#### AGREEMENT BETWEEN

# OCEAN COUNTY VOCATIONAL BOARD OF EDUCATION

TOMS RIVER, N.J.

and the

# OCEAN COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION

July 1, 2010 through June 30, 2013

DRAFT: 13-May-10 FINAL: 13-May-10

# **TABLE OF CONTENTS**

ARTICI	<u>LE TITLE</u>	<u>PAGE</u>
1	Recognition	1
2	Negotiation Procedure	2
3	Grievance Procedure	2
4	Teacher and Employee Rights	5
5	Association Rights and Privileges	5
6	School Calendar and Teacher Work Year	8
7	Teaching Hours and Teaching Load	8
8	Employees' Work Week and Work Day	10
9	Non-Teaching Duties	12
10	Teacher Employment	12
11	Employment Procedures for Secretaries and Operational Staff	12
12	Salaries	13
13	Employee Assignment	14
14	Promotions	14
15	Teacher or Employee Evaluation	15
16	Employee Facilities	15
17	Administration Liaison	16
18	Temporary Leaves of Absence	16
19	Extended Leaves of Absence	17
20	Compensation for Unused Sick Leave	19
21	Teacher's Sabbatical Leave	20
22	Professional Development and Educational Improvement	21
23	Protection of Teachers, Students and Property	22
24	Insurance Protection	23
25	Deduction from Salary	23
26	Rights of the Board	25
27	Personal and Academic Freedom	26
28	Vacation and Holidays for Secretaries and Operational Staff	26
29	Miscellaneous Provisions	27
	Duration of Agreement Schedule A-1 - Teacher Guide – 2004-2005 Schedule A-2 - Teach	28
	Guide – 2005-2006 Schedule A-3 - Teacher Guide – 2005-2006	CI
	Schedules B-1, B-2, B-3 - Custodial Guides – 2004-2007	
	Schedules C-1, C-2, C-3 - Secretary Guides – 2004-2007	
	Schedule D - Specialized Personnel	
	Schedules E-1, E-2, E-3 - Professional, Non-certificated Staff (12 month)	
	Schedule F - Teacher Assistants – 2004-2007	
	Schedule G - Extracurricular Activities – 2004-2007	
•	Appendix A - Promissory Note	
	Appendix B - Sidebar Agreement – Hiring Guidelines	
	Appendix C – Sidebar Agreement – Mentoring	
	ANDORAN SA MACONIA ASTOCIONAL INCIDENTALE	

Page 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, 2007 and ending June 30, 2010 for the following classes of employees:

#### Including:

- 1. All certified teaching personnel under contract including department heads and personnel on maternity leave.
- 2. All full time secretaries under contract, and the operational staff consisting of custodians, groundskeepers and maintenance personnel.
- 3. All full-time employees who fill the positions delineated in Schedules D, E and F.

#### But excluding:

Administration
Supervisors
School Psychologist
Cafeteria Employees
Transportation Employees
Per diem Substitute
Temporary and Part-time hourly employees
Secretary to Superintendent
Secretary to Assistant Superintendent
Secretary to Board Secretary
Confidential Secretary
Public Information Officer

#### 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. I., A. 2., and A.3. above.

#### **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. <u>Procedure</u>

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

Ocean County	Vocational Board of Education	Page 4
- and - O.C.V.T.E.A.		

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 "PERU 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.

Ocean County	Vocational	Board	of	Education		Page 5
-and -						
O.C.V.T.E.A.				13-May-10		
				2010-2013 Cont	tract	

- 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.

#### **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 mailboxes and the school computer system for communication with its members, for the transaction of its business with the limitation that such does not interfere with the primary purpose of such facility. Copies of all material to be placed in mailboxes shall be given to the building principal for approval. Such material shall not contain anything political or controversial.
- F. The Board retains the right to immediately cancel the provision of the sections dealing with "Bulletin Boards" and "Mailboxes" for any violation thereof.
- G. All documents classified as public information and required by law to be given to the public shall be made available upon request to the Association within a reasonable time of their request concerning same. The cost of photocopying such document shall be imposed upon the Association with the discretion of the School Board.
- H. One (1) Custodial and one (1) Secretarial Executive Committee Member may be excused at 3:00 p.m. one (1) day a month to attend Executive Meetings upon approval by the Superintendent.

#### I. Agency Shop

#### 1. Purpose

If an employee does not become a member of the Association within 6 months after being employed, or continue his or her membership during any membership year (July 1 to June 30) which is

Ocean County Vocational	Board of Education	Page 7
- and - O.C.V.T.E.A.	13-May-10 2010-2013 Contract	

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. <u>Notification</u>

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

#### b. Payroll Deduction Schedule

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

#### c. Procedure

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

#### d. Changes

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

#### e. Indemnification and Save Harmless Provision

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

Page 8

#### **ARTICLE 6**

#### SCHOOL CALENDAR AND TEACHER WORK YEAR

- A. The authority for establishing, adopting and approving deviation from the school calendar is vested in the Board of Education. The Association will be notified of any change.
- B. The work year for ten month teaching employees 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. Teachers required to attend an after-hours faculty or department meeting at a school other than the building in which they teach shall be reimbursed the district mileage rate for their travel from their home school to the school at which the meeting is being held.
- E. An Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting with the approval of the principal.

- F. 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.
- G. Teaching staff members hired after the signing of this Agreement, or those current staff members who volunteer to do so, may be assigned to a flexible schedule between the hours of 7:30 a.m. and 6:30 p.m., Monday through Friday.

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

The staff members at M.A.T.E.S. shall commence at 7:15 a.m. Staff members at M.A.T.E.S. shall have the same length workday as provided in Article 8:B of the collective bargaining agreement.

