

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF WILDWOOD CREST
AND THE
WILDWOOD CREST EDUCATION ASSOCIATION
THE COUNTY OF CAPE MAY, NEW JERSEY
JULY 1, 2011 – JUNE 30, 2014

WILDWOOD CREST SCHOOL DISTRICT

MEMO OF AGREEMENT

The Board of Education and the Teachers Association agree that:

the 2010/2011 aggregate **teacher's** payroll, be increased 0.00 % for 2011/2012, and;

the 2011/2012 aggregate **teacher's** payroll, be increased 2.00% for 2012/2013, and;

the 2012/2013 aggregate **teacher's** payroll, be increased 2.00% for 2013/2014, and;

the 2010/2011 aggregate **support staff** payroll, be increased 0.00 % for 2011/2012, and;

the 2011/2012 aggregate **support staff** payroll, be increased 3.00% for 2012/2013, and;

the 2012/2013 aggregate **support staff** payroll, be increased 3.00% for 2013/2014, and;

For the Board

For the Association

Frank Recordy 6/7/11

Matthew King 6/7/11

Sharon Procaccio 6/7/11

Christi Greer 6/7/11

Mary O'Donnell 6/7/11

Clairdea Gentzer 6/7/11

Scott Abbott 6/7/11

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PREAMBLE

This Agreement, entered into this first day of July 2011, by and between the Board of Education of Wildwood Crest, in the Borough of Wildwood Crest, New Jersey, hereinafter called the "Board" and the Wildwood Crest Education Association, hereinafter called the "Association."

Effective date of contract: July 1, 2011 through June 30, 2014

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 to 34:13A-13 to negotiate with the Association as the representative of employees hereinafter designated with respect 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. UNIT

The Board hereby recognizes the Wildwood Crest Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all employees including:

1. Teachers
2. Librarians
3. Specialists
4. Nurses
5. Teachers' Aides
6. Secretarial Staff
7. Custodial Staff

but excluding:

1. Superintendent
2. Principal
3. Substitutes
4. Confidential Secretarial Employees
5. Board Secretary/Business Administrator
6. Supervisor of Maintenance

B. DEFINITION OF STAFF

Unless otherwise indicated, the term "teachers" when used in this Agreement shall refer to all certified professional employees. The term "non-certified" shall refer to staff other than teachers. The term "employees" shall refer to all members represented by the Association as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with N.J.S.A. 34:13A-1 to 34:13A-13 in good faith effort to reach agreement on all matters concerning the terms and conditions of all employee employment. Such negotiations shall begin not later than December 1 of the school year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

B. NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have control over selection of the negotiating representatives of the other party.

C. MODIFICATION

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

1. Grievance

A "grievance" is a claim or complaint by an employee, a group of employees, or the Association based upon the interpretation, application or alleged violation of the terms and conditions of employment covered by this Agreement, Board policy or by any of its administrator's actions.

2. Aggrieved Party

An "aggrieved party" can be an employee, a group of employees or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

The term "days" shall mean school days. School days shall include days when pupils are in attendance, and any other days on which employee attendance is required.

5. Timeline Limitation

Failure by an employee, a group of employees or the Association to comply with all stated grievance timelines shall cause the grievance to become null and void. Failure by the administration to adhere to stated timelines will cause the grievance to be decided in favor of the grievant.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. SUBMISSION OF GRIEVANCES

1. Each grievance shall be submitted by the aggrieved party in writing on a form prepared jointly by the Association and the Board
2. A grievance to be considered under this procedure must be submitted in writing within fifteen (15) school days from the date when the aggrieved party knew or should have known of its occurrence.

D. PROCEDURE

1. Since it is important that the grievance 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 the 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

An employee with a grievance shall first discuss it with the immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
4. Level Two

If the aggrieved party is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the 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 & R Committee), with five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Superintendent of Schools.
5. Level Three

If the aggrieved party is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school 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) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Association's PR & R Committee submit his grievance for review by the Board of Education's Secretary within fifteen (15) for review by the Board of Education.

6. Level Four

- (1) 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 following receipt of the Board's decision, and provided the Association determines that the grievance is meritorious, except in the case of a grievance involving any of the following:
 - a. Any matter for which a method of review is prescribed by statute or any code, rule or regulation promulgated by the State Commissioner of Education or any matter which according to statute or law is either beyond the scope of the Board authority or limited to action by the Board alone, including Board policies and administrative decision; and
 - b. A complaint of a non-tenured employee which arises by reason of his not being re-employed.
- (2) The procedures of the Public Employment Relations Commission shall be followed in the selection of an arbitrator.
- (3) The arbitrator so selected shall confer with the representatives of the Board and 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 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.
- (4) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from agreement between the parties.
- (5) The costs for 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.

E. RIGHTS OF EMPLOYEE TO REPRESENTATION

1. Employee and Association

Any aggrieved party may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) selected or approved 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. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. MISCELLANEOUS

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of employees, 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 party does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Failure to issue a decision within any of the specified time limits shall permit the aggrieved party to proceed to the next level.
3. All employees, including an employee who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the Superintendent, regardless of the pendency of any grievance, until such grievance is properly determined.
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 in the personnel file of any of the participants.
5. All meetings and hearings under this procedure shall include only such parties in interest and their designated or selected representative theretofore referred to in the Article.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to N.J.S.A. 34:13A-1 to 34:13A-13, 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. 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, deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 to 34:13A-13 or other laws of 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 and 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. JUST CAUSE PROVISION

No employee 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 oral and/or written reprimands, increment withholdings, fines 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 teaching staff member for performance related reasons. 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. All discipline shall be applied in a non-discriminatory fashion.

C. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Board or any committee 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 meeting or interview and shall be entitled to have representatives of the Association present to advise him and represent him during such meeting or interview, any suspensions of an employee pending charges may be without pay at the discretion of the Board. However, such pay will be placed in an interest bearing escrow account pending resolution of the matter and if the judgment favors the employee, payment will be made.

D. EVALUATION OF STUDENTS

The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Wildwood Crest School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without first giving the teacher an opportunity of a conference with the Superintendent but the Board reserves the right to make any such changes.

E. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall adhere to the provisions of executive order number 11, 1975 and to N.J.S.A. 10:4-12.

(B) (8) (Open Public Meetings Act)

F. ASSOCIATION IDENTIFICATION

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

ARTICLE V

ASSOCIATION PRIVILEGES

A. INFORMATION

The Board agrees that it will not block Association access to information that is public record such as class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group employee health insurance premiums and experience figures, and names and addresses of all employees.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings contingent upon availability of the building after securing permission from the administration.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege to use school facilities and equipment, including typewriters, computers, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use in the school building only, after securing permission from the administration. The Association shall provide all duplicating supplies.

D. BULLETIN BOARDS

The Association shall have the exclusive use of a bulletin board in the faculty lounge.

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the Chief School Administrator or other members of the administration provided said use does not violate postal regulations.

F. RELEASE TIME FOR FACULTY REPRESENTATIVES

In the event that the Chief School Administrator requests a meeting with a representative or representatives of the Association to discuss implementation of or questions arising from this Agreement during school time, release time will be provided to the aforementioned representative or representatives.

ARTICLE VI
EMPLOYEE WORK YEAR

A. SCHOOL CALENDAR

The Board agrees to consider recommendations of the Association concerning the school calendar. However, in light of possible emergencies and constantly changing requirements, the Board reserves the right to fix the calendar in accordance with the need of the school district.

B. TEACHER WORK YEAR

The teacher work year in Wildwood Crest School District shall not exceed 185 days, of which up to 183 may be instructional days. However, in the light of possible emergencies and constantly changing requirements, the Board reserves the right to fix the calendar in accordance with the needs of the school district.

C. CUSTODIAL AND SECRETARIAL WORK YEAR

The 12 month custodial and secretarial work year shall consist of all weekdays during the calendar year less the specified holidays, vacation days, and sick and personal leave days as provided herein.

D. FULL TIME TEACHER AIDE WORK YEAR

The 12 month (full time) teacher aide work year shall consist of all weekdays during the calendar year less the specified holidays, vacation days, and sick and personal leave days as provided herein.

E. PART TIME AIDES, CUSTODIANS AND SECRETARIES

Part time employees shall work on such days designated by the administration. Except in cases of emergencies, the work schedule for part time aides shall be available one week in advance.

F. Holiday schedule for custodial, full time secretarial staff, and full time teacher aides:

July 4th
Labor Day
Martin Luther King's Birthday
President's Day
Memorial Day
Columbus Day
Thanksgiving (2 days)
Christmas (2 days)
New Year's (2 days)
Easter (2 days)

In the event that school would be open on Columbus Day, support staff who are required to work will be provided with an alternate day. The alternate day will require the prior approval of the Superintendent.

G. Vacation schedule for custodians, full time secretarial staff, and full time teacher aides:

Vacation requests will be submitted to the Superintendent for approval subject to Board review. Except in emergencies, vacation requests will be submitted to the Superintendent at least ten (10) days prior to requested vacation days.

Employees are entitled to:

1. Two (2) weeks with pay after one full year of service.
2. Three (3) weeks with pay after five full years of service.
3. Four (4) weeks with pay after fifteen full years of service.

Each week of vacation shall consist of five (5) working days. If a holiday as stated herein falls during a vacation period, it shall not count as a vacation day taken and the employee shall be given an alternate day.

Effective July 1, 1994, secretaries, custodians, and full-time teacher aides shall no longer be able to "carry over" unused vacation time. Unused vacation days accumulated prior to 7/1/94 may be utilized with Superintendent approval up to 8/19/94. Subsequently, vacation days not utilized during the school year shall be forfeited.

H. Non-certificated employees may be hired on a ten (10) month basis according to the following:

1. Salary shall be 10/12ths of appropriate step on the guide.
2. Ten (10) month employees have no vacation time entitlement.
3. Ten (10) month employees are entitled to twelve (12) sick and three (3) personal leave days, pursuant to Article XVIII, A.1. and Article XIX, A.1.
4. Ten (10) month employees are entitled to the days off as outlined in Article VI, F. which fall within the ten (10) month period of their employment.
5. The work day for ten (10) month employees shall be consistent with the provision of Article VII, H. I. and/or J.

ARTICLE VII

EMPLOYEE HOURS AND WORK LOAD

A. TEACHER DAY

1. Length of Day

- a. The total in-school work day shall consist of not more than seven (7) hours which shall include a duty-free lunch period.
- b. Commencing with the 2008-2009 school year an additional four (4) minutes of instructional time shall be added to the teacher and the aide instructional workday.

2. Arrival and Dismissal Time

No teacher shall be unreasonably required to report to duty earlier than thirty (30) minutes before the opening of the instructional school day and shall normally be permitted to leave thirty (30) minutes after the close of the instructional school day. On Fridays, or on the day preceding a holiday or vacations, the teacher's day shall end at the close of the pupils' day. Teachers assigned duty on Friday, or on the day preceding a holiday or vacation, will be permitted to leave fifteen (15) minutes earlier on an alternate day of that same week with the knowledge of the Superintendent or designee.

3. Field Trips

- a. For participation in field trips which extend beyond eight (8) hours, the teacher shall be compensated at the rate shown in VII A 3(c) below for every hour in excess of eight (8) hours.
- b. When teacher supervision is required for students' participation in school-related activities on non-school days, teachers shall be compensated at the rate shown in VII A 3(c) or be granted compensatory time on a day for day basis at the discretion of the administration.
- c. Rates:

2011-2012	\$22.00 per hour
2012-2013	\$23.00 per hour
2013-2014	\$23.00 per hour

B. TEACHING LOAD

1. The daily teaching load shall not exceed five (5) hours and thirty (30) minutes of classroom instruction.
2. Teachers shall be compensated at the following rates (per hour) for curriculum work:

2011-2012	\$30.00 per hour
2012-2013	\$31.00 per hour
2013-2014	\$31.00 per hour

C. LUNCH PERIODS

1. Length
Teachers shall have a daily duty free lunch period of at least thirty (30) consecutive minutes.
2. Leaving the Building

Teachers may leave the building without requesting permission during their duty free lunch periods, provided they follow the sign in/sign out procedures. In case of emergencies, teachers may be required to remain in school during their lunch periods.

D. MEETINGS

1. Prior to the Holiday and Weekends

Meetings which take place after the regular in-school workday and which require attendance, shall not be called on Fridays or on any day immediately preceding any holiday except in case of emergency, or other day upon which teacher attendance is not required at school.
2. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least twenty-four (24) hours prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

E. PREPARATION TIME

1. Grade Level

- a. Departmentalized classroom teachers shall, in addition to their lunch period have one preparation period per day. This period shall be equal in time to the regularly scheduled classes.
- b. Self-contained classroom teachers, in addition to their lunch period, have a minimum of four, thirty (30) minute periods of preparation time a week during which they shall not be assigned to any other duties.

2. Using Regular Teacher as Substitute

The practice of using a regular teacher as a substitute, thereby depriving him of a preparation period is undesirable and shall be discouraged.

F. EXTRACURRICULAR ACTIVITIES

1. Approved Activities

The Board and the Association agree that extra-curricular activities are educationally worthwhile. Reasonable teacher participation in extracurricular activities which extend beyond the regular scheduled school day may be required and shall be compensated according to Schedule E.

2. Payment of Salary

The voucher for any extracurricular activity will be submitted to the Board of Education for approval during the last full month of the activity. Full year activities shall be paid one-half (1/2) the stipend on January 30 and one-half (1/2) on June 30. Seasonal activities shall be paid at the end of the season according to the provisions above.

3. Supervision

- a. When supervision at a school-sponsored function is required, the Superintendent may request such supervision on a voluntary basis and the individual shall be compensated at the rate:

2011-2012	\$22.00 per hour
2012-2013	\$23.00 per hour
2013-2014	\$23.00 per hour
- b. When more than one individual is required for supervision of an activity, this may be provided by a teacher's aide who possesses a valid substitute certificate as long as this duty is shared with a teacher.

G. TEACHER-COORDINATED EDUCATION ACTIVITIES

Any teacher who organizes a fair, show, or exhibit for presentation to the school community and to the public after school hours, will be compensated at the rate of:

2011-2012	\$22.00 per hour
2012-2013	\$23.00 per hour
2013-2014	\$23.00 per hour

for that time required for the time required for the preparation, implementation, supervision, and closure of the activity. These activities will require prior approval of the Superintendent as to the amount of time that will be compensated, and will be subject to his supervision. An individual's participation in such activities will be voluntary.

