

PROFESSIONAL EMPLOYEES AGREEMENT

Between

**LOWER CAPE MAY REGIONAL
BOARD OF EDUCATION**

And

**LOWER CAPE MAY REGIONAL
EDUCATION ASSOCIATION**

**For the school years
July 1, 2017 – June 30, 2021**

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PREAMBLE

This Agreement, entered into this first day of July, 2017 by and between the Board of Education of the Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board" and the Lower Cape May Regional Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board as follows:

Classroom Teachers, Nurses, Media Specialists, Reading Teachers,
Co-Curricular Sponsors, Guidance Personnel, Department Liaisons,
and Child Study Team Members.

Positions that are excluded from this agreement include Substitute Teachers, and Confidential, Managerial and Supervisory Staff.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated will be reduced to writing and will be subject to ratification by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be ratified and signed by the Board and the Association.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and /or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of the Agreement with any organization other than the Association for the duration of this Agreement.

G. In accordance with Chapter 123 P. L. 1974, proposed new rules or modifications of rules changing the terms and conditions of employment shall be negotiated with the Association.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. A "grievance" is any alleged violation of this Agreement (or any dispute with respect to all matters concerning the terms and conditions of teachers' employment).
2. An "aggrieved party" can be a teacher, the Association, or the Board.
3. Level One – Principal of the school in which the alleged grievance occurred
4. Level Two – Superintendent
5. Level Three – Board of Education
6. Level Four – Binding Arbitration

C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.

2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after the aggrieved party has reasonable cause to have notice thereof.

D. Grievance Procedures

1. The aggrieved party shall first submit the grievance in writing to the appropriate Level One representative. The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.

2. Level Two - The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Include in the submission the originally filed grievance and all other materials submitted at the prior stage of the procedure. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two if no decision is rendered, move the grievance in writing to Level Three.

3. Level Three - The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. Include in the submission the originally filed grievance and all other materials submitted at the prior stage of the procedure. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty-five (35) calendar days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and the aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.

4. Level Four - If the aggrieved party and the Association are dissatisfied with the disposition of the grievance at Level Three, the Association may, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission to Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver copy of said petition to the Board Secretary.

a. A request for the names of arbitrators shall be made, and upon the receipt of the names of the proposed arbitrators, a designee of the Board of Education and of the Association shall strike the names from the list in accordance with the rules and regulations of the Public Employees Relations Committee in the selection of an arbitrator.

b. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to or detracts from the provisions of this Agreement.

E. Miscellaneous

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself and a maximum of five (5) representatives in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123 Public Laws of 1974.

2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.

3. All parties must indicate in writing on the form provided the fact that the grievance has been resolved.

4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time as said grievance is finally determined.

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

6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. The fees and expenses of the arbitrator shall be borne equally by the Board and the Association. All other costs related to arbitration will be borne by the party incurring same.

8. If a grievance affects a group or class of teachers, or if entering the grievance at Level One would be moot, the Association may enter the grievance at either Level Two or Level Three of the grievance procedure. Level One and/or Level Two representatives shall be notified in writing of the grievance at the time the grievance is submitted to Level Three.

9. Under ARTICLE XIV, LEAVES OF ABSENCE, Section B-9a, the decision of the Superintendent shall be final and no grievance may be filed against that decision.

ARTICLE IV

TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and of the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Board or any authorized committee or representative of the Board concerning any matter which adversely affects the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Any suspension of a teacher pending charges may be with pay within the discretion of the Board as limited by law.

F. Teachers shall not use their institutional privileges for private gain at the expense of the students.

G. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the Education profession.

H. Nothing in this Agreement shall be construed to alter the obligation and duties of persons in public employment under Article I, paragraph 19, of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this state.

ARTICLE V

MANAGEMENT RIGHTS

A. The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the rights:

1. To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils;

2. To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;

4. To decide upon the means and methods of instruction, and the selection of textbooks and other teaching materials and the use of teaching aids;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and extra-curricular activities.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Constitution and Laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

D. The Board of Education reserves unto itself the sole right under Article V and within laws of the State of New Jersey to manage the educational system.

In addition to items specified in Article V the Board has the sole discretion to determine the financial needs of the district. During the length of this contract and beyond, the Board cannot guarantee that there will not be any layoffs.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal (or sign in) upon arrival on the premises during school hours.

C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.

D. The Association has the right to use school equipment, including typewriters, E-Mail, other duplicating equipment, calculating machines, all types of audio-visual equipment, computers, printers, and related equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within the Agreement.

F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.

G. All communications from June 15th to August 31st regarding this Agreement will be directed to the President of the Association by certified return receipt mail. The Association shall assume the cost of the mailings.

H. If any employee represented by the Association does not become a member of the Association during any contract year (July 1 to June 30), he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members up to the maximum amount allowed by law (which is presently set at 85%).

1. During each membership year, the Association will submit to the Board or its representative a list of those employees who have not become members of the Association for the current year.

The Board shall deduct from the salaries of said employees the amount specified above and transmit the amount so deducted to the Association. It is understood that said deduction shall be done in as nearly as possible equal installments.

2. If an employee who is required to pay the representation fee terminates his or her employment with the Board before the full fee has been paid, the Board shall deduct the balance owed from the last paycheck of said employee.

3. The Association will indemnify and hold the Board harmless against any and all claims arising from the Board's conformance with this provision.

ARTICLE VII

SCHOOL CALENDAR AND TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall be as follows:

1. 2010-11 and every year thereafter – 184 days which shall include 180 legal school days with the additional time to be used for staff development/teacher preparation purposes.
2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
3. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.
4. Teacher attendance will be required at one Back-to-School night each year. All Back-to-School nights will be half-day dismissals.

B. The school calendar, when fixed and adopted by the Board, shall be considered as part of this Agreement, and shall be attached hereto as Schedule B.

1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board of Education, and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board of Education on or before December 1st, or as soon thereafter as a county school calendar is proposed.
2. For the length of this contract, the day preceding Christmas and Easter vacation will be a half-day dismissal.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

B. Hourly rates - \$30/hr. to include
Homebound and in-bound homebound

<u>#of students</u>	<u>Inbound homebound</u>	<u>Homebound</u>
2, 3, 4	\$34	\$36
5 +	\$44	\$46

Detention duty, regardless of the number of students will be paid \$30/hr.

C. The principals shall be charged with scheduling yearly and daily teaching loads in the junior and senior high schools so that there may be six (6) teaching periods which should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.

D. 1. Teachers shall have a daily duty-free lunch period at least equal to the lunch period of the students in their building, but not less than twenty-five (25) minutes per day.

