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RUTGERS UNIVERSITY

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, 1989

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PREAMBLE

This Agreement entered into by and between the Board of Education of Ocean City, New Jersey, hereinafter called the "Board" , and the Ocean City Education Association, hereinafter called the "Association".

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 1

RECOGNITION

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

Classroom teachers

Nurses

Specialists:

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

Guidance Counselors

Compensatory Education Teachers

Media Specialist/Librarian

AVA Coordinator

Excluded are:

Principals

Assistant Principals

Director of Guidance

Director of Special Services

Per Diem Substitutes

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

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. 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

ARTICLE 2 (continued)

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.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 2 (continued)

- F. 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 "sanction". 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".

- G. 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, rulings or decisions.

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

- I. In accordance with and to the extent required by Chapter 303, Public Laws of 1968, as amended by Chapter 123, P.L. of 1974, proposed new rules or modifications of existing rules governing working conditions shall first be negotiated with the Association. Both parties to these negotiations understand that this Agreement incorporates the entire understanding between the parties on matters which were the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- J. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

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

ARTICLE 3 (continued)

herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

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

(a) Any teacher(s) having a grievance, must institute the proceedings at this level within 21 days after the teacher(s) knew of the grievance.

(b) If the Association has a grievance, it must institute the proceedings at this level within 21 days after it 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

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

ARTICLE 3 (continued)

(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. Such submission to arbitration shall be filed through the Public Employment Relations Commission (PERC), with a copy of such filing forwarded simultaneously to the Board.
- (b) The parties shall 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 by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issue submitted, and shall consider nothing else, nor can he 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.

ARTICLE 3 (continued)

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 grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the Grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the 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 this Article.
3. All teachers, including a teacher who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the Superintendent, Principal or other supervisory personnel, regardless of the pendency of any grievance, until such grievance is properly determined.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 3 (continued)

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 this Article.

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

ARTICLE 4 (continued)

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 5

SCHOOL WORK YEAR

The Board agrees that the representatives of the Association shall be consulted before adopting the calendar for each of the school/work years covered by this Agreement. The teacher work year shall be 193 days long which shall include 10 emergency days, which if not used for snow days, storm days, or emergency closings, shall be deleted from the teacher work year. Teachers newly employed in the district may be required to work an additional two (2) days for orientation.

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 in or clock out" by hours and minutes.

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:

Elementary:	Arrive	8:30
	Depart	3:30

Middle:	Arrive	8:30
	Depart	3:30

Secondary:	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 Elementary School, seven (7) hours for the Middle School, and seven (7) hours and five (5) minutes for the Secondary School, which shall include a duty-free lunch period.

4. The maximum daily teaching load of secondary 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. Elementary and Middle School teachers shall have a minimum of two hundred (200) minutes per week for preparation time. Primary School preparation time, beginning September, 1990, shall be in thirty (30) minute, uninterrupted periods during the student day, and each

ARTICLE 6 (continued)

teacher shall be guaranteed at least one (1) preparation period per day. Secondary teachers shall have a minimum of one full scheduled period for preparation time on a daily basis.

1. Teachers shall not be assigned to cover classes during their preparation period or during an administrative period in which they are relieved, unless their consent is first obtained or unless an emergency has arisen. For the purpose of this provision an emergency shall be defined as a situation for which there was no reasonable opportunity to make other arrangements.
 2. Secondary 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.
- C. Department Chairpersons shall not be assigned more than three (3) student instruction-supervision periods per day, and shall be excused from regular study hall duties and homeroom assignments. The Director of Athletics shall not be assigned more than three (3) student instruction-supervision periods per 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.
- D. Teachers shall have a daily duty-free lunch period of at least the following lengths:
- | | | |
|-------------------|---|------------|
| Elementary School | - | 40 minutes |
| Middle School | - | 40 minutes |
| Secondary School | - | 25 minutes |
- E. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods and/or preparation period, so long as they make their absence and return known to the main office.
- F. Building-based teachers may be required to attend faculty or other professional meetings.
1. The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers

ARTICLE 6 (continued)

shall have the opportunity to suggest items for the agenda. Association representatives may speak to the teachers during any meeting referred to provided the administration has been notified prior to the meeting.

2. No meetings shall be called for on a Friday or any day preceding a holiday, unless an emergency has arisen.

- 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 Schedule B, 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.

ARTICLE 7

CLASSROOM SAFETY

- A. The class size in the Ocean City School District shall not exceed the number of student stations available within a given classroom.

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

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

ARTICLE 8

NON-TEACHING DUTIES

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

1. Teachers shall not be required to perform nonprofessional duty assignments of clerical and/or custodial functions which are not related to the classroom/teaching process. Assignments of other unit work such as milk distribution outside the classroom, supervision of cafeterias and sidewalks, and bus loading and unloading, playground supervision shall not be made.

