

**CONTRACTUAL AGREEMENT**

**between the**

**SPECIAL SERVICES SCHOOL DISTRICT  
STAFF ASSOCIATION**

**and**

**THE CAPE MAY COUNTY  
SPECIAL SERVICES SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2005 - June 30, 2008**

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## ARTICLE I

## RECOGNITION

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

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

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

## ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations and is not during normal working hours.
  
- B. The Association and its representatives shall have the right to use the school building at all reasonable non-instructional hours for meetings. Permission must be obtained at least 24 hours in advance from the Superintendent for the use of the building.
  
- C. The Association shall have the right to use, with prior approval of the building principal or administrator in charge, certain school equipment, including typewriters, computers (other than those used by office personnel), duplicating equipment, and calculating machines, and the central office fax machine during non-instructional hours when such equipment is not otherwise is use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
  
- D. The Association shall have the right to use the inter-school mail facilities and school mailboxes.
  
- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

## EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
  
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
  
- C. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given twenty-four (24) hours prior written notice of the reason for such meeting or interview and shall be entitled to have (a) representative(s) of the Association present to advise him/her during such meeting or interview.
  
- D. No unit member shall be reprimanded or disciplined in the presence of students, peers, parents, or the public.

## GRIEVANCE PROCEDURE

### A. Definition

A "grievance" shall mean a complaint by an employee or a group of employees of the Special Services School System that there has been to him/her, a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policies and agreements, or administrative decisions, except

that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (d) a complaint

of a non-tenured teacher, secretary or non fixed term maintenance/custodian person which arises by reason of his/her not being re-employed, or (e) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention

in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) working days of its occurrence.

### B. Year End Grievances (10 month employee)

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

### C. Procedure

1. Any employee covered by this Grievance Procedure shall have the right to present a complaint as specified herein.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall mean the grievance has been dropped.
3. It is understood that employees shall, during and notwithstanding the pendency of the resolution of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties as are designated by the Board or the aggrieved or heretofore referred to in this grievance procedure.
5. All documents, communications and records dealing with the processing of a grievance shall be kept in a separate grievance file while disposition of a grievance is pending
6. Grievances shall be initiated at the lowest level of the procedure from which an administrative remedy or denial can be given. If the Administrator with whom the grievance is filed states that said grievance can be resolved at a lower level, he/she shall put that determination in writing and give it to the Association president or grievance chairperson no later than five (5) working days after the grievance was filed. The grievance shall then be processed at the level indicated. Group grievances shall list those people or category of people on whose behalf the grievance is filed.

7. Step 1 - Immediate Appropriate Supervisory Person, (verbally) -  
Any employee who has a grievance shall discuss it first with his/her immediate appropriate supervisory person in an attempt to resolve the matter informally at that level.



8. Step 2 - Appropriately Certified Administrative Person (in writing) -

If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her grievance in writing and present it to the appropriately certified administrative person on the grievance form<sup>2</sup> specifying:

- a. The specific nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The date and time of presentation.
- d. The results of previous discussions.
- e. The relief sought.

The appropriately certified administrative person shall communicate his/her decision to the employee in writing within seven (7) working days of receipt of the written grievance.

9. Step 3 - Superintendent of Schools - (in writing)

The employee may request a review of the grievance by the Superintendent of Schools if the written reply from the appropriately certified administrative person is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the appropriately certified administrative person's decision.

10. Step 4 - Board of Education - (in writing)

The employee may request a review of the grievance by the Board of Education if the written reply from the Superintendent of Schools is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the Superintendent of School's decision. The Board shall conduct a hearing within thirty-five (35) calendar days of the Association's request for review. The Board shall render a decision, in writing, within ten (10) working days from the date of the hearing.

11. Step 5 -

If the aggrieved is dissatisfied with the decision at the Board level, the aggrieved may petition the Association to file for arbitration. If the Association files for arbitration, such filing shall be simultaneously made known to the Superintendent. Said filing shall take place no later than ten (10) working days after the written decision of the Board of Education was made known. The following procedure will be used to secure the services of an arbitrator:

- a. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second list of names.
- c. If the parties are unable to determine, within ten (10) working days of the initial filing for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- d. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board, the aggrieved and representatives of the aggrieved shall be given copies of the arbitrator's report of findings and recommendations.

D. Costs

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

- Note:
- (1) The district organizational chart is attached as Appendix A to show the flow of grievances for the various components of the Association. This chart is neither bargainable nor arbitrable.
  - (2) Grievance form(s) is (are) attached to this Agreement, for informational purposes only, as Appendix B.

ARTICLE VI

VACANCIES, TRANSFERS AND REASSIGNMENTS

- A. The Board of Education reserves the right to hire staff in accordance with the best professional screening practices known, by properly advertising and interviewing outstanding candidates in accordance with the latest Affirmative

Action practices.

- B. The Superintendent of Schools shall notify, in writing, the Association President and post in all school buildings a list of the vacancies which shall occur during the school year.
- C. At the same time the Board of Education may reserve the right to assign a candidate to a position where the Board feels that the candidate is most qualified to perform in keeping with that candidate's background, experience and certification.
- D. If at any time during employment the staff member or the administration feels that a change or transfer to another class, age level, grade, position, school or building is in the best interest of the students, program, or the district, then a consultation will be held between the staff member and the administration to discuss the situation prior to the transfer. If at any time a staff member's work site, equipment, furniture, etc. are to be moved or relocated, a notice of not less than 24 hours shall be given.
- E. Normally, all extra duties shall be posted on the bulletin boards of the main office in each school for a minimum of ten (10) working days, and a copy shall be transmitted to the Association president.