2. The Board recognizes the occasional need for teachers to leave the building during their prep periods for personal reasons, school business, and related activities. Teachers should strive to keep such occurrences to a minimum, and must sign out and in upon leaving and returning, and should indicate their destination. Teachers may also leave the building during their lunch periods, but they also must sign out and in.

3. In the event of the implementation of block scheduling, the arrival and departure time of the staff may be less than the 15 minutes before or after the arrival and departure time of students.

Also, if block scheduling is implemented, preparation time shall be equal to a full instructional period, and if the teaching staff member will be out of the building for more than 45 minutes, the staff member MUST have prior approval from the Building Principal and/or his/her designee.

E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings once per month. However, it is understood that an Administrator may require a staff member, on occasion, to stay after school for a parent conference. This shall only occur when a conference with the parent cannot be scheduled during the regular school day.

2. The notice of an agenda for any meetings shall be given to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

3. Teachers shall not be assigned to cover classes during their preparation period except in an emergency. An emergency shall be defined as a situation for which there is no reasonable opportunity to make other arrangements.

4. A teacher's total in-school workday shall consist of not more than 7 hours per day including arrival and departure time which shall include a duty free lunch period and a duty free planning/prep time as referenced in Section F. Starting and ending times will be determined by the Board, but will be consistent with a seven (7) hour day including arrival and departure times.

5. In the event of the implementation of a restructured day, the available time created shall be used for the purposes of teacher in-service, meetings, curriculum work and other educational related activities not involving direct student contact. Activities involving student contact may be performed on a voluntary basis.

F. Teachers shall, in addition to their duty-free lunch period, have one period daily for preparation equal in length to a full instructional period. However, over the course of a given week, 20% of a teacher's weekly cumulative prep time may be directed at the discretion of the administration for the purpose of professional development and meetings. Administrative directed prep time cannot exceed more than half of the teacher's daily preparation time.

1. When Administration calls for a professional development meeting during prep time, they must provide an agenda one day in advance.

2. Administration will limit requiring the same staff for professional development meetings to once per week.

3. An Administrator or duly appointed designee must be present at any professional development meeting called during prep time.

G. Teacher participation, as set forth in Schedules C and D, shall be compensated according to the rate of pay and/or release time in Schedules C and D. The Board shall have in its sole discretion the option to fill or not to fill any or all of these positions. Extra-curricular activities other than those set forth in Schedules C and D shall be carried out without compensation.

H. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available at any time to designated supervisors and administrators. Failure to maintain such plans will subject an employee to disciplinary action on the first occasion

All non-tenured teaching personnel will be required to submit weekly lesson plans to their immediate supervisor.

I. Teachers shall be punctual in reporting to school, to meetings, and to all of their assignments

J. The Administration may require a teacher to perform a necessary task, but the teacher shall not be required to perform hazardous tasks detrimental to his/her physical safety.

K. In the event of the implementation of an 8 period day, it is agreed that the departure time of the staff may be less than 15 minutes after the departure of the students.

L. Any staff member that is involved in an "advisor/advisee" program in either school (as it is presently designed, and on average 1 session per month), will be entitled to leave at the conclusion of the instructional day on a half day in-service during the school year. Professional development hours will be given for this program as determined by the District's Professional Development committee. The particular half day that the staff member may miss will be determined by the Superintendent or his/her designee. It is the general intent that the particular half day that is used will be on a Friday in the Spring. Exceptions may be granted by the Superintendent or his designee at his/her discretion.

ARTICLE IX

NON-TEACHING DUTIES

- A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance written approval of the Principal.
- B. Any teacher on school business shall be reimbursed at the automobile reimbursement rate per the NJ Department of Treasury, Office of Management and Budget, which is currently \$0.31 per mile. Any request for mileage must be approved by the building principal and superintendent.
- C. Extra –curricular activities. Each teacher should generally and voluntarily sponsor some/one extra-curricular activity as a natural outcome or interest of their subject matter preparation and be paid in accordance with Schedule C. & D.
- D. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.
- E. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.
- F. Teachers shall not be required to maintain school attendance registers.

ARTICLE X

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her appropriate step on the salary guide and advance accordingly from year to year.
- B. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than May 15th.
- C. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history, shall be subject to appropriate action by the Board and/or the Association.
- D. Dismissal procedures of teachers under tenure shall be that as provided by law.
- E. Dismissal procedures of non-tenured teachers shall be that as provided by law.

ARTICLE XI

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments, except in the case of a split salary guide.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, except in the case of a split salary guide. Paydays shall be the fifteenth and thirtieth of each month.

3. When a payday falls on or during a school or legal holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June.

C. Longevity shall be paid each teacher upon his reaching step 17 to 30 as specified on the attached salary guides.

D. Bachelor Plus Classification

1. For a bachelor's plus classification education credits earned shall be subject to terms, conditions and limitations as follows:

a. Each credit earned must be a graduate credit earned from an accredited institution.

b. Each credit shall be earned in one or more of the areas as follows:

(1). In the subject matter for which the teacher has been retained by the Board;

(2). In the area of education

(3). In the area of education administration

(4). In the area of education guidance

c. The teacher shall receive a minimum "B" grade for each credit toward the Bachelor Plus classification.

d. No credit shall be earned by the teacher for courses taken outside the areas enumerated in Paragraph 1-b hereinabove without the prior written consent of the Superintendent.

2. All classifications over that of a Bachelors Degree recognized prior to July 1, 1977 shall be continued notwithstanding the fact that such classification does not meet the criteria as set forth hereinabove.

ARTICLE XII

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year at the discretion of the Administrator and no later than twenty-one (21) days before the beginning of school, except in an emergency. It is understood that every attempt will be made to abide by the twenty-one (21) day notice but that there may be isolated circumstances that prevent this and notice will be given ASAP if the twenty-one (21) day period has passed.

2. The Superintendent shall notify all newly appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. Teachers shall regularly participate in curricular development individually and in committee, to provide an on-going education program to serve the needs of the students in the school district.

4. Teachers shall seek supervisory assistance when needed and accept supervision as provided by the school system.

B. The requirements as set forth in Article VIII, Paragraphs E-1 and J, shall be limited to that which is reasonable and necessary for the full, complete and effective implementation and performance by the teacher of the teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Constitution of the United States.

ARTICLE XIII

TEACHER EVALUATION

A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher, and will comply with the TEACHNJ Act, P.L. 2012 c.26, adopted on August 6, 2012.

2. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one (1) week of said evaluation, an evaluation report shall be prepared and presented to the teacher. At such time, the teacher shall have an opportunity to conference the report with the evaluator. No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

B. 1. A teacher shall have the right, upon request, to review his personnel file at least once a year and to receive one copy at Board expense of any material contained therein in the event of a Board's hearing or dispute; otherwise a copy shall be at the teacher's expense. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the teacher a duplicate of said answer, which duplicate shall be supplied by the teacher.

3. The Board will not establish any personnel file which is not available for the teacher's inspection.

4. Effective July 1, 1979, each teacher shall be afforded the opportunity to sign each correspondence prior to its inclusion in his her/personnel file.

5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

C. 1. Prior to any evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to non-supervisory personnel by the Principal or counterpart supervisor periodically in accordance with the following procedures:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports or observations, and of discussions with any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

(1). Strengths of the teacher as evidenced during the period since the previous report;

(2). Weaknesses of the teacher as evidenced during the period since the previous report;

(3). Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated

d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.

e. Tenure teachers shall be evaluated no less frequently than once each school year.

D. Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance.

E. Work Load Consideration – During evaluation of a teacher, the evaluator shall take into consideration the workload of the teacher being evaluated. Said workload shall be consistent with the available equipment, supplies and facilities.

ARTICLE XIV

LEAVES OF ABSENCE

A. Sick Leave As of September 1st, all teachers shall be entitled to ten (10) sick leave days for each school year as of the first official day of said school year regardless of whether they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification shall be submitted.

For the 2017-2018, 2018-2019 and 2019-2020 school years, any teaching staff member that does not use any part of 10 sick days or three personal days during the 184 day school year will receive a sum of \$600 by June 30th of the contracted year.

Any teaching staff member that does not use any part of 10 sick days during the 184 day school year and excluding personal days will receive a sum of \$400 by June 30th of the contracted year.

Persons requesting and receiving unpaid leaves of absence, including all types of military service, shall not be eligible for an attendance bonus during that school year.

Persons who miss school, utilizing sick leave, but feel such was due to an on the job injury, but who do not receive workmen's compensation, shall not be eligible for the attendance bonus unless so approved by the Superintendent, in his sole discretion, whose decision shall be binding and non-grievable. Persons out of work due to workmen's compensation, but who otherwise fulfill the requirements for perfect attendance mentioned above, shall receive a pro-rated share of the bonus, based upon a 184-day. As an example, an employee on workmen's compensation for 45 days would receive 75.5% (139 divided by 184) of the appropriate bonus.

In 2020-2021, Section A of Article XIV regarding the attendance bonus for not using sick and/or personal days will be eliminated from the contract.

If a staff member is not present at the beginning of the school year (not being paid), he/she will get a pro-rated share of sick days. This will not pertain to those tenured staff members on maternity leave. Such individuals will receive all sick and personal time as if they were present and getting paid on September 1st.

A teacher shall be entitled to convert a maximum of five (5) accumulated sick days per year to critical illness time. Critical Illness is defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician, for members of the employee's immediate family defined as spouse, children, mother or father. In the event of more than one immediate family member being critically ill during the year, employees may request additional time, which is subject to denial by the Superintendent in accordance with the needs of the school system. The Superintendent's decision shall be non-arbitrable. Use of Critical Illness time will run concurrently with the Family Leave Act and Family Medical Leave Act.

B. Other Leaves

1. Personal Leave – First year of service – one personal day; second year of service – two personal days; three or more years of service – three personal days.

The number of personal days becomes effective July 1, 1993, for all newly employed staff. Present staff would continue to be granted three personal days.

Personal leave days are to be utilized only for personal business, or legal or family matters that cannot be conducted outside the normal workday. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted to sick days and added to the allotment in "A" above.

Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.

3. If more than two personal days are to be used consecutively, a statement of reason will be required for the last day.

4. If a sick day precedes or follows a personal day, a physician's note will be required by the Superintendent or his designee.

5. Requests for all personal leave proceeding or following a holiday must be submitted 30 days in advance, subject to approval by the Superintendent. This will be managed on a first-come, first-serve basis. The Superintendent has the discretion to approve or disapprove all leave requests. An individual teacher may use this option only one time every three years. The Superintendent's decision will be non-arbitrable.

6. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system will not result in the loss of pay or personal leave days.

7. In cases where the teacher is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.

9. Critical Illness and Bereavement Leave

a. Bereavement leave in the event of the death of an employee's family member defined as step father, step mother, step son, step daughter, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 3 days per occurrence. Bereavement leave in the event of death of an employee's father, mother, sister or brother, shall constitute up to 5 days excused leave per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.

b. In the event of a death of a close friend or other relative, employees may request one day of leave, which is subject to denial by the Superintendent in accordance with the needs of the school system. This day can only be used if no personal days remain. The Superintendent's decision shall be non-arbitrable.

10. Other leaves subject to terms may be granted by and in the sole discretion of the Board.

11. Teachers may use personal days one time for purposes of their own wedding or honeymoon.

12. Personal days requested prior to or after a weekend must be submitted at least 1 full week (5 school days) in advance of the day(s) requested and subject to B-1.

C. Sabbatical Leaves – Two (2) sabbatical leaves of absence for any school year may be granted by and in sole discretion of the Board to any professional employee upon written request for the purpose of study, or travel for the purpose of study, or for reasons of health.

1. The applicant for a sabbatical leave shall have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School District.

2. The applicant's request for a sabbatical shall be submitted in writing to the Superintendent no later than March 1st of the school year preceding the year for which said sabbatical is sought.

3. An application for a sabbatical shall set forth the reasons for which said sabbatical is requested. If the sabbatical is requested for reasons of health, the request must be accompanied by a certificate from the attending physician as to the necessity therefore.

4. The Board shall notify the applicant in writing of approval or disapproval of said application for leave not later than the first week of May following the receipt by the Board of the application.

5. Upon receiving permission and upon termination of said leave, the applicant shall resume his service at the opening of the ensuing school year and continue said employment for not less than two (2) additional school years. A contract to this effect shall be signed by the applicant prior to the commencement of the leave.

6. To the extent the applicant receives compensation while on sabbatical leave, the compensation as provided in Paragraph 8 herein below shall be reduced on a dollar for dollar basis.

7. The period of sabbatical leave shall count as regular employment in the school district.

8. An employee granted a sabbatical shall receive one half (1/2) of his regular salary for said period.

D. Sick Leave Due to Pregnancy

1. Teachers may apply for and be granted sick leave due to pregnancy for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child.

2. All individuals seeking disability leave for a period of up to four weeks prior to the anticipated date of birth of a child and four weeks after the anticipated birth must produce a certification from their physician referring to the anticipated date of birth.

