

PROFESSIONAL EMPLOYEES AGREEMENT

Between

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

And

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

For the school years  
July 1, 2005 – June 30, 2008

## **PREAMBLE**

This Agreement, entered into this first day of July, 2005 by and between the Board of Education of the Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board" and the Lower Cape May Regional Education Association, hereinafter called the "Association".

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

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

## **ARTICLE I**

### **RECOGNITION**

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

Classroom teachers, Nurses, Media Specialists, Reading Teachers, Co-Curricular Sponsors, Guidance Personnel, Department Leader, Department Liaisons, 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 hereinunder shall be deemed to be in addition to those provided elsewhere.

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

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

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

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

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

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

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meeting, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal (or sign in) upon arrival on the premises during school hours.
- C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.
- D. The Association has the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, all types of audio-visual equipment, computers, printers, and related equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within the Agreement.
- F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.
- G. All communications from June 15<sup>th</sup> to August 31<sup>st</sup> regarding this Agreement will be directed to the President of the Association by certified return receipt mail. The Association shall assume the cost of the mailings.
- H. If any employee represented by the Association does not become a member of the Association during any contract year (July 1 to June 30), he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members up to the maximum amount allowed by law (which is presently set at 85%).
1. During each membership year, the Association will submit to the Board or its representative a list of those employees who have not become members of the Association for the current year.

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

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

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

## **ARTICLE VII**

### **SCHOOL CALENDAR AND TEACHER WORK YEAR**

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 186 days which shall include 180 legal school days (except for new teachers who may be required to attend two (2) additional days of orientation), three (3) days of which shall be designated as snow days or emergency days and shall be eliminated for required attendance if not used for making up any days lost due to snow or other emergencies causing the closing of school.

1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

2. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.

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

1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board of Education, and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board of Education on or before December 1<sup>st</sup>, or as soon thereafter as a county school calendar is proposed.

2. For the length of this contract, the Thursday preceding the Easter vacation will be a half-day dismissal.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

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

B. Any teacher who performs homebound instruction will be compensated at \$29.00 per instructional hour which includes mileage. All non-homebound instruction will be at \$28.00 per hour for the entire length of the contract. Inbound homebound will be reimbursed at the following rates:

3 students	\$27.00
4 – 6 students	\$35.00
7+ students	\$45.00

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

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

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

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

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

E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

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

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

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

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

F. Teachers shall, in addition to their lunch period, have one period daily for preparation during which they shall not be assigned to any other duties.

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

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

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

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

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

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

## **ARTICLE IX**

### **NON-TEACHING DUTIES**

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

## ARTICLE X

### TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her appropriate step on the salary guide and advance accordingly from year to year.
- B. Teachers 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 May 15<sup>th</sup>.
- 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. Paydays 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 payday in June. This must be an annual commitment.

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

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:

D. Bachelor Plus Classification

1. Effective July 1, 1977, for a teacher to be eligible for a classification over that of a Bachelors Degree or for any teacher to change a salary classification in effect as of June 30, 1977, education credits earned shall be earned subject to terms, conditions, and limitations as follows:

- a. Each credit earned must be a graduate credit earned from an accredited institution.
- b. Each credit shall be earned in one or more of the areas as follows:
  - (1). In the subject matter for which the teacher has been retained by the Board;
  - (2). In the area of education
  - (3). In the area of education administration
  - (4) In the area of education guidance
- c. The teacher shall receive a minimum "B" grade for each credit toward the Bachelor Plus classification.
- d. No credit shall be earned by the teacher for courses taken outside the areas enumerated in Paragraph 1-b hereinabove without the prior written consent of the Superintendent.

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

## **ARTICLE XII**

### **TEACHER ASSIGNMENT**

- A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year at the discretion of the Administrator and no later than ten (10) days before the beginning of school, except in an emergency.
2. The Superintendent shall notify all newly appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
3. Teachers shall regularly participate in curricular development individually and in committee, to provide an on-going education program to serve the needs of the students in the school district.
4. Teachers shall seek supervisory assistance when needed and accept supervision as provided by the school system.
- B. The requirements as set forth in Article VIII, Paragraphs E-1 and J, shall be limited to that which is reasonable and necessary for the full, complete and effective implementation and performance by the teacher of the teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Constitution of the United States.

## **ARTICLE XIII**

### **TEACHER EVALUATION**

- A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
2. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one (1) week of said evaluation, an evaluation report shall be prepared and presented to the teacher. At such time, the teacher shall have an opportunity to conference the report with the evaluator. No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
- B. 1. A teacher shall have the right, upon request, to review his personnel file at least once a year and to receive one copy at Board expense of any material contained therein in the event of a Board's hearing or dispute; otherwise a copy shall be at the teacher's expense. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the teacher a duplicate of said answer, which duplicate shall be supplied by the teacher.
3. The Board will not establish any personnel file which is not available for the teacher's inspection.
4. Effective July 1, 1979, each teacher shall be afforded the opportunity to sign each correspondence prior to its inclusion in his her/personnel file.
5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.
- C. 1. Prior to any evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

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

- a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports or observations, and of discussions with any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1). Strengths of the teacher as evidenced during the period since the previous report;
  - (2). Weaknesses of the teacher as evidenced during the period since the previous report;
  - (3). Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated
- d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.
- e. Tenure teachers shall be evaluated no less frequently than once each school year.