H. CUSTODIAL WORK DAY

1. The normal work day for custodians shall be eight (8) hours per day. A thirty (30) minute meal break and two (2) breaks (each consisting of ten minutes) are permitted during each work day.
2. If a custodian is called into work after his regular shift or on a non-work day, he shall be guaranteed a minimum of two (2) hours call-back time.
3. Custodians who work more than eight (8) hours on any one day or more than forty (40) hours in any given week shall receive premium pay for such time at the rate of time and one half. Work on a holiday (Article VI, F.) shall be compensated at two times the regular rate of pay.
4. A yearly stipend of \$2,250 shall be paid to the custodian who is designated annually by the Superintendent as the day custodian during the school year.

I. SECRETARIAL WORK DAY

1. Secretarial staff shall work seven and one half (7 1/2) hours per day inclusive of a one (1) hour duty free lunch. Two (2) breaks (each consisting of ten minutes) are permitted during each work day.
2. If a secretary is called into work after his or her regular shift or on a non-work day, he or she shall be guaranteed a minimum of two (2) hours call-back time.
3. Secretaries who work more than forty (40) hours in any given week shall receive premium pay for such time at the rate of time and one half. Work on a holiday (Article VI, F.) shall be compensated at two times the regular rate of pay.
4. Should the State of New Jersey or the Federal Government require that schools be closed for an emergency reason, secretaries shall not be required to report for duty.

J. TEACHER AIDES WORK DAY

1. The work day for regular full time teacher aides shall be seven (7) hours per day with a thirty (30) minute duty free lunch inclusive. Two (2) breaks (each consisting of ten minutes) are permitted during each work day.
2. If a full time teacher aide is called into work after his or her regular shift or on a non-work day, he or she shall be guaranteed a minimum of two (2) hours call-back time.
3. Full time teacher aides who work more than forty (40) hours in any given week shall receive premium pay for such time at the rate of time and one half. Work on a holiday (Article VI, F.) shall be compensated at two times the regular rate of pay.
4. Should the State of New Jersey or the Federal Government require that schools be closed for an emergency reason, teacher aides shall not be required to report for duty.
5. There shall be a \$2,250 stipend added to the appropriate guide salary for any full-time specialized one-on-one aide. This amount shall remain as part of salary unless the employee no longer functions as a one-on-one aide, in which case he/she shall revert to only the appropriate guide salary.
6. Commencing with the 2008-2009 school year an additional four (4) minutes of instructional time shall be added to the teacher and the aide instructional workday.

ARTICLE VIII

TEACHER/STUDENT RATIO

The Wildwood Crest Board of Education and the Wildwood Crest Education Association express their mutual concern for establishing a teacher/student ratio consistent with sound educational principles. The Board agrees to make all reasonable efforts to keep classes in the range of 25 to 28 pupils.

ARTICLE IX

NON-TEACHING DUTIES

In order to maintain flexibility for the efficient operation of the school, non-teaching duties may be necessary and will be assigned at the discretion of the administration.

ARTICLE X

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

Each teacher employed by the district shall be placed on his proper step of the salary schedule, except in the case of an increment being withheld. Any teacher employed prior to February 1st of any school year shall be given full credit for one (1) year of service toward the next increment for the following year.

B. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year according to law.

C. NOTIFICATION OF RETIREMENT/RESIGNATION

Certificated staff members shall provide the Board of Education with a minimum of sixty (60) days notice of resignation or retirement. Non-certificated staff members shall provide the Board of Education with a minimum of two (2) weeks notice of retirement or resignation, except in the case of medical emergency.

ARTICLE XI

SALARIES

A. SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in Schedules A through E which are attached hereto and made a part hereof.

B. PROCEDURE FOR WITHHOLDING INCREMENTS OF TEACHING STAFF MEMBERS

1. The Superintendent shall notify the teaching staff member, in writing, of a recommendation to withhold the teaching staff member's increment, at least ten (10) days prior to Board of Education action. Said notice shall include the reasons for the recommendation.
2. The teaching staff member may request, in writing, a meeting with the Superintendent to discuss the reasons for the recommendation to withhold his/her increment within five (5) days of the notice of a recommendation.

C. METHOD OF PAYMENT

1. Each employee with a contract shall be paid two (2) times a month in accordance with the present practice.
2. The Board agrees to pay employees by any other method which may be mandated by statute or code.
3. Exceptions: when a payday falls on or during a school holiday vacation or weekend, employees shall receive their pay checks on that last previous working day.
4. Final salary: teachers shall receive one half of their salary for the month of June on the 15th. The balance of the June salary will be mailed in time to be received no later than June 30th.
5. The Board of Education shall arrange for direct deposit of employee paychecks to a reasonable number of financial institutions.

D. CREDIT UNION

A teacher may join the ABCO Federal Credit Union and may have deductions made through the payroll department. The Board Secretary shall be notified by July 1st of each year. Upon receipt of proper certification, payroll deductions will begin by September 1st.

ABCO FEDERAL CREDIT UNION
PUBLIC EMPLOYEE FEDERAL CREDIT UNION
P.O. BOX 247
RANCOCAS, NEW JERSEY 08073

ARTICLE XII

TEACHER ASSIGNMENT

A. NOTIFICATION

1. Date for Presently-Employed Teachers

All teachers shall be given written notice of their class and/or subject assignment, building assignments and room assignments for the forthcoming year not later than July 1st if this represents a change from the previous year, except in case of emergency or changing district needs.

2. New Teachers

The Superintendent shall assign all newly-appointed personnel to their specific position within the subject areas and/or grade levels for which they are qualified. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after the opening of school, the Association and any teacher affected shall be notified promptly in writing and upon the requests of the teacher and the Association, the changes shall promptly be reviewed between the Superintendent and the teacher affected and at his option, a representative of the Association.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than May 15th of each school year, the Superintendent shall provide to the Association and make available in the school building, 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.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than May 30th.

3. Posting

As soon as practicable, and no later than the opening day of school, the Superintendent shall post in the school and provide to the Association, a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

4. Extracurricular

As soon as positions are known to be available for any extracurricular activities, such vacancies shall be posted on the faculty bulletin board and the Association notified.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTICE

Notice of an involuntary transfer or reassignment shall be given to all certificated staff no later than July 31st except in cases of emergency.

B. CRITERIA

When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Wildwood Crest School District and other relevant factors, including state and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be reassigned.

C. MEETING AND APPEAL

An involuntary reassignment shall be made only after a meeting between the teacher involved and 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.

D. PRIORITY IN REASSIGNMENT

A teacher being involuntarily reassigned shall be placed only in an equivalent position, i.e., one which does not involve reduction in total compensation.

ARTICLE XV

PROMOTIONS

- A. In the event a vacancy, a new position, or 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 in its discretion.
- B. Notice of vacancies occurring during the summer recess shall be sent to the Association.

ARTICLE XVI

EMPLOYEE EVALUATION

A. GENERAL CRITERIA (TEACHER)

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. NON-TENURED TEACHERS

Frequency

Non-tenured teachers shall be evaluated in accordance with the applicable statutes and administrative code for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.