## ARTICLE VII

### SALARIES

#### A. Employee Salary Guides

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

- A. Certificated Staff
- B. Teacher/School Aide
- C. Physical Therapy/Occupational Therapy Assistant  
Assistant to the Media Specialist  
Interpreter
- D. Administrative Secretary
- E. General Secretary  
Bookkeeper/Secretary
- F. Custodial Worker
- G. Maintenance Mechanic
- H. Lead Mechanic - HVAC
- I. Food Service Worker
- J. Head Food Service Worker

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

- 2. Salaries will be paid every other Thursday in accordance with the appropriate ten (10) and twelve (12) month contracts. Paychecks shall be issued on the last working day prior to a holiday.

- 3. Each employee shall be placed on his/her proper step of the appropriate salary schedule as of the beginning of each school year. Any staff member employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year depending upon a satisfactory annual written performance evaluation for the year. Part-time employees shall have their salaries pro-rated off of the appropriate step of the salary guide. Employees contracted on a yearly basis shall be pro-rated according to the percent of

employment. Part-time employees contracted on a per diem basis shall have their daily salary calculated on an hourly basis multiplied by the number of working days.

4. Beginning July 1, 1988, the Board may grant up to eight years for outside experience.
5. \* "18A:29-14", Withholding increments; causes; notice of appeals.  
"Any board of education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the board of education. It shall be the duty of the board of education, within ten days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the actions of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment."

"Amended by L.1968, c.295, § 13, eff. Sept. 9, 1968."

\* This section is cited for informational purposes only.

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### ARTICLE VIII

#### WORK YEAR

##### A. Ten month contracts

1. a. A ten (10) month contract is from September 1 of a given year to June 30 of the next year. It must cover a period of 180 days that school must be open for students, spread out over a period of ten (10) months, and 183 1/2 days for all ten (10) month employees except for general secretaries.
- b. For General Secretaries who have a ten (10) month contract, the work year is all week days, except those listed on the Board adopted calendar, from September 1 of a given year to June

30 of the next year inclusive.

B. Twelve month contracts

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

C. Summer Contracts

1. Summer contracts are issued to specific categories and numbers of ten (10) month employees who are needed during the summer months when special programs are in operation.
2. Summer contracts that are issued to ten (10) month employees shall be based on a student need and programmatic basis.
3. Summer contracts issued to bus drivers and aides shall be issued on a seniority basis with salaries paid on a per diem or hourly rate of the salary paid during the employee's 10 month contract for the current fiscal year.
4. The summer salary for a certificated position shall be \$30.00 per hour.

The summer salary for a non-certificated position shall be \$15.00 per hour. Employees shall be paid for the position they fill, not for the certificate they hold. In cases where more than one employee applies for a position, the employee who previously held the position in the immediately preceding year shall have first right of refusal, if determined to be appropriately qualified within district job description.

5. Where no specific category and/or certification is required, seniority shall prevail.
6. Summer employees who work the equivalent of 11-21 days inclusive shall receive one (1) sick day and one-half (1/2) personal day. Those who work the equivalent of 22 days and above shall receive two (2) sick days and one (1) personal day. Any ten month full time contracted employee working a summer contract shall receive the bereavement leave defined in Article XII, D, page 25
7. Pay days for summer work shall be every other Thursday.

#### ARTICLE IX

#### WORK DAY - WORK WEEK - OVERTIME

A. The work day will be defined as follows:

1. 6.5 hours with an additional 30 minutes, non student contact time, two days per week for certificated staff, teacher/school aides, physical/occupational therapy assistants and interpreters. Normally, certificated staff, teacher/school aides, physical/occupational therapy assistants and interpreters shall be guaranteed a duty free lunch at least as long as the time afforded students, but not to exceed 30 minutes. In cases where the special needs of the students preclude a certificated staff member, teacher/school aide, physical/occupational therapy



assistant, or interpreter from having a duty free lunch, he/she may leave early or arrive late as determined after consultation with the appropriate administrator, as compensation for lost time. Part-time certificated staff who are working fifty percent (50%) or more of any work day or of the work year, shall receive preparation time as per the current practice, pro-rated at the appropriate percentage.

2. 7.5 hours for secretaries, to include a duty-free half hour unpaid lunch period.
3. 8 hours for maintenance/custodial/mechanic workers to include a duty-free paid half hour meal period.
4. 7 hours for cafeteria workers to include a one-half hour duty free lunch period.

B. The work week will be defined as follows:

1. Certificated staff, teacher/school aides, physical/occupational therapy assistants and interpreters — five (5) consecutive work days comprised of thirty-three (33) hours per week.
2. Secretaries — five (5) consecutive work days comprised of thirty-five (35) hours.
3. Maintenance/custodial/mechanic — five (5) consecutive work days comprised of forty (40) hours.
4. Cafeteria worker — five (5) consecutive work days comprised of 35 hours.

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C. There will be extra compensation for extra duties for certificated staff and teacher/school aides beyond the work day and a job description will be in place prior to negotiating stipends for such extra duties and the assumption of those duties.

D. Overtime will be calculated at the end of the employee's regular work week in the following manner:

1. Secretaries - after thirty-five (35) hours
2. Maintenance/custodial/mechanic personnel - after forty (40) hours
3. Cafeteria Worker - after thirty-five (35) hours
4. Scheduled overtime is to be paid in dollars unless, by mutual agreement, compensatory time is used. Scheduled overtime on Sundays and holidays shall be a minimum of two (2) hours at time and a half.

