

PROFESSIONAL EMPLOYEES AGREEMENT

between the

OCEAN CITY EDUCATION ASSOCIATION

and

BOARD OF EDUCATION OF OCEAN CITY

THE COUNTY OF CAPE MAY, NEW JERSEY

Effective July 1, 2008

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PREAMBLE

This Agreement entered into by and between the Board of Education of Ocean City, New Jersey, hereinafter called the "Board", and the Ocean City Education Association, hereinafter called the "Association". Further, the terms "party" or "parties" shall refer to the "Board" and/or "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Ocean City School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974 (NJSA 34:13A-1 to 34:13A-13) 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.

In consideration of the following mutual covenants, it is here-by agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on per diem basis, employed or hereinafter employed by the Board, including:

Classroom teachers

Nurses

Specialists:

Learning Disability, Speech, Psychiatric Social Worker,

School Psychologist, Reading, Guidance Counselors, Compensatory Education Teachers, Media

Specialist/Librarian, AVA Coordinator

Computer Specialist

Student Assistance Coordinator

Athletic Trainer

Excluded are:

Principals

Assistant Principals

Director of Special Services

Coordinators

Per Diem Substitutes

- B. Unless otherwise indicated, the term “teachers”, when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) 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 the date fixed by PERC for the calendar year proceeding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and voted upon by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. In support of such negotiations the Board shall make available to the Association for inspection, all pertinent records, date and budget information of the Ocean City School District as the Association shall request
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. Representatives of the Board's and the Association's negotiating committees shall meet upon mutual agreement for the purposes of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance or negotiation procedure.
 - 1. Each party shall submit to the other, at least three (3) days prior to the meetings, an agenda covering matters they wish to discuss.
 - 2. All meetings between the parties shall be scheduled, whenever possible, to take place the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 - 3. Should a mutually acceptable amendment to this Agreement be agreed to by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term 'sanction'. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release, or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made."
- G. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law, rulings or decisions.
- H. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any questions or proposal until the procedures within this Agreement are fully exhausted.

- I. In accordance with and to the extent required by Chapter 303, Public Laws of 1968, as amended by Chapter 123, P.L. of 1974, proposed new rules or modifications of existing rules governing working conditions shall first be negotiated with the Association. Both parties to these negotiations understand that this Agreement incorporates the entire understanding between the parties on matters which were the subject of negotiations. 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.

- J. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. A “Grievance” is a claim upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement. Matters which are not covered in this Agreement 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 welfare or 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 views.

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 a 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 the 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 by mutual agreement 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 appropriate administrator, either directly or through the Association’s designated representative, with the objective of resolving the matter informally.
 - (a) Any teacher(s) having a grievance must institute the proceedings at this level within 21 days after the teacher(s) knew of the grievance.
 - (b) If the Association has a grievance, it must institute the proceedings at this level within 21 days after it knew of the grievance.

4. **Level Two**
If the aggrieved person 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 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") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The Principal shall receive a copy of this grievance. 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 person 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 PR&R Committee submit his grievance for review by the Board of Education. The Board shall review his 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, Principal 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 following receipt of the Board's decision. Such submission to arbitration shall be filed through the Public Employment Relations Commission (PERC), with a copy of such filing forwarded simultaneously to the Board.
 - (b) The parties shall then be bound by the rules and procedures of the Public Employment Relations Committee in the selection of an arbitrator.
 - (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 arbitrator shall be limited to the issue submitted, and shall consider nothing else, nor can he add to or subtract from the Agreement between the parties. 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 cost for the services of the arbitrator, including per diem expenses, if any, 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 in interest, any building representative, 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 and Principal 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 therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee and Principal. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 6(c) 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 direction of the Superintendent, Principal or other supervisory personnel, 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 kept in the personnel file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. 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 this Article.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information of public record and information that may be necessary for the Association to process any grievances. The Association agrees to furnish to the Board a list of its members in good standing, names and addresses of its officers and a list of all committees of the Association and the names and addresses of all members thereof. In the event there are any changes in the membership, the officers, or the members of the committees of the Association, the Association shall immediately notify the Board of such change.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or extra-curricular activities.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operation or extra-curricular activities, and provided there is no substantive cost to the Board of Education. The Principal of the building so used shall be notified, in writing at least one working day in advance, except in an emergency, of the time and place of all such meetings.
- E. With advance notification given to the Principal, the Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use provided the Association pays reasonable cost for necessary materials and damages caused by the Association.
- F. The Association shall have the privilege to use the inter- school mail facilities and school mail boxes as it deems necessary and without the approval of building Principals or other members of the administration.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

ARTICLE 5

SCHOOL WORK YEAR

The Board agrees that the representatives of the Association shall be consulted before adopting the calendar for each of the school / work years covered by this Agreement. The teacher work year shall be 195 days long which shall include 10 emergency days, which if not used for snow days, storm days, or emergency closings, shall be deleted from the teacher work year. Teachers newly employed in the district may be required to work an additional two (2) days for orientation.

ARTICLE 6

TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, and they are expected to be punctual, but they shall not be required to “clock out” by hours and minutes. All teachers shall be required to sign-in (initials) at the appropriate/designated administrative area each instructional day. The sign-in book shall be removed and replaced by a swipe-in system, when available, for safety reasons.

1. The collective teacher arrival and departure time shall not exceed the student school day by more than thirty (30) minutes. It is understood that the teacher school day is based upon the student school day for the school and/or shift to which he is assigned. Arrival and departure times will remain the same.
2. The arrival and departure time for all teachers shall be designated as follows, with the exception noted below.

Primary School:	Arrive	8:30
	Depart	3:30
Intermediate School:	Arrive	7:40
	Depart	2:40
High School:	Arrive	7:45
	Depart	2:50

The Board reserves the right to schedule some staff members at the High School for an earlier arrival and departure time to allow for a zero period. In the event that this becomes necessary, the following conditions will apply:

- a. Teachers will first be taken for zero period on a volunteer basis.
 - b. If there are more volunteers than needed, teachers will be chosen on a seniority basis after teaching assignments (courses) have been made. If there are no volunteers, teachers will be assigned on a reverse seniority basis after teaching assignments (courses) have been made.
 - c. No one who teaches zero period will be required to teach more than the contractual time (in minutes) for their building.
 - d. Teaching time shall be consecutive for the seven (7) hours and five (5) minutes.
 - e. No staff member with pre-school age children shall be required to teach zero period.
 - f. Any staff member who teaches zero period shall not be required to return for meetings scheduled after the normal school day.
 - g. No teacher shall be required to begin his/her day prior to 7:00AM.
3. A teacher’s total in school workday shall consist of not more than seven (7) hours for the Primary School, seven (7) hours for the Intermediate School, and seven (7) hours and five (5) minutes for the High School, which shall include a duty-free lunch period.
 4. The maximum daily teaching load of High School teachers shall be five (5) periods. Assignment to a study hall/library period shall not be considered a teaching period for the purpose of this Article and said assignments shall be a maximum of one per day.
 5. A teacher may voluntarily teach more than five periods per day provided the involved teacher and the Association have given their written consent in any contract year.

- B. Primary and Intermediate School teachers shall have a minimum of two hundred (200) minutes per week for preparation time. Primary School preparation time shall be in thirty (30) minute, uninterrupted periods during the student day, and each teacher shall be guaranteed at least one (1) preparation period per day. High School teachers shall have a minimum of one full scheduled period for preparation time on a daily basis.
1. Teachers shall not be assigned to cover classes during their preparation period or during an administrative period in which they are relieved, unless their consent is first obtained or unless an emergency has arisen. For the purpose of this provision an emergency shall be defined as a situation for which there was no reasonable opportunity to make other arrangements. Any teacher who is assigned to cover under this provision shall be compensated at the rate of \$15.00 per loss of prep period.
 2. A staff member who has volunteered, or been assigned, to cover a class during his/her preparation period may elect to, in lieu of receiving payment for said coverage as per this Article:
 - a. Receive one “sub-personal” day for every six periods of coverage. The core periods at the Intermediate School (which are 1 hour in length) shall count as 1 1/2 periods for the purpose of this article.
 - b. In the case of coverage for teachers in grades K thru 5, one additional “sub-personal” day shall be earned for every 240 minutes of coverage.
 - c. This “sub-personal” day shall be used as a personal day prior to the end of that school year. It may not be carried over to the following school year, nor be converted to a sick day. Additionally, the “sub-personal” day may not be used to extend a vacation, and it may not be used during the last two weeks of the school year.
 - d. A staff member may accumulate and use a maximum of three (3) “sub-personal” days in a given school year. All coverages above and beyond these three days shall be compensated at the rate as per Article 6.B.1.
 - e. These days must be requested by the staff member at least three (3) days prior. The respective building Principal may deny the specifically requested date in cases of extenuating circumstances. (Example: several teachers are already scheduled out that day.)
 - f. Any “sub-personal” days not used by the end of the school year will be compensated at the rate of \$90.00. In the event a staff member covers less than the 6 periods, or 240 minutes by the end of the school year, he/she shall be compensated retroactively as; per the amounts in 6.B.1.
 - g. In the event of block scheduling, a person who volunteers to cover a full block shall receive credit for two periods.
 - h. The Administration agrees not to combine classes, or to take staff members from other teaching assignments to cover classes in order to circumvent any of the above.
 3. High School teachers shall not be required to teach more than two (2) subject areas. The total number of preparations for any teacher shall be kept to a minimum commensurate with scheduling arrangements.
 4. Any changes in existing teacher or teaching schedules will first be discussed between Administrator(s) and representatives of the Teacher’s Association.
- C. The Director of Athletics shall not be assigned more than three (3) student instruction-supervision periods per day, and shall be excused from regular study hall duties and homeroom assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

