

AGREEMENT BETWEEN  
WILDWOOD BOARD OF EDUCATION  
AND  
WILDWOOD EDUCATION ASSOCIATION  
  
**2004-2005**  
**&**  
**2005-2008**

DRAFT: 08-Aug-05

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**PREAMBLE**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between the Board of Education of the City of Wildwood, New Jersey, hereinafter called the "Board" and the Wildwood Education Association, hereinafter called the "Association."

AND

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between the Board of Education of the City of Wildwood, New Jersey, hereinafter called the "Board" and the Wildwood Education Association, hereinafter called the "Association."

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

## **ARTICLE 1**

### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following categories of employee:

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

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

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

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

#### Administrative Personnel

- a. Director of Mandated Programs
- b. High School Principal
- c. Elementary School Principal
- d. High School Vice Principal
- e. Elementary Vice Principal
- f. Special Programs Supervisor
- g. Curriculum Supervisor
- h. Supervisor of Guidance
- i. Child Study Team Supervisor
- j. Athletic Director

3. Board Business Administrator and all employees of his/her office
4. Custodial Supervisors
  - a. Supervisor of Buildings and Grounds
  - b. Supervisor of Maintenance
  - c. Supervisor of Construction
5. Substitute Personnel
6. Other non-Certificated Personnel not dealt with in "A." above.

## **ARTICLE 2**

### **SUCCESSOR AGREEMENT**

- A. The Association shall have the right to negotiate a successor Agreement. Therefore the parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, N.J. Public Law of 1974 (NJSA 34:13 A-1 et seq.), in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the October 1st immediately preceding the expiration date of this Agreement. Any agreement so negotiated shall apply to the Bargaining Unit, be reduced to writing, and after ratification by the Board and the Association, be executed by both parties, and said Agreement shall apply to all members of the bargaining unit.
- B. Neither party in any negotiations shall have control over selection of the negotiating representatives of the other party.
- C. The Board agrees not to negotiate concerning said employees in the bargaining unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement nor may any sub-group of this Association or its membership negotiate for separate or improved benefits other than those negotiated by the authorized negotiating committees.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any such amendment shall be inserted into the existing contract.
- E. No benefit accruing to either party pursuant to this Agreement may be eliminated or reduced without being negotiated unless otherwise provided in this Agreement or unless found to be contrary to the laws of the State of New Jersey or the United States of America. Proposed new rules or modifications of existing rules of the Board governing working conditions shall be negotiated with the Association before they are established.
- F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect; provided, however, that if the voiding of the Section in question alters the intent of the article, said Article shall be re-negotiated within thirty (30) days of the determination of illegality.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### A. Definition

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

#### B. Procedure

1. Understood
  - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully resolved under the terms of this section.
2. Any employee who has a grievance shall discuss it first with his or her immediate supervisor in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the grievance shall be submitted in writing to the following:
  - a. Certificated Personnel, Clerical Staff, and Aides to the appropriate immediate supervisor.
  - b. Custodial personnel to the Business Administrator.

4. The grievance shall specify the following:
  - a. The nature of the grievance and redress desired.
  - b. The nature and extent of the injury or loss.
  - c. The results of previous discussions
  - d. His/her dissatisfaction with decisions previously rendered.

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

5. The employee, no later than five (5) working days after receipt of the written decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted as specified above in paragraph four (4) and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his/her decision in writing to all signatories of the grievance.
6. If the grievance is not resolved to the employee's satisfaction, the employee, not later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board. Notification of the Board's intent to have or not have a hearing shall be given within fifteen (15) calendar days of the date of receipt.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, and the aggrieved, with the agreement of the Association, wishes review by a third party, the Association shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
  - a. Any matter of which a method of review is prescribed by law or prescribed by any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
  - b. A complaint of a non-tenured employee which arises by reason of his/her not being re-employed.



8. Procedure

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

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### A. Public Employee Rights

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

#### B. Management Rights

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

#### C. Rights of Unit Members

1. Whenever any unit member is required to appear before the Board of Education or any committee or representative or member thereof concerning any matter which could adversely affect the continuation of the unit member in his/her office, position or employment or the salary or any increments pertaining thereto then he/she shall be given twenty four (24) hours prior written notice of the reasons for such appearance. He/she shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.
2. No unit member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include written reprimands, increment withholdings, or suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured unit member. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall generally be applied in a progressive manner, unless it is determined that due to the egregious nature of the offense(s) committed, or the repetitive or multiple nature of the offense(s) committed, immediate, more severe disciplinary action is warranted. All discipline shall be applied in a non-discriminatory fashion.
3. If the administration changes a student's grade, consultation with the teacher involved shall be held, if possible, prior to the grade change.

D. Certificated Personnel Facilities

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

E. Association Rights

1. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
2. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. The principal may not withhold approval for use of the building except for good reasons.
3. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit and to no other organizations.
4. In case of emergency, Association members shall have the right to utilize a telephone in the school office. In such event, the particular member of the Association shall reimburse the Board for his/her toll calls.
5. The Association shall have the right to utilize one copying machine for Association business subject to the following restrictions:
  - a. Prior approval of the Superintendent of Schools, or, in his/her absence, his/her designated agent, shall be obtained by the Association. The Superintendent or his/her agent aforesaid, shall have the right to withhold approval of any material he/she deems detrimental to the Board of Education or the Wildwood School System.

- b. The Association shall supply its own paper when using the copier.
6. If the President of the Association is a high school teacher, he/she shall be assigned to hall duty for his/her supervisory period. At the discretion of the principal, or his/her designated agent, he/she may be released from hall duty to deal with Association business. The President of the Association shall also have a duty-free homeroom period.

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

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

E. Clerical Rights

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

## **ARTICLE 5**

### **SCHOOL CALENDAR**

#### **A. School Calendar for Certificated Personnel**

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

#### **B. Work Year for Non-Certificated Personnel**

##### **1. Clerical Personnel**

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

2. Custodial Personnel

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

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

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

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

3. Aides' Work Year

- a. The work year for aides employed by the district shall be the same as the work year for teaching staff members (see Article 5:A above).
- b. On early dismissal days, in-service days, or conference days, aides shall be paid for the actual hours that they are required to work.

## **ARTICLE 6**

### **CLERICAL AND CUSTODIAL VACATION**

A. Clerical and custodial personnel shall be entitled to annual vacation as follows:

1. First year personnel: one (1) working day for each full month of service (from date of hire) to a maximum of eight (8) working days. These days shall be allotted to the employee for use as of July 1<sup>st</sup> of the academic year following the date of hire.

Employees shall earn the following vacation allotments:

2. From July 1<sup>st</sup> of the first (1<sup>st</sup>) academic year of employment following the date of hire through June 30<sup>th</sup> of the second (2<sup>nd</sup>) academic year of employment - ten (10) working days.
3. From July 1<sup>st</sup> of the third (3<sup>rd</sup>) academic year of employment through June 30<sup>th</sup> of the fifth (5<sup>th</sup>) academic year of employment – thirteen (13) working days.
4. From July 1<sup>st</sup> of the sixth (6<sup>th</sup>) academic year of employment through June 30<sup>th</sup> of the tenth (10<sup>th</sup>) academic year of employment – fourteen (14) working days.
5. From July 1<sup>st</sup> of the eleventh (11<sup>th</sup>) academic year of employment through June 30<sup>th</sup> of the fifteenth (15<sup>th</sup>) academic year of employment – seventeen (17) working days.
6. From July 1<sup>st</sup> of the sixteenth (16<sup>th</sup>) academic year of employment – twenty (20) working days.

- B.
1. For the purpose of this article, all references to “annual” and other related terms shall mean a period commencing July 1 and ending the following June 30.
  2. All earned vacation time is credited to an employee as of July 1 of the academic year following the year in which it was earned.

