

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, 2021

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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”.

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, employed by the Board, including:

Classroom teachers

Nurses

Specialists:

Learning Disability Teacher Consultant, Speech, Social Worker,

School Psychologist, Reading Specialist, Guidance Counselors, Media Specialist/Librarian,

Student Assistance Coordinator

Athletic Trainer

Excluded are:

Principals

Assistant Principals

Directors

Coordinators

Per Diem Substitutes

Confidential employees

And all other employees excluded by law.

- 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. 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.
- 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 presented for ratification by the Board and 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. Negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term 'sanction'. 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. 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.
- H. 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.
- I. 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.

- J. The parties mutually agree that should negotiations for a successor collective negotiations agreement not be completed prior to the expiration of this collective negotiations agreement, unit members shall not be advanced on the salary guide vertically and shall receive no increase in compensation until a new agreement is reached. Unit members shall continue to receive the same salary received on the final day of this collective negotiation agreement until such time as a successor agreement is reached. Movement on the salary guide shall be interpreted to include a vertical step increase. Unit members have their salary frozen until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and the Association has ratified, and the Board has approved the agreement.

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-tenured 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. 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. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a denial and shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step to proceed within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. 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 10 school days after the teacher(s) knew or should have known of the grievance.
 - (b) If the Association has a grievance, it must institute the proceedings at this level within 10 school days after it knew or should have known of the grievance.

A grievance must be filed by June 30th in the event the grievance arises within 10 days of the last day of school.

4. **Level Two**
If the aggrieved person is not satisfied with the disposition set forth in the written decision of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she or the Association representative may file the grievance in writing with the Superintendent 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 also receive a copy of this grievance.
5. **Level Three**
If the aggrieved person is not satisfied with the disposition set forth in the written decision 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/she or the Association representative 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, submit in writing his/her grievance for review by the Board. The Board shall review his/her 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 shall be sent to the aggrieved, to the Superintendent, Principal and the Association's representative.
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 by the Association 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 be bound by the rules and procedures of PERC in the selection of an arbitrator.
 - (c) The arbitrator so selected shall confer with the representatives of the Board and the Association's representative and hold hearings promptly and shall issue his/her 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/her, unless the parties mutually agree to extend the timeframe. The arbitrator's decision shall be in writing and shall set forth his/her 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/she 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/herself, or, at his/her 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 Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If in the judgment of the Association's representative, a grievance affects a group or class of teachers, Association's representative 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 Association's representative 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 Association's representative 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.

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 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/she 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. Upon prior approval of the Business Administrator or his/her designee, 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. 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 and upon approval by 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 interschool mail facilities and school mailboxes 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 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 three (3) days for orientation. The third day will be used for one half (1/2) day of orientation and one half (1/2) day of teacher classroom time.

ARTICLE 6

TEACHING HOURS AND TEACHING LOAD

A.

1. The collective teacher arrival and departure time shall not exceed the student school day by more than thirty (30) minutes. The teacher school day is based upon the student school day for the school and/or shift to which he/she is assigned.
2. The arrival and departure time for all teachers shall not be scheduled prior to 7:00am and not end later than 4:00pm, except in reference to flex employees, extension school and/or emergency situation.
3. The Board reserves the right to schedule some staff members 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 selected 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. Any staff member who teaches zero period shall not be required to return for meetings scheduled after the normal school day.
 - f. No teacher shall be required to begin his/her day prior to 7:00am.
4. A teacher's total in school workday shall consist of not more than (7) hours 5 minutes, which shall include a duty-free lunch period.
5. The 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.
6. 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 and Intermediate 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 \$23.00 per loss of prep period. The administration agrees not to combine classes, or take staff members from other teaching assignments to cover classes in order to circumvent this provision.

