

Agreement Between
Ocean County Vocational
Board of Education
Toms River, New Jersey
and the
Ocean County
Vocational-Technical
Education Association

FEBRUARY
1991

RUTGERS UNIVERSITY

July 1, 1990 through June 30, 1992

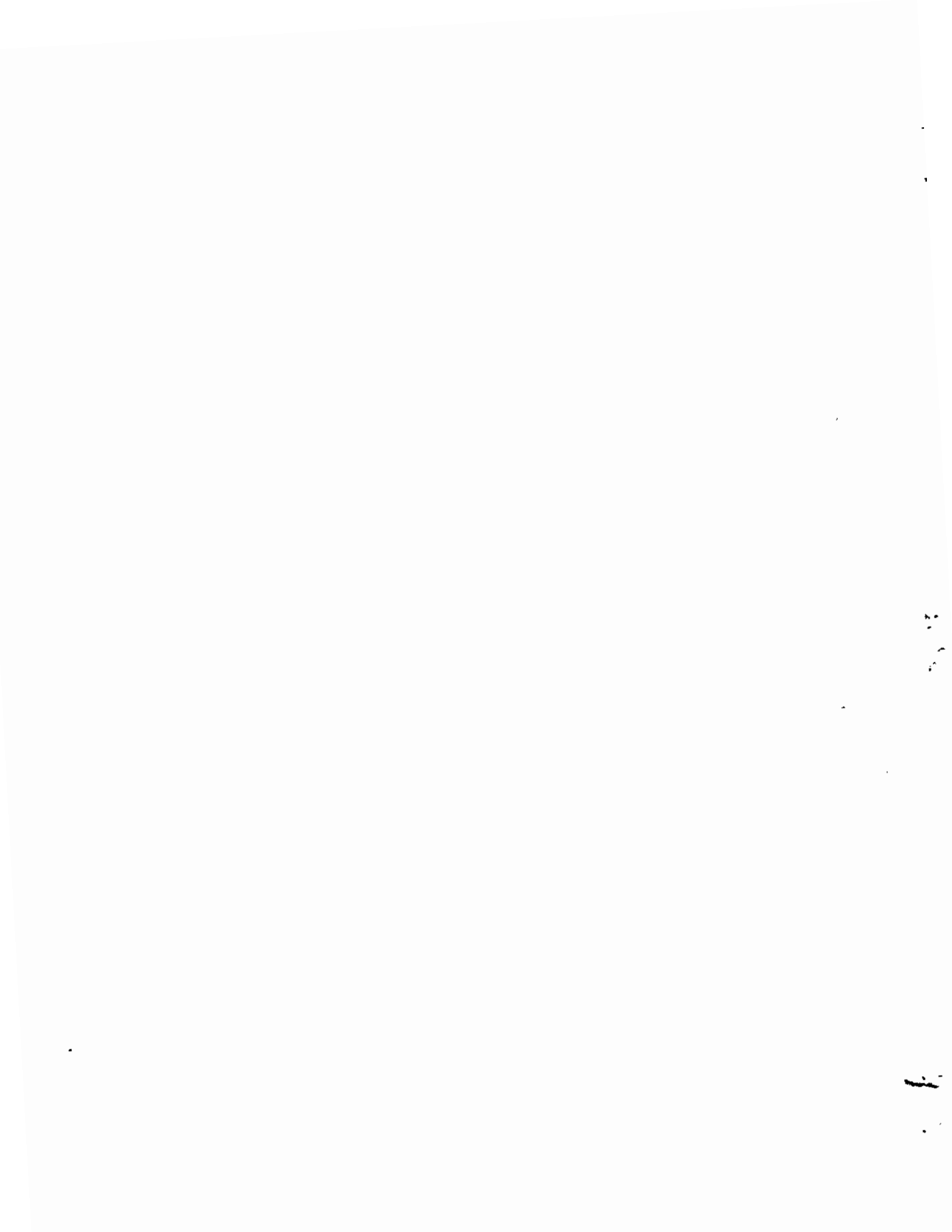


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ARTICLE 1

RECOGNITION

A. 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, 1990 and ending June 30, 1992 for the following classes of employees:

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.

