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## TEACHERS AGREEMENT

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THIS AGREEMENT entered into this 200 day of June, 1973, by and between the Board of Education of the Buena Regional School District of Atlantic County hereinafter referred to as "the Board" and the Buena Regional Educational Association hereinafter referred to as "the Association".

## WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Buena Regional School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching; and

WHEPEAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is in consideration of the mutual covenants hereinafter contained agreed as follows:

- 1. Term. The term of this Agreement shall be July 1, 1973 to June 30, 1975.
- 2. Recognition. The Board recognizes the Association as the exclusive representative so long as it continues as the majority representative for collective negotiations concerning the terms and conditions of employment of the following employees: classroom teachers, guidance counsellors, librarians and school nurses, but not the superintendent, school principals, or any other employees of the Board.
  - 3. Definitions. Unless otherwise indicated the terms "employee"

or "teacher" where hereinafter used in this Agreement shall refer only to those employees represented by the Association for negotiations as described in paragraph 2 above. The above terms may be used in the singular or plural as required by the text.

4. Negotiation of Successor Agreement. Provided that Association continues to be the majority representative, the parties agree to enter into collective negotiation over a successor Agreement or any terms of this Agreement subject to reopener in accordance with Chapter 303, Public Laws 1968 in good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement, or any part thereo expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

## 5. Grievance Procedure.

#### a. Definition.

A "grievance" shall mean a complaint by a teacher that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this Agreement, or an established policy or administrative decision governir teachers except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any

matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; (d) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or dismissed; (e) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

## b. Procedure.

- (1) (a) A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurence. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (b) It is understood that employees shall during and notwithstanding the pendence of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (2) Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable), in an attempt to resolve the matter informally at that level.
  - (3) If as a result of the discussion, the matter is

not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the principal (or immediate superior or department head, if applicable) specifying:

- (a) The nature of the grievance,
- (b) The nature and extent of the injury, loss or inconvenience,
  - (c) The results of previous discussions,
- (d) His dissatisfaction with decisions previously rendered, and
  - (e) The relief sought.

The principal shall communicate his decision to the employee in writing within 5 school days of receipt of the written grievance.

- receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing to the employee and the principal.
- (5) If the grievance is not resolved to the employee's satisfaction, he, no later than 5 school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the

Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 30 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

- (6) (a) If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than 14 days after the decision, in writing, of the Board of Education was made known.
- (b) Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.
- (c) The following procedure will be used to secure the services of an arbitrator:
- (i) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(ii) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(iii) If the parties are unable to determine, within 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an abritrator.

(d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

(e) Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

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

(b) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article, except where final Board action shall be required.

(c) An employee shall have the right of representation by counsel and/or the Association at any step of the grievance procedure.

- 6. Notice of Disciplinary Hearings and Hearings Affecting

  Evaluation. Whenever a tenured employee shall be required to appear before the Board, a Board committee or the Superintendent with respect to a disciplinary proceeding, the purpose of which is to deny a salary increment to or to discharge the employee, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an Association representative.
- 7. Grievances Against Teachers. If any grievance is made by any person which may affect the evaluation of a teacher, the following shall be done:
- (a) The principal or immediate superior of the teacher shall meet with the teacher and apprise him of the nature of the complaint and attempt to resolve it within the framework of the student grievance

procedure;

- (b) The teacher may be present at each step of the procedure and shall have the right of representation by counsel and/or an appropriate teachers organization; and
- (c) Nothing herein shall limit the teachers right to file a grievance under the teachers' grievance procedure.

## 8. Employee and Association Privileges.

- a. Employees shall have the privilege to wear pins and other identification of membership in the Association or its affiliate.
- b. A tentative school calendar shall be presented by the Superintendent to the Association for its recommendations at least one month prior to final adoption by the Board.
- c. By April 30th the Association shall be notified by the Superintendent of tentative salaries of employees for the ensuing school years, and nontenured employees shall be notified in accordance with R.S. 18A:27-10 to 12.
- d. Employees shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any employee the rights given under Chapter 303 of the Public Laws of 1968 with respect to collective negotiations and the institution of grievances.
- e. Each teacher shall have the duty to determine grades and evaluations of students within the grading policies of the Buena Regional School District in accordance with the teacher's professional

judgment based upon all available criteria pertinent to the subject area or activity in which the teacher is responsible. Any alteration or modification of a grade or evaluation shall be done only after consultation between the administrator and the teacher.

f. The Board agrees to furnish to the Association access to public records of the Board upon request and upon reasonable notice thereof, provided that such records do not contain privileged information and provided that they pertain to matter within the province of the Association.

