

**AGREEMENT BETWEEN**

**THE OCEAN CITY ADMINISTRATORS' ASSOCIATION**

**AND**

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

**JULY 1, 2015 - JUNE 30, 2018**

## TABLE OF CONTENTS

<b><u>CONTRACT SECTION</u></b>	<b><u>PAGE</u></b>
<b>RECOGNITION</b> .....	2
<b>NEGOTIATION PROCEDURE</b> .....	3
<b>GRIEVANCE PROCEDURE</b> .....	4
<b>ASSOCIATION AND ADMINISTRATORS' RIGHTS AND PRIVILEGES</b> .....	8
<b>MANAGEMENT RIGHTS</b> .....	10
<b>SICK LEAVE</b> .....	11
<b>REIMBURSEMENT FOR UNUSED SICK LEAVE</b> .....	12
<b>VACATION</b> .....	14
<b>INSURANCE PROTECTION</b> .....	15
<b>TEMPORARY LEAVES OF ABSENCE</b> .....	16
<b>EXTENDED LEAVES OF ABSENCE</b> .....	17
<b>EVALUATION</b> .....	19
<b>PROFESSIONAL DEVELOPMENT</b> .....	20
<b>SALARIES</b> .....	21
<b>NO STRIKE AGREEMENT</b> .....	24
<b>MISCELLANEOUS PROVISIONS</b> .....	25
<b>DURATION OF AGREEMENT</b> .....	27

**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 Administrators employed by the Board, including, but not limited to:

Director of Student Services  
Director of Academic Services  
Primary School Principal  
Intermediate School Principal  
High School Principal  
Assistant Principal High School  
Assistant Principal High School  
K-12 Athletic Director  
Curriculum Director  
Supervisors

- B. Excluded from the unit are all other employees of the Board, including employees represented by other negotiations units, and all other employees excluded by law.
- C. Unless otherwise indicated, the term "Administrators", 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.
- D. The Board recognizes the Administrators of the Association as an integral part of a Management Team composed of the Superintendent, the Board and the individual Association Administrators.

## 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 Administrators' employment. Such negotiations shall begin after January 1 of the calendar year in which this Agreement is scheduled to expire. Any agreement so negotiated shall apply to all Administrators, 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. 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.
- E. 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."
- F. 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.
- G. 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 an Administrator, group of Administrators or the Association upon an event or condition which affects the welfare and/or terms and condition of an Administrator or group of Administrators 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 provided, including the Board’s failure to retain a non-tenure Administrator, or the termination of a non-tenured Administrator during the term of his or her individual employment contract pursuant to the notice provisions of the Administrator’s individual employment contract, shall not be a grievance as that term is used in this Agreement.
2. “School Day(s)” for purpose of this Grievance procedure only shall mean a typical business day, Monday through Friday, when the District is open for business.

#### 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 Administrators. 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 Administrator 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 maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
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 so that the grievance

procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

An Administrator with a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Any Administrator or Administrators having a grievance, or the Association, must institute the proceedings at this level within seven (7) school days after the Administrator, Administrators 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 ten(10) days after the grievance was delivered to the Superintendent, he may within ten(10) 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 Association, after a decision has been rendered by the Board, may be submitted to arbitration by the Association within ten (10) school days following receipt of the Board's decision.
- (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 Administrators to Representation

1. Any aggrieved person may be represented at all stages of the grievance by himself, or at his option, by a representative of the Association. When an Administrator 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 Administrator of the Association against any party in interest, any Administrator of the Association, the Board or any Administrator 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 Administrators, 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(c) of this Article.
3. All Administrators, including an Administrator 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 include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.



## ARTICLE 4

### ASSOCIATION AND ADMINISTRATORS' 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 Administrators, 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 Administrator 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 Administrators, and to no other organizations.
- H. Any complaints regarding an Administrator made to the Superintendent or the Board of Education by any parent, student or other person which are used in any manner in evaluating an Administrator shall be promptly investigated and called to the attention of the Administrator. The Administrator 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 Administrator 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 Administrator 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. An Administrator may be accompanied by a representative of the Association as such meeting or interview. Except in cases of indictment, or if the Board chooses to suspend without pay upon certification of tenure charges, any suspension of an Administrator pending charges shall be with pay.

## ARTICLE 5

### MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, including:
1. To direct employees of the school district;
  2. To promote, transfer, assign and retain employees and for just cause, to suspend, to demote, discharge or take disciplinary action against employees;
  3. To relieve employees from duty because of lack of work or other legitimate reasons;
  4. To efficiently direct school and district operations;
  5. To direct the methods, means, and personnel by which such operations are to be conducted; and
  6. To take whatever actions may be necessary to accomplish the mission of the school district. This section shall not be read to repeal or modify any provision of this contract or Title 18A or the laws of the State of New Jersey.
- B. Unless otherwise prohibited by State or Federal law or Regulation, any powers and authority not specifically referenced herein shall solely reside with the Board.

