

THIS BOOK DOES
NOT CIRCULATE

PROFESSIONAL EMPLOYEES AGREEMENT
between the
OCEAN CITY EDUCATION ASSOCIATION
and the
BOARD OF EDUCATION OF OCEAN CITY
THE COUNTY OF CAPE MAY, NEW JERSEY

Effective July 1, 1971

PREAMBLE

This Agreement entered into this 8th day of June, 1971, by and between the Board of Education of Ocean City, New Jersey, hereinafter called the "Board", and the Ocean City Education Association, hereinafter called the "Association".

WITNESSETH:

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

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

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

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

Classroom Teachers

Nurses

Specialists - Learning Disability, Speech, Psychiatric Social
Worker, School Psychologist, Reading

Guidance Counselors who are employed on a 10 month basis

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

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. In support of such negotiations the Board shall make available to the Association for inspection, all pertinent records, data, and budget information of the Ocean City School District as the Association shall request.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other part. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during

ARTICLE II (continued)

the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. The Board agrees that the negotiation procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant time-table shall be shortened if necessary to comply with time requirements in making or processing applications under the relevant federal or state laws.

H. The Board agrees to reopen negotiations and permit amendments to any section of this Agreement whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated. The Board shall so inform the Association within five (5) days of its notification of the amounts to be received in such subsequent state and/or federal appropriations.

I. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions." The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made."

J. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education the board of education is forbidden to waive any rights or powers granted it by law.

K. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

L. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE II (continued)

M. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties .

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall first discuss it with the principal or department chairman, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

ARTICLE III (continued)

Any teacher or teachers having a grievance, or the Association, must institute the proceedings at this level within 21 days after the teacher, teachers or the Association knew of the grievance.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities. (Hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. The Principal shall receive a copy of this grievance. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the superintendent of schools.

5. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance for review by the Board of Education. The Board shall review his case; shall hold a hearing with the employee, if requested by the employee; and shall render a decision in writing within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the superintendent, principal and the Chairman of the PR&R Committee.

6. Level Four

(a) A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to arbitration within ten (10) school days following receipt of the Board's decision, and provided the Association determines that the grievance is meritorious.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator

ARTICLE III (continued)

to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teachers is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgement of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the superintendent and principal directly and the processing of such grievance shall be commenced at Level Two. The PR&R committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

ARTICLE III (continued)

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee, and principal. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of the Article.

3. All teachers, including a teacher who has filed a grievance under this agreement, shall continue to work in accordance with the direction of the superintendent, principal or other supervisory personnel, regardless of the pendency of any grievance, until such grievance is properly determined.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievances or complaint.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings provided that this shall not interfere with or interrupt normal school operation. The principal of the building in question shall be notified in writing in advance of the time and place of all such meetings.
- E. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE V

SCHOOL CALENDAR

A. The Board agrees that the representatives of the Association shall be consulted before adopting the calendar for each of the school years covered by the Agreement. It is further agreed that once adopted, there shall be no deviation or change in the school calendar except by mutual agreement of the Board and Association. Emergency closings such as storms, etc. shall be excepted.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

2. The arrival and departure times for all teachers shall be designated as follows:

Elementary School	Arrive:	8:30 a.m.
	Depart:	3:30 p.m.
Secondary School	Arrive:	8:15 a.m.
	Depart:	3:35 p.m.

Their total in school workday shall consist of not more than seven (7) hours for the Elementary School and seven (7) hours and twenty (20) minutes for the Secondary School, which shall include a duty-free lunch period.

3. Special permission for a deviation of the arrival and/or departure time must be authorized by the building principal.

B. 1. The daily teaching load in the junior and senior high school shall be five (5) teaching periods. Assignment to not more than one (1) supervised study period per day shall not be considered a "teaching period" for the purpose of this Article. Teachers will not be assigned to cover classes during their preparation period or during an administrative period in which they are relieved, unless their consent is first obtained or unless an emergency has arisen. For the purposes of this provision an emergency shall be defined as a situation for which there was no reasonable opportunity to make other arrangements.

2. The daily teaching load in the elementary schools shall not exceed five (5) hours and twenty (20) minutes in the Primary School and five (5) hours and thirty-five (35) minutes in the Intermediate School of pupil contact.

3. Department heads shall not be assigned more than four (4) student instruction-supervision periods each day, and shall be excused from regular study hall duties and homeroom assignments. A student instruction-supervision period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

4. Junior and senior high school teachers shall not be required to teach more than two (2) subject areas. The total number of preparations for any teacher shall be kept to a minimum commensurate with scheduling arrangements.

ARTICLE VI (continued)

5. Regular classroom teachers in the junior and senior high schools shall not be required to change subject area teaching stations more than necessary commensurate with scheduling arrangements.

C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:

a. Elementary School - forty-five (45) minutes or longer

b. Secondary School - twenty-five (25) minutes

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods and/or free period, so long as they make their absence known to the main office.

D. 1. Building-based teachers may be required to attend faculty or other professional meetings.

2. The notice of an agenda for any meetings shall be given to the teachers involved at least three days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

E. Exceptions to the provisions of Sections A, C and D above, may be made only in cases of extreme emergency. The association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level one thereof.

F. Teacher participation in extra-curricular activities shall be voluntary, and shall be compensated. Such compensation shall be according to Schedule B.

G. Teacher participation in field trips which extend beyond the teacher's in school workday, and overnight or weekend trips, shall be voluntary, and at no expense to the teacher.

ARTICLE VII

CLASS SIZE

A. The class size in the Ocean City School District will be reduced to the optimal educational size as soon as the number of classrooms and pupils in the total district make this possible. At the present time, studies show that educationally and financially, twenty-five (25) pupils per teacher is considered the optimum. The direction of the educational program in Ocean City should be set by this goal.

B. Every class should be conducted in a standard classroom.

C. Sub-standard classrooms should be used only under extreme emergency conditions.

ARTICLE VIII

SPECIALISTS

A. The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

B. The number of specialists presently employed shall not be reduced during the term of this Agreement.

C. 1. A joint Staffing Needs Study Committee (consisting of three (3) members appointed by the superintendent, three (3) members appointed by the Association) shall be established as soon as possible. Said Committee shall consider the size of the staff necessary for the Ocean City School District in various special categories, including the following:

Reading Teacher
Home Economics Teacher
Psychologist
Speech and Hearing Specialist
Shop Teacher
Physical Education Teacher
Art Teacher
Learning Disability Specialist

2. The report of the Staffing Needs Study Committee shall be presented to the Board on or before June 1 as the joint recommendation of the Association and the superintendent with regard to the number of specialists necessary to meet the educational requirements of the Ocean City School District.

ARTICLE IX

NON-TEACHING DUTIES

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

1. Teachers shall not be required to perform the following duties:

a. Nonprofessional assignments, including but not limited to milk distribution and supervision of cafeterias, sidewalks, bus loading or unloading, playgrounds or detention.

b. Inventorying and storing books, delivering books to classrooms, and other clerical and/or custodial functions.

2. Activities which have no educational objective shall be barred from the classroom. This shall include, but not be limited to the collection of funds for:

a. Activities in which all pupils are expected to participate which should be legitimately financed by the Board.

b. Other activities of such a desirable educational nature that they should be legitimately financed by the Board.

c. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils.

d. Activities and charitable purposes beyond the ability to pay of the least able pupil in the class.

3. a. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile. Tolls, where applicable, shall be reimbursed in addition to the mileage.

b. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties.

ARTICLE X

TEACHER EMPLOYMENT

A. Qualifications

It shall be the policy of the Board of Education to employ on the instructional staff only those persons who hold at least a Bachelor's degree with an academic major in an appropriate subject field and an acceptable State Teacher's Certificate. Persons appointed to the administrative and supervisory staff shall hold at least a Master's Degree with majors in the appropriate fields.

B. Certification

1. All instructional personnel shall have teaching certificates, duly recorded with the Superintendent of Schools, that legally qualify them for the work to which they are assigned.

2. All instructional personnel, employed for the first time in either elementary or high school, must have a Bachelor's degree secured in an institution of high education approved for teacher training by the state certification authority.

3. All instructional personnel who do not have degrees shall carry on a reasonable program of study toward the attainment of valid undergraduate degrees.

4. All instructional personnel employed in elementary and secondary schools are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations and travel.

C. Each teacher shall be placed on his proper step of the salary schedule in accordance with paragraph (1) below:

1. Credit up to the maximum step of any salary level on the Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in the Ocean City School System. Additional credit not to exceed three (3) years for military experience or alternative civilian service required by the Selective Service System, and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.

D. Teachers with previous teaching experience in the Ocean City School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National

ARTICLE X (continued)

Teacher Training Corps' work and time spent on a Fulbright Scholarship up to the maximum set forth in section C (1) above. Such teachers who have not been engaged in other teaching or other activities indicated in this agreement shall upon returning to the system be restored to the next position on the salary schedule above at which they left.

E. Previously accumulated unused leave days will be restored to all returning teachers.

F. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 1.

G. Contracts given to teachers in each of their first three years shall be known as probationary contracts. Either party may terminate the contract upon sixty days' written notice.

H. Teachers under contract with the Board but without permanent certificates may be given contracts on a yearly basis until they meet the requirements for a tenure contract.

I. Dismissal procedures of teachers under tenure shall be that prescribed by the state.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. The salary of an employee shall be paid semi-monthly on the fifth and twentieth of each school month. The first check for each school year shall be on the 20th of September.
- C. Those employees employed on a ten (10) month basis may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee in four equal installments on the 5th and 20th of July and the 5th and 20th of August.
- D. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June, if possible.

ARTICLE XII

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments, room assignments for the forthcoming year not later than June 30.

2. The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than June 30.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30, any teacher affected shall be notified promptly in writing and, upon the request of the teacher and/or the Association, the changes shall be promptly reviewed between the superintendent or his representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study, except that in an extreme emergency, during the pendency of the emergency, a teacher may be so assigned under an emergency certificate.

C. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. No later than April 1 each school year, the superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preferences.

3. As soon as practicable, and no later than June 1, the superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system and no such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewal or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher can be obtained.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 1.
- C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in Ocean City 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.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XV

PROMOTIONS

When positions on the administrator-supervisory levels of responsibility including but not limited to positions as Superintendent, Principal, Assistant Principal, Guidance Director, Guidance Counsellor and Department Coordinator become vacant, such vacancies shall be adequately publicized by the Superintendent. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The notice shall include a deadline date for filing applications. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling vacancies, due consideration shall be given to qualified teachers already employed by the Board.

ARTICLE XVI

EVENING SCHOOL - SUMMER SCHOOL

HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the evening school, summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent or Principal, as funds for such programs are available.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Ocean City School District; and when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year. Teachers employed in the Ocean City School District shall have priority to such assignments before appointment to applicants from outside the district.
- C. Salary schedules for positions included in this ARTICLE shall be negotiated under procedures outlined in ARTICLE II of this Agreement along with regular salary schedules.
- D. All of the provisions of this Agreement shall apply to teachers holding positions in the evening school, summer school, home teaching and/or under federal programs, except where clearly inapplicable.
- E. Compensation for the Summer School shall be according to a schedule based upon the total experience of the teacher. Such compensation shall be for the full two sessions (4 hours of pupil contact). Teachers covering only one session shall be compensated at the rate of 50% of the applicable schedule.

The schedule shall be as follows:

For summer 1971:	0-3 years experience	\$ 750.00
	4-6 years experience	900.00
	7 or more years experience	1,050.00
For summers 1972-74:	0-3 years experience	750.00
	4-6 years experience	900.00
	7-9 years experience	1,050.00
	10 years or more experience	1,200.00

ARTICLE XVII

TEACHER EVALUATION

A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction, or by Department Chairmen.

3. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it when possible. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

B. 1. A teacher shall have the right, upon request to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every five (5) years, a teacher shall have the right to indicate these documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher.

ARTICLE XVII (continued)

The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Whenever any teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communications, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report.

(2) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

ARTICLE XVII (continued)

d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year by the Department Chairman in the areas where such personnel are in existence, or in the absence of such a person, three visits by the building principal; the first not later than December 1; the second not later than February 15; and the last not later than March 15.

F. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XVIII

TEACHING FACILITIES

By the beginning of the 1969-70 school year, each school shall have the following facilities if possible:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although it shall be cleaned regularly by the school's custodial staff, teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
4. A serviceable desk and chair and filing facilities for the use of each teacher;
5. A communication system so that teachers can communicate with the main office from their classrooms;
6. Well-lighted clean teacher rest rooms, separate for each sex and separate from the students' rest rooms;
7. A separate, private dining area for the exclusive use of the teachers;
8. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
9. Copies, exclusively for each teachers' use, of all texts used in each of the courses he is to teach;
10. Adequate chalkboard space in each classroom;
11. A complete and unabridged dictionary in every classroom where needed;
12. Adequate books, paper, pencils, chalk and erasers, and other such material required in the daily teaching responsibility.

ARTICLE XIX

SICK LEAVE

A. All teachers shall be entitled to ten(10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. (Those employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days.)

B. Each teacher shall be notified in writing of the total amount of unused sick leave credited to him as of June 20th of each year. Such notification may be issued at any time prior to October 21st of the same year.

C. Teachers who transfer into the Ocean City schools on or after July 1, 1971, and who have a certified accumulation of sick leave from prior teaching within the public school system of any district shall be credited with such sick leave up to a maximum of ten (10) days.

ARTICLE XX

TEMPORARY LEAVES OF ABSENCE

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

A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Up to three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.
2. Up to three (3) days per year for observances of religious holidays, where said observance prevents the teacher from working on said days.
3. Up to five (5) days for the purpose of visiting other schools or attending meetings or conferences of an educational or professional nature, with prior approval of the teacher's principal.
4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
5. Up to five (5) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. Teachers shall be granted up to two (2) days in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above.
6. Time necessary (up to two weeks) for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
7. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) consecutive years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. Any regular employee who may enlist or be conscripted into the armed forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary policy, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.
- C. Any teacher whose spouse is inducted, enlists, or is called to active duty may be granted a leave of absence without pay for the purpose of joining him for the period of special training prior to overseas combat duty.
- D. Any regular employee who becomes pregnant shall notify her Principal as soon as the pregnancy is medically confirmed. Such teacher shall be granted upon request a maternity leave without pay. Such leave shall become effective four (4) months prior to the expected date of birth of the child. Re-instatement of the teacher shall be made not less than three (3) months following the birth of the child in accordance with mutual prior agreement between the teacher and the Principal. It is recognized that the actual date of reinstatement may depend upon factors of health, staffing of the vacancy in teaching position, and the educational values involved. Such arrangements for maternity leave shall be approved by the Superintendent and the Board. In unusual circumstances, the Board may approve the later effective date and/or an earlier re-instatement date than provided above.

Any female teacher adopting an infant child may receive similar leave which shall begin upon her receiving de facto custody of said infant, or earlier to fulfill the requirements for the adoption.

No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the area of her certification or competence, provided that such substitute work shall be performed following the birth of the child.

ARTICLE XXI (continued)

E. A leave of absence of up to one (1) year without pay shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board shall grant a leave of absence without pay to a teacher to campaign for or serve in a public office.

G. Other leaves of absence without pay may be granted by the Board for good reason.

I. 1. Upon return from leave granted according to Section A, B and C above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward the fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted under sections D, E, F, G or H above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE XXII

SABBATICAL LEAVES

- A. The Board of Education, upon recommendations of the Superintendent, shall grant a sabbatical leave to qualified personnel for the purpose of study, travel, or for other such purposes as may be approved by the Board of Education.
- B. The employee shall apply for such leave in writing to his Principal no later than December 1 and shall be notified of the Board's action on the application on or before April 1 of the school year preceding the school year for which the sabbatical leave is requested. In order to apply a teacher must have been employed by the Ocean City Board of Education at least seven consecutive years, and who has not had a sabbatical leave during the seven years immediately preceding. The leave shall be granted for no more than two semesters.
- C. An employee on sabbatical leave shall receive as compensation during the period of the leave one-half of his regularly scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment. The employee on such leave shall determine with the Board Secretary in advance of beginning the leave the necessary deductions from his salary so as not to jeopardize pension, insurance, and other benefits.
- D. The number of persons given sabbatical leave in any year, shall not exceed one percent of the total number of the instructional staff. The number of leaves granted shall be distributed throughout the system. If the number of applications for such leaves exceeds the number available, the selection shall be based upon:
1. The estimated value of the plan to the individual and to the school system.
 2. The amount of seniority.
 3. The length of time since the last sabbatical leave.
- E. An employee on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of-living adjustments for foreign

ARTICLE XXII (continued)

service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of the salary he would have received if on active duty.

F. An employee who received a sabbatical leave shall agree to return to service with the Ocean City School District for a period of two years. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.

G. Upon return from a sabbatical leave, the employee shall be restored to his former position, or to one of equivalent status. He shall make such reports of his activities as may be required by the Superintendent.

ARTICLE XXIII

SUBSTITUTES

A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the New Jersey State Board of Examiners.

B. The Board of Education agrees, at all times, to maintain an adequate list of substitute teachers. Teachers who will be absent from school will be asked to call a telephone number which will be given to them at the beginning of each school year. If the possibility should exist that no one answers this phone within a reasonable time, we ask that each teacher then call their respective building principals to notify them of their impending absence from school. Substitutes shall be paid for a regular teaching day at the rate of \$22.00 per day.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the upgrading and updating of teacher performance and attitudes. The Association recognizes that the individual teacher must pursue a program of continued study and improvement in his field of interest and in the methods of dealing with instruction in this field. It is further recognized that the pattern of improvement may well vary from teacher to teacher in similar fashion to the progress of the students whom we teach. It shall therefore be the responsibility of each teacher, with the encouragement of his supervisors, the administration, and the Board to seek continued improvement.

B. To establish a Recruitment Committee to study and improve teacher recruitment. This committee shall develop ways to recruit teachers. The Superintendent and the president of the Association shall each appoint two (2) members to this committee and they shall choose a chairman from among themselves.

C. In order to encourage staff members to pursue academic improvement, the Board agrees to provide reimbursement of tuition for such teachers up to a maximum of \$200.00 per fiscal year. This shall be paid to the staff member following completion of the courses providing: (1) such courses either carry graduate credit or are reasonably related to the sound professional development of the staff member involved. The determination of whether a non-graduate course meets this standard shall be made by the Superintendent. This determination should be obtained by staff members contemplating enrolling in non-graduate courses in advance of their actually enrolling; (2) provided further that the employee must obtain a minimum grade of "B". Each employee, however, shall be entitled to exceptions to this minimum grade requirement as recommended by the Superintendent. In no event, however, will there be any reimbursement for a course in which a grade lower than "C" has been obtained. The employee shall apply in writing for reimbursement on a form provided by the Superintendent's office, and shall support such application by suitable evidence of successful completion of the courses and of the amount of tuition paid. Reimbursement under this provision shall be without regard to other sources of support that the employee may have.

ARTICLE XXV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey, which may affect his employment or salary status, the Board of Education shall reimburse him, in a reasonable amount under the circumstances, for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- C. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
- D. Adequate first aid and health services shall be provided for students and teachers in each school building for the entire school day.

ARTICLE XXVI

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.

B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

C. When, in the judgment of a teacher, a student is by his behavior disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. A teacher-principal conference shall result. In serious cases the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day a conference among himself, the parent or guardian and possibly an appropriate specialist to discuss the problem and to decide upon the appropriate steps for its resolution. The teacher shall be informed of such steps to be taken.

ARTICLE XXVII

INSURANCE PROTECTION

As of the beginning of the 1971-1972 school year, the Board shall provide health care insurance protection as follows:

1. Blue Cross
2. Blue Shield
3. Rider "J"
4. Major-medical Insurance

The Board shall pay the full premium for each employee and where appropriate for the full family plan insurance coverage.

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

2. Staff members on sabbatical leave to be covered by all insurance protection.

ARTICLE XXVIII

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Ocean City School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree to the Principals and Policies for the Teaching of Controversial Issues, as adopted by the State Department of Education on December 2, 1949.

ARTICLE XXIX

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

B. A petty cash fund shall be established in each school building for use in purchasing incidental supplies for classroom instructional use. With the approval of his immediate supervisor, a teacher may make expenditures from this fund. The teacher shall be reimbursed upon presentation of a paid receipt for such expenditures to the principal.

C. 1. An improved procedure for reviewing and evaluating books and other instructional materials and supplies shall be instituted as soon as possible after the effective day of this Agreement. Said procedure shall provide, among other things, for the following:

a. A separate committee shall be established as needed to make recommendations for each subject matter area;

b. School-based teachers shall be a majority of each such committee;

c. A supervisor shall not be able to prevent the recommendations of such committee;

d. The distinction between books adopted for system-wide use and those which there is freedom for individual school choice shall be clearly defined.

e. Supervisors may initiate such committees.

2. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.

ARTICLE XXX

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Ocean City Education Association, the Cape May County Education Association, or any one or any combination of such Associations, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Ocean City Education Association monthly. The Association Treasurer shall disburse such monies to the appropriate associations.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice, 30 days, prior to the effective date to such change.

C. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of the Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

F. Copies of this agreement shall be duplicated using school facilities, within thirty (30) days after the agreement is signed, and shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXXI (continued)

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to be sent to the following addresses:

1. If by the Association, to: Board of Education
 Ocean City High School

2. If by the Board, to: Ocean City Education Association
 Ocean City High School

ARTICLE XXXII

INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be established and shall meet no later than October 15, 1971, and from time to time thereafter on its own initiative. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community.
- B. The Council shall consist of ~~six~~ representatives of the Association and six persons to be appointed by the Superintendent. The Chairman of the Council shall be elected by the members of the Council at the first meeting.
- C. The Board and the Association will give consideration and study to all written recommendations submitted by the Council.

ARTICLE XXIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year first written above.

Ocean City Education Association

By

Joseph M. Bonner
President

Ocean City Board of Education

By

Floyd W. Townsend
President

By

Nancy M. Gittler
Secretary

By

Dorothea E. Baker
Secretary

SCHEDULE A

1. Effective July 1, 1971, the base salary shall be \$7,900.00. All other salaries shall be expressed as a percentage over the base salary as set forth below:

<u>Yr.</u>	<u>Bachelor Degree</u>	<u>B plus 15</u>	<u>B plus 30</u>	<u>Master Degree</u>	<u>M plus 15</u>	<u>M plus 30</u>	<u>M plus 45</u>
1	(Base salary)	5.6	11.1	16.7	22.2	27.8	33.3
2	5.6	11.1	16.7	22.2	27.8	33.3	38.9
3	11.1	16.7	22.2	27.8	33.3	38.9	44.4
4	16.7	22.2	27.8	33.3	38.9	44.4	50.0
5	22.2	27.8	33.3	38.9	44.4	50.0	55.6
6	27.8	33.3	38.9	44.4	50.0	55.6	61.1
7	33.3	38.9	44.4	50.0	55.6	61.1	66.7
8	38.9	44.4	50.0	55.6	61.1	66.7	72.2
9	44.4	50.0	55.6	61.1	66.7	72.2	77.8
10	50.0	55.6	61.1	66.7	72.2	77.8	83.3
11	55.6	61.1	66.7	72.2	77.8	83.3	88.9
12	61.1	66.7	72.2	77.8	83.3	88.9	94.4
13	66.7	72.2	77.8	83.3	88.9	94.4	100.0
14			83.3	88.9	94.4	100.0	105.6
15						105.6	111.1

2. Effective July 1, 1972, a cost-of-living adjustment will be made. The increase in the cost of living will be determined from the Consumer Price Index, U.S. City Average - all items - (1967 - 100) as published by the Bureau of Labor Statistics,

SCHEDULE A (continued)

U. S. Department of Labor. The measuring period shall be November 1970, through November 1971. Any increase in the Index over that period will be converted into a percentage increase in accordance with the following formula:

$$\frac{\text{Nov. 1971 Index} - \text{Nov. 1970 Index}}{\text{Nov. 1970 Index}} \times 100 = \text{Percentage Increase}$$

When the percentage increase has been determined, the existing base salary will be increased by the same percentage and all other salaries on the guide will be adjusted accordingly. In the event that there is no increase in the cost of living, the salaries in effect will be maintained.

3. Effective July 1, 1973, another cost of living adjustment will be made upon the same terms and conditions given in 2 above, except that the measuring period will be November 1971, through November 1972.

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

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

	<u>1971-72</u>	<u>1972-73</u>	<u>1973-74</u>
20-24 years of professional services in Ocean City	\$150	\$225	\$300
25-29 years of professional services in Ocean City	\$300	\$450	\$600
30 or more years of professional services in Ocean City	\$450	\$675	\$900

SCHEDULE A (continued)

6. Effective July 1, 1971, Department Chairmen shall receive each year, in addition to all other compensation payable under this Agreement, the sum of \$500. In addition thereto, each such Chairman shall receive \$15.00 per year for each teacher in his Department. For example, the Chairman of a Department consisting of six teachers would receive \$590 per year under this provision. A Department Chairman shall not be considered a member of the Department for the purpose of calculating the amount due him under this provision.

7. Nurses and non-degree nurses shall be compensated according to the appropriate schedule below. It is agreed that such personnel shall attain their proper level according to this schedule by the beginning of the 1972-73 academic year. Personnel who have not yet attained their proper level on the schedule shall receive a salary increase for the academic year 1971-72 equivalent to one-half the difference between their 1970-71 salary and their proper salary according to the schedule below. For example, a nurse whose 1970-71 salary is \$8,344.00, and whose proper place on the schedule is \$9,864.00, would be paid \$9,104.00 in 1971-72, and \$9,864.00 or full scale in 1972-73. Salaries for the academic year 1973-74 may be negotiated by mutual consent.

<u>Year</u>	<u>Non-Degree</u>	<u>Index</u>	<u>Degree</u>	<u>Index</u>
1	\$ 6,579.	.889	\$ 6,986.	.944
2	6,986.	.944	7,400.	1.000
3	7,400.	1.000	7,814.	1.056
4	7,814.	1.056	8,221.	1.111
5	8,221.	1.111	8,636.	1.167
6	8,636.	1.167	9,043.	1.222
7	9,043.	1.222	9,457.	1.278
8	9,457.	1.278	9,864.	1.333
9	9,864.	1.333	10,279.	1.389
10			10,686.	1.444

8. Personnel anticipating salary classification change for the next school calendar year must notify the Superintendent's office in writing by February 1st of the preceding school year.

<u>Year</u>	<u>Bachelor's</u>	
	<u>Salary</u>	<u>% Over Base</u>
1.	7,900	Base
2.	8,343	5.6
3.	8,777	11.1
4.	9,220	16.7
5.	9,654	22.2
6.	10,097	27.8
7.	10,531	33.3
8.	10,974	38.9
9.	11,408	44.4
10.	11,850	50.0
11.	12,293	55.6
12.	12,727	61.1
13.	13,170	66.7
14.		
15.		

SCHEDULE B

EXTRA-CURRICULAR COMPENSATION

<u>ACTIVITY</u>	* <u>Step I</u>	<u>1971-72</u> <u>Step II</u>	<u>1972-73</u> <u>Step III</u>	<u>1973-74</u> <u>Step IV</u>
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SCHEDULE B (continued)

<u>SPORT</u>	<u>COACH</u>	* <u>Step I</u>	<u>1971-72</u> <u>Step II</u>	<u>1972-73</u> <u>Step III</u>	<u>1973-74</u> <u>Step IV</u>
Athletic Director		\$ 1200.	\$ 1300.	\$ 1500.	\$ 1700.
Football	Head	1100.	1200.	1400.	1600.
	1st Assistant	600.	700.	800.	900.
	Assistants (3)	500.	600.	700.	800.
	Assistant Frosh	400.	500.	600.	700.
Basketball	Head	1100.	1200.	1400.	1600.
	1st Assistant	600.	700.	800.	900.
	Assistants (2)	500.	600.	700.	800.
Baseball	Head	900.	1000.	1200.	1400.
	Assistant	500.	600.	700.	800.
	7th & 8th Grade	450.	500.	550.	600.
Track	Head	900.	1000.	1200.	1400.
	Assistant	500.	600.	700.	800.
	7th & 8th Grade	450.	500.	550.	600.
Swimming	Head	900.	1000.	1200.	1400.
	Assistant	450.	500.	550.	600.
Wrestling	Head	600.	700.	900.	1100.
	Assistant	450.	500.	550.	600.
Tennis	Head	600.	700.	800.	900.
	Assistant	450.	500.	550.	600.
Golf	Head	600.	700.	800.	900.
	Assistant	450.	500.	550.	600.
Soccer	Head	600.	700.	800.	900.
	Assistant	450.	500.	550.	600.
Girls' Basketball	Head	500.	600.	700.	800.
	Assistant	400.	450.	500.	550.
Hockey	Head	500.	600.	700.	800.
	Assistant	400.	450.	500.	550.

Those who are on the first step or further, are to be placed on the next step. *All others are to be placed on the first step.

SCHEDULE B (continued)

<u>Primary School</u>	* <u>Step I</u>	<u>1971-72</u> <u>Step II</u>	<u>1972-73</u> <u>Step III</u>	<u>1973-7</u> <u>Step IV</u>
Administrative Assistant	\$ 150.	\$ 200.	\$ 250.	\$ 300.
Primary Press	50.	75.	100.	125.
 <u>Intermediate School</u>				
Supervision of bus pupils in morning and afternoon. Audio-Visual Aids. Supervision of boys' after-school sports' program. General Administra- tive assistant.	400.	450.	500.	550.
Boys' After-School Sports (2)	75.	100.	125.	150.
Intermediate School Paper (2)	50.	75.	100.	125.
Safety Patrol	150.	200.	250.	300.
Girls' After-School Sports (2)	75.	100.	125.	150.
Science Club	100.	150.	200.	250.
Hobby Club	100.	150.	200.	250.
History Club	100.	150.	200.	250.

Those who are on the first step or further are to be placed on the next step. *All others are to be placed on the first step.