

**AGREEMENT**

**Between**

**BOARD OF EDUCATION**

**of the**

**CITY OF NORTH WILDWOOD, NEW JERSEY**

**and the**

**NORTH WILDWOOD EDUCATION ASSOCIATION**

**July 1, 2023-June 30, 2026**

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**PREAMBLE**

THIS AGREEMENT entered into this First day of July, 2023, by and between the Board of Education of the City of North Wildwood, New Jersey, hereinafter called the "Board", and the North Wildwood Education Association, hereinafter called the "Association".

**WITNESSETH:**

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

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

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

RESOLVED, in consideration of the following mutual covenants,  
it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following employees:
1. Full-time professional and certified personnel (teachers, child study team personnel, school nurse, and other certified staff members).
  2. Full-time custodial employees.
  3. Full-time clerical employees. Excluding part-time employees, supervisors (including the head custodian), managerial executives, confidential employees and administrative employees.
  4. Full-time aides.
- B. Reference to male teachers shall include female teachers.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, secretaries, custodians, and aides as may be applicable, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.
- B. The Board agrees to inform the Association, within five (5) days of notification, of the availability of state and/or federal funds, and to consult with the Association concerning the most beneficial implementation of these funds in the North Wildwood School District. It is understood by the Association that final determination in the expenditure of these funds shall rest with the Board.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

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

#### B. Purpose

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

#### C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One  
A teacher with a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Any teacher or teachers having a grievance, or the Association, must institute the proceedings at this level within twenty-one (21) days after the teacher, teachers or the Association knew or should have known of the grievance.
4. Level Two  
If the aggrieved person is not satisfied with the disposition on his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's

Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR and R Committee), within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & Committee shall refer it to the Superintendent of Schools.

5. Level Three

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

6. Level Four

- a. A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to arbitration within ten (10) school days.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall proceed to select an arbitrator in accordance with the rules of the American Arbitration Association. The conduct of the arbitration shall be in accordance with the rules and procedures of the American Arbitration Association.
- c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party interest, any building representative, or any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

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

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



## **ARTICLE IV**

### **EMPLOYEE RIGHTS**

- A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of the New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in the Association and its affiliates, his participation in any activities of the Association to its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Subject to law, no employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D.
1. When any non-tenure employee is directed to appear before the Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee shall be with pay until formal charges are preferred by the Board.
  2. Any charge made against any employee of a Board of Education under tenure during good behavior and efficiency shall be filed with the secretary of the Board in writing, and a written statement of evidence under oath to support such charge shall be presented to the Board. The Board of Education shall forthwith provide such employee with a copy of the charge, a copy of the statement of the evidence and an opportunity to submit a written statement of position and a written statement of evidence under oath with respect thereto. After consideration of the charge, statement of position and statements of evidence presented to it, the Board shall determine by majority vote of its full membership whether there is probable cause to credit the evidence in support of the charge and whether such

charge, if credited, is sufficient to warrant a dismissal or reduction of salary. The Board of Education shall forthwith notify the employee against whom the charge has been made of its determination, personally or by certified mail directed to his last known address. In the event the Board finds that probable cause exists and that the charge, if credited, is sufficient to warrant a dismissal or reduction of salary, then it shall forward such written charge to the commissioner for a hearing pursuant to N.J.S.A. 18A:6-16, together with a certificate of such determination. Provided, however, that if the charge is inefficiency, prior to making its determination as to certification, the Board shall provide the employee with written notice thereto, and allow at least ninety (90) days in which to correct and overcome the inefficiency. The consideration and actions of the Board as to any charge shall not take place at a public meeting.

a. Upon certification of any charge to the commissioner, the Board may suspend the person against whom such charge is made, with or without pay, but, if the determination of the charge by the Commissioner of Education is not made within one hundred and twenty (120) calendar days after certification of the charges, including all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred twenty-first (121) day until such determination is made. Should the charge be dismissed the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed and the suspension be continued during an appeal therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from a substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of such suspension.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

F. The employee shall have initial responsibility to determine grades and other evaluations of the students within the grading policies of the North Wildwood School District. However, the ultimate determination of grades and other evaluations of students shall be that of the Administration.

1. No grades or evaluations shall be changed without first consulting with the employee involved.

G. Any question or criticism by a supervisor, administrator, or board member of an employee and that particular employee's instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

Complaints, accusations and criticisms made at public board meetings regarding employees of the North Wildwood School District shall be referred to a closed session of the Board. All complaints regarding particular employees and their instructional methodology will be

referred to the chief administrative officer and such complaints, accusations and criticisms will be discussed only at a regular meeting after failure of an administrative solution. Personal criticisms by board members in their capacity as board members of school employees will be referred to the appropriate administrative officer at a closed session.

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

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to make available to the Association all available public information together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher participates, with mutual consent, during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use the school building for Association business at all reasonable hours, contingent upon availability of the building.
- D. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without approval of the Superintendent or other members of the administration.
- E. The Association shall have the exclusive use of a bulletin board in the faculty lounge.
- F. Employees covered under this Agreement shall have the option of enrolling their dependent children in Margaret Mace School at no cost. Students of full time out of district employees may attend the Margaret Mace Elementary School so long as:
  - 1. There is room for them without undue crowding in the respective class or programs.
  - 2. The student is not an academic, social, or discipline problem, as determined by the Superintendent after consulting with the Child Study Team.
  - 3. The student's attendance does not interfere in any way with the performance of said employee.
  - 4. The attendance of a child or children of a non-resident member of the bargaining unit enrolled after September 1, 2017 shall be limited to students not requiring extraordinary aid. If, however, the child or children of the non-resident member of the bargaining unit shall require extraordinary aid, said child or children will be permitted to enroll, however; any cost associated with the extraordinary aid shall be borne exclusively by the parent non-resident member of the bargaining unit.

