumulated sick leave days the employee has accumulated while employed in the Cape May City School District, to the date his/her employment terminates, to a maximum of \$15,000.00. In the event the employee dies prior to the receipt of said payment the Board shall make the payment to the deceased's estate.

ARTICLE 11
EXTENDED LEAVES OF ABSENCE

A. Sabbatical Leave

1. Any teacher who has served continuously in Cape May City Public School for a period of at least seven (7) years may, on the recommendation of the Chief School Administrator and the approval of the Board, be granted sabbatical leave of absence not exceeding one (1) year for the following purpose:
 - a. approved study
 - b. approved travel
2. While on sabbatical leave, a teacher shall receive full salary if the sabbatical leave is for one-half year or 50% salary if the sabbatical leave is for a full year. Requests for leave of absence shall be made before January 1 of the school year previous to the school year for which leave of absence is requested and the Board shall act upon the request by April 1.
3. Teachers on sabbatical shall receive their paychecks on the same payment schedule as the rest of the teaching staff.
4. To the extent permitted by law a teacher absent on sabbatical leave shall be eligible to participate in the employee benefit programs on the same basis as a teacher not absent on leave.
5. A teacher returning from sabbatical leave shall be placed on the step of the schedule he/she would have attained had he/she remained in the school system.
6. Any teacher who has been granted a sabbatical leave shall be obligated to return to employment in the Cape May City School District for a minimum of one school year following completion of the sabbatical leave.

ARTICLE 11 – EXTENDED LEAVES OF ABSENCE - CONTINUED

7. Any teacher granted a sabbatical leave shall sign a promissory note to reimburse Cape May City Board of Education for pay received should he/she not return to work for the year following the leave. In the event the employee dies or is totally disabled as defined by TPAF, the employee or the employee's estate shall not be obligated to reimburse the Cape May City Board of Education.

B. Medical Disability Leave

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay for up to one year as may be required. If the employee has sick days on the books, he/she shall indicate the number of these accumulated sick days to be used prior to beginning their extended leave of absence. During the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical absence leave, the Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.
 - a. The Board retains the right to place a teacher on medical leave for any one of the following reasons:
 - (1) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction;
 - (2) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
 - (i) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
 - (ii) the Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or

ARTICLE 11 – EXTENDED LEAVES OF ABSENCE - CONTINUED

- (iii) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case (a medical society) shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
- 2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the leave. However, in the event ninety (90) days advance notice is not possible, the teacher shall file a written request with the Administrator for such leave within seven (7) calendar days after the teacher knew of the need for the medical disability leave. Said request shall indicate the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written requests shall indicate the plans of the teacher upon termination of the medical disability leave as to their returning to work, resigning, retiring or applying for another type of leave.

The commencement date of a disability leave may be adjusted by up to thirty calendar days after consideration of the teacher's need(s), students' needs, and administrative feasibility. A medical disability leave's termination date may be adjusted so that return to work coincides with a marking period break.

No tenured or non-tenured teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that is, the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph B-1-b-(iii), of this Article.

ARTICLE 11 – EXTENDED LEAVES OF ABSENCE - CONTINUED

C. Child Rearing Leave

A teacher shall be entitled to an unpaid leave of absence for child rearing purposes for the balance of the year in which the child is born or adopted and, if desired, for the entire following school year. Return to active employment is preferred in September of the new school year, or at any natural break in the school year, with Board approval.

A written request for such child rearing leave must be submitted to the Administrator at least ninety (90) calendar days prior to the anticipated commencement date of the unpaid leave, if possible and must include the termination date of the leave. In the event ninety (90) days prior notice is not possible, the teacher shall request such leave in writing to the Superintendent as soon as possible and shall alert the Superintendent, in writing, of the probable need for such leave.

D. Miscellaneous Provisions

1. Other leaves of absence without pay may be granted by the Board for good reason.
2. A teacher shall not receive increment credit for time spent on a leave pursuant to Sections C. and D. of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the Chief School Administrator. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulative sick leave, shall be restored to him upon his return and every effort shall be made to assign the same position which he held at the time said leave commenced. All extensions or renewals of leaves shall be applied for in writing. If the Board approves such application, the teacher shall be notified in writing.
3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
4. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher 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 teacher who would not have been offered such a contract in the absence of this provision.
5. The Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.