3. Any individual seeking additional disability leave through use of accumulated sick leave must produce appropriate medical documentation establishing the medical basis for this extended disability period.

4. The Board, regarding these extended disability extensions, may require the affected individual(s) to see a Board physician as a condition of the receipt of additional extended leave. The individual in the appropriate circumstances as set forth above may utilize all of their accumulated sick leave prior to taking any unpaid child rearing leave if requested.

E. Child Rearing Leave

1. In the case of an adoption, notice shall be given to the teacher's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the teacher is informed of the custody date.

2. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a teacher must work at least 90 days in the school year that the leave commences or terminates. A teacher utilizing accumulated sick leave prior to an unpaid child rearing leave shall be considered as working for purposes of the article.

3. A teacher on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as required by statute.

F. Education Association Leave

1. "Board shall provide 2 days per year of release time to Association President or his/her designees to perform their duties as Association Representatives. Release time shall not reduce the unassigned time, preparation time, lunch periods, and break periods of said representatives." There is an option of more time if required but must be approved by Superintendent and decision to grant time or not is non-grievable.

ARTICLE XV

SUBSTITUTES

A. Teachers who must be absent from school shall notify the person so designated by the Administration not later than 7:00 a.m. on the day they will be unavailable for work, unless some prior agreed to notification has been set by the involved teachers and the Administration. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

B. Long term replacement teachers who are expected to work for two months or more or who are filling a vacated position shall be paid at the per diem rate of 1/200th of his or her appropriate classification at Step 1 pro-rated for the period of his or her service. Long-term replacement teachers are not entitled to any contractual benefits.

ARTICLE XVI

PROTECTION OF TEACHERS

A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his/her duties, the teacher shall not forfeit any sick leave or personal leave.

2. Absence because of injury arising out of a teacher's employment shall be compensated in accordance with the provisions of the Workman's Compensation Law and NJSA 18A:30-1 et seq.

B. A school nurse shall be scheduled for the entire school day for each school.

ARTICLE XVII

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 exclude the student from the classroom with a written note, and refer him/her to the next higher authority. If a student is sent out he/she will be kept out from class for a full period only (for 1 period), after which he/she may be sent back to class as determined by the Principal, Assistant Principal or his/her designee.

C. Teachers shall be responsible for the supervision and accountability of school property and for school materials assigned to them.

ARTICLE XVIII

INSURANCE PROTECTION

A. The Board will provide coverage as set forth in the New Jersey School Employees Health Benefits Program (NJSEHBP) for NJ Direct15 and Aetna HMO, which includes the prescription benefit, or its equivalent, for the entire family in compliance with state statute Ch.78, P.L. 2011 and the negotiated contract. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.

B. Fringe Bank is \$1,000.00 for length of contract and Association agrees to pay up to \$50.00 of the 125 Plan Administration fee. The employee's Fringe Bank is to be used for out-of-pocket medical expenses such as physician/hospital co-pays, deductibles, and coinsurance, dental expenses (including preventive dental coverage for dependent children under 14 years of age, which is mandated by the Affordable Care Act) , and vision expenses.

1. All first year teachers to the Lower Cape May Regional School District will be ineligible for fringe bank reimbursement. Expenses incurred during this year will not be eligible for reimbursement purposes.

2. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods.

3. Any unused funds from a given school may be only carried over one (1) school year.

4. The Board of Education shall maintain a Section 125 Plan for our health insurance and fringe benefits.

5. Members of the Association whom are on sick leave, or sick leave due to pregnancy, shall be entitled to "Fringe Bank Benefits" pursuant to Article XVIII Section D for those expenses actually incurred during the period of such sick leave. Members of the Association whom are granted child rearing leave, leaves of absence, or any other type leave shall not be entitled to "Fringe Bank Benefits" pursuant to Article XVIII Section D for any expenses incurred during the period of any such leave of absence.

C. In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the New Jersey School Employees Health Benefits Program with the sole exception that a clause mandating a required second opinion for surgery may be included. In the event that a second opinion for surgery is mandated, the covered participant or dependant will be held harmless for any financial obligations resulting from the obtaining of said second opinion. Charges related to the mandatory second opinion will be the responsibility of the insurance carrier or the Board.

ARTICLE XIX

PERSONAL AND ACADEMIC FREEDOM

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

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to expressed Board policy.

In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its Administration, or the Board and subject to Board policy.

C. The Board of Education will provide the instruction and services mandated by law and rules as necessary for the implementation of a thorough and efficient system of free public education and such other instruction and services as the Board deems appropriate for the thorough and efficient education of the students of this district. The Board shall annually approve a list of all programs and courses that comprise the district's curriculum and shall approve any subsequent changes in the curriculum in accordance with Board policies. The Board directs the curriculum be consistent with the educational goals and objectives of this district, the New Jersey Core Curriculum Content Standards and responsive to identified student needs. The Superintendent shall, in consultation with teaching staff members, assure the effective articulation of curriculum across all grade levels and among the constituent districts of the Lower Cape May Regional School District.

ARTICLE XX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board shall allocate funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity to enable teachers to properly fulfill their teaching responsibilities. Teachers are required to follow the District's Standard Operating Procedures when purchasing materials and/or supplies.

- B. Teachers shall be a part of all textbook selection.

ARTICLE XXI

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Social Security # _____

School Building _____

District _____

To Disbursing Officer _____

Board of Education _____

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawal as of January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any liability therefrom.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.

D. 1. Whenever a teaching or administrative vacancy occurs or a new position is created, within three (3) days after receipt of the official resignation (or designation by the Board that a new position has been created, a Notice shall be given to the President of the Association, said Notice stating that such a vacancy exists.

2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this system. All qualified staff members making application for said vacancy shall be given due consideration.

E. For the purpose of binding the Board, notwithstanding the provisions of Article XXII, Paragraph D, a teaching vacancy shall not exist until the resignation form is submitted in proper form and said resignation is formally accepted by the Board. All Schedule C and D appointments will be appointed annually and considered vacant upon conclusion of the season.

F. Any Liaison who teaches a 6th period shall be paid \$3,750. for the duration of contract.

G. Positions that are funded through grant monies and therefore may or may not be in existence on a yearly basis shall be posted and advertised in accordance with contract. Positions will be filled as provided by contract or law. At the Board of Education's discretion, a list of these positions and their salaries shall be provided to the Association on a yearly basis and updated as needed.

H. Any teaching staff member of the Professional Development Committee will be paid \$250. provided he/she spends 10 hours time thereon. This stipend is paid only because the committee is state mandated.

