

AGREEMENT BETWEEN
WILDWOOD BOARD OF EDUCATION
AND
WILDWOOD EDUCATION ASSOCIATION
2015-2018

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PREAMBLE

This Agreement is entered into this 1st day of July, 2015, by and between the Board of Education of the City of Wildwood, New Jersey, hereinafter called the "Board" and the Wildwood Education Association, hereinafter called the "Association."

Whereas, the Board has an obligation pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as a representative of the employees hereinafter designated with respect to terms and condition of employment, it is agreed by the parties that:

ARTICLE 1 - 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 the following categories of employee:

1. Certificated Personnel (whether actively employed or on leave)
Teachers
Librarians
Nurses
Specialists
Child Study Team Members
Guidance Counselors
Athletic Trainer
2. Clerical Personnel--full and permanent part-time
3. Custodial Personnel
4. Aides (Teacher and Clerical)
5. In-School Suspension Proctor

As utilized in this Agreement, the term "employee" shall mean only those male or female personnel specified in this paragraph (1-A.).

B. The following categories of employees are expressly excluded from the bargaining unit represented by the Association:

1. Superintendent of Schools and all employees of his/her office.

Administrative Personnel
 - a. High School Principal
 - b. Elementary School Principal
 - c. High School Vice Principal

- d. Elementary Vice Principal
 - e. Special Programs Supervisor
 - f. Curriculum Supervisor
 - g. Supervisor of Guidance
 - h. Child Study Team Supervisor
 - i. Athletic Director
 - j. any administrative positions prohibited by law
2. Board Business Administrator and all employees of his/her office
 3. Custodial Supervisors
 - a. Supervisor of Buildings and Grounds
 - b. Supervisor of Maintenance
 - c. Supervisor of Construction
 4. Substitute Personnel
 5. Other non-Certificated Personnel not dealt with in "A." above.

ARTICLE 2 - SUCCESSOR AGREEMENT

- A. The Association shall have the right to negotiate a successor Agreement. Therefore the parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, N.J. Public Law of 1974 (NJSA 34:13 A-1 et seq.), in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the October 1st immediately preceding the expiration date of this Agreement. Any agreement so negotiated shall apply to the Bargaining Unit, be reduced to writing, and after ratification by the Board and the Association, be executed by both parties, and said Agreement shall apply to all members of the bargaining unit.
- B. Neither party in any negotiations shall have control over selection of the negotiating representatives of the other party.
- C. The Board agrees not to negotiate concerning said employees in the bargaining unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement nor may any sub-group of this Association or its membership negotiate for separate or improved benefits other than those negotiated by the authorized negotiating committees.
- D. 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. Any such amendment shall be inserted into the existing contract.

- E. No benefit accruing to either party pursuant to this Agreement may be eliminated or reduced without being negotiated unless otherwise provided in this Agreement or unless found to be contrary to the laws of the State of New Jersey or the United States of America. Proposed new rules or modifications of existing rules of the Board governing working conditions shall be negotiated with the Association before they are established.
- F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; provided, however, that if the voiding of the Section in question alters the intent of the article, said Article shall be re-negotiated within thirty (30) days of the determination of illegality.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance shall mean a complaint by an employee and/or the Association that there has been to him/her a personal loss or injury because of a violation, misinterpretation or inequitable application by the Board or any of its administrators of any terms of this Agreement.
- 2. A grievance to be considered under his/her procedure must be initiated in writing by the employee within thirty (30) calendar days from the time when the employee knows or should know of its occurrence.

B. Procedure

- 1. Understood
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 understood that employees 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 employee who has a grievance shall discuss it first with his or her immediate supervisor 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 employee, the grievance shall be submitted in writing to the following:
 - a. Certificated Personnel, Clerical Staff, and Aides to the appropriate immediate supervisor.
 - b. Custodial personnel to the Business Administrator.

4. The grievance shall specify the following:
 - 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/her dissatisfaction with decisions previously rendered.

The decision shall be communicated to the employee in writing within five (5) working days of receipt of the written grievance.

5. The employee, no later than five (5) working days after receipt of the written decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted as specified above in paragraph four (4) and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to all signatories of the grievance.
6. If the grievance is not resolved to the employee's satisfaction, the employee, not later than five (5) working 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 employee and render a decision in writing within thirty (30) 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 fifteen (15) calendar days of the date of receipt.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, and the aggrieved, with the agreement of the Association, wishes review by a third party, the Association shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
 - a. Any matter of which a method of review is prescribed by law or 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 by the Board alone.

- b. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed.

8. Procedure

- a. The following procedure will be used to secure the services of an arbitrator:
 1. A 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. The procedures of the Public Employment Relations Commission shall be followed with regard to the selection of the arbitrator.
- b. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He/She can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The nature of any arbitration shall be binding upon the parties.
- c. Rights of Employees to Representation
 1. Any aggrieved employee may be represented at all stages of the grievance procedure by a representative(s) selected by him/her or approved by the Association.
 2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at the first level, be notified that the grievance is in process. The Association shall also have the right to be present and present its position in writing at all hearing sessions at the Superintendent's level and beyond concerning the grievance and shall receive a copy of all decisions rendered. A copy of any written decision made in response to a written grievance shall be provided for the Association upon request, in accordance with the time limitations for transmission to the aggrieved party established in Article 3, Section B., Subsections 4., 5., 6., 7.
 3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.
- d. The parties shall be responsible for all costs incurred by each, and only fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

- e. In the event a grievance occurs which is beyond the authority of the person designated herein to adjudicate same, such grievance may, by mutual consent of the aggrieved party and the Board, be instituted directly with the Board of Education through the procedures set forth in the provisions of Article 3, Section B.6.
9. Any employee involved in any complaint issued by a parent, student or other person which is used in evaluating the employee shall be given the opportunity to respond to and/or rebut such complaint. Said complaint shall also be called to the attention of the employee and shall be promptly investigated.

ARTICLE 4 – RIGHTS OF THE PARTIES

A. Public Employee Rights

The Board and the Association will respect all employee rights and privileges as provided for in Chapter 123, N.J. Public Laws of 1974: (NJS 34:13A-1 et seq.)

B. Management Rights

Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws of 1974, the W.E.A. recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Wildwood City Schools to the extent authorized by law.

C. Rights of Unit Members

1. Whenever any unit member is required to appear before the Board of Education or any committee or representative or member thereof concerning any matter which could adversely affect the continuation of the unit member in his/her office, position or employment or the salary or any increments pertaining thereto then he/she shall be given twenty four (24) hours prior written notice of the reasons for such appearance. He/she shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
2. No unit member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include written reprimands, increment withholdings, or suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured unit member. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number

of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall generally be applied in a progressive manner, unless it is determined that due to the egregious nature of the offense(s) committed, or the repetitive or multiple nature of the offense(s) committed, immediate, more severe disciplinary action is warranted. All discipline shall be applied in a non-discriminatory fashion.

3. If the administration changes a student's grade, consultation with the teacher involved shall be held, if possible, prior to the grade change. If during the summer a consultation is not possible, written notification will be provided.

D. Certificated Personnel Facilities

1. The Board shall provide space in each classroom in which certificated personnel may store instructional materials and supplies.
2. For each school building, a certificated person's work area containing adequate equipment and supplies to aid in the preparation of instructional materials shall be provided and will include a copying machine, a computer and telephone, and all appropriate supplies and paper for said machines.
3. In addition to the aforementioned certificated person work area, an appropriately furnished room shall be reserved for the exclusive use of certificated personnel as a faculty lounge. Although these persons shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

E. Association Rights

1. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
2. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The principal may not withhold approval for use of the building except for good reasons.
3. 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 bargaining unit and to no other organizations.

4. In case of emergency, Association members shall have the right to utilize a telephone in the school office. In such event, the particular member of the Association shall reimburse the Board for his/her personal calls.
5. The Association shall have the right to utilize one copying machine for Association business subject to the following restrictions:
 - a. Prior approval of the Superintendent of Schools, or, in his/her absence, his/her designated agent, shall be obtained by the Association. The Superintendent or his/her agent aforesaid, shall have the right to withhold approval of any material he/she deems detrimental to the Board of Education or the Wildwood School System.
 - b. The Association shall supply its own paper when using the copier.
6. If the President of the Association is a high school teacher, he/she shall be assigned to hall duty for his/her supervisory period. At the discretion of the principal, or his/her designated agent, he/she may be released from hall duty to deal with Association business. The President of the Association shall also have a duty-free homeroom period.

If the President of the Association is an elementary school teacher, he/she shall be exempt from lunch duty. At the discretion of the principal, or his/her designated agent, he/she may be released from before and/or after school duty to deal with Association business.

In addition, the Association President may be released at the discretion of the Superintendent.

F. Clerical Rights

In the event that any member of the clerical staff shall be compelled by circumstances to make an executive decision during an emergency because of the absence from the building of the appropriate person in authority, the Board of Education agrees to support the said executive action of said member of the clerical staff, provided that said action is reasonably taken in good faith by the secretary involved.

G. Teacher in Charge – Glenwood Avenue School

1. The teacher in charge shall be designated by the principal on an as needed basis.
2. The teacher in charge shall be compensated at the rate of fifty dollars [\$50.00] per day when assigned. The daily rate may be pro-rated for less than a full day of service but shall not be less than fifty-percent of the rate [\$25.00].

ARTICLE 5 - SCHOOL CALENDAR

A. School Calendar for Certificated Personnel

1. The school calendar shall be as set forth in the annual Faculty Handbook that is presented to each teacher.
2. Prior to the submission of his/her recommendation of the school calendar to the Board, the Superintendent will consult with the Association to receive its recommendations. The President of the Association will receive a copy of said calendar within three (3) days after its adoption by the Board of Education.
3. The in-school work year for certificated and aide personnel employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.
 - a. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which certificated and aide attendance is required.
 - b. New personnel to the district or those returning to the district after resignation or leave without pay may be required to attend two (2) additional days of orientation.

