

**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT

between

OCEANPORT EDUCATION ASSOCIATION

and

BOARD OF EDUCATION, BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	2
ARTICLE I	Recognition 3
ARTICLE II	Negotiation Procedure 4
ARTICLE III	Grievance Procedure 5
ARTICLE IV	Teacher Rights 8
ARTICLE V	Association Rights and Privileges 9
ARTICLE VI	Teaching Hours and Teaching Load 10
ARTICLE VII	Class Size 11
ARTICLE VIII	Non-Teaching Duties 12
ARTICLE IX	Teacher Employment and Salary Guide 13
ARTICLE X	Teacher Assignment 16
ARTICLE XI	Transfers and Reassignments 17
ARTICLE XII	Teacher Evaluation 18
ARTICLE XIII	Leaves and Absences 20
ARTICLE XIV	Professional Courses 22
ARTICLE XV	Insurance Protection 23
ARTICLE XVI	Instructional Council 24
SCHEDULE A	25
ARTICLE XVII	Promotions 26
ARTICLE XVIII	Fair Dismissal Procedure 27
ARTICLE XIX	Miscellaneous Provisions 28
ARTICLE XX	School Work Year 29
ARTICLE XXI	Duration of Agreement 30

PREAMBLE

This Agreement, entered into this _____ day
of _____, 19____, by and between the Board of
Education of Oceanport, the Borough of Oceanport, New Jersey, herein-
after called "The Board", and the Oceanport Education Association,
hereinafter called "The Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of certificated personnel under contract or on leave, including:

Art teacher, classroom teachers, home economics teacher, industrial arts teacher, learning disabilities specialist, librarians, vocal and instrumental music teachers, nurse, physical education teachers, and special education teachers.

but excluding:

Building principals, bus drivers, cafeteria personnel, custodians, home tutors, supplementary tutors, psychologist, speech therapist, noontime supervisors, secretaries, and all other supervisory personnel.

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

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than November 1 of the school calendar year preceding the fiscal school year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records data and information of the Oceanport School District within the public domain.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and the Association.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by a teacher that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting teachers.

A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) days from the time when the teacher knew or should know of its occurrence.

B. 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 of the decision rendered at that step.
- (b) It is understood that teachers 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. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
4. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the principal specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) 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.

5. 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.

6. 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 of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party they shall notify the Board through the superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:
 - (a) Any matter for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education.
 - (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed. See Article XVIII.
 - (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.
8. (a) The following procedure will be used to secure the services of an arbitrator:
 - (1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
 - (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to,

nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

(c) Rights of teachers to representation

- (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.
 - (2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the principal or any higher level, be notified that the grievance is in process, have the right to be present and present and state its views at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the principal's and/or superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 - (3) 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.
- (d) The parties shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As duly selected body exercising governmental power under color 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; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause except as otherwise noted under existing laws, rules and regulations, and policies. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview as noted under amended state law by title Assembly Bill A-529.
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations as determined by the building principal.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required as established under existing policies.
- D. The Association may have the right to the services of school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use and with the approval of the building principal.
- E. The Association shall have the right to use the inter-school mail facilities, provided it does not interfere with its normal operation.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge.
- G. The Association shall have the right to speak to the teachers at the orientation program at the beginning of the school year.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.
- I. Upon the written request of the Association, a soda machine shall be installed in the teachers' lounge in each school. The Association shall assume complete responsibility for the stocking, maintenance, and operation of said machines.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. 1. Teachers shall be assigned their duties by the head administrative officer as to regular classroom and other areas of pupil instruction and supervision.
2. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
3. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day. Five days late shall be considered as an unexcused personal leave day and cause to have such day deducted from that teacher's available days. If there are no personal leave days left, the teacher's salary may be reduced by 1/200th of his contractual salary at the discretion of the head administrative officer.
4. However, their total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes which shall include a duty-free lunch period as guaranteed to teachers under sub-paragraph 5 of this Article, except in emergency situations, which shall not include inclement weather.
5. Teachers shall have duty-free lunch periods as described by State Statutes and/or State Board Rules and Regulations. (Exception see sub-paragraph 4 above.)
6. Classroom teachers kindergarten through grade three shall have an average of one (1) free period each full day when it can be scheduled without causing undue hardship on other professional staff members in the employ of the Oceanport Board of Education.
7. Classroom teachers in grades four through eight shall, in addition to their lunch period, have five (5) preparation periods per week. They shall not be assigned to any other duties during this time. However, in the event there are no available substitutes, the superintendent may assign a teacher instructional duties during any or all of these periods and the teacher shall be compensated at the rate of \$5.00 per period. No additional compensation shall be granted for instructional duties assigned during free periods in excess of the five guaranteed above.
8. Regular classroom and other instructional periods shall be in modules of not less than forty (40) minutes per in class instruction time for the upper elementary school (6-8).
9. Any teacher who is required to work beyond the regular in school work year on curriculum revision or in service workshops, shall be compensated at the rate of \$6.00 per hour.

- B. Teachers may leave the building during their scheduled duty-free lunch periods by so designating in the appropriate sign-out book.
- C. Exceptions to the provisions of Paragraphs A and B above may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated as described in Article III, Paragraph B, sub-paragraph 5.
- D. Teacher participation in extra-curricular activities shall be voluntary and shall be compensated according to the rate of pay in Schedule A.
- E. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- F. Teachers shall not require students to assist in formally evaluating a fellow pupil's academic work.
- G. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall run for no more than forty (40) minutes. The notice of any meeting shall be given to the teachers at least two (2) days prior to the meeting except in case of an emergency.

ARTICLE VII

CLASS SIZE

- A. The Board of Education agrees to the best of its ability to create and maintain class size as recommended by the New Jersey State Department of Education.

ARTICLE VIII

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible be utilized to this end. Therefore, they agree as follows:
1. In any instances where other duties may be assigned they shall be on a rotating basis with the full and complete schedule available for perusal by any and all employees of the Oceanport Board of Education.
 2. They shall not be required to perform the following duties:
 - (a) To monitor loading and unloading of buses;
 - (b) To supervise cafeterias and playgrounds;
 - (c) To keep registers, except that kindergarten and the classes for the neurologically impaired shall be kept by the respective teachers;
 - (d) To supervise school banking.

ARTICLE IX

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers holding proper certificates issued by the New Jersey State Board of Examiners.
- B.
 1. Credit for military service may be granted up to four years.
 2. Full credit shall be granted for previous public school teaching experience under and with proper certification.
- C.
 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1969-1970 school year in accordance with sub-paragraph 2 below.
 2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the Salary Guide. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment. As of the beginning of the 1969-1970 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.
- D. Teachers with previous teaching experience in the Oceanport School District shall upon returning to the system receive full credit on a salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Paragraph C above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.
- E. Teachers shall be notified of their contract and salary status for the ensuing year no later than the first Monday in April, accompanied by the pay schedule for the following year. Contracts shall be returned by the second Monday in April.
- F. In all employment situations administrators shall be ethically bound by the salary schedules adopted by the Board of Education.
- G. Adjustment increments shall be in addition to regular salary increments as established by the salary guide. These adjustment increments will not exceed the regular increments in value. Supplemental increments for super-maximums, years of service, or an advancement from one degree level to another shall not be construed adjustment increments and/or regular increments. Newly employed teachers shall not be offered contractual salaries in excess of currently employed teachers who have equal years of satisfactory experience, degree and certification.

- H. All currently employed and those teachers to be employed shall be placed on the local guide in those columns as noted:
1. A nurse who holds a school nurse's certificate shall be as provided in Column A;
 2. A teacher who holds a bachelor's degree shall be as provided in Column B;
 3. A teacher who holds a master's degree shall be as provided in Column C.
- I. Granting of regular salary increments, adjustment increments, or other remuneration for regular teaching assignments shall be dependent upon:
1. Satisfactory fulfillment of all requirements as set forth in the teacher evaluation form; and
 2. Teachers currently employed or employed at any future time shall be expected to make every effort to improve their teaching techniques and professional growth. Such improvement may be attendance at and worthy contributions to, inservice training programs, teacher conventions (at teacher expense), school sponsored workshops, taking formal college courses, and local faculty meetings.
- J. After the completion of fifteen (15) semester hours of acceptable college courses, ten consecutive years of employment by the Oceanport Board of Education and having reached the maximum salary step on the applicable salary guide, the teacher may be granted a super-maximum increment. Notice of intent for a teacher to qualify under this paragraph shall be filed in writing with the superintendent of schools no later than October 1 of the school year preceding the issuance of the teacher contract.
- The super-maximum increment (as noted on the accompanying salary guide) shall be considered as part of the regular contract. In all cases where the maximum salary step is increased, the super-maximum differential shall be maintained.
- K. Teachers attaining an advanced degree shall be placed on the appropriate salary guide and step upon receipt by the Board of Education of transcripts and diplomas attesting to satisfactory completion of requirements. Notice of intent for a teacher to qualify under this paragraph shall be filed in writing with the superintendent of schools no later than October 1 of the school year preceding the issuance of the teaching contract.
- L. All salary recommendations are subject to review by the Board of Education. The Board of Education reserves the privilege of reviewing each case on its own merits.
- M. Teachers employed at the time of an accepted change in salary guides shall be granted adjustments in salary on their next contractual agreement (as noted under Paragraph G above.)