G. When feasible, for the President of the Association to teach no more than five classes per day.

ARTICLE XXIII

DEDUCTION FROM SALARY

A. 1. I designate the Lower Cape May Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Lower Cape May Regional Education Association _____

Cape May County Education Association _____

New Jersey Education Association _____

National Education Association _____

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1, under the rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teachers' salaries money for Local, State and for National association services and programs as said teacher individually and voluntarily authorizes the Board to deduct and transmit monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Any teacher either in their first or second year of teaching may take 3 credits a year and receive reimbursement during a contract year (July 1st to June 30th) upon taking graduate credits at an accredited college or university in the areas of their current teaching assignment or towards a degree program or upon approval by the Superintendent. If a teaching staff member leaves the district voluntarily in their first or second year they shall be responsible to reimburse the Board prior to their leaving the amount paid by the District. In the third year and thereafter, a teaching staff member shall receive reimbursement for up to 6 credits a year. Reimbursement will be made up to a maximum on-line Rowan Graduate School rate per credit hour. If the employee leaves within three years of taking the course, he/she will reimburse the District for the tuition cost paid by the District.

To be eligible for reimbursement, the teacher must receive a "B" or better. Official transcripts of the grade and proof of tuition costs must be submitted. To be reimbursed, the teacher must receive approval from the Superintendent prior to the start of the course(s).

The Board and the Association agree to form a Professional development Committee that will develop a plan for continuous professional development yearly.

The new plan must be in accordance with the adopted code. Staff members may take in-house credits, courses completed at colleges or universities, distance learning courses, or curriculum development to meet the 100 credit hour requirements. Professional development hours other than approved graduate courses cannot be counted for movement on the salary guide; only graduate courses that are approved by the State of New Jersey and taken from accredited institutions will be permitted for movement on the salary guide, as well as the following:

In-house workshops may be offered throughout the school year that will provide Continuing Education Units (CEU's) at the rate of one credit per (ten) 10 hours. The ten (10) hours will count towards the Professional Development requirement and the one (1) credit will count towards movement on the salary guide. CEU's alone cannot take a staff member to the next level (BA+15, B+30, etc.) on the salary guide. They must be combined with an approved graduate course.

If it is further understood that it is the Board's responsibility to: monitor the requirements and provide active assistance and support of teachers' efforts to meet the requirements and the responsibility of the district's administration to identify teachers' continued education plan in their individual Professional Improvement Plan (PIP); to monitor, through the PIP, teachers' efforts to meet the requirement; and to take appropriate remedial action, through progressive supervision and use of existing laws and rules, when an individual teacher fails to make annual progress or fails to satisfy the requirement fully within the five-year period.

It is the responsibility of the individual staff member to maintain accurate records of all professional development hours and CEU's. The accumulated time must be certified through the staff member's supervisor and the PIP process.

ARTICLE XXV

SICK LEAVE REIMBURSEMENT

Teachers who retire from the District and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave provided eighteen (18) years of service have been completed in the Lower Cape May Regional School District at the following rates:

1. 38% of his/her per diem leave (calculated at 1/200th of annual salary at the time of retirement) rate if he/she retires during the 2017-2018 school year.
2. 35% of his/her per diem leave (calculated at 1/200th of annual salary at the time of retirement) rate if he/she retires during the 2018-2019 school year.
3. 35% of his/her per diem leave (calculated at 1/200th of annual salary at the time of retirement) rate if he/she retires during the 2019-2020 school year.
4. 34% of his/her per diem leave (calculated at 1/200th of annual salary at the time of retirement) rate if he/she retires during the 2020-2021 school year.

Payment shall be made within based on the following:

- Notification prior to December 31st - payment will be made by August 30th of the following year.
- Notification after January 1st - payment will be made on the 1st pay period after one year from the notification.

The estate of any employee with 18 years of service in the District who becomes deceased during the term of his/her employment shall be entitled to 35% of value of accumulated sick leave.

Teacher's who retire in the district who were hired after May 21, 2010 shall only be eligible for a maximum payout of \$15,000 based on \$100/day providing the staff member has completed 25 years of service in the District.

ARTICLE XXVI

SUMMER WORK

Teachers employed after the end of the teacher work year shall be paid at their per diem rate up to a maximum of nine steps depending upon their classification and step on the guide, based upon the July 1, 2017 salary guide, and upon the July 1, 2018 salary guide for the second year, and upon the July 1, 2019 salary guide for the third year of the contract, and upon the July 1, 2020 salary guide for the third year of the contract.

Regular summer work hours shall be 8:00 a.m. to 2:00 p.m. with a twenty-minute lunch break to be taken on site.

These salaries apply to librarians, guidance counselors and child study team members and any other personnel as assigned by the Board.

Summer completion teachers shall be paid at the same rate above except pro-rated to the hours of 8:00 a.m. to 1:00 p.m.

Summer work – staff development training, including meetings, will be paid at the rate of \$30.00 per hour.

Summer curriculum development pay will be specified prior to performance and will include the fee for a finished product.

Examples (2011-2012):

- A. A staff member at BA step 3 would receive 1/200th of BA step 3, or \$245.81 per diem.
- B. A staff member at MA+30, step 12 would receive 1/200th of MA+30, step 9, or \$304.05 per diem.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in effect until June 30, 2021 and subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

The parties mutually agree that should negotiations for a successor contract to the Lower Cape May Regional Education Association collective bargaining agreement not be completed prior to June 30, 2021, unit members shall not be advanced on the salary guide either vertically or horizontally, and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on June 30, 2021 until such time a successor agreement is reached. Unit members will receive retroactive pay once the agreement is settled.

Movement on the guide shall be interpreted to include a vertical guide step increase and/or a column differential based on educational credit or degree attainment, and/or an increase in longevity based on years of service. Unit members shall have their salary "frozen" at the June 30, 2021 rate 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

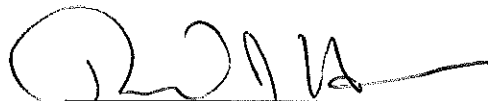
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

LOWER CAPE MAY REGIONAL
EDUCATION ASSOCIATION

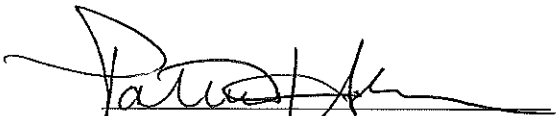
LOWER CAPE MAY REGIONAL
BOARD OF EDUCATION



PRESIDENT



PRESIDENT



SECRETARY



SECRETARY

5/19/17
DATE

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

CAPE MAY, NEW JERSEY

RESIGNATION

TO: Lower Cape May Regional Board of Education

SUBJECT:

This letter is to serve as formal notice of my resignation

as _____

from the Lower Cape May Regional School District, effective: _____

Signature of Resignee

I certify that this resignation was submitted to the Superintendent, and executed on

_____ before me _____

who witnessed same.

