

AGREEMENT

THIS AGREEMENT entered into this 9<sup>th</sup> day of Sept., 1982 by and between the BOARD OF EDUCATION OF THE BOROUGH OF OAKLYN, Camden County, New Jersey (hereinafter called the "Board") and OAKLYN EDUCATION ASSOCIATION, (hereinafter called the "Association"). (Camden County)

WHEREAS, the Board has an obligation, pursuant to N.J.S.A. 34:13 A-1 et seq. 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 day and year first above written agreed by and between the parties in consideration of the mutual covenants as follows:

X July 1, 1982 - June 30, 1985

## I. NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with N.J.S.A. 34:13 A-1 et seq. 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 as prescribed by the P.E.R.C. regulations, which require that negotiations commence no later than 120 days prior to the Board's required budget submission date. The Association must notify the Board in writing of its intention to commence negotiations, no later than 15 days prior to the start of the negotiations. The Board shall have two (2) weeks to review the proposals before formal negotiations begin. 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.

B. 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. It is understood that P.E.R.C. has the right to appoint a mediator in the event that the parties fail to achieve an agreement by 90 days prior to the Board's required budget submission date. 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.

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

D. Nothing herein contained shall preclude negotiations by the parties with respect to the issues of salaries for certified personnel for the current school year in accordance with the provisions of Article X, nor for negotiations by the parties for any one additional article for current school year, in accordance with the provisions of Article XX below.

## II. TEACHERS RIGHTS

A. Pursuant to N.J.S.A. 34:13 A-1 et seq., 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 N.J.S.A. 34:13 A-1 et seq. 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 lawful activities of the Association or 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 constructed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

### III. ASSOCIATION RIGHTS AND PRIVILEGES

A. 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.

B. 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.

C. 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.

D. The Association shall have the right to use school facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such 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.

E. The Association shall have the right to use the intraschool mail facilities and school mailboxes as it deems necessary and without the approval of the principal or other members of the Administration.

F. 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. 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.

G. 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 no other organizations.

#### IV. BOARD RIGHTS

A. 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:

1. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees;
2. 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;
3. 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;
4. 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;
5. 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 judgement 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; the Administrative Code, commonly known as Title 6; or any other national, state, county, district, or local laws or regulations as they pertain to education.

## V. GRIEVANCE PROCEDURE

A. The term "Grievance" means a complaint by any teacher that, as to him, there has been an iniquitable, 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:

1. The failure or refusal of the Board to renew a contract of a non-tenure teacher;
2. 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;
3. In matters where the Board is without authority to act;
4. In matters involving the sole and unlimited discretion of the Board;
5. 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 Education 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.

B. 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.

C. 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 reasonable be expected to know of its occurrence. Failure to act with said fifteen (15) day period shall be deemed to constitute abandonment of the grievance.

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.



7. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 5 and 6, 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.

8. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in Paragraph 4, 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.

9. 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.

10. 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 may be extended by mutual agreement of the parties.

- 11a. Only on issues involving allegations of a violation of the specific terms of this Agreement, the Association at the request and with the approval of the teacher, may proceed to advisory arbitration. Request shall be made known to the Superintendent and the Board no later than two (2) weeks after the decision was made to request the advisory arbitration.
- b. The arbitrator will be selected by the parties mutually agreeing on the name of an arbitrator but if agreement cannot be reached then the grievant may invoke the procedure of the American Arbitration Association with respect to the selection of an advisory arbitrator.
- c. The advisory arbitrator shall limit himself to the issue 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.
- d. The recommendations of the arbitrator will be for advisory purposes only and will not be binding on the Board.

e. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's advice.

f. Costs:

- (1) The fees and expenses of the arbitrator shall be paid by the losing party. (Other costs -- each party will bear the cost incurred by themselves.)
- (2) If the decision is split, the fees and expenses of the arbitrator will be shared equally.
- (3) Arbitration proceeding shall not take place during the school day. If this is not possible any time lost by any teacher due to advisory arbitration proceedings, necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

12. It is understood that teachers shall, during and notwithstanding the pending 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.

13. 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.

14. In the event a grievance is filed at such time that it cannot be processed through all steps in the 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.

15. 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.

16. If, in the judgement 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.

## VI. FAIR DISMISSAL PROCEDURE

A. 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:

1. 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
2. A written notice that such employment shall not be offered.

B. Any non-tenure teacher who receives a notice of unemployment may, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the teacher in writing.