2. 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.
 3. Any changes in existing teacher or teaching schedules will first be discussed between Administrator(s) and representatives of the Teacher's Association.
- C. 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 |
- D. Exclusive of School Nurses, teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, 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.
- E. Teachers will 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 after 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 four times per month. Teachers assigned to a zero period shall only be required to attend two of the four faculty meetings per month, but will be responsible for the content of the meeting. A staff member may be excused earlier with prior permission of the principal.
- F. 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.
- G. 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.
- H. Exceptions to the provisions of Sections A, C and E 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. In the event that the Board 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 teachers shall have a duty free lunch period of at least 30 minutes, not including passing time.
 4. Every effort will be made to limit teachers to 2 instructional preparations.
 5. The Association or designee will have input regarding teacher and course

scheduling, and sequencing of courses.

6. Teachers 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. Teacher evaluations shall be a full instructional period.
8. 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.

I. 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.

J. 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 29 K.

K. Teachers shall obtain permission from a principal or designee to leave the premises during a preparation period.

L. The District and Association agree to meet and discuss annually or upon notice of intent to implement, whichever is earlier, and/or upon the request of the Association, regarding the terms and conditions of employment of students taking online courses.

ARTICLE 7

REPRESENTATIVE FEE

A. Purpose of Fee

If any teacher 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 negotiation unit. On or about December 1 of each year the Association shall notify the Board 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 a teacher 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 Teachers

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 teachers who began their employment in a negotiation unit position during the preceding 30 day period. The list will include names, 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, or death.

D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and

other legal costs and expenses that may arise out of, or by reason of any action taken by the Board in conformance with this Article.

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. 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 OMB rate.

B. **PRESIDENTS RELEASE TIME**

The Board realizes the constructive nature of the Association'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 Association's 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 teachers 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/her proper step of the salary schedule in accordance with paragraph (1) below:
 - 1. No new hire shall be placed on a step higher than an existing teacher in the District with the same years of public school teaching experience.
 - 2. Any teacher compensated 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. Previously accumulated unused leave days will be restored to all returning teachers.
- E. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than May 15. Salary status shall be understood as step on guide according to classification.
- F. 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.
- G. 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.
- H. Dismissal procedures of teachers under tenure shall be that prescribed by the State.
- I. The use of classroom aides other than as supervised assistants shall not be accepted as a viable substitute for certified teachers in instructional situations.
- J. New or experimental programs involving changes in teacher status, duties, or responsibilities must be carried out in accordance with the articles of this Agreement.
 - (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 through the District’s “Direct Deposit of Paychecks” on the fifteenth and thirtieth of each school month. The first salary payment for each school year shall be on the 15th of September.
- C. All teachers shall participate in the District’s “Direct Deposit of Paychecks.”
 - 1. If the Board 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. The internal operation of the plan is not a part of this Agreement, and is a matter between the bank and the Association.
 - 2. The Direct Deposit of Paychecks program shall be free of any bank charges to the Board and the operation of the program shall not in any way 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 salary payment 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, 2021, the base salary shall be \$51,018.00 reflecting a 2.8% increase to base salary. All other salaries shall be expressed as a percentage over the base salary as set forth below:

		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 (2021-2022) will be increased to \$51,577.00 representing a 2.8% increase to the overall base salary and all other salaries on the guide will be adjusted accordingly for the years 2022-2023. (see salary guide)

I. The existing base salary (2021-2022) will be increased to \$52,188.00 representing a 2.8% increase to the overall base salary and all other salaries on the guide will be adjusted accordingly for the years 2023-2024. (see salary guide)

J. 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 – frozen effective 7/1/12

26 or above Thirteen percent of step 13 BA salary scale to a maximum of \$8000.00 – frozen effective 7/1/12

Effective July 1, 2013, new hires will not be eligible for longevity.

K. 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.

L. 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 32-C. The compensation shall be added to their base salary and distributed equally throughout their normal pay periods during the school year.

SCHEDULE A

Teachers Salary		Schedule						
2021-2022								
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	51,018	53,875	56,681	59,538	62,344	65,201	68,007	
2	53,875	56,681	59,538	62,344	65,201	68,007	70,864	
3	56,681	59,538	62,344	65,201	68,007	70,864	73,670	
4	59,538	62,344	65,201	68,007	70,864	73,670	76,527	
5	62,344	65,201	68,007	70,864	73,670	76,527	79,384	
6	65,201	68,007	70,864	73,670	76,527	79,384	82,190	
7	68,007	70,864	73,670	76,527	79,384	82,190	85,047	
8	70,864	73,670	76,527	79,384	82,190	85,047	87,853	
9	73,670	76,527	79,384	82,190	85,047	87,853	90,710	
10	76,527	79,384	82,190	85,047	87,853	90,710	93,516	
11	79,384	82,190	85,047	87,853	90,710	93,516	96,373	
12	82,190	85,047	87,853	90,710	93,516	96,373	99,179	
13	85,047	87,853	90,710	93,516	96,373	99,179	102,036	
14			93,516	96,373	99,179	102,036	104,893	
15						104,893	107,699	
16								110,556
Longevity 14-16 Yrs						2000		
Longevity 17-19 Yrs						3000		
Longevity 20-22 Yrs						4500		
Longevity 23-25 Yrs (Frozen 2013-14)						5500		
Longevity 26 Yrs + (Frozen 2013-14)						8000		

Teachers Salary		Schedule						
2022-23								
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	51,577	54,465	57,302	60,190	63,027	65,915	68,752	
2	54,465	57,302	60,190	63,027	65,915	68,752	71,640	
3	57,302	60,190	63,027	65,915	68,752	71,640	74,477	
4	60,190	63,027	65,915	68,752	71,640	74,477	77,366	
5	63,027	65,915	68,752	71,640	74,477	77,366	80,254	
6	65,915	68,752	71,640	74,477	77,366	80,254	83,091	
7	68,752	71,640	74,477	77,366	80,254	83,091	85,979	
8	71,640	74,477	77,366	80,254	83,091	85,979	88,816	
9	74,477	77,366	80,254	83,091	85,979	88,816	91,704	
10	77,366	80,254	83,091	85,979	88,816	91,704	94,541	
11	80,254	83,091	85,979	88,816	91,704	94,541	97,429	
12	83,091	85,979	88,816	91,704	94,541	97,429	100,266	
13	85,979	88,816	91,704	94,541	97,429	100,266	103,154	
14			94,541	97,429	100,266	103,154	106,042	
15						106,042	108,879	
16								111,767
Longevity 14-16 Yrs						2000		
Longevity 17-19 Yrs						3000		
Longevity 20-22 Yrs						4500		
Longevity 23-25 Yrs (Frozen 2013-14)						5500		
Longevity 26 Yrs + (Frozen 2013-14)						8000		

Teachers Salary		Schedule						
2023-24								
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	52,188	55,111	57,981	60,903	63,774	66,696	69,567	
2	55,111	57,981	60,903	63,774	66,696	69,567	72,489	
3	57,981	60,903	63,774	66,696	69,567	72,489	75,359	
4	60,903	63,774	66,696	69,567	72,489	75,359	78,282	
5	63,774	66,696	69,567	72,489	75,359	78,282	81,205	
6	66,696	69,567	72,489	75,359	78,282	81,205	84,075	
7	69,567	72,489	75,359	78,282	81,205	84,075	86,997	
8	72,489	75,359	78,282	81,205	84,075	86,997	89,868	
9	75,359	78,282	81,205	84,075	86,997	89,868	92,790	
10	78,282	81,205	84,075	86,997	89,868	92,790	95,661	
11	81,205	84,075	86,997	89,868	92,790	95,661	98,583	
12	84,075	86,997	89,868	92,790	95,661	98,583	101,453	
13	86,997	89,868	92,790	95,661	98,583	101,453	104,376	
14			95,661	98,583	101,453	104,376	107,299	
15						107,299	110,169	
16								113,091
Longevity 14-16 Yrs					2000			
Longevity 17-19 Yrs					3000			
Longevity 20-22 Yrs					4500			
Longevity 23-25 Yrs (Frozen 2013-14)					5500			
Longevity 26 Yrs + (Frozen 2013-14)					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 August 15.
 - 2. If there is any significant change from the advertised position and the actual assignment of the hire, 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 August 15.
 - 3. In the event the change in such scheduled class and/or subject assignments, building assignments, or room assignments are proposed after August 15, 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 Building Principal 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 May 15 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 Building Principal and Superintendent not later than June 15. In the event of vacancies occurring after May 30, the Superintendent will post the vacancy as specified in A-1 and teachers will have ten (10) calendar days after the posting to submit their applications. There shall be email notification of any positions occurring during the period between June 20th and August 30th sent to the Board email 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 15, 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/she 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. 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/her. The teacher may, at his/her 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, teachers shall be notified of those job vacancies by email sent to their Board email addresses. Additionally, the OCEA President and respective building Vice Presidents shall each be emailed notice of vacancies to their Board email addresses on the date they are posted.
- B. Teachers who apply for any certificated position (this does not include stipend positions) shall be notified at their Board email address regarding the disposition of their application prior to publication of the name of the successful applicant.
- C. Notice of such dispositions shall also be sent by email to the Association President's Board email address.

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 for the purpose of teacher evaluations only as described in this Article.
 - 2. Teachers shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one (1) day after 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/her 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/her file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, the Superintendent, in his/her sole discretion, determines that those documents are obsolete or otherwise inappropriate to retain they shall be destroyed. Disputes regarding this subsection will be subject to the grievance procedure.
 - 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her 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/her answer shall be reviewed by the Superintendent or his/her 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 except as otherwise provided by applicable law and regulation.

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.
- E. 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.
- F. 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 unless the member is unable to report to work on the first official day due to: 1) an unpaid leave of absence; or 2) illness, and the member has no accumulated sick leave days remaining. In the two previously mentioned cases, the member's eligibility to 10 sick days for the year shall not commence until the member reports to work. Those employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days. Sick leave for teachers who commence employment or return from a leave of absence after February 1 shall be prorated. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Each teacher shall be notified in writing of the total amount of unused sick leave credited to him/her 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 cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations except for extenuating circumstances. Approval shall be at the sole discretion of the Superintendent and not subject to the grievance procedure. Employees must provide five (5) school days notice prior to utilizing a personal day except in the case of an emergency. Employees may not utilize a personal day on the first and last staff day of the year teachers report to duty.
 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, however, time shall not be granted for any legal proceeding initiated by the teacher.
 4. Up to 2 days per event of a 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. Jointly, the parties will create an internal document providing that critical illness cannot be used for dental services, outpatient services, pre-testing services or the like.
 5. Up to 5 days at any one time in the event of death of a teacher's spouse, civil union partner, child, parent, brother, sister, in-laws or a member of a teacher's immediate household, but excluding acquaintances and roommates. 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.
 6. 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.
 7. 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.
 8. 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.
 9. Time necessary for a teacher to participate in "Middle States Evaluation." or any other state or federal monitoring review.

- B. Teachers shall be entitled to the following temporary accumulative leaves of absence with full pay each school year. 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/she 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 may 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. Approval shall not be withheld unreasonably.
1. The Board retains the right to place a teacher on medical disability leave whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.
 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 as to his/her 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 except to the extent it is required by law. 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.
 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

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 within one year of birth/adoption of the child and shall be from the end of the disability/adoption period to the end of that school year or to the end of the following school year if the birth/adoption occurs between May 1 and September 1. The employee will be eligible for no less than twelve (12) weeks of child-rearing leave within the first year of birth/adoption of the child. 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 provided the employee provides acceptable medical documentation, which must be updated at the request of the Board. 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 New Jersey Family Leave Act (N.J.S.A. 34:11B-1) or the Federal Family and Medical 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 in the sole discretion of the Board.
- H. Upon return from leave granted according to Section A, B, and C above, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he/she would have achieved if he/she had not been absent, provided, however, that time spent on such leaves shall not count toward 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.