Signature of Resignee

Signature of Witness

SCHEDULE E
GRIEVANCE FORM

Level of Grievance:

Level One:

Aggrieved Party or Representative

Date of Submission

Building Principal

Level Two:

Aggrieved Party or Representative

Date of Submission

Superintendent of Schools

Level Three:

Aggrieved Party or Representative

Date of Submission

Secretary to the Board of Education

Level Four: Notification of submission of grievance to Arbitration

Aggrieved Party of Representative

Date of Notification

Secretary to the Board of Education

Notification of petition to submit grievance to Arbitration:

Aggrieved Party or Representatives

Date Copy Received

Secretary to the Board of Education

2017-2018

Step	BA & NON DEGREE	BA +15	BA +30	MA	MA +15	MA +30	PHD
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1	52,955	53,955	54,955	55,955	56,955	57,955	58,955
2	54,173	55,173	56,173	57,173	58,173	59,173	60,173
3	55,391	56,391	57,391	58,391	59,391	60,391	61,391
4	56,609	57,609	58,609	59,609	60,609	61,609	62,609
5	57,827	58,827	59,827	60,827	61,827	62,827	63,827
6	59,416	60,416	61,416	62,416	63,416	64,416	65,416
7	61,004	62,004	63,004	64,004	65,004	66,004	67,004
8	62,593	63,593	64,593	65,593	66,593	67,593	68,593
9	65,135	66,135	67,135	68,135	69,135	70,135	71,135
10	67,676	68,676	69,676	70,676	71,676	72,676	73,676
11	70,218	71,218	72,218	73,218	74,218	75,218	76,218
12	72,760	73,760	74,760	75,760	76,760	77,760	78,760
13	75,302	76,302	77,302	78,302	79,302	80,302	81,302
14	77,844	78,844	79,844	80,844	81,844	82,844	83,844
15	80,386	81,386	82,386	83,386	84,386	85,386	86,386
16	82,928	83,928	84,928	85,928	86,928	87,928	88,928

17	83,623	84,623	85,623	86,623	87,623	88,623	89,623
18	84,318	85,318	86,318	87,318	88,318	89,318	90,318
19	85,013	86,013	87,013	88,013	89,013	90,013	91,013
20	85,708	86,708	87,708	88,708	89,708	90,708	91,708
21	86,403	87,403	88,403	89,403	90,403	91,403	92,403
22	87,098	88,098	89,098	90,098	91,098	92,098	93,098
23	87,793	88,793	89,793	90,793	91,793	92,793	93,793
24	88,488	89,488	90,488	91,488	92,488	93,488	94,488
25	89,183	90,183	91,183	92,183	93,183	94,183	95,183
26	89,878	90,878	91,878	92,878	93,878	94,878	95,878
27	90,573	91,573	92,573	93,573	94,573	95,573	96,573
28	91,268	92,268	93,268	94,268	95,268	96,268	97,268
29	91,963	92,963	93,963	94,963	95,963	96,963	97,963
30	92,658	93,658	94,658	95,658	96,658	97,658	98,658

2018-2019

Step	BA & NON DEGREE	BA +15	BA +30	MA	MA +15	MA +30	PHD
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1	54,415	55,415	56,415	57,415	58,415	59,415	60,415
2	55,667	56,667	57,667	58,667	59,667	60,667	61,667
3	56,918	57,918	58,918	59,918	60,918	61,918	62,918
4	58,170	59,170	60,170	61,170	62,170	63,170	64,170
5	59,421	60,421	61,421	62,421	63,421	64,421	65,421
6	61,054	62,054	63,054	64,054	65,054	66,054	67,054
7	62,686	63,686	64,686	65,686	66,686	67,686	68,686
8	64,319	65,319	66,319	67,319	68,319	69,319	70,319
9	66,930	67,930	68,930	69,930	70,930	71,930	72,930
10	69,542	70,542	71,542	72,542	73,542	74,542	75,542
11	72,154	73,154	74,154	75,154	76,154	77,154	78,154
12	74,766	75,766	76,766	77,766	78,766	79,766	80,766
13	77,378	78,378	79,378	80,378	81,378	82,378	83,378
14	79,990	80,990	81,990	82,990	83,990	84,990	85,990
15	82,602	83,602	84,602	85,602	86,602	87,602	88,602
16	85,214	86,214	87,214	88,214	89,214	90,214	91,214

17	85,928	86,928	87,928	88,928	89,928	90,928	91,928
18	86,642	87,642	88,642	89,642	90,642	91,642	92,642
19	87,356	88,356	89,356	90,356	91,356	92,356	93,356
20	88,070	89,070	90,070	91,070	92,070	93,070	94,070
21	88,784	89,784	90,784	91,784	92,784	93,784	94,784
22	89,498	90,498	91,498	92,498	93,498	94,498	95,498
23	90,212	91,212	92,212	93,212	94,212	95,212	96,212
24	90,926	91,926	92,926	93,926	94,926	95,926	96,926
25	91,640	92,640	93,640	94,640	95,640	96,640	97,640
26	92,354	93,354	94,354	95,354	96,354	97,354	98,354
27	93,068	94,068	95,068	96,068	97,068	98,068	99,068
28	93,782	94,782	95,782	96,782	97,782	98,782	99,782
29	94,496	95,496	96,496	97,496	98,496	99,496	100,496
30	95,210	96,210	97,210	98,210	99,210	100,210	101,210

2019-2020

Step	BA & NON DEGREE	BA +15	BA +30	MA	MA +15	MA +30	PHD
1	55,910	56,910	57,910	58,910	59,910	60,910	61,910
2	57,196	58,196	59,196	60,196	61,196	62,196	63,196
3	58,482	59,482	60,482	61,482	62,482	63,482	64,482
4	59,768	60,768	61,768	62,768	63,768	64,768	65,768
5	61,054	62,054	63,054	64,054	65,054	66,054	67,054
6	62,731	63,731	64,731	65,731	66,731	67,731	68,731
7	64,408	65,408	66,408	67,408	68,408	69,408	70,408
8	66,085	67,085	68,085	69,085	70,085	71,085	72,085
9	68,769	69,769	70,769	71,769	72,769	73,769	74,769
10	71,453	72,453	73,453	74,453	75,453	76,453	77,453
11	74,137	75,137	76,137	77,137	78,137	79,137	80,137
12	76,821	77,821	78,821	79,821	80,821	81,821	82,821
13	79,505	80,505	81,505	82,505	83,505	84,505	85,505
14	82,189	83,189	84,189	85,189	86,189	87,189	88,189
15	84,873	85,873	86,873	87,873	88,873	89,873	90,873
16	87,557	88,557	89,557	90,557	91,557	92,557	93,557

