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Ocean

AGREEMENT

BETWEEN

OCEAN COUNTY VOCATIONAL
BOARD OF EDUCATION
TOMS RIVER, N.J.

AND

OCEAN COUNTY VOCATIONAL
TECHNICAL EDUCATION ASSOCIATION

JULY 1, 1977 THROUGH JUNE 30, 1979

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ARTICLE I
RECOGNITION

A. The Ocean County Vocational Board of Education, having received a certified membership list of OCVTA, hereby recognizes said Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment beginning July 1, 1975 and ending June 30, 1976 for the following classes of employees:

All certified teaching personnel under contract including department heads and personnel on maternity leave

but excluding:

Administrators
Supervisors
School Psychologists
Office and Clerical
Custodial, Maintenance
Cafeteria employees
Transportation employees
Per diem substitutes
Part time and hourly employees
Employees of special programs paid in whole or part by Federal, State or County funds

B. Definition: The term "Teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

ARTICLE II
NEGOTIATION PROCEDURE

A. In accordance with Chapter 303, Public Law, 1968, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment.

B. Representatives of the Board and the Association shall begin negotiations during the month of October.

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. The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made".

E. 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.

F. Except as this agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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

ARTICLE III GRIEVANCE PROCEDURE

A "grievance" is defined as a complaint by any teacher that there has been an unjust application, interpretation, or decision affecting the terms and conditions of employment of said teacher as provided for by this agreement.

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. 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.

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:

(a) The failure or refusal of the Board to renew a contract of a non-tenure teacher. In the specific case of the non-tenure teacher who does not receive a new contract, the Board need not give written reasons for its decision.

(b) 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.

(c) 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.

(d) In matters involving the sole and unlimited discretion of the Board.

(e) A complaint by a teacher occasioned by the withholding of a salary increase or increment.

A grievance, to be considered under this procedure, must be initiated in writing by the teacher within ten (10) calendar days from the time when the teacher knew or should know of its occurrence.

Procedure:

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 teacher 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, 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 who has a grievance shall discuss it first with his principal (and immediate superior or department head, if 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 teacher, he shall within five (5) school days, set forth his grievance in writing to the principal specifying:

- (a) The nature of the grievance
- (b) The results of previous discussions
- (c) His dissatisfaction with decisions previously rendered

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

4. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools.

The appeal to the superintendent must be made in writing reciting the matter submitted to the principal 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 teacher and the Principal.

5. If the grievance is not resolved to the teacher's satisfaction, he, 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 teacher.

6. In the event the Board is unable to resolve the grievance to the mutual satisfaction of both parties within 10 days after review, the matter may be submitted to arbitration by either party.

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 names from the American Arbitration Assoc. 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.

Upon the receipt of the list from the A.A.A., the party moving the matter to arbitration shall strike two names from the list and immediately submit the list to the other party, who shall, within three (3) working days, select one name from the remaining three. All concerned parties shall be notified of the Arbitrator selected and a commitment to serve shall be obtained from the selected Arbitrator. In the event the selected Arbitrator is unable to serve, a second list shall be obtained and the procedure repeated.

The Arbitrator so selected shall confer with the representatives of the Board and the Teacher 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 his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The Arbitrator shall 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.

In the event the teacher commences to process a grievance procedure in accordance with this Agreement, the said method of redressing said grievance shall represent an exclusive remedy to that Teacher with respect to the facts 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. Notwithstanding this paragraph, to the event a teacher or other grievant initially makes application to some other forum permitted by law, this Agreement shall not prevent same, but any application before another forum shall prevent the utilization of this grievance procedure.

All fees of the Arbitrator, including but not limited to necessary travel expenses in any arbitration proceeding shall be borne by the party losing the arbitration, except where the Arbitrator does not exclusively find in either party's favor, that both parties shall share the costs.

ARTICLE IV
TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws, 1968, 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 in the enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. Whenever any teacher is required to appear before the Board or committee or members thereof concerning any matter in his office, position, or employment, or the salary or any increments pertaining to, then he 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 during such meeting or interview.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

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 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.

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.

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.

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.

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.

The Board retains the right to immediately cancel the provisions of the sections dealing with "Bulletin Boards" and "Mail Boxes" for any violation thereof.

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 documents shall be imposed upon the Association within the discretion of the School Board.

ARTICLE VI SCHOOL CALENDAR

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.

ARTICLE VII
TEACHING HOURS AND
TEACHING LOAD

1. Teachers shall indicate their presence for duty by initialing the appropriate arrival and departure columns of the faculty roster.
2. 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.
3. Teachers may leave the building without requesting permission during their scheduled duty free lunch periods after notifying principal's office.
4. 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 days a month. The limitation on number of meetings shall not apply to individual committee or study meetings.
5. An Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting with the approval of the principal.

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 VIII
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 IX
TEACHER EMPLOYMENT

- A. As provided by New Jersey Statutes 18A:29-9: "Whenever a person shall hereafter accept office, position or 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 decisions of the Commissioner and/or courts of New Jersey interpreting the said statutes.

D. Tenure and non-tenure 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.

ARTICLE X SALARIES

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

B. Teachers shall be paid in semi-monthly 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 24 equal pay periods over a 12 month period instead of the regular 20 pay periods 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 24 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.

ARTICLE XI TEACHER ASSIGNMENT

A. Placement and assignment are 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 in all teaching positions will be posted in each school for five (5) days prior to filling any such vacancy.

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 XII
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.

C. Notices of vacancies of promotional nature shall be posted for five school days. During the summer time, notification of such vacancies will be forwarded to the secretary of the Association.

ARTICLE XIII
TEACHER EVALUATION

A. The Association recognizes that it is the responsibility of the Board and the administration to establish a program for teacher evaluations.

Evaluation of teachers will be conducted professionally, openly and with full knowledge of the teacher. All class visits and evaluation reports will be reviewed in a conference between the teacher and the person making the report. All such reports will be signed by the teacher indicating that he has seen it and discussed it. Signing the report in no way indicates agreement with its content.

ARTICLE XIV
TEACHER 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, over-shoes.

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.

ARTICLE XV TEACHER 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 XVI SICK LEAVE

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.

A. All full time teachers employed shall be entitled to sick leave days for each school year as follows:

1. Ten (10) month employee - 10 days
2. Eleven (11) month employee - 11 days

B. Leave is provided for three days per school year for bonafide business of personal nature, such as requires the teacher'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

C. Up to five (5) school days at any one time shall be granted to teachers in the event of death of a teacher's spouse, child, son-in-law, mother-in-law, daughter-in-law, parent, father-in-law, brother, sister.

D. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece or 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.

E. No leave of absence shall be granted due to other business or gainful employment.

F. 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 XVII EXTENDED LEAVE OF ABSENCE

A. Maternity Leave of Absence: A teacher shall notify the superintendent of schools as soon as her pregnancy is medically certified.

1. Tenured and non-tenured teachers may remain in regular teaching status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board of Education may remove any pregnant teacher from her teaching duties on any one of the following bases:

- A. Performance. Her teaching 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 teaching, and which physical incapacity shall be deemed to exist only if:

1. The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
2. The Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
3. Following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial Third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

C. Just Cause. Any other "just cause" as defined in N. J. S. A. Title 18A.

2. The Board shall grant extended leaves of absence without pay to pregnant teachers under the following terms:

A. Leaves terminating within school year. Any tenured or non-tenured teacher seeking a leave of absence for pregnancy and wishing to return to employment within a school year in which she commences her leave shall apply to the Board for said leave at any time prior to birth. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth.

3. Leaves terminating subsequent to the school year. Any tenured teacher seeking a leave of absence for pregnancy and wishing to return to employment subsequent to the school year in which they commence their leave shall apply for said leave at any time prior to birth. At the time of application, the teacher shall specify the date on which she wishes to commence leave and the fact that she wishes that leave to extend beyond the school year in which that leave commences. The maternity leave of absence shall be without pay. The teacher may return to employment at the beginning of any of the three school years following the school year in which her leave commences. The expiration of all maternity leaves of absence shall coincide with the beginning of the school year and the teacher shall give the Board written notice of her intention to return by April 1, or no less than four months prior to the beginning of a school year in which she wishes to return.

4. A. Leaves of absence of any non-tenured teacher shall not extend beyond the end of the contract school year in which that leave is obtained.

B. Maternity leave time shall not be credited toward salary or in-service increments nor shall the time involved in such pregnancy leave be counted toward the fulfillment of the time requirements for acquiring tenure.

C. Prior to return to teaching from maternity leave, the teacher shall produce a certificate from her 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.

D. The Board and the principal assume no responsibility for reassigning teachers 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 XVIII SABBATICAL LEAVE

A. Sabbatical leave of absence may be granted by the Board of Education to qualified personnel for the purpose of Educational Study of 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 10 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 8 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. However, Post Secondary Technical Training or Industrial Training could be taken for $\frac{1}{2}$ year periods at a time over a period of years.

3. Each leave will be for a full or $\frac{1}{2}$ year period as approved at 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 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 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.

6. A maximum of 1% of the teaching staff or one person, 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 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 15th preceding the year of leave and the Board of Education will notify the teacher by March 1 of its decision.

ARTICLE XIX
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

A. The Board shall provide financial reimbursement for college credits taken by teaching personnel who hold a permanent certificate or above, subject to the following regulations and provision:

1. Teacher must be fully certified and have obtained tenure in the District.

2. Applications for reimbursement shall be made in writing to the Superintendent outlining desired course, college to be attended and all other pertinent information.

3. All courses and the college at which the course is to be taken must be approved by the Superintendent prior to enrollment to qualify for reimbursement.

4. Such approved courses will be reimbursed by the Board with a maximum reimbursement of no more than thirty-five dollars (\$35.00) per credit for graduate credits and twenty-five dollars (\$25.00) per credit for undergraduate credits.

5. No more than six (6) credits per teacher during a school year shall receive reimbursement by the Board.
6. 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.
7. No reimbursement shall be made for credits for which a grant or other payment covering such costs is received by the teacher.

ARTICLE XX
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:

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 XXI
INSURANCE PROTECTION

Blue Cross, Blue Shield, Rider J, and Major Medical as presently provided shall be continued. July 1, 1978, the Blue Cross Prescription Drug Plan shall become effective. Cost of the plan for eligible employees shall not exceed \$100.00 per year.

ARTICLE XXII
DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers 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 teachers 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 Association.

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOCIAL SECURITY NO. _____

SCHOOL BUILDING _____ DISTRICT _____

TO: DISPENSING 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 the January 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this 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 1st under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

B. Upon filing appropriate authorization, the Board agrees to deduct from participating teachers' salaries money for the MOE-OC Federal Teachers Credit Union.

Deductions will be made beginning on the September 15th payroll through June 30th on Teachers with ten 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 month of October and January.

ARTICLE XXIII
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 laws and regulations
- (a) to direct employees of the school district
 - (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
 - (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
 - (d) to maintain efficiency of the school district operations entrusted to them;
 - (3) to determine the methods, means and personnel by which such operations are to be conducted; and
 - (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXIV
PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE XXV
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 the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- 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.

DURATION OF AGREEMENT

1. This agreement shall be effective as of July 1, 1977 and shall continue in full force and effect until June 30, 1979 or until such time that a successor agreement has been completely negotiated and accepted by both parties.

2. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Robert J. Kain
 President, Ocean County Vocational-
 Technical Education Association

Harold H. Burke
 President, Board of Education of
 the Vocational School in the
 County of Ocean

Dec 3 1977
 Date

Dec 15 1977
 Date