(a) Central registers shall be kept in all buildings.

2. 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. The transporting teacher shall be fully insured by the Board of Education in compliance with New Jersey Law. He shall be compensated at the rate set forth below for use of his own automobile. Tolls, where applicable, shall be reimbursed in addition to mileage. With the exception of Child Study Team car use in Ocean City and/or teacher travel between buildings, each teacher shall be reimbursed for the use of his/her auto in carrying out authorized school district responsibilities and/or attending approved conferences in accordance with the following:

1989-1992: thirty cents (.30) per mile

(a) The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, liabilities, and expenses incurred by a teacher against whom any action shall be brought for any act or omission other than assaults or other intentional acts causing injury to another arising out of the performance of school duties and/or participation in any authorized school function or activity in accordance with and to the extent of New Jersey statutes. Any teacher working on an approved school activity shall be fully covered by the Board as if he were performing normal teaching duties.

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. Credit up to and including the fourth (4th) step of any classification 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 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.

ARTICLE 9 (continued)

- 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.
- 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. Tenured teachers may terminate their employment upon sixty (60) 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.
- J.
 - 1. The use of classroom aides other than as supervised assistants shall not be accepted as a viable substitute for certified teachers in instructional situations.
 - 2. New or experimental programs involving changes in teacher status, duties, or responsibilities must be carried out in accordance with the articles of the teachers' contract.
 - (a) Such new or experimental programs may be instituted for the purpose of determining their educational value and effectiveness after thorough research and discussion among the Board, the Administration, and the Association. It is further suggested that the Instructional Council and the Curriculum Coordinator function in mutual cooperation and communication.

ARTICLE 10

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. The salary of an employee shall be paid semi-monthly 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 any way result in any additional work load than required by the normal issuance of paychecks.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- E. Teachers shall receive their final 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.

ARTICLE 10 (continued)

G. Effective July 1, 1989, the base salary shall be \$22,842. All other salaries shall be expressed as a percentage over the base salary as set forth below:

<u>Yr.</u>	<u>Bachelor's Degree</u>	<u>B+15</u>	<u>B+30</u>	<u>Master's Degree</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</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	
16								116.7

H. The existing base salary (1989-90) will be increased to \$24,464.00 and all other salaries on the guide will be adjusted accordingly for the years 1990-91. (See salary guide)

I. The existing base salary (1990-91) will be increased to \$26,250.00 and all other salaries on the guide will be adjusted accordingly for the years 1991-92. (See salary guide)

OCEAN CITY PUBLIC SCHOOL
 OCEAN CITY N.J.
 SALARY GUIDE 1989-90

Yr.	Bachelor		Bachelor + 15		Bachelor + 30		Masters		Masters + 15		Masters + 30		Masters + 45		
	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	
1	22842	5.6	24121	5.6	25377	11.1	26657	16.7	27913	22.2	29192	27.8	30448	33.3	
2	24121	5.6	25377	11.1	26657	16.7	27913	22.2	29192	27.8	30448	33.3	31728	38.9	
3	25377	11.1	26657	16.7	27913	22.2	29192	27.8	30448	33.3	31728	38.9	32984	44.4	
4	26657	16.7	27913	22.2	29192	27.8	30448	33.3	31728	38.9	32984	44.4	34263	50	
5	27913	22.2	29192	27.8	30448	33.3	31728	38.9	32984	44.4	34263	50	35542	55.6	
6	29192	27.8	30448	33.3	31728	38.9	32984	44.4	34263	50	35542	55.6	36798	61.1	
7	30448	33.3	31728	38.9	32984	44.4	34263	50	35542	55.6	36798	61.1	38078	66.7	
8	31728	38.9	32984	44.4	34263	50	35542	55.6	36798	61.1	38078	66.7	39334	72.2	
9	32984	44.4	34263	50	35542	55.6	36798	61.1	38078	66.7	39334	72.2	40613	77.8	
10	34263	50	35542	55.6	36798	61.1	38078	66.7	39334	72.2	40613	77.8	41869	83.3	
11	35542	55.6	36798	61.1	38078	66.7	39334	72.2	40613	77.8	41869	83.3	43149	88.9	
12	36798	61.1	38078	66.7	39334	72.2	40613	77.8	41869	83.3	43149	88.9	44405	94.4	
13	38078	66.7	39334	72.2	40613	77.8	41869	83.3	43149	88.9	44405	94.4	45684	100	
14			41869	83.3	43149	88.9	44405	94.4	45684	100	46963	105.6			
15													46963	105.6	
														48219	111.1

