AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN WALDWICK BOARD OF EDUCATION AND

Effective

WALDWICK EDUCATION ASSOCIATION

July 1, 2013

through

June 30, 2016

TABLE OF CONTENTS

ARTICLE I
ARTICLE II
ARTICLE III
ARTICLE IV
ARTICLE V
ARTICLE VI
ARTICLE VII
ARTICLE VIII
ARTICLE IX
ARTICLE X
ARTICLE XI
ARTICLE XII
ARTICLE XIII
ARTICLE XIV
ARTICLE XV

ARTICLE XVIAGENCY SHOP AND REPRESENTATIVE FEE	
ARTICLE XVIISALARY SCHEDULES AND CONDITIONS	
ARTICLE XVIII	
ARTICLE XIXVACATION	
ARTICLE XX	.46
CLOTHING – CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES	46
ARTICLE XXI	47
OPTICAL ALLOTMENT – CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES	.47
ARTICLE XXII	48
MISCELLANEOUS PROVISIONS – TEACHERS	. 48
ARTICLE XXIII	
ARTICLE XXIV	
ARTICLE XXV DURATION OF AGREEMENT	
SCHEDULE ACERTIFICATED STAFF SALARY GUIDE	52
SCHEDULE A-1 CERTIFICATED STAFF GUIDE MOVEMENT	55 55
SCHEDULE B-1. EXTRA-CURRICULAR STIPENDS.	56 56
SCHEDULE B-2	

SCHEDULE B-3	58
ELEMETARY STIPENDS.	58
SCHEDULE C	59
ATHLETIC COACHING STIPENDS	
SCHEDULE D	
OFFICE PERSONNEL SALARY GUIDES	61
SCHEDULE E	62
CUSTODIAL/GROUNDS & MAINTENANCE SALARY GUIDES	62
SCHEDULE F.	
AIDES SALARY/COMPENSATION	63

ſ

ARTICLE I

RECOGNITION

WHEREAS, a majority of the teachers, office personnel, aides, athletic trainer and custodial/grounds and maintenance employees in the Waldwick School District have selected the Waldwick Education Association (hereinafter referred to as the Association) as their representative for the purpose of collective negotiations; and

WHEREAS, such teachers, office personnel, aides, athletic trainer custodial/grounds and maintenance employees constitute an appropriate unit for collective negotiations:

NOW, THEREFORE, BE IT RESOLVED, pursuant to Chapter 123, Public Laws 1974 the Board of Education of Waldwick, New Jersey (hereinafter referred to as the 'Board') recognizes the Waldwick Education Association as their exclusive representative for collective negotiation concerning the terms and conditions of employment of:

- 1: Full-time and part-time contract personnel in certified positions, including:
 - classroom teachers, nurses, guidance counselors, librarians, social workers, aides (except lunch aides) athletic trainer, LDTCs and psychologists.
- 2: Full time and part time office personnel, including:
 - A-I Head Bookkeeper/Facility Coordinator
 - A-III Bookkeeper/Clerk; Clerk
 - B-I Secretary to Principal; Secretary to Guidance Department; Secretary to the Assistant Principal/Athletic Director; Secretary to Special Services
 - B-III Clerk/Typist

All benefits shall be pro-rated for part time employees.

3: Full time custodial/grounds and maintenance employees, including:

custodial/grounds and maintenance employees, night-in-charge and head custodians.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of employees covered by this Agreement. The parties agree to enter collective negotiations over a successor agreement in accordance with the regulations established by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board Nothing contained herein shall prohibit either party from raising at any time during the negotiations questions of administration of this Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement negotiated between representatives of the parties shall in all cases be subject to ratification by the membership and by the Board.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. Subject to the provisions of this Agreement and applicable law, the Board of Education reserves and retains full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Waldwick Public Schools in accordance with existing state and local statutes, rules and procedures.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- G. 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. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.
- H. 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 fill force and effect.
- I. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer the Board and control the work of its personnel, or to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18A, or any other laws.
- J. Upon ratification of a tentative agreement, a written contract will be available for review within two (2) months. Final distribution of the contract will occur within six (6) months of the final review.

ARTICLE III

GRIEVANCE PROCEDURE

Definitions

- 1. A grievance is a claim by an employee covered by this Agreement or the Association concerning terms and conditions of employment based upon the interpretation, the application, or the violation of this Agreement, policies, or administrative decisions affecting an employee or group of employees.
- 2. An "aggrieved person" is the individual, group, or Waldwick Education Association making the claim.
- 3. A "party in interest" is the individual, group, or Waldwick Education Association making the claim and any person required to take action or against whom action might be taken to adjust the claim.

Purpose

- 1. The purpose of this procedure is to resolve at the lowest possible level problems which may arise from time to time affecting the terms and conditions of employment of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her administrator and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the negotiating representative has been given the opportunity to be present at the time of such adjustment.

Procedure

- 1. Since it is important that grievances be processed as soon as possible, the number of days specified for action at each level should be considered as the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement.
- 2. When a grievance is filed at such a time that it cannot be processed through all the steps in this procedure before the end of the school year, the time limits set forth herein shall be reduced as necessary and every effort made to resolve the complaint before the end of the school year or as soon thereafter as is practicable.
- 3. An employee with a grievance shall first discuss it with the immediate superior, either individually or accompanied by the Association's designated representative, to try to solve the matter informally. If the matter cannot be resolved informally after five (5) days from the initial informal discussion, the grievance shall proceed to Level I.

Level One:

If this fails, the employee shall in writing specify the points of the grievance and the adjustment expected. Copies of this statement shall be given to the Principal and to the Association. A decision shall be rendered by the Principal within ten (10) calendar days of receipt of the grievance.

Level Two:

If the aggrieved person is not satisfied with the decision at Level One or if no decision has been reached within five (5) school days of presentation of the grievance, the aggrieved person may request the Association to refer the matter to the Superintendent within ten (10) school days of the original written presentation.

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after it was submitted to the Superintendent, the aggrieved person may, within five (5) days after a decision by the Superintendent or (10) school days ten after the grievance was delivered to the Superintendent, request in writing that the grievance be submitted to:

TRACK A. Advisory Arbitration, following the procedures in Levels 3A and 4A if the grievance pertains to the interpretation, the application or the violation of policies or administrative decisions affecting an employee or group of employees

TRACK B. The Board of Education, following the procedures in Levels 3B and 4B if the grievance pertains to the interpretation, the application or the violation of this Agreement and subsequent Binding Arbitration if so deemed necessary.

The Board's decision not to renew the employment contract of a custodial/grounds or maintenance employee shall not be subject to binding arbitration

Level Three:

3A - Advisory Arbitration

- 3A.1 Within fifteen (15) days after such written notice of submission to the Superintendent requesting advisory arbitration, the administration and the Association shall mutually agree upon an arbitrator, If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator from the roster of the Public Employment Relations Commission.
- 3A.2 The arbitrator so selected shall confer with the representatives of the administration and the Association and hold hearings promptly and shall issue his/her report not later than twenty (20) days from the date of the closing of the hearings or, if oral hearings have been waived, twenty (20) days from the date of the submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth his/her findings, reasonings and recommendations on the issue.

3A.3 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing room shall be borne equally by the Board and the Association other expenses incurred shall be paid by the party incurring same.

3B - Binding Arbitration

3B.1 If no satisfactory decision has been reached within ten (10) school days after a submission to the Board, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after submission to the Board of Education, and upon written request of the aggrieved person of the Association, the grievance pertaining to the interpretation, the application or the violation of this Agreement shall be submitted to arbitration.

Level Four

4A - Arbitration

- 4A.1 If the arbitrator's report is not acceptable to either the administration or to the aggrieved, the arbitrator's findings will be submitted to the Board of Education within ten (10) school days of the submission of the report.
- 4A.2 The Board of Education will make the final decision on the issues of the grievance within fifteen (15) days after submission of the arbitrator's report.
- 4A.3 The election to submit a grievance to the process herein outlined shall constitute a waiver of all other remedies or forums that could otherwise be employed.

4B - Binding Arbitration

- 4B.1 Within fifteen (15) days after such written notice of submission to the Board requesting arbitration, the Board and the Association shall mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator from the roster of the Public Employment Relations Commission.
- 4B.2 The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a report not later than twenty (20) days from the date of the closing of the bearings or, if oral hearings have been waived, twenty (20) days from the date of submission of the final written statement by the aggrieved. The arbitrator's report will be in writing and will set forth the findings, reasoning and recommendations on the issue. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 4B.3 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, sustenance expenses and the cost of the hearing

- room shall be borne equally by the Board and the Association, other expenses incurred shall be paid by the party incurring same.
- 4B.4 Any aspect of the decision of the Board to dismiss or not extend the employment of a temporary or probationary employee after the temporary or probationary period shall not be subject to binding arbitration.

Miscellaneous:

- 1. If a grievance affects a group or class of employees beyond one school, the Association shall submit such grievance directly to Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing and shall be transmitted promptly to all parties in interest to the President of the Waldwick Education Association.
- 3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall be kept in the personnel file of any of the participants.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 5. All meetings and hearings under this procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services of or failure to re-employ any non-tenure employee.
 - b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act.
- 7. If an employee does not file a grievance in writing with the principal or other designated board representative within sixteen (16) calendar days after the occurrence, then the grievance shall be considered as waived. If the sixteenth calendar day falls on a day when school is not in session, it shall fall on the next day school is in session. If administration does not process a step within agreed time limits, the grievance automatically moves to the next level. If the Waldwick Education Association doesn't act within agreed time limits, further action on the grievance is waived. In this context, written notification of the expiration of the time limit will be sent to the Waldwick Education Association and

- the aggrieved. If the W.E.A. does not act within three (3) days after the receipt of this notification, the grievance will be considered waived.
- 8. The non-renewal custodial/grounds and maintenance personnel after four (4) years of service may be challenged through advisory arbitration. The non-renewal of aides after three (3) years of service may be challenged through advisory arbitration. The standard of review shall be just cause.

