

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE CAPE MAY
COUNTY TECHNICAL HIGH SCHOOL**

AND

**THE CAPE MAY COUNTY TECHNICAL
HIGH SCHOOL EDUCATION ASSOCIATION**

FOR THE PERIOD

JULY 1, 2022

THROUGH

JUNE 30, 2025

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PREAMBLE

This agreement entered into this 24th day of January, 2023, between the Board of Education of the Technical School in the County of Cape May (New Jersey) hereinafter called the "Board," and the Cape May County Technical High School Education Association, hereinafter called the "Association," is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to Chapter 303 of the Public Laws of 1968 of the State of New Jersey.

The Association is the representative of the employees, hereinafter designated with respect to terms and conditions of employment. This agreement is effective on July 1, 2022, and expires on June 30, 2025.

ARTICLE I: RECOGNITION CLAUSE

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time personnel, inclusive of: teachers (teacher/trainer, emergency, alternate route, and regularly certificated); library/media specialists; coordinators; guidance personnel; in-school suspension monitor; admissions coordinator, athletic coordinator; aides; secretaries and facilities personnel; athletic trainer, bus drivers, part-time employees (those working less than twenty-five hours per week). Employees working in grant funded program positions shall be neither specifically included nor excluded in the parties' successor contract.

- B. Within this agreement the term "employee" shall refer to all certified teaching personnel: emergency, alternate route, and regularly certified; secretaries/clerical workers; custodial/maintenance personnel; cafeteria aides; and aides unless specifically excluded below. Where terms and conditions apply, only to a specific group that group shall be clearly identified.

- C. Excluded from this agreement shall be: the Superintendent; Assistant Superintendent; Board Secretary; Principals; Assistant Principals; Secretary to the Superintendent; Director of Technology and Network Operations; IT Department employees; Directors; and Supervisors who are responsible for the evaluation and supervision of others; Data Manager; secretary bookkeeping/personnel; secretary purchasing; administrative secretary/business office; district accountant; temporary employees and summer employees.

- D. All uses of singular gender shall include plural.

- E. "Facilities Personnel" shall refer to all maintenance, custodial, grounds maintenance and receiving/inventory personnel but shall exclude the secretary assigned to the facilities department.

ARTICLE II: NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement pursuant to Chapter 303 of Public Laws of 1968 of the State of New Jersey, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) in good faith effort to reach agreement on all matters concerning the negotiable terms and conditions of employment. Negotiations shall begin according to the PERC guidelines. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be ratified and signed by the Board and the Association.

B. MODIFICATION

This Agreement shall not be modified wholly or in part at any time by the parties except by an instrument in writing duly executed by both parties.

C. NEGOTIATING TEAM AUTHORITY

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be given the all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The full Board and the Association retain the right to ratify or reject any agreements reached during negotiations.

ARTICLE III: ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any employee participates in mutually scheduled meetings during: working hours, negotiations, conferences or other meetings, he/she shall suffer no loss in pay.

1. The Board realizes the constructive nature of the Association's Executive Officer

position of President and will arrange his/her schedule so that whoever is filling this position will have time to make the many contacts this position requires without impacting upon the person's teaching ability. Additionally, the person who holds the Association President position at the start of the school year shall not be assigned duties or a duty period for the duration of his/her Presidency.

2. Two (2) Association representatives (the Association President and a designee) shall be released to attend Board meetings with the prior approval of the Principal.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the use of school buildings at all reasonable hours when not otherwise in use for meetings, following approval by the building Principal. The Principal shall be notified at least forty-eight (48) hours in advance of the time and place of all such meetings.

C. USE OF SCHOOL EQUIPMENT

The Association may use designated school facilities and shall be assigned a photocopier, personal computer, VCR/DVD player and a monitor when not otherwise in use. This equipment can only be utilized when the function for which it is primarily intended is not being used or assigned to a particular person in the course of their employment. None of the equipment referred to in this paragraph may be removed from the school premises. The Association shall pay for the cost of all materials and supplies pertaining to such use, and/or any repairs necessitated as a result thereof. The cost to the Association shall be the same as the cost to the district.

D. BULLETIN BOARDS

The Association shall have, in each school building, the use of a bulletin board in the employees' dining room and teacher workrooms. All materials must be approved by the Association President. Copies of all materials to be posted on such bulletin boards shall be given to the Principal prior to posting but no approval shall be required. No material of a political nature shall be posted.

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the intra-district mail facilities, e-mail, and school mail boxes as it deems necessary, and to the extent provided for in accordance with the Workplace Democracy Enhancement Act, upon notifying the Principal or other members of the administration. No material of a political nature shall be placed in the facilities, unless in sealed envelopes which do not disclose the nature of the material contained therein.

F. POLICIES

The Association President and Secretary shall receive an electronic copy of all new policies, regulations and procedures for inclusion in the Association's copy of the policy book within thirty (30) days of a Board of Education meeting.

ARTICLE IV: EMPLOYEE RIGHTS

A. No employee shall be discharged, disciplined, reprimanded, reduced either in rank or compensation, deprived of any advantage, or given an adverse evaluation of his/her professional services without just cause.

B. REQUIRED MEETINGS OR HEARINGS

Whenever an employee is required to appear before the Board or any committee thereof, or before a School Administrator, Superintendent or a Liaison concerning any matter which could adversely affect the continuation of that employee in: his/her office, position, or employment, or, the salary or any increments pertaining thereto, then he/she shall be given 24 hours 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/her and represent him/her during such meeting or interview.

The Superintendent, School Administrator or Liaison reserves the right to immediately designate such a meeting should the safety of the staff or students be threatened.

C. The Board and the Association agree that no employee shall be required, under any circumstances, to transport a student in a private automobile.

- D. The Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.

ARTICLE V: GRIEVANCE PROCEDURE

A. DEFINITIONS

I. GRIEVANCE

A 'grievance' shall mean a complaint by a unit member or members that there has been a personal loss, injury because of a violation, misinterpretation, or inequitable application of: Board Policy; this Agreement; or an administrative decision affecting the unit member(s).

2. GRIEVANT

A grievant is the person or persons, or the Association, making the claim on behalf of the employee or group of employees, or the Association on behalf of itself.

3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

4. SUBMISSION OF GRIEVANCE

Each grievance shall be submitted by the grievant, in writing, on the Grievance form (Appendix A) and shall contain those specifics which are required by the referenced form.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievances, which may from time to time arise affecting the employees. Both parties agree that these proceedings will be kept confidential.

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Parties may agree whenever practicable to expedite grievances filed during the last thirty (30) days of the school year. Ten (10) month employees will be regulated by the 10-month school calendar, twelve (12) month employees will be regulated by the 12-month calendar.

2. LEVEL 1 - Employee's Immediate Liaison/Supervisor

A grievant shall first discuss the grievance with his/her immediate Liaison/Supervisor within 10 school/work days of the alleged act with the objective of resolving the matter. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant then the grievance shall move to LEVEL 2.

3. LEVEL 2 - Principal

If the grievant is not satisfied with the disposition of his/her grievance at LEVEL 1, the grievant shall set forth the exact grievance in writing, to the Principal, within 10 school/work days of the discussion in LEVEL 1. Upon receipt of the grievance, the employee's Principal shall communicate his/her decision to the grievant in writing, inclusive of supportive reasons for the decision within 10 school/work days.

4. LEVEL 3 - Superintendent

If the grievant is not satisfied with the disposition of his/her grievance at LEVEL 2, or if no decision has been communicated to the grievant, the grievant shall then submit his/her grievance in writing to the Superintendent within 10 school/work days. The Superintendent shall then communicate his/her decision in writing, inclusive of supporting reasons, to the grievant within 10 school/work days of receiving the written grievance from the grievant.

5. LEVEL 4-Board of Education

If the grievant is not satisfied with, or no decision has been rendered, regarding the disposition of his/her grievance at LEVEL 3, the grievant shall then submit his/her grievance in writing to the Board of Education through the Board Secretary, within 10 school/work days. The Board shall review the case and hold an informal hearing with the grievant no later than 2 regularly scheduled BOE meetings after receipt of the grievance. The Board shall render a written decision inclusive of supporting reasons, to the grievant, within 40 school/work days of the hearing.

