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AGREEMENT BETWEEN

THE MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION

AND

THE MIDDLETOWN TOWNSHIP BOARD OF EDUCATION

1984-1987

X July 1, 1984 - June 30, 1987

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ARTICLE I RECOGNITION

1.1 The Board of Education agrees to and hereby does recognize the Middletown Township Education Association as the exclusive and sole representative for collective negotiations for all professional employees of the Board with the exception of administrators and supervisors pursuant to N.J.S. 34:13A-1 et seq. as amended.

1.2 The Board of Education of the Township of Middletown, Monmouth County, agrees to recognize the Middletown Township Education Association as the exclusive and sole bargaining agent and representative of the secretaries employed by the Board of Education, exclusive of confidential secretaries. Confidential secretaries are defined as the Secretary to the Superintendent and the Secretary to the Board Secretary.

1.3 Unless otherwise indicated, the word "secretary" as used herein shall refer to all secretarial and clerical employees employed by the Middletown Township Board of Education.

ARTICLE II DURATION OF AGREEMENT

2.1 This Agreement shall remain in full force and effect for three (3) years from July 1, 1984, and thereafter until the expiration of ninety (90) days following the written notice by either party to the other party of its desire to terminate or to effect changes by amendment.

2.2 In the event of termination of this Agreement by either party, the parties agree to meet in formal negotiations not later than thirty (30) days following receipt of the notice of termination. All or part of the terminated Agreement may be extended by consent of both parties pending negotiation of a new Agreement.

2.3 By mutual consent of the parties, this Agreement may be opened for amendment.

2.4 Any request for amendment from either party shall be in writing and shall include a summary of the amendment(s) proposed. Within thirty (30) days of receipt of such request representatives of the Board and the Association shall meet to discuss; if the Agreement should be opened as requested, and if opening is agreed, the negotiation of the proposed amendment(s) shall begin immediately.

2.5 The effective date of all amendments so negotiated shall be included in the language of the agreed Amendment, and such Amendment(s) shall remain in effect until modified, suspended, or cancelled by written concurrence of both parties, or until termination of the basic Agreement.

2.6 The Board agrees to reopen negotiations on salaries and fringe benefits and permit amendments to this agreement whenever state funds have been appropriated for Current Expense spending in excess of those previously anticipated for any year covered by this agreement, provided the amount to be received from such appropriation by the Board equals or exceeds two and one half per cent (2 1/2%) of the Current Expense budget for any such year.

2.7 Should legislation be enacted which substantially changes the method of financing public schools, any funds which are received by the Board from the State of New Jersey as the result of said change shall not be computed in calculating the aforementioned two and one half per cent (2 1/2%), unless said monies would equal the amount referred to in Section 2.6 of this Article as computed in accord with the previous method of financing.

ARTICLE III COMPENSATION

3.1 The salaries of all employees as recognized in Article I of this Agreement are set forth in "Schedule A" which is attached hereto and is made a part hereof.

3.2 Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments: on or before the fifteenth (15th) and on or before the final day of each month. Ten month secretarial salaries shall be computed at 81% of twelve month secretarial salaries, exclusive of longevity. Longevity steps for secretaries and teachers shall be paid upon completion of 15, 19, and 24 years of credited educational service as provided in "Schedule A".

3.3 Employees may individually elect to have ten per cent (10%) or more of their salary deducted from their pay. These monies are to be forwarded by the Board Secretary to the Mon-OC Teachers Federal Credit Union for deposit in the employee's personal account.

3.4 Employees may individually elect to participate in tax

shelter annuity programs through the recognized broker, and also may elect to deposit with a teachers' service organization, through Automatic payroll deduction. These monies shall be forwarded to a tax shelter broker, i.e. TSA Programs and to a teachers' service organization for appropriate deposit to the employee's personal account.

3.5 When a payday falls on or during a school holiday, vacation, or weekend, employees will receive their paychecks on the last working day preceding such holiday, vacation, or weekend. Employees shall receive their final paychecks and the pay schedule for the following year on the last workday of the school year.

3.6 Any employee authorized by the Board to render service for the Board beyond the regular work hours and work year as provided in Articles XVIII and XIX respectively shall be compensated pro-rata in accord with the proper salary as provided in "Schedule A", unless specified to the contrary elsewhere in the Agreement. Summer payment for grant-funded instructional programs shall be limited to the lesser of the amount provided in the grant or the amount determined by using the existing formula.

3.7 All such authorization for additional service shall be in writing indicating date of approval. Such authorization signed by any member of the Administrative/Supervisory Staff shall be understood as binding the Board to payment. It shall be the responsibility of the employee to file vouchers for such compensation. Vouchers shall be available through each assignment location. The Board shall make payment on such vouchers in twenty-five (25) days or less.

3.8 Compensation for use of the employee's personal automobile for travel necessary to his/her employment shall be twenty-two cents (\$.22) per mile.

ARTICLE IV INSURANCE PROTECTION

4.1 It is recognized that the Board has the right to select health and dental carriers provided there is no reduction in benefits. The employee and his/her dependents shall be provided without cost Connecticut General Life Insurance Company Hospitalization and Major Medical health benefit in accord with the group plan policy, number 0429123-01 dated July 1, 1978.

4.2 The employee and his/her dependents shall be provided

without cost Connecticut General Life Insurance Company Dental coverage in accord with group plan policy number 0429123-02 effective July 1, 1979, as amended to provide greater patient benefits effective January 1, 1985.

4.3 The Board will provide family prescription coverage effective in 1986-87 with the cost to the Board capped at \$150.00 per employee and with the co-payment to be determined based upon costs at that time within the framework of the \$150 per employee limit.

4.4 The Board will provide Hospitalization plus Major Medical Health Benefit coverage for an employee for one year after the effective date of his/her retirement.

4.5 The aforementioned insurance coverage shall become effective for new employees as soon as possible in accordance with the terms of the respective policies. The Board shall make payment of insurance premiums for new employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.

4.6 The Board agrees that should a tenure employee's employment terminate at the end of the school year, it shall continue in force the insurance coverage provided herein for the months of July and August.

4.7. The Board shall make available to the Association a sufficient number of brochures printed by the health insurance carrier which explain the health care provided in this Article.

ARTICLE V NEGOTIATING COMMITTEES

5.1 The Board and the Association shall determine the constitution of their respective negotiating teams and shall individually and freely determine which members shall sit at the bargaining table. Both parties shall exercise the right to maintain such free determination throughout the negotiating process.

5.2 The limitations in negotiating committee membership shall not restrict either party in its use of consultants or professional negotiators who are permitted to attend meetings between the two committees. These consultants may be lay, professional, or educational.

5.3 The parties agree that neither shall exercise control over who shall serve on the negotiating committee of the other. However, the parties recognize that on occasion it may be desirable to have Board members available during negotiations.

ARTICLE VI MEETINGS

6.1 The Board negotiating committee and the Association negotiating committee agree to meet jointly on a mutually agreed upon date.

6.2 The Board negotiating committee or the Association negotiating committee may call a joint meeting of the two committees by requesting the joint meeting in written form bearing the same date the request is presented and affixing an agenda for the joint meeting to the written request.

6.3 Should the Board negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the President of the Association, and seven copies of each to the Chairman of the Association negotiating committee.

6.4 Should the Association negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the Superintendent of Schools and seven (7) copies of each to the Board Secretary.

6.5 Any joint meeting requested in the manner described above shall take place no later than fifteen (15) days following the date the request is made, exclusive of weekends and the Board designated holidays. Following each joint meeting a written summary of the agreements shall be prepared. This summary shall specifically identify each item upon which agreement has been reached.

6.6 Nothing in this Article shall preclude the two committees from agreeing in joint meeting to the time and date of the next joint meeting. Should this occur the procedure outlined above need not be followed.

6.7 The Board, or any committee thereof, and the Association's Executive Committee, or any subcommittee thereof, upon request of either party, shall meet on mutually acceptable dates.

ARTICLE VII EXCHANGE OF INFORMATION

7.1 There shall be upon request of either committee a mutual exchange of available financial information relating to the resources of the school district and other available information that may be helpful in resolving problems of mutual concern.

7.2 The Board will also make available to the Association:
Agenda of all meetings regardless of proposed formal action or not, except such information regarded as confidential under the Sunshine Law; summary of all workshop meetings; tentative line item budget; planned program budget; previous year's operating budget, subsequent to acceptance of the annual audit; description of the staff by educational attainment, experience, and regular and additional compensation.

7.3 The Board agrees to furnish information concerning planned or foreseen changes in those areas which would affect the employees in the unit.

ARTICLE VIII GRIEVANCE PROCEDURE

DEFINITIONS:

8.1 A grievance shall mean a bona fide allegation of a violation of this agreement or Board policy, or procedure affecting terms and conditions of employment.

8.2 The following matters shall not be the basis of any grievance filed under this article:

a. Any rule or regulation of the State Department of Education having the force and effect of law.

b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.

c. Any matter which according to law is beyond the scope of Board authority.

d. Any matter which according to law is exclusively within the discretion of the Board.

e. Any matter for which a method of review is otherwise specifically provided by law.

f. Any matter reserved for the Commissioner of Education's jurisdiction pursuant to N.J.S. 18A:6-9.

g. Any matter which does not identify that portion of the agreement, or Board policy, or procedure which was allegedly violated.

8.3 Grievant shall mean an employee believing to have been, or to be grieved, or the Association in those instances provided for in 8.12 and 8.13 below. Should the Association grieve on the behalf of an individual grievant, the latter must comply with the provisions of 8.20 below.

8.4 Immediate Superior on the High School or Junior High School level shall mean the High School or Junior High School Principal, Assistant Principal, or Department Supervisor where one exists. On the Elementary level, immediate Superior shall mean the Building Principal, Assistant Building Principal, or Instructional Supervisor (if the grievance involves instruction).

8.5 Principal shall mean the Building Principal or such other person duly appointed to act as principal in the Principal's absence.

8.6 Superintendent shall mean the Superintendent of Schools or any Staff Assistant he may designate to work on his behalf.

PRINCIPLES:

8.7 A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than fifteen (15) calendar days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

8.8 A grievant may present and process his grievance personally or through an appropriate representative. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own

representative present.

8.9 No reprisals shall be taken by the Board or Administration against any employee because he utilized the grievance procedure.

8.10 Should a grievance result from action by the Superintendent or the Board, a grievant may present his grievance initially as provided in 8.19.

8.11 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

8.12 Grievances arising from actions other than those of the immediate superior (Administrator) or where such action is a public action of the Board may be initiated and processed with the Board as provided in 8.19.

8.13 If the alleged violation of the agreement is attributable to concerted action of the administrators in the district, or attributable to an Administrator not limited to functioning in one building, or to the office of the Superintendent, or to the Board directly, then the Association shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violation.

8.14 The Association's right to grieve provides for the enforcement and administration of its agreement with the Board and does not intend violation of the individual's rights under law.

PROCEDURE:

8.15 A grievant may initially discuss the matter, identified as a grievance, with his immediate Superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 8.7.

8.16 A grievant may file a grievance in writing by presenting the written grievance to his principal and forwarding copies to the Superintendent and the Professional Rights and Responsibilities Committee.

8.17 The grievant and his principal shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it was filed.

8.18 The Principal shall communicate his decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the Middletown Township Education Association.

8.19 If the grievance has not been resolved at the initial step (Principal-immediate superior), the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the principal-immediate superior's decision, or if no such decision has been communicated, then not later than five (5) school days following the expiration of the five (5) school days period provided in 8.18. The grievance procedure for secretaries shall commence with the Board or its designee.

8.20 There shall be attached to any request for a hearing with the Board or its representatives an authorization and consent signed by the grievant expressly authorizing the Association to act on his behalf, and expressly consenting that any and all matters discussed with the representatives of the Association shall be considered privileged, and that the Board and the Association in discussing such matters are doing so at the grievant's expressed request and shall be free of any liability whatsoever arising from such discussion or as a consequence thereof. Should the Association at this time decide that it wants to identify with the individual grievant as a party to the grievance in the processing of same, it shall do so by notifying the Board in writing prior to the time the hearing takes place between the Board and the grievant. Should the Association so notify the Board, it shall have the same rights as an individual grievant in the continued processing of the grievance.

8.21 The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three (3) representatives present when his grievance is reviewed by the Board or its representatives.

8.22 The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the

Middletown Township Education Association.

8.23 Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE IX ARBITRATION

9.1 Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may have the grievance arbitrated. No grievance shall be arbitrated if the request for arbitration is made later than ten (10) school days following the rendering of the Board's decision on the grievance. Request for arbitration shall be made in written form and forwarded to the arbitrator named herein, by certified mail-return receipt requested. A copy of said request shall be simultaneously forwarded to the Board or its representatives.

9.2 The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of the transmission of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement, Board Policy, procedures, and shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement, Board Policy, procedures, or of applicable Law or Rules or Regulations having the force and effect of Law, and without power or authority to limit or interfere in any way with the powers, duties and responsibilities of the Board under applicable Law, and Rules and Regulations having the force and effect of Law.

9.3 The arbitrator's fee shall be shared equally by the parties to the dispute.

9.4 The filing or pendency of any grievance under the provisions of this article or of Article VIII shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decision of the arbitrator.

9.5 The arbitrator, in his discretion, shall have the authority to decide:

a. Whether the allegation of a violation of the agreement is bona fide,

b. Whether the allegation of a violation of the agreement has a basis or whether it falls within the provisions of 8.1 and 8.2 of Article VIII.

c. Whether the grievance is arbitrable,

d. The merits of the grievance.

9.6 Should the arbitrator find that the allegation of the violation of the agreement is not bona fide or that the grievance is without basis or that the grievance is not otherwise arbitrable then, and in that event, the Board's decision on the grievance shall be binding on the parties.

9.7 Should the contrary be found the arbitrator's decision shall be binding on the parties.

9.8 In the event that an arbitrator is required, a request for a panel of arbitrators shall be submitted to PERC.

ARTICLE X PERSONAL DAYS OF ABSENCE

10.1 Three days of absence for urgent personal need or urgent personal business shall be allowed with full pay. Except in cases of emergency, application to the Superintendent through the principal for such personal leave shall be made at least two (2) days (48 hours) prior to the commencement of such leave. The applicant shall be required to state a reason for requesting one of the days. During the months of December and June reasons shall be required for all personal days requested.

10.2 No request for personal days shall be granted for the two days immediately preceding or two days immediately following a regularly scheduled school holiday except that a personal day of absence may be used for religious purposes on either of the two days immediately preceding or immediately following a regularly scheduled school holiday.

10.3 In cases of extenuating circumstances, personal leave meeting the provisions of 10.1 above, but subject to the restrictions of 10.2 shall be considered for approval.

10.4 If in the event of an emergency, such as flooding or severe weather conditions, an employee is prevented from arriving at school he shall, as soon as possible follow the prescribed procedure for reporting an absence. The decision as to whether an emergency day of absence will be granted shall be at the sole discretion of the Superintendent or his designee. Such discretion shall not be exercised arbitrarily or capriciously. An approved absence shall not be charged to the employee as a personal day of absence.

10.5 Each employee's unused personal days shall be added to said employee's accumulated sick leave at the end of each school year.

10.6 Up to five work days for personal business shall be considered for approval without pay one time in any school year.

10.7 Personal days with pay, and personal business days, without pay, may be combined and used consecutively to a maximum of five (5).

10.8 Secretaries shall not be required to report to work on days that schools are closed to students due to inclement weather and they shall be paid the amount they would have received had they worked on such days.

10.9 Any secretarial employee shall be granted time off with pay to attend the New Jersey Education Association Convention. Proof of attendance must be furnished.

ARTICLE XI A TEMPORARY LEAVES OF ABSENCE--PROFESSIONAL EMPLOYEES

11.1 a. Professional employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year, not chargeable to sick leave or personal days. Such leaves shall be in addition to any sick leave to which the employee is entitled.

11.2 a. Reasonable time, in the judgement of the Superintendent, shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

11.3 a. Reasonable time, in the judgement of the Superintendent, shall be granted for representatives of the Association to attend conferences and conventions of state

and national affiliated organizations.

11.4 a. Time necessary for appearances in any legal proceeding which arises out of or in the course of the professional employee's employment or in other legal proceedings if the professional employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

11.5 a. Up to five (5) school days shall be granted in the event of death of the professional employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.

11.6 a. Professional employees shall be granted up to one (1) school day in the event of the death of the professional employee's friend or relative outside the professional employee's immediate family as defined in 11.5 a. herein. At the discretion of the Superintendent this time may be extended due to necessary travel requirements.

11.7 a. In the event of the death of a professional employee or student in the Middletown Township School District, the principal or immediate superior of said professional employee or student shall grant an appropriate number of employees sufficient time off to attend the funeral. The number of employees excused shall not exceed one from each department if the excused employees are in the secondary schools or one from each grade level if the excused employees are in the elementary schools.

11.8 a. Time necessary, in the judgement of the Superintendent, at the end of the school year or at the beginning of a school year shall be granted as may be required to attend summer school classes or to travel to the place where such classes are held.

11.9 a. Up to five (5) school days for a tenure professional employee for the purpose of marriage, and one (1) school day for the purpose of marriage for a non-tenure professional employee shall be granted.

11.10a. Any professional employee who is a member of the reserve forces of any branch of the military or national

guard shall be entitled to leave of absence from his respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor or the President of the United States; provided that leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year.

11.11a. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XIB LEAVES OF ABSENCE--SECRETARIAL EMPLOYEES

11.1b. An employee who expects to be absent on a given day must notify that employee's immediate superior as defined in Article VIII of this agreement as soon as possible, but not later than 7:30 A.M. on the day she is to be absent. Whenever possible, the proper person should be notified the previous day. The person notified will then follow the regular procedure regarding substitutes.

11.2b. Should leave of absence for any reason be granted an employee, it shall be necessary for such employee to notify the Central Office Administrator on or before April 1 prior to expiration of such leave that said employee intends to return to her former position. In the event the Central Office Administrator is not so notified, the Board shall have no obligation to return said employee to her employment.

11.3b. Employees with tenure may be granted special leaves for study, travel or other reasons approved by the Board. Such leave will be without pay. However such leave may not exceed one school year and the Board reserves the right to determine the number of employees who may be granted such leave in any one year. Such leave can only be obtained once every ten years. Request for such leave must be received by the Board no later than May 1 of the year preceding the year for which the leave is to be granted.

11.4b. Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Central Administration Office and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of the employee's personal Worker's

Compensation claim. Such absences shall be without pay.

11.5b. Should an employee be a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

11.6b. Should an employee be required to serve on jury duty, the Central Office Administrator shall be notified and said employee shall suffer no loss of pay or time while so serving.

11.7b. Military Leave without pay shall be granted for a period not to exceed one year, to any employee who is inducted or enlists in any branch of the Armed Forces of the United States.

11.8b. Employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.

11.9b. In cases of still birth or upon recommendation of the Central Office Administrator and approval of the Board, an employee may leave at a later date or return at an earlier date than originally requested.

11.10b. No employee on maternity leave, on the basis of said leave, shall be denied the opportunity to substitute in the Middletown Township School district in their area of competence.

11.11b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

11.12b. Upon return from leave granted pursuant to paragraphs 11.3b, 11.7b, 11.8b or 11.11b of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary scale at the level to have been achieved without being absent provided, however, that the time spent on leave shall not count toward the fulfillment of time requirements for attaining tenure nor shall the time earn increment credit.

11.13b. All benefits to which an employee was entitled at the time the leave of absence commenced, including

accumulated sick leave and vacation time, shall be restored to the employee upon return.

11.14b. Up to five school days shall be granted in the event of death of the secretarial employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.

11.15b. Employees shall be granted up to one (1) work day in the event of the death of the employee's friend or relative outside the employee's immediate family as defined in 11.14b herein. At the discretion of the Central Office Administration this time may be extended due to necessary travel requirements.

11.16b. In the event of the death of a fellow employee in the Middletown Township School District, the Business Administrator shall grant an appropriate number of employees sufficient time off to attend the funeral.

11.17b. Up to five (5) work days for a tenure employee for the purpose of marriage, and one (1) work day for the purpose of marriage for a non-tenure employee shall be granted.

11.18b. Absence for religious holiday other than specified by law may be allowed by permission of the Central Office Administrator. If such absence is allowed, it shall be without pay. Personal days may be used for this purpose.

11.19b. All applications for Leaves of Absence, extension, or renewals of leaves shall be made by April, whenever possible but in any event not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteenn (14) days prior to the effective date of such leaves.

11.20b. All leaves of absence, extensions, or renewal of leaves shall be applied for and answered in writing.

11.21b. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XIIIA HOLIDAYS--SECRETARIAL EMPLOYEES

12.1 a. All employees shall observe the working calendar (12

months/10 months) as approved by the Board. The Board shall prepare such calendar in consultation with the Association.

12.2 a. All holidays shall be with pay and any holiday which falls within an approved vacation for any employee shall be compensated by an additional day for vacation or by an additional day's wages in accord with the request of the employee.

ARTICLE XIIB EXTENDED LEAVES OF ABSENCE--PROFESSIONAL EMPLOYEES

12.1 b. The Board agrees that no more than two professional employees designated by the Association shall, upon written request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.

12.2 b. A leave of absence without pay for no longer than two (2) years shall be granted to any professional employee, upon written request, who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.

12.3 b. A professional employee on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

12.4 b. Military leave without pay shall be granted for a period not to extend beyond four (4) years, to any professional employee who is inducted or enlists in any branch of the Armed Forces of the United States.

12.5 b. Should the spouse of a professional employee who is inducted or enlists also be a professional employee within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the professional employee in military service as outlined in paragraph 12.12b. of this Article shall not accrue to the spouse during the leave of absence.

12.6 b. Professional employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.

12.7 b. In cases of stillbirth or upon the recommendation of

Superintendent and approval of the Board a professional employee may leave at a later date, or return at an earlier date than the original request indicated.

12.8 b. No professional employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Middletown Township School District in the area of certification or competence.

12.9 b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the professional employee's immediate family. Additional leave may be granted at the discretion of the Board.

12.10b. The Board shall grant a leave of absence without pay to any professional employee to campaign for or serve in a public office, or to campaign for a candidate for public office other than himself.

12.11b. Other leaves of absence without pay may be granted by the Board for good reasons.

12.12b. Upon return from leave granted pursuant to paragraphs 12.1b., 12.2b., 12.3b., or 12.4b. of this Article, a professional employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for attaining tenure. A professional employee shall not receive increment credit for time spent on leave granted pursuant to paragraphs 12.6b., 12.7b., 12.8b., 12.9b., 12.10b., 12.11b. of this Article, nor shall such time count toward the fulfillment of the time requirements for attaining tenure.

12.13b. All benefits to which a professional employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, 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 or, if not, to a substantially equivalent position. In the event the request for a leave of absence is less than for a full school year, the person shall be assigned to the same position, a substantially equivalent position, or as a permanent substitute. If the leave of absence is less than

60 days, within a school year, the staff member shall return to the same position.

12.14b. All applications for leaves of absence, extensions, or renewals of leaves shall be made by April 1, wherever possible but, in any event, not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leaves.

12.15b. All leaves of absence, extensions, or renewals of leaves shall be applied for and answered in writing.

ARTICLE XIII SICK LEAVE

13.1 As of September 1, 1976 each employee shall be entitled to (10) days of sick leave and all accumulated days from previous years as officially recorded, for personal illness or injury including visits to doctors, dentists, and other medical practitioners for the purpose of examination and/or treatment, as of the first official day of each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

13.2 Effective with the start of the 1985-86 school year, the Board shall grant payment for unused sick leave to a unit member who retires pursuant to the provisions of TPAF or PERS who has worked a minimum of 15 years in the district. The payment is to be in the amount of \$20 per day for teachers and \$10 per day for secretaries for a maximum of 150 days and with a maximum payment of \$3000 for teachers and \$1500 for secretaries.

13.3 Whenever a tenure employee has exhausted his present school year and accumulated sick leave, and has applied and exhausted as sick leave, all of his unused personal days of absence, and a physician certifies that because of illness or accident he is unable to return to work, he shall be permitted to remain on sick leave with full pay for a period of days not to exceed in number the sick leave days which the employee would ordinarily accumulate during the school year next following; provided the employee's accumulated sick leave is exhausted or shall become exhausted as the result of his being absent because of illness or accident for at least seven (7) consecutive days. Any sick leave used by the employee beyond that which he has accumulated shall be chargeable against the employee's sick leave

which would ordinarily accumulate in the school year next following the school year in which his sick leave was exhausted.

13.4 An employee may be allowed a maximum of five (5) school days in any one (1) year with full pay because of illness within the immediate family to be subtracted from his sick leave days.

13.5 The total number of days of sick leave that may be used by an employee in any one school year shall be the current annual sick leave allowance of ten (10) working days for those employed on a ten (10) month basis, eleven (11) working days for those employed on an eleven month basis, and twelve (12) working days for those employed on a twelve month basis, plus the accumulated reserve.

13.6 Any employee within the negotiating unit who is employed after the opening day of school shall be credited with ten (10) days of sick leave according to law for that school year.

13.7 At the beginning of a employee's term of employment each year, and regardless of the time of beginning actual service, each employee shall have immediately available for use sick leave allowance for that year as defined above.

13.8 Absences on sick leave shall be charged first to the annual allowance of an employee until it is fully utilized and thereafter to the accumulated credit.

13.9 When any employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board. Such cases may be considered for establishing a new allowable sick leave for the following year.

13.10 In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave.

13.11 When quarantine is not because of personal illness but results from illness within the employee's immediate household, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Superintendent. When the quarantine is

because of personal illness, paragraph 13.1 of this article shall apply.

13.12 No employee shall lose his accumulated allowance of unused sick leave by reason of having been on leave of absence, nor shall the employee accumulate sick leave while on leave of absence.

ARTICLE XIVA SABBATICAL LEAVE

14.1 a. Sabbatical leave shall be granted to a professional employee by the Board to meet objectives of the school district. This may include study, including study in another area of specialization, travel, and other reasons of value to the school system subject to the following conditions set forth herein.

14.2 a. The professional employee shall have completed at least seven (7) full school years of service in the Middletown Township School District, and be completely and thoroughly trained and certificated for the teaching situation he now holds.

14.3 a. A professional employee may not be granted a sabbatical leave more often than once every seven (7) years.

14.4 a. If there are sufficient qualified applicants, sabbatical leaves shall be granted, to a minimum of two, or one-half of the applicants, in any one school year whichever is less, at any one time.

14.5 a. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed upon by the Association and the Superintendent, no later than November 15th, and action must be taken to approve or disapprove not later than March 15 of the year preceding the school year for which the sabbatical leave is requested. Granting of the requested sabbatical leave shall be within the discretion of the Board, however, same shall not be arbitrarily or capriciously withheld. The request shall be accompanied by a written plan outlining how the sabbatical leave shall be used.

14.6 a. A professional employee on sabbatical leave shall be paid at one-half (1/2) his regular salary for the duration of said leave, subject to paragraph 14.8 a. of this article. A Sabbatical Leave may be taken for a period of one school year or one-half (1/2) school year.

14.7 a. Salary payments will be made on the same basis as the regular staff payroll, unless a request for payment at less frequent intervals is made. In no event shall such payment be advanced.

14.8 a. When Sabbatical Leave is acquired for a National Science Foundation or other institutional grant, monies received from the foundation or institution, plus sabbatical leave monies from the Board, shall not exceed in total amount the professional employee's full contracted salary. Should monies from all the above sources exceed the professional employee's full contracted salary, payments by the Board shall be reduced in order that the professional employee will not receive more than his full contract salary.

14.9 a. Expense monies provided by a foundation or an institution while a professional employee is on sabbatical leave for a sponsored year by such foundation or institution will not be counted as salary monies.

14.10a. Full pension payment on the full contract salary must be paid by the professional employee on sabbatical leave to sustain full pension benefits.

14.11a. Upon return from sabbatical leave a professional employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed during the period of absence.

14.12a. It is expected that any professional employee who has taken sabbatical leave will upon completion of such leave remain as a professional employee within the Middletown Township School district for a period of no less than two (2) school years. Before any sabbatical leave is granted the professional employee shall enter into a written agreement with the Board which shall provide for reimbursement to the Board should the professional employee not remain within the Middletown Township School district as a professional employee for two (2) school years following the sabbatical leave. The Board may, depending upon circumstances, waive the requirement of reimbursement or any part thereof. However, it is understood that if the professional employee were unable to continue his employment for the expected two (2) year period following a sabbatical leave due to reasons of health, he would not be required to reimburse the Board for monies paid while absent on sabbatical leave.

ARTICLE XIV B VACATIONS FOR SECRETARIAL EMPLOYEES

14.1 b. Vacations apply only to twelve month employees.

14.2 b. Vacations shall not be used to extend weekends and every effort shall be made to plan for a minimum of five (5) day periods.

14.3 b. Vacations shall be taken during the regular vacation period between July 1 and August 30 except for extenuating circumstances. Requests for times during the school year will be given consideration by the Board or its designee. If the principal or immediate superior determines that the work load can be handled by others during a designated period during the school year, this determination shall be considered by the board or its designee in making the decision on vacation periods.

14.4 b. Paid vacation for twelve-month employees shall be:

a. Personnel employed less than one (1) year shall receive one (1) vacation day for every two (2) calendar months worked. Should a newly employed person begin work on a day other than the first work day of the month, then the calculation of the calendar months worked shall commence on the first calendar day of the month next following the first full month of employment.

b. At the conclusion of the first year and through the conclusion of the fifth year's employment--two weeks vacation.

c. At the conclusion of the sixth year and through the conclusion of the twelfth year--three weeks vacation.

d. At the conclusion of the thirteenth year and through the conclusion of the twentieth year's employment--four weeks vacation.

e. Over twenty years employment--one month vacation.

14.5 b. Any ten month employee who transfers to a twelve month position shall have that employee's total work time in the district converted to a twelve month per year basis and then placed on the appropriate year of the vacation schedule for twelve month employees.

14.6 b. Termination of services

a. In the event any said vacation time is accumulated at the time an employee's services terminate, the Board shall have the option to pay said employee her regular pay for the accumulated vacation days in lieu of vacation time.

b. In the event the employee terminates her services without giving sixty (60) days notice, the Board shall have no obligation to pay for the unused vacation days.

c. The aforementioned notice limitations may be reduced or waived at the discretion of the Board.

ARTICLE XV DEDUCTIONS FOR DUES AND REPRESENTATION FEES

15.1 The Board agrees to deduct from the salaries of the employees, after a reasonable advance notice, dues for the Middletown Township Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Association Membership Coordinator by the 15th of each month. Official forms for withdrawal from APD for dues shall be issued by the Association only. The Board shall not issue formal Association Forms, nor accept certification of dues of the local association from any but the association which is party to this Agreement.

15.2 Representation Fee

A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee 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.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five per cent (85%) of the regular unified dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the salary check paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and transmission of monies to the Association will, as nearly as possible, be the same as those used for the deductions provided in paragraph 15.1 above.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision.

15.3 Nothing herein restricts the individual from the free exercise of rights under the Statute herein cited.

ARTICLE XVI EMPLOYEE RIGHTS

16.1 Pursuant to N.J.S. 34: 13a-1 et seq. as amended, the Board agrees that every employee of the Board shall have the right to freely join, organize and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising Governmental power under the Laws of the State of

New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S. 34:13A-1 et seq, as amended or other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

16.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws or other applicable laws or regulations. The right granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

16.3 Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

16.4 The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Middletown Township School District based upon his professional judgment of available criteria pertinent to any subject area or activity for which he is responsible. No grade shall be changed without prior consultation with the teacher.

16.5 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

16.6 Any question or criticism by a supervisor, administrator, or Board member of a employee and/or his instructional methodology shall be made in private. No employee shall criticize a supervisor, administrator, or Board member in the presence of students.

16.7 A secretary on tenure being involuntarily transferred or reassigned shall suffer no reduction in basic

compensation.

ARTICLE XVII ASSOCIATION RIGHTS

17.1 The Board agrees to furnish to the Association the agenda and minutes of public Board meetings. The Association will be furnished by the Board with a directory of all employees containing the names and addresses of all staff members.

17.2 No representative of the Association shall suffer loss in pay for participating in mutually agreed to negotiations during school hours.

17.3 Association members shall be permitted to use school buildings at reasonable hours for meeting purposes, provided the Board Secretary is notified one day in advance of the time and place of meetings.

17.4 Members of the Association shall be permitted to use school equipment at reasonable times when such equipment is not otherwise in use, provided the Association president has requested permission of the Board Secretary for such use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for the repairs necessitated as a result thereof.

17.5 The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge or teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in each school's central office for informational notices of the Association. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval for their posting shall be required.

17.6 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. The faculty representative shall be responsible for distribution within his school building including the right to place mail in the school mail boxes. All materials placed in the inter-school mail facilities by the Association shall be identified as Association material by having the Association name affixed thereto.

17.7 The Association shall be permitted to install and

maintain a telephone at its own expense, in a place mutually agreed upon with the Board.

17.8. The Association President shall not be assigned more than four teaching periods. Additionally the Association President and two (2) other employees whom the Association shall designate as Representatives, shall not be assigned non-teaching duties. The Association President shall be allowed forty (40) minutes released time. In the event of an elementary employee being designated President of the Association, the released time shall be continuous with the lunch period.

ARTICLE XVIII A TEACHER WORK YEAR

18.1.a. Prior to March 1st the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar as well as amendment thereof for good reason shall rest with the Board after consultation with the Association, subject to the right of the Association to seek clarification and make recommendations.

18.2 a. The school calendar for the years covered by this Agreement shall be as set forth in Schedule B.

18.3 a. The in-school work year for professional employees employed on a ten month basis (other than new personnel who may be required to attend an additional one for orientation) shall not exceed one hundred eighty-seven (187) days.

18.4 a. Days lost due to emergency conditions which reduce the number of school days below one hundred eighty (180) days shall be added to the school calendar to the extent of meeting a minimum of one hundred eighty (180) days.

ARTICLE XVIII B SECRETARIAL WORK YEAR

18.1 b. Twelve (12) month employees shall work the calendar adopted by the Board except as limited by other provisions of this Agreement.

18.2 b. Ten (10) month employees shall work a total of 200 days between August 15 and June 30. The days shall be established with the school calendar.

ARTICLE XIXA TEACHING HOURS AND TEACHING LOAD

19.1 a. All professional employees shall indicate their presence for duty by placing a check mark and their initials in the appropriate column of the faculty sign-in-roster. Any professional employees who arrive after the faculty sign-in-roster has been taken and collected must affix his signature and time of arrival to a separate sign-in-roster, which shall be provided in each building.

19.2 a. Except as provided elsewhere in this Agreement, the length of the school day, during which time the professional employee is subject to assignment by administration, shall not exceed six hours forty-five minutes. Schedule C which sets out teacher arrival and departure time, bus arrival and departure time and the beginning and ending of the student day is incorporated herein by reference.

19.3 a. Professional employees shall have a daily, duty-free lunch period of at least equal length to that of the students assigned to their charge.

19.4 a. Every professional employee shall plan lessons and teach course content within the guidelines of the curriculum or course of study. Such plans shall be in reasonable written form and shall be available for review at the request of the building principal or his administrative supervisory designee. Professional employees shall provide substitutes with daily, weekly and or alternate plans as needed. The obligation to provide a substitute plans beyond a period of five (5) days shall be waived in cases of absence continuing beyond five (5) days.

19.5 a. The Association agrees that professional employees shall be available for extra help for students when the student requires such help. The time spent by the professional employee in providing such help need not be of an unreasonable duration, and shall be scheduled at a time mutually agreeable to the student and teacher. The Association agrees that this obligation to provide extra help is part of the professional employee's work load.

19.6 a. Building based professional employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building, faculty or other professional meetings no more than eleven (11) days each year, scheduled no more than three (3) days in any one (1) month. Such meetings shall begin no later than fifteen (15) minutes after student

dismissal time and shall run no more than forty-five (45) minutes, except in cases of emergency involving the health and safety of students and/or professional employees. Three (3) of the meetings shall run no more than seventy-five (75) minutes.

19.7 a. Teachers may be required to attend no more than two (2) evening assignments or meetings each school year without compensation, these meetings do not include parent conferences. A stipend has been provided in Schedule D-2 for evening performances by elementary specialists.

19.8 a. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday, or other day upon which teacher attendance is not required in school, except in cases of emergency.

19.9 a. An Association Representative, upon request, shall be allowed to speak with the professional employees during any meeting referred to in 19.6 a. of this Article at a time mutually agreeable.

19.10a. The notice of and agenda for any meeting shall be given to the professional employees involved at least two (2) days prior to the meeting except in an emergency. Professional employees shall have the opportunity to suggest items for the agenda.

19.11a. In the event two (2) or more professional employees are assigned to teach the same subject and class within the same class period, such assignment shall constitute a full teaching period assignment for each within the meaning of this Article.

19.12a. A professional employee shall not be assigned an administrative detention or other assignment scheduled outside of the regular workday as provided in Schedule C attached, except said professional employee's schedule as provided in Schedule C attached be adjusted to permit assignment to administrative detention, or other administrative assignment to be completed within the regular six hour and forty-five minute workday. The assignment shall not deviate more than one hour from the Schedule C constraints, notice shall be given at least two weeks before the schedule change is to be implemented, and an administrator must be in the building for the duration of the scheduled assignment. A bona fide effort shall be made

to seek a volunteer before making the assignment. Said adjustment, prior to implementation, shall be approved by the office of the Superintendent with notice to the Association in writing.

19.13a. In cases where regular substitutes are not available after reasonable effort has been made to secure the same, regular teachers may be assigned as substitutes without additional compensation in lieu of their administrative assignments no more than two (2) occasions in any one work week. Each such assignment in excess of the two shall be compensated at the rate of 1/1400th of the respective annual salary for each instance. Professional preparation periods shall not be used as teaching periods.

19.14a. Professional employees participation in regular extra curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, wherever possible, and shall be compensated according to the provisions of Schedules D1, D2, and D3 attached hereto and made a part hereof.

19.15a. All positions on Schedules D1, D2, and D3 of this Agreement, and other positions of this type created by the Board, shall be filled by written appointment. If more than one candidate applies, those not appointed shall be notified in writing. No appointments to new positions created by the Board shall be made without prior negotiation with the Association concerning terms, conditions and salary.

19.16a. Assignment to a sixth teaching period shall be voluntary on the part of the professional employee and discretionary on the part of the Board. Said assignment shall be only in lieu of a regular administrative assignment, and shall in no way affect the negotiated professional preparation period as defined and provided within this Article. Such assignment shall be executed through the issuance of a special contract. The professional employee so assigned shall be compensated at the rate of 1/1400th of the annual salary for each period so assigned; or 1/28th of the annual salary for each marking period; or 1/14th of the annual salary for each semester; or 1/7th of the annual salary for each full year assignment. All benefits accruing under Articles X, XI, and XIII shall apply to the additional work load as to the regular work load.

19.17a.. All sixth period teaching assignments as provided

in 19.16a. of this Article shall be posted in the school buildings (except in emergency) in which they occur following approval of said sixth period teaching assignments by the Board of Education and prior to engaging the services of a professional employee. A sixth period assignment is an additional teaching assignment accepted voluntarily by a professional employee.

19.18a. Professional employees assigned to more than one (1) building during any one (1) school day shall not be assigned an administrative assignment during that day, and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.

19.19a.. A professional employee employed on a regular basis for a schedule of at least four (4) hours per day, or twenty (20) hours per week shall be compensated pro rata on the proper step of Schedule A attached, with all the benefits accruing thereto as a regular employee under all provisions of this Agreement. Travel between buildings in any one (1) work day shall be considered integral to the total hours worked and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.

19.20a. All full time professional employees shall be guaranteed a minimum of two hundred (200) minutes each week for professional preparation, scheduled no less than thirty (30) minutes each day and no more than sixty (60) minutes in any one (1) day, except as provided elsewhere in this Article. Professional preparation time shall include but not be limited to preparation for classes, maintaining records essential to particular assigned classes, and from time to time as jointly agreed between the teacher and parent to confer concerning the educational well-being of the student. The Administration shall schedule no item for inclusion in the professional preparation time agenda for any employee without prior mutual agreement with such employee.

19.21a. Alternate scheduling shall be drawn to maintain the employee professional time by use of one (1) of the following two (2) methods: by shortening each period equally throughout the day, or by applying the alternate scheduling to the students' schedule, but maintaining the employee in regular scheduling.

19.22a. Any employees assigned to serve in a training capacity for in-service or workshop meetings as defined in

19.42a. outside of the regular school day, where other employees are obligated only to attendance shall be compensated as per Article III, Paragraph 3.6.

19.23a. The daily teaching load in the Senior High Schools and the Junior High Schools shall be no more than five (5) teaching periods, one (1) professional preparation period equal in length to one (1) teaching period and one (1) administrative assignment which shall not exceed the length of one (1) teaching period. A provision is added to permit the administration to schedule, in lieu of the contracted administrative assignment provided in Article 19.23a., with the approval of the professional employee and upon written notice to the Association, a professionally related activity such as, but not limited to, tutoring small groups of students in a math laboratory, reading laboratory, and teacher-student advisor-advisee sessions.

19.24a. A homeroom period which exceeds a duration of twenty-two (22) minutes shall be considered a teaching period within the meaning of this Article, except for a maximum of ten (10) occasions in any one (1) school year. Such extended homeroom periods shall be with prior notification to the Association through the Association Representative of the building.

19.25a. Professional employees employed at the secondary level shall not be required to teach in more than two (2) department areas, and where practicable, shall not be required to sustain more than three (3) teaching preparations. A preparation, with the exception of the Industrial Arts, Home Economics and Physical Education courses, shall mean an assignment to teach within the established curriculum a particular course for which there has been developed a separate course of study for one-half year or one full year. To the extent that any professional employee is assigned four or more preparations, as defined above, the professional employee shall be relieved of his administrative assignment as provided in Article 19.23a..

19.26a.. A regular classroom teacher in the Junior and Senior High Schools shall not be required to change subject area teaching stations more than three (3) times in any one (1) day.

19.27a. Every effort shall be made so that secondary professional employees shall not be required to teach consecutively and continuously for more than three (3)

periods nor more than four (4) periods where double length periods are scheduled.

19.28a. Kindergarten: Each professional employee assigned to teach kindergarten shall have a day limited in length to six (6) hours and thirty-five (35) minutes. Each professional employee so assigned shall have a duty free period for lunch and professional preparation of a continuous sixty (60) minute duration between the morning and afternoon assignment.

19.29a. First through sixth: Each professional employee assigned to an elementary school i.e., grades 1-6, shall be provided with a minimum of two hundred (200) minutes per school week for professional preparation. Said professional preparation time to be provided said professional employee at the minimum rate of thirty (30) minutes per school day, in no event, however, to exceed sixty (60) minutes in any one day within any one school week. Scheduling within these limitations shall be solely at the local building level. Said professional preparation time provided for above shall be in addition to the thirty (30) minute duty free lunch period already afforded each professional employee assigned to an elementary school. The first ten (10) minutes of each day shall not be applicable to professional preparation as provided herein for non-special area professional employees.

19.30a. The workday for the professional employees designated as Special Service personnel shall be the same as for all professional employees as provided in Article XIX, paragraph 19.2 a. herein and such employees shall be compensated as provided in Schedule A attached hereto.

19.31a. Special service personnel including those professional employees employed and designated as teacher of the handicapped, as interpreted under New Jersey Statute, shall be relieved of any and all administrative assignments. In lieu of such administrative assignments, they shall be scheduled for consultation with parents, teachers, members of the Team and/or other appropriate agents and for development of IEP's.

*19.32a. When a supplemental teacher is not notified prior to reporting for duty that the assigned student is absent, the employee shall be considered to have performed the duty for which said employee has been employed. Supplemental teachers shall not be required to report to work on days that the schools are closed due to inclement weather and

they shall be paid the amount they would have received had they worked on such days.

19.33a. Professional preparation time for Supplemental teachers shall be provided at the rate of forty-five (45) minutes per student per month.

19.34a. The schedule for supplemental teachers shall provide for substantially continuous hours. A time lapse between assignments in any one day shall be a maximum of one hour and shall be counted toward their monthly professional preparation time. Any time in excess shall be compensated. Travel time between buildings shall be included and be integral with the day's schedule whenever such travel is necessary between buildings in any one day. Time between teaching periods shall be included in the total work day. Effective in 1983-84 compensation for Supplemental teachers shall be based on the B.A. column with recognition for one-half year of credit on the guide for every year of supplemental service. Credit for educational experience other than supplemental service shall be provided as per Board policy 311.

19.35a. Resource teachers shall work a regular day of six (6) hours and forty-five (45) minutes inclusive of lunch.

19.36a. In addition to the regular professional preparation time resource persons shall be relieved of all and any administrative assignments and such time may be scheduled for meetings and other duties essential to the resource function.

19.37a. Special area personnel shall be professional employees assigned duty:

- (a) in art, music, physical education at the elementary level, and/or
- (b) in the instruction of students in more than one building on a regular schedule, and/or
- (c) in professional duties other than actual regular classroom instruction.

19.38a. Special area personnel functioning in more than one building shall order supplies through the office of each building in which they serve for the students in those respective buildings. This section shall not apply to those supplies and/or equipment which are normally purchased for use on a unit or district basis.

19.39a. Special area personnel assigned per paragraph 19.37a. (a) herein shall be assigned no more than six (6) teaching assignments in any one day.

19.40a. Necessary travel between building in any one (1) day shall relieve special area personnel from administrative assignments on that day, and mileage shall be reimbursed at the rate provided in Article III, Paragraph 3.8.

19.41a. Special Area Personnel assigned in the field of Guidance shall be scheduled solely to guidance or guidance related duties under the direction of the Coordinator of Guidance, except in cases of emergency.

19.42a. Professional employees assigned/authorized to additional duties such as, but not limited to, pilot, innovative, developmental, R and D, curriculum workshops, curriculum development, and curriculum meetings shall be compensated at 1/1200 of the first step of the Bachelor guide. Professional employees assigned/authorized to additional duties such as in-service programs that are conducted after the school day, within the school year, shall be granted in-service credit at the rate of one credit per fifteen (15) hours attended. In-service programs conducted during the summer shall be paid at 1/1200 of the first step of the Bachelor guide and participants shall not be granted in-service credit. Grant funded, non-instructional programs shall be limited to the lesser of the amount provided in the grant or the amount determined by using the existing formula. Workshop shall mean curriculum workshops, curriculum development, or curriculum meetings designed to develop solutions to problems through group study. In-service shall mean efforts to promote professional growth and development of professional employees while on the job.

19.43a. The provisions of paragraph 19.42a. apply in all cases where the duties are in addition to a regular assignment, and do not apply in cases where the duties are in lieu of a regular assignment. In the latter cases no additional compensation shall apply.

ARTICLE XIXB SECRETARIAL HOURS AND WORK LOAD

19.1 b. The working hours of secretaries shall be:

September 1 to June 30: 7.5 hours or 8 hour workday as assigned.

July 1 to August 31: 7 hour work day.

19.2 b. Early dismissal shall be granted by the central office only and shall be applicable to all office personnel in the district. Individual offices shall not violate uniform dismissal time.

ARTICLE XX CLASS SIZE

On or before October 15th of each year, the Board agrees to furnish the Association a matrix of all pupil contact existent in the district.

ARTICLE XXI ADMINISTRATIVE ASSIGNMENTS

21.1 The Board and the Association agree that a teacher's primary responsibility is to teach and that his energies should be primarily utilized to that end. Activities which have no educational value shall be excluded from the classroom.

21.2 Professional employees shall not be required to drive students to activities which take place away from the school building. A professional employee may do so voluntarily if his principal or immediate superior gives advance approval. Compensation for such service shall be at the rate provided in Article III, Paragraph 3.8.

21.3 Throughout the duration of this Agreement, the Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a professional employee against whom any action shall be brought for an act or omission arising out of the authorized use of his automobile in the performance of school duties. It is agreed that such insurance shall be non-owner excess coverage.

ARTICLE XXIIA TEACHER EMPLOYMENT

22.1 a. Whenever possible the Board agrees to hire only fully certificated professional employees holding standard certificates issued by the New Jersey Board of Examiners for each professional assignment.

22.2 a. In arriving at a professional employee's proper step on the salary schedule, previous experience within the district shall be granted and allowance for teaching experience outside the district may be made by the Superintendent as indicated herein.

22.3 a. Public school experience obtained while under contract shall ordinarily be granted, and private school experience, including college experience, may be granted if the number of years of total experience is five or less. In that case the employee will be placed at the appropriate step of the guide corresponding with the experience allowed. If the number of years of total experience is more than five, the employee will be placed at a step above the fifth as determined by the Board.

22.4 a. Military experience may be granted up to four years and shall be combined with the total teaching experience to determine the proper step on Schedule A as provided in 22.3 a. above.

22.5 a. Employees with previous experience in the Middletown Township School District shall, upon returning to the district, be credited fully on Schedule A for all teaching experience outside the district, military experience (22.4a) or alternate civilian experience required by the Selective Service System, Peace Corps, Vista, or National Teacher Training Corps, work and time spent on a Fulbright Scholarship. Previously accumulated unused sick days which were accumulated within the Middletown Township School District shall be restored to all employees returning to the district who took leave for reasons of maternity and whose return occurs within five (5) years. In all other situations, the restoration of unused sick leave shall be at the discretion of the Superintendent.

22.6 a. Credits above Bachelor degree shall be credited as provided on Schedule A with written prior approval for all employees employed while pursuing the credit, with written approval for all employees whose transcripts are submitted indicating such credits prior to employment, and in toto for employees returning to the system who gained credit while absent from employment. In each case the graduate credits must be subsequent to those required for the certification for initial employment. All degrees shall be credited as the degree, pure and simple, regardless of the number of credits required for the degree.

22.7 a. Service increment on Schedule A shall only apply to employees granted tenure in accord with N.J.S. 18A.

22.8 a. Industrial experience and Nursing experience outside of the field of education may be granted at the discretion

of the Superintendent for employees employed and assigned primarily to industrial arts and nursing/health respectively.

22.9 a. Non-tenure professional employees shall be notified of their contract and salary status for the ensuing year no later than April 30. Special contracts shall be issued no later than July 15.

22.10a. Any proposed reduction in the number of professional employees employed by the Board shall be discussed with the Association prior to final Board action.

ARTICLE XXIB SECRETARIAL EMPLOYMENT

22.1 b. Upon employment an employee shall be advised of the classification and compensation the position carries.

22.2 b. Before commencing work an employee shall be provided with the necessary forms by which said employee can avail herself of all benefits provided by the Board.

22.3 b. The Board reserves the right to evaluate previous experience for placement on the salary guide.

22.4 b. Classifications/Job Titles

CLASSIFICATION A (ADMINISTRATIVE SECRETARY)

1. Secretary to Assistant Superintendent
2. Secretary to Assistant Board Secretary
3. Payroll Supervisor
4. Secretary to Principal
5. Data Processing Systems Console Operator
6. Accounts Payable Data Processing Bookkeeper

CLASSIFICATION B (SECRETARY)

1. Secretary to Guidance
2. Secretary to Supervisors
3. Secretary to Directors
4. Bookkeeper--Payroll/Purchasing
5. Data Processing/Data Entry Operator
6. Child Study Team Secretary
7. Assistant Secretary

CLASSIFICATION C (CLERK)

1. Clerk--Library/Health Office/Machine Room/District
2. Telephone Receptionist

ARTICLE XXIII TEACHER ASSIGNMENT

23.1 All professional employees shall be given written notice of their salary schedules, class and/or subject assignments, and their building assignments for the forthcoming year not later than August 15. Notices of change in room assignments will be made not later than the last day of August.

23.2 In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after August 15, the Association and the professional employee affected shall be notified promptly in writing and upon the request of the professional employee, the changes shall be promptly reviewed between the Superintendent or his designee and the professional employee involved.

23.3 Every effort will be made to assure that pupils are taught by professional employees working within their areas of competence. Except in cases of emergency, professional employees shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

23.4 Schedules of professional employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of changes in their schedule as soon as practicable.

23.5 Professional employees who are assigned to more than one school per day shall be reimbursed as provided in Article III, paragraph 3.8 for all driving done between their base school and any other school or schools where they are required to be present during the course of the school day.

ARTICLE XXIV VOLUNTARY TRANSFERS AND REASSIGNMENTS

24.1 Not later than June 1, the Superintendent will have posted in all school buildings and have forwarded to the president of the Association a list of known vacancies that occur for the following year.

24.2 A professional employee who desires a change in grade, subject, and/or building assignment, may submit to the

Superintendent a written statement of his requests with a copy to his principal not later than June 15.

ARTICLE XXV INVOLUNTARY TRANSFERS AND REASSIGNMENTS

25.1 The Board agrees that if any professional employee is to be transferred or reassigned, the Superintendent shall, except in cases of emergency, notify him of such transfer or reassignment as soon as practicable, but no later than thirty (30) calendar days prior to the effective date of the transfer or reassignment. Should a transfer be made during the regular summer vacation, the transferee shall be notified by registered mail at his last known address.

25.2 In the event of a transfer or reassignment, the professional employee involved, at his option, may request a meeting with the Superintendent or his designee to discuss the transfer.

ARTICLE XXVIA TEACHER PROMOTIONS

26.1 a. Promotional positions shall be those of Assistant Superintendent, Principal, Vice Principal, Supervisor, Coordinator, Athletic Director, Department Chairperson, Director of Evening School and Administrative Intern.

26.2 a. Promotional positions shall not include those positions listed in Schedule D with the exception of those appearing above.

26.3 a. Should a vacancy occur in a promotional position during the regular school year or during the summer when school is not regularly in session, a notice of such vacancy shall be posted in each school building on the bulletin board of each faculty room and on the central office bulletin board, and a copy of such notice shall be forwarded to the President of the Association not later than twenty (20) school days following the occurrence of a vacancy. The notice shall set forth the promotional position vacated, the qualifications needed by the applicant to fill the position, the duties of the person who fills the vacated position, the compensation schedule of the vacated position, and the manner in which qualified persons can make application for the vacated position.

26.4 a. All applications, in order to be considered, must be submitted in writing to the Superintendent not later than the date set forth in the notice. The Superintendent shall

acknowledge all applications within three (3) days.

26.5 a. A professional employee who desires to apply for a promotional position which may become vacated during the summer period when school is not regularly in session may submit his name to the Superintendent, together with the position for which he is applying, and the address where he may be reached during the summer. The Superintendent shall notify such professional employee of any such vacancy in a position for which he has applied as far in advance as practicable, ordinarily at least twenty-one (21) calendar days before the final date when applications must be submitted and in no event less than fourteen (14) calendar days before such date, except in cases of emergency.

26.6 a. Announcements of appointments shall be made in the same manner as the notices of vacancies are posted.

26.7 a. All new and vacated administrative positions which occur in federal programs shall be posted in the same manner as promotional positions.

26.8 a. It is understood by the Association that the foregoing procedure will not preclude the Board from filling any positions referred to with persons other than those presently on the staff of the Middletown Township School District.

ARTICLE XXVIB SECRETARIAL PROMOTIONS

26.1 b. All qualified secretaries shall be given adequate opportunity to make application for positions that become available.

26.2 b. All secretarial and clerical vacancies shall be posted no later than two (2) weeks following the date that the vacancy occurs or a resignation is received, and each employee within the bargaining unit shall have the opportunity to apply for and be interviewed for said vacancy. Any such interview shall occur no later than two (2) weeks following such application. All applicants for the vacant position shall be notified, within ten (10) days of the completion of the interviews, of the final decision.

ARTICLE XXVIIA TEACHER EVALUATION

27.1a. All monitoring or observing of the work performance of a professional employee shall be conducted openly and

with full knowledge of the professional. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

27.2a. Tenure teachers shall be evaluated at least one time per year. A professional employee shall be given a formal conference with his evaluator before any classroom evaluation is submitted to his superior, to the central office, placed in the professional employee's file or otherwise acted upon. Within three school days of the time of an observation, the evaluator shall meet with the teacher observed. No sooner than one (1) school day thereafter, but no later than three (3) school days thereafter, the evaluator shall prepare a written evaluation and present three (3) copies to the professional employee for his or her signature.

27.3a. Each evaluation copy shall contain the statement "I have read and conferred with (evaluator's name) on the above evaluation". The professional employee's signature does not imply in any way that he or she is in agreement with the evaluation.

27.4a. Two (2) copies of the signed evaluation are returned to the evaluator. No professional employee shall be required to sign a blank or incomplete evaluation form.

27.5a. Any professional employee shall be granted the opportunity upon reasonable notice to the Superintendent to review the contents of his personnel file once annually. Such employee may after reviewing his file submit a written reply to any material in his file which he believes to be derogatory, which reply shall become a part of the file.

27.6a. Final evaluation of a professional employee upon termination of his employment shall be concluded prior to severance and no documents and/or material related thereto shall be placed in the personnel file of such a professional employee after severance other than in accordance with the procedure set forth in this Article.

ARTICLE XXVIIB SECRETARIAL EVALUATIONS

27.1 b. Evaluations shall be made at the completion of the ninety (90) day probationary period of secretaries by the person's immediate supervisor.

27.2 b. An evaluation of all post-probationary secretaries

shall be made at least once yearly by the person's immediate supervisor.

27.3 b. The evaluator shall prepare a written report and present three (3) copies to the employee for her signature.

27.4 b. Each evaluation copy shall contain the statement "I have read and conferred with (the evaluator's name) on the above evaluation." The employee's signature does not imply in any way that she is in agreement with the evaluation.

27.5 b. Two (2) copies of the signed evaluation are returned to the evaluator. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XXVIII FAIR DISMISSAL PROCEDURE

28.1 On or before April 30th of each year, the Board shall give to each non-tenure professional employee continuously employed since the preceding September either 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 increase in salary and benefits as may be required by law or agreement between the Board and the Association, or a written notice that such employment not be offered.

28.2 Should the Board fail to give a non-tenure professional employee either an offer of contract for employment for the next succeeding year or notice that such employment shall not be offered on or before April 30th, the Board shall be deemed to have offered to that professional employee continued employment for the next succeeding year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

28.3 If the professional employee, tenured or non-tenured, desires to accept employment he shall notify the Board of such acceptance, in writing, preferably by May 15 but in no event later than June 1, in which event such employment shall continue as provided for herein. If the professional employee has been on leave of absence and desires to return he shall notify the Board no later than June 1, in which event such employment shall continue as provided for herein.

28.4 Any non-tenured professional employee who is not offered a contract of employment for the subsequent year

will be permitted an interview with the Superintendent, at which interview he is permitted to have present a representative of the Association. The file of the professional employee will be available for the professional employee's perusal or perusal of the representative of the Association.

28.5 Any non-tenured professional employee employed subsequent to January 1st but no later than April 1st shall on or before June 1st receive the provisions of paragraphs 28.1 through 28.4 inclusive with the date of June 1st as provided in this Article, provided that said professional employee has been continuously employed in the District for at least sixty (60) calendar days prior to June 1.

ARTICLE XXIX TEACHER-ADMINISTRATION LIAISON

29.1 The professional employees may select a Liaison Committee of no more than four (4) professional employees for each elementary school which shall meet with the Principal three (3) times a year unless fewer meetings are mutually agreed upon.

29.2 In the high schools and junior high schools where departmentalization exists, the committee shall include no more than one (1) representative from each department.

29.3 The meetings shall be for the purpose of permitting the employee's committee to review and discuss local school problems and practices and to play an active role in recommending revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline, and parent visitation. These meetings shall take place immediately following the school day.

29.4 The officers of the Association may meet with the Superintendent three (3) times a year or more often if mutually agreed upon to review and discuss current school problems and practices. These meetings shall take place immediately following the school day.

ARTICLE XXX INSTRUCTIONAL COUNCIL

30.1 An Instructional Council shall be established annually. The Council shall consist of the Superintendent or his designee and four (4) representatives appointed by him

and five (5) representatives appointed by the Association.

30.2 The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation and evaluation of the Board and the Association to best meet the needs of the students, the schools and the community. The Council may consider any related matters regarding the effective operation of the Middletown Township School District.

30.3 The Council shall be authorized to establish study committees for specific projects to allow for those who would be affected by the Council recommendations to have an opportunity to be involved.

30.4 The Council shall encourage the initiation of ideas and suggestions for projects by individual professional employees, department, grades, Association committees, Administrators, Board Members, students, parents or other interested parties.

30.5 Nothing in this Article shall be interpreted to prevent the Council from consulting such additional professional employees, administrators, professional advisors, students, parents or other persons as the members herein designated shall determine are desirable and appropriate for said purposes. Such persons shall serve without compensation and shall have no vote in the Council.

30.6 The Council shall establish its own rules or procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings. Meetings shall be conducted after school hours. Any professional employee who serves on the Council shall be compensated for the meetings at 1/1200th per hour of that professional employee's annual salary.

30.7 The Board agrees that within sixty (60) calendar days following receipt of recommendations from the Instructional Council it will respond to the recommendations either by requesting additional information, indicating it will implement the recommendations, it will not implement the recommendations, or it will partially implement the recommendations.

30.8 Should the Instructional Council be unable to recommend a solution to a problem under consideration, then either the Superintendent, his designees or the Association

designees may request a meeting with the Board in executive session provided each member of the Instructional Council is informed of the request. The Board agrees that if such a request is granted every member of the Instructional Council will be permitted to attend the executive session.

30.9 It is understood and agreed that the Instructional Council will function only in an advisory capacity and should any of its conclusions or recommendations be rejected by the Board or should the Board refuse to implement any of its conclusions or recommendations, such action by the Board shall not constitute or be the basis for processing a grievance.

30.10 In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, professional employees who are members of any of the Instructional Council's sub-committees shall be provided with released time at the discretion of the Superintendent for the purpose of working on any of the Council's projects.

ARTICLE XXXI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

31.1 The parties recognize that professional employees must continue to review curricular content, teaching methods and materials, educational philosophy and goals, social changes and topics related to education. The parties also support the principle of continuing training of professional employees and the improvement of instruction.

31.2 To work towards the ends stated above, the Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions a professional employee is required to attend.

31.3 All in-service programs shall be conducted during the in-school workday if professional employee's attendance is mandatory. All such programs conducted after the professional employee's workday or during the summer shall be voluntary. Course credit shall be granted for in-service programs in the same manner as graduate credits. Excused absences cannot exceed two hours to receive credit.

31.4 Prior to taking courses for which salary increment will be sought, the professional employee shall complete, in duplicate, an Advance Credit Form which shall be available in the Superintendent's Office and shall submit the form to the Superintendent for approval. Any additional courses requested subsequent to the initial request shall be resubmitted on the original form.

31.5 The Advanced Credit Form shall list appropriate spaces for the course to be taken, the college or university where it is to be taken, the date of completion, the number of credits to be received and the mark attained. No more than eighteen (18) credits will be approved during the school year, with a maximum limit of nine (9) credits per semester or six (6) credits per tri-semester. (Note: Summer Inter-session is not to be considered part of the eighteen (18) credit limitation. Mid-term Inter-session is to be considered part of the eighteen (18) credit limitations.)

31.6 The Superintendent has the authority to decline approval of any course or courses which in his opinion are not relevant to the job the professional employee is hired to perform.

31.7 Approval or rejection of any course or courses by the Superintendent shall be so stated on the Advanced Credit Form, a copy of which shall be returned to the professional employee who has applied.

31.8 Salary increment shall be granted on September 1st, and/or February 1st, next following the presentation of an official transcript setting forth the grade attained and attesting to the fact that the course or courses have been satisfactorily completed.

ARTICLE XXXII MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

32.1 When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him to the principal. In such cases the principal shall arrange as soon as possible, in normal circumstances not later than the conclusion of the following school day a conference among himself, the teacher and possibly an appropriate specialist to discuss the problem and the principal shall decide upon appropriate steps for its resolution.

32.2 When, in the judgment of the teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he shall so inform his principal or his immediate superior. The principal or immediate superior shall arrange as soon as possible for the conference between himself and the teacher to discuss the situation and to decide upon appropriate steps for resolution of the problem.

32.3 Within sixty (60) calendar days after the execution of this Agreement, a Joint Student Behavior Committee consisting of four (4) members appointed by the Superintendent and four (4) members appointed by the Association shall be established. The purpose of the committee shall be to develop proposals to be recommended to the Board for adoption for use by the teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represents unusual problems for the regular learning process. The Committee shall dissolve following its recommendations to the Board which shall be made within four (4) months after the committee is created. In no event shall the committee dissolve prior to a response to its recommendations from the Board and in no event shall the committee's existence extend beyond the contractual period.

ARTICLE XXXIII ACADEMIC FREEDOM

33.1 The Board agrees that academic freedom shall be guaranteed to all professional employees and no special limitations shall be placed upon studying, investigating, presenting and interpreting facts, concepts and ideas relating to man, relationship to society, the physical world, the biological world or any branch of learning, subject only to such standards of moral, ethical, legal and educational responsibility which are necessary in connection with the successful operation of the public school system.

ARTICLE XXXIV COMPLAINT PROCEDURE

34.1 Any complaint regarding a professional employee made to any member of the administration by any parent, student, or member of the public which does or may influence evaluation of a professional employee shall be promptly called to the professional employee's attention following the initial investigation of the complaint by the Administration or the Board.

34.2 Prior to taking any disciplinary action predicated upon a complaint by a parent, student, or member of the public, the professional employee shall have an opportunity to respond to and/or rebut such complaint and shall be entitled to representation provided by the Association.

ARTICLE XXXV HOME INSTRUCTION

35.1 All professional employees seeking home instruction assignments shall make application for such assignments in writing to the Superintendent and shall state in said application the field(s) of New Jersey State Certification and the grade level of Certification.

35.2 A listing of all such applicants shall be compiled no later than October 1st of each school year and be arranged alphabetically according to subject area and grade level. Applications received subsequent to September 30th of any school year shall be added to the end of said listing with the date of receipt of said application.

35.3 Assignments shall be made with preference afforded the student's regularly assigned classroom teacher, if the student is a student within the Middletown Township Public School District.

35.4 If the regular classroom teacher cannot accept the assignment, or if the student is from a school other than the Middletown Township Public Schools, then assignment shall be made from the compiled listing according to a rotational procedure in accord with certification.

35.5 Multiple assignments shall be made only on a rotational basis, except that a classroom teacher assigned under Subsection 1 of this section shall not suffer loss of said employee's rotational position in the compiled listing.

35.6 A professional employee regularly assigned to a full teaching schedule shall be assigned no more than a maximum of ten (10) hours home instruction per calendar week.

35.7 If the listing should be insufficient to complete the demands made upon the district, then assignment shall be made from a suitable listing of Middletown Township retired professional employees, and the official substitute list approved by the Board, before making the assignment to another professional educator not employed by the district.

35.8 Refusal by a professional employee of a home instruction assignment shall render said employee's rotational position on the compiled listing forfeit and the name of said professional employee shall be added to the end of the listing as of the date of said refusal. Three (3) such refusals shall effectively remove said employee's name from the listing and said name shall be replaced on the listing only upon re-application the following school year.

35.9 All applications made during the term of this Agreement shall be deemed permanent for the duration of this Agreement, except as herein noted.

35.10 All home instruction shall take place outside of the professional employee's work day as listed in Schedule C, attached and shall be conducted at no time within the school building of this district.

35.11 All professional employees actively engaged in home instruction shall report to the Superintendent directly, or his designee. All reports shall be filed by the last work day of each calendar month.

35.12 Computation of hours of instruction shall be exclusive of travel time and compensation shall be made by the Board within sixty (60) days after the filing of the monthly report to agreement.

35.13 The Board shall provide each professional employee assigned home instruction a health-status statement concerning the student to be instructed. Said status statement shall be in writing and receipt of same shall be acknowledged by said professional employee in writing.

35.14 Statements of complaints originating from persons other than administrators within the system shall be subject to provisions of Article XXXIV.

35.15 Compensation for home instruction assignments shall be 1/1200 of the first step of the Bachelor's Guide.

35.16 Mileage shall be reimbursed at the rate specified in Article III, paragraph 3.8 based upon the district chart Schedule E attached.

ARTICLE XXXVI MISCELLANEOUS PROVISIONS

36.1 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 hiring, training, assigning, promoting, transferring, or disciplining of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

36.2 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy in accordance with N.J.S.A. 34:13A-5-3.

36.3 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

36.4 Terms and conditions of employment for professional employees implementing any pilot experimental program approved by the Board shall be negotiated with the Association prior to implementation.

36.5 Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail, or hand delivered with a receipt at the following addresses:

1. If by the Association, to the Board
c/o Superintendent
59 Tindall Road
Middletown, New Jersey 07748
2. If by the Board, to the Association
c/o President
P.O. 208
Belford, New Jersey 07718

36.6 Upon acceptance of this agreement the Association and the Board shall each designate one (1) representative to prepare a corrected copy of the agreement. The corrected copy of the agreement shall be in the hands of a printer no later than thirty (30) days following the agreement. Within fifteen (15) days of the receipt of the corrections and

modifications from the printer, the Board and the employees shall receive their final modifications.

ARTICLE XXXVII SAVING CLAUSE

37.1 Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

ARTICLE XXXVIII AGREEMENT

A. This agreement shall be effective as stated in Article II of this Agreement, subject to the Association's right to negotiate a successor agreement under the conditions provided in Article II.

B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their Secretaries, and their corporate seal placed thereon, all on the day and year first above written.