17	88,291	89,291	90,291	91,291	92,291	93,291	94,291
18	89,025	90,025	91,025	92,025	93,025	94,025	95,025
19	89,759	90,759	91,759	92,759	93,759	94,759	95,759
20	90,493	91,493	92,493	93,493	94,493	95,493	96,493
21	91,227	92,227	93,227	94,227	95,227	96,227	97,227
22	91,961	92,961	93,961	94,961	95,961	96,961	97,961
23	92,695	93,695	94,695	95,695	96,695	97,695	98,695
24	93,429	94,429	95,429	96,429	97,429	98,429	99,429
25	94,163	95,163	96,163	97,163	98,163	99,163	100,163
26	94,897	95,897	96,897	97,897	98,897	99,897	100,897
27	95,631	96,631	97,631	98,631	99,631	100,631	101,631
28	96,365	97,365	98,365	99,365	100,365	101,365	102,365
29	97,099	98,099	99,099	100,099	101,099	102,099	103,099
30	97,833	98,833	99,833	100,833	101,833	102,833	103,833

2020-2021

Step	BA & NON DEGREE	BA +15	BA +30	MA	MA +15	MA +30	PHD
1	57,256	58,256	59,256	60,256	61,256	62,256	63,256
2	58,573	59,573	60,573	61,573	62,573	63,573	64,573
3	59,890	60,890	61,890	62,890	63,890	64,890	65,890
4	61,207	62,207	63,207	64,207	65,207	66,207	67,207
5	62,524	63,524	64,524	65,524	66,524	67,524	68,524
6	64,241	65,241	66,241	67,241	68,241	69,241	70,241
7	65,959	66,959	67,959	68,959	69,959	70,959	71,959
8	67,677	68,677	69,677	70,677	71,677	72,677	73,677
9	70,425	71,425	72,425	73,425	74,425	75,425	76,425
10	73,173	74,173	75,173	76,173	77,173	78,173	79,173
11	75,921	76,921	77,921	78,921	79,921	80,921	81,921
12	78,670	79,670	80,670	81,670	82,670	83,670	84,670
13	81,418	82,418	83,418	84,418	85,418	86,418	87,418
14	84,166	85,166	86,166	87,166	88,166	89,166	90,166
15	86,915	87,915	88,915	89,915	90,915	91,915	92,915
16	89,663	90,663	91,663	92,663	93,663	94,663	95,663

17	90,430	91,430	92,430	93,430	94,430	95,430	96,430
18	91,197	92,197	93,197	94,197	95,197	96,197	97,197
19	91,964	92,964	93,964	94,964	95,964	96,964	97,964
20	92,731	93,731	94,731	95,731	96,731	97,731	98,731
21	93,498	94,498	95,498	96,498	97,498	98,498	99,498
22	94,265	95,265	96,265	97,265	98,265	99,265	100,265
23	95,032	96,032	97,032	98,032	99,032	100,032	101,032
24	95,799	96,799	97,799	98,799	99,799	100,799	101,799
25	96,566	97,566	98,566	99,566	100,566	101,566	102,566
26	97,333	98,333	99,333	100,333	101,333	102,333	103,333
27	98,100	99,100	100,100	101,100	102,100	103,100	104,100
28	98,867	99,867	100,867	101,867	102,867	103,867	104,867
29	99,634	100,634	101,634	102,634	103,634	104,634	105,634
30	100,401	101,401	102,401	103,401	104,401	105,401	106,401

High School – Schedule “C”

Football, Boys and Girls Basketball and Wrestling
Head Coach

School Years	1 - 3	4 +
2017-2021	\$6,461	\$7,147

Football, Boys and Girls Basketball and Wrestling
Assistant Coach

School Years	1 - 3	4 +
2017-2021	\$5,202	\$5,889

Baseball, Softball, Boys and Girls Track, Field Hockey, Soccer, and Lacrosse
Head Coach:

School Years	1 - 3	4 +
2017-2021	\$5,708	\$6,358

Baseball, Softball, Boys and Girls Track, Field Hockey, Soccer, and Lacrosse
Assistant Coach:

School Years	1 - 3	4 +
2017-2021	\$4,803	\$5,463

Boys and Girls Tennis, Golf, Swimming, Cheerleading and
Boys and Girls Cross Country
Head Coach

School Years	1 - 3	4 +
2017-2021	\$5,188	\$6,121

Boys and Girls Tennis, Golf, Swimming, Cheerleading and
Boys and Girls Cross Country
Assistant Coach

School Years	1 - 3	4 +
2017-2021	\$4,506	\$5,155

Surf Club

School Years	1 - 3	4 +
2017-2021	\$2,218	\$2,657

High School – Schedule “C”

Athletic Trainer

School Years	
2017-2021	\$18,318

Weight Room

School Years	Fall	Winter	Spring	Summer
2017-2021	\$3,333	\$3,333	\$3,333	\$3,333

Athletic Event Personnel

Security – Announcer - Tickets

2017-2021

Weekday Event 1 Game	Weekday Event 2 Games	Wrestling Weekday Event 3BB Games	Saturday BB 2 Games	Saturday Wrestling TRI/QUA
\$42	\$52	\$57	\$67	\$72

Scoreboard - Clock

2017-2021

Weekday Event 1 Game	Weekday Event 2 Games	Wrestling Weekday Event 3BB Games	Saturday BB 2 Games	Saturday Wrestling TRI/QUA
\$47	\$57	\$67	\$72	\$82

Teitelman – Schedule “C”

Head Coach

School Years	1 – 3	4 +
2017-2021	\$3,194	\$3,692

Assistant Coach

School Years	1 – 3	4 +
2017-2021	\$2,631	\$3,084

RMT Site Manager

School Years	
2017-2021	\$3,147

The coach of any junior high sport that has a grade level coach – shall be designated “head coach”.