**ARTICLE 6**

**SICK LEAVE**

- A. All Administrators shall be entitled to twelve (12) sick leave days each year as of July 1, unless the Administrator is unable to report to work on July 1 due to : 1) an unpaid leave of absence; or 2) illness, and the Administrator has no accumulated sick leave days remaining. In either case, the Administrator's eligibility to 12 sick days for the year shall not commence until the Administrator reports to work. Unused sick days shall be accumulated from year to year with no maximum limit.
  
- B. Each Administrator shall be notified in writing of the total amount of unused sick leave credited to him as of June 30<sup>th</sup> of each year. To the extent practical 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 (defined as eligibility to retire from service with the TPAF), current Administrators shall be compensated for any unused sick leave in accordance with the following terms, conditions and formula:
1. As of July 1, 2012 the following maximum dollar caps shall be established for current Administrators:
    - Current Administrators who have reached the current \$25,000.00 cap shall remain at that cap.
    - Current Administrators who have not reached the current \$25,000.00 cap but who have more than \$5,000.00 shall be frozen at their accumulated amount as of July 1, 2012.
    - Current Administrators who have less than \$5,000.00 in unused sick leave shall have the opportunity to reach that maximum dollar threshold of \$5,000.00.
  2. The maximum dollar caps shall be calculated by taking the Administrator's salary as of July 1, 2012 and dividing it by 240, thus finding the per diem rate. The maximum dollar cap shall be thirty percent (30%) of the per diem rate times the total number of unused sick leave days accumulated as of July 1, 2012. Each current Administrator shall receive a statement certifying the individual calculated maximum dollar cap. A copy shall also be placed in his/her personnel file.
  3. At retirement, the final compensation shall be determined by taking the Administrator's final retirement salary and dividing it by 240, thus finding the per diem rate. Payment shall be thirty percent (30%) of the per diem rate times the total number of unused sick leave days. Payment shall not exceed the maximum dollar caps as established in Paragraph A(1).
- B. Employees hired after July 1, 2012 are not entitled to compensation for unused sick leave.
- C. Retiree may opt to receive said payment provided for in Section "A" of this Article either thirty (30) days after his retirement date, or in January of the year following retirement, subject to applicable law.
- D. 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, subject to applicable law. 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.

- E . 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.
- F 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 Administrators shall be entitled to fifteen (15) days vacation, per annum vacation days are earned at the rate of one and one quarter (1 <sup>1</sup>/<sub>4</sub>) days per month, during the months of July and/or August, or with the consent of the Superintendent, during other months.
- B. During the term of this Agreement (July 1, 2015 through June 30, 2018), any Administrator can elect on or before April 30<sup>th</sup> the following regarding unused, earned vacation days: 1) Carry over up to five (5) days to be used in the next school year only; and/or 2) Receive compensation at the current per diem rate up to seven (7) days.

At the conclusion of the duration of this Agreement (July 1, 2018 and beyond), the Parties agree that any Administrator can elect on or before April 30<sup>th</sup> the following regarding unused, earned vacation days: 1) Carry over up to five (5) days to be used in the next school year only; and/or 2) Receive compensation at the current per diem rate up to five (5) days.

- C. Unused vacation days shall not be eligible for compensation upon retirement.

**ARTICLE 9**

**INSURANCE PROTECTION**

- A. The Board shall provide health care insurance pursuant to the terms of the School Employees Health Benefits Plan. Premium contributions by Administrators shall be pursuant to law.

The Association acknowledges the Board's right to select the insurance carrier for health care coverage. In the event the Board elects to change carriers during the term of this Agreement, the parties recognize their respective rights regarding negotiations over any change in benefit levels and to maintain equivalent or better coverage.

- B. Subject to any statutory limitation, an employee who is eligible for health insurance coverage and had other, verifiable coverage available may choose to opt-out of the district provided plan. Any employee electing to opt-out of the district provided insurance plan shall receive the following payment per year:

Family -	\$3,500
Two Adults-	\$3,000
Parent/Child -	\$2,000
Single -	\$1,250

Participation in this program must be selected each school year and is subject to the re-enrollment regulations contained within the provider's plan and State and Federal law.

- C. The Board shall provide the following insurance protection:
1. The entire amount of the Administrator'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.
- D. 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.



