

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF OCEAN BOARD OF EDUCATION**

**AND**

**TOWNSHIP OF OCEAN EDUCATION ASSOCIATION**

**TOWNSHIP OF OCEAN SCHOOL DISTRICT**

**OAKHURST, NEW JERSEY**

**July 1, 2008**

**\*2008-2011\***

## MEMBERS, OFFICERS AND STAFF

### A. BOARD OFFICERS, MEMBERS AND STAFF

#### 1. Board Members and Staff

James R. Wagner President

Janet Surmonte Vice President

Michael Beson

Angela H. Finch

Arthur Mahoney

Raymond Menell

Denise Parlamas

Cheri R. C. Roebuck

Anne Marie Sparaco

Thomas M. Pagano

Superintendent of Schools

Kenneth Jannarone

School Business Administrator/  
Board Secretary

Alan Schmoll, Capehart and Scatchard

Labor Attorney

#### 2. Board Negotiating Committee

Michael Beson

Chairperson

Arthur Mahoney

Raymond J. Menell

Janet Surmonte

### B. EDUCATION ASSOCIATION OFFICERS AND STAFF

#### 1. Education Association Officers

William Wishart

President

Gary Bahr

Vice President

Bea Kirk

Corresponding/Recording Secretary

Angela Santorsola

Treasurer

#### 2. Education Association Negotiating Committee

William Wishart

Gary Bahr

Chairperson

Angela Santorsola

Derrick Walter

Marie Dahrouge

JoAnn Strollo

Robin Ragucci

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**ARTICLE I**  
**RECOGNITION CLAUSE**  
***ALL GROUPS***

- A. Pursuant to the provisions of N.J.S.A. 34:13A-5.3, the Township of Ocean Board of Education recognizes the Township of Ocean Education Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all classroom teachers, guidance counselors, librarians, learning disability specialists, psychologists, social workers, reading teachers, speech teachers, occupational therapists, physical therapists, athletic coaching staff, extra-curricular activity advisors, behind-the-wheel driver education instructors, after school detention supervisors, nurses, data processing clerks, secretaries, secretary I, instructional assistants, bookkeepers, custodians, groundskeepers and maintenance personnel.
- B. Specifically excluded from representation by the Township of Ocean Education Association are the following: superintendent of schools, assistant superintendents of schools, assistant superintendent of schools: special services, school business administrator/board secretary, assistant school business administrator/board secretary, secretary to the school business administrator/board secretary, 2 human resource clerks-personnel, 1 human resource clerk-business office, principals, assistant principals, secretary to the superintendent, director of special projects, payroll manager, guidance director, supervisors, coordinators, cafeteria manager and workers, head custodians, bus drivers, bus mechanics, supervisor of transportation, asst. supervisor of transportation, bus dispatcher, substitute teachers, per diem and hourly employees not mentioned herein.
- C. Finally, unless otherwise indicated, the term "employee" when used hereafter in the Agreement, shall refer to all employees represented by the Association in the unit as defined above and references to males shall include females.
- D. The Association recognizes the Board of Education's right to create new bargaining unit positions and the Board of Education agrees that any such created positions during the life of the contract will be added to the contract and the hours and wages pertaining thereto shall be bargained by the parties and such mutual agreement incorporated into the contract.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**  
**AND DURATION OF AGREEMENT**  
*ALL GROUPS*

- A. The Association and the Board of Education shall mutually exchange their proposals for collective negotiations on or before November 15th of the calendar year proceeding the period of the proposed agreement. These proposals shall be submitted, in writing, for presentation to the Board and the Association. Following the submission of the written proposals the designated representatives of the Board and the Association shall meet thereafter at reasonable times and negotiate in good faith.
- B. During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counterproposals. In this connection, the Board will furnish the Association with all information in the public domain as soon as possible after the receipt of a request for such data.
- C. Neither party in any negotiations shall have the control over the selection of the negotiating representative of the other party.
- D. In accordance with State law, the Board agrees not to negotiate concerning employees in this bargaining unit with any organization, other than the Association, for the duration of this agreement.
- E. All meetings between the parties shall be regularly scheduled to take place on school property at a mutually agreed upon location and when employees involved are free from assigned duties unless otherwise agreed. When, however, both parties determine that a meeting shall be scheduled during the school day, the employee involved shall suffer no loss of pay.
- F. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Board and the Association, be signed by the Board and the Association and incorporated in this Agreement.
- G. This Agreement shall be binding on the Township of Ocean Board of Education (TOBE) and the Township of Ocean Education Association (TOEA) from July 1, 2008 to June 30, 2011.

**ARTICLE III**  
**GRIEVANCE DEFINITION - PROCEDURE**  
***ALL GROUPS***

- A. A grievance shall mean a complaint by an employee or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to the individual or the Association.
- B. A grievance to be considered under this procedure must be initiated within thirty calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if six months have elapsed since its actual occurrence.
- C. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- D. Since it is important that grievances be processed as rapidly as possible, the number of calendar days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year it could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as is practicable thereafter.

**PROCEDURE:**

- A. Any employee, or group of employees, who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally except in cases affecting the Association. The Association shall have the right to present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation shall be made through the Office of the Superintendent (or designee) as the Board's representative.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five calendar days, the latter shall set forth the grievance in writing to the administrator, specifying the following:
  - 1. the nature of the grievance and the injury, loss or inequity suffered
  - 2. the results of previous discussion
  - 3. his/her dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the administrator will send a copy of the grievance to the Office of the Superintendent who will forward a copy to the Association and the immediate supervisor involved. The Administrator will communicate his or her decision to the employee, the Association and the Superintendent of Schools, in writing, within five (5) calendar days of receipt of the written grievance.

- C. The employee may appeal the administrator's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the administrator as specified above and the dissatisfaction of the employee with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten calendar days. The superintendent shall communicate his decision, in writing, to the employee, the administrator and the Association.
- D. If the grievance is not resolved to the employee's satisfaction; the employee may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance. The Board shall hold a presentation with the employee and a decision shall be rendered, in writing, within twenty calendar days of receipt of the grievance by the Board or the date of the hearing, whichever comes later.
- E. If the Association determines that the grievance is meritorious and arises from any portion of the contract or its interpretation, it may submit the grievance to arbitration within fifteen calendar days after the receipt of the request by the aggrieved. (This means that only those grievances relating to the terms of this Agreement shall go to binding arbitration). Within ten calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, either party shall make a request for a list of arbitrators to the Public Employees Relations Commission. The parties shall then be bound by the rules of the Public Employees Relations Commission in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly. The arbitrator shall be requested to issue a decision not later than thirty 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. The arbitrator's decision shall be in writing and shall set forth findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision, which requires the commission of an act, prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be binding upon the Board and the Association. The costs for the services of the arbitrator shall be shared equally by the Board and the Association. Any other costs shall be paid by the party incurring them.

- F. At no point prior to an official hearing or meeting of the Board shall any employee or representative of said employee discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.
- G. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at any level and to state its views.
- H. The employees, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

- I. 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.
- J. If the conditions or terms of this Agreement are considered violated, the Board of Education shall also have the right to submit the alleged violations to binding arbitration in accordance with paragraph E of this section.
- K. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by an employee or the Association against any party in interest, any representative, any member of the Board of Education or its committees, or any other participant in the grievance procedure by reason of such participation.



**ARTICLE IV**  
**BOARD RIGHTS**  
***ALL GROUPS***

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to do the following:
1. to direct employees of the school district
  2. 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
  3. to relieve employees from duty because of lack of work or for other legitimate reasons
  4. to maintain the efficiency of the school district operations entrusted to them
  5. to determine the methods, means and personnel by which such operations are to be conducted
  6. to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency
- B. Participation by any member of the Association in a refusal to perform assigned duties shall be just cause for disciplinary action. Such action asserted by the Board or its Administration shall be proper subject matter for the grievance procedure as contained herein.
- C. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by law.

**ARTICLE V**  
**EMPLOYEE RIGHTS**  
***ALL GROUPS***

**PART A - TEACHERS**

- A. Pursuant to N.J.S.A. 34:13A-5.3, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the state of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, P.L. 1974 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates.
- B. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association and/or its agent present to advise him/her and represent him/her during such meetings or interviews. Any suspension of an employee pending charges shall be with full pay except in those instances not recommended by the Superintendent of Schools and not approved by the Board of Education because of charges involving moral turpitude or criminal offenses pursuant to N.J.S.A. 18A: 6-8.3 and any other relevant statutory provision.
- C. **PERSONNEL RECORDS:** The Township of Ocean Board of Education believes that complete personnel records should be maintained regarding all staff members. Copies of all evaluations, reports, requests for leave, absences, health reports and other pertinent information will be kept in the files located in the Office of the Superintendent of Schools. A staff member may, by appointment, review his personnel folder. However, references and other information given to the Superintendent of Schools in confidence from outside the school district will not be made available for review. References from within the district requested by employees also will not be available for review.
- D. **ADVANCEMENT:** When a vacancy for a promotional position (promotional position being defined as a position paying a salary differential and/or positions on the administrator supervisory level) arises, the Superintendent of Schools will:
1. Notify all staff members that a vacancy exists.
  2. List the minimum qualifications for the position in his notice.
  3. List the salary or salary range for each position in notice.
  4. Direct the candidates to make application to the Superintendent of schools.
  5. Send copies of vacancy announcements occurring within the unit to the Association president within a two-week notification period via certified mail.

E-mail notifications of Job Vacancies will be provided. Teachers will have the option of utilizing regular mail to receive vacancy announcements in place of the notification by electronic mail. If the District has the capability of notifying the teachers of job vacancies by telephone communication, then the teachers will be notified by one telephone communication for the vacancies.

- E. **ASSIGNMENTS AND TRANSFERS:** The best educational program results from the selection of a school faculty, which is well balanced in terms of the teacher's experience, background and competence. Assignments to all positions will be predicated upon the above statement.

Teachers will be provided with grade assignment, subject assignment and building assignment no later than the last day of school. In the event that a change must be made subsequent to such notification, the teacher will be notified and given an opportunity to meet and discuss the assignment or assignments with the administration.

A change in teaching position from one grade to another or from one school to another may be requested by the teacher affected, by the administrator of the teacher's school or may be initiated by the superintendent and his staff. The approval of the superintendent is required for any transfer from one building to another.

The principle criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the district. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.

The following is the procedure that applies to transfers:

1. Not later than April 20 of each school year, the Superintendent of Schools will make available to all staff personnel a list of the known vacancies, which will occur during the following school year.
2. Staff members who desire a transfer shall file a request in the form of a letter with the superintendent not later than May 1 of each year. If a staff member is to be transferred, the teacher and the administrator concerned will be notified in writing of the new assignment.
3. Supplemental lists of vacancies will be made available before the close of school in June. Staff members may apply in writing for these positions, as they become available.
4. If more than one staff member has applied for the same position, the teacher best qualified for that position shall be appointed.
5. If an administrator requests that a teacher be transferred, the transfer will be made only after a conference between the teacher and the superintendent. Reasons for the transfer will be given to the teacher at this meeting.
6. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the school district, length of service in the particular school building and other relevant factors including, among other things, state and/or federal

laws, rules regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

7. In those cases, where retraining is deemed necessary by the superintendent as a result of a transfer the cost of such retraining will be borne by the district.
8. Transfers because of changing enrollments or other unusual situations may be made at any time.
9. Pursuant to N.J.S.A. 18A: 25-1, no teaching staff member shall be transferred except by a recorded roll call vote of the full membership of the Board of Education.

#### F. SUPERVISION:

1. The Township of Ocean Board of Education believes that supervision of staff employees should be conducted professionally, openly and with the full knowledge of the individual employee. Supervision should be a positive and constructive help to a staff member in carrying out his/her duties.
2. Supervision will also be used to evaluate the performance of a staff member. Staff members are encouraged to take a positive interest in this important operation and to seek administrative assistance in solving their problems.

#### G. EVALUATION:

The administration is responsible for written evaluations of all employees. These responsibilities shall include the following:

1. Acquainting all teachers with the evaluative procedures and instruments during the first five weeks of school and advising all employees as to who shall observe and evaluate their performance.
2. Observing and evaluating all teaching personnel at least twice during the school year. Non-tenured teaching staff shall be observed and evaluated at least three times during each school year (but not less than once during each semester) prior to April 30<sup>th</sup> of each year pursuant to N.J.S.A. 18A:27-3.1 and N.J.A.C. 6.3-4.1
3. Presenting to the employee within five school days of the observation a written evaluation.
4. Having a conference within ten schools days of each observation with the staff member for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The written evaluation and the staff member's written comments, if any, signed by

both, shall become part of the individual's personnel file.

5. The employee shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference that will discuss the evaluation.
6. Preparing an annual evaluation report consistent with the requirements of the administrative code. This report shall include Professional Development Objectives which have been developed jointly by the staff member and the evaluator.

#### H. DISMISSAL OF A STAFF MEMBER:

Purpose: The dismissal policy shall ensure that the Board of Education may dismiss or not reemploy school personnel and that employees may be dismissed or not reemployed only after fair practices have been followed.

#### Procedures:

1. Tenure Teacher: The Board of Education shall follow the procedures outlined in N.J.S.A. 18A: 6-10, when dismissing a tenure teacher.
2. Non-Tenure Teacher
  - a. Each observation and evaluation shall be in writing and presented to the employee within five school days of the observation and evaluation.
  - b. Each observation and evaluation shall be followed within ten school days by a conference between the staff member and supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The written evaluation and the staff member's written comments, if any, signed by both, shall become a part of the individual's personnel file.
  - c. The provisions outlined in procedure "a" and "b" listed above shall be followed in both formal and informal observations.
  - d. Pursuant to N.J.S.A. 18A:27-10, on or before May 15<sup>th</sup> of each year, each non-tenured teaching staff member continuously employed by the Board of Education since the preceding September 30<sup>th</sup> shall receive either (1) a written offer of a contract for employment from the Board of Education for the next succeeding year or (2) a written notice from the Superintendent of Schools that such employment will not be offered.
  - e. Pursuant to N.J.S.A. 18A:27-3.2, any teaching staff member

receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen (15) days thereafter, request in writing a statement of the reasons for such non-employment, which shall be given to the teaching staff member in writing within thirty (30) days after receipt of such request.

- f. Pursuant to N.J.S.A.C. 6:3-4.2, whenever a non-tenured teaching staff member has requested in writing and has received a written statement of reasons for non-reappointment pursuant to N.J.S.A. 18A:27-3.2, he or she may request in writing an informal appearance before the Board of Education, which request must be submitted to the Board of Education within ten (10) days of the non-tenured teacher's receipt of the Board's statement of reasons. Such an informal appearance before the Board of Education shall be scheduled within thirty (30) calendar days from the teacher's receipt of the Board's statement of reasons. The purpose of the informal appearance by the teacher shall be to permit the teacher to convince the members of the Board of Education to offer re-employment. The proceeding shall be conducted in accordance with N.J.A.C. 6:3-4.2 and N.J.S.A. 10:4-12(b)(8). Within three days following the informal appearance, the Board of Education shall notify the affected teaching member, in writing, of its final determination.

#### I. REDUCTION IN FORCE:

Pursuant to N.J.S.A. 18A:28-9 et seq. the Board of Education shall have the right to reduce the number of teaching staff members employed in the District whenever, in the judgment of the Board of Education, it is advisable to abolish any such positions for reasons of economy or because of a reduction in the number of pupils or as a result of a change in the administrative or supervisory organization of the district or for other good cause upon compliance with the law. Dismissals resulting from any such reduction shall not be made for any reason of residence, age, sex, marriage, race, religion or political affiliation, but shall be made on the basis of seniority according to the standards established by the Commissioner of Education with the approval of the State Board of Education. The administration reserves the right of selectivity in excluding certain key positions from the reduction in force (RIF) process.

## **PART B - OFFICE PERSONNEL**

### 1. EVALUATION PROCEDURE

- A. All observation of the work performance of any office personnel shall be conducted openly and with full knowledge of the employee.
- B. The employee shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to the personnel office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form unless the subject employee's absence from work prevents such conference from taking place within five (5) working days of the completion of said report.
- C. The Township of Ocean Board of Education believes that complete personnel records should be maintained regarding all employees. Copies of all evaluations, reports, requests for leave, absences, health reports and other pertinent information will be kept in the files located in the office of the Superintendent of Schools. An employee may, upon written request, review his/her personnel folder. However, references and other information given to the Superintendent of Schools in confidence from outside the school district will not be made available for review.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in the latter's personnel file unless the employee has had an 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 employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- E. Supervisory reports shall be presented annually to employees by the Supervisor designated by the Superintendent in accordance with the following procedures:
  - 1. Such reports shall be issued in the name of the person designated and not in the name of the position and shall be based upon a compilation of reports or observations and of discussions with any or all supervisory personnel who come into contact with the person in the supervisory capacity.
  - 2. Such reports shall be addressed to the employee.
  - 3. Such reports shall be written in narrative form and shall include when pertinent:
    - a. strengths of the employee as evidenced during the period since the previous report
    - b. areas in need of improvement as evidenced during the period since the previous report
    - c. specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated
  - 4. Such supervisory reports are to be provided for non-tenure persons at least twice each year; the first not later than six (6) months and the last not later than twelve (12) months.

- F. Final evaluation of the employee upon termination of the latter's employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this article.

## 2. VACANCIES, NEW POSITIONS, TRANSFERS and REASSIGNMENTS

- A. Notice of all vacancies in office positions shall be posted in each school by the Superintendent of Schools within five days of:

- 1. receipt by Superintendent of Schools of a letter of resignation which has been acted upon by the Board
- 2. official Board action vacating a position or creating a new position within the school system

- B. The notice shall be posted for five work days. Interested employees shall proceed as follows:

- 1. notify immediate supervisor
- 2. apply in writing within five (5) working days

The notice shall state the name of the job and a short description of the same and shall be posted at all workstations. (This provision does not apply in the case of an employee requesting a change in classification in the position he/she holds.)

- C. The qualifications and abilities of employees who apply shall be evaluated.
- D. Employees desiring a change in work assignment shall make their request in writing to the immediate supervisor. These requests shall be granted wherever possible, but at the discretion of the Superintendent of Schools in the best interest of the school district. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfer when positions become available. Such requests shall be renewed annually.

## **PART C - CUSTODIANS, GROUNDS AND MAINTENANCE**

- A. Pursuant to N.J.S.A. 34:13A-5.3 the Board hereby agrees that every employee of the Board



shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-5.3 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

- B. Custodial, grounds and maintenance personnel covered by this agreement shall be entitled to obtain tenure only as set forth in N.J.S.A. 18A:17-3. Tenure as referred to in this agreement will occur after employment of three consecutive years together with employment of the beginning of the next succeeding year.

#### **PART - D – INSTRUCTIONAL ASSISTANTS AND SECRETARY I**

- A. Pursuant to N.J.S.A. 34:13A-5.3 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-5.3 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

**ARTICLE VI  
EMPLOYMENT  
ALL GROUPS**

**PART - A - TEACHERS**

The Board of Education believes that an adequate salary schedule is needed to secure and retain teachers who are competent and to encourage teachers in service to work for professional improvement.

**A. PLACEMENT ON SALARY SCHEDULE**

Teachers with previous experience in accredited public schools may receive some credit for this experience at the discretion of the Board of Education. In no case shall a new employee be placed above the level of a current employee with equal experience.

Each teacher is to be given full credit to the nearest full year for the total number of years of teaching when this experience is properly verified and attested to by the Superintendent of Schools. Only one partial year may be counted towards a full year of credit. This credit is subject to the following provisions:

1. To count as experience within the district the teaching must have started on or before the first teaching day in February.
2. To count as experience teaching service outside the district must total ninety or more full-time working days in one school year.

The Board of Education may, upon recommendation of the Superintendent of Schools approve for placement on the salary guide teaching experience in non-public schools. The applicant will receive credit for one step on the salary guide for each year of teaching. No applicant will receive credit for more than four steps on the salary guide for non-public school experience. To qualify for such prior experience credit, the teacher must have been fully certified and must have been employed on a full-time basis.

The Board of Education may, upon recommendation of the Superintendent of Schools, approve for placement on the salary guide, work in industry, which is directly related to the teaching position for which the applicant is applying. The applicant will receive credit for one step on the salary guide for every one year of approved related experience. No applicant will receive credit for more than eight years on the salary guide for related industrial experience provided no new hire shall be placed higher than that of a current employee with similar experience.

Military experience or service will be counted as equivalent to teaching experience for the purpose of placement on this guide (four-year limit).

To qualify for placement on the Doctorate guide, the advanced doctorate degree must be in Education or in their respective current field of teaching.

## B. RECLASSIFICATION, NEW PLACEMENT

There shall be twice yearly column adjustments on graduate credit effective July 1<sup>st</sup> and February 1<sup>st</sup> of each fiscal year.

It shall be the responsibility of the teacher to inform the Superintendent of Schools regarding any change or contemplated change in training level before May 1<sup>st</sup> in the case of a July column adjustment in the following school year and before December 1<sup>st</sup> in the case of a February column adjustment in the following school year. Evidence of such changes shall be submitted to the Superintendent of Schools not later than June 30<sup>th</sup> of each year in the case of a July adjustment and not later than January 15<sup>th</sup> of each year in the case of a February column adjustment. A new contract will be issued only if these requirements are met.

The Board of Education reserves the right to withhold any part of an increment and/or adjustment up to the maximum increase provided in the salary schedule. The amount of the increment and/or adjustment granted by the Board shall be based upon the recommendations made by the Superintendent. The withholding of any increment and/or adjustment shall be subject to the provisions of N.J.S.A. 18A:29-14 and N.J.A.C.6:24-4.1.

An outstanding teacher may receive an additional increment beyond the regular increment in a given year upon recommendation of the Superintendent and with the approval of the Board of Education.

All courses beyond the bachelor's degree level must be approved by the Superintendent in order for these courses to count for advancement on the salary schedule.

## **PART - B – OFFICE PERSONNEL**

### 1. CREDIT FOR PRIOR WORK EXPERIENCE

- a. One year's credit shall be given on the salary guide for one year experience in the same guide for one year experience in the same type of position in a public school system.
- b. The Board of Education may grant credit for outside work experience on a 1 for 1 basis, up to a total of six years in industry or other public work which does not include a public school system, provided no new hire shall be placed higher than that of a current employee of similar experience.

### 2. CREDIT LIMITATIONS

Credit for prior work experience shall be limited to a maximum of six years.

## **PART - C – CUSTODIAL, GROUNDS & MAINTENANCE**

### **1. CREDIT FOR PRIOR WORK EXPERIENCE**

The Board of Education may grant credit for outside work experience in a similar field to custodians, maintenance and groundskeepers on a 1 for 1 basis, up to a total of six years, provided no new hire shall be placed higher than that of a current employee with similar experience.

This provision may also apply to maintenance personnel who undertake and complete certificated educational or vocational programs directly related to this specific trade.

The criteria for granting credit for such educational programs shall include:

- 1) The type of educational program presented.
- 2) The relationship of the program to the employee's current position.
- 3) The number of credit hours involved.
- 4) The value of the program in relationship to the need of the district.

This provision shall apply only to maintenance positions requiring specific skills and may be granted at the discretion of the Board of Education.

### **2. CREDIT LIMITATIONS:**

Credit for prior work experience shall be limited to a maximum of six years.

3. Any custodian, maintenance or grounds person whose job requires him/her to take a class or test for the continuation or enhancement of that job, such requirement will be paid at the expense of the Board.

## **PART - D – INSTRUCTIONAL ASSISTANTS AND SECRETARY I**

1. The Board of Education may grant credit for outside work experience in a similar field on a 1 for 1 basis, up to a total of six years, provided no new hire shall be placed higher than that of a current employee with similar experience.
2. Any Instructional Assistant who the Board of Education requires to take professional development courses and/or tests in order to comply with new ESEA legislation will have such courses/test paid at the expense of the Board and will be granted paid leave to attend.

## **PART –E- SALARIES AND SALARY GUIDES**

The Township of Ocean Board of Education and the Township of Ocean Education Association have agreed to the following salary guides for the 2008-2009, 2009-2010 and 2010-2011 school year: (See Exhibits A, B, C, D, E, F, and G).

All salaried ten month employees will have an option of 10 month 20 pay periods or 12 month 24 pay periods, with certain administrative restrictions including no direct deposit, non-interest bearing account, opt in/out only at the end of the year and must reenroll every June for the following year.

**TEACHERS' SALARY GUIDE**  
**2008-2009**  
**EXHIBIT A-1**

The "Years of Service" column in Exhibits A-1; A-2; and A-3 is used to determine maximum salary level placement for new staff members.

<b>Years of Service as of June 30 2008</b>	<b>Step</b>	<b>BA</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 30</b>	<b>Ed. D</b>
<b>0</b>	<b>1</b>	45,980	47,880	49,780	51,680	53,580
<b>1</b>	<b>2</b>	46,180	48,080	49,980	51,880	53,780
<b>2-3</b>	<b>3-4</b>	46,380	48,280	50,180	52,080	53,980
<b>4-5</b>	<b>5-6</b>	46,960	48,860	50,760	52,660	54,560
<b>6</b>	<b>7</b>	47,960	49,860	51,760	53,660	55,560
<b>7</b>	<b>8</b>	49,160	51,060	52,960	54,860	56,760
<b>8</b>	<b>9</b>	51,820	53,720	55,620	57,520	59,420
<b>9</b>	<b>10</b>	54,530	56,430	58,330	60,230	62,130
<b>10</b>	<b>11</b>	57,290	59,190	61,090	62,990	64,890
<b>11</b>	<b>12</b>	60,100	62,000	63,900	65,800	67,700
<b>12</b>	<b>13</b>	62,960	64,860	66,760	68,660	70,560
<b>13</b>	<b>14</b>	65,870	67,770	69,670	71,570	73,470
<b>14</b>	<b>15</b>	68,830	70,730	72,630	74,530	76,430
<b>15</b>	<b>16</b>	71,840	73,740	75,640	77,540	79,440
<b>16</b>	<b>17</b>	74,900	76,800	78,700	80,600	82,500
<b>17</b>	<b>18</b>	78,010	79,910	81,810	83,710	85,610

**TEACHERS' SALARY GUIDE**  
**2009-2010**  
**EXHIBIT A-2**

The "Years of Service" column in Exhibits A-1; A-2; and A-3 is used to determine maximum salary level placement for new staff members.

<u>Years of Service</u> <u>as of</u> <u>June 30, 2009</u>	<u>Step</u>	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>	<u>Ed. D</u>
<b>0</b>	<b>1</b>	47,725	49,650	51,575	53,500	55,425
<b>1</b>	<b>2</b>	47,925	49,850	51,775	53,700	55,625
<b>2</b>	<b>3</b>	48,125	50,050	51,975	53,900	55,825
<b>3-4</b>	<b>4-5</b>	48,325	50,250	52,175	54,100	56,025
<b>5-6</b>	<b>6-7</b>	49,545	51,470	53,395	55,320	57,245
<b>7</b>	<b>8</b>	50,745	52,670	54,595	56,520	58,445
<b>8</b>	<b>9</b>	53,395	55,320	57,245	59,170	61,095
<b>9</b>	<b>10</b>	56,095	58,020	59,945	61,870	63,795
<b>10</b>	<b>11</b>	58,845	60,770	62,695	64,620	66,545
<b>11</b>	<b>12</b>	61,645	63,570	65,495	67,420	69,345
<b>12</b>	<b>13</b>	64,495	66,420	68,345	70,270	72,195
<b>13</b>	<b>14</b>	67,395	69,320	71,245	73,170	75,095
<b>14</b>	<b>15</b>	70,345	72,270	74,195	76,120	78,045
<b>15</b>	<b>16</b>	73,345	75,270	77,195	79,120	81,045
<b>16</b>	<b>17</b>	76,395	78,320	80,245	82,170	84,095
<b>17</b>	<b>18</b>	79,495	81,420	83,345	85,270	87,195

**TEACHERS' SALARY GUIDE**  
**2010-2011**  
**EXHIBIT A-3**

The "Years of Service" column in Exhibits A-1; A-2; and A-3 is used to determine maximum salary level placement for new staff members.

<b><u>Years of Service</u></b> <b><u>as of</u></b> <b><u>June 30, 2010</u></b>	<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>BA + 30</u></b>	<b><u>MA</u></b>	<b><u>MA + 30</u></b>	<b><u>Ed. D</u></b>
<b>0</b>	<b>1</b>	50,000	51,950	53,900	55,850	57,800
<b>1</b>	<b>2</b>	50,200	52,150	54,100	56,050	58,000
<b>2</b>	<b>3</b>	50,400	52,350	54,300	56,250	58,200
<b>3</b>	<b>4</b>	50,600	52,550	54,500	56,450	58,400
<b>4-5</b>	<b>5-6</b>	50,800	52,750	54,700	56,650	58,600
<b>6-7</b>	<b>7-8</b>	52,100	54,050	56,000	57,950	59,900
<b>8</b>	<b>9</b>	54,790	56,740	58,690	60,640	62,590
<b>9</b>	<b>10</b>	57,500	59,450	61,400	63,350	65,300
<b>10</b>	<b>11</b>	60,250	62,200	64,150	66,100	68,050
<b>11</b>	<b>12</b>	63,050	65,000	66,950	68,900	70,850
<b>12</b>	<b>13</b>	65,900	67,850	69,800	71,750	73,700
<b>13</b>	<b>14</b>	68,800	70,750	72,700	74,650	76,600
<b>14</b>	<b>15</b>	71,750	73,700	75,650	77,600	79,550
<b>15</b>	<b>16</b>	74,750	76,700	78,650	80,600	82,550
<b>16</b>	<b>17</b>	77,800	79,750	81,700	83,650	85,600
<b>17</b>	<b>18</b>	80,900	82,850	84,800	86,750	88,700



**ATHLETIC PROGRAM SALARY GUIDE  
2008-2009  
EXHIBIT B-1**

**FREEZE ON STEP**

	<b><u>1st YEAR</u></b>	<b><u>2nd YEAR</u></b>	<b><u>3rd YEAR</u></b>	<b><u>4th YEAR</u></b>	<b><u>5th YEAR</u></b>
<b><u>GROUP I</u></b>					
<b><u>Head</u></b>	\$6,171.	\$6,418.	\$6,675.	\$6,942.	\$7,220.
Assistant to Athletic Director, Football, Basketball, Wrestling, Trainer					

<b><u>Assistant</u></b>	\$4,937.	\$5,134.	\$5,340.	\$5,554.	\$6,072.
Football, Basketball, Wrestling					

**GROUP II**

<b><u>Head</u></b>	\$5,554.	\$5,776.	\$6,008.	\$6,248.	\$6,384.
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Swimming					

<b><u>Assistant</u></b>	\$4,472.	\$4,621.	\$4,806.	\$4,998.	\$5,710.
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Jr. High Coord., Swimming					

**GROUP III**

<b><u>Head</u></b>	\$5,245.	\$5,455.	\$5,674.	\$5,901.	\$6,137.
Cross Country, Golf, Tennis					

<b><u>Assistant</u></b>	\$4,213.	\$4,364.	\$4,539.	\$4,721.	\$5,390.
Cross Country, Golf, Tennis					

**GROUP IV**

<b><u>Head</u></b>	\$4,937.	\$5,134.	\$5,340.	\$5,554.	\$5,776.
Bowling, Cheering					

<b><u>Assistant</u></b>	\$4,162.	\$4,187.	\$4,272.	\$4,443.	\$5,155.
Bowling, Cheering					

**ATHLETIC PROGRAM SALARY GUIDE  
2009-2010  
EXHIBIT B-2**

**FREEZE ON STEP**

	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>
<b><u>GROUP I</u></b>					
<b><u>Head</u></b>	<b>\$6,336.</b>	<b>\$6,589.</b>	<b>\$6,853.</b>	<b>\$7,127.</b>	<b>\$7,412.</b>
Assistant to Athletic Director, Football, Basketball, Wrestling, Trainer					
<b><u>Assistant</u></b>	<b>\$5,069.</b>	<b>\$5,271.</b>	<b>\$5,482.</b>	<b>\$5,702.</b>	<b>\$6,123.</b>
Football, Basketball, Wrestling					

**GROUP II**

<b><u>Head</u></b>	<b>\$5,702.</b>	<b>\$5,930.</b>	<b>\$6,168.</b>	<b>\$6,414.</b>	<b>\$6,671.</b>
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Swimming					
<b><u>Assistant</u></b>	<b>\$4,562.</b>	<b>\$4,744.</b>	<b>\$4,934.</b>	<b>\$5,131.</b>	<b>\$5,760.</b>
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Jr. High Coord., Swimming					

**GROUP III**

<b><u>Head</u></b>	<b>\$5,386.</b>	<b>\$5,601.</b>	<b>\$5,825.</b>	<b>\$6,058.</b>	<b>\$6,300.</b>
Cross Country, Golf, Tennis					
<b><u>Assistant</u></b>	<b>\$4,309.</b>	<b>\$4,481.</b>	<b>\$4,660.</b>	<b>\$4,846.</b>	<b>\$5,444.</b>
Cross Country, Golf, Tennis					

**GROUP IV**

<b><u>Head</u></b>	<b>\$5,069.</b>	<b>\$5,271.</b>	<b>\$5,482.</b>	<b>\$5,702.</b>	<b>\$5,930.</b>
Bowling, Cheering					
<b><u>Assistant</u></b>	<b>\$4,162.</b>	<b>\$4,217.</b>	<b>\$4,386.</b>	<b>\$4,562.</b>	<b>\$5,209.</b>
Bowling, Cheering					

**ATHLETIC PROGRAM SALARY GUIDE  
2010-2011  
EXHIBIT B-3**

**FREEZE ON STEP**

	<b><u>1st YEAR</u></b>	<b><u>2nd YEAR</u></b>	<b><u>3rd YEAR</u></b>	<b><u>4th YEAR</u></b>	<b><u>5th YEAR</u></b>
<b><u>GROUP I</u></b>					
<b><u>Head</u></b>	<b>\$6,517.</b>	<b>\$6,778.</b>	<b>\$7,049.</b>	<b>\$7,331.</b>	<b>\$7,624.</b>
Assistant to Athletic Director, Football, Basketball, Wrestling, Trainer					

<b><u>Assistant</u></b>	<b>\$5,214.</b>	<b>\$5,422.</b>	<b>\$5,639.</b>	<b>\$5,865.</b>	<b>\$6,173.</b>
Football, Basketball, Wrestling					

**GROUP II**

<b><u>Head</u></b>	<b>\$5,865.</b>	<b>\$6,100.</b>	<b>\$6,344</b>	<b>\$6,598.</b>	<b>\$6,862.</b>
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Swimming					

<b><u>Assistant</u></b>	<b>\$4,692.</b>	<b>\$4,880.</b>	<b>\$5,075.</b>	<b>\$5,278.</b>	<b>\$5,810.</b>
Baseball, Field Hockey, Gymnastics, Lacrosse, Soccer, Softball, Track, Jr. High Coord., Swimming					

**GROUP III**

<b><u>Head</u></b>	<b>\$5,539.</b>	<b>\$5,761.</b>	<b>\$5,992.</b>	<b>\$6,231.</b>	<b>\$6,480.</b>
Cross Country, Golf, Tennis					

<b><u>Assistant</u></b>	<b>\$4,431.</b>	<b>\$4,609.</b>	<b>\$4,794.</b>	<b>\$4,985.</b>	<b>\$5,496.</b>
Cross Country, Golf, Tennis					

**GROUP IV**

<b><u>Head</u></b>	<b>\$5,214.</b>	<b>\$5,422.</b>	<b>\$5,639.</b>	<b>\$5,865.</b>	<b>\$6,099.</b>
Bowling, Cheering					

<b><u>Assistant</u></b>	<b>\$4,171.</b>	<b>\$4,338.</b>	<b>\$4,511.</b>	<b>\$4,692.</b>	<b>\$5,260.</b>
Bowling, Cheering					

**NON-ATHLETIC PROGRAM SALARY GUIDE  
2008-2009  
EXHIBIT C-1**

**FREEZE ON STEP**

	<b><u>1st YEAR</u></b>	<b><u>2nd YEAR</u></b>	<b><u>3rd YEAR</u></b>	<b><u>4th YEAR</u></b>	<b><u>5th YEAR</u></b>
<b><u>GROUP I</u></b>	<b>\$4,750.</b>	<b>\$4,869.</b>	<b>\$4,991.</b>	<b>\$5,116.</b>	<b>\$5,656.</b>
Band Director, Drama Director, Stage Crew Manager, Light/Tech Manager, Choral Director, DECA Club, Yearbook Advisor, Yearbook Bus. Manager, Forensics Director, Natl. Honor Society, Newspaper Advisor, Newspaper Advisor Intermediate School, Student Council Advisor, Senior Class Advisor, Site Manager, Literary Magazine Editor, Cable Youth Network.					

<b><u>GROUP II</u></b>	<b>\$4,467.</b>	<b>\$4,579</b>	<b>\$4,693.</b>	<b>\$4,805.</b>	<b>\$5,453.</b>
Band Front, Computer Club, Junior Class Advisor, Key Club Advisor, Chess Club Advisor, Yearbook Advisor Intermediate School, Stage Crew Intermediate School					

<b><u>GROUP III</u></b>	<b>\$4,367.</b>	<b>\$4,476.</b>	<b>\$4,588.</b>	<b>\$4,703.</b>	<b>\$5,090.</b>
African American History Club, Assistant Band Director, Assistant Forensics, Asst. National Honor Society, School Store Manager, Instrumental Director, Vocal Director, Varsity Club Advisor, Sophomore Class Advisor, Freshman Class Advisor, Band Director Intermediate School, Chorus Director Intermediate School, Assistant Drama Director, Student Council Intermediate School, Math Club Intermediate School, Chorus Wanamassa, Chorus Wayside, Chorus OTES, Olympics of the Mind/Academic Team, M.O.T.H.S., Literary Magazine Advisor Intermediate School, Forensics Intermediate School					

<b><u>GROUP IV</u></b>	<b>\$2,687.</b>	<b>\$2,687.</b>	<b>\$2,687.</b>	<b>\$2,687.</b>	<b>\$2,687.</b>
Italian Club Advisor, French Club Advisor, Spanish Club Advisor, Latin Club Advisor, S.A.D.D., Science Research Club, Band Dir. Way/OTES, Band Dir. Wanamassa, Pride Club Intermediate School, German Club, Assistant Drama Director Intermediate School, Youth in Government, Intergenerational Club, Marching Band High School, Coffee House.					

Any employee who organized a new club with the approval of the Administration and Board of Education and voluntarily worked with a group of students for one year as an advisor of a club or an activity not currently listed on the salary schedule, shall be eligible to apply to the Board of Education with the recommendation of the Superintendent of Schools.

**NON-ATHLETIC PROGRAM SALARY GUIDE  
2009-2010  
EXHIBIT C-2**

**NO FREEZE**

	<b><u>1st YEAR</u></b>	<b><u>2nd YEAR</u></b>	<b><u>3rd YEAR</u></b>	<b><u>4th YEAR</u></b>	<b><u>5th YEAR</u></b>
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**GROUP I**

	<b>\$4,798.</b>	<b>\$4,918.</b>	<b>\$5,041.</b>	<b>\$5,167.</b>	<b>\$5,707.</b>
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Band Director, Drama Director, Stage Crew Manager, Light/Tech Manager, Choral Director, DECA Club, Yearbook Advisor, Yearbook Bus. Manager, Forensics Director, Natl. Honor Society, Newspaper Advisor, Newspaper Advisor Intermediate School, Student Council Advisor, Senior Class Advisor, Site Manager, Literary Magazine Editor, Cable Youth Network.

**GROUP II**

	<b>\$4,498.</b>	<b>\$4,618.</b>	<b>\$4,741.</b>	<b>\$5,112.</b>	<b>\$5,495.</b>
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Band Front, Computer Club, Junior Class Advisor, Key Club Advisor, Chess Club Advisor, Yearbook Advisor Intermediate School, Stage Crew Intermediate School

**GROUP III**

	<b>\$4,404.</b>	<b>\$4,514.</b>	<b>\$4,627.</b>	<b>\$4,743.</b>	<b>\$5,136.</b>
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African American History Club, Assistant Band Director, Assistant Forensics, Asst. National Honor Society, School Store Manager, Instrumental Director, Vocal Director, Varsity Club Advisor, Sophomore Class Advisor, Freshman Class Advisor, Band Director Intermediate School, Chorus Director Intermediate School, Assistant Drama Director, Student Council Intermediate School, Math Club Intermediate School, Chorus Wanamassa, Chorus Wayside, Chorus OTES, Olympics of the Mind/Academic Team, M.O.T.H.S., Literary Magazine Advisor Intermediate School, Forensics Intermediate School

**GROUP IV**

	<b>\$2,796.</b>	<b>\$2,796.</b>	<b>\$2,796.</b>	<b>\$2,796.</b>	<b>\$2,796.</b>
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Italian Club Advisor, French Club Advisor, Spanish Club Advisor, Latin Club Advisor, S.A.D.D., Science Research Club, Band Dir. Way/OTES, Band Dir. Wanamassa, Pride Club Intermediate School, German Club, Assistant Drama Director Intermediate School, Youth in Government, Intergenerational Club, Marching Band High School, Coffee House.

Any employee who organized a new club with the approval of the Administration and Board of Education and voluntarily worked with a group of students for one year as an advisor of a club or an activity not currently listed on the salary schedule, shall be eligible to apply to the Board of Education with the recommendation of the Superintendent of Schools.

**NON-ATHLETIC PROGRAM SALARY GUIDE  
2010-2011  
EXHIBIT C-3**

	<u><b>1st YEAR</b></u>	<u><b>2nd YEAR</b></u>	<u><b>3rd YEAR</b></u>	<u><b>4th YEAR</b></u>	<u><b>5th YEAR</b></u>
<b><u>GROUP I</u></b>	<b>\$4,825.</b>	<b>\$4,946.</b>	<b>\$5,070.</b>	<b>\$5,197.</b>	<b>\$5,748.</b>
Band Director, Drama Director, Stage Crew Manager, Light/Tech Manager, Choral Director, DECA Club, Yearbook Advisor, Yearbook Bus. Manager, Forensics Director, Natl. Honor Society, Newspaper Advisor, Newspaper Advisor Intermediate School, Student Council Advisor, Senior Class Advisor, Site Manager, Literary Magazine Editor, Cable Youth Network.					
<b><u>GROUP II</u></b>	<b>\$4,675.</b>	<b>\$4,796.</b>	<b>\$4,920.</b>	<b>\$5,047.</b>	<b>\$5,524.</b>
Band Front, Computer Club, Junior Class Advisor, Key Club Advisor, Chess Club Advisor, Yearbook Advisor Intermediate School, Stage Crew Intermediate School					
<b><u>GROUP III</u></b>	<b>\$4,431.</b>	<b>\$4,542.</b>	<b>\$4,656.</b>	<b>\$4,773.</b>	<b>\$5,173.</b>
African American History Club, Assistant Band Director, Assistant Forensics, Asst. National Honor Society, School Store Manager, Instrumental Director, Vocal Director, Varsity Club Advisor, Sophomore Class Advisor, Freshman Class Advisor, Band Director Intermediate School, Chorus Director Intermediate School, Assistant Drama Director, Student Council Intermediate School, Math Club Intermediate School, Chorus Wanamassa, Chorus Wayside, Chorus OTES, Olympics of the Mind/Academic Team, M.O.T.H.S., Literary Magazine Advisor Intermediate School, Forensics Intermediate School					
<b><u>GROUP IV</u></b>	<b>\$2,874.</b>	<b>\$2,874.</b>	<b>\$2,874.</b>	<b>\$2,874.</b>	<b>\$2,874.</b>
Italian Club Advisor, French Club Advisor, Spanish Club Advisor, Latin Club Advisor, S.A.D.D., Science Research Club, Band Dir. Way/OTES, Band Dir. Wanamassa, Pride Club Intermediate School, German Club, Assistant Drama Director Intermediate School, Youth in Government, Intergenerational Club, Marching Band High School, Coffee House.					

Any employee who organized a new club with the approval of the Administration and Board of Education and voluntarily worked with a group of students for one year as an advisor of a club or an activity not currently listed on the salary schedule, shall be eligible to apply to the Board of Education with the recommendation of the Superintendent of Schools.

**OTHER SALARY SCHEDULES**  
**2008-2009, 2009-2010, 2010-2011**  
**EXHIBIT D**

1. Teachers who perform intramural and co-curricular duties shall be paid at the rate of \$24.00 per hour. If the teacher cannot perform such duties through no fault of the teacher then the latter shall be paid the stipend for one hour.
2. Emergency coverage shall be compensated at the rate of \$24.00 per hour.
3. Home Instruction duties shall receive \$35.00 per hour.
4. Mileage incurred shall be reimbursed at the State of NJ Rate currently .31 cents per mile.
5. Chaperones for evening activities shall receive a stipend of \$50.00 per event for school dances, duration of student musicals and dramatic programs. Chaperones for overnight trips shall be compensated at the rate of \$150.00. Paid advisors to Extra Curricular activities are excluded from overnight stipends when they are supervising students involved in their club activity.
6. After school detention advisors shall be compensated at the rate of \$28.00 per hour. This rate applies to High School and Intermediate School.
7. School psychologist will receive a stipend of \$700.00 per year. Any new psychologists that may be hired by the district after July 1, 1995 will not receive this stipend.
8. Homework Club duties shall receive \$28.00 per hour.
9. Sports Physicals duties shall receive \$28.00 per hour.
10. Curriculum Development duties shall receive \$30.00 per hour, opportunities to work on curriculum development will be posted in a manner consistent with the handling of other vacancies.
11. In-service Instructor duties shall receive \$50.00 per hour.

**OFFICE PERSONNEL SALARY GUIDE**  
**2008- 2009**  
**EXHIBIT E-1**

<b>Step</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary III</b>	<b>A/P, A/R Clerks</b>
1-2	15,180	28,130	34,550	38,910
3-4	15,750	28,700	35,090	39,460
5	16,320	29,270	35,630	40,010
6	16,890	29,840	36,170	40,560
7	17,260	30,410	36,710	41,110
8	17,490	30,980	37,250	41,660
9	17,960	31,550	37,790	42,210
10	18,430	32,120	38,330	42,760
11	18,900	32,690	38,870	43,310
12	19,370	33,260	39,410	43,860
13	19,840	33,830	39,950	44,410
14	20,310	34,400	40,490	44,960
15	20,780	34,970	41,030	45,510
16		35,540	41,570	46,060
17		36,110	42,110	46,610
18		36,680	42,650	47,160
19		37,250	43,190	47,710
20		37,820	43,730	48,260
21		38,390	44,270	48,810
22		38,960	44,810	49,360
23		39,530	45,350	49,910
24		40,100	45,890	50,460
25		40,670	47,510	52,110
*OG 1	21,439	44,045		
*OG 2		45,155		
*OG 3			51,140	

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

Secretary I is a non-tenurable position and is based on a five hour workday, 182 days a year.



**OFFICE PERSONNEL SALARY GUIDE**  
**2009- 2010**  
**EXHIBIT E-2**

<b>Step</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary III</b>	<b>A/P, A/R Clerks</b>
1	16,720	29,690	36,530	41,130
2-3	16,920	29,890	36,730	41,330
4-5	17,120	30,090	36,930	41,530
6	17,670	30,640	37,480	42,080
7	18,220	31,190	38,030	42,630
8	18,770	31,740	38,580	43,180
9	19,320	32,290	39,130	43,730
10	19,870	32,840	39,680	44,280
11	20,420	33,390	40,230	44,830
12	20,970	33,940	40,780	45,380
13	21,520	34,490	41,330	45,930
14	22,070	35,040	41,880	46,480
15	22,620	35,590	42,430	47,030
16		36,165	43,005	47,605
17		36,740	43,580	48,180
18		37,315	44,155	48,755
19		37,890	44,730	49,330
20		38,280	45,120	49,720
21		38,670	45,510	50,110
22		39,470	46,310	50,910
23		40,270	47,110	51,710
24		41,070	47,910	52,510
25		41,870	48,710	53,310
*OG 1	22,639	45,245		
*OG 2		46,355		
*OG 3			52,340	

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

Secretary I is a non-tenurable position and is based on a five hour workday, 182 days a year.

**OFFICE PERSONNEL SALARY GUIDE**  
**2010- 2011**  
**EXHIBIT E-3**

<b>Step</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary III</b>	<b>A/P, A/R Clerks</b>
1-2	18,690	31,690	38,530	43,130
3-4	18,890	31,890	38,730	43,330
5-6	19,090	32,090	38,930	43,530
7	19,290	32,290	39,130	43,730
8	19,795	32,795	39,635	44,235
9	20,370	33,370	40,210	44,810
10	20,945	33,945	40,785	45,385
11	21,520	34,520	41,360	45,960
12	22,095	35,095	41,935	46,535
13	22,670	35,670	42,510	47,110
14	23,245	36,245	43,085	47,685
15	23,820	36,820	43,660	48,260
16		37,110	43,950	48,550
17		37,610	44,450	49,050
18		38,185	45,025	49,625
19		38,760	45,600	50,200
20		39,335	46,175	50,775
21		39,910	46,750	51,350
22		40,700	47,540	52,140
23		41,490	48,330	52,930
24		42,280	49,120	53,720
25		43,070	49,910	54,510
*OG 1	23,839	46,445		
*OG 2		47,555		
*OG 3			53,540	

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

Secretary I is a non-tenurable position and is based on a five hour workday, 182 days a year.

**CUSTODIAL, MAINTENANCE, GROUNDS SALARY GUIDES  
2008-2009  
EXHIBIT F-1**

<b>Step</b>	<b>Custodian I</b>	<b>Custodian II</b>	<b>Grounds</b>	<b>Maintenance</b>
1-2	28,300		41,641	44,960
3-4	28,960		42,301	45,620
5-6	29,620		42,961	46,280
7	30,280		43,621	46,940
8	30,940		44,281	47,600
9	31,600		45,381	48,260
10	32,260		46,481	49,271
11	32,920		47,581	50,371
12	33,580	39,255	48,681	51,471
13	34,240	40,380	49,781	52,571
14	34,900	41,505	50,881	53,671
15	35,560	43,560	51,981	54,771
*OG 1				55,771
*OG 2		49,560		

Black Seal Boiler License	\$1,300
Black Seal-In-Charge Boiler License	\$1,550
Electrician	\$6,200
HVAC	\$6,200
Master Plumber License	\$6,200
Head Groundskeeper	\$4,200
Pesticide & Fertilizer License	\$700
<i>Head Custodians-In-Charge</i>	
High School	\$3,200
Night Custodian-In-Charge (H.S.)	\$1,900
Junior High School	\$3,200
Night Custodian-In-Charge (Junior H.S.)	\$1,900
Ocean Township Elementary School	\$3,200
Wayside School	\$3,200
Wanamassa School	\$3,200

If a CDL is required by the school district, the cost of the license will be paid for by the Board of Education.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

**CUSTODIAL, MAINTENANCE, GROUNDS SALARY GUIDES**  
**2009-2010**  
**EXHIBIT F-2**

<b>Step</b>	<b>Custodian I</b>	<b>Custodian II</b>	<b>Grounds</b>	<b>Maintenance</b>
1	28,680		43,061	46,191
2-3	29,440		43,821	46,951
4-5	30,200		44,581	47,711
6-7	30,960		45,341	48,471
8	31,720		46,101	49,231
9	32,480		46,861	49,991
10	33,240		47,961	50,751
11	34,000		49,061	51,851
12	34,760		50,161	52,951
13	35,520	41,195	51,261	54,051
14	36,280	42,420	52,361	55,151
15	37,040	45,040	53,461	56,251
*OG 1				57,221
*OG 2		51,010		

Black Seal Boiler License	\$1,300
Black Seal-In-Charge Boiler License	\$1,550
Electrician	\$6,200
HVAC	\$6,200
Master Plumber License	\$6,200
Head Groundskeeper	\$4,200
Pesticide & Fertilizer License	\$700
<i>Head Custodians-In-Charge</i>	
High School	\$3,200
Night Custodian-In-Charge (H.S.)	\$1,900
Junior High School	\$3,200
Night Custodian-In-Charge (Junior H.S.)	\$1,900
Ocean Township Elementary School	\$3,200
Wayside School	\$3,200
Wanamassa School	\$3,200

If a CDL is required by the school district, the cost of the license will be paid for by the Board of Education.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

**CUSTODIAL, MAINTENANCE, GROUNDS SALARY GUIDES  
2010-2011  
EXHIBIT F-3**

<b>Step</b>	<b>Custodian I</b>	<b>Custodian II</b>	<b>Grounds</b>	<b>Maintenance</b>
1-2	30,995		45,716	48,875
3-4	31,755		46,476	49,635
5-6	32,515		47,236	50,395
7-8	33,275		47,996	51,155
9	34,035		48,756	51,915
10	34,795		49,516	52,675
11	35,555		50,616	53,435
12	36,315		51,716	54,506
13	37,075		52,816	55,606
14	37,835	43,510	53,916	56,706
15	38,595	46,595	55,016	57,806
*OG 1				58,776
*OG 2		52,565		

Black Seal Boiler License	\$1,300
Black Seal-In-Charge Boiler License	\$1,550
Electrician	\$6,200
HVAC	\$6,200
Master Plumber License	\$6,200
Head Groundskeeper	\$4,200
Pesticide & Fertilizer License	\$700
<i>Head Custodians-In-Charge</i>	
High School	\$3,200
Night Custodian-In-Charge (H.S.)	\$1,900
Junior High School	\$3,200
Night Custodian-In-Charge (Junior H.S.)	\$1,900
Ocean Township Elementary School	\$3,200
Wayside School	\$3,200
Wanamassa School	\$3,200

If a CDL is required by the school district, the cost of the license will be paid for by the Board of Education.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

**INSTRUCTIONAL ASSISTANTS GUIDE  
2008- 2009  
EXHIBIT G-1**

<b>Step</b>	<b>Instructional Assistants</b>
1	18,947
2	19,197
3-6	19,697
7	20,097
8	20,532
9	21,032
10	21,532
11	22,032
12	22,982
13	23,982
14	24,982
15	25,982
16	27,132
17	27,932
18	28,832
*OG 1	31,476
*OG 2	32,045

Instructional Assistants Guide is based on a six hour workday.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District

**INSTRUCTIONAL ASSISTANTS GUIDE**  
**2009- 2010**  
**EXHIBIT G-2**

<b>Step</b>	<b>Instructional Assistants</b>
1	20,334
2	20,584
3	20,832
4-7	21,332
8	21,832
9	22,332
10	22,832
11	23,482
12	24,182
13	24,932
14	25,732
15	26,582
16	27,482
17	28,282
18	29,082
*OG 1	32,226
*OG 2	32,795

Instructional Assistants Guide is based on a six hour workday.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.

**INSTRUCTIONAL ASSISTANTS GUIDE  
2010- 2011  
EXHIBIT G-3**

<b>Step</b>	<b>Instructional Assistants</b>
1-2	21,690
3	21,966
4	22,292
5-8	22,672
9	23,102
10	23,632
11	24,232
12	24,882
13	25,582
14	26,332
15	27,132
16	27,982
17	28,882
18	29,832
*OG 1	32,976
*OG 2	33,545

Instructional Assistants Guide is based on a six hour workday.

\*Off Guide (OG) will be eliminated as employees associated with the step separate employment with the District.



**ARTICLE VII**  
**ASSOCIATION RIGHTS AND PRIVILEGES**  
***ALL GROUPS***

- A. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided it does not interfere with the normal school operations.
- B. The Association and its representatives shall have the right to use school buildings for meetings provided that approval has been secured from the building administrator and approval shall not be unreasonably withheld.
- C. The Association shall have in each building, use of a bulletin board in each faculty lounge and teachers' dining room. The location of bulletin boards in each room shall be where presently located and, if none, at a location where mutually agreed upon by both parties.
- D. The Association shall request of the school administrator any usage of school property, including equipment and the like. The Association shall supply all materials used and shall pay for any repairs to equipment specifically necessitated as a direct result of such use. Association usage will be based upon availability.
- E. The Association will be provided one hour of scheduled time during orientation programs for new teachers and veteran teachers.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without prior approval of the building administrator or other members of the administration. The Association building representatives shall have the responsibility for the distribution of such materials. Materials so distributed shall be clearly marked as Association materials.
- 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, provided that this right does not conflict with any law.
- H. The president of the Association shall be released from 2/5 of his/her teaching responsibilities and will not be assigned a duty. The Township of Ocean Board of Education will be reimbursed for the 1/5 of release time at a rate of 20% of the president's current salary and said reimbursement shall be made in ten equal monthly payments. The second 1/5 release time shall be granted by the Township of Ocean Board of Education at no cost to the Association.
- I. The president of the Association shall be granted three days' release time with no loss of pay to attend professional meetings necessary for fulfillment of duties as Association president with the approval of the Superintendent of Schools.
- J. The Professional Rights and Responsibilities chairperson shall not be scheduled for duty but will be given this period for Association business.

- K. After each year, upon request, the Association shall receive from the Board of Education a list of present teaching staff members with building assignments.
- L. The Board of Education shall give at least ninety (90) days notice of their intent to privatize to TOEA and to each member of the group or position affected.
- M. In addition to a teacher work area, an appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge.
- N. Closet space for the teacher to store coats, overshoes and personal articles shall be provided.

**ARTICLE VIII**  
**FRINGE BENEFITS**  
***ALL GROUPS***

**A. HEALTH INSURANCE**

The Board of Education shall provide the State Employees Health Benefits Plan. In the event that the Board decides to switch carriers for health insurance in the future, the coverage level enjoyed by the unit members on June 10, 2008, a copy of which is attached hereto as Attachment I and which shall be subject to verification by the parties, will be the coverage that the Board will be required to maintain under the new carrier. The current medical program benefits are as stated in the healthcare contract. They include the Riders that are currently attached. Other than these Riders, the only ones that can be applied in the future are those that are required by law or procedural, i.e. those that will not diminish the agreed level of benefits. The Board reserves the right to change the current carrier for a comparable program from another provider.

The Board of Education shall provide a dental health insurance plan with a 80/20 co-payment plan. The individual per person maximum coverage is \$1,200 per annum for 2007-08 and 2008-2009, \$1,350 per annum effective July 1, 2009. Orthodontic and prosthodontic procedures are a 50/50 co-payment plan with a \$1,000 lifetime maximum per individual for 2007-08 and 2008-09, \$1,150 effective July 1, 2009. Dependent children coverage will conform to current medical and prescription ages. The Board reserves the right to change the current carrier for a comparable program from another provider.

The Board of Education shall provide a mandatory generic prescription health insurance coverage plan. The co-pay is \$5.00 generic mail-in, \$15.00 brand name mail-in, \$3.00 for all generic claims over the counter and \$10.00 for all brand name claims over the counter with \$0.00 per family deductible. When the physician indicates, "Dispense as Written", a covered person will not be responsible for the cost difference between a brand drug and its generic alternative. In the event that the board switches from the SEHBP to another carrier the prescription co-pays and deductible shall revert to the plan in effect as of June 10, 2008. The Board reserves the right to change the current carrier for a comparable program from another provider.

Only full time employees who work at least twenty hours (20) or more per week are eligible for health insurance. All full time employees, hired on or after July 1, 2001, who work at least twenty (20) or more than twenty hours will receive coverage (medical / prescription / dental), but will pay 10% of the premium for medical coverage. Prescription and dental 10% contribution shall be eliminated effective July 1, 2008. Payment will be via payroll deduction.

All full time employees, hired before July 1, 2001, who work at least twenty (20) hours can elect to receive single, parent/child, or family coverage (health / prescription / dental) fully paid for by the Board of Education.

All full time employees who work at least twenty (20) or more than twenty hours will receive a vision care credit. The vision care credit, administered through the District's section 125 plan administrator, will be \$100.00 per eligible member of the association for 2007-2008 and 2008-09 and \$150 per eligible member of the association effective July 1, 2009 and will be available July 1<sup>st</sup> of each fiscal year.

Declined coverage: employees, who can substantiate alternate health coverage and wish to decline the district's health coverage, shall receive alternate compensation of \$2,500.00 per annum. Payment will be made semi-annually on the last pay date in December and June. Payments will be added to the employee's regular paycheck, and will be prorated for personnel electing this option after July 1<sup>st</sup> of any particular fiscal year. Election will be made thirty (30) days in advance.

A section 125 plan will be made available to all employees.

#### B. CREDITS: *Teachers*

All credits to be reimbursed at a rate equal to 3/4 of the current state university rate or the actual credit cost, whichever is less. All credits taken outside of a graduate degree program must be within the area of the teacher's certification. All courses taken for the completion of a graduate degree program in a in-state authorized school of higher education licensed by the commission on higher education or an out-of-state institution licensed by the appropriate state agency and regionally accredited or seeking accreditation by the appropriate accrediting body recognized by the council on post secondary education or the United States Department of Education shall be reimbursed. Said courses must be approved by the superintendent before the employee takes the course and must begin after the teacher begins employment with the Township of Ocean Board of Education.

If the teacher receives outside aid for courses the teacher will not be reimbursed for these courses. However, these courses will count towards the earning of professional development.

Providing the teacher remains employed in a certified position in the district for no less than one calendar year following the completion of the course, the following schedule will apply:

1. Fall semester courses submitted prior to February 28th will be reimbursed by the end of March.
2. Spring semester courses submitted prior to June 30th will be reimbursed by the end of July.
3. Summer semester courses submitted prior to September 30th will be reimbursed by the end of October.

There will be no reimbursement for correspondence or undergraduate level courses except if approved by the superintendent of schools.

#### C. TUITION: *Office Personnel*

Office Personnel Tuition will be refunded to anyone taking courses to improve their position in the school system. Approval for such course work must be obtained from the Superintendent prior to taking the course. All credits to be reimbursed at a rate equal to 3/4 of the current state university rate or the actual credit cost, whichever is less.

A stipend of \$1,000.00 will be granted to members of the office personnel for completion of an approved program in secretarial science. Said program shall consist of not less than 50 credits or the program requirement. Applicable credits must be earned after July 1, 1995. However, 20 credits already earned and approved may be applied towards the program requirement.

D. TUITION: *Grounds, Maintenance and Custodial*

The Board of Education will reimburse the grounds, maintenance and custodial personnel for any approved educational certification courses. The courses must be approved by the individual's supervisor and by the Superintendent of Schools prior to the commencement of the course.

E. UNIFORMS: *Grounds, Maintenance and Custodial*

All custodial, grounds and maintenance personnel will report to work with an appropriate uniform approved and provided by the School Business Administrator. On a yearly basis the Board of Education will provide laundered uniforms not less than five shirts, five pants, three shorts, one jacket and three short sleeve T-shirts and the Board of Education will provide a \$125.00 per fiscal year shoe allowance. If a new employee ceases employment with the district for any reason in a time period of less than 90 days from contract issuance, the \$125.00 shoe allowance will be returned to the Board of Education via a payroll deduction.

**ARTICLE IX**  
**SALARY DEDUCTIONS**  
***ALL GROUPS***

The Board of Education shall agree to make authorized salary deductions for the following organizations in accordance with the Federal and State Law and for which deductions are currently being made at the present time:

1. First Financial Federal Federal Credit Union (Mon-Oc Teacher's Federal Credit Union)
2. Washington National Insurance Company and Prudential Insurance Company of America
3. Local Township of Ocean Teachers' Association
4. Monmouth County Education Association
5. New Jersey Education Association
6. National Education Association
7. Teachers' Pension and Annuity Fund - Pension Deductions
8. Teachers' Pension and Annuity Fund - Contributory Life Insurance
9. Teachers' Pension and Annuity Fund - Supplemental Annuity Program
10. Teachers' Pension and Annuity Fund - Tax Sheltered Annuity Program
11. New Jersey Unemployment Insurance
12. Private Tax Sheltered Annuity Contracts (currently approved companies)
13. Section 125 deduction
14. Long Term Care Insurance
15. Health Care Contributions
16. NEA Value Builder (Administration of plan to be limited to one issuance per pay period.)

Finally, all such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 and under rules established by the State Department of Education.

**ARTICLE X  
SICK LEAVE  
ALL GROUPS**

- A. Loss of a day's pay for absence other than stipulated in this Agreement shall be computed as 1/200 of the annual salary for 10 month employees and 1/240 for 12 month employees. The total deducted from the employee's pay and the number of days for which the deduction is made shall appear in a statement of earnings and deductions of the pay period from which the deduction is made.
- B. Each employee shall receive a written accounting of the accumulated sick leave days he has accrued no later than September 30 of each school year.
- C. Ten month employees are allowed ten days leave annually for personal illness without loss of salary. Twelve month employees are allowed twelve days leave annually for personal illness without loss of salary. Sick leave is defined as absence because of personal disability due to illness, injury or quarantine.

Unused sick leave will accumulate with no maximum set on the number of days which may carry over from year to year except as follows:

- i. No ten month employee may increase his/her accumulated leave by more than ten days in any school year except by the addition of unused personal days.
- ii. No twelve month employee may increase his/her accumulated leave by more than twelve days in any school year except by the addition of unused personal days.

Additional days due to illness beyond the accumulated sick leave may be granted by the Board of Education in each individual case less substitute's pay as provided in N.J.S.A. 18A:30-6.

- D. A teacher with previous teaching experience in the Township of Ocean School District, upon returning to the district after a period in which he/she has not been engaged in other teaching, shall be restored all previously unused sick leave days.
- E. Any employee, who retires on or after July 1, 2001, as defined by the Teachers Pension and Annuity (TPAF) Fund or as defined by the Public Employees Retirement System (PERS), will receive \$40.00 per unused sick day, up to a maximum of 200 days (\$8,000). Part-time employees will be reimbursed for their unused sick leave at a percentage of the full time teachers rate, said percentage to be determined by dividing the hours worked per day by seven.
- F. All payments will be made as post-retirement contribution to 403b Tax Sheltered Annuity.
- G. Payouts will be increased by 25% when a binding notice of July 1 retirement is provided by January 15<sup>th</sup>.
- H. At the discretion of the Superintendent a physician's note may be requested when sick leave is requested either immediately before or immediately subsequent to a school holiday.

## SECRETARY I & INSTRUCTIONAL ASSISTANTS

- A. Secretary I: Unused sick leave will be reimbursed at retirement at a rate of \$20.00 per day, up to a maximum of \$4,000 (200 days).
- B. Instructional Assistants: Unused sick leave will be reimbursed at retirement at a rate of \$20.00 per day, up to a maximum of \$4,000 (200 days).



**ARTICLE XI**  
**TEMPORARY LEAVES OF ABSENCE**  
***ALL GROUPS***

**A. BEREAVEMENT**

The Superintendent of Schools may require documentation of bereavement. Bereavement shall only be granted immediately subsequent to the event, unless otherwise approved by the Superintendent. No validated reasonable request will be denied as determined by the Superintendent. If bereavement request is for the “2 days” schedule, a third travel day may be granted if need can be shown. No validated reasonable request will be denied as determined by the Superintendent. Employees shall be allowed bereavement leave according to the following schedules:

5 Days

husband  
wife  
children  
father  
mother  
brothers  
sisters  
grandparents  
mother-in-law, father-in-law  
son-in-law, daughter-in-law  
any other member of the same household

2 Days

sister-in-law  
brother-in-law  
aunt  
uncle  
first cousin  
niece  
nephew

When a person requests leave to go to a funeral and has worked more than half his/her working day and no substitute is brought in or required to cover or do his/her work, such leave will not be counted against him as emergency leave.

**B. PERSONAL ABSENCE**

All employees shall be allowed three personal days leave with full pay for personal business which cannot be accomplished at any other time, and requests for personal leave shall include an explanation of the purpose for the leave, i.e., medical appointment, legal appointment, family illness, financial appointment, etc. No personal leave shall be granted immediately prior to or subsequent to a school holiday except in an emergency or in extenuating circumstances; however, the Superintendent shall have sole discretion to grant a personal day for reasons other than in an emergency or in extenuating circumstances immediately prior to or subsequent to a school holiday.

Employees shall be permitted to convert unused personal days to sick leave and accumulation of this sick leave shall be permitted for benefit of attaining benefits under New Jersey Law.

**C. EDUCATIONAL LEAVE**

Educational leave days will be granted by the Superintendent of Schools to employees when such leave will be a direct benefit to the employee and the school system. Educational leave will not count against a employee's emergency leave days.

#### D. MILITARY ABSENCE

Necessary time shall be granted for persons called into temporary active duty or any unit of the United States Reserves or the State National Guard; an employee shall be paid his/her regular pay in addition to any remuneration which he/she receives from the State or Federal Government.

#### E. RELEASE TIME

Release time will be granted by the Superintendent of Schools for employees to attend their child's Parent/Teacher conference. Documentation must be provided by the employee to the Superintendent of Schools upon his/her return to work.

**ARTICLE XII**  
**EXTENDED LEAVES**  
***ALL GROUPS***

**A. MILITARY LEAVE**

Military leave shall be granted to regularly employed staff members and shall not break the employment continuity and the time of military service shall count toward accrued time in obtaining longevity. Military leave is covered in the statutes and the Board's proposal on this leave shall conform to the existing laws pertaining to military leave.

**B. MATERNITY AND CHILD CARE - (CHILD CARE APPLIES TO BOTH MALE AND FEMALE)**

All employees who are eligible by law shall have the option of taking leave pursuant to either the Federal Family and Medical Leave Act or the New Jersey Family Leave Act, whichever applies, or in accordance with the following:

An employee who becomes pregnant shall notify her building administrator in writing as soon as pregnancy has definitely been determined.

It is recognized that an employee's maternity leave application may involve both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The period of disability is considered to be a four (4) week period prior to the prospective birth date and a four (4) week period after the birth date. The child-care phase is that period of time selected by the employee, in accordance with B. (b) which follows the disability phase during which time the employee voluntarily suspends his/her career to care for the newborn child.

(a) Disability Phase. Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth (except in the cases of stillbirth), in which case, the employee may elect to return to work at any earlier date. The period of disability shall be considered a four (4) week period prior to the prospective birth date and a four (4) week period after the birth date. Such disability leave can only be extended upon verifiable written request of the employee's attending physician.

(b) Child-Care Phase (Male and Female). Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the leave will start at the conclusion of the disability leave and extend for the remainder of the current school year. In the case of a tenured teacher, said leave may include the following school year if the request for such an extension is made by April 1st. of the current year. In either case, the teacher's return must coincide with the beginning of the school year. The teacher must notify the superintendent of his or her desire to return by April 1st. of the year prior to his or her return.

(c) The Board of Education may require medical certification of a pregnant teacher's fitness to continue working or to return to work after pregnancy.

- (d) Failure to apply for reinstatement in the system in the school year following the year in which the leave was granted shall be considered a resignation and will be so treated.
- (e) There is no compensation for maternity leave.
- (f) No experience credit on the salary schedule is granted for the period of maternity leave.
- (g) Credit toward accrual of longevity shall not be granted for maternity leave.
- (h) Any tenured employee adopting an infant child may receive similar-leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirement for the adoption.

### C. SABBATICAL LEAVE - Part A - Teachers

All professional staff members who have been in the district for a minimum of seven years and are interested in applying for sabbatical leave should apply for this leave on the form titled "Application for Sabbatical Leave." This form is available in the Office of the Superintendent upon request.

The following is a list of provisions and conditions to be met in order to come under this plan:

1. A teacher who has served in the Township of Ocean School District for a period of not less than seven years may, upon recommendation of the Superintendent of Schools and approval by the Board of Education, be granted a leave of absence for one full school year for the purpose of professional leave of absence for one full school year for the purpose of professional improvement through study. A minimum of 24 graduate credit hours will be required.
2. In the event that a scholarship stipend is a part of the sabbatical arrangement, the total cash remuneration (stipend) plus sabbatical salary may not exceed the annual salary of the teacher for that year in which the stipend is granted.
3. During this leave of absence (sabbatical) the teacher shall continue in the employment of the Township of Ocean Board of Education and shall receive fifty percent of his/her teaching salary for the time involved. From this compensation the Board shall cause to be made regular deductions as are required by law.
4. The request for sabbatical leave must be made on or before the first of December proceeding the September of the succeeding school year when the sabbatical is to take effect.
5. The teacher's request for a sabbatical leave should outline in detail the proposed professional improvement plan.
6. The Township of Ocean Board of Education does not obligate itself to grant sabbaticals to more than two percent of the staff in any one school year. The purpose of the sabbatical, date of application and record of teacher service in the district shall be factors in determining whether or not the sabbatical leave will be granted.
7. As a condition for granting a sabbatical leave, the teacher shall enter into a

contract with the Board of Education to continue in the Board's service for a period of two years after the expiration of the leave of absence. Upon failure to continue in the Township of Ocean School District, for the full two-year period, the teacher will be required to repay to the Township of Ocean Board of Education the amount of money he/she received in salary from the Board of Education while on sabbatical.

8. No reimbursement will be made for courses taken by teachers on sabbatical leave.
9. Application for a second sabbatical leave would require another seven year period of service.
10. The Superintendent of Schools shall report all applications for sabbatical leave to the Board of Education with his/her recommendation. Also, the teacher may request a personal appearance with the Board of Education in order to justify his/her request for a sabbatical leave.

#### D. LEAVE OF ABSENCE

##### ALL GROUPS

A leave of absence without pay or increment for one year may be granted to all employees at the discretion of the Board of Education. The reason for such a leave shall be documented by the employee with the Superintendent of Schools.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored upon his/her return, and the employee will be assigned to the same position, or one substantially equivalent to one held at the time said leave commenced.

All requests for extensions or renewals of leaves will be applied for and granted in writing.

#### E. CATASTROPHIC ILLNESS/INJURY LEAVE PLAN (Non-work Related)

Pursuant to NJSA 18A: 30-6, the Board of Education has the discretionary authority, on a case-by-case basis, to continue the pay of an employee who has exhausted his/her accumulated sick leave as a result of a prolonged absence from work due to illness or injury and would be in a non-pay status. In furtherance of its authority, the Board establishes the following guidelines for its Catastrophic Illness/Injury Leave Plan:

1. Only an employee who has exhausted or will exhaust his/her accumulated sick leave as a result of a prolonged absence caused by a catastrophic illness or injury will be given consideration for additional leave with pay. As part of its review, the Board will take into account the frequency of intermittent use of sick days over the course of employment by the employee in question.
2. A bank of days which can be used for extending leave with pay will be established to which employees may donate a personal day to be used by the Board in the event that it grants an application for additional leave with pay.
3. Ordinarily, an employee may contribute only one personal day to the bank of days. However, in a given case, the Board may authorize and request that additional personal days be donated.
4. The donation of personal days by employees shall be made on a form developed by the Board at the following times:
  - a. Beginning of the year (Sept 1 – Sept 10)
  - b. Mid year (January 1 – January 15)
  - c. Two weeks after the Board has granted such leave to an employee

A day donated may not be withdrawn during the school year, however, if it is not used, it will be deemed lapsed. The lapsed day will be restored to the donating employee in the form of a sick day in accordance with Article X of the TOEA Agreement unless it is re-donated.

5. An employee who is seeking additional paid leave under this Plan shall submit a written request therefore to the Superintendent of Schools. The request shall outline the nature of the medical problem, provide medical verification signed by a licensed physician and shall set forth the length of the leave requested. The Board may require additional medical information and may require a medical evaluation by a physician of its own choice; such evaluation will be at the expense of the Board.
6. The Board will act on the request no later than the second regularly scheduled board meeting following receipt of the request.

**ARTICLE XIII  
THE WORK YEAR  
ALL GROUPS**

**PART A: TEACHERS**

- A. The school work year of the teachers employed on a ten-month year shall not exceed 187 days.
- B. Teachers shall be granted a State defined half day off on the Wednesday prior to the Thanksgiving Holiday.

**PART B: OFFICE PERSONNEL**

- A. The regular work week shall be thirty-five (35) hours. Any time worked over the contractual hours shall continue to be paid at the rate of time and one-half, subject to prior approval of the Superintendent of Schools or the School Business Administrator.
- B. The Association members shall work twelve months and will be paid in twenty-four semi-monthly installments on the 15th and 30th of each month.
- C. When school is delayed for reasons other than severe weather, only Secretary III and A/P, A/R & Personnel Clerks are required to be at work for their normal work day hours.
- D. On specific days when lunch is not served employees will be granted a one-hour lunch period.

**PART C: CUSTODIANS, GROUNDS AND MAINTENANCE**

- A. Hours of Work - New or Changed Jobs - Prior Work Experience:
  - 1. Scope: This section defined the normal work hours and shall not be construed as a guarantee of hours of work per day or per week.
  - 2. Normal Work Day: The normal work day shall be eight hours of work in a twenty-four period for the day shift and seven hours of work in a twenty-four hour period for the night shift. The hours of work shall be consecutive, except when a thirty-minute lunch or dinner period is provided in accordance with prevailing practices. During periods of snow, all employees will be available for work duty as required by the school district. Pagers will be provided to critical snow removal personnel for this purpose. During emergency overtime (i.e. snow removal, etc.) employees will be given a mandatory 15 minute break after 4 hours of work.
  - 3. Normal Work Pattern: The normal work pattern for employees shall be five work days of eight hours each for all employees on the day shift and any time worked over a forty-hour week shall be paid at one and one-half times the employee's regular hourly rate. Also, the normal work pattern for all employees on the night shift shall be five work days of seven hours each and any time worked over a thirty-five hour week shall be paid at one and one-half times the employee's regular hourly rate. In addition, any work performed over the normal work day of eight hours on the day shift, or seven hours on the night shift shall be paid at time and one-half.

Any personnel hired after November 15, 1998 may be assigned to work on non-consecutive work days which might include Saturdays and/or Sundays as part of the normal work pattern. (i.e.: a normal work pattern could be Tuesday through Saturday or Monday, Tuesday, Thursday through Saturday or any other combination that is in the best interest of the school district. Any current employee may request to have a non-consecutive work week, but this would be at the discretion of the School Administrator and the Superintendent of Schools.

4. Holiday Pay: In the event any employee is required to work on any authorized holiday, he/she shall be paid at the rate of one and one-half times the employee's regular hourly rate plus eight hours of idle holiday pay.
5. Snow Day Pay (Snow Removal Purposes): In the event any employee is required to work on any authorized snow day, he/she shall be paid at one and one-half their regular hour rate plus eight hours of idle snow day pay during their regular hourly day. They will receive one and one-half times the employee's regular hourly rate as usual, after regular hours. Employees required to work on any authorized snow day will be called into work by their immediate supervisor.
6. Holiday and Sunday Work: When any employee is required to work on a Sunday or holiday the employee shall be paid at a double time rate of pay.
7. All custodians shall be scheduled on the basis of the normal work pattern as determined by the school building administrator and the School Business Administrator. All ground, maintenance and other operational personnel shall be scheduled on the basis of the normal work pattern as determined by the School Business Administrator.

#### **PART D: INSTRUCTIONAL ASSISTANTS**

- A. The school work year shall consist of 182 days. The workday shall vary from six (6) to eight (8) hours per day depending on contractual assignment. When an Instructional Assistant is needed to work beyond their contractual day a volunteer list will be developed and assignment will be on a rotating basis. If no volunteers are available, Assistants will be assigned on a rotating basis.
- B. Snow days will be built into the school calendar adopted by the Board of Education. If non-use of these days results in actual work days in excess of 182, the employee will be compensated at the employee's per diem rate, effective for the 2008-2009 school year.
- C. All Instructional Assistants will be obligated to attend mandatory workshops. If an employee attends an after school work mandated shop, they have the option to end two of their workdays early when the students are dismissed for a half-day session at the end of the year.
- D. Implement workshops for Instructional Assistants to train them for handling special needs children on a bus or in the classroom.



**PART E: SECRETARY I**

- A. The school work year shall be five (5) hours per day for a work year of 182 days.
- B. Snow days will be built into the school calendar adopted by the Board of Education. If non-use of these days results in actual work days in excess of 182, the employee will be compensated at the employee's per diem rate, effective for the 2008-2009 school year.
- C. All Secretary I will be obligated to attend mandatory workshops. If an employee attends an after school mandated workshop, they have the option to end two of their workdays early when the students are dismissed for a half-day session at the end of the year.

**ARTICLE XIV**  
**TEACHING HOURS AND TEACHING LOAD**  
**TEACHERS**

- A. The normal working day for teachers is defined as a seven-hour day. Part-time teachers may be hired for time periods other than seven hours. The Board reserves the right to establish the opening and closing times for each school. The working schedule for teachers shall include fifteen minutes prior to the pupil reporting time and will allow fifteen minutes after pupil dismissal. On Fridays or on days preceding a holiday or vacation the teachers' work day shall end at the close of the pupils' day.

Also, in the event that a school is on split session, the teachers working in that school in the morning session shall report for duty at the beginning of the student day and remain for one period of forty-five minutes after the close of that session and teachers working in that school in the afternoon session shall report for duty one period of forty-five minutes before the pupil session and remain until the close of that session provided, however, that the minimum length of the work day shall be four hours and forty-five minutes.

- B. The Board of Education recognizes that class size and teaching load are important factors in establishing an excellent educational program and will therefore make every effort to provide adequate classroom space and sufficient professional personnel. The Board of Education will make the final decision regarding class size.
- C. Teachers may be required to remain after the end of the regular teacher work day for the purpose of attending faculty or other professional meetings not more than three days each month unless an emergency exists as determined by the Administrator or Superintendent. Such meetings shall begin no later than ten minutes after dismissal time. No after school meeting will last longer than one hour. An Association representative may speak to the teachers for at least ten minutes on the request of the representative at the close of the meeting. The notice and the agenda for any meetings shall be given to the teachers involved at least three school days prior to the meeting except in emergencies.
- D. Teachers shall be required to be available for remedial instruction for at least one period of forty-five minutes per week. All such teachers shall be required to inform the students under their direction of the time that these classes shall be scheduled.
- E. The Township of Ocean Board of Education believes that staff members should be free from non-teaching tasks and will make every effort to reduce these duties. Where these tasks still exist staff members will be expected to share in the performance of these duties.
- F. Any teacher employed in both a morning and an afternoon session shall be entitled to a thirty (30) minute (minimum) duty-free lunch period during the hours normally used for lunch periods in the school.
- G. The Board shall strive to make every effort to provide at least one professional period per day or five professional periods per week.

- H. There shall be consultation with the affected teacher and the Association on a change of program affecting a teacher; however, the Board shall have sole discretion in decisions concerning the change of program.
- I. The number of preparations shall be kept to a minimum and consistent with the educational needs of the district.
- J. The normal teaching schedule for teachers in self-contained classes will allow for a forty minute professional period per day or five professional periods per week. In addition, teachers in self-contained classes will be scheduled for a thirty-minute duty free lunch each day.

The maximum teaching load in departmentalized programs shall be twenty-five periods per week. In addition, teachers in departmentalized programs shall also be assigned to one duty per day. In accordance with present practice, teachers who are teaching six periods shall be relieved of homeroom and duties other than bus duty which shall be assigned no more than once a day on a rotating basis and said teachers shall have a duty free lunch. Because of the varying needs of the programs, a period may range from a minimum of forty minutes to a maximum of forty-four minutes. Teachers in Departmentalized programs shall be entitled to a full period of lunch each day.

Starting in the school year of 2005-2006 Special Area High School teachers (Industrial Arts, Art, Music, Health and Physical Education, and Family & Consumer Sciences) may be assigned a sixth teaching period per day two (2) marking periods of the four (4) per year. Special Area teachers teaching a sixth period will be asked to volunteer. If all teaching positions are not filled teachers will be assigned on a rotating basis. Special Area teachers teaching six periods per day will be relieved of all duty assignments except homeroom and permitted to leave at the conclusion of the student day except for regularly required meetings.

The teaching schedule for special educators may be self-contained or departmentalized depending on the organization of the program to which they are assigned. If the assignment is to teach a subject to different groups of students in each period then the departmentalized language is controlling; if the assignment is to teach more than one subject to a single group of students for the entire day the self-contained language is applicable.

- K. Staff who are required to travel between three different buildings during a school day will have no duties and staff who are required to travel between two school buildings during a school day will have no full period duties.
- L. Regularly scheduled parent-teacher conferences will include one night of conferences. As compensation (allowance), teachers may leave school fifteen minutes after the students depart for one day of their choice during conference week. The building Administrator is to be notified in advance of Conference Week which day is chosen by the teacher. This will only affect K-5 teachers that will participate in conferences.

**ARTICLE XV**  
**COMMITTEES**  
**TEACHERS**

**A. ADMINISTRATION LIAISON COMMITTEE – TEACHERS**

The Association shall select a Liaison Committee for each school building, which shall meet at least once each month with the administrator for the duration of the school year to review and discuss local school problems and practices and to be consulted in the revision and development of building policies. Areas for consideration shall include, but not be limited to, matters of curriculum such as textbooks, distribution of materials and supplies, discipline and parent visitation. Said Committee shall consist of not more than one member for every ten teachers in the school building but in no event shall have fewer than three members.

**B. INSTRUCTIONAL COUNCIL – TEACHERS**

1. An Instructional Council was established in September 1971 and will continue in existence. The purpose of the Council shall be to strengthen the educational program through research, recommendations, implementation, development and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools and the community. The Council shall advise the Board on such matters as curriculum improvements, teaching techniques, extra and co-curricular projects, in-service training, pupil testing and evaluation, philosophy and educational goals of the Township of Ocean School District, teacher recruitment, research and experimentation, educational specifications for buildings and other related matters regarding the effective operation of the Township of Ocean School District.
2. The Council shall consist of five representatives appointed by the Superintendent, seven representatives appointed by the Association and two members of the Board.
3. The Council shall be authorized to establish study committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.
4. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, board members, students, parents or other interested parties.
5. Nothing in item 4 under Article XVI shall be interpreted to prevent the Council from consulting such additional persons as they may deem desirable and appropriate.
6. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who will be responsible for the arrangement and conduct of meetings.

7. The Board shall give careful consideration and study to all recommendations submitted to it in writing by the Council and shall make periodic reports in writing to the Council on action taken or action planned on all such recommendations. Such reports to the Council by the Board may include majority and minority statements and viewpoints.
8. The Class Size Study Committee and the Joint Staffing Committee shall function as sub-committees of the Instructional Council and as such be part of the Instructional Council.

#### C. PROFESSIONAL DEVELOPMENT COMMITTEE

The Professional Development Committee was established in September 1999 pursuant to N.J.A.C. 6:11-13.3. The Committee is comprised of four teachers elected by the district board of education instructional and educational services staff through their majority representative, and two administrative staff appointed by the Superintendent. The teacher elections to the committee and the administrative appointments shall comply with such standards and/or criteria developed by the Professional Teaching Standards Board and approved by the Commissioner of Education. The initial terms of the charter members shall be staggered to assure continuity with half of the members serving two years and the other half serving three years. Subsequent terms shall be two years. Members can be re-appointed up to three times. The Committee shall be empowered to work with the Superintendent, with input from parents, community members, and local business leaders to assess in-service needs and professional development opportunities, and to plan and implement professional development programs in accordance with the standards recommended by the Professional Teaching Standards Board and approved by the Commissioner of Education. Plans developed by this local Professional Development Committee shall be presented to the County Professional Development Board and then to the Board of Education for approval based on the Committee's recommendation.

Members of the Professional Development Team shall be provided with the opportunity to be granted leave which will afford them the ability to better provide professional development plans for the district. This leave may take the form of Educational Leave (out of district) or Release Time (in district) and shall be approved by the Superintendent.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**  
***ALL GROUPS***

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the Township of Ocean School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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 employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Whenever any notice is required to be given to either of the parties to this agreement by the other, pursuant to the provision(s) of this Agreement, either party shall do so by telefax or certified mail, return receipt requested at the following addresses:
  - 1. If by Association, to the Board at 163 Monmouth Road, Oakhurst, New Jersey
  - 2. If by Board, to Association at the home of the President who shall be required to keep his/her address on file with the Board Secretary
- E. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- F. Technology Training: All teachers and secretaries are required to attend the district's technology training course unless they can substantiate equivalent training or experience as determined by the Supervisor of Technology. Other employees covered by this contract shall not be required to attend the course, but may do so at their option.

Employees hired after November 1, 1998 shall be required to take the course (or substantiate equivalent training or experience) within twelve months of hire and shall receive no stipend.
- G. The Board shall provide in-service improvement programs for all job categories. The Association will be given the opportunity to provide input regarding the programs. Such programs/activities will be offered during the normal workday for each unit whenever practical. When attendance outside the work day is required the Association and the Administration will decide upon mutually agreeable compensation.

**ARTICLE XVII**  
**FAIR DISMISSAL PROCEDURE**

**PROCEDURES:**

**A. TENTURE PERSONNEL:**

The Board of Education shall follow the procedures outlined in Title 18A:6-10 as supplemented and amended in the New Jersey Statutes Annotated when dismissing tenure personnel.

**B. NON-TENTURE PERSONNEL:**

The Board of Education shall follow the procedures outlined in Title 18A:27-4.1b, 18A:27-3.2, NJAC 6:3-4.2 as supplemented and amended in the New Jersey statutes Annotated when non-renewing non-tenured personnel. Notification of non employment shall consist of procedures and time frames dictated by law if the employee chooses to challenge the dismissal.

**C. SENIORITY:**

In the event of a reduction in force involving tenured staff members seniority in grade will be a determining factor. The administration reserves the right of selectivity in excluding certain key positions from the RIF process.

**ARTICLE XVIII  
VACATIONS AND HOLIDAYS  
OFFICE PERSONNEL, CUSTODIANS, GROUNDS AND MAINTENANCE PERSONNEL**

**PART –A- OFFICE PERSONNEL:**

1. VACATIONS:

Completion of 1 year	-	10 days
Completion of 5 years	-	15 days
Completion of 10 years	-	20 days

For new personnel vacation will be prorated according to the following schedule:

If employee starts to work in	July	-	10 days vacation
	August	-	10 days vacation
	September	-	9 days vacation
	October	-	8 days vacation
	November	-	7 days vacation
	December	-	6 days vacation
	January	-	5 days vacation
	February	-	4 days vacation
	March	-	3 days vacation
	April	-	2 days vacation
	May	-	1 day vacation
	June	-	0 day vacation

All years of service in the Township of Ocean School District shall be considered as credit towards an employee's vacation eligibility. A maximum of ten (10) vacation days can be carried into the succeeding school year. Vacation time is to be taken throughout the contract year with at least a three day notice with the exception of an emergency. Office Personnel may not use vacation time five work days before school commences in September.

2. HOLIDAYS:

Continue the present procedure of granting holidays on yearly basis at the discretion of the Board of Education and the Administration.

Office personnel may be required to work during the winter and spring recesses when the need arises and only when an administrator is present. It is understood that compensation for working during these periods would be in the form of compensatory time.

3. EMERGENCY WORK

In an emergency situation office personnel may be required to work in exchange for either compensatory time or payment equal to 1 1/2 their hourly rate of pay.



## **PART B - CUSTODIANS, GROUNDS AND MAINTENANCE PERSONNEL**

### **1. VACATIONS:**

Completion of 1 year	-	10 days
Completion of 5 years	-	15 days
Completion of 10 years	-	20 days

Only years of service in the Township of Ocean School District may count as credit towards an employees vacation eligibility. Also, one partial year may be counted towards the completion of a full year's credit for vacation and salary purposes, provided that the new employee started working on or before the first work day in February.

Vacation time shall be taken throughout the school year. No more than ten (10) days can be taken in the summer. Summer vacation requests must be submitted to the Supervisor of Buildings and Grounds no later than June 15<sup>th</sup> of each year and seniority rights, as defined in the employment agreement, will resolve any scheduling conflicts. Custodians / Maintenance / Grounds can carry a vacation bank of no more than ten (10) days.

Vacation time is to be taken throughout the contract year with at least a three day notice with the exception of an emergency. Custodians, Maintenance and Grounds personnel may not use vacation time five work days before school commences in September.

For all new employees vacation days will be prorated according to the following schedule. These days will become available on July 1 following the dates of hire.

If an employee starts work in July	-	10 days vacation
August	-	10 days vacation
September	-	9 days vacation
October	-	8 days vacation
November	-	7 days vacation
December	-	6 days vacation
January	-	5 days vacation
February	-	4 days vacation
March	-	3 days vacation
April	-	2 days vacation
May	-	1 day vacation
June	-	0 vacation days

## 2. HOLIDAYS:

The following holidays shall be granted:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Eve and Christmas Day or day after Christmas
8. New Year's Eve and New Year's Day or day after New Year's
9. Martin Luther King's Birthday
10. President's Day
11. Good Friday
12. Easter Monday
13. Memorial Day
14. Friday of Teachers' Convention

If school is in session during one of the designated holidays, the Superintendent will specify an alternate day when the school calendar is finalized to the closest day school is closed.

**ARTICLE XIX**  
**REPRESENTATION FEE**  
***ALL GROUPS***

- A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A5.5.
  2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.6.
  3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) of the regular membership dues, fees and assessments.
  4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
- B. Beginning with the first full pay period in November the Board will commence deductions from salaries of such employees, in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- C. **PAYROLL DEDUCTION SCHEDULE**  
The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck.
- In November, or thirty (30) days after the employee begins his/her employment in a bargaining unit position unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
- D. On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this article.

**ARTICLE XX**

**CERTIFICATION OF AGREEMENT**

IN WITNESS WHEREOF, THE Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President and Secretary and has placed hereon its Corporate Seal.

**TOWNSHIP OF OCEAN EDUCATION ASSOCIATION**

Executed for the Association:

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PRESIDENT DATE

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NEGOTIATION CHAIRPERSON DATE

**TOWNSHIP OF OCEAN BOARD OF EDUCATION**

Executed for the Board:

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PRESIDENT DATE

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BOARD SECRETARY DATE