Athletic Event Personnel

Scoreboard – Clock 2017-2021

Weekday Event 1 Game	Weekday Event 2 Games
\$37	\$47

High School Schedule "D"

Yearbook

School Years	1 – 3	4 – 6	7 +
2017-2021	\$3,960	\$4,356	\$4,755

School Paper

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,971	\$3,367	\$3,762

School Play

School Years	1 – 3	4 – 6	7 +
2017-2021	\$4,575	\$4,975	\$5,371

Stage Crew Manager

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,591	\$2,990	\$3,382

Class Advisor (9th and 10th Grades)

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,833	\$2,230	\$2,713

Class Advisor (11th Grade)

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,288	\$2,681	\$3,080

Class Advisor (12th Grade)

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,742	\$3,741	\$3,535

Progression on class advisor step will be related to number of total years service as a class advisor regardless of grade or level. Progression on guide will be made by grade level position and years experience.

Yearbook Business Manager

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,442	\$2,836	\$3,232

High School Schedule "D"

Literary Magazine

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,221	\$1,615	\$2,013

National Honor Society

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,586	\$1,961	\$2,335

Fall Play Director

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,116	\$2,511	\$2,907

School Store

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,059	\$1,457	\$1,847

Academic Advisor (Mock Trial)

School Years	1 – 3	4 – 6	7 +
2017-2021	\$5,945	\$6,334	\$6,909

Assistant (Mock Trial)

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,833	\$2,230	\$2,713

Renaissance Coordinator

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,833	\$2,230	\$2,713

Intramural Coordinator

School Years	
2017-2021	\$7,458

High School Schedule "D"

Department Liaisons

School Years	
2017-2021	\$4,149

Mentors

School Years	
2017-2021	\$1,651

Student Mentor Coordinators

School Years	High School	Teitelman
2017-2021	\$5,230	\$2,615

New Teacher Mentor Coordinators

School Years	
2017-2021	\$5,230

Pep Band

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,089	\$2,476	\$2,869

District Publications Director

School Years	1 – 3	4 – 6	7 +
2017-2021	\$3,659	\$4,046	\$4,434

Mechanical Engineering Project/Scientific Contest Coordinator

School Years	1 – 3	4 – 6	7 +
2017-2021	\$3,584	\$3,970	\$4,356

Tri-M

School Years	
2017-2021	\$1,453

High School Schedule "D"

Instrumental Ensemble

School Years	
2017-2021	\$2,321

Marching Band

School Years	1 – 3	4 – 6	7 +
2017-2021	\$4,575	\$4,975	\$5,371

Marching Band Assistant

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,442	\$2,836	\$3,232

Jazz Band

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,983	\$2,380	\$2,778

Traveling Choir

School Years	
2017-2021	\$8,513

Summer Band

School Years	1 – 3	4 – 6	7 +
2017-2021	\$3,658	\$4,056	\$4,451

Student Council

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,442	\$2,836	\$3,232

Teitelman – Schedule “D”

Teitelman Band Director

School Years	
2017-2021	\$4,574

Environmental Director

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,442	\$2,836	\$3,232

Environmental Assistant

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,223	\$1,615	\$2,013

Literary Magazine

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,223	\$1,615	\$2,013

RMTV Coordinator

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,528	\$1,925	\$2,317

Yearbook

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,223	\$1,615	\$2,013

School Play

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,820	\$3,217	\$3,612

Student Council

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,442	\$2,836	\$3,232

Teitelman – Schedule “D”

School Paper

School Years	1 – 3	4 – 6	7 +
2017-2021	\$2,971	\$3,367	\$3,762

Pom Pom Advisor

School Years	
2017-2021	\$1,394

RMT Publications Director

School Years	1 – 3	4 – 6	7 +
2017-2021	\$1,829	\$2,024	\$2,217

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2017 thru 6/30/2021.

Employer: Lower Cape May Regional School District

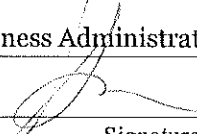
County: Cape May

Date: 12/9/2021

Name: Mark Mallett

Print Name

Title: Business Administrator


Signature

New Jersey Public Employment Relations Commission
NON-POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1	Public Employer: <input type="text" value="Lower Cape May Regional School District"/>	County: <input type="text" value="Cape May"/>
2	Employee Organization: <input type="text" value="Lower Cape May Regional Educational Association"/>	Number of Employees in Unit: <input type="text" value="142.6"/>
3	Base Year Contract Term: <input type="text" value="7/1/2016-6/30/2017"/>	New Contract Term: <input type="text" value="7/1/2017-6/30/2021"/>

SECTION II: Type of Contract Settlement (please check only one)

4	<input checked="" type="checkbox"/> Contract settled without neutral assistance
5	<input type="checkbox"/> Contract settled with assistance of mediator
6	<input type="checkbox"/> Contract settled with assistance of fact-finder
7	<input type="checkbox"/> Contract settled with assistance of super-conciliator
8	If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?
	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION III: Salary Base

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9	Salary Costs in Base Year	\$	<input type="text" value="11029150"/>
10	Longevity Costs in Base Year	\$	<input type="text"/>
11	Total Salary Base	\$	<input type="text" value="11029150"/>

SECTION IV: Salary Increases for Each Year of New Agreement*

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="7/1/2017"/>	<input type="text" value="7/1/2018"/>	<input type="text" value="7/1/2019"/>	<input type="text" value="7/1/2020"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="186087"/>	<input type="text" value="172210"/>	<input type="text" value="172886"/>	<input type="text" value="160723"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="307442"/>	<input type="text" value="322177"/>	<input type="text" value="343637"/>	<input type="text" value="327891"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="493529"/>	<input type="text" value="494387"/>	<input type="text" value="516823"/>	<input type="text" value="488614"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="11522679"/>	<input type="text" value="12017066"/>	<input type="text" value="12533888"/>	<input type="text" value="13022502"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="4.5"/> %	<input type="text" value="4.3"/> %	<input type="text" value="4.3"/> %	<input type="text" value="3.9"/> %	<input type="text"/>

**If contract duration is longer than five years, please add an additional page.*

SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items*

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
20	Totals(\$):						

**If contract duration is longer than five years, please add an additional page.*

SECTION VI: Medical Costs


		Base Year	Year 1
21	Health Plan Cost	\$ 2190324	\$ 2299840
22	Prescription Plan Cost	\$	\$
23	Dental Plan Cost	\$	\$
24	Vision Plan Cost	\$	\$
25	Total Cost of Insurance	\$	\$
26	Employee Insurance Contributions	\$ 519454	\$ 553218
27	Employee Contributions as % of Total Insurance Cost	23.7 %	24.1 %

Section VI: Medical Costs (continued)

28 Identify any insurance changes that were included in this CNA.

SECTION VII: Certification and Signature

29 The undersigned certifies that the foregoing figures are true:

Print Name: Mark Mallett
Position/Title: Business Administrator
Signature: 
Date: 12/9/2021

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016