

1251

PROFESSIONAL EMPLOYEES AGREEMENT

between

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

and

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

for the school years  
July 1, 1993 - June 30, 1996

PREAMBLE

This Agreement, entered into this First day of July, 1993; by and between the Board of Education of the Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board", and the Lower Cape May Regional Education Association, hereinafter called the "Association".

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

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

ARTICLE I

RECOGNITION

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

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

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

## ARTICLE II

### NEGOTIATION PROCEDURE

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

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

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

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

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

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

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

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

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Purpose

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

#### B. Definitions

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

#### C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.
2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after the aggrieved party has reasonable cause to have notice thereof.

#### D. Grievance Procedures

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

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

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

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

a. A request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and of the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

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

**E. Miscellaneous**

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

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

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

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

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

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

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

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

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



ARTICLE IV

TEACHER RIGHTS

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

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

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

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

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

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

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

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

ARTICLE V

MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal (or sign in) upon arrival on the premises during school hours.
- C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.
- D. The Association has the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within this Agreement.
- F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.

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

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

1. During each membership year, the Association will submit to the Board or its representative a list of those employees who have not become members of the Association for the current year. The Board shall deduct from the salaries of said employees the amount specified above and transmit the amount so deducted to the Association. It is understood that said deduction shall be done in as nearly as possible equal installments.

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

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

ARTICLE X

TEACHER EMPLOYMENT

A. Each teacher shall be placed on his/her appropriate step on the salary guide and advance accordingly from year to year.

B. Teachers with previous teaching experience shall, upon initial employment in the district, receive credit up to a maximum five steps for all prior teaching experience and up to four (4) years military experience as required by any law. The Board may, in its discretion, grant additional credit to any newly hired teachers.

Placement on the salary guide shall be non-grievable and non-arbitrable.

C. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than April 30.

D. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history, shall be subject to appropriate action by the Board and/or the Association.

E. Dismissal procedures of teachers under tenure shall be that as provided by law.

F. Dismissal procedures of non-tenured teachers shall be that as provided by law.

ARTICLE XI

SALARIES

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

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

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

3. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. This must be an annual commitment.

4. When a pay day falls on or during a school or legal holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

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

C. Longevity shall be paid each teacher upon his reaching each of the following steps in the amounts specified:

Step	1993/94	1994/95	1995/96
17	\$ 472.50	\$ 518.00	\$ 580.00
18	945.00	1,036.00	1,160.00
19	1,417.50	1,554.00	1,740.00
20	1,890.00	2,072.00	2,320.00
21	2,362.50	2,590.00	2,900.00
22	2,835.00	3,108.00	3,480.00
23	3,307.50	3,626.00	4,060.00
24	3,780.00	4,144.00	4,640.00
25	4,252.50	4,662.00	5,220.00
26	4,725.00	5,180.00	5,800.00
27	5,197.50	5,698.00	6,380.00
28	5,670.00	6,216.00	6,960.00
29	6,142.50	6,734.00	7,540.00
30	6,615.00	7,252.00	8,120.00

ARTICLE XV

SUBSTITUTES

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

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



- A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his/her duties, the teacher shall not forfeit any sick leave or personal leave.
- 2. Absence because of injury arising out of a teacher's employment shall be compensated in accordance with the provisions of the Workman's Compensation Law and N.J.S.A. 18A:30-1 et seq.
- B. A school nurse shall be scheduled for the entire school day for each school.

PROTECTION OF TEACHERS

ARTICLE XVI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

ARTICLE XVII

A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.

B. However, if in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him/her to the next higher authority.

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

1. All first year teachers to the Lower Cape May Regional School District will be ineligible for fringe bank reimbursement. Expenses incurred during this year will not be eligible for reimbursement purposes.
2. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods.
3. Any unused funds from a given school may be only carried over one (1) school year.
4. The unused balances of the Prescription Payment Plan cannot be used as a reimbursement in the Medical Fringe Bank clause.

D. Fringe Bank

2. It is agreed and understood that the Board will not make any contribution in excess of the amounts provided herein for each participant in the plan.
- |    |  |
|----|--|
| a. | Family unit 50% of the cost per month    |
| b. | Single member 50% of the cost per month  |
| c. | Parent & Child 50% of the cost per month |

1. A prescription plan, Blue Cross/Blue Shield or its equivalent, which provides a \$5.00/\$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board as follows:
  - a. The Board of Education will assume the cost of the coverage as set forth in the New Jersey State Health Benefits Program for the entire family.
  - b. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.
  - c. A prescription plan, Blue Cross/Blue Shield or its equivalent, which provides a \$5.00/\$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board as follows:
    - a. Family unit 50% of the cost per month
    - b. Single member 50% of the cost per month
    - c. Parent & Child 50% of the cost per month
2. It is agreed and understood that the Board will not make any contribution in excess of the amounts provided herein for each participant in the plan.