#### H. Work Schedule – Certificated Staff

1. Classroom Teacher – Daily Assignment [minutes per week]

	Classroom Time	Administrative			
Teachers	Teaching	Assignments	Pre	Lunch	
Vocational and	1500	150	150	150	
Special Education					
Academic	1350	300	150	150	

#### 2. <u>Teaching Time</u>

- a. Teaching time is defined as classroom, laboratory and shop instruction provided to students by a teacher in subjects for which they are certified. Prep and lunch are duty free assignments for which teachers will be compensated at the part-time rate if required to provide coverage of any kind.
- b. Any teacher directed to teach a class within their certification, during an administrative assignment period, will be compensated by the Board of Education at the approved part-time rate for every sixty (60) minutes accumulated over their allotted classroom teacher time as shown in 1 above. Teachers assigned this duty will receive pre-ration of salary commencing with the sixth consecutive class assigned. Teachers assigned to non-teaching supervision during administrative assignment time will not be provided additional compensation. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest 1/2 hour for the month.

- c. Administrative assignments are defined as activities required for the efficient operation of the schools. The Administration will schedule teachers for the activities in an equitable manner. When teachers are not teaching their maximum teaching time, the time left over will be transferred to administrative assignments.
- d. All shared-time teachers teaching more than 1500 minutes per week will be compensated by the Board of Education at the approved part-time rate for every sixty (60) minutes accumulated. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest V2hour for the month.

#### 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. <u>Shift Differential</u>

Custodians working on shifts other than day shift will be paid \$850.00 additional annually over their base salary pro-rated over each pay period.

- D. All work performed by a custodial, maintenance, 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 personnel are employed with the understanding that they are on call twenty-four (24) hours per day; seven (7) days per week, fifty-two (52) weeks per year, except for their vacation period.

```
Ocean County Vocational Board of Education Page 11
- and -
O.C.V.T.E.A. 13-May-10
2010-2013 Contract
```

- F. In the event that a custodian shall be called back to school for an emergency, he shall receive call out time pay of sixty dollars (\$60). This is a full payment. Employees receiving this shall not be covered for this work under the terms of D. above.
- G. There shall be a scheduled fifteen (15) minute break in the morning and a scheduled fifteen (15) minute break in the afternoon for full-time operational staff employees.
- H. It is understood and agreed by the parties that in the event of a schedule or shift change with respect to an operational staff employee said employees shall receive fourteen (14) days written notice prior to said change unless in cases of emergency said notification could not be complied with.
- I. 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.
- J. Custodians possessing a Boiler License shall receive a \$500.00 stipend annually for the 2010-2011 school year. Boiler license stipend increased from \$500.00 to \$600.00 in 2011-2012 and therafter.
- 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 custodian-, 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.
- L. In the event of an emergency as declared by the Governor, custodial and maintenance employees, as essential employees, shall report to work unless told otherwise by their Supervisor. An employee shall carry with him/her, the "Essential Employee Identification Card" as distributed by the Board. The Board will hold the employee harmless for a citation/summons issued to the employee for being on the roadways during such an emergency.

The employer agrees to provide legal representation for a staff member who faces charges at the municipal level arising solely from being on the roadway as directed by the employer during a declared emergency. The employee must have the requisite "Essential Employee Identification Card" in his/her possession at the time of the citation to be eligible for such protection.

Ocean County Vo	cational Board of Education	Page 12
- and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

M. Secretaries will have the option of working 10 months per year for a prorated salary of 10/12ths with no vacation days. The decision can be made on an annual basis with notification to the Board of Education by June 1, 2010 for the 2010-2011 school year and May 1, 2010 for the 2011-2012 school year and thereafter.

#### **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 or employment as a member in any school district of this State, his initial place on the salary schedule shall be at such point as may be agreed upon by the member and the employing Board of Education.
- B. Credit for military services shall be as determined by N.J.S.A. Title 18A:29-11.
- C. The withholding of increments for inefficiency or other good cause shall be as provided in the New Jersey Statutes 18A:29-14, and decision of the Commissioner and/or courts of New Jersey interpreting the said statutes.
- D. Tenure and nontenure teachers shall be given written notice of their contract and salary status according to law, providing a master contract has been negotiated by that time.
- 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.

Ocean County	Vocational Board of Education	Page 13
- and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

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

Schedule A - Teachers

Schedule B- Custodians

Schedule C- Secretaries

Schedule D - Specialized Personnel

Schedule E - Professional Non-certificated Staff

Schedule F - Teacher Assistants

- 2. Schedule G, attached hereto and made a part hereof, indicates the positions that shall be established and the applicable stipend. The stipends shall be paid at the completion of all activities as attested to by the administration. The stipend shall not be paid if the activity is assigned as part of a staff members regular work assignment.
- B. Teachers and employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month, except in the month of September when employees will be paid on the first Wednesday and the 30<sup>th</sup>.
- C. When a pay day falls on or during a school holiday, vacation or weekend, all employees shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June provided all legal requirements have been met and information found to be accurate.
- E. Teachers may elect to have 10% of their salary forwarded to a summer pay plan under the terms established by the business office to either MON-OC Federal Credit Union or Wachovia Bank.
- 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, custodian, secretary or non-certificated staff member who works only a portion of a work year, the following formula shall be used:
  - 1. The number of days the teacher worked or was on an approved paid leave of absence divided by 184 times the base salary for that teacher for that school year. 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.
  - 2. The number of days a custodian, secretary or non-certificated staff member worked or was on an approved, paid leave of absence divided by the possible work days times the base salary for the employee for that school year.
- H. All newly hired employees will have their net pay directly deposited into their bank account.
- I. If a teacher is hired for part time work the hourly rate to be paid will be \$24 per hour in 2010-2011, \$25 per hour in 2011-2012, and \$29 per hour in 2012-2013.

#### **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 <u>within</u> 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 <u>retains</u> 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.

1 -	Vocational Board of Education	Page 15
and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

B. In filing 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. <u>Teachers:</u> 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. <u>Secretaries and Custodians</u>: 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.

Ocean County Vocational Board of Education Page 16 - and 
O.C.V.T.E.A. 13-May-10

2010-2013 Contract

#### **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 bona fide business of personal nature, such as requires the teacher's or employee's presence during working hours and which cannot be attended to at any other time provided, however, that the Superintendent approves the leave 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) <u>shall</u> not be available to the employee to be used as accumulated sick leave.