**ARTICLE VI**

**EMPLOYEE WORK YEAR**

**A. Teachers In-School Work Year**

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-four (184) days.
2. The in-school work year shall be as follows:
  - a. One hundred and eighty (180) days when pupils are in attendance
  - b. Orientation day
  - c. Three (3) Professional Days
  - d. Two (2) Parent Evening Conferences which shall occur on early dismissal days
  - e. Back to School Night
3. The school calendar is not in session for two (2) N.J.E.A. Convention Days. Changes in the school calendar shall be made only after consultation between the Association and the Board.

**B. CUSTODIANS**

**1. Holidays**

- a. There shall be thirteen (13) paid holidays per school year, which shall be as follows:

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

In addition, three (3) additional holidays shall be granted by the Superintendent after consulting with the Supervisor of Building Services. However, no additional leave may be taken during the Christmas break including any of the three (3) additional holidays, vacation time, or personal time without specific approval of the Superintendent in advance.

- b. If any of the above holidays shall fall on a Saturday or Sunday, it shall be celebrated either preceding the weekend or within the following week.
  - c. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday unless for a justifiable reason.
- 2. Work Week**
- a. Day Assignments - The work week shall consist of eight (8) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.
  - b. Night Assignments - The work week shall consist of seven and one-half (7 1/2) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.
  - c. If a custodian is called to work after his regular shift, or on a non-work day on the custodial calendar (ref: Article VI. B.1), he shall be guaranteed a minimum of two (2) hours call-back time.
  - d. On a day when the entire custodial staff is working the day shift (6:00 a.m. – 2:00 p.m.) and the night shift has worked the previous night, individuals on the night shift

have the option to work from 8:00 a.m. to 4:00 p.m. with at least 24 hours prior notification to the Facilities Manager.

3. Overtime

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

4. Vacations

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

C. CLERICAL EMPLOYEES

1. Holidays

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

2. Work Week

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

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

3. Vacation

- a. After one (1) year of continuous service, the employee shall be entitled to two (2) weeks vacation with pay.
- b. After six (6) years of continuous service, the employee shall be entitled to three (3) weeks vacation with pay.
- c. After ten (10) years of continuous service, the employee shall be entitled to four (4) weeks vacation with pay.

- d. Continuous service shall include Board approved paid or unpaid leaves. Employees who are RIFed and subsequently rehired by the Board shall have their total time of employment considered continuous.

D. AIDES

1. Work Year

- a. Effective July 1, 2020, the aides' work year shall be the regular school calendar, not to exceed 183 days which includes the student school calendar, Orientation day, and two (2) paid holidays.
- b. The head cafeteria aide's work year shall not exceed 187 days and shall include the student school calendar, Orientation day, two (2) paid holidays, and four (4) days for the routine duties needed to run the cafeteria.

2. Work Week

- a. The aides' work week shall be from 7:30 a.m. to 2:50 p.m., Monday through Friday, including thirty (30) minutes per day for lunch. The lunch period shall be duty-free.
- b. The head cafeteria aide's work week shall be from 6:30 a.m. to 2:30 p.m., Monday through Friday, including thirty (30) minutes per day for lunch. The lunch period shall be duty-free.

3. Compensatory Time

- a. If an aide is requested to stay beyond their normal work day or return for time beyond their normal amount of hours, they will be paid an hourly wage based on their prorated salary. This additional time will be voluntary.

*(Eliminated VI, D.4. Aides holiday)*

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

- A.
1. The total in-school work day shall consist of six (6) hours and twenty five (25) minutes, exclusive of lunch time. The lunch period shall be duty-free and be equal in length to that of the pupils, or thirty (30) minutes, whichever is greater.
  2. The teachers' workday shall not begin earlier than 7:45 a.m. and shall not exceed six (6) hours and fifty five (55) minutes. Teachers are required to be in the building no later than 7:45 a.m. to coincide with the students' allowed arrival time and may be assigned a supervisory position. The time between 7:45 a.m. and 8 a.m. may only be supervisory in nature or used for intra-school meetings, and will not be used as preparation or instructional time.
    - a. All teachers shall be permitted to leave at the close of the pupils' day on the day preceding holidays or vacations. Teachers should remain in the building until 2:40 on all full school days that do not precede a holiday or vacation.
- B. The daily teaching load shall not exceed five (5) hours and twenty-six (26) minutes of pupil contact. Teachers may be required to participate in Child Study Team meetings, attend observation conferences, or meet with parents during their preparation period without any additional compensation or time.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods providing they sign in and out on a sheet provided or notify the superintendent or designee. In the event of a school-wide emergency, teachers may be required to remain in school during their lunch periods.
- D.
1. Teachers may be required to remain after the end of the regular work day, without compensation, for the purpose of attending district approved faculty meetings, committee meetings or other professional meetings three (3) days each month. Such meetings shall not exceed one hundred and fifty (150) minutes per month.
  2. Teachers shall have the opportunity to suggest items for the agenda.
  3. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays, or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- E. The practice of using a regular teacher as a substitute, thereby depriving him of a preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall credit these periods to additional personal time off to be used before the end of the current school year.



