

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

Effective July 1, 1994

**PREAMBLE**

This Agreement entered into by and between the Board of Education of Ocean City, New Jersey, hereinafter called the "Board", and the Ocean City Education Association, hereinafter called the "Association". Further, the terms "party" or "parties" shall refer to the "Board" and/or "Association".

**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 predominantly 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, as amended by Chapter 123, Public Laws of 1974 (NJSA 34:13A-1 to 34:13A-13) 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 here-by agreed as follows:

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than the date fixed by PERC for the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and voted upon by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. In support of such negotiations the Board shall make available to the Association for inspection, all pertinent records, date 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 representatives of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. Representatives of the Board's and the Association's negotiating committees shall meet upon mutual agreement for the purposes of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance or negotiation procedure.
  1. Each party shall submit to the other, at least three (3) days prior to the meetings, an agenda covering matters they wish to discuss.
  2. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
  3. Should a mutually acceptable amendment to this Agreement be agreed to by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "Grievance" is a claim upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation meaning, or application of any of the provisions of this Agreement. Matters which are not covered in this Agreement and matters for which a statutory remedy is provided, including the Board's failure to retain a non-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 by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

- (b) The parties shall then be bound by the rules and procedures of the Public Employment Relations Committee 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 bylaw or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issue submitted, and shall consider nothing else, nor can he add to or subtract from the Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) The cost for the services of the arbitrator, including per diem expenses, if any, 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 teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the 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

## ARTICLE 4

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information of public record and information that may be necessary for the Association to process any grievances. The Association agrees to furnish to the Board a list of its members in good standing, names and addresses of its officers and a list of all committees of the Association and the names and addresses of all members thereof. In the event there are any changes in the membership, the officers, or the members of the committees of the Association, the Association shall immediately notify the Board of such change.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or extra-curricular activities.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operation or extra-curricular activities, and provided there is no substantive cost to the Board of Education. The Principal of the building so used shall be notified, in writing at least one working day in advance, except in an emergency, of the time and place of all such meetings.
- E. With advance notification given to the Principal, the Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use provided the Association pays reasonable cost for necessary materials and damages caused by the Association.
- F. The Association shall have the privilege to use the 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 6

### TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, and they are expected to be punctual, but they shall not be required to "clock out" by hours and minutes. **All teachers shall be required to sign-in (initials) at the appropriate/designated administrative area each instructional day.**
1. The collective teacher arrival and departure time shall not exceed the student school day by more than forty-five (45) minutes. It is understood that the teacher school day is based upon the student school day for the school and/or shift to which he is assigned.
  2. The arrival and departure time for all teachers shall be designated as follows:

Primary School:	Arrive	8:30
	Depart	3:30
Intermediate School:	Arrive	7:40
	Depart	2:40
High School:	Arrive	7:45
	Depart	2:50
  3. A teacher's total in school workday shall consist of not more than seven (7) hours for the Primary School, seven (7) hours for the Intermediate School, and seven (7) hours and five (5) minutes for the High School, which shall include a duty-free lunch period.
  4. The maximum daily teaching load of High School teachers shall be five (5) periods. Assignment to a study hall/library period shall not be considered a teaching period for the purpose of this Article and said assignments shall be a maximum of one per day.
  5. A teacher may voluntarily teach more than five periods per day provided the involved teacher and the Association have given their written consent in any contract year.
- B. Primary and Intermediate School teachers shall have a minimum of two hundred (200) minutes per week for preparation time. Primary School preparation time shall be in thirty (30) minute, uninterrupted periods during the student day, and each teacher shall be guaranteed at least one (1) preparation period per day. High School teachers shall have a minimum of one full scheduled period for preparation time on a daily basis.
1. Teachers shall not be assigned to cover classes during their preparation period or during an administrative

- G. The Board shall first seek qualified voluntary candidates for extracurricular activities and/or positions by posting vacancies. The Board will attempt to use volunteer candidates. However, it reserves the right to assign other individuals. Those teachers assigned to said activities and/or positions, volunteers or not, shall be compensated and that compensation shall be in accordance with the schedules in Article 32.
- H. 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.
- I. Exceptions to the provisions of Sections A, D and F 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.