Ocean County	Vocational B	Board of	Education	Page 17
- and -				
O.C.V.T.E.A.		-	3-May-10	
		2	010-2013 Contract	

- 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 or grandchild.
- E. In the case of the death of a near relative, defined as first cousin, uncle, aunt, niece, nephew, sister-in-law, 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. In the case of a death of a grandparent or step relative, there shall be no deduction in the salary for absence for the day of the viewing and 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.
- H. Personal days may not be taken before or after a holiday. The Superintendent may approve at his/her discretion, in the event of an emergency. Sick days taken before or after a holiday will require a doctor's note.

#### **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.

Ocean County Vocations	al Board of Education	Page 19
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

- d. Leaves of absence of any non-tenured employee who has worked less than three (3) consecutive years shall not extend beyond the end of the contract school year in which that leave is obtained.
- e. Child-rearing leave time shall not be credited toward salary or in-service increments nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
- f. Prior to return to work from a child-rearing leave, the teacher or employee shall produce a certificate from her/his physician stating that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in Paragraph 1-B.
- g. The Board and the principal assume no responsibility for reassigning the teacher to the same classroom or the same grade.
- B. Other leaves of absence without pay maybe granted at the sole discretion of the Board. Time spent on said leave shall not be credited toward salary or in-service increments nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

#### **COMPENSATION FOR UNUSED SICK LEAVE**

- A.1. 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 U400 of such salary for ten (10) month teachers, U440 of such salary for eleven (11) month teachers and 1/520 of such salary for twelve (12) month employees times the unused accumulated sick time. Such compensation shall not exceed fifteen thousand dollars (\$15,000) and shall be paid within one (1) year from the date of retirement.
- A.2. The maximum pay out shall be fifteen thousand dollars (\$15,000). Payments shall be made in two (2) equal installments. The first payment shall be within thirty (30) days of actual retirement. The second payment shall be made on the one (1) year anniversary of the first payment.

#### **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 <u>time</u> a sabbatical leave is approved.

- 7. During the leave, the teacher will retain <sub>all</sub> 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.

#### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall provide financial reimbursement for college and technical school credits taken by teaching personnel who hold a permanent certificate or above and for all other employees, subject to the following regulations and provisions:
- 1. A teacher must be fully certified. Secretaries and custodians must have completed three (3) years in the District at the time the course(s) commenced.
- 2. Applications for reimbursement shall be made in writing to the Superintendent outlining desired course, college or technical school to be attended and all other pertinent information. All courses must be part of a curriculum leading to an Undergraduate or Graduate Degree or be directly related to area of employment.
- 3. All courses and the college or technical school at which the course is to be taken must be approved by the Superintendent prior to enrollment to qualify for reimbursement.
- 4. The maximum annual reimbursement by the Board to full-time teachers, custodians, secretaries, and non-certificated staff who qualify under A., A.1., A.2., and A.3., A.7. and A.8. shall be for a total of nine (9) college credits for Graduate and Undergraduate level courses at the Rutgers University rate.
- 5. Employees who work less than full-time shall be eligible for pro-rated reimbursement under 4. and 5. above if they qualify under A., A.1., A.2., A.3., A.7. and A.8.
- 6. Reimbursement will not be made until after successful completion of the course and after an official transcript has been received by the Superintendent of Schools. Reimbursement shall be made pursuant to the following schedule:

For a grade of A or B
For a grade of C

100% reimbursement 60% reimbursement

Ocean County Vocational Board of Education Page 22
- and O.C.V.T.E.A. 13-May-10
2010-2013 Contract

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

#### ARTICLE 23

#### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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

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

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

Page 23

#### **ARTICLE 24**

2010-2013 Contract

#### **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 through June 30. 2007.
- B. Employees hired after July 1, 1996 shall be entitled to the following benefits at Board of Education expense:
  - [1] During the first three years of employment, the appropriate level of N.J. State Health Benefits coverage, single dental insurance and single prescription insurance. The employee may purchase other levels of dental and prescription insurance, at the Board's rates, through payroll deduction.
  - [2] At the start of the employee's fourth (4th) consecutive year of employment in the Ocean County Vocational Technical School District, the employee shall be eligible for other levels of dental and prescription insurance, at Board of Education expense. The employee's date of employment shall determine the three (3) year qualification period.
  - In the event that the third year of employment occurs after January I" of a given year, the employee would be entitled to family prescription coverage on January I" of their third year of employment. This is solely for as long as the Board offers the N.J. State Health Prescription Benefits coverage. If another carrier is used, the Board will revert to the employee's tenure date for family prescription coverage.
- C. Effective July 1, 1996, the dental plan shall implement a deductible of \$25 single and \$75 family for all benefits except preventive and diagnostic.
- D. The prescription co-pay shall increase to \$10.00 brand name and \$5.00 generic unless co-pay changes are made by the N.J. State Health Benefits Plan. In that case, the district will follow the S.H.B.P. co-pays.
- E. Teaching staff members shall contribute thirty-five dollars (\$35.00) per month and employee staff members shall contribute fifteen dollars (\$15.00) per month towards the cost of health benefits , only if it is determined that the 1.5 percent employee contribution for health benefits is not effective on July 1. 2010 and the duration of this contract. If it is determined that the 1.5 percent employee contribution for health benefits is required, then only the 1.5 percent will be paid by the employees. Such payroll deductions shall be made on a ten (10) month basis for all employees.

#### **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,

Ocean County Vocational	Board of Education	Page 24
- and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

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
SCHOO	L BUILDING DISTRICT
TO: DIS	SBURSING OFFICER - BOARD OF EDUCATION:
sufficient equal mo understar withdraw all rights	request and authorize the above named disbursing officer to deduct from my earnings an amount to provide for the payment of those membership dues as certified by the organizations indicated in nthly payments for all or part of the current school year and for succeeding school years. In that the disbursing officer will discontinue such deductions only if I file such notice of all as of Janii <sup>g</sup> ry 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive and claim for said monies so deducted and transmitted in accordance with the authorization, and the governing board and all of its officers from any liability therefore.
	te theAssociation to receive dues and distribute according to the ion(s) indicated:
[]	Ocean County Vocational Technical Education Association Ocean County Education Association New Jersey Education Association National Education Association

- 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- 3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

Ocean County	Vocational Board of Education	Page 25
- and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

- 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 subsection 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.

