

AGREEMENT

Between

BOARD OF EDUCATION

of the

CITY OF NORTH WILDWOOD, NEW JERSEY

and the

NORTH WILDWOOD EDUCATION ASSOCIATION

July 1, 2002 - June 30, 2005

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|-----------------------|--|--------------------|
| | PREAMBLE..... | 3 |
| I. | RECOGNITION..... | 4 |
| II. | NEGOTIATION PROCEDURE..... | 5 |
| III. | GRIEVANCE PROCEDURE..... | 6 |
| IV. | EMPLOYEE RIGHTS..... | 11 |
| V. | ASSOCIATION RIGHTS & PRIVILEGES..... | 15 |
| VI. | EMPLOYEE WORK YEAR..... | 16 |
| VII. | TEACHING HOURS & TEACHING LOAD..... | 19 |
| VIII. | TEACHER EMPLOYMENT..... | 22 |
| IX. | SALARIES..... | 23 |
| X. | TEACHER ASSIGNMENTS..... | 25 |
| XI. | VOLUNTARY ASSIGNMENTS..... | 26 |
| XII. | INVOLUNTARY REASSIGNMENTS..... | 27 |
| XIII. | PROMOTIONS..... | 28 |
| XIV. | TEACHER EVALUATION..... | 29 |
| XV. | TEACHERS FACILITIES..... | 31 |
| XVI. | ASSOCIATION-ADMINISTRATION COMMUNICATION..... | 32 |
| XVII. | COMPREHENSIVE SELF-STUDY & EVALUATION PROGRAM..... | 33 |
| XVIII. | SICK LEAVE..... | 34 |
| XIX. | TEMPORARY LEAVES OF ABSENCE..... | 35 |
| XX. | EXTENDED LEAVES OF ABSENCE..... | 38 |
| XXI. | PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT..... | 41 |
| XXII. | MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE..... | 43 |
| XXIII. | INSURANCE PROTECTION..... | 44 |
| XXIV. | BOOKS & OTHER INSTRUCTIONAL MATERIALS & SUPPLIES..... | 45 |
| XXV. | DEDUCTION FROM SALARY..... | 46 |
| XXVI. | REIMBURSEMENT FOR UNUSED SICK LEAVE..... | 47 |
| XXVII. | MISCELLANEOUS..... | 48 |
| XXVIII. | REPRESENTATION FEE..... | 50 |
| XXIX. | DURATION OF AGREEMENT..... | 52 |
| | SCHEDULE A..... | 53 |
| | SCHEDULE B..... | 54 |
| | SCHEDULE C..... | 55 |
| | SCHEDULE D..... | 56 |
| | SCHEDULE E..... | 57 |
| | SCHEDULE F..... | 58 |
| | SCHEDULE G..... | 59 |

PREAMBLE

THIS AGREEMENT entered into this First day of July, 2002, by and between the Board of Education of the City of North Wildwood, New Jersey, hereinafter called the “Board”, and the North Wildwood Education Association, hereinafter called the “Association”.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the North Wildwood School District is their mutual aim and that the character of such education depends predominantly upon the guidance and wisdom of the administration and the quality and morals of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, 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 negotiations concerning grievances and terms and conditions of employment for the following employees
 - 1. Full-time professional and certified personnel (teachers and nurses).
 - 2. Full-time custodial employees.
 - 3. Full-time clerical employees. Excluding all aides, part-time employees, supervisors (including the head custodian), managerial executives, confidential employees and administrative employees.

- B. Reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with 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. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, secretaries and custodians, as may be applicable, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

- B. The Board agrees to inform the Association, within five (5) days of notification, of the availability of state and/or federal funds, and to consult with the Association concerning the most beneficial implementation of these funds in the North Wildwood School District. It is understood by the Association that final determination in the expenditure of these funds shall rest with the Board.

- C. 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. Definitions

A “grievance” is a dispute or difference between the Board and the Association, or the employees represented by the Association, which affects the terms and conditions of employment of an employee or group of employees with respect to the interpretation, application or violation or policies of this Agreement or administrative decisions. Matters which are not within this definition and matters for which a statutory remedy is provided, including the Board’s failure to retain a non-tenure teacher, shall not be a grievance as that term is used in this Agreement.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

3. Level One

A teacher with a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Any teacher or teachers having a grievance, or the Association, must institute the proceedings at this level within twenty-one (21) days after the teacher, teachers or the Association knew or should have known of the grievance.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR and R Committee), within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Superintendent of Schools.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent or whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance for review by the Board of Education. The Board shall review the case; shall hold a hearing with the employee, if requested by the employee; and shall render a decision in writing within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Superintendent, and the Chairman of the PR & R Committee.

6. Level Four

- a. A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to arbitration within ten (10) school days.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R committee shall proceed to select an arbitrator in accordance with the rules of the American Arbitration Association. The conduct of the arbitration shall be in accordance with the rules and procedures of the American Arbitration Association.

- c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. 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 the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D Rights of Teachers to Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, or any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. the PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph six (6) of this Article.
3. All teachers, including a teacher who has filed a grievance under this Agreement, shall continue to work in accordance with the directions of the Superintendent, notwithstanding that grievances may be pending.
4. 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.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

F. The same terms and conditions of the teachers' Grievance Procedure shall apply to the Custodial and Clerical employees with the following exceptions:

1. The arbitration step referred to in the teachers' Grievance procedure shall not be binding, but rather shall be advisory only, until the Custodial or Clerical employee has completed five (5) years of continuous employment in the North Wildwood School District.
2. Therefore, on the first (1st) day of the sixth (6 th) year of continuous employment in the North Wildwood School District, a Custodial or Clerical employee shall receive the same terms and conditions of the teachers' Grievance Procedure, including binding arbitration.

ARTICLE IV

EMPLOYEE RIGHTS

- A. In accordance with existing laws, 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 the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of the New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in the Association and its affiliates, his participation in any activities of the Association to its affiliates, collective negotiations with the Board, or his 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 employee such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Subject to law, no employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage 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. 1. When any non-tenure employee is directed to appear before the Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee 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 a 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. Any suspension of an employee shall be with pay until formal charges are preferred by the Board.

2. Any charge made against any employee of a Board of Education under tenure during good behavior and efficiency shall be filed with the secretary of the Board in writing, and a written statement of evidence under oath to support such charge shall be presented to the Board. The Board of Education shall forthwith provide such employee with a copy of the charge, a copy of the statement of the evidence and an opportunity to submit a written statement of position and a written statement of evidence under oath with respect thereto. After consideration of the charge, statement of position and statements of evidence presented to it, the Board shall determine by majority vote of its full membership whether there is probable cause to credit the evidence in support of the charge and whether such charge, if credited, is sufficient to warrant a dismissal or reduction of salary. The Board of Education shall forthwith notify the employee against whom the charge has been made of its determination, personally or by certified mail directed to his last known address. In the event the Board finds that probable cause exists and that the charge, if credited, is sufficient to warrant a dismissal or reduction of salary, then it shall forward such written charge to the commissioner for a hearing pursuant to N.J.S.A. 18A:6-16, together with a certificate of such determination. Provided, however, that if the charge is inefficiency, prior to making its determination as to certification, the Board shall provide the employee with written notice thereto, and allow at least ninety (90) days in which to correct and overcome the inefficiency. The consideration and actions of the Board as to any charge shall not take place at a public meeting.

- a. Upon certification of any charge to the commissioner, the Board may suspend the person against whom such charge is made, with or without pay, but, if the determination of the charge by the Commissioner of Education is not made within one hundred and twenty (120) calendar days after certification of the charges, including all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred twenty-first (121) day until such determination is made. Should the charge be dismissed the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed and the suspension be continued during an appeal therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from a substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of such suspension.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. The employee shall have initial responsibility to determine grades and other evaluations of the students within the grading policies of the North Wildwood School District. However, the ultimate determination of grades and other evaluations of students shall be that of the Administration.
 1. No grades or evaluations shall be changed without first consulting with the employee involved.
- G. Any question or criticism by a supervisor, administrator, or board member of an employee and that particular employee's instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

Complaints, accusations and criticisms made at public board meetings regarding employees of the North Wildwood School District shall be referred to a closed session of the Board. All complaints regarding particular employees and their instructional methodology will be referred to the chief administrative officer and such complaints, accusations and criticisms will be discussed only at a regular meeting after failure of an administrative solution. Personal criticisms by board members in their capacity as board members of school employees will be referred to the appropriate administrative officer at a closed session.

The above shall be consistent with the Sunshine Law and the Right to Know Law.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association all available public information together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher participates, with mutual consent, during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use the school building for Association business at all reasonable hours, contingent upon availability of the building.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of the Superintendent or other members of the administration.
- E. The Association shall have the exclusive use of a bulletin board in the faculty lounge.
- F. Employees covered under this Agreement shall have the option of enrolling their dependent children in Margaret Mace School at no cost. Students of full time out of district employees may attend the Margaret Mace Elementary School so long as:
 - 1. There is room for them without undue crowding in the respective class or programs.
 - 2. The student is not an academic social, or discipline problem, as determined by the Superintendent after consulting with the Child Study Team.
 - 3. The student's attendance does not interfere in any way with the performance of the said employee.

ARTICLE VI

EMPLOYEE WORK YEAR

A. Teachers In-School Work Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-six (186) days.
2. The in-school work year shall be as follows:
 - a. One hundred and eighty (180) days when pupils are in attendance.
 - b. Orientation day.
 - c. Cape May County Education Association Day (1).
 - d. Two (2) days at N.J.E.A. Convention.
 - e. Professional Days (2) - Between second and third marking period.
3. The school calendar shall be as set forth in Schedule "G". Changes in the school calendar shall be made only after consultation between the Association and the Board.

B. CUSTODIANS

1. Holidays
 - a. There shall be twelve (12) paid holidays per school year, which shall be as follows:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Martin Luther King Day | |

In addition, three (3) additional holidays shall be granted by the Superintendent after consulting with the Supervisor of Building Services.

- b. If any of the above holidays shall fall on a Saturday, it shall be celebrated on the preceding Friday. If it falls on a Sunday, it shall be celebrated on the following Monday.

- c. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday unless for a justifiable reason.

2. Work Week

- a. Day Assignments - The work week shall consist of eight (8) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.
- b. Night Assignments - The work week shall consist of seven and one-half (7 1/2) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.
- c. If a custodian is called to work after his regular shift, or on a non-work day on the custodial calendar (ref: Article VI. B.1), he shall be guaranteed a minimum of two (2) hours call-back time.

3. Overtime

- a. Custodial employees shall be paid one and one-half (1 1/2) times their hourly rate for all hours worked in excess of forty (40) hours per week provided authorization for said overtime work was obtained prior to working thereof from the Superintendent or the Supervisor of Building Services.

4. Vacations

- a. After one (1) year of continuous service, the employee shall be entitled to two (2) weeks vacation with pay.
- b. After six (6) years of continuous service, the employee shall be entitled to three (3) weeks vacation with pay.
- c. After ten (10) years of continuous service, the employee shall be entitled to four (4) weeks vacation with pay.
- d. Continuous service shall include Board approved paid or unpaid leaves. Employees RIFed and subsequently rehired by the Board shall have their time of employment considered continuous.

C. CLERICAL EMPLOYEES

1. Holidays
 - a. Clerical employees shall receive the holidays called for by the school calendar during the school year. In addition, they shall receive Independence Day and Labor Day.

2. Work Week
 - a. Effective July 1, 1990, when school is in session the work week shall be from 8:00am to 3:30pm. Including forty-five (45) minutes per day for lunch, five (5) days per week. When school is not in session, during the summer recess, the work week shall be from 8:30am to 2:30pm, including forty-five (45) minutes per day for lunch, five (5) days per week.
 - b. Compensatory Time - Clerical employees shall be paid one and one-half (1 1/2) hours for one (1) hour for time worked in excess of their thirty seven and one half (37 1/2) hour work week.

Prior to working overtime, an individual employee may ask for authorization to receive compensatory time on a one and one-half (1 1/2) hour for one (1) hour basis in lieu of overtime pay, up to a forty (40) hour work week. The Superintendent may grant or deny compensatory time. If compensatory time is denied, the clerical employee shall be paid one and one-half (1 1/2) times their hourly rate for all hours worked in excess of their thirty-seven and one-half (37 1/2) hour work week.

3. VACATION
 - a. After one (1) year of continuous service, the employee shall be entitled to two (2) weeks vacation with pay.
 - b. After six (6) years of continuous service, the employee shall be entitled to three (3) weeks vacation with pay.
 - c. After ten (10) years of continuous service, the employee shall be entitled to four (4) weeks vacation with pay.
 - d. Continuous service shall include Board approved paid or unpaid leaves. Employees who are RIFed and subsequently rehired by the Board shall have their total time of employment considered continuous.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A.
1. The total in-school work day shall consist of six (6) hours, exclusive of lunch time. The lunch period shall be duty-free and be equal in length to that of the pupils, or thirty (30) minutes, whichever is greater.
 2. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall not be permitted to leave until twenty (20) minutes after the close of the pupils' day except as set forth below.
 - a. All teachers shall be permitted to leave at the close of the pupils' day on the day preceding holidays or vacations. In addition, other than those assigned to the afternoon duty roster, all teachers shall be permitted to leave at the close of the pupils' day on Friday, as well. Teachers assigned to the afternoon duty roster shall not leave on any Friday until twenty (20) minutes after the close of the pupils' day.
 - b. Teachers assigned to the afternoon duty roster may, upon prior notice to the superintendent, arrange for their duty to be covered by another teacher.
- B. The daily teaching load shall not exceed five (5) hours and fifteen (15) minutes of pupil contact.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods providing they sign in and out on a sheet provided or notify the superintendent or designee. In the event of a school-wide emergency, teachers may be required to remain in school during their lunch periods.

- D.
 - 1. Teachers may be required to remain after the end of the regular work day, without compensation, for the purpose of attending district approved faculty meetings, committee meetings or other professional meetings three (3) days each month. Such meetings shall not exceed one hundred and fifty (150) minutes per month.
 - a. Teachers shall have the opportunity to suggest items for the agenda.
 - 2. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays, or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- E. The practice of using a regular teacher as a substitute, thereby depriving him of preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall credit these periods to additional personal time off to be used before the end of the current school year.
- F. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, insofar as possible, and shall be compensated according to the rate of pay in Schedule "F".
- G. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. For participation in educational and/or reward field trips, certified employees who work beyond an eight (8) hour day will be paid at the rate of twenty dollars (\$20.00) per additional hour for 2002-2005. For participation in educational and /or reward field trips, non-certified employees who work beyond an eight (8) hour day will be paid at the rate of seventeen dollars (\$17.00) per additional hour for 2002-2005. The overtime compensation shall not exceed an amount equal to one and one-half (1 ½) times each individual teacher's daily pay. For trips which extend overnight, teachers will receive two (2) additional days pay for each twenty-four (24) hour period.

H. Certified staff who are required to work at school after hours shall be compensated at the following rates:

| | |
|---------------------------------|-------------------|
| Approved Curriculum Development | \$25.00 per hour |
| Homebound Instruction | \$25.00 per hour |
| Official Sports Chaperone | \$35.00 per event |
| Detention Supervision | \$23.00 per event |

ARTICLE VIII

TEACHER EMPLOYMENT

- A. The Board agrees to hire, insofar as possible, only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners, or those persons eligible under the alternate certification procedure, for every teaching assignment.
- B. Previously accumulated unused sick leave days may be restored to all returning teachers at the discretion of the Board.
- C. Teachers shall be notified of their contract status for the ensuing year no later than April 30th.
- D. Non-certified personnel shall not replace or be hired in lieu of a teacher to perform duties of a certified teacher, except in the case of per diem substitution not to exceed three (3) consecutive days.

ARTICLE IX

SALARIES

- A. 1. The salary of each employee covered by this Agreement is set forth in the following schedules:

| | | | |
|-----------------|----------|---|---------|
| Teachers | Schedule | A | Page 53 |
| | Schedule | B | Page 54 |
| | Schedule | C | Page 55 |
| Custodial | Schedule | D | Page 56 |
| Clerical | Schedule | E | Page 57 |
| Extracurricular | Schedule | F | Page 58 |
| Calendar | Schedule | G | Page 59 |

These schedules represent salaries for 2002-2005

2. To the extent permitted under law, coaches and advisors, upon application and acceptance of position, will agree to possess knowledge of said extra-curricular activity. In order for an applicant to enhance his/her knowledge, he/she will agree to take credits or training relating to his/her extra-curricular activity. The type and time of training will be scheduled by the selected extra curricular coach or advisor, subject to approval by the superintendent. The Board agrees to pay the cost of training that has been submitted and approved by the superintendent.
- B. 1. Each teacher with a contract beginning September 1st to July 1st, ten (10) months, shall be paid every two (2) weeks, beginning on the Friday following the second Monday in September.
2. Beginning September, 1997, the Board agrees to deduct and withhold an amount equal to 10% of a participating teacher's annual salary (deducted in 20 equal installments). Accumulated deductions shall be paid to each employee or his estate at the end of the academic year, or in such a manner as permitted by NJSA 18A:29-3 and NJAC 6:2-11.
3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June, pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.
 5. The Board shall have no liability for personal items of teachers left on the premises upon close of school.
- C. Custodial and Clerical employees shall be paid every other Friday.

ARTICLE X

TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than May 1st.
 - 1. In the event that change in such schedule, class and/or subject assignments, or room assignments are designated after May 1st, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option a representative of the Association.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study insofar as possible.

ARTICLE XI

VOLUNTARY ASSIGNMENTS

- A. No later than May 15th of each school year, the Superintendent shall deliver to the Association and post on the bulletin board in the faculty lounge, a list of the known vacancies which shall occur during the following school year. This list is to be updated if vacancies occur after this date.
 - 1. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent not later than March 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order or preference.

- B. As soon as practicable and no later than June 1st, the Superintendent shall post in the faculty lounge and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.

- C. As soon as practical the Superintendent shall notify those teachers who will be employed in summer school.

ARTICLE XII

INVOLUNTARY REASSIGNMENTS

- A. Notice of an involuntary reassignment shall be given to teachers as soon as practicable, not later than June 1st.
- B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and needs of the North Wildwood School District, shall be considered in determining which teacher is to be reassigned.
- C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent of the school, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment of this meeting, upon the request of the teacher, the Superintendent shall meet with him again, at which time the teacher may, at his option, have an Association representative present at such meeting. A determination of who shall be reassigned involuntarily is a matter which rests solely with the Superintendent.
- D. A teacher being involuntarily reassigned shall be placed in a position which does not involve reduction in total compensation or rank.

ARTICLE XIII

PROMOTIONS

- A. Members of the bargaining unit will be considered for promotional vacancies. In the event a vacancy, a new position, or a new program shall occur, notification shall be given in writing to the Association. The employee shall have fifteen (15) days to indicate interest. The final choice shall be made by the Board of Education.

- B. Notice of promotional vacancies occurring during the summer recess shall be sent to the president of the Association. The time limit set forth above shall apply.

ARTICLE XIV

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 1. Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.
 - 2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at the time of the conference to discuss it. No such report shall be acted upon without prior conference with a teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- B. A teacher shall have the right, upon request, to review the contents of his personnel file. A teacher shall be entitled to have a representative of the Association accompany him during such review. Copies may be obtained at the teacher's expense.
 - 1. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had 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. A teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

- C.
 - 1. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed according to the following procedure:

2. The Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint, including the identity of the complainant, and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Evaluation and observation of non-tenure teachers shall be carried out in accordance with N.J.S.A. 18A 27:3.1 to 3.3 and N.J.A.C. 6:3-1.20.
 - E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no other evaluation shall be placed in the personnel file of such teacher after severance.

ARTICLE XV

TEACHERS FACILITIES

- A. Duplicating equipment shall be made available for use by teachers for school use only.
 - 1. The copier shall be available for teacher use in the event that operation by aides is not available.

ARTICLE XVI

ASSOCIATION - ADMINISTRATION COMMUNICATION

- A. The Association's officers or appointed representatives shall meet with the Superintendent periodically to review and discuss local school problems and practices.
- B. One meeting is to be held before December 1st and the second meeting is to be held before April 1st.

ARTICLE XVII

COMPREHENSIVE SELF-STUDY AND EVALUATION PROGRAM

- A. The Board and the Association recognize that there are certain readily observable aspects of school operation which encourage excellence in educational service to the children of the community. A comprehensive and continuing evaluation of school facilities, curriculum, teaching techniques, administrative practices, by the Board of Education is to be desired. In the light of current research, critical self-evaluation in these areas must take place to insure that school operation is based on principles which are not only philosophically sound, but conscientiously applied.

- B. Therefore, the Board and the Association agree to establish a Coordinating Committee. The purpose of the Committee shall be to initiate a program for comprehensive self-evaluation of the North Wildwood School System.
 - 1. The committee shall consist of nine (9) members, four (4) appointed by the Board, four (4) appointed by the Association and the Superintendent or his appointee.
 - 2. The Committee shall consider guidelines for evaluation of all matters regarding the effective operation of the North Wildwood School District.
 - 3. The Board, the Superintendent and the Association shall consider and study all written recommendations submitted to it by the Committee for action.
 - 4. This committee shall have its first meeting by October 15th of the academic year and shall have no less than three (3) meetings per year.
 - 5. The recommendations not adopted shall not be made public by any of the parties.

ARTICLE XVIII

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - 1. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.
- B. All twelve (12) month Custodial and Clerical employees shall be entitled to twelve (12) sick leave days each year from the date of hire to the third year of employment.
- C. Beginning with the fourth year of employment in North Wildwood, one (1) day additional accumulative sick leave per year shall be granted employees up to a maximum of fifteen (15) sick leave days per year.

ARTICLE XIX

TEMPORARY LEAVES OF ABSENCE

- A. Teacher shall be entitled to the following temporary non-accumulative leaves of absence each school year with full pay:
1. Three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours. The applicant for such leave shall not be required to state the reasons for taking such leave other than that he is taking it under this section. In case of emergencies where extended days are necessary, the Board agrees to receive and act on requests for additional days beyond those presently in the contract.
 - a. Except in cases of emergency, forty-eight (48) hours notice shall be given.
 - b. The application for leave shall be required to state whether the leave is for personal reasons, legal business, household or family matters.
 - c. No personal leave days shall be granted either during the first week or the last week of school or a school day before or after a holiday.
 - d. After 6 years of continuous service in the North Wildwood School District, one (1) unused personal day may be rolled over into one (1) sick day per school year.

| |
|---|
| Beginning with the 2003-2004 school year, after 6 years of continuous service in the North Wildwood School district, two (2) unused personal sick days may be rolled over into two (2) sick days per school year. |
|---|

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 - a. The Board shall not be required to pay teachers for time taken in connection with appearances in any legal proceedings where the teacher's participation is adverse to the Board's interests.
 1. Notwithstanding the above, no teacher called to appear as a witness in any legal proceeding will be affected by the loss of any financial remuneration.

3. Up to five (5) days in any one year in the event of death or serious illness of a teacher's spouse, child, parents, parents-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or other member of the immediate household. Teachers shall be granted up to one (1) day in any one year in the event of a death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of a death of a teacher or student in the North Wildwood School District, the Superintendent or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he received from the state or federal government. This may not exceed ten (10) school days per school year.

- B. Each custodial employee shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during nonworking hours. After 6 years of continuous service in the North Wildwood School District, one (1) unused personal day may be rolled over into one (1) sick day per school year.

Beginning with the 2003-2004 school year, after 6 years of continuous service in the North Wildwood School district, Two (2) unused personal days may be rolled over into Two (2) sick days per school year.

- C. Clerical employees shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during nonworking hours. After 6 years of continuous service in the North Wildwood School District, one (1) unused personal day may be rolled over into one (1) sick day per school year.

Beginning with the 2003-2004 school year, after 6 years of continuous service in the North Wildwood School district, Two (2) unused personal days may be rolled over into Two (2) sick days per school year.

- D. Each Custodial and Clerical employee shall be entitled to up to five (5) days leave of absence in any one year with pay in the event of death or serious illness of said employee's spouse, child, parents, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other member of the immediate household.

ARTICLE XX

EXTENDED LEAVES OF ABSENCE

- A. Due to a medical disability which is substantiated by a certified medical or osteopathic doctor, an employee shall be granted an extended leave of absence. However, during the leave the employee's accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon termination of medical benefits when applicable, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis, so as to continue group rate premiums. In the event paid leave is exhausted, the leave shall be continued unpaid.
- B. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
- C. No employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time, unless competent medical evidence indicates otherwise.
- D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.
- E. An employee may make application to the Board for an infant child rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs cited above. Said child rearing leave shall be without pay. The Board of Education secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums.

- F. A leave of absence shall be granted for the purpose of caring for a sick member of the employee's immediate family under the provisions of the New Jersey Family Leave Act. Additional leave may be granted at the discretion of the Board.
- G. The Board may grant a leave of absence without pay to an employee to serve in a public office.
- H. Other leaves of absence without pay may be granted by the Board for good reason.
- I. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- J. No more than two (2) tenure teachers shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university, or other private school while obtaining a Master's or a Doctor's degree.
- K. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for a period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.
- L. Upon return from leave granted according to Section A above, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he/she would have achieved if he/she had not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on leave granted under Sections E, F, G, and H above, nor shall such time count toward the fulfillment of time requirements for acquiring tenure. Leave granted under A, shall count toward increment if the employee worked during that school year.

- M. Advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step or raise if he/she works more than 90 days in that school year and is a ten (10) month employee. Working 90 days or less shall result in no advancement on the salary guide or raise the following year. Twelve (12) month employees shall be granted advancement on the guide if he/she works one hundred twenty days.

- N. All extensions or renewals of leaves shall be applied for in writing by May 1st of the year in which leave is requested and may be granted at the discretion of the Board, also in writing.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to implement the following:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required by the Administration to take.

- B. Effective July, 2002, the Board will pay full-time certified personnel, subject to a maximum limitation for the bargaining unit of:

02-03 \$9,500.00 03-04 \$10,000.00 04-05 \$10,500.00

for tuition and cost of books for graduate courses at NJ state colleges or other approved colleges or universities offering graduate courses. Tuition and book fee reimbursement for each employee achieving a grade of "B" or better in an approved graduate course will be paid at the NJ state college rate in a two-tiered system. Teachers will not receive reimbursement for tuition and book fees for any graduate course resulting in a grade of C, D, F, I or W.

In the first tier, all teachers shall be entitled to be reimbursed for six credits providing the reimbursement cap has not been reached, and if the cap is reached, then a pro-rated amount to each teacher shall be disbursed.

If the unit cap was not reached in the first tier then in the second tier, all teachers shall be entitled to be reimbursed from the balance for credit above six credits. If the unit cap is reached in the second tier then a pro-rated amount shall be disbursed to each teacher.

1. In the event that any part of the above funding is left over in any school year, it shall be carried over to the succeeding year in an amount not to exceed \$2,000.00.
2. A maximum of four (4) graduate courses per year may be taken.

3. The graduate courses in which a teacher intends to enroll must be submitted to the Superintendent for approval. Such approval shall not be withheld provided the course is related to education or is part of a curriculum leading to a degree related to education.
4. In the event that a teacher's graduate course is cancelled, he may submit an alternative graduate or approved graduate course for the Superintendent's approval.

- C. The Board will pay full-time secretaries and custodians, subject to a maximum limitation for the bargaining unit of:
02-03 \$700. 03-04 \$700. 04-05 \$700
for tuition and books for successfully completed college courses at state colleges or other recognized colleges and universities. Credits will be reimbursable to each clerical or custodial employee achieving a grade of "B" or better for tuition and book fees. Courses resulting in grades C, D, F, I or W are not reimbursable for tuition or book fees.

The courses in which the employee intends to enroll must be submitted to the Superintendent for approval. Such approval shall not be withheld provided the course is related to the employee's job.

1. In the event that any part of the above funding is left over in any school year, it shall be carried over to the succeeding year in an amount not to exceed \$500.00.

ARTICLE XXII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When in the judgement of a teacher, a student requires the attention of the Superintendent or auxiliary services which are available within the system, he shall so inform his Superintendent. The Superintendent shall arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist, if available, to discuss the problem and the appropriate steps for its resolution.

ARTICLE XXIII

INSURANCE PROTECTION

- A. The Board shall continue to provide New Jersey Public Employees Health Benefits insurance protection or its equivalent.
- B. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- C. Custodial employees shall receive the same medical insurance coverage which is received by teachers in the school district.
- D. The Board shall reimburse employees for medical expenses not covered by existing insurance, including, but not limited to, eye glasses, orthopedic shoes, chiropractic visits, deductible insurance amounts, etc. All receipts shall be submitted to the Board Secretary between May 1 and May 15 of each contract year, with the reimbursement check to be issued in June of contract year. The maximum limits payable to each teacher during each contract year shall be as follows:

| | |
|-----------|----------|
| 2002-2003 | \$350.00 |
| 2003-2005 | \$400.00 |
- E. Clerical employees shall receive the same insurance benefits received by the teachers in the school district.
- F. 1. For the 2002-2003, 2003-2004 and 2004-2005 school years, the Board shall provide the current Delta Dental Plan or equivalent for employees and their families at an annualized rate equal to the amount needed to fully fund the plan.

ARTICLE XXIV

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. An instructional expenditure fund shall be established for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the teacher. The teacher shall be reimbursed upon presentation to the Superintendent, of a paid receipt for such expenditures up to One hundred dollars (\$150.00) per year, presentation no later than January 30th of that year.

ARTICLE XXV

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees for the North Wildwood Education Association, the Cape May County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A.52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
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.

ARTICLE XXVI

REIMBURSEMENT FOR UNUSED SICK LEAVE

- A. An employee shall qualify for full reimbursement as stated below for unused sick leave if he/she has completed at least fifteen (15) years of service in the North Wildwood School District or for half reimbursement as stated below if he/she has completed five (5) to fourteen (14) years of service at the time of retirement as defined by the New Jersey Pension and Annuity Fund. The payment to which the qualified employee shall be entitled is as follows:

EFFECTIVE JULY 1, 2002 - JUNE 30, 2005:

TEACHERS - number of days x seventy-five percent (75%) of Board approved teachers' substitute rate.

SECRETARIES - number of days x fifty-six percent (56%) of Board approved teachers' substitute rate.

CUSTODIANS - number of days x fifty-six percent (56%) of Board approved teachers' substitute rate.

- B. For employees hired after July 1, 2002, total reimbursement for unused sick leave as specified in "A" is subject to a maximum of \$15,000.

ARTICLE XXVII

MISCELLANEOUS

- A. This agreement constitutes Board Policy for the term of said Agreement, and the Board and the Association shall carry out their respective commitments contained herein and give them full force and effect as Board policy.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be provided at the joint expense of the Board and the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following address:
 - 1. If by Association to the Board at:
1201 Atlantic Avenue, North Wildwood, NJ 08260
 - 2. If by the Board, to the Association at:
1201 Atlantic Avenue, North Wildwood, NJ 08260
- F. Mileage - Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate per mile established by the Internal Revenue Service Regulations.

- G. The board shall provide 5 complete uniforms for custodial employees the first year and 3 complete uniforms in each of the subsequent years. A complete set shall consist of one pair of pants, one short sleeve collar type shirt, and one short sleeve Tee shirt. The board and employees shall confer regarding the design of the uniforms. The board will give serious consideration to the suggestions of the employees. During the summer, shorts may be substituted for long pants at the employees' option and cost.

- H. Custodians who attain or currently hold a fireman's black seal boiler license, or equivalent, shall receive an additional \$100 added to their yearly salary. Fees to renew said license shall be reimbursed by the board upon submission of proof of renewal by the custodian.

ARTICLE XXVIII

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (ie: from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. NOTIFICATION: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. LEGAL MAXIMUM: In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. NOTIFICATION: Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. **PAYROLL DEDUCTION SCHEDULE:** The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - a. ten (10) days after receipt of the aforesaid list by the Board;
or
 - b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. **TERMINATION OF EMPLOYMENT:** If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. **MECHANICS:** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmissieion of regular membership dues to the Association.
5. **CHANGES:** The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
6. **NEW EMPLOYEES:** On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board and Association will prepare a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

- B. IN WITNESS WHEREOF, the Association and the Board of Education have caused this Agreement to be signed by their respective Presidents and Secretaries and seals affixed, all on the day and year above written.

NORTH WILDWOOD
BOARD OF EDUCATION

NORTH WILDWOOD
EDUCATION ASSOCIATION

By: _____
NWBOE President Date

By: _____
NWEA President Date

ATTEST:

ATTEST:

NWBOE Secretary Date

NWEA Secretary Date

**Schedule A
2002-2003 TEACHER SALARY GUIDE**

| Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | 32,516 | 33,400 | 34,280 | 35,280 | 36,281 | 37,281 |
| 2 | 32,866 | 33,750 | 34,631 | 35,631 | 36,631 | 37,631 |
| 3 | 32,916 | 33,800 | 34,681 | 35,681 | 36,681 | 37,681 |
| 4 | 32,966 | 33,850 | 34,731 | 35,731 | 36,731 | 37,731 |
| 5 | 33,123 | 34,007 | 34,888 | 35,888 | 36,888 | 37,888 |
| 6 | 34,350 | 35,234 | 36,115 | 37,371 | 38,115 | 39,115 |
| 7 | 35,763 | 36,647 | 37,528 | 38,528 | 39,528 | 40,528 |
| 8 | 37,095 | 37,979 | 38,860 | 39,860 | 40,860 | 41,860 |
| 9 | 38,475 | 39,359 | 40,240 | 41,240 | 42,240 | 43,240 |
| 10 | 39,855 | 40,739 | 41,620 | 42,620 | 43,620 | 44,620 |
| 11 | 41,236 | 42,120 | 43,001 | 44,361 | 45,001 | 46,001 |
| 12 | 42,742 | 43,626 | 44,507 | 45,507 | 46,507 | 47,507 |
| 13 | 44,319 | 45,203 | 46,084 | 47,374 | 48,084 | 49,084 |

LONGEVITY

For the year 2002-03, teachers who were on guide step thirteen or higher the preceding year, shall receive salary and longevity equal to the following amount added to their previous year's salary and longevity: \$2450

**SCHEDULE B
2003-2004 TEACHER SALARY GUIDE**

| Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | 34,516 | 35,400 | 36,280 | 37,280 | 38,280 | 39,280 |
| 2 | 35,092 | 35,976 | 36,856 | 37,856 | 38,856 | 39,856 |
| 3 | 35,442 | 36,326 | 37,207 | 38,207 | 39,207 | 40,207 |
| 4 | 35,542 | 36,426 | 37,307 | 38,307 | 39,307 | 40,307 |
| 5 | 35,642 | 36,526 | 37,407 | 38,407 | 39,407 | 40,407 |
| 6 | 35,799 | 36,683 | 37,564 | 38,564 | 39,564 | 40,564 |
| 7 | 36,926 | 37,810 | 38,691 | 39,947 | 40,691 | 41,691 |
| 8 | 38,339 | 39,223 | 40,104 | 41,104 | 42,104 | 43,104 |
| 9 | 39,671 | 40,555 | 41,436 | 42,436 | 43,436 | 44,436 |
| 10 | 41,051 | 41,935 | 42,816 | 43,816 | 44,816 | 45,816 |
| 11 | 42,431 | 43,315 | 44,196 | 45,196 | 46,196 | 47,196 |
| 12 | 43,812 | 44,696 | 45,577 | 46,937 | 47,577 | 48,577 |
| 13 | 45,318 | 46,202 | 47,083 | 48,083 | 49,083 | 50,083 |

LONGEVITY

For the year 2003 to 2004, teachers who were on guide step thirteen or higher the preceding year, shall receive salary and longevity equal to the following amount added to their previous year's salary and longevity: \$2576

**SCHEDULE C
2004-2005 TEACHER SALARY GUIDE**

| Step | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 1 | 36,626 | 37,510 | 38,391 | 39,391 | 40,391 | 41,391 |
| 2 | 37,226 | 38,110 | 38,991 | 39,991 | 40,991 | 41,991 |
| 3 | 37,802 | 38,686 | 39,567 | 40,567 | 41,567 | 42,567 |
| 4 | 38,152 | 39,036 | 39,917 | 40,917 | 41,917 | 42,917 |
| 5 | 38,302 | 39,186 | 40,067 | 41,067 | 42,067 | 43,067 |
| 6 | 38,452 | 39,336 | 40,217 | 41,217 | 42,217 | 43,217 |
| 7 | 38,609 | 39,493 | 40,374 | 41,374 | 42,374 | 43,374 |
| 8 | 39,636 | 40,520 | 41,401 | 42,657 | 43,401 | 44,401 |
| 9 | 41,049 | 41,933 | 42,814 | 43,814 | 44,814 | 45,814 |
| 10 | 42,381 | 43,265 | 44,146 | 45,146 | 46,146 | 47,146 |
| 11 | 43,761 | 44,645 | 45,526 | 46,526 | 47,526 | 48,526 |
| 12 | 45,141 | 46,025 | 46,906 | 47,906 | 48,906 | 49,906 |
| 13 | 46,522 | 47,406 | 48,287 | 49,647 | 50,287 | 51,287 |

LONGEVITY

For the year 2004-05 teachers who were on guide step thirteen or higher the preceding year shall receive salary and longevity equal to the following amount added to their previous year's salary and longevity: \$2710

The parties acknowledge that in the event of a "status quo" application under the law during negotiations for a successor agreement, no longevity pay under the status quo shall be in a greater dollar amount than that paid in 2004-2005.

SCHEDULE D

CUSTODIAL GUIDE 2002-2005

| Step | | Step | | Step | |
|------|------------------|------|------------------|------|------------------|
| | 2002-2003 | | 2003-2004 | | 2004-2005 |
| 1 | 23800 | 1 | 24200 | 1 | 24700 |
| 2 | 23923 | 2 | 24800 | 2 | 25200 |
| 3 | 24023 | 3 | 25023 | 3 | 25800 |
| 4 | 24073 | 4 | 25223 | 4 | 26123 |
| 5 | 24626 | 5 | 25323 | 5 | 26423 |
| 6 | 25324 | 6 | 25826 | 6 | 26573 |
| 7 | 26050 | 7 | 26524 | 7 | 27026 |
| 8 | 26806 | 8 | 27250 | 8 | 27724 |

Longevity

Employees who have worked in the North Wildwood School District for more than eight years shall receive salary and longevity equal to the following amounts added to their previous year's salary and longevity:

02-03 \$ 1200

03-04 \$1200

04-05 \$1200

The parties acknowledge that in the event of a "status quo" application under the law during negotiations for a successor agreement, no longevity pay under the status quo shall be in a greater dollar amount than that paid in 2004-2005.

SCHEDULE E

SECRETARIAL GUIDE 2002-2005

| Step | 2002-2003 | | 2003-2004 | | 2004-2005 |
|------|-----------|---|-----------|---|-----------|
| | | | | | |
| 1 | 22600 | 1 | 23000 | 1 | 23500 |
| 2 | 22736 | 2 | 23600 | 2 | 24000 |
| 3 | 22836 | 3 | 23736 | 3 | 24600 |
| 4 | 22936 | 4 | 23936 | 4 | 24736 |
| 5 | 23470 | 5 | 24136 | 5 | 25036 |

Longevity

Employees who have worked in the North Wildwood School District for more than eight years shall receive salary and longevity equal to the following amounts added to their previous year's salary and longevity:

02-03 \$ 1200 03-04 \$1200 04-05 \$1200

The parties acknowledge that in the event of a "status quo" application under the law during negotiations for a successor agreement, no longevity pay under the status quo shall be in a greater dollar amount than that paid in 2004-2005.

SCHEDULE F

EXTRACURRICULAR COMPENSATION 2002-2005

| | 2002-2003 | 2003-2004 | 2004-2005 |
|----------------------------|------------------|------------------|------------------|
| Student Council | \$ 1,505 | \$ 1,580 | \$ 1,655 |
| School Newspaper | \$ 1,605 | \$ 1,680 | \$ 1,755 |
| Marching Band | \$ 1,605 | \$ 1,680 | \$ 1,755 |
| Yearbook | \$ 2,605 | \$ 2,680 | \$ 2,755 |
| Cheerleading | \$ 1,605 | \$ 1,680 | \$ 1,755 |
| JV Basketball - boys | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| JV Basketball - girls | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Intramurals-Fall-boys | \$ 1,755 | \$ 1,830 | \$ 1,905 |
| Intramurals-Spring-boys | \$ 1,755 | \$ 1,830 | \$ 1,905 |
| Intramurals-Fall-girls | \$ 1,755 | \$ 1,830 | \$ 1,905 |
| Intramurals-Spring-girls | \$ 1,755 | \$ 1,830 | \$ 1,905 |
| Varsity Basketball - boys | \$ 2,605 | \$ 2,680 | \$ 2,755 |
| Varsity Basketball - girls | \$ 2,605 | \$ 2,680 | \$ 2,755 |
| Baseball - boys | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Softball - girls | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Soccer | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Volleyball | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Wrestling | \$ 2,005 | \$ 2,080 | \$ 2,155 |
| Chorus | \$ 1,605 | \$ 1,680 | \$ 1,755 |

Schedule G

NORTH WILDWOOD SCHOOL DISTRICT
Calendar
2002-2003

| Month | | # Teaching Days |
|----------------------------|---|-----------------|
| September | | 19 |
| 3 (Tuesday) | <i>Teacher Orientation Day</i> | |
| 4 (Wednesday) | School Open | |
| October | | 21 |
| 11 (Friday) | <i>Professional Day</i> – Closed for Students | |
| 14 (Monday) | Columbus Day – School Closed | |
| November | | 17 |
| 7 (Thursday) | NJEA Convention – School Closed | |
| 8 (Friday) | NJEA Convention – School Closed | |
| 27 (Wednesday) | Thanksgiving – Early Closing | |
| 28 (Thursday) | Thanksgiving – School Closed | |
| 29 (Friday) | Thanksgiving – School Closed | |
| December | | 15 |
| 20 (Friday) | Winter Break – Early Closing | |
| January | | 21 |
| 2 (Thursday) | School Open | |
| 20 (Monday) | Martin Luther King Day – School Closed | |
| February | | 18 |
| 14 (Friday) | <i>Professional Day</i> – Closed for Students | |
| 17 (Monday) | President's Day – School Closed | |
| March | | 20 |
| 7 (Friday) | <i>Professional Day</i> – Closed for Students | |
| April | | 16 |
| 17 (Thursday) | Spring Break – Early Closing | |
| 28 (Monday) | School Open | |
| May | | 21 |
| 26 (Monday) | Memorial Day – School Closed | |
| June | | 12 |
| 17 (Tuesday) | Last Day for Students | |
| TOTAL TEACHING DAYS | | 180 |

Note: Early closing for additional teacher inservice will be scheduled on an as needed basis. Days lost due to inclement weather, etc. (up to 5 days) will be made up at the end of the school year. After 5 days, make-up days may be scheduled during vacations, after consultation with Association.

BOE Approved: First Reading 1/28/02