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

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

## ARTICLE XIV

### LEAVES OF ABSENCE

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

Any teaching staff member that does not use any part of 10 sick days or three personal days during the 186 day year calendar will receive a sum of \$600. by June 30<sup>th</sup> of the contracted year.

Any teaching staff member that does not use any part of 10 sick days during the 186 day year calendar and excluding personal days will receive a sum of \$400. by June 30<sup>th</sup> of the contracted year.

As of July 1, 1996, anyone using a critical illness day(s) will not be eligible for the attendance bonus.

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

Persons who miss school, utilizing sick leave, but feel such was due to an on the job injury, but who do not receive workmen's compensation, shall not be eligible for the attendance bonus unless so approved by the Superintendent, in his sole discretion, whose decision shall be binding and non-grievable. Persons out of work due to workmen's compensation, but who otherwise fulfill the requirements for perfect attendance mentioned above, shall receive a pro-rated share of the bonus, based upon a 183-day school year. As an example, an employee on workmen's compensation for 45 days would receive 75.4% (138 divided by 183) of the appropriate bonus.

Any teaching staff member with 17 years service in the district, who has in excess of 100 accumulated sick days, may sell back up to 10 days annually at \$90. per day. Application is to be made on June 15, made payable by June 30<sup>th</sup>.

B. Other Leaves

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

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

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

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

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

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

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

5. Teachers may request and be granted one (1) travel day immediately preceding or immediately following a vacation or holiday period subject to the following conditions:

a. No more than five staff members will receive this leave in any one school year.

b. If more than five people request this leave by October 1<sup>st</sup> of a school year, a lottery will be used to choose those to receive the leave.

c. An individual teacher may use this option only one time every three years.

d. The use of this day will result in the loss of one personal day. If no personal days remain, a teacher may not use this day.

e. No use of a personal day may precede or follow a travel day.

f. The first and last days of school may not be used as a travel day.

g. If a sick day precedes or follows a travel day, a physician's note will be required.

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

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

8. No more than 5% of the staff may receive the same day off for personal leave. In cases where the last person(s) making the request have reached the 5% limitation, seniority within the system will be used to determine who will be granted the leave. In the event the 5% limitation is reached and someone requests an emergency personal day, the specific reason for such leave must be stated. The Superintendent has the discretion in those cases to approve or disapprove the leave requests. The Superintendent's decision will be binding and not grievable under Article III of the Board/Association agreement.

9. Critical Illness and Bereavement Leave

a. Critical Illness defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician, for members of the employee's immediate family defined as spouse, children, mother, father, sister, brother, grandchildren and grandparents shall constitute an excused absence of up to 5 days per occurrence. Critical illness of in-laws shall constitute up to 5 days leave per year. In the event of more than one in-law being critically ill, employees may request additional time, which is subject to denial by the Superintendent in accordance with the needs of the school system. The Superintendent's decision shall be non-arbitrable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Sick Leave Due to Pregnancy

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

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

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

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

E. Child Rearing Leave

1. Child care leaves are available only to tenured teachers, except as prescribed by law.
2. Such leave of absence may be for one-half school year or one full year at the request of the teacher and the approval of the Board. Extensions will only be granted at the complete discretion of the Board.
3. To avoid unnecessary interruptions, childcare leave shall conclude at the end of the marking period following the leave. Application for such leave shall be governed by Section E-4.
4. A teacher desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the teacher's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the teacher is informed of the custody date.
5. To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a teacher must work at least 90 days in the school year that the leave commences or terminates. A teacher utilizing accumulated sick leave prior to an unpaid child rearing leave shall be considered as working for purposes of the article.
6. A teacher on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as required by statute.
7. To be eligible for a new child care leave, a teacher must have been actively employed in the district for the full academic year prior to the requested leave.

## **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 1/200<sup>th</sup> of his or her appropriate classification at Step 1 pro-rated for the period of his or her service. Long-term replacement teachers are not entitled to any contractual benefits.

## **ARTICLE XVI**

### **PROTECTION OF TEACHERS**

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

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

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

## **ARTICLE XVII**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

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

B. However, if in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him/her to the next higher authority. If a student is sent out he/she will be kept out from class for a full period only (for 1 period), after which he/she may be sent back to class as determined by the Principal, Assistant Principal or his/her designee.

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

## ARTICLE XVIII

### INSURANCE PROTECTION

A. The Board will assume the cost of coverage as set forth in the New Jersey State Health Benefits Program, which includes the prescription benefit, or its equivalent, for the entire family. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.

Any employee electing insurance protection that is not NJ Plus will receive \$150. of fringe bank payment.

B. Fringe Bank

\$900. 2005/06

\$900. 2006/07

\$925. 2007/08

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 give 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.

5. A committee will be formed to review a possible 125 (c) plan or such alternative, the cost of which will not exceed the amounts above.

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

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

C. In the event that the Board provides insurance through a carrier other than the State Health Benefits Program, the Board guarantees that the coverage provided will be identical to the 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.

Both parties understand that if the Board switches carriers during the term of the contract then the 1996/97 health benefits language becomes controlling.

## **ARTICLE XIX**

### **PERSONAL AND ACADEMIC FREEDOM**

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

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

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

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

## **ARTICLE XX**

### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

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<sup>st</sup> next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any liability therefrom.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.
- D. 1. Whenever a teaching, 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 Association, said Notice stating that such a vacancy exists.
2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this system. All qualified staff members making application for said vacancy shall be given due consideration.
- E. For the purpose of binding the Board, notwithstanding the provisions of Article XXII, Paragraph D, a 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.

**ARTICLE XXIII**

**DEDUCTION FROM SALARY**

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

Lower Cape May Regional Education Association \_\_\_\_\_

Cape May County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

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

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

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

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

## **ARTICLE XXIV**

### **PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT**

Any teacher either in their first or second year of teaching may take 3 credits a year and receive reimbursement during a contract year (July 1st to June 30<sup>th</sup>) upon taking graduate credits at an accredited college or university in the areas of their current teaching assignment or towards a degree program or upon approval by the Superintendent. If a teaching staff member leaves the district voluntarily in their first or second year they shall be responsible to reimburse the Board prior to their leaving the amount paid by the District. In the third year and thereafter, a teaching staff member shall receive reimbursement for up to 6 credits a year. Reimbursement will be made up to a maximum of the Rowan University rate at the time of enrollment in the course (not including parking fees).

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

Effective September 2000, all active teaching staff members whose positions required possession of the instruction or educational series licenses in accordance with N.J.A.C. 6:11-8 and 10 and/or any other adopted State Board of Education requirements shall be required to complete 100 clock hours of state approved continuing professional development and/or in-service every five years. The initial five-year period shall extend from September 2000 to June 2005 in accordance with the adopted code.

Since these requirements are based on the changes in the Administrative Code and are necessary for the continuance of professional certification, continuing education units shall be subject to change in accordance with the new law and recommendations of the district Professional Development Committee as stated below.

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

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

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

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

## **ARTICLE XXV**

### **SICK LEAVE REIMBURSEMENT**

Teachers who retire from the District and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave at the rate of 38% of his/her per diem (calculated at 1/200<sup>th</sup> 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<sup>th</sup> of each year.

The estate of any employee with 18 years of service in the District who becomes deceased during the term of his/her employment shall be entitled to 25% of value of accumulated sick leave.

## ARTICLE XXVI

### SUMMER WORK

Teachers employed after the end of the teacher work year shall be paid at their per diem rate up to a maximum of nine steps depending upon their classification and step on the guide, based upon the July 1, 2002 salary guide, and upon the July 1, 2003 salary guide for the second year and upon the July 1, 2004 salary guide for the third year of the contract.

#### Examples:

- a. A staff member at BA step 3 would receive 1/200<sup>th</sup> of BA step 3, or \$35,846.
- b. A staff member at MA+30, step 12 would receive 1/200<sup>th</sup> of MA+30, Step 9, or \$48,187.

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

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

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

Summer work – staff development training, including meetings, will be paid at the rate of \$28.00 per hour.

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

**ARTICLE XXVII**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008 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.

LOWER CAPE MAY REGIONAL  
EDUCATION ASSOCIATION

LOWER CAPE MAY REGIONAL  
BOARD OF EDUCATION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE

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

Any Liaison who teaches a 6<sup>th</sup> period shall be paid \$3,400. for the term of this contract.

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



**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**

**CAPE MAY, NEW JERSEY**

**RESIGNATION**

TO: Lower Cape May Regional Board of Education

SUBJECT:

This letter is to serve as formal notice of my resignation

as \_\_\_\_\_

from the Lower Cape May Regional School District, effective:

\_\_\_\_\_

\_\_\_\_\_

Signature of Resignee

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

\_\_\_\_\_ before me \_\_\_\_\_

who witnessed same.

\_\_\_\_\_  
Signature of Resignee

\_\_\_\_\_  
Signature of witness

**SCHEDULE E**  
**GRIEVANCE FORM**

Level of Grievance:

**Level One:** \_\_\_\_\_  
Aggrieved Party or Representative  
Date of Submission  
\_\_\_\_\_  
Building Principal

**Level Two:** \_\_\_\_\_  
Aggrieved Party or Representative  
Date of Submission  
\_\_\_\_\_  
Superintendent of Schools

**Level Three:** \_\_\_\_\_  
Aggrieved Party or Representative  
Date of Submission  
\_\_\_\_\_  
Secretary to the Board of Education

**Level Four:** Notification of submission of grievance to Arbitration  
\_\_\_\_\_  
Aggrieved Party of Representative  
Date of Notification  
\_\_\_\_\_  
Secretary to the Board of Education

Notification of petition to submit grievance to Arbitration:  
\_\_\_\_\_  
Aggrieved Party or Representatives  
Date Copy Received  
\_\_\_\_\_  
Secretary to the Board of Education