16 Step 16 applies to Master's + 60 Only This salary is 49499 116.7

OCEAN CITY PUBLIC SCHOOL
 OCEAN CITY N.J.
 SALARY GUIDE 1990-91

Yr.	Bachelor		Bachelor + 15		Bachelor + 30		Masters		Masters + 15		Masters + 30		Masters + 45			
	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %	Salary Base	Over %		
1	24464	5.6	25834	5.6	27180	11.1	28549	16.7	29895	16.7	29895	22.2	31265	27.8	32611	33.3
2	25834	5.6	27180	11.1	28549	16.7	29895	22.2	29895	22.2	31265	27.8	31265	33.3	33980	38.9
3	27180	11.1	28549	16.7	29895	22.2	31265	27.8	31265	27.8	32611	33.3	33980	38.9	35326	44.4
4	28549	16.7	29895	22.2	31265	27.8	32611	33.3	33980	38.9	33980	38.9	35326	44.4	36696	50
5	29895	22.2	31265	27.8	32611	33.3	33980	38.9	35326	44.4	35326	44.4	36696	50	38066	55.6
6	31265	27.8	32611	33.3	33980	38.9	35326	44.4	36696	50	36696	50	38066	55.6	39412	61.1
7	32611	33.3	33980	38.9	35326	44.4	36696	50	38066	55.6	38066	55.6	39412	61.1	40781	66.7
8	33980	38.9	35326	44.4	36696	50	36696	50	38066	55.6	39412	61.1	40781	66.7	42127	72.2
9	35326	44.4	36696	50	38066	55.6	38066	55.6	39412	61.1	40781	66.7	42127	72.2	43497	77.8
10	36696	50	38066	55.6	39412	61.1	39412	61.1	40781	66.7	42127	72.2	43497	77.8	44843	83.3
11	38066	55.6	39412	61.1	40781	66.7	40781	66.7	42127	72.2	43497	77.8	44843	83.3	46212	88.9
12	39412	61.1	40781	66.7	42127	72.2	42127	72.2	43497	77.8	44843	83.3	46212	88.9	47558	94.4
13	40781	66.7	42127	72.2	43497	77.8	43497	77.8	44843	83.3	46212	88.9	47558	94.4	48928	100
14			44843	83.3	46212	88.9	46212	88.9	47558	94.4	48928	100	50298	105.6		
15															50298	105.6

16 Step 16 applies to Master's + 60 Only This salary is 53013 116.7

OCEAN CITY PUBLIC SCHOOL
 OCEAN CITY N.J.
 SALARY GUIDE 1991-92

Yr.	Bachelor		Bachelor + 15		Bachelor + 30		Masters		Masters + 15		Masters + 30		Masters + 45	
	Salary Base	% Over Base	Salary Base	% Over Base	Salary Base	% Over Base	Salary Base	% Over Base	Salary Base	% Over Base	Salary Base	% Over Base	Salary Base	% Over Base
1	26250	5.6	27720	11.1	29164	11.1	30634	16.7	32078	22.2	32078	22.2	33548	27.8
2	27720	5.6	29164	11.1	30634	16.7	32078	22.2	33548	27.8	34991	33.3	36461	38.9
3	29164	11.1	30634	16.7	32078	22.2	33548	27.8	34991	33.3	36461	38.9	37905	44.4
4	30634	16.7	32078	22.2	33548	27.8	34991	33.3	36461	38.9	37905	44.4	39375	50
5	32078	22.2	33548	27.8	34991	33.3	36461	38.9	37905	44.4	39375	50	40845	55.6
6	33548	27.8	34991	33.3	36461	38.9	37905	44.4	39375	50	40845	55.6	42289	61.1
7	34991	33.3	36461	38.9	37905	44.4	39375	50	40845	55.6	42289	61.1	43759	66.7
8	36461	38.9	37905	44.4	39375	50	40845	55.6	42289	61.1	43759	66.7	45203	72.2
9	37905	44.4	39375	50	40845	55.6	42289	61.1	43759	66.7	45203	72.2	46673	77.8
10	39375	50	40845	55.6	42289	61.1	43759	66.7	45203	72.2	46673	77.8	48116	83.3
11	40845	55.6	42289	61.1	43759	66.7	45203	72.2	46673	77.8	48116	83.3	49586	88.9
12	42289	61.1	43759	66.7	45203	72.2	46673	77.8	48116	83.3	49586	88.9	51030	94.4
13	43759	66.7	45203	72.2	46673	77.8	48116	83.3	49586	88.9	51030	94.4	52500	100
14					48116	83.3	49586	88.9	51030	94.4	52500	100	53970	105.6
15													53970	105.6

16 Step 16 applies to Master's + 60 Only This salary is 56884 116.7

ARTICLE 10 (continued)

J. The Board may withhold, for inefficiency or other good cause, the employment increment which includes a 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.