6. LEVEL 5 -Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at LEVEL 4, the grievant shall submit the grievance to the Public Employment Relations Commission (PERC) for arbitration within 10 school/work days. Copies shall be sent to all parties. The parties shall then be bound by the rules and procedures of PERC in selection of an arbitrator.

a. The arbitrator so selected shall issue his/her decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact and law, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add nor subtract anything from the agreement between the two parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only on the parties. If the Board rejects three (3) advisory arbitration awards in a row, the next arbitration shall be binding.

b. The fees and all expenses of the arbitrator, including but not limited to the transcript, shall be shared equally by the Board and the Association

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. Any grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by representatives selected or approved by the Association. When an employee files a grievance without giving notice to the Association, the Association shall have the right to be present and to participate at each level of the grievance procedure. At each level, the Administrator shall notify the Association Grievance Chair of all meetings or hearings involving the grievant throughout the grievance procedure.
2. No reprisals of any kind shall be made by the Board, any member of the administration, the Association, or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. MEETINGS

All meetings under this procedure shall be conducted in private and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

2. TIME LIMITS

A grievance may not be initiated at any level after 10 school/work days of the alleged act. Failure of the Board or its agents to respond within the time limits set forth in this Article will give the grievant the right to appeal the grievance to the next level within the established time limits. Failure of the grieved party to appeal a decision at any level within the time permitted shall constitute resolution of the grievance at that level.

3. TIME LOSS

If the parties mutually agree to schedule any step of the grievance procedure during school/work hours, there shall be no loss of pay or benefits to the individuals involved.

4. If the hearer of the grievance is without authority to resolve the issue then the grievant may proceed to a level where the grievance can be resolved.

ARTICLE VI: EMPLOYEE WORK YEAR

A. TEN (10) MONTH EMPLOYEES EXCLUDING SECRETARIAL STAFF

1. Definition of “In-School Work Year”. As used in this Article, “In-School Work Year” shall be defined as: All days when students are in attendance, orientation days, and any other days in which attendance is required.
2. 10 Month personnel employed during the In–School Work Year:

The in-school work year for teachers and aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed a hundred and eighty-five (185) days.
3. 10 Month Personnel Employed Outside the In–School Work Year:

Employees whose job, in the view of the Board, requires them to work days in addition to their ten (10) month contract at a time other than the in–school work year shall be notified prior to May 15th for the subsequent school year. Payment for this time worked shall be as per a supplemental contract outlining the number of days to be worked, not to exceed twenty-two (22) days, and the rate of pay based on the employee's per diem rate for the year in which employment occurs. The days when the work is assigned to occur shall be developed by the administrator in consultation with the employees involved.

B. TEN MONTH SECRETARIAL STAFF

1. The work year for the ten (10) month secretarial position shall be defined as September 1 up to and including June 30.
2. Ten (10) month secretarial positions shall receive a salary equal to five-sixths (5/6) of the salary of a twelve (12) month secretarial position.
3. The Board reserves the right to require the ten (10) month secretarial position to workdays in addition to the work year outlined in paragraph one (1) above. In that event, the employee will be paid at the rate of pay based on the employee’s per diem rate for the year in which employment occurs but shall be for no more than ten (10). A mutually agreed upon schedule will be made based on needs. Reasonable notice will be given in cases of emergency.
4. Ten (10) month secretarial positions shall not be entitled to vacation pay.
5. Ten (10) month secretarial positions shall be entitled to three (3) personal leave days per

school year. Personal leave days shall be taken in accordance with Article XIII, Section 1.

6. Ten (10) month secretarial positions shall be entitled to ten (10) sick leave days per year which shall accumulate from year to year which shall be taken in accordance with the provisions of Article XI – Sick Leave of the Agreement.
7. Ten (10) month secretarial positions shall follow the teachers’ schedule during the school year and shall not be required to report during teacher breaks (i.e., Winter Recess, Spring Recess, holidays, etc.) Attendance is required on all days when students are in attendance, orientation days and any other days teacher attendance is required, including, but not limited to, in-service days.

C. TWELVE (12) MONTH EMPLOYEES

1. Secretaries/Clerical Workers

Twelve (12) month secretaries/clerical workers shall be employed from July 1st to June 30th not to include days designated by the Board as holidays. When an employee is on extended leave of absence, using accumulated benefit days, and that employee regularly works twelve months, vacation and personal time will not accrue during leave of absence.

2. Facilities Staff (Maintenance Workers/Custodians and Receiving Clerk, excluding Facilities Secretary)

Twelve (12) month maintenance workers/custodians shall be employed from July 1st to June 30th. Employees shall be required to work as scheduled, even if other employees in other departments are not required to report.

Facilities staff will be provided holidays as per the district’s twelve-month calendar except for the following:

NJEA Convention Days (the days when school is not in session due to the convention)

Presidents’ Day Weekend (the days when school is closed in connection with Presidents’ Day Weekend, and the weekend itself)

Martin Luther King Day

Columbus Day

While it is understood that Facilities staff may be required to work on the days listed above, they shall be paid two-and-one-half times their regular rate of pay for all hours actually worked on Martin Luther King Day, Columbus Day and Presidents’ Day

Weekend. For NJEA Convention Days, the employee will be paid one-and one-half times their regular rate of pay for all hours actually worked. If the employee is scheduled to work 8 hours or more, the employee shall be entitled to their normal lunch and other breaks per this Agreement.

It is understood that in the event of an emergency requiring the Facilities staff to be in attendance on the above holidays, the Board reserves the right to call in staff to report to address the emergency, even if it falls on the holiday, at the pay rates in the preceding paragraph.

When an employee is on an extended leave of absence, using accumulated benefit days, the employee regularly works 12 months, vacation and personal time will not accrue during the leave of absence.

D. VACATION LEAVE – TWELVE MONTH EMPLOYEES

1. Vacation days are available for twelve (12) month employees only and may not be taken by teachers when students are in attendance, during in-service days, or on other days when teacher attendance is required, unless permission is granted by the Superintendent. Other employees may take vacation days at these times with permission of the Superintendent.
2. A vacation day application shall be made at least three (3) work days prior to the day to be taken. All requests for leave must receive supervisor approval and meet the requirement of being at a time convenient for the best operation of the school system. No vacation days will be approved in the three weeks prior to the start of the school year. Except that the Superintendent has the right to approve days during this time period for emergency situations on a case by case basis.
3. Up to seven (7) unused vacation days may be carried over from one year (June 30th) to the next year (July 1st). Any other days will be converted to sick leave days and carry over from year to year as such.
4. An employee who resigns outside the terms of their contract or is terminated forfeits any claims to vacation days that he/she does not use prior to the last day on the job. The Board may not pay for the unused vacation days of these employees.
5. All vacation leave is granted on July 1 of each year, in anticipation of continued employment throughout the whole year (until June 30th). In the event an employee leaves – for any reason- prior to June 30th, their leave shall be pro-rated.

6. Vacation Leave – Secretaries/Clerical Workers:
 - a. Employees hired before June 23, 2020 will receive vacation days as follows:
 - i. 5 years or less experienced as of June 25, 2019:
 1. Up to year 10 – 10 days
 2. Start of year 10 – 15 days
 3. Start of year 20 – 20 days
 - ii. 10 years of experience or more as of June 25, 2019:
 1. Up to year 20 - 15 days
 2. Start of year 20 – 20 days
 - iii. Employees hired on or after June 23, 2020 will have vacation days accumulate as follows:
 1. After 90 calendar days of service = 1 week (5 days) vacation days. These days will be available for use in anticipation of continued employment for their first year, but pro-rated in the event the employee leaves prior to the conclusion of their first year of employment. In that event, if the employee has used more time than earned, the employee shall repay the District for that time.
 2. Upon the start of year two = 2 weeks vacation (10 days)
 3. Upon the start of year ten = 3 weeks vacation (15 days)
 - b. Vacation Leave – Maintenance Workers/Custodians
 - i. Employees re-hired on June 25, 2019 will receive vacation days as follows:
 1. 5 years or less experienced as of June 25, 2019:
 - a. Up to year 10 – 10 days
 - b. Start of year 10 – 15 days
 - c. Start of year 20 – 20 days
 2. 10 years of experience or more as of June 25, 2019:
 - a. Up to year 20 - 15 days
 - b. Start of year 20 – 20 days
7. Employees hired on or after July 1, 2019 will have vacation days accumulate as follows:
 - a. Employees hired on or after July 1, 2019, will have vacation days accumulate as follows:
 - i. After 90 calendar days of service = 1 week (5) vacation days. These days will be available in anticipation of continued employment for their first year,

but pro-rated in the event the employee leaves prior to the conclusion of their first year of employment. In the event the employee has used more time than earned, the employee shall repay the district for that time.

- ii. Upon the start of year two = 2 weeks vacation (10 days)
- iii. Upon the start of year ten = 3 weeks vacation (15 days)

Vacation days will be granted on a first come, first serve basis. No more than two (2) custodians per shift can be granted a vacation day; the administration has the right to refuse all other requests for a vacation day.

All 12-month employees shall receive one additional vacation day to be used during the Winter Break or Spring Break. If this day is not used, it shall not accumulate from one year to the next nor shall an employee receive any pay for it.