ARTICLE 20

SABBATICAL LEAVES

- A. Upon the recommendation of the Superintendent, the Board 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.
- 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 Board 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, 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 shall be reduced to bring the total to the amount of the salary he/she 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/she shall refund all compensation paid to him/her 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/she shall make such reports of his activities as may be required by the Superintendent.

ARTICLE 21

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In order to encourage staff members to pursue academic improvement the Board agrees to provide reimbursement of tuition for teachers.
- B. There shall be annual unit wide cap for tuition reimbursement of \$35,000.00 per year for courses completed in an academic year (between July 1 and June 30).
- C. Teaching staff members must apply in writing for tuition reimbursement and the courses must be approved by the Superintendent or designee prior to enrollment in any course.
- D. In order to receive reimbursement staff members must receive a grade of “B” or better (in the event it is a “Pass/Fail” course, a “Pass” grade is acceptable) for courses at an accredited academic institution.
- E. Teaching staff members shall be paid for approved courses in an academic year as follows:
 - 1. Teaching staff members shall first be eligible for tuition reimbursement on a first come, first served basis for courses related to the staff member’s current or future job responsibilities pursuant to achievement of the National Board Certification for Teachers as provided by the National Board for Professional Teaching Standards or who are accepted in a graduate degree program (Masters or Doctoral) upon proof of acceptance into the program and proof of completion of the course taken as part of the graduate degree program at an accredited academic institution. Teaching staff members eligible for tuition reimbursement as set forth in this paragraph will be eligible to receive up to \$400 per course credit up to nine (9) credits per academic year.
 - 2. Teaching staff members who submit for course approval by December 1 for courses set forth in Section (E)(1) above, will receive priority for tuition reimbursement payments before teaching staff members submitting for tuition reimbursement for courses set forth in Section (E)(3) below.
 - 3. Provided the unit wide cap has not been met as a result of priority tuition reimbursement payments for courses set forth in Section (E)(1) above submitted by December 1 as set forth in (E)(2), teachers will be eligible for tuition reimbursement on a first come, first served basis for graduate level courses related to their current job responsibilities, which includes courses in topics that are part of the teacher’s evaluation to the extent permitted by law. Teaching staff members eligible for tuition reimbursement as set forth in this paragraph will be eligible to receive up to \$250 per course credit up to nine (9) credits per academic year.
- F. No more than three (3) online courses per teacher per year shall be eligible for reimbursement.
- G. Teachers leaving the district within three (3) years of receiving reimbursement shall repay the Board, except when the departure was due to a life changing event, which for this purpose only, is defined as the transfer of a spouse, a non-renewal, a reduction in force, or a medical event.

ARTICLE 22

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. Adequate first aid and health services shall be provided for teachers in each school building for the entire school day.

ARTICLE 23
INSURANCE PROTECTION

The Board shall provide health care insurance protection and waiver provisions consistent with the NJ School Employees State Health Benefits then in effect. Premium contributions by employees shall be consistent with the law.

- 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 Direct 15 Plan.
- B. The Board shall provide dental care insurance protection. Coverage shall be DELTA II-B or equivalent.
- C. The Board and the employee(s) shall pay their respective premium contribution as set forth in Chapter 78, P.L. 2011 or Chapter 44, P.L. 2020, based on the health benefits he/she selects and is qualified to receive, including any excesses hereafter set by the carrier for each employee, husband/wife, parent/child or full family plan insurance coverage where appropriate for the duration of this agreement.
- D. If the marital or family status of said employee changes, the Board and the employee(s) shall pay the respective premium contribution of the new category subject to the premium contribution requirements set forth in Article 23 Section (C).

