

**THE NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE WEST CAPE MAY BOARD OF EDUCATION**  
**AND**  
**THE WEST CAPE MAY EDUCATION ASSOCIATION**

**JULY 1, 2009 TO JUNE 30, 2012**

**ARTICLE 1**  
**RECOGNITION**

- A. This contract represents the terms and conditions of employment for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom Teachers  
Nurse  
Basic Skills Teachers  
Special Area Teachers

Excluded are: Chief School Administrator  
Per Diem Substitutes  
Teacher Aides

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in the Agreement, shall refer to all professional employees. A teacher who is employed five days and who teaches at least four days per week shall enjoy the privileges of a full time teacher for the purposes of this contract.

**ARTICLE 2**  
**SCHOOL WORK YEAR**

- A. The Board agrees that the representatives of the teachers shall be consulted before adopting the calendar for each of the school/work years covered by this Agreement. The teacher work year shall be 183 days plus one extra day orientation for new staff members.

**ARTICLE 3**  
**TEACHING HOURS AND TEACHING LOAD**

- A. Teachers shall not be required to “clock in or clock out” by hours and minutes.
- B. The teacher’s work day shall consist of not more than seven (7) hours, which shall include a duty-free lunch period of thirty (30) minutes. Teachers shall be required to report no less than ten (10) minutes prior to the start of the pupils’ instructional day, and shall be permitted to leave no less than ten (10) minutes after the close of the pupils’ instructional day.
- C. When a specialist assumes responsibility of a classroom, the regular classroom teacher shall not be obligated to remain with the classroom and may use such time for preparation. Teachers shall not be assigned to cover classes during the preparation period in which they are relieved, unless an emergency has arisen and at the discretion of the Chief School Administrator.
- D. Two teachers per lunch period may leave the building during their scheduled duty-free lunch period, so long as they make their absence and return known to the Chief School Administrator or teacher in charge.

**ARTICLE 4**  
**NON-TEACHING DUTIES**

- A. The Board and the Education Association acknowledge that a teacher's primary responsibility is to teach, and that energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

Teachers will assume responsibility of supervising the playground and cafeteria in the temporary absence of the playground, lunchroom aide and other staff

Teachers will assume the responsibility of supervising the dismissal of children from their classrooms after school, including the behavior of students in the areas outside each teacher's classroom. Teachers who are not assigned to classrooms shall have a general responsibility to participate in supervision of the dismissal of children as necessary.

Teachers who are required to use their cars in the performance of their professional duties shall be reimbursed at the IRS mileage rate as of September 1 of the contract year, paid once a year on June 30. (see note)

The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, liabilities and expenses incurred by a teacher against whom any action shall be brought for any act or omission other than assaults or other intentional acts causing injury to another arising out of the performance of school duties and/or participation in any authorized school function or activity in accordance with and to the extent of New Jersey statutes. Any teacher work on an approved school activity shall be fully covered by the Board as if the teacher were performing normal teaching duties.

**ARTICLE 5**  
**TEACHER EMPLOYMENT**

- A. All persons hired will hold the proper certification as required by the State of New Jersey. In accordance with NJSA 18A:29-9, whenever a person shall accept employment as a teacher in this school district his initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board of Education.**
- B. All personnel will not be responsible for any duties not specifically listed in the appropriate job description.**
- C. Teachers with previous experience in the West Cape May School District will, upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, Vista, or National Teacher Training Corps work and time spent on a Fulbright Scholarship. Teachers who have not been engaged in other teacher activities or in other activities indicated in this Agreement will, upon returning to the system, be restored to the position on the salary schedule above at which they left.**
- D. Previously accumulated unused sick days for which reimbursement has not previously been received, will be restored to returning teachers.**
- E. Teachers will be notified in writing by a Board-developed form of their contract and salary status for the ensuing year no later than April 30. Salary status will be understood as step on guide according to classifications. If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1. The Board will return a copy of the signed form to the teacher and both parties will sign a verification that the form has been returned. In this event, such employment shall continue as provided for herein. In default of such notice, action may be taken against the teacher.**