C. Clerical Vacation Scheduling

1. Vacation eligibility shall be determined as of July 1 of each year. Vacation time accumulated during the year preceding July 1 may not be used prior to June 30. Vacation scheduling is to be arranged with approval by the employee's immediate superior, and the taking of vacations is not to be limited to the summer period.
2. Each secretary shall have the right to cash out up to five (5) vacation days annually at his/her per diem rate at the employee's option.



3. Earned vacation time shall normally be taken in the school year after it is earned. However, a secretary may elect not to take all of his/her vacation in one year, to a maximum of five (5) days, to be taken in the subsequent year along with his/her vacation for that year.

**D. Custodian Vacation Scheduling**

1. Vacations may be requested with sixty (60) day' written notice. If vacation requests are submitted with less than sixty (60) days notice, approval may be granted only by the Business Administrator.
2. No more than one (1) custodian per building may exercise his/her vacation rights on any one (1) day. It is the expressed intention of this paragraph that no more than one (1) custodian may be on vacation from each building on any one (1) day. During July and August up to two (2) custodians may exercise vacation rights on any one (1) day in the high school building only.
3. All conflicts with regard to scheduling of vacations shall be determined on the basis of seniority.
4. Earned vacation time shall normally be taken in the school year after it is earned. However, a custodian may elect to have his/her vacation prorated in order to take some of these vacation days during the year in which they are earned. Likewise, a custodian may elect not to take all of his/her vacation in one year, to a maximum of five (5) days, to be taken in the subsequent year along with his/her regular vacation for that year.
5. Each custodian shall have the right to cash out up to five (5) days of earned vacation time annually at his/her per diem rate.

## **ARTICLE 7**

### **WORK HOURS**

#### A. Certificated Personnel

1. The normal in-school workday shall consist of not more than seven (7) hours and forty-five (45) minutes, which shall include a duty-free lunch period as guaranteed to teachers under Section A.7. of this Article.
  2. No certificated person shall be required to report for duty earlier than fifteen (15) minutes before the start of homeroom/morning exercise. Each certificated person shall be permitted to leave thirty (30) minutes after the end of the designated school day. These thirty (30) minutes are to be used for tutoring students, curriculum development, or class preparation. On Fridays or days preceding holidays or vacation, the certificated person's normal school day shall end ten (10) minutes after the conclusion of the designated school day.
  3. Certificated personnel are expected to maintain their usual professional responsibilities.
  4. Teacher-Pupil Contact
    - a. Except as provided herein in paragraph 13. of this Article, high school teachers shall not be required to teach classes more than two hundred sixty-five (265) minutes per day in five (5) classes, under our present scheduling system, except where initiated by the teacher. High school teachers shall not be assigned more than one (1) period per day for supervisory duties except as noted in c. below.
    - b. The Board of Education may determine to implement a nine (9) period day under the following conditions:
      - i. the nine (9) period day shall be implemented within the workday as outlined in Article 7:A.1 for certificated staff in grades seven through twelve (7-12).
      - ii. certificated staff members shall normally have the following schedule within a nine (9) period day:
        - 5 – instructional periods
        - 1 – preparation period
        - 1 – duty period
        - 1 administrative assignment/preparation period\*
        - 1 lunch period (pursuant to Art. 7:A.7)
- \* the administrative assignment/preparation period shall be an alternating period used to provide a teaching staff member with additional preparation time and an additional administrative assignment. In a normal two (2) week school period, a nine (9) period schedule will provide for five (5) additional preparation periods and five (5) additional administrative assignment periods.

- c. Elementary school teachers may be required to teach up to 315 minutes per day. Elementary school teachers may be assigned thirty (30) minutes per day to supervisory duty either before school or after school. Elementary school teachers may be assigned thirty (30) minutes cafeteria duty per day. No employee shall be assigned more than one (1) duty in any one (1) day.
    - d. Teachers are expected to supervise their rooms and the hallways in the area of their homeroom before and after school. Teachers without homerooms may be assigned a general supervisory duty during that same time. Teachers of classes are generally expected to supervise the hall areas between classes.
5. Every effort shall be made to ensure that high school teachers shall not normally be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations. However, in no case shall a teacher, without his/her initiation, be required to teach more than three (3) subject titles over a continuing period, except when the number of courses offered by the department mandates otherwise, exclusive of activities and clubs (under our present scheduling system).
6. Organizational Pattern
  - a. Study halls should not be included in calculations concerning class size.
  - b. Certain special classes such as band, choir, and physical education may be excluded from computation of class size.
  - c. In labs, shops, typing, mechanical drawing, home economics, etc., where special facilities are designed for a certain number of students, each class shall be limited to the proper size for the facilities provided but not necessarily on a one-for-one basis.
7. Certificated personnel shall receive a daily duty-free lunch period of a length that is in compliance with State Law.
8. Faculty Meetings and Back-to School Night
  - a. The notice of an agenda for any meetings shall be given to the certificated personnel involved at least one (1) working day prior to the meeting, except in an emergency. Certificated personnel shall have the opportunity to suggest items for the agenda.
  - b. Except in an emergency, all faculty meetings will be terminated no later than one (1) hour after the close of the normal school day. In the event that more than four (4) total faculty meetings in a normal month are necessary, the school day shall be shortened for the additional meetings so that the entire length of the meeting would be encompassed within the normal school day.
  - c. Certificated personnel shall be required to attend Back-to-School Night with no additional compensation.

9. Prep Time

- a. High school teachers shall, in addition to their lunch period, have daily preparation time of at least one class period in length except as provided herein. During that period, high school teachers shall not be assigned to any other duties. This period shall be used for purposes directly related to the instructional program: planning, tutoring, etc., at the teacher's option. High school teachers with laboratory subjects and high school teachers of the fine and practical arts shall not be entitled to one (1) preparation period per day but shall be entitled to a total of five (5) preparation periods per week.
- b. Elementary school teachers shall be entitled to five (5) preparation periods per week. These periods shall be used for purposes directly related to the instructional program: planning, tutoring, etc., at the teacher's option. The length of the period shall be defined by the schedule depending upon the time of day in which the period occurs. The elementary principal may, at his/her sole option, utilize elementary school teachers for any appropriate purpose related to the education process or the functioning of the school during any non-instructional period other than the five (5) preparation periods specified herein. In the event that the schedule cannot afford any teacher five (5) full periods per week, the elementary school principal may, in his/her sole discretion, schedule said teacher to attend school up to ten (10) minutes in advance of the opening of school to commence his or her preparation period. In such event, that teacher shall be permitted to depart the school up to ten (10) minutes early on that day.
- c. The practice of using a regular teacher as a substitute, thereby depriving him or her of his or her preparation period, shall be discouraged. If such coverage is absolutely necessary, it shall be arranged by the principal of the school in question and shall be distributed equally among the teachers in that school. Teachers shall be paid for each class that he/she serves as a substitute as follows:

2004- 2005	\$27.00 per class
2005- 2006	\$28.00 per class
2006- 2007	\$29.00 per class
2007- 2008	\$30.00 per class

- d.1. If the regular class teacher is absent and the ICS teacher assumes the primary teaching duties for the entire class, he/she shall be paid an amount of money equal to the class coverage payment outlined in Article 7:A.9.c., even if a substitute teacher is present for the regular classroom teacher.
- d.2. If the ICS teacher is absent, the regular classroom teacher will not be paid any additional monies regardless of whether a substitute is present or not for the absent ICS teacher.

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

13. Additional Classes

The Board may require a high school or middle school teacher to teach an additional class (a sixth (6<sup>th</sup>) class subject to the following conditions:

- a. Volunteers shall be sought first through posting. If no qualified teacher applies, the Board may assign the additional class. The Board will rotate assignment among those teachers within the given teaching preparation. No teacher will be required to teach an additional class two (2) years in a row.
- b. No more than two (2) teachers from an academic department shall be required to teach an additional class in any given school year.
- c. No teacher will be scheduled to teach more than four (4) consecutive classes in a row during any school day.
- d. No teacher teaching an additional class may be assigned a duty period.
- e. No teacher of an additional class will be required to cover for an absent teacher pursuant to paragraph 9.c. above.
- f.1. Each high school teacher who teaches an additional period shall receive compensation at a rate equal to one-sixth (1/6) of the said teacher's annual base contractual salary for the year during which the class is taught. Such payment may be pro-rated for less than a full-year assignment.
- f.2. a. A subject endorsed teacher at the Middle School, serving on his/her subject matter endorsement, who is assigned six (6) teaching periods, one (1) of which is at the High School level, shall receive the contractual rate for a sixth period assignment as contained in this Article in § A:13,f.1.

- b. A subject endorsed teacher at the Middle School, serving on his/her subject matter endorsement, who is assigned six (6) teaching periods at the Middle School level, shall receive an additional two thousand five hundred dollars (\$2,500).
  - c. An elementary endorsed teacher at the Middle School, serving on his/her elementary endorsement, shall be subject to a teaching assignment pursuant to this Article in § A:4.c.
  - d. An elementary endorsed teacher or a subject endorsed teacher serving on his/her endorsement whose assignment is in any part in grades Pre-K through Grade 5, shall be subject to a teaching assignment pursuant to this Article in § A:4.c.
- f.3. Nine Period Day
- a. With the implementation of a 9 period day, each teacher who teaches an additional period under the 9 period day schedule shall receive compensation at a rate equal to one-sixth (1/6) of the first step of the B.A. guide added to the annual base salary. Such payment may be pro-rated for less than a full-year assignment.
  - b. If an additional instructional period is volunteered for or assigned, it shall be scheduled during the staff member's administrative assignment/preparation period. If the nine (9) period schedule is not implemented or the old scheduling arrangement is re-instituted after the implementation of a nine (9) period day, the payment outlined in f.1 and f.2. above shall be controlling for a sixth (6<sup>th</sup>) period assignment.
- g. The compensation specified in paragraph f. above shall be added to the certificated person's salary, but shall under no circumstances be deemed a permanent increase in his/her salary; it being the express intention of the parties that the moneys received by the teacher hereunder shall be paid only in the semester or semesters during which the teacher teaches the sixth class. At such time as the certificated person no longer teaches the sixth class, the compensation provided for herein shall be deleted from his/her pay. For all purposes contemplated under this Agreement, the certificated person's salary shall be deemed to be that set forth in Schedule "A" annexed hereto exclusive of the compensation provided for hereunder.
  - h. Notwithstanding anything contained in paragraph g. above, the certificated person shall receive one (1) paycheck which shall include therein both the salary specified in Schedule "A" annexed hereto and the additional compensation provided in paragraphs f.1; f.2 a or b; or f.3.a above. The certificated person shall be entitled to pension credit for the moneys earned for teaching the sixth class.

B. Clerical Personnel

1. The work day shall consist of eight (8) hours including a sixty (60) minute uninterrupted lunch hour.
2. The eight (8) hour workday for each secretary shall be arranged with the building principal between the hours of 7:00 a.m. and 5:00 p.m.
3. The assignment of a secretary shall be designated at the beginning of the school year and said shall remain in effect for the entire year except by mutual consent of the parties.
4. The additional compensation for the call-in secretary as provided in § 10 of this provision shall be unaffected by this paragraph.
5. Summer work hours of 8:30 a.m. to 3:00 p.m. including sixty (60) minutes uninterrupted lunch hour, will take effect five (5) school days following the close of school in June and will remain in effect until the day of school opening in September; provided, however, that between the hours listed above all offices having more than one (1) secretary shall be covered continuously between the hours stated herein
6. One uninterrupted coffee break of fifteen (15) minutes each morning per day standardized and mutually agreed upon by the employee and the building principal.
7. The workday of secretaries shall conclude one-half (1/2) hour earlier than their weekday schedule on each Friday of the school year, with the approval of the building principal.
8. Permanent part-time personnel shall receive an unpaid lunch of not less than thirty (30) minutes provided they are scheduled to work more than five (5) hours.
9. School closings for inclement weather shall include secretaries.
10. During times of inclement weather that pose serious safety considerations, secretaries may be excused from work early with the permission of the Superintendent of Schools.
11. Compensatory Time
  - a. Secretaries who work over-time hours with the prior permission of the Business Administrator shall be compensated at the rate of time and one-half for all such hours worked. Overtime shall be considered hours beyond eight (8) in any one day, or hours worked outside the normal work week.
  - b. Secretaries on twelve (12) month contracts shall work all of the Board-approved certificated personnel calendar days. The Board shall have the right to require one

(1) secretary to be on duty during all days on which an administrator is working, and the school is closed during the school year (summer excluded). Such time shall be compensated at time and one-half for all hours worked.

12. Call-in Secretary

- a. One secretary will be designated at the beginning of each school year as the call-in secretary.
- b. He/she shall be available by phone at designated times each evening before and each morning of a regularly scheduled school day:
  - [1] to handle calls of employees who will not be able to work
  - [2] to secure substitutes for said employees
  - [3] to report to the principal those employees absent and substitutes secured.
- c. S/he shall be paid for 1¼ hours work per day at 1½ times his/her prorated annual salary.

C. Custodial Personnel

1. Custodians shall be assigned eight (8) hour shifts according to the needs of the system. The total workday shall be eight and one-quarter hours (8 ¼). Effective July 1, 1994, the full-time Custodial work week may be scheduled Monday through Friday, Tuesday through Saturday, or Sunday through Thursday. Custodial employees hired prior to December 31, 1993 shall not be required to work the Tuesday through Saturday or the Sunday through Thursday work weeks. Said employees may volunteer for said shifts should they desire to do so. The workday on Saturday and/or Sunday shall be a 9:00 a.m. to 5:00 p.m. workday. Overtime rates shall not be paid to employees for Saturday or Sunday if said days are part of their regularly scheduled work week.
2.
  - a. Custodians may leave the building during their thirty (30) minute lunch break which shall be scheduled within the workday outlined in C.1. above. If any custodian is required to remain in the building during his/her full lunch break by the administration, he/she shall be entitled to fifteen (15) minutes of additional pay, which may be overtime, as appropriate.
  - b. Custodians shall have two (2) fifteen (15) minute breaks during their regular shift.
3. Call-Back Pay
  - a. Each employee shall receive a minimum of one (1) hour's pay at the rate of time and one-half when compelled to return to work for scheduled call-back. For



purposes of this agreement, "scheduled call-back" shall mean any required return to work posted no later than thirty (30) minutes subsequent to the commencement of the shift on or before the date of said call-back.

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

4. Overtime Pay

Custodian personnel shall be compensated at the rate of one and one-half times (1-1/2) the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. The lunch period shall not be included as part of the eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one-half (1/2) hour units, fractional portions being counted as a full one-half (1/2) hour. No payment shall be made for initial periods of less than fifteen (15) minutes.

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

E. Aide Personnel

1. The workday for full-time aides employed by the district shall be seven (7) hours and forty-five (45) minutes per day inclusive of a thirty (30) minute lunch and two (2) fifteen (15) minute breaks.
2. Aides who obtain and maintain a valid County Substitute Certificate will be paid an additional twenty-five dollars (\$25) per day when assigned by the administration to substitute for a professional staff member for a full school day.

## **ARTICLE 8**

### **EMPLOYMENT PROCEDURES**

#### A. Staff Vacancies

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

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

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

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

#### E. Certificated Personnel Assignment

1. All certificated personnel shall be advised, in writing, of their tentative teaching schedule, grade and/or subject assignments and building assignments not later than June 15. The certificated person will be notified in writing of any change of such assignments as soon as possible.
2. Certificated personnel who desire a change in grade, subject, or building assignments will notify the principal and Superintendent in writing. Such request will be evaluated prior to

consideration of the hiring of new staff, if a vacancy exists. Nothing in this Article shall prevent administrative assignment or transfers in the best interest of the School District.

F. Termination of Contracts

1. The dismissal of any tenured certificated person shall be in accordance with the statutes of the State of New Jersey and the rules and regulations of the New Jersey State Board of Education, covering such dismissals.
2. Non-Tenured
  - a. Contracts of non-tenured certificated personnel shall contain provisions by which either the certificated person or the Board may terminate the contract on sixty-days' (60) notice to the other party, or sooner if mutually agreed between the certificated person and the Board.
  - b. Any non-tenured certificated person who receives notice that his or her employment with the Board is to be terminated shall be entitled to receive a written statement of the reason or reasons for such termination of employment no later than thirty (30) calendar days after submitting a written request for such a statement. Such written request must be received by the Board no later than fifteen (15) calendar days after the transmittal of the notice of termination of employment to the said staff member.
  - c. Any non-tenured certificated person who has received notice of termination of employment and who has requested and received a statement of the Board's reason or reasons for said termination of employment may, not later than ten (10) calendar days after receipt of the Board's statement, submit a written request to meet and confer with the Board with regard to the said termination of employment. Such a meeting shall take place with the Board or an authorized committee of the Board no later than thirty (30) calendar days after the receipt of such request by the Board.
  - d. The conduct and proceedings of such a meeting shall be informal and advisory only, and shall not obligate the Board in any way. The non-tenured certificated person shall be permitted to be accompanied by a representative of the Association at such a meeting.
3. Any clerical person who is resigning from his or her position shall be required to give thirty (30) days' notice. The Board will consider releasing that person prior to thirty (30) days' notice if a suitable replacement is found.
4. In case of a reduction-in-force of secretarial staff, when secretarial skills are otherwise equal as recorded in the staff member's evaluations, seniority in a specific job classification, i.e. secretary to the principal or secretary, shall be implemented.

## **ARTICLE 9**

### **SALARIES**

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

- |    |                        |  |
|----|------------------------|--|
| 1. | Certificated Personnel | Schedule A (Longevity on Schedule A-5) |
| 2. | Clerical Personnel     | Schedule B                             |
| 3. | Custodial Personnel    | Schedule C                             |
| 4. | Teacher Aides          | Schedule D                             |

B. Increments

1. Certificated Personnel Increments

- a. Upon return from leave granted pursuant to Article 14, Sections A., B., or C., a certificated person shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count towards the fulfillment of the time requirements for acquiring tenure. A certificated person shall not receive increment credit for time spent on a leave granted pursuant to Section D. of Article 14, nor shall such time count toward fulfillment of time requirements for acquiring tenure.
- b. Certificated personnel shall be eligible for and/or entitled to incremental increases on July 1.
- c. All certificated personnel, beyond Step 11, top-of-the-scale, shall be entitled to longevity, based upon the years of experience in the district. "Years of experience" shall be defined to mean years actually worked in the Wildwood District plus any years of prior experience credited to the teacher by the Board of Education at the time of initial employment, as reflected in the initial placement on the guide.  
(Years of experience = time at Wildwood + initial placement - 1)

Certificated personnel, once they have reached the top of the salary scale, shall receive, starting the following year, an additional amount of longevity as described below and as shown on Schedule A:

For 2004-2008, Level 1 shall be paid pursuant to the schedules. In addition, after six (6) years at longevity level 1, an additional \$1020.00, and after seven (7) years at longevity level 2, an additional \$1275.00, for a total of \$2295.00 as shown on the schedules.

2. Clerical Increments

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

2004- 2005	\$1,200
2005- 2006	\$1,300
2006- 2007	\$1,400
2007- 2008	\$1,500

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

3. Custodial Increments

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

4. Aide Increments

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

C. Hiring

1. Certificated Personnel

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

2. Clerical Personnel

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

3. Custodial Personnel

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

## **ARTICLE 10**

### **EXTRA-CURRICULAR COMPENSATION**

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

- a. Certificated personnel shall not receive compensation for those activities that are a part of a job for which they are already compensated or P.T.A. meetings.
- b. Compensation for supervision or other activities at athletic events is not considered in this section.
- c. Certificated personnel shall have the opportunity to volunteer for the duties indicated above, except that the school principal has the option to appoint someone who has not performed such duty for the first time in a school year. The principal also has the option of appointing someone if there are no volunteers. Involuntary assignments shall be made in such a way as to equitably distribute participation in these activities among the certificated personnel.
- d. Baccalaureate services supervision shall be voluntary except for those staff members who have to fulfill their supervisory duties as stipulated above in C. 3.
- e. An individual coaching two (2) concurrent sports during the same season will be paid one full stipend and one-half (1/2) of the other stipend.
- f. The Board of Education may place applicants with previous out-of-district experience on an appropriate step of the Extracurricular Stipend Index Scale.

D. In determining the appropriate compensation (financial worth) of an extracurricular activity, the Board of Education shall consider the following factors.

1. The amount of time required for the activity. This time is not to include time spent on extracurricular positions during the regular school day since the employee is already being compensated for those hours.
2. The responsibilities inherent in the position that are needed to complete the job.
3. Any combination of released classroom or duty time that is proposed with an extracurricular activity.
4. Any time there is a significant change in the requirements for an existing extracurricular position, a stipend classification adjustment may be considered.
5. Any proposed stipend changes shall be negotiated with the majority representative.

E. All extracurricular activities will be observed on a continuing basis by members of the Administration. All those individuals who hold extracurricular positions will be evaluated when the responsibilities of their positions are completed. Based on the evaluation, the Supervisor will recommend:



- a. that the position holder be recommended to be rehired upon application and the person will move to the next step on the Extracurricular Stipend Index Scale
- b. that the position holder will be recommended for rehire with assurances that specific changes be made to improve job performance as documented in the written evaluation, with no progression possible on the Extracurricular Stipend Index Scale
- c. that the position holder will not be recommended for the extracurricular position for the following year.

## ARTICLE 11

### EVALUATION

#### A. Observation--Certificated Personnel

1. All evaluations and formal observations of the work performance of a certificated person shall be done with the full knowledge of the certificated person.
2. All observations and evaluations of certificated personnel shall be done by supervisory-certificated personnel.
3. Class Observation
  - a. All certificated staff shall be observed and evaluated according to law.
  - b. Within three (3) days of a classroom observation, the staff member shall meet with his/her evaluator to hold an observation conference. The purpose of this conference is for the evaluator and staff member to mutually discuss the lesson that was observed.
  - c. Within eight (8) days of the observation conference, the staff member shall receive a copy of the written evaluation for signature.
  - d. The certificated person's signature will indicate only knowledge of the contents of the report, not agreement with the content. No certificated person may be required to sign a blank form.
  - e. Should the certificated staff member wish to have a rebuttal attached to an evaluation, he/she shall submit said document to the evaluator within ten (10) days of receipt of the written evaluation. Said rebuttal shall become part of the evaluation document.
4. The basic purpose of evaluation is to improve instruction. Specific suggestions should be made and an opportunity provided for improvement, with follow-up visits made.
5. A certificated person may request a formal observation from an appropriate supervisor.
6. Supervisory personnel shall observe and evaluate all extracurricular and athletic stipend positions.

- B. Material which is derogatory to an employee's conduct, service or character may not be placed in the employee's personal file unless the employee has had an opportunity to review the material, other than recommendations from outside the district. The employee shall acknowledge that

he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed. Such signature will indicate knowledge only and in no way indicate agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

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

## **ARTICLE 12**

### **SICK LEAVE**

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

1. Certificated Personnel – 10 days

2. Clerical Personnel

12 Month Employee – 12 days

10 Month Employee – 10 days

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

3. Custodial Personnel – 12 days

4. Aide Personnel – 10 days

B. Terminal Leave

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

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

- a. the employee must have completed fifteen (15) years of service in the Wildwood City Schools.
- b. the employee, to qualify for payment for unused sick leave, must have accumulated a minimum of seventy-five (75) days of sick leave.
- c. the employee shall be reimbursed for unused sick leave according to the following schedule:
  1. for an accumulation of less than seventy-five (75) days, no reimbursement
  2. for an accumulation of seventy-five (75) up to ninety-nine (99) days, forty dollars (\$40) per day. Effective July 1, 2005, this shall increase to forty-five dollars (\$45) per day.

3. for an accumulation of one hundred (100) days and above, fifty dollars (\$50) per day. Effective July 1, 2005, this shall increase to fifty-five dollars (\$55) per day.
  4. the maximum accumulation shall be two hundred (200) days
- d. payments shall be made according to the following schedule:
1. employees who retire by December 31<sup>st</sup> of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the first pay in July
  2. said employees shall receive the second one-half (1/2) payment on the first pay in January of the calendar year following actual retirement
  3. employees who retire by June 30<sup>th</sup> of a school year are eligible for payment for one-half (1/2) of their total for unused sick leave the first pay in January
  4. said employees shall receive the second one-half (1/2) payment on the first pay in July of the academic year following actual retirement
- e. should an employee die after having submitted a letter of retirement, payment for unused sick leave shall be made to the estate of the employee.

C. Miscellaneous Provisions

1. Each employee shall be entitled to sick leave each school year as of the first official day of said school year whether or not they report on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When a certificated person has exhausted all of his/her sick leave days, he/she may be entitled, at the discretion of the Board, to receive his/her full pay minus the actual cost of substitutes at the rate of one month for each year of tenure, up to a maximum of ten (10) months per occurrence. Re-accumulation of such utilized leave is permitted, and satisfactory service shall be the primary determinant in the Board's decision.

D. Absences

Except in unusual circumstances, certificated staff, secretaries and aides must call their principal or designee by 6:30 a.m. on the day they are to be absent. Custodial personnel must call in two (2) hours prior to start time. All employees may call in the night before the day they are to be absent.

E. Provision for Certificated Staff – Emergent Leave

Teachers who, for unforeseen emergency reasons, are unable to report to work in time for the start of the workday, who must leave work during the course of a workday, or who must leave work before the end of the workday (as outlined in Article VII:A.1) shall be charged with leave in accordance with the following provisions:

- a. The teacher must confer with and receive administrative approval for any missed time.
- b. Approved missed work time of up to one hundred (100) minutes of the workday will result in the teacher not being charged for the missed time.
- c. If a teacher misses more than one hundred (100) minutes up to two hundred forty (240) minutes, he/she shall be charged one-half (1/2) day of absence.
- d. If a teacher misses more than two hundred forty (240) minutes, he/she shall be charged one (1) full day of absence.
- e. All minutes shall be calculated based upon the starting and ending time of the teacher's workday.
- f. Unforeseen emergency reasons do not include personal or family business or regularly scheduled personal or family appointments that can be arranged at times either before or after the regular workday.

## **ARTICLE 13**

### **TEMPORARY LEAVES OF ABSENCE**

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

	BEREAVEMENT		ILLNESS	PERSONAL
	<u>1<sup>st</sup> Degree</u>	<u>2<sup>nd</sup> Degree</u>	<u>Immed Family</u>	
	<u>(B1a)</u>	<u>(B1b)</u>	<u>(B1c)</u>	<u>(C)</u>
Certificated	5 days	2 days	3 days	2 days
Clerical	5 days	2 days	3 days	2 days
Custodial	5 days	2 days	3 days	3 days
Aides	5 days	2 days	3 days	2 days

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

- B. Bereavement Leave and Illness

1. Definition

- a. First degree bereavement means the death of spouse, parent, child, sibling, parent-in-law, son-in-law, daughter-in-law or other person residing with the employee's family.
  - b. Second degree bereavement means the death of uncle, aunt, grandparent, grandchild, nephew, niece, cousin or brother/sister-in-law.
  - c. Illness in the immediate family shall mean illness of any first degree family member as defined in Article 13, (B1a).
2. Each employee shall be entitled to full bereavement leave as specified herein for each individual death.
3. An employee may request leave under Article 13:B.1.a. for a domestic partner. In requesting such leave, the employee must provide the Superintendent with a copy of a "Certificate of Domestic Partnership" issued by the State of New Jersey pursuant to P.L. 2003, Chapter 246.

C. Personal Leave

1. Personal leave shall mean absence from school with pay for legal, family, or personal business which shall be approved by the Superintendent. Custodial staff personal days shall be approved by the Business Administrator.
2. Personal leaves will not be granted three (3) days before or three (3) days after a holiday period or three (3) days before or three (3) days after the opening of school for the year, except in extraordinary circumstances with the written consent of the Superintendent.

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

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

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

4. Up to five (5) days for an employee for the purpose of marriage and honeymoon, two (2) days of which will be considered personal leave with no deduction and the remaining days to be with full deduction.

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



## **ARTICLE 14**

### **EXTENDED LEAVES OF ABSENCE FOR CERTIFICATED AND NON-CERTIFICATED PERSONNEL**

- A. A leave of absence without pay of up to two (2) years may be granted to any tenured certificated person who joins or participates in any of the following:
1. The Peace Corps
  2. VISTA
  3. The National Teacher Corps
  4. Exchange or overseas teacher
  5. Fulbright Scholarship.
- B. A tenured certificated person shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. Military leave shall be granted in accordance with state and federal law.
- D. Maternity Leave
1. No employee may be removed from her teaching position or other duties based solely on the fact of pregnancy or a specific number of months of pregnancy.
  2. An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
  3. a. All pregnant personnel may apply to the Board for a Maternity Leave of Absence without pay and shall be granted leave for up to six (6) months prior to the expected date of birth, or sooner if requested by the employee and administratively feasible or medically advisable, and up to one year for tenured certificated personnel or non-certificated employee after the birth of the child, at the option of the employee; however, an extension of up to one year may be granted for reasons associated with the pregnancy or birth or other just cause. The administration has the prerogative to extend the length of one leave of absence to the beginning of a half (1/2) school year. For non-tenured certificated personnel, maternity leave need not extend beyond that contract/school year in which the leave is granted. The Board shall continue to pay for the employee's Blue Cross/Blue Shield, Major Medical, dental coverage and prescription coverage during this leave of absence, for one (1) month before and up to three (3) months after the birth of the baby. For purposes of this paragraph, any child born during the first fifteen (15) days of any calendar month shall be considered to be born on the first day of that calendar month. Any child born subsequent to the fifteenth (15th) day of any calendar month shall be considered to be born the first day of the next subsequent calendar month. Both parties agree that this paragraph (Article 14 D. 3.) shall control the

payment of health benefits to each and every employee giving birth to a baby, regardless of the type of leave utilized. It is the express intention of the parties that in each and every case the Board shall provide medical benefits for each employee giving birth to a baby at least but no more than three months (as defined herein) subsequent to the birth of said baby unless the employee returns to work prior to the expiration of said three month period. If the employee opts to stay home earlier than one month before and/or longer than three months after the birth of the child, the employee shall inform the Board Secretary if the employee wishes to remain covered by this health insurance and shall pay the monthly premiums for the periods in question until returning to school.

- b. Employees on a leave of absence must notify the Board, in writing, no later than thirty (30) days prior to the end of the leave of their intent to return to work on the date the leave ends.
      - c. Employees on leaves of absence that extend through the end of a school year must notify the Board, in writing, of his/her intent to return to work for the following school year no later than June 1<sup>st</sup> of the academic year.
  4. With the approval of the Board of Education, the Superintendent of Schools may direct commencement of such leave if:
    - a. Her teaching performance or employment performance has declined.
    - b. Medical certification of fitness is not produced.
    - c. Other just cause related to this condition.
  5. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of the adoption.
- E. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
- F. Sabbatical Leave
1. A sabbatical leave of absence shall be for the purpose of professional improvement which will benefit the school system. A certificated person who has been employed in the Wildwood Public Schools for seven years or more of continuous full-time service may be granted a leave of absence for one school year for study or travel. Study shall mean full-time study involving course work of at least twelve (12) credit hours per semester or nine (9) credits per trimester at graduate level. Comparable programs of study authorized by scholarly foundations or government grant programs shall be considered as study within this sabbatical leave policy. If an undergraduate course is very closely related to the curriculum and also fills an obvious gap in the certificated person's background, this may

be included up to a maximum of six (6) credits per semester. Under the conditions of a study program, evidence of successful completion of the program must be submitted to the Superintendent.

2. Travel shall mean a visitation program within the United States or abroad for the purpose of studying other environments or cultures.
3. In the event of failure to successfully complete any part of all the program, it will be incumbent on the person to complete the same equivalent courses on his/her own time at his/her own expense within one year. If failure to complete this program results from long term illness, the person will not be required to complete the program and may choose to use his/her accumulated sick leave, provided illness is of two months or more duration and physician's certificate is presented to the Secretary of the Board of Education.
4. The salary granted to a certificated person on sabbatical leave shall be fifty percent (50%) of the salary to which he/she would be entitled if not on leave. The salary granted for sabbatical leave for travel shall be twenty-five percent (25%) of that salary to which he/she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions as may be required by law or authorized by the teacher. Salary payments shall be made in accordance with the general time schedule for payment of salaries in the school system.
5. As a condition to such leave, the certificated person shall enter into a contract to continue in the service of Wildwood Public Schools for a period of at least two (2) years after expiration of the leave of absence. Failing to so continue in service, the certificated person shall repay to the Wildwood Board of Education the amount equal to the sum paid to him/her while he/she was on sabbatical leave, unless the certificated person is incapacitated or has been discharged or if he/she is relieved of such obligations upon recommendation of the Superintendent and approval of the Board.
6. Application for such leave shall be made to the Superintendent's office prior to February 15 preceding the school year for which such absence is requested. Such application shall be made upon a regular application form furnished by the office. Immediately after February 25, the Superintendent will forward all such applications to the appropriate committee of the Board of Education.
7. Not more than one sabbatical leave shall be granted in any one year, and it is understood that the Board has the right to deny the sabbatical leave privilege to all applicants in any given year so long as the denial is consistent with the procedures delineated in this Article. Upon denial, the reasons for such denial shall be provided in writing to the applicant. The successful applicant receiving the sabbatical leave shall submit to the Board written verification of acceptance as a candidate in a graduate program of study at a properly accredited institution of learning by May 1. Failure to submit said verification shall result in automatic revocation of the sabbatical privilege. The Board may, at its sole discretion, extend the May 1 deadline.

8. Disruptive effect on the school program, past performance of the candidate, and the degree of benefit the school will realize from the candidate's sabbatical experience will be factors influencing the Board's final decision, to be presented no later than April 5.
9. Courses taken while on sabbatical leave shall not be reimbursable as per Article 15.
10. Upon completion of the sabbatical leave, a written report to the Superintendent of Schools and an oral report to the Board shall be made within a period of thirty (30) days after return to service.
11. Upon return from sabbatical leave, a certificated person shall receive one year's experience credit on the current salary guide, for his/her year on leave. The certificated person will be entitled to return to the position he/she left. (All benefits to which this person was entitled at the time his/her leave commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.) It is expressly agreed that no sick leave shall be accumulated by the certificated person on sabbatical during his/her year on leave.

## **ARTICLE 15**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### A. Certificated Personnel

1. a. The Board agrees to pay the full cost of reasonable expenses (including fees, meals, lodging, and transportation: an amount per mile allowed as a business deduction by the I.R.S as of September 1<sup>st</sup> of each year in which the contract is in effect) incurred in connection with any workshops, seminars, conferences, in-service training sessions or other such sessions which a certificated person is requested to take by the Superintendent, in writing.
- b. The Board agrees to reimburse graduate level tuition, including required general fees, (not books, parking fees, or transportation costs) for coursework taken by a certificated staff member pursuant to the following provisions.
2. The Board recognizes the value of certificated personnel remaining up-to-date and agrees to reimburse them for cost of continuing education as follows:
  - a. All course work requires prior approval of the Superintendent of Schools. These courses are directed to the improvement of instruction in the certificated person's field or such others as approved by the Superintendent.
  - b. Upon presentation of an official transcript reflecting a grade of C or higher, the entire tuition cost of up to twelve (12) credits shall be reimbursed annually to the staff member.
  - c. The maximum expenditure to the Board of Education for any one certificated staff members graduate credit reimbursement in any one school year shall be capped at the per credit rate for Rutgers graduate credit tuition. For example: if a graduate credit at Rutgers is \$279 and a three (3) graduate credits at Rutgers costs \$837, an employee can be reimbursed up to that amount for a three credit course s/he takes at another university. The employee cannot receive reimbursement for more than the Rutgers rate. Should an employee take credits at a college or university whose tuition rate is less than the Rutgers rate, he/she may receive reimbursement up to the actual tuition paid. The Rutgers rate times 12 credits does not create an aggregate amount for each employee, the Rutgers per credit rate creates the maximum an individual can receive for each credit taken to a maximum of 12.
  - d. Courses taken for initial certification are not reimbursable.

3. The salaries of certificated personnel shall be computed on the basis of training and experience and:
  - a. All graduate credits earned at an accredited college or university will receive consideration on the salary scale, with the approval of the Superintendent.
  - b. Credits taken for initial certification will not apply beyond the BA level.
  - c. Graduate credits used toward the MA degree may not be counted toward post MA credit.
  - d. Undergraduate and in-service courses may be credited on the salary scale with advance approval from the Superintendent.
  - e. An official transcript must be filed with the Superintendent by October 1 of the year in which the credit is claimed.
  
4. Employees who are reimbursed for credits and who voluntarily leave the Wildwood School District without having completed one (1) full instructional year beyond the year in which the course was taken shall repay the district the amount of their reimbursement according to the following schedule:

Tenured teachers = 75% of reimbursed amount  
Non-tenured teachers = 100% of reimbursed amount

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

- a. retirement: regular or disability
  - b. reduction-in-force
  - c. non-renewal or dismissal
  - d. if an employee applies for an administrative position within the district and does not get chosen for the job.
- 
5. Certificated personnel, with the approval of the Superintendent of Schools, may visit schools other than their own during school hours, or be granted other leaves of absence for approved professional reasons without loss of salary. All requests for visitations however, are to be made through successive channels by submitting a request in writing prior to the visitation.

**B. Mentoring of Professional Staff**

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

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

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

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

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

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

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

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

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

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

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

C. Clerical Personnel

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

D. Custodial Personnel

1. Each year, a stipend of \$1,000 will be paid to any member of the custodial staff who has his/her Boiler License.



## **ARTICLE 16**

### **HEALTH INSURANCE**

- A. The Board will pay the cost of Blue Cross/Blue Shield, Rider J, and Major Medical Insurance coverage for members of the bargaining unit and their dependents. This coverage will be provided under the New Jersey Public and School Employees' Health Benefits Plan.
- B. The Board will pay the cost of The N. J. State Health Benefits Prescription-Drug program coverage for members of the bargaining unit and their dependents.
- C. 1. The Board will pay the cost of dental insurance coverage, including 50% orthodontics, of its choosing for each member of the bargaining unit, and their dependents. The coverage provided shall be similar to that of Plan #2A of the Delta Dental Plan offered by New Jersey Dental Service Plan, Inc.
2. Effective July 1, 2005, employees shall contribute the following amounts towards the cost of their dental coverage each year of employment:
- |                     |       |
|---------------------|-------|
| Certificated Staff: | \$250 |
| Support Staff:      | \$125 |
| Aides:              | \$ 75 |
3. Contribution will be deducted through an I.R.S. § 125 Premium Only Plan.
- D. Each employee shall have the right to transfer his/her medical coverage to an HMO program of his/her choosing provided he/she pays the difference between the cost thereof and the coverage specified in A. above.

## **ARTICLE 17**

### **SALARY PROVISIONS**

- A. The Board agrees that it will make such deductions as authorized by the employee in compliance with the provisions of Chapter 310, Public Law, 1967 and under the rules established by the New Jersey Department of Education.
- B. The Board Secretary shall deduct eighty-five percent (85%) of the NEA-NJEA unified dues paid by a member of the Wildwood Education Association from the salary of any member of the representative (bargaining) unit who elects not to join the Union.
- C. Employees may request direct deposit of their paychecks into an account or bank of their designation, provided such request results in no cost to the Board of Education. Subsequent to the implementation date, should a cost to the Board, as a result of instituting direct deposit be instituted, said practice may be terminated.

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

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

## **ARTICLE 18**

### **PERSONAL AND ACADEMIC FREEDOM FOR EMPLOYEES**

- A. The personal life of an employee is an appropriate concern of the Board only when it may directly prevent that person from properly performing his/her assigned functions during the work day or at any school activity or function.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such person, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Wildwood School District. Accordingly, they agree that certificated personnel shall be granted full freedom, without censorship or restraint, in classroom presentation and discussions, provided that the material is relevant to the course content. Certificated personnel shall further be granted full freedom to express, without censorship their personal opinions on matters relevant to the course content, provided that said opinions are not detrimental to the welfare of the students of the Wildwood School District, and provided further that each certificated personnel shall indicate that he or she is expressing a personal opinion and is not speaking on behalf of the Wildwood School District, its administration, or the Board of Education.
- D. The Association and the Board agree that they are extremely proud of the Wildwood School System, and that this pride should be shared and expressed by each employee. The Association and the Board further agree that disputes between it, and between individual employees and the Board and/or its administrators, are matters to be handled within the framework set forth in N.J.S.A. 34:13A-1 et seq.
- E. Accordingly, the Association and the Board agree that their respective members shall refrain from discussing individual members of either group in the classroom or in public meetings. The Association and the Board further agree that their respective members, either collectively or individually, shall refrain from making disparaging or critical remarks in public about members of the opposite group. The Association agrees that this subsection is essential to the maintenance of pride in the Wildwood School System.
- F. Any criticism of the performance of a unit member shall not be done in the presence of students, parents, other staff members or in public gatherings without justifiable, substantive reasons. This provision does not include directives necessary to deal with emergent situations.

## **ARTICLE 19**

### **ACADEMIC DEPARTMENT HEADS**

Department Heads shall be recommended annually by the Superintendent of Schools and shall be paid a stipend of \$1,500 for the first year the position is held, \$1,750 for the second year the position is held (consecutive) and \$2,000 for the third year the position is held (consecutive).

Effective July 1, 2005, the rates shall increase to \$1,600, \$1,850, and \$2,150 respectively.

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

#### **Organization Pattern**

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

## **ARTICLE 20**

### **UNIFORMS**

#### **Custodial Personnel**

1. The Board agrees to provide each Custodian with three (3) short sleeve shirts, two (2) long sleeve shirts and four (4) pairs of pants to be worn by each custodian during the performance of his/her duties. Each Custodian shall be responsible for maintaining his/her work clothes in a neat, clean condition. No employee may wear his/her work clothes at any time except during the course of his/her employment. Uniforms shall be replaced from time to time at the sole discretion of the Board. Any member of the Custodian staff may purchase his/her old clothing from the Board at cost when same is worn out.
2. The Board shall provide each Custodian with a pair of safety shoes not to exceed sixty dollars (\$60.00). All Custodians shall wear such safety shoes. Any Custodian requiring orthopedic safety shoes may receive a fifty dollar (\$50.00) contribution toward the cost of said shoes, provided that he or she provides the Board Administrator with proof that the shoes were in fact purchased. The shoes shall be replaced at such time as the Board Administrator determines that they are worn out. No Custodian shall wear his/her safety shoes except while on the job.
3. Failure to be properly attired in uniform during working hours may be grounds for disciplinary action.

## **ARTICLE 21**

### **FULLY BARGAINED**

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

## **ARTICLE 22**

### **AGENCY SHOP**

A. Purpose of the Fee:

If an employee, either a certificated or non-certificated employee of the Board in a position represented by the Association in the negotiating unit described in the Recognition Clause of this Agreement, does not become a member of the Association during any membership year which is covered in part or in whole by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of the Fee and Notification:

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

C. Deduction and Transmission of the Fee:

1. Notification: On or about the 15<sup>th</sup> of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section C:1, the full amount of the yearly representation fee in equal installments beginning in the first paycheck in February.
3. Termination of Employment: If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics: Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives such notice.

D. Demand and Return System

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



## **ARTICLE 23**

### **MISCELLANEOUS PROVISIONS**

- A. When any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so in writing to the following addresses:
1. If by the Association to the Board – at the Office of the Secretary of the Board of Education Wildwood, New Jersey, 08260
  2. If by the Board to the Association – at the school of the President of the Association. Written notification of the appropriate school will be submitted to the Board of Education at the beginning of the school year.
  3. The Board of Education will produce a “draft” copy of the new Agreement for review by both parties. The Board will provide the Association with said “draft” agreement on a disk. Subsequent to final agreement to the new contract language, within forty-five (45) days the Board will produce and distribute the contract to each employee in the unit.
- B. Certificated personnel shall communicate with the Board of Education through proper and successive channels, principal, Superintendent, Board, except for Section A. of this Article.
- C. The Board recognizes the Association's appointed "T. & E." representative as one of the designees for the required consultation in connection with Chapter 212 and Title 6.
- d. A committee shall be formed pursuant to regulation to oversee the implementation of the requirement for 100 hours of professional growth for teaching staff members as mandated by the state.

**ARTICLE 24a**

**DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2005. There shall be no re-openers.

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

WILDWOOD EDUCATION ASSOCIATION

WILDWOOD BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiating Team Chair

\_\_\_\_\_  
Negotiating Team Chair

DATED: \_\_\_\_\_

SEAL:

**ARTICLE 24b**

**DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. There shall be no re-openers.

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

WILDWOOD EDUCATION ASSOCIATION

WILDWOOD BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiating Team Chair

\_\_\_\_\_  
Negotiating Team Chair

DATED: \_\_\_\_\_

SEAL:

Teacher Guides

Schedule A-1 2004-2005

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	42,231	43,231	44,431	45,631	47,031	48,231	49,431	50,631
2	42,531	43,531	44,731	45,931	47,331	48,531	49,731	50,931
3	42,831	43,831	45,031	46,231	47,631	48,831	50,031	51,231
4	43,131	44,131	45,331	46,531	47,931	49,131	50,331	51,531
5	43,431	44,431	45,631	46,831	48,231	49,431	50,631	51,831
6	43,731	44,731	45,931	47,131	48,531	49,731	50,931	52,131
7	45,006	46,006	47,206	48,406	49,806	51,006	52,206	53,406
8	46,881	47,881	49,081	50,281	51,681	52,881	54,081	55,281
9	48,856	49,856	51,056	52,256	53,656	54,856	56,056	57,256
10	51,071	52,071	53,271	54,471	55,871	57,071	58,271	59,471
11	54,276	55,276	56,476	57,676	59,076	60,276	61,476	62,676
L1	58,036	59,097	60,370	61,643	63,128	64,501	65,874	67,347
L2	59,056	60,117	61,390	62,663	64,148	65,521	66,894	68,367
L3	62,304	63,365	64,638	65,911	67,396	68,769	70,142	71,615

Schedule A-2 2005-2006

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	44,241	45,241	46,441	47,641	49,041	50,241	51,441	52,641
2	44,541	45,541	46,741	47,941	49,341	50,541	51,741	52,941
3	44,841	45,841	47,041	48,241	49,641	50,841	52,041	53,241
4	45,141	46,141	47,341	48,541	49,941	51,141	52,341	53,541
5	45,441	46,441	47,641	48,841	50,241	51,441	52,641	53,841
6	45,741	46,741	47,941	49,141	50,541	51,741	52,941	54,141
7	47,016	48,016	49,216	50,416	51,816	53,016	54,216	55,416
8	48,891	49,891	51,091	52,291	53,691	54,891	56,091	57,291
9	50,866	51,866	53,066	54,266	55,666	56,866	58,066	59,266
10	53,081	54,081	55,281	56,481	57,881	59,081	60,281	61,481
11	56,286	57,286	58,486	59,686	61,086	62,286	63,486	64,686
L1	60,046	61,107	62,380	63,653	65,138	66,511	67,884	69,357
L2	61,066	62,127	63,400	64,673	66,158	67,531	68,904	70,377
L3	64,314	65,375	66,648	67,921	69,406	70,779	72,152	73,625

Teacher Guides

Schedule A-3 2006-2007

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	46,061	47,061	48,261	49,461	50,861	52,061	53,261	54,461
2	46,361	47,361	48,561	49,761	51,161	52,361	53,561	54,761
3	46,661	47,661	48,861	50,061	51,461	52,661	53,861	55,061
4	46,961	47,961	49,161	50,361	51,761	52,961	54,161	55,361
5	47,261	48,261	49,461	50,661	52,061	53,261	54,461	55,661
6	47,561	48,561	49,761	50,961	52,361	53,561	54,761	55,961
7	48,836	49,836	51,036	52,236	53,636	54,836	56,036	57,236
8	50,711	51,711	52,911	54,111	55,511	56,711	57,911	59,111
9	52,686	53,686	54,886	56,086	57,486	58,686	59,886	61,086
10	54,901	55,901	57,101	58,301	59,701	60,901	62,101	63,301
11	58,106	59,106	60,306	61,506	62,906	64,106	65,306	66,506
L1	61,866	62,927	64,200	65,473	66,958	68,331	69,704	71,177
L2	62,886	63,947	65,220	66,493	67,978	69,351	70,724	72,197
L3	66,134	67,195	68,468	69,741	71,226	72,599	73,972	75,445

Schedule A-4 2007-2008

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
1	48,278	49,278	50,478	51,678	53,078	54,278	55,478	56,678
2	48,578	49,578	50,778	51,978	53,378	54,578	55,778	56,978
3	48,878	49,878	51,078	52,278	53,678	54,878	56,078	57,278
4	49,178	50,178	51,378	52,578	53,978	55,178	56,378	57,578
5	49,478	50,478	51,678	52,878	54,278	55,478	56,678	57,878
6	49,778	50,778	51,978	53,178	54,578	55,778	56,978	58,178
7	51,053	52,053	53,253	54,453	55,853	57,053	58,253	59,453
8	52,928	53,928	55,128	56,328	57,728	58,928	60,128	61,328
9	54,903	55,903	57,103	58,303	59,703	60,903	62,103	63,303
10	57,118	58,118	59,318	60,518	61,918	63,118	64,318	65,518
11	60,323	61,323	62,523	63,723	65,123	66,323	67,523	68,723
L1	64,083	65,144	66,417	67,690	69,175	70,548	71,921	73,394
L2	65,103	66,164	67,437	68,710	70,195	71,568	72,941	74,414
L3	68,351	69,412	70,685	71,958	73,443	74,816	76,189	77,662

## Secretary Guides

### Schedule B-1 2004-2005

Step	
1	22,367
2	22,667
3	22,967
4	23,267
5	24,294
6	25,962
7	27,572
8	29,196
9	30,793
10	32,390
11	33,987
12	35,585
13	37,103

### Schedule B-2 2005-2006

Step	
1	23,372
2	23,672
3	23,972
4	24,272
5	25,299
6	26,967
7	28,577
8	30,201
9	31,798
10	33,395
11	34,992
12	36,590
13	38,108

### Schedule B-3 2006-2007

Step	
1	24,427
2	24,727
3	25,027
4	25,327
5	26,354
6	28,022
7	29,632
8	31,256
9	32,853
10	34,450
11	36,047
12	37,645
13	39,163

### Schedule B-4 2007-2008

Step	
1	25,539
2	25,839
3	26,139
4	26,439
5	27,466
6	29,134
7	30,744
8	32,368
9	33,965
10	35,562
11	37,159
12	38,757
13	40,275

Custodian Guides

Schedule C-1  
2004-2005

Step	
A	27,365
B	27,665
C	27,965
D	28,265
E	28,565
F	28,901
G	29,349
H	29,685
I	30,132
J	30,468
K	30,916
L	31,252
M	31,700
N	32,201
O	32,702
P	33,212
Q	33,864
R	34,487
S	35,160
T	35,884

Schedule C-2  
2005-2006

Step	
A	28,740
B	29,040
C	29,340
D	29,640
E	29,940
F	30,276
G	30,724
H	31,060
I	31,507
J	31,843
K	32,291
L	32,627
M	33,075
N	33,576
O	34,077
P	34,587
Q	35,239
R	35,862
S	36,535
T	37,259

Schedule C-3  
2006-2007

Step	
A	30,185
B	30,485
C	30,785
D	31,085
E	31,385
F	31,721
G	32,169
H	32,505
I	32,952
J	33,288
K	33,736
L	34,072
M	34,520
N	35,021
O	35,522
P	36,032
Q	36,684
R	37,307
S	37,980
T	38,704

Schedule C-4  
2007-2008

Step	
A	31,720
B	32,020
C	32,320
D	32,620
E	32,920
F	33,256
G	33,704
H	34,040
I	34,487
J	34,823
K	35,271
L	35,607
M	36,055
N	36,556
O	37,057
P	37,567
Q	38,219
R	38,842
S	39,515
T	40,239

Aide Guides

Schedule D-1  
2004-2005

Step	Aides	6 Hrs	7.75 Hrs.
A	10.63	11,804	15,246
B	10.83	12,026	15,533
C	11.03	12,248	15,820
D	11.23	12,470	16,107
E	11.46	12,725	16,437
F	11.75	13,047	16,852
G	11.95	13,269	17,139
H	12.15	13,491	17,426
I	12.35	13,713	17,713
J	12.55	13,935	17,999
K	12.75	14,157	18,286
L	12.95	14,379	18,573
M	13.15	14,601	18,860

Schedule D-2  
2005-2006

Step	Aides	6 Hrs	7.75 Hrs.
A	11.03	12,248	15,820
B	11.23	12,470	16,107
C	11.43	12,692	16,393
D	11.63	12,914	16,680
E	11.86	13,169	17,010
F	12.15	13,491	17,426
G	12.35	13,713	17,713
H	12.55	13,935	17,999
I	12.75	14,157	18,286
J	12.95	14,379	18,573
K	13.15	14,601	18,860
L	13.35	14,823	19,146
M	13.55	15,045	19,433

Schedule D-3  
2006-2007

Step	Aides	6 Hrs	7.75 Hrs.
A	11.47	12,732	16,445
B	11.67	12,954	16,732
C	11.87	13,176	17,019
D	12.07	13,398	17,305
E	12.30	13,653	17,635
F	12.59	13,975	18,051
G	12.79	14,197	18,338
H	12.99	14,419	18,624
I	13.19	14,641	18,911
J	13.39	14,863	19,198
K	13.59	15,085	19,485
L	13.79	15,307	19,771
M	13.99	15,529	20,058

Schedule D-4  
2007-2008

Step	Aides	6 Hrs	7.75 Hrs.
A	11.92	13,233	17,093
B	12.12	13,455	17,380
C	12.32	13,677	17,667
D	12.52	13,899	17,953
E	12.75	14,155	18,283
F	13.04	14,477	18,699
G	13.24	14,699	18,986
H	13.44	14,921	19,272
I	13.64	15,143	19,559
J	13.84	15,365	19,846
K	14.04	15,587	20,133
L	14.24	15,809	20,419
M	14.44	16,031	20,706