ARTICLE IV

TEACHING LOAD, NON-TEACHING DUTIES AND WORKING CONDITIONS TEACHERS

A. Teaching Hours

1. Except as provided in Section C, subsection 2 of this Article, teachers shall be required to be at their assigned stations for five (5) minutes prior to the official opening of school, and will remain at their assigned stations, available to assist and confer with students for fifteen (15) minutes at the elementary level and twenty-five (25) minutes at the secondary (MS and HS) level after the official pupil dismissal. Teachers performing assigned extra-curricular duties, performing authorized committee work, attending official meetings or performing other professional duties may be excused from either assignment with prior approval of the building principal.

In order to further the educational goals of the Waldwick School District, secondary school teachers (grades 6-12) shall also be available to assist and confer with their students and/or the parents of those students, as mutually scheduled by the teachers and the administration.

- 2. Where it is necessary to vary these times to supervise pupils, the Principal may consult with an individual staff member to report earlier or remain later with the entire time not to exceed the stated limits above.
- 3. Guidance counselors may not be required to work more than forty five (45) minutes after the close of the pupil's official day and more than fifteen (15) minutes prior to the actual opening of school. The schedule for the guidance counselors for the school year shall be coordinated with the principal or his/her designee at the beginning of the school year. No preparation periods shall be included within the schedule. Guidance counselors shall make themselves available to meet with teachers during teacher planning periods.

Guidance counselors and Child Study Team (CST) members may be required to work up to an additional five (5) days per school year before the annual teacher's orientation day and after the students' school year. The dates of the assignment shall be selected by the administration after consultation with the guidance counselors and CST members. The final decision shall, however, be made by the administration. Guidance counselors/CST members who work any additional days shall be compensated at a per diem rate of 1/200 of their annual salary for the students' school year that has just been completed.

Guidance counselors may also be required to attend ten (10) evening conferences per school year. The conferences shall not exceed two (2) hours in length and will generally be scheduled from 7:00 p.m. to 9:00 p.m., subject to the right of the principal or his/her designee to revise the starting and ending times. Whenever possible, an administrator will be present in the building when evening conferences are scheduled. At least two (2) weeks notice of the evening conference dates shall be given to the guidance counselors. Guidance counselors shall be paid one hundred twenty-five dollars (\$125.00) for each evening conference.

- 4. Media Specialists shall not be required to work beyond the close of the school year without additional compensation. Media specialists shall report five (5) minutes before students. Although Media Specialists may keep the libraries open longer if they wish, they shall be required to keep them open for twenty-five (25) minutes at the secondary level and fifteen (15) minutes at the elementary level, beyond the close of the pupils' official day.
- 5. Extra-curricular activities including clubs, intramural sports, and other secondary school activities which are conducted within the above-defined teaching day will be performed without extra compensation. These also include student council, safety patrols, and intramural sports at middle and elementary school levels.
- 6. Elementary teachers shall have a forty (40) minute duty free lunch period. Secondary school teachers (grades 6-12) shall have a thirty (30) minute duty free lunch period.
- 7. Zero Period The district may introduce a "zero" period at the secondary level. Participation on the part of the certificated staff for a "zero" period teaching assignment shall be strictly voluntary. The following procedures will be adhered to in the event a "zero" period is implemented:
 - a. A list of teachers and their areas of certification will be submitted to the high school principal no later than ten days after said request from the high school principal for same.
 - b. Said request will not be made prior to February first.
 - c. Any teacher volunteering for a "zero" period and selected by the administration shall be notified no later than the last working day in June.
 - d. If there exists a vacancy in the "zero" period assignment subsequent to the last working day in June, the district shall re-solicit volunteers for the assignment. A copy of said letter shall be sent simultaneously to the WEA president at his/her home address.
 - e. If a teacher is assigned a sixth teaching assignment after he/she has volunteered for a zero period, he/she may rescind the "zero" period assignment.
 - f. Volunteering in one year for a "zero" period shall not obligate a teacher to volunteer in a subsequent year.
 - g. Teachers who volunteer for a "zero" period teaching assignment and are subsequently assigned to same by the Board shall be excluded from all after-school meetings with the exception of back-to-school night and two other meetings. If for any reason they are required to attend any additional meetings, they shall be compensated at the rate of \$30.00 for said after school meeting.
 - h. Teachers who have been assigned a "zero" period shall remain available to assist and confer with students for twenty-five (25) minutes after the next to last period in the school day.

B. After School and Evening Meetings

1. Except in cases of emergency, teachers shall not be required to attend an average of more than one after school meeting per week: such meetings shall not exceed one hour in length, and they shall commence not later than fifteen (15) minutes after dismissal of pupils.

If it is necessary to begin a meeting (including teachers from two or more schools with different dismissal times) later than fifteen (15) minutes after dismissal, no teacher may be required to remain one (1) hour and fifteen (15) minutes later than dismissal of pupils of his school.

2. No teacher shall be required to be in attendance at more than two meetings or activities at times beyond the teacher specified day and the other provisions for meetings that are incorporated into this Article, plus their attendance at their school's annual open school night. Attendance shall be limited to the school or schools to which the teacher is assigned. Should a teacher be requested to be in attendance at a meeting or activity in excess of those provided in this paragraph, then the teacher shall receive compensation at the rate of one hundred twenty five dollars (\$125.00).

C. <u>Teaching Load</u>

1. No secondary school teacher (grades 6-12) shall be required to teach more than five (5) classes of forty-four (44) minutes time or modules equivalent to five (5) forty-four (44) minute periods, and perform one extra duty such as lunch or study hall. The number of modules will not in itself increase the number of class preparations that any teacher would ordinarily be assigned in teaching five (5) periods of forty-four (44) minutes each.

If it is necessary to assign teachers to six classes, the following procedure shall be adhered to:

Administration may assign up to eight (8) secondary school teachers (grades 6-12) to six (6) classes rather than five (5) classes and a duty period with a maximum of two (2) per department No teacher with six (6) classes shall be assigned any other duty. Members of music, fine and industrial arts, home economics, and physical education departments shall continue to be assigned to six (6) classes or its equivalent.

Teachers concerned will always be consulted in this matter, and, whenever possible, taking into consideration the best interest of the pupils, those teachers who volunteer would be assigned a sixth class for a period of one year.

The following steps shall be taken:

- a. When need for a sixth class assignment occurs, administration will inform the President of the W.E.A.
- b. The Principal will discuss the matter with the Supervisor.

- c. An agreement for one year will be signed between the teacher and the Principal, and it will accompany the contract or salary agreement.
- 2. Each secondary school teacher (grades 6-12) not teaching six (6) classes per day shall have a homeroom or equivalent assignment. Teachers of music, fine and industrial arts, home economics, and physical education may be assigned a homeroom or its equivalent on a rotating basis.
- 3. No teacher shall be required to serve on more than one current building committee or one district wide committee. Teachers who wish to volunteer for additional committees may do so with the assurance that this will not be considered to be a contract violation.
- 4. Each elementary school teacher shall have a minimum of five (5) preparation periods per each full week. Barring any unforeseen conflicts or unexpected emergencies, the preparation period shall be a period of forty (40) continuous minutes. (A full week for the purpose of clarifying this Article only shall mean five (5) teaching days starting approximately at 8:10 a.m. and terminating at approximately 3:00 p.m., except during days when staff are required to attend meetings.)

Except as otherwise provided in this Agreement, in the event of a shortened schedule as indicated in the scheduled school calendar, each teacher will continue to receive a preparation period that day. This shall not, however, include any school day with a late starting time or early dismissal time due to inclement weather. With regard to teachers who are assigned a laboratory, a preparation period shall be provided where possible.

In the event of a short week, each teacher will continue to receive the preparation period normally scheduled for that day.

Elementary libraries will be closed to classes the last two (2) days in June. Accordingly, teachers scheduled for a library class on those days will not have a library related prep period. However, teachers scheduled for a library prep period that day will be granted a break period equivalent to the amount of time usually scheduled as a library period for their grade level on an abbreviated day. The Librarian will be compensated on a per diem basis for inventory completed after the teacher school year ends.

5. Workday

- a. The workday for secondary school teachers (grades 6-12) shall not exceed seven (7) hours and thirty (30) minutes, including the time period prior to the official opening of school and the class period after the official dismissal time.
 - 1. Sixth, Seventh and Eighth grade teachers shall work the same schedule;
 - 2. Middle school teachers shall have five teaching periods, one common planning period and one personal prep period each day. For three marking periods, they shall have an additional personal prep period and for one marking period they shall be assigned to a duty period.
- b. The workday for elementary school teachers shall be six hours 50 minutes for purposes of adding ten (10) additional minutes of instruction

time each day, including the time period prior to the official opening of school and the class period after the official dismissal time. Elementary school teachers shall arrive at school no later than 8:10 A.M. with classes commencing at 8:15 a.m. Teachers may leave school in the afternoon fifteen (15) minutes after the students.

c. The High School Nurse may be required to work up to five (5) additional days during the summer when school is not in session at the discretion of the Superintendent at a per diem rate to be calculated as 1/200th of his/her annual salary.

D. Work Year

1. All teachers covered under this Agreement shall work the following number of days, including paid sick leave and authorized personal and professional days:

182 pupil plus 2 non-pupil

Consideration will be given, in the ease of makeup days, to not disrupt vacation periods. The school year for teachers will end with the students' school year.

Any employee absent with pay on a state holiday while school is in session, except I in case of bona fide illness or personal leave taken in accordance with Articles VI and VII herein, shall work an additional day with no additional pay, at the discretion of the administration. Employees who do work on such state holidays shall not be entitled to any extra compensatory time off or extra pay.

The Board may schedule one additional professional development day per school year after consulting with the Association and agreeing upon a date.

2. The work year for aides shall be all days on which students are present and up to two additional days, one of which shall be the orientation day. The second day shall be scheduled by the Administration and two weeks notice shall be provided to the employee.

E. Non-Teaching Duties and Working Conditions

- 1. No elementary school teacher shall be required to supervise pupils in lunchrooms or on playgrounds during the noon closing period. The Board of Education shall employ aides for this supervision.
- 2. No teacher shall be required to collect money except for educational purposes.
- 3. No teacher shall be required to either keep or check pupil attendance registers. The Board of Education shall arrange for keeping and checking of attendance registers through other means. No teacher shall be required to perform office/clerical work.
- 4. The Board of Education shall provide a clerk for two (2) hours per week in each elementary school to assist teachers in duplicating educational materials. The Board shall provide assistance for a minimum of two (2) hours per week in the secondary school for duplicating educational materials.

