

AGREEMENT BETWEEN  
OCEAN COUNTY VOCATIONAL BOARD OF  
EDUCATION  
TOMS RIVER, NJ

And the

OCEAN COUNTY VOCATIONAL TECHNICAL  
EDUCATION ASSOCIATION

July 1, 2016 through June 30, 2019

## **Memorandum of Agreement:**

Memorandum of Agreement made this   1st   day of   July   2016 by and between the negotiating teams from the Ocean County Vocational Board of Education and the Ocean County Vocational Technical Education Association, having met and duly negotiated in good faith, have reached tentative agreement on the items; including attached salary guides, outlined in this memorandum for inclusion in the successor agreement to the contract that expires on June 30, 2016. The bolded items represent any changes that we have agreed to as changes to the contract that is currently in effect. The agreement is not binding to either party until we have ratification by the Board of Education of the Ocean County Vocational Technical School and the Ocean County Vocational Technical Education Association. (See signatures at the end of the contract)

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## Article 1 Recognition

### A. Recognition

The Ocean County Vocational Board of Education, having received a certified membership list of "OCVTEA", hereby recognizes said Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment beginning July 1, 2016 through June 30, 2019 for the following classes of employees including:

1. All certified teaching personnel under contract including department heads and personnel on maternity leave.
2. All full-time secretaries under contract, and the operational staff consisting of custodians, groundskeepers and maintenance personnel.
3. All full-time employees who fill the positions delineated in Schedules D., E. and F. but excluding:
  - Administration
  - Supervisors
  - Teaching Supervisors
  - Cafeteria Employees
  - Transportation Employees
  - Per-Diem Substitute
  - Temporary Hourly Employees
  - Part-Time Hourly Employees
  - Secretary to the Superintendent
  - Secretary to the Assistant Superintendent
  - Secretary to the Board Secretary
  - Board Office Confidential Secretaries
  - Public Information Officer/Communications Director
  - Information Technology Supervisors and Staff
  - Non-Certificated Instructional Staff
  - Job Services Coordinator
  - OCCA Bookkeeper/Office Manager
  - Financial Aide Officer
  - Staff Accountant/Assistant Business Administrator
  - Purchasing Clerk
  - Accounts Payable Clerk
  - Payroll Clerk
  - Two (2) confidential secretary positions

### B. Definition

1. The term "Teacher(s)" when used hereinafter in this agreement shall refer only to all personnel as defined under A.1. above.
2. The term "Employee" when used hereinafter in this agreement shall refer only to all personnel as defined under A.1., A. 2, and A.3. Above.

## Article 2 Negotiation Procedure

- A. In accordance with Chapters 303 and 123, Public Law 1968 and 1974, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.
- B. Negotiations shall begin in a reasonable time between December 15<sup>th</sup> and the first week in February of the calendar year preceding the year in which this Agreement expires.
- C. Negotiation meetings shall be held at reasonable times at which facts, opinions, proposals, and counterproposals will be exchanged freely in an effort to reach mutual understanding in agreement.
- D. This agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- E. 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.
- F. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

## Article 3 Grievance Procedure

- A. A "grievance" is defined as a complaint by any employee, employees and/or the Association that there has been an unjust application, interpretation or decision affecting the terms and conditions of employment of said employee(s) provided for by this agreement.
- B. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or, at his or her option, by a representative selected or approved by the Association. 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.
- C. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances. The term "grievance" and procedure relative thereto, shall not be deemed applicable in the following instances:
  - 1. The failure or refusal of the Board to renew a contract of a non-tenured employee. In the specific case of the non-tenured employee who does not receive a new contract, the Board need not give written reasons for its decision, except upon the employee's request.
  - 2. Any matter for which a method of review is prescribed by law or any rule or regulation of the State

Commissioner of Education such as, but not limited to questions on tenure, increment denial, or suspension.

3. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
4. In matters involving the sole discretion of the Board, as limited by the specific and express terms of this Agreement.
5. A complaint by an employee occasioned by the withholding of a salary increase or increment.

#### D. Procedure

1. A grievance, to be considered under this procedure, must be initiated in writing by the teacher or employee within fifteen (15) school working days from the time when the teacher or employee knew or should know of its occurrence. The "Grievance Form" located in Appendix C shall be used when filing any such notification. (See Appendix C, Grievance Form, attached hereto)
  - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision rendered at that step.
  - b. It is understood that all teachers and employees, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. Any teacher or employee who has a grievance shall discuss it first with his or her principal and immediate superior or department head in the company of an Association Representative, as applicable in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, the aggrieved shall within five (5) school working days, set forth his or her grievance in writing to the principal specifying:
  - a. The nature of the grievance
  - b. The results of previous discussions
  - c. The dissatisfaction with decisions previously rendered

The principal or superior shall communicate his decision to the aggrieved in writing within three (3) school working days of receipt of the written grievance.

4.
  - a. The aggrieved, no later than fifteen (15) school working days after receipt of the principal's or superior's decision, may appeal said decision to the Superintendent of Schools.

- b. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or superior as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fifteen (15) school working days. The Superintendent shall communicate his decision in writing to the aggrieved and the principal or superior.
5. If the grievance is not resolved to the aggrieved employee's satisfaction, he or she, no later than five (5) school working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall, within thirty (30) school working days of receipt of the grievance by the Board, review the grievance and may hold a hearing with the aggrieved teacher or employee.
6.
  - a. In the event the Board is unable to resolve the grievance to the mutual satisfaction of both parties within ten (10) school working days after review, the matter may be submitted to arbitration by either party.
  - b. It shall be the responsibility of the party moving the matter to arbitration to notify the other in writing and request a list of five (5) names from "PERC within ten (10) school working days from the time the Board rendered its decision. Failure to notify or make the request for a list in the prescribed period of time shall result in a waiver of the claim.
  - c. The parties shall be bound by the procedures of PERC with respect to the selection of an arbitrator.
  - d. The arbitrator so selected shall confer with the representative of the Board and the teacher or employee and hold hearings promptly and shall issue his decision not later than fifteen (15) school working 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 its 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 in violation of the terms of this Agreement. The arbitrator shall limit him/herself to the express language of this Agreement and shall be without power or authority to alter said Agreement or to fashion punitive damages award. The written decision of the arbitrator shall be final and binding on all parties.
  - e. Notwithstanding this paragraph, in the event a teacher or employee or other grievant initially makes application to some other forum permitted by law, this Agreement shall not prevent same, but such application before another forum shall prevent the utilization of this grievance procedure.
  - f. The Parties shall be responsible for all costs incurred by each, and only the fee of the Arbitrator and Arbitrator's expenses, if any, shall be shared equally by the Parties.
  - g. 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 unless by mutual agreement of the parties.

**Article 4**  
Teacher and Employee Rights

- A. Pursuant to Chapter 303 and 123, Public Laws, 1968 and 1974, public employees included in the negotiating unit have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher or employee in the enjoyment of any rights conferred by Chapter 303 and 123, Public Laws 1968 and 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. Whenever any teacher or employee is required or requested to appear before the Board or committee or members thereof concerning any matter in his or her office, position, or employment, or the salary or any increments pertaining to, then he or she shall be given forty-eight (48) hours prior written notice, whenever possible. The employee shall be entitled to have an Association Representative of his or her own choosing to advise and represent him/her during any aforementioned meeting or interview.
- C. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey School Laws, Weingarten Rights or other state and federal laws, labor rules and other pertinent regulations.
- D. No employee shall be reprimanded or disciplined, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- E. Any question, challenge or critique by a supervisor, administrator, or Board member of a teacher or his/her instructional methodology, or of any other employee, shall be done in confidence.

**Article 5**  
Association Rights and Privileges

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business with individual teachers, association committee members, or employees on school property after school hours with the approval of the administration provided that it will not interfere with or interrupt normal school operations.
- B. The Association, its representatives, and committees, shall meet and conduct its business on non-school time unless otherwise approved by the administration. The privilege of use of any part of school building

facilities and rooms shall be governed by the needs of the educational program and use of the facility at the time of request upon authority and approval of the Board of Education as delegated to the building principal or Superintendent. Any costs incurred above normal usage for maintenance, operation, or custodial care shall be borne by the Association.

- C. The Association shall recognize that school facilities, equipment and supplies are the property of the people in the District with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of School District property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.
- D. Where available and consistent with the education program and constant practice, the Association shall have in each school building the use of a designated area in each faculty lounge. In the above listed location, where one board is available, the use shall be shared in common with the needs of the educational program, as mutually arrived at with the building principal. Copies of all materials to be posted on such shared bulletin boards shall be given to the building principal for approval. Materials to be posted shall not contain anything political or controversial.
- E. The Association shall be permitted to use the teacher mailboxes and the school computer system for communication with its members, for the transaction of its business with the limitation that such does not interfere with the primary purpose of such facility. Copies of any material to be placed in mailboxes shall be given to the building principal for approval. Such material shall not contain anything political or controversial.
- F. The Board retains the right to immediately cancel the provision of the sections dealing with "Bulletin Boards" and "Mailboxes" for any violation thereof.
- G. All documents classified as public information and required by law to be given to the public shall be made available upon request to the Association within a reasonable time of their request concerning same. The cost of photocopying such document shall be imposed upon the Association with the discretion of the School Board.
- H. One (1) Custodial and one (1) Secretarial Executive Committee Member may be excused at 3:00 p.m. one (1) day a month to attend Executive Meetings upon approval by the Superintendent.
- I. Agency Shop

- 1. Purpose

If an employee does not become a member of the Association within 6 months after being employed,

or continue his or her membership during any membership year (July 1 to June 30) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year or portion thereof. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

## 2. Amount of Fee - Notification

Prior to the beginning of each membership year, the Association will certify to the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be in accordance with Chapter 477, P.L. 1979 and shall not exceed 85% of that amount.

## 3. Deduction and Transmission of Fee

### a. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.

### b. Payroll Deduction Schedule

The Board will deduct the representation fee on the first pay period falling between 30 and 45 days after notification by the Association. See Article 25 for payroll deduction authorization.

### c. Procedure

Except as otherwise provided in this Article, the process for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

### d. Changes

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

### e. Indemnification and Save Harmless Provision

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

## Article 6

### School Calendar and Teacher Work Year

- A. The authority for establishing, adopting and approving deviation from the school calendar is vested in the Board of Education. The Association will be notified of any change.
- B. The work year for ten month employees shall not exceed 184 days. These days will include days when

pupils are in attendance, orientation days, and any other days on which teacher attendance is required. Any additional days upon which teacher attendance may be requested shall be compensated as outlined in Article 7.

- C. Teachers shall be required by the Administration to attend no more than two (2) evening assignments or meetings during a school year. If a teacher is required to attend more than two such meetings, the teacher shall be compensated at the established hourly rate. The two (2) evening assignments shall be considered part of the “Regular work day, work week, or work year”. Any teacher who is assigned by the administration to chaperone an extracurricular activity or assignment not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, or work year will be compensated at the established hourly rate.
- D. All teachers, with the exception of district recruiters, who are assigned by the administration to attend a Saturday information session or recruitment activity or district-sponsored event, will be compensated at the established hourly rate.
- E. All teachers and full time aides who are either required to attend by the administration or volunteer to attend the Skills USA Competition/Open House or the Ocean County Mall show shall be reimbursed with one (1) compensation day. Teachers must be in attendance for no less than four (4) hours. Said day shall be used on the last day that teacher attendance is required.

## Article 7

### Teaching Hours, Teaching Load

- A. Teachers shall indicate their presence for duty by initialing appropriate arrival and departure times in the appropriate columns of the faculty sign-in roster.
- B. Any full-time teacher employed in both a morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school. The duty-free lunch period shall not be less than 30 minutes except in a school where the lunch period for students is less than 30 minutes. In such cases, the duty-free lunch period shall not be less than the lunch period time allowed pupils.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period after notifying the principal’s office or immediate supervisor.
- D. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending general staff, school faculty, or other professional meetings three (3) days per month. These meetings shall not be called on Fridays or on any other days where teacher attendance is not required. The limitations on the number of meetings shall not apply to individual committee or study meeting. The Administration shall provide teachers forty-eight (48) hours’ notice of a meeting except in the case of an emergency or unforeseen instance. Any meeting in which attendance is limited to the teaching personnel in one school shall commence within fifteen (15) minutes of student dismissal and shall not exceed one (1) hour in duration. Teachers required to attend an after-

hours faculty or department meeting at a school other than the building in which they teach shall be reimbursed the district mileage rate for their travel from their home school to the school at which the meeting is being held.

- E. An Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting with the approval of the principal.
- F. Teaching staff members hired on or after July 1, 1995, or those current staff members who volunteer to do so, may be assigned to a flexible schedule between the hours of 7:00 a.m. and 7:30 p.m., Monday through Friday.
- G. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any other day upon which teacher attendance is not required at school unless in case of an emergency or unforeseen instance.

No staff member may be involuntarily assigned to a split day; i.e. session 1 and session 3.

The staff members at the Academies shall commence at 7:15 a.m. Staff members at the Academies shall have the same length workday as provided in Article 8(I)B and 8(II)B of the collective bargaining agreement.

#### H. Work Schedule – Professional Staff

##### SHARED TIME

Teachers	Classroom Teaching Time	Admin. Assignments	Prep	Lunch
Vocational Special Ed.	1500	155/160/165	200	150
Academic	1350	305/310/315	200	150

##### ACADEMIES

Teachers	Classroom Teaching Time	Admin. Assignments	Prep	Lunch
Vocational Academic	1300	255/260/265	350	100

SY 2016-2017: Total of 2005 minutes per week

SY 2017-2018: Total of 2010 minutes per week

SY 2018-2019: Total of 2015 minutes per week

#### 1. Teaching Time

- a. Teaching time is defined as classroom, laboratory and shop instruction provided to students by a teacher in subjects for which they are certified. Prep and lunch are duty-free assignments for

which teachers will be compensated at the part-time rate if required to provide coverage of any kind.

- b. Any teacher directed to teach a class within their certification, during an administrative assignment period, will be compensated by the Board of Education at the approved part-time rate for every sixty (60) minutes accumulated over their allotted classroom teacher time as shown in the tables above (1). Teachers assigned this duty will receive pre-ration of salary commencing with the sixth consecutive class assigned. Teachers assigned to non-teaching supervision during administrative assignment time will not be provided additional compensation. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest ½ hour for the month.
- c. Administrative assignments are defined as activities required for the efficient operation of the schools. The Administration will schedule teachers for the activities in an equitable manner. When teachers are not teaching their maximum teaching time, the time left over will be transferred to administrative assignments.
- d. All shared-time teachers teaching more than 1500 minutes per week will be compensated by the Board of Education at the approved part-time rate for every sixty (60) minutes accumulated. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest ½ hour for the month.

## Article 8

### Educational Support Staff Scheduling, Overtime and Transfers

#### I. Secretarial Employees

##### A. Work Week:

The work week shall consist of five (5) days except as otherwise provided in the contract.

##### B. Work Day:

Secretarial staff may elect to work eight (8) hours including one (1) hour for duty-free lunch or may elect to work seven and one half (7 ½) hours including one half ( ½ ) hour for duty-free lunch with the approval of the building principal.

There shall be a scheduled fifteen (15) minute break in the morning and a scheduled fifteen (15) minute break in the afternoon for all full-time secretarial employees.

##### C. Overtime:

Secretarial employees shall receive compensation for all overtime hours as follows:

1. Overtime performed Monday through Saturday by a secretarial employee beyond forty (40) hours in a work week shall be paid at one and one-half (1.5) times his/her normal hourly rate of pay.
2. Overtime performed Monday through Saturday by a secretarial employee beyond their normal work

day but under a forty (40) hour period in a week may be remunerated by compensatory time on an equal basis of time worked.

D. Secretarial Transfers:

It is understood and agreed by the parties that in the event of a schedule or shift change with respect to an operational staff employee said employees shall receive fourteen (14) days written notice prior to said change unless in cases of emergency said notification could not be complied with.

E. Secretarial Annual Contract Option:

Secretaries will have the option of working 10 months per year for a prorated salary of 10/12ths with no vacation days. The decision can be made once and only notification to the Board of Education on the first work day in May if secretary wants to revert back to 12 months.

## II. Operational Employees

A. Work Week:

The work week shall consist of five (5) days except as otherwise provided in the contract.

B. Work Day:

The Operational Staff work day shall consist of eight hours (8) excluding a scheduled one half hour (1/2) for a duty free lunch. If in the opinion of the Building Principal or the head of Buildings and Grounds it is necessary to interrupt the employee's lunch, he shall receive one half hour (1/2) compensatory time and, enough time at the end of the interruption to finish the remainder of his lunch time uninterrupted.

C. Shift Differential:

Custodians working on shifts other than day shift will be paid \$950.00 additional annually over their base salary pro-rated over each pay period.

D. Overtime:

1. All work performed by a custodial, grounds or maintenance employee beyond forty (40) hours in a week shall be paid at one and one half (1.5) times his/her normal hourly rate of pay.
2. Overtime should be dispensed as equally as possible within each building with the buildings staff getting preference.

E. Maintenance personnel are employed with the understanding that they are on call twenty-four (24) hours per day; seven (7) days per week, fifty-two (52) weeks per year, except for their vacation period.

F. In the event that a custodian shall be called back to school for an emergency, he shall receive call out time pay of sixty dollars (\$60). This is a full payment. Employees receiving this shall not be covered for this work under the terms of D. above.

G. There shall be a scheduled fifteen (15) minute break in the morning and a scheduled fifteen (15) minute break in the afternoon for full-time operational staff employees.

- H. It is understood and agreed by the parties that in the event of a schedule or shift change with respect to an operational staff employee said employees shall receive fourteen (14) days written notice prior to said change unless in cases of emergency said notification could not be complied with.
- I. When schools are closed due to snow, at the discretion of the head of Buildings and Grounds, with the Superintendent's approval, operational staff will be released as soon as the buildings are cleared of snow.
- J.
1. Custodians possessing a Boiler license shall receive an \$650 annual salary adjustment.
  2. For employees gaining their Boiler License the stipend shall start on the date the license is gained.
- K. If the employee has provided one month's notice of the vacation, and if the vacation encompasses at least a full pay period (two weeks), a check representing pay for two weeks shall be given to the employee on the last pay date before the vacation commences.
- L. In the event of an emergency as declared by the Governor, custodial and maintenance employees, as essential personal, shall report to work unless told otherwise by their Supervisor. An employee shall carry with him/her, the "Essential Employee Identification Card" as distributed by the Board. The Board will hold the employee harmless for any citations for summons issued to the employee for being on the roadways during such an emergency.

The Employer agrees to provide legal representation for a staff member who faces charges at the State, County or Municipal level arising solely from being on the roadway as directed by an employer during declared emergency. The employee must have the requisite "Essential Employee Identification Card" in his/her possession at the time of the citation to be eligible for such protection. Employees not issued "Essential Employee Identification Cards" will not be asked to or expected to report during a declared emergency.

M. Uniforms

1. Operational employees will be issued uniforms each year. Uniforms will consist of Five (5) long sleeved shirts, five (5) short sleeved shirts and five (5) pairs of pants. Every new hire will receive a new issue following his hire.
2. Operational employees may order one jacket and one winter coat every two years. Every new hire will receive a new issue following his hire.
3. Each custodial, grounds and maintenance employee will be reimbursed for the purchase of up to two pair hard toe and non-slip work shoes with a maximum of one hundred and fifty (\$150) dollars per year.

**Article 9**  
Non-Teaching Duties

- A. A teacher who used his or her personal car for school purposes, approved by the Superintendent, will be reimbursed at the current rate per mile approved by the Board.

- B. Teachers shall not be required to transport students during or after school hours, unless in the event of an emergency.

**Article 10**  
Teacher Employment

- A. As provided by New Jersey Statutes 18A:29-9: Whenever a person shall hereafter accept office, position or employment as a member in any school district of this State, his initial place on the salary schedule shall be at such point as may be agreed upon by the member and the employing Board of Education.
- B. Credit for military services shall be as determined by N.J.S.A. Title 18A:29-11.
- C. The withholding of increments for inefficiency or other good cause shall be as provided in the New Jersey Statutes 18A:29-14, and decision of the Commissioner and/or courts of New Jersey interpreting the said statutes.
- D. Tenured and non-tenured teachers shall be given written notice of their contract and salary status according to law, providing a master contract has been negotiated by that time.
1. Should employment not be offered to an Association member for the following school year, written notice that such employment shall not be offered shall be given by May 15th of the current school year.
- E. New teaching staff members shall be placed on a full salary step.

**Article 11**  
Employment Procedures for Secretaries and Operational Staff

- A. Resignation
1. An employee who is resigning from his or her position shall give two (2) weeks prior notice.
2. Upon resignation, unused vacation shall be paid according to the prorating of full months worked to the total year. Unless proper notice as stated in Article 11 Section A.1. has been given, proportionate credit may be forfeited.
- B. Transporting Students: Employees shall not be required to transport students.

## Article 12

### Salaries

A.

1. The salaries of all teachers and employees covered by this Agreement are based on the appropriate salary schedule which is attached hereto and made a part hereof:

Schedule A - Teachers

Schedule B - Custodians

Schedule C - Secretaries

Schedule D - Specialized Personnel

Schedule E - Professional Non-Certificated Staff

Schedule F - Teacher Assistants

2. Schedule G, attached hereto and made a part hereof, indicates the activity and extracurricular positions that shall be established and the applicable stipend. One half ( $\frac{1}{2}$ ) of the stipend shall be paid prior to the last work day in January with the remainder of the stipend paid at the completion of all activities prior to teacher sign-out in June. The stipend shall not be paid if the activity is assigned as part of a staff member's regular work assignment. The Board has a managerial prerogative to create any stipend position, but shall negotiate compensation for that position with the majority representative.

- B. Teachers and employees shall be paid on the 15th and 30th of each month, except in the month of September when employees will be paid on the first Wednesday and the 30th.
- C. When a pay day falls on or during a school holiday, vacation or weekend, all employees shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June provided all legal requirements have been met and information found to be accurate.
- E. Teachers may elect to have 10% of their salary forwarded to a summer pay plan under the terms established by the business office to an approved banking institution of their choice.
- F. Any teacher or employee who has been in a pay status for more than half of his/her work year shall be eligible to receive an increment in pay.
- G. When calculating the total base salary owed to a teacher, custodian, secretary or non-certificated staff member who works only a portion of a work year, the following formula shall be used:
  1. The number of days the teacher worked or was on an approved paid leave of absence divided by 184 times the base salary for that teacher for that school year.
  2. The number of days a custodian, secretary or non-certificated staff member worked or was on an approved, paid leave of absence divided by the possible work days, times the base salary for the employee for that school year.

- H. All employees shall have their net pay directly deposited into their bank account.
- I. Part Time Hourly Rate
1. Any teacher hired for part time work shall be paid at \$34 per hour and \$45 per hour for home-bound instruction.
- J. Longevity
1. Longevity service increments shall be paid in the amounts of:
    - \$550 after five (5) continuous years of service in the District;
    - \$300 after ten (10) continuous years of service in the District;
    - \$400 after fifteen (15) continuous years of service in the District;
    - \$500 after twenty (20) continuous years of service in the District.
    - \$1,000 after twenty-five (25) continuous years of service in the District.
    - \$1,500 after thirty (30) continuous years of service in the District.
 Payments are in addition to any off-guide payment as designated in 1. above.

The following language shall be amended as follows on the Schedule B for Custodians: Previously, this information was stated in Schedule B of the Salary Guide.

1. Longevity service increments shall be paid in the following amounts:
  - \$300 after five (5) continuous years of service in the district;
  - \$600 after ten (10) continuous years of service in the district;
  - \$1,000 after fifteen (15) continuous years of service in the district;
2. Groundskeepers shall receive the appropriate salary on the above guide plus \$2,500 each year.
3. Maintenance employees shall receive the appropriate salary on the above guide plus \$7,500 each year.

The following language shall be amended as follows on the Schedule C for Secretaries: Previously, this information was stated in Schedule C of the Salary Guide.

1. Longevity service increments shall be paid in the following amounts:
  - \$300 after five (5) continuous years of service in the district;
  - \$600 after ten (10) continuous years of service in the district;
  - \$1,000 after fifteen (15) continuous years of service in the district
2. Confidential Secretaries shall be paid a salary differential in addition to the salary indicated on the salary guide using the following guidelines:
  - Secretary to the Building Principal - \$1,750
  - Secretary to the Supervisor of Buildings and Grounds - \$1,750
  - Secretary to the Evening School Supervisor - \$1,750
  - Secretary to the Practical Nursing Supervisor - \$1,750
  - Secretary to the Principal of Student Services - \$1,750

Secretary to the Principal of JDC - \$1,750  
Secretary to the Building Vice Principal - \$1,000

### Article 13 Employee Assignment

- A. Teacher placement and assignment is made with the primary concern for the needs of the students within the framework of experience, background, competency, certification, and the interest of the teacher.
- B. Job Posting
  - 1. A notice announcing impending vacancies and new positions in all teacher and employee positions will be posted in each school for five (5) school working days prior to filling any such vacancy. During the summer time, notification of such vacancies will be forwarded to the secretary of the Association.
- C. In filling a vacancy from within the negotiation unit, the Board agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system and other relative factors. The Board retains its authority and prerogative to hire staff from outside the system as required.

### Article 14 Promotions

- A. A teacher currently employed within the district may apply for any position at any time. A "Letter of Intent" should be sent by inter-office mail, by USPS Mail or electronic mail (e-mail) addressed to the Assistant Superintendent of Schools and/or the Superintendent of Schools and/or the School Business Administrator referencing the posted position.
- B. Application as outlined in Section 1 above will be considered should such vacancy occur, either during the school year or during the summer.
- C. Said "Letter of Intent" shall be specific to a posted position. Therefore, application should be made for each posted position in order to be considered for said position.
- D. All applicants from within the system shall be given the opportunity of a formal interview with the Assistant Superintendent of Schools and/or the Superintendent of Schools and/or the School Business Administrator before the appointments are finalized.
- E. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, requirements, background, attainments, and other relevant factors including service in the school district, as well as applicants from outside the school district. The Board declares its support of filling vacancies including supervisory positions from within the teaching staff, etc. The parties

recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.

## Article 15 Teacher Evaluation

### A. Teachers shall be evaluated consistent with **N.J.A.C. 6A:10**

#### B. Pre-conferences

An evaluation preconference shall be conducted between the in-district certified supervisor conducting the observation and the employee being evaluated.

#### C. Observations

1. Each required observation will result in a performance rating which shall be shared with the employee and discussed at the post-observation conference within fifteen (15) school working days.
2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
3. Each required observation shall be scheduled at a reasonable time during the school year. In addition, there shall be at least a reasonable amount of time between the time one evaluation is completed, including the post observation conference and submission of any responses, and the subsequent observation or evaluation.
4. All vocational teachers shall have at least one observation in a practical/performance setting.
5. When a teacher is being evaluated during a team teaching assignment the observing administrator must indicate which teacher is being observed.

#### D. Evaluation Reports

1. An employee shall be given a copy of any visit, observation or evaluation report prepared by his/her evaluator(s). No such report shall be finalized or submitted to the central office, placed in the employee's file, electronically finalized, or otherwise acted upon until after the post-observation conference with the employee has occurred.
2. Evaluation reports shall be presented to each employee in accordance with the following procedures:
  - a. Such reports shall be addressed to the employee.
  - b. Such reports shall be written in narrative form and shall include:
    - 1) Strengths of the employee as evidenced during the period since the previous report, citing specific domains and indicators.
    - 2) Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, citing specific domains and indicators.
  - c. No employee shall be required to sign a blank or incomplete evaluation form. An employee's signature on a completed evaluation indicates only that an employee has reviewed a copy of the evaluation, not that the employee is in agreement with any or all of the findings of the

- evaluation.
  - d. Each observation cycle shall be completed before another cycle begins.
  - e. Each employee shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.
  - f. Upon request, copies of electronically signed evaluations will be provided to the teacher.
3. All evaluation reports, documents, records, and other evaluative materials – whether in a non-electronic or electronic form -- are considered confidential personnel records. The individual records may not be made available or released to the public.

#### E. Post-Observation Conferences

1. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the employee who was evaluated.
2. The post-observation conference shall occur within fifteen (15) school working days of the observation.
3. The post-observation conference shall include data from the observation and all the evidence that shall be included in the evaluation report, as well as the draft evaluation report.

#### F. Informal Observations/Walkthroughs

1. Any observation – whether formal or informal – shall be conducted openly and with the knowledge of the employee being observed.
2. All employees shall have copies of any forms or checklists being used as part of informal observations prior to any informal observations being conducted. Information on these approaches – including criteria -- shall be included in training on the teacher practice evaluation rubric being used.

#### G. Observer/Evaluators

1. The Association will be provided a copy of the list of observers/evaluators who have been certified by the chief school administrator as being competent in applying the educator practice instruments and any other evaluation rubrics and the criteria used to assess competence. The list shall be provided annually prior to any administrator conducting an observation or evaluation.
2. No teacher member of the School Improvement Panel (ScIP), no other teaching staff member unless hired as a certificated supervisor or administrator in the district, nor any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member.

#### H. Use of Video and/or Audio Recording Devices in Evaluation

1. During a classroom or workplace observation/evaluation, whether formal or informal, no tape recorders, videotape equipment, telephones, or any other device with video or audio recording capability shall be used to record the staff member. Videotape equipment can only be used with the permission of the teacher.
2. Evaluation of a staff member shall not be accomplished through electronic monitoring or taping.

#### I. Individual Professional Development Plan (PDP)

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor.
2. The PDP shall be considered a living document. The employee shall have the right to modify the plans, goals, and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.

#### J. Corrective Action Plan (CAP)

1. Any Corrective Action Plan shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an "ineffective" or "partially effective" annual summative rating and the individual's certified supervisor.
2. The Corrective Action Plan must define both the individual's responsibilities and the district's and supervisors'/administrators' responsibilities in helping the employee address any identified deficiencies.
3. The Corrective Action Plan shall spell out which specific evaluation component(s) and elements need to be addressed.
4. The Corrective Action Plan shall spell out which specific evaluation component(s) and elements need to be addressed. It may include the individual's opportunities to view modeling of "effective" representations of meeting the components by the certified supervisor and those rated "effective" or "highly effective" in such components/elements and be provided opportunities to practice and demonstrate them.
5. The Corrective Action Plan shall be established for a period of not less than one year in order to provide the individual with sufficient time and multiple resources to address the identified deficiency or deficiencies, as well as the district to provide the necessary time, resources, and support.
6. Any observations for an individual who has a Corrective Action Plan shall be conducted for 40 minutes, shall be announced, and shall require a pre-conference.
7. Every individual on a Corrective Action Plan shall be provided regular and continuous support toward and feedback about their progress in addressing any deficiencies.
8. No School Improvement Panel teacher member will be involved in creating or meeting another staff

member's Corrective Action Plan.

#### K. Training

1. Training on the teacher evaluation model shall be grade and/or subject specific and clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model.
2. The training also shall include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives, and how the final rating is determined for each component and the evaluation system as a whole.

#### L. School Improvement Panel

No teacher or other unit member who serves on the School Improvement Panel shall evaluate, participate in, or feed into the evaluation or any component of the evaluation of any other teacher or unit member, including formulating the Corrective Action Plan.

### Article 16 Employee Facilities

#### A. Each school will have, where practical and possible, the following facilities:

1. Space in each classroom in which the permanent-based teacher may store instructional materials and supplies.
2. Free off-street parking facilities.
3. Closet space for teachers to store coats, overshoes.
4. Adequate white board space in every classroom.

An appropriately furnished room reserved for the exclusive use of employees as a combination faculty-work area lounge. Although everyone shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

### Article 17 Administration Liaison

Individual school principals shall meet with Association representatives from that individual school building, normally once a month. The Association and the principal shall agree on a calendar of meetings. These meetings shall in no way disrupt the educational program. Matters that pertain to individual grievances shall not be subject of these meetings. The Association representatives shall number no more than three (3). The Superintendent shall be an ex-officio member and receive copies of all agendas and minutes. The Association representatives shall be responsible for providing the Superintendent such copies. The Association president shall also receive copies of all building liaison meeting minutes.

## Article 18

### Temporary Leaves of Absence

- A. Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal illness or injury, or because he or she has been excluded from school by the school doctor on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

Days allowed for illness will be accumulative making it possible for unused days of any year to be added to those already accumulated with no limit. When absence on sick leave exceeds four (4) successive school working days, a physician's certificate covering the period of absence shall be filed in the Superintendent's office. A doctor's certificate for absences on individual days may be requested at the discretion of the Superintendent. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in a loss of pay.

- B. All full time teachers and employees shall be entitled to sick leave days for each school year as follows:
1. Ten (10) month contract 10 days
  2. Eleven (11) month contract 11 days
  3. Twelve (12) month contract 12 days

C. Personal Leave

1. Leave is provided for three (3) days per school year for bona fide business of personal nature, such as requires the teacher's or employee's presence during working hours and which cannot be attended to at any other time provided, however, that the Superintendent approves the leave. Approval in advance may not be necessary in the case of an emergency, at the discretion of the Superintendent. Such approved leave shall be without reduction or loss of pay.
2. Personal days not used during the given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year, as of July 1, 2016.

- D. Up to five (5) days at any one time shall be granted to teachers or employees in the event of death of an employee's spouse or domestic partner, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, sister, step relative (stepfather, stepmother, stepson, stepdaughter, stepbrother, step sister or step grandparent), or grandchild. All days must be used consecutively. These days must be used with fifteen days of the date of death.

1. In the death of a grandparent up to three (3) consecutive days shall be granted. All days must be used consecutively. These days must be used with fifteen days of the date of death.

- E. In the case of the death of a near relative, defined as first brother-in-law, sister-in-law, cousin, uncle, aunt, niece, nephew, there shall be no deduction in the salary for absence on the day of the funeral subject to advance notice and approval of the administrator. All days must be used consecutively. These

days must be used with fifteen days of the date of death.

- F. No leave of absence shall be granted due to other business or gainful employment.
- G. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted at the discretion of the Board upon the recommendation of the administrator.
- H. No more than one personal day per year may be taken before or after either any one school holiday or the NJEA Convention. The Superintendent may approve at his/her discretion, the personal day in the event of an emergency. Sick days taken before or after a holiday will require a doctor's note.

## Article 19

### Extended Leave of Absence

- A. Child-Rearing Leave: A teacher or employee shall notify the Superintendent of Schools as soon as her pregnancy is medically certified.
  - 1. Tenured and non-tenured teachers and employees may remain in regular employment status during those months of pregnancy which occur during the year for which she has signed a contract for employment, provided, however, that the Board of Education may remove any pregnant teacher or employee from her duties on any one of the following bases:
    - a. Performance. Her work performance has substantially declined from the time immediately prior to her pregnancy.
    - b. Physical Incapacity. Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
      - h. The pregnant teacher or employee fails to produce a certification from her physician that she is medically able to continue working, or continue her duties, or the Board of Education's physician and her physician agree that she cannot following any difference of medical opinion between the Board's physician and the teacher's or employee's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall examine the teacher or employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher or employee and the Board.
    - ii. Just Cause. Any other "just cause" as defined in N.J.S.A. Title 18A.
- 2. The Board shall grant child-rearing leaves of absence without pay to teachers or employees under the following terms:
  - a. Leaves terminating within the contract year.

- i. Any tenured or non-tenured teacher or employee seeking a leave of absence for child-rearing and wishing to return to employment within the contract year in which she/he commences her/his leave shall apply to the Board for said leave at any time prior to birth. At the time of application, the teacher or employee shall specify in writing the date on which she/he wishes to commence leave and the date on which she/he wishes to return to work after birth.
- b. Leaves terminating subsequent to the school year.
  - i. Any tenured teacher or any full-time secretary or operational staff employee who has been employed for at least three (3) consecutive years, seeking a leave of absence for child-rearing shall apply for said leave at least sixty (60) days before the anticipated birth of the child. At the time of application, the employee shall state whether the leave of absence shall be for the balance of the year in which the child is born or for that period and for the entire following work year.
  - ii. All child-rearing leaves shall expire on the first day of a new work year (September 1 for eligible teachers, July 1 for all other eligible unit members).
  - iii. The teacher on such a leave shall inform the Board in writing of his/her intention to return upon the expiration of the approved leave no later than the April 1 before the scheduled return date.
  - iv. Failure to provide such notice shall constitute a resignation.
  - v. Nothing herein shall prevent the Board and the employee from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- c. Any teacher or employee adopting a child who is less than three (3) years old at the time of adoption shall receive similar leave which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements of the adoption. All other provisions of A.2 shall apply to adoption situations.
- d. Leaves of absence of any non-tenured employee who has worked less than three (3) consecutive years shall not extend beyond the end of the contract school year in which that leave is obtained.
- e. Child-rearing leave time shall not be credited toward salary or in-service increments nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
- f. Prior to return to work from a child-rearing leave, the teacher or employee shall produce a certificate from her/his physician stating that she is physically capable of resuming her duties, 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 1-B.
- g. The Board and the principal assume no responsibility for reassigning the teacher to the same classroom or the same grade.

- B. Other leaves of absence without pay maybe granted at the sole discretion of the Board. Time spent on said leave shall not be credited toward salary or in-service increments nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
1. The Board, in its sole discretion, may grant requests for other leaves of absence, with or without pay. All extensions or renewals and requests for leave shall be applied for in writing. Upon return from such a leave of absence, employee shall be entitled to the following benefits in the same manner to which he/she was entitled at the time the discretionary leave commenced: (i) accumulated sick leave; (ii) vacation eligibility; (iii) credits toward sabbatical eligibility; and (iv) seniority rights. Employee shall not be entitled to accrue seniority or accumulate leave time or sabbatical credits while on a discretionary leave of absence. Upon return, an employee shall be returned to a position within his or her certification and endorsement and at the same salary as at that time his/her leave of absence was approved. In no event shall such leave extend beyond one full academic year.

## Article 20

### Compensation for Unused Sick Leave

- A. A retiring teacher or employee who notifies the Board in writing on or before December 1st prior to the year of retirement, and who actually files a retirement paper with the N.J. State Retirement System, and who has at least fifty (50) accumulated sick leave days on the date of retirement, shall be entitled to receive compensation computed by using the average of the last three (3) years' salary at 1/400 of such salary for ten (10) month teachers, 1/440 of such salary for eleven (11) month teachers and 1/520 of such salary for twelve (12) month employees times the unused accumulated sick time. Such compensation shall not exceed fifteen thousand dollars (\$15,000) and shall be paid within one (1) year from the date of retirement. For employees who commence employment on or after July 1, 2016, such compensation shall not exceed ten thousand dollars (\$10,000) and shall be paid within one (1) year from the date of retirement.
- B. Payments shall be made in two (2) equal installments. The first payment shall be within thirty (30) days of actual retirement. The second payment shall be made on the one (1) year anniversary of the first payment.

## Article 21

### Teacher's Sabbatical Leave

- A. Sabbatical leave of absence may be granted by the Board of Education to qualified personnel for the purpose of Educational Study or Research to improve their current teaching assignment or for other reasons of value to the School System.

Sabbatical leave will be granted subject to the following conditions:

1. To be eligible to apply for a sabbatical leave of absence the following minimum requirements must be met by the Teacher:
  - a. For undergraduate study or over the teacher must have completed a minimum of 90 undergraduate credits, hold a standard vocational certificate and taught at least seven (7) years in the District.

- b. For Post-Secondary Technical Training or Industrial Training to upgrade their occupational background, the teacher must hold a standard certificate, have taught at least seven (7) years in the District and show verification of acceptance for training.
2. No teacher will be eligible for more than one full year's leave during his or her tenure in the District.
3. Each leave will be for a full year period as approved at fifty percent (50%) of the teachers' contractual salary minus pension payments, social security and other deductions elected by the teacher, and payments from industry.
4. Leave will be granted for further educational study in the specific field of the teacher. The plan and program of such study is to be approved in advance by the Superintendent of Schools and the Board of Education.
5. All teachers granted leave must agree to return to the District at the end of the leave period and work at least three (3) more years in the District. Failure to complete the agreed-upon period of study or return to the District for the required period of time will require a teacher to return to the Board of Education all funds paid during the year. At the time of application, the teacher must complete a promissory note to this effect.
6. A maximum of one percent (1%) of the teaching staff or one, whichever is the largest number may be out on leave in any given school year. Funds will be provided in the budget at the time a sabbatical leave is approved.
7. During the leave, the teacher will retain all the rights granted to the professional staff and shall be considered in the employment of the Ocean County Vocational Board of Education.
8. A teacher on sabbatical leave will not engage in employment for remuneration during regular working hours unless otherwise employed by the business where Industrial Training is being taken. The teacher will file transcripts and required reports with the Superintendent upon return to the District.
9. Applications must be filed with the Superintendent by November 15 preceding the year of leave and the Board of Education will notify the teacher by March 1 of its decision.

## Article 22

### Professional Development and Educational Improvement

- A. The Board shall provide financial reimbursement for college and technical school credits taken by teaching personnel who hold a permanent certificate or above and for all other employees, subject to the following regulations and provisions:
  1. A teacher must be fully certified. Secretaries and custodians must have completed three (3) years in the District at the time the course(s) commenced.
  2. Applications for reimbursement shall be made in writing to the Superintendent outlining desired course, college or technical school to be attended and all other pertinent information. All courses must be part of a curriculum leading to an Undergraduate or Graduate Degree or be directly related to area

of employment.

3. All courses and the college or technical school at which the course is to be taken must be approved by the Superintendent prior to enrollment to qualify for reimbursement.
4. The maximum annual reimbursement by the Board to full-time teachers, custodians, secretaries, and non-certificated staff who qualify under A., A.1., A.2., and A.3., A.7. and A.8. shall be for a total of nine (9) college credits for Graduate and Undergraduate level courses at the Rutgers University rate.
5. Employees who work less than full-time shall be eligible for pro-rated reimbursement under 4. and 5. above if they qualify under A., A. I., A.2., A.3., A.7. and A.8.
6. Reimbursement will not be made until after successful completion of the course and after an official transcript has been received by the Superintendent of Schools. Reimbursement shall be made pursuant to the following schedule:
 

For a grade of A or B	100% reimbursement
For a grade of C	60% reimbursement
7. No reimbursement will be made for credits for which a grant or other payment covering such costs is received by the employee.
8. Technical school courses and in-service credits shall not count towards movement across the guide on graduate level columns. Undergraduate coursework shall only count for column movement if the employee does not hold a B.A. degree.

### Article 23

#### Protection of Teachers, Students and Property

A teacher may use and apply such amounts of force as reasonable and necessary as provided for in Title 18- A.

1. To quell a disturbance threatening physical injury to others.
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
3. For the purpose of self-defense.
4. For the protection of persons or property.

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior followed by a full written report of the incident. Teachers shall immediately report cases of assault upon pupils to their principal or other immediate superior followed by a full written report of the incident.

**Article 24**  
Insurance Protection

- A. The Board shall provide health insurance protection under the School Employees Health Benefits Program (NJSEHMP) Direct 15 plan. Employees may select SEHBP Direct 10 and pay the difference between the individual coverage and the selected coverage, in addition to the c. 78 contribution.
- B. The Board shall continue to provide dental coverage in the manner provided during the 2015-16 school year, with a maximum dental benefit of \$2,000.00
- C. Employees shall contribute an amount equal to that provided by P.L.2011, c.78. Employees shall be at c. 78's Tier IV commencing with the 2016-17 school year.
- D. During the first four (4) full years of employment, the Board shall only be responsible for individual NJSEHBP, dental and prescription coverage. Employees may select additional coverage as offered to other employees and pay the difference between the individual coverage and the selected coverage, in addition to the c. 78 contribution. In the event that the fourth full year of employment is completed after January 1 of any given school year, the employee will be entitled to family coverage on January 1 of that school year, so long as prescription benefits are provided through NJSEHBP.
- E. All payments and contributions shall be made through payroll deductions.

**Article 25**  
Deduction from Salary

- A.
  - 1. The Board agrees to deduct from the salaries of its teachers and employees, dues for the Ocean County Vocational Technical Education Association, the Ocean County Education Association and the New Jersey State Education Association, or the National Education Association, or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Ocean County Vocational Technical Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations.

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP

DUES NAME \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_

TO: DISBURSING OFFICER- BOARD OF EDUCATION:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with the authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the \_\_\_\_\_ Association to receive dues and distribute according to the organization(s) indicated:

- Ocean County Vocational Technical Education Association  
 Ocean County Education Association  
 New Jersey Education Association  
 National Education Association

2. 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 prior to the effective date of such change.
  3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
  4. The filing of notice of a teacher or employee withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. Upon filing appropriate authorization, the Board agrees to deduct from participating employees' salaries money for the appropriate financial institution.

Deductions will be made beginning on the September 15 payroll through June 30 on teachers with ten (10) month contracts in order to eliminate the necessity for double deductions each September.

Deductions may be discontinued at any time. Modification of deduction may be made twice each year during the months of October and January.

## Article 26 Rights of the Board

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Ocean County Vocational Technical to the extent authorized by law.
- B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable law and regulations:
  - 1. To direct employees of the school district;
  - 2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
  - 3. To relieve employees from duty because of lack of work or for other legitimate reasons;
  - 4. To maintain efficiency of the school district operations entrusted to them;
  - 5. To determine the methods, means and personnel by which such operations are to be conducted; and
  - 6. To take whatever actions may be necessary to carry out the mission of the school district in situation of emergency.

## Article 27 Personal and Academic Freedom

The Board and the Association agree that the private and personal life of a teacher or employee is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's or employee's responsibilities to the relationship with students and/or the school system.

## Article 28 Vacation and Holidays for Secretaries and Operational Staff

- A. Employees shall be eligible for vacations on the following basis:
  - 1.
    - a. After one (1) full year of service within the District two (2) weeks paid vacation.

- b. Five (5) vacation days may be carried over each year and used with no accumulation.
2. After five (5) full years of service within the District, custodians will receive three (3) weeks of paid vacation, after ten (10) full years of service within the District; custodians will receive four (4) weeks of paid vacation.
  3. After seven (7) full years of employment within the District, secretaries will receive three (3) weeks of paid vacation.
  4. After fifteen (15) full years of employment within the district, secretaries will receive four (4) weeks of paid vacation.
  5.
    - a. Scheduling of vacation by employees requires advanced, written approval of the Superintendent. When two (2) or more employees in a building apply for the same day(s) for vacations or holidays, seniority shall be the governing factor in the selection of those days.
    - b. Seniority
      1. School district seniority for employees shall be defined as service by said employee in the school district.
      2. Seniority shall accrue from the initial date of employment.
      3. An appointed employee shall lose all accumulated school district seniority only if she/he resigns, or is discharged for cause, irrespective of whether she/he is subsequently rehired by the school district
  6. Vacation allotments for all eligible secretarial and operational employees shall be earned according to the following:
    - a. In an employee's initial year of employment, .83 vacation days are earned for each month that an individual works during their first year of employment. E.g.: should an employee begin work on July 1 of the school year, ten (10) vacation days will have been earned as of June 30. If an employee begins work after July 1, a pro-rated amount of vacation time will be earned.
    - b. Vacation time earned during the initial year of employment is available for use by the employee starting July 1 of the school year which follows the first year of employment.
    - c. In subsequent years it is the employee's "anniversary date" (based upon the date of hire) within the district that triggers higher levels of earned vacation days, however, those days do not become available for use by the employee until July 1 of the ensuing school year when vacation allotments are credited to all employees. E.g.: an employee hired on January 1, 1990 would have five (5) vacation days available for use on July 1, 1990. As of July 1, 1991, that employee would have ten (10) vacation days available for use. As of January 1, 1997, that employee would have completed seven (7) years of service to the district, however, he/she would not have fifteen (15) days of vacation for use until July 1, 1997.

## B. Holidays – Operational Staff

1. Operational staff shall be granted fifteen (15) paid Holidays per contract year. Said holidays shall be established by the Superintendent and Association Representative after the School Calendar has been adopted. When teaching staff members receive the Jewish Holidays off in September, custodial staff members shall also receive these days in addition to the fifteen (15) other holidays.
2. Should it become necessary to cancel a contractual holiday for twelve (12) month operational staff, in order to fulfill the number of schooldays required by either this contract or current statute, operational staff shall receive notification at least five (5) working days in advance of said holiday, except in an emergency, such days will be replaced with a compensatory day to fulfill the number of days stated in the contract.

## C. Holidays –Secretaries

Secretaries shall receive the school holidays between the first teacher work day and the last teacher work day.

## Article 29 Miscellaneous Provisions

- A. If any provision of this agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with this Agreement, during its duration shall be controlling.
- C. The Board and the Association mutually agree to adhere to the requirements of the laws concerning discrimination.
- D. Nothing in this agreement which changes pre-existing Board Policy rules or regulations shall operate retroactively unless expressly so stated.
- E. Whenever any notice is required pursuant to the provision of this Agreement, to be given by either of the parties to the other, it shall be done by email or certified mail with return receipt requested using the following address:
  1. If by the Association to the Board- Board Secretary, Ocean County Vocational Technical School, 137 Bey Lea Road, Toms River, NJ 08753
  2. If by Board to the Association- President, Ocean County Vocational Technical Education Association, 137 Bey Lea Road, 137 Bey Lea Road, Toms River, NJ 08753
- F. If an employee under the care of the District's Worker's Compensation Physician is returned to work but

required to undergo Physical Therapy, such therapy shall be scheduled on the employee's own time and not during work hours.

**Article 30**  
Duration of Agreement

This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until June 30, 2019, or until such time as a successor agreement has been completely negotiated and accepted by both parties.

In witness whereof the parties have affixed their respective Signatures:

<u>FOR THE BOARD</u>	<u>FOR THE ASSOCIATION</u>
President	President
Business Administrator/Secretary	Secretary
Date	Date

Schedule G:

Day chaperones will receive \$150.00 on a non-contractual day, unless receiving a stipend.

Overnight chaperones will receive \$175.00 on a contractual day.

Overnight chaperones will receive \$225.00 on non- contractual days.

Appendix C:

**OCEAN COUNTY VOCATIONAL TECHNICAL SCHOOL EMPLOYEE GRIEVANCE FORM**

Indicate Level:

- Level 1 - Immediate Liaison/Supervisor–Verbal Discussion *(Within 15 school/work days of incident)*
- Level 2 – Written Grievance to Principal / Supervisor and Response *(Within 5 school/work days of previous level)*
- Level 3 – Form Reviewed by Superintendent and Response *(Within 15 school/work days of previous level)*
- Level 4 – Request for Board of Education Hearing and Response *(Within 5 school/work days of previous level)*

Date(s) of verbal discussion / levels reached: \_\_\_\_\_

Description of violations (including Articles from contract) and names of those employees involved:

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Remedy sought:

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Resolution:

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Please check one of the spaces below:

\_\_\_\_\_ The Grievant is satisfied with the outcome at level indicated above.

\_\_\_\_\_ The Grievant is **NOT** satisfied with the outcome at level indicated above and wishes to proceed to the next level.

**OR**

\_\_\_\_\_ The Grievant is **NOT** satisfied with the outcome **AFTER Level 4** and the Association wishes to proceed to arbitration.

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievance Committee Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal / Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BOE President / Superintendent Signature: \_\_\_\_\_ Date: \_\_\_\_\_