1971-1972 SALARY GUIDE

<u>Step</u>	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
1	\$6000	\$7800	\$8400
2	6300	8050	8650
3	6600	8300	8900
4	6900	8600	9200
5	7200	8900	9500
6	7500	9200	9800
7	7800	9500	10100
8	8100	9800	10400
9	8400	10100	10700
10	8700	10400	11000
11		10700	11300
12		11100	11600
13		11500	12000
14		12000	12600

Additional \$200 granted to teachers in the district with their sixteenth, twenty-first and twenty-sixth contract in the district.

Additional \$500 granted as super-maximum as described in Paragraph J of this Article.

ARTICLE X

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given tentative written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the last day of school.
2. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after the last day of school, the Association and the teacher affected shall be notified promptly in writing.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten cents (10¢) per mile for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the teacher's home to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the rate of ten cents (10¢) per mile.

ARTICLE XI

TRANSFERS AND REASSIGNMENTS

- A. Vacancies in teaching positions known to the school administration shall be posted in each building's general office. These lists shall be as presented to the Board of Education at their regular March public meeting and contained in the Superintendent's report. The posting shall be made within a twenty-four (24) hour period following the Board of Education meeting.
- B. Any currently employed teacher may file a written request to be considered as a candidate for any posted vacancy. Determination of change of position, job assignment and for requested transfer shall be as previously noted elsewhere in this Agreement.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- D. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- E. In the determination of requests for voluntary reassignment and/or transfer for a vacant position, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE XII

TEACHER EVALUATION

- A. The supervisory and administrative personnel shall make every effort to observe all teachers a minimum of three (3) times annually. Each observation shall be orally reviewed with the teacher at the earliest time possible after each observation.
- B. The observation made shall be completed on the form provided. All copies are to be signed by the teacher and the person making the observation.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- E.
 1. Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Sub-paragraph 2 below, with said teacher regarding his performance as a teacher.
 2. Supervisory reports shall be presented to nonsupervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:
 - (a) Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity
 - (b) Such reports shall be addressed to the teacher.
 - (c) Such reports shall be in written form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced during the period since the previous report.
 - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which this teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

- (d) Such supervisory reports are to be provided for non-tenure teachers at least three times (3) each school year, the first not later than November 1, and the last not later than April 1 of that same school year.

ARTICLE XIII

LEAVES AND ABSENCES

A. Teacher absences and/or leaves shall be as follows:

1. Personal Illness - Ten (10) days leave per year for personal illness shall be granted with unused days accumulating without limit for all employees under ten month contracts. Employees under twelve month contracts shall be granted twelve (12) days per annum accumulating without limit.
2. Personal Leave Days - The absence of all employees for personal reasons, other than illness, shall be three (3) days in any school year at the discretion of the Superintendent. These days shall be considered non-accumulative.

Any personal leave days beyond those noted above in sub-paragraphs 1 and 2 shall be considered unexcused. The employee shall have 1/200th of his salary deducted for each unexcused absence.

3. Death in Immediate Family - Every full time employee will be granted four (4) days leave for a death in the immediate family. Death in the immediate family shall be construed to mean spouse, mother, father, children, and/or other direct relative domiciled in the employee's house as a dependent of the employee.
4. Jury Duty - All full time employees who are required to serve as jurors shall be granted the proper leave time.

Those employees are required to show proof of payment as jurors. The sum of payment made shall be deducted from the employee's regular salary check.

5. Maternity Leave - Leave of absence for maternity may be granted without pay for a period up to two years upon application by the candidate on the advice and recommendation of a reputable physician. Application for leave should be made not later than three months after pregnancy has been determined.

Generally, a reasonable period at which teaching should be discontinued is late in the fifth month or early in the sixth month of the pregnancy. Each case shall be considered individually.

When a vacancy exists in a position the teacher is qualified to fill, she may return to service upon recommendation of the Superintendent and approved by the Board of Education.

Maternity leave shall not be granted to teachers who are not under tenure when making application.

6. Military Leave - Military leave will be granted without pay to all male employees upon proper presentation of military orders. Job

protection will be provided.

7. Extended Leave of Absence - Full time employees applying for an extended leave of absence shall apply for such in a written statement with reasons stated. Each request shall be decided on its own merits at the discretion of the Board of Education and shall be without pay.
- B. Definitions -
 - (a) Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his or her immediate household.
 - (b) An attending physician's certificate may be required for any and all sick leave claimed by Board of Education employees under sub-paragraph 1 of this Article.
9. Professional Days - Teachers will be allowed to visit other school districts and attend in-service training conferences outside the district when the visit or attendance will benefit the teacher in his or her area of teaching. Plans for a professional day (not limited to one) shall be made through the building principal to superintendent for his approval.