## Article 5

- F. Contracts given to teachers in each of their first three years will be known as probationary contracts. Either party may terminate the contract upon written notice of 60 days.**
- G. Part-time teachers will obtain tenure after teaching for three school years and one day.**
- H. Dismissal procedures of teachers under tenure will be those prescribed by the State.**
- I. The use of classroom aides without teacher certification, other than as supervised assistants, will not be accepted as a viable substitute for certified teachers in instructional situations.**
- J. When vacancies and/or new positions occur, the Chief School Administrator shall post a list of said positions. Teachers who desire to apply for said positions may do so and will be granted an interview.**

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**ARTICLE 6**  
**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. Employees shall receive their pay on the fifteenth and thirtieth of each month. Payment shall be in twenty equal installments. Part-time employees will be notified of the beginning and ending dates of each pay period. Teachers shall receive their final checks on the last working day in June.
- C. When a payday falls on or during a school holiday, weekend, or vacation, employees shall receive their paychecks on the last previous working day.
- D. Personnel anticipating salary classification change for the next school calendar year are requested to notify the Chief School Administrator's office in writing prior to the first Board meeting in January. Only graduate credits approved by the Chief School Administrator, or credits in an approved graduate program will be allowed for horizontal movement on the salary scale. Courses must relate to the best interest of the school district. Course approval will be subject to the grievance procedure if the Chief School Administrator's decision is not agreeable.



## Article 6

**WEST CAPE MAY BOARD OF EDUCATION**  
**2009-2010 SALARY GUIDE**  
**SCHEDULE A**

Step	BA	BA +15	BA +30	MA
1	48,542	48,857	49,234	50,052
2	49,042	49,357	49,734	50,552
3	49,542	49,857	50,234	51,052
4	50,042	50,357	50,734	51,552
5	50,542	50,857	51,234	52,052
6	51,042	51,357	51,734	52,552
7	51,542	51,857	52,234	53,052
8	52,042	52,357	52,734	53,552
9	53,902	54,217	54,594	55,412
10	55,800	56,115	56,492	57,310
11	57,697	58,012	58,389	59,207
12	59,595	59,910	60,287	61,105
13	61,492	61,807	62,184	63,002

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**WEST CAPE MAY BOARD OF EDUCATION**  
**2010-2011 SALARY GUIDE**  
**SCHEDULE A-1**

Step	BA	BA +15	BA +30	MA
1	49,363	49,678	50,055	50,873
2	49,863	50,178	50,555	51,373
3	50,363	50,678	51,055	51,873
4	50,863	51,178	51,555	52,373
5	51,363	51,678	52,055	52,873
6	51,863	52,178	52,555	53,373
7	52,363	52,678	53,055	53,873
8	52,863	53,178	53,555	54,373
9	54,723	55,038	55,415	56,233
10	56,621	56,936	57,313	58,131
11	58,518	58,833	59,210	60,028
12	60,416	60,731	61,108	61,926
13	62,313	62,628	63,005	63,823

Everyone moves to the next step, except 13

## Article 6

**WEST CAPE MAY BOARD OF EDUCATION**  
**2011-2012 SALARY GUIDE**  
**SCHEDULE A-2**

Step	BA	BA + 15	BA + 30	MA
1	50,297	50,612	50,989	51,807
2	50,797	51,112	51,489	52,307
3	51,297	51,612	51,989	52,807
4	51,797	52,112	52,489	53,307
5	52,297	52,612	52,989	53,807
6	52,797	53,112	53,489	54,307
7	53,297	53,612	53,989	54,807
8	53,797	54,112	54,489	55,307
9	55,657	55,972	56,349	57,167
10	57,554	57,869	58,246	59,064
11	59,452	59,767	60,144	60,962
12	61,349	61,664	62,041	62,859
13	63,247	63,562	63,939	64,757

Everyone moves to the next step, except 13

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**WEST CAPE MAY BOARD OF EDUCATION**  
**IN-DISTRICT LONGEVITY SCHEDULE**  
**SCHEDULE A-3**

**2009-2010**

After 10 years through 15 years - \$1912  
After 15 years through 20 years - \$4441  
After 20 years and thereafter - \$5690

**2010-2011**

After 10 years through 15 years - \$1912  
After 15 years through 20 years - \$4441  
After 20 years and thereafter - \$5690

**2011-2012**

After 10 years through 15 years - \$1912  
After 15 years through 20 years - \$4441  
After 20 years and thereafter - \$5690

**ARTICLE 7**  
**DEDUCTIONS FROM SALARY**

- A. The Board agrees, when authorized by individual teachers, to make deductions for summer pay, savings/investment plans, NJEA membership fees, local association membership fees and dependents' insurance premiums.