E. EMERGENCY SCHOOL CLOSINGS

a. TEN (10) MONTH EMPLOYEES

- (1.) Attendance shall not be required whenever student attendance is not required due to inclement weather or some other emergency.
- (2.) Any employee already off work for an illness or a personal day shall not be charged for that day.

b. TWELVE MONTH EMPLOYEES – Facilities Department (custodians/ ground maintenance, maintenance personnel and receiving clerk).

- (1.) During emergency closings the facilities department (custodians, grounds maintenance, maintenance personnel and receiving clerk), as designated by their supervisor and/or the Principal, shall report to work as necessary. If this occurs during an employee's normal work hours, the employee shall receive their regular rate of pay for those hours actually worked. Further, in the event an employee is scheduled to work that day, but has to have their times shifted, the employee will not receive any additional compensation for working the number of hours they would have worked during their regular schedule. For example, an employee normally scheduled to work from 3 p.m. to 11 p.m. may be called in to address an emergency and work 7 a.m. to 3 p.m. In that event, the employee would

have their schedule shifted and work 7 a.m. to 3 p.m. to address the emergency and receive their regular rate of pay. Any employee working more hours than normally scheduled in a day, or on a day not scheduled to work, shall receive 1 ½ times their regular rate of pay.

- (a) The employee must come to work to get credit for working. If the Superintendent directs the employee to stay home or to leave early, the employee will be credited with a full day's work.
- (b) In the event employees in the department are required to work, and an employee is off work for a sick, vacation or personal day, that employee will be charged that day.
- (c) In the event no employees in the department are required to work, no time off will be charged. For the purposes of this sub paragraph and subparagraph b above, employees working security detail will not count as an employee working in the department.
- (d) Even in the event that other employees are not directed to report to work, only if specifically excused may a custodian/maintenance worker not report to work during an emergency closing.

c. TWELVE MONTH EMPLOYEES –Secretaries/Clerical Workers.

(1.) The following options may be exercised when school is closed to students due to inclement weather or some other emergency:

- (a) The employee may come to work and get credit for working. If the employee is unable to arrive on time or if the weather becomes worse, causing the Superintendent to direct the employee to leave early, the employee will be credited with a full day's work.
- (b) After conferring with his/her immediate supervisor, the employee may choose to remain at home. The employee shall have the option of designating the day as one of either personal or vacation leave.
- (c) In the event employees in the department are required to work, and an employee is off work for a sick, vacation or personal day, that employee will be charged that day.
- (d) In the event no employees in the department are required to work, no time off will be charged. For the purposes of this sub paragraph

and subparagraph c above, employees working security detail will not count as an employee working in the department.

- (e) Twelve (12) month secretarial staff will not be requested to work when the determination is made that the district is closed. This will be conveyed to those staff affected through the school notification system.

ARTICLE VII: EMPLOYEE WORK HOURS

A. EMPLOYEE DAY

1. CHECK-IN AND CHECKOUT PROCEDURE

Employees shall record their presence for work via the district's electronic system at the beginning and end of their shift. In cases where the above has not been adhered to, the "sign in" roster will be changed to reflect the accurate time after the employee and his/her manager have discussed the matter.

2. LENGTH OF DAY

The starting and ending of the workday shall be determined by the Superintendent but must be approved by the Board. Starting and ending times which deviate more than two (2) hours from the regularly established hours must be mutually acceptable to both parties.

- a. Teachers, guidance counselors, media specialists and aides: 7 hours

- (1.) The teacher day will consist of eight (8) periods plus lunch.

- (2.) Teachers shall have six (6) instructional periods, one (1) duty period, and one (1) preparation period. Preparation period shall be defined as: lesson planning, interdisciplinary planning, parental contact, meeting with an administrative liaison and entering information on the district management system. Duty period shall be defined as daily supervision, such as bus duty, cafeteria duty or corridor duty.

- (3.) Any certified employee assigned to more than four (4) consecutive instructional periods, shall receive a \$600.00 stipend for the year.

- (4.) Teachers may volunteer to teach an additional period in lieu of their assigned duty period. Teachers who are assigned an additional teaching period in lieu of their assigned duty period shall be

compensated at the rate of \$5,400 of pensionable income. Courses that are shorter than 180 days in length shall be prorated at \$30 per period. Seniority would control when two or more people apply, provided that all other qualifications are equal, as determined by the administration.

- b. Custodians/Maintenance personnel: 8 hours

The Board will have the flexibility to schedule three custodian shifts, if administratively necessary. In doing so they will collaborate with the NJEA representatives to discuss times, staffing numbers, etc.

- c. Secretaries: 7 1/2 hours

3. OVERTIME

Custodians/maintenance personnel and secretaries shall be paid at time and a half for time which they actually work in excess of forty (40) hours in any work week unless mutually agreed to compensatory time is given. Benefit days not worked are to be assigned toward the forty (40) hours or beyond. Only time which has been counted by management will be counted.

- a. Overtime assignment/distribution shall be based on seniority in job classification or specific skill required. All custodial/maintenance personnel, day or evening shift, shall have the opportunity to accept or decline overtime assignments according to the rotation schedule. If an overtime assignment requires no special license (Black Seal), or job specific training, it will be offered to the entire department on a rotation schedule according to seniority. An employee who accepts or declines an overtime assignment shall have his/her name placed on the bottom of the overtime list. If no member of the department voluntarily chooses the assignment, the least senior member of the department shall be assigned, according to a reverse seniority rotational schedule.
- b. Weekend security watch and call backs shall continue to occur as the current practice. The employees shall continue to have the right to switch

off assigned days with supervisor's approval. If the supervisor chooses to change an employee's watch, the employee shall trade watch dates subject to possession of appropriate licenses.

- c. Scheduled non-emergency holiday pay shall be at a rate of two and one half (2 ½) times the regular rate of pay for the following days only: Independence Day,* Columbus Day, Thanksgiving Day, Christmas Day, New Years Day, Dr. Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day.

**For purposes of holiday pay, Independence Day (July 4th shall be the day that the district observes the holiday.)*

4. SCHOOL EMERGENCIES

Every attempt will be made to notify employees when their attendance shall not be required because of school emergencies.

5. LUNCH PERIODS

All employees, except maintenance/custodial personnel who may be required to perform work on an "as needed" basis, shall have a duty-free lunch period. In the event a maintenance/custodial personnel has their lunch interrupted to perform a work task, the time spent working will be made up to the employee that day. They shall recognize their responsibilities and perform accordingly under emergency conditions. Employees may leave school facilities with prior written notification to their immediate supervisor or his/her designee and notification in the sign in/out book. If, due to an emergent situation, the maintenance/custodial personnel is unable to make up their missed lunch time during the same work day, the employee and his/her supervisor shall schedule a mutually agreeable time for the employee to make up the missed time.

6. LATENESS

All employees are expected to report on time and to follow the check-in procedure. Persons reporting late for work will be charged a late arrival. Any

lateness beyond one (1) hour will be charged a half (1/2) personal day. A lateness beyond two (2) hours will result in the loss of a full (1) personal day. Employees who expect to be more than fifteen (15) minutes late shall contact their supervisor to explain the circumstances of their lateness and advise as to when they expect to report to work. In the event the member has exhausted his/her personal days one (1) sick day will be charged. If no sick days are available, the member will be charged one (1) day's pay. This provision will also apply to lunch periods.

7. LEAVING EARLY

In cases of emergencies or hardship, employee requests to leave before normal ending time must be submitted to the immediate supervisor.

8. BREAKS

Breaks for secretaries, custodians/maintenance personnel and aides are not to exceed a maximum of fifteen (15) minutes per break, one (1) during the first half of their shift and one (1) during the second half of their shift. The employees have the option to use the second break combined with their lunch and to not exceed forty-five (45) minutes, upon their supervisor's approval.

B. MEETINGS

1. Teachers and aides may be required to remain after the end of the regular work day without additional compensation for the purpose of attending formal faculty meetings or other professional meetings for a maximum of two (2) days each month for a maximum of three (3) hours per month when needed, except in the case of emergencies when additional meetings may be necessary.

This provision does not apply to teachers new to the district who may be required to participate in additional meetings. Teachers will not be required to attend more than four (4) evening assignments each school year without additional compensation. When teachers are required to return to the school for an evening assignment, the dismissal time shall be at the same time as the students.

2. Secretaries and custodians/maintenance personnel may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal meetings for one (1) day each month for a maximum of two

(2) hours per month when needed except in the case of emergencies when additional meetings may be necessary. Evening shift employees may be required to report prior to their shift for the formal meetings outlined above. Employees will receive forty-eight (48) hours notice of any scheduled meetings.

C. TEACHER COVERAGE

1. Instructors will provide supervision at all times for students who are assigned to them and will provide supervision at other times and in areas other than the classroom when they observe unsatisfactory student behavior.
2. When a teacher is assigned by the administration to cover the teaching class period of another teacher, the assigned teacher shall be paid \$30.00 for each preparation period lost.

D. TEACHERS RESPONSIBILITIES

Normal teaching responsibilities shall include developing, modifying, or maintaining an up-to-date course of study outline and proficiencies for the subjects assigned to each teacher. This is exclusive of curriculum writing.

ARTICLE VIII: EMPLOYMENT AND RENEWAL OF PERSONNEL

A. CERTIFICATION

The Board agrees to attempt to hire teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment.

B. NOTIFICATION

Teachers with standard certificates, secretaries/clerical personnel, and twelve (12) month aides shall be notified by the Board of their current contract and salary status for the following year no later than May 15th, subject to statutory and administrative code requirements.

Teachers with provisional certificates shall be notified by the Board of their current contract and salary status for the following year no later than May 15th, subject to statutory and administrative code requirements.

Ten (10) month aides shall be notified by the Board of their current contract and salary status for the ensuing year no later than May 15th.

Custodians/Maintenance Personnel will be notified by the Board of their current contract and salary status for the ensuing year no later than May 15th.

C. LENGTH OF NOTICE

All contracts between certificated staff and the Board may at any time be terminated by either party giving to the other sixty (60) days notice in writing of intention to terminate the same. All contracts between aides and secretaries and the Board may be terminated at any time by either party giving the other thirty (30) days notice in writing of intention to terminate the same. All contracts between custodial staff and the Board may at any time be terminated by either party giving to the other fourteen (14) days notice in writing of intention to terminate the same.

D. BLACK SEAL LICENSE

Custodian and maintenance personnel whose job description requires a Black Seal Boiler Man's license shall be hired on a provisional basis for a period of ninety (90) days if they do not possess the license at the time of hire. If, after a reasonable period of time, they have not acquired the license, their employment may be immediately terminated.

**ARTICLE IX: VACANCIES, REASSIGNMENT AND NEW POSITIONS:
ALL EMPLOYEES**

- A. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent or his/her designee.
- B. Vacancies for positions covered by this agreement, except those filled by the transfer of an existing or RIF'D employee, shall be posted. The Association President and Secretary shall be notified electronically of all postings.
- C. The position of Mentor shall be posted according to the posting procedure. In district tenured and qualified applicants will be given hiring priority over outside applicants.

ARTICLE X: EMPLOYEE EVALUATION

- A. Personnel evaluations shall be performed for all employees by appropriately certified supervisors according to employees' tenure status and job description in full compliance with state law and regulations. The minimum number of evaluations for each group will be as follows:
1. Untenured Personnel
 - a. Certificated: three (3) evaluations per year all to occur prior to April 30th, with at least one (1) evaluation occurring each semester.
 - b. Non Certificated (employed for three (3) full years or less): two (2) evaluations per year.
 - c. Non Certificated (employed longer than three (3) full years): one (1) evaluation per year.
 2. Tenured Personnel
 - a. Certificated:

Evaluation of all members shall be conducted in compliance with statute and in compliance with DOE mandates. The principal and/or superintendent shall retain the right to require additional evaluations.
 - b. Non-certificated:

(1.) One (1) evaluation per year to occur at any time during the year.
- B. Observations involved in personnel evaluation shall be conducted openly and with full knowledge of the employee at times determined by the administration. Each evaluation shall be followed within fifteen (15) days by a conference between the supervisor and the employee at which time both shall sign the completed evaluation instrument. The staff member shall have the opportunity to submit a disclaimer to the evaluation within fifteen (15) days.
- C. The evaluation instruments shall be developed by the administrative staff. An Evaluation Committee composed of certified supervisors, instructors and administrators shall be formed for review and advisory purposes when necessary.
- D. An employee may review his/her file upon reasonable notice at any time. The employee shall have the right to submit a written statement concerning any material in the file. That statement shall be included in the file.

ARTICLE XI: SICK LEAVE

- A. Sick leave is defined as absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household. Employees are encouraged to provide a medical document for each sick leave occurrence. Nothing shall limit the Board's ability to request medical documentation for any sick leave occurrence where abuse of sick leave or improper use of sick leave is suspected.
- B. The Board retains the right to require an employee to undergo a medical examination, by a Board designated physician, in the event there is a reasonable belief, based on objective evidence, that he or she is not capable of performing the essential functions of his or her position, or is a danger to him/herself or others, and the employee has failed to produce medical documentation to the contrary.
- The Board may also send the employee for a second opinion in accordance with applicable law. In the event there is a difference of opinion between the employee's physician and the Board's physician, the Board requests expert consultation in which case the Cape May County Health Officer shall appoint an impartial third party physician who shall examine the employee. This physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue work. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
- C. Upon an employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If 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.2.c., of this Article.
- D. If an employee reports to work and becomes sick on the job he/she will be charged with half a sick day if he/she has already spent half of the time required for working a full day in his/her position. If he works for less than half the time required for a full day in his/her position he will be charged with a full day's sick leave.

- E. All staff members shall report all unexpected absences and request all leave at the earliest possible time.
1. All staff members must report all absences via the absence reporting system on the district's electronic network prior to the start of the work day. For any absence reported within 90 minutes of the start of the work day, in addition to reporting the absence on the district electronic system the employees must also notify their liaison via a telephone call and/or email.
 2. On return, the staff member must contact the building Principal or his/her immediate supervisor at the start of the workday.
 3. Evening custodial shift shall notify their immediate supervisor, or their designee, at school by telephone two (2) hours prior to the start of their shift.
- F. Except in case of emergency, an employee who is absent (but not late) and does not notify the school by the time stipulated in E.1. and E.3. may forfeit pay for the day(s) missed.
- G. Ten (10) month employees shall be entitled to ten (10) sick days per year.
- H. Twelve (12) month employees shall be entitled to twelve (12) sick days per year.
- I. Unused sick days may accumulate from year to year with no limitations.
- J. Unused sick, vacation and personal days will be updated into the district's electronic system no later than September 30th of each year.
- K. Anyone employed after the regular starting date of his/her contract year shall be credited with sick leave on a pro-rated basis calculated at one (1) day per month. The number of days credited shall be based only on whole months to be served in the contract. Such days will be available for use upon commencing employment.
- L. Upon retirement in accordance with the pension plan, employees will receive a sum of money equal to one third (1/3) of their daily rates at the time of retirement multiplied by the accumulated number of sick days.

Daily rates will be calculated in the following manner:

10 months - 1/200th

12 months - 1/240th

Retirement shall be defined as a formal application through the Board Secretary to the state pension fund for retirement allowance. If an employee provides notice of their retirement to the Board on or before the last school day the District is open before December 31 of the then current school year, he/she shall be eligible to receive payment for unused sick leave on or before the immediately following July 31. If an employee provides notice of their retirement to the Board after the last school day the District is open before December 31 of the then current school year, he/she shall not be eligible to receive payment for unused sick leave until July of the calendar year following the year in which the notice was provided.

- M. Effective July 1, 2022, the cap on the sum of money paid under paragraph L above for unused sick leave shall not exceed \$15,000.
- N. The estate of any employee with thirteen (13) years of service in the district who becomes deceased will receive 100% of the value of accumulated sick leave. In accordance with N.J.S.A. 18A:30-3.6, this shall only apply for employees hired prior to May 21, 2010.

ARTICLE XII: EXTENDED LEAVES OF ABSENCE

A. UNPAID LEAVES OF ABSENCE

The Board may at its discretion grant an unpaid leave of absence to an employee. The employee must request the leave, in writing, at least thirty (30) days in advance of the first day of the requested leave.

In the event that a leave of absence is granted, the Board agrees only to permit the employee to return to a position for which he/she is qualified in consideration for the promise to return to service in the district. Accrued seniority rights and/or benefits are not diminished by an employee's unpaid leave of absence, but no new rights are acquired. Time elapsed during unpaid leave of absence does not count toward accrual of tenure. An employee on unpaid leave of absence may not claim sick leave if a disability occurs during the period of the leave. The employee is entitled to return to the district at the end of the leave time but is not entitled to a position before that time. An employee who extends the leave of absence without express authorization of the Board is no longer on leave of absence but has abandoned his/her position.

The Board reserves the right to determine whether any employee on leave is using the time in accordance with the stated purpose of the leave. Violation of the terms of the leave shall be cause for terminating it and upon review may result in disciplinary action and possible dismissal by the Board.

The employee will reaffirm to the Board his/her intent to return in writing, at least sixty (60) days before the scheduled termination of the leave. Failure to do so will be grounds for termination of employment. The Board shall not be required to continue the leave of absence of a non-tenured employee beyond the school year for which he/she was hired or to offer tenure or a new contract.

