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AGREEMENT

between the

READINGTON EDUCATION ASSOCIATION

and the

READINGTON TOWNSHIP BOARD OF EDUCATION

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PREAMBLE

This Agreement is entered into this 17th day of December, 1984, by and between the Readington Township Board of Education in the Township of Readington, the State of New Jersey, hereinafter called the "Board" and the Readington Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Readington School district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

- A. For the period of this contract, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including the following:

Classroom teachers  
Special subject teachers  
Nurses  
Librarians  
Special Services personnel

but excluding the following:

Principals  
Supervisors  
Custodians  
Cafeteria employees  
Bus drivers  
Office personnel

- B. Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to any professional employee represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all 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 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.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Readington School district.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.
- G. 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.

## ARTICLE III

### Grievance Procedure

#### A. Definitions

1. A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An aggrieved person is the teacher or teachers making the claim.
3. A party in interest is the teacher or teachers making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which may arise from time to time affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement; and if the aggrieved person so requests, the Association shall be given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

##### 1. Level One

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly

or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing with the chairperson of the Association's Committee on Professional Rights and Responsibilities [hereinafter referred to as the PRR Committee] within ten (10) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner.
- b. Within ten (10) working days after receiving the written grievance, the chairperson of the PRR Committee shall refer it to the superintendent of schools.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) working days after the grievance was delivered to the superintendent, he/she may, within five (5) working days after a decision by the superintendent or fifteen (15) working days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the chairperson of the PRR Committee submit his/her grievance to arbitration.
- b. If the PRR Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

4. Level Four

The Board of Education shall receive representatives of organizations acting for individuals or groups of employees only after individual employees or representatives have exhausted earlier methods for seeking redress of grievances and have requested audience for their representatives.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at any stage of the grievance procedure by himself/herself or, at his/her

option, by a representative selected or approved by the Association.

2. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the grievance procedure if the aggrieved person so requests.

E. Miscellaneous

1. All grievances and all discussions in respect thereof shall be in writing and transmitted promptly to all parties in interest [and to the chairperson of the PRR Committee, if involved].
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the superintendent's office and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. 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.

## ARTICLE IV

### Teacher and Board Rights

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board reserves the right [without negotiation] to establish its budget and manage the schools and school system, including but not limited to the following:
1. With the advice and counsel of the superintendent,
    - a. To determine what is considered to be the school program or curriculum
    - b. To introduce or modify co-curricular activities or other special school programs.
    - c. To select textbooks.
    - d. To determine the types and amounts of instructional materials and equipment to be available.
    - e. To set criteria for grade placement, promotion, and retention of pupils.
    - f. To apply for and use federal or state funds.
    - g. To determine the number, type, assignments, and qualifications of additional personnel.
    - h. To form personnel evaluation reports, methods of making evaluations, and uses made of evaluations.

2. For just cause to discipline, reprimand, reduce in rank or compensation, discharge, or otherwise take disciplinary action against any employee. Provided, however, that notwithstanding anything to the contrary in ARTICLE III or in this ARTICLE, the Board shall have the right to decide with or without cause to not offer employment or renewal contract to any non-tenure teacher [during the period prior to such teacher acquiring tenure pursuant to New Jersey law], and the Board's decision in such matters with respect to non-tenure teachers shall not be the subject matter of a grievance.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay provided, however, that nothing in this paragraph C shall be deemed to impair the Board's right to decide with or without cause against the continuation or employment of a non-tenure teacher as provided in paragraph B above.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Any tenured teacher not residing in Readington Township School district may request that any of his/her children be admitted as a student into the Readington Township Schools.
1. The Board and superintendent shall decide whether there is appropriate space available for the child.
  2. The Board shall decide what the tuition rate shall be for the child.
  3. The employee shall accept whatever grade placement the district administrators feel is appropriate for the child.
  4. The employee shall accept whatever classroom teacher(s) the child is assigned to by the district administrators and/or supervisors.

## ARTICLE V

### Association Rights and Privileges

#### A. Accessibility to District Data

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, including but not limited to the following: annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations; agendas and minutes of all Board meetings; census data; names and addresses of all teachers; and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

#### B. Release Time for Meetings

Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

#### C. Use of School Property

Representatives of the Association and its united affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

#### D. Use of School Buildings and Equipment

1. The Association and its representatives shall have the right to use any of the School's buildings at all reasonable hours for meetings. The appropriate building principal shall be notified in advance of the time and place of each such meeting.
2. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

3. The Association shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the rate paid by the Board.
4. The Association shall have, in each school building, use of a bulletin board in each faculty lounge and teachers' dining room. The location of Association bulletin board in each room shall be designated by the Association.

The Association shall also be assigned adequate space on the bulletin board in each central office for Association notices.

Copies of all materials to be posted on such bulletin boards shall be given to the building principal(s).

5. The Association shall have the right to use the inter-school mail facilities and school mail boxes, as it deems necessary, with the knowledge of the building principal(s).

E. Leave for Association Officers

1. The Board shall grant three (3) days' leave with pay to the President of the Association or his/her designated representative in order for him/her to conduct Association business on the county or state level.
2. Additional days may be granted at the discretion of the superintendent.

F. Staff Orientation

Each year the Board, the superintendent, and the Association will consider jointly sponsoring, when necessary, new-teacher orientation programs if it be to the parties' mutual benefit.

G. Exclusive Rights and Privileges

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.

ARTICLE VI

Teacher Employment

Each teacher shall be notified of his/her contract and salary status for the ensuing contract year no later than April 30.

ARTICLE VII

Salaries

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" or "B" which are attached hereto and made a part hereof.
1. The Board agrees to pay a teacher of any of the classes for the handicapped in the categories that follow an extra increment on the salary schedule A or B within the degree category that said teacher presently occupies; for instance, a teacher on step #7 in the bachelor's category will automatically be paid at step #8 in the bachelor's category until he/she is relieved of such teaching assignment.

Auditorily handicapped  
Chronically ill  
Communication handicapped  
Emotionally disturbed  
Mentally retarded: educable  
Mentally retarded: eligible for day training  
Mentally retarded: trainable  
Multiply handicapped  
Neurologically impaired  
Orthopedically handicapped  
Perceptually impaired  
Preschool handicapped  
Visually handicapped

2. The Board agrees to pay a teacher holding a doctoral degree an annual salary of \$1000.00 more than the salary of a teacher on the same step in the salary schedule at M+60 level.

B. Payment of Salary

1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly or twelve (12) monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly or ten (10) monthly installments.
3. Teachers may individually elect to have summer payment deducted from their pay. These funds shall be paid to each teacher according to his/her payment schedule as designated in September or each contract year.
4. When a payday falls on or during a school holiday,

vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

5. Teachers employed on a ten-month basis shall receive their final checks no later than June 30