

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

APRIL 4, 1989

FOR THE PERIOD

X SEPTEMBER 1, 1989 TO AUGUST 31, 1992

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**PREAMBLE**

This agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_, 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 I  
RECOGNITION**

- A. The Board hereby recongizes 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, and references to male teachers shall include female teachers.

**ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Law 1974, 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.

ARTICLE III  
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 Principal or immediate superior within five (5) school days of its occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

**5. LEVEL TWO**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion in Level One, he may file the grievance in writing with the Administrative Principal within ten (10) school 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. (1986)

**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 ten (10) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent, or fifteen (15) school days after the grievance was delivered to the Administrative Principal, whichever is sooner, request in writing that the Association submit his 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 60 school days or 75 calendar days. This does not preclude the right of the aggrieved person to pursue the grievance on his own. (1982)

**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, such request to be made in writing to the Board of Education within 15 school days after the decision rendered in Level 3 (b).

(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 American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3. If the parties are unable to determine, within 15 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

E. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his 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.
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 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, or at his 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 Principal 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 IV  
TEACHER\_RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he 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 V  
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 VI  
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 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 C.S.A. 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, mimeographing machines, other duplicating equipment and all types of audio-visual equipment, as designated by the C.S.A., 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 building principal.
- 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 Principal. The business of other non-related organizations must meet with the approval of the Principal.
- 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 VII  
TEACHER WORK YEAR

- A. The work year for employees covered by this Agreement should consist of 180 days for purposes of pupil instruction, one day for teacher orientation prior to the opening of school for pupils, and two days for parent conferences.
- 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 emergency situation if mutually agreed to by the parties.
- D. Two additional County inservice days may be scheduled.

ARTICLE VIII  
TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. LUNCH
1. Teachers shall have a daily, duty-free lunch period equivalent to their pupil's 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 requires 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 10 minutes with the approval of the Principal.
  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 minutes, with the approval of the Association President.
- D. Parent Teacher Conferences shall be scheduled on one full non-school day and one school day evening twice a year. These days to be in addition to the 180 days for pupil instruction. Day conferences shall be scheduled at three (3) twenty minute conferences per hour. Evening conferences shall be scheduled at four (4) fifteen minute conferences per hour. The last evening conference shall be scheduled no later than 9:00 p.m. (1986)
- 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. The Professional staff work day shall begin twenty-five minutes prior to pupil school day (late bell) and end twenty-five minutes after pupil school day (dismissal bell) with the following exceptions: (1981)
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 Administrative Principal
- 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 IX  
NON-TEACHING\_DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. 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. Three (3) special activity periods per normal five day week will be for teacher preparation time, as scheduled. (1989)
  3. Classroom teachers will make themselves available for conferences with the Administrator, Helping Teacher or Supplemental Teachers, as scheduled, during the twenty minutes prior to the pupil school day and twenty minutes immediately after the pupil school day.
  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 X  
TEACHER\_EMPLOYMENT

A. TEACHERS

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 April 1st.

B. PART-TIME\_TEACHERS(1986)

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

C. 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 principal 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 XI

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. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal installments, on the 2nd and 4th Fridays of the month.
  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 Principal.

ARTICLE XII

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 XIII  
TEACHER\_-\_ADMINISTRATION\_LIAISON

ADMINISTRATIVE\_AND\_INSTRUCTIONAL\_COUNCILS

- A. 1. The Principal shall establish an Administrative Committee, to review and discuss administrative problems, and practices, and to act in an advisory capacity in the revision and development of school building policies.
2. The Principal shall establish an instructional committee whose purpose shall be to strengthen the educational program through recommendations, research, implementation and evaluation by the principal and staff to best meet the needs of the students, the school and the community as represented in their school building.
3. Said committee shall establish its own rules of procedure and shall provide for a chairman who shall be responsible to the Principal for the arrangement and conduct of meetings.
4. The Committee or sub-committee shall meet at least once each month for not more than a maximum of sixty-five (65) minutes. (1989)
- B. The Principal shall consider and study all written recommendations submitted by the committee to him. Should the Principal decide not to adopt any such recommendations, then he shall communicate the reason(s) for not doing so to the appropriate committee chairman.

ARTICLE XIV  
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 Principal, 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 Administrative Principal, sick leave may be granted to cover said absence for such purpose for a period of two (2) consecutive days.
4. Part time teachers sick leave time will be computed at per cent of full time, times (x) twenty (20) half days.

B. CREDIT FOR OUT OF DISTRICT SICK LEAVE

1. 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.
2. The accumulation of sick leave days from another district shall be credited upon receipt by the Board, of a written statement signed by the Secretary of the Board of Education of the last school district in which the teacher was employed, stating the number of unused sick leave days to which the teacher was entitled upon leaving the previous district, at the rate of 5 days per year of in-district service, to commence at the beginning of the second year.

C. SICK LEAVE DUE TO INJURY

1. Whenever a teacher is absent from his 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**

1. 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 each teacher absent four (4) or less days, excluding approved workshops.

**ARTICLE XV  
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 Principal for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergency), and the applicant for such leave, shall be required to state the reason and for taking such leave. Such leave may not be granted contiguous to any of the legal holidays or scheduled school vacation periods.
  2. (a) Four (4) days shall be granted in case of death of teacher's parents, spouse, children, brothers and sisters. (1986)  
(b) 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 and grandchild, mother-in-law, father-in-law, brother-in-law or 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 XVI  
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, involuntary 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 regular salary and the pay he 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 were actively employed by the Board during said leave and shall be placed on the salary schedule at the level he would have achieved had he not been absent.
  2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he 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 Principal.
- D. All extension or renewal of leave shall be applied for in writing; and if granted, be in written form.

ARTICLE XVII  
SABBATICAL LEAVE

- A. A sabbatical leave shall be granted to a teacher by the Board for study for one (1) academic year or one-half (1/2) academic year, in an accredited institution of learning. The teacher shall be enrolled in a regular degree program and bear an equivalent load of eighteen (18) credits for a full year or nine (9) credits for the half year.

SABBATICAL LEAVE SHALL BE GRANTED SUBJECT TO THE FOLLOWING:

1. The teacher has completed seven (7) consecutive school years of service in the schools of Oldmans Township.
2. A teacher granted leave pursuant to Section A and B above shall receive one-half (50%) of his annual salary for a one (1) academic year of sabbatical leave.
3. A teacher granted leave pursuant to Section A or B above shall receive one-fourth (1/4), (25%), of his annual salary for a one-half academic year of sabbatical leave.
4. A teacher granted sabbatical leave shall agree to continue in the service of the Board for a period of two (2) years after the expiration of said leave; failing to do so, the teacher shall refund to the Board on a prorated basis, any and/or all compensation paid him by the Board, during sabbatical leave.
5. A request for sabbatical leave shall be submitted, in writing to the principal before contracts are offered for the coming year. A written statement shall accompany the request, stating the purpose of leave, plan of activity to be pursued, the time involved, and the anticipated value of the experience to the teacher and the Oldmans Township School System.
6. Request for sabbatical leave will be considered by a committee composed of the Principal, the Board's instructional Committee, and the President of the Association, the committee shall make a recommendation to the Board. Sabbatical leave will be limited to one (1) per year. Should more than one (1) teacher request leave for a given year, priority shall be given to the teacher with seniority of continuous service in the Oldmans School District.
7. Upon return from sabbatical leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the Oldmans Township School District during the period of his absence and is eligible for promotion.
8. Regular deductions for the Teacher's Pension and Annuity Fund and such other deductions required by the Law or authorized by the teacher shall be made from the compensation granted by the Board for the purpose of said leave.

ARTICLE XVIII  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to the following:

1. To reimburse the teacher seventy five (\$75.00) dollars per semester credits earned. The credits earned shall be in academic work or courses having meaningful application to the position held by the teacher as determined by the Principal and the Board. (1984)
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 Principal 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 "C" or the equivalent is required for reimbursement purposes.
5. The teachers are limited to a total of \$4,600 per annum. (1986)

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

C. Reimbursement shall be paid, after regular meetings of the Board of Education in these months:

1. September for the Summer Semester --- February for the Fall Semester --- July for the Spring Semester.
2. Provided the certification of Grades in a course is submitted to the Board prior to its regular meetings these three months.

D. This article does not apply to Article XVII, preceding.

E. ACADEMIC CAPABILITIES

1. The Board of Education will attempt to provide for staff inservice 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, thru outside reading, inservice training and workshops.

3. In each three (3) year period, beginning 84-85, all teachers shall be required to take forty-five (45) hours of classwork to enhance their professional skills. Such classwork must be approved, prior to enrollment, by the C.S.A. and the Board of Education. Such 45 hours can be in the form of workshops, training sessions, and/or a three (3) credit college or university course, as approved by the C.S.A. All tuition, textbooks and fees would be paid up to \$4,600 (see XVIII,A.5.). If the allotment was totally expended in 84-85, the tuition may be applied for in 85-86.

ARTICLE XIX  
INSURANCE PROTECTION

- A. The Board shall continue to provide Health Care Insurance for each teacher. The Board shall pay the full premium for each teacher under a full school year or twelve (12) month Contract.

All Health Care Insurance will be the New Jersey Public Employees Health Benefits Program, or a program equal to the State Plan with a change to be negotiated through a joint committee of the Oldmans Board of Education and the OTEA. (1989)

- B. The Board shall pay, in addition to single coverage, as specified in Section A:

EITHER: (1) up to 100% family coverage in Blue Cross, Shield, or  
(2) the first \$200 per annum of Washington National premium or equal monetary coverage (1982)

- C. The Board will provide a \$1.00 Co-pay prescription drug plan for employees and eligible dependents. The total dollar amount paid by the Board for this plan shall not exceed \$12,500 per year. If this dollar amount must be exceeded, those with family coverage shall pay the difference. (1989)
- D. The Board will reimburse each teacher \$350 per year, cumulative to a maximum of \$700 for a two (2) year period for any medical costs incurred by the teacher and/or dependents (family coverage) for dental, optical or medical care which is not reimbursable under any other insurance policy provided. The teacher is required to provide receipted bills and evidence that reimbursement has been claimed and denied under any other insurance policies provided. Bills to the Board Secretary for services rendered July 1 to December 31 to be submitted by January 31 for payment by February 28, and January 1 to June 30 to be submitted by July 31 for payment by August 31. (1989)
- 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,B,C, above) 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.

ARTICLE XX  
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, 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 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 S.C.S.E.F.C.U. once a month for 10 months. New or and/or modified employee deductions will be submitted to the Board Secretary, on O.T.A. devised forms.

The Association Treasurer will receive a total check for all enrolled employees to deposit with the C.U. once a month after signing for the check. The Association Treasurer or his designee will be the ----- O.T.A.-C.U. liaison person.

- 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 XXI  
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 durations, 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 Pedricktown Public School, P.O. Box 208.
  - 2. If by Board, to Association at Pedricktown Public School, P.O. Box 208.
- 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.
- E. Contract negotiations to be limited at the next negotiations to salary plus two (2) other items for each party. (1989)







ARTICLE XXII  
DURATION OF AGREEMENT

This three year Agreement and three year salary schedules shall be in effect September 1, 1989 and shall remain in effect until August 31, 1992.

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.

If the parties have not reached Agreement on or before June 30th, all the provisions of the Agreement shall continue in effect.

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

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ASSOCIATION PRESIDENT

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BOARD SECRETARY

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ASSOCIATION SECRETARY

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