# 9. Personal Leave Policy.

- a. Each employee shall be entitled to 10 cumulative sick days per school year.
- b. Each employee shall be entitled to 3 noncumulative days leave per school year with pay for sickness in the immediate family necessitating the personal attendance of the employee.
- c. Each employee shall be entitled to 3 noncumulative days leave per school year with pay for death in the immediate family.
- d. Each employee shall be entitled to 3 noncumulative days leave per school year with pay for emergencies of a personal nature, with prior approval of the Superintendent; such emergencies shall include legal business, religious holidays, medical matters, marriage or graduation of employee or member of employee's immediate family, attendance at a funeral of a friend or relative or other urgent personal matters.

e. For the purposes of paragraphs 9 b., c., and d. the words "immediate family" shall mean: parents, guardians, brothers, sisters, spouse, children and grandparents of the employee or the employee's spouse; grandchildren of the employee, aunt and uncle of the employee, and any other relative of the employee residing as a member of the household of the employee.

- f. The total leave permitted to each employee under paragraphs 9 b. through d. above shall not exceed 7 noncumulative days during each school year.
- g. Each employee shall be entitled to one day noncumulative leave per school year with pay for professional improvement, provided prior approval is given by the Superintendent.
- h. The President of the Association or his delegate shall be entitled to one day noncumulative leave per school year with pay for the purpose of transacting Association business.
- 10. Notice of Teacher Assignments. All teachers shall be given written notice of their class and/or subject assignments, building assignments, duties and room assignments for the forthcoming school year not later than August 1st. A list of said schedules and assignments shall be simultaneously sent to the Association.

In the event that changes in such schedules, class and/or subject assignments, building assignments, duties or room assignments are made after August 1st, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or

his representative and the teacher affected and at his option a representative of the Association.

#### 11. Salary.

- a. Employees shall be paid bimonthly throughout the term of this contract. When a pay day falls on, during or immediately following a school holiday, vacation, summer recess or weekend, employees shall be paid on the last previous working day. Actual payment days may be included by the Advisory Council when making recommendations for the school calendar.
- b. Employees working on a ten month basis may elect to have ten per cent of their monthly salary withheld, which funds shall be deposited on behalf of each such employee in one total sum to a bank designated by Association.
- c. The salaries of all employees covered by this Agreement are set forth in Schedule A attached hereto. Each employee shall be placed on his proper step of the salary schedule as of the beginning of each school year. Teachers employed 90 teaching days or more during any school year shall be given one year credit toward increment step on the salary guide. Teachers employed less than 90 days during any school year shall not be given one year credit toward increment step on the salary guide.
- d. Employees in the armed forces of the United States shall, upon presentation of their military discharge to the Superintendent, receive up to a maximum of four years credit on the salary schedule for

time served in the said armed forces.

- e. Credit up the maximum step of any salary level on the teacher salary schedule may be given by the Board for previous teaching experience upon initial employment.
- f. Employees shall receive an additional increment of \$100.00 to be added to their salary at the completion of the fifteenth, twentieth, twenty-fifth and thirtieth years of service in the Buena Regional School District or in any public school of any constituant municipality of the District.

## 12. Teaching Hours.

- a. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They may be required to sign in and out but they shall not be required to "clock in or clock out" by hours and minutes.
- b. Teachers shall have a duty-free lunch period of at least one-half hour for the 1973-74 shool year and 1 hour for the 1974-75 school year in the elementary schools and a time equivalent to 1 student lunch period in the Dr. J. P. Cleary Junior High School and the High School. In addition to their lunch period, teachers at Dr. J. P. Cleary School and the High School shall have daily preparation time of at least one instructional period during which they shall not be assigned to any other duties.
- c. The Advisory Council shall meet before October 1st of each school year to discuss arrival and departure times for students.

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busses and teachers. The committee shall report to the Board at its

October regular meeting and make recommendations to the Board concerning

such arrival and departure times. The Board will hear the opinions of

the various committee members and will take any action it deems necessar.

Such action shall be reduced to writing and signed by the parties each

year.

- 13. Class Size. The Board recognizes the desirability of equalizing the number of students in each classroom as may be consistent with the Board's financial obligations and its obligation to minimize transportation problems and to provide for proper racial balance.
- 14. <u>Specialists</u>. The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program; therefore, teachers and the Advisory Council may recommend to Board areas in which specialists are needed.