ARTICLE 12
PROTECTION OF TEACHERS, STUDENTS & PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions.

B. Assault

1. Legal Assistance

The Board shall give full legal assistance for any physical assault upon the teacher while acting in the correct discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary less workmen's compensation and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

C. Reporting Assaults

Teachers shall immediately report in writing, cases of assault suffered by them in connection with their employment to their Chief School Administrator or other immediate superior.

D. The Board shall reimburse employees for the reasonable cost, up to \$500.00, of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

E. The Board shall protect employees through appropriate insurance against loss for the cost of psychological, medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE 13
BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of Cape May City, New Jersey, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:
1. To the executive management and administrative control of the school system and its properties, and its facilities.
 2. To hire and dismiss all employees and subject to the provisions of law to determine their qualifications and to promote and transfer employees.
 3. To establish policies regarding grading systems and courses of instruction, including special programs.
 4. To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine schedules and the hours of instruction.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the implementation thereof shall be limited by the specific and express terms of this Agreement and the rules, regulations and Statutes of the State of New Jersey.

ARTICLE 14
INSURANCE PROTECTION

A. Full Health Coverage

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family insurance coverage under the New Jersey State Health Benefits Plan.

- B. The Board will provide, at no cost to the employee, a prescription plan.

ARTICLE 14 – INSURANCE PROTECTION - CONTINUED

C. Dental Plan

The Board will provide, at no cost to the employee, a dental plan as outlined below, or comparable, for employees and their dependents, as recognized under the Delta III-A Dental Plan.

Basic Coverage – Prevention & Diagnostic (X-Ray & Cleaning)	Plan covers 100%
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Remainder of work (fillings)	Plan covers 70% Member pays 30%
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Prosthodontics (dentures)	Plan covers 50% Member pays 50%
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There is no deductible

The maximum coverage for each member for 1 calendar year is \$1,000.00.

Any employee hired on or after July 1, 2001, who is otherwise eligible for insurance, shall be covered by Board-paid dental insurance at the single enrollment level for the first three (3) years of employment. Any teacher who comes to the District directly from another school district and who has at least three (3) years of teaching experience at the time of hire shall be enrolled at the appropriate enrollment level at Board cost consistent with all other teachers on staff before the date of mutual ratification of the 2001-2004 Agreement notwithstanding the language contained in the foregoing sentence.

ARTICLE 15
PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, providing said activities do not violate any local, state or federal law.

ARTICLE 16
EXTRA DUTY

- A. In recognition of extra responsibilities incurred for the following activities, those teachers appointed shall receive an annual stipend of \$550 with the exception of Athletic Programs. For Board approved activities related to the Athletic Programs after school hours, \$550 per semester will be paid to a maximum of \$1,100. The following is a list of Board approved activities:

Student council
Safety patrol
Newspaper
Volunteer coordinators
Curriculum members
Athletic programs after school
After school chorus
World Language
Homework Club
Any other approved after school club

- B. Extra instruction (homebound or tutoring). Teachers shall be paid \$30.00 per hour.

ARTICLE 17
TEACHING HOURS/TEACHING LOAD

A. Teacher Day

1. Arrival and Dismissal Times

No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day (6 hours, 30 minutes) and they shall be permitted to leave twenty (20) minutes after the end of the pupils' school day, Monday through Thursday. On Fridays, or on days preceding holidays or vacations, the teachers' day shall end five (5) minutes after the end of the pupils' day. The days preceding the Thanksgiving, Christmas and Easter holidays will be early dismissal days.

2. The Board will guarantee a minimum of 240 minutes of preparation time per week for intermediate grade teachers only and 200 minutes of preparation time per week for all other teachers provided that specialists are available to take over their class in accordance with the schedule. In the event a specialist is unavailable the Board will make a good faith attempt to get a substitute. When a substitute is not available, compensatory time shall be granted at the discretion of the administrator.

ARTICLE 17 – TEACHING HOURS/TEACHING LOAD - CONTINUED

3. Teachers will have a forty (40) minute lunch period.
4. In order to maintain equity, teachers assigned to serve cafeteria duty shall be randomly selected to serve on a rotating basis.

Teachers who serve lunch duty shall receive their duty free lunch period of forty (40) minutes.

5. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods so long as they make their absence and return known to the main office, plus sign in and out when leaving and returning.
6. Eight (8) times per year, extended faculty meeting will be called within forty-eight (48) hours notice given with an established written agenda. Said meetings will commence at 3:05 pm and extend not later than 3:45 pm. Faculty meetings shall not be called on Fridays or any day immediately preceding a vacation unless an emergency arises.

ARTICLE 18

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Reimbursement Plan

1. To encourage professional staff members to pursue a graduate program of education, a grant-in-aid of up to \$1450 per year for a teacher shall be allowed for courses commencing after July 1, 2004, exclusive of courses required for certification for the position for which he or she is employed.
2. There shall be a unit-wide annual District maximum cost effective July 1, 2005 of \$8,500. Effective July 1, 2006, the unit-wide annual District maximum cost shall be \$10,000. The Board may, on a case per case basis, and upon the recommendation of the Chief School Administrator, approve additional tuition reimbursements which exceed the unit-wide District maximum cost.
3. Prior approval of course by Chief School Administrator is required on forms provided by the Board of Education.
4. Reimbursable Items: Tuition; books and instructional materials

ARTICLE 18 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT - CONTINUED

5. Successful Completion

In order to be eligible for reimbursement, a grade of B or better must be obtained. If only a Pass/Fail option is available to a teacher, a passing grade must be obtained. Transcripts must be submitted to the Chief School Administrator's Office.

6. Course Level: Graduate

7. Reimbursement

Payment will be made after request in writing on form provided by the Board of Education.

- B. Teachers attending Board approved graduate courses may leave at 3:05 pm with prior written approval of the administrator.

**ARTICLE 19
MISCELLANEOUS PROVISIONS**

Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or registered letter at the following addresses:

- A. If by the Association, to Board at Cape May City Elementary School, 921 Lafayette Street, Cape May, New Jersey 08204. Attention: Board Secretary.
- B. Copies of this Agreement shall be made by the Board within the next thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereinafter employed or considered for employment by the Board.
- C. It is recognized that unilateral reduction of benefits which are terms and conditions of employment is unlawful. Therefore, proposed new rules or modifications of existing rules concerning terms and conditions of employment shall be negotiated with the majority representative prior to implementation.
- D. The Board will continue to provide secretarial assistance to the teaching staff when such assistance is available.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 20
DURATION OF AGREEMENT**

A. Salaries

Salary rates and related salary provisions are in Appendix "A" which shall be considered part of this Agreement and attached hereto.

B. Term and Renewal

The Agreement shall be effective as of July 1, 2005 except as herein provided and shall continue in full term and effect until June 30, 2008 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to said date.

C. Witness

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

CAPE MAY CITY
EDUCATION ASSOCIATION:

CAPE MAY CITY
BOARD OF EDUCATION:

Association President

Board President

Association Secretary

Board Secretary

On this ____ day of _____, 2005, personally appeared before me the above signed individuals, to me known to be the individuals described in and who executed the foregoing instrument, and they duly acknowledge to me that they executed the same, and the statements contained therein are true.

Notary, State of New Jersey

APPENDIX A-1
SALARY GUIDE
2005-2006

STEP	BA	BA+15	MA
1	39000	40100	41100
2	39700	40800	41800
3	40350	41450	42450
4	41000	42100	43100
5	41650	42750	43750
6	42350	43450	44450
7	43050	44150	45150
8	43750	44850	45850
9	44450	45550	46550
10	45250	46350	47350
11	46050	47150	48150
12	47250	48350	49350
13	48750	49850	50850
14	50450	51550	52550
15	52250	53350	54350
16	54050	55150	56150
17	56050	57150	58150
18	58450	59550	60550
19	60875	61975	62975
20	63275	64375	65375

Those teachers who were on Steps 20 and beyond in 2004-2005 are now off-guide. Their salaries have been agreed to by the parties and are contained in District records. The increase for these teachers is: \$2,500.