- E. Employees will be required to attend staff meetings as designated by building principals or appropriate supervisors. A written agenda will be posted prior to all meetings and notification given to staff members who need to be in attendance. Normally, meetings shall be scheduled within the employee's work day.
- F. All twelve month employees are entitled to two (2) ten minute breaks each day; one in the morning and one in the afternoon, at a time convenient to work routine, as approved by their immediate supervisor.
- G. Secretaries' summer work hours shall be 6.5 consecutive hours per day inclusive of a half-hour lunch, shall begin the first day after school closes for staff for the year and shall continue until the last Friday before school opens in the fall.

- H. Overtime assignment/distribution for Black Seal and for Custodial Worker shall be based upon a rotation system beginning with the employee with the greatest seniority in job classification or specific skill required. An employee who accepts or declines an overtime assignment shall have his/her name placed at the bottom of the overtime rotation list.

ARTICLE X

EVALUATION PROCEDURES

A. General Provisions

1. Written evaluation policies, job descriptions and performance objectives, where applicable, adopted by the Special Services Board of Education will be distributed to all staff members prior to the opening of school in September.
2. Following the distribution of the written evaluation policies, job descriptions and performance objectives, where applicable, the Superintendent of Schools shall review the aforementioned orally with the staff members, prior to the opening of school in September.

3. Persons authorized to supervise staff members in the Special Services School District will be listed and designated by the Superintendent of Schools. Copies of this will be distributed to all staff members annually.
4. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address, audio systems, and similar devices shall be with full knowledge of the employee before such use.
5. The observations, evaluations, and conferences will serve to identify strengths and deficiencies with a view to providing assistance and improving the employee's competence.
6. The signed evaluation will also serve a basis for recommendations regarding reemployment.
7. An employee shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) days after such evaluation.

8. An employee's disclaimer of evaluation must be made in writing, within 10 days of the conference, copies of which will be attached to each party's copy, and submitted to the Board of Education at the next Board meeting.
9. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having prior knowledge of the contents of the report. An attached form shall be available for employee response. No employee shall be required to sign a blank or incomplete form.

B. Teachers

1. All non tenured teachers shall be evaluated not less than three times each school year by appropriately certified members of the District administration. These will be evenly spaced throughout the year.
2. All tenured teachers shall be evaluated not less than one time a school

year by appropriately certified members of the District administration.

3. Observations shall be made by appropriately certified members of the District administration.
4. Observations shall cover at least one class period in the Alternative School and Middle School, and at least one complete subject lesson in Ocean Academy.

C. Personnel Files

1. An employee shall have the right, upon request, to review the contents of his/her personnel file. The employee must give reasonable notice, and no more than three (3) employees in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from his/her personnel file. An employee shall be permitted to have reproduced all materials in his/her personnel file.
2. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
3. The Board agrees to protect the confidentiality of personal references, credentials, and other similar documents.

4. With the exception of a continuing grievance or other such matter, final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in the Article.
5. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the

Evaluator and attached to the file copy.

ARTICLE XI

HEALTH BENEFITS

A. New Jersey State Health Benefits Program

1. Health benefits are provided by the New Jersey State Health Benefits Program (NJSHBP). The employee may select a provider upon initial employment and then during prescribed open enrollment periods.

The NJSHBP currently offers the following provider choices:

- a. Traditional Plan
- b. Several HMOs
- c. NJ Plus

Premiums are paid by the Board of Education.

2. In the event that the Board withdraws from New Jersey State Health Benefits Program, single coverage only shall be provided by the Board of Education for the first two full years of employment.

B. New Jersey Dental Service Plan

The Board shall continue to provide the New Jersey Dental Plan III-A for the employee and dependents, designated as: one party, two party or three party. The Board agrees to pay for the total yearly premiums for the aforementioned plans.

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

C. Prescription Plan

The prescription plan with the New Jersey State Health Benefits Program is currently administered by Horizon Blue Cross Blue Shield of New Jersey (Horizon BCBSNJ) through Advance PCS and will continue to be in effect for the life of this contract with the following provisions:

1. The co-pay for prescriptions will be as established by the New Jersey State Health Benefits Program. The current co-pays are \$1.00 for generic Drugs and \$5.00 for brand name drugs. Both plans include contraceptives.
2. The single employee, family or parent and child plan will be in effect.
3. Single coverage only shall be provided by the Board of Education for the first two full years of employment.

D. Disability Insurance

The Board shall provide a premium payment to each eligible employee in the amount of \$225 for each year of this contract. Any additional premium costs shall be borne by the employee and shall be deducted in equal bi-weekly payroll deductions. Premium payments for new hires will be prorated

according to effective enrollment date. Employees may enroll through Allen Associates, Franklin Life, or NJEA endorsed program. The Board shall contribute to the premium costs of the disability insurance for part-time employees an amount equal to the employee's percentage of employment. The base number to be used in the calculation shall be the amount indicated in this sub-section.

- E. The Board of Education at its option may change carriers providing health insurance, providing there has been 90 day notification to the Staff Association prior to a change in carrier or method of administration. This notification will include specifications of benefit levels which shall be equal to or better than those prior to any change.
- F. The Board guarantees that the health insurance program delivered by any new carrier shall be equal to or better than the plan provided to unit members by the State Health Benefits Plan. The standard of reference for determining delivery of "equal or better" program shall be the State Health Benefits Plan in place on the first day of the month following ratification.