\$650.	1993/94
\$700.	1994/95
\$700.	1995/96

INSURANCE PROTECTION

ARTICLE XVIII

5. Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30th and/or May 30th. Payment dates shall be on or before December 30th and on or before June 30th.

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

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

PERSONAL AND ACADEMIC FREEDOM

ARTICLE XIX

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

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

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

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

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

ARTICLE XX

A. The board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their Principal or other immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.

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

ARTICLE XXI

AUTHORIZATION  
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_  
SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_  
TO DISBURSING OFFICER \_\_\_\_\_ BOARD OF EDUCATION:

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

MISCELLANEOUS PROVISIONS

ARTICLE XXII

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

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

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

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

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

E. For the purpose of binding the Board of Education, notwithstanding the provisions of ARTICLE XXII, Paragraph D, a vacancy shall not exist until the resignation in the form provided in Schedule D is submitted in proper form and said resignation is formally accepted by the Board of Education.



DEDUCTION FROM SALARY

ARTICLE XXIII

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

- \_\_\_\_\_ Lower Cape May Regional Education Association
- \_\_\_\_\_ Cape May County Education Association
- \_\_\_\_\_ New Jersey Education Association
- \_\_\_\_\_ National Education Association

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

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

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

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

ARTICLE XXIV

TUITION REIMBURSEMENT

Effective July 1, 1993, any teacher, after two years of service, shall receive reimbursement for up to six (6) credits taken during a contract year (July 1 to June 30) upon taking graduate credits at an accredited college or university in areas of their current teaching assignment or towards a degree program or upon approval by the Superintendent.

Reimbursement will be made up to a maximum of the Glassboro State College rate at the time of enrollment in the course (not including parking fees).

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

All employees hired after July 1993 shall be encouraged to earn the equivalent of one credit from in-house, after school staff development activities for each year of employment in the District. First year employees will be required to earn at least one credit during their first year of employment. Subsequently, they will be encouraged to continue to earn at least one credit per year of employment.

Upon earning 15 credits of staff development activity, employees shall move laterally to the appropriate salary lane. Employees may continue to earn credits for lateral movement. For the purpose of this article, one in-house credit is equal to 10 hours of after school staff development. Approved college course credits may be taken in lieu of the above.

Staff members employed prior to July 1993, are also encouraged to voluntarily attend after school staff development activities. Credits earned shall apply toward lateral movement on the salary guide at the rate of 10 hours of after school staff development equaling 1 credit. These in-house credits may be combined with college credits for lateral movement on the salary guide. Any staff member at BA+30 or MA+30 must earn an additional 15 credits to receive a yearly stipend of \$325.00.

Teachers who retire from the District and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave for the 1991/92 school year at the rate of 35% of his/her per diem (calculated at 1/200th of annual salary at the time of retirement) rate provided fourteen (14) years of service have been completed in the Lower Cape May Regional School District. For the 1992-93 school year, unused sick leave will be reimbursed at the rate of 38% of his/her per diem (calculated at 1/200th of annual salary at the time of retirement) rate provided eighteen (18) years of service have been completed in the Lower Cape May Regional School District.

Payment shall be made within one year from the date on which the teacher informs the District of his/her intention to retire. Payment may be distributed at the retiree's option up to a three year period from the date of retirement. Yearly payments under this option would be made January 30 of each year.

SICK LEAVE REIMBURSEMENT

ARTICLE XXV

ARTICLE XXVI  
SUMMER WORK

Teachers employed after the end of the teacher work year shall be paid at their per diem rate up to a maximum of nine steps depending upon their classification and step on the guide, based upon the September 1, 1993 salary guide, and upon the September 1, 1994 salary guide for the second year and upon the September 1, 1995 salary guide for the third year of the contract.

Examples:

- a. A staff member at B.A. Step 3 would receive 1/200th of B.A. Step 3 or \$27,300.
- b. A staff member at M.A.+30, Step 12 would receive 1/200th of M.A.+30, Step 9 or \$37,425.

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

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

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

Summer work - staff development training, including meetings, will be paid at the rate of \$22.00 per hour.

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

DATE  
9/22/93

SECRETARY  
*[Signature]*

PRESIDENT  
*[Signature]*

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

SECRETARY  
*[Signature]*

PRESIDENT  
*[Signature]*

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996 and subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

DURATION OF AGREEMENT

ARTICLE XXVII

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
Teachers Salary Schedule 1993/94

ST	non-degree & B.A.	BA+15	BA+30	MA	MA+15	MA+30	PHD
1	27,000	27,675	28,350	29,025	29,700	30,375	31,050
2	28,242	28,917	29,592	30,267	30,942	31,617	32,292
3	29,484	30,159	30,834	31,509	32,184	32,859	33,534
4	30,726	31,401	32,076	32,751	33,426	34,101	34,776
5	31,968	32,643	33,318	33,993	34,668	35,343	36,018
6	33,210	33,885	34,560	35,235	35,910	36,585	37,260
7	34,452	35,127	35,802	36,477	37,152	37,827	38,502
8	35,694	36,369	37,044	37,719	38,394	39,069	39,744
9	37,044	37,719	38,394	39,069	39,744	40,419	41,094
10	38,394	39,069	39,744	40,419	41,094	41,769	42,444
11	39,744	40,419	41,094	41,769	42,444	43,119	43,794
12	41,094	41,769	42,444	43,119	43,794	44,469	45,144
13	42,444	43,119	43,794	44,469	45,144	45,819	46,494
14	43,794	44,469	45,144	45,819	46,494	47,169	47,844
15	45,144	45,819	46,494	47,169	47,844	48,519	49,194
16	46,494	47,169	47,844	48,519	49,194	49,869	50,544

LONGEVITY:

17	46,967	47,642	48,317	48,992	49,667	50,342	51,017
18	47,440	48,115	48,790	49,465	50,140	50,815	51,490
19	47,913	48,588	49,263	49,938	50,613	51,288	51,963
20	48,386	49,061	49,736	50,411	51,086	51,761	52,436
21	48,859	49,534	50,209	50,884	51,559	52,234	52,909

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
Teachers Salary Schedule 1993/94

Page 2

22	49,332	50,007	50,682	51,357	52,032	52,707	53,382
23	49,805	50,480	51,155	51,830	52,505	53,180	53,855
24	50,278	50,953	51,628	52,303	52,978	53,653	54,328
25	50,751	51,426	52,101	52,776	53,451	54,126	54,801
26	51,224	51,899	52,574	53,249	53,924	54,599	55,274
27	51,697	52,372	53,047	53,722	54,397	55,072	55,747
28	52,170	52,845	53,520	54,195	54,870	55,545	56,220
29	52,643	53,318	53,993	54,668	55,343	56,018	56,693
30	53,116	53,791	54,466	55,141	55,816	56,491	57,166

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
 Teachers Salary Schedule 1994/95

ST	non-degree & B.A.	BA+15	BA+30	MA	MA+15	MA+30	PHD
1	28,000	28,700	29,400	30,100	30,800	31,500	32,200
2	29,288	29,988	30,688	31,388	32,088	32,788	33,488
3	30,576	31,276	31,976	32,676	33,376	34,076	34,776
4	31,864	32,564	33,264	33,964	34,664	35,364	36,064
5	33,152	33,852	34,552	35,252	35,952	36,652	37,352
6	34,440	35,140	35,840	36,540	37,240	37,940	38,640
7	35,728	36,428	37,128	37,828	38,528	39,228	39,928
8	37,016	37,716	38,416	39,116	39,816	40,516	41,216
9	38,416	39,116	39,816	40,516	41,216	41,916	42,616
10	39,816	40,516	41,216	41,916	42,616	43,316	44,016
11	41,216	41,916	42,616	43,316	44,016	44,716	45,416
12	42,616	43,316	44,016	44,716	45,416	46,116	46,816
13	44,016	44,716	45,416	46,116	46,816	47,516	48,216
14	45,416	46,116	46,816	47,516	48,216	48,916	49,616
15	46,816	47,516	48,216	48,916	49,616	50,316	51,016
16	48,216	48,916	49,616	50,316	51,016	51,716	52,416
LONGEVITY:							
17	48,734	49,434	50,134	50,834	51,534	52,234	52,934
18	49,252	49,952	50,652	51,352	52,052	52,752	53,452
19	49,770	50,470	51,170	51,870	52,570	53,270	53,970
20	50,288	50,988	51,688	52,388	53,088	53,788	54,488
21	50,806	51,506	52,206	52,906	53,606	54,306	55,006



LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
 Teachers Salary Schedule 1994/95

Page 2

22	51,324	52,024	52,724	53,424	54,124	54,824	55,524
23	51,842	52,542	53,242	53,942	54,642	55,342	56,042
24	52,360	53,060	53,760	54,460	55,160	55,860	56,560
25	52,878	53,578	54,278	54,978	55,678	56,378	57,078
26	53,396	54,096	54,796	55,496	56,196	56,896	57,596
27	53,914	54,614	55,314	56,014	56,714	57,414	58,114
28	54,432	55,132	55,832	56,532	57,232	57,932	58,632
29	54,950	55,650	56,350	57,050	57,750	58,450	59,150
30	55,468	56,168	56,868	57,568	58,268	58,968	59,668

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT  
Teachers Salary Schedule 1995/96

ST	non-degree & B.A.	BA+15	BA+30	MA	MA+15	MA+30	PHD
1	29,000	29,725	30,450	31,175	31,900	32,625	33,350
2	30,334	31,059	31,784	32,509	33,234	33,959	34,684
3	31,668	32,393	33,118	33,843	34,568	35,293	36,018
4	33,002	33,727	34,452	35,177	35,902	36,627	37,352
5	34,336	35,061	35,786	36,511	37,236	37,961	38,686
6	35,670	36,395	37,120	37,845	38,570	39,295	40,020
7	37,004	37,729	38,454	39,179	39,904	40,629	41,354
8	38,338	39,063	39,788	40,513	41,238	41,963	42,688
9	39,788	40,513	41,238	41,963	42,688	43,413	44,138
10	41,238	41,963	42,688	43,413	44,138	44,863	45,588
11	42,688	43,413	44,138	44,863	45,588	46,313	47,038
12	44,138	44,863	45,588	46,313	47,038	47,763	48,488
13	45,588	46,313	47,038	47,763	48,488	49,213	49,938
14	47,038	47,763	48,488	49,213	49,938	50,663	51,388
15	48,488	49,213	49,938	50,663	51,388	52,113	52,838
16	49,938	50,663	51,388	52,113	52,838	53,563	54,288

LONGEVITY:

17	50,518	51,243	51,968	52,693	53,418	54,143	54,868
18	51,098	51,823	52,548	53,273	53,998	54,723	55,448
19	51,678	52,403	53,128	53,853	54,578	55,303	56,028
20	52,258	52,983	53,708	54,433	55,158	55,883	56,608
21	52,838	53,563	54,288	55,013	55,738	56,463	57,188

LOWER CAPE HAY REGIONAL SCHOOL DISTRICT  
Teachers Salary Schedule 1995/96

Page 2

22	53,418	54,143	54,868	55,593	56,318	57,043	57,768
23	53,998	54,723	55,448	56,173	56,898	57,623	58,348
24	54,578	55,303	56,028	56,753	57,478	58,203	58,928
25	55,158	55,883	56,608	57,333	58,058	58,783	59,508
26	55,738	56,463	57,188	57,913	58,638	59,363	60,088
27	56,318	57,043	57,768	58,493	59,218	59,943	60,668
28	56,898	57,623	58,348	59,073	59,798	60,523	61,248
29	57,478	58,203	58,928	59,653	60,378	61,103	61,828
30	58,058	58,783	59,508	60,233	60,958	61,683	62,408

High School			
Football, Boys and Girls Basketball and Wrestling:			
1-3	4-6	7+	
1993/94	1993/94	1993/94	Head Coach:
3,332.	3,549.	3,766.	
1994/95	3,726.	3,954.	
1995/96	3,726.	3,954.	
Assistant Coaches:			
1993/94	1993/94	1993/94	
1,943.	2,159.	2,376.	
1994/95	2,267.	2,495.	
1995/96	2,267.	2,495.	
Baseball, Softball, Boys Track and Girls Track:			
1-3	4-6	7+	
1993/94	1993/94	1993/94	Head Coach:
3,002.	3,218.	3,435.	
1994/95	3,379.	3,607.	
1995/96	3,379.	3,607.	
Assistant Coaches:			
1993/94	1993/94	1993/94	
1,775.	1,991.	2,208.	
1994/95	2,091.	2,318.	
1995/96	2,091.	2,318.	
Boys and Girls Tennis, Golf, Field Hockey, Soccer, Swimming, and Cross Country:			
1-3	4-6	7+	
1993/94	1993/94	1993/94	Head Coach:
2,552.	2,755.	2,960.	
1994/95	2,893.	3,108.	
1995/96	2,893.	3,108.	
Assistant Coaches:			
1993/94	1993/94	1993/94	
1,883.	2,086.	2,291.	
1994/95	2,190.	2,406.	
1995/96	2,190.	2,406.	
Athletic Trainer:			
1-3	4-6	7+	
1993/94	1993/94	1993/94	
5,635.	5,853.	6,069.	
1994/95	6,146.	6,372.	
1995/96	6,146.	6,372.	

**Schedule C Athletics  
Telleman School**

Head Coach:		Assistant Coaches:	
1993/94	1,499.	1993/94	904.
1994/95	1,574.	1994/95	949.
1995/96	1,574.	1995/96	949.
<b>1-3</b>		<b>1-3</b>	
1993/94	1,717.	1993/94	1,120.
1994/95	1,803.	1994/95	1,176.
1995/96	1,803.	1995/96	1,176.
<b>4-6</b>		<b>4-6</b>	
1993/94	1,932.	1993/94	1,337.
1994/95	2,029.	1994/95	1,404.
1995/96	2,029.	1995/96	1,404.
<b>7+</b>		<b>7+</b>	

**High School  
SURT CLUB:**

Head Cheerleading:		Assistant Cheerleading:	
1993/94	1,070.	1993/94	1,235.
1994/95	1,124.	1994/95	1,297.
1995/96	1,124.	1995/96	1,297.
<b>1-3</b>		<b>1-3</b>	
1993/94	1,271.	1993/94	1,435.
1994/95	1,335.	1994/95	1,507.
1995/96	1,335.	1995/96	1,507.
<b>4-6</b>		<b>4-6</b>	
1993/94	1,471.	1993/94	1,767.
1994/95	1,545.	1994/95	1,855.
1995/96	1,545.	1995/96	1,855.
<b>7+</b>		<b>7+</b>	
1993/94	1,542.	1993/94	1,944.
1994/95	1,619.	1994/95	2,041.
1995/96	1,619.	1995/96	2,041.
<b>1-3</b>		<b>1-3</b>	
1993/94	1,743.	1993/94	1,944.
1994/95	1,830.	1994/95	2,041.
1995/96	1,830.	1995/96	2,041.
<b>4-6</b>		<b>4-6</b>	
1993/94	1,944.	1993/94	1,944.
1994/95	2,041.	1994/95	2,041.
1995/96	2,041.	1995/96	2,041.
<b>7+</b>		<b>7+</b>	

Position	1-3	4-6	7+
<u>Marching Band:</u>	2,501	2,720	2,936
1993/94	2,501	2,720	2,936
1994/95	2,626	2,856	3,083
1995/96	2,626	2,856	3,083
<u>Marching Band Assistant:</u>	1,334	1,550	1,767
1993/94	1,334	1,550	1,767
1994/95	1,401	1,628	1,855
1995/96	1,401	1,628	1,855
<u>Jazz Band:</u>	1,084	1,301	1,518
1993/94	1,084	1,301	1,518
1994/95	1,138	1,366	1,594
1995/96	1,138	1,366	1,594
<u>Traveling Choir:</u>	835	1,052	1,267
1993/94	835	1,052	1,267
1994/95	877	1,105	1,330
1995/96	877	1,105	1,330
<u>Summer Band:</u>	1,999	2,217	2,433
1993/94	1,999	2,217	2,433
1994/95	2,099	2,328	2,555
1995/96	2,099	2,328	2,555
<u>Yearbooks:</u>	2,165	2,382	2,599
1993/94	2,165	2,382	2,599
1994/95	2,273	2,501	2,729
1995/96	2,273	2,501	2,729
<u>School Paper:</u>	1,624	1,841	2,057
1993/94	1,624	1,841	2,057
1994/95	1,705	1,933	2,160
1995/96	1,705	1,933	2,160
<u>School Play:</u>	2,501	2,720	2,936
1993/94	2,501	2,720	2,936
1994/95	2,626	2,856	3,083
1995/96	2,626	2,856	3,083
<u>Stage Crew Manager:</u>	1,416	1,634	1,849
1993/94	1,416	1,634	1,849
1994/95	1,487	1,716	1,941
1995/96	1,487	1,716	1,941
<u>Class Advisors (9-10):</u>	1,002	1,218	1,484
1993/94	1,002	1,218	1,484
1994/95	1,052	1,279	1,558
1995/96	1,052	1,279	1,558

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

Year	Class Advisor (11):	Class Advisor (12):	Yearbook Business Manager:	Literary Magazine:	National Honor Society:	Full Play Director:	School Stores:	Academic Advisor (Mock Trial/Academic Bowl/Future Problem Solvers):	Interscholar Coordinator:
1993/94	1,250.	1,466.	1,334.	668.	567.	1,156.	579.	3,332.	3,600.
1994/95	1,313.	1,539.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1995/96	1,313.	1,539.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1993/94	1,499.	1,717.	1,334.	668.	567.	1,156.	579.	3,332.	3,600.
1994/95	1,574.	1,803.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1995/96	1,574.	1,803.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1993/94	1,767.	1,932.	1,334.	668.	567.	1,156.	579.	3,332.	3,600.
1994/95	1,855.	2,029.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1995/96	1,855.	2,029.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1993/94	1,684.	1,932.	1,334.	668.	567.	1,156.	579.	3,332.	3,600.
1994/95	1,768.	2,029.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1995/96	1,768.	2,029.	1,401.	701.	595.	1,214.	608.	3,499.	3,780.
1993/94	3,871.	4,065.	3,332.	668.	567.	1,156.	579.	3,332.	3,600.
1994/95	4,065.	4,259.	3,499.	701.	595.	1,214.	608.	3,499.	3,780.
1995/96	4,065.	4,259.	3,499.	701.	595.	1,214.	608.	3,499.	3,780.

Telleman School

Position	1-3	4-6	7-8
<b>Band Director:</b>	1,156. 1,214. 1,214.	1,373. 1,442. 1,442.	1,589. 1,668. 1,688.
<b>Talent Show:</b>	835. 877. 877.	1,052. 1,105. 1,105.	1,267. 1,330. 1,330.
<b>Environmental Director:</b>	1,334. 1,401. 1,401.	1,550. 1,628. 1,628.	1,767. 1,855. 1,855.
<b>Environmental Assistant:</b>	669. 702. 702.	883. 927. 927.	1,101. 1,156. 1,156.
<b>Literary Magazine:</b>	669. 702. 702.	883. 927. 927.	1,101. 1,156. 1,156.
<b>Year Book:</b>	669. 702. 702.	883. 927. 927.	1,101. 1,156. 1,156.
<b>School Play:</b>	1,542. 1,619. 1,619.	1,759. 1,847. 1,847.	1,975. 2,074. 2,074.
<b>Student Council:</b>	1,334. 1,401. 1,401.	1,550. 1,628. 1,628.	1,767. 1,855. 1,855.
<b>School Paper:</b>	1,624. 1,705. 1,705.	1,841. 1,933. 1,933.	2,057. 2,160. 2,160.



Signature of Resignee

Signature of Witness

I certify that this Resignation was submitted to the Superintendent and executed on \_\_\_\_\_, 19\_\_\_\_. Before me \_\_\_\_\_ who witnessed same.

Signature of Resignee

**SUBJECT:** This letter is to serve as formal notice of my resignation as \_\_\_\_\_ from the Lower Cape May Regional School District effective \_\_\_\_\_, 19\_\_\_\_.

**TO:** Lower Cape May Regional Board of Education

**RESIGNATION**

**CAPE MAY, NEW JERSEY**

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**

GRIEVANCE FORM

SCHEDULE

Level of Grievance:

Level One

Aggrieved Party or Representative

Date of Submission

Building Principal

Level Two

Aggrieved Party or Representative

Date of Submission

Superintendent of Schools

Level Three

Aggrieved Party or Representative

Date of Submission

Board Secretary for the Board

Level Four: Notification of submission of grievance to Arbitration

Arbitration

Aggrieved Party or Representative

Date of Notification

Board Secretary for the Board

Notification of petition to submit grievance to Arbitration

Aggrieved Party or Representatives

Date Copy Received

Board Secretary for the Board

GRIEVANCE FORM

A. Statement of Grievance:

B. Time when, place where, events surrounding Grievance:

C. Basis of Grievance:

D. Redress:

E. Signature of Aggrieved Party:

