

4-0386
04-26

AGREEMENT

THIS AGREEMENT entered into this 18th day of February, 1974 -76
by and between the BOARD OF EDUCATION OF THE BOROUGH OF OAKLYN, Camden County,
New Jersey (hereinafter called the "Board") and OAKLYN TEACHERS ASSOCIATION,
(hereinafter called the "Association").

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public
Laws 1968 to negotiate with the Association as representatives of employees
hereinafter designated with respect to the terms and conditions of employment;
and

WHEREAS, the parties have reached certain understandings which they
desire to confirm in this Agreement;

NOW THEREFORE it is on the day and year first above written agreed by
and between the parties in consideration of the mutual covenants as follows:

A. NEGOTIATION OF SUCCESSOR AGREEMENT

I. The parties agree to enter into collective negotiation over a
successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good
faith effort to reach agreement on all matters concerning the terms and conditions
of teachers' employment. The Association shall submit proposals for negotiations
by October 10 of the calendar year preceding the calendar year in which this
Agreement expires. The Board shall submit any counterproposals by October 25 of
the same year. Negotiations shall commence no later than November 1 of the same
year. If the Association is unable to submit its proposals at the specified time,
it shall so notify the Board and shall submit its proposals as soon as possible
thereafter. Any Agreement so negotiated shall apply to all teachers, be reduced
to writing, be signed by the Board and the Association, and be adopted by the Board.

II. As many formal negotiation sessions as necessary will be held by

the representatives of the Board and the Association in order to reach a successor Agreement. The agenda for such sessions will be subject to mutual agreement and minutes of the sessions will be taken, if agreed by the parties, and submitted to all parties prior to the next session. Neither party shall have control over the selection of the negotiating representatives of the other party; however, such negotiating representatives shall be limited to members of the Board and Administration on the one hand, and teaching staff members, on the other hand.

III. 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.

IV. Nothing herein contained shall preclude negotiations by the parties with respect to the issues of salaries for certified personnel for the 1975-1976 school year or extra-curricular compensation for the 1975-1976 school year, in accordance with the provisions of Articles J and K below.

B. TEACHER RIGHTS

I. 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 for mutual aid and protection. As a duly selected body exercising governmental power under the laws 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 Constitutions 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 lawful 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.

II. 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. ASSOCIATION RIGHTS AND PRIVILEGES

I. The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with public information which may be necessary for the Association to process any grievance or complaint.

II. Whenever any representatives of the Association or any teacher participates during working hours in negotiations for a successor agreement with the Board or in a grievance proceeding initiated by him, he shall suffer no loss in pay.

III. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings outside the school day with prior approval of the principal. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

IV. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

V. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other members of the Administration.

VI. All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association bear the costs of the consultants and services normally considered an appropriate professional in-service training activity of a board of education. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

VII. 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, and to no other organizations.

D. BOARD RIGHTS

I. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

- (A) To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees;
- (B) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer such employees;
- (C) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (D) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature,

- (E) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the applicable laws and regulations of the State of New Jersey.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

E. GRIEVANCE PROCEDURE

I. The term "grievance" means a complaint by any teacher that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said teacher.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (A) The failure or refusal of the Board to renew a contract of a non-tenure teacher;
- (B) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (C) In matters where the Board is without authority to act;
- (D) In matters involving the sole and unlimited discretion of the Board;
- (E) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to teachers under provisions of State Law.

The term "representative" shall refer to the Oaklyn Teachers Association.

The "aggrieved person" is the person or persons making the claim.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

II. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

III. Any aggrieved teacher shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

A. A teacher processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

B. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

C. Whenever the teacher appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

D. A teacher shall first discuss his grievance orally with the principal. The principal will endeavor to resolve such grievance or problem promptly; if, at the conclusion of one calendar week, the principal has been unable to resolve the grievance to the satisfaction of all concerned, the problem

will be reduced to writing by the teacher and submitted to the principal who will submit to the Superintendent on the same day his written version of the grievance and his action to date.

E. Within five (5) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

F. Within five (5) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall in writing, advise the teacher and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal.

G. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs E and F, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent shall schedule a meeting with the parties concerned and the Board at its next scheduled meeting.

H. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraph D, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

I. A party appealing to the Board may submit written materials in support of his application provided however that the same shall be served upon the adverse parties at least ten (10) days prior to the hearing.

J. The Board shall make a determination within five (5) days from the hearing thereon and shall in writing notify the teacher, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

K. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

L. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

M. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

F. FAIR DISMISSAL PROCEDURE

I. On or before April 30 of each year, the Board shall give to each non-tenure teacher continuously employed by it since the preceding September 30 either:

- A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- B. A written notice that such employment shall not be offered.

II. If the teacher desires to accept such employment he shall notify the Board of such acceptance, in writing, on or before June 1.

G. TEACHER EVALUATION

I. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of eavesdropping, public address, audio system, and similar surveillance devices shall be strictly prohibited.

Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.

A teacher shall be given a copy of all class visit or evaluation reports prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

II. 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 Section listed below, with said teacher regarding his performance as a teacher.

Supervisory reports shall be presented to non-supervisory 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 came into contact with the teacher in a supervisory capacity.
- (B) Such reports shall be addressed to the teacher.
- (C) Such reports shall be written in narrative 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 the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

- (D) Attempt should be made to report on non-tenure teachers at least four (4) times each year; the first not later than October 30, and the last not later than April 30.

III. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

H. TEACHER WORK YEAR

I. The in-school work year for teachers employed on a ten (10) month basis shall consist of a maximum of 184 pupil contact days plus two (2) additional days, one prior to the opening of school and one after the closing of school. In addition, new personnel may be required to attend one additional day of orientation prior to the opening of school.

Where any teacher has not finished his check-out schedule by a reasonable hour on the last day of the in-school work year, he may be required by the Superintendent to return for the number of reasonable working days required to complete his check-out schedule.

I. TEACHING HOURS AND TEACHING LOAD

I. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupil day, nor shall he be required to remain in school longer than thirty (30) minutes after the close of the pupil day.

II. The Administration shall make every reasonable effort, within the limits of practicability and within the ability to properly schedule a pupil day, not to schedule a teacher to teach continuously for more than four (4) periods for Junior High Teachers, or three (3) hours for elementary teachers.

III. The Administration shall make every reasonable effort, within the limits of practicability and within the ability to properly schedule a pupil day, to provide for each teaching staff member one (1) period of preparation per

day and one (1) duty free lunch period.

IV. The Administration shall make every effort not to initially schedule more than thirty (30) students per class at the beginning of the school year without an understanding between the Association and the Administration, with a maximum of thirty-five (35) students per class during the school year, with the exception of physical education, where the Administration will work directly with the teacher to create a manageable class size.

V. The Administration shall establish committees, when a need arises, for evaluation of the curriculum and extra-curricular activities. Statement of need may be initiated by teachers as well as the Administration.

J. SALARY

I. It is agreed that salaries for all certified personnel for the 1974-75 school year shall be as shown on Schedule A hereto annexed. Salaries for all certified personnel for the 1975-76 school year shall be ~~subject~~ to negotiations to commence no later than October 10, 1974.

K. EXTRA - CURRICULAR COMPENSATION

I. The following extra-curricular assignments are to be paid at the levels indicated below for the 1974-1975 school year.

Level I - (\$100.00)	Cheerleading Advisors (2)
Level II - (\$215.00)	Audio-Visual Aides Coordinator (1) Newspaper Advisor (1)
Level III - (\$300.00)	Safety Patrol Advisor (1) Girls JV Field Hockey Coach (1) Girls JV Basketball Coach (1) Boys JV Basketball Coach (1) Boys Fall Intramural Coach (1) Choral Group Sponsor (1)
Level IV - (\$350.00)	Student Council Advisor (1) Girls Varsity Field Hockey Coach (1) Girls Varsity and JV Softball Coach (1) Girls Varsity Basketball Coach (1) Boys Varsity Basketball Coach (1) Boys Varsity Baseball Coach (1)

II. Subject to approval by the Board, the Superintendent shall have the authority to designate alternates to non-functioning activities within the prescribed levels of extra-curricular compensation.

III. Extra-curricular compensation for the 1975-76 school year shall be subject to negotiations to commence no later than October 10, 1974.

L. INSURANCE PROTECTION

I. The Board shall pay the cost of New Jersey Blue Cross and Blue Shield, Rider J coverage for all full time teaching personnel. Each teaching staff member may elect to enroll family dependents at his own expense.

II. Any teaching staff member not eligible for Blue Cross-Blue Shield coverage because enrolled in a medical-surgical plan through his or her spouse, may be enrolled at Board expense in the Washington National Insurance Company Class IV Disability Income Plan. Any such employee may select a higher class of coverage than Class IV provided he shall be responsible for any cost in excess of the cost borne by the Board for Class IV coverage. Any teaching staff member enrolled in the New Jersey Blue Cross and Blue Shield Plan at Board expense as outlined above, may also elect at his own expense to be enrolled in the Washington National Insurance Company Disability Income Plan.

III. Any full time teacher enrolled in the New Jersey Blue Cross-Blue Shield plans outlined above may also elect to be enrolled at his own expense in the Aetna Insurance Company Major Medical and Group Term Life Insurance Plan, if available.