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 the base salary
17-19	five	percent of the base salary
20-22	seven	percent of the base salary
23-25	nine	percent of the base salary
26-28	eleven	percent of the base salary
29 or above	thirteen	percent of the base salary

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

1989-90	- \$1,620.00
1990-91	- \$1,750.00
1991-92	- \$1,890.00

In addition thereto, each Chairperson shall receive \$27.00 per year (\$29.00 for 1990-91; \$31.00 for 1991-92) for each teacher in his/her department. (For example, the Chairperson of a department consisting of six teachers would receive \$1,782.00 for the 1989-90 school year under this Agreement) 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.

ARTICLE 10 (continued)

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 Chairmanship of the first department provided for above, \$65.00 (\$70.00 for 1990-91; \$76.00 for 1991-92) for each teacher in the second department. (For example, Department Chairperson in example above who is receiving \$1,620.00 for the 1989-90 school year, now would also receive \$455.00 for evaluating seven members of a second department or a total for the two departments of \$2,075.00.)

- 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.

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 June 30.
 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 June 30.
 3. In the event the change in such scheduled 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 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

ARTICLE 11 (continued)

required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

ARTICLE 12

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. No later than April 30 each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies for the following school year.
2. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Superintendent not late than May 15. In the event of vacancies occurring after April 30, the Board shall instruct the Superintendent to make an immediate announcement as specified in A-1 and not less than two weeks shall be allowed for teacher applications for transfer. There shall be letter notification of any positions occurring during the period between June 20th and August 30th sent to the home addresses of all present certified and qualified faculty who have met the provisions of sentence number one of this paragraph.
3. As soon as practicable, and no later than June 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. Teachers already employed by the Board should be afforded equal employment opportunity for any vacancies. If a teacher's request or application is denied he shall be so notified, but said teacher shall have the right to reapply for any subsequent vacancies in the future.
- C. Any of the foregoing is not to preclude applications or requests at any other time of the school year for openings which may occur.

ARTICLE 13

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than June 1. 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 14

PROMOTIONS

When positions on the administrator-supervisory levels of responsibility including but not limited to positions as Superintendent, Principal, Assistant Principal, Guidance Director, Guidance Counselor 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 no earlier than two weeks from the date of announcement for filing applications. There shall be letter notification of any positions occurring during the period between June 20th and August 30th sent to the Association President and all present qualified and certified faculty at their home addresses if they have made written application prior to summer recess.

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.

ARTICLE 15 (continued)

- C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Whenever any teacher is asked to appear by the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview. He shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. In the event that a meeting with an administrator is requested by a teacher concerning continued employment, the teacher, at his discretion, may be accompanied by a representative from the Association. Any suspension of a teacher pending charges shall be with pay.
- E. 1. All evaluations shall be in accordance with the law.
2. Such evaluations shall be addressed to the teacher and shall follow a format as set forth in Board policy and which includes a narrative component, with or without a checklist.
3. For informational purposes, each teacher shall be given a blank copy of the evaluation form by September 15, 1989. Each year thereafter, each new staff member shall receive such a copy.
4. Evaluations are to be provided for non-tenured teachers at least four (4) times each year; the first not later than December 1; the second not later than February 15; the third not later than April 5; and the last not later than May 30.
- 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 15 (continued)

- G. No later than May 15 individual conferences will be held between the teacher and supervisor to provide a total review of the teacher's work year and to identify strategies for improvement where necessary and to recognize achievement and good practice. At this time an individual/professional improvement plan will be developed in accordance with N.J.S.A. 18A and the New Jersey Administrative Code.

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.

ARTICLE 17

SICK LEAVE

- A. All teachers shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year 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 and who have a certified accumulation of sick leave from prior teaching within the public school system of any district shall be credited with such sick leave up to a maximum of fifteen (15) days.

ARTICLE 18

TEMPORARY LEAVE OF ABSENCE

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

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Up to 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.

ARTICLE 18 (continued)

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. Permission shall be granted to no more than two representatives at any one time and no more than a total of 18 "man" days shall be permitted during the course of each school year.
8. Time necessary for a teacher to participate in "Middle States Evaluation".

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 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

ARTICLE 19 (continued)

- (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) shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
2. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher shall file a written request for such leave with the Superintendent within thirty days from the time the teacher knew of the necessity of taking the medical disability leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain within reason). Written request shall indicate the anticipated plans of the teacher upon termination of the medical disability leave as to their returning to work, resigning, retiring, or applying for another type of leave.
3. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.
4. No tenured or non-tenured teacher shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher to produce a certificate from a physician showing that said teacher is capable of teaching, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph C-1-(b) - (3) of this Article.