B. MATERNITY LEAVE

All leaves of absence requested or taken by employees for reasons associated with pregnancy or maternity shall be governed, as appropriate, by the sections of this contract on unpaid leaves of absence, medical disability leave, and sick leave. During the month preceding and the month following childbirth, when the employee is presumed to be disabled, she will be entitled to accumulated sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional accumulated sick leave benefits if she presents a physician's statement attesting to her continued disability.

Maternity leave for periods where the employee is not disabled may be granted for up to six months at the Board's discretion in accordance with the regular unpaid leave policy. No employee will be required to take unpaid leaves of absence for pregnancy. The Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.

C. CHILD REARING LEAVE

A staff member 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, or at any natural break in the school year, with Board approval. The staff member will notify in writing on or before July 1st his/her intent for the following school year.

D. BEREAVEMENT

1. In case of absence for bereavement on account of the death of an employee's spouse, domestic partner, civil union partner or child, full salary shall be paid for a period up to five (5) consecutive school days.
2. In the case of absence for bereavement on account of the death of an employee's parent, sibling, in-law, grandparent, grandchild, or a member of the employee's immediate household, full salary shall be paid for a period of up to three (3) days.
3. In the case of absence for bereavement on account of the death of a relative outside of the immediate family, full salary shall be paid for a period of up to one (1) day.

E. FAMILY SICK DAYS

1. One (1) absence without loss of pay shall be allowed for serious illness in the immediate family. No unused family sick days shall be accumulated. Immediate family is defined as father, mother, spouse, civil union partner, child, brother, sister, or any dependent member of the immediate household.

F. MEDICAL DISABILITY LEAVE

1. Due to a personal medical disability which is substantiated by a certificate from a medical doctor, a staff member may be granted an extended leave of absence without pay for up to one (1) year as may be required. If the employee has accumulated sick days, he/she shall indicate the number of these accumulated sick days to be used prior to beginning their extended leave of absence.

FMLA entitlements shall run concurrently with any approved sick leave, or disability leave of absence, or workman compensation leave. During such time of medical leave of absence, the Board may, on a per case basis, continue existing health insurance and benefits for employee's granted unpaid leave in accordance with existing New Jersey State guidelines.

The twelve (12) month qualifying period for FLA or FMLA leave shall be calculated on a rolling year basis from the employee's return from any leave that has previously been granted.

- a. The Board retains the right to place a staff member on medical leave for any one of the following reasons:
 - (1) whenever the staff member's physical condition adversely affects the ability to continue to work effectively;
 - (2) the physical condition or capacity is such that the staff member's health would be impaired if permitted to continue working, and if:
 - (a) the staff member fails to produce a certificate from a medical doctor stating that said staff member is medically able to continue working, or
 - (b) the Board's physician and the employee's physician agree that the said employee cannot continue working, or
 - (c) Following any difference of medical opinion between the Board's physician and the staff member's physician the Board requests expert consultation in which case the Cape May County Health Officer shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the staff member and the Board.
2. When the seeking of a medical leave of absence for medical disability can be anticipated, the staff member shall file the 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 staff member shall file a written request with the administrator for such leave within seven (7) calendar days after the staff member knew of the need for the medical disability leave. The request shall indicate the anticipated date in which the leave is to terminate (if able to ascertain within reason). Written requests shall indicate the plans of the staff member upon termination of the medical disability leave as to his/her returning to work, resigning, retiring or applying for another type of leave.

- a. The commencement date of a disability leave may be adjusted by up to thirty (30) calendar days after consideration of the staff member's need(s), student's 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.
- b. No tenured or non-tenured staff member 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.
- c. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any staff member to produce a certificate from a physician showing that said staff member is capable of returning to work, provided that is, the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set out in Article XII, section F.

ARTICLE XIII: PERSONAL LEAVE

A. PERSONAL BUSINESS DAYS

1. Employees covered under this Agreement shall be granted three (3) days of personal business leave annually. Personal business days shall not be used as vacations. Such leave shall be accumulative up to seven (7) days. Any days not used beyond seven (7) shall be added to the employee's total accumulation of sick days and considered from that point on to be sick days. The request for such leave requires the approval of the Superintendent. Approval or disapproval may be based upon the needs of the district. Except in the case of emergency, a personal business day application shall be made at least three (3) school days prior to the day to be taken. Requests for emergency personal leave may require the employee to submit documentation as to the reason for the emergency request. In accordance with N.J.S.A. 18A:30-7, a maximum of 15 days may carry over from one year to the next.
2. Anyone beginning employment after the regular contract starting date for that position and up to the last three months of the fiscal school year shall also be

credited with three (3) personal days for that year. Persons beginning employment within the last three (3) months of the school contract year shall be credited with one (1) personal day for that year.

3. Personal days shall not be used the day before or after a holiday, or when in the determination of the administration there would be an adverse effect upon the district; or if such usage would result in too many employees being absent on any one day; or at such times that would otherwise cause a hardship on the district.
 - a. The employee seeking a personal day shall be advised as to the response to such request prior to the day in question. If a personal leave request is submitted one (1) month or more in advance a response will be given to the employee within three (3) days.

ARTICLE XIV: SABBATICALS

- A. Any employee with more than seven (7) years continuous service may apply for a sabbatical leave. Upon recommendation of the Superintendent, the Board at its discretion, may grant sabbatical leaves to qualified personnel for the purpose of study, travel or other purposes as may be approved by the Board.
- B. The employee shall apply for such leave in writing to his/her Principal no later than December 1st and shall be notified of the Board's action on the application on or before April 1st of the school year preceding the school year for which the sabbatical leave is requested. The leave shall be granted for no more than two (2) semesters.
- C. An employee on sabbatical leave shall receive as compensation, during the period of the leave one-half (1/2) of his/her regularly scheduled salary. Compensation shall be paid at the same time as other employees of his/her professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he/she would have received were he/she occupying his/her regular assignment. The employee on such leave shall determine with the Board Secretary in advance of beginning the leave the necessary deductions from his/her salary so as not to jeopardize pension, insurance and other benefits.

- D. The number of persons receiving sabbatical leaves in any year may not exceed three (3) teachers. The number of leaves granted shall be distributed according to requests throughout the system. If the number of applications for such leaves exceed the number available, the selection shall be based upon:
1. the estimated value of the plan to the individual and to the school system
 2. the amount of seniority
 3. the length of time since the last sabbatical leave.
- E. An employee on sabbatical leave shall report all compensation received from sources other than the Board, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustment for foreign service, and research or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to equate the total to the amount of salary he/she would have received if on active duty provided that the compensation received resulted from said leave.
- F. An employee who received a sabbatical leave shall agree to return to service at the Technical High School for a period of at least one (1) year. Should such employee fail to return to the school system upon completion of the sabbatical leave, he/she shall refund all compensation paid to him/her, by the Board, while on sabbatical.
- G. Upon return from a sabbatical the employee shall be restored to a position commensurate with his/her tenure status and scope of certification.
- H. A staff member on sabbatical leave shall continue to be covered by his/her present existing insurance protection.

ARTICLE XV: REIMBURSEMENT

A. TUITION REIMBURSEMENT

All institutions must be accredited institutions duly licensed by the State of New Jersey. Out of state institutions licensed by the appropriate State agency and regionally accredited or seeking accreditation by the appropriate accrediting body recognized by the Council on Postsecondary Education of the United States Department of Education.

The Board agrees to pay full tuition costs for approved courses, up to six (6) credits per year, based on the current in-state per credit cost at Rowan University. Courses must be approved in advance by the Superintendent and be appropriate to the employee's assignment and/or required for teaching in a technical high school. Reimbursement will be made by the Board upon the presentation of evidence of the successful completion of the course(s), within thirty (30) days after submission. Successful completion will include attaining a grade point average of B or better in the course. In courses which are graded on a pass/fail basis, a grade of passing is necessary.

A unit member hired on or after July 1, 2019 will not be eligible for tuition reimbursement until after completing one year of service in this unit, and will be subject to repayment of tuition reimbursement upon separation from the district based on the date of course completion. The member will be required to repay the tuition reimbursement received if the employee leaves the district within three years of course completion, except in the case of retirement, disability, death or a reduction in force. The tuition repayment agreement is as follows:

1. If the member separates from the district within one year after course completion, a member will be required to repay tuition reimbursement to the district at 100% of the tuition amount reimbursed by the district.
2. If the member separates from the district within two years after the course completion, a member will be required to repay tuition reimbursement to the district at 70% of the tuition amount reimbursed by the district.
3. If the member separates from the district within three years after course completion, a member will be required to repay tuition reimbursement to the district at 40% of the tuition amount reimbursed by the district.

B. MILEAGE REIMBURSEMENT

If a staff member is requested by the Superintendent to attend a staff development activity, he/she will be compensated for travel and fees directly related to that activity as established by the Department of Education. Reimbursement will be by district check with forty-five (45) days of receipt of voucher and documentation.