F. Teacher Facilities

- 1. Teachers in all schools shall be provided reasonable lounge and lunch facilities not to be interfered with except in emergencies.
- 2. Teachers shall be provided off street parking facilities which are identified exclusively for teacher use.
- 3. A telephone, with out of district call capability, shall be made available to all teachers in each school. Guidelines for the use of the phone shall be established by the Board.
 - G. Atypical Teaching Schedule

The teacher/athletic trainer shall be placed on the current teacher salary guide pursuant to the terms as set forth in Article XVII—Salary Schedules and Conditions.

ARTICLE V

VACANCY

A. <u>TEACHERS</u>

In the best interests of pupils, the responsibility of the Superintendent of Schools is to recommend, and the Board of Education to appoint, the best qualified person to fill any professional vacancy in the staff. In filling professional vacancies, the Board of Education shall consider the professional qualifications, background, attainments and other relevant factors of all applicants within the school district as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory level is a responsibility of the Board and its decision with respect to such matters will be final.

In recruiting and appointing applicants for a professional vacancy, the following regulations will be followed by the Board of Education:

- 1. During the school calendar year, notices shall be posted on the District website and electronically mailed (e-mailed) to the President of the Association and all employees five (5) calendar days before final date when applications must be submitted. The Superintendent may also notify other sources of the vacancy. Teachers who wish to apply shall submit a letter of application within the time limit specified in the notice, through the building principal, and the Superintendent shall acknowledge in writing to the candidates from within the District receipt of every application.
- 2. When a position becomes vacant or is created during the summer recess, notice of the vacancy shall be sent to each staff member at least two weeks prior to the closing date for filing applications for the position. Notice will be sent to District e-mail addresses. Notice of the vacancy shall be sent as far in advance as practicable and the position shall not be filled until the closing date for filing applications. Notice of the vacancy shall also be mailed to the summer address of the President of the Association.
- 3. Notices of vacancies shall include qualifications for the position, its duties, and rate of compensation. No changes in qualifications shall be made after notice is filed.
- 4. All submitted applications shall be considered before the position is filled. As part of this consideration, all qualified personnel employed in Waldwick will be interviewed, as well as those best qualified applicants who work outside the district
- 5. Appointment shall be made as soon as possible following the closing date of submission of applications. In-district interviewees will be notified in writing of the selection of the final candidate. A copy shall also be mailed to the President of the Association.

6. All vacancies for mentoring shall be posted as stated elsewhere in this Agreement. The posting shall include the qualifications for the position. No employees shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, the assigned mentor shall not be involuntarily assigned again until all other qualified employees have been assigned.

B. OFFICE PERSONNEL

All openings for new positions and/or opportunities for promotion shall be adequately publicized, showing classification and salary range in every school and all administrative offices. All qualified office personnel shall be given adequate opportunity to make application for such positions.

C. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

All openings for new positions and/or opportunities for promotion shall be adequately publicized, showing the job classification, salary range and location. All qualified custodial/grounds and maintenance employees shall be given adequate opportunity to make application for such positions.

D. AIDES

All openings for new positions shall be adequately publicized, showing the job classification, salary range and location. All qualified aides shall be given adequate opportunity to make application for such position.

ARTICLE VI SICK LEAVE

A. Number of Days

The sick day allowance for all teachers with 10 month contracts will be 11 days annually, with full pay, cumulative from year to year.

The sick day allowance for all 12 month office personnel will be 13 days annually, with full pay, cumulative from year to year.

The sick day allowance for all 10 month office personnel and salaried aides will be 11 days annually, with full pay, cumulative from year to year. The sick day allowance for all 10 month hourly aides will be 10 days annually, with full pay for the hours the individual is scheduled to work on said day, cumulative from year to year.

The sick day allowance for custodial/grounds and maintenance will be 12 days annually, with full pay, cumulative from year to year.

For all employees covered by this contract who require less than the specific number of days sick leave, all days not utilized shall be accumulative.

B. <u>Physician's Certificate</u>

In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

C. Sick Leave Defined

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from work by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

D. Excessive Absence - Salary - Day's Salary Defined

When absence, under the circumstances described in Section C of this Article, exceeds the annual leave and the accumulated leave, the Board of Education may pay an employee each day's salary less the pay of the actual or estimated cost of a substitute, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200th of the annual salary for a ten (10) month employee and 1/260th of the annual salary for a twelve (12) month employee.

E. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe shall be deemed to exist when both of the following conditions are met:

- 1. When a continuous illness exceeds twenty (20) work days; and
- 2. When the accumulated sick leave has expired;

3. When both of these conditions exist simultaneously;

a. <u>Teachers</u>

The Board of Education may pay to the sick teacher his or her contracted salary less the salary of the substitute, based on the daily substitute rate as established by the Board for that year, for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness. Or, the Board may pay the ill teacher his or her contracted salary less the salary of the substitute based on the daily substitute rate as established by the Board for that year for a period of time equal to ten (10) days for each year of service in the Waldwick School system, if this aggregate number of days is greater than the accumulated sick leave as previously defined.

b. Office Personnel and Aides

The Board of Education may pay to the sick office personnel or aide 50% to a maximum of 65% of his or her contracted salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness. Or the Board may pay the ill office personnel or aide 50% to a maximum of 65% of his or her day's salary for a period of time equal to ten (10) days for each year of service in the Waldwick School System, if this aggregate number of days is greater than the accumulated sick leave as previously defined. Under no circumstances shall said employee be paid an amount in excess of his or her day's salary, less the actual or estimated cost of a substitute, for each day granted. All aides hired subsequent to January 1, 2008 shall not be entitled to request this leave.

c. Custodial/Grounds and Maintenance Employees

The Board of Education may pay to the sick custodial/grounds and maintenance employee 50% of his or her contracted day's salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to said employee at the beginning of the continuous illness, Or the Board may pay the ill custodial/grounds and maintenance employee 50% of his or her day's salary for a period of time equal to ten (10) days for each year of service in the Waldwick School System, if this aggregate number of days is greater than the accumulated sick leave as previously defined. Under no circumstance shall said employee be paid an amount in excess of his or her day's salary, less the actual or estimated cost of a substitute for each day granted.

In the event that no one is hired or no employee receives additional compensation to perform duties of the absent employee, then the custodial/grounds and maintenance employee may be eligible to receive 2/3 of his or her day's salary as catastrophe pay as described in this Article.

- 4. The catastrophe pay, if granted, shall commence on the 21 day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.
- 5. Benefits under this Section shall be at the discretion of the Board and shall be determined by the Board of Education on a case by case basis.
- 6. Requests for catastrophe pay shall be submitted to the Board through the Board Secretary and shall be supported by a physician's certificate or any other documentation requested by the Board.

F. Salary in Cases of Absence Not Constituting Sick Leave

Nothing contained herein shall affect the right of the Board of Education to fix either by rule or by individual consideration the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as defined in this Article.

G. <u>Computation of Salary Deductions</u>

Any deductions for leaves of absence without pay shall be made on the following basis:

- 1. Ten (10) month employees one two-hundredth (1/200) of the annual salary.
- 2. Twelve (12) month employees one two hundred-sixtieth (1/260) of the annual salary.

H. Transfer of Sick Leave Credit

Effective September 1, 2007, no teacher entering the Waldwick School District will be permitted to transfer sick leave credit. Any teacher having transferred sick leave credit as of September 1, 2007, shall retain said days.

I. Payment for Accumulated Sick Leave

1. Teachers

Any teacher who has completed fifteen (15) continuous years of service in the Waldwick School District and who resigns shall be compensated for all unused accumulated sick days at the rate of \$55.00 per accumulated day; provided, however, that the maximum amount payable to any teacher shall be \$12,000.00. Subject to the notice provision of this section, payment shall be made in July of the year of resignation.

To be eligible for payment in July of the year of resignation, the teacher shall give the Superintendent notice of his/her intent to resign no later than February 1 of his/her last year of employment, to be effective on or before the following June 30. The notice is binding. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

2. Office Personnel

Any office personnel who has completed ten (10) continuous years of service in the Waldwick School District and who retires in the district pursuant to the Rules of the New Jersey Pension Funds, shall be compensated for unused sick days accumulated up to the date of retirement, at the rate of forty dollars (\$40.00) per accumulated day. The maximum amount payable shall be six thousand and 00/100 dollars (\$6,000.00). To be eligible for payment, the office personnel shall submit a letter of resignation by February 1 in the year of the effective retirement date. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

3. Custodial/Grounds and Maintenance Employees

Any custodial/grounds and maintenance employee, who has completed ten (10) continuous years of service in the Waldwick School District and who retires in the district pursuant to the Rules of the New Jersey Pension Funds, shall be compensated for unused sick days accumulated at the rate of fifty (\$50.00) dollars per accumulated day. The maximum amount payable shall be ten thousand dollars (\$10,000.00). To be eligible for payment, custodial/grounds or maintenance personnel shall submit a letter of resignation by February 1 in the year of the effective retirement date. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

J. Employees shall be given a written accounting of accumulated sick leave and personal leave no later than September 30th of each school year.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and, except as specifically provided herein, no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family

An allowance of up to five (5) days leave for each occurrence shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparents, step-family members or any member of the immediate household. Hourly aides will be entitled to three (3) days leave.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days leave shall be granted. (Immediate family same as (1) above). Aides shall be entitled to one illness in family day per year.

3. Death of Other Relative or Close Friend

An allowance of one (1) day's leave shall be granted. This benefit may only be taken once per year. Hourly aides shall not be entitled to this leave.

4. Personal Leave

a. An allowance of up to three (3) days leave shall be granted with prior approval by the Superintendent or the appropriate administrator or his designee. Requests for personal leave shall be submitted, in writing, in advance, except in cases of emergency wherein the request shall be made as soon as practicable. Personal leave days may not be taken contiguous to a predetermined school recess, except in cases of emergency.

