

Contract no. 1021

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INSTITUTE OF MANAGEMENT

JUN 30 1992

RUTGERS UNIVERSITY

AGREEMENT

between the

WILDWOOD BOARD OF EDUCATION

and the

WILDWOOD ADMINISTRATORS' ASSOCIATION

1987-88 TO 1989-90

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THE BOARD HAS AN OBLIGATION PURSUANT TO CHAPTER 123, PUBLIC LAWS OF 1975, TO NEGOTIATE WITH THE ASSOCIATION AS THE REPRESENTATIVE OF THE EMPLOYEES HEREINAFTER DESIGNATED WITH RESPECT TO TERMS AND CONDITIONS OF EMPLOYMENT, IT IS AGREED BY THE PARTIES THAT:

WHEREAS, THE BOARD HAS AN OBLIGATION PURSUANT TO CHAPTER 123, PUBLIC LAWS OF 1975, TO NEGOTIATE WITH THE ASSOCIATION AS THE REPRESENTATIVE OF THE EMPLOYEES HEREINAFTER DESIGNATED WITH RESPECT TO TERMS AND CONDITIONS OF EMPLOYMENT, IT IS AGREED BY THE PARTIES THAT:

PREAMBLE

Whereas, the Board has an obligation pursuant to Chapter 123, Public Laws of 1975, to negotiate with the association as the representative of the employees hereinafter designated with respect to terms and conditions of employment, it is agreed by the parties that:

I.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified administrative personnel consisting of principals and vice-principals, guidance director, and special programs coordinator/evening school director, and child study team director, whether under contract or on leave.
- B. Unless otherwise indicated the term "administrator", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

II.

ARTICLE II

SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and condition of administrators' employment. Such negotiations shall begin not later than October 1st of the final school year in which the existing contract is in effect. Any agreement so negotiated shall apply to all administrators, be reduced to writing, and, if ratified by the Board and the Association, be signed by the Board and Association.
- B. Neither party in any negotiations shall have control over selection of the negotiating representatives of the other party.

III.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition - A grievance is a claim by an administrator or representative of an administrator of a violation, misinterpretation or an inequitable application of Board policy, this agreement, or decisions affecting the administrator. To be considered under this procedure a grievance will be initiated within thirty (30) calendar days from the time when the administrator knew or should have known of this occurrence.
- B. Procedure-
1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. It is agreed that administrators shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully resolved under the terms of this section.
 2. Any administrator who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
 3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator within ten (10) school days, he shall set forth his grievance in writing to the superior specifying:
 - a. The nature of the grievance and redress desired.
 - b. The nature and extent of the injury or loss.
 - c. The results of previous discussions.
 - d. His dissatisfaction with decisions previously rendered.

The superior shall communicate his decision in writing within ten (10) school days of receipt of the written grievance.

4. The Administrator grievant, no later than ten (10) school days after receipt of the decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the superior as specified above and his/her or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. During which the Superintendent is at work. The Superintendent shall communicate his decision in writing to the aggrieved and his immediate superior.
5. If the grievance is not resolved to the administrator's satisfaction, he, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the Administrator and render a decision in writing within forty-five calendar days of receipt of the grievance by the Board. Notification of the Board's intent to have or not have a hearing shall be given within thirty (30) days of the date of receipt.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and the aggrieved wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
 - a. Any matter for which a method of review is prescribed by any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - b. A complaint by any certified personnel occasioned by lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
7. a. The following procedure will be used to secure the services of an arbitrator:
 - (1) A joint request will be made to the Public Employment Relations Commission to submit a

roster of persons qualified to function as an arbitrator, in the dispute in question.

- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator for the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- (4) Any other arbitrator may be selected by agreement of the Board and the aggrieved.

b. The arbitrator shall follow the following procedure:

- (1) The arbitrator shall be limited to the issue submitted and consider nothing else.
- (2) The arbitrator shall be bound by the parameters of the grievance definition contained herein.
- (3) The arbitrator shall be bound by the terms and conditions of this agreement.
- (4) The decision of the arbitrator shall be final and binding upon the parties.
- (5) The costs of the services of the arbitrator shall be borne equally by the Board and the Association. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

c. Rights to representation:

- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at their option, by a representative selected or approved by the Association.
- (2) When an administrator is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent and any

later level, be notified that the grievance is in process, have the right to be present and present its position in writing to all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of all written decisions made in response to a written grievance shall be given to the Association in a reasonable time.

- d. The parties shall be responsible for all costs incurred by each and only fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

IV.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property with the prior permission of and in the sole discretion of the Superintendent of schools, provided that this shall not interfere with nor interrupt normal school operations.
- B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with the permission of the Superintendent of Schools. The Superintendent shall be notified in advance of the time and place of all such meetings. The Superintendent may not withhold approval for use of the building except for good reason.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators and to no other organizations.

V.

ARTICLE V:

SCHOOL CALENDAR

- A. Twelve (12) month administrators will be granted twenty-three (23) days vacation with pay with the option of taking up to (5) days during the school year with prior approval of the Superintendent Schools. Additional vacation days may be utilized during the school year with the express written permission the Superintendent, whose decision shall not be arbitrable under the provision of Article III of this contract. The Superintendent shall arrange a schedule so that at least one administrator is on duty at all times.
- B. Prior to the submission of his recommendation on the school calendar to the Board, the Superintendent will consult with the Association to receive its recommendation.
- C. The administration shall work all of the Board approved calendar days.
- D. Five (5) vacation days may be carried into the next school year. An additional five (5) unused vacation days may be cashed out annually. All other vacation days must be utilized by June 30 of the year in question, or they shall be forfeited.

VI.

ARTICLE VI

HOURS AND LOAD

- A. The normal in-school work day shall consist of not less than seven and one-half (7-1/2) hours, which shall include lunch.
- B. The notice of an agenda for any meetings shall be given to the administrators involved at least three working days prior to the meeting, except in emergency. Administrators shall have the opportunity to suggest items for the agenda.
- C. Administrators shall not be used as a substitute except in a rare emergency.
- D. Administrators shall not be required to drive students to any activities which take place away from the school building, except in cases of emergency.
- E. Administrators using their own cars for transportation on school business, including attendance at professional conferences where attendance is approved by the Board or the Superintendent, shall be compensated at the rate of mileage established by the Board of Education.
- F. Administrators may leave at 3:30 p.m. on Fridays and the day before a holiday with the understanding that the building must be secured when they leave.
- G. Summer hours for administrators will be from 8:30 a.m. to 3:00 p.m. from the closing of school in June, but in no event later than July 1, until the school opening in September, with an uninterrupted lunch.
- H. EMPLOYMENT:
 - 1. Administrators with previous experience in the Wildwood School System shall, upon returning to the system from military experience, receive credit according to law.
 - 2. Administrators shall be notified of their contract and salary status for the ensuing year according to law.
 - 3. Non-tenured administrators' contracts shall contain provisions by which either the administrator or the Board may terminate the contract in sixty (60) days notice to the other party or sooner if mutually agreed between the administrator and the Board.

VII.

ARTICLE VII

PROFESSIONAL STAFF VACANCIES

- A. Whenever a professional staff vacancy occurs or when a new position is created, a notice shall be posted in each building for a minimum of thirty (30) calendar days stating that the vacancy exists. Administrators interested in being considered for any posted professional staff vacancy shall file a written request with the Superintendent.
- B. Notice of appointments to positions shall be posted as soon as practical after the appointments are made.
- C. Nothing herein contained in this Article shall be deemed to preclude the Board from filling any professional staff vacancy with persons not presently employed in the system.

VIII.

ARTICLE VIII

SALARIES

Both parties agree that the employees covered by this agreement shall be paid the following salaries during the following years:

<u>EMPLOYEES</u>	<u>1987/1988</u>	<u>1988/1989</u>	<u>1989/1990</u>
Ernest Harper	\$48,000.00	\$54,000.00	\$58,000.00
Dennis Anderson	\$43,000.00	\$48,000.00	\$52,000.00
Samuel Stubbs	\$34,000.00	N/A	N/A
Frank J. Caterini	\$43,000.00	\$47,000.00	\$50,000.00
Wayne Newell	\$37,000.00	\$41,000.00	\$44,000.00
Kenneth Basche	\$34,000.00	\$38,000.00	\$41,000.00

IX.

ARTICLE IX

EVALUATION

- A. 1. All observations and evaluations of work performance shall be with the full knowledge of the administrator.
 - 2. All observations and evaluations of administrators shall be done by full time, certified administrative personnel.
 - 3. a. Administrators shall receive and sign a copy of any evaluation report.
b. The signature will indicate only knowledge of the contents of the report, not agreement with the contents.
c. If after receiving the evaluation report the administrator requests a conference with the evaluator, such conference will take place within five (5) school days of the request.
 - 4. Non-tenured administrators shall receive at least two evaluation reports per year according to law.
- B. Material which is derogatory to an administrator's conduct, service, or character may not be placed in the personnel file unless the administrator has had an opportunity to review the material. He shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed. Such signature will indicate knowledge only and in no way indicates agreement with the contents thereof. He shall also have the right 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.

X.

ARTICLE X

SICK LEAVE

- A. Each administrator shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year whether or not they report on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Terminal leave - Upon retirement each administrator with 15 years experience in the district shall receive \$15.00 for each day of unused sick leave to a maximum of 150 days.
- C. Unused Personal Days as set forth in Article XI.A, infra, may be converted to Sick Leave Days and accumulated, provided, however, that not more than fifteen (15) days, including converted Personal Days may be accumulated in any one year, as allowed by law.

XI.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

1. Up to four (4) days for legal, family or personal business which shall be approved by the Superintendent. Personal leaves will not be granted three (3) days before or three (3) days after a holiday period or three (3) days after or three (3) days before the opening of school for the year, except with the written permission of the Superintendent upon a showing of extraordinary need. The Superintendent shall have sole discretion to grant or deny said personal leave with in three (3) days before or after a holiday period of the opening of the school year, and the Superintendent's decision shall not be subject to binding arbitration pursuant to Article III.B.6 of this Agreement. Written request shall be filed with the Superintendent of schools at least three (3) days in advance, except in emergencies. Such requests shall state the reason and also that such business cannot be transacted at times other than during school hours.
2. Up to three (3) days per school year may be granted by the Superintendent of Schools because of illness in the Administrator's immediate family. Immediate family shall be interpreted as provided in Paragraph 3 below. Additionally, the Superintendent of Schools may grant the Administrator a right to utilize accumulated sick leave in the event of the catastrophic illness of a spouse, parent or child.
3. An employee shall be allowed a maximum of five (5) school days absence without reduction because of death within the immediate family. Immediate family shall be interpreted as husband, wife, father, mother, child, brother, sister, or other person making his home with the administrator's family. In case of death of a relative of the second degree, absence of two full days may be allowed with pay. Second degree relative shall be interpreted as uncle, aunt, grandparent, nephew, niece, cousin, mother and father-in-law.
4. In case of absence from school by reason of subpoena by court, no deduction in salary shall be made for such absence.

5. Up to five (5) days for the purpose of marriage and honeymoon, two (2) days of which will be considered personal leave with no deduction and the remaining days to be with full deduction.
6. Administrators, with the approval of the Superintendent of Schools, may visit schools other than their own during school hours, or be granted other leaves of absence for approved professional reasons without loss of salary. All requests for visitations, however, are to be made to the Superintendent by submitting a request in writing in advance.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A. A sabbatical leave of absence shall be for the purpose of professional improvement which will benefit the school system. An administrator who has been employed in the Wildwood Public Schools for seven years or more of continuous full-time service may be granted a leave of absence for one school year for study or travel.
1. Study shall mean full-time study involving course work of at least twelve credit hours per semester or nine credits per trimester at graduate level. Comparable programs of study authorized by scholarly foundations or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the administrator's background, this may be included up to a maximum of six credits per semester. Under the conditions of study program, evidence of successful completion of the program must be submitted to the Superintendent.
 2. Travel shall mean a visitation program within the United States or abroad for the purpose of studying other environments or cultures.
- B. In the event of failure to successfully complete any part of all the program, it will be incumbent on the employees to complete the same equivalent courses on his own time at his own expenses within one year. If failure to complete the program results from long term illness, the employee will not be required to complete the program and may choose to use his accumulated sick leave, provided illness is of two months or more duration and physician's certificate is presented to the Secretary of the Board of Education.
- C. The salary granted to an administrator on sabbatical leave shall be 50% of the salary to which he would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be 25% of that salary to which he would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions as may be required by law or authorized by the administrator. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.

- D. As a condition to such leave, the administrator shall enter into a contract to continue in the service of Wildwood Public School for a period of at least two years after expiration of the leave of absence. Failing to so continue in service, the administrator shall repay to the Wildwood Board of Education the amount equal to the sum paid the administrator while he was on sabbatical leave, unless the administrator is incapacitated or has been discharged or if the administrator is relieved of such obligations upon recommendation of the Superintendent and approval of the Board.
- E. Applications for such leave shall be made to the Superintendent's office prior to February 15 preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by the office. Immediately after February 15, the Superintendent will forward all such applications to the appropriate committee of the Board of Education.
- F. Not more than one sabbatical leave shall be granted in any year, and it is understood that the Board has the right to deny the sabbatical leave privilege to all applications in any given year so long as the denial is consistent with the procedures delineated in this article. Upon denial, the reasons for such denial shall be provided in writing to the applicant.
- G. The successful applicant receiving the sabbatical leave shall submit to the Board written verification of his acceptance as a candidate in the graduate program of study at a properly accredited institution of learning by May 1. Failure to submit said verification shall result in automatic revocation of the sabbatical privilege. The Board may, at its sole discretion, extend the May 1 deadline.
- H. Disruptive effect on the school program, past performance of the candidate, and the degree to benefit the school will realize from the candidate's sabbatical experience will be factors influencing the Board's final decision, to be presented no later than April 5th.
- I. Courses taken while on sabbatical leave shall not be reimbursable as per Article XIII.
- J. Upon completion of the sabbatical leave a written report to the Superintendent of Schools and an oral report to the Board shall be made within a period of thirty days after return to service. Upon return from sabbatical leave, an administrator shall receive one year's experience credit on the current salary guide for his year on leave. The administrator will be entitled to return to the position he left. (All benefits to which an administrator was entitled at the time his leave commenced, including unused accumulated sick leave, shall be

restored to him upon his/her return.) It is expressly agreed that no sick leave shall be accumulated by the administrator on sabbatical during his year on leave.

K. Notwithstanding anything contained herein, any determination of the Board of Education with regard to sabbaticals for administrators shall be non-arbitrable.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of registration fees and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions approved by the Superintendent. The Board further agrees to pay reasonable expenses as follows:
1. Mileage in accordance with Board policy.
 2. Overnight lodgings with prior approval of the Superintendent of Schools.
 3. On day trips, the cost of lunch, or other meals which mealtimes arise in the course of the trip, with the prior approval of the Superintendent of Schools.
 4. On overnight trips, an equitable pro-rated allowance of \$40.00 for all meals for each twenty four hour period, to be paid to the administrator on a flat rate basis as a per diem allowance for expenses incurred, without any additional account for actual expenses paid out being provided.
- B. The Board of Education through the Superintendent of Schools, may, at various times of the year, schedule seminars, in-service workshops, and professional improvement meetings. These programs will be scheduled to meet the needs and the interests of the professional staff. Therefore, the Board of Education fully expects all administrative staff members to participate in these professional improvement sessions, when scheduled.
- C. The Board agrees to reimburse the administrators for the full cost of all graduate study tuition at an accredited college or university. The maximum rate is based on the State College level, unless the particular offerings are not available at the State College. The following criteria must be met:
1. All course work requires prior approval of the Superintendent of Schools.
 2. Courses taken for initial certification are not reimbursable.
 3. The total registration/tuition costs shall be reimbursed to the administrator upon presentation of an official

transcript and a grade of C or better, up to twelve (12) credits annually.

- B. The Special Programs Coordinator/Director of the Evening Activities Program shall be entitled to attend at least one convention or conference of his/her choice, and related to continuing education annually, at the expense of the Evening Program, if funds are available.
- E. Each administrator shall be entitled to attend a minimum of one national convention, seminar, conference, or other professional activity of his/her own choice annually, at Board expense, with prior approval of the Superintendent of School, whose decision shall be non-arbitrable under the provisions of Article III of this agreement.

XIV.

ARTICLE XIV

HEALTH INSURANCE

- A. Health benefits provided for administrators shall be identical to all coverages provided for the teaching staff.

XV.

ARTICLE XV

DEDUCTION FROM SALARY

The Board agrees that it will make such deductions as authorized in compliance with the provisions of Chapter 310, Public Laws, 1967, and under rules established by the New Jersey Department of Education.

XVI.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This agreement represents the complete understanding between the parties, and during the term of this Agreement, that neither party shall be required to reopen negotiations.
- B. 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 in writing to the following addresses:
 - 1. If by the Association to the Board - at the office of the Board Secretary, Wildwood High School, Wildwood, New Jersey 08260.
 - 2. If by the Board to the Association - at the school of the member who has been designated representative. Written notification of the appropriate school will be submitted to the Board of Education at the beginning of the school year.
- C. One final typed copy of the agreed upon contract will be provided for each administrator by the Board.

XVII.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective from July 1, 1987 to June 30, 1990. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Hildwood

Memorandum of Agreement

The parties agree as follows:

Salary: 7/1/90 4500 per year employee
7/1/91 5000 per employee
7/1/92 4000 per employee

These increases are retroactive.

② Sick leave buy back shall read the same as the Veschee contract.

③ Meal allowance Art XIII A, 4 shall read:
"\$40 shall be increased to \$50."

④ Art XIV, F shall read as follows:

"All memberships may be
expedited at the discretion of
the superintendent."