ARTICLE 19 (continued)

5. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of this provision.

D. A teacher may make application to the Board for a child rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child rearing leave shall be without pay. The Board 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.

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

ARTICLE 19 (continued)

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.

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

ARTICLE 20 (continued)

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 salary he would have received if on active duty provided compensation teacher received resulted from said leave.
- F. An employee who received a sabbatical leave shall agree to return to service with the Ocean City School District for a period of two years. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.
- G. Upon return from a sabbatical the employee shall be restored to a position commensurate with his/her tenure status and scope of certification. He shall make such reports of his activities as may be required by the Superintendent.

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.

ARTICLE 22

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 performances 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 his 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.

ARTICLE 22 (continued)

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 by October 1 two (2) members of this committee and they shall choose a chairman from among themselves. The first meeting shall be called not later than October 15.

C. 1. In order to encourage staff members to pursue academic improvement, the Board agrees to provide reimbursement of tuition for such teacher. The maximum reimbursement for courses completed between July 1 and June 30 of the following years shall be as follows:

1989-90 - \$850.00
1990-91 - \$850.00
1991-92 - \$850.00

2. This shall be paid to the staff member following the completion of the courses, providing such courses carry graduate credits in the academic field in which the teacher is currently working or are accepted towards a graduate degree in said academic field.

3. Reimbursement as scheduled will be paid to members for other courses related to the sound professional improvement of the staff members of the Ocean City School System providing that prior approval has been granted by the Superintendent and the Board.

4. In no event, however, will there be any reimbursement for a course in which a grade lower than a "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 23

PROTECTION OF TEACHERS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE 23 (continued)

- B. When 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 which completely exonerates 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 teachers in each school building for the entire school day.
- E. The reporting and filing of an act of violence shall be in accordance with the law.

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.

ARTICLE 24 (continued)

- 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.

ARTICLE 25

INSURANCE PROTECTION

- A. 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 procedures.
 2. Staff members on sabbatical leave to be covered by all insurance protection.
- B. 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

ARTICLE 25 (continued)

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.

1989 - 90 ... \$300.00
1990 - 91 ... \$325.00
1991 - 92 ... \$325.00

ARTICLE 26

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 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.

ARTICLE 27 (continued)

- 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 28

DEDUCTION FROM SALARY

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

ARTICLE 28 (continued)

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 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

ARTICLE 29 (continued)

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 writing to be sent to the following addresses:

1. If by the Association, to: Board of Education
801 Asbury Avenue
Ocean City, NJ 08226
2. If by the Board, to: Ocean City Education
Association
P.O. Box 891
Ocean City, NJ 08226

ARTICLE 30

INSTRUCTIONAL COUNCIL

- A. An Instruction 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.

ARTICLE 31

REIMBURSEMENT FOR UNUSED SICK LEAVE

Upon retirement from the Ocean City School District, a teacher who has taught at least ten (10) years in the Ocean City School District and has accumulated at least seventy-five (75) sick leave days in the district, shall receive a payment for such accumulated unused sick leave days in accordance with the following formula:

Payment is arrived at by taking the teacher's present salary at retirement and dividing it by 200, thus finding the per diem rate. Said payment shall be twenty-five percent (25%) of the per diem rate times the total number of accumulated sick leave days.

- 1. The retiree may opt to receive said payment either thirty (30) days after his/her retirement date or in January of the following year of retirement. In the event that the retired employee dies before receiving the payment, the payment shall be made to the deceased's estate. The teacher must give the Board advance retirement notice in accordance with the Teachers' Pension and Annuity Fund rules.

ARTICLE 32

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

- A. Sponsors and coaches shall be placed on Schedule B in accordance with the agreed to schedule which shall remain on record in the Superintendent's office. This placement shall pertain to the 1986-87 school year; thereafter, all sponsors and coaches shall advance one step each year or be initially placed in accordance with the provisions of this article.
- B. When a promotion occurs within an activity or sport, the individuals promoted shall be given one year credit for every two years of service in a subordinate position. If the adjustment results in a decrease in remuneration, the involved teacher will be placed on the Schedule B guide at a level equal to current remuneration, or, if such a level is not listed, at the next highest level.
1. When a teacher with prior experience reenters a position on the Schedule B guide and the level results in a decrease in remuneration relative to the last working year in said position, the involved teacher will be placed on the Schedule B guide at a level equal to the previous remuneration, or if such level is not on the guide on the next highest level.
- C. 1. All coaches shall receive a written evaluation from the athletic Director not later than two weeks after the conclusion of their season, except in cases of spring sports when such evaluations shall be submitted not later than May 15.
2. Activities sponsors shall be evaluated as in C.1., by the appropriate administrator, and such evaluation not later than May 1.
- D. All coaches and sponsors shall be notified in writing of their assignments and salary status no later than June 1.
- E. Class sponsors shall be appointed with the 9th Grade and shall progress with the class. If an advisor is appointed later than the 9th Grade entry level, he shall be compensated on a step consistent with the present class level.

ARTICLE 32 (continued)

- F. The Board reserves sole jurisdiction as to the filling of the positions listed on Schedule B. The listing of any club or activity is not a mandate upon the Board to fill the position.
- G. Any staff member assigned by the Superintendent to provide assistance or supervision for a community activity shall be fully covered by the Board as if he were performing normal duties and shall be compensated at \$17.00 per hour-1989-90; \$19.00 per hour-1990-91; \$21.00 per hour-1991-92 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, nor is it applicable to normal extra curricular activities included in Schedule B.

- H. Increase each year and each step on head coaches or head activity advisor by 9% - assistant coaches as per differential in present agreement. Swimming coaches will be placed on same level as football/baseball coaches.

(First step eliminated on all Schedule B positions)

Trainer 1st yr. + 9%, 2nd and 3rd yr. 3 x Assistant Tennis coach.

A.D. 1st yr. + 9%, 2nd and 3rd yr. 3 x Assistant Football coach.

1st. Year
 SCHEDULE B - 1989-1990

	XXX Step -----	1st Step -----	2nd Step -----	3rd Step -----
Athletic Director	*	4570	5224	5878
Athletic Trainer	*	3836	4490	5144
Football Head	*	2503	2721	2939
Assistant(s)	*	1604	1822	2040
Assistant(s) Fr.	*	1380	1598	1816
B/Basketball Head	*	2503	2721	2939
Assistant J.V.	*	1604	1822	2040
Assistant Fr.	*	1380	1598	1816
7th & 8th Gr.	*	1380	1598	1816
G/Basketball Head	*	2503	2721	2939
Assistant	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
B/Baseball Head	*	2503	2721	2939
Assistant J.V.	*	1604	1822	2040
Assistant Fr.	*	1380	1598	1816
7th & 8th Gr.	*	1380	1598	1816
G/Softball Head	*	2503	2721	2939
Assistant J.V.	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
Soccer Head	*	2503	2721	2939
Assistant	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
G/Track Head	*	2503	2721	2939
Assistant(s)	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
B/Track Head	*	2503	2721	2939
Assistant(s)	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
Wrestling Head	*	2503	2721	2939
Assistant(s)	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816

Field Hockey Head	*	2503	2721	2939
Assistant	*	1604	1822	2040
7th & 8th Gr.	*	1380	1598	1816
Swimming Head	*	2503	2721	2939
Assistant(s)	*	1604	1822	2040
B/Tennis Head	*	2013	2231	2449
Assistant	*	1339	1557	1775
G/Tennis Head	*	2013	2231	2449
Assistant	*	1339	1557	1775
Golf Head	*	2013	2231	2449
B/Cross Country Head	*	2013	2231	2449
Assistant	*	1339	1557	1775
G/Cross Country Head	*	2013	2231	2449
Stage & March. Band	*	2013	2231	2449
Senior Class				1469
Junior Class				1251
Sophomore Class				1033
Freshmen Class				815
Yearbook Head	*	1768	1986	2204
Assistant	*	1094	1312	1530
Honor Society	*	1094	1312	1530
Billows	*	1768	1986	2204
Profiles of Progress	*	1768	1986	2204
Drama Head	*	1768	1986	2204
Assistant	*	1094	1312	1530
Stage Crew	*	639	748	857
Technical Crew	*	639	748	857
Student Council	*	1279	1497	1715
Choir	*	1279	1497	1715
Band Front	*	639	748	857
Cheerleading 1	*	1523	1741	1959
Assistant 1	*	1074	1292	1510
Cheerleading 2	*	1523	1741	1959
Assistant 2	*	1074	1292	1510
Cheerleading I/S	*	1074	1292	1510
Student Council I/S	*	910	1128	1346
Theater Club I/S	*	910	1128	1346
School Newspaper I/S	*	910	1128	1346

Math Club	*	639	748	857
Latin Club	*	639	748	857
Spanish Club	*	639	748	857
French Club	*	639	748	857
Psychology Club	*	639	748	857
History Club	*	639	748	857
SADD Club	*	639	748	857
Academic Club	*	639	748	857
Rocket Club	*	639	748	857
Intermediate Sch.Band	*	639	748	857
History Club	*	639	748	857
Hobby Club	*	639	748	857
Chorus	*	639	748	857
Photography Club	*	639	748	857
Safety Patrol	*	639	748	857
B/After Sch.Sports	*	639	748	857
G/After Sch.Sports	*	639	748	857
Nat'l Jr.Honor Soc.	*	639	748	857
Olympics of the Mind	*	639	748	857
Surfing Club	*	639	748	857
Newcomers Club	*	639	748	857
Model Congress	*	639	748	857
CPU Club	*	639	748	857
Art Club	*	639	748	857
Science Club	*	639	748	857
Just Say NO	*	639	748	857

2nd. Year
 SCHEDULE B - 1990-1991

	XXX Step -----	1st Step -----	2nd Step -----	3rd Step -----
Athletic Director	*	5487	6201	6915
Athletic Trainer	*	4560	5274	5985
Football Head	*	2728	2966	3204
Assistant(s)	*	1829	2067	2305
Assistant(s)Fr.	*	1605	1843	2081
B/Basketball Head	*	2728	2966	3204
Assistant J.V.	*	1829	2067	2305
Assistant Fr.	*	1605	1843	2081
7th & 8th Gr.	*	1605	1843	2081
G/Basketball Head	*	2728	2966	3204
Assistant	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
B/Baseball Head	*	2728	2966	3204
Assistant J.V.	*	1829	2067	2305
Assistant Fr.	*	1605	1843	2081
7th & 8th Gr.	*	1605	1843	2081
G/Softball Head	*	2728	2966	3204
Assistant J.V.	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
Soccer Head	*	2728	2966	3204
Assistant	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
G/Track Head	*	2728	2966	3204
Assistant(s)	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
B/Track Head	*	2728	2966	3204
Assistant(s)	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
Wrestling Head	*	2728	2966	3204
Assistant(s)	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081

Field Hockey Head	*	2728	2966	3204
Assistant	*	1829	2067	2305
7th & 8th Gr.	*	1605	1843	2081
Swimming Head	*	2728	2966	3204
Assistant(s)	*	1829	2067	2305
B/Tennis Head	*	2194	2432	2669
Assistant	*	1520	1758	1995
G/Tennis Head	*	2194	2432	2669
Assistant	*	1520	1758	1995
Golf Head	*	2194	2432	2669
B/Cross Country Head	*	2194	2432	2669
Assistant	*	1520	1758	1995
B/Cross Country Head	*	2194	2432	2669
Stage & March. Band	*	2194	2432	2669
Senior Class				1601
Junior Class				1364
Sophomore Class				1126
Freshmen Class				888
Yearbook Head	*	1927	2165	2402
Assistant	*	1253	1491	1728
Honor Society	*	1253	1491	1728
Billows	*	1927	2165	2402
Profiles of Progress	*	1927	2165	2402
Drama Head	*	1927	2165	2402
Assistant	*	1253	1491	1728
Stage Crew	*	697	815	934
Technical Crew	*	697	815	934
Student Council	*	1394	1632	1869
Choir	*	1394	1632	1869
Band Front	*	697	815	934
Cheerleading 1	*	1660	1898	2135
Assistant 1	*	1211	1449	1686
Cheerleading 2	*	1660	1898	2135
Assistant 2	*	1211	1449	1686
Cheerleading I/S	*	1211	1449	1686
Student Council I/S	*	992	1230	1467
Theater Club I/S	*	992	1230	1467
School Newspaper I/S	*	992	1230	1467

Math Club	*	697	815	934
Latin Club	*	697	815	934
Spanish Club	*	697	815	934
French Club	*	697	815	934
Psychology Club	*	697	815	934
History Club	*	697	815	934
SADD Club	*	697	815	934
Academic Club	*	697	815	934
Rocket Club	*	697	815	934
Intermediate Sch. Band	*	697	815	934
History Club	*	697	815	934
Hobby Club	*	697	815	934
Chorus	*	697	815	934
Photography Club	*	697	815	934
Safety Patrol	*	697	815	934
B/After Sch. Sports	*	697	815	934
G/After Sch. Sports	*	697	815	934
Nat'l Jr. Honor Soc.	*	697	815	934
Olympics of the Mind	*	697	815	934
Surfing Club	*	697	815	934
Newcomers Club	*	697	815	934
Model Congress	*	697	815	934
CPU Club	*	697	815	934
Art Club	*	697	815	934
Science Club	*	697	815	934
Just Say NO	*	697	815	934

3rd. Year
SCHEDULE B - 1991-1992

	XXX Step -----	1st Step -----	2nd Step -----	3rd Step -----
Athletic Director	*	6225	7002	7779
Athletic Trainer	*	5151	5931	6705
Football Head	*	2974	3233	3492
Assistant(s)	*	2075	2334	2593
Assistant(s) Fr.	*	1851	2110	2369
B/Basketball Head	*	2974	3233	3492
Assistant J.V.	*	2075	2334	2593
Assistant Fr.	*	1851	2110	2369
7th & 8th Gr.	*	1851	2110	2369
G/Basketball Head	*	2974	3233	3492
Assistant	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
B/Baseball Head	*	2974	3233	3492
Assistant J.V.	*	2075	2334	2593
Assistant Fr.	*	1851	2110	2369
7th & 8th Gr.	*	1851	2110	2369
G/Softball Head	*	2974	3233	3492
Assistant J.V.	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
Soccer Head	*	2974	3233	3492
Assistant	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
G/Track Head	*	2974	3233	3492
Assistant(s)	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
B/Track Head	*	2974	3233	3492
Assistant(s)	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
Wrestling Head	*	2974	3233	3492
Assistant(s)	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369

Field Hockey Head	*	2974	3233	3492
Assistant	*	2075	2334	2593
7th & 8th Gr.	*	1851	2110	2369
Swimming Head	*	2974	3233	3492
Assistant(s)	*	2075	2334	2593
B/Tennis Head	*	2391	2651	2909
Assistant	*	1717	1977	2235
G/Tennis Head	*	2391	2651	2909
Assistant	*	1717	1977	2235
Golf Head	*	2391	2651	2909
B/Cross Country Head	*	2391	2651	2909
Assistant	*	1717	1977	2235
B/Cross Country Head	*	2391	2651	2909
Stage & March. Band	*	2391	2651	2909
Senior Class				1745
Junior Class				1487
Sophomore Class				1227
Freshmen Class				968
Yearbook Head	*	2100	2360	2618
Assistant	*	1426	1686	1944
Honor Society	*	1426	1686	1944
Billows	*	2100	2360	2618
Profiles of Progress	*	2100	2360	2618
Drama Head	*	2100	2360	2618
Assistant	*	1426	1686	1944
Stage Crew	*	760	888	1018
Technical Crew	*	760	888	1018
Student Council	*	1519	1779	2037
Choir	*	1519	1779	2037
Band Front	*	760	888	1018
Cheerleading 1	*	1809	2069	2327
Assistant 1	*	1360	1620	1878
Cheerleading 2	*	1809	2069	2327
Assistant 2	*	1360	1620	1878
Cheerleading I/S	*	1360	1620	1878
Student Council I/S	*	1081	1341	1599
Theater Club I/S	*	1081	1341	1599
School Newspaper I/S	*	1081	1341	1599

Math Club	*	760	888	1018
Latin Club	*	760	888	1018
Spanish Club	*	760	888	1018
French Club	*	760	888	1018
Psychology Club	*	760	888	1018
History Club	*	760	888	1018
SADD Club	*	760	888	1018
Academic Club	*	760	888	1018
Rocket Club	*	760	888	1018
Intermediate Sch. Band	*	760	888	1018
History Club	*	760	888	1018
Hobby Club	*	760	888	1018
Chorus	*	760	888	1018
Photography Club	*	760	888	1018
Safety Patrol	*	760	888	1018
B/After Sch. Sports	*	760	888	1018
G/After Sch. Sports	*	760	888	1018
Nat'l Jr. Honor Soc.	*	760	888	1018
Olympics of the Mind	*	760	888	1018
Surfing Club	*	760	888	1018
Newcomers Club	*	760	888	1018
Model Congress	*	760	888	1018
CPU Club	*	760	888	1018
Art Club	*	760	888	1018
Science Club	*	760	888	1018
Just Say NO	*	760	888	1018

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 34

TWELVE MONTH PAY PLAN - INTEREST BEARING ACCOUNT

- A. Those employees employed on a ten (10) month basis may individually elect to have ten percent (10%) of their monthly salary deducted from their pay.
1. Monies deducted shall be deposited automatically each pay day to an individual statement savings account for each participant in accordance with "Summer Reserve Payment Plan".
 - (a) "Summer Reserve Payment Plan" shall be free on any bank charges to the Board of Education for operation of the plan.
 - (b) 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 Summer Reserve Plan with the new institution. It is further understood between the parties that the internal operation of the Summer Reserve Payment Plan is not a part of this Agreement, and is a matter between the bank and the Association.
 - (c) A copy of the Summer Reserve Payment Plan shall be kept on file in the Superintendent's office. The Association shall assume responsibility for distributing copies of said plan to its members.
 2. 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.

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.

ARTICLE 36

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992, or until a successor Agreement is negotiated and signed. In the event of such extensions, all provisions of this Agreement will continue in effect and all benefits agreed to in the successor Agreement will be retroactive to July 1, 1992.
- B. In witness whereof the parties, hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and first year written above.

Ocean City
Education Association

By: Greg E. Larkin
President

By: Christa Robbins
Secretary

Ocean City
Board of Education

By: William C. [unclear]
President

By: Matthew Tomlin
Secretary / School
Business Administrator