C. CDL REIMBURSEMENT

If an employee obtains a CDL with P & S endorsement Class I bus driver's license at the request of the District, he/she will be reimbursed for all out-of-pocket costs related to obtaining and maintaining the CDL license.

D. PROFESSIONAL ACTIVITY DEVELOPMENT

The Board agrees to pay for registration fees, transportation, meals and other previously approved reasonable expenses incurred by employees per Board policy due to attendance at an out-of-district staff development activity: workshops; conferences; or similar job related meetings; or affairs at which the employee's attendance is required or mutually agreed to by the employee and Board.

ARTICLE XVI: SALARY

A. SALARIES

The salaries of all personnel covered by this agreement are set forth in the schedules (Appendix B) which are attached hereto and made a part of the negotiated agreement. The parties agree that the attached schedules shall be the salary guides for the term of this agreement. Should the State of New Jersey enact legislation during the term of this agreement that creates an increase in the mandatory minimum salary for teaching staff members' salaries, the only change to the attached salary guides shall be to raise applicable teaching staff members' salaries that are below that mandatory minimum salary up to that mandatory minimum salary.

B. NEW EMPLOYEES

New employees may be placed on the salary guide according to their documented experience in teaching, industry (for occupational teachers and non-teaching positions only), and the military. Subsequent incremental steps will be consistent with the guide.

C. Employees will be placed on the salary guide and their subsequent incremental steps will be consistent with the guide.

D. PAY SCHEDULE

Pay periods shall be the 15th and 30th of each month, except in February which shall be the last day of the month. Only during regular school holidays, when the District is closed, shall 10 and 12 month employees receive their paycheck on the last District school day prior to the holiday period. Ten (10) month and twelve (12) month employees will receive the second pay of June on June 30th.

E. All salary provisions are based on the premise that the employee is properly certified, and, if holding a provisional certificate, working towards regular certification.

F. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the Superintendent prior to the 1st of each month. All salary adjustments (e.g. black seal, column movement, degree changes, etc.) shall take place in the first unprocessed pay following BOE approval of the change once the appropriate paperwork has been submitted.

G. Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

H. To be eligible to be recommended for full salary increment the employee must begin work on or before February 1 of the contractual year. Persons who do not meet this timeline shall not be eligible for a salary increment until the conclusion of the following contractual year.

I. EMPLOYEE DAILY RATES

When necessary to figure a daily rate for employees, 1/200th of the annual base salary shall be used for ten (10) month employees, and 1/240th of the annual base salary shall be used for twelve (12) month employees.

J. SECRETARIAL CERTIFICATION

Effective July 1, 2022, this section shall be eliminated except that any employee who, as of June 30, 2022, received payment for a certification as set forth in this article, shall continue to receive payment for certifications earned as of June 30, 2022. No other employee shall be eligible for this payment.

For a secretary to earn the Microsoft Office User Specialist (MOUS) certification for Microsoft Office or Microsoft Project, they must pass one (1) or more certification exams. MOUS exams provide a valid and reliable measure of technical proficiency and expertise by evaluating overall comprehension of Office or Microsoft Project applications, ability to use their advanced features, and ability to integrate the Office applications with other software applications. MOUS exams are developed and validated by industry experts and are available at over 9,000 sites worldwide.

The district will reimburse up to \$50.00 for each test taken and successfully passed. Courses are available on-line or through the ETTC after regular working hours. Re certification is required every three (3) years or after a major software revision.

Each certification will carry with it an additional \$500.00 of pensionable income to be applicable for a given contract year; the given test must be successfully passed by October 15th of the contract year:

Certificate Program (Microsoft Office User Specialist)

Certification Tracks

Office 2000 Track

Master Certification (Word 2000 Expert, Excel 2000 Expert, Access 2000 Core)

WordPerfect - Expert User

K. The parties mutually agree that should negotiations for a successor collective negotiations agreement not be completed prior to June 30, 2025, unit members shall not be moved up a step on the salary guide for the next school year until the new contract has been ratified. Movement on the guide shall be interpreted as a vertical guide step increase and column differentials based on educational credit or degree attainment.

Unit members shall remain at their June 30, 2025 salary 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.

L. SUPER MAXIMUM

Effective July 1, 2016, a new Super Maximum will be paid. The Super Maximum will apply to employees who have been on the maximum step of their respective guide for at least one (1) year and who have completed twenty (20) years in the district. This means the Super Maximum would be paid beginning the employee's twenty-first year in the district. The

Super Maximum for teachers will be \$900 greater than the salary rate at the maximum step for each column of the guide. The Super Maximum for non-certified staff members will be \$600 above the maximum step of their guide. This Super Maximum is in base and pensionable. This cost is outside the salary % settlement.

M. DEGREE INCENTIVES FOR AIDES

Aides with an Associate's degree and a substitute teacher certificate shall receive \$500 per year.

Aides with a Bachelor's degree and a substitute teacher certificate shall receive \$1,500 per year.

ARTICLE XVII: INSURANCE

A. MEDICAL COVERAGE

1. During the lifetime of this Agreement, the Board shall provide all the available plans in the NJ School Employees Benefits Program with the separately purchased supplemental prescription coverage for employees and their immediate families covered under this Agreement. Plan descriptions are available through the Business Office.

Effective January 1, 2018, the Board agrees to pay the full cost of NJ School Employees Benefit Plan Direct 15 Plan for employees and their eligible dependents, subject to any applicable employee cost contribution. An employee may select coverage of another Plan offered by NJSEBP, and in the event the selected plan costs more than the Direct 15 Plan, then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions.

Effective July 1, 2020, in accordance with P.L. 2020, Chapter 44, new employees must be enrolled in the New Jersey Educators Health Plan or Garden State Plan and will contribute in accordance with Chapter 44 . Employees hired prior to July 1, 2020, who switch to the New Jersey Educators health Plan or Garden State Plan will also contribute in accordance with Chapter 44 for as long as the employees

are in that plan. Employees who remain in the New Jersey School Employees Benefit Plan shall contribute in accordance with Tier 4 of Chapter 78 as set forth in paragraph D below.

2. The Board reserves the right to change insurance carriers, so long as the plans are equal to or better than the benefits currently under the above cited plans. Prior to any consideration of a possible change in health care providers, the Board shall notify the Association.
3. Employees who have medical insurance coverage elsewhere may waive such coverage by the Board and receive monetary compensation. If medical insurance is waived, it must be for a whole school year and may not be reapplied for until the open enrollment period of the next school year.

Employees may resume SEHBP coverage when they are no longer covered by other health care coverage provided that they notify the business office within 60 days of the loss of the other coverage and provide proof of loss of that coverage. All other changes must be done during open enrollment periods and open enrollment applications must follow the timelines set by the medical insurance carriers.

4. Notice of desire to waive medical and or prescription insurance may be submitted to the business office at any time and will be effective pursuant to the regulations of the SEHBP.
 - a. Full-time personnel who waive medical and/or prescription insurance will receive reimbursement of an amount to be determined by the Board, as per law, which shall not exceed 25% of the combined insurance premium cost of \$5,000.00 (whichever is less). Reimbursement shall be paid in full with the last paycheck in June for each employee.
 - b. Reimbursement will be prorated based on contract length for part time salaried personnel.
 - c. Reimbursement shall also be prorated should the employee not waive coverage for the entire year.

5. Employees who waive medical insurance may retain all or any of the current individual prescription, vision, and dental plans. Reimbursement amounts shall be subject to the provisions of Chapter 2, P.L. 2010.

6. Medical insurance benefits for personnel on a leave of absence will be paid by the district only for the period of FLA or FMLA approved leave. After this period, the employee shall assume the costs of medical insurance under the provisions of the Consolidated Omnibus Reconciliation Act (COBRA). Payment for medical insurance costs shall be due prior to the period to be covered by the payment.

B. DENTAL INSURANCE

All employees will maintain a dental plan equal to or better than the 2006-09 contract agreement. Orthodontics is included as described in the plan. (Appendix D)

C. VISION PLAN

All employees will be covered by a vision rider paid by the BOE. The vision plan includes a \$200.00 reimbursement for hardware per two (2) year period from the original date of purchase. Any employee who goes outside of the SEHBP Vision network for an eye exam (1 per year) may submit expenses for reimbursement.

D. All employees shall continue to pay a cost contribution for Health Insurance Plan coverages at rates set forth in tier four of P.L. 2011, Chapter 78 Pension and Health Benefits Reform Law adopted June 2011. These contributions will continue until a different formula is negotiated between the parties or until a different formula is required by law. Payments shall be made by way of withholdings from each employee's payroll checks. The Board shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

ARTICLE XVIII: TRANSFERS

A. Unless in the determination of the administration that such notice would cause a problem, employees covered under this agreement shall be given sixty (60) days advance notice of an involuntary transfer unless an emergency situation would arise that necessitates a position being filled within thirty (30) days.