- D. Teachers shall have a daily duty-free lunch period of at least the following lengths:
- | | | |
|---------------------|---|------------|
| Primary School | - | 40 minutes |
| Intermediate School | - | 30 minutes |
| High School | - | 25 minutes |
- E. Exclusive of School Nurses, teachers may leave the building without requesting permission during their scheduled duty-free lunch periods and/or preparation period, so long as they make their absence and return known to the main office. School Nurses may leave their respective buildings with special permission of their building Principal or his/her designee. Said request shall not be unreasonably denied. However, any denial shall not be subject to the grievance procedure.
- F. Building-based teachers may be required to attend faculty or other professional meetings.
1. The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. Association representatives may speak to the teachers during any meeting referred to provided the administration has been notified prior to the meeting.
 2. No meetings shall be called for on a Friday or any day preceding a holiday, unless an emergency has arisen.
 3. Staff shall be required an additional 30 minutes beyond the normal contract dismissal time for staff meetings. This shall occur no more than one time per month. A staff member may be excused earlier with prior permission of the principal.
- G. The Board shall first seek qualified voluntary candidates for extracurricular activities and/or positions by posting vacancies. The Board will attempt to use volunteer candidates. However, it reserves the right to assign other individuals. Those teachers assigned to said activities and/or positions, volunteers or not, shall be compensated and that compensation shall be in accordance with the schedules in Article 32.
- H. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary and at no expense to the teacher.
- I. Exceptions to the provisions of Sections A, D and F above, may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level One thereof.
- J. In the event that the Board of Education adopts a block scheduling format, the following provisions will apply:
1. A professional staff member, in a given semester, may not be assigned to teach more than three (3) instructional blocks, and shall have a preparation block equal in time to a teaching block.
 2. No block shall exceed eighty- two (82) minutes in duration.
 3. All professional staff shall have a duty free lunch period of at least 30 minutes, not including passing time.
 4. Every effort will be made to limit professional staff to 2 instructional preparations.
 5. The staff will have input regarding teacher and course scheduling, and sequencing of courses.

6. A staff member assigned to cover a class as per Article 6 B.1, shall not be required to cover more than one-half of any instructional block under this provision.
 7. Staff evaluations shall be a full instructional period.
 8. When staff members from outside Districts visit our District, a fee equal to \$50.00 per person will be charged and given to the OCEA Scholarship Fund, if legally able to be done. In the event that the District incurs expenses on behalf of the visitors, those expenses shall be deducted from the per person fee with the balance going to the OCEA Scholarship Fund.
 9. The Director of Athletics shall be assigned to teach a maximum of three instructional blocks per year, no more than two of which may be assigned in any one semester. Additionally, he/she shall be excused from any homeroom or duty assignment.
 10. The Board of Education will make a commitment to ongoing staff development.
 11. In the event that Block Scheduling is implemented, and subsequently eliminated, contract language shall revert back to that which is included in this Article dealing with the traditional teaching schedule.
- K. If the district decides to implement Block Scheduling, the administration will confer with Association representatives on the details of such a schedule. If the particular restrictions of Article 6 J interfere with the creation of an optimum schedule, the parties agree to reopen Article 6 J and negotiate over modifications to that section of this Agreement.
- L. In the event of a Reduction in Force of a professional staff member, said staff member shall receive reimbursement for their unused sick leave as described in Article 31. 5.
- M. The Extension Program is recognized as an integral part of the Ocean City High School. A full time teacher's workday shall be the same as a high school teacher as defined in Article 6 A. 3. Part time teachers shall be compensated as per Article 32 G.

ARTICLE 7
REPRESENTATIVE FEE

A. Purpose of Fee

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

B. Amount of Fee/Notification

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

C. Deductions and Transmission of Fee

1. Notification

On or about the 15th of September of each year the board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the 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 will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

ARTICLE 8

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. Time assigned for duties in each building shall be fairly and equitably distributed among all staff.
2. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his Principal or immediate supervisor. The transporting teacher shall be fully insured by the Board of Education in compliance with New Jersey Law. He shall be compensated at the rate set forth below for use of his own automobile. Tolls, where applicable, shall be reimbursed in addition to mileage. Each teacher shall be reimbursed for the use of his/her auto in carrying out authorized school district responsibilities and/or attending approved conferences in accordance with the following:

2008-2011: thirty cents (.30) per mile

- (a) The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, liabilities, and expenses incurred by a teacher against whom any action shall be brought for any act or omission other than assaults or other intentional acts causing injury to another arising out of the performance of school duties and/or participation in any authorized school function or activity in accordance with and to the extent of New Jersey statutes. Any teacher working on an approved school activity shall be fully covered by the Board as if he were performing normal teaching duties.

- B. PRESIDENTS RELEASE TIME

The Ocean City Board of Education realizes the constructive nature of the OCEA's position of President and will arrange his/her schedule so that whoever is filling this position will have time to travel between buildings and make the many contacts this position requires without impacting on the person's teaching ability. Additionally, the OCEA President shall not be assigned duties, or a duty period for the duration of his/her Presidency.

ARTICLE 9

TEACHER EMPLOYMENT

- A. **Qualifications**
Nothing in this Agreement shall obstruct the right of the Board from reassigning duties to supervisory personnel.
- B. **Certification**
All instructional personnel employed in the elementary and secondary schools are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations, and travel.
- C. Each teacher shall be placed on his proper step of the salary schedule in accordance with paragraph (1) below:
 - 1. No new hiree shall be placed on a step higher than an existing teacher in the District with the same years of public school teaching experience.

Additional credit for military experience shall be in accordance with the law.
 - 2. Any teacher employed for 91 school and/or working days, including orientation, professional, and NJEA Convention days shall receive a full year credit toward advancement on the salary guide and/or any other financial/seniority benefits normally due said teacher.
- D. Teachers with previous teaching experience in the Ocean City School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in section C (1) above. Such teachers who have not been engaged in other teaching or other activities indicated in this Agreement shall upon returning to the system be restored to the next position on the salary schedule above at which they left.
- E. Previously accumulated unused leave days will be restored to all returning teachers.
- F. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 30. Salary status shall be understood as step on guide according to classification.
- G. Contracts given to teachers in each of their first three years shall be known as probationary contracts. Either party may terminate the contract upon sixty (60) days' written notice. Tenured teachers may terminate their employment upon sixty (60) days written notice.
- H. Teachers under contract with the Board but without permanent certificates may be given contracts on a yearly basis until they meet the requirements for a tenure contract.
- I. Dismissal procedures of teachers under tenure shall be that prescribed by the State.

- J.
 - 1. The use of classroom aides other than as supervised assistants shall not be accepted as a viable substitute for certified teachers in instructional situations.
 - 2. New or experimental programs involving changes in teacher status, duties, or responsibilities must be carried out in accordance with the articles of the teachers' contract.
 - (a) Such new or experimental programs may be instituted for the purpose of determining their educational value and effectiveness after thorough research and discussion among the Board, the Administration, and the Association. It is further suggested that the K – 12 (Curriculum-Discipline) Task Force function in mutual cooperation and communication.

ARTICLE 10

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule “A” which is attached hereto and made a part hereof.
- B. The salary of an employee shall be paid semi-monthly on the fifth and twentieth of each school month. The first check for each school year shall be on the 5th of September.
- C. Teachers may elect to participate in the “Direct Deposit of Paychecks”.
 - 1. Any teacher who desires to enroll in this plan must do so prior to August 15 of each school year. Any teacher who desires to withdraw from the plan must do so after June 30 and prior to August 15 of each school year.
 - 2. It is agreed between the Board and the Association that if the Board of Education deposited its funds with a different institution, the Association would assume the responsibility of working out a Direct Deposit of Paychecks plan with the new institution. It is further understood between the parties that the internal operation of the plan is not a part of this Agreement, and is a matter between the bank and the Association.
 - 3. The Direct Deposit of Paychecks program shall be free of any bank charges to the Board of Education and the operation of the program shall not in anyway result in any additional work load than required by the normal issuance of paychecks.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June if possible.
- F. Compensation for seasonal activities will be granted as follows:
 - Fall Activities – first pay date in December
 - Winter Activities – first pay date in March
 - Spring Activities – first pay date in June

In the event that a seasonal activity has not concluded prior to the corresponding pay date above, compensation will be granted on the next pay date after completion of said activity.

G. Effective July 1, 2008, the base salary shall be \$44,628.00. All other salaries shall be expressed as a percentage over the base salary as set forth below:

Bachelor's		Master's						
Yr.	Degree	B+15	B+30	Degree	M+15	M+30	M+45	M+60
1	Base Salary	5.6	11.1	16.7	22.2	27.8	33.3	
2	5.6	11.1	16.7	22.2	27.8	33.3	38.9	
3	11.1	16.7	22.2	27.8	33.3	38.9	44.4	
4	16.7	22.2	27.8	33.3	38.9	44.4	50.0	
5	22.2	27.8	33.3	38.9	44.4	50.0	55.6	
6	27.8	33.3	38.9	44.4	50.0	55.6	61.1	
7	33.3	38.9	44.4	50.0	55.6	61.1	66.7	
8	38.9	44.4	50.0	55.6	61.1	66.7	72.2	
9	44.4	50.0	55.6	61.1	66.7	72.2	77.8	
10	50.0	55.6	61.1	66.7	72.2	77.8	83.3	
11	55.6	61.1	66.7	72.2	77.8	83.3	88.9	
12	61.1	66.7	72.2	77.8	83.3	88.9	94.4	
13	66.7	72.2	77.8	83.3	88.9	94.4	100.0	
14	---	---	83.3	88.9	94.4	100.0	105.6	
15	---	---	---	---	---	105.6	111.1	
16	---	---	---	---	---	---	---	116.7

H. The existing base salary (2008-09) will be increased to \$45,660.00 and all other salaries on the guide will be adjusted accordingly for the years 2009-2010. (see salary guide)

I. The existing base salary (2008-2009) will be increased to \$46,815.00 and all other salaries on the guide will be adjusted accordingly for the years 2010-2011. (see salary guide)

J. The Board may withhold, for inefficiency or other good cause, the employment increment which includes a potential change of salary classification, or the adjustment increment, or both, of any individual in any year by a majority vote of all the members of the Board. The Board shall, within 10 days, give written notice of such action, together with the reasons therefore, to the individual concerned. The individual may appeal to the Commissioner of Education under the rules prescribed by the Commissioner.

- K. Extended meritorious service to the Ocean City School System shall be rewarded in accordance with the scale set forth below. The sums payable hereunder shall be in addition to all other compensation received under this Agreement, and shall become part of said teacher's salary. Periods of interruption in service to the Ocean City School System shall be credited for the purposes of this provision only to the extent that such periods do not exceed a total for four (4) years and are attributable to military or alternative service. No credit shall be given for periods which precede the date of initial employment in the Ocean City School System.

Number of years in the Ocean City School System:

14 – 16 Three percent of step 13 BA salary scale to a maximum of \$2000.00

17 – 19 Five percent of step 13 BA salary scale to a maximum of \$3000.00

20 - 22 Seven percent of step 13 BA salary scale to a maximum of \$4500.00

23 - 25 Nine percent of step 13 BA salary scale to a maximum of \$5500.00

26 or above Thirteen percent of step 13 BA salary scale to a maximum of \$8000.00

- L. Personnel anticipating salary classification changes for the next year must notify the Superintendent's office in writing before February 1 of the preceding school year.
- M. Guidance Counselors shall work 10 days longer than the teaching calendar year. Compensation for the additional number of days shall be that specified in Article 35-D. The compensation shall be added to their base salary and distributed equally throughout their normal pay periods during the school year.

OCEA Salary Guide 2008-2009

Step	BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45		MA+60	
1	44628	Base	47127		49582		52081		54535		57035		59489			
2	47127		49582		52081		54535		57035		59489		61988			
3	49582		52081		54535		57035		59489		61988		64443			
4	52081		54535		57035		59489		61988		64443		66942			
5	54535		57035		59489		61988		64443		66942		69441			
6	57035		59489		61988		64443		66942		69441		71896			
7	59489		61988		64443		66942		69441		71896		74395			
8	61988		64443		66942		69441		71896		74395		76849			
9	64443		66942		69441		71896		74395		76849		79349			
10	66942		69441		71896		74395		76849		79349		81803			
11	69441		71896		74395		76849		79349		81803		84302			
12	71896		74395		76849		79349		81803		84302		86757			
13	74395		76849		79349		81803		84302		86757		89256			
14					81803		84302		86757		89256		91755			
15											91755		94210			
16	Step 16 applies to Master + 60 ONLY														96709	
	Longevity 14-16 Yrs						2000									
	Longevity 17-19 Yrs						3000									
	Longevity 20-22 Yrs						4500									
	Longevity 23-25 Yrs						5500									
	Longevity 26 Yrs +						8000									

OCEA Salary Guide 2009-2010

Step	BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45		MA+60	
1	45660	Base	48217		50728		53285		55797		58353		60865			
2	48217		50728		53285		55797		58353		60865		63422			
3	50728		53285		55797		58353		60865		63422		65933			
4	53285		55797		58353		60865		63422		65933		68490			
5	55797		58353		60865		63422		65933		68490		71047			
6	58353		60865		63422		65933		68490		71047		73558			
7	60865		63422		65933		68490		71047		73558		76115			
8	63422		65933		68490		71047		73558		76115		78627			
9	65933		68490		71047		73558		76115		78627		81183			
10	68490		71047		73558		76115		78627		81183		83695			
11	71047		73558		76115		78627		81183		83695		86252			
12	73558		76115		78627		81183		83695		86252		88763			
13	76115		78627		81183		83695		86252		88763		91320			
14					83695		86252		88763		91320		93877			
15											93877		96388			
16	Step 16 applies to Master + 60 ONLY														98945	
	Longevity 14-16 Yrs															2000
	Longevity 17-19 Yrs															3000
	Longevity 20-22 Yrs															4500
	Longevity 23-25 Yrs															5500
	Longevity 26 Yrs +															8000

OCEA Salary Guide 2010-2011

Step	BA		BA+15		BA+30		MA		MA+15		MA+30		MA+45		MA+60	
1	46815	Base	49437		52011		54633		57208		59830		62404			
2	49437		52011		54633		57208		59830		62404		65026			
3	52011		54633		57208		59830		62404		65026		67601			
4	54633		57208		59830		62404		65026		67601		70223			
5	57208		59830		62404		65026		67601		70223		72844			
6	59830		62404		65026		67601		70223		72844		75419			
7	62404		65026		67601		70223		72844		75419		78041			
8	65026		67601		70223		72844		75419		78041		80615			
9	67601		70223		72844		75419		78041		80615		83237			
10	70223		72844		75419		78041		80615		83237		85812			
11	72844		75419		78041		80615		83237		85812		88434			
12	75419		78041		80615		83237		85812		88434		91008			
13	78041		80615		83237		85812		88434		91008		93630			
14					85812		88434		91008		93630		96252			
15											96252		98826			
16	Step 16 applies to Master + 60 ONLY														101448	
	Longevity 14-16 Yrs						2000									
	Longevity 17-19 Yrs						3000									
	Longevity 20-22 Yrs						4500									
	Longevity 23-25 Yrs						5500									
	Longevity 26 Yrs +						8000									

ARTICLE 11

TEACHING ASSIGNMENT

- A.
 - 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments, room assignments for the forthcoming year not later than July 31.
 - 2. If there is any significant change from the advertised position and the actual assignment of the hiree, the Superintendent shall abide by any contractual provision concerning posting of vacancies and/or teacher assignments. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than July 31.
 - 3. In the event the change in such scheduled class and/or subject assignments, building assignments, or room assignments are proposed after July 31, any teacher affected shall be notified promptly in writing and, upon the request of the teacher and/or the Association, the changes shall be promptly reviewed between the Superintendent and a representative of the Association.
- B. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

ARTICLE 12

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than April 30 each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
 - 2. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 15. In the event of vacancies occurring after April 30, the Board shall instruct the Superintendent to make an immediate announcement as specified in A-1 and not less than two weeks shall be allowed for teacher applications for transfer. There shall be letter notification of any positions occurring during the period between June 20th and August 30th sent to the home addresses of all present certified and qualified faculty who have met the provisions of sentence number one of this paragraph.
 - 3. As soon as practicable, and no later than June 1, the Superintendent shall post in each school and deliver 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.
 - B. Teachers already employed by the Board should be afforded equal employment opportunity for any vacancies. If a teacher's request or application is denied he shall be so notified, but said teacher shall have the right to reapply for any subsequent vacancies in the future.
 - C. Any of the foregoing is not to preclude applications or requests at any other time of the school year for openings which may occur.