- G. Beginning July 1, 2005, the number of hours required to work in order to receive benefits will increase to 28 hours. All current contracted employees will be grandfathered.
- H. The partner of an employee in a Domestic Partnership as defined under New Jersey law is eligible for any or all benefits. Proof of partnership must be provided to establish eligibility.



ARTICLE XII

TEMPORARY LEAVES

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

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

A. Sick Leave

1. Accumulative

All employees shall be entitled to ten (10) sick leave days each school year, as of the first official day of the school year, whether or not they report for duty on that day. All twelve (12) month contracts entitle an employee to twelve (12) sick leave days. Ten month employees who are employed for

the Summer Session will receive sick leave days in accordance with Article VIII, C-7. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Notification of Accumulation Annually, employees shall be given a written accounting of accumulated sick leave days by category. This information will be included with the first paycheck in September.

3. Accumulated Sick Leave

All employees shall be reimbursed for unused sick leave upon retirement, leaving the district, or death, after 13 years service to the district on the following basis:

\$55 per day with a \$7,500 cap

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

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

B. Personal Leave Days<sup>1</sup>

Each employee shall receive up to three (3) days for 10 month employees, and up to four (4) days for 12 month employees. Summer employees shall receive personal leave in accordance with Article VIII, section C-7. Personal leave shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days. When used for religious holidays, personal days may be used before or following a holiday or vacation. Notwithstanding anything hereinabove set forth, unused personal days remaining at the conclusion of the school year shall be converted to sick days. Temporary leaves of absence under this Article shall be granted on a

pro-rated basis according to the percent of employment for part-time employees.

C. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

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D. Funeral Leave

Up to five (5) days at any one time in the event of death of an employee's Spouse/Domestic Partner, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. "Domestic Partner" is equivalent to "Spouse" in all family relationships. Employees shall be granted up to two (2) days in the event of a death of any employee's relative outside the immediate family defined above. An employee may request, via the Superintendent (or designee), one day of leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

E. Critical Leave

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

F. Association Leave

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

G. Miscellaneous

At no time shall building principals/directors approve temporary leaves of absence for more than four (4) staff persons on any one day, or have different staff members on temporary leaves of absence more than three (3) days in succession except when used for religious holidays. The above refers to four staff persons per Ocean Academy, and four staff persons per Cape May County High School.

Footnote (1): The Personal Day/Temporary Leave Form is attached as Appendix C for informational purposes only.

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ARTICLE XIII

EXTENDED LEAVES OF ABSENCE<sup>1</sup>

A. Medical Disability Leave

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, the Board shall have the right to have the employee examined by a physician of the Board's choosing, at the Board's expense, to ascertain whether the employee is medically disabled. Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his or her job, which opinion shall also be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board. During the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such

benefits are exhausted or the personal medical disability has terminated.

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

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1. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:
  - a. Whenever the employee's physical condition adversely affects his or her ability to continue to function effectively in his or her job.
  - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in his or her job, and if:
    - (1) the employee fails to produce a certificate from a medical doctor stating that he or she is medically able to continue in his or her job, or
    - (2) the Board of Education's physician certifies that said employee cannot continue in his or her job,
    - (3) following any difference of medical opinion between the Board physician and the employee's physician, the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the

issue of medical capacity to continue in his or her job, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

2. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent within thirty (30) days from the time the employee knew of the necessity of taking the medical leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain with reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to his or her returning to work, resigning, retiring, or applying for another type of leave.

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

upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

B. Family Sick Leave

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

C. Sabbatical Leaves

1. A sabbatical leave may be granted to a certificated employee or teacher/school aide by the Board of Education for study, or for other reasons of value to the school system. For purposes of this section the term "certified" is as defined in Title 18A.

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2. Sabbatical leave may be granted subject to the following conditions:

- a. Applications for sabbaticals shall be submitted by the applicants and acted upon by the Board of Education.
- b. Requests for sabbaticals shall be submitted in writing to the Superintendent no later than January 31; and acted upon no later than March 15.
- c. Applicants must be in the sixth consecutive year of service under contract to the Board of Education in order to apply and must apply within the time frame specified in letter b above.
- d. The applicant receiving a sabbatical will agree in writing to return to the service of the district for a period of two (2) years following the completion of the sabbatical and will execute a promissory note to return all money if the applicant does not return to the district for the two year time period specified above.
- e. An employee on sabbatical shall receive the following benefits:
  - 1) Medical Benefits to be included:
    - (a) Health benefit coverage plan in which employee is enrolled
    - (b) Dental Program

- (c) Prescription Plan
- (d) Income protection plan in which employee is enrolled
- 2) One (1) year's advancement on the negotiated salary guide upon return from sabbatical leave
- 3) Addition of one (1) year upon return for the purpose of seniority and longevity

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

- f. No more than two (2) sabbatical leaves may be granted per year.

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- g. The main purpose of a sabbatical leave is to encourage the professional growth of a staff member.
  - h. Decisions to grant sabbatical leaves will be made by the Board of Education based upon each staff member's years of experience in the district, the staff member's goal(s) and objective(s) for using a sabbatical leave, and the contribution that the staff member can make to the district upon return from the sabbatical leave.
- D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.
- E. Leaves granted under the article shall count toward increment credit provided an employee has worked at least one-half (1/2) his/her contracted work year including orientation, professional and NJEA convention days during that work year.