#### PERSONAL AND ACADEMIC FREEDOM

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

#### ARTICLE 28

# VACATION AND HOLIDAYS FOR SECRETARIES AND OPERATIONAL STAFF

- A. Employees shall be eligible for vacations on the following basis:
  - 1. a. After one (1) full year of service within the District two (2) weeks paid vacation.
    - b. Five (5) vacation days may be carried over each year and used with no accumulation.
- 2. After five (5) full years of service within the District, custodians will receive three (3) weeks of paid vacation, after ten (10) full years of service within the District, custodians will receive four (4) weeks of paid vacation.
- 3. After seven (7) full years of employment within the District, secretaries will receive three (3) weeks of paid vacation.
- 4. After fifteen (15) full years of employment within the district, secretaries will receive four (4) weeks of paid vacation.
- 5 Scheduling of vacation by employees requires advanced, written approval of the Superintendent. When two (2) or more employees in a building apply for the same day(s) for vacations or holidays, seniority shall be the governing factor in the selection of those days.
- 6. Vacation allotments for all eligible secretarial and operational employees shall be earned according to the following:
  - a. In an employee's initial year of employment, .83 vacation days are earned for each month that an individual works during their first year of employment. E.g.: should an employee begin work on July 1 of the school year, ten (10) vacation days will have been earned as of June 30. If an employee begins work after July 1, a pro-rated amount of vacation time will be earned.
  - b. Vacation time earned during the initial year of employment is available for use by the employee starting July 1 of the school year which follows the first year of employment.

Ocean County	Vocational Board of Education	Page 27
- and -		
O.C.V.T.E.A.	13-May-10	
	2010-2013 Contract	

c. In subsequent years it is the employee's "anniversary date" (based upon the date of hire) within the district that triggers higher levels of earned vacation days, however, those days do not become available for use by the employee until July 1 of the ensuing school year when vacation allotments are credited to all employees. E.g.: an employee hired on January 1, 1990 would have five (5) vacation days available for use on July 1, 1990. As of July 1, 1991, that employee would have ten (10) vacation days available for use. As of January 1, 1997, that employee would have completed seven (7) years of service to the district; however, he/she would not have fifteen (15) days of vacation for use until July 1, 1997.

#### B. Holidays

Operational staff 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. When teaching staff members receive the Jewish Holidays off in September, custodial staff members shall also receive these days in addition to the sixteen (16) other holidays.

#### 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:

Ocean County	Vocational 1	Board of	Education	Page 28
_		Doala of	Educación	rage 20
- and -				
O.C.V.T.E.A.			13-May-10	
			2010-2013 Contract	

- 1. If by the Association to the Board at the Board Office: Toms River, N.J.
- 2. If by Board to the President of the Association care of Ocean County Vocational Technical School, Toms River, N.J.
- F. If an employee under the care of the District's Worker's Compensation Physician is returned to work but required to undergo Physical Therapy, such therapy shall be schedule on the employee's own time and not during working hours.

#### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect until June 30, 2013, or until such time as a successor agreement has been completely negotiated and accepted by both parties.

In witness whereof the parties have affixed their respective signatures:

FOR THE BOARD	FOR THE ASSOCIATION
President	President
Secretary	Secretary
 Date	 Date

<u>Schedule A-1</u> 2010-2011

Step	Emerg	Perm	Perm+40	B.A./B.S.	B.A.+30	M.A.	M.A.+30	PhD.
а	\$ 51,223	\$ 51,578	\$ 51,801	\$ 52,294	\$ 52,801	\$ 53,364	\$ 54,435	\$ 54,943
b	\$ 51,473	\$ 51,828	\$ 52,051	\$ 52,544	\$ 53,051	\$ 53,614	\$ 54,685	\$ 55,193
С	\$ 51,726	\$ 52,082	\$ 52,305	\$ 52,797	\$ 53,305	\$ 53,868	\$ 54,939	\$ 55,446
d	\$ 51,991	\$ 52,347	\$ 52,570	\$ 53,062	\$ 53,570	\$ 54,133	\$ 55,204	\$ 55,711
е	\$ 52,266	\$ 52,622	\$ 52,845	\$ 53,337	\$ 53,845	\$ 54,408	\$ 55,479	\$ 55,986
1	\$ 52,497	\$ 52,852	\$ 53,075	\$ 53,568	\$ 54,075	\$ 54,638	\$ 55,709	\$ 56,217
2	\$ 52,727	\$ 53,082	\$ 53,306	\$ 53,798	\$ 54,306	\$ 54,869	\$ 55,940	\$ 56,447
3	\$ 52,842	\$ 53,197	\$ 53,420	\$ 53,913	\$ 54,420	\$ 54,984	\$ 56,054	\$ 56,562
4	\$ 52,958	\$ 53,313	\$ 53,536	\$ 54,028	\$ 54,536	\$ 55,099	\$ 56,170	\$ 56,678
5	\$ 53,072	\$ 53,428	\$ 53,651	\$ 54,143	\$ 54,651	\$ 55,214	\$ 56,285	\$ 56,792
6	\$ 54,224	\$ 54,580	\$ 54,803	\$ 55,295	\$ 55,803	\$ 56,366	\$ 57,437	\$ 57,944
7	\$ 55,375	\$ 55,731	\$ 55,954	\$ 56,446	\$ 56,954	\$ 57,517	\$ 58,588	\$ 59,095
8	\$ 56,527	\$ 56,883	\$ 57,106	\$ 57,598	\$ 58,106	\$ 58,669	\$ 59,740	\$ 60,247
9	\$ 58,353	\$ 58,709	\$ 58,932	\$ 59,424	\$ 59,932	\$ 60,495	\$ 61,566	\$ 62,073
10	\$ 59,376	\$ 59,732	\$ 59,955	\$ 60,447	\$ 60,955	\$ 61,518	\$ 62,589	\$ 63,096

#### **Guide Movement**

All staff on steps a through 9 of the 2009-2010 guide move up one (1) step for the 2010-2011 academic year.

All staff on step 10 of the 2009-2010 guide move to step OG15 for the 2010-2011 and receive 1.5%.

All staff off-guide remain on the same step for 2010-2011 and receive 1.5% for 2010-2011.