ARTICLE 13

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 1. It is understood that the period between academic years (summer) is understood to be an emergency time period.
- B. When an involuntary transfer or reassignment is necessary, the individual teacher shall be afforded the protection of any rules, regulations, State statutes, laws, and provisions of the Constitution of New Jersey and/or the United States.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore. In the event that the teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting. Should any of the teachers' rights cited in Section B be violated, said teachers may have the right to institute a grievance.

ARTICLE 14

VACANCY NOTIFICATION

- A. When new or existing professional positions become vacant during the normal calendar year, September 1 to June 20, teachers shall be notified of job vacancies. Notice shall be placed in all individual mailboxes, posted in faculty lounges, Principal's offices, mail rooms and a copy sent to the Association President. Between June 21 to August 31, those teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than May 15. Those teachers in turn will be notified of the appropriate available position(s). The notice shall include a deadline date no earlier than two weeks from the date of announcement for filing applications. Additionally, between June 21 to August 31, the OCEA President and respective building Vice Presidents shall each be mailed notice of vacancies to their homes on the date they are posted.
- B. All members who apply for any professional position shall be notified at his/her home address regarding the disposition of their application prior to publication of the name of the successful applicant.
- C. Notice of such dispositions shall be sent to the Association President.

ARTICLE 15

TEACHER EVALUATION

- A.
 - 1. 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, audio systems and similar surveillance devices shall be strictly prohibited.
 - 2. Teachers 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 when possible. 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.
 - 1. A teacher shall have the right, upon request to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every five (5) years, a teacher shall have the right to indicate these documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain they shall be destroyed.
 - 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher 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 teacher 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. 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.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Whenever any teacher is asked to appear by the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher 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. He shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. In the event that a meeting with an administrator is requested by a teacher concerning continued employment, the teacher, at his discretion, may be accompanied by a representative from the Association. Any suspension of a teacher pending charges shall be with pay.

- E.
 - 1. All evaluations shall be in accordance with the law.
 - 2. Such evaluations shall be addressed to the teacher and shall follow a format as set forth in Board policy and which includes a narrative component, with or without a checklist.
 - 3. Each teacher shall be given a blank copy of the evaluation form, for informational purposes, by September 15.
 - 4. Evaluations are to be provided for non-tenured teachers as per the following schedule:
 - First Evaluation Not Later Than December 1.
 - Second Evaluation Not Later Than February 15.
 - Third Evaluation Not Later Than April 5.
 - Annual Evaluation Not Later Than April 15.
- F. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.
- G. No later than May 15, individual conferences will be held between the teacher and supervisor to provide a total review of the teacher's work year and to identify strategies for improvement where necessary and to recognize achievement and good practice. At this time an individual Professional Development Plan will be developed in accordance with N.J.S.A. 18A and the New Jersey Administrative Code.

ARTICLE 16
TEACHER FACILITIES

- A. Each school shall have the following facilities if possible:
1. Space in each classroom in which teachers may store instructional materials and supplies.
 2. An appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge. Although it shall be cleaned regularly by the school's custodial staff, teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
 3. A serviceable desk and chair and filing facilities for the use of each teacher.
 4. A communication system so that teachers can communicate with the main office from their classrooms.
 5. Well-lighted, clean teacher restrooms separate for each sex and separate from the students' restrooms.
 6. A separate, private dining area for the exclusive use by the teachers.
 7. Suitable closet space for each teacher to store coats, boots and personal articles.
- B. The administration shall make every good faith effort to deliver instructional materials and supplies requested by the teachers to each teacher's classroom in a timely manner prior to the first day of school. This provision shall be non-grievable.

ARTICLE 17

SICK LEAVE

- A. All teachers 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. Those employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days.
- B. Each teacher shall be notified in writing of the total amount of unused sick leave credited to him as of June 20th of each year. Such notification may be issued at any time prior to October 21st of the same year.
- C. Teachers who transfer into the Ocean City schools and who have a certified accumulation of sick leave from prior teaching within the public school system of any district shall be credited with such sick leave up to a maximum of fifteen (15) days.

ARTICLE 18

TEMPORARY LEAVE OF ABSENCE

It is recognized that while the following leaves are available when necessary, the typical professional employee will not expect to take every possible leave day.

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Up to four (4) days leave for personal leave which shall be for the purpose of meeting a need which can not otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days.
2. Up to five (5) days for the purpose of visiting other schools or attending meetings or conferences of an educational or professional nature, with prior approval of the teacher's Principal or Superintendent.
3. Time necessary for appearances in any legal proceeding connected with teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend. Time shall not be granted for any other legal proceeding initiated by the teacher.
4. Up to five (5) days at any one time in the event of death or critical illness of a teacher's spouse, child, parent, brother, sister, in-laws or a member of a teacher's immediate household. Critical Illness shall be defined as a condition or event which poses an immediate or potential threat to a person's life as a result of disease or injury. Teachers shall be granted up to two (2) days in the event of death of a teacher's relative outside the immediate family defined above. A teacher may request via the Superintendent one day of leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system.
5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
6. Other leaves of absence with pay may be granted by the Board for good reason on a case by case basis at the Board's discretion.
7. With two days notice to the Superintendent (unless an emergency exists), up to three (3) days per year for official representatives of the Association to attend conferences, workshops, or conventions provided the Association pay the Board the salaries of substitutes needed to cover absence of said representatives. Permission shall be granted to no more than two representatives at any one time and no more than a total of 18 "man" days shall be permitted during the course of each school year.
8. Time necessary for a teacher to participate in "Middle States Evaluation."

B. Teachers shall be entitled to the following temporary accumulative leaves of absence with full pay each school year.

1. Any unused personal days will be credited to accumulated sick leave for future use or reimbursement upon retirement or death.

ARTICLE 19

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to one year shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. Any regular employee, who is conscripted into the armed forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary policy, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.
- C. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay, however, during the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability terminated. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits.
1. The Board retains the right to place a teacher on medical disability leave for any one of the following reasons:
 - (a) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.
 - (b) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
 - (1) The teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
 - (2) The Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or
 - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent within thirty days from the time the teacher knew of the necessity of taking the medical disability leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the teacher upon termination of the medical disability leave is to their returning to work, resigning, retiring, or applying for another type of leave.
 3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.

4. No tenured or non-tenured teacher 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. Nothing contained in this paragraph shall be construed to preclude The Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph C-1-(b) - (3) of this Article.
 5. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher 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 teacher who would not have been offered such a contract in the absence of this provision.
- D. A teacher may make application to the Board for a 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 time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the teacher with the necessary information in order that the teacher can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.
1. Child-rearing leave without pay shall be granted to a requesting teacher with a child less than six months of age and shall be from the end of the disability period to the end of that school year or to the end of the following school year if the birth occurs between May 1 and September 1. The teacher shall make a written request at least sixty days prior to the commencement of said leave.
- E. A leave of absence of up to one (1) year without pay shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board on a case by case basis.
1. Of the leaves outlined in paragraphs D, D-1, and E of this Article, of the one (1) contracted school year, 12 weeks shall be subject to the provisions of the Family Leave Act (N.J.S.A. 34:11B-1) or the Federal Family Leave Act.
- F. The board shall grant a leave of absence without pay to a teacher to campaign for or serve in public office.
- G. Other leaves of absence without pay may be granted by the Board for good reason on a case by case basis.
- H. Upon return from leave granted according to Section A, B, and C above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward the fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted under sections D, E, F, and G above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leaves granted under C, above, shall count toward increment credit provided the teacher taught at least 91 school and/or working days, including orientation, professional and N.J.E.A. Convention days during that school year. Any request for an extension of an existing leave shall be made at least thirty (30) days prior to the termination date of the initial leave. The Board, at its sole option, may grant such extensions.
- I. **JOB SHARING:**
 Upon the recommendations of the Superintendent, and when the request is made for medical, family or other unusual reasons, the board of Education at its discretion may grant permission to teachers to share a position under the conditions and upon the terms hereinafter set forth.

1. Definition.
Job-sharing shall be defined as two (2) or more tenured teachers sharing one full-time teaching assignment for a period of not less than one (1) school year.
2. Procedure for seeking Approval.
Two teachers shall submit their request to share a full-time teaching assignment to their Building Principal, Superintendent, and the Board of Education by March 1 of the school year preceding the year in which job-sharing is to commence. The application must outline in detail the two teachers' plan for conducting that full-day teaching assignment and the reason why the sharing of that position will have no negative educational impact. The application must also clearly reflect any special arrangements between the two individual teachers making that application. The application shall be acted upon by the Board by June 1st of the year in which the application is made.
3. Conditions for Approval.
 - (a). There must be no negative impact upon the educational program of the district, upon the specific program involved, or upon any of the students who will be effected by the job-sharing arrangement. Job sharing must be arranged so that no student will have both teachers who are sharing that position, except where the teachers are specifically assigned to teach different and distinct subject matters to those children, such as might occur in a Learning Resource Center.
 - (b). Only teachers who have been granted tenure as a teacher by this district shall be permitted to engage in job-sharing.
 - (c). Only one (1) full-time teaching position may be shared during any one school year at any one school building, those buildings being the Primary School which serves Grades K through 3, the Intermediate School which serves Grades 4 through 8 and High School which serves Grades 9 through 12. No more than six (6) teachers shall be permitted to participate in job-sharing during any one school year.
 - (d). Teachers may be granted no more than two (2) consecutive one-year leaves of absence from their full-time positions in order to take part in a job-sharing position. However, if no one else in their building applies in a given year, a teacher may be granted an additional year of job sharing upon application.
4. Conditions if the Number of Applications Exceed the Number of Positions Available.
If the number of teachers who apply for permission to share a teaching assignment exceeds the number permitted, the Board of Education shall consider the following factors in making a determination as to who is to be granted permission to share a position pursuant to this Article of the contract.
 - (a). The educational impact of the plan proposed by the teacher.
 - (b). Seniority of the teacher who has made application to share a job.
 - (c). The teachers' prior involvement in a job-sharing position.
 - (d). The personal reasons advanced by the teachers for requesting approval of job-sharing.
 - (e). The Board shall consider any recommendation which may be made by the Association, but the Board's decision pursuant to this paragraph of this Article shall be final and shall not be the subject of a grievance.

5. Salary and Fringe Benefits.
 - (a). Teachers engaged in job-sharing shall be paid one-half (1/2) of the salary that they would have received in accordance with the salary guide if working full time.
 - (b). Each teacher employed in a job-sharing assignment shall be given credit for one (1) full year on the salary guide.
 - (c). The Board of Education shall not provide health care insurance protection and, in addition, shall not be required to create the “fringe medical account” as set forth in Paragraph B of Article 25 of the Agreement for teachers while engaged in job sharing.
 - (d). Teachers engaged in job-sharing shall be entitled to one-half (1/2) of the sick leave days provided for in Article 17 of the Agreement
 - (e). Teachers engaged in job-sharing shall be granted one-half (1/2) year’s credit toward seniority for each year worked.
 - (f). Teachers engaged in job-sharing shall be entitled to one-half (1/2) of the temporary leave of absence provided for in Article 18 of the Agreement.
 - (g). Teachers engaged in job-sharing shall be entitled to make application for and may be granted extended leaves of absence pursuant to Paragraphs B and C of Article 19 of the Agreement.
 - (h). Teachers engaged in job-sharing shall be granted one-half (1/2) years credit toward increase pay for extra meritorious service provided for in Article 10K of the Agreement.
6. Reduction in Force.

If there is elimination of a position which results in a layoff of any member of the Association holding the same certificate as a teacher engaged in job-sharing, the reduction in force will be made as if none of the teachers were involved in job-sharing and, if necessary, in order to provide proper credit for seniority, the job-sharing position will be eliminated.
7. Limitations of Agreement

Nothing contained herein shall in any way be construed as pertaining to or impacting upon any position within the district other than job- sharing positions to be created pursuant to this Article.
8. Nothing herein shall prohibit the Board in its sole discretion from granting permission to a member of the Association to work less than a full day where for medical, family or other unusual and exceptional reasons that action is, in the Board’s opinion, justified. In addition, under similar circumstances, nothing herein shall prohibit the board from utilizing a substitute in conjunction with a regular member of the Association to provide a full-day of teaching when necessary and for short periods of time. The Board’s decision to grant or deny such permission shall not be considered a past practice and shall not be the subject of grievance

ARTICLE 20

SABBATICAL LEAVES

- A. Upon the recommendation of the Superintendent, the Board of Education at its discretion, may grant sabbatical leaves to qualified personnel for the purpose of study, travel or other purposes as may be approved by the Board of Education.
- B. The employee shall apply for such leave in writing to his Principal no later than December 1 and shall be notified of the Board's action on the application on or before April 1 of the school year proceeding the school year for which the sabbatical leave is requested. In order to apply, a teacher must have been employed by the Ocean City Board of Education at least seven consecutive years, and who has not had a sabbatical leave during the seven years immediately preceding. The leave shall be granted for no more than two semesters.
- C. An employee on sabbatical leave shall receive as compensation during the period of the leave one-half of his regularly scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment. The employee on such leave shall determine with the Board Secretary in advance of beginning the leave the necessary deductions from his salary so as not to jeopardize pension, insurance and other benefits.
- D. The number of persons receiving sabbatical leaves in any year shall not exceed three teachers. The number of leaves granted shall be distributed according to requests throughout the system. If the number of applications for such leaves exceed the number available, the selection shall be based upon:
 - 1. The estimated value of the plan to the individual and to the school system.
 - 2. The amount of seniority.
 - 3. The length of time since the last sabbatical leave.
- E. An employee on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of living adjustment for Foreign Service, research or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of the salary he would have received if on active duty provided compensation teacher received resulted from said leave.
- F. An employee who received a sabbatical leave shall agree to return to service with the Ocean City School District for a period of two years. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.
- G. Upon return from a sabbatical the employee shall be restored to a position commensurate with his/her tenure status and scope of certification. He shall make such reports of his activities as may be required by the Superintendent.

ARTICLE 21
SUBSTITUTES

- A. Reasonable effort shall be made to employ substitutes to fill positions which are vacant because teachers are temporarily absent or on leave.
- B. Teachers who will be absent from school will be asked to call a telephone number which will be given to them at the beginning of each school year. If the possibility should exist that no one answers this phone within a reasonable time, we ask that each teacher then call their, respective building Principal to notify them of their impending absence from school.
- C. Any substitute, who assumes the position of a teacher for a period of ninety (90) consecutive regular teaching days, shall be paid no less than Step 1 of Salary Schedule A and shall be entitled to all benefits accorded teachers. However, if said teacher is rehired for the following school year, he/she shall be placed on the appropriate step of Schedule A according to this Agreement

ARTICLE 22

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. 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 performances and attitudes. The Association recognizes that the individual teacher must pursue a program of continued study and improvement in his field of interest and in the methods of dealing with instruction in his field. It is further recognized that the pattern of improvement may well vary from teacher to teacher in similar fashion to the progress of the students whom we teach. It shall therefore be the responsibility of each teacher, with the encouragement of his supervisors, the administration and the Board to seek continued academic or inter-disciplinary improvement.
- B. To establish a recruitment committee to study and improve teacher recruitment. This committee shall develop ways to recruit teachers. The Superintendent and the President of the Association shall each appoint by October 1 two (2) members of this committee and they shall choose a chairman from among themselves. The first meeting shall be called not later than October 15.
- C. 1. In order to encourage staff members to pursue academic improvement the Board agrees to provide reimbursement of tuition for such teacher. The maximum reimbursement for courses completed between July 1 and June 30 of the following years shall be as follows:
- 2008-2011 - \$850.00
2. This shall be paid to the staff member following the completion of the courses, providing such courses carry graduate credits in the academic or interdisciplinary field in which the teacher is currently working or are accepted towards a graduate degree in said academic field. Prior to the commencement of said course(s), teachers must notify the Superintendent if they anticipate reimbursement.
3. Professional improvement courses outside a member's academic or interdisciplinary curriculum shall be approved for reimbursement by the Superintendent if such courses meet the district goals.
4. In no event, however, will there be any reimbursement for a course in which a grade lower than a "B" has been obtained. The employee shall apply in writing for reimbursement on a form provided by the Superintendent's office, and shall support such application by suitable evidence of successful completion of the courses and of the amount of tuition paid. Reimbursement under this provision shall be without regard to other sources of support that the employee may have.

ARTICLE 23

PROTECTION OF TEACHERS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. When any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey, which may affect his employment or salary status, the Board of Education shall reimburse him in a reasonable amount under the circumstances, for the cost of his defense if the action is dismissed or results in a final decision which completely exonerates the teacher.
- C. If proceedings for alleged criminal or civil offenses are brought against a teacher in connection with his/her employment, such teacher shall request the Board to furnish legal counsel to defend him/her in such proceedings. Such request shall be made in writing on forms prescribed by the Board. Upon receipt of the written request, the Board shall, within three business days, notify the employee of the appointment of legal counsel as requested by the employee.

As to criminal or quasi-criminal cases only, in the event of an emergency when the Board or their agents can not be contacted, the teacher may secure his/her own attorney for the instant matter. Thereafter, the Board may retain the said attorney or replace him/her with one of their own choice.

If the Board does not provide counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her own defense.

Nothing in this provision shall limit any employee's statutory or regulatory rights.
- D. Adequate first aid and health services shall be provided for teachers in each school building for the entire school day.
- E. The reporting and filing of an act of violence shall be in accordance with the law.

ARTICLE 24

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, a Counselor, Psychologist, Physician or other specialist, he shall so inform his Principal or immediate superior. The Principal 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.
- C. When, in the judgment of a teacher, a student is, by his behavior, disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the Principal. A teacher-principal conference shall result in serious cases the Principal shall arrange as soon as possible and, under normal circumstances not later than the conclusion of the following school day, a conference among himself, the parent or guardian and possibly an appropriate specialist to discuss the problem and to decide upon the appropriate steps for its resolution. The teacher shall be informed of such steps to be taken.

ARTICLE 25

INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection equal to, or better than, the level of benefits in the NJ School Employees State Health Benefits Plan.
- B. The Board shall provide dental care insurance protection. Coverage shall be DELTA II-B or equivalent as agreed to.
- C. The Board shall pay full premium including any excesses hereafter set by the carrier for each employee, husband/wife, parent/child or full family plan insurance coverage where appropriate. This payment for full health insurance protection shall continue as such for teachers currently employed for as long as they remain in the Ocean City School District

If the marital or family status of said employee changes, the Board shall pay the full premium of the new category.

It is agreed that in the case of new employees, such insurance protection shall be provided as soon as possible consistent with the insurance carrier's procedures.

- D. Staff members on sabbatical leave shall continue to be covered by their present existing insurance protection.
- E. Where an employee can show that the employee has health insurance through a spouse or partner, the employee may waive their Ocean City School District health insurance, and will be compensated as follows:

Single coverage \$1,500 per year

Parent/child coverage \$2,000 per year

Employee/spouse coverage \$2,500 per year

Family coverage \$3,000 per year

Payments shall be made on or about February 1 and June 30 in two equal installments. If an employee has a life-changing event so that s/he loses insurance coverage through their spouse or partner, the employee will be permitted re-entry into the plan as soon as possible under the rules of the plan, and the waiver payments will be pro-rated accordingly.

ARTICLE 26

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.
- B. 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 any 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. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Ocean City School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree to the Principles and Policies for the Teaching of Controversial Issues, as adopted by the State Department of Education on December 2, 1949.

ARTICLE 27

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Insufficient or inadequate textbooks, supplies, or materials shall not be a reason for a negative rating in any area of the evaluative process affected by this deficiency.
- B. A petty cash fund shall be established in each school building for use in purchasing incidental supplies for classroom instructional use. With the approval of his immediate supervisor, a teacher may make expenditures from this fund. The teacher shall be reimbursed upon presentation of a paid receipt for such expenditures to the Principal.
- C.
 - 1. Textbooks and instructional materials will be reviewed, evaluated, and recommended as per Board Policy and Administrative Regulation.
 - a. A separate committee shall be established as needed to make recommendations for each subject matter area.
 - b. School-based teachers shall be a majority of each such committee.
 - c. A supervisor shall not be able to prevent the recommendation of such committee.
 - d. The distinction between books adopted for system-wide use and those which there is freedom for individual school choice shall be clearly defined.
 - e. Supervisors may initiate such committees.
 - 2. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected in accordance with affirmative action rules and regulations.

ARTICLE 28

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Ocean City Educational Association, the Cape May County Education Association, or any one or any combination of such associations, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 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 of the Ocean City Education Association monthly. The Association Treasurer shall disburse such monies to the appropriate associations.
- B. 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, 30 days, prior to the effective date to such change.
- C. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.

ARTICLE 29

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be adopted as Board policy and constitutes the total understanding between the Board and the Association and both parties shall give it full force and effect.
- B. If any provision of the 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 teacher, 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 during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teacher or the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- E. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation imposed by the language of this Agreement unless otherwise exempt as per Section B, of this Article, 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 for just cause, to suspend, to 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 the 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 and (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- F. Copies of this Agreement shall be duplicated using school facilities, within thirty (30) days after the Agreement is signed, and shall be presented to all teachers now employed, or hereafter employed.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to be sent to the following addresses:
 - 1. If by the Association, to: Board of Education
(Board Address)
Ocean City, NJ 08226
 - 2. If by the Board, to: Ocean City Education Association
c/o (President)
(School Address)
Ocean City, NJ 08226

ARTICLE 30

K – 12 (Curriculum-Discipline) Task Force

- A. A K- 12 (Curriculum-Discipline) Task Force shall be established to conduct a curriculum review process in order to strengthen and improve it based on student needs, researched best practices and recommendations.
- B. The K – 12 (Curriculum-Discipline) Task Force may consist of volunteer representatives from each of the school levels, subject to the approval by the Association and Superintendent.
- C. The Board and the Association will give consideration and study to all written recommendations submitted by the K-12 (Curriculum-Discipline) Task Force.

ARTICLE 31

REIMBURSEMENT FOR UNUSED SICK LEAVE

Upon retirement or death, teachers in the Ocean City School District shall be compensated for any unused sick leave days in accordance with the following formula:

1. Initial employment prior to June 30, 1995

Each individual teacher employed by the Ocean City Board prior to June 30, 1995 shall have memorialized by a written document the total number of accumulated unused sick days as of June 30, 1995. A copy of this document shall be placed in the teacher's personnel file.

Compensation for said days is arrived at by taking the teacher's present salary at retirement or death and dividing it by 200, thus finding the per diem rate. Said payment shall be thirty (30%) percent of the per diem rate times the total number of bonded accumulated sick leave days.

2. Continued or initial employment after June 30, 1995

All teachers accumulating sick days after June 30, 1995, other than the number of bonded sick days in paragraph one (1), shall be compensated by taking that teacher's present salary at retirement or death and dividing it by 200, thus finding the per diem rate. Said payment shall be thirty (30%) percent of the per diem rate times the total number of days up to the maximum payment of \$7,500.

(a). Any remaining number of days accumulated over the number compensated in paragraph two (2) shall be compensated at the then per diem substitute rate of pay.

3. Any teacher who utilizes any of their bonded days in paragraph one (1) shall be allowed to replenish those days up to their maximum accumulated as of June 30, 1995.

4. Retiree may opt to receive said payment either thirty (30) days after his/her retirement date or in January of the following year of retirement. Employees must provide letters of retirement prior to December 1 immediately preceding the July of their retirement in order to be eligible for payment as described in the previous sentence. Employees who provide letters of retirement on or after that December 1 date will be paid in the second July following the date of their retirement. An employee who retires effective December 1, and who gives notice of that retirement by the preceding July 1, may receive their payment by the first February 1 following their retirement. In the event that the retired employee dies before receiving the payment, the payment shall be made to the deceased's estate. The teacher must give the Board advance retirement notice in accordance with the Teachers' Pension and Annuity Fund rules.

5. In the event a qualified employee dies before reaching retirement, said payment is arrived at by taking the teacher's present salary at death and dividing it by 200, (240 for a 12 month employee) thus finding the per diem rate. Said payment shall be thirty percent(30%) of the per diem rate times the total number of accumulated sick leave days and payable to the employee's estate.

6. If the retiree desires not to receive his/her unused sick leave compensation as a lump sum, he/she may choose instead to receive payment in equal annual installments spread over two (2) or three (3) consecutive calendar years. It is understood that once the retiree requests a certain method of payment, he/she may not change that request after any money has been paid. It is also understood that the retiree will not be entitled to any interest on this money at any time.

In the event the retiree dies before all the money has been paid, the balance owed will be paid in a lump sum to the retiree's estate.

ARTICLE 32

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

- A. Activity sponsors and coaches shall be placed on Schedule B or C in accordance with the agreed to schedule which shall remain on record in the Superintendent's office. This placement shall pertain to the 1997-98 school year; thereafter, all sponsors and coaches shall advance one step each year or be initially placed in accordance with the provisions of this Article.
- B. When a promotion occurs within an activity or sport, the individuals promoted shall be given one year credit for every two years of service in a subordinate position. If the adjustment results in a decrease in remuneration, the involved teacher will be placed on the Schedule B/C guide at a level equal to current remuneration, or, if such a level is not listed, at the next highest level.
 - 1. When a teacher with prior experience reenters a position on a Schedule B/C guide and the level results in a decrease in remuneration relative to the last working year in said position, the involved teacher will be placed on the Schedule B/C guide at a level equal to the previous remuneration, or if such level is not on the guide on the next highest level.
- C.
 - 1. All coaches shall receive a written evaluation from the Athletic Director not later than two weeks after the conclusion of their season, except in cases of spring sports when such evaluations shall be submitted not later than May 15.
 - 2. Activities sponsors shall be evaluated as in C.1., by the appropriate administrator, and such evaluation not later than May 1.
- D. All coaches and sponsors shall be notified in writing of their assignments and salary status no later than June 1.
- E. Class sponsors shall be appointed with the 9th Grade and shall progress with the class. Sponsors shall be compensated for their years of experience.
- F. The Board reserves sole jurisdiction as to the filling of the positions listed on the schedules. The listing of any club or activity is not a mandate upon the Board to fill the position.
- G. Any staff member assigned by the Superintendent to provide assistance or supervision for a community activity shall be fully covered by the Board as if he were performing normal duties and shall be compensated at \$30.00 per hour for said duty assignment. A staff member may participate in a community activity only with the advance permission of the Superintendent who will also authorize the number of hours for which the staff member will be compensated.

It is understood that said compensation is not in lieu of Schedule B/C, nor is it applicable to normal extra curricular activities included in Schedule B/C.

- H. Coaches (Schedule "B"):
Head coaches top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract. All head coaches will be on same level.

The Trainer top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract. The Athletic Director may assign the Trainer or Assistant Trainer to attend extracurricular / athletic events. The number of events and the number of hours assigned shall be approved by the Board. Compensation for said assignment shall be that specified in Article 32-G.

Compensation for the Trainer/Assistant Trainer will be based on the following:

- Attendance at Varsity football - 2.5 hours
- Attendance at other Varsity events - 2.0 hours
- Attendance at Varsity doubleheaders - 3.0 hours
- Attendance at Junior & Freshmen games -1.5 hours

The Athletic Director top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract.

I. ACTIVITY (Schedule "C"):

An activity shall be defined as that which contains an unrestricted number of meetings, which culminates in a performance, competition or public obligation. The head advisor's stipend shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "C" contract. If the Board intends to add any Activity, the stipend shall be negotiated with the OCEA prior to the establishment of such new Activity.

J. CLUB:

A club shall be defined as that which does not require a specific number of meetings to reach the club's goals or objectives. Those goals and objectives will not have to culminate in performance, interscholastic competition or public obligation. The advisor's stipend shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule for clubs. If the Board intends to add any Club, the stipend shall be negotiated with the OCEA prior to the establishment of such new Club.

K. Additional assignment of duties including but not limited to areas such as:

- Driver Education after school
- Homebound instruction
- After School Detention
- Credit Completion
- Summer School
- After School Sports

shall be compensated at a rate specified in Article 32-G.

Article 32 (Schedule 32-1)
2008-2011 Schedules, Activities, Clubs, Sports

ACTIVITY	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Academic Team	1291	1486	1683	1321	1520	1722	1354	1558	1766
Band Front	1291	1486	1683	1321	1520	1722	1354	1558	1766
Billows	3539	3935	4328	3621	4026	4428	3713	4128	4540
Cheerleading Fall, #1 Head	3059	3456	3847	3130	3536	3936	3209	3625	4036
Cheerleading Fall, #2 Asst.	2355	2661	2962	2410	2723	3031	2471	2791	3108
Cheerleading Winter, #1 Head	3059	3456	3847	3130	3536	3936	3209	3625	4036
Cheerleading Winter, #2 Asst.	2355	2661	2962	2410	2723	3031	2471	2791	3108
Cheerleading I/S Year, #3	2355	2661	2962	2410	2723	3031	2471	2791	3108
Choir H/S	2580	2976	3374	2640	3045	3452	2707	3122	3539
Choir I/S	1291	1486	1683	1321	1520	1722	1354	1558	1766
Drama Advisor #1 Head	3539	3935	4328	3621	4026	4428	3713	4128	4540
Drama Advisor #2 Asst.	2725	3030	3333	2788	3100	3410	2859	3179	3496
Drama Advisor #3 I/S	2548	2833	3116	2607	2899	3188	2673	2972	3269
Marching Band/ Jazz Ensemble	4023	4417	4810	4116	4519	4921	4220	4633	5045

Article 32 (Schedule 32-1)
2008-2011 Schedules, Activities, Clubs, Sports

ACTIVITY	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Mock Trial	1291	1486	1683	1321	1520	1722	1354	1558	1766
School Band I/S	1291	1486	1683	1321	1520	1722	1354	1558	1766
School Newspaper I/S	1291	1486	1683	1321	1520	1722	1354	1558	1766
Student Council H/S	2580	2979	3374	2640	3045	3452	2707	3122	3539
Student Council I/S	2548	2833	3116	2607	2899	3188	2673	2972	3269
Yearbook Advisor #1 Head	3539	3935	4328	3621	4026	4428	3713	4128	4540
Yearbook Advisor #2 Asst.	2725	3030	3333	2788	3100	3410	2859	3179	3496
Yearbook Advisor #3 7th & 8th Grade	2548	2833	3116	2607	2899	3188	2673	2972	3269
Surf Team	2355	2661	2962	2410	2723	3031	2471	2791	3108
Drill Team	1291	1486	1683	1321	1520	1722	1354	1558	1766
Volleyball 7/8	1962	1962	1962	2007	2007	2007	2058	2058	2058
Intramurals H/S 11/12	1291	1486	1683	1321	1520	1722	1354	1558	1766
Intramurals H/S 9/10	1291	1486	1683	1321	1520	1722	1354	1558	1766
Class Advisor (Sr.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Sr.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Jr.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Jr.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Soph.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Soph.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Frosh.)	2003	2028	2056	2049	2075	2104	2101	2127	2157
Class Advisor (Frosh.)	2003	2028	2056	2049	2075	2104	2101	2127	2157

Article 32 (Schedule 32-1)
2008-2011 Schedules, Activities, Clubs, Sports

CLUBS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Art	1665	1665	1665	1703	1703	1703	1746	1746	1746
Bridge	1665	1665	1665	1703	1703	1703	1746	1746	1746
Computer	1665	1665	1665	1703	1703	1703	1746	1746	1746
Chess Club H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Chess Club I/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Cinema Production	1665	1665	1665	1703	1703	1703	1746	1746	1746
Family Literature Club (Primary School)	1665	1665	1665	1703	1703	1703	1746	1746	1746
Fishing	1665	1665	1665	1703	1703	1703	1746	1746	1746
French H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Freshman Mentoring	1665	1665	1665	1703	1703	1703	1746	1746	1746
Graphic & Photography	1665	1665	1665	1703	1703	1703	1746	1746	1746
Ham Radio / Communications	1665	1665	1665	1703	1703	1703	1746	1746	1746
History H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Honor Society H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Honor Society, Jr. I/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Interact	1665	1665	1665	1703	1703	1703	1746	1746	1746
Junior States of America	1665	1665	1665	1703	1703	1703	1746	1746	1746
Key Club	1665	1665	1665	1703	1703	1703	1746	1746	1746

Article 32 (Schedule 32-1)
 2008-2011 Schedules, Activities, Clubs, Sports

CLUBS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Latin	1665	1665	1665	1703	1703	1703	1746	1746	1746
Leadership	1665	1665	1665	1703	1703	1703	1746	1746	1746
Literary Magazine	1665	1665	1665	1703	1703	1703	1746	1746	1746
Math	1665	1665	1665	1703	1703	1703	1746	1746	1746
Peanut Butter & Jelly	1665	1665	1665	1703	1703	1703	1746	1746	1746
Peer Mediation H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Psychology	1665	1665	1665	1703	1703	1703	1746	1746	1746
REBEL 2 I/S	\$1250 Stipend Grant Funded								
REBEL H/S	\$1500 Stipend Grant Funded								
Robotics / Technology	1665	1665	1665	1703	1703	1703	1746	1746	1746
SADD	1665	1665	1665	1703	1703	1703	1746	1746	1746
SCAT	1665	1665	1665	1703	1703	1703	1746	1746	1746
Science H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
SEA	1665	1665	1665	1703	1703	1703	1746	1746	1746
Sign Language	1665	1665	1665	1703	1703	1703	1746	1746	1746
Spanish H/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Stage Crew (Fall)	1291	1486	1683	1321	1520	1722	1354	1558	1766
Stage Crew (Spring)	1291	1486	1683	1321	1520	1722	1354	1558	1766
Stop Club	1665	1665	1665	1703	1703	1703	1746	1746	1746
Surf Club I/S	1665	1665	1665	1703	1703	1703	1746	1746	1746
Technical Advisor	1291	1486	1683	1321	1520	1722	1354	1558	1766
Weight Room Training (Fall)	1665	1665	1665	1703	1703	1703	1746	1746	1746
Weight Room Training (Winter)	1665	1665	1665	1703	1703	1703	1746	1746	1746
Weight Room Training (Spring)	1665	1665	1665	1703	1703	1703	1746	1746	1746

Article 32 (Schedule 32-1)
 2008-2011 Schedules, Activities, Clubs, Sports

SPORTS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Athletic Trainer	12237	13107	13983	12519	13410	14307	12834	13749	14670
Asst Athletic Trainer	6119	6554	6992	6260	6705	7154	6417	6875	7335
Baseball #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Baseball #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Baseball #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Baseball #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Basketball Boy's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Basketball Boy's #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Basketball Boy's #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Basketball Boy's #3 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Basketball Girl's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Basketball Girl's #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Basketball Girl's #3 Asst.(s) Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Basketball Girl's #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572

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2008-2011 Schedules, Activities, Clubs, Sports

SPORTS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Crew Boy's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Crew Boy's #2 Asst. JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Crew Boy's #3 Asst. Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Crew Girl's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Crew Girl's #2 Asst. JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Crew Girl's #3 Asst. Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Cross Country Boy's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Cross Country Boy's #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Cross Country Girl's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Cross Country Asst. 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Field Hockey #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Field Hockey #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Field Hockey #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Field Hockey Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Football #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Football #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Football #3 Asst.(s) Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Golf	5297	5674	6053	5419	5805	6193	5556	5952	6350

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2008-2011 Schedules, Activities, Clubs, Sports

SPORTS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Lacrosse #1 Boys Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Lacrosse #1 Girls Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Lacrosse #2 Boys Asst. JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Lacrosse #2 Girls Asst. JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Lacrosse #3 Asst. (s) Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Soccer #1 Boys Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Soccer #2 Boys Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Soccer #3 Boys Asst.(s) Fr	3814	4085	4358	3902	4180	4459	4000	4285	4572
Soccer #3 Boys Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Soccer #1 Girls Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Soccer #2 Girls Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Soccer #3 Girls Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572

Article 32 (Schedule 32-1)
2008-2011 Schedules, Activities, Clubs, Sports

SPORTS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Softball #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Softball #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Softball #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Softball #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Swimming #1 Boys Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Swimming #1 Girls Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Swimming #2 Boys Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Swimming #2 Girls Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Tennis Boys' #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Tennis Boys' #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Tennis Girls' #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Tennis Girls' #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890

Article 32 (Schedule 32-1)
2008-2011 Schedules, Activities, Clubs, Sports

SPORTS	2008-2009			2009-2010			2010-2011		
	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Track & Field Boy's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Track & Field Boy's #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Track & Field Boy's #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Track & Field Boy's #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Track & Field Girl's #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Track & Field Girl's #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Track & Field Girl's #3 Asst.(s) Fr.	3814	4085	4358	3902	4180	4459	4000	4285	4572
Track & Field Girl's #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572
Winter Track Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Winter Track Asst.	4079	4369	4661	4173	4470	4769	4278	4583	4890
Wrestling #1 Head	5297	5674	6053	5419	5805	6193	5556	5952	6350
Wrestling #2 Asst.(s) JV	4079	4369	4661	4173	4470	4769	4278	4583	4890
Wrestling #3 Asst.(s) 7/8	3814	4085	4358	3902	4180	4459	4000	4285	4572

ARTICLE 33

EVALUATION OF STUDENTS

- A. The Board and the Association recognize the right of the teacher in the first instance to affix a grade. No grade or evaluation shall be changed without giving written notification to the involved teacher.

ARTICLE 34

TWELVE MONTH PAY PLAN - INTEREST BEARING ACCOUNT

- A. Those employees employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay.
1. Moneys deducted shall be deposited automatically each pay day to an interest bearing account for each participant in accordance with "Summer Reserve Payment Plan".
 - (a) "Summer Reserve Payment Plan" shall be free of any bank charges to the Board of Education for operation of the plan.
 - (b) It is agreed between the Board and the Association that if the Board of Education deposited its funds with a different institution, the Association would assume the responsibility of working out a "Summer Reserve Payment Plan" with the new institution. It is further understood between the parties that the internal operation of the "Summer Reserve Payment Plan" is not a part of this Agreement, and is a matter between the bank and the Association.
 - (c) A copy of the "Summer Reserve Payment Plan" shall be kept on file in the Superintendent's office. The Association shall assume responsibility for distributing copies of said plan to its members.
 2. Any teacher who desires to enroll in this plan must do so prior to August 15 of each school year. Any teacher who desires to withdraw from the plan must do so after June 30 and prior to August 15 of each school year.

ARTICLE 35

TWELVE MONTH EMPLOYEES

- A. Salaries of professional staff members on a twelve month basis shall be computed by the following formula:
- Position on salary guide x 1.16
- B. Three weeks vacation time shall be granted to twelve month employees. This vacation time shall be scheduled in a fair and equitable fashion.
1. Employees shall submit their request for vacation to their supervisor no later than April 1. The supervisor will respond by April 15.
 2. Vacation time may be scheduled from one week after the close of school to one week prior to the opening of school.
- C. Any changes from a twelve (12) month status to a ten (10) month status must be given on or before February 1 of the fiscal year so affected.
1. The above statement does not constitute a waiver of either party's rights in this regard.
- D. EMPLOYMENT BEYOND THE NORMAL SCHOOL CALENDAR YEAR
1. In the event any member of the bargaining unit's service be requested beyond the teaching calendar year, such member shall be compensated at a per diem rate equaling the individual's total ten (10) month teaching salary for the upcoming year divided by 200.

ARTICLE 36

PART TIME EMPLOYEES LANGUAGE

- A. Part time teachers will be required to work 3 1/2 consecutive hours per day. A concerted effort will be made to schedule this as beginning at the teacher's reporting time or ending at the teacher's departure time in accordance with Article 6. Any consecutive 3 1/2 hour schedule, however, shall not be subject to the grievance procedure.
- B. Part time teachers will teach a maximum of three periods, or teach two periods and be assigned a duty period. In those areas that are not taught by periods, they shall be entitled to 1/2 the normal preparation time.
- C. Part time teachers will not be required to return to school for staff meetings and/or conferences if their departure time is prior to the end of the school day. They will be required to attend Back-to-School Night.
- D. Salary shall be 1/2 of the guide step they would be placed on if they were full time teachers.
- E. For each full year of part time work, they will be given credit for a full year on the salary guide and a full year toward longevity.
- F. If a part time employee reaches longevity, he/she will receive 1/2 the longevity payment amount for the corresponding year.
- G. Part time teachers will receive 10 sick days, 4 personal days, and full benefits of all other leave days outlined in Article 18.
- H. Part time teachers shall be entitled to 1/2 the fringe medical account as stated in Article 25. Additionally, they shall be entitled to 1/2 the amount listed for course reimbursement in Article 22.
- I. Part time teachers shall be entitled to full Dental coverage under the same plan as full time employees.
- J. The Board agrees not to employ two part time teachers in any area/Department in lieu of having a full time employee in that area/Department, unless certification and program needs necessitate different positions.
- K. Nothing in any language concerning part time employees shall be confused with the separate language for job sharing.
- L. Part time teachers will be given all due consideration for any subsequent full time vacancies in their areas of certification.
- M. All other contract language, except that pertaining to NJ School Employees State Health Benefits Plan, shall pertain to part time employees as if they were full time.

ARTICLE 37

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011, or until a successor Agreement is negotiated and signed. In the event of such extensions, all provisions of this Agreement will continue in effect and all benefits agreed to in the successor Agreement will be retroactive to July 1, 2008.
- B. In witness whereof the parties, hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and first year written above.

Ocean City
Education Association

Ocean City
Board of Education

By: _____

By: _____

President

President

By: _____

By: _____

Secretary

School Business Administrator