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

## VII. TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of eavesdropping, public address, audio systems, cameras, 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. The teacher's signature indicates only that he has read the evaluation.

A teacher shall have the right, upon request, to review the contents of his personnel file.

B. 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 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:

1. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussion with any or all supervisory personnel who came into contact with the teacher in a supervisory capacity.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include when pertinent:

- a. Strengths of the teacher as evidenced during the period since the previous report.
  - b. Weaknesses of the teacher as evidenced during the period since the previous report.
  - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
4. Attempt should be made to report on non-tenure teachers at least three (3) times each year; the first not later than October 30, and the last not later than April 30.
  5. Attempt should be made to report on tenure teachers at least once each year, not later than April 30.

C. Final evaluation of a teacher upon termination of his employment shall be included 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.

## VIII. TEACHER WORK YEAR

A. 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 or 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 workings days required to complete his check-out schedule.

## IX. TEACHING HOURS AND TEACHING LOADS

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

B. 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.

C. 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.

D. 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.

E. The Administration shall establish committees, when a need arises, for evaluation of the curriculum and extra-curriculum activities. Statement of need may be initiated by teachers as well as the Administration. By June 1 of each year a list of committees will be posted on the central office bulletin board, and teachers will be given a one week period to volunteer before any assignments are made.



## X. SALARY

A. It is agreed that salaries for all certified personnel for the 1982-83 school year shall be as shown on Schedule "A" hereto annexed.

B. It is agreed that salaries for all certified personnel for the 1983-84 school year shall be as shown on Schedule "B" hereto annexed.

C. It is agreed that salaries for all certified personnel for the 1984-85 school year shall be subject to negotiation to commence no later than the time mandated by P.E.R.C. regulations.

## XI. EXTRA-CURRICULAR COMPENSATION

A. Extra-curricular assignments are designated at the following levels:

Level I.	Boys J.V. Soccer Coach (1)	Choral Group Sponsor (1)
	Boys J.V. Basketball Coach (1)	Cheerleading Advisor (1)
	Girls J.V. Field Hockey Coach (1)	Newspaper Advisor (1)
	Girls J.V. Basketball Coach (1)	Audio-Visual Aids Coordinator (2)
	Safety Patrol Advisor (2)	
Level II.	Student Council Advisor (1)	Boys Varsity Basketball Coach (1)
	Girls Varsity Field Hockey Coach (1)	Boys Varsity Soccer Coach (1)
	Girls Varsity & J.V. Softball Coach (1)	Boys Varsity Baseball Coach (1)
	Girls Varsity Basketball Coach (1)	

Designation of a team as "Boys" or "Girls" is merely for identification, and does not imply the exclusion of any student, either boy or girl, from said team.

B. Extra-curricular assignments are to be paid at the levels indicated below for the 1982-83 school year.

Level I	\$514.00
Level II	\$584.00

C. Extra-curricular assignments are to be paid at the levels indicated below for the 1983-84 school year.

Level I	\$560.00
Level II	\$637.00

D. It is agreed that salaries for extra-curricular assignments for the 1984-85 school year shall be subject to negotiation to commence no later than the time mandated by P.E.R.C. regulations.

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

## XII. INSURANCE PROTECTION

A. The Board shall pay one hundred percent (100%) of the cost of single coverage Blue Cross, Blue Shield health insurance for all full time employees.

B. The Board shall pay one hundred percent (100%) of the cost of Blue Cross, Blue Shield insurance for dependents eligible and enrolled in the plan.

C. Any employee not eligible for health insurance because enrolled in a medical-surgical plan through his or her spouse, may be enrolled at the Board expense in the Washington National Insurance Company Class C Disability Income Plan. Any such employee may select a higher class of coverage than Class C provided he shall be responsible for any costs in excess of the cost borne by the Board for Class C coverage. Any employee enrolled in the health insurance plan as outlined in A or B above may also elect at his own expense to be enrolled in the Washington National Insurance Disability Income Plan.

D. New personnel shall make such election within thirty (30) days after signing their contract. Such election shall be irrevocable and no change in enrollment for any individual employee in any particular plan will be permitted until an open enrollment period offered by the health insurance plan.

E. Effective September 1, 1983 the Board shall pay one hundred percent (100%) of the cost of \$100.00 deductible major medical for all eligible and enrolled teachers and dependents in the health insurance plan.

F. Effective January 1, 1984 the Board will pay one hundred percent (100%) of the cost of full family \$1.00 deductible prescription plan.

### XIII. TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year as soon as possible.

B. The Superintendent shall notify all newly appointed personnel as to their specific positions, subject area and/or grade level as soon as practicable.

#### XIV. VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall deliver to the Association and post in the school building a list of the known vacancies.

B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

## XV. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. No vacancy shall be filled by means of involuntary transfer or reassignment without prior consideration to qualified volunteers.

B. Notice of an involuntary transfer or reassignment shall be given to a teacher as soon as practicable.

C. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Oaklyn School District, length of service in a particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered.

## XVI. LEAVES OF ABSENCE

A. 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.

B. Commencing September 1, 1984 accumulated sick days may be paid at the rate of \$15.00 per day with a maximum of \$500.00 after ten working years in the district, upon retirement, permanent disability, death or resignation.

C. 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 accumulated for use in another school year.

D. 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.

E. 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:

1. Court Subpoena
2. A recognized religious holiday
3. Marriage of self or marriage in the immediate family
4. Serious personal business which cannot be handled outside of school hours.

5. Any other emergency or urgent reason not included in 1 to 5 above or any combination of the above if approved by the Superintendent or the Board.

F. Any regularly appointed teacher should notify the Superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth. The Board shall not remove any teacher from her duties during pregnancy except on any one of following bases:

1. Performance: Her teacher performance has substantially declined from the time immediately prior to her pregnancy.
2. Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
  - a. the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
  - b. the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or
  - c. following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician agreed upon by the teacher and the Board, shall be appointed to examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
3. Just cause: Any other "just cause" as defined in NJSA Title 18A.

G. The Board shall grant maternity leaves of absence without pay to pregnant teachers under the following terms and conditions:

1. Any tenured or non-tenured teacher seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of the requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which commencement date may be any time prior to birth.



2. Any tenured or non-tenured teacher may return to work within the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional period of time for reasons associated with the pregnancy or birth or for the proper cause provided that such extension or reduction will not substantially interfere with administration of the school.
3. The Board shall not be required to extend the leave of non-tenure teachers beyond the school year for which they were hired. Non-tenured teachers wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
4. Any tenured teacher may return to work subsequent to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such teacher shall be permitted to return to work at the beginning of any of the two school years following the school year in which her leave commences, provided such teacher HAS given the Board written notice of her intention to do so not less than six (6) months prior to the beginning of the school year in which she wishes to return.

Except as otherwise provided in this Article, no tenure or non-tenure teacher shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such teacher shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable or resuming her full duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in paragraph F-2-c of this Article.

Any teacher granted a leave of absence under this Article shall be eligible

for an increment in the following year (or in a subsequent year in which, she actually returns from such leave) provided she has completed at least five (5) months of work during the school year in which the leave commences.

H. Any teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant child, or earlier if necessary to fulfill the requirements for the adoption. Tenure teachers shall receive the same time limits and benefits as the above tenure policy. For non-tenure teachers the Board shall not be required to extend the leave beyond the school year for which they were hired.

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

1. Subject to Board approval.
2. The individual must approach the Administration with written application prior to February 1 of the school year preceding the year of leave.
3. By February 1 of the leave year the teacher must notify the Administration in writing concerning his intent to return.
4. 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.

## XVII. PROFESSIONAL DEVELOPMENT

A. The Board will make available a total maximum amount of \$3,000.00 during each year of the term of this Agreement to reimburse certificated teachers for tuition courses related to the grade level or subject area taught. Reimbursement shall be on a first-come, first-served basis until the maximum total amount of \$3,000.00 has been exhausted in each year. 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.

## XVIII. REDUCTION IN FORCE

A. If a reduction in force is being considered, the Board, via the Superintendent, shall notify the Association as soon as practicable but not less than sixty (60) days before the layoff is to take place.

B. Any reduction in force shall be carried out according to the following standards:

1. No tenured teachers will be laid off until all non-tenured teachers have been released, providing the tenured teacher, in the judgement of the Board, is qualified for the position.
2. Length of service in the district.
3. The level of certification (standard or provisional).
4. The accumulation of credits toward certification.
5. The extent of accumulation of additional credits.

C. Teachers on layoff shall be considered as awaiting recall.

D. Teachers on layoff, assuming that, in the judgement of the Board, they are qualified for the position shall be recalled in reverse order of layoff when vacancies occur.