# 15. Transfers and Promotions.

#### a. Basic Considerations.

In considering any transfers or promotions, the Board will consider all relevant factors which may affect the transfer or promotion under consideration, including, but not limited to: the needs of the district; the availability of qualified volunteers or other personnel to fill the position; the condidates' areas of competence, fields of study, length of service in the district and length of service in a particular building; and the candidates' desire to fill the position

All transfers and promotions shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. Any teacher transferred, assigned, reassigned or promoted shall be notified thereof as soon as practical.

## b. Voluntary Transfers.

No later than April 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the principal and Superintendent not later than May 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

## c. Involuntary Transfers.

The Board acknowledges that involuntary transfers of teachers often affect teacher morale and performance and that such involuntary transfers will be avoided unless, in the judgment of the Board, such transfers are necessary to the efficient operation of the school district. The Board, in considering involuntary transfers, will be guided by the basic considerations as set forth in sub-paragraph a. above, and will endeavor to fill positions with volunteers rather than by involuntary transfers.

#### d. Promotions.

All vacancies in promotional positions caused by death,

retirement, discharge, resignation or by the creation of a new position shall be filled according to the following procedure:

- (1) Such vacancies shall be adequately publicized includ a notice in every school as far as possible in advance of the date of filling such vacancies (at least 30 days in advance and in no event less than 10 days in advance). In addition, the Superintendent may concurrently publicize the position outside the school district.
- (2) Said notice of vacancy shall clearly set forth the qualifications for the position, which shall be consistent with the position.
- (3) Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.
- (4) Promotional positions are defined as follows:

  positions paying a salary differential and/or positions on the

  administrator-supervisory level, including but not limited to positions

  such as assistant superintendent, administrative assistant supervisor,

  principal, vice principal, assistant principal, department chairman,

  counselor, grade level chairman, instructional specialist coordinator

  and any assignment to which an honorarium is attached.

Whenever practical, the provisions of this sub-paragraph d shall be applied with respect to the positions open for summer school federal programs and any other job openings for which teachers may be

- qualified. Teachers desiring bed-side instruction shall submit their name to the Superintendent to be placed upon a list of bed-side instructors from which rotational selections shall be made by Superintendent and Principal in accordance with the students' particular needs.
- (5) Vacancies which arise during periods when school is not in session shall be posted in the Board office and a copy forwarded to the Association president.
- (6) Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of schools and/or the Board. It is to be clearly understood that such appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.
- (7) The granting of all transfers, promotions and the filling of vacancies shall rest solely within the discretion of the Board of Education. Any teacher who shall be agrieved by any transfer, promotion or the filling of any vacancy shall have the right to the use of the Teacher's Grievance Procedure except sub-paragraph b.(6) thereof. The decision of the Board of Education shall be final with respect to any grievance involving voluntary transfers, involuntary transfers, promotions and the filling of any vacancy, it being understoo that the hiring, transfer and assignment of employees is a function of the Board of Education, based upon the recommendations of the administration.

16. <u>Teacher Evaluation</u>. Teachers shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.

Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their superiors. A conference between teachers and evaluators will be scheduled to discuss such reports.

Reports will be kept by the building principal and will include when pertinent:

- a. Strengths of the teacher as evidenced during the period since the previous report.
- b. Weaknesses of the teacher as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the teacher might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated. Such supervisory reports are to be provided for non-tenure teachers not less than three (3) times each year, the first not later than November 30th, the second not later than January 30th, and the third not later than March 30th; and for tenure teachers, twice a year; the first not later than December 22nd, the second not later than May 1st.
- 17. School Facilities. Consistent with the financial ability of the District and the character of school facilities, the Board will attempt to provide adequate storage facilities in each classroom as well as the facilities for teachers' lounges in buildings where the same now exist. Teachers are requested to notify the Board in writing concerning

any problems encountered with respect to the adequacy of school faciliti

Teachers requiring special clothing shall present a request to the Board in writing and the Board shall consider the same promptly and either grant or deny the request.

## 18. Leaves of Absence.

- a. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or intial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- b. All tenured or non-tenured pregnant teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. The date of return shall be further extended for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or other proper cause. However, the Board need not extend the leave of absence of a non-tenured teacher beyond the end of the contract school year in which that leave is obtained.
- (1) No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a specific time lapse between that birth and her desired date of return, except as provided in the preceding paragraph.

- (2) The Board shall not attempt to remove any tenured or non-tenured teacher from her teaching duties during her pregnancy except on one of the following basis:
- (a) The pregnant teacher cannot produce a certificate from her physician that she is medically able to continue teaching, or
- (b) The Board's physician and the teacher's physician agree that she cannot continue teaching; provided, however, that if there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall then be conclusive and binding on the issue of medical capacity to continue teaching.
- c. Other leaves of absence may be granted without pay by the Board for good reason.
- d. A teacher shall not receive increment credit for time spent pursuant to Section a., b., and c. of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure unless otherwise provided by the Board prior to the commencement of the leave or unless required by the law.
- e. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and, wherever possible he shall be assigned to the same or a substantially equivalent position

which he held at the time said leave commenced.

f. All grants, extensions or renewals of leaves shall be applied for in writing, and if granted, be in writing.

## 19. Administration Duties and Discipline.

- a. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel shall be reduced to writing and presented to the Association at the start of each school year.
- b. When in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate supervisor. The principal or immediate supervisor shall arrange for a conference among himself and the teacher to discuss the problem and to decide upon appropriate steps for its resolutions.
- c. When, in the judgment of the teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of the other students, the teacher may temporarily exclude the student from the classroom and refer him to the principal. In such cases, the principal may schedule a conference among himself, the teacher and possibly an appropriate specialist to discuss and to decide upon appropriate steps for resolving the problem.

# 20. Insurance Protection.

a. The Board shall provide each employee, on request, full Blue Cross, Blue Shield, Rider J and Major Medical under state Public Employees Helath Benefits Plan including full family and dependency

coverage for each teacher when eligible.

- b. The Board shall provide standard nonownership insurance coverage for employees using their personal automobiles on school business at the request of the Board. Employees shall be entitled to reimbursement for such use at the rate of \$.10 per mile travelled.
- c. Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in force in the minimum amounts required by law.

# 21. Deduction of Association Dues.

The Board agrees to deduct from the salaries of its teachers due for the Buena Regional Education Association, the Atlantic County Education Association, the New Jersey Education Association and the National Education Association if a teacher individually and voluntarily authorizes the Board. Such deductions shall be made in compliance with Chaper 310, Public Laws of 1967 (NJSA 52:14015,9e) and under rules established by the State Department of Education. Said monies together with a summary of deductions shall be transmitted to the treasurer of the Buena Regional Education Associations by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing

in the form set forth below:

# AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name:
Social Security No
School Building District District
To: Disbursing Officer Buena Regional Board of Education
I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if such notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all its officers from any liability therefor.
I designate the Buena Regional Educational Association to receive dues and distribute the same to the organization(s) indicated:
Buena Regional Education Association
The Association shall certify to the Board, in writing, the
current rate of its and the other Associations' membership dues, and

22. Advisory Council. An advisory council shall be formed by September 15th of each school year consisting of the Superintendent and not more than five members appointed by the Superintendent. The Association shall appoint not more than six members. The Council shall

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any changes therein prior to the effective date of such changes.

have as it purpose advising the Board as to matters affecting the School District which the Council shall from time to time deem important.

The Council shall govern its activities in accordance with such rules and bylaws as it may adopt.

The Council shall meet from time to time and shall report to the Board concerning the matters considered by the Council. The Board will consider and act upon such matters reported to it by the Council. In taking action with respect to the Council's reports, the Board may consider majority and minority views of the Council as well as the opinions of various members of the Council.

Whenever any teacher member of the Council shall be required to attend any meeting, adequate released time and clerical assistance will be provided.

## Miscellaneous Provisions.

- a. 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.
- b. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect
- c. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual

contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- d. The Board and the Association agree that, as in the past, there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, sex, domicile or marital status.
- e. Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail or regular mail at the following addresses:

If by Association to Board at:

Buena Regional School District Harding Highway Richland, New Jersey

If by Board to Association at:

President
Buena Regional Education Association
Dr. J.P. Cleary Jr. High School
Central Avenue
Minotola, New Jersey

- f. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
  - g. Unless otherwise provided in this Agreement, nothing

reduce nor otherwise detract from any teacher benefit existing prior to its effective date. Any teacher who shall be agrieved under this subsection g. shall have the right to the use of the teacher's grievance procedure except sub-paragraph b.(6) thereof.

h. This Agreement shall be effective as of July 1, 1973, and shall continue in effect through June 30, 1975, subject to the Association's right to negotiate for the school year 1974-75 teachers Salary Schedule A, any group insurance available from or endorsed by Blue Cross, Blue Shield of New Jersey and one additional non-economic Article of this Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

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ATTEST:

BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT

By 19 John Zucal

BUENA REGIONAL EDUCATIONAL ASSOCIATION

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