5. **Changes**

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. **New Employees**

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 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

## ARTICLE 9

### TEACHER EMPLOYMENT

#### A. Qualifications

Nothing in this Agreement shall obstruct the right of the Board from reassigning duties to supervisory personnel.

#### B. Certification

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

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

1. Teachers with previous outside teaching experience in a duly accredited school shall receive compensation for said years of employment (e.g. - A teacher with three (3) years experience shall be placed on step four (4) of the salary guide). Further, teachers with four (4) or more years of outside teaching experience shall receive a minimum placement of step five (5) on the salary guide.

Additional credit for military experience shall be in accordance with the law.

2. Any teacher employed for 91 school and/or working days, including orientation, professional, and NJEA Convention days shall receive a full year credit toward advancement on the salary guide and/or any other financial/seniority benefits normally due said teacher.

#### D. 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 Teacher Training Corps work and time spent on a Fullbright 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 30. Salary status shall be understood as step on guide according to classification.

## ARTICLE 10

### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. The salary of an employee shall be paid semi-monthly on the fifth and twentieth of each school month. The first check for each school year shall be on the 20th of September.
- C. Teachers may elect to participate in the "Direct Deposit of Paychecks".
  - 1. Any teacher who desires to enroll in this plan must do so prior to August 15 of each school year. Any teacher who desires to withdraw from the plan must do so after June 30 and prior to August 15 of each school year.
  - 2. It is agreed between the Board and the Association that if the Board of Education deposited its funds with a different institution, the Association would assume the responsibility of working out a Direct Deposit of Paychecks plan with the new institution. It is further understood between the parties that the internal operation of the plan is not a part of this Agreement, and is a matter between the bank and the Association.
  - 3. The Direct Deposit of Paychecks program shall be free of any bank charges to the Board of Education and the operation of the program shall not in anyway result in any additional work load than required by the normal issuance of paychecks.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final checks on the last working day in June if possible.
- F. Compensation for seasonal activities will be granted at the completion of said activity. In the case of a long term activity, one-half the stipend due will be granted in December, one-half will be granted in June.
- G. Effective July 1, 1994, the base salary shall be \$28,900. All other salaries shall be expressed as a percentage over the base salary as set forth below:

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

Number of years in the Ocean City School System:

14-16	three	percent of step 13 BA salary scale
17-19	five	percent of step 13 BA salary scale
20-22	seven	percent of step 13 BA salary scale
23-25	nine	percent of step 13 BA salary scale
26 or above	thirteen	percent of step 13 BA salary scale

- L. Department Chairpersons shall receive each year, in addition to all other compensation payable under this Agreement, the following sums:

A basic sum equal to four percent (4%) of step 13 of the BA salary scale.

In addition thereto, each Chairperson shall receive for each teacher in his/her department, a quarter of a percent (1/4%) of step 13 BA salary scale. Any Department Chairperson who is asked to evaluate the teachers in a second department shall receive each year, in addition to all compensation payable for the Chairpersonship of the first department provided for above, a quarter of a percent (1/4%) of step 13 BA salary scale for each teacher in the second department. A Department Chairperson shall not be considered a member of the department for the purpose of calculating the amount due him/her under this provision.

- M. Personnel anticipating salary classification changes for the next school year must notify the Superintendent's office in writing on or before February 1 of the preceding school year.
- N. Guidance Counselors shall work 10 days longer than the teaching calendar year. Compensation for the additional number of days shall be that specified in Article 35-D. The compensation shall be added to their base salary and distributed equally throughout their normal pay periods during the school year.



## ARTICLE 11

### TEACHING ASSIGNMENT

- A.
  - 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments, room assignments for the forthcoming year not later than **July 31**.
  - 2. If there is any significant change from the advertised position and the actual assignment of the hiree, the Superintendent shall abide by any contractual provision concerning posting of vacancies and/or teacher assignments. The Superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than **July 31**.
  - 3. In the event the change in such scheduled class and/or subject assignments, building assignments, or room assignments are proposed after **July 31**, 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 and a representative of the Association.
- B. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

## ARTICLE 13

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 1. It is understood that the period between academic years (summer) is understood to be an emergency time period.
- B. When an involuntary transfer or reassignment is necessary, the individual teacher shall be afforded the protection of any rules, regulations, State statutes, laws, and provisions of the Constitution of New Jersey and/or the United States.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefore. In the event that the teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting. Should any of the teachers' rights cited in Section B be violated, said teachers may have the right to institute a grievance.

## ARTICLE 15

### TEACHER EVALUATION

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



**ARTICLE 16**

**TEACHER FACILITIES**

Each school shall have the following facilities if possible:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. An appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge. Although it shall be cleaned regularly by the school's custodial staff, teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
3. A serviceable desk and chair and filing facilities for the use of each teacher.
4. A communication system so that teachers can communicate with the main office from their classrooms.
5. Well-lighted, clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
6. A separate, private dining area for the exclusive use of the teachers.
7. Suitable closet space for each teacher to store coats, overshoes and personal articles.

**SIDEBAR AGREEMENT  
FOR  
ARTICLE 16  
MAY 26, 1994**

**TEACHER FACILITIES**

*The administration shall make every good faith effort to deliver instructional materials and supplies requested by the teachers to each teacher's classroom in a timely manner prior to the first day of school. This provision shall be non-grievable.*

## ARTICLE 18

### TEMPORARY LEAVE OF ABSENCE

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

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Up to three (3) days leave for personal leave which shall be for the purpose of meeting a need which can not otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days.
  2. Up to five (5) days for the purpose of visiting other schools or attending meeting or conferences of an educational or professional nature, with prior approval of the teacher's Principal or Superintendent.
  3. Time necessary for appearances in any legal proceeding connected with teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.
  4. Up to five (5) days at any one time in the event of death or critical illness of a teacher's spouse, child, parent, brother, sister, in-laws or a member of a teacher's immediate household. Teachers shall be granted up to two (2) days in the event of death of a teacher's relative outside the immediate family defined above. A teacher may request via the Superintendent one day of leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system.
  5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.
  6. Other leaves of absence with pay may be granted by the Board for good reason on a case by case basis at the Board's discretion.
  7. With two days notice to the Superintendent (unless an emergency exists), up to three (3) days per year for official representatives of the Association to attend conferences, workshops, or conventions provided the Association pay the Board the salaries of substitutes needed to cover absence of said representatives.

## ARTICLE 19

### EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to one year shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. Any regular employee who is conscripted into the armed forces of the United States for service or training, shall be granted a military leave. He shall be reinstated to his position in this school system with full credit including the annual increment(s) under the salary policy, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.
- C. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay; however, during the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits.
  1. The Board retains the right to place a teacher on medical disability leave for any one of the following reasons:
    - (a) Whenever the teacher's physical condition adversely affects ability to continue to provide effective classroom instruction.
    - (b) The physical condition or capacity is such that the teacher's health would be impaired if permitted to continue teaching, and if:
      - (1) the teacher fails to produce a certificate from a medical doctor stating that said teacher is medically able to continue teaching, or
      - (2) the Board of Education's physician and the teacher's physician agree that said teacher cannot continue teaching, or
      - (3) following any difference of medical opinion between the Board's physician and the teacher's physician the Board requests expert consultation in which case (a medical society) Pg.24

preclude the one year time period cited above. Said child rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the teacher with the necessary information in order that the teacher can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

1. Child-rearing leave without pay shall be granted to a requesting teacher with a child less than six months of age and shall be from the end of the disability period to the end of that school year or to the end of the following school year if the birth occurs between May 1 and September 1. The teacher shall make a written request at least sixty days prior to the commencement of said leave.
- E. A leave of absence of up to one (1) year without pay shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board on a case by case basis.
1. Of the leaves outlined in paragraphs D, D-1, and E of this Article, of the one (1) contracted school year, 12 weeks shall be subject to the provisions of the Family Leave Act (N.J.S.A. 34:11B-1) or the Federal Family Leave Act.
- F. The board shall grant a leave of absence without pay to a teacher to campaign for or serve in public office.
- G. Other leaves of absence without pay may be granted by the Board for good reason on a case by case basis.
- H. 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 as he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward the fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on leave granted under sections D, E, F, and G above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leaves granted under C, above, shall count toward increment credit provided teacher taught at least 91 school and/or working days, including orientation, professional and N.J.E.A. Convention days during that school year. Any request for an extension of an existing leave shall be made at least thirty (30) days prior to the termination date of the initial leave. The Board, at its sole option, may grant such extensions.
- I. **JOB SHARING:**  
Upon the recommendations of the Superintendent, and when the request is made for medical, family or other unusual reasons, the board of Education at its discretion may grant permission to teachers to share a position under the