IV. Each full time teacher (except new personnel) shall notify the Board by June 1 of the preceding year of the insurance coverage which he desires to elect for the following school year. New personnel shall make such election as soon as possible after signing their contract. Such election shall be irrevocable and no change in enrollment for any individual teacher in any particular plan will be permitted until the following June 1.

M. LEAVES OF ABSENCE

I. All full time teachers shall be entitled to ten (10) sick leave days during the school year. Any unused sick leave days shall be accumulative to be used for additional sick leave as needed in subsequent years.

II. A maximum of five (5) days leave with pay per year shall be granted for a death in the immediate family. Immediate family shall be defined as spouse, child, father, mother, brother, sister, or any member of the immediate household. An additional sufficient number of days will be allowed at the discretion of the Superintendent if death occurs to a spouse or child. One day leave with pay per year shall be granted for death of a close friend or another relative not a member of the immediate family. No unused days shall be accumulative for use in another school year.

III. A maximum of three (3) days leave per year with pay shall be granted for the occurrence of a serious illness in the immediate family. Immediate family shall be defined to include spouse, child, father, mother, brother, sister, or any member of the immediate household. No unused days shall be accumulative for use in another school year.

IV. Any teacher shall be given such allowance of time with pay as is absolutely necessary, with prior approval of the Superintendent, for any of the following personal matters:

- A. Court Subpeona
- B. Jury duty (less the amount received as payment for jury duty).
- C. A recognized religious holiday.
- D. Marriage of self or marriage in the immediate family.
- E. Serious personal business which cannot be handled outside of school hours.
- F. Any other emergency or urgent reason not included in A to E above or any combination of the above if approved by the Superintendent or the Board.

V. A teacher serving seven or more consecutive years in the Oaklyn School System may be entitled to a non-paid educational leave of absence for a period of one year under the following conditions and limitations:

- A. Subject to Board approval.
- B. The individual must approach the Administration with written application prior to February 1 of the school year preceding the year of leave.
- C. By February 1 of the leave year the teacher must notify the Administration in writing concerning his intent to return.
- D. Upon return to the Oaklyn School System, the teacher will be placed upon the appropriate step of the salary scale as if no absence had occurred.

N. PROFESSIONAL DEVELOPMENT

I. The Board will make available a total maximum amount of \$3,000.00 during the term of this Agreement to reimburse certificated teachers for tuition courses related to the grade level or subject area taught. Each individual teacher may be reimbursed to a maximum of \$300.00 during the term of this Agreement. Reimbursement shall be on a first-come, first-served basis until the maximum total amount of \$3,000.00 has been exhausted. In order to qualify for reimbursement, each teacher, prior to registration for the course, must first have his course approved by the Superintendent whose decision shall be final and must also present a completed course receipt, with a minimum grade of C to the Superintendent. Reimbursement shall be made to the teacher upon his return to the Oaklyn School system the fiscal year following completion of the course.

O. MISCELLANEOUS PROVISIONS

I. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school

system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

II. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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.

III. Three copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be available for review by all teachers now employed, hereafter employed, or considered for employment by the Board.

IV. 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 telegram or certified letter at the following address:

- A. If by Association, to the Board at Board Office, Oaklyn Public School, Oaklyn, New Jersey 08107
- B. If by Board to the President of the Association at his school address.

V. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all certified personnel under 10- or 12-month teaching contract with the Board when represented by the Association for the purpose of collective negotiation as above defined, and references to male teachers shall include female teachers.

P. DURATION OF AGREEMENT

I. This Agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1976. Nothing herein contained shall prevent negotiations for a successor Agreement to occur during the life of this Agreement.

IN WITNESS WHEREOF, the Board of Education of the Borough of Oaklyn, Camden County, New Jersey and the Oaklyn Teachers Association have caused these presents to be signed by their proper officers and their respective corporate seals to be annexed hereto this 18th day of February, 1974.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH OF
OAKLYN

Secretary

By: _____
President

ATTEST:

OAKLYN TEACHERS ASSOCIATION

Secretary

By: _____
President

SCHEDULE A

Salary Schedule 1974-75

	<u>BA</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 30</u>
1	8485	8700	9115	9830
2	8800	9015	9430	10145
3	9115	9330	9745	10460
4	9430	9645	10060	10775
* 5	9845	10060	10475	11190
6	10160	10375	10790	11505
7	10475	10690	11105	11820
8	10790	11005	11420	12135
9	11105	11320	11735	12450
10	11420	11635	12050	12765
11	11735	11950	12365	13080
**12	12400	12615	13030	13745
**13	13065	13280	13695	14410

\$ 315 increments

- * 415 at step 5
- ** 665 at step 12
- ** 665 at step 13