APPENDIX A-2
SALARY GUIDE
2006-2007

STEP	BA	BA+15	MA
1	40000	41200	42200
2	40800	42000	43000
3	41575	42775	43775
4	42325	43525	44525
5	43075	44275	45275
6	43825	45025	46025
7	44575	45775	46775
8	45325	46525	47525
9	46075	47275	48275
10	46825	48025	49025
11	47625	48825	49825
12	48425	49625	50625
13	49225	50425	51425
14	50025	51225	52225
15	50825	52025	53025
16	51625	52825	53825
17	52425	53625	54625
18	53225	54425	55425
19	54025	55225	56225
20	54825	56025	57025
	55625	56825	57825
	56425	57625	58625
	57225	58425	59425
	58025	59225	60225
	58825	60025	61025
	59625	60825	61825
	60425	61625	62625
	61225	62425	63425
	62025	63225	64225
	62825	64025	65025
	63625	64825	65825
	64425	65625	66625
	65225	66425	67425
	66025	67225	68225
	66825	68025	69025
	67625	68825	69825
	68425	69625	70625
	69225	70425	71425
	70025	71225	72225
	70825	72025	73025
	71625	72825	73825
	72425	73625	74625
	73225	74425	75425
	74025	75225	76225
	74825	76025	77025
	75625	76825	77825
	76425	77625	78625
	77225	78425	79425
	78025	79225	80225
	78825	80025	81025
	79625	80825	81825
	80425	81625	82625
	81225	82425	83425
	82025	83225	84225
	82825	84025	85025
	83625	84825	85825
	84425	85625	86625
	85225	86425	87425
	86025	87225	88225
	86825	88025	89025
	87625	88825	89825
	88425	89625	90625
	89225	90425	91425
	90025	91225	92225
	90825	92025	93025
	91625	92825	93825
	92425	93625	94625
	93225	94425	95425
	94025	95225	96225
	94825	96025	97025
	95625	96825	97825
	96425	97625	98625
	97225	98425	99425
	98025	99225	100225
	98825	100025	101025
	99625	100825	101825
	100425	101625	102625
	101225	102425	103425
	102025	103225	104225
	102825	104025	105025
	103625	104825	105825
	104425	105625	106625
	105225	106425	107425
	106025	107225	108225
	106825	108025	109025
	107625	108825	109825
	108425	109625	110625
	109225	110425	111425
	110025	111225	112225
	110825	112025	113025
	111625	112825	113825
	112425	113625	114625
	113225	114425	115425
	114025	115225	116225
	114825	116025	117025
	115625	116825	117825
	116425	117625	118625
	117225	118425	119425
	118025	119225	120225
	118825	120025	121025
	119625	120825	121825
	120425	121625	122625
	121225	122425	123425
	122025	123225	124225
	122825	124025	125025
	123625	124825	125825
	124425	125625	126625
	125225	126425	127425
	126025	127225	128225
	126825	128025	129025
	127625	128825	129825
	128425	129625	130625
	129225	130425	131425
	130025	131225	132225
	130825	132025	133025
	131625	132825	133825
	132425	133625	134625
	133225	134425	135425
	134025	135225	136225
	134825	136025	137025
	135625	136825	137825
	136425	137625	138625
	137225	138425	139425
	138025	139225	140225
	138825	140025	141025
	139625	140825	141825
	140425	141625	142625
	141225	142425	143425
	142025	143225	144225
	142825	144025	145025
	143625	144825	145825
	144425	145625	146625
	145225	146425	147425
	146025	147225	148225
	146825	148025	149025
	147625	148825	149825
	148425	149625	150625
	149225	150425	151425
	150025	151225	152225
	150825	152025	153025
	151625	152825	153825
	152425	153625	154625
	153225	154425	155425
	154025	155225	156225
	154825	156025	157025
	155625	156825	157825
	156425	157625	158625
	157225	158425	159425
	158025	159225	160225
	158825	160025	161025
	159625	160825	161825
	160425	161625	162625
	161225	162425	163425
	162025	163225	164225
	162825	164025	165025
	163625	164825	165825
	164425	165625	166625
	165225	166425	167425
	166025	167225	168225
	166825	168025	169025
	167625	168825	169825
	168425	169625	170625
	169225	170425	171425
	170025	171225	172225
	170825	172025	173025
	171625	172825	173825