C. GENERAL CRITERIA (SUPPORT STAFF)

1. Open Evaluation

All monitoring or observations 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 and similar surveillance devices shall be strictly prohibited.

2. Evaluation

Support staff shall be evaluated only by persons designated by the School Board. All evaluation of support staff shall be based on a job description that is approved by the School Board.

3. Copies of Evaluation

An employee shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise added upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

D. EMPLOYEE RECORDS

1. File

An employee shall have the right, upon written request, to review the contents of his/her personnel file and to receive one (1) copy at Board expense, of any document contained therein. All employees shall be entitled to have a representative of the Association accompany him/her during such review. The employee may request that documents which the employee feels are obsolete or no longer appropriate be removed from the file. The final determination with regard to retention of said documents rests with the Superintendent and is not subject to the grievance procedure contained herein.

2. Derogatory Material

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

3. No Separate File

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

4. Complaint Procedure

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating an employee, shall be processed according to the following procedure: the Chief School Administrator shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee shall have the right to be represented by the Association at any meeting or conferences regarding such complaint. The employee shall have the right to face his accuser before any final action shall be taken.

E. TERMINATION OF EMPLOYMENT

1. Final Evaluation

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance. No documents or other materials shall be included in the employee's personnel file after severance other than in accordance with the provisions of this Article.

2. Should the Board of Education wish to include documents or other materials in the personnel file of a former employee who has resigned or was terminated, subsequent to the employee's last day of work, a copy of said material shall be forwarded by certified mail to the last known address of the former employee.

ARTICLE XVII

EMPLOYEE FACILITIES

A. LISTING OF FACILITIES

The school shall have the following facilities:

1. Space for each teacher within each instructional area in which the teacher can store his/her instructional materials and supplies.
2. The school building shall have a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials. The Board agrees to make available for teachers' use a copying machine, a typewriter, and all appropriate supplies and paper for said machine.
3. An appropriately furnished room which shall be reserved for the use of employees as a lounge. Although employees 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.
4. There shall be suitable space for teachers to store personal articles.

ARTICLE XVIII

SICK LEAVE

A. ACCUMULATIVE

1. All ten (10) month employees shall be entitled to twelve (12) 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. These days may be used for personal illness. Unused sick leave shall be accumulated from year to year with no maximum limit.
2. Twelve (12) month employees shall be entitled to fourteen (14) leave days each school year subject to the same conditions stated in A.1.

B. NOTIFICATION OF ACCUMULATION

Employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

C. PAYMENT UPON TERMINATION

1. Employees Hired Prior to July 1, 1994

For employees hired prior to July 1, 1994, the following provision applies to payment of unused sick leave:

After four (4) complete years of service within the district, upon leaving, employees will receive 33 1/3 percent of their per daily rate of pay for each day of accumulated sick leave, payable in three (3) equal annual installments. A lump sum payment will be considered if a year's notice of planned retirement is given to the Board. In the event of the death of a retired employee any accumulated sick pay on record will be paid to the employee's estate in accordance with the payment schedule. Employees employed after July 1, 1991, shall be required to have ten (10) complete years of service within the district to qualify for this benefit.

2. Employees Hired on or after July 1, 1994

For employees hired on or after July 1, 1994, payment upon termination will be as follows:

- a. Minimum 20 years' experience in the district
- b. Must be retiring from the district
- c. Must be 50 years of age, or older
- d. The maximum termination payout will be for 185 days
- e. The daily rate for termination payment for certificated staff will be \$50.00 per day
- f. The daily rate for termination payment for non-certificated staff will be \$25.00 per day.

ARTICLE XIX

TEMPORARY LEAVE OF ABSENCE

A. TYPES OF LEAVE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal

Three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours. Notification to the Chief School Administrator, for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the employee using such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Personal days will not be granted before or after a holiday or the N.J.E.A. Convention, except in case of an emergency as determined by the Superintendent.

A request for consecutive personal days must be made in writing to the Superintendent, with the specific reason for the need for consecutive days stated.

Unused personal days shall be added to the accumulated sick leave.

2. Religious

Employees are entitled to religious holidays as mandated by the New Jersey State Law.

3. Legal

Time necessary for appearance in a legal proceeding required by law may be granted at the discretion of the Superintendent.

4. Death

Up to five (5) days including holidays but excluding weekends at any one time in the event of death of an employee's spouse, child, parent, brother, or sister. Up to five (5) days including holidays and weekends for parent-in-law, brother-in-law, or sister-in-law. Similar leave may be granted for other members of the immediate household at the discretion of the Superintendent.

5. Time, not to exceed on (1) day per school year may be granted at the discretion of the Superintendent, for an employee to attend funeral services in the event that an employee's personal days for that school year have already been used.

6. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard as mandated by the applicable statutes. An employee shall be paid as per applicable statute.

7. Good Cause

Other leaves of absence with pay may be granted by the Board in its sole discretion.

8. In Addition to Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XX

EXTENDED LEAVE OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence without pay of up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teachers Corps, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship at the Board's sole discretion.

B. MATERNITY

In the event of absence from school due to the birth or adoption of a child, after available state benefits are exhausted, the individual may request a leave of absence for up to one year without pay. Such leaves will be granted at the sole discretion of the Board.

C. ILLNESS

A leave of absence due to extended illness may be granted at the sole discretion of the Board.

D. GOOD CAUSE

Other leaves of absence without pay may be granted by the Board in its sole discretion.

E. RETURN FROM LEAVE

1. Salary

Upon return from leave, an employee shall be placed on the salary schedule at the salary level agreed upon between the employee and the Board at the time the leave is granted.

2. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position. While on leave of absence no sick leave days are accumulated or health fringe benefits are to be paid.

F. EXTENSION AND RENEWALS

All extensions or renewals of leave shall be applied for and granted in writing. It is the responsibility of the employee whenever possible to notify the Superintendent prior to July 1st, if a leave of absence shall extend into the ensuing school year.

G. BENEFITS WHILE ON LEAVE

All benefits to which an employee is entitled to upon commencement of leave shall continue at no expense to the employee for a period of ninety (90) days or otherwise provided herein or by law. Employees who elect to may continue benefits at their own expense by notifying the Board and arranging to make payments for benefits which are continued past the ninety (90) day period.

ARTICLE XXI

SABBATICAL LEAVES

A sabbatical leave may be granted to teachers at the Board's discretion for study, or for some other reason deemed to be of value to the school system. Such a leave will be subject to the following condition:

1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two (2) employees at any one time. The Board's priority will be based upon the leave that will be of greatest value to the educational program of the system.
2. Tentative requests for sabbatical leaves shall be made in writing by October 1st prior to the school year for which absence is desired. Final approval of the sabbatical leave will take place by February 15th.
3. Board consideration for sabbatical leaves shall be made and apply to employees who have completed seven (7) full school years of service in the district. Leaves will not be granted for more than one (1) year or for less than one half year.
4. An employee on sabbatical leave shall be paid by the Board at fifty percent (50%) of his prorated salary for the period of the sabbatical leave.
5. Regular contributions for the State Retirement Fund and such other items as required, shall be deducted.
6. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system.
7. All benefits to which an employee was entitled at the time his sabbatical commenced, including accumulative sick leave, shall be restored to him upon his return. Efforts will be made to assign to leave recipient the same position he held at the time the sabbatical commenced. However, the Board reserves the right to assign any employee to a position within the area of his certificate.
8. With the exceptions of the death or the permanent disability of the employee, the employee shall enter into a contract to continue in the service of the Wildwood Crest School District for a period of at least two (2) years after expiration of the leave. Failing to so continue, the employee shall be required to pay the Board of Education a sum bearing the same ratio to the amount of salary received while on sabbatical that the unfulfilled portion of service bears to the two (2) full years. Any balance due the Board of Education shall be repaid within the mutually agreed upon time limit.

9. During the sabbatical year, a teacher must report two (2) times each semester describing the progress he has made in fulfilling the purpose of the leave. Such report shall be filed using forms developed by the Superintendent. In addition, official transcripts must be submitted as soon as available.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PURPOSE

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principles of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs, as well as the school district.

The Board of Education and the Wildwood Crest Education Association shall conform to all requirements established by the State of New Jersey Professional Teaching Standards Board as they apply to the required one hundred (100) hours of continuing education.

B. PROGRAMS - TEACHERS

1. Tuition

The Board shall reimburse a teacher for tuition for credits beyond a Bachelor degree provided:

- a. the course leads to dual certification or upgrades qualifications;
- b. the course receives prior approval of the Chief School Administrator who will determine if the proposed course will benefit the system; on-line courses may be submitted for consideration.
- c. a transcript or grade report is submitted to the Chief School Administrator showing a grade of a minimum of "B" for the Course or, the Employee is able to document that the course was only available on a pass/fail basis and the employee attained a "pass" grade, and presented to the Board for approval within ninety (90) days of the completion of the course; and
- d. the rate of reimbursement is not more than the current per credit rate at Rowan College of New Jersey.
- e. Teaching staff members are individually eligible for a maximum of twelve (12) credits per school year (July 1 through June 30). The expense to the Board for each school year for all teaching staff members is capped at a maximum of \$13,000.00 beginning in 2007-2008.
- f. If the New Jersey Department of Education requires additional coursework as a condition of continued certification, the Board agrees to reopen negotiations to discuss an increase in e. above.

2. In-Service Workshops, Conferences, Programs

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, in-service training sessions, or other such sessions which are approved.

- a. Teaching staff members shall be required to submit a report and evaluation of any session attended pursuant to B.2. above.

B. PROGRAMS – SUPPORT STAFF

1. Tuition

The Board shall reimburse a support staff members for tuition provided:

- a. individual members are eligible for a maximum six (6) credits per academic/fiscal year;
- b. the course receives prior approval of the Chief School Administrator who will determine if the proposed course is related to the employee's employment and if it will benefit the system; on-line courses may be submitted for consideration;
- c. a transcript or grade report is submitted to the Chief School Administrator showing a grade of a minimum of "B" for the Course or, the Employee is able to document that the course was only available on a pass/fail basis and the employee attained a "pass" grade, and presented to the Board for approval within ninety (90) days of the completion of the course; and
- d. the rate of reimbursement is not more than the current per credit rate at Rowan College of New Jersey.
- e. The expense to the Board for each school year for all support staff members is capped at a maximum according to the following:

2011-2012	\$2,500
2012-2013	\$2,500
2013-2014	\$2,500

ARTICLE XXIII

PROTECTION OF EMPLOYEES, STUDENTS, AND PROPERTY

A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. REASONABLE FORCE

As specified in 18A:6-1, as revised and amended, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary in strict accordance with the statute and applicable laws.

C. ASSAULT

1. Assistance

The Board shall give full support and assistance for any assault upon the employee while acting in the discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence to a maximum of thirty (30) school days but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.

4. Medical

The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury resulting from said assault as provided in present insurance coverage.

5. Workmen's Compensation

Benefits derived under this or subsequent agreements shall not exceed the provisions of Workmen's Compensation.

ARTICLE XXIV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. SPECIAL ASSISTANCE

When, in the judgment of a teacher, a student requires the attention of the Chief School Administrator, or other specialist, he shall so inform the Chief School Administrator or immediate superior. The Chief School Administrator or immediate superior shall arrange as soon as possible for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

B. DISRUPTIVE STUDENTS

When, in the judgment of a teacher, a student is by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him to the Chief School Administrator.

ARTICLE XXV

INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

The Board shall provide insurance protection as it exists in the New Jersey School Employee Health Benefit Plan of 2008. Effective July 1, 2011 employees will pay the state mandated contribution of 1.5% of their salary for health benefits. The Board shall establish maintain an I.R.S. 125 P.O.P. plan for the deduction of the employee's contribution. The Board shall establish, as mandated by law, a FAS account for employees wishing to participate.

1. Provisions of Coverage

Provisions of the health care insurance program are detailed in the New Jersey School Employee Health Benefit Plan of 2008 policies and contracts.

B. DESCRIPTION TO ALL EMPLOYEES

The Board shall provide to each employee a description of the health care insurance coverage provided under this Article no later than the beginning of each school year, which shall include a description of conditions and limits of coverage.

C. Should legislation be passed allowing a plan to be implemented under which a payment may be made to staff members who waive duplicate New Jersey State Health Benefits Plan coverage, the Association agrees that said plan shall be implemented in the District.

D. PRUDENTIAL INCOME PROTECTION PLAN MEETINGS

The Superintendent shall permit representatives of the N.J.E.A. Prudential Income Protection Plan to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association during non-school hours.

E. HEALTH REIMBURSEMENT ACCOUNT

Effective July 1, 2011, the Wildwood Crest Board of Education shall contribute to an employee Health Reimbursement Account (HRA) each year. The annual contribution by the Board shall be as follows:

2011-2012	\$1,400
2012-2013	\$1,400
2013-2014	\$1,400

The following provisions govern eligibility for and use of this benefit:

1. Only contracted employees working more than twenty (20) hours a week are eligible.
 2. Only medical expenses as qualified by the Internal Revenue Service shall be eligible for reimbursement under the H.R.A.
 3. Only the employee, his/ her spouse, and his/her children under 23 years of age, living at home in the regular parent/ child relationship shall be covered under the H.R.A.
 4. Receipts may be submitted to the third party administrator of the program pursuant to the rules of the administrator.
 5. The full amount of the H.R.A. shall be available to the employee as of the first workday of the employee's work year.
 6. For an employee hired after July 1, during the first year of employment, the Board's contribution shall be pro-rated as follows:
 - o 1/12th of the yearly amount for each month employed
 7. The balance of the unused H.R.A. funds shall carry-over to subsequent years in the employee's account.
 8. Commencing in the 2007-2008 school year, the Board of Education will pay the H.R.A. start-up fees, the initial cost of a convenience card, and any monthly maintenance fees for all employees.
 9. Commencing in the 2008-2009 school year and thereafter, if the convenience card is an optional feature and the employee chooses to use this plan feature, the employee shall be responsible for any costs of the card.
 10. Upon retirement, resignation, or termination, the employee's H.R.A. will remain open for a period of twelve (12) months from the date of separation. Any remaining funds after that period shall be returned to the Board of Education.
- F. Employee benefits shall cease on the last day of the month in which an employee resigns or retires, unless extended pursuant to law.

ARTICLE XXVI

PERSONAL AND ACADEMIC FREEDOM

A. PERSONAL

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent, hinder, impair, or affect the teacher in performing properly his assigned functions during the workday.

B. CITIZENSHIP

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for the discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

C. ACADEMIC

The Board and the Association agree that academic freedom is desirable to the fulfillment of the purpose of the Wildwood Crest School District and they acknowledge the fundamental need to protect teachers from any unreasonable censorship or restraint which might interfere with their performance of their teaching functions. Accordingly, they agree as follows:

1. Controversial Material

Teachers shall be guaranteed freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided that said material has the prior approval of the administration.

2. Personal Opinion

In performing their professional functions, when a teacher expresses his/her personal opinion, he/she shall clearly state that the expression represents personal views and not necessarily those of the school district.

3. It is the Board's intent that any differences of opinion about the exercise or abridgement of freedom of speech within or among members of the Board, staff, and especially instructional personnel be reviewed by all parties in order to accomplish a solution satisfactory to all parties.

ARTICLE XXVII

DEDUCTION FROM SALARY

A. PAYROLL DEDUCTION - ASSOCIATION DUES AND AGENCY SHOP FEE

1. The Board agrees to deduct from the salaries of Association members dues for the Wildwood Crest Education Association, the Cape May County Education Association, the New Jersey Education Association, or the National Education Association, as said employees authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969, State Department of Education. The Association will provide the Board of Education with a list of all its members authorizing such deductions by September 15th of each school year.
2. In the event an eligible unit member does not become a member of the Association during the time covered by this Agreement, the member will be required to pay a representation fee to the Association.
3. Amount of Fee: The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such fees exceed 85% of the regular membership dues, fees, and assessments. The Association shall certify the total amount of Association dues and the Agency Shop Fee to the Board of Education by September 15th of each school year.
4. 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 sufficient written notice prior to the effective date of such change.

B. DEDUCTION AND TRANSMISSION OF FEE

1. Notification – Once during each membership year covered in whole or in part by this agreement, but no later than October 1st of each school year, the Association will submit to the Board a list of those eligible unit members who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such eligible non-Association members the full amount of the representation fee and promptly will transmit the amount so deducted to the Association in accordance with paragraph 2 below.
2. Payroll Deduction Schedule – The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each eligible non-Association member on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck issued:

- a. for the first full pay period after receipt of aforesaid list by the Board;
or
 - b. thirty (30) days after the eligible non-Association member begins employment in a bargaining unit position, unless the eligible non-Association member 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 after the resumption of the non-Association member's employment in a bargaining unit position, whichever is later.
3. Termination of Employment – If an eligible non-Association member who is required to pay an agency shop fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in questions.
 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. Said monies together with current records of any corrections, shall be transmitted by the Wildwood Crest Education Association by the 15th of each month following the monthly pay period in which deductions were made, to the extent practical.
 5. Changes – The Association will notify the Board, in writing, of any changes to the lists provided in A:1 and B:1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made no later than the next full pay period 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 Association will submit to the Board of Education, a list of all individuals who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, and dates of employment for all such individuals and will indicate whether the new employee has joined the Association or will pay a representation fee as an eligible non-Association member.
 7. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this article.
 8. The Association will maintain, and notify all eligible non-Association members in writing of a Demand and Return system as required by law.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employees 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.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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. This Agreement becomes part of Board policy for the term of said Agreement.

C. PRINTING AGREEMENT

Copies of this Agreement shall be paginated and reproduced at the expense of the Board after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or hereafter employed by the Board. The Association is responsible for the typing of the first draft.

D. NOTICE

1. Whenever any notice is required to be given by either of the parties to this Agreement to the other during the school year, pursuant to the provision(s) of the Agreement, either party shall do so in writing by first class letter or hand carried letter at the following addressees:
 - a. If by Association to Board at:
9100 Pacific Avenue
Wildwood Crest, NJ 08260
 - b. If by Board to Association at:
9100 Pacific Avenue
Wildwood Crest, NJ 08260
2. The Association will supply the Board Secretary with an appropriate address for summer notification (July 1 through August 31).

E. BOARD RESPONSIBILITIES

Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws of 1974, as revised and amended, the Association recognizes that the Board has the sole responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Wildwood Crest School District to the extent authorized by law.

F. CUSTODIAL UNIFORMS AND LICENSES

1. Upon completion of a thirty (30) day probationary period, new employees shall receive three (3) uniforms purchased by the administration. Experienced custodians shall receive an additional three (3) uniforms and one (1) pair of work shoes at no cost to themselves on each anniversary of their hire date.
2. Custodial employees must wear the uniform provided whenever they are on duty within the District. If in the opinion of the administration an employee is not neatly and appropriately attired in uniform, said employee may be subject to disciplinary action.
3. Within two (2) years of a custodian's initial date of hire, said employee must acquire a valid Black Seal License. Employees hired prior to July 1, 1997 shall have three (3) years to obtain such license. Failure to obtain such a license may be grounds for dismissal. The employee must maintain a valid Black Seal License to be retained as an employee of the Wildwood Crest School District. The Board shall reimburse the employee for the cost of keeping the Black Seal License valid. A copy of the employee's license must be submitted to the Superintendent upon initial receipt and each time the license is renewed. Said copy shall be placed in the employee's personnel file.

G. STIPEND FOR SUBSTITUTE PLACEMENT

A yearly stipend of \$2,250.00 shall be paid to the secretary who is designated by the Superintendent to be responsible for the arranging of substitute teachers throughout the school year.

H. IRS MILEAGE RATE

Employees who are required to use their personal vehicle for work duties shall be compensated at the IRS mileage rate.

ARTICLE XXIX

MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXX

ATTENDANCE OF CHILD OF BARGAINING UNIT MEMBER

Members of the Bargaining Unit are permitted to have their children attend the Wildwood Crest School System even though that member is not a resident of the Borough of Wildwood Crest. The attendance by a child or children of a non-resident member of the Bargaining Unit shall be limited to attendance in regular classes. If, however, the child or children of the member of the Bargaining Unit shall require special pupil costs as computed by the School System of the Borough of Wildwood Crest, that cost shall be borne by the parent-member of the Bargaining Unit.

Effective July 1, 2011, non-resident employees who elect to enroll their children in regular education programs in the District will pay the following tuition amount for each child who attends the Wildwood Crest School system:

7/1/2011 – 6/30/2012	\$1,000
7/1/2012 – 6/30/2013	\$2,000
7/1/2013 – 6/30/2014	\$3,000

Non-special needs children of non-resident staff members who attend Crest Memorial School as of June 3, 2011 are exempt from paying tuition as long as they attend Crest Memorial School.

NOTE ABOUT SALARY GUIDES

All staff members have a zero per cent (0%) increase in total salary and longevity from 2010-2011 into 2011-2012.

Individuals will continue to accrue years of service for movement through the longevity steps, but, even if qualifying for a higher level of longevity they will receive a zero increase for 2011-2012. They will not, however, spend an extra year on their current longevity step. For example, if an employee is on step 15 as of June 30, 2011 FY11-12 should be their first year of longevity. They will move to that longevity "bracket" in 2011-2012 but will not receive any increase. In FY12-13 they will be in their second year of longevity and will receive the appropriate longevity amount.

SCHEDULE A

WILDWOOD CREST - TEACHERS SALARY GUIDE

2011-2012

YEAR 1
2011-12

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,000	52,600	53,200	54,400	55,000	55,600
2	52,641	53,241	53,841	55,041	55,641	56,241
3	53,283	53,883	54,483	55,683	56,283	56,883
4	53,925	54,525	55,125	56,325	56,925	57,525
5	56,025	56,625	57,225	58,425	59,025	59,625
6	58,125	58,725	59,325	60,525	61,125	61,725
7	60,225	60,825	61,425	62,625	63,225	63,825
8	62,438	63,038	63,638	64,838	65,438	66,038
9	64,652	65,252	65,852	67,052	67,652	68,252
10	66,866	67,466	68,066	69,266	69,866	70,466
11	69,136	69,736	70,336	71,536	72,136	72,736
12	71,406	72,006	72,606	73,806	74,406	75,006
13	73,677	74,277	74,877	76,077	76,677	77,277
14	76,344	76,944	77,544	78,744	79,344	79,944
15	79,563	80,163	80,763	81,963	82,563	83,163

Longevity: 16-19 years - \$2200
 20-23 years - \$2600
 24-27 years - \$3000
 28 + years - \$3400

SCHEDULE A
WILDWOOD CREST - TEACHERS SALARY GUIDE

2012/2013

YEAR 2
2012-13

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,341	52,941	53,541	54,141	55,341	55,941
2	52,982	53,582	54,182	55,382	55,982	56,582
3	53,624	54,224	54,824	56,024	56,624	57,224
4	54,266	54,866	55,466	56,666	57,266	57,866
5	56,366	56,966	57,566	58,766	59,366	59,966
6	58,466	59,066	59,666	60,866	61,466	62,066
7	60,566	61,166	61,766	62,966	63,566	64,166
8	62,779	63,379	63,979	65,179	65,779	66,379
9	64,993	65,593	66,193	67,393	67,993	68,593
10	67,207	67,807	68,407	69,607	70,207	70,807
11	69,477	70,077	70,677	71,877	72,477	73,077
12	71,747	72,347	72,947	74,147	74,747	75,347
13	74,018	74,618	75,218	76,418	77,018	77,618
14	76,685	77,285	77,885	79,085	79,685	80,285
15	79,904	80,504	81,104	82,304	82,904	83,504

Longevity: 16-19 years - \$2200
 20-23 years - \$2600
 24-27 years - \$3000
 28 + years - \$3400

SCHEDULE A

WILDWOOD CREST - TEACHERS SALARY GUIDE

2013/2014

YEAR 3
2013-14

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	52,776	53,376	53,976	55,176	55,776	56,376
2	53,417	54,017	54,617	55,817	56,417	57,017
3	54,059	54,659	55,259	56,459	57,059	57,659
4	54,701	55,301	55,901	57,101	57,701	58,301
5	56,301	57,401	58,001	59,201	59,801	60,401
6	58,901	59,501	60,101	61,301	61,901	62,501
7	61,001	61,601	62,201	63,401	64,001	64,601
8	63,214	63,814	64,414	65,614	66,214	66,814
9	65,428	66,028	66,628	67,828	68,428	69,028
10	67,642	68,242	68,842	70,042	70,642	71,242
11	69,912	70,512	71,112	72,312	72,912	73,512
12	72,182	72,782	73,382	74,582	75,182	75,782
13	74,453	75,053	75,653	76,853	77,453	78,053
14	77,120	77,720	78,320	79,520	80,120	80,720
15	80,339	80,939	81,539	82,739	83,339	83,939

Longevity: 16-19 years - \$2200
 20-23 years - \$2600
 24-27 years - \$3000
 28 + years - \$3400

SCHEDULE B

WILDWOOD CREST - INSTRUCTIONAL AIDES

	Year 1 2011-2012	Year 2 2012-2013	Year 3 2013-2014
Step			
1	23,908	24,238	24,591
2	24,408	24,738	25,091
3	24,908	25,238	25,591
4	25,408	25,738	26,091
5	25,908	26,238	26,591
6	26,408	26,738	27,091
7	27,308	27,638	27,991
8	28,208	28,538	28,891
9	29,108	29,438	29,791
10	30,008	30,338	30,691

*All salaries represented are 12 month salaries

*10 Month employees receive 10/12ths of the appropriate guide step

*A stipend of \$2,250 will be paid to any full-time specialized one-on-one aide. The amount shall remain a part of salary unless the employee no longer functions as a one-on-one aide, in which case he/she shall revert to only the appropriate guide salary.

SCHEDULE C

WILDWOOD CREST - SECRETARIES

Step	Year 1	Year 2	Year 3
	2011-2012	2012-2013	2013-2014
1	26,413	27,473	28,564
2	26,913	27,973	29,064
3	27,413	28,473	29,564
4	27,913	28,973	30,064
5	28,413	29,473	30,564
6	28,913	29,973	31,064
7	29,413	30,473	31,564
8	29,913	30,973	32,064
9	30,413	31,473	32,564
10	30,913	31,973	33,064
11	31,413	32,473	33,564
Off 1	39,235	40,295	41,386

All salaries represented are 12 month salaries

10 Month employees receive 10/12ths of the appropriate guide step

SCHEDULE D

WILDWOOD CREST - CUSTODIANS

	Year 1 2011-2012	Year 2 2012-2013	Year 3 2013-2014
Step			
1	25,235	25,953	26,701
2	25,835	26,553	27,301
3	26,435	27,153	27,901
4	27,035	27,753	28,501
5	27,635	28,353	29,101
6	28,235	28,953	29,701
7	28,835	29,553	30,301
8	30,035	30,753	31,501
9	31,235	31,953	32,701
10	32,435	33,153	33,901
11	33,635	34,353	35,101
Off1	35,048	35,766	36,514
Off2	38,197	38,915	39,663

*All salaries represented are 12 month salaries

*10 Month employees receive 10/12ths of the appropriate guide step

*A yearly stipend of \$2,250 shall be paid to the custodian who is designated annually by the Superintendent as the day custodian during the school year.

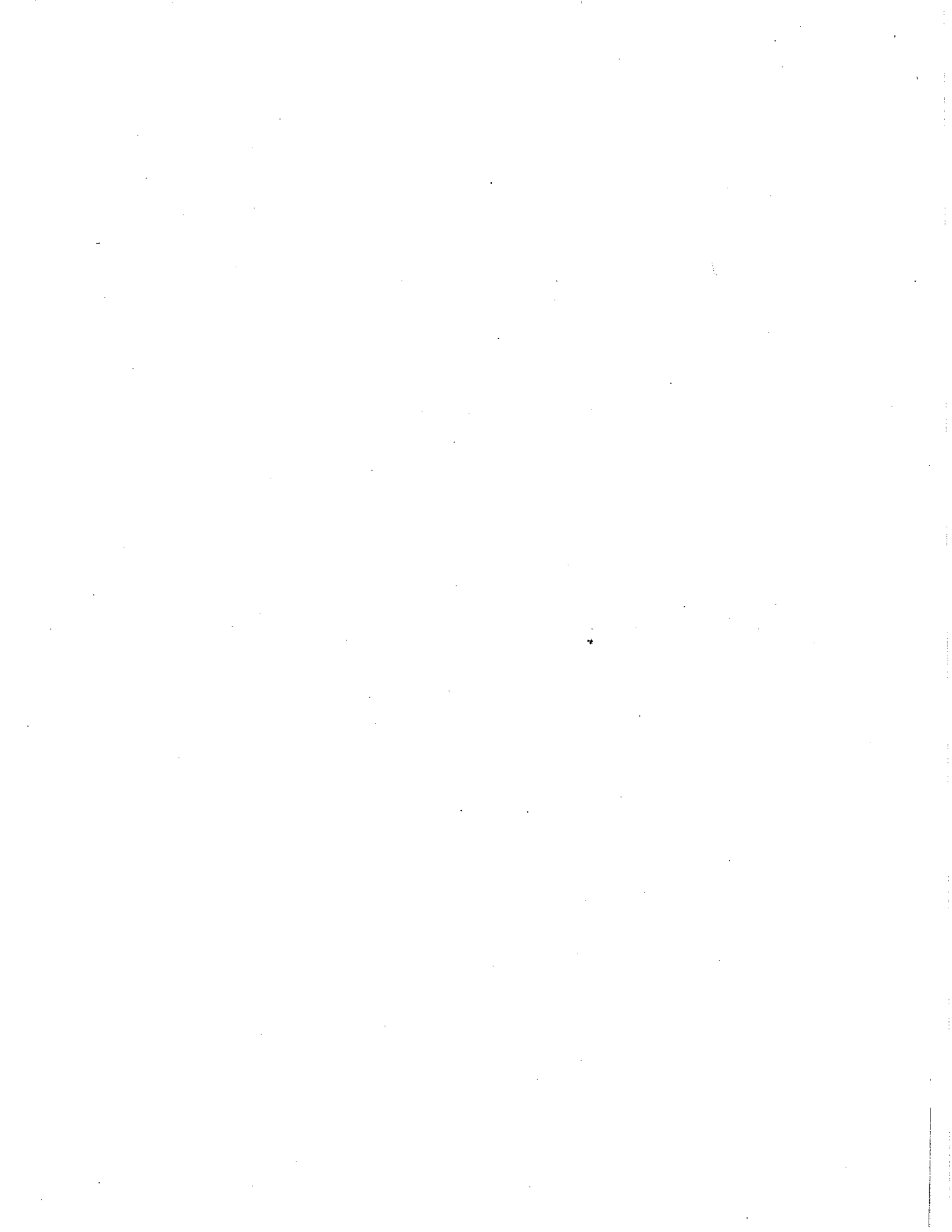
SCHEDULE E WILDWOOD CREST – EXTRACURRICULAR

ACTIVITY	2011-2012	2012-2013	2013-2014
"200" Club	1,770	1,805	1,842
Assistant (Any Sport)	742	757	772
Athletic Director	2,696	2,750	2,805
Band Director	1,770	1,805	1,842
Baseball	1,770	1,805	1,842
Basketball - J.V.	1,770	1,805	1,842
Basketball - V	2,902	2,960	3,019
Book Club Advisor	1,770	1,805	1,842
Cheerleading - J.V.	1,770	1,805	1,842
Cheerleading - V	2,902	2,960	3,019
Chorus/ Choir Director	1,770	1,805	1,842
Computer Club 3-5	1,770	1,805	1,842
Computer Club 6-8	1,770	1,805	1,842
Cross Country	1,770	1,805	1,842
District Webmaster	3,079	3,141	3,203
Drama Club	1,770	1,805	1,842
Ecology Club	1,770	1,805	1,842
Family Science (per person)	742	757	772
Field Hockey	1,770	1,805	1,842
Gymnastics	1,770	1,805	1,842
Head Teacher	1,770	1,805	1,842
History Club	1,770	1,805	1,842
Language Club	1,770	1,805	1,842
Math Club	1,770	1,805	1,842
Memorial Masterpiece			
K-2	742	757	772
3-5	742	757	772
6-8	742	757	772
Newspaper	1,770	1,805	1,842
Safety Patrol	1,770	1,805	1,842
School Newsletter	3,125	3,188	3,251
Science Club	1,770	1,805	1,842
Science Facilitator	1,770	1,805	1,842
Set Design	905	923	942
Sign Language Club	1,770	1,805	1,842
Soccer	2,696	2,750	2,805
Softball	1,770	1,805	1,842
Stage Crew	905	923	942
Student Council	1,770	1,805	1,842
Swim Team	1,770	1,805	1,842

ACTIVITY	2011-2012	2012-2013	2013-2014
Tennis	1,770	1,805	1,842
TV/Video Club	1,770	1,805	1,842
Web Site Club	1,770	1,805	1,842
Web Site Coordinator	3,079	3,141	3,203
Yearbook	2,015	2,057	2,098

Run

X ——— 1805 2098



Modification of Agreement

In accordance with Article II, Section C, of the 2011/14 negotiated agreement between the Wildwood Crest Board of Education and the Wildwood Crest Education Association, both parties hereby agree to modify Schedule E of the agreement, for the 2012/13 school year, by adding the extra-curricular position of iRun Advisor with a stipend of \$1,805.

Wildwood Crest
Board of Education

Wildwood Crest
Education Association

Frank Accardi 4/19/12
Frank Accardi Date

Karin Proccacio 4/3/12
Karin Proccacio Date

Matthew Fritz 4/3/12
Matthew Fritz Date

Tuition reimbursement

B.e. PJ.37. Add Z
If the cost of eligible tuition reimbursement for the year by the teaching staff exceeds the cap on expenses, the available money will be divided equally among those eligible based on the number of credits taken.

Support staff

B.f. Add, PJ. 58
f. If the cost of eligible tuition reimbursement for the year by the support staff exceeds the cap on expenses, the available money will be divided equally among those eligible based on the number of credits taken.

Modification of Agreement

In accordance with Article II, Section C, of the 2011/14 negotiated agreement between the Wildwood Crest Board of Education and the Wildwood Crest Education Association, both parties hereby agree to modify Article XXII – Professional Development and Educational Improvement by adding the following:

B. PROGRAMS - TEACHERS

1. Tuition

- e. If the cost of eligible tuition reimbursement for the year by the teaching staff exceeds the cap on expenses, the available money will be divided equally among those eligible based on the number of credits taken.

B. PROGRAMS – SUPPORT STAFF


1. Tuition

- f. If the cost of eligible tuition reimbursement for the year by the support staff exceeds the cap on expenses, the available money will be divided equally among those eligible based on the number of credits taken.

Wildwood Crest
Board of Education

Wildwood Crest
Education Association


Frank Accardi _____
Date


Karin Procaccino _____
Date 8/22/12

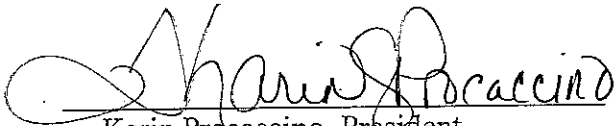

Matthew Fritz _____
Date 8/27/12

Memorandum of Understanding

The Wildwood Crest Education Association understands and agrees that the administrative decision to allow W.C.E.A. members to donate accumulated sick leave days to another unit employee is in no way precedent setting nor binding in any future similar situations.

The determination to allow such a donation arrangement is solely at the discretion of the Wildwood Crest Board of Education.

For the Association


Karin Procaccino, President

11/9/12
Date

