

**ARTICLE 1**

**RECOGNITION**

- A. The Ocean City Board of Education, hereinafter called the Board, hereby recognizes the Ocean City School Administrators' Association, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all its members, including, but not limited to:

High School Principal  
Intermediate School Principal  
Primary School Principal  
Assistant High School Principal  
Assistant Intermediate School Principal  
Director of Curriculum and Technology  
Director of Special Services  
Director of Guidance

- B. Unless otherwise indicated, the term "members", when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and all references to males shall include females.
- C. The Board recognizes the members of the Association as an integral part of a Management Team composed of the Superintendent, the Board and the individual Association members.

**ARTICLE 2**

**NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 202, Public Laws of 1968, as amended by Chapter 123, Public laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Such negotiations shall begin no later than the date fixed by PERC for the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and be ratified by the Association.
  
- B. During negotiations, the Board and the Association shall present relevant public 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 public records, public data and public 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 that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make counter-proposals and reach tentative agreement in the course of negotiations. However, the full Board and the total Association membership reserve the right to final ratification, or rejection, of any tentative agreement.
  
- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement, as established by the rules and 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 member benefit existing prior to its effective date.

- 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. 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.
- H. The parties agree to follow the procedure outlined in Section A of this Article, and to use no other channels to resolve any question or proposal.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. Definitions

1. A "Grievance" is a claim by a member, group of members or the Association upon an event or condition which affects the welfare and/or terms and condition of a member or group of members and/or the interpretation, meaning or application of any of the provisions of this Agreement. Matters which are not covered in the Agreement and matters for which a statutory remedy is provide, including the Board's failure to retain a non-tenure member, shall not be a grievance as that term is used in this Agreement.

##### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of the members. 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 member 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 grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as a minimum 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 is 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 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 member with a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective or resolving the matter informally. Any member or members having a grievance, or the Association, must institute the proceedings at this level within ten (10) days after the member, members or the Association 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) days after the grievance was delivered to the Superintendent, he may within five (5) school days after the decision by the Superintendent, or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance for review by the Board of Education. The Board shall review his case and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance.

Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Superintendent and the Association.

5. Level Three

- (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, and provided the Association determines that the grievance is meritorious.
- (b) Within ten (10) school days after such submission, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission.
- (c) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision no 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 of the final statements and proofs on the issues which are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual 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 Members to Representation

1. Any aggrieved person may be represented at all stages of the grievance by himself, or at his option, by an representative selected or approved by the Association. When a member 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 or threats of any kind shall be taken by either the Board or by any member of the Association against any party in interest, any member of the Association, the Board or any member thereof, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the Association, a grievance affects a group of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such 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 Level Two 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 Association and the Superintendent. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5<sup>©</sup> of this Article.
3. All members, including a member who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the

Superintendent, regardless of the pendency of any grievances, 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 the participants.
5. Forms for filing grievances, serving notices, taking appeals and 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 not include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.



## ARTICLE 4

### ASSOCIATION AND MEMBERS' RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available public information concerning the financial resources of the district including, but not limited to: annual financial reports and audits, agendas and minutes of all Board meetings and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members, together with the information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- C. Representatives of the Association and others as deemed necessary by the 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 operation.
- D. The Association and its representatives shall have the privilege to use the school building at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operation. The Superintendent shall be notified in writing, in advance of the time and place of all such meetings.
- E. The Association shall have the privilege to use, for Association business, school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment at reasonable times, when such equipment is not otherwise in use. Costs of materials shall be paid for by the Association.
- F. The Association shall have the privilege to use, for Association business, the inter-school mail facilities and school mail boxes, as it deems necessary.

- 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 members, and to no other organizations.
- H. Any complaints regarding a member made to the Superintendent or the Board of Education by any parent, student or other person which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member. The member 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.
- I. Whenever any member 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 member in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such meeting or interview. A member may be accompanied by a representative of the Association as such meeting or interview. Any suspension of a member pending charges shall be with pay.

**ARTICLE 5**

**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 the Superintendent 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 preceding the school year for which the sabbatical leave is requested. In order to apply, an employee must have been employed by the Ocean City Board of Education at least seven consecutive years, shall have tenure as an administrator and shall not have had a sabbatical leave during the seven years immediately preceding. The leave shall be granted for not 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 deduction 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 two. 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 adjustments 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 receive 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 receive if on active duty, provided compensation employee received resulted from said leave.
  
- F. An employee who received a sabbatical leave shall agree to return to service with 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 sabbatical, the employee shall be restored to a position commensurate with his tenure status and scope of certification. He shall make such reports of his activities as may be required by the Superintendent.

**ARTICLE 6**

**SICK LEAVE**

- A. All members shall be entitle to twelve (12) sick leave days each year as of the first day of July and each year thereafter whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.
  
- B. Each member shall be notified in writing of the total amount of unused sick leave credited to him as of June 20<sup>th</sup> of each year. Such notification may be issued at any time prior to October 21<sup>st</sup> of the same year.

**ARTICLE 7**

**REIMBURSEMENT FOR UNUSED SICK LEAVE**

- A. Upon retirement from the Ocean City School District, Employees shall be compensated for any unused sick leave in accordance with the following formula:

Compensation shall be determined by taking the employee's present retirement salary and dividing it by 240, thus finding the per diem rate. Said payment shall be thirty (30) percent of the per diem rate times the total number of unused sick leave days up to a maximum payout of \$25,000.00. Any Administrator with a value for their unused sick leave under this paragraph as of June 30, 2004, that is greater than \$25,000.00 shall retain that greater amount as their personal maximum for payment for unused sick leave upon retirement.

- B. Retiree may opt to receive said payment either thirty (30) days after his retirement date, or in January of the year following retirement.
- C. If the retiree desires not to receive the unused sick leave payment as a lump sum, the employee 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, it cannot be changed after any money has been paid, and that the retiree will not be entitled to any interest on the money at any time.
- D. In the event an employee dies before reaching retirement, said payment shall be made as per the above formula in a lump sum to the employee's estate.
- E. Employee must give notification to the Board by January 1 of the year in which the employee will retire.

## ARTICLE 8

### VACATION

- A. In addition to the vacations scheduled in the school calendar issued by the Board, all members shall be entitled to fifteen (15) days vacation, per annum vacation days are earned at the rate of one and one quarter ( $1 \frac{1}{4}$ ) days per month, during the months of July and/or August, or with the consent of the Superintendent, during other months. Members may choose to bank five (5) days vacation to be used during the following school year.
- B. If vacation days are not taken, at the request of the Superintendent, then the member not taking his vacation shall be entitled to be compensated at his regular per diem rate for the period of time worked during his vacation and/or a member may bank a maximum of five (5) days to be used at a future date with the approval of the Superintendent.
- C. The number of days available in a member's vacation bank shall be limited to not more than ten (10) days in any given year and shall be used with the consent of the Superintendent. Unused vacation days held in the bank shall not be eligible for compensation upon retirement.

**ARTICLE 9**

**INSURANCE PROTECTION**

- A. The Board shall provide health care insurance protection as follows:
  - 1. State Health Benefits Plan
  - 2. Dental (coverage to be Delta 11-B or equivalent)
- B. 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.
- C. In the event the Board changes to pay only up to the cost of NJ-Plus, employees may choose NJ-Plus for free, or may choose another plan and pay any additional cost.
- D. The Board shall provide the following insurance protection:
  - 1. The entire amount of the member's contributory life insurance premium.
  - 2. UNJM Life Insurance Company of America Disability Insurance Plan (formerly know as Washington National) as per Plan 1, Class 6 of the immediate preceding Agreement or, in the event of title change, its equivalent coverage.
- E. In the case of a new employee, insurance protection shall be provided as soon as possible, in accordance with Section A thru D above, consistent with each insurance carrier's enrollment.



F. The Board shall create a fringe medical account for each employee in the amount indicated below which shall be for the purpose of reimbursing each employee for medical expenses not covered by existing insurance, including, but not limited to eyeglasses, orthopedic shoes, chiropractic visits, braces, deductible insurance amounts, and HMO premiums beyond the Board's paid level. All receipts shall be submitted to the Board Secretary between May 1 and May 15 of each contract year, with the reimbursement check to be issued on or before June 30 in any given school year. Receipts must be dated between the twelve month period of May 1 and April 30 for the current year. Amounts not spent by any employee shall not be cumulative.

2004-2005	\$350.00
2005-2006	\$350.00
2006-2007	\$350.00

**ARTICLE 10**

**TEMPORARY LEAVES OF ABSENCE**

- A. Up to three(3) non-accumulative days leave for personal leave shall be granted for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal leave 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 holiday. Unused personal leave days shall convert to sick leave each June 30<sup>th</sup>.
- B. Time necessary shall be granted for appearance in any legal proceeding connected with the administrator's employment or with the school system, or any other legal proceeding if the administrator is required by law to attend.
- C. Up to five (5) days shall be granted at any one time in the event of a death or critical illness of any administrator's spouse, child, parent, brother, sister, in-laws or a member of the administrator's immediate household.
- D. Up to two(2) days shall be granted at any one time in the event of the death of an administrator's relative outside of the immediate family defined in Section C above.
- E. A request for one(1)day leave of absence for the death of a close friend may be made via the Superintendent, but said request is subject to denial in accordance with the needs of the district.