- B. In the event of an involuntary transfer, the affected employee will be granted a meeting with his/her immediate supervisor to discuss the transfer. All transfers will be according to certificate and seniority.
- C. Any employee shall be permitted to apply for a voluntary transfer.

ARTICLE XIX: PROTECTION OF EMPLOYEES AND PROPERTY

- A. The Board shall reimburse employees for the reasonable cost 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.
- B. The Board shall protect employees through appropriate insurance regarding the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

C. CUSTODIAL/MAINTENANCE PERSONNEL

- 1. The Board shall provide the following for custodial/maintenance personnel:
 - a. five (5) uniform work shirts per year for custodial/maintenance personnel. Custodial/Maintenance personnel will be required to wear the uniform when at work unless the tasks for the day warrant other clothing as determined by the supervisor;
 - b. one set of rain gear per employee, per 3-year contract, assigned to work outside;
 - c. insulated outerwear for custodial/maintenance employees assigned to work outside;
 - d. work boot/ shoe allowance per year for custodial/maintenance, not to exceed \$200.00, as approved by the Facilities Director as based on safety regulations. The district will arrange for the purchase.
- 2. Custodial/maintenance employees shall be granted ten (10) minutes prior to the end of the work shift for personal clean up.
- 3. Custodial/maintenance employee's evening shift salary differential of one \$1,000.00 per year, exclusive of the salary settlement.

4. Maintenance stipend of \$1,000.00 for assigned maintenance staff who hold a recognized plumbing and or electrical certification (do not have to have NJ certification) that is pensionable.

ARTICLE XX: ASSOCIATION -ADMINISTRATION COUNCIL

The Association-Administration Council shall be established and shall meet with the Superintendent at least twice: once in the first semester no later than the end of November and again in the second semester no later than the end of March of each school year. More meetings may be scheduled from time to time thereafter as the need arises. The Council shall consist of five

(5) representatives selected by the Association and three (3) persons appointed at large by the Superintendent. The purpose of the council is to periodically review and discuss local school matters and practices as well as administrative procedure and policy.

ARTICLE XXI: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom with a written note, and refer him/her to the next higher authority.
- C. Teachers shall be responsible for the supervision of school property and for school materials assigned to them. Any loss or damage to such property or materials shall be reported as soon as discovered by the teacher.

ARTICLE XXII: IN-SERVICE

Items for potential in-service topics or meetings may be submitted by an employee to the Professional Development Committee.

ARTICLE XXIII: MANAGEMENT RIGHTS

The parties agree, except as expressly set forth in this agreement, that the Board retains all rights, sources and authority to manage the affairs of the school district, and to control and direct the activities of the district employees during their hours of employment.

ARTICLE XXIV: EXTRACURRICULAR ACTIVITIES

A. Coaches shall be observed a minimum of one (1) time per sport season and co-curricular advisors shall be observed a minimum of one (1) time per year.

1. Coaches will not receive payment of coaching salary until all equipment, uniforms, or other miscellaneous materials have been accounted for by the assistant principal/Athletic Director and all other terms of the coaching agreement have been satisfactorily completed.

B. Payment to personnel accepting extracurricular activity assignments shall be as set forth in the Extracurricular Schedule hereto attached (Appendix C).

C. Personnel assigned extracurricular responsibilities shall remain in the position until the end of the extracurricular event.

D. Teachers accepting year long activities positions shall receive forty (40) percent of the stipend in December and sixty (60) percent with their last pay in June.

ARTICLE XXV: REPRESENTATIVE FEE

A. The Board Agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Association. Such deductions for members of the Association shall be made in accordance with the law.

B. The Board agrees to abide by the terms of the Workplace Democracy Enhancement Act as long as that law is in effect. The Board will abide by any future law as required.

C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees.

ARTICLE XXVII: DURATION OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 parties at the time they negotiated or signed this Agreement.

- B. This Agreement shall be effective as of the date of signing this Agreement and shall continue in effect from, July 1, 2022, to June 30, 2025, and subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

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 written below.

President: Sharon Lee Kuster

Secretary: Maria Helen McKeary

Date: February 9, 2023

BOARD OF EDUCATION OF THE CAPE MAY COUNTY TECHNICAL HIGH SCHOOL

President: [Signature]

Secretary: Lauren Flynn

Date: 1/24/2023

**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL
GRIEVANCE FORM**

Grievant: _____ **Position:** _____

Date of Occurrence of alleged violation(s): _____

+++++

Level 1 Immediate Liaison/Supervisor

Date of verbal discussion (*10 school/work days*): _____

Description of violation(s): _____

Remedy sought: _____

I Am not satisfied with the outcome of **Level 1** and wish to proceed **Level 2**

Grievant Signature (*within 10 school/work days of discussion*):

Name: _____ Date: _____

+++++

**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL
GRIEVANCE FORM**

+++++

Level 2 Principal

Date Received: _____

Date Replied (*within 10 school/work days*): _____

Disposition: Denied: _____ Granted: _____

Reason(s) : _____

Principal's Signature: _____

I am not satisfied with the outcome of **Level 2** and wish to proceed **Level 3**

Grievant Signature (*within 10 school/work days of Principal's reply*):

Name: _____ Date: _____

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**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL
GRIEVANCE FORM**

+++++

Level 3 Superintendent

Date Received: _____

Date Replied (*within 10 school/work days*): _____

Disposition: Denied: _____ Granted: _____

Reason(s) : _____

Superintendent's Signature: _____

I am not satisfied with the outcome of **Level 3** and wish to proceed **Level 4**

Grievant Signature (*within 10 school/work days of Superintendent's reply*):

Name: _____ Date: _____

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**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL
GRIEVANCE FORM**

+++++

Level 4 BOE Hearing

Date Received: _____

BOE informal hearing date (*no later than 2 regularly scheduled BOE meetings*): _____

Date Replied (*within 10 school/work days*): _____

Disposition: Denied: _____ Granted: _____

Reason(s) : _____

BOE President's Signature: _____

I am not satisfied with the outcome of **Level 4** and wish to proceed **Level 5**

Grievant Signature (*within 10 school/work days of BOE's reply*):

Name: _____ Date: _____

+++++

The Grievant is not satisfied with the outcome of Level 4 and the Association wishes to proceed to arbitration (*within 10 school/work days*)

Signature of Grievance Committee Chair

Date: _____

Teachers**Cape May County Technical High
School 2022-2023 Salary Guide**

Step	BA	MA	MA+30	MA+60	Doc
1	59,587	61,587	62,587	63,587	64,587
2	60,087	62,087	63,087	64,087	65,087
3	60,587	62,587	63,587	64,587	65,587
4	61,587	63,587	64,587	65,587	66,587
5	63,172	65,172	66,172	67,172	68,172
6	64,762	66,762	67,762	68,762	69,762
7	66,362	68,362	69,362	70,362	71,362
8	67,962	69,962	70,962	71,962	72,962
9	69,612	71,612	72,612	73,612	74,612
10	71,312	73,312	74,312	75,312	76,312
11	73,662	75,662	76,662	77,662	78,662
12	76,404	78,404	79,404	80,404	81,404
13	79,404	81,404	82,404	83,404	84,404
14	82,454	84,454	85,454	86,454	87,454
15	85,579	87,579	88,579	89,579	90,579
16	88,804	90,804	91,804	92,804	93,804
17	92,104	94,104	95,104	96,104	97,104

Teachers

Cape May County Technical High School 2023-2024 Salary Guide

Step	BA	MA	MA+30	MA+60	Doc
1	60,025	62,025	63,025	64,025	65,025
2	60,300	62,300	63,300	64,300	65,300
3	61,175	63,175	64,175	65,175	66,175
4	62,000	64,000	65,000	66,000	67,000
5	63,175	65,175	66,175	67,175	68,175
6	64,770	66,770	67,770	68,770	69,770
7	66,380	68,380	69,380	70,380	71,380
8	68,000	70,000	71,000	72,000	73,000
9	69,875	71,875	72,875	73,875	74,875
10	71,600	73,600	74,600	75,600	76,600
11	73,900	75,900	76,900	77,900	78,900
12	76,499	78,499	79,499	80,499	81,499
13	79,997	81,997	82,997	83,997	84,997
14	83,501	85,501	86,501	87,501	88,501
15	86,860	88,860	89,860	90,860	91,860
16	90,028	92,028	93,028	94,028	95,028
17	93,733	95,733	96,733	97,733	98,733