4. **Conditions if the Number of Applications Exceed the Number of Positions Available.**

If the number of teachers who apply for permission to share a teaching assignment exceeds the number permitted, the Board of Education shall consider the following factors in making a determination as to who is to be granted permission to share a position pursuant to this Article of the contract:

- a. The educational impact of the plan proposed by the teacher.
- b. Seniority of the teacher who have made application to share a job.
- c. The teachers' prior involvement in a job-sharing position.
- d. The personal reasons advanced by the teachers for requesting approval of job-sharing.
- e. The Board shall consider any recommendation which may be made by the Association, but the Board's decision pursuant to this paragraph of this Article shall be final and shall not be the subject of a grievance.

5. **Salary and Fringe Benefits.**

- a. Teachers engaged in job-sharing shall be paid one-half (1/2) of the salary that they would have received in accordance with the salary guide if working full time.
- b. Each teacher employed in a job-sharing assignment shall be given credit for one (1) full year on the salary guide.
- c. The Board of Education shall not provide health care insurance protection and, in addition, shall not be required to create the "fringe medical account" as set forth in Paragraph B of Article 25 of the Agreement for teachers while engaged in job-sharing.
- d. Teachers engaged in job-sharing shall be entitled to one-half (1/2) of the sick leave days provided for in Article 17 of the Agreement.
- e. Teachers engaged in job-sharing shall be granted one-half (1/2) year's credit toward seniority for each year worked.
- f. Teachers engaged in job-sharing shall be entitled to one-half (1/2) of the temporary leave of absence provided for in Article 18 of the Agreement.

## ARTICLE 20

### SABBATICAL LEAVES

- A. Upon the recommendation of the Superintendent, the Board of Education at its discretion, may grant sabbatical leaves to qualified personnel for the purpose of study, travel or other purposes as may be approved by the Board of Education.
- B. The employee shall apply for such leave in writing to 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 receiving sabbatical leaves in any year shall not exceed three teachers. The number of leaves granted shall be distributed according to requests throughout the system. If the number of applications for such leaves exceed the number available, the selection shall be based upon:
  - 1. The estimated value of the plan to the individual and to the school system.
  - 2. The amount of seniority.
  - 3. The length of time since the last sabbatical leave.
- E. An employee on sabbatical leave shall report all compensation received from sources other than the Board of Education, provided that compensation shall not include such items as allowance for travel, cost-of living adjustment for foreign service, research or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board of Education shall be reduced to bring the total to the amount of the

**ARTICLE 21**

**SUBSTITUTES**

- A. Reasonable effort shall be made to employ substitutes to fill positions which are vacant because teachers are temporarily absent or on leave.
- B. 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 Principal to notify them of their impending absence from school.
- C. Any substitute who assumes the position of a teacher for a period of ninety (90) consecutive regular teaching days, shall be paid no less than Step 1 of Salary Schedule A and shall be entitled to all benefits accorded teachers. However, if said teacher is rehired for the following school year, he/she shall be placed on the appropriate step of Schedule A according to this Agreement.

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 24

### 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 judgement 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 judgement 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.

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

1994-1995 ...	\$350.00
1995-1996 ...	\$350.00
1996-1997 ...	\$350.00

## ARTICLE 27

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Insufficient or inadequate textbooks, supplies, or materials shall not be a reason for a negative rating in any area of the evaluative process affected by this deficiency.
- 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 recommendation 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 in accordance with affirmative action rules and regulations.

## ARTICLE 29

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall be adopted as Board policy and constitutes the total understanding between the Board and the Association and both parties shall give it full force and effect.
- B. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, 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 teacher or 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, unless otherwise exempt as per Section B, of this Article, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- F. Copies of this Agreement shall be duplicated using school facilities, within thirty (30) days after the Agreement is signed, and shall be presented to all teachers now employed, or hereafter employed.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in

## ARTICLE 30

### INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be established and shall meet no later than October 15 of each school year, and from time to time thereafter on its own initiative. The purpose of the Council shall be to strengthen the educational program through research and recommendations.
- B. The Council shall consist of six representatives of the Association and six persons to be appointed by the Superintendent. The Chairperson 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.

shall be thirty percent (30%) of the per diem rate times the total number of accumulated sick leave days and payable to the employee's estate.