**ARTICLE 8**  
**TEACHER EVALUATION**

- A. All certificated personnel shall be evaluated by the Chief School Administrator or his/her designee every year in order to help effectuate an improved professional staff. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Teacher evaluations shall serve three basic functions:
1. To improve instruction or the work of the employee
  2. To learn the effectiveness of the employee
  3. To assess that person's total qualifications before tenure is granted
- C. The evaluation of a certificated employee shall be based on total performance in the position which includes:
1. All requirements of the job as set forth by the school administration
  2. Classroom instruction or special services work for which employed
  3. Effectiveness in dealing with children and parents and
  4. All other situations where teacher functions as a professional employee representing the district
- D. The evaluation shall be based primarily on objective evidence. Formal evaluations shall include more than one classroom observation, each of which shall be for a minimum of thirty minutes.

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- E. Certificated tenured personnel shall experience two classroom observations per year. The certificated personnel and/or the Chief School Administrator may request up to one additional observation per year without challenge. Each party shall develop a criteria for determining the need for a third evaluation. Certificated non-tenured personnel shall experience four classroom observations.**
- F. A conference shall be held within five school days after any observation for a full time teacher or by the next working day for a part-time teacher. The teacher with whom the conference is held shall have the right to have present a representative of their choice. The teacher shall be given a copy of any class visit or evaluation report at least three days before any conference. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. Such reports shall include, when pertinent:**
- 1. Strengths of the teacher as evidenced during the observation period**
  - 2. Weaknesses of the teacher as evidenced during the observation**
  - 3. Specific suggestions as to measures which the teacher might take to improve performance in each of the areas where weaknesses have been indicated**
- G. The Chief School Administrator or his/her designee has the primary responsibility for certificated staff evaluations and for writing the formal evaluation report.**
- H. Classroom observations shall be signed by the staff member and the Chief School Administrator or his/her designee.**

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## Article 8

- I. Recommendations for non-renewal of contract or to withhold increments shall be made by the Chief School Administrator and shall be supported by at least two observations. The Chief School Administrator shall submit notification when such evaluative action is indicated.**
- J. A teacher shall have the right, upon request, to review the contents of his file and to receive copies of any documents contained therein. At least every two years, a teacher shall have the right to indicate those documents and/or other materials in her file which she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator or a designee, and if, in fact, the documents are obsolete or otherwise inappropriate to retain, they shall be destroyed.**
- K. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that an opportunity has been taken to review such material by affixing a 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 to submit a written answer to such material and the answer shall be reviewed by the Chief School Administrator or a designee and attached to the file copy. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, in shall not establish any separate personnel file which is not available for the teacher's inspection.**

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- L. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by counsel at any meetings or conferences regarding such complaint.**
- M. Whenever any teacher is asked to appear by the Chief School Administrator, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in an office or position, or employment, or the salary or any increments pertaining thereto, then written notice of the reasons for such meeting or interview shall be given prior to the meeting or interview. The teacher shall be entitled to have counsel present to advise and represent him during such meeting or interview. In the event that a meeting with an administrator is requested by a teacher, the teacher, at her discretion, may be accompanied by counsel. Wages of an accused or suspended teacher shall be held in escrow and paid in the event of acquittal.**
- N. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance otherwise than in accordance with the procedure set forth in this Article.**

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**ARTICLE 9**  
**TEACHING FACILITIES**

The school shall have the following facilities if possible:

1. Space in each classroom in which teachers may store instructional materials and supplies
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. It shall be cleaned regularly by the school's custodial staff.
4. A serviceable desk and chair and filing facilities for the use of each teacher
5. Well lighted, clean teacher restrooms, separate for each sex and separate from the students' restrooms
6. Suitable closet space for each teacher to store coats, overshoes and personal articles
7. Copies, exclusively for each teacher's use, of all textbooks used in each of the courses to be taught
8. Adequate chalkboard space in each classroom
9. Adequate books, paper, pencils, chalk, erasers and other such materials required in the daily teacher responsibility

**ARTICLE 10**  
**SICK LEAVE**

- A. All teachers shall be entitled to ten sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Teachers employed on a twelve month basis shall be entitled to twelve sick leave days.
- B. Part-time teachers shall be entitled to sick leave prorated according to the number of full or partial days worked.
- C. Sick days used after July 1, 2003, will be subtracted first from those earned prior to June 30, 2003.

**ARTICLE 11**  
**TEMPORARY LEAVES OF ABSENCE**

- A. Teachers shall be entitled to the following temporary, non-cumulative leaves of absence with full pay each school year if an application form identifying the type of leave is made at least 48 hours before the request is to be granted. In cases of extreme emergency the request may be granted immediately by the Chief School Administrator in which cases the applications must be submitted within two days of the teachers' return to work in order for the days to qualify for pay.**
- 1. Up to three days leave for personal leave which shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Teachers may use personal days before and after holidays. No more than two staff members shall use a personal day on the same day preceding or following a holiday. No more than one personal day per year, per member shall be granted before or following a holiday. The day before the Christmas recess shall not be eligible for a personal day, except in a documented emergency. If more than two staff members request the same day, then the first two requests received shall be granted.**
  - 2. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.**
  - 3. Each teacher will be granted up to three days per year to be used in the event of critical illness in the teacher's immediate family. Critical illness is defined as hospitalization with serious or critical condition of a life-threatening situation. Immediate family will include spouse, children, mother, father, sister, brother, grandmother, grandfather, grandchildren and in-laws of the same relationships, or any member of the immediate household.**

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4. Each teacher will be allowed up to five days per year for a death in the immediate family. A teacher may request, via the Chief School Administrator, up to two days in the event of a teacher's relative outside the immediate family defined above, or one day of leave for the death of a close friend. Said request is subject to denial in accordance with the needs of the school system.
- B. Teachers will be eligible for the following temporary, non-cumulative leaves of absence with full pay each school year:
1. For the purpose of visiting other schools, or attending meetings or conferences of an educational or professional nature, with prior approval of the Chief School Administrator.

## **ARTICLE 12**

### **PROFESSIONAL STAFF LEAVES AND ABSENCES**

The provision of leaves for teachers helps to attract and retain faculty who will continue to grow professionally, maintain their physical health and have a feeling of security. The Board demonstrates this intention by:

1. Providing teachers the opportunity for continued professional growth
2. Encouraging teachers to take the necessary time to recuperate from illness
3. Providing a way for teachers to arrange for absence in the event of an accident or other emergency
4. Cooperating with teachers in arranging time for the performance of certain obligations or for other personal purposes that can only be accomplished during school hours.

#### **Extended Leaves of Absence**

- A. **Child Rearing Disability Leave:** Teacher shall notify the Chief School Administrator of her pregnancy. Upon request for leave, she shall receive an unpaid leave of absence due to maternity. This leave shall not exceed a period of twelve months after the birth of the child and is expected to end and said teacher return to her position when she is physically able to perform her duties. Termination of leaves shall coincide with the end of marking periods as much as possible. A teacher is entitled to be paid for the number of accrued accumulated sick leave days during the period of a pregnancy-related disability.

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- B. Teachers Adopting An Infant Child: Teachers shall receive a similar leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of the adoption. Teachers on maternity leave may substitute in West Cape May School if they so desire in their area of competence and in the event of emergencies when another substitute is not available.**
- C. A Leave of Absence of up to one year without pay shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.**
- D. Other Leaves of Absence Without Pay: Other leaves of absence may be granted by the Board for good reason. Each request shall be considered on its own merit and not as a precedent for granting similar requests.**