B. Work Year for Non-Certificated Personnel

1. Clerical Personnel

- a. Between and including the Board designated opening day of school and the Board designated last day of school, all clerical personnel shall work on those days when certificated personnel work.
- b. Between the Board designated last day of school and the Board designated opening day of school, clerical personnel shall work Monday through Friday each week, but shall receive July 4th and Labor Day as paid holidays.
- c. Those clerical personnel not attending the annual NJEA or NJAEOP convention must work one (1) of the two (2) days of the convention or provide proof of attendance at scheduled convention activities.
- d. Clerical personnel not working under twelve (12) month contract shall work those clerical working days specified herein falling within their contractual work period.

2. Custodial Personnel

- a. The custodial calendar shall be structured by the Secretary of the Board of Education. The custodial staff shall have the following holidays off:

Christmas Eve
Christmas Day
Friday after Thanksgiving Day
Good Friday
Independence Day
Labor Day

Martin Luther King Day
Memorial Day
New Year's Eve
New Year's Day
President's Day
Thanksgiving Day

If any of these days occurs on the weekend, then each custodian shall be assigned an alternate day off, either the Friday before or Monday after the holiday, in the sole discretion of the Superintendent. The Superintendent may restrict a four-day weekend where dictated by the needs of the school. In such event, a different alternate day shall be assigned.

- b. In the event that a holiday falls on a weekend, as set forth in paragraph a. above, the Association may designate not less than fourteen (14) days in advance of said holiday, whether the holiday pay, as set forth in this paragraph will be paid on the actual holiday, occurring on the weekend, or on the substitute day, scheduled on Friday or Monday, by the Superintendent. The Board shall advise the Association of the proposed holiday or holidays no later than October first of that year.
 - c. In the event that any employee is called back to work on any holiday set forth in paragraph 2.a. above, he/she shall be compensated for the hours worked at the rate of one and one-half (1-1/2) times his/her straight time plus a replacement day off at a later time. Said replacement day shall be scheduled with the approval of the Superintendent, but in no event later than sixty (60) days from the date of the original holiday. At the employee's option, the employee may cash out the replacement day at his/her straight time rate. He/She shall receive no other compensation.
3. Aides' Work Year
- a. The work year for aides employed by the district shall be the same as the work year for teaching staff members (see Article 5:A above).
 - b. On early dismissal days, in-service days, or conference days, aides shall be paid for the actual hours that they are required to work.

ARTICLE 6 - CLERICAL AND CUSTODIAL VACATION

- A. Clerical and custodial personnel shall be entitled to annual vacation as follows:
1. First year personnel: one (1) working day for each full month of service (from date of hire) to a maximum of eight (8) working days. These days shall be allotted to the employee for use as of July 1st of the academic year following the date of hire.

Employees shall earn the following vacation allotments:

2. From July 1st of the first (1st) academic year of employment following the date of hire through June 30th of the second (2nd) academic year of employment - ten (10) working days.
 3. From July 1st of the third (3rd) academic year of employment through June 30th of the fifth (5th) academic year of employment – thirteen (13) working days.
 4. From July 1st of the sixth (6th) academic year of employment through June 30th of the tenth (10th) academic year of employment – fourteen (14) working days.
 5. From July 1st of the eleventh (11th) academic year of employment through June 30th of the fifteenth (15th) academic year of employment – seventeen (17) working days.
 6. From July 1st of the sixteenth (16th) academic year of employment – twenty (20) working days.
- B.
1. For the purpose of this article, all references to “annual” and other related terms shall mean a period commencing July 1 and ending the following June 30.
 2. All earned vacation time is credited to an employee as of July 1 of the academic year following the year in which it was earned.
- C. Clerical Vacation Scheduling
1. Vacation eligibility shall be determined as of July 1 of each year. Vacation time accumulated during the year preceding July 1 may not be used prior to June 30. Vacation scheduling is to be arranged with approval by the employee's immediate superior. Secretaries shall provide a minimum of three [3] days' notice for vacation requests of four [4] days or less and a minimum of two [2] weeks' notice for vacation requests of five [5] days or more. The taking of vacations is not to be limited to the summer period.
 2. Each secretary shall have the right to cash out up to five (5) vacation days annually at his/her per diem rate at the employee's option.

Effective July 1, 2017, employees may cash out two and one-half [2½] vacation days annually at his/her per diem rate at the employee's option.
 3. Earned vacation time shall normally be taken in the school year after it is earned. However, a secretary may elect not to take all of his/her vacation in one year, to a maximum of five (5) days, to be taken in the subsequent year along with his/her vacation for that year.

Effective July 1, 2017, employees may carry-over up to seven and one-half [7½] days, to be taken in the subsequent year along with his/her vacation for that year. Two and one-half [2½] of those days must be used by October 1st of the next school year or those two and one-half [2½] shall be forfeited.

D. Custodian Vacation Scheduling

1. Vacation requests shall be approved by the Business Administrator. Custodians shall provide a minimum of two [2] weeks' notice for all vacation requests.
2. No more than one (1) custodian per building may exercise his/her vacation rights on any one (1) day. It is the expressed intention of this paragraph that no more than one (1) custodian may be on vacation from each building on any one (1) day. During July and August up to two (2) custodians may exercise vacation rights on any one (1) day in the high school building only.
3. All conflicts with regard to scheduling of vacations shall be determined on the basis of seniority.
4. Earned vacation time shall normally be taken in the school year after it is earned. However, a custodian may elect to have his/her vacation prorated in order to take some of these vacation days during the year in which they are earned. Likewise, a custodian may elect not to take all of his/her vacation in one year, to a maximum of five (5) days, to be taken in the subsequent year along with his/her regular vacation for that year.

Effective July 1, 2017, employees may carry-over up to seven and one-half [7½] days, to be taken in the subsequent year along with his/her vacation for that year. Two and one-half [2½] of those days must be used by October 1st of the next school year or those two and one-half [2½] shall be forfeited.

5. Each custodian shall have the right to cash out up to five (5) days of earned vacation time annually at his/her per diem rate.

Effective July 1, 2017, employees may cash out two and one-half [2½] vacation days annually at his/her per diem rate at the employee's option.

ARTICLE 7 - WORK HOURS

A. Certificated Personnel

1. The normal in-school workday shall consist of not more than seven (7) hours and forty-five (45) minutes, which shall include a duty-free lunch period as guaranteed to teachers under Section A.7 of this Article.

2. No certificated person shall be required to report for duty earlier than fifteen (15) minutes before the start of homeroom/morning exercise except if required by the administrator pursuant to paragraph 9.c. of this provision. Each certificated person shall be permitted to leave thirty (30) minutes after the end of the designated school day. These thirty (30) minutes are to be used for tutoring students, curriculum development, or class preparation. On Fridays or days preceding holidays or vacation, the certificated person's normal school day shall end ten (10) minutes after the conclusion of the designated school day. Early release shall not occur on Professional Development days [full or shortened days]. A P.D. day shall not be scheduled on the last work day before Winter Break.

3. Certificated personnel are expected to maintain their usual professional responsibilities.

4. Teacher-Pupil Contact

a. Except as provided herein in paragraph 13. of this Article, high school teachers shall not be required to teach classes more than three hundred [300] minutes per day in six [6] classes, under our present scheduling system. High school teachers who are assigned the maximum number of instructional minutes in any one [1] day shall not be assigned more than one (1) period per day for supervisory duties.

Any high school teacher who is assigned less than three [300] hundred minutes of instruction in any one [1] day, may be assigned to supervisory duties for the number of minutes they teach less than the maximum. These duties are in addition to any other duties required by the contract.

b. Middle School teachers who are subject endorsed may be scheduled pursuant to § a. of this provision.

Middle School teachers who are elementary endorsed may be scheduled pursuant to § c. of this provision.

c. Elementary school teachers may be required to teach up to 315 minutes per day. Elementary school teachers may be assigned thirty (30) minutes per day to supervisory duty either before school or after school. Elementary school teachers may be assigned thirty (30) minutes cafeteria duty per day. No elementary teacher who is assigned the maximum number of instructional minutes in any one [1] day shall be assigned more than one (1) duty in any one (1) day.

Any elementary school teacher that is assigned less than three hundred fifteen [315] minutes of instruction in any one [1] day, may be assigned to supervisory duties for the number of minutes they teach less than the maximum. These duties are in addition to any other duties required by the contract.

- d. Teachers are expected to supervise their rooms and the hallways in the area of their homeroom before and after school. Teachers without homerooms may be assigned a general supervisory duty during that same time. Teachers of classes are generally expected to supervise the hall areas between classes.
5. Every effort shall be made to ensure that high school teachers shall not normally be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations. However, in no case shall a teacher, without his/her initiation, be required to teach more than three (3) subject titles over a continuing period, except when the number of courses offered by the department mandates otherwise, exclusive of activities and clubs (under our present scheduling system).
6. Organizational Pattern
 - a. Study halls should not be included in calculations concerning class size.
 - b. Certain special classes such as band, choir, and physical education may be excluded from computation of class size.
 - c. In labs, shops, typing, mechanical drawing, home economics, etc., where special facilities are designed for a certain number of students, each class shall be limited to the proper size for the facilities provided but not necessarily on a one-for-one basis.
7. Certificated personnel shall receive a daily duty-free lunch period of a length that is in compliance with State Law.
8. Faculty Meetings and Back-to School Night
 - a. The notice of an agenda for any meetings shall be given to the certificated personnel involved at least one (1) working day prior to the meeting, except in an emergency. Certificated personnel shall have the opportunity to suggest items for the agenda.
 - b. Except in an emergency, all faculty meetings will be terminated no later than one (1) hour after the close of the normal school day. In the event that more than four (4) total faculty meetings in a normal month are necessary, the school day shall be shortened for the additional meetings so that the entire length of the meeting would be encompassed within the normal school day.
 - c. Certificated personnel shall be required to attend Back-to-School Night with no additional compensation.
 - d. Certificated personnel shall be required to attend all daytime and two [2] evening Parent Conferences, as scheduled administratively, without additional compensation.

9. Prep Time

- a. High school teachers shall, in addition to their lunch period, have daily preparation time of at least one class period in length except as provided herein. During that period, high school teachers shall not be assigned to any other duties. This period shall be used for purposes directly related to the instructional program: planning, tutoring, etc., at the teacher's option. High school teachers with laboratory subjects and high school teachers of the fine and practical arts shall not be entitled to one (1) preparation period per day but shall be entitled to a total of five (5) preparation periods per week.
- b. Middle School subject, elementary, or otherwise endorsed teachers shall have a minimum of daily preparation time equal to forty [40] minutes.