6. If the retiree desires not to receive his/her unused sick leave compensation as a lump sum, he/she may choose instead to receive payment in equal annual installments spread over two (2) or three (3) consecutive calendar years. It is understood that once the retiree requests a certain method of payment, he/she may not change that request after any money has been paid. It is also understood that the retiree will not be entitled to any interest on this money at any time.

In the event the retiree dies before all the money has been paid, the balance owed will be paid in a lump sum to the retiree's estate.

- G. Any staff member assigned by the Superintendent to provide assistance or supervision for a community activity shall be fully covered by the Board as if he were performing normal duties and shall be compensated at \$30.00 per hour for said duty assignment. A staff member may participate in a community activity only with the advance permission of the Superintendent who will also authorize the number of hours for which the staff member will be compensated.

It is understood that said compensation is not in lieu of Schedule B/C, nor is it applicable to normal extra curricular activities included in Schedule B/C.

- H. **Coaches (Schedule "B"):**  
Head coaches top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract. All head coaches will be on same level.

The Trainer top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract. The Athletic Director may assign the Trainer to attend extracurricular / athletic events. The number of events and the number of hours assigned shall be approved by the Board. Compensation for said assignment shall be that specified in Article 32-G.

Compensation for the Trainer will be based on the following:

Attendance at Varsity football	- 2.5 hours
Attendance at other varsity events	- 2.0 hours
Attendance at Varsity doubleheaders	- 3.0 hours
Attendance at Junior & Freshman games	- 1.5 hours

The Athletic Director top step shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "B" contract.

- I. **ACTIVITY (Schedule "C"):**  
An activity shall be defined as that which contains an unrestricted number of meetings, which culminates in a performance, competition or public obligation. The head advisor's stipend shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule "C" contract.

- J. **CLUB:**  
A club shall be defined as that which does not require a specific number of meetings to reach the club's goals or objectives. Those goals and objectives will not have to culminate in a performance, interscholastic competition or public obligation. The advisor's stipend shall be negotiated between the parties. All other steps shall be arrived at by subtracting the appropriate differentials that exist in the attached Schedule for clubs.

**Article 32 [Schedule 32-1]  
1994-1997 Schedules - Activities, Clubs, Sports**

Activity	94-95			95-96			96-97		
	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3
Academic Team	863	994	1126	895	1031	1168	929	1071	1213
Band Front	863	994	1126	895	1031	1168	929	1071	1213
Billows	2368	2631	2895	2456	2729	3002	2550	2834	3117
Cheerleading Fall, #1Head	2046	2310	2573	2122	2396	2668	2203	2488	2770
Cheerleading Fall, #2Assis.	1575	1779	1981	1634	1845	2054	1696	1916	2133
Cheerleading Winter, #1Head	2046	2310	2573	2122	2396	2668	2203	2488	2770
Cheerleading Winter, #2Assis.	1575	1779	1981	1634	1845	2054	1696	1916	2133
Cheerleading I/S Year, #3Assis.	1575	1779	1981	1634	1845	2054	1696	1916	2133
<b>NOTE: Present Advisor's Stipend of \$2091.00 for Cheerleading Assistant will remain frozen until the third year of the contract. Any new advisor shall receive the new negotiated activity stipend for that school year.</b>									
Choir	1726	1990	2253	1790	2064	2337	1859	2143	2427
Chorus	863	994	1126	895	1031	1168	929	1071	1213
Drama Advisor #1 Head	2368	2631	2895	2456	2729	3002	2550	2834	3117
Drama Advisor #2 Assis.	1823	2026	2229	1891	2101	2312	1964	2182	2400
Drama Advisor #3 I/S	1705	1894	2084	1768	1965	2161	1836	2040	2244
Marching Band/Jazz Ensem.	2690	2953	3217	2790	3063	3336	2897	3181	3464
Mock Trial	863	994	1126	895	1031	1168	929	1071	1213
School Band	863	994	1126	895	1031	1168	929	1071	1213
School Newspaper	863	994	1126	895	1031	1168	929	1071	1213
Stage Crew	863	994	1126	895	1031	1168	929	1071	1213



**Article 32 [Schedule 32-2]  
1994-1997 Schedules - Activities, Clubs, Sports**

Student Council HS H/S	1726	1990	2253	1790	2064	2337	1859	2143	2427
Student Council IS I/S	1705	1894	2084	1768	1965	2161	1836	2040	2244
Technical Advisor	863	994	1126	895	1031	1168	929	1071	1213
Yearbook Advisor #1 Head	2368	2631	2895	2456	2729	3002	2550	2834	3117
Yearbook Advisor #2 Assis.	1823	2026	2229	1891	2101	2312	1964	2182	2400
Yearbook Advisor #3 7th & 8Th Gd.	1705	1894	2084	1768	1965	2161	1836	2040	2244
<b>Surf Team</b>	<b>1575</b>	<b>1779</b>	<b>1981</b>	<b>1634</b>	<b>1845</b>	<b>2054</b>	<b>1696</b>	<b>1916</b>	<b>2133</b>

**Article 32 [Schedule 32-3]  
1994-1997 Schedules - Activities, Clubs, Sports**

<b>Clubs</b>	<b>94-95</b>	<b>95-96</b>	<b>96-97</b>
Art	1114	1155	1199
Computer	1114	1155	1199
French	1114	1155	1199
French I/S	1114	1155	1199
History H/S	1114	1155	1199
History I/S	1114	1155	1199
Hobby	1114	1155	1199
Just Say No	1114	1155	1199
Latin	1114	1155	1199
Math	1114	1155	1199
Photo	1114	1155	1199
Psychology	1114	1155	1199
Rocket	1114	1155	1199
S.A.D.D.	1114	1155	1199
S.E.A.	1114	1155	1199
Safety Patrol	1114	1155	1199
Science 7th Gd.	1114	1155	1199
Science 8th Gd.	1114	1155	1199
Science H/S	1114	1155	1199
Spanish H/S	1114	1155	1199
Spanish I/S	1114	1155	1199

**Article 32 [Schedule 32-4]  
1994-1997 Schedules - Activities, Clubs, Sports**

<b>Clubs</b>	<b>94-95</b>	<b>95-96</b>	<b>96-97</b>
Honor Society, H/S	1114	1155	1199
<p align="center"><b>NOTE: Present Advisor's Stipend of \$1943.00 will remain frozen for the duration of this contract. Any new advisor shall receive the new negotiated club stipend starting at 1114, 1155 or 1199.</b></p>			
Honor Society, Jr.	1114	1155	1199
Weight Room Training (Fall)	1114	1155	1199
Weight Room Training (WINTER)	1114	1155	1199
Weight Room Training (SPRING)	1114	1155	1199
Key Club	1114	1155	1199
Interact Club	1114	1155	1199
Literary Magazine	1114	1155	1199
S.T.O.P.	1114	1155	1199
Amnesty International	1114	1155	1199

**Article 32 [Schedule 32-5]  
1994-1997 Schedules - Activities, Clubs, Sports**

Sports	94-95			95-96			96-97		
	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3
Athletic Director	8181	8766	9351	8484	9093	9696	8811	9441	10068
Athletic Trainer	8181	8766	9351	8484	9093	9696	8811	9441	10068
Baseball #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Baseball #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Baseball #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Baseball #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Basketball Boy's #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Basketball Boy's #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Basketball Boy's #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Basketball Boy's #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Basketball Girls' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Basketball Girls' #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Basketball Girls' #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Basketball Girls' #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138

**Article 32 [Schedule 32-6]  
1994-1997 Schedules - Activities, Clubs, Sports**

Sports	94-95			95-96			96-97		
	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3
Cross Country Boy's #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Cross Country Boy's #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Cross Country Girls' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Field Hockey #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Field Hockey #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Field Hockey #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Field Hockey #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Football #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Football #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Football #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Golf	3542	3795	4048	3673	3936	4198	3814	4087	4359
Soccer #1 Boys Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Soccer #2 Boys Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Soccer #3 Boys Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Soccer #3 Boys Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Soccer #1 Girls Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Soccer #2 Girls Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356

**Article 32 [Schedule 32-7]  
1994-1997 Schedules - Activities, Clubs, Sports**

Sports	94-95			95-96			96-97		
	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3
Softball #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Softball #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Softball #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Softball #3 Assis.(s) Fr	2550	2732	2915	2645	2834	3023	2746	2943	3138
Swimming #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Swimming #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Tennis Boys' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Tennis Boys' #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Tennis Girls' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Tennis Girls' #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Track & Field Boys' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Track & Field Boys' #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Track & Field Boys' #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138
Track & Field Girls' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Track & Field Girls' #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Track & Field Girls' #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138

**Article 32 [Schedule 32-8]  
1994-1997 Schedules - Activities, Clubs, Sports**

Sports	94-95			95-96			96-97		
	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3	Stp1	Stp2	Stp3
Winter Track Boys' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Winter Track Girls' #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Wrestling #1 Head	3542	3795	4048	3673	3936	4198	3814	4087	4359
Wrestling #2 Assis.(s) JV	2727	2922	3117	2828	3031	3232	2937	3147	3356
Wrestling #3 Assis.(s) 7/8	2550	2732	2915	2645	2834	3023	2746	2943	3138

**ARTICLE 33**

**EVALUATION OF STUDENTS**

- A. The Board and the Association recognize the right of the teacher in the first instance to affix a grade. No grade or evaluation shall be changed without giving written notification to the involved teacher.



**ARTICLE 35**

**TWELVE MONTH EMPLOYEES**

- A. Salaries on professional staff members on a twelve month basis shall be computed by the following formula:

Position on salary guide x 1.16

- B. Three weeks vacation time shall be granted to twelve month employees. This vacation time shall be scheduled in a fair and equitable fashion.
1. Employees shall submit their request for vacation to their supervisor no later than April 1. The supervisor will respond by April 15.
  2. Vacation time may be scheduled from one week after the close of school to one week prior to the opening of school.
- C. Any changes from a twelve (12) month status to a ten (10) month status must be given on or before February 1 of the fiscal year so affected.
1. The above statement does not constitute a waiver of either party's rights in this regard.
- D. **EMPLOYMENT BEYOND THE NORMAL SCHOOL CALENDAR YEAR**
1. In the event any member of the bargaining unit's service be requested beyond the teaching calendar year, such member shall be compensated at a per diem rate equalling the individual's total ten (10) month teaching salary for the upcoming year divided by 200.

**PART TIME EMPLOYEES LANGUAGE**  
*Sidebar Agreement November 1, 1994*

1. Part time teachers will be required to work 3 1/2 consecutive hours per day. A concerted effort will be made to schedule this as beginning at the teacher's reporting time or ending at the teacher's departure time in accordance with Article 6. Any consecutive 3 1/2 hour schedule, however, shall not be subject to the grievance procedure.
2. Part time teachers will teach a maximum of three periods, or teach two periods and be assigned a duty period. In those areas that are not taught by periods, they shall be entitled to 1/2 the normal preparation time.
3. Part time teachers will not be required to return to school for staff meetings and/or conferences if their departure time is prior to the end of the school day. They will be required to attend Back-to-School Night.
4. Salary shall be 1/2 of the guide step they would be placed on if they were full time teachers.
5. For each full year of part time work, they will be given credit for a full year on the salary guide and a full year toward longevity.
6. If a part time employee reaches longevity, he/she will receive 1/2 the longevity payment amount for the corresponding year.
7. Part time teachers will receive 10 sick days, 3 personal days, and full benefits of all other leave days outlined in Article 18.
8. Part time teachers shall be entitled to 1/2 the fringe medical account as stated in Article 25. Additionally, they shall be entitled to 1/2 the amount listed for courses reimbursement in Article 22.
9. Part time teachers shall be entitled to full Dental coverage under the same plan as full time employees.
10. The Board agrees not to employ two part time teachers in any area/Department in lieu of having a full time employee in that area/Department, unless certification and program needs necessitate different positions.
11. Nothing in any language concerning part time employees shall be confused with the separate language for job sharing.

12. Part time teachers will be given all due consideration for any subsequent full time vacancies in their areas of certification.
13. All other contract language, except that pertaining to NJ State Health Care Benefits, shall pertain to part time employees as if they were full time.

Ocean City  
Education Association

By: *H. L. Hagan*  
President

By: *Sharon D. Norton*  
Secretary

Ocean City  
Board of Education

By: *Jimmie M. Mullen*  
President

By: *Matthew Touli*  
Secretary / School  
Business Administrator