Teachers

Cape May County Technical High School 2024-2025 Salary Guide

Step	BA	MA	MA+30	MA+60	Doc
1	60,187	62,187	63,187	64,187	65,187
2	60,787	62,787	63,787	64,787	65,787
3	61,335	63,335	64,335	65,335	66,335
4	62,237	64,237	65,237	66,237	67,237
5	63,387	65,387	66,387	67,387	68,387
6	64,887	66,887	67,887	68,887	69,887
7	66,687	68,687	69,687	70,687	71,687
8	68,262	70,262	71,262	72,262	73,262
9	69,987	71,987	72,987	73,987	74,987
10	71,887	73,887	74,887	75,887	76,887
11	74,237	76,237	77,237	78,237	79,237
12	76,937	78,937	79,937	80,937	81,937
13	79,997	81,997	82,997	83,997	84,997
14	83,501	85,501	86,501	87,501	88,501
15	87,487	89,487	90,487	91,487	92,487
16	90,998	92,998	93,998	94,998	95,998
17	94,905	96,905	97,905	98,905	99,905

Custodians

Cape May County Technical High School 2022-2023 Salary Guide

Step	Custodian	Black Seal
1	31,520	32,520
2	31,720	32,720
3	31,920	32,920
4	32,120	33,120
5	32,620	33,620
6	33,120	34,120
7	33,870	34,870
8	34,870	35,870
9	36,370	37,370
10	36,790	37,790
11	38,290	39,290
12	40,075	41,075
13	41,860	42,860
14	44,060	45,060
15	46,260	47,260
16	48,960	49,960
17	51,460	52,460

Custodians

Cape May County Technical High School 2023-2024 Salary Guide

Step	Custodian	Black Seal
1	32,755	33,755
2	32,960	33,960
3	33,320	34,320
4	33,720	34,720
5	34,165	35,365
6	35,070	36,070
7	35,970	36,970
8	37,375	38,375
9	38,880	39,880
10	40,430	41,430
11	42,170	43,170
12	43,955	44,955
13	45,620	46,620
14	47,834	48,834
15	50,040	51,040
16	52,580	53,580
17	53,080	54,080

Custodians**Cape May County Technical High
School 2024-2025 Salary Guide**

Step	Custodian	Black Seal
1	33,795	34,795
2	34,130	35,130
3	34,420	35,420
4	34,895	35,895
5	35,520	36,520
6	36,370	37,370
7	37,120	38,120
8	38,270	39,270
9	40,020	41,020
10	41,540	42,540
11	43,130	44,130
12	45,010	46,010
13	46,150	47,150
14	48,454	49,454
15	50,520	51,520
16	53,206	54,206
17	53,996	54,996

Secretaries**Cape May County Technical High
School 2022-2023 Salary Guide**

Step	10 month	12 month
1	25,505	30,606
2	25,905	31,086
3	26,322	31,586
4	26,805	32,166
5	27,472	32,966
6	28,305	33,966
7	28,988	34,786
8	30,322	36,386
9	31,655	37,986
10	32,988	39,586
11	34,322	41,186
12	35,655	42,786
13	37,574	45,089

Secretaries**Cape May County Technical High
School 2023-2024 Salary Guide**

Step	10 month	12 month
1	26,504	31,805
2	27,067	32,480
3	27,483	32,980
4	27,982	33,579
5	28,817	34,580
6	29,833	35,800
7	30,724	36,870
8	32,087	38,505
9	33,421	40,105
10	34,754	41,705
11	35,675	42,810
12	37,322	44,786
13	38,808	46,570

Secretaries**Cape May County Technical High
School 2024-2025 Salary Guide**

Step	10 month	12 month
1	28,200	33,840
2	28,642	34,370
3	28,850	34,620
4	29,233	35,080
5	30,075	36,090
6	31,162	37,395
7	32,308	38,770
8	33,671	40,405
9	35,049	42,060
10	35,987	43,185
11	37,408	44,890
12	39,200	47,040
13	39,557	47,469

Aides

**Cape May County Technical High
School 2022-2023 Salary Guide**

Step	10 month
1	21,353
2	21,453
3	21,603
4	21,753
5	22,003
6	22,453
7	22,903
8	23,453
9	24,353
10	25,597
11	26,997
12	28,397
13	29,797
14	31,197
15	32,997
16	34,997
17	36,758

Aides**Cape May County Technical High
School 2023-2024 Salary Guide**

Step	10 month
1	21,512
2	21,612
3	21,762
4	21,937
5	22,162
6	22,612
7	23,062
8	23,612
9	24,512
10	25,756
11	27,050
12	28,450
13	30,000
14	31,400
15	32,999
16	35,020
17	37,020

Aides**Cape May County Technical High
School 2024-205 Salary Guide**

Step	10 month
1	21,914
2	22,014
3	22,164
4	22,302
5	22,564
6	23,014
7	23,464
8	24,002
9	24,914
10	26,158
11	27,558
12	28,958
13	30,358
14	31,758
15	33,500
16	35,120
17	37,477

Admissions Coordinator

Cape May County Technical High School

Deborah Valletto Salary for the term of the Agreement

2032-2023: \$67,169

2023-2024: \$68,983

2024-2025: \$70,845

EXTRACURRICULAR SCHEDULE 2022-2025**Coaches:**

Head coach*	\$6,200.00
Assistant coach **	\$4,200.00
Intramural coach (full year)	\$1,500.00
Intramural coach (half year)	\$ 750.00

**for each year anyone coaching returns to the same position they will receive a \$250.00 longevity payment (see attached Extracurricular Schedule)*

***for each year anyone coaching returns to the same position they will receive a \$150.00 longevity payment (see attached Extracurricular Schedule)*

Advisors:

Yearbook Advisor	\$3,050.00
Student Government Advisor	\$2,250.00
Class Advisor	\$2,250.00
National Honor Society Advisor	\$2,050.00
Key Club Advisor	\$2,050.00
SkillsUSA Advisor	\$2,050.00
FFA Advisor	\$2,050.00
Newspaper Advisor	\$1,850.00
Club Advisors (authorized by Board)	\$ 950.00

Hourly Athletic Trainer:

\$30.00 per hour in the Fall and Spring seasons

\$35.00 per hour in the Winter season

EXTRACURRICULAR SCHEDULE 2022-2025**Chaperones:**

Overnight Chaperone (per night)	\$200.00**
Chaperone (per event)	\$50.00

**Overnight Chaperone rate shall apply to SkillsUSA overnight trips, weekend trips, and any one-day trips that last 10 hours or more from the time the chaperone assumes supervisory responsibility until such time as the supervisory responsibility concludes. Overnight Chaperone shall be paid per day.

Detention Monitors:

Detention After School (per hour)	\$25.00
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Miscellaneous:

Greenhouse Supervisor (per hour) *	\$25.00
Aquaculture Supervisor (per hour)*	\$25.00
Animal Management Stipend (per hour)*	\$25.00
Building Monitors (per hour)	\$16.50
Summer School Prep (additional hours spent preparing paid at hourly rate upon approval)	No Stipend

* per hour as approved by supervisor up to a maximum of 115 hours per year

APPENDIX D



Cape May County Technical Group #07616-00001 Delta Dental Premier[®]

Preventive & Diagnostic	100%
* Exams, Cleanings, Bitewing x-rays (each subject to frequency limitations)	
* Fluoride Treatment (subject to frequency limitations, <i>children to age 19</i>)	
Remaining Basic	80%
* Fillings, Extractions	
* Endodontics (root canal)	
* Periodontics, Oral Surgery	
* Sealants	
Crowns & Prosthodontics	50%
* Crowns, Gold Restorations (over natural teeth)	
* Bridgework	
* Full & Partial Dentures	
Calendar Year Maximum (per person)	\$1,000
Calendar Year Deductible (waived on Preventive & Diagnostic)	
* Per Person	\$50
* Family Aggregate Deductible	\$150
Orthodontic Benefits, full comprehensive treatment (child only)	50%
* Lifetime Maximum (per person)	\$1,500

Over 300,000 participating dental offices nationwide participate with the national Delta Dental system, although you may choose any fully licensed dentist to render necessary services. Participating dentists will be paid directly by Delta Dental to the extent that services are covered by the contract. Non-participating dentists will bill the patient directly, and Delta Dental will make payment directly to the subscriber. **Maximum benefit may be derived by utilizing the services of a participating dentist.**

Visit your own dentist. If you do not have a dentist, there is a directory available with your plan administrator listing participating dentists. You may call **1-800-DELTA-OK** and a list of participating dentists located in your area will be mailed directly to your home or you may access our Website at www.deltadentalnj.com.

During your **FIRST** appointment, tell your dentist that you are covered under this program. Give him/her your Group's name, its Delta Dental Group Number and your Member ID number.

If you have any questions regarding your Delta Dental Premier[®] benefits, you may contact our Customer Service Department Monday through Thursday, 8:00 a.m. to 6:30 p.m. EST and Friday, 8:00 a.m. to 5:00 p.m. EST, at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.