Academic core teachers [science, social studies, math, and language arts] may also have a daily team planning period at the discretion of the administration. Team planning periods shall only remain in effect as long as the district utilizes a middle school structure.

- c. Elementary school teachers shall be entitled to five (5) preparation periods per week. These periods shall be used for purposes directly related to the instructional program: planning, tutoring, etc., at the teacher's option. The length of the period shall be defined by the schedule depending upon the time of day in which the period occurs. The elementary principal may, at his/her sole option, utilize elementary school teachers for any appropriate purpose related to the education process or the functioning of the school during any non-instructional period other than the five (5) preparation periods specified herein.

In the event that the schedule cannot afford any teacher five (5) full periods per week, the elementary school principal may, in his/her sole discretion, schedule said teacher to attend school up to ten (10) minutes in advance of the opening of school to commence his or her preparation period. In such event, that teacher shall be permitted to depart the school up to ten (10) minutes early on that day.

- d. The practice of using a regular teacher as a substitute, thereby depriving him or her of his or her preparation period, shall be discouraged. If such coverage is absolutely necessary, it shall be arranged by the principal of the school in question and shall be distributed equally among the teachers in that school. Teachers shall be paid for each class that he/she serves as a substitute as follows:

2015- 2016	\$30.00 per class
2016- 2017	\$30.60 per class
2017- 2018	\$31.20 per class

If a teacher provides coverage for half, or less than half of the class, he/she shall be paid one-half of the amount paid for covering a whole class.

e.1. If the ICS teacher is absent, the regular classroom teacher will not be paid any additional monies regardless of whether a substitute is present or not for the absent ICS teacher.

10. Participation by certificated personnel in field trips which extend beyond the teacher's in-school workday or overnight or weekend trips shall be voluntary.
11. No personnel shall be requested or ordered to transport students in their own vehicle.
12. If any certificated person is required by the administration to obtain a license qualifying him/her to operate a State-approved "small vehicle" used to transport school children, the Board will pay all fees attendant to the acquisition thereof. This paragraph shall not apply to any certificated personnel utilizing such a license in conjunction with duties set forth in Schedule G of this Agreement.

13. Detention Pay

A teacher who supervises the District's Detention Session, shall be compensated at the same rate of pay as outlined in § 9d of this article with each hour of detention duty receiving the same rate of pay as a class coverage. Half [$\frac{1}{2}$] hours will be paid at one-half [$\frac{1}{2}$] the per class rate.

B. Athletic Trainer

1. Compensation:
Compensation for this position will be based on the teacher salary guide as it pertains to the individual's degree and experience, plus an additional 1/10th of salary [fully pensionable]. This compensation will be paid during the September through June time frame on the same payroll schedule as all other 10 month employees.
2. Work Year:
The work year will extend from the first day of practice in August as authorized by the NJSIAA through the last scheduled sporting event in June. The work year is based on 220 days per year or 1,760 hours per year.
3. The workday and work week will be scheduled by the HS Principal and/or the Athletic Director.
4. The parties acknowledge that if the Board exercises its right to make this a part-time position, the salary will be pro-rated accordingly.

C. Clerical Personnel

1. The work day shall consist of eight (8) hours including a sixty (60) minute uninterrupted lunch hour.

2. The eight (8) hour workday for each secretary shall be arranged with the building principal between the hours of 7:00 a.m. and 5:00 p.m.
3. The assignment of a secretary shall be designated at the beginning of the school year and said shall remain in effect for the entire year except by mutual consent of the parties.
4. Summer work hours of 8:30 a.m. to 3:00 p.m. including sixty (60) minutes uninterrupted lunch hour, will take effect two [2] days after the last teacher day and will remain in effect until three [3] days before the first day of school in September; provided, however, that between the hours listed above all offices having more than one (1) secretary shall be covered continuously between the hours stated herein
5. One uninterrupted coffee break of fifteen (15) minutes each morning per day standardized and mutually agreed upon by the employee and the building principal.
6. The workday for secretaries shall conclude one-half (1/2) hour earlier than their weekday schedule on each Friday of the school year, with the approval of the building principal. Early release shall not occur on Professional Development days [full or shortened days]. A P.D. day shall not be scheduled on the last work day before Winter Break. This provision does not apply during summer hours
7. Permanent part-time personnel shall receive an unpaid lunch of not less than thirty (30) minutes provided they are scheduled to work more than five (5) hours.
8. School closings for inclement weather shall include secretaries.
9. During times of inclement weather that pose serious safety considerations, secretaries may be excused from work early with the permission of the Superintendent of Schools.
10. Compensatory Time
 - a. Secretaries who work over-time hours with the prior permission of the Business Administrator shall be compensated at the rate of time and one-half for all such hours worked. Overtime shall be considered hours beyond eight (8) in any one day, or hours worked outside the normal work week.
 - b. Secretaries on twelve (12) month contracts shall work all of the Board-approved certificated personnel calendar days. The Board shall have the right to require one (1) secretary to be on duty during all days on which an administrator is working, and the school is closed during the school year (summer excluded). Such time shall be compensated at time and one-half for all hours worked.

D. Custodial Personnel

1. Custodians shall be assigned eight (8) hour shifts according to the needs of the system. The total workday shall be eight and one-quarter hours (8 ¼). Effective July 1, 1994, the full-time Custodial work week may be scheduled Monday through Friday, Tuesday through Saturday, or Sunday through Thursday. Custodial employees hired prior to December 31, 1993 shall not be required to work the Tuesday through Saturday or the Sunday through Thursday work weeks. Said employees may volunteer for said shifts should they desire to do so. The workday on Saturday and/or Sunday shall be a 9:00 a.m. to 5:00 p.m. workday. Overtime rates shall not be paid to employees for Saturday or Sunday if said days are part of their regularly scheduled work week.

Custodians shall call the District Sub-finder system to report an absence.

2. a. Custodians may leave the building during their thirty (30) minute lunch break which shall be scheduled within the workday outlined in C.1. above. If any custodian is required to remain in the building during his/her full lunch break by the administration, he/she shall be entitled to fifteen (15) minutes of additional pay, which may be overtime, as appropriate.
- b. Custodians shall have two (2) fifteen (15) minute breaks during their regular shift.

3. Call-Back Pay

- a. Each employee shall receive a minimum of two [2] hours' pay at the rate of time and one-half when compelled to return to work for scheduled call-back. For purposes of this agreement, "scheduled call-back" shall mean any required return to work posted no later than thirty (30) minutes subsequent to the commencement of the shift on or before the date of said call-back.

"Watchman" duty shall be compensated at a minimum of two [2] hours at the rate of one and one-half times [1.5x] the employee's regular rate of pay.

- b. Each employee shall receive a minimum of four (4) hours' pay at time and one-half for unscheduled call-back. For purposes of this Agreement, "unscheduled call-back" shall mean any required return to work by the employee of which he/she was not apprised on or before the first thirty (30) minutes of his/her shift on the date in question.

4. Overtime Pay

Custodian personnel shall be compensated at the rate of one and one-half times (1-1/2) the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The lunch period shall not be included as part of the eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one-half (1/2) hour

units, fractional portions being counted as a full one-half (1/2) hour. No payment shall be made for initial periods of less than fifteen (15) minutes.

5. Each Custodian called upon to work the late night shift (10:45 p.m. to 7:00 a.m. or 11:00 p.m. to 7:15 a.m.) shall be paid an additional shift differential of ten percent (10%) of his/her hourly rate for said shift.

E. Aide Personnel

1. The workday for full-time aides employed by the district shall be seven (7) hours and forty-five (45) minutes per day inclusive of a thirty (30) minute lunch and two (2) fifteen (15) minute breaks.
2. Aides who obtain and maintain a valid County Substitute Certificate will be paid an additional thirty dollars [\$30.00] per day when assigned by the administration to substitute for a professional staff member for three [3] or more periods in a school day. The periods need not be consecutive.
3. Any employee assigned to translation [bi-lingual need] will receive compensatory time during the work day if his/her lunch period is infringed upon. Should an employee be required to work outside his/her regular work day, he/she shall be compensated at the rate of thirty dollars [\$30.00] for 2015-2015; \$30.60 for 2016-2017; and \$31.20 for 2017-2018, per hour pro-rated for actual time worked.

F. In-School Suspension Proctor

1. The parties recognize that this is a non-tenurable support staff position regardless of any certification held by the employee.
2. The workday for this position shall be seven hours and forty-five minutes [7 hours and 45 minutes] inclusive of a thirty [30] minute lunch and two [2] fifteen [15] minute breaks.
3. The work year for this position is one hundred eighty five [185] days.
4. This position shall be eligible for health benefits pursuant to this contract and shall be subject to the contribution provisions of this agreement.
5. This position shall be eligible for sick leave and temporary leave pursuant to the provisions for aides in this agreement.

ARTICLE 8 - EMPLOYMENT PROCEDURES

A. Staff Vacancies

1. Whenever a staff vacancy occurs or when a new position is created, a notice shall be posted on the appropriate bulletin board in each building for a minimum of ten (10) calendar days when possible stating that the vacancy exists. Persons interested in being considered for any posted staff vacancy shall file a written request with the Superintendent. Vacancies occurring from June 15 to August 31 shall be brought to the attention of the Association by the Board's mailing a hard copy notice of the vacancy to the President of the Association, at his/her legal domicile.
2. Notice of appointments to positions shall be posted as soon as practical after the appointments are made.
3. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with persons not presently employed in the system.

B. Certificated personnel with previous teaching staff experience in the Wildwood School System may, upon returning to the system, receive full credit on the salary schedule for all outside experience, alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work, or time spent on a Fulbright scholarship. Military experience shall be granted up to four (4) years.

C. Previously accumulated unused sick leave days will be restored to all returning certificated personnel in accordance with the provisions of B. above.

D. Certificated personnel shall be notified of their contract and salary status for the ensuing year according to law, and all non-tenured certificated personnel shall notify the Board of their intention to return no later than June 1.

E. Certificated Personnel Assignment

1. All certificated personnel shall be advised, in writing, of their tentative teaching schedule, grade and/or subject assignments and building assignments not later than June 15. The certificated person will be notified in writing of any change of such assignments as soon as possible.

Certificated personnel who desire a change in grade, subject, or building assignments will notify the principal and Superintendent in writing. Such request will be evaluated prior to consideration of the hiring of new staff, if a vacancy exists. Nothing in this Article shall prevent administrative assignment or transfers in the best interest of the School District.

F. Termination of Contracts

1. The dismissal of any tenured certificated person shall be in accordance with the statutes of the State of New Jersey and the rules and regulations of the New Jersey State Board of Education, covering such dismissals.
2. Non-Tenured
 - a. Contracts of non-tenured certificated personnel shall contain provisions by which either the certificated person or the Board may terminate the contract on sixty-days' (60) notice to the other party, or sooner if mutually agreed between the certificated person and the Board.
 - b. Any non-tenured certificated person who receives notice that his or her employment with the Board is to be terminated shall be entitled to receive a written statement of the reason or reasons for such termination of employment no later than thirty (30) calendar days after submitting a written request for such a statement. Such written request must be received by the Board no later than fifteen (15) calendar days after the transmittal of the notice of termination of employment to the said staff member.

Any non-tenured certificated person who has received notice of termination of employment and who has requested and received a statement of the Board's reason or reasons for said termination of employment may, not later than ten (10) calendar days after receipt of the Board's statement, submit a written request to meet and confer with the Board with regard to the said termination of employment. Such a meeting shall take place with the Board or an authorized committee of the Board no later than thirty (30) calendar days after the receipt of such request by the Board.
 - c. The conduct and proceedings of such a meeting shall be informal and advisory only, and shall not obligate the Board in any way. The non-tenured certificated person shall be permitted to be accompanied by a representative of the Association at such a meeting.
3. Any clerical person who is resigning from his or her position shall be required to give thirty (30) days' notice. The Board will consider releasing that person prior to thirty (30) days' notice if a suitable replacement is found.
4. In case of a reduction-in-force of secretarial staff, when secretarial skills are otherwise equal as recorded in the staff member's evaluations, seniority in a specific job classification, i.e. secretary to the principal or secretary, shall be implemented.

ARTICLE 9 - SALARIES

A. Employees shall be paid during the term of this Agreement in accordance with the following schedules:

- | | | |
|----|------------------------------|------------|
| 1. | Certificated Personnel | Schedule A |
| 2. | Clerical Personnel | Schedule B |
| 3. | Custodial Personnel | Schedule C |
| 4. | Teacher Aides | Schedule D |
| 5. | In-School Suspension Proctor | Schedule E |

B. Increments

1. Certificated Personnel Increments

- a. Upon return from leave granted pursuant to Article 14, Sections A., B., or C., a certificated person 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 he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count towards the fulfillment of the time requirements for acquiring tenure. A certificated person shall not receive increment credit for time spent on a leave granted pursuant to Section D. of Article 14, nor shall such time count toward fulfillment of time requirements for acquiring tenure.
- b. Certificated personnel shall be eligible for and/or entitled to incremental increases on July 1.

2. Clerical Increments

- a. Annual increments for clerical personnel and clerical aides shall be granted or withheld according to law. Increments shall be withheld only for just cause.
- b. Clerical personnel and clerical aides shall receive incremental increases on July 1, except as provided above.
- c. The secretary to a principal shall receive a stipend for the additional duties associated with the position.

2015- 2016	\$1,500
2016- 2017	\$1,532
2017- 2018	\$1,564

The stipend for the principal's secretary shall be a yearly stipend which may be pro-rated for service of less than a full academic year. It is understood and agreed to by the parties that should a secretarial staff member not be re-assigned as a principal's secretary, or be removed from such a position during the course of an academic year, compensation for the additional work shall be discontinued and he/she shall be entitled only to the appropriate guide salary. Such a salary change shall not be considered a reduction pursuant to N.J.S.A. 18A:17-2.

3. Custodial Increments

- a. All increments shall be based on satisfactory service and only granted upon recommendations of the Superintendent.
- b. Each custodian shall receive and sign a copy of any evaluation report within five (5) school days of the filing of said evaluations. The custodian's signature will indicate only knowledge of the contents of the report, not agreement with the contents. No custodian may be required to sign a blank form.
- c. Any custodian may, after receiving an evaluation report, request a conference with the evaluator. In such event, the conference will take place within five (5) working days of said request. In such event, the custodian may have a representative from the collective bargaining unit present. If such a representative is present, the School Business Administrator shall be present at the conference.
- d. Custodial personnel shall receive incremental increases in salary on July 1 except as provided above.

4. Aide Increments

Aide personnel shall receive incremental increases on July 1st. Increments shall be withheld only for just cause.

5. Certificated and non-certificated staff must be in an employment relationship for the following number of work days during a work year to qualify for normal incremental advancement on a guide:

10 month personnel	-	95 days
12 month personnel	-	125 days

C. Hiring

1. Certificated Personnel

The salaries of newly hired certificated personnel shall be based on training and experience.

2. Clerical Personnel

The Superintendent of Schools, with Board of Education approval, may grant credit for prior clerical experience for employees new to the Wildwood Public Schools.

3. Custodial Personnel

New employees may be employed at the minimum wage as established by the State of New Jersey for a two (2) month trial period before being placed on the custodial salary scale.

D. Attendance of Child of Bargaining Unit Member in the Wildwood Schools

1. The members of the bargaining unit are permitted to have their children attend the Wildwood City Public School system even though that member is not a resident of the City of Wildwood, so long as:
 - a. The attendance by a child or children of a non-resident member of the bargaining unit shall be limited to attendance in regular classes. If, however, the child or children of the members of the bargaining unit shall require special pupil costs, and/or Child Study Team Services, that cost shall be borne by the parent-member of the bargaining unit.
 - b. There is room for the child or children of a non-resident member of the bargaining unit without undue crowding in the respective class programs.
 - c. The child is not an academic, social or discipline problem as determined by the Superintendent after consulting with administration and/or the Child Study Team.
 - c. The child's attendance does not interfere in any way with the performance of the member of the bargaining unit.

ARTICLE 10 - EXTRA-CURRICULAR COMPENSATION

- A. The Board recognizes that the certificated personnel contribute considerably to the extra-curricular program through participation in the in-school club program and other extra duties, which invariably require additional amounts of a person's time, even though actual meetings may be scheduled during the school day.
- B. Procedures
1. Certificated personnel will be able to apply for these positions as listed prior to the Superintendent's recommendation to the Board. As soon as the Board has taken action, each successful applicant shall be notified in writing. A contract will be issued to the successful applicant, to be returned to the Board Office within fifteen (15) days.
 2. The Board agrees that it will make every effort to notify all applicants for positions as sponsors of extra-curricular activities at least thirty (30) days prior to the date the sponsor shall assume his/her responsibilities.
 3. Activities which receive compensation shall be voluntary, unless there are no volunteers or applicants. Prior to involuntary assignments, all persons eligible shall again be asked to volunteer.
- C. Compensation
1. Accordingly, the Board recognizes that certificated personnel should be fairly compensated for all other activities in which they participate in excess of those hours of attendance specified in Article 7.
 2. Compensation for certificated personnel assuming extra-curricular activities shall be paid in accordance with the provision of Schedule "F" which is attached hereto and made a part hereof.
 - a. The stipend for any Board-initiated activity not covered in Schedule E, shall be negotiated with the WEA at the time of its inception.
 3. Supervision at dances, concerts, float-building, dramatic events, fashion shows, play-days, and similar assignments shall be remunerated at \$7.50 for 2015-2015; \$7.70 for 2016-2017; and \$7.90 for 2017-2018 per total session of at least ninety (90) minutes after one administratively required such assignment (in writing) or two voluntary such assignments subject to the conditions indicated below:
 - a. Certificated personnel shall not receive compensation for those activities that are a part of a job for which they are already compensated or P.T.A. meetings.
 - b. Compensation for supervision or other activities at athletic events is not considered in this section.

- c. Certificated personnel shall have the opportunity to volunteer for the duties indicated above, except that the school principal has the option to appoint someone who has not performed such duty for the first time in a school year. The principal also has the option of appointing someone if there are no volunteers. Involuntary assignments shall be made in such a way as to equitably distribute participation in these activities among the certificated personnel.
 - d. Baccalaureate services supervision shall be voluntary except for those staff members who have to fulfill their supervisory duties as stipulated above in C. 3.
 - e. An individual coaching two (2) concurrent sports during the same season will be paid one full stipend and one-half (1/2) of the other stipend.
 - f. The Board of Education may place applicants with previous out-of-district experience on an appropriate step of the Extracurricular Stipend Index Scale.
- D. In determining the appropriate compensation (financial worth) of an extracurricular activity, the Board of Education shall consider the following factors.
1. The amount of time required for the activity. This time is not to include time spent on extracurricular positions during the regular school day since the employee is already being compensated for those hours.
 2. The responsibilities inherent in the position that are needed to complete the job.
 3. Any combination of released classroom or duty time that is proposed with an extracurricular activity.
 4. Any time there is a significant change in the requirements for an existing extracurricular position, a stipend classification adjustment may be considered.
 5. Any proposed stipend changes shall be negotiated with the majority representative.
- E. All extracurricular activities will be observed on a continuing basis by members of the Administration. All those individuals who hold extracurricular positions will be evaluated when the responsibilities of their positions are completed. Based on the evaluation, the Supervisor will recommend:
- a. that the position holder be recommended to be rehired upon application and the person will move to the next step on the Extracurricular Stipend Index Scale
 - b. that the position holder will be recommended for rehire with assurances that specific changes be made to improve job performance as documented in the written evaluation, with no progression possible on the Extracurricular Stipend Index Scale

- c. that the position holder will not be recommended for the extracurricular position for the following year.

ARTICLE 11 - EVALUATION

A. Observation--Certificated Personnel

1. All evaluations and formal observations of the work performance of a certificated person shall be done with the full knowledge of the certificated person.
 2. All observations and evaluations of certificated personnel shall be done by supervisory-certificated personnel.
 3. Class Observation
 - a. All certificated staff shall be observed and evaluated according to law.
 - b. Within five [5] work days of a classroom observation, the staff member shall meet with his/her evaluator to hold an observation conference. The purpose of this conference is for the evaluator and staff member to mutually discuss the lesson that was observed.
 - c. Within ten [10] work days of the observation conference, the staff member shall receive a copy of the written evaluation for signature.
 - d. The certificated person's signature will indicate only knowledge of the contents of the report, not agreement with the content. No certificated person may be required to sign a blank form.
 - e. Should the certificated staff member wish to have a rebuttal attached to an evaluation, he/she shall submit said document to the evaluator within ten (10) work days of receipt of the written evaluation. Said rebuttal shall become part of the evaluation document.
 4. The basic purpose of evaluation is to improve instruction. Specific suggestions should be made and an opportunity provided for improvement, with follow-up visits made.
 5. A certificated person may request a formal observation from an appropriate supervisor.
 6. Supervisory personnel shall observe and evaluate all extracurricular and athletic stipend positions.
- B. Material which is derogatory to an employee's conduct, service or character may not be placed in the employee's personal file unless the employee has had an opportunity to review the material,

other than recommendations from outside the district. The employee shall acknowledge that he/she 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 indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- C. The written materials, information, and data as contained in Section A. and B. of this Article shall be maintained in the administrative offices of the Board and shall be utilized as part of the evaluation process. A designated committee of members of the Wildwood Education Association may review the evaluation form to be utilized during the school year during the first week of each school year covered by this Agreement.

ARTICLE 12 - SICK LEAVE

- A. Employees shall be entitled to sick leave as follows:

1. Certificated Personnel – 10 days

2. Clerical Personnel

12 Month Employee – 12 days

10 Month Employee – 10 days

Permanent part-time clerical personnel shall receive prorated leave based upon normal work hours.

3. Custodial Personnel – 12 days

4. Aide Personnel – 10 days

- B. Terminal Leave

1. Upon commencement of the receipt of pension benefits under T.P.A.F. or P.E.R.S., whichever is applicable, each employee covered by this Agreement shall be eligible for payment for unused sick leave pursuant to the following:

2. Employees who retire under T.P.A.F. or P.E.R.S. and commence receiving pension benefits, shall be eligible for payment for unused sick leave according to the following:

- a. the employee must have completed fifteen (15) years of service in the Wildwood City Schools.

- b. the employee, to qualify for payment for unused sick leave, must have accumulated a minimum of seventy-five (75) days of sick leave.
- c. the employee shall be reimbursed for unused sick leave according to the following schedule:
 - 1. for an accumulation of less than seventy-five (75) days, no reimbursement.
 - 2. for an accumulation of seventy-five (75) up to ninety-nine (99) days, fifty dollars [\$50.00] per day.
 - 3. for an accumulation of one hundred (100) days and above, sixty dollars [\$60.00] per day.
 - 4. the maximum accumulation shall be two hundred (200) days.
- d. payments shall be made to a 403b plan in the employee's name according to the following schedule:
 - 1. employees who retire by December 31st of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the first pay in July
 - 2. said employees shall receive the second one-half (1/2) payment on the first pay in January of the calendar year following actual retirement
 - 3. employees who retire by June 30th of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the first pay in January
 - 4. said employees shall receive the second one-half (1/2) payment on the first pay in July of the academic year following actual retirement
- e. should an employee die after having submitted a letter of retirement, payment for unused sick leave shall be made to the estate of the employee.

For budgetary purposes, any employee who is considering retirement should notify the Board Secretary at least one [1] calendar year prior to the date on which the employee may retire. This notification is to provide the Board with the ability to appropriately budget any terminal leave payment that may be due. Failure to so notify the Board may result in a six [6] month delay in terminal leave payments pursuant to the schedule in d. above.

C. Miscellaneous Provisions

- 1. Each employee shall be entitled to 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.

2. Non-certificated staff members who exhaust all accumulated sick leave and who need to continue on unpaid leave, may use all personal leave and/or accumulated vacation days prior to being in an unpaid status for the continued leave.

The continued leave must be contiguous to the original leave and must be supported by medical verification as directly related to the prior illness.

D. Absences

Except in unusual circumstances, certificated staff, secretaries and aides must call their principal or designee by 6:15 a.m. on the day they are to be absent. Custodial personnel must call in two (2) hours prior to start time. All employees may call in the night before the day they are to be absent.

E. Provision for Certificated Staff – Emergent Leave

Teachers who, for unforeseen emergency reasons, are unable to report to work in time for the start of the workday must inform the administration as soon as practicable after the emergency arises. The employee must provide the administration with a complete reason, in writing, for the inability to arrive at work on time in order to receive administrative consideration for approval for the lateness.

Teachers who must leave work during the course of a workday or who must leave work before the end of the workday (as outlined in Article 7:A.1) for emergency reasons ONLY must confer with, and provide a written reason, and receive prior administrative approval for any missed time.

Time missed before, during or after the regular work day will be charged according to the following:

- a. Missed work time of up to one hundred (100) minutes of the workday will result in the teacher not being charged for the missed time.
- b. If a teacher misses more than one hundred (100) minutes up to two hundred forty (240) minutes, he/she shall be charged one-half (1/2) day of absence.
- c. If a teacher misses more than two hundred forty (240) minutes, he/she shall be charged one (1) full day of absence.
- d. All minutes shall be calculated based upon the starting and ending time of the teacher's workday.
- e. Unforeseen emergency reasons before, during or after the regular work day do not include personal or family business or regularly scheduled personal or family appointments that can be arranged at times outside the regular workday which may be applied for under Article 13:C.

ARTICLE 13 - TEMPORARY LEAVES OF ABSENCE

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

	BEREAVEMENT		PERSONAL
	<u>1st Degree</u>	<u>2nd Degree</u>	
	<u>(B1a)</u>	<u>(B1b)</u>	<u>(C)</u>
Certificated	5 days	2 days	3 days
Clerical	5 days	2 days	3 days
Custodial	5 days	2 days	4 days
Aides	5 days	2 days	3 days

Permanent part-time clerical personnel shall receive prorated leave based upon normal work hours.

B. Bereavement Leave

1. Definition

- a. First degree bereavement means the death of spouse, parent, child, step-child, sibling, parent-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- b. Second degree bereavement means the death of uncle, aunt, nephew, niece, cousin, brother/sister-in-law, or other person residing with the employee's family.

2. Each employee shall be entitled to full bereavement leave as specified herein for each individual death.
3. An employee may request leave under Article 13:B.1.a. for a domestic partner. In requesting such leave, the employee must provide the Superintendent with a copy of a "Certificate of Domestic Partnership" issued by the State of New Jersey pursuant to P.L. 2003, Chapter 246.
4. Bereavement leave, as outlined in B.1.a & b. and B.3 of this provision will only be granted within fourteen [14] calendar days of the actual death of the member's relative as defined.

C. Personal Leave

1. Personal leave shall mean absence from school with pay for legal, family, or personal business which shall be approved by the Superintendent. Custodial staff personal days shall be approved by the Business Administrator.

2. Personal leaves will not be granted three (3) days before or three (3) days after a holiday period or three (3) days before or three (3) days after the opening of school for the year, except in extraordinary circumstances with the written consent of the Superintendent.

Written request for personal leave shall be filed with the Superintendent of Schools at least three (3) days in advance, except in emergencies. Such request shall state the reason and also that such business cannot be transacted at times other than during school hours. Should the reason for the request be a delicate and extremely personal matter, the employee may indicate this on his/her request form and request an appointment with an administrator to discuss it, rather than describing the reason on the form. A denial of personal leave by the Superintendent for the period three (3) days before or three (3) days after a holiday period, or three (3) days before or three (3) days after the opening of school for the year shall not be arbitrable under the provisions of Article 3 (Grievance Procedure) of this Agreement.

3. In case of absence from school by a staff member by reason of a subpoena for court appearance, no deduction in salary shall be made for such absence up to two (2) days annually, unless school-connected, when such limit shall not apply.

If, in the determination of the Superintendent, an employee who is not under subpoena for court appearance warrants up to two (2) days annually, such leave may be granted. The decision of the Superintendent is not subject to the grievance procedure provided for in this Agreement.

4. Up to five (5) days for an employee for the purpose of marriage and honeymoon **three [3]** days of which will be considered personal leave with no deduction and the remaining days to be with full deduction.

- D. Each employee shall annually be credited with all unused personal leave, as specified in Article 10 A. above, to his/her accumulated sick leave.
- E. The Board may, upon proper application and for good cause shown, grant an employee a temporary leave of absence with pay for a grave personal emergency.

ARTICLE 14 - EXTENDED LEAVES OF ABSENCE FOR CERTIFICATED AND NON-CERTIFICATED PERSONNEL

- A. A leave of absence without pay of up to two (2) years may be granted to any tenured certificated person who joins or participates in any of the following:
 1. The Peace Corps
 2. VISTA
 3. The National Teacher Corps
 4. Exchange or overseas teacher
 5. Fulbright Scholarship

- B. A tenured certificated person shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. Military leave shall be granted in accordance with state and federal law.
- D. Maternity Leave
1. No employee may be removed from her teaching position or other duties based solely on the fact of pregnancy or a specific number of months of pregnancy.
 2. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 3. Employees should apply for all disability/child rearing leaves no later than six [6] months prior to the expected date of birth.
 - a. Maternity leave disability phase shall be governed by the presumptive period of disability: twenty [20] work days prior to the date of the birth of the child and twenty [20] work days subsequent to the birth of the child. The employee shall be eligible to use accumulated sick leave during this period of leave which shall run concurrent with FMLA/FLA leave.
 - b. For the period subsequent to the conclusion of the disability phase of maternity leave, all personnel may apply to the Board for a Child Rearing Leave of Absence without pay and shall be granted leave for a period of up to the recognized FLA or FMLA entitlement under law. The Board shall provide health benefits pursuant to law during this period of leave.
 - c. Once an employee's FLA or FMLA leave entitlement has been exhausted, the employee may request an extended unpaid leave of absence for child rearing purposes. The return date from any leave granted shall correspond with natural breaks in the school year; e.g. the end of a marking period or the end of a semester.
 - d. Any leaves requested under § c. may be granted at the sole discretion of the Board of Education. The Board shall not be responsible for providing health benefits during such leave. Employee's may purchase their benefits pursuant to C.O.B.R.A. legislation.
 - e. Employees on an approved leave of absence must notify the Board, in writing, no later than thirty (30) days prior to the end of the leave of their intent to return to work on the date the leave ends.
 3. With the approval of the Board of Education, the Superintendent of Schools may direct commencement of such leave if:
 - a. His/Her teaching performance or employment performance has declined.

- b. Medical certification of fitness is not produced.
 - c. Other just cause related to this condition.
4. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of the adoption.
- E. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

F. Sabbatical Leave

A sabbatical leave of absence shall be for the purpose of professional improvement which will benefit the school system. A certificated person 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. Study shall mean full-time study involving course work of at least twelve (12) credit hours per semester or nine (9) 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 certificated person's background, this may be included up to a maximum of six (6) credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent.

1. Travel shall mean a visitation program within the United States or abroad for the purpose of studying other environments or cultures.
2. In the event of failure to successfully complete any part of all the program, it will be incumbent on the person to complete the same equivalent courses on his/her own time at his/her own expense within one year. If failure to complete this program results from long term illness, the person will not be required to complete the program and may choose to use his/her 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.
3. The salary granted to a certificated person on sabbatical leave shall be fifty percent (50%) of the salary to which he/she would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be twenty-five percent (25%) of that salary to which he/she 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 teacher. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
4. As a condition to such leave, the certificated person shall enter into a contract to continue in the service of Wildwood Public Schools for a period of at least two (2) years after expiration of the leave of absence. Failing to so continue in service, the certificated person

shall repay to the Wildwood Board of Education the amount equal to the sum paid to him/her while he/she was on sabbatical leave, unless the certificated person is incapacitated or has been discharged or if he/she is relieved of such obligations upon recommendation of the Superintendent and approval of the Board.

5. Application 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 25, the Superintendent will forward all such applications to the appropriate committee of the Board of Education.
6. Not more than one sabbatical leave shall be granted in any one year, and it is understood that the Board has the right to deny the sabbatical leave privilege to all applicants 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. The successful applicant receiving the sabbatical leave shall submit to the Board written verification of acceptance as a candidate in a 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.
7. Disruptive effect on the school program, past performance of the candidate, and the degree of 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 5.
8. Courses taken while on sabbatical leave shall not be reimbursable as per Article 15.
9. 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 (30) days after return to service.
10. Upon return from sabbatical leave, a certificated person shall receive one year's experience credit on the current salary guide, for his/her year on leave. The certificated person will be entitled to return to the position he/she left. (All benefits to which this person was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.) It is expressly agreed that no sick leave shall be accumulated by the certificated person on sabbatical during his/her year on leave.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Certificated Personnel

1. a. The Board agrees to pay the full cost of reasonable expenses (including fees, meals, lodging, and transportation: an amount per mile allowed as a business deduction by the State OMB Regulations as of September 1st of each year in which the contract is in effect) incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions which a certificated person is requested to take by the Superintendent, in writing.
- b. The Board agrees to reimburse graduate level tuition, including required general fees, (not books, parking fees, or transportation costs) for coursework taken by a certificated staff member pursuant to the following provisions.
2. The Board recognizes the value of certificated personnel remaining up-to-date and agrees to reimburse them for cost of continuing education as follows:
 - a. All course work requires prior approval of the Superintendent of Schools. These courses are directed to the improvement of instruction in the certificated person's field or such others as approved by the Superintendent.
 - b. Tuition reimbursement is only available to staff members who have acquired tenure within the District.
 - c. Upon presentation of an official transcript reflecting a grade of B or higher, the entire tuition cost of up to nine [9] credits shall be reimbursed annually to the staff member.
 - d. The maximum expenditure to the Board of Education for any one certificated staff members graduate credit reimbursement in any one school year shall be capped at the per credit rate for Rutgers graduate credit tuition.

For example: if a graduate credit at Rutgers is \$279 and three (3) graduate credits at Rutgers costs \$837, an employee can be reimbursed up to that amount for a three credit course s/he takes at another university. The employee cannot receive reimbursement for more than the Rutgers rate. Should an employee take credits at a college or university whose tuition rate is less than the Rutgers rate, he/she may receive reimbursement up to the actual tuition paid.

The Rutgers rate times nine [9] credits does not create an aggregate amount for each employee, the Rutgers per credit rate creates the maximum an individual can receive for each credit taken to a maximum nine [9].

- e. The Board of Education agrees to reimburse teachers for tuition costs as follows:

- i. The maximum expenditure by the Board of Education for tuition reimbursement in any one school year shall be capped at \$60,000.
 - ii. The cap amount shall be divided into two [2] equal portions for two [2] semesters during the school year:
 - semester 1: July through December
 - semester 2: January through June
 - iii. The Superintendent shall utilize the following priorities with respect to the approval of tuition requests:
 - 1st Priority: tenured staff in a degree program or in a certificate program of immediate benefit to the District.
 - 2nd Priority: tenured staff in non-degree, professional development programs.
 - iv. The Superintendent's determination with respect to the priority of coursework shall not be subject to the grievance procedure contained in this Agreement.
 - v. The Superintendent may approve up to 10% more coursework [\$33,000] in any one semester. Thus, if all approved coursework is actually taken, the maximum reimbursement amount shall be at 90% of the tuition rate.
 - vi. Any money in the semester allotment not spent at the end of the July through December semester shall carry-over into the amount available for the January through June semester. Money not expended at the end of the January through June semester shall not be carried-over into the next fiscal year.
 - vii. For coursework that is actually taken and verified by the submission of a valid transcript along with supporting documentation as to the cost of the coursework, payments shall be made as follows:
 - July through December semester:
 - Submission date: January 31st
 - Reimbursement by: February 28th
 - January through June semester:
 - Submission date: July 31st
 - Reimbursement by: August 30thReimbursement will only be made to teachers actively employed in the District on the reimbursement date.
- f. The Board will allow on-line courses to be taken at any of the eight [8] universities recognized by the N.J. Department of Education. A list of those universities is included as Appendix A.
- g. A tenured employee may take a maximum of six [6] on-line credits in any degree program.
- h. Courses taken for initial certification are not reimbursable.

3. The salaries of certificated personnel shall be computed on the basis of training and experience and:
 - a. All graduate credits earned at an accredited college or university will receive consideration on the salary scale, with the approval of the Superintendent.
 - b. Credits taken for initial certification will not apply beyond the BA level.
 - c. Graduate credits used toward the MA degree may not be counted toward post MA credit.
 - d. Undergraduate and in-service courses may be credited on the salary scale with advance approval from the Superintendent.
 - e. An official transcript must be filed with the Superintendent by October 1 of the year in which the credit is claimed.

4. Teachers who are reimbursed for credits and who voluntarily leave the Wildwood School District without having completed one (1) full instructional year beyond the year in which the course was taken shall repay the district the amount of their reimbursement according to the following schedule:

Tenured teachers = 75% of reimbursed amount

Teachers who leave for the following reasons shall be exempt from repayment:

 - a. retirement: regular or disability
 - b. reduction-in-force
 - c. if an employee applies for an administrative position within the district and does not get chosen for the job.

5. Certificated personnel, 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 through successive channels by submitting a request in writing prior to the visitation.

B. Mentoring of Professional Staff

Whereas the State of New Jersey has provided direction and funding for the first year of the mentoring of traditionally prepared novice teachers, special education novice teachers and alternate route novice teachers pursuant to N.J.A.C. 6:11-14 et seq, and;

Whereas the Administrative Code in § 14.8(d) provides direction for the uses of such State funding, and;

Whereas the Board and the Association desire to provide direction for the mentoring program and the use of the State funds within this school district, therefore;

Be it agreed that the district will comply with N.J.A.C. 6:11-14 *et seq.* in establishing a mentor program and selecting mentors for novice teachers within the school district, and;

Be it agreed that as long as the State of New Jersey provides funding to the district for use in the first year mentoring of novice teachers, the Board agrees that it will reimburse novice teachers for up to \$550 in mentoring costs and alternate route novice teachers up to \$1,000 in alternate route mentoring costs, and;

Be it further agreed that the mentee will have the mentoring fee deducted from his/her salary as a payroll deduction over the academic year, and;

Be it also agreed that the mentor shall be paid the mentoring fee in two (2) equal installments on January 30th and June 30th, and;

Be it further agreed that the novice teacher shall be reimbursed the mentoring fee upon successful completion of the mentoring process. Successful completion shall mean that the novice teacher receives a recommendation from the Superintendent to the Department of Education that the novice teacher be granted his/her standard certification.

Be it further agreed that such reimbursement shall take place subsequent to the successful completion of the novice or alternate route teachers' first year of employment within the district, and;

Be it further agreed, that should the State of New Jersey increase its first year funding or expand its funding to a second year of mentorship, the parties shall meet to discuss any cost reimbursement arrangement, and;

Be it also agreed that should the State of New Jersey fail to fund the mentoring program, the reimbursement of mentoring fees shall cease pursuant to this agreement and the practice in the district shall return to the mentee paying the required mentorship fees.

C. Educational Support Personnel

Secretaries, custodians and education assistants shall be allowed to attend workshops with the prior approval of the Superintendent of Schools. The Board will reimburse employees for registration fees and mileage at the amount per mile allowed as a business deduction by the State OMB Regulations as of September 1 of each year in which this Contract is in effect. Denial of approval by the Superintendent shall not be subject to the grievance procedure contained in this Agreement.

D. Custodial Personnel

Each year, a stipend of \$1,000 will be paid to any member of the custodial staff who has a valid boiler's license. This stipend shall be paid to staff employed as custodians as of June 30th and who have held the license for the full year. A pro-rated amount shall be paid to employees who have held the license for less than the full year.

ARTICLE 16 - HEALTH INSURANCE

- A. The Board will provide medical insurance with the current carrier and plan being the School Employees Health Benefit Program [as in effect 4/1/08] for members of the bargaining unit and their dependents.

The Board will enroll employees in the S.E.H.B.P. medical coverage with the MMRx provision.

- B. 1. The Board will pay the cost of dental insurance coverage, including 50% orthodontics, of its choosing for each member of the bargaining unit and their dependents. The coverage provided shall be similar to that of Plan #2A of the Delta Dental Plan offered by New Jersey Dental Service Plan, Inc.

Effective July 1, 2017, adult orthodontia coverage shall be discontinued.

2. Employees shall contribute the following amounts towards the cost of their dental coverage each year of employment:

Certificated Staff:	\$250
Support Staff:	\$125
Aides:	\$ 75

3. Contributions will be deducted through an I.R.S. § 125 Premium Only Plan.
4. The District and the Association shall cooperate to establish an appropriate tax free account for employee's to use for unreimbursed medical expenses.

- D. Each employee shall have the right to transfer his/her medical coverage to an HMO program of his/her choosing provided he/she pays the difference between the cost thereof and the coverage specified in A. above.

ARTICLE 17 - SALARY PROVISIONS

- A. The Board agrees that it will make such deductions as authorized by the employee in compliance with the provisions of Chapter 310, Public Law, 1967 and under the rules established by the New Jersey Department of Education.
- B. The Board Secretary shall deduct eighty-five percent (85%) of the NEA-NJEA unified dues paid by a member of the Wildwood Education Association from the salary of any member of the representative (bargaining) unit who elects not to join the Union.

- C. Employees may request direct deposit of their paychecks into an account or bank of their designation, provided such request results in no cost to the Board of Education. Subsequent to the implementation date, should a cost to the Board, as a result of instituting direct deposit be instituted, said practice may be terminated.

Direct deposit shall be suspended for the final payment of the annual contract period and payment will be made by check.

- D. a. Each ten (10) month employee shall be paid on a ten (10) month equal semi-monthly basis.
b. Each twelve (12) month employee shall be paid on a twelve (12) month equal semi-basis.
- E. All salary checks will be received by employees prior to lunchtime on the day on which the payment should be made except in emergencies.
- F. Each employee shall have the option of joining a tax sheltered annuity plan as part of the payroll deduction plan. The employee may determine the amount to be deducted each month before taxes as allowed by federal law. One transaction shall be made by the Board Secretary and deductions shall be sent to an insurance company or agent to be designated by the Wildwood Education Association. Said insurance company or agent will, in turn, distribute the funds to their proper destination. The employee must sign for participation in the program for the entire school year.
- G. If an employee so wishes, his/her paycheck or any portion of it may be deposited into his/her saving account at the ABCO Federal Credit Union.

ARTICLE 18 - PERSONAL AND ACADEMIC FREEDOM FOR EMPLOYEES

- A. The personal life of an employee is an appropriate concern of the Board only when it may directly prevent that person from properly performing his/her assigned functions during the work day or at any school activity or function.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such person, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Wildwood School District. Accordingly, they agree that certificated personnel shall be granted full freedom, without censorship or restraint, in classroom presentation and discussions, provided that the material is relevant to the course content. Certificated personnel shall further be granted full freedom to express, without censorship their personal opinions on matters relevant to the course content, provided that said opinions are not detrimental to the welfare of the students of the Wildwood School District, and provided further that each

certificated personnel shall indicate that he or she is expressing a personal opinion and is not speaking on behalf of the Wildwood School District, its administration, or the Board of Education.

- D. The Association and the Board agree that they are extremely proud of the Wildwood School System, and that this pride should be shared and expressed by each employee. The Association and the Board further agree that disputes between it, and between individual employees and the Board and/or its administrators, are matters to be handled within the framework set forth in N.J.S.A. 34:13A-1 et seq.
- E. Accordingly, the Association and the Board agree that their respective members shall refrain from discussing individual members of either group in the classroom or in public meetings. The Association and the Board further agree that their respective members, either collectively or individually, shall refrain from making disparaging or critical remarks in public about members of the opposite group. The Association agrees that this subsection is essential to the maintenance of pride in the Wildwood School System.
- F. Any criticism of the performance of a unit member shall not be done in the presence of students, parents, other staff members or in public gatherings without justifiable, substantive reasons. This provision does not include directives necessary to deal with emergent situations.

ARTICLE 19 - ACADEMIC DEPARTMENT HEADS

Department Heads shall be recommended annually by the Superintendent of Schools and shall be paid a stipend of \$1,675 for the first year the position is held, \$1,950 for the second year the position is held (consecutive) and \$2,275 for the third year the position is held (consecutive).

When departments exist in more than one school, the Department Head shall have the responsibility to cooperate and consult closely with the principal of each school concerning the performance and administration of his/her department in the school. In the event that conflicting demands shall be made by the schools, the Superintendent shall be called on for final decision.

Organization Pattern

1. Department heads will teach five (5) classes per day (twenty-five [25] periods per week), have one (1) preparation period per day (five [5] days per week), and have one (1) duty period per day which is Department Head (five [5] periods per week) which shall be for Department Head duties. Academic Department Heads shall have no homeroom duty.
2. The voluntary and involuntary provisions in Article 10 C. shall apply to this position.

ARTICLE 20 - UNIFORMS

Custodial Personnel

1. The Board agrees to provide each Custodian with three (3) short sleeve shirts, two (2) long sleeve shirts and four (4) pairs of pants, and a sweatshirt or jacket to be worn by each custodian during the performance of his/her duties. The sweatshirt can be replaced after two [2] years and the jacket after three [3] years. The employee's original choice determines the replacement period.

Each Custodian shall be responsible for maintaining his/her work clothes in a neat, clean condition. No employee may wear his/her work clothes at any time except during the course of his/her employment. Uniforms shall be replaced from time to time at the sole discretion of the Board. Any member of the Custodian staff may purchase his/her old clothing from the Board at cost when same is worn out.

2. The Board shall provide each Custodian with a pair of safety shoes not to exceed one hundred dollars [\$100.00]. The Board will seek a vendor to provide shoes for the employees. All Custodians shall wear such safety shoes. Any Custodian requiring orthopedic safety shoes may receive a fifty dollar (\$50.00) contribution toward the cost of said shoes, provided that he or she provides the Board Administrator with proof that the shoes were in fact purchased. The shoes shall be replaced at such time as the Business Administrator determines that they are worn out. No Custodian shall wear his/her safety shoes except while on the job.
3. Failure to be properly attired in uniform during working hours may be grounds for disciplinary action.

ARTICLE 21 - FULLY BARGAINED

- A. This Agreement represents the complete understanding between the parties, and during the term of this Agreement, neither party shall be required to reopen negotiations. However, if during the term of this Agreement, the Board upon its sole initiative, in meeting its responsibilities determines to undertake such changes in the organization and operations of the schools as to change or modify the terms and conditions of the employees covered by this Agreement, such changes may be made after the Board has negotiated with the Association regarding such changes.
- B. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ARTICLE 22 - AGENCY SHOP

A. Purpose of the Fee:

If an employee, either a certificated or non-certificated employee of the Board in a position represented by the Association in the negotiating unit described in the Recognition Clause of this Agreement, does not become a member of the Association during any membership year which is covered in part or in whole by this Agreement, said employee 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 the Fee and 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.

C. Deduction and Transmission of the Fee:

1. Notification: On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C:1, the full amount of the yearly representation fee in equal installments beginning in the first paycheck in February.
3. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her 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 transmission of such fees to the Association will, as nearly as possible, be the same as those used for transmission 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 ten (10) days after the Board receives such notice.

D. Demand and Return System

The Association shall maintain a demand and return system in accordance with the law.

ARTICLE 23 - MISCELLANEOUS PROVISIONS

- A. When any notice is required to be given by either of the parties of 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 Secretary of the Board of Education Wildwood, New Jersey, 08260
 2. If by the Board to the Association – at the school of the President of the Association. Written notification of the appropriate school will be submitted to the Board of Education at the beginning of the school year.
 3. The Board of Education will produce a “draft” copy of the new Agreement for review by both parties. The Board will provide the Association with said “draft” agreement on a disk. Subsequent to final agreement to the new contract language, within forty-five (45) days the Board will produce and distribute the contract to each employee in the unit.
- B. Certificated personnel shall communicate with the Board of Education through proper and successive channels, principal, Superintendent, Board, except for Section A. of this Article.
- C. The Board recognizes the Association's appointed "T. & E." representative as one of the designees for the required consultation in connection with Chapter 212 and Title 6.
- D. A committee shall be formed pursuant to regulation to oversee the implementation of the requirement for twenty [20] hours of professional growth for teaching staff members each year as mandated by the state.

ARTICLE 24 - DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018. There shall be no re-openers.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and negotiator and the Board has arranged to have this Agreement signed by the President of the Board and the Board's Negotiations Committee Chairperson, with its corporate seal to be placed hereon, all on the day and year listed below.

WILDWOOD EDUCATION ASSOCIATION

WILDWOOD BOARD OF EDUCATION

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Secretary

Negotiating Team Chair

Negotiating Team Chair

DATED: _____

SEAL:

Teacher Guides

Schedule A-1 2015-2016

OLD Step	NEW Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	1	\$56,812	\$57,812	\$59,012	\$61,612	\$62,812	\$64,012	\$65,212
2	2	\$57,112	\$58,112	\$59,312	\$61,912	\$63,112	\$64,312	\$65,512
3	3	\$57,412	\$58,412	\$59,612	\$62,212	\$63,412	\$64,612	\$65,812
4	4	\$57,712	\$58,712	\$59,912	\$62,512	\$63,712	\$64,912	\$66,112
5	5	\$58,012	\$59,012	\$60,212	\$62,812	\$64,012	\$65,212	\$66,412
6	6	\$58,312	\$59,312	\$60,512	\$63,112	\$64,312	\$65,512	\$66,712
7	7	\$59,587	\$60,587	\$61,787	\$64,387	\$65,587	\$66,787	\$67,987
8	8	\$61,462	\$62,462	\$63,662	\$66,262	\$67,462	\$68,662	\$69,862
9	9	\$63,437	\$64,437	\$65,637	\$68,237	\$69,437	\$70,637	\$71,837
10	10	\$65,652	\$66,652	\$67,852	\$70,452	\$71,652	\$72,852	\$74,052
11	11	\$68,857	\$69,857	\$71,057	\$73,657	\$74,857	\$76,057	\$77,257
12	12	\$70,737	\$71,768	\$73,004	\$75,683	\$76,970	\$78,256	\$79,593
13	13	\$72,617	\$73,678	\$74,951	\$77,709	\$79,082	\$80,455	\$81,928
14	14	\$73,637	\$74,698	\$75,971	\$78,729	\$80,102	\$81,475	\$82,948
15	15	\$75,261	\$76,322	\$77,595	\$80,353	\$81,726	\$83,099	\$84,572
16	16	\$76,885	\$77,946	\$79,219	\$81,977	\$83,350	\$84,723	\$86,196

Schedule A-2 2016-2017

OLD Step	NEW Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
	1	\$57,407	\$58,407	\$59,607	\$62,207	\$63,407	\$64,607	\$65,807
1	2	\$57,707	\$58,707	\$59,907	\$62,507	\$63,707	\$64,907	\$66,107
2	3	\$58,007	\$59,007	\$60,207	\$62,807	\$64,007	\$65,207	\$66,407
3	4	\$58,307	\$59,307	\$60,507	\$63,107	\$64,307	\$65,507	\$66,707
4	5	\$58,607	\$59,607	\$60,807	\$63,407	\$64,607	\$65,807	\$67,007
5	6	\$58,907	\$59,907	\$61,107	\$63,707	\$64,907	\$66,107	\$67,307
6	7	\$60,182	\$61,182	\$62,382	\$64,982	\$66,182	\$67,382	\$68,582
7	8	\$62,057	\$63,057	\$64,257	\$66,857	\$68,057	\$69,257	\$70,457
8	9	\$64,032	\$65,032	\$66,232	\$68,832	\$70,032	\$71,232	\$72,432
9	10	\$66,247	\$67,247	\$68,447	\$71,047	\$72,247	\$73,447	\$74,647
10	11	\$69,452	\$70,452	\$71,652	\$74,252	\$75,452	\$76,652	\$77,852
11	12	\$71,332	\$72,363	\$73,599	\$76,278	\$77,565	\$78,851	\$80,188
12	13	\$73,212	\$74,273	\$75,546	\$78,304	\$79,677	\$81,050	\$82,523
13	14	\$74,232	\$75,293	\$76,566	\$79,324	\$80,697	\$82,070	\$83,543
14	15	\$75,856	\$76,917	\$78,190	\$80,948	\$82,321	\$83,694	\$85,167
15	16	\$77,480	\$78,541	\$79,814	\$82,572	\$83,945	\$85,318	\$86,791
16	16	\$77,480	\$78,541	\$79,814	\$82,572	\$83,945	\$85,318	\$86,791

Secretary Guides

**Schedule B-1
2015-2016**

OLD Step	NEW Step	Salary
1	1	\$31,956
1	2	\$32,256
2	3	\$32,556
3	4	\$32,856
4	5	\$33,883
5	6	\$35,551
6	7	\$37,161
7	8	\$39,415
8	9	\$40,382
9	10	\$41,979
10	11	\$43,576
11	12	\$45,174
12	13	\$46,692
13	13	\$46,692

**Schedule B-2
2016-2017**

OLD Step	NEW Step	Salary
	1	\$32,375
1	2	\$32,675
2	3	\$32,975
3	4	\$33,275
4	5	\$34,302
5	6	\$35,970
6	7	\$37,580
7	8	\$39,834
8	9	\$40,801
9	10	\$42,398
10	11	\$43,995
11	12	\$45,593
12	13	\$47,111
13	13	\$47,111

**Schedule B-3
2017-2018**

OLD Step	NEW Step	Salary
	1	\$32,876
1	2	\$33,176
2	3	\$33,476
3	4	\$33,776
4	5	\$34,803
5	6	\$36,471
6	7	\$38,081
7	8	\$40,335
8	9	\$41,302
9	10	\$42,899
10	11	\$44,496
11	12	\$46,094
12	13	\$47,612
13	13	\$47,612

Custodian Guides

Schedule C-1 2015-2016

OLD Step	New Step	Salary
	A	\$38,298
A	B	\$38,598
B	C	\$38,898
C	D	\$39,198
D	E	\$39,498
E	F	\$39,834
F	G	\$40,282
G	H	\$40,618
H	I	\$41,065
I	J	\$41,401
J	K	\$41,849
K	L	\$42,185
L	M	\$42,633
M	N	\$43,134
N	O	\$43,635
O	P	\$44,145
P	Q	\$44,797
Q	R	\$45,420
R	S	\$46,093
S	T	\$46,817
T	T	\$46,817

Schedule C-2 2016-2017

OLD Step	New Step	Salary
	A	\$38,843
A	B	\$39,143
B	C	\$39,443
C	D	\$39,743
D	E	\$40,043
E	F	\$40,379
F	G	\$40,827
G	H	\$41,163
H	I	\$41,610
I	J	\$41,946
J	K	\$42,394
K	L	\$42,730
L	M	\$43,178
M	N	\$43,679
N	O	\$44,180
O	P	\$44,690
P	Q	\$45,342
Q	R	\$45,965
R	S	\$46,638
S	T	\$47,362
T	T	\$47,362

Schedule C-3 2017-2018

OLD Step	New Step	Salary
	A	\$39,350
A	B	\$39,650
B	C	\$39,950
C	D	\$40,250
D	E	\$40,550
E	F	\$40,886
F	G	\$41,334
G	H	\$41,670
H	I	\$42,117
I	J	\$42,453
J	K	\$42,901
K	L	\$43,237
L	M	\$43,685
M	N	\$44,186
N	O	\$44,687
O	P	\$45,197
P	Q	\$45,849
Q	R	\$46,472
R	S	\$47,145
S	T	\$47,869
T	T	\$47,869

Aide Guides

**Schedule D-1
2015-2016**

OLD Step	NEW Step	Aides	6 Hrs.	7.75 Hrs.
	A	\$14.29	\$15,862	\$20,488
A	B	\$14.49	\$16,084	\$20,775
B	C	\$14.69	\$16,306	\$21,062
C	D	\$14.89	\$16,528	\$21,349
D	E	\$15.12	\$16,783	\$21,678
E	F	\$15.41	\$17,105	\$22,094
F	G	\$15.61	\$17,327	\$22,381
G	H	\$15.81	\$17,549	\$22,668
H	I	\$16.01	\$17,771	\$22,954
I	J	\$16.21	\$17,993	\$23,241
J	K	\$16.41	\$18,215	\$23,528
K	L	\$16.61	\$18,437	\$23,815
L	M	\$16.81	\$18,659	\$24,101
M	M	\$16.81	\$18,659	\$24,101

**Schedule D-2
2013-2014**

OLD Step	NEW Step	Aides	6 Hrs.	7.75 Hrs.
	A	\$14.45	\$16,040	\$20,718
A	B	\$14.65	\$16,262	\$21,004
B	C	\$14.85	\$16,484	\$21,291
C	D	\$15.05	\$16,706	\$21,578
D	E	\$15.28	\$16,961	\$21,908
E	F	\$15.57	\$17,283	\$22,323
F	G	\$15.77	\$17,505	\$22,610
G	H	\$15.97	\$17,727	\$22,897
H	I	\$16.17	\$17,949	\$23,184
I	J	\$16.37	\$18,171	\$23,470
J	K	\$16.57	\$18,393	\$23,757
K	L	\$16.77	\$18,615	\$24,044
L	M	\$16.97	\$18,837	\$24,331
M	M	\$16.97	\$18,837	\$24,331

**Schedule D-3
2014-2015**

OLD Step	NEW Step	Aides	6 Hrs.	7.75 Hrs.
	A	\$14.60	\$16,206	\$20,933
A	B	\$14.80	\$16,428	\$21,220
B	C	\$15.00	\$16,650	\$21,506
C	D	\$15.20	\$16,872	\$21,793
D	E	\$15.43	\$17,127	\$22,123
E	F	\$15.72	\$17,449	\$22,539
F	G	\$15.92	\$17,671	\$22,825
G	H	\$16.12	\$17,893	\$23,112
H	I	\$16.32	\$18,115	\$23,399
I	J	\$16.52	\$18,337	\$23,686
J	K	\$16.72	\$18,559	\$23,972
K	L	\$16.92	\$18,781	\$24,259
L	M	\$17.12	\$19,003	\$24,546
M	M	\$17.12	\$19,003	\$24,546

**Schedule E
Internal Suspension Monitor**

2015-2016	\$33,753
2016-2017	\$34,462
2017-2018	\$35,186

NOTE:

The WEA represents aides for the salary rate for summer work hours as well as after-school work year round. The rate of \$12.00 per hour shall be in effect from July 1, 2015 through June 30, 2018. All other terms and conditions of employment are at the sole discretion of the Board of Education.

Schedule F – 2015-2018

Extracurricular and Coaching Index Grid

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Fall Cheerleading	G
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High School Assistant Coaches

Basketball & Football	D
Baseball, Softball, Soccer, Spring Track	E

Middle School Coaches

Baseball, Softball, Basketball, Cross Country, Soccer	F
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Middle School Student Council Proctor	G
9th Grade Proctor	I
10th Grade Proctor	I
11th Grade Proctor	G
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HS/MS Roots	I
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Audio/Visual Tech Crew	J
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MS Math Club	H
HS Yearbook (and Photo Club combined)	B
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Jazz Ensemble	G
Web Design	G
MS Jr. National Honor Society	I
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<u>Elementary Extracurricular & Clubs</u>	
Chorus Director	I
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Art/Music Club (effective 2016/2017)	J

Schedule F – 2015-2018

Stipends

<u>Old Index</u>	<u>New Index</u>	<u>1-3 Years</u>	<u>4-6 Years</u>	<u>7-9 Years</u>	<u>10-19 Years</u>	<u>20 and 20+ Years</u>
1	A	\$6,637	\$7,023	\$7,458	\$8,400	\$9,632
4	B	\$4,970	\$5,282	\$5,633	\$6,393	\$7,388
6	C	\$4,318	\$4,630	\$4,981	\$5,741	\$6,736
7	D	\$3,992	\$4,304	\$4,655	\$5,416	\$6,410
8	E	\$3,642	\$3,877	\$4,141	\$4,713	\$5,461
10 (was 11)	F	\$2,990	\$3,225	\$3,489	\$4,061	\$4,809
12	G	\$2,328	\$2,483	\$2,657	\$3,033	\$3,526
14	H	\$1,663	\$1,818	\$1,992	\$2,369	\$2,862
15	I	\$1,337	\$1,492	\$1,666	\$2,043	\$2,535
16 (was 17)	J	\$967	\$1,042	\$1,127	\$1,310	\$1,549