**ARTICLE 13**  
**SABBATICAL LEAVES**

- A. The Board may grant upon request a sabbatical leave to one full time teacher per eligible year for the purpose of study, not to be limited to matriculated course work.
- B. The teacher, while on sabbatical leave, shall receive one half of the regular salary.
- C. The teacher shall apply for such leave in writing to the Chief School Administrator prior to the first Board meeting in January of the preceding school year for which the sabbatical leave is eligible. The teacher shall be notified of the Board's action on the application on or before March 15, of the same year. In order to apply, a teacher must have been employed by the West Cape May Board of Education at least seven consecutive years, and must not have had a sabbatical leave during the seven years immediately preceding.
- D. Compensation shall be paid at the same time as other teachers. (Article 6) A teacher on sabbatical leave will receive the scheduled increment and adjustment in salary for the year on leave. The teacher will receive credit toward retirement. The teacher on such leave shall determine with the Board Secretary in advance of beginning the leave, the necessary salary deductions, so as not to jeopardize pension, insurance and other benefits.
- E. The number of teachers receiving sabbatical leaves in any eligible year shall not exceed one. If the number of applications for such leaves exceeds the number available, the selection shall be base upon:
  - 1. The estimated value of the plan to the individual and to the school system
  - 2. The seniority of the teacher, longest seniority having preference



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- F. Once a teacher has been granted a sabbatical leave, that teacher is bound by contract to return to the original position within the West Cape May School District for one year.**
- G. The Board has the right to request only reasonable documentation comparable to a transcript from the teacher who is on sabbatical.**
- H. Sabbatical leaves shall be granted only at the Board's discretion.**

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**ARTICLE 14**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. In our rapidly changing society, teachers must constantly review curricular content, teacher methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the upgrading and updating of teacher performances and attitudes. The teachers recognize that the individual teacher must pursue a program of continued study and improvement in his field of interest and in the methods of dealing with instruction in her field. It is further recognized that the pattern of improvement may well vary from teacher to teacher in similar fashion to the progress of the students whom we teach. It shall therefore be the responsibility of each teacher, with the encouragement of supervisors, administration and the Board to seek continued improvement.
- B. Tuition reimbursement for graduate credits shall be granted to teachers upon completion of the course with a "B" or better or equivalent grade.

The Board agrees to pay the teacher a maximum of nine credits at the State of New Jersey College rate per credit, toward the cost of tuition, fees and book for each year of this contract. In no event shall the yearly amount reimbursed for all teachers be greater than \$9300 in 2009-2010; \$9300 in 2010-11; \$9300 in 2011-12.

Part-time teachers shall receive reimbursement at twenty percent per number of days per week employed. Example: Four days employment times twenty percent equals eighty percent reimbursement.

All courses must be approved in advance by the Chief School Administrator. If the course is not approved by the Chief School Administrator, the teacher shall have the right to grieve the decision. In this instance, the grievance shall end at the Board level.

**ARTICLE 15**  
**PROTECTION OF TEACHERS AND STUDENTS**

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. Adequate first aid and health facilities shall be provided for students and teachers for the entire school day.
- C. Teachers shall report in writing to the Chief School Administrator cases of assault and/or violence suffered by them in connection with their employment.
- D. Any reimbursement for reasonable costs of defense of a teacher shall be provided and limited as outlined in New Jersey statutes.

**ARTICLE 16**  
**MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. When a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him to the Chief School Administrator.

**ARTICLE 17**  
**INSURANCE PROTECTION**

- A. The Board shall pay the full premium for a full-time teacher's Single Coverage in the Traditional State Health Benefits Major Medical Plan, Basic Hospital, Medical-Surgical and Rider J, or for State Health Benefits Plan Preferred Provided Organization coverage, the Board's cost not to exceed the cost of the Traditional Plan.
- B. The Board shall pay the full premium for a full-time teacher's single coverage in the American General group dental plan or an equivalent plan.
- C. Dependents may be enrolled through teacher payroll deductions.
- D. Teachers on sabbatical leave shall be covered by insurance protection.
- E. Insurance protection shall be provided to new teachers as soon as possible consistent with the insurance carrier's enrollment procedure.
- F. In the event of the death or permanent disability of the spouse of a teacher, with said spouse being the primary health-care provider for the family of said teacher, the Board of Education shall provide family health insurance for that teacher, subject to the following terms and conditions:
  - 1. The insurance shall be provided at the earliest window period following the death/disability and continue as long as the teacher remains employed in the district with no spouse or no spouse able to provide insurance. If the teacher remarries or if the disabled spouse becomes able to provide insurance, the Board of Education's obligation shall terminate.
  - 2. The Board of Education has the option:
    - a. To assume the payments of an existing family policy in effect at the time of the death/disability, or its successor policy if applicable; or

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- b. To provide family health insurance coverage equal to the New Jersey State Health Benefits Plan**
- 3. The Board of Education shall pay fifty percent (50%) of the additional premium (above single person coverage) for coverage of existing dependents already covered through a spouse's policy.**
- 4. To qualify for this health benefit, a teacher shall provide proof of an existing family health policy in effect at the time of the death/disability.**
- 5. The Board of Education shall provide family health coverage to the remainder of dependents existing and covered at the time of the death/disability.**

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**ARTICLE 18**  
**REIMBURSEMENT OF UNUSED SICK DAYS**

- A. Teachers shall be given a written accounting of accumulated sick leave days at the beginning of each school year.
- B. Any teacher with a minimum of twenty years of service in the district or who has reached the age of fifty-five, shall upon leaving the district, receive a payment for all accumulated unused sick days. The rate shall be \$30 per day for days accumulated through June 30, 2003, to a maximum of \$6000 and \$35 per day thereafter to a maximum of \$8000. This reimbursement will be made in two equal payments, the first payment to be July 1 following the retirement and the second payment to be 12 months after retirement.
- C. A teacher must notify the Board six months in advance of retirement except in an emergency or if unforeseen circumstances do not permit such advance notice. In the event of death of the retiree, the balance of monies shall be paid to the estate of the retiree.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

Grievances shall be defined as follows:

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers.
2. A grievance based upon the violation of the express, written terms of this contract, if not resolved, shall terminate in final and binding arbitration.
3. A grievance based upon the interpretation, application, or violation of Board policies or administrative decisions, if not resolved, shall terminate at the Board level.
4. A grievance based upon the interpretation, application, or violation of terms and conditions of employment established by statute or administrative rules or regulations shall be processed through Level Three of this procedure and may be appealed only to the appropriate administrative agency having jurisdiction in said matters.
5. A "grievant" is the person or persons making the claim or on whose behalf the Association is making the claim.
6. "Days" when used herein shall mean days when school is in session.



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### B. Purpose

1. The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment of teachers covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

### C. Procedure

#### 1. Time Limits

The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by mutual agreement.

#### 2. Limitations on Filing

A grievance shall be initiated at Level One of this procedure within twenty school days of the date of the incident or occurrence giving rise to the grievance.

#### 3. Level One - Chief School Administrator

A teacher with a grievance shall first discuss it with the Chief School Administrator either directly or through the Association's designated representative, with the objective of resolving the matter informally.

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### 4. Level Two - Chief School Administrator

If the grievance is not resolved informally to the satisfaction of the grievant, or if no response has been given by the Chief School Administrator within five school days after the informal discussion, then the grievant shall file the grievance in writing with the Chief School Administrator within ten school days after the Chief School Administrator's response or ten school days after the informal discussion, whichever is sooner.

### 5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten school days after the grievance was delivered to the Chief School Administrator, he may, within five school days after a decision by the Chief School Administrator or fifteen days after the grievance was delivered to the Chief School Administrator, whichever is sooner, file the grievance in writing to the Board. The Board or a committee thereof shall review the grievance and shall hold a hearing with the teacher if so requested by the teacher and render a decision in writing within thirty school days of receipt of the grievance by the Board.

### 6. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty school days after the grievance was delivered to the Board, he may, within five school days after a decision by the Board or thirty-five school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty school days after receipt of a request by the aggrieved person.

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- b. **Within ten school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission.**

**Prior to this hearing, representatives from both sides will attempt to agree on the exact issue that will be arbitrated.**

- c. **The arbitrator shall be limited to the issue submitted to him and shall not add to, subtract from, or modify the terms of the Agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express written terms of the locally negotiated Agreement.**

**The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violation of Board policies and administrative decision affecting terms and conditions of employment, or of statutes and regulation setting terms and conditions of employment. Any remedy that provides reinstatement to a job or position or that compensates teachers for work not performed is prohibited.**

## Article 19

- d. Arbitration meetings will be held at times other than the regular school day.
- e. Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and the expense of the arbitrator and arbitration proceedings.

### D. Right of Teachers To Representation

#### 1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at her option by representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Association will refrain from interfering with discussions at the informal level.

## Article 19

### E. Miscellaneous

#### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Chief School Administrator directly. The procession of such grievance shall be commenced at Level Two.

#### 2. Meetings and Hearings

None of the meetings and hearings conducted under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives.

#### 3. Written Decisions

Decisions rendered at Levels Two, Three, and Four of this grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step.

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.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the faculty and given appropriate distribution so as to facilitate operation of the grievance procedure.

## Article 19

## Article 19

### 4. Waiver of Grievance

**Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.**

### 5. Grieve-Work Rule

**It is understood that all teachers, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue to perform the duties being grieved until such grievance and any effect thereof shall have been fully resolved.**

**ARTICLE 20**  
**MISCELLANEOUS PROVISIONS**

- A. All prior agreements either oral or written are hereby canceled, and this Agreement constitutes the entire agreement between the parties.**
- B. 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.**
- C. The Board and the Association agree that 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 teachers or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status or age.**
- D. Any individual contract or job description 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 job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.**
- E. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.**

## Article 20

- F. The statutory rights of the Board to hire, assign, evaluate, and promote remain intact. In accordance with NJSA 18A:29-9, whenever a person shall accept employment as a teacher in this school district, his initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board of Education.**
- G. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage, or given an adverse evaluation of his or her professional services without just cause. All discipline shall be progressive in nature. Any such action, asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.**
- H. Any changes in terms and conditions of employment not addressed in this Agreement must be negotiated by the Board and the Association.**
- I. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:**
- 1. If by the Association to the Board:**  
**Secretary of the Board of Education**  
**301 Moore Street, West Cape May, New Jersey 08204-1199**
  - 2. If by the Board to the Association:**  
**President of the West Cape May Education Association**  
**301 Moore Street, West Cape May, New Jersey 08204-1199**

## Article 20



**ARTICLE 21**  
**EXTRA SERVICE - EXTRA PAY**

**A. Teachers shall attend, without extra pay:**

- 1. A minimum of three sessions of parent teacher conferences to be held on 12:30 dismissal days for students, one of which shall accommodate parents unable to attend conferences before 3:00 PM. On such a day, teachers may leave at 12:30 and return for late conferences**
- 2. One back-to-school night**
- 3. Up to two (2) concerts per year.**
- 4. In-services and field trips which may extend beyond the school day**
- 5. One faculty meeting per month, not to exceed one hour. Any changes or adjustments shall be mutually agreed upon by the Education Association and the Chief School Administrator.**

**B. West Cape May teachers who teach Board approved extra-curricular programs shall be compensated at the rate of \$25 per hour.**

**C. Other services performed by teachers shall be negotiated by the Association and the Board.**

**D. Teachers will be paid a stipend of \$25.00 per hour, session time, when they attend Board approved Professional Development workshops / seminars, after school hours, on weekends, or during summer months. The stipend shall be capped at \$125.00 per workshop / seminar and will not cover webinars. Summer months shall be defined as occurring between July 1 and September 1. Teachers must be under contract for the upcoming school year in order for summer stipends to be in effect.**

**All professional development opportunities must be approved by the Board of Education. Certificates of attendance or other appropriate documentation will be submitted to the Business Administrator prior to payment.**

**ARTICLE 22**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.
  
- B. In witness whereof the parties hereto have caused this Agreement to be signed by the West Cape May Education Association and the Board of Education, attested on the day and year first written above.

WEST CAPE MAY EDUCATION ASSOCIATION

BY: \_\_\_\_\_

WEST CAPE MAY BOARD OF EDUCATION

BY: \_\_\_\_\_

NEW JERSEY EDUCATION ASSOCIATION

BY: \_\_\_\_\_

DATED: \_\_\_\_\_