F. Other leaves of absence without pay may be granted by the Board at its sole discretion.

G. All provisions of this Article shall be applicable to all part-time employees.

Footnote (1): The Extended Leave of Absence Form is attached as Appendix D  
for informational purposes only

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### ARTICLE XIV

#### PROFESSIONAL MEETINGS, WORKSHOPS/CONFERENCES<sup>1</sup>

(Both the Association and the Board agree that this article shall be reopened 4 months prior to the implementation of the 100 hours of Professional Development required of all certificated staff.)

#### A. Board Initiated

1. From time to time during the school year staff members may be asked by the Board or any agent thereof, to attend an educational workshop, meeting or conference that will be beneficial to the staff members and the school district.
2. The Board of Education will reimburse the staff members for all documented expenses decided upon by both parties prior to attendance.
3. If college credits are given at the workshop, conference, or professional meeting such credits may be utilized for horizontal placement on the salary guide, provided, however, such

credits are recognized by The New Jersey State Board of Education.

B. Staff Initiated

1. Up to three (3) professional days shall be granted to each employee for the purpose of professional/technical improvement that may involve visiting other schools or attending meetings, workshops, or conferences of an educational/technical nature with prior approval of the employee's principal/director/coordinator, the Superintendent, and the Board of Education. These days may be used towards an employee's annual professional improvement obligation, if applicable.

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2. Employees who wish to attend professional/technical meetings, workshops, or conferences designed towards professional/technical improvement or the imparting of professional/technical knowledge to those in attendance shall follow the steps listed below:
  - a. Complete the request form for Professional/Technical Improvement Experience found in the office of the employee's immediate supervisor or principal.
  - b. Return the form to the immediate supervisor or principal in order to secure permission to attend. Permission shall be granted, pending Board approval, if the dates to attend a professional/technical meeting do not interfere with any school activities.
  - c. The request form shall then be forwarded to the Superintendent of Schools no later than five (5) working days prior to the next regularly scheduled Board meeting in order to be placed on the agenda for approval by the Board of Education. Timelines may be waived at the discretion of the Superintendent on a case by case basis.
  - d. The staff member planning to attend a professional/technical

meeting, workshop or conference should make arrangements to pay all expenses in advance.

- e. Following approval by the Board of Education, and following attendance at the professional/technical meeting, workshop or conference, a voucher shall be submitted in accordance with the Board of Education timetable for approval by the first Tuesday of every month. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.

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- f. The Board of Education shall reimburse a staff member 60% for all costs incurred to attend a professional/technical meeting, workshop or conference. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
- g. If college credits are given at workshops, conferences or professional/technical meetings, such credits may be utilized for horizontal advancement on the salary guide, providing, however, such credits are recognized by the New Jersey State Board of Education.
- h. To receive credit for horizontal advancement, the employee may only attend a workshop, conference or professional/technical meeting in his/her assigned field of employment or a related field, and the workshop, conference or professional/technical meeting must be approved by the Superintendent before the meeting is attended by the employee. At the close of the workshop, conference or professional/technical meeting, proof of the credit earned must be submitted to the Superintendent.
- i. Prior approval by the Board of Education is required before any staff member attends a professional/technical meeting,

workshop or conference. Immediate supervisors, principals and the Superintendent are not authorized to approve reimbursement.

Footnote (1): The request form is attached as Appendix E for informational purposes only.

EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

1. The Board will reimburse each 10 or 12 month contracted employee for tuition only up to the maximum charged for tuition as set by Rowan College and not to exceed six credits for any school year. Tuition reimbursement shall be available for all employees of the bargaining unit after employment of one (1) year based on effective date of employment. A year includes the time between July 1 and June 30. When the employee submits the bill after the course or courses have been successfully completed, the employee must be under contract and have full intention to continue in the Special Services School District.
2. The course or courses must be in the field of the employee's assignment or a related field and must be approved by the Superintendent on the appropriate form before the course is taken by the employee. At the close of the course, proof of the credit earned must be submitted to the Superintendent.
3. New Jersey State Department of Education criteria on credits given for college courses shall be used to determine horizontal advancement on the salary guides and reimbursement for college credits when staff members

take courses under the provisions of the Article.

- B. This action is intended to be an encouragement to employees to improve in their field or to meet the requirement for proper certification but it is not to be construed that the Board of Education sponsors the courses taken. This matter is entirely an employee responsibility.
- C. All provisions of this Article shall be applicable to all part-time employees whose work day/year is fifty percent (50%) or more of the contractual work day/year of full-time employees.
- D. The contracted employee who is reimbursed for tuition agrees to work one full academic year, or repay 100% of the last most recent course. Exemptions are: major life change or other emergency, a non-renewal, or if employee applied for an in-house position and was turned down in lieu of an out-of-district hire.

## ARTICLE XVI

### TEACHER EMPLOYMENT

#### A. Qualifications

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

#### B. Certification

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

3. All instructional personnel are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations and travel. (Refer to Article XIV and XV.)
4. Mentor reimbursement procedures are subject to New Jersey State Department of Education regulations.

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- C. Each teacher shall be placed on the appropriate step of the salary schedule in accordance with paragraph 1 below:
  1. Credit up to the fifth (5th) step of any salary level on the Salary Schedule shall be given, and beginning July 1, 1988, credit up to the eighth (8th) step may be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit may not exceed four (4) years for military experience or alternative civilian service required by the Selective Service System. Credit may not exceed two (2) years for Peace Corps., VISTA or National Teacher Corps. Credit for work and time spent on a Fulbright Scholarship shall be given upon initial employment.
- D. Teachers shall be notified in writing of their contracts and salary status for the ensuing year no later than April 30.
- E. Contracts given to teachers in each of their first three years shall be known as probationary contracts. Either party may terminate the contract upon sixty (60) days' written notice.
- F. Teachers under contract with the Board, but without permanent certificates, may be given contracts on a yearly basis until they meet the requirements for a tenure contract.