## ARTICLE 11

### EXTENDED LEAVES OF ABSENCE

- A. Any regular employee who may enlist or be conscripted into the Armed Forces of the United States for service or training shall be granted a military leave. The Employee shall be reinstated to his position in this school system with full credit of up to four (4) years, including the annual increment(s) under 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 the military service but not later than ninety (90) days from the date of said release or discharge.
- B. Leaves of absence without pay may be granted by the Board for good reason. The Board shall be the sole determiner of "good reason" on a case by case basis, as dictated by the educational needs of the district. Said leave shall not exceed on (1) full year from date of approval, and the rules and regulations promulgated by the New Jersey State Health Benefits Plan shall prevail. This section shall not be subject to the grievance procedure.
- C. Upon return from leave granted according to Section A above, a member shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at a level of up to four (4) years 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 member shall not receive increment credit for time spent on a leave granted under Section B above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
- D. Due to a medical disability, which is substantiated by a certificate from a medical doctor, and administrator shall be granted an extended leave of absence without pay. However, during the period of the administrator's personal disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability leave has terminated. During such time of medical disability leave, said administrator shall be

covered by existing health insurance benefits consistent with the rules and regulations promulgated by the New Jersey State Health Benefits Plan.

1. When the seeking of an extended leave of absence for medical disability can be anticipated, an administrator shall file a written request for such leave with the Superintendent within thirty (30) days from the time the administrator 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 said leave is to terminate (if able to ascertain within reason.) Written request shall indicate the anticipated plans of the administrator upon termination of the medical disability leave as to his returning to work, resigning, retiring or applying for another type of leave.
  2. The Board reserves unto itself the right to have a Board-appointed physician substantiate the need for a requested medical leave. In such instance, the Board shall pay the cost of said physician, if any or all of the cost is not covered by the employee's medical insurance.
  3. In the event of a difference of medical opinion between the Board's physician and the administrator's physician, a medical society shall appoint an impartial third physician who shall examine the administrator and whose medical opinion shall be conclusive and binding. The expense of said examination shall be shared equally between the administrator and the Board.
  4. Said medical leave request shall not exceed one (1) full year. Leave taken under the state or federal "Family Leave" acts shall run concurrent with leave taken under this paragraph.
- E. All benefits to which a member was entitled at the time medical leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

F. An employee may make application and the Board may grant a child rearing leave of absence for a period of up to one (1) year. The application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. Such leave shall be without pay. Child rearing leave without pay shall be granted by the Board of Education to a requesting employee 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 employee shall make written request at least sixty (60) days prior to the commencement of the child rearing leave. The Board Secretary shall, upon request, provide the employee on child rearing leave with the necessary information in order that the employee can assume the payments of insurance premiums and notify the proper persons and agencies of said leave. Leave taken under the state and federal "Family Leave" acts shall run concurrent with leave taken under this paragraph.

## ARTICLE 12

### EVALUATION

- A. 1. All monitoring or observation of the work performance of a member shall be conducted openly and with full knowledge of the member. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
2. Members shall be given a copy of any visit or evaluation report prepared by evaluators at least one (1) day in advance, when possible, or any conference to discuss said report. No such report shall be submitted to the central office, placed in the member's file or otherwise acted upon without prior conference with the member. No members shall be required to sign a blank or incomplete evaluation form.
- B. 1. Members shall have the right, after giving reasonable notice, to review the contents of their personnel file in the presence of the Superintendent and/or designee, and to receive copies of any documents contained therein. A member shall be entitled to have a representative of the Association accompany him during such review. At least once every three(3) years, a member shall have the right to indicate those documents he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if there is agreement that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
2. No material derogatory to a member's conduct, service, character or personality shall be placed in his personnel file unless the member has had an opportunity to review the material. The member shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in so way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and his answer shall be received by the Superintendent or 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 member's inspection.

**ARTICLE 13**

**PROFESSIONAL DEVELOPMENT**

- A. The Board shall reimburse Cost and Expenses up to (\$2,500.00) per year, subsequent to the presentation of required receipts and invoices for the following:
  - 1. Conventions and meetings for professional development and improvement, with prior approval of the Superintendent.
  - 2. Dues for membership in any two professional organizations.
  
- B. In order to encourage administrators to pursue academic improvement, the Board agrees to provide reimbursement of up to six (6) graduate credits per annum. The Board agrees to compensate administrators at the rate being charged at Rutgers University. In order to receive reimbursement for a course, a grade of "B" or better must be obtained. Approval of the Superintendent of Schools must be received by the administrator prior to the course.



**ARTICLE 14**

**SALARIES**

- A. The salary ranges for all administrative positions covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof. Administrators who have not yet reached the maximum step of their designated salary range shall be placed on Schedule "A" in accordance with the following:

<u>Classification</u>	<u>Position</u>	<u>Range on Guide</u>
I	High School Principal	5 - 8
II	Intermediate School Principal Assistant H.S. Principal	3 - 6
III	Primary School Principal Asst. Intermediate School Principal Director of Special Services	2 - 5
IV	Director of Curriculum/Technology Director of Guidance	1 - 4

- B. Normally, all employees shall advance one step, unless maximum has been reached on the respective salary guide in accordance with Article 13-A.
- C. The salaries of all Administrators who have reached the maximum step of their designated salary range shall be increased as designated below:

2004-2005	\$3,500.00
2005-2006	\$3,250.00
2006-2007	\$3,000.00

- D. The salary of the employee shall be paid semi-monthly on the fifth and twentieth of each month. The first check for each year shall be on the 5<sup>th</sup> of July.
- E. When a payday falls on or during a school holiday, vacation or weekend, members shall receive their paychecks on the last previous working day.

- F. The Board will pay the full amount of the members' pension for the Teachers' Pension and Annuity Fund.
- G. The Board shall invest in the name of each Association member an amount of Three Thousand (\$3,000.00) dollars each year of this Agreement to be placed with an annuity fund so designated by the Association member. This \$3,000.00 is to be included in the member's base salary.
- H. Extended 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 employees' salary.

Numbers of Years in Ocean City School District Amount

10-14	\$ 250.00
15-19	500.00
20-24	750.00
25-34	1,000.00
35 and above	2,000.00

- I. Members may elect to participate in a direct deposit plan which shall be developed cooperatively between the Board and the Association. Implementation of such a plan shall not result in any additional workload beyond that required of the normal issuance of paychecks nor in any bank charges to the Board of Education.

SCHEDULE - A

<u>STEP</u>	<u>SALARY</u>
1	\$74,165
2	77,828
3	81,493
4	85,158
5	88,823
6	92,487
7	96,153
8	100,969

- A. In order to maintain a highly qualified Administrative team any administrator who assumes an administrative position in a category lower than the administrator's current position, will maintain the salary increments of the higher category until a successor agreement is negotiated between the Board of Education and the Ocean City Administrators' Association.
  
- B. Any employee who advances position which results in a change in classification and/or range on guide shall be placed on the salary guide in accordance with Article 13,a, so as to result in no loss of pay.

**ARTICLE 15**

**NO STRIKE AGREEMENT**

- A. For the terms of this Agreement, the Association agrees that it will not call a strike, neither will it participate in or condone a strike of other bargaining units in the school district.
  
- B. The Association agrees that in the event of a work stoppage by an employee group, all members of the Association shall perform those duties necessary to insure effective operation of the school district as determined by the Superintendent and the Board.

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
  
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- C. Any individual contract between the Board and an individual member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
  
- D. 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 members or in 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, 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 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 operation entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary

to carry out the mission of the school district in situations of emergency.

- F. Members who use their personal vehicles for school-related business or for approved school/professional activities shall be reimbursed thirty (30) cents per mile. The Board shall reimburse, upon presentation of receipts, the expenses incurred by members and spouses, when applicable, when their attendance is required at dances, meetings, banquets, luncheons, graduations, baccalaureate programs and other similar affairs related to the school programs. Said expenses shall be mutually agreed upon and approved by the Superintendent prior to the affair.
- G. In order to provide equal employment opportunities to all employees for supervisory and administrative positions and to alert the Board as to which employees are qualified and interested in such positions, all new positions or vacancies to be filled which require a supervisor, principal, administrator or other such similar certificate shall be posted.
- H. 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 members now or hereafter employed.
- I. 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  
801 Asbury Avenue  
Ocean City, NJ 08226
  - 2. If by the Board to:  
Ocean City Schools  
Administrators' Association  
Ocean City High School  
Ocean City, NJ 08226

ARTICLE 16

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 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 year first written above.

OCEAN CITY SCHOOLS  
ADMINISTRATIVE ASSOCIATION:

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

OCEAN CITY BOARD OF  
EDUCATION:

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary

**AGREEMENT BETWEEN**

**THE OCEAN CITY ADMINISTRATORS' ASSOCIATION**

**AND**

**THE BOARD OF EDUCATION OF OCEAN CITY, NJ**

**JULY 1, 2004 - JUNE 30, 2007**