Within a week after a professional day a written report shall be presented to the building principal. This report should highlight the possible application of methods observed or information gathered in our school system.

ARTICLE XIV

PROFESSIONAL COURSES

- A. Teachers shall be reimbursed at the rate of Twenty-Five (\$25.00) Dollars per semester hour of approved college credit as described in Paragraph B below.
- B. Upon prior approval of the Superintendent the Board of Education will reimburse any regularly employed teacher at the rate of Twenty-Five (\$25.00) Dollars for each semester hour of credit taken beyond those credits required for a regular four, five or six year degree and permanent certification in the area in which they are currently instructing.

To receive reimbursement the teacher requesting same must submit a resume of the course(s) taken and an official transcript from the college or university attended. All final grades must be passing grades as stipulated by the standards of the institution attended.

The transcripts must be submitted prior to October 1 if they are to be honored by the Board of Education for reimbursement.

ARTICLE XV

INSURANCE PROTECTION

- A. The Board of Education shall pay a maximum of \$229 toward the health insurance of each employee under the plan known as the New Jersey Public Employees Health Benefit Insurance.

ARTICLE XVI

INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be formed that is representative of the full professional staff.
- B. The Council shall be advisory in nature. Its primary concern shall be review of existing curriculum and the recommendations for its improvement. The methods employed to conduct this review shall include but not be limited to, testing program, textbook selection, courses of study, maintenance of classroom control and discipline, teacher academic freedom, intra-school promotions, innovative techniques, measurement of pupil learning, reporting to parents, addition of new courses, instructional materials and supplies, and other matters referred to it by the Superintendent of Schools.
- C. The Council shall prepare and present a statement of purposes, define the duties of its officer, provide for a rotation of his term in office, and inform the Board of Education as to the method of selection of its members.
- D. The recommendations of the Council shall be formally presented in written form to the Superintendent of Schools. These shall be reviewed at a mutually convenient time by the Superintendent and a representative(s) of the Instructional Council.
- E. The Board of Education or its designated representative shall meet with the Instructional Council at a mutually convenient time. The purpose of this meeting shall be to review the recommendations as presented to the Superintendent of Schools.
- F. The Board shall consider and study all written recommendations submitted to it by the Council through the Superintendent of Schools for action. If the Board refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

SCHEDULE A

EXTRA-CURRICULAR COMPENSATION

Boys' Athletic Program:

Interscholastic Basketball	\$350
Intramural Football, Soccer, Basketball, Wrestling, Track and Field Day, total	\$350

Girls' Athletic Program:

Interscholastic Cheerleading	\$230
Intramural Field Hockey, Bas- ketball, Volleyball, Track and Field Day, total	\$350

School Safety Patrol Advisor (1)	\$230
Audio-Visual Aids Coordinator	\$425
Audio-Visual Aids Assistant	\$230
Washington Trip Chaperones, each	\$ 60

If these positions exist, the rate of
compensation shall be as stated above.

ARTICLE XVII

PROMOTIONS

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers and positions in programs funded by the federal government shall be adequately publicized including the qualifications for the position, its duties, and the rate of compensation by the superintendent in accordance with the following procedure:
1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the superintendent within the time limit specified in the notice and the superintendent shall acknowledge promptly in writing the receipt of all such applications.
 2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association. No vacancy in a promotional position shall be filled other than in accordance with this procedure.
- B. Extra-curricular positions covered under Schedule A are not subject to this Article.

ARTICLE XVIII

FAIR DISMISSAL PROCEDURE

- A. 1. Any nontenure teacher who receives a notice of non-employment may within five (5) school days thereafter, in writing, request reasons for such non-employment from the superintendent which statement shall be given orally to the teacher within five (5) school days after receipt of such request.
2. Any nontenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) school days after receipt by the teacher of the statement of reasons.
3. See Article III, Paragraph B, sub-paragraph 7, section "b".

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:
 - 1. If by Association to the Board, at Maple Place School;
 - 2. If by Board to the President of the Association, at the appropriate school.

ARTICLE XX

SCHOOL WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed the total number of days when pupils are in attendance plus two (2) - one (1) day prior to the official opening of school and one (1) day after the official closing.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of _____, and shall continue in effect until _____, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date so indicated.
- B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

OCEANPORT EDUCATION ASSOCIATION

OCEANPORT BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary