

MAY 18, 2011

AGREEMENT
BETWEEN
THE OLDMANS TOWNSHIP BOARD OF EDUCATION
AND
THE OLDMANS TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2011, THROUGH JUNE 30, 2014

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PREAMBLE

This agreement entered into the 1st day of July, 2011, by and between the Board of Education of Oldmans Township, the town of Pedricktown, New Jersey, hereinafter called the "Board", and the Oldmans Township Education Association, hereinafter called the "Association".

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations, as provided for in NJSA 34:13A-1 et. seq., concerning grievances and terms and conditions of employment for full and part-time teachers and school nurses whether under contract or on leave. (1986)
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, in the negotiating unit as above defined.

ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34, Chapter 13A, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment, according to the timetable established by P.E.R.C. 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. (1982)
- B. 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.
- C. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until procedures within this Agreement are fully exhausted.
- D. Contract negotiations for a successor agreement to this contract shall be limited to salary plus six (6) items for each party. (03/00)

ARTICLE 3 GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. An "aggrieved person" is a person or persons making the claim.
3. 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. Purpose

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. Procedure

1. 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. Should either party fail to follow the time limit, the grievance shall be waived or moved to the next step.
2. In the event a grievance is filed at such time 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.
3. 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 grievances and any effect thereof shall have been fully determined.

4. LEVEL ONE

A teacher with a grievance shall first discuss it with his/her Chief School Administrator or immediate supervisor within twenty (20) calendar days of its occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally. (9/05)

5. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within eight (8) calendar days after discussion in Level One, he/she may file the grievance in writing with the Chief School Administrator within fifteen (15) calendar days after the decision given at Level One. The letter shall cite the Article and subsection aggrieved, the grievance, and be signed by the employee and Association representative.

The letter shall include the date of occurrence and the relief being sought.
(9/05)

6. LEVEL THREE

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Chief School Administrator, he/she may within eight (8) calendar days after a decision by the Chief School Administrator, or eighteen (18) calendar days after the grievance was delivered to the Chief School Administrator whichever is sooner, request in writing that the Association submit his/her grievance to the Board within fifteen (15) school days after receipt of the request by the aggrieved person. The Decision of the Board shall be made in writing to the aggrieved and to the Association President within 75 calendar days. This does not preclude the right of the aggrieved person to pursue the grievance on his/her own. (9/05)

7. LEVEL FOUR

- a. If the teacher is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the teacher or the Association may request the appointment of an arbitrator. The request is to be made in writing to the Board of Education within eighteen (18) calendar days after the decision rendered in Level 3. (9/05)
- b. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other Administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendations.

D. The following procedure will be used to secure the service of an Arbitrator:

1. A joint request will be made to the Public Employment Relations Commission 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 Public Employment Relations Commission to submit a second roster of names.
3. If the parties are unable to determine, within 15 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

E. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

F. Cost

1. Each party will bear the total cost incurred by himself/herself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. The Board shall deduct the full salary of any, "Aggrieved person" for any time lost in processing a grievance. If the aggrieved is upheld in his/her complaint, any salary deductions made by the Board shall be repaid to the "aggrieved person".

G. The following grievances will not be covered in Level Four above:

1. Failure by the Board to retain a non-tenure teacher.
2. Any problems for which a specific remedy is provided for by law.
3. Any problems upon which the Commissioner of Education has rules or has the power to rule.
4. The filling of non-tenure position by a certified employee.

H. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, a representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

I. MISCELLANEOUS

1. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations, shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representative, heretofore referred to in this article.

ARTICLE 4 TEACHER RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey Laws or other applicable laws and regulations. The rights granted to the teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 5 BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations
 1. to direct employees of the school district.
 2. to hire, promote, transfer, assign and retain employees in positions in the School District, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees.
 3. to relieve employees from duty because of lack of work or for other legitimate reasons.
 4. to maintain the efficiency of the School District operations entrusted to them.
 5. to determine the methods, means and personnel by which such operations are to be conducted.
 6. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
- B. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions". The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release; unless, and until which time, both parties agree that each may issue its own press release.

- C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

**ARTICLE 6
ASSOCIATION PRIVILEGES**

- A. Whenever any representative of the Association or any teacher is scheduled by the Board of Education or its representative to participate during work hours in negotiations, grievance proceedings, he/she shall suffer no loss in pay.
- B. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, after it has notified and been assigned a designated room from the Chief School Administrator in advance. The use of this privilege shall not interfere with normal school operations or activities.
- C. The Association shall have the privilege to use school facilities and equipment, including typewriters, computers, copiers, other duplicating equipment and all types of audio-visual equipment, as designated by the Chief School Administrator, after school hours, when such equipment is not in use. Such equipment shall remain on school property. The Association shall pay for the current cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- D. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the Chief School Administrator.
- E. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the Chief School Administrator. The business of other non-related organizations must meet with the approval of the Chief School Administrator.
- F. The privileges of the Association and its representatives as set forth in this article shall be granted only to the Association as the majority representative of the teachers, and to no other organization.

**ARTICLE 7
TEACHER WORK YEAR**

- A. Effective September 1, 2003, the work year for employees covered by this Agreement shall consist of 180 days for purposes of pupil instruction, one day for teacher orientation prior to the opening of school for pupils and one local in-service day. (9/02)
- B. Teachers not actively employed in Oldmans Township School District the previous school year will be required to attend one additional day for new teacher orientation.

- C. Additional days may be required in an emergency situation if mutually agreed to by the parties.
- D. Two additional County in-service days may be scheduled.

**ARTICLE 8
TEACHING HOURS AND TEACHING LOAD**

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. The teacher work day shall be seven hours, ten minutes. (03/00)
- B. LUNCH
 - 1. Teachers shall have a daily, duty-free lunch period equivalent to their pupils' lunch and recess, less the time necessary to properly supervise their class to their tables and as otherwise required by the duty schedule for lunchroom supervision.
 - 2. Teachers may leave the building during their scheduled duty-free lunch periods, upon signing out in the school office, if their pupils are under the supervision of a regularly scheduled adult.
- C.
 - 1. Meetings which take place after the regular school workday and which require attendance shall not be called on Fridays or on any days immediately preceding any holiday, or other day upon which teacher attendance is not required at school, except in an emergency. Meetings shall not be for more than a maximum of sixty-five (65) minutes. (1989)
 - 2. An Association Representative may speak to teachers during any meeting referred to in Paragraph 1 above for a maximum of ten (10) minutes with the approval of the Chief School Administrator.
 - 3. Every attempt shall be made to submit notice on an agenda for any meeting and given to the teacher involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the Agenda.
 - 4. Any administrative representative may speak to the Association during any meeting called by the Association for a maximum of ten (10) minutes, with the approval of the Association President.
- D. Beginning January 1, 2000, Parent Teacher Conferences shall be four (4) evening conferences, two (2) in the fall and two (2) in the Spring. These conferences shall be scheduled on pupil early dismissal days. Pupils will be dismissed at 12:35 p.m. those days and the staff will be permitted to leave at this time and return for the scheduled conference times. The conferences shall be held from 4:30 p.m. to 7:30 p.m. on those days. (7/11)

- E. Where two or more teachers are employed at a grade level or otherwise co-operatively engaged, they shall meet once (1) a month after school dismissal for forty (40) minutes to discuss Curriculum coordination, grading patterns, plans or other concerns common to their cooperative endeavor.
- F. Beginning the 2000-01 school year, the pupil school day shall be 6 hours, 25 minutes. The Professional staff work day shall begin twenty-five minutes prior to pupil school day (late bell) and end twenty minutes after pupil school day (dismissal bell) with the following exceptions: (9/08)
 - 1. Fridays (unless an emergency develops)
 - 2. Before a holiday
 - 3. Day when teachers are expected to attend a school related evening (or afternoon) meeting.
 - 4. Excused by the Chief School Administrator.
- G. TEACHER PUPIL RELATIONSHIPS
 - 1. Each teacher shall maintain a posture of helpfulness and respect when dealing with all students.
 - 2. Each teacher shall provide supervision, guidance, and instruction wherever and whenever a student should require such assistance during the school day.
 - 3. Each teacher shall treat each student with a sense of equality and equity.

**ARTICLE 9
NON-TEACHING DUTIES**

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
 - 1. To provide an aide for supervision of playground recess during the lunch period.
 - 2. Teachers shall be available for other educational duties when their students are assigned by administration to other personnel. Teachers shall have, as scheduled by the CSA, one daily prep period. After every effort, if it is not possible to schedule one daily, there shall be no less than five (5) per normal five day week. (03/00)
 - 3. Classroom teachers will make themselves available for conferences with the Chief School Administrator, Special Education Teacher or Supplemental Teachers, as scheduled, during the twenty-five minutes prior to the pupil school day and twenty minutes immediately after the pupil school day. (9/08)

4. Teachers shall have a daily, duty free lunch period equivalent to their classroom's lunch and lunch recess period.
 - a. The first four (4) days of school the staff will dine with class, to ensure orderly procedures.
 - b. Student dining problems of individuals or class will be referred by the aide to the teacher for action at the end of the period.
 - c. On inclement weather days when students report back to their classrooms, the teacher will be responsible for setting the procedures, rules and independent activities that students carry out at their seats, which can be reasonably supervised by non-certified personnel.
5. Staff members will arrange, or be assigned to intra/inter-class or grade visitations, during periods their class is with Special Teachers, or when not otherwise assigned a prep-period.

ARTICLE 10 TEACHER EMPLOYMENT

A. SALARY SCHEDULE CREDIT UPON INITIAL EMPLOYMENT

1. The Board may give credit up to a maximum of the tenth (10) step of any salary level on the teacher Salary Schedule for previous outside teaching experience in a duly accredited school, provided the individual was properly certificated during that period of employment, upon initial employment in accordance with the provisions of Schedule "A".(This change shall have no effect on any persons Salary level if he/she was employed before May 1979.) (1986)
2. Additional credit of, but not to exceed four (4) years, for military experience shall be given upon initial employment in four (4) steps.
3. Teachers shall be notified of their contract and salary status for the coming year no later than May 15th.

B. COMPLAINTS

1. Any informal complaints regarding a teacher made to any member of the administration by any parent, student, or other persons, which may or does influence evaluation of a teacher, shall be promptly called to the attention of the teacher by the Chief School Administrator or immediate supervisor within five (5) school days of said complaint. (1986)
2. The teacher shall be given an opportunity to respond to such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE 11 SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B.
 - 1. Teachers employed on a twelve (12) month basis shall be paid in twenty four equal installments.
 - 2. Effective September 1, 2005, the District will go to a 15th and 30th of the month pay plan. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal installments. Effective September 1, 2008, salaries will be paid by direct deposit. (9/08)
 - 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 4. Teachers shall receive their final checks and the Salary Guide for the following year on the last working day in June, unless notified otherwise by the Chief School Administrator.

ARTICLE 12 TEACHER FACILITIES

Attempts will be made to appropriately furnish a room for the exclusive use of teachers as a faculty lounge and work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE 13 SICK LEAVE

- A.
 - 1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - 2. Upon the request of the Chief School Administrator, a doctor's certificate shall be provided after three (3) consecutive days of sick leave.
 - 3. In case of sickness in the immediate family of a teacher and upon the request of the teacher to the Chief School Administrator, sick leave may be granted to cover said absence for such purpose for a period of two (2) consecutive days. (1989)
 - 4. Part time teachers sick leave time will be computed at per cent of fulltime, times (x) twenty (20) half days.
 - 5. Upon retirement, up to a maximum of one hundred (100) unused sick days will be paid at \$65 per day for any teacher with ten (10) or more

years of in-district service to the retiring teacher. If a teacher gives written notice to the Board of intent to retire by January 1st of the year of retirement, payment shall be made in the July following the retirement date. If a teacher gives notice of intent later than the January 1st of the year of retirement, payment under this section shall be made in the second July following the retirement date. In the event of the death of a teacher, the payment for unused sick leave days shall be made to the teacher's estate. (9/08)

B. CREDIT FOR OUT OF DISTRICT SICK LEAVE

Whenever the Board employs a teacher who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant up to thirty (30) days credit for said sick leave in 10 day amounts. The first ten (10) days shall occur on the initial commencement of employment; the second ten (10) days shall be credited on the following September 1; and, the third ten (10) days shall occur on the next following September 1. (7/11)

C. SICK LEAVE DUE TO INJURY

1. Whenever a teacher is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in course of his employment, the Board shall pay the teacher the full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave.
2. Any amount of salary or wages paid or payable to the teacher shall be reduced by the amount of any Workman's Compensation award made for temporary disability.

D. PERSONAL DAY CREDIT

At the end of each school year, unused personal days shall be added to accumulated sick days.

- E. At the end of each school year a \$100 Series E Savings Bond will be presented to each teacher absent four (4) or less days, excluding approved workshops.

**ARTICLE 14
TEMPORARY LEAVES OF ABSENCE**

- A. As of the beginning of the negotiated school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay.

1. Two (2) days leave of absence for personal, legal, business, household, or family matters and religious holidays which require absences during school hours. Applications to the Chief School Administrator for personal leave shall be made at least two (2) days before taking such leave (except in the case of

emergency). Such leave may not be granted contiguous to any of the legal holidays or scheduled school vacation periods or to any other leave. (9/02)

2. a. Five (5) days shall be granted in case of death of teacher's parents, spouse, children, brothers and sisters. (9/02)
 - b. Three (3) days shall be granted in case of the death of a teacher's grandchild, mother-in-law or father-in-law. (9/02)
 - c. A maximum of six (6) days per year shall be granted in case of serious illness of teacher's parents, spouse, children, brothers and sisters, of which four (4) days are to be documented with verification of serious illness, and two (2) days may be without documentation of verification. (1986)
3. An allowance of one (1) day may be granted to attend the funeral of an uncle, aunt, grandparent, brother-in-law, sister-in-law, or other family members residing as a member of the teacher's household.

B Leave taken pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 15 EXTENDED LEAVES OF ABSENCE

A. DISABILITY LEAVE

1. A teacher who anticipates a disability leave shall notify their immediate supervisor in writing of the anticipated commencement of the disability leave, reason, and an approximate termination date.
 - a. In case of a disability, due to pregnancy, the teacher shall include the date of delivery.
 - b. The Board will attempt to set, at this time, the period of disability leave, including commencement and termination dates.
2. The teacher's physician shall certify in writing the period of disability commencement, termination and ability to resume regular duties prior to returning.
 - a. The Board may require the teacher to receive a paid physical by a Board appointed physician.
 - b. In event of a disagreement between the Board and teacher physician, a third, neutral physician, designated by the County Health Officer, will give a final, binding opinion.

- c. The Board may remove a disabled teacher from their duties, if performance declines, if they become physically incapacitated, or other just cause is found to exist in NJSA TITLE 18A.
 3. No leave time shall be taken, without Board approval, beyond the period of disability as certified in 1 or 2 above.
 4. All extensions or renewals of disability leaves shall be applied for in writing.
 5. The teacher will be granted a full salary guide step if they work more than (90) teaching days. Working ninety (90) days or less shall result in no advancement on the salary guide.
 6. Benefits for which the employee would otherwise be eligible, shall continue during the period of disability certified by the Board Physician.
 7. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves, in order to preserve educational continuity.
 - a. Benefits normally accruing during the period of non-disabled, in-voluntary leave, shall continue.
- B. Teachers shall be entitled to temporary non-accumulative leave for required temporary active duty with any units of the United States Reserves and/or the State National Guard, provided said obligations cannot be performed during non-school days. The teacher shall be paid the difference of his/her regular salary and the pay he/she received from the State and/or Federal Government for a maximum of two (2) weeks in any one school year.
- C. Other leave of absence without pay may be granted by the Board for good reasons.
 1. Upon return from leave granted pursuant to Section B or C of this Article, a teacher shall be considered as if he/she were actively employed by the Board during said leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.
 2. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time the leave commenced, if available and approved by the Board, or, if not, to a substantially equivalent position as defined by the Chief School Administrator.
- D. All extension or renewal of leave shall be applied for in writing; and if granted, be in written form.

ARTICLE 16
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to the following:

1. To reimburse the teacher for tuition only at the actual cost or no more than the prevailing rate of graduate/undergraduate tuition at Rowan University of New Jersey. The credits earned shall be in academic work or courses having meaningful application to the position held by the teacher as determined by the Chief School Administrator and the Board. (1984/1997)
2. Semester credit reimbursement shall apply only when the teacher is under contract to the Board. Employees will receive benefits equivalent to their percentage (%) of time employed.
3. The Chief School Administrator and the Board shall establish the form and procedure for the semester credit reimbursement.
4. The maximum number of semester credits approved for any one year shall be thirty (30). A grade of "B" and Pass for a Pass/Fail graded course is required for reimbursement purposes.
5. MAXIMUM REIMBURSEMENT
 - a. The teachers are limited to a total of \$8,000 per annum effective September 1, 2009. (7/11)
 - b. The Board shall make all tuition reimbursement payments before the end of July following when the course(s) was successfully completed under the terms of 4. above as long as the grade is submitted to the District by June 15. (7/11)
 - c. If all tuition reimbursement claims under A. above exceed the cap set forth in a above, all claims shall be prorated. For example, if the cap set forth will cover 95% of all claims, all individual claims will be reimbursed at 95% of the claim amount. (7/11)
 - d. The Association President shall be informed in writing of all approved courses and of the ultimate distribution under this section. (7/11)

B. Teachers interested in benefiting from part A above shall discuss study plans with the Chief School Administrator prior to course enrollment. The Chief School Administrator shall issue an authorization to the teacher, approving the course for reimbursement.

C. ACADEMIC CAPABILITIES

1. The Board of Education will attempt to provide for staff in-service improvement programs, cooperatively planned by the Administration and staff to meet the priorities determined by the school's self evaluation and State approval process.

2. Each teacher shall keep abreast of and remain fully aware of developing trends in classroom instruction, and continually strive to improve instruction, through developing in depth knowledge of educational philosophy and the most recent research developments in subject area of responsibility, through outside reading, in-service training and workshops.

ARTICLE 17 INSURANCE PROTECTION

A. SEHBP COVERAGE

1. Health and hospitalization insurance (7/11)

The Board shall continue to provide Health Care Insurance for each teacher. The Board shall pay the full premium, less any State mandated employee premium contribution, for each teacher under a full school year or twelve (12) month contract as follows:

- a. Effective July 1, 2011, the carrier for health/hospitalization insurance shall be the School Employees Health Benefits Program. The Board will be responsible for eligible employees' premiums up to the annual cost of the Direct 10 Plan option. An employee will be responsible for the premium difference between a selected option which has a premium cost which exceeds the Direct 10. Such payments shall be made by way of a payroll deduction.
- b. For those employed after 10/29/96, the Direct 10 plan option will be provided at 100% single coverage only until tenure, then 100% dependent coverage as detailed in A. 1. a. above.
- c. With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels identical to the coverage in place immediately prior to July 1, 2011 set forth in B. below.

2. Prescription insurance

- a. Effective July 1, 2011, there shall be a prescription plan for all eligible employees. The carrier shall be the School Employees Health Benefits Program.
- b. With 90 days written notice to the Association by the Board, the health/hospitalization coverage provided by the Board to eligible employees may be changed to either: a) a plan with identical benefits as SEHBP, or b) a plan which has benefit levels and co-pays identical to the coverage in place immediately prior to July 1, 2011 set forth in B. below.

B. HEALTH/HOSPITALIZATION AND PRESCRIPTION INSURANCE IN EFFECT PRIOR TO JULY 1, 2011

The Board shall continue to provide Health Care Insurance for each teacher. The Board shall pay the full premium, less any State mandated employee premium contribution, for each teacher under a full school year or twelve (12) month contract as follows:

1. For teachers employed on or before 10/29/96, 100% employee and dependent coverage of the Personal Choice Plan. (9/02)
2. For those employed after 10/29/96, the Personal Choice Plan only will be provided at 100% single coverage only until tenure, then 100% dependent coverage in the Personal Choice Plan. (9/02)
3. The Personal Choice Plan under B. 1. and B. 2. above will include a prescription plan with the following employee co-pays: \$20 for brand names, \$10 for generics and a mail order co-pay of three times the relevant amount. This plan will include oral contraceptive coverage. (9/05)
4. If A. 1. c. b) above occurs, if an employee chooses to enroll in the traditional plan, the POS plan or the HMO plan, and if the premium cost of the selected plan exceeds the premium cost of the Personal Choice Plan, the employee shall be responsible for the premium difference through regular pay deductions throughout the year. (9/02)

All Health Care Insurance will be as provided by AmeriHealth Insurance Co or a program equal to the New Jersey School Employees Health Benefits Plan with a change to be negotiated through a joint committee of the Oldmans Board of Education and the OTEA. (1989)

5. Effective on the first of the month following mutual ratification of the 2008-2011 Memorandum of Agreement, change the PPO plan to the "15/15/80" plan level. (9/08)

6. PART-TIME TEACHERS (1986)

- a. Those part-time teachers employed by the Board before October 1, 1986, shall continue to receive their current health benefits/insurance benefits. (Grandfather Clause)
- b. Those part-time teachers employed by the Board after October 1, 1986, shall follow this schedule:
 - 1) Employed 20 or more hours - 100% health benefits. All other benefits shall be pro-rated.
 - 2) Employed less than 20 hours - No health benefits or other benefits.

- C. If an eligible employee under A. or B. above receives only single coverage, the employee shall receive the first \$200 per annum of the Washington National premium (beginning December 1, 2002: Prudential) or equal monetary coverage.
- D. Section 125 Plan
1. The Board will contribute \$1,200 per year for each teacher to a Section 125 plan for any allowable costs under the Federal law establishing Section 125 incurred by a teacher and/or dependents (family coverage). The "year" is defined as July 1 through June 30. The teacher is required to provide receipted bills and evidence that reimbursement has been claimed/processed under any insurance policies provided (Explanation of Benefits Claim Notice). The latest date for submission of claims for a year is August 31st. Claim forms will be provided by the Business Office. (7/11)
 2. The AFLAC dental plan shall be available as an option to unit members on a voluntary basis through the Section 125 plan. (9/02)
- E. Each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of Insurance (Items A and B above, as relevant) premiums to provide insurance coverage for the full twelve month period beginning September 1st and ending August 31st. Payments are to be made to assure uninterrupted coverage.
- F. The Board shall request the Insurance carrier to make available to each teacher descriptive information on the Health Care Insurance Plan provided in accordance with this Article.
- G. PART-TIME TEACHERS COVERAGE UNDER A. AND D. ABOVE (7/11)
1. Those part-time teachers employed by the Board before October 1, 1986, shall continue to receive their current AFLAC coverage under D. above.
 2. Those part-time teachers employed on or after October 1, 1986, shall be eligible for AFLAC coverage if they are employed for 20 or more hours per week.
 3. In order to be eligible for coverage under A. above, a part-time teacher must be employed 25 or more hours per week.

ARTICLE 18 DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for Oldmans Education Association, the Salem County Education Association, the New Jersey Education Association or the National Education Association, or any contributions such Associations said teacher individually and voluntarily

authorizes the Board to deduct. Such deductions to be limited to the organizations listed above, as one (1) payment.

Said monies together with records of any corrections shall be transmitted to the treasurer of the Oldmans Education Association by the 15th of each month following the monthly pay period in which deductions were made. Check to be made payable to NJEA. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing. (1989)

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Any teacher may have authorized deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.
- B. The Board authorizes payroll deductions to the Salem County School Employees Federal Credit Union for 10 months. New and/or modified employee deductions will be submitted to the Board Secretary on Credit Union devised forms. Payment of withholdings to be mailed after each pay period to the Credit Union by the Board Secretary. This to be effective the second pay period after both parties have ratified this agreement. (1997)
- C. The Board authorizes payroll deductions to one (1) tax sheltered annuity plan, as recommended by the Association and approved by the Board. (1984)

ARTICLE 19 AGENCY FEE

Effective July 1, 2005, the Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

A. PURPOSE OF THE FEE

If any employee does not become a member of the Association during any membership year which is covered in whole or in part this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

B. DETERMINATION OF FEE

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

2. Payroll Deduction Schedule

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the February through June period.

3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

D. INDEMNIFICATION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE 20
MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher heretofore and hereafter executed, shall be subjected to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

- B. Publications and distribution of this Agreement shall be the expense of the Board and the Association on a shared (50/50) cost basis and presented to all teachers currently employed, members of the Board and all new teachers at the time of their employment.

- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by registered letter at the following:
 - 1. If by Association, to the Board at 10 Freed Road, Pedricktown, New Jersey 08067

 - 2. If by Board, to the Association President, at 10 Freed Road, Pedricktown, NJ or in the summer, to the home address of the OTEA President of record.

- D. If any provision of this Agreement or an application of this Agreement to any employee or group of employees is held to the 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.

**ARTICLE 21
DURATION OF AGREEMENT**

- A. This three year Agreement and three year salary schedule shall be in effect July 1, 2011, and shall remain in effect through June 30, 2014. (7/11)
- B. If either party shall desire to change this Agreement it should give written notice of such desire to the other party by November 1st of the contract year.
- C. If the parties have not reached Agreement on or before June 30, 2014, all the provisions of the Agreement shall continue in effect. (7/11)
- D. In witness whereof, the parties hereto have caused this addendum Agreement to be signed by their respective Presidents and Secretaries.

OLDMANS TOWNSHIP
BOARD OF EDUCATION

OLDMANS TOWNSHIP
EDUCATION ASSOCIATION

BOARD PRESIDENT

ASSOCIATION PRESIDENT

BOARD SECRETARY

ASSOCIATION SECRETARY

DATED:

DATED:

**SCHEDULE A
2011-2012 SALARY SCHEDULE**

STEP	STEP	BA	BA+15	BA+30/MA	MA+15	MA+30/PHD
10-11	11-12		1000	2100	2600	3600
***	1	52082	53082	54182	54682	55682
1	2	53082	54082	55182	55682	56682
2	3	53832	54832	55932	56432	57432
3	4	54832	55832	56932	57432	58432
4	5	55832	56832	57932	58432	59432
5	6	56832	57832	58932	59432	60432
6	7	57832	58832	59932	60432	61432
7	8	58832	59832	60932	61432	62432
8	9	59632	60632	61732	62232	63232
9	10	60632	61632	62732	63232	64232
10	11	61632	62632	63732	64232	65232
11	12	62832	63832	64932	65432	66432
12	13	64332	65332	66432	66932	67932
13	14	66082	67082	68182	68682	69682
14	15	68332	69332	70432	70932	71932
15	16	70332	71332	72432	72932	73932
16	17	72332	73332	74432	74932	75932
17-18	18	74950	75950	77050	77550	78550

IN DISTRICT SERVICE INCREMENT: 15TH THROUGH 19TH YEAR \$400
 20TH THROUGH 24TH YEAR \$1600
 25TH THROUGH 34TH YEAR \$2800
 35TH YEAR AND ABOVE \$3500

NOTE #1: THE SALARY INCREMENTS SPECIFIED IN THIS GUIDE ARE NOT AUTOMATICALLY GRANTED, BUT ARE CONDITIONED UPON THE RECOMMENDATION OF THE CHIEF SCHOOL ADMINISTRATOR, AS DELINEATED IN THE POLICIES OF THE BOARD OF EDUCATION UNDER N.J. STATE LAW.

NOTE #2: A MAXIMUM OF FIFTEEN (15) COLLEGE LEVEL CREDITS (POST DEGREE), AS APPROVED BY THE CHIEF SCHOOL ADMINISTRATOR AND BOARD, MAY BE APPLIED ON THIS SALARY SCHEDULE.

**SCHEDULE B
2012-2013 SALARY SCHEDULE**

STEP	STEP	BA	BA+15	BA+30/MA	MA+15	MA+30/PHD
11-12	12-13		1000	2100	2600	3600
***	1	52082	53082	54182	54682	55682
1	2	53082	54082	55182	55682	56682
2	3	54082	55082	56182	56682	57682
3	4	54832	55832	56932	57432	58432
4	5	55832	56832	57932	58432	59432
5	6	56832	57832	58932	59432	60432
6	7	57832	58832	59932	60432	61432
7	8	58832	59832	60932	61432	62432
8	9	59832	60832	61932	62432	63432
9	10	60632	61632	62732	63232	64232
10	11	61632	62632	63732	64232	65232
11	12	62832	63832	64932	65432	66432
12	13	64500	65500	66600	67100	68100
13	14	66082	67082	68182	68682	69682
14	15	68500	69500	70600	71100	72100
15	16	70500	71500	72600	73100	74100
16	17	72500	73500	74600	75100	76100
17-18	18	76252	77252	78352	78852	79852

IN DISTRICT SERVICE INCREMENT: 15TH THROUGH 19TH YEAR \$400
 20TH THROUGH 24TH YEAR \$1600
 25TH THROUGH 34TH YEAR \$2800
 35TH YEAR AND ABOVE \$3500

NOTE #1: THE SALARY INCREMENTS SPECIFIED IN THIS GUIDE ARE NOT AUTOMATICALLY GRANTED, BUT ARE CONDITIONED UPON THE RECOMMENDATION OF THE CHIEF SCHOOL ADMINISTRATOR, AS DELINEATED IN THE POLICIES OF THE BOARD OF EDUCATION UNDER N.J. STATE LAW.

NOTE #2: A MAXIMUM OF FIFTEEN (15) COLLEGE LEVEL CREDITS (POST DEGREE), AS APPROVED BY THE CHIEF SCHOOL ADMINISTRATOR AND BOARD, MAY BE APPLIED ON THIS SALARY SCHEDULE.

**SCHEDULE C
2013-2014 SALARY SCHEDULE**

STEP	STEP	BA	BA+15	BA+30/MA	MA+15	MA+30/PHD
12-13	13-14		1000	2100	2600	3600
***	1	52082	53082	54182	54682	55682
1	2	53082	54082	55182	55682	56682
2	3	54082	55082	56182	56682	57682
3	4	55082	56082	57182	57682	58682
4	5	55832	56832	57932	58432	59432
5	6	56832	57832	58932	59432	60432
6	7	57832	58832	59932	60432	61432
7	8	58832	59832	60932	61432	62432
8	9	59832	60832	61932	62432	63432
9	10	60832	61832	62932	63432	64432
10	11	61632	62632	63732	64232	65232
11	12	62832	63832	64932	65432	66432
12	13	64500	65500	66600	67100	68100
13	14	66082	67082	68182	68682	69682
14	15	68500	69500	70600	71100	72100
15	16	70500	71500	72600	73100	74100
16	17	72500	73500	74600	75100	76100
17-18	18	77455	78455	79555	80055	81055

IN DISTRICT SERVICE INCREMENT: 15TH THROUGH 19TH YEAR \$400
 20TH THROUGH 24TH YEAR \$1600
 25TH THROUGH 34TH YEAR \$2800
 35TH YEAR AND ABOVE \$3500

NOTE #1: THE SALARY INCREMENTS SPECIFIED IN THIS GUIDE ARE NOT AUTOMATICALLY GRANTED, BUT ARE CONDITIONED UPON THE RECOMMENDATION OF THE CHIEF SCHOOL ADMINISTRATOR, AS DELINEATED IN THE POLICIES OF THE BOARD OF EDUCATION UNDER N.J. STATE LAW.

NOTE #2: A MAXIMUM OF FIFTEEN (15) COLLEGE LEVEL CREDITS (POST DEGREE), AS APPROVED BY THE CHIEF SCHOOL ADMINISTRATOR AND BOARD, MAY BE APPLIED ON THIS SALARY SCHEDULE.