- F. Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, insofar as possible, and shall be compensated according to the rate of pay in Schedule "G".
- G. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. For participation in educational and/or reward field trips, certified employees who work beyond an eight (8) hour day will be paid at the rate of twenty dollars (\$20.00) per additional hour for 2023-2026. For participation in educational and /or reward field trips, non-certified employees who work beyond an eight (8) hour day will be paid at the rate of seventeen dollars (\$17.00) per additional hour for 2023-2026. The overtime compensation shall not exceed an amount equal to one and one-half (1 ½) times each individual teacher's daily pay. For trips which extend overnight, teachers will receive two (2) additional days pay for each twenty-four (24) hour period.
- H. Certified staff who are required to work at school after hours shall be compensated at the following rates:

Approved Curriculum Development	\$40.00 per hour
Homebound Instruction	\$40.00 per hour
After-school Library	\$40.00 per hour
Homework Club	\$40.00 per hour
Official Sports Chaperone	\$50.00 per event
Detention Supervision	\$35.00 per event

## **ARTICLE VIII**

### **TEACHER EMPLOYMENT**

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

## **ARTICLE IX**

### **SALARIES**

A.

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

Teachers	Schedule	A	Page 52
	Schedule	B	Page 53
	Schedule	C	Page 54
Custodial	Schedule	D	Page 55
Clerical	Schedule	E	Page 56
Aides	Schedule	F	Page 57
Extracurricular	Schedule	G	Page 58

These schedules represent salaries for 2023-2026.

2. To the extent permitted under law, coaches and advisors, upon application and acceptance of position, will agree to possess knowledge of said extra-curricular activity. In order for an applicant to enhance his/her knowledge, he/she will agree to take credits or training relating to his/her extra-curricular activity. The type and time of training will be scheduled by the selected extra curricular coach or advisor, subject to approval by the superintendent. The Board agrees to pay the cost of training that has been submitted and approved by the superintendent.
3. Adjustments to teachers' salaries for training level advancement will be made three times per year. Teachers must submit by September 1<sup>st</sup> to be effective in the September 5<sup>th</sup> pay, by February 1<sup>st</sup> to be effective in the February 5<sup>th</sup> pay, and by April 5<sup>th</sup> to be effective in the April 20<sup>th</sup> pay.

B.

1. Each ten (10) month employee (teachers and aides) with a contract beginning September 1<sup>st</sup> to July 1<sup>st</sup>, ten (10) months, shall be paid twice a month, on the 5<sup>th</sup> and 20<sup>th</sup> of each month, unless the first required day of the school year is after the 5<sup>th</sup>, in which case that particular day will become the first payday of the school year for teachers. In the event the 5<sup>th</sup> or 20<sup>th</sup> day falls on a weekend or holiday, the payday will automatically revert to the preceding school workday of that specific pay period.
2. Beginning September, 1997, the Board agrees to deduct and withhold an amount equal to 10% of a participating teacher's annual salary (deducted in 20 equal installments). Accumulated deductions shall be paid to each employee or his estate at the end of the academic year, or in such a manner as permitted by NJSA 18A:29-3 and NJAC 6:2-11.
3. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June, or June 20<sup>th</sup> pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.
5. The Board shall have no liability for personal items of teachers left on the premises upon close of school.

- C. Custodial and Clerical employees shall be paid twenty-four (24) times per year in accordance with the pay provisions set forth above in section (B)(1) of this Article.
  
- D. The Superintendent shall have the exclusive authority to make changes and/or adjustments to the aforementioned payment schedule after June 30<sup>th</sup> of each school year based upon changes in programs, needs of the Child Study Team, reduction in workforce, or changes to federal or state requirements.

## **ARTICLE X**

### **TEACHER ASSIGNMENTS**

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than May 15<sup>th</sup>.
  - 1. In the event that change in such schedule, class and/or subject assignments, or room assignments are designated after May 15<sup>th</sup>, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option a representative of the Association.
  
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study insofar as possible.

## **ARTICLE XI**

### **VOLUNTARY ASSIGNMENTS**

- A. No later than June 1<sup>st</sup> of each school year, the Superintendent shall deliver to the Association and post on the bulletin board in the faculty lounge, a list of the known vacancies which shall occur during the following school year. This list is to be updated if vacancies occur after this date.
  - 1. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent not later than March 15<sup>th</sup>. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order or preference.
- B. As soon as practicable and no later than June 1<sup>st</sup>, the Superintendent shall post in the faculty lounge and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.
- C. As soon as practical the Superintendent shall notify those teachers who will be employed in summer school.

## **ARTICLE XII**

### **INVOLUNTARY REASSIGNMENTS**

- A. Notice of an involuntary reassignment shall be given to teachers as soon as practicable, not later than June 30<sup>th</sup>.
- B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and needs of the North Wildwood School District, shall be considered in determining which teacher is to be reassigned.
- C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent of the school, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him again, at which time the teacher may, at his option, have an Association representative present at such meeting. A determination of who shall be reassigned involuntarily is a matter which rests solely with the Superintendent.
- D. A teacher being involuntarily reassigned shall be placed in a position which does not involve reduction in total compensation or rank. The Superintendent shall have the exclusive authority to make changes and/or adjustments to the aforementioned teaching schedule after June 30<sup>th</sup> of each school year based only upon changes in programs, needs of the Child Study Team, reduction in workforce, unanticipated retirements or changes to federal or state requirements.

## **ARTICLE XIII**

### **PROMOTIONS**

- A. Members of the bargaining unit will be considered for promotional vacancies. In the event of a vacancy, a new position, or a new program shall occur, notification shall be given in writing to the Association. The employee shall have fifteen (15) days to indicate interest. The final choice shall be made by the Board of Education.
  
- B. Notice of promotional vacancies occurring during the summer recess shall be sent to the president of the Association. The time limit set forth above shall apply.