- 1. Any teacher who was on step 10 of the 1989-90 salary guide and who is on an Off-Guide step for 1995-96, shall be paid an amount equal to the appropriate Off-Guide salary for his/her column, plus an amount computed on the basis of \$25 additional for each year of service within the District.
- In-service increments (longevity) shall be paid in the amounts 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.

<u>Schedule A-2</u> 2011-2012

Step	Emerg	Perm	Perm+40	B.A./B.S.	B.A.+30	M.A.	M.A.+30	PhD.
а	\$ 52,126	\$ 52,489	\$ 52,717	\$ 53,221	\$ 53,739	\$ 54,489	\$ 55,410	\$ 55,929
b	\$ 52,376	\$ 52,739	\$ 52,967	\$ 53,471	\$ 53,989	\$ 54,739	\$ 55,660	\$ 56,179
С	\$ 52,631	\$ 52,994	\$ 53,222	\$ 53,726	\$ 54,245	\$ 54,995	\$ 55,915	\$ 56,435
d	\$ 52,890	\$ 53,254	\$ 53,482	\$ 53,985	\$ 54,504	\$ 55,254	\$ 56,175	\$ 56,694
е	\$ 53,161	\$ 53,525	\$ 53,753	\$ 54,256	\$ 54,775	\$ 55,525	\$ 56,446	\$ 56,964
1	\$ 53,442	\$ 53,806	\$ 54,034	\$ 54,537	\$ 55,057	\$ 55,807	\$ 56,727	\$ 57,246
2	\$ 53,678	\$ 54,041	\$ 54,269	\$ 54,773	\$ 55,292	\$ 56,042	\$ 56,962	\$ 57,482
3	\$ 53,913	\$ 54,276	\$ 54,505	\$ 55,008	\$ 55,528	\$ 56,278	\$ 57,199	\$ 57,717
4	\$ 54,031	\$ 54,394	\$ 54,622	\$ 55,126	\$ 55,644	\$ 56,394	\$ 57,315	\$ 57,835
5	\$ 54,150	\$ 54,513	\$ 54,741	\$ 55,244	\$ 55,763	\$ 56,513	\$ 57,434	\$ 57,953
6	\$ 54,266	\$ 54,630	\$ 54,858	\$ 55,361	\$ 55,881	\$ 56,631	\$ 57,551	\$ 58,070
7	\$ 55,444	\$ 55,808	\$ 56,036	\$ 56,539	\$ 57,059	\$ 57,809	\$ 58,729	\$ 59,248
8	\$ 56,621	\$ 56,985	\$ 57,213	\$ 57,716	\$ 58,235	\$ 58,985	\$ 59,906	\$ 60,425
9	\$ 57,799	\$ 58,163	\$ 58,391	\$ 58,894	\$ 59,413	\$ 60,163	\$ 61,084	\$ 61,603
10	\$ 59,666	\$ 60,030	\$ 60,258	\$ 60,761	\$ 61,280	\$ 62,030	\$ 62,951	\$ 63,470

#### **Guide Movement**

All staff on steps a through 9 of the 2010-2011 guide move up one (1) step for the 2010-2012 academic year.

All staff on step 10 of the 2010-2011 guide move to step OG16 for the 2011-2012 and receive 2.25%.

All staff off-guide remain on the same step for 2011-2012 and receive 2.25% for 2011-2012.

- 1. Any teacher who was on step 10 of the 1989-90 salary guide and who is on an Off-Guide step for 1995-96, shall be paid an amount equal to the appropriate Off-Guide salary for his/her column, plus an amount computed on the basis of \$25 additional for each year of service within the District.
- In-service increments (longevity) shall be paid in the amounts 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.

<u>Schedule A-3</u> 2012-2013

Step	Emerg	Perm	Perm+40	B.A./B.S.	B.A.+30	M.A.	M.A.+30	PhD.
а	\$ 53,049	\$ 53,420	\$ 53,653	\$ 54,168	\$ 54,698	\$ 55,465	\$ 56,407	\$ 56,937
b	\$ 53,299	\$ 53,670	\$ 53,903	\$ 54,418	\$ 54,948	\$ 55,715	\$ 56,657	\$ 57,187
С	\$ 53,554	\$ 53,926	\$ 54,159	\$ 54,674	\$ 55,204	\$ 55,971	\$ 56,912	\$ 57,443
d	\$ 53,815	\$ 54,186	\$ 54,419	\$ 54,935	\$ 55,466	\$ 56,232	\$ 57,173	\$ 57,705
е	\$ 54,080	\$ 54,452	\$ 54,685	\$ 55,200	\$ 55,730	\$ 56,497	\$ 57,439	\$ 57,970
1	\$ 54,357	\$ 54,729	\$ 54,962	\$ 55,477	\$ 56,007	\$ 56,774	\$ 57,716	\$ 58,246
2	\$ 54,644	\$ 55,017	\$ 55,250	\$ 55,764	\$ 56,296	\$ 57,063	\$ 58,003	\$ 58,534
3	\$ 54,886	\$ 55,257	\$ 55,490	\$ 56,005	\$ 56,536	\$ 57,303	\$ 58,244	\$ 58,775
4	\$ 55,126	\$ 55,497	\$ 55,731	\$ 56,246	\$ 56,777	\$ 57,544	\$ 58,486	\$ 59,016
5	\$ 55,247	\$ 55,618	\$ 55,851	\$ 56,366	\$ 56,896	\$ 57,663	\$ 58,605	\$ 59,136
6	\$ 55,368	\$ 55,740	\$ 55,973	\$ 56,487	\$ 57,018	\$ 57,785	\$ 58,726	\$ 59,257
7	\$ 55,487	\$ 55,859	\$ 56,092	\$ 56,607	\$ 57,138	\$ 57,905	\$ 58,846	\$ 59,377
8	\$ 56,691	\$ 57,064	\$ 57,297	\$ 57,811	\$ 58,343	\$ 59,110	\$ 60,050	\$ 60,581
9	\$ 57,895	\$ 58,267	\$ 58,500	\$ 59,015	\$ 59,545	\$ 60,312	\$ 61,254	\$ 61,785
10	\$ 59,099	\$ 59,472	\$ 59,705	\$ 60,219	\$ 60,750	\$ 61,517	\$ 62,458	\$ 62,989

#### **Guide Movement**

All staff on steps a through 9 of the 2011-2012 guide move up one (1) step for the 2012-2013 academic year.

All staff on step 10 of the 2011-2012 guide move to step OG17 for the 2012-2013 and receive 2.25%.

All staff off-guide remain on the same step for 2012-2013 and receive 2.25% for 2012-2013.

- 1. Any teacher who was on step 10 of the 1989-90 salary guide and who is on an Off-Guide step for 1995-96, shall be paid an amount equal to the appropriate Off-Guide salary for his/her column, plus an amount computed on the basis of \$25 additional for each year of service within the District.
- In-service increments (longevity) shall be paid in the amounts 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.

#### Custodians

#### 2010-2011

1	\$ 37,549
2	\$ 37,649
3	\$ 37,751
4	\$ 37,856
5	\$ 37,967
6	\$ 38,082
7	\$ 38,197
8	\$ 38,313
9	\$ 38,428
10	\$ 38,544
11	\$ 39,120

#### Guide Movement:

- --All staff members on steps 1 thru 11 for 2009-2010 move up one (1) step for 2010-2011.
- --All staff members on step 11 for 2009-2010 move Off-Guide to OG13 and receive 1.5% in addition to their 2009-2010 salary. --All staff members Off-Guide in 2009-2010 remain on the same step and receive 1.5%

in addition to their 2009-2010 salary.

#### 2011-2012

1	\$ 38,294
2	\$ 38,394
3	\$ 38,496
4	\$ 38,600
5	\$ 38,708
6	\$ 38,821
7	\$ 38,939
8	\$ 39,056
9	\$ 39,175
10	\$ 39,293
11	\$ 39,411

#### Guide Movement:

- --All staff members on steps 1 thru 11 for 2010-2011 move up one (1) step for 2011-2012.
- --All staff members on step 11 for 2010-2011 move Off-Guide to OG14 and receive 2.25% in addition to their 2010-2011 salary.
- --All staff members already on Off-Guide steps remain on the same step in 2010-2011 and receive 2.25%.

#### 2012-2013

1	\$ 39,056
2	\$ 39,156
3	\$ 39,258
4	\$ 39,362
5	\$ 39,469
6	\$ 39,579
7	\$ 39,694
8	\$ 39,815
9	\$ 39,935
10	\$ 40,056
11	\$ 40,177

#### Guide Movement:

- --All staff members on steps 1 thru 11 for 2011-2012 move up one (1) step for 2012-2013.
- --All staff members on step 11 for 2011-2012 move Off-Guide to OG15 and receive 2.25% in addition to their 2011-2012 salary. --All staff members already on Off-Guide
- --All staff members already on Off-Guide steps remain on the same step in 2011-2012 and receive 2.25%.

- 1. In-service increments (longevity) are paid in the following amounts:
  - \$200 after five (5) continuous years of service in the district;
  - \$400 after ten (10) continuous years of service in the district;

and,

- \$600 after fifteen (15) continuous years of service in the district.
- 2. Groundskeepers shall receive the appropriate salary on the above guide plus \$1,000 each year.
- 3. Maintenance employees shall receive the appropriate salary on the above guide plus \$2,000 each year.
- 4. Custodians working on shifts other than the day shift will be paid a differential annually, over their base salary, pro-rated over each pay period.

  The amount of such payment is found in Article 8:C.

#### Secretaries

#### 2010-2011

1	\$ 31,876
2	\$ 31,976
3	\$ 32,077
4	\$ 32,183
5	\$ 32,293
6	\$ 32,408
7	\$ 32,524
8	\$ 32,639
9	\$ 32,754
10	\$ 32,870

#### Guide Movement:

- --All staff members on steps 1 thru 9 for 2009-2010 move up one (1) step for 2010-2011.
- --All staff members on step 10 for 2009-2010 move Off-Guide to OG12 and receive 1.5% in addition to their 2009-2010 salary.
- --All staff members Off-Guide in 2009-2010 remain on the same step and receive 1.5% in addition to their 2009-2010 salary.

#### 2011-2012

\$ 32,493
\$ 32,593
\$ 32,695
\$ 32,799
\$ 32,907
\$ 33,020
\$ 33,137
\$ 33,256
\$ 33,373
\$ 33,491

#### Guide Movement:

- --All staff members on steps 1 thru 9 for 2010-2011 move up one (1) step for 2011-2012.
- --All staff members on step 10 for 2010-2011 move Off-Guide to OG13 and receive 2.25% in addition to their 2010-2011 salary.
- --All staff members already on Off-Guide steps remain on the same step in 2010-2011 and receive 2.25%.

#### 2012-2013

1	\$ 33,124
2	\$ 33,224
3	\$ 33,326
4	\$ 33,431
5	\$ 33,537
6	\$ 33,647
7	\$ 33,763
8	\$ 33,883
9	\$ 34,004
10	\$ 34,124

#### Guide Movement:

- --All staff members on steps 1 thru 9 for 2011-2012 move up one (1) step for 2012-2013.
- --All staff members on step 10 for 2011-2012 move Off-Guide to OG14 and receive 2.25% in addition to their 2011-2012 salary.
- --All staff members already on Off-Guide steps remain on the same step in 2011-2012 and receive 2.25%.

- 1. In-service increments (longevity) are paid in the following amounts:
  - \$200 after five (5) continuous years of service in the district;
  - \$400 after ten (10) continuous years of service in the district;

and,

- \$600 after fifteen (15) continuous years of service in the district.
- 2. Secretary to a Vice Principal shall receive \$350 more than the amount shown in the guide for 2010-2011, \$450 for 2011-2012 and 2012-2013.

Secretary to Principal shall receive \$650 more than the amount shown in the guide for 2010-2011, \$850 for 2011-2012 and 2012-2013.