But excluding:

Administration
Supervisors
School Psychologist
Cafeteria Employees
Transportation Employees
Per diem Substitute
Temporary and Part-Time hourly employees
Employees of special programs paid in whole or part
by Federal, State or County funds
Secretary to Superintendent
Secretary to Assistant Superintendent
Secretary to Board Secretary
Confidential Secretary

3. Those employees who fill the following positions:

Graphic Artist
Printing Production Assistant
Teaching Assistant
Career Education Introduction to Vocations Aide

B. Definition

1. The term "Teachers" when used hereinafter in this agreement shall refer only to all professional 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 not later than December 15th 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.

ARTICLE 3

GRIEVANCE PROCEDURE

- A. A "grievance" is defined as a complaint by any employee and/or the Association that there has been an unjust application, interpretation, or decision affecting the terms and conditions of employment of said employee 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 nontenured employee. In the specific case of the nontenured 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 and unlimited discretion of the Board.
5. A complaint by an employee occasioned by the withholding of a salary increase or increment.

D. Procedure

A grievance, to be considered under this procedure, must be initiated in writing by the teacher or employee within fifteen (15) calendar days from the time when the teacher or employee knew or should know of its occurrence.

1. 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, 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 days of receipt of the written grievance.

4.
 - a. The aggrieved, no later than five (5) school 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 ten (10) school 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 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) calendar 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) 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) 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) 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 violative of the terms of this Agreement. The arbitrator shall limit himself 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. In the event the teacher or employee commences to process a grievance in accordance with this Agreement, the said method of redressing said grievance shall represent an exclusive remedy to that teacher or employee with respect to the factual and legal issues raised therein. Such election of remedies shall be conclusive. It is the intention of this paragraph to preclude a multiplicity of applications before a different forum other than the forum set forth therein.
- f. 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.
- g. All fees of the arbitrator, including but not limited to the necessary travel expenses in any arbitration proceedings, shall be borne by the party losing the arbitration, except where the arbitrator does not exclusively rule in one party's favor, then both parties shall share the costs.

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 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 prior written notice of the reasons for such a meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him or her during such meeting or interview.

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 or employees on school property after school hours provided that prior approval is obtained from the school principal on each occasion, and 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 the 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 bulletin board 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 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 mail boxes 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 all material to be placed in mail boxes 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 "Mail Boxes" 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.

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 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

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 teachers shall be 184 days. These days shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

ARTICLE 7

TEACHING HOURS AND TEACHING LOAD

- A. Teachers shall indicate their presence for duty by initialing the appropriate arrival and departure columns of the faculty roster.
- B. Any teacher employed in both a morning and afternoon session shall be entitled to a duty free lunch period during the hours normally used for lunch periods in the school day. Such duty free lunch period shall be not less than thirty (30) minutes.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods after notifying principal's office.
- 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 four (4) days a month. The limitations on 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. Any meeting in which attendance is limited to the teaching personnel in one school shall commence within fifteen (15) minutes of student dismissal.
- 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. It is recognized by the parties that the principle of the forty (40) hour normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the administration/superintendent from assigning the extra duties normally associated with the teaching profession, and consistent with this Agreement.

ARTICLE 8

EMPLOYEES' WORK WEEK AND WORK DAY

A. Work Week

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

B. Work Day

The work day shall consist of eight (8) hours including one (1) hour for duty-free lunch for secretaries; eight and one-half (8-1/2) hours including one-half (1/2) hour for duty-free lunch for the operational staff, except as otherwise provided in this Article.

C. Shift Differential

Custodians working on shifts other than day shift will be paid \$625.00 additional annually over their base salary pro-rated over each pay period. Effective July 1, 1991, the differential shall be \$750.00.

- D. All work performed by a custodial or secretarial employee beyond forty (40) hours in a week shall be paid at one and one-half (1-1/2) times his/her normal hourly rate of pay. Overtime performed by full-time secretaries beyond their normal work day but under a forty (40) hour period in a week shall be remunerated by compensatory time on an equal basis of time worked, time given: Compensatory time off will be given at a time mutually agreed upon between the employee and his/her supervisor. A "week" is defined as the period from Sunday through Saturday. Overtime shall be paid in the pay period after the overtime is earned.

- E. Maintenance men 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, which is reflected in their salary rate and no time adjustment is to be made for those additional hours worked.

- F. In the event that a custodian shall be called back to school for an emergency, he shall receive call out time pay of thirty dollars (\$30). 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. At the discretion of the principal with the Superintendent's approval, operational staff at a building may be released early on days when schools are closed because of snow. In the event that the snow situation changes after early release, any call-in will be at no additional pay for the first hour(s) which are equivalent to the amount of early release time.
- J. 1. Effective January 1, 1991, custodians possessing a Boiler license shall receive a \$300.00 stipend annually.
2. Any custodian hired after October 15, 1990, must either possess said license at the time of hire, or must gain the license within twelve (12) months of employment. Failure of custodians employed on or after October 15, 1990, to obtain said license within twelve (12) months shall result in termination of employment.
3. For employees who gain their license after February 21, 1990, the stipend shall begin on the date the license is gained, or on January 1, 1991, whichever is later.
4. The employee contract shall include specific reference to the license requirements under 2. above. A copy of all such contracts shall be provided to the Association.
- 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.

ARTICLE 9

NON-TEACHING DUTIES

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.

ARTICLE 10

TEACHER EMPLOYMENT

- A. As provided by New Jersey Statutes 18A:29-9: "Whenever a person shall hereafter accept office, position of employment as a teacher 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 teacher 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. Tenure and nontenure teachers shall be given written notice of their contract and salary status not later than April 30th, providing a master contract has been negotiated by that time.
- E. Effective July 1, 1987, 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. Earned vacation shall be paid according to the prorating of full months worked to the total year. Unless proper notice as stated in Article 11 has been given as stated above, proportionate credit shall be forfeited.

B. Transporting Students

1. Employees shall not be required to transport students.

ARTICLE 12

SALARIES

- A. 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.
- B. Teachers and employees shall be paid in "BI-WEEKLY" installments based on the terms of their individual contract.
- C. When a pay day falls on or during a school holiday, vacation or weekend, teachers 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. In the event 10% or more of the teachers elect to receive his or her salary in "26" equal pay periods over a 12 month period instead of the regular biweekly pay system over a 10 month period, said teachers shall give written notice to the school administration no later than May 15 preceding the next September 1 when the program would come into effect. If such election is made by said teachers, said program must remain in effect for an entire 12 month period. If the teacher elects not to continue said "26" pay period program for the following year, he or she shall give notice to the school administration to that intent by the following May 15.
- 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.
- G. When calculating the total base salary owed to a teacher who works only a portion of a work year, the following formula shall be used: 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. Example, a teacher on Step 10 of the BA column in 1989-1990 (\$30,559) works until December 22. The teacher has worked 78 days (including a paid sick leave day). The total compensation is 42.4% of \$30,559 or \$12,957.

ARTICLE 13

EMPLOYEE ASSIGNMENT

- A. Teacher placement and assignment is made with the primary concern for the needs of students within the framework of experience, background, competency, certification, and interest of the teacher.
- B. A notice announcing impending vacancies and new positions in all teacher and employee positions will be posted in each school for five (5) 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 may apply for any position at any time. Such applications should be in writing addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually. All applicants from within the system shall be given the opportunity of a formal interview with the Superintendent of Schools before the appointments are finalized.
- B. 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 OR EMPLOYEE EVALUATION

The Association recognizes that it is the responsibility of the Board and the administration to establish a program for teacher or employee evaluations. Evaluation of teachers and employees will be conducted professionally, openly and with full knowledge of the teacher or employee. All class visits and/or evaluation reports will be reviewed in a conference between the teacher or employee and the person making the report within fifteen (15) days of said visit and/or evaluation report. All such reports will be signed by the teacher or employee indicating that he or she has seen it and discussed it. Signing the report in no way indicates agreement with its content.

ARTICLE 16

EMPLOYEE FACILITIES

A. Teachers

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 chalkboard space in every classroom.
5. An appropriately furnished room reserved for the exclusive use of teachers as a combination faculty-work area lounge. Although teachers 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.

B. Secretaries and Custodians

Wherever possible, the Building Principal will schedule students in such a way that the building's secretaries and custodians will be able to eat in the faculty room without student interruption.

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. . . .

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 five (5) successive school 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 full 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. 1. Leave is provided for three (3) days per school year for bonafide 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 in advance. Such approved leave shall be without reduction or loss of pay.

2. Each year, unused personal leave shall be converted to the unused sick leave total available to the employee for compensation at the time of retirement under Article 20. This day(s) shall not be available to the employee to be used as accumulated sick leave.
- D. Up to five (5) school days at any one time shall be granted to teachers or employees in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother and sister.
- E. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew, sister-in-law or brother-in-law, 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.
- 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.

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 nontenured 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:

- (1) The pregnant teacher or employee fails to produce a certification from her physician that she is medically able to continue working, or
 - (2) the Board of Education's physician and her physician agree that she cannot continue her duties, or
 - (3) 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.
- c. 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.

Any tenured or nontenured 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.
 - (1) 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.
 - (2) 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).

- (3) 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.
- (4) Failure to provide such notice shall constitute a resignation.
- (5) 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 may be 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.

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 each 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 nine thousand dollars (\$9,000) and shall be paid within one (1) year from the date of retirement.
- B. 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, shall be entitled to receive compensation computed by using the average of the last three (3) years' salary at 1/400 of each 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 six thousand dollars (\$6,000).
- C. Any unit member who retires on or before June 30, 1991, may select whether he/she shall be covered by A. or B. above. Effective with the close of business on June 30, 1991, B. above shall become null and void.

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 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 and have obtained tenure in the District. 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 who qualify under A., A.1., A.2., and A.3., A.7. and A.8. shall be \$450 for undergraduate courses or \$600 for graduate-level courses. In any combination situation (undergraduate-graduate-level courses) \$600 shall be the maximum total reimbursement.
 5. The maximum annual reimbursement by the Board to custodians and secretaries who qualify under A., A.1., A.2., A.3., A.7. and A.8. shall be \$300.
 6. 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.1., A.2., A.3., A.7. and A.8.
 7. Reimbursement will not be made until after successful completion (Grade C or better) of the course and after an official transcript has been received by the Superintendent of Schools.
 8. No reimbursement will be made for credits for which a grant or other payment covering such costs is received by the employee.

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. Blue Cross, Blue Shield, Rider J. Major Medical, Prescription Drug Plan and Blue Cross/Blue Shield Dental Plan shall be continued for all eligible employees as of July 1, 1990, through June 30, 1992.
- B. It shall be understood by both parties that the cost of all the above benefits for 1991-92 will establish the base-year figure for insurance benefit costs and that any future increased costs in insurance benefits shall be paid by the employees or be negotiated by way of any future salary increase.

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:

_____ Association _____
_____ 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 MON-OC Federal Teachers Credit Union.

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 Education Association 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 situations 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. After one (1) full year of service within the District two (2) weeks paid vacation.
 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. Scheduling of vacation by employees requires advanced, written approval of the Superintendent. Where two (2) or more employees in a building apply for the same day(s) for

vacation, seniority shall be the governing factor in the selection of those days.

B. Holidays

Operational staff shall be granted sixteen (16) paid Holidays per contract year. Said holidays shall be established by the Superintendent and Association Representative after the School Calendar has been adopted.

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 telegram or registered letter using the following address.
 - 1. If by Association to Board at Board Office: Toms River, N.J.
 - 2. If by Board to the President, care of Ocean County Vocational-Technical School, Toms River, N.J.

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990 and shall continue in full force and effect until June 30, 1992, or until such time as a successor agreement has been completely negotiated and accepted by both parties.

Aubrey Cohen

President
Ocean County Vocational-
Technical Education Association

March 5, 1991

Date

W. T. Handlaich

President
Board of Education of the
Vocational School in the
County of Ocean

March 6, 1991

Date

SCHEDULE A-1
TEACHER SALARY GUIDE
1990-1991

YRS. OF
EXPER.
AS OF
6/30/90

	STEP		EMERG	PERM	PERM40	BS	BS+30	MA	MA+30	PH.D.
	OLD	NEW								
0	***	1	26158	26458	26633	27063	27508	28008	29008	29453
1-9	5	2	26658	26958	27133	27563	28008	28508	29508	29953
10-12	6	3	27558	27858	28033	28463	28908	29408	30408	30853
13-14	7	4	28558	28858	29033	29463	29908	30408	31408	31853
15	8	5	29608	29908	30083	30513	30958	31458	32458	32903
16	9	6	30708	31008	31183	31613	32058	32558	33558	34003
17	10	7	34296	34596	34771	35201	35646	36146	37146	37591
18	11	8	37360	37660	37835	38265	38710	39210	40210	40655
19	11A	9	39729	40029	40204	40634	41079	41579	42579	43024
20+	12	10	40765	41065	41240	41670	42115	42615	43615	44060

1. Any teacher who was on Step 12 of the 1989-1990 salary guide and who is on Step 10 this year shall be paid an amount equal to the top step of his/her position on the guide plus an amount computed on the basis of \$25 for each year of service within the district.
2. In-service increments of:
 - \$300 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;
 - and, \$500 after twenty (20) continuous years of service in the district.

SCHEDULE A-2
TEACHER SALARY GUIDE
1991-1992

YRS. OF
EXPER.
AS OF
6/30/91

	STEP		EMERG	PERM	PERM40	BS	BS+30	MA	MA+30	PH.D.
	OLD	NEW								
0-1	**1	1	29175	29475	29650	30080	30525	31025	32025	32470
2-10	2	2	29675	29975	30150	30580	31025	31525	32525	32970
11-13	3	3	30575	30875	31050	31480	31925	32425	33425	33870
14-15	4	4	31575	31875	32050	32480	32925	33425	34425	34870
16	5	5	32625	32925	33100	33530	33975	34475	35475	35920
17	6	6	33725	34025	34200	34630	35075	35575	36575	37020
18	7	7	36136	36436	36611	37041	37486	37986	38986	39431
19	8	8	39636	39936	40111	40541	40986	41486	42486	42931
20	9	9	42746	43046	43221	43651	44096	44596	45596	46041
21+	10	10	43782	44082	44257	44687	45132	45632	46632	47077

1. Any teacher who was on Step 10 of the 1989-1990 salary guide and who is on Step 10 this year shall be paid an amount equal to the top step of his/her position on the guide plus an amount computed on the basis of \$25 for each year of service within the district.
2. In-service increments of:
 - \$300 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;
 - and, \$500 after twenty (20) continuous years of service in the district.

**SCHEDULES B-1 AND B-2
CUSTODIANS' SALARY GUIDES**

STEP		1990-1991	STEP		1991-1992
OLD	NEW		OLD	NEW	
***-4	1	15573	1	1	17351
5-6	2	16243	2	2	18021
7	3	16908	3	3	18686
8	4	17573	4	4	19351
9	5	18258	5	5	20036
10	6	19003	6	6	20781
11	7	19828	7	7	21606
12	8	21028	8	8	22806
13	9	22243	9	9	24021
14	10	24225	10	10	25421
15	11	25668	11	11	27446

1. In-service increments of:
 - \$100 after five (5) continuous years of service in the district;
 - \$200 after ten (10) continuous years of service in the district;
 - and, \$400 after fifteen (15) continuous years of service in the district.
2. Groundskeepers shall receive the above appropriate salary plus \$500 each year.
3. Maintenance employees shall receive the above appropriate salary plus \$1000 each year.
4. Custodians working on shifts other than the day shift will be paid a differential annually over their base salary prorated over each pay period. The amount of such payment is located in Article 8, C.

**SCHEDULES C-1 AND C-2
SECRETARIAL SALARY GUIDES**

STEP		1990-1991	STEP		1991-1992
OLD	NEW		OLD	NEW	
***-1	1	13300	***-2	1	14729
2-4	2	13550	3-5	2	14979
5-6	3	14150	6-7	3	15579
7	4	14770	4	4	16199
8	5	15420	5	5	16849
9	6	16100	6	6	17529
10	7	16800	7	7	18229
11	8	17520	8	8	18949
12	9	18460	9	9	19649
13	10	19660	10	10	21089

1. In-service increments of:
 - \$100 after five (5) continuous years of service in the district;
 - \$200 after ten (10) continuous years of service in the district;
 - and, \$400 after fifteen (15) continuous years of service in the district.

2. Directors' secretaries shall receive \$200 more than the stated amount.
Principals' secretaries shall receive \$400 more than the stated amount.

SCHEDULE D

SPECIALIZED PERSONNEL

- A. Teaching Assistant, the Career Development Assistant and the Career Education Introduction to Vocations Aide shall be paid at one-half (1/2) of the annual salary on the appropriate column of the teachers' guide.
- B. The Graphic Artist employed as of September 12, 1990, shall receive a 9.5% increase effective July 1, 1990, and a 9.4% increase effective July 1, 1991.
- C. The work day, work hours and work year shall remain the same for the Graphic Artist, Printing Production Assistant, Teaching Assistant, Career Development Assistant and Career Education Introduction to Vocations Aide.

SCHEDULE E
PROFESSIONAL NON-CERTIFICATED
12 MONTH STAFF

YRS. OF EXPER. AS OF 6/30/90	1990-1991			YRS. OF EXPER. AS OF 6/30/91	1991-1992		
	N.D.	BA/BS	MA/MS		N.D.	BA/BS	MA/MS
0	19750	23050	24050	0	21100	24700	25700
1	20250	23550	24550	1	21600	25200	26200
2	20800	24100	25100	2	22150	25750	26750
3	21350	24650	25650	3	22750	26350	27350
4	21900	25200	26200	4	23350	26950	27950
5	22450	25750	26750	5	23950	27550	28550
6	23000	26550	27550	6	24550	28150	29150
7	23550	27400	28400	7	25150	29050	30050
8	24100	28200	29200	8	25750	29950	30950
9	24650	29000	30000	9	26350	30850	31850
10	25200	29900	30900	10	26950	31750	32750
11	25750	30700	31700	11	27550	32700	33700
12	26300	31500	32500	12	28150	33600	34600
13	26850	32350	33350	13	28750	34450	35450
14	27400	33150	34150	14	29350	35400	36400

SCHEDULE F
TEACHER ASSISTANTS
1990-1991 and 1991-1992

The annual salary is determined by taking half of the salary of the applicable step and column of the teacher salary guide.

Teaching assistants are eligible for longevity payments at half the amounts shown on the teacher salary guide.

PROMISSORY NOTE

_____ is hereby obligated to the OCEAN COUNTY VOCATIONAL-TECHNICAL SCHOOLS, in the sum of _____ representing _____ months salary paid to him/her during a sabbatical leave, commencing _____ and ending _____. The said _____ shall repay said sum upon demand, subject to the following conditions:

The within obligation shall be due and owing from _____ to said OCEAN COUNTY VOCATIONAL-TECHNICAL SCHOOLS in the event that he/she should fail to meet the requirements set forth in the sabbatical leave policy or should he/she fail to continue working in the OCEAN COUNTY VOCATIONAL-TECHNICAL SCHOOLS for at least three contract years following the end of the sabbatical leave. The within obligation incorporates by reference the terms and conditions of the Article 21, in the Agreement. The within Note shall be voided upon proof of compliance with the sabbatical leave policy and upon the completion of said years of employment in the OCEAN COUNTY VOCATIONAL-TECHNICAL SCHOOLS following the end of the sabbatical leave.

Teacher

Dated: _____

SIDEBAR AGREEMENT TO
MASTER AGREEMENT BETWEEN
OCEAN COUNTY VOCATIONAL BOARD OF EDUCATION
AND THE
OCEAN COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION
JULY 1, 1990 THROUGH JUNE 30, 1992

In accordance with the Memorandum of Agreement of September 12, 1990, #7, page 2, the following is hereto entered into as sidebar agreement between the parties.

The hiring guidelines for initial guide placement (teachers) shall be placed in the Teachers Handbook. Upon request, the Association may review the formal worksheet used by the Administration in placing the teacher on the salary guide. The individual employee shall receive a copy of the formal worksheet.