Hourly aides hired subsequent to January 1, 2008 shall be entitled to two (2) personal days.

- b. Unused personal leave may be accumulated from year to year; provided, however, that no more than three (3) days shall be carried from one school year to the next. (No more than six personal leave days available in any given year).
- c. Office Personnel, Aides, Custodial/Grounds and Maintenance Employees may not use more than two (2) consecutive personal days at any given time.

5. Jury Duty

Employees who are required to serve on jury duty will have deducted from their salary the amount of money which they have been paid for this service

6. Professional

Allowance for professional days for teachers are authorized with prior approval by the building administrator.

7. For the protection of the employee and for proper payroll accounting and audit, every absence for a half day or more must be accounted for in writing and reported to the Superintendent or the school business administrator for custodial/grounds and maintenance employees.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

B. Maternity or Paternity Leave

An employee shall notify the Superintendent of her pregnancy/adoption as soon as it is medically/legally confirmed. Pregnant employees shall be entitled to sick/disability leave for the presumptive period of disability which can be up to thirty (30) days prior to and up to thirty (30) days subsequent to the date of delivery. As provided by State statute, the written request to the Board must include a physician's note that indicates the anticipated delivery date. The sick/disability leave will be treated the same as all other types of disability leaves. A teacher who seeks disability leave due to pregnancy must request such a leave in writing to the Board. The request must be made at least sixty (60) days prior to the anticipated date of delivery. The disability leave may be extended upon written request to the Board. Such a request must be supported by a physician's note. The Maternity/Paternity leave without pay will begin at the end of the disability period. The leave shall terminate either the first September after the birth or adoption of the child, or the subsequent September 1. Employees exercising the first option shall notify the Superintendent prior to July 1 of their anticipated return. Employees exercising the second option shall notify the Superintendent of their intent to return prior to March 1 of the preceding year.

An employee may elect to return to his/her position at an earlier date, upon recommendation of the Superintendent and approval of the Board of Education.

C. Child Care Leave

An employee may request child care leave without pay and said leave may be granted. The employee must submit this request to the Superintendent by March 1 of the year preceding the academic year for which the leave will be taken. All such leaves, if granted by the Board, will commence on September 1 and terminate at the end of that school year. An employee on leave must notify the Superintendent of his/her intention to return from the leave by March 1 of the leave year.

The provisions of this section apply equally to adopted children as well as natural to the family.

An employee on leave may request to return to his/her position prior to the end of the leave year. The Board may approve the request at the recommendation of the Superintendent.

Sick Member in Immediate Family

A leave of absence without pay of up to one (1) year may be granted to any employee for the purpose of caring for a sick member of the immediate family of said employee. Immediate family shall be as defined in Article VII, Section 1.

ARTICLE IX

EDUCATIONAL IMPROVEMENT TEACHERS

- A. Meetings will be held between the Waldwick Board of Education and the Waldwick Education Association. The purpose of these meetings shall be to discuss educational programs. Complaints and administrative matters will not be considered; they shall be discussed with administrators, and, if necessary, handled within the grievance process.
- B. The Superintendent shall call such meetings upon request of the Board of Education or Association. The request shall be in writing and shall state matters to be discussed. The Superintendent will arrange for a mutually agreeable time within thirty (30) school days, and the President of the Board of Education will act as chairman.
- C. The Board and Association shall each decide the number of its representatives and shall designate the individuals including administration who shall attend a meeting representing its organization.
- D. Reports of the meetings will be distributed to all staff members.

ARTICLE X

INSURANCE PROTECTION

- A. The Board shall provide health insurance protection. The Board shall pay the full premium for each full time employee and in cases where appropriate for 100% family-plan insurance coverage. However, current state law supersedes this contract language. Each employee who has health benefits coverage through his/her spouse, may waive his/her health benefits coverage through the district and shall in return receive the sum of which shall not exceed 25% of the premium costs or \$5,000.00, whichever is less, of the amount saved by the employer because of the employee's waiver of coverage, in two installments on May 15th and December 15th of the year in which the employee has opted out, subject to all appropriate deductions and all subsequent years until the employee re-enters the benefit plan offered by the Waldwick Board of Education. This payment is not to be considered a salary payment and as such, is not pensionable.
- B. The Board of Education agrees to pay in full for a dental plan for employees and their dependents. The deductible shall be \$50/single; \$150/family with a maximum annual benefit cap of \$1,500.00. Orthodontic coverage shall remain status quo.
- C. The Board and the Association shall form a joint committee with equal representation to research, study and review its existing health insurance benefits scheme in advance of negotiations for the next collective negotiations agreement. This committee shall engage in a serious and good faith effort toward examining cost containment issues such as the level and scope of health insurance coverage including, but not limited to, selection of health insurance carrier.
- D. Any employee who has waived his/her medical benefit coverage, will be allowed to restore such coverage on an immediate basis, subject to compliance with the providers requirements. If the employee revokes the waiver prior to the end of the year in which they opted out, the employee's reimbursement shall be pro-rated based upon the period of time not covered by the district's benefit plan.

ARTICLE XI

PROFESSIONAL ADVANCEMENT/TUITION REIMBURSEMENT

A. TEACHERS

1. The Board of Education agrees to implement the following:

The Board of Education will reimburse the cost of tuition, including enrollment and laboratory fee, to teachers who voluntarily engage in and satisfactorily complete educational courses as approved pursuant to Paragraph A(1)(a) below. Other expenses such as graduation cost, textbooks, thesis binding, yearbooks, parking fees, and transportation are not to be reimbursed. The maximum refund per employee for each school year is \$2,000.00 with an annual district cap of \$70,000.00 starting in 2013-14; \$65,000 in 2014-15; and \$60,000 in 2015-16. The appropriation of the annual district cap shall be allocated as follows:

One third for July and August One third for September, October, November and December One third for January, February, March, April, May and June

The money shall be deemed appropriated from the section based upon the start date for the course. Any monies not utilized in either of the first two (2) sections will transfer to the next section. Any funds not utilized by June 30th shall be forfeited.

a. Eligibility

- i. Teachers in their first four years in the District are not eligible for tuition reimbursement. Such teachers may choose to pay for their own coursework and any credits earned will count towards guide movement.
- ii. Teachers in their fifth year of teaching in the district will receive the full tuition reimbursement benefits permitted by contract.
- b. Reimbursement for graduate and/or undergraduate courses will be given under the following conditions:
 - i. Courses must be graduate and/or undergraduate level and taken at or granted through (consistent with the relevant law) an accredited institution of higher learning.
 - ii. Selected courses or degree programs must relate to the teacher's current or future job responsibilities.
 - iii. To be eligible for reimbursement, a teacher will be required to obtain approval in writing prior to the start of a course from the Superintendent of Schools.
 - iv. Reimbursement will be made after a paid receipt and a copy of the grade report have been submitted to the Superintendent. Proof of a grade of "B" or better or a passing grade if the course is only

- offered on a pass/fail basis is required. Payment will then be made after the next regularly scheduled Board meeting.
- v. Online courses will be approved for tuition reimbursement only upon the Superintendent's determination that the course work is equivalent to an "in-residence" program. The criteria for this determination will include accreditation by a Regional Accreditation Agency of the program, and the Superintendent's assessment of the course outline and work required of the student.
- vi. Teachers may request approval to attend workshops under the provisions of this Article, the costs of such workshops will first come from the individual building workshop funds. Upon the depletion of these funds, each teacher may utilize up to 50% of their tuition reimbursement allocation in order to pay for the workshop as well as the cost of any substitute. Prior approval must be requested and received from the Superintendent. The workshop must be related to the teacher's current assignment and certification and positions that may be impacted by the NCLB, however, the needs of the District and the availability of substitutes shall also be a consideration. Such workshops cannot be used for additional compensation and/or guide movement unless taken at or through an accredited University for college credits.
- vii. The Board of Education will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences, or in service training sessions which a teacher is required or requested by the administration to take. Such requirements or requests should be made of a teacher by April 1st of the preceding school year.
- viii. Any teacher who resigns during a school year without completing said year shall return any and all monies received as course reimbursement that year, and shall not be eligible for any additional reimbursement following the date of said resignation. Upon request, this provision shall not apply to any circumstance deemed extraordinary by the Superintendent and the Board of Education
- ix. Any teacher earning an administrative certificate that leaves the district, must return any and all monies received as course reimbursement for the previous twelve (12) months and shall not be eligible for any additional reimbursement following the date of said resignation
- x. A maximum of eighteen (18) college credits per year may be counted for guide movement.

B. OFFICE PERSONNEL

The Board of Education shall reimburse office personnel for courses which are approved in advance by the Superintendent of Schools. The maximum refund for

each office personnel per contract year is \$500.00. Reimbursement will be made after satisfactory proof of completion of the course and proof of receipt of a grade of "C" or better, or a passing grade if the course is graded on a pass/fail basis, are furnished by the employee. Dues for membership in any association are not reimbursable under this program. The total amount of funds available for all office personnel shall be limited to \$2,000.00 by the Board of Education for implementing this tuition reimbursement program each contract year.

C. SPECIALISTS AND THERAPISTS

The Board will reimburse employees employed in the capacity of Physical Therapists, Nurses, Occupational Therapists, and Hearing Specialists for any coursework necessary for the renewal of their licenses up to their maximum annual allotment for tuition reimbursement. To be eligible for reimbursement, the employee will be required to obtain approval in writing prior to the start of the coursework from the Superintendent of Schools. Courses must be graduate and/or undergraduate level and taken at or granted through (consistent with the relevant law) an accredited institution of higher education. Selected courses or degree programs must relate to the employee's current or future job responsibilities.

- D. For employees hired after July 1, 2004, in order to be eligible for column advancement beyond the MA degree, graduate course work must post date the Master's degree. Any courses, including graduate courses taken prior to receiving the Master's degree, shall not be applied to any column after the MA.
- E. The Board shall provide child specific training for aides working with students with physical, emotional, or communicative disabilities prior to beginning such work, as appropriate. The Board will provide training, when appropriate, in properly assisting or restraining students with such disabilities.

ARTICLE XII

SALARY DEDUCTIONS

- 1. The Board agrees to deduct from the salary of its employees dues from the Waldwick Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 52: 14-15.9(e) and under rules established by the State Department of Education. Said deductions shall be made by the Board's payroll office and shall be transmitted by that office to the appropriate organizations. Employee authorization shall be in writing on prepared forms.
- 2. The Board agrees to provide a payroll deduction for its employees to purchase annuities in accordance with provisions of N.J.S.A, 18A:66-127 et seq.
- 3. The Board of Education through payroll deductions will provide a summer payment plan in accordance with N.J.S.A. 18A:29-3 and Rules and Regulations of the State Board of Education. Deductions shall be deposited in monthly individual interest bearing accounts.
- 4. The Association agrees to save the Board harmless and to relieve it, its officers, or its employees from any liability which may result from the exercise of its obligations under this Article.

ARTICLE XIII

EQUIVALENCY CREDIT - TEACHERS

This article was deleted as per Memorandum of Understanding dated 5/27/2014.

ARTICLE XIV

SABBATICAL LEAVE TEACHERS

An application for sabbatical leave shall be recommended by the Superintendent and approved by the Board of Education only when, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will be benefited.

A sabbatical leave shall be granted to a teacher by the Board of Education for study at a recognized institution, subject to the following conditions:

- 1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of 1% of the professional staff or two teachers, whichever is greater, within any one school year.
- 2. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1, action to be taken no later than May 1 of the school year before the requested leave year.
- 3. The teacher must have completed at least seven (7) full years of service in the Waldwick School District. A teacher may reapply for a second leave five (5) years after return to teaching duties; however, primary consideration will be given teachers who are applying for the first time.
- 4. On the basis of the applications received, the Superintendent shall, after conference with other appropriate administrative officers, determine an order of eligibility and recommend same to the Board of Education which shall make the final decision.
- 5. The teacher on sabbatical leave shall be paid by the Board 60% of his annual salary which he would have received had he remained actively employed during the period of his leave.
- 6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he should have achieved had he remained actively employed in the system during his period of absence provided that all requirements of the sabbatical leave request have been fulfilled satisfactorily in the judgment of the Board of Education.
- 7. Applicant must remain in service of the Board of Education for two (2) years after expiration of leave; or in the case of resignation within two (2) years, he must refund to the Board of Education such proportion of his salary paid during the leave of absence as the unexpired proportion of two (2) years shall bear to said period.

ARTICLE XV

EMPLOYEE AND ASSOCIATION RIGHTS

A. Employee Rights

An employee shall have the right to have up to two (2) representatives of the Waldwick Education Association at any meeting with Superintendent, Board or Committee of the Board when an employee is required to appear before any of the above on a disciplinary matter. A written notice giving reason for the meeting must be given to the employee at least twenty-four (24) hours before such a meeting.

B. Association Rights

- 1. The Board shall furnish to the Association information that is available by law to the general public concerning education programs and financial data of the District. Information necessary for the processing of a grievance or complaint shall also be furnished. A reasonable time allocation shall accompany each request.
- 2. The Association shall have the right to transact business on school property at reasonable times with the consent of the school administration if normal school operations are not disrupted.
- 3. Upon advance notice to the building principal, the Association shall have the right to use school facilities and equipment when reasonable. The Association shall pay the cost of materials and supplies.
- 4. The Association shall have the right to have a bulletin board in each school building with no approval required of a Principal.
- 5. The Association shall have the right to use inter-school mail facilities and mail boxes as necessary without approval of a building principal.
- 6. A Waldwick Education Association representative shall be permitted to address the entire faculty at the first general faculty meeting or assembly of the school year. A WEA representative may speak to the employees at any monthly faculty meetings.
- 7. Association meetings may be held on the first Monday of the month after school hours except when the Superintendent determines that the best interests of the District require the meeting to be held on the second Monday of the month. In the event of a holiday, the meeting may be held on the second Monday of the month.

C. Personnel Records File

1. File

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such review.

2. <u>Derogatory Material</u>

No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XVI

AGENCY SHOP AND REPRESENTATIVE FEE

1. <u>Purpose of Fee</u>

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part 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. Extra and co-curricular positions are excluded from the provisions of this section.

2. Amount of Fee/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 nonmembers will be determined by the Association in accordance with the law and shall be 85% of the amount otherwise paid by its members.

3. Deduction and Transmission of Fee

(a) 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 October 1 at of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

(b) Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in the preceding paragraph the full amount of the yearly representation fee in equal installment beginning with the first pay check in November.

(c) Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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 pay cheek paid to said employee during the membership year in question.

(d) 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 the transmission of regular membership dues to the Association.

(e) <u>Changes</u>

The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

(f) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of any employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

4. Indemnification and Save Harmless Provision

(a) Liability

The Association agrees to indemnify and hold the Board harmless, including the reimbursement of attorney fees and all costs associated with any litigation, against any liability which may arise by reason of any action taken by the Board in the administration of the provisions of this Article, provided that:

- (i) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (ii) if the Association so request in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
- (b) It is expressly understood that paragraph (a) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

ARTICLE XVII

SALARY SCHEDULES AND CONDITIONS

A. TEACHERS

- 1. The salary guides and salary conditions appended to this Agreement as Schedules A, A-1, B-1, B-2, B-3,C, D, E, and F are made a part of this Agreement, and they shall apply to all members of the recognized unit.
- 2. Teachers who do satisfactory work will be recommended to the Board of Education by the Superintendent for a salary increment in accordance with the approved teachers' salary guide. This recommendation must be acted upon by the Board of Education.

However, the Board may withhold such increment for inefficiency or other just cause, provided the inefficiency is established in keeping with the following principle:

Teacher efficiency shall be determined on the basis of periodic, written reports of observations by the teacher's superior(s). Such reports shall be discussed with the teacher following such observation and shall state whatever changes are deemed desirable.

Teachers who have been identified by the administration as needing improvement in a specific academic area or areas shall be required in writing on the observation report to enroll in equivalency credit courses or graduate courses in the identified area. Teachers so required shall not be required to enroll and complete more than one (1) course per academic year. The teachers so required shall have two (2) semesters to successfully complete said requirements. Unavailability of courses, as determined by the Superintendent, in the identified areas shall be cause for extending time limits.

- 3. Full credit shall be granted for comparable teaching and work experience to teachers approved for appointment by the Board of Education in the Waldwick Public Schools. A maximum of four (4) years' experience will be given for active military service. One (1) step on the teachers' salary guide shall be granted for each year of military service (or fraction thereof in excess of six (6) months). Total credit shall not exceed four (4) steps. To qualify, the applicant must submit a certificate of satisfactory service or an honorable discharge. Credit for work experience which contributes to the teacher's qualifications shall be determined by the Board of Education at the time of appointment
- 4. Bedside instruction of pupils will be paid in accordance with the rates set forth in Schedule B-1.

5. Coaches will be paid 50% of their coaching salary midway during their respective seasons and the remaining 50% at the end of the season. Payments will be issued as two separate checks. Other extra-curricular stipends will be paid in two separate payments. They will be issued as two separate checks on December 15 and May 15.

Payment for work performed as the substitute caller will be exempted from this payment schedule and will continue to be included in the employee's regular semimonthly statements.

- 6. For the 2013-2014 school year, the athletic trainer will move on the mutually agreed upon guide. Commencing in the 2014-2015 school year, the Athletic Trainer's work schedule will begin August 11th and end on June 11th. If the NJSIAA should change the start date of the fall season to an earlier date than August 11, the Athletic Trainer will be paid 1/200th of his/her annual salary to work the added days. The current Athletic Trainer (Employee #4444) will move to BA step E for the year 2013-2014, then move to step F for the year 2014-2015, then to step G for the year 2015-2106. Should Employee #4444 resign or retire, the athletic trainer that replaces him will enter the salary guide at BA step A unless the new employee holds a higher degree. In addition, the Athletic trainer may be required to work up to five (5) additional days after his contract term at the discretion of the Superintendent at a per diem rate to be calculated as 1/200th of his/her salary. Compensation for any additional days would have to be approved by the Superintendent or Athletic Director. The parties shall have the right to re-open negotiations over the athletic trainer's compensation/work year for the 2015-16 school year if it informs the other party in writing by April 15, 2015 of its request to negotiate.
- 7. Courses and advanced degrees that are to be considered for advancement must be completed prior to August 31 of a contractual year. Salary increases related to these courses and advanced degrees will become effective September 1st. To be eligible for horizontal movement on the salary guide in September, a teacher shall notify the Superintendent no later than January 8 that he/she will be taking a course that will make him/her eligible for a salary adjustment in September. Failure to comply with the notice provisions shall result in the delay of payment of the salary adjustment until the following September. To be eligible for horizontal movement the teacher must submit an official transcript.

B. OFFICE PERSONNEL

1. Salary Guide

The salary for full time office personnel employees is set forth in Schedule D.

2. Hours of Work/Overtime

The regular hours of work shall be forty (40) hours per week (8 hours per day) inclusive of one (1) hour for lunch. Time and one-half will be paid for all hours in excess of (40) hours per week.

3. Office personnel shall be notified of their work hours. Employees desiring any change, temporary or permanent, in their starting or ending times must make a written request, in advance and including the reason for the proposed change, and receive approval for the change from their supervisor. In case of emergency, as determined by the immediate Supervisor, the advance notice requirements shall be waived.

C. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

1. Salary Guide

The base salary schedule for custodial/grounds and maintenance employees is set forth in Schedule "E". Such salary guides shall remain in effect during the term of this Agreement.

**Employee #4139 is capped at his present salary and, therefore, shall receive no further salary increase during the Contract period.

All custodial/grounds and maintenance employees shall be placed on the appropriate step of the salary guide for which they have bona fide work experience. Work experience shall be determined by the school business administrator.

The probationary period for custodial/maintenance employees shall be for one (1) year. The terms and conditions of this agreement apply during the probationary period.

2. Hours of Work

The regular hours of work shall be a maximum of forty (40) hours per week, Monday-Friday. The Board maintains the right to transfer and/or reassign employees from shift to shift and building to building as the need arises. Whenever possible, at least three weeks notice of transfer and/or reassignment between shifts and/or between buildings shall be given to the custodial/grounds/maintenance employees except in cases of emergency. The Board shall be permitted to place one custodian hired after July 1, 2007 on a Saturday work day under the following conditions;

- (a) The employee is a new hire and no custodian/grounds/maintenance employee will be terminated to make room for this position
- (b) Present custodians are not bumped from their shift unless they request a change.
- (c) The Tuesday-Saturday custodian shall be required to work the extra Saturday overtime if it is just for 1-2 hours.
- (d) On the two (2) shortened days when teachers and aides are permitted to leave after the dismissal of the students (Thanksgiving and Christmas), the Night Custodians may come in at 1:00 pm and leave at 9:30 pm, provided no evening activities are planned.

3. Extra Stipends Above Guide

	<u> 2013-2016</u>
Midday (start 10:00 a.m. or later)	420.00
Night Shift	820.00
Black Seal (required)	420.00
H.S. Night-In-Charge	750.00
Elem. Head Custodian	1,800.00
H.S. Head Custodian	2,600.00

Custodian/grounds employees hired after January 1, 2004 must possess a black seal license.

New custodial/grounds employees must possess at time of hire, or obtain within 12 months of hire date, their CDL, and may be assigned bus driving duties.

4. Overtime

Time and one-half will be paid for all hours in excess of forty (40) hours per week. Double time will be paid for work on Sundays. Custodial/grounds and maintenance employees will be compensated at a double time rate of pay in addition to the day's pay for work on holidays.

A day's pay, for the purpose of determining the overtime pay rate, shall be defined as one two hundred and sixtieth (1/260) of the contracted yearly salary. The day's pay shall then be divided by eight (8) to determine the base hourly rate of pay for the custodial/grounds and maintenance employees. In the event custodial/grounds and maintenance employee's compensation is to be reduced, a day's pay is to be determined in the same manner.

The Board shall reimburse any custodial/grounds or maintenance employee for the cost in acquiring and/or maintaining a commercial drivers license ("CDL") in the event that the Board requires that the CDL be acquired and/or maintained as a condition of employment. Custodian with a CDL can be assigned to drive a bus when deemed necessary by the Superintendent or School Business Administrator. If the assignment of a custodian to drive a bus results in a reduced shift at a specific school, the remaining custodian shall be given a modified work assignment.

5. Custodial/Grounds and Maintenance workers shall be assigned an email address through the district for work related correspondence.

D. ALL EMPLOYEES

- 1. To be eligible for an annual salary increase/increment, an employee must work at least half of the employment year plus one day, i.e. five months and a day for ten month employees and six months and a day for twelve month employees.
- 2. Staff members, who resign shall not receive their final salary payment by direct deposit but will be issued a final salary check.

3. All employees' compensation (salaries and stipends) will be paid via direct deposit into a bank account of the employees' choosing.

E. LONGEVITY TEACHERS/CERTIFICATED PROFESSIONALS

Commencing July 1, 2008-2010: \$1500.00 after completion of 20 full school years of service on the teachers' guide in the Waldwick School District and each subsequent year through their 25th year of service.

Commencing July 1, 2008-2010: \$1750.00 after completion of 25 full school years of service in the Waldwick School District on the teachers' guide and each subsequent year.

In order to constitute a full year of service, an employee on the salary guide must be employed by the Waldwick Board of Education five months and one day of said year, Teachers/Certificated Professionals shall only receive credit for time employed as a certificated professional in the Waldwick School District

For ten (10) month employees, longevity shall not accrue unless the employee has worked five (5) months and one (1) day of the school year.

F. <u>LONGEVITY- CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES AND SECRETARIES</u>

Employees receiving longevity as of July 1, 2003 shall not have their longevity payments reduced. Custodial/grounds and maintenance employees earning in excess of \$3,000.00 in longevity per year shall have their longevity payment frozen at the rate in effect on July 1, 2003. Effective July 1, 2007, longevity payments for custodial/grounds, maintenance and effectively July 1, 2010 longevity payments for office personnel shall be as follows:

	<u>2013-2016</u>
After 10 years	1700.00
After 15 years	2200.00
After 20 years	2700.00
After 25 years	3200.00

Longevity shall not accrue unless the employee has worked six months and one day of the calendar year.

G. LONGEVITY -AIDES

Aides who will have completed eight (8) years of service as of July 1, 2004 will be grandfathered at the rate of \$500 per year. All aides hired prior to January 1, 2008 shall be eligible for longevity payments as follows:

After 10 years \$750

After 20 years \$1000

All aides hired subsequent to January 1, 2008 shall not be eligible for longevity payments.

Longevity shall not accrue unless the employee has worked five (5) months and one (1) day for ten (10) month employees, and six (6) months and one (1) day for twelve (12) month employees.

H. SALARIES - AIDES

- 1. All aides hired prior to January 1, 2008, shall be deemed salaried based upon a 184 day work year and paid in accordance as set forth in Schedule F. Such salary guides shall remain in effect during the term of this agreement and a 184 day work year.
- 2. All aides hired as of January 1, 2008, shall be deemed hourly employees and shall be paid at the hourly rate of \$16.50 per hour and, thereafter, shall receive the agreed upon contractual increases. Hourly employees shall only be paid for the actual hours worked and shall not be entitled to longevity.
- 3. Aides with sixty (60) college credits and a county substitute certificate shall be paid an additional stipend of \$875.00. The differential for aides working less than full-time shall be prorated.
- 4. Hourly aides will be paid for their scheduled hours on emergency related shortened days.
- 5. Hourly aides will be paid the first pay period of September and then follow the regular bi-monthly pay schedule of 10 month employees.
- 6. All hourly aides will be required to sign in and sign out of work on a computer-based timekeeping system to be implemented by the District.

ARTICLE XVIII

HOLIDAY SCHEDULE

A. <u>OFFICE PERSONNEL</u>

1. Plan A and Plan B Personnel

Ten month office personnel will follow the holiday schedule as per the school calendar. Twelve month office personnel will follow the holiday schedule as per the school calendar with July 4th and Labor Day as additional days off.

B. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

The following is a list of holidays for each year of the contract, provided school is not in session on these days:

President's Day (legal holiday)

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day (legal holiday)

Veterans Day (legal holiday)

N.J.E.A. days (2)

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Years Eve

New Years Day

If any of the above holidays shall fall on a day that school is in session or on a Saturday or Sunday, then custodial/grounds and maintenance employees shall be granted another day when school is not in session. The scheduling of the floating holiday by each custodial/grounds and maintenance employee shall be approved in advance by the school business administrator.

Furthermore, it should be noted that custodial/grounds and maintenance employees cannot be granted a holiday when school is in session. However, if schools are closed for Yom Kippur in the future, the Board of Education will grant the custodial/grounds and maintenance employees this holiday. If schools are not closed, the holiday will not be granted.

The Board may require one (1) employee to work on each of the two N.J.EA. days. When it does, this day shall be considered a day that school is in session which would allow for the scheduling of a floating holiday for the affected employee pursuant to paragraph two of this section. The Board shall provide the employee with thirty (30) days notice, if required, to work on an NJEA day.

C. HOURLY AIDES

Hourly aides hired after January 1, 2008 shall not be entitled to paid holidays.

ARTICLE XIX

VACATION

A. OFFICE PERSONNEL

All office personnel shall receive the following vacation benefits:

After one year

two (2) weeks

After six years

three (3) weeks, one (1) day

After seven years

three (3) weeks, three (3) days

After eight years

three (3) weeks, five (5) days

After nine years

three (3) weeks, seven (7) days or 22 days

Office personnel shall not be permitted to take off the week before school commences. Office personnel may only take off the last week of school with the approval of the Superintendent.

In order to determine the number of years of service for vacation benefits, after completion of one (1) full year, an office personnel who worked in their first year less than one (1) year, but more than half year, shall be given credit for a full year of service.

All vacation time is subject to the approval of the immediate supervisor and shall be submitted two weeks in advance. Except in case of emergency, the Board/Administration shall not cancel approved vacations.

Vacation shall be pro rated unless the employee works six (6) months and one (1) day for twelve (12) month employees, and five (5) months and one (1) day for ten (10) month employees.

B. CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

All custodial/grounds and maintenance employees who have satisfied the time requirements stated below shall be entitled to the following vacation:

The following vacation schedule will be in effect for all custodial/grounds and maintenance employees hired on or after July 1, 1995:

After one (1) year

one week

After two (2) years

two weeks

After three (3) years

three weeks

After ten (10) years

four weeks

Any custodial/grounds and maintenance employees hired before July 1, 1995, shall receive five (5) weeks (25 days) vacation.

All vacation time is subject to the approval of the immediate supervisor and shall be submitted two weeks in advance. Except in case of emergency, the Board/Administration shall not cancel approved vacations.

In order to determine the number of years of service for vacation benefits after completion of one (1) full year, a custodial/grounds and maintenance employees hired prior to July 1, 1992 who worked in his first year less than one (1) year, but more than half a year, shall be given credit for a full year of service.

It is further agreed that in the event that two (2) or more people in the same department request the same vacation period, the person with the most seniority in the department shall have first choice.

Custodial/Grounds and Maintenance employees shall not be permitted to take off the last week of school or the week before school commences.

Vacation shall be pro-rated unless the employee works six (6) months and one (1) day.

ARTICLE XX

CLOTHING - CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

- A. The Board of Education will provide annually three (3) work shirts, three (3) t-shirts and three (3) work pants for each custodial/grounds and maintenance employees no later than September 1.
- B. The Board of Education will provide a \$90.00 shoe allotment per year for all custodial/grounds and maintenance employees. The shoes shall be maintained and kept in good condition by the employees. The employees must provide evidence of purchase.

The custodial/grounds and maintenance employees must forward the Director of Facilities, Security and Transportation a voucher and a copy of the sales receipt for the work shoes he or she has purchased. The Board of Education will then approve reimbursement at its next regular scheduled monthly public meeting.

- C. The Board of Education also provides winter jackets with hood for all custodial/grounds and maintenance employees. The Board of Education will purchase replacement, when the jackets are worn out no later than November 1 of each year.
- D. The Board of Education shall provide rain gear for all custodial/grounds and maintenance employees as needed for use in the performance of their duties.
- E. All clothing provided by the Board of Education shall be maintained by the custodial/grounds and maintenance employees and kept in good condition. All clothing with "Waldwick" identified on the uniform shall be returned by the employee upon termination of employment.

ARTICLE XXI

OPTICAL ALLOTMENT – CUSTODIAL/GROUNDS AND MAINTENANCE EMPLOYEES

- A. The Board of Education will provide an optical allotment for custodial/grounds and maintenance employees. The cost of this allotment shall not exceed \$150.00 per employee for the term of this contract.
- B. The custodial/grounds and maintenance employees must forward their supervisor a voucher and a copy of the bill or receipt for services he or she has received. This allotment covers eye examinations, eye glasses and/or safety glasses (safety glasses must be OSHA approved). The Board of Education will then approve reimbursement at its next regularly scheduled monthly public meeting.

ARTICLE XXII

MISCELLANEOUS PROVISIONS - TEACHERS

- A. Discipline procedures for each building shall be cooperatively developed with the teaching staff. Upon finalization and subsequent approval by the Superintendent, these procedures shall be made part of each building's faculty handbook.
- B. Scheduling shall be a cooperative venture with teaching staff members serving along with the guidance staff on a committee chaired by the Principal or his/her designee. The final design is subject to the Principal's and Superintendent's approval. Every effort shall be made to include teachers from each grade level and/or subject area on this committee. Efforts will be made, barring unforeseen contingencies, to complete all teachers' schedules by the end of the current school year. However, the Administration reserves the right to initiate schedule changes over the summer, as dictated by staff turnover or other complications.
- C. Every attempt shall be made to refrain from scheduling teachers with more than 3 consecutive classes.
- D. All employees using their own cars for travel while on school business will be reimbursed at the current rate permitted by the OMB. The parties agree that the mileage reimbursement rate will revert to the IRS rate if the law permits.
- E. Employees approved for District funded travel must submit a travel report or a written statement that they did not travel within thirty days of the approved trip.

ARTICLE XXIII

NOTICE

To the extent possible, notice of contract will be given to support staff by May 31.

All office personnel and custodial/grounds and maintenance employees shall provide the Board with thirty (30) days notice of his/her decision to terminate his/her employment with the Board for the school year in question. Unless there exists cause for an earlier termination, the Board shall provide the office personnel or custodial/grounds and maintenance employees with thirty (30) days notice of its intent to terminate his/her employment with the Board for the school year in question.

The Association shall notify the Board no later than September 15 of each year the names of its officers and group representatives. Any midyear changes to the officers and/or group representatives shall be reported to the Board within 10 days of the appointment of the officer or representative.

ARTICLE XXIV TEACHER EVALUATION

Teachers will be evaluated in accordance with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACHNJ), N.J.S.A. 18A:6-117, et seq., and regulations promulgated thereunder.

All performance observations shall be conducted openly and with full knowledge of the certificated staff member being observed. Recording devices shall not be used unless a written consent is given by the staff member being observed.

The purpose of performance observations and annual summative evaluations for all certificated staff members is to provide the members with constructive feedback for the purpose of improving performance.

All certificated staff members have the right to submit a rebuttal for any performance observation/annual summative evaluation within 10 working days of the observation report/annual summative evaluation. The rebuttal shall address specific points with which the staff member disagrees and shall be attached to all copies of the report.

Teacher members of the School Improvement Panel (ScIP) shall not conduct observations or evaluations and shall not be present when the observation/evaluation of a fellow bargaining unit member is being discussed at a meeting of the ScIP.

ARTICLE XXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. All statutes and laws affecting the school district shall be incorporated by reference into this contract.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

WALDWICK EDUCATION ASSOCIATION	WALDWICK BOARD OF EDUCATION
By: May Conly President	By: Daw Mrs. President
By: Kelly President	By: Secretary 4/14/15
By: <u>Jacy Green</u> Chief of Negotiations	By: Allie Celifo Negotiations Committee Chairperson
Date: March 27, 2015	

Schedule A – Certificated Staff Salary Guides

YEAR 1 2013-14	Waldwick	Certificated	Staff				
Salary Guide Step	ВА	BA+15 _,	BA+30	MA	MA+15	MA+30	MA+45
Α	51,100	52,850	54,600	56,350	58,100	60,300	63,000
B-C	52,300	54,050	55,800	57,550	59,300	61,500	64,200
D	53,590	55,340	57,090	58,840	60,590	62,790	65,490
E	54,890	56,640	58,390	60,140	61,890	64,090	66,790
F	56,190	57,940	59,690	61,440	63,190	65,390	68,090
G	57,490	59,240	60,990	62,740	64,490	66,690	69,390
н	58,790	60,540	62,290	64,040	65,790	67,990	70,690
1	60,625	62,375	64,125	65,875	67,625	69,825	72,525
J	62,705	64,455	66,205	67,955	69,705	71,905	74,605
K	65,425	67,175	68,925	70,675	72,425	74,625	77,325
L	68,245	69,995	71,745	73,495	75,245	77,445	80,145
M	71,165	72,915	74,665	76,415	78,165	80,365	83,065
N	74,185	75,935	77,685	79,435	81,185	83,385	86,085
o	77,305	79,055	80,805	82,555	84,305	86,505	89,205
P	80,255	82,655	85,055	86,855	88,955	91,955	94,555
Q	83,205	86,205	89,205	91,905	94,405	97,819	100,419

Start on 2/1/15

YEAR 2	Start on 27 in	713					
2014-15	Waldwick	Certificated	Staff			•	
Salary Guide					•		
Step	ВА	BA+15	BA+30	MA	MA+15	MA+30	MA+45
Α	51,855	53,605	55,355	57,105	58,855	61,055	63,755
В	52,870	54,620	56,370	58,120	59,870	62,070	64,770
C-D	53,890	55,640	57,390	59,140	60,890	63,090	65,790
E	55,170	56,920	58,670	60,420	62,170	64,370	67,070
F	56,470	58,220	59,970	61,720	63,470	65,670	68,370
G	57,770	59,520	61,270	63,020	64,770	66,970	69,670
н	59,070	60,820	62,570	64,320	66,070	68,270	70,970
1	60,805	62,555	64,305	66,055	67,805	70,005	72,705
J	62,885	64,635	66,385	68,135	69,885	72,085	74,785
K	65,595	67,345	69,095	70,845	72,595	74,795	77,495
L	68,405	70,155	71,905	73,655	75,405	77,605	80,305
M	71,315	73,065	74,815	76,565	78,315	80,515	83,215
N	74,325	76,075	77,825	79,575	81,325	83,525	86,225
0	77,435	79,185	80,935	82,685	84,435	86,635	89,335
P	80,645	83,045	85,445	87,245	89,345	92,345	94,945
Q	83,955	86,955	89,955	92,655	95,155	98,569	101,169

YEAR 3							
2015-16	Waldwick	Certificated	Staff				
Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
А-В	51,855	53,605	55,355	57,105	58,855	61,055	63,755
С	52,870	54,620	56,370	58,120	59,870	62,070	64,770
D-E	53,890	55,640	57,390	59,140	60,890	63,090	65,790
F	55,170	56,920	58,670	60,420	62,170	64,370	67,070
G	56,470	58,220	59,970	61,720	63,470	65,670	68,370
н	57,770	59,520	61,270	63,020	64,770	66,970	69,670
, I	59,070	60,820	62,570	64,320	66,070	68,270	70,970
J	60,805	62,555	64,305	66,055	67,805	70,005	72,705
K	62,885	64,635	66,385	68,135	69,885	72,085	74,785
L	65,595	67,345	69,095	70,845	72,595	74,795	77,495
М	68,405	70,155	71,905	73,655	75,405	77,605	80,305
N	71,315	73,065	74,815	76,565	78,315	80,515	83,215
0	74,325	76,075	77,825	79,575	81,325	83,525	86,225
P	77,435	79,185	80,935	82,685	84,435	86,635	89,335
Q	80,645	83,045	85,445	87,245	89,345	92,345	94,945
R	83,955	86,955	89,955	92,655	95,155	98,569	101,169

Schedule A-1 - Certificated Staff Guide Movement

Certificated Staff Guide Movement

BASE YEAR 2012-13	YEAR 1 2013-14	YEAR 2 2014-15	YEAR 3 2015-16
·		Move on 1-Feb-15	
Step	Step	Step	Step
		Α	А-В
	Α	В	С
A-B	B-C	C-D	D-E
С	D	E	F
D	E	F	G
E	F	G	H
F	G	Н .	1
G	Н	I	J
H	1	J	K

K L M N
L M N O
M N O P
N O P Q
O P Q R

K

L M

P Q Q R Q R R Read across to find your placement on the next

guide.

SCHEDULE B-1

2013-2016

EXTRA-CURRICULAR STIPENDS

	ADVISOR POSITION	2013-2016
	Band-Director-High School	\$8,049
	Band-Director-Middle School	\$1,500
	Chess Club	\$2,682
	Choral-Director	\$3,366
	Class Advisor-Freshman	\$2,141
	Class Advisor-Junior	\$3,030
	Class Advisor-Sophomore	\$3,810
	Class Advisor-Senior	\$2,358
	Color Guard Advisor-Fall/Winter	\$4,494
	Drama Coach	\$8,012
	Echo	\$6,067
	Gifted & Talented Cord.	\$3,379
	History Club- High School	\$1,109
-	Interact Club	\$1,109
	International Club- High School	\$1,109
	Literary Magazine	\$3,331
	Master Scheduling	\$9,212
	Math Club- High School	\$1,109
	Middle School Grade Level Team Leaders	\$500
	Music-Instrumental Advisor	\$1,638
	Music-Vocal Advisor	\$1,638
	National Honor Society	\$1,830
	Newsletter Advisor- Middle School	\$1,109
	Peer Alternative Listening Advisor	\$3,847
	Photography Club HS	\$2,330
	Pollution Action Committee Advisor	\$1,109
	School Journal-Middle School	\$2,454
	Set and Costume Design/Creation Middle & High School	\$1,340
	Ski Club- High School	\$1,500
	Student Council-High School	
	Student Council-Middle School	\$2,442
	Substitute Caller Service	\$5,937
	Technology Club Advisor	\$1,109
	Testing Cord. Crescent Elementary	\$951
	Testing Cord. Traphagen Elementary	\$951
	Testing Cord. Middle School	\$1,512
	Testing Cord. High School	\$3,387
	Video Production	\$9,753
	Yearbook-High School	\$6,067
	Yearbook-Middle School	\$4,002

Speech Therapy (Out of district)	\$75/hr
Bedside Instruction -per hour	\$33.78
Before School Student Monitor	\$47/hr
Curriculum-Summer- (5 hrs) per day	\$130
Saturday Detention-per day	\$156
Structured Learning Experience Coordinator	\$5,000
Trip Chaperone- 8 th grade	\$100/night

SCHEDULE B-2 2013-2016

MIDDLE SCHOOL EXTRA-CURRICULAR STIPENDS

Up to 28 extra-curricular stipend clubs may be created at the discretion of the Board each school year (fall, winter and/or spring). The stipend rate for each of these shall be \$579.

SCHEDULE B-3 2013-2016 ELEMENTARY STIPENDS

After school band practice – stipend of \$750 Elementary teacher coaches – stipend of \$750 each for 4 teachers = \$3000

SCHEDULE C

2013-2016

ATHLETIC COACHING STIPENDS

FALL	2013-2016
Cheerleading- Coach- High School	\$4,256
Cross Country- Coach	\$5,466
Football- Head Coach	\$9,678
Football- Assistant Coach	\$6,093
 Football- Assistant Coach	\$6,093
 Football- Assistant Coach	\$6,093
Football- JV Assistant Coach	\$6,093
Soccer- Head Coach- Boys	\$7,827
Soccer- Assistant Coach- Boys	\$5,273
Soccer- Head Coach- Girls	\$7,827
Soccer- Assistant Coach- Girls	\$5,273
 Soccer- Head Coach- Middle School- Boys	\$3,419
Soccer- Assistant Coach- Middle School- Boys	\$1,732
Soccer- Head Coach- Middle School- Girls	\$3,419
Soccer- Assistant Coach- Middle School Girls	\$1,732
Soccer- Freshman- Boys	\$4,999
Soccer- Freshman- Girls	\$4,999
 Tennis- Coach- Girls	\$5,466
Volleyball- Head Coach- Girls	\$7,827
 Volleyball- Assistant Coach- Girls	\$5,273
Volleyball- Freshman Coach- Girls	\$4,999
Weight Room Supervision	\$2,114
 WINTER	
Basketball - Head Coach - Boys	\$8,379
 Basketball - Assistant Coach - Boys	\$5,466
Basketball - Head Coach - Girls	\$8,379
 Basketball - Assistant Coach - Girls	\$5,466
 Basketball - Head Coach - Boys - Middle School	\$3,881
Basketball - Head Coach - Girls - Middle School	\$3,881
Basketball - Freshman Boys	\$5,002
Basketball - Freshman Girls	\$5,002
Cheerleading - Coach - High School	\$4,256
Cheerleading - Middle School	\$1,962
 Track - Indoor - Head Coach	\$5,466
 Track - Indoor - Assistant Coach	\$5,004
Weight Room Supervision	\$2,114
Wrestling - Head Coach	\$7,962
 Wrestling - Head Coach - Middle School	\$3,210

FALL	<u>2013-2016</u>
SPRING	
Baseball - Head Coach	\$7,962
Baseball Assistant Coach	\$5,272
Baseball - Freshman Coach	\$5,004
Golf - Head Coach	\$5,466
Lacrosse -JV Boys	\$5,272
Lacrosse -JV - Girls	\$5,272
Lacrosse- Head Coach (Boys)	\$7,962
Lacrosse- Head Coach (Girls)	\$7,962
Softball - Head Coach	\$7,962
Softball - Assistant Coach	\$5,272
Softball Freshman Coach	\$5,004
Tennis Head Coach	\$5,466
Track - Head Coach - Boys	\$7,962
Track - Assistant Coach Boys	\$5,272
Track - Head Coach - Girls	\$7,962
Track - Assistant Coach - Girls	\$5,272
Track - Head Coach - Middle School	\$3,426
Track - Assistant Coach - Middle School	\$1,732
Track - Assistant Coach - Middle School	\$1,732
Weight Room Supervision	\$2,114
SUMMER	
Weight Room Supervision	\$2,114

Schedule D – Office Personnel Salary Guide

YEAR 1						
2013-14	Waldwick	Office Personnel				
Salary Guide						
Step	A1	A2	A3	B1	B2	В3
0	56,174	50,555	47,750	44,940	43,535	42,130
1	57,122	51,410	48,555	45,700	44,270	42,840
2	58,087	52,280	49,375	46,470	45,015	43,565
3	59,069	53,160	50,210	47,255	45,780	44,300
4	60,067	54,060	51,055	48,055	46,550	45,050

YEAR 2						
2014-15	Waldwick Office Personnel					
Salary Guide						
Step	A1	A2	A3	B1	B2	В3
0	56,004	50,405	47,605	44,805	43,405	42,005
1	57,261	51,535	48,670	45,810	44,375	42,945
2	58,547	52,690	49,765	46,840	45,375	43,910
3	59,862	53,875	50,885	47,890	46,395	44,895
4	61,207	55,085	52,025	48,965	47,435	45,905

YEAR 3						
2015-16	Waldwick	Office Personnel				
Salary Guide						
Step	A1	A2	A3	B1	B2	B3
0	55,806	50,225	47,435	44,645	43,250	41,855
. 1	57,375	51,640	48,770	45,900	44,465	43,030
2	58,990	53,090	50,140	47,190	45,715	44,245
3	60,650	54,585	51,555	48,520	47,005	45,490
4	62,357	56,120	53,005	49,885	48,325	46,770

^{*}Employee 4225 on an off guide position equivalent to the top step of the salary guide plus an additional \$10,000. Employee 4225 receives salary increases based on the amount applied to the top step of the guide.

Schedule E – Custodial/Grounds & Maintenance Salary Guides

YEAR 1			
2013-14	Waldwick	Cust/Grounds/Maint	
Salary Guide			
Step	C/G	M	C/G/M
0	43,750	52,500	48,125
1	44,155	52,985	48,570
2	45,455	54,545	50,000
3	46,805	56,165	51,485
4	48,200	57,840	53,020
5	49,640	59,570	54,605
6	51,115	61,340	56,225

YEAR 2			
2014-15	Waldwick	Cust/Grounds/Maint	
Salary Guide			
Step	C/G	M ·	C/G/M
0	43,750	52,500	48,125
1	44,725	53,670	49,200
2	46,025	55,230	50,630
3	47,375	56,850	52,115
4	48,745	58,495	53,620
5	50,185	60,220	55,205
6	51,660	61,990	56,825

YEAR 3			
2015-16	Waldwick	Cust/Grounds/Maint	
Salary Guide			
Step	C/G		C/G/M
0	43,910	52,690	48,300
1	45,280	54,335	49,810
2	46,650	55,980	51,315
3	48,020	57,625	52,820
4	49,390	59,270	54,330
5	50,830	60,995	55,915
6	52,310	62,770	57,540

SCHEDULE F 2013-2016

Aides Salary/Compensation

1. All <u>salaried</u> Aides will receive the agreed upon settlement for each year of the contract due to the fact that all of them have reached the top step on the guide and no new Aides are being placed on the guide. Salary will be retroactive.

2013-2014

2014-2015

2015-2016

Step	Hour
5	23.12

Step	Hour
5	23.65

Step	Hour
5	24.19

^{*}The above Guide shall not be effective for Aides hired after January 1, 2008.

- 2. As per the contract, all <u>hourly</u> Aides will receive the agreed upon settlement for each year of the contract EXCEPT the Aides listed below in #7. The Aides listed below in #7 will not receive the contracted raises during this contract period. They will receive the agreed upon settlement in the contract beginning July 1, 2016.
- 3. All <u>hourly</u> Aides hired during the 2013-2014 school year will not receive retroactive pay for the 2013-2014 school year once the contract is settled. They will receive the agreed upon settlement for the 2014-2015 school year and for the 2015-2016 school year.
- 4. All Aides with 60 college credits who possess a current Bergen County Substitute Certificate shall be paid an additional stipend of \$875 for each year that said certificate is retained. The differential for Aides working less than full time shall be pro-rated.
- 5. Effective July 1, 2013, a part-time hourly aide is defined as an employee that works less than thirty (30) hours per week.
- 6. The work-day for hourly aides will be as follows:
 - a. Elementary school aides will work from 8:15am 2:51pm with a 40-minute unpaid lunch
 - b. WMS/WHS aides will work from 8:15am 3:01pm with a 30-minute unpaid lunch

This workday provides a twenty-seven (27) hours and twenty-five (25) minute work week.

7. The hourly aides currently employed by the Waldwick Public School District and who choose to continue working as an hourly aides are listed below by employee number.

Once the contract begins on July 1, 2013, these aides will earn the salary reflected next to their employee number. These new pay rates will be frozen for the length of the contract

with a zero (0) % increase upon settlement of the contract. The single hourly MS/HS aide will be moved to the elementary school and replaced with a salaried aide.

Employee#: 4730	Hourly Rate:	\$17.50
Employee#: 4729	Hourly Rate:	\$17.50
Employee#: 4704	Hourly Rate:	\$17.50
Employee#: 4619	Hourly Rate:	\$17.50
Employee#: 4727	Hourly Rate:	\$17.50
Employee #:4509	Hourly Rate:	\$17.91
Employee#: 4676	Hourly Rate:	\$17.91
Employee#: 4501	Hourly Rate:	\$17.91
Employee#: 4467	Hourly Rate:	\$19.29
Employee#: 4472	Hourly Rate:	\$19.29

- 8. As the "grandfathered" aides listed above leave their hourly aide position to work elsewhere or to another position within the Waldwick Public School District they forfeit the above status. If they are re-hired as an hourly aide in the Waldwick Public School District their rate of pay will be \$16.50 per hour.
- 9. All aides hired after July 1, 2013 will be paid \$16.50 per hour and will receive the % increase from the contract settlement in years two and three of the contract.