	172425	173625	174625
	173225	174425	175425
	174025	175225	176225
	174825	176025	177025
	175625	176825	177825
	176425	177625	178625
	177225	178425	179425
	178025	179225	180225
	178825	180025	181025
	179625	180825	181825
	180425	181625	182625
	181225	182425	183425
	182025	183225	184225
	182825	184025	185025
	183625	184825	185825
	184425	185625	186625
	185225	186425	187425
	186025	187225	188225
	186825	188025	189025
	187625	188825	189825
	188425	189625	190625
	189225	190425	191425
	190025	191225	192225
	190825	192025	193025
	191625	192825	193825
	192425	193625	194625
	193225	194425	195425
	194025	195225	196225
	194825	196025	197025
	195625	196825	197825
	196425	197625	198625
	197225	198425	199425
	198025	199225	200225
	198825	200025	201025
	199625	200825	201825
	200425	201625	202625
	201225	202425	203425
	202025	203225	204225
	202825	204025	205025
	203625	204825	205825
	204425	205625	206625
	205225	206425	207425
	206025	207225	208225
	206825	208025	209025
	207625	208825	209825
	208425	209625	210625
	209225	210425	211425
	210025	211225	212225
	210825	212025	213025
	211625	212825	213825
	212425	213625	214625
	213225	214425	215425
	214025	215225	216225
	214825	216025	217025
	215625	216825	217825
	216425	217625	218625
	217225	218425	219425
	218025	219225	220225
	218825	220025	221025
	219625	220825	221825
	220425	221625	222625
	221225	222425	223425
	222025	223225	224225
	222825	224025	225025
	223625	224825	225825
	224425	225625	226625
	225225	226425	227425
	226025	227225	228225
	226825	228025	229025
	227625	228825	229825
	228425	229625	230625
	229225	230425	231425
	230025	231225	232225
	230825	232025	233025
	231625	232825	233825
	232425	233625	234625
	233225	234425	235425
	234025	235225	236225
	234825	236025	237025
	235625	236825	237825
	236425	237625	238625
	237225	238425	239425
	238025	239225	240225
	238825	240025	241025
	239625	240825	241825
	240425	241625	242625
	241225	242425	243425
	242025	243225	244225
	242825	244025	245025
	243625	244825	245825
	244425	245625	246625
	245225	246425	247425
	246025	247225	248225
	246825	248025	249025
	247625	248825	249825
	248425	249625	250625
	249225	250425	251425
	250025	251225	252225
	250825	252025	253025
	251625	252825	253825
	252425	253625	254625
	253225	254425	255425
	254025	255225	256225
	254825	256025	257025
	255625	256825	257825
	256425	257625	258625
	257225	258425	259425
	258025	259225	260225
	258825	260025	261025
	259625	260825	261825
	260425	261625	262625
	261225	262425	263425
	262025	263225	264225
	262825	264025	265025
	263625	264825	265825
	264425	265625	266625
	265225	266425	267425
	266025	267225	268225
	266825	268025	269025
	267625	268825	269825
	268425	269625	270625
	269225	270425	271425
	270025	271225	272225
	270825	272025	273025
	271625	272825	273825
	272425	273625	274625
	273225	274425	275425
	274025	275225	276225
	274825	276025	277025
	275625</		

APPENDIX A-3
SALARY GUIDE
2007-2008

STEP	BA	BA+15	MA
1	40500	41800	42800
2	41600	42900	43900
3	42600	43900	44900
4	43600	44900	45900
5	44600	45900	46900
6	45500	46800	47800
7	46300	47600	48600
8	47150	48450	49450
9	47950	49250	50250
10	48800	50100	51100
11	49600	50900	51900
12	50450	51750	52750
13	51300	52600	53600
14	52300	53600	54600
15	53800	55100	56100
16	55600	56900	57900
17	57800	59100	60100
18	60000	61300	62300
19	62400	63700	64700
20	65065	66365	67365

Those teachers who were on Steps 20 and beyond in 2006-2007 are now off-guide. Their salaries have been agreed to by the parties and are contained in District records. The increase for these teachers is: \$2,600.