#### Schedule E-1, E-2, and E-3

#### Professional, Non-certificated Staff (12 Month)

#### 2010-2011

Step	Non-Degree	B.A./B.S.	M.A./M.S.
0	\$ 44,450	\$ 48,599	\$ 49,752
1	\$ 44,900	\$ 49,049	\$ 50,202
2	\$ 45,356	\$ 49,506	\$ 50,659
3	\$ 45,832	\$ 49,982	\$ 51,135
4	\$ 46,328	\$ 50,478	\$ 51,630
5	\$ 46,846	\$ 50,997	\$ 52,149
6	\$ 47,388	\$ 51,539	\$ 52,691
7	\$ 47,954	\$ 52,103	\$ 53,256
8	\$ 48,542	\$ 52,692	\$ 53,845
9	\$ 49,131	\$ 53,281	\$ 54,433
10	\$ 49,890	\$ 54,040	\$ 55,193
11	\$ 50,512	\$ 54,662	\$ 55,815
12	\$ 51,483	\$ 55,633	\$ 56,785
13	\$ 52,329	\$ 56,479	\$ 57,632
14	\$ 53,289	\$ 57,438	\$ 58,591
15	\$ 54,243	\$ 58,393	\$ 59,545
16	\$ 55,185	\$ 59,334	\$ 60,487
17	\$ 56,220	\$ 60,369	\$ 61,522
18	\$ 57,351	\$ 61,500	\$ 62,653
19	\$ 58,480	\$ 62,630	\$ 63,783
20	\$ 59,609	\$ 63,758	\$ 64,911

#### 2012-2013

	Non-		
Step	ep Degree B.A./B.S.		M.A./M.S.
0	\$ 45,563	\$ 49,900	\$ 51,105
1	\$ 46,013	\$ 50,350	\$ 51,555
2	\$ 46,473	\$ 50,810	\$ 52,016
3	\$ 46,943	\$ 51,281	\$ 52,487
4	\$ 47,420	\$ 51,759	\$ 52,964
5	\$ 47,917	\$ 52,257	\$ 53,462
6	\$ 48,436	\$ 52,775	\$ 53,980
7	\$ 48,978	\$ 53,317	\$ 54,522
8	\$ 49,544	\$ 53,885	\$ 55,089
9	\$ 50,136	\$ 54,474	\$ 55,679
10	\$ 50,751	\$ 55,090	\$ 56,296
11	\$ 51,366	\$ 55,706	\$ 56,910
12	\$ 52,161	\$ 56,499	\$ 57,705
13	\$ 52,811	\$ 57,150	\$ 58,355
14	\$ 53,825	\$ 58,165	\$ 59,369
15	\$ 54,710	\$ 59,049	\$ 60,255
16	\$ 55,714	\$ 60,051	\$ 61,257
17	\$ 56,711	\$ 61,050	\$ 62,255
18	\$ 57,697	\$ 62,034	\$ 63,240
19	\$ 58,778	\$ 63,116	\$ 64,321
20	\$ 59,960	\$ 64,299	\$ 65,504

#### 2011-2012

Step	Non-Degree	B.A./B.S.	M.A./M.S.
0	\$ 45,000	\$ 49,242	\$ 50,421
1	\$ 45,450	\$ 49,692	\$ 50,871
2	\$ 45,910	\$ 50,153	\$ 51,332
3	\$ 46,377	\$ 50,620	\$ 51,799
4	\$ 46,863	\$ 51,107	\$ 52,286
5	\$ 47,370	\$ 51,614	\$ 52,792
6	\$ 47,900	\$ 52,144	\$ 53,322
7	\$ 48,454	\$ 52,699	\$ 53,877
8	\$ 49,033	\$ 53,275	\$ 54,454
9	\$ 49,634	\$ 53,878	\$ 55,057
10	\$ 50,236	\$ 54,480	\$ 55,658
11	\$ 51,013	\$ 55,256	\$ 56,435
12	\$ 51,649	\$ 55,892	\$ 57,071
13	\$ 52,641	\$ 56,885	\$ 58,063
14	\$ 53,506	\$ 57,750	\$ 58,929
15	\$ 54,488	\$ 58,730	\$ 59,909
16	\$ 55,463	\$ 59,707	\$ 60,885
17	\$ 56,427	\$ 60,669	\$ 61,848
18	\$ 57,485	\$ 61,727	\$ 62,906
19	\$ 58,641	\$ 62,884	\$ 64,063
20	\$ 59,796	\$ 64,039	\$ 65,218

**Guide Movement:** In each year of the agreement staff move up one (1) step on the guide from the previous years' step.

### **SCHEDULE D**

#### **SPECIALIZED PERSONNEL**

- A. The Career Development Assistant and the Career Education Introduction to Vocations Aide shall be paid at one-half (1/2) of the annual salary as shown on the appropriate step and column of the teachers' guide. (See Schedule A)
- B. The work day, work hours and work year shall remain the same for the Career Development Assistant and the Career Education Introduction to Vocations Aide, as in current district practice.

\_

#### **SCHEDULE F**

## **TEACHER ASSISTANTS**

- A. The annual salary for teacher assistants is determined by taking one-half (V2) of the salary of the appropriate step and column of the teacher salary guide. (See Schedule A)
- B. Teaching assistants are eligible for longevity payments at one-half (V2) the amounts shown on the teacher salary guide.

# Schedule G

		# of positions I	\$ per position I	total cost 1
Skills USA	Brick Center	2	\$1,200	\$2,400
	Toms River Center	1	\$1,200	\$1,200
	Jackson Center	1	\$1,000	\$1,000
	Waretown	1	\$650	\$650
	CTI	1	\$650	\$650
Skills USA - State Officer Advisor	District	1	\$650	\$650
Distributive Education Club of America	Brick Center	2	\$650	\$1,300
Future Farmers of America	Jackson	1	\$650	\$650
H.O.S.A.	District	1	\$650	\$650
F.B.L.A.	Brick	1	\$650	\$650
F.C.C.L.A.	Brick	1	\$650	\$650
International Thespian Society	CTI	1	\$650	\$650
Performing Arts - National Honor Society	CTI	1	\$650	\$650
Performing Arts - Student Government	CTI	1	\$650	\$650
Performing Arts - Yearbook / Newspaper	CTI	1	\$650	\$650
MATES - Scuba Marine Club		1	\$650	\$650
MATES - National Honor Society		1	\$650	\$650
MATES - Student Government		1	\$650	\$650
MATES - Yearbook / Newspaper		1	\$650	\$650

_		
Total Expense	District	\$15,650

Number of Positions 21

NOTE: These are the positions that currently exist as they have been approved and paid by the Board of Education.