In the case of new employees, such insurance protection shall be provided as soon as possible consistent with the insurance carrier's procedures.

- E. Staff members on sabbatical leave shall continue to be covered by their present existing insurance protection subject to the premium contributions requirements set forth in Article 23 Section (C) .
- F. 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 \$750 per year
 - Parent/child coverage \$1,000 per year
 - Employee/spouse coverage \$1,250 per year
 - Family coverage \$1,500 per year
- G. 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 24

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. Administration will seek to avoid reprimanding or disciplining unit members in the presence of students, peers, parents, or the public to the extent practicable.
- D. 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.

ARTICLE 25

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.
- 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.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken by the Board in conformance with this provision.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- A. This Agreement 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, this Agreement 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 classifications protected by law.
- 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 fully executed, 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 27

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 28

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 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. Once the retiree requests a certain method of payment, he/she may not change that request after any money has been paid. The retiree will not be entitled to any interest on this money at any time.

7. 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.

8. No payment will be made to the retiree's estate as previously stated for any employee hired after June 30, 2012.

ARTICLE 29

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. 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 the dates set forth below for each respective sports season:
 - i. Fall Sports Season – Not later than January 1
 - ii. Winter Sports Season – Not later than April 1
 - iii. Spring Sports Season – Not later than June 15Activities sponsors shall be evaluated as in C.1., by the appropriate administrator, and such evaluation not later than June 15.
- D. All coaches and sponsors shall be notified in writing of their assignments and salary status no later than the dates set forth below for each respective sports season:
 - i. Fall Sports Season – Not later than February 1
 - ii. Winter Sports Season – Not later than May 1
 - iii. Spring Sports Season – Not later than July 15
- 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 \$32.00 per hour for said supervision 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.

Supervisory activities- including but not limited to areas such as:

- i. After School Detention
- ii. Credit Completion
- iii. After School Sports
- iv. Homebound instruction

Compensation is not in lieu of Schedule B/C, nor is it applicable to normal extracurricular activities included in Schedule B/C.

- H. Coaches (Schedule “B”):
See Schedule B

The number of events and the number of hours assigned shall be approved by the Board. Compensation for said assignment shall be that specified below in Schedule “B”.

SCHEDULE B

Coaches	Stipend Amount
Head Coach High School	\$6,807.00
Head Coach Intermediate School	\$4,892.00
Assistant Coach High School	\$5,233.00
Freshman/Novice Coaches	\$4,892.00
Assistant Athletic Trainer	\$7,848.00
Diving Instructor	\$4,892.00

Compensation for the 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

- 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. If the Board intends to add any Activity, the stipend shall be negotiated with the Association prior to the establishment of such new Activity utilizing the Matrix set forth in Article 29-L.
- 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. If the Board intends to add any Club, the stipend shall be negotiated with the Association prior to the establishment of such new Club utilizing the Matrix set forth in Article 29-L.
- K. Additional assignment of instructional duties including but not limited to areas such as:
 Extension School
 Summer School
 Summer School Nurses and CST
- shall be compensated at a rate of \$37.
- L. The parties agree that the Tier for Activities and Clubs will be determined utilizing the below Matrix, which sets forth the stipend corresponding amount for each Tier:

CO-CURRICULAR GUIDE FOR SCHEDULE C

<u>Level</u>	<u>Amount</u>
1	1813
2	2105
3	2546

4	3480
5	5199

Time Beyond Workday (Monday – Friday) (i.e., Time Consideration, Fundraising, Supplies)

<u>Level</u>	<u>Hours</u>
1	Up to 25
2	25-50
3	50-75
4	75-100
5	Above 100

Weekends / Overnights / Days of Adverse Conditions

<u>Level</u>	<u>Days</u>
1	1
2	2-3
3	4-5
4	6-7
5	More than 7

Performances / Events / Concerts / Dances / Product / Equipment

<u>Level</u>	<u>Number</u>
1	None
2	1-2
3	3-4
4	5-6
5	More than 6

M. Utilizing the above Matrix, the parties have agreed to the following Tiers for Activities and Clubs:

Tier 1 Clubs

Academic Team	Graphic/Photography	SEA
Art Club (IS)	History	STOP
Billows	Interact Club	School Newspaper (IS)
Bridge Club	Intermural Club 9/10 Intermural	School Newspaper (Primary)
Chess	Club 11/12	Technology Club (IS)
Chess Club (IS)	Latin Club	Spanish Club
Freshman Class Council	Math Club	Volleyball (IS)
Communications Club	Mock Trial /Model UN	Multicultural Club
Computer Club	PB&J Club	OC Life 21 OCPS
Drill Team	Peer Mediation	Knitting Club PS
Family Literature Club	Psychology Club	
French Club	SADD	
Freshman Mentoring	SCAT	

Tier 2 Clubs

Art Club
ASL Performer Club
Band Front
Best Buddy
Cheerleading – Fall Asst.
Cheerleading – Winter Asst.
Cheerleading (IS)
Cognetics (IS)
Drama Asst. Fall
Drama Asst. Spring
Fishing Club
Interact Club
Junior States of America
Leadership Club
Literary Magazine
Mocean City Club (IS)
OC Life 21 (HS)
OC Life 21 (IS)
NHS
NJHS (IS)
Stage Crew – Fall
Stage Crew – Spring
Strength and Conditioning
Surf Club (IS)

Tier 3 Clubs

Cheerleading – Fall Head
Cheerleading – Winter Head
Cinema Production Club
Fishing Club
Senior Class
Sophomore Class
Drama Advisor (IS)
Technical Advisor
Yearbook Asst
Yearbook (IS)

Tier 4 Clubs

Band (IS)
Choir
Choir (IS)
Junior Class
Drama Fall Head
Drama Spring Head
Mascot Club (HS)
Student Council (IS)
DECA

Tier 5 Clubs

Yearbook Head
Marching Band
Surf Team
Student Council (HS)

ARTICLE 30

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 31

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 in accordance with N.J.S.A. 18A:29-3.
 - 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 for operation of the plan.
 - (b) The Board and the Association that if the Board 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. 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 Business Administrator’s office. The Association shall assume responsibility for distributing copies of said plan to its members.

ARTICLE 32

TWELVE MONTH TEACHERS

- 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. EMPLOYMENT BEYOND THE NORMAL SCHOOL CALENDAR YEAR

1. In the event any teacher's service be requested beyond the teaching calendar year, such teachers shall be compensated at a per diem rate equaling the teacher's total ten (10) month teaching salary for the upcoming year divided by 200.

ARTICLE 33

PART TIME TEACHERS LANGUAGE

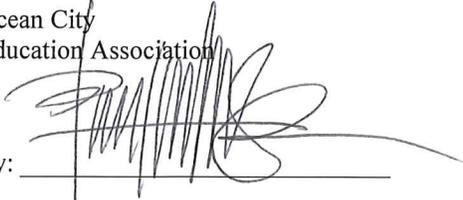
- A. The Board agrees not to employ two part time teachers in any area/Department in lieu of having a full time employee in that area/Department, unless certification and program needs necessitate different positions.

ARTICLE 34

DURATION OF AGREEMENT

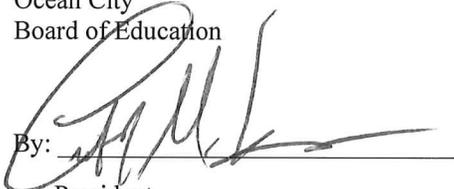
- A. This Agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2024, or until a successor Agreement is negotiated and signed.
- B. In witness whereof the parties, hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and first year written above.

Ocean City
Education Association



By: _____
President

Ocean City
Board of Education



By: _____
President

By: Choleha Weaver
Secretary

By: Timothy E. Kelley
Board Secretary