E. While teachers are on layoff there will be no new hiring for positions in the bargaining unit unless:

1. No teacher on layoff is certified or qualified, in the judgement of the Board, to fill the vacant position.
2. All certified teachers on layoff decline the offer to fill the vacancy.
3. No teacher on layoff requests the vacant position within thirty (30) days from the time of written notice of its availability.

F. All teachers on layoff and the Association shall receive written notice of the deadline time for them to exercise recall rights at least sixty (60) days before such deadline.

G. Teachers on layoff shall retain recall rights for two years from the date of their layoff.

H. A list establishing the order of recall according to the above standards shall be drawn by agreement between the Board and the Association.

## XIX. MISCELLANEOUS PROVISIONS

A. 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 of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. 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.

C. 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.

D. 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 in writing at the following address:

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

E. Unless otherwise indicated, the term "teacher" when used 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.

XX. DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1982 and shall be in effect until June 30, 1985.

B. In addition to Article X salary and XI Extra-Curricular Compensation and Article XII Insurance any two articles may be opened for negotiations by either party for the 1984-1985 school year, such negotiations to commence no later than the time mandated by P.E.R.C. regulations.

C. Nothing herein contained shall prevent negotiation 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 Education Association, have caused these presents to be signed by their proper officers and their respective Corporate Seals to be annexed hereto this 14<sup>th</sup> day of March 198~~2~~<sup>3</sup>.

OAKLYN BOARD OF EDUCATION

ATTEST

Doris J. Adams  
Secretary

William T. Stants  
President

OAKLYN EDUCATION ASSOCIATION

Ruth O. Harris  
Secretary

Joseph W. Powell  
President

## OAKLYN PUBLIC SCHOOLS

## SCHEDULE A

## 1982-1983 Salary Schedule

<u>Yr. of Exper.</u>	<u>Bachelor</u>	<u>Bachelor + 30</u>	<u>Master</u>	<u>Master + 30</u>
1	\$11,800.	\$12,100.	\$12,500.	\$13,500.
2	12,173.	12,352.	12,871.	13,799.
3	13,122.	13,315.	13,876.	14,814.
4	13,611.	13,864.	14,432.	15,379.
5	14,101.	14,412.	14,988.	15,944.
6	14,511.	14,822.	15,440.	16,486.
7	14,952.	15,263.	15,857.	16,929.
8	15,416.	15,724.	16,343.	17,392.
9	16,441.	16,750.	17,368.	18,416.
10	16,979.	17,288.	17,907.	18,956.
11	17,534.	17,843.	18,464.	19,511.
12	18,074.	18,381.	19,002.	20,050.
13	18,804.	19,110.	19,731.	20,779.
14	19,404.	19,650.	20,270.	21,317.
15	19,987.	20,207.	20,709.	21,874.
16	20,436.	20,746.	21,364.	22,412.
17	20,991.	21,300.	21,829.	22,968.
18	21,530.	21,839.	22,460.	23,505.
19	22,086.	22,394.	23,015.	24,062.

Teachers on top step in 1981-82 will receive a 7% increase for 1982-83.

## OAKLYN PUBLIC SCHOOLS

## SCHEDULE B

## 1983-1984 Salary Schedule

<u>Yr. of Exper.</u>	<u>Bachelor</u>	<u>Bachelor + 30</u>	<u>Master</u>	<u>Master + 30</u>
1	\$12,500.	\$12,800.	\$13,200.	\$14,200.
2	12,862.	13,189.	13,625.	14,715.
3	13,269.	13,464.	14,029.	15,041.
4	14,303.	14,513.	15,125.	16,147.
5	14,836.	15,112.	15,731.	16,763.
6	15,370.	15,709.	16,337.	17,379.
7	15,817.	16,156.	16,830.	17,970.
8	16,298.	16,637.	17,284.	18,453.
9	16,803.	17,139.	17,814.	18,957.
10	17,921.	18,258.	18,931.	20,073.
11	18,507.	18,844.	19,519.	20,662.
12	19,112.	19,449.	20,126.	21,267.
13	19,701.	20,035.	20,712.	21,855.
14	20,496.	20,830.	21,507.	22,649.
15	21,150.	21,419.	22,094.	23,236.
16	21,688.	22,026.	22,573.	23,843.
17	22,275.	22,613.	23,287.	24,429.
18	22,880.	23,217.	23,794.	25,035.
19	23,468.	23,805.	24,481.	25,620.

Teachers on top step in 1982-83 will receive a 7.5% increase for 1983-84.