# Appendix A

# **PROMISSORY NOTE**

	is hereby obligated to the OCEAN COUNTY VOCATIONAL
(employee name)	-
TECHNICAL SCHOOL, in the sum of _	dollars (\$
representingmonths salary	paid to him/her during a sabbatical leave, commencing
and ending	. The undersigned employee shall repay said
sum upon demand, subject to the follow	ing conditions:
The within obligation shall be due and o	wing fromto said OCEAN (employee name)
COUNTY VOCATIONAL TECHNICA	LL SCHOOL in the event that he/she should fail to meet the
requirements set forth in the sabbatical le	eave policy or should he/she fail to continue working in the
OCEAN COUNTY VOCATIONAL FE	CH1'41CAL SCHOOL for at least three contract years following the
end of the sabbatical leave. The within o	obligation incorporates by reference the terms and conditions of the
Article 21, in the Agreement. The within	n Note shall be voided upon proof of compliance with the
sabbatical leave policy and upon the con	npletion of said years of employment in the OCEAN COUNTY
VOCATIONALTECHNICAL SCHOOL	L following the end of the sabbatical leave.
Teacher	Witness
Dotada	Dotada
Dated:	Dated:

# Appendix B

#### SIDEBAR AGREEMENT

#### TO MASTER AGREEMENT BETWEEN

## OCEAN COUNTY VOCATIONAL BOARD OF EDUCATION

#### AND THE

# OCEAN COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION

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.

# Appendix C Sidebar Agreement

## **Ocean County Vocational Board of Education**

- and -

#### **Ocean County Vocational Technical Education Association**

Whereas the State of New Jersey has provided direction and funding for the first year of the mentoring of traditionally prepared novice teachers, special education novice teachers and alternate route novice teachers pursuant to N.J.A.C. 6:11-14 *et seq*, and;

Whereas the Administrative Code in § 14.8(d) provides direction for the uses of the State funding for. mentoring, and;

Whereas the Board and the Association desire to provide direction for the mentoring program and the use of the State funds within this school district, therefore;

Be it agreed that the district will comply with N.J.A.C. 6:11-14 et seq in establishing a mentor program and selecting mentors for novice teachers within the school district, and;

Be it agreed that as long as the State of New Jersey provides funding to the district for use in the first year mentoring of novice teachers, the Board agrees that it will reimburse novice teachers for up to \$550 in mentoring costs and alternate route novice teachers up to \$1,000 in alternate route mentoring costs, and;

Be it further agreed that such reimbursement shall take place subsequent to the successful completion of the first year of employment of the novice or alternate route teacher within the district, and;

Be it further agreed that should the State of New Jersey increase its first year funding or expand its funding to a second year of mentoring, the parties shall meet to discuss any cost reimbursement arrangement, and;

It is also agreed that should the State of New Jersey fail to fund the mentoring program, the reimbursement of mentoring fees shall cease pursuant to this agreement and the prior district practice shall be reimplemented and be considered binding.

In witness whereof, the parties have affixed their respective signatures:

FOR THE ASSOCIATION	FOR THE BOARD OF EDUCATION
President	President
Witness	Witness
Date	Date

Ocean County Vocational Technical Education Association

The following experience guide applies for placement on the teacher's salary guide.

The NEW experience column is the controlling column for placement on the guide after July 1, 1995.

	2006-20			2007-20			2008-20			2009-20	10
NEW			NEW		OLD	NEW			NEW		OLD
	Yrs E	хр		Yrs E	хр		Yrs E	хр		Yrs E	хр
		_						_			
	Yrs E			Yrs E	•		Yrs E	хр	a	0	
	6/30	/06		6/30/	07	a	0		b	1	
	1	1	а	0		b	1		С	2	
а	0		b	1		С	2		d	3	
b	1		С	2		d	3		е	4	
С	2		d	3		е	4		1	5	
d	3		е	4		1	5		2	6	
е	4		1	5		2	6		3	7	
1	5-6		2	6-7		3	7-8		4	8-9	
2	7		3	8		4	9		5	10	
3	8		4	9		5	10		6	11	
4	9		5	10		6	11		7	12	
5	10		6	11		7	12		8	13	
6	11		7	12		8	13		9	14	
7	12-14		8	13-15		9	14-16		10	15-17	
8	14-15		9	15-16		10	16-17		0G-14	17-18	
9	16-17		10	17-18		0G-13	18-19		0G-13	19-20	
10	18-20		0G-12	19-21		0G-12	20-22		0G-12	21-23	
OG-I 1	21-23		OG-11	22-24		OG-I 1	23-25		OG-11	24-26	
0G-10	24-26		0G-10	25-27		0G-10	26-28		0G-10	27-29	
OG-9	27		OG-9	28		OG-9	29		OG-9	30	
OG-8	28	13-15	OG-8	29	14-16	OG-8	30	15-17	OG-8	31	16-18
OG-7	29	18-26	OG-7	30	19-27	OG-7	31	20-28	OG-7	32	21-29
OG-6	30	27-29	OG-6	31	28-30	OG-6	32	29-31	OG-6	33	30-32
OG-5	31	30-31	OG-5	32	31-32	OG-5	33	32-33	OG-5	34	33-34
OG-4	32	32	OG-4	33	33	OG-4	34	34	OG-4	35	35
OG-3	33	33	OG-3	34	34	OG-3	35	35	OG-3	36	36
OG-2	34	34	OG-2	35	35	OG-2	36	36	OG-2	37	37
OG-I	35+	35+	OG-1	36+	36+	OG-1	37+	37+	OG-1	38+	38+

**NOTE:** OLD YEARS OF EXPERIENCE are for tracking purposes ONLY. They are NOT TO BE USED for placement on the guide at hiring.

In witness whereof, the parties have affixed their respective signatures.

FOU THE ASSO		FORTHEBO	
	<del></del>		
		·	-
	date	date	W-R,1-07