## ARTICLE XIV

### TEACHER EVALUATION

- A. Teachers shall be evaluated consistent with applicable state statute and regulation (Current references are P.L. 2012, c. 26 and N.J.A.C. 6A:10) The procedures from said statute will apply to both tenured and non-tenured faculty.
- B. Preconferences
1. An evaluation pre-conference shall be conducted, when required, between the certified supervisor conducting the observation and the employee being evaluated.
  2. A pre-conference, when required, shall occur within seven work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet student needs.
- C. Observations
1. Each required observation will result in a performance rating which shall be shared with the employee within 10 work days and which shall be discussed at the post-observation conference.
  2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, telephone or other video recording, computers, and any other electronic surveillance devices is strictly prohibited.
  3. If a teacher receives less than a three on an evaluation, there shall be at least one month between the time that evaluation is completed, including the post observation conference and submission of any responses, and the subsequent observation or evaluation. In addition, if a teacher receives a three or above, but is also given a specific recommendation for change/improvement, there shall again be at least one month between evaluation cycles, except in the case of safety issues and student welfare.
- D. Evaluation Reports
1. An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) two days before any conference. No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred, except in cases of student endangerment.
  2. Evaluation reports shall be presented to each employee in accordance with the following procedures:
    - a. Such reports shall be addressed to the employee.
    - b. Such reports shall be written in narrative form and shall include the following for any teacher who receives less than a 3 on any evaluation:
      1. Strengths of the employee as evidenced during the period since the previous report, citing specific domains and indicators.

2. **Specific suggestions** as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, citing specific domains and indicators.
- c. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the evaluation.
- d. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
3. All evaluation reports, documents, records, and other evaluative materials –whether in a non-electronic or electronic form -- are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c. 26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public. The school district shall be fully responsible for the security of employee evaluation records and data. Access shall only be permitted to the certified supervisor(s) conducting the evaluation and the individual employee.

#### E. Post-observation Conferences

1. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated for any teacher who receives less than a 3 on an evaluation.
2. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report.
3. Provision must be made to attach employee responses/objections to the evaluation either physically or electronically, depending on how the evaluation report is stored.

#### F. Observation Lengths/Walkthroughs

1. Observations shall be either long (40 minutes) or short (20 minutes). An observation that does not meet either time requirement cannot be used in an evaluative manner. Any observation – whether formal or informal – shall be conducted openly and with the knowledge of the employee being observed.
2. Walkthroughs shall only be used to assess building-wide implementation of new practices or policies. They may not be used for evaluative assessment of individual employees, except in the case of student endangerment. Employees will be provided with copies of any forms or checklists being used prior to walkthroughs being conducted when possible. Information on this approach and its criteria shall be included in staff training.

#### G. Prior Provision of Materials

Employees shall be provided annually with **all materials being used in evaluation** prior to any observation/evaluation being conducted, whether formal or informal. This includes any criteria, forms (electronic or non-electronic), or other documents. These materials should be disseminated **no less than two weeks before any observations**. New faculty shall receive all materials upon hire.

#### H. Observers/Evaluators

1. No teacher member of the School Improvement Panel (ScIP), no other teaching staff member unless hired as a certificated supervisor or administrator, nor any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member. Use of any such information will render the evaluation null and void.
2. All teaching staff, tenured and non-tenured, will be observed by at least two different evaluators during the year, i.e. of the three evaluations, two will come from separate sources.
3. When multiple evaluators conduct their required co-observations twice a year, only one of these shall count as a score. The teacher will be told prior to the observation or at the beginning of the observation period (in the case of an unannounced observation) which evaluator's assessment will be used.

#### I. Personnel Files

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

#### J. Criticism

1. **Any question or criticism** by a supervisor, administrator, or Board member of an employee's performance/instructional methodology **shall be made in confidence** and not in the presence of students, parents, co-workers, or members of the public.
2. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance and no other evaluation shall be placed in the personnel file of such teacher after severance.

#### K. Individual Professional Development Plan (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with the Superintendent prior to February 15 of the respective school year.
3. Any professional development required of any school staff member – whether through a PDP or Corrective Action Plan (CAP) – shall be provided during the regularly scheduled work year and work day or during the contracted in-service and committee meeting hours whenever possible.
4. Any professional development activity or experience required by the district or district administration shall be fully funded by the district, including payment of associated fees or expenses with Superintendent approval.
5. Any staff member who is unable to attend required professional development scheduled outside of the regularly scheduled work year and work day, including in-service and committee meetings hours, will not be penalized, so long as they submit in writing to the Superintendent their reason for being unable to attend.

#### L. Corrective Action Plan (CAP)

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to a “ineffective” or “partially effective” annual summative rating and the individual’s certified supervisor.
2. Any professional development required of any school staff member through a Corrective Action Plan (CAP) shall be job-embedded and provided during the regularly scheduled work year and work day whenever possible. If experiences which can help address the identified deficiency or deficiencies are outside of the school day or year, a staff member under a CAP will be required to attend, as per the recommendation of the certified supervisor. If a staff member under a CAP is unable to comply with the required experience, they must submit in writing to the Superintendent their reasons for noncompliance. In all instances, the district shall be responsible for payment of all fees, expenses, required resources, and additional compensation based on the individual’s hourly rate if outside the work day.
3. The Corrective Action Plan must **define both the individual’s responsibilities and the district’s and supervisors’/administrators’ responsibilities** in helping the employee address any identified deficiencies.
4. The plan shall spell out which specific evaluation component(s) and elements need to be addressed.
5. The Corrective Action Plan shall be established for a period of not less than one year in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the district to provide the necessary time, resources, and support. This time period could be less than one year in cases of student endangerment or in case of deficiencies that would affect student performance on a standardized test occurring less than one year from the beginning of the Corrective Action Plan.
6. The employee who is required to have a Corrective Action Plan shall have the right to have an association representative present during any conference where a Corrective Action Plan is created.
7. Every individual on a Corrective Action Plan shall be provided regular and continuous support toward and feedback about their progress in addressing any deficiencies.
8. No School Improvement Panel teacher member will be involved in creating or meeting another staff member’s Corrective Action Plan.

#### M. Training

1. Training on the teacher evaluation model shall clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model.
2. Training shall include the specific information regarding the rating system, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole, in compliance with state law and regulations.
3. Evaluation training shall be offered by the district as part of the professional development program during contracted works hours, including in-service and committee meeting hours whenever possible, and be fully funded by the school district.

4. When district certified supervisors who conduct evaluations and observations in the evaluation models, tools, and rubrics used to evaluate school staff are trained, association representatives will be provided an opportunity to attend that training. If the training is conducted during the school day or year, association representatives will be provided release time to attend the training with no loss of compensation.

**N. School Improvement Panel**

1. No teacher or other unit member who serves on the School Improvement Panel shall evaluate, participate in, or feed into the evaluation or any component of the evaluation of any other teacher or unit member, including formulating the Corrective Action Plan.
2. Members of School Improvement Panels (Scips) shall be compensated at the current approved hourly rate for Curriculum Development for all training, meetings, and any other events required by their service in such groups that occur during the summer months, as stated in the contract. If additional meetings need to be scheduled during the regular school year, these will occur during the regular school day whenever possible.

**ARTICLE XV**

**TEACHERS FACILITIES**

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

## **ARTICLE XVI**

### **ASSOCIATION - ADMINISTRATION COMMUNICATION**

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

## **ARTICLE XVII**

### **COMPREHENSIVE SELF-STUDY AND EVALUATION PROGRAM**

- A. The Board and the Association recognize that there are certain readily observable aspects of school operation which encourage excellence in educational service to the children of the community. A comprehensive and continuing evaluation of school facilities, curriculum, teaching techniques, administrative practices, by the Board of Education is to be desired. In the light of current research, critical self-evaluation in these areas must take place to ensure that school operation is based on principles which are not only philosophically sound, but conscientiously applied.
- B. Therefore, the Board and the Association agree to establish a Coordinating Committee. The purpose of the Committee shall be to initiate a program for comprehensive self-evaluation of the North Wildwood School System.
1. The committee shall consist of nine (9) members, four (4) appointed by the Board, four (4) appointed by the Association and the Superintendent or his appointee.
  2. The Committee shall consider guidelines for evaluation of all matters regarding the effective operation of the North Wildwood School District.
  3. The Board, the Superintendent and the Association shall consider and study all written recommendations submitted to it by the Committee for action.
  4. This committee shall have its first meeting by October 15<sup>th</sup> of the academic year and shall have no less than three (3) meetings per year.
  5. The recommendations not adopted shall not be made public by any of the parties.



## **ARTICLE XVIII**

### **SICK LEAVE**

- A. All ten month employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
1. The automated attendance system will be updated to reflect the accumulated sick leave of individual employees by September 15<sup>th</sup> of each school year and accrued sick leave will be accepted as the final accounting of each respective employee's accumulated sick leave by September 30<sup>th</sup> that school year. However, employees will be permitted to request an accounting of accumulated sick leave prior to September 30<sup>th</sup>, if accumulated leave balance is contested.
- B. All twelve (12) month Custodial and Clerical employees shall be entitled to twelve (12) sick leave days each year from the date of hire to the third year of employment.
- C. Beginning with the fourth year of employment in North Wildwood, one (1) day additional accumulated sick leave per year shall be granted employees up to a maximum of fifteen (15) sick leave days per year.

## ARTICLE XIX

### TEMPORARY LEAVES OF ABSENCE

- A. Teacher shall be entitled to the following temporary leaves of absence each school year with full pay:
1. Three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours. The applicant for such leave shall not be required to state the reasons for taking such leave other than that he is taking it under this section. In case of emergencies where extended days are necessary, the Board agrees to receive and act on requests for additional days beyond those presently in the contract.
    - a. Except in cases of emergency, forty-eight (48) hours notice shall be given.
    - b. The application for leave shall be required to state whether the leave is for personal reasons, legal business, household or family matters
    - c. No personal leave days shall be granted either during the first week or the last week of school or a school day before or after a holiday.
    - d. Two (2) unused personal days may be rolled over into two (2) sick days per school year.
    - e. Two (2) unused personal days may be rolled over into two (2) personal days per school year, with a maximum number of five personal days to be used in a given school year. The maximum number of personal days used before or after the NJEA Convention will remain three, but a staff member may use five (5) personal days consecutively at other times (excepting before or after holidays).
  2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
    - a. The Board shall not be required to pay teachers for time taken in connection with appearances in any legal proceedings where the teacher's participation is adverse to the Board's interests.
      1. Notwithstanding the above, no teacher called to appear as a witness in any legal proceeding will be affected by the loss of any financial remuneration.
  3. Up to five (5) days in any one year in the event of death or serious illness of which three of the serious illness days are certified by a healthcare provider of a teacher's spouse, child, parents, parents-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or other member of the immediate household. Teachers shall be granted up to one (1) day in any one year in the event of a death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of a death of a teacher or student in the North Wildwood School District, the Superintendent or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
  4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he received from the state or federal government. This may not exceed one hundred eighty (180) school days per school year.
- B. Each custodial employee shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the

application is that the absence is for personal business that cannot be accomplished during non-working hours. Two (2) unused personal days may be rolled over into two (2) sick days per school year. Two (2) unused personal days may be rolled over into two (2) personal days per school year, with a maximum number of five personal days to be used in a given school year. The maximum number of personal days used before or after the NJEA Convention will remain three, but a staff member may use five (5) personal days consecutively at other times (excepting before or after holidays).

- C. Clerical employees shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during non-working hours. Two (2) unused personal days may be rolled over into two (2) sick days per school year. Two (2) unused personal days may be rolled over into two (2) personal days per school year, with a maximum number of five personal days to be used in a given school year. The maximum number of personal days used before or after the NJEA Convention will remain three, but a staff member may use five (5) personal days consecutively at other times (excepting before or after holidays).
- D. Each Custodial and Clerical employee shall be entitled to up to five (5) days leave of absence in any one year with pay in the event of death or serious illness of which three of the serious illness days are certified by a health care provider of said employee's spouse, child, parents, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other member of the immediate household.
- E. Aides shall be entitled to two (2) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during non-working hours. Two (2) unused personal days may be rolled over into two (2) sick days per school year. Two (2) unused personal days may be rolled over into two (2) personal days per school year, with a maximum number of five personal days to be used in a given school year. The maximum number of personal days used before or after the NJEA Convention will remain three, but a staff member may use five (5) personal days consecutively at other times (excepting before or after holidays).
- F. Each Aide employee shall be entitled to three (3) days leave of absence in any one year with pay in the event of death or serious illness of said employee's spouse, child, parents, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other member of the immediate household.

## ARTICLE XX

### EXTENDED LEAVES OF ABSENCE

- A. Due to a medical disability which is substantiated by a certified medical or osteopathic doctor, an employee shall be granted an extended leave of absence. However, during the leave the employee's accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon termination of medical benefits when applicable, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis, so as to continue group rate premiums. In the event paid leave is exhausted, the leave shall be continued unpaid.
- B. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
- C. No employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time, unless competent medical evidence indicates otherwise.
- D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.
- E. An employee may make application to the Board for an infant child rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs cited above. Said child rearing leave shall be without pay. The Board of Education secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums.
- F. A leave of absence shall be granted for the purpose of caring for a sick member of the employee's immediate family under the provisions of the New Jersey Family Leave Act. Additional leave may be granted at the discretion of the Board.
- G. The Board may grant a leave of absence without pay to an employee to serve in a public office.
- H. Other leaves of absence without pay may be granted by the Board for good reason.
- I. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, National Teacher Corps, or serves as an exchange teacher or

overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

- J. No more than two (2) tenure teachers shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university, or other private school while obtaining a Master's or a Doctor's degree.
- K. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for a period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.
- L. Upon return from leave granted according to Section A above, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he/she would have achieved if he/she had not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on leave granted under Sections E, F, G, and H above, nor shall such time count toward the fulfillment of time requirements for acquiring tenure. Leave granted under A, shall count toward increment if the employee worked during that school year.
- M. Advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step or raise if he/she works more than 90 days in that school year and is a ten (10) month employee. Working 90 days or less shall result in no advancement on the salary guide or raise the following year. Twelve (12) month employees shall be granted advancement on the guide if he/she works one hundred twenty days.
- N. All extensions or renewals of leaves shall be applied for in writing by May 1<sup>st</sup> of the year in which leave is requested and may be granted at the discretion of the Board, also in writing.

**ARTICLE XXI**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board agrees to implement the following:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required by the Administration to take.
- B. Effective July, 2005, the Board will pay full-time certified personnel, subject to a maximum limitation for the bargaining unit of:

23-24: \$13,500      24-25: \$13,500      25-26: \$13,500

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

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

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

1. In the event that any part of the above funding is left over in any school year, it shall be carried over to the succeeding year in an amount not to exceed \$2,000.00.
2. A maximum of four (4) graduate courses per year may be taken.
3. The graduate courses in which a teacher intends to enroll must be submitted to the Superintendent for approval. Such approval shall not be withheld provided the course is related to education or is part of a curriculum leading to a degree related to education which is in the teacher's current or future field of employment per district approval.
4. In the event that a teacher's graduate course is cancelled, he may submit an alternative graduate or approved graduate course for the Superintendent's approval.

- C. The Board will pay full-time secretaries, custodians, and aides subject to a maximum limitation for the bargaining unit of:

23-24: \$1,000      24-25: \$1,000      25-26: \$1,000

for tuition for successfully completed college courses at state colleges or other recognized colleges and universities. Credits will be reimbursable to each custodian, clerical employee,

and aide achieving a grade of “B” or better for tuition and book fees. Courses resulting in grades C, D, F, I or W are not reimbursable for tuition or book fees.

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

1. In the event that any part of the above funding is unused then said amount is added to article XXI, B.
2. In the event that any part of the above funding is left over in any school year, it shall be carried over to the succeeding year in an amount not to exceed \$500.00.

D. Teachers who are reimbursed for credits and who voluntarily leave the North Wildwood School District shall repay the district the amount of their reimbursement according to the following schedule:

100% in the 1<sup>st</sup> calendar year  
75% in the 2<sup>nd</sup> calendar year  
50% in the 3<sup>rd</sup> calendar year

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

Retirement – regular or disability  
Reduction in workforce  
Military Relocation

The North Wildwood BOE is held harmless if the money cannot be collected.

## **ARTICLE XXII**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

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



## **ARTICLE XXIII**

### **INSURANCE PROTECTION**

- A. The Board shall continue to provide New Jersey Public Employees Health Benefits insurance protection or its equivalent.
- B. The Board shall provide to each full-time employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- C. Custodial employees shall receive the same medical insurance coverage which is received by teachers in the school district.
- D. Clerical employees shall receive the same insurance benefits received by the teachers in the school district.
- E. Aides shall receive the same insurance benefits received by the teachers in the school district.
- F. For the 2023-2024, 2024-2025, and 2025-2026 school years, the Board shall provide the current Delta Dental Plan or equivalent for full-time employees and their families at an annualized rate equal to the amount needed to fully fund the plan.
- G. Employees shall make health insurance premium contributions per New Jersey law. Eligible employees that accept health benefits through the school district will make contributions equal to the amount required by the statute governing school employees. Should the current statute change, contributions will align themselves with the new statute beginning the first month following the applicable effective date established by the legislature. Health insurance contributions shall be made in equal amounts per paycheck by automatic payroll deduction through the IRS section 125 plan and employee deduction consent to the "125" deduction.

## **ARTICLE XXIV**

### **BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES**

- A. An instructional expenditure fund shall be established for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the teacher. The teacher shall be reimbursed upon presentation to the Superintendent, of a paid receipt for such expenditures up to one hundred fifty dollars (\$150.00) per year, presentation no later than May 15<sup>th</sup> of that year.

## **ARTICLE XXV**

### **DEDUCTION FROM SALARY**

A.

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

## ARTICLE XXVI

### REIMBURSEMENT FOR UNUSED SICK LEAVE

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

EFFECTIVE JULY 1, 2023 - JUNE 30, 2026:

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

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

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

AIDES – number of days x fifty-six percent (56%) of day's wages based upon the minimum wage as the hourly rate.

- B. For employees hired after July 1, 2002, total reimbursement for unused sick leave as specified in "A" is subject to a maximum of \$15,000.
- C. Employees who plan to retire between the close of the school year and December 31<sup>st</sup> shall be paid, in accordance with the above formula, thirty (30) days following retirement providing the employee has notified the BOE of his/her intention to retire four (4) months prior to the retirement date. Employees who retire at other times and employees who fail to give required advance notice shall be paid during the month of July in the fiscal year that begins no less than six (6) months after the employee retires. The Board will not hold the employee to the retirement date should the employee not be able to retire on the advance notice date.

## **ARTICLE XXVII**

### **MISCELLANEOUS**

- A. This agreement constitutes Board Policy for the term of said Agreement, and the Board and the Association shall carry out their respective commitments contained herein and give them full force and effect as Board policy.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be provided at the joint expense of the Board and the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following address:
  - 1. If by Association to the Board at:  
1201 Atlantic Avenue, North Wildwood, NJ 08260
  - 2. If by the Board, to the Association at:  
1201 Atlantic Avenue, North Wildwood, NJ 08260
- F. Mileage - Employees who are authorized to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate per mile established by the State of New Jersey.
- G. The board shall provide five (5) complete uniforms for custodial employees the first year and three (3) complete uniforms in each of the subsequent years. A complete set shall consist of one pair of pants, one short sleeve collar type shirt, and one short sleeve tee shirt. The board and employees shall confer regarding the design of the uniforms. The board shall provide a work shoe allowance of up to \$125 for each custodial employee. Custodians will purchase said shoes from a selection of board approved protective footwear. The board will give serious consideration to the suggestions of the employees. During the summer, shorts may be substituted for long pants at the employee's option and cost.

## **ARTICLE XXVIII**

### **REPRESENTATION FEE**

#### **A. Purpose of Fee**

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

#### **B. Amount of Fee**

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

#### **C. Deduction and Transmission of Fee**

1. **NOTIFICATION:** Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. **PAYROLL DEDUCTION SCHEDULE:** The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - a. ten (10) days after receipt of the aforesaid list by the Board;
  - or
  - b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. **TERMINATION OF EMPLOYMENT:** If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article,

the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. **MECHANICS:** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and 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 10 days after the Board received said notice.
6. **NEW EMPLOYEES:** On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board and Association will prepare a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

ARTICLE XXIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- B. IN WITNESS WHEREOF, the Association and the Board of Education have caused this Agreement to be signed by their respective Presidents and Secretaries and seals affixed, all on the day and year above written.

NORTH WILDWOOD  
BOARD OF EDUCATION

NORTH WILDWOOD  
EDUCATION ASSOCIATION

By: Charles Burns 6/26/23 By: Megan Farrell 6-14-23  
Charles Burns, NWBOE President Date Megan Farrell, NWEA President Date

ATTEST:

ATTEST:

Jamie Shoemaker 6/26/23 Meghan Lowe 6-14-23  
Jamie Shoemaker, NWBOE Secretary Date Meghan Lowe, NWEA Secretary Date

*Original Signatures in Board Office*



**Schedule A  
2023-2024 TEACHER SALARY GUIDE**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	57070	58070	59070	60070	61070	62070
2	58070	59070	60070	61070	62070	63070
3	59070	60070	61070	62070	63070	64070
4	60070	61070	62070	63070	64070	65070
5	61070	62070	63070	64070	65070	66070
6	62070	63070	64070	65070	66070	67070
7	63070	64070	65070	66070	67070	68070
8	64070	65070	66070	68660	69660	70660
9	65070	66070	67070	69390	70660	71660
10	66070	67070	68070	70125	71155	72155
11	67070	68070	69770	70860	72155	73155
12	68705	69705	70705	71705	73155	74155
13	69705	70705	71705	72705	74125	75155
				87400	81070	

**TEACHER LONGEVITY SCALE**

Teachers with more than 13 years experience in District shall receive salary and longevity equal to the following amounts added to their previous salary and longevity:

**\$2,400 on guide and \$1,170 longevity**

Note: Teachers who have reached the 13<sup>th</sup> Step, but have not achieved longevity, will receive the average step raise for that year.

**SCHEDULE B  
2024-2025 TEACHER SALARY GUIDE**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	58435	59435	60435	61435	62435	63435
2	59435	60435	61435	62435	63435	64435
3	60435	61435	62435	63435	64435	65435
4	61435	62435	63435	64435	65435	66435
5	62435	63435	64435	65435	66435	67435
6	63435	64435	65435	66435	67435	68435
7	64435	65435	66435	67435	68435	69435
8	65435	66435	67435	68435	69435	70435
9	66435	67435	68435	71025	72025	73025
10	67435	68435	69435	71755	72755	73755
11	68435	69435	70435	72485	73520	74520
12	69435	70435	72135	73225	74225	75225
13	71070	72070	73070	74070	75070	76070
				89765	83435	

**TEACHER LONGEVITY SCALE**

Teachers with more than 13 years experience in District shall receive salary and longevity equal to the following amounts added to their previous salary and longevity:

**\$2,365 on guide and \$910 longevity**

Note: Teachers who have reached the 13<sup>th</sup> Step, but have not achieved longevity, will receive the average step raise for that year.

**SCHEDULE C  
2025-2026 TEACHER SALARY GUIDE**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	60000	60825	61825	62825	63825	64825
2	60825	61825	62825	63825	64825	65825
3	61825	62825	63825	64825	65825	66825
4	62825	63825	64825	65825	66825	67825
5	63825	64825	65825	66825	67825	68825
6	64825	65825	66825	67825	68825	69825
7	65825	66825	67825	68825	69825	70825
8	66825	67825	68825	69825	70825	72095
9	67825	68825	69825	70825	72095	74415
10	68825	69825	70825	73415	74415	75160
11	69825	70825	71825	74415	75160	76160
12	70825	71825	72825	75415	75910	76910
13	71825	72825	73825	76415	76910	77910
				76460 92155	85825	

**TEACHER LONGEVITY SCALE**

Teachers with more than 13 years experience in District shall receive salary and longevity equal to the following amounts added to their previous salary and longevity:

**\$2,390 on guide and \$860 longevity**

Note: Teachers who have reached the 13<sup>th</sup> Step, but have not achieved longevity, will receive the average step raise for that year.

**SCHEDULE D  
2023-2026 CUSTODIAL GUIDE**

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	33840	34190	34840
2	34440	34890	35540
3	35040	35590	36240
4	35640	36290	36940
5	36340	36990	37640
6	37040	37690	38340
7	37640	38390	39040
		38990	

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

**23-24 \$1,450 on guide and \$266 longevity**

**24-25 \$1,350 on guide and \$256 longevity**

**25-26 \$1,350 on guide and \$151 longevity**

The parties acknowledge that in the event of a "status quo" application under the law during negotiations for a successor agreement, no longevity pay under the status quo shall be in a greater dollar amount than that paid in 2025-2026.

**SCHEDULE E  
2023-2026 SECRETARIAL GUIDE**

<b>Step</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
1	33025	33525	34025
2	33525	34025	34525
3	34025	34525	35025
4	34525	35025	35525
5	35025	35525	36025

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

**2023-2024 \$1,500 on guide and \$197 longevity**

**2024-2025 \$1,290 on guide and \$170 longevity**

**2025-2026 \$1,356 on guide and \$155 longevity**

The parties acknowledge that in the event of a "status quo" application under the law during negotiations for a successor agreement, no longevity pay under the status quo shall be in a greater dollar amount than that paid in 2025-2026.

**SCHEDULE F  
2023-2026 AIDES GUIDE**

Step	2023-2024	2024-2025	2025-2026
1	21160	21757	22455
2	21460	22050	22745
3	21765	22340	23035
4	22070	22635	23325
5	22903	22925	23615
6	23170	23903	23905
7	23438	24100	24790
8	23545	24293	24985
9	23747	24400	25180
10	24330	24602	25287
11	24910	25185	25489
12	25490	25765	26100
13	26250	26345	26715
14	27010	27105	27232
15	27771	28626	29513

Aides' salaries are based on 183 days, 7.33 hours daily. Cafeteria supervisor salary will be based on 187 days, 8 (eight) hours daily. See Article VI.D for further clarification on aides schedules.

Any aide hired after July 1st, 2020 who holds a certificate or has a college degree will begin at Step 5.

**SCHEDULE G  
2023-2026 EXTRACURRICULAR COMPENSATION**

	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
Student Council	2260	2260	2260
Mentor-Buddy*	2260	2260	2260
School Newspaper	2360	2360	2360
Literary Magazine	2360	2360	2360
Marching Band	2360	2360	2360
Yearbook	3360	3360	3360
Cheerleading	2760	2760	2760
Assistant Cheerleading	1683	1683	1683
Cross Country	2760	2760	2760
Assistant Cross Country	1683	1683	1683
Intramurals-Fall-boys	2510	2510	2510
Intramurals-Spring-boys	2510	2510	2510
Intramurals-Fall-girls	2510	2510	2510
Intramurals-Spring-girls	2510	2510	2510
Basketball-boys	3360	3360	3360
Assistant Basketball-boys	2760	2760	2760
Basketball-girls	3360	3360	3360
Assistant Basketball-girls	2760	2760	2760
Baseball – boys	2760	2760	2760
Assistant Baseball – boys	1683	1683	1683
Softball – girls	2760	2760	2760
Assistant Softball – girls	1683	1683	1683
Soccer	2760	2760	2760
Assistant Soccer	1683	1683	1683
Volleyball	2760	2760	2760
Assistant Volleyball	1683	1683	1683
Chorus	2360	2360	2360

\*Mentor-Buddy will meet for either planning OR an activity at least monthly throughout the regular school year.

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