## 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, except leave requested to appear on behalf of an employee who instituted litigation against the district, unless compelled by law to do so.
- 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/partner, child, parent, brother, sister, in-laws or a member of the Administrator's immediate household, excluding acquaintances and roommates. For Administrators hired after October 5, 2007 five (5) critical illness days will be granted per year. Critical illness days shall be limited to situations where the eligible individual has a terminal illness, defined as a medical prognosis that his or her life expectancy is 6 months or less if the illness runs its normal course. Medical certification from the attending physician is required.
- 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. Military Leaves pursuant to applicable law.
- 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, an Administrator 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. An Administrator 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 may be granted an extended leave of absence without pay not to exceed one (1) year unless an extension is approved by the Board. 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, applicable law, rule, and regulation. An Administrator utilizing unpaid leave under this section, will remain responsible for his share of the health insurance benefits premium as set forth in Schedule “A.”
  - 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 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 and/or fitness for duty evaluation. 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. 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 an Administrator 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 or the placement of an adopted child 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 evaluations shall be in accordance with applicable law.
2. All monitoring or observation of the work performance of an Administrator shall be conducted openly and with full knowledge of the Administrator. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited for the purpose of Administrator evaluations only as described in this Article.
3. Administrators 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 Administrator's file or otherwise acted upon without prior conference with the Administrator. No Administrators shall be required to sign a blank or incomplete evaluation form.
- B. 1. Administrators 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. An Administrator shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, an Administrator 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, in fact, the Superintendent agrees that they are obsolete or otherwise inappropriate to retain and the Board of Education so authorizes (as per BOE policy), they shall be destroyed. Disputes regarding this subsection will be subject to the grievance procedure.
2. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in his personnel file unless the Administrator has had an opportunity to review the material. The Administrator 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 Administrator 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 Administrator'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 related to the Administrator's present position.
- B. In order to encourage Administrators to pursue academic improvement, the Board agrees to provide reimbursement of tuition at a fully accredited academic institution to members of the Association up to nine (9) graduate credits at amount not to exceed an individual total of \$9,306 per academic school year (July 1 through June 30), so long as the Administrator is enrolled and matriculated in a doctorate program at a duly accredited institution of higher education, as required by N.J.S.A. 18A:8-8.5. In order to be eligible for reimbursement, the written approval of the Superintendent must be obtained in advance of enrollment in any course, the course/doctorate level program taken must be related to the Administrator's current or future job responsibilities, and the Administrator must receive a grade of a "B" or better in each course for which reimbursement is sought. An official transcript bearing the institution of higher education's seal, and a receipt of the amount to be paid, along with a voucher, must be submitted to the Superintendent for payment. Denials of approval may be appealed to the Board and the decision of the Board shall be final and binding.
- C. Only Administrators who have been employed by the Board for more than one year may participate in the tuition reimbursement program. Continued employment in the District for two years beyond date of completion is a prerequisite for retaining reimbursement, except where the Administrator is terminated due to reduction in staff or is recommended for non-renewal. Any Administrator that fails to maintain such continued employment in the District shall repay the Board one hundred percent (100%) of the tuition reimbursement received. If the Board is required to resort to legal action to recover these tuition monies, the Administrator shall be required to reimburse the Board for the legal fees it incurred in such a collection action.

**ARTICLE 14**

**SALARIES**

A. The minimum and maximum base salaries of all Administrators shall be as follows:

<b><u>Position</u></b>	<b><u>Salary Min</u></b>	<b><u>Salary Max*</u></b>
Director of Student Services	\$130,000.00	\$150,000.00
Director of Academic Services	\$130,000.00	\$150,000.00
Primary School Principal	\$115,000.00	\$135,000.00
Intermediate School Principal	\$115,000.00	\$135,000.00
High School Principal	\$120,000.00	\$140,000.00
Assistant Principal High School	\$105,000.00	\$125,000.00
Assistant Principal High School	\$105,000.00	\$125,000.00
K-12 Athletic Director	\$105,000.00	\$125,000.00
Curriculum Director	\$105,000.00	\$125,000.00
Supervisors	\$105,000.00	\$125,000.00

\*In the event that the Superintendent salary cap provisions in the New Jersey Department of Education's Accountability Regulations are materially revised, repealed and/or expire, the parties agree to re-negotiate the maximum base salary provisions to be consistent with then-current laws and regulations.

B. The total compensation of Administrators during the duration of this Agreement shall be as follows:

**2015-2016**

<b><u>Position</u></b>	<b><u>Employee</u></b>	<b><u>Base Salary</u></b>	<b><u>Longevity*</u></b>	<b><u>Total Comp</u></b>
Director of Student Services	Matthew Carey	\$ 130,000.00	\$ -	\$ 130,000.00
Director of Academic Services	Curt Nath	\$ 130,000.00	\$ -	\$ 130,000.00
Primary School Principal	Cathleen Smith	\$ 124,000.00	\$ -	\$ 124,000.00
Intermediate School Principal	Geoffrey Haines	\$ 124,000.00	\$ -	\$ 124,000.00
High School Principal	Matthew Jamison	\$ 157,056.92	\$ -	\$ 157,056.92
Assistant Principal High School	Thomas Campo	\$ 136,477.44	\$ 250.00	\$ 136,727.44
Assistant Principal High School	Wendy O'Neal	\$ 105,000.00	\$ -	\$ 105,000.00
K-12 Athletic Director	Vacant	TBD	\$ -	\$ -
Curriculum Director	Vacant	TBD	\$ -	\$ -
Supervisors	Vacant	TBD	\$ -	\$ -

**2016-2017**

<b>Position</b>	<b>Employee</b>	<b>Base Salary</b>	<b>Longevity*</b>	<b>Total Comp</b>
Director of Student Services	Matthew Carey	\$ 131,000.00	\$ -	\$ 131,000.00
Director of Academic Services	Curt Nath	\$ 131,000.00	\$ -	\$ 131,000.00
Primary School Principal	Cathleen Smith	\$ 125,000.00	\$ -	\$ 125,000.00
Intermediate School Principal	Geoffrey Haines	\$ 125,000.00	\$ -	\$ 125,000.00
High School Principal	Matthew Jamison	\$ 157,056.92	\$ -	\$ 157,056.92
Assistant Principal High School	Thomas Campo	\$ 136,477.44	\$ 250.00	\$ 136,727.44
Assistant Principal High School	Wendy O'Neal	\$ 106,000.00	\$ -	\$ 106,000.00
K-12 Athletic Director	Vacant	TBD	\$ -	\$ -
Curriculum Director	Vacant	TBD	\$ -	\$ -
Supervisors	Vacant	TBD	\$ -	\$ -

**2017-2018**

<b>Position</b>	<b>Employee</b>	<b>Base Salary</b>	<b>Longevity*</b>	<b>Total Comp</b>
Director of Student Services	Matthew Carey	\$ 132,000.00	\$ -	\$ 132,000.00
Director of Academic Services	Curt Nath	\$ 132,000.00	\$ -	\$ 132,000.00
Primary School Principal	Cathleen Smith	\$ 126,000.00	\$ -	\$ 126,000.00
Intermediate School Principal	Geoffrey Haines	\$ 126,000.00	\$ -	\$ 126,000.00
High School Principal	Matthew Jamison	\$ 157,056.92	\$ -	\$ 157,056.92
Assistant Principal High School	Thomas Campo	\$ 136,477.44	\$ 250.00	\$ 136,727.44
Assistant Principal High School	Wendy O'Neal	\$ 107,000.00	\$ -	\$ 107,000.00
K-12 Athletic Director	Vacant	TBD	\$ -	\$ -
Curriculum Director	Vacant	TBD	\$ -	\$ -
Supervisors	Vacant	TBD	\$ -	\$ -

In the event that the Superintendent salary cap provisions in the New Jersey Department of Education's Accountability Regulations are materially revised, repealed and/or expire, the parties agree to re-negotiate the maximum base salary provisions to be consistent with then-current laws and regulations

\* In accordance with and not in addition to Provision D below.

- B. The salary of the employee shall be paid semi-monthly through the District's "Direct Deposit of Paychecks" on the fifteenth and thirtieth-of each month.
- C. When a payday falls on or during a school holiday, vacation or weekend, Administrators shall receive their paychecks on the last previous working day.
- D. 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. Effective June 30, 2012, longevity is frozen at current levels for current Administrators, and no further accrual. Longevity is eliminated for all new hires.

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

- E. 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 Administrators 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. 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.
- B. Any individual contract between the Board and an individual Administrator 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.
- C. 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 Administrators or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, ancestry, marital status, domestic partnership status, affectional or sexual orientation, gender identity or expression, genetic information, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in the armed forces of the United States.
- D. Administrators who use their personal vehicles for school-related business or for approved school/professional activities shall be reimbursed consistent with state regulations. The Board shall reimburse, upon presentation of receipts, the expenses incurred by Administrators, 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.
- E. 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.
- 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 Administrators now 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  
501 Atlantic Ave., Suite 1  
Ocean City, NJ 08226

2. If by the Board to:  
Ocean City Schools  
Administrators' Association  
Ocean City High School  
501 Atlantic Ave.  
Ocean City, NJ 08226

ARTICLE 17

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2015 and shall continue in effect until June 30, 2018, 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.

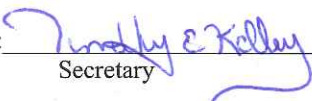
OCEAN CITY SCHOOLS  
ADMINISTRATIVE ASSOCIATION:

By:  Date 11-19-15  
President

By:  Date 11/19/15  
Secretary

OCEAN CITY BOARD OF EDUCATION

By:  Date 12-16/15  
President

By:  Date 12/14/15  
Secretary