- G. Dismissal procedures of teachers under tenure shall be that prescribed by the State.
- H. The use of (a) classroom aide(s), other than as (a) supervised assistant(s), shall not be accepted as (a) viable substitute(s) for certified teacher(s) in the instructional situation(s) unless said aide(s) hold(s) (a) Cape May County Substitute Certificate(s).

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ARTICLE XVII

VACATIONS

Vacations shall be granted to 12 month employees only and shall be based upon the following:

1. After the first full year of contractual employment, July 1st through June 30th, five (5) working days
  - a. Vacation days for new hires beginning work after the start of the contractual year shall be prorated:
    - Beginning of 1st month (or a major fraction of = 51%) to the end of 2nd month worked = 0 days
    - Beginning of 3rd month to end of 4th month worked = 1 day total = 1 day
    - Beginning of 5th month to end of 6th month worked = 1 day total = 2 days
    - Beginning of 7th month to end of 8th month worked = 1 day total = 3 days
    - Beginning of 9th month to end of 10th month worked = 1 day total = 4 days
    - Beginning of 11th month to end of 12th month worked = 1 day total = 5 days
  - b. Vacation days shall be pro-rated at the appropriate percentage of employment for part-time employees. However, part-time employees working fifty percent (50%) of the work day/year shall be given a full year of credit for determining the number of vacation days to which they are entitled.

2. From the completion of the second year of continuous employment to the completion of the fourth year, ten (10) working days.
3. From the completion of the fifth (5th) year of continuous employment to the completion of the ninth (9th) year, fifteen (15) working days.
4. From the completion of the tenth (10th) year of continuous employment and every year thereafter, twenty (20) working days.
5. All vacation time is to be taken in agreement with the employee's immediate supervisor and the Superintendent of Schools.

6. In the event that two or more employees request the same vacation time, and all other factors are equal pursuant to section 5 above, seniority shall prevail.
7. In the event that a 10 month employee moves to a 12 month position in the same job category, all previous years experience as a 10 month employee will be credited for the purpose of determining vacation entitlement.
8. Where applicable, the last week of vacation for those secretaries entitled to receive three or four weeks vacation may be taken during the winter session when school is in progress with prior approval from their immediate supervisor and authorization from the Superintendent of Schools and Board of Education. This week of vacation may not be taken at a time when grant proposals, state reports or monitoring by state officials will be in effect.



ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations
  - 1. to direct employees of the school district,
  - 2. to hire, rehire, promote, transfer, assign, or retain employees in positions in the school district, and for just cause to suspend, demote, discharge or take any other disciplinary action against employees,
  - 3. to maintain efficiency of school district operations entrusted to them,
  - 4. take whatever actions that may be necessary to accomplish the mission of the school district in situations of emergency.
  
- B. It is understood by all parties, that under the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or power granted it by law.
  
- C. Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor.

He/she shall be compensated at the established rate of reimbursement per mile for the use of his/her automobile if prior approval is granted by the administration under the following conditions:

1. Any staff member may transport a handicapped pupil in a private vehicle on a temporary basis providing the County Superintendent knows of the situation and the temporary transportation is mentioned in the student's I.E.P. The Bill A687 authorizes temporary transportation without the vehicle being equipped as a small school bus.

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2. A staff member transporting a pupil on a temporary basis must first secure permission from the Superintendent of Schools to do so. All persons transporting students must have adequate liability insurance. In the event of an accident a staff member's own insurance policy constitutes primary coverage and the Special Services School District's insurance provides liability insurance against bodily injury and property damage only. There is no coverage for the staff member's vehicle.
3. The Board will compensate an employee required to use their car on a regular basis for work purposes for unreimbursed deductibles up to a maximum of \$500 as a result of an accident for which they were not at fault. Any accident must be documented by a police report. The exception would be if the employee did not report to their school building prior to their first visit and subsequent to their last visit.

D. Aides Acting as Substitute Teachers

1. Any aide or assistant media specialist who holds a Cape May County substitute teacher's certificate and is called upon to substitute for a professional staff member shall be reimbursed, in addition to his/her per diem rate, at \$45 per day. The Association and the Board have a conceptual agreement that is not the Board's intention to use aides as substitutes without compensating them. The parties agree to meet and determine the best course of action to compensate aides or assistant media specialists called upon to substitute for periods of time less than a half day or full day.

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

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

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

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

I. Mileage Reimbursement

The Board of Education will reimburse staff members for using their automobiles while conducting school business at the rate established currently by the IRS.

Tolls will also be reimbursed when a receipt is submitted. Prior approval from the administration is necessary for authorization to use private vehicles for school business. Employees shall be reimbursed within 2 (two) pay periods of Board approval of payment of vouchers.

J. Licenses

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

1. Black seal license fees for those designated by the Superintendent
2. Certification fees for life saving
3. Fees for training in cardiopulmonary resuscitation (CPR) and first aid as designated by the Superintendent

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

Footnote (1): The Request for Approved Mileage Form is attached as Appendix F for informational purposes only

ARTICLE XIX

JOB SECURITY

- A. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees with ten (10) or more years of service shall be laid off in the inverse order of seniority within a given job classification consistent with Title 18A: 17-4.
  
- B. In the event that within two years from the date of his/her layoff a vacancy occurs in the classification of his/her last appointment from which he/she was laid off, the laid-off employee shall be entitled to recall thereto in the order of his/her same job classification seniority.
  
- C. For the purposes of seniority, part-time employees shall be given yearly service credit pro-rated at their percent of employment.

## ARTICLE XX

EXTRA PAY FOR EXTRA DUTIES

	<u>2005-07</u>	<u>2007-2008</u>
A. School Newsletter Editor	\$1,500	\$1,568
B. Translator/Signer	\$14.36/hour	\$15.00/hr
C. Community Aquatic Planner	\$4,800	\$5,016
D. School Yearbook Coordinator	\$1,500	\$1,568
E. Student Team Advisor	\$750	\$784

ARTICLE XXI

FULLY BARGAINED PROVISIONS

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

## ARTICLE XXII

REPRESENTATION FEE

## A. Purpose of Fee

If an employee, all certificated and non-certificated employees of the Board represented by the Association in the negotiating unit (Article 1 – Recognition), does not become a member of the Association during any membership year, (i.e.,

From September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

## B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees

And assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

## C. Deduction and Transmission of Fee

- Notification – On or about the 15<sup>th</sup> of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
- Payroll Deduction Schedule – The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

- Termination of Employment – If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.



- Mechanics – Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- Changes – The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and or the amount of the representation fee, and such changes will be reflected in any deduction made more than 10 days after the Board receives said notice.
- New Employees – On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification

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

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ARTICLE XXIII

DURATION

The Articles set forth in this Agreement have been approved by the Special Services School District Board of Education and ratified by the Staff Association of the Special Services School District. The signatures affixed confirm this agreement for the school years beginning July 1, 2005 and continuing through June 30, 2008.

DATE: \_\_\_\_\_

Cape May County Special Services  
Staff Association

Cape May County Special Services  
Board of Education

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Margaret E. Krah  
President

---

Thomas C. Whittington  
President

---

Member  
Staff Association

---

Diane G. Bitting  
Secretary

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-1

2005-2006

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	44,206	45,206	46,331	47,456	48,581
2	44,506	45,506	46,631	47,756	48,881
3	44,806	45,806	46,931	48,056	49,181
4	45,106	46,106	47,231	48,356	49,481
5	46,281	47,281	48,406	49,531	50,656

6	47,456	48,456	49,581	50,706	51,831
7	48,731	49,731	50,856	51,981	53,106
8	50,006	51,006	52,131	53,256	54,381
9	51,581	52,581	53,706	54,831	55,956
10	54,357	55,357	56,482	57,607	58,732
11	57,333	58,333	59,458	60,583	61,708
12	60,189	61,189	62,314	63,439	64,564

You will move up one step each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-2

2006-07

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	46,358	47,358	48,483	49,608	50,733
2	46,658	47,658	48,783	49,908	51,033
3	46,958	47,958	49,083	50,208	51,333
4	47,258	48,258	49,383	50,508	51,633
5	48,433	49,433	50,558	51,683	52,808
6	49,608	50,608	51,733	52,858	53,983

7	50,883	51,883	53,008	54,133	55,258
8	52,158	53,158	54,283	55,408	56,533
9	53,733	54,733	55,858	56,983	58,108
10	56,509	57,509	58,634	59,759	60,884
11	59,485	60,485	61,610	62,735	63,860
12	62,341	63,341	64,466	65,591	66,716

You will move up one step each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-3

2007-2008

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	49,463	50,463	51,588	52,713	53,838
2	49,763	50,763	51,888	53,013	54,138
3	50,063	51,063	52,188	53,313	54,438
4	50,363	51,363	52,488	53,613	54,738
5	50,663	51,663	52,788	53,913	55,038
6	51,838	52,838	53,963	55,088	56,213
7	53,113	54,113	55,238	56,363	57,488
8	54,388	55,388	56,513	57,638	58,763

9	55,963	56,963	58,088	59,213	60,338
10	58,739	59,739	60,864	61,989	63,114
11	61,715	62,715	63,840	64,965	66,090
12	64,571	65,571	66,696	67,821	68,946

You will move up one step for each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

TEACHER/SCHOOL AIDE

SCHEDULE B

(10 months)

<u>STEP</u>	<u>2005-2006</u>	<u>2006-07</u>	<u>2007-08</u>
1	16,778	17,648	18,778
2	17,105	17,975	19,105
3	17,436	18,306	19,436
4	17,692	18,562	19,692
5	17,948	18,818	19,948
6	18,268	19,138	20,268
7	18,716	19,586	20,716
8	19,450	20,320	21,450
9	19,778	22,058	23,188
10	21,594	23,796	24,926

11	23,665	25,534	26,714
12	25,840	27,346	28,501
13	27,911	29,099	30,274
14	29,984	30,924	32,039

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

ASSISTANT PHYSICAL/OCCUPATIONAL THERAPIST  
INTERPRETER  
SCHEDULE C

(10 months)

<u>STEP</u>	<u>2005-2006</u>	<u>2006-07</u>	<u>2007-08</u>
1	25,025	25,655	26,475
2	25,252	25,882	26,702
3	25,595	26,224	27,044
4	25,964	26,594	27,414
5	26,475	27,105	27,925
6	27,333	27,963	28,783
7	28,323	28,953	29,773
8	29,176	29,806	30,626
9	30,028	30,658	31,478
10	31,933	32,563	33,383
11	33,980	34,610	35,630
12	36,126	36,759	37,779
13	38,409	39,349	40,349

You will move up one step for each year of the contract

Longevity: \$1,300 after completion of 11 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

Note: Adult Day Health Care Program Manager shall receive pensionable income in the amount of \$3,000.00 per contract year in addition to step on the guide.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

ADMINISTRATIVE SECRETARY

SCHEDULE D

(12 months)

<u>STEP</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	29,623	31,498	33,473
2	29,923	31,798	33,773
3	30,223	32,098	34,073
4	30,523	32,398	34,373
5	30,823	32,698	34,673
6	31,123	32,998	34,973
7	31,423	33,298	35,273
8	31,723	33,598	35,573
9	32,023	33,898	35,873
10	34,338	36,213	38,188
11	40,006	41,881	43,856
12	41,732	43,607	45,582

You will remain on the same step each year of the contract.

Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
 Ocean Academy/Cape May County High School/Cape Educational COMPACT

GENERAL SECRETARY  
BOOKKEEPER/SECRETARY

SCHEDULE E  
 (12 months)

<u>STEP</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	20,701	22,015	23,399
2	21,044	22,358	23,742
3	21,403	22,717	24,100
4	21,820	23,134	24,518
5	22,190	23,504	24,887
6	22,559	23,873	25,257
7	22,978	24,292	25,675
8	23,395	24,709	26,093
9	23,838	25,152	26,536
10	24,286	25,600	26,984
11	24,902	26,216	27,599
12	26,296	27,610	28,993
13	28,830	30,144	31,528
14	31,365	32,679	34,062
15	33,899	35,213	36,597
16	36,437	37,751	39,135

You will remain on the same step each year of the contract.

Note: 10 month secretaries will be pro-rated off the 12 month guide.



Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

**CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES**  
**Ocean Academy/Cape May County High School/Cape Educational COMPACT**

CUSTODIAL WORKER

SCHEDULE F

(12 months)

<u>STEP</u>	<u>2005-06</u>	<u>With Black Seal</u>	<u>2006-07</u>	<u>With Black Seal</u>	<u>2007-08</u>	<u>With Black Seal</u>
1	21,885	24,885	22,923	25,923	24,000	27,000
2	22,185	25,185	23,223	26,223	24,300	27,300
3	22,485	25,485	23,523	26,523	24,600	27,600
4	22,785	25,785	23,823	26,823	24,900	27,900
5	23,069	26,069	24,107	27,107	25,200	28,200
6	23,350	26,350	24,388	27,388	25,484	28,484
7	23,623	26,623	24,661	27,661	25,765	28,765
8	23,878	26,878	24,916	27,916	26,038	29,038
9	24,263	27,263	25,301	28,301	26,292	29,292
10	24,815	27,815	25,853	28,853	26,678	29,678
11	25,662	28,662	26,700	29,700	27,229	30,229
12					28,077	31,077

You will move up one step each year of the contract.

Longevity: \$950 after completion of 8 years; an additional \$200 (total of \$1,150) after completion of 11 years of service in the district for employees hired after 7/1/97. Employees hired before 9/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

MAINTENANCE MECHANIC

SCHEDULE G

(12 months)

<u>STEP</u>	<u>2005-2006</u>	<u>2006-07</u>	<u>2007-08</u>
1	38,873	40,373	41,873
2	39,173	40,673	42,173
3	39,473	40,973	42,473
4	39,773	41,273	42,773
5	40,073	41,573	43,073
6	40,373	41,873	43,373
7	40,673	42,173	43,673
8	40,973	42,473	43,973
9	41,273	42,773	44,273
10	41,573	43,073	44,573
11	41,873	43,373	44,873

You will move up one step each year of the contract.

Longevity: \$1,100 after completion of 12 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/George E. Bailey Middle School/Alternative High School

LEAD MECHANIC - HVAC

SCHEDULE H

(12 months)

<u>STEP</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	46,535	48,035	49,535
2	47,035	48,535	50,035
3	47,535	49,035	50,535
4	48,035	49,535	51,035
5	48,535	50,035	51,535
6	49,035	50,535	52,035
7	49,535	51,035	52,535
8	50,035	51,535	53,035
9	50,535	52,035	53,535
10	51,035	52,535	54,035
11	51,535	53,035	54,535
12	52,035	53,535	55,035

You will move up one step each year of the contract.

Longevity: \$1,500 after completion of 12 years; an additional \$200 (total of \$1,700) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

FOOD SERVICE WORKER

SCHEDULE I

(10 months)

<u>STEP</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	20,144	21,177	22,282
2	20,394	21,427	22,532
3	20,644	21,677	22,782
4	20,894	21,927	23,032
5	21,395	22,177	23,282
6	22,198	22,678	23,532
7	23,217	23,481	24,033
8	24,489	24,500	24,836
9	25,337	25,772	25,855
10	26,815	26,620	27,127
11	31,327	28,098	27,975
12	33,638	32,610	29,453
13		34,921	33,965
14			36,276

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES  
Ocean Academy/Cape May County High School/Cape Educational COMPACT

HEAD FOOD SERVICE WORKER

SCHEDULE J

(12 months)

<u>STEP</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
1	33,975	35,475	36,975
2	34,975	36,475	37,975
3	35,975	37,475	38,975
4	36,975	38,475	39,975
5	37,975	39,475	40,975
6	38,975	40,475	41,975
7	39,975	41,475	42,975
8	40,975	42,475	43,975
9	41,975	43,475	44,975
10	42,975	44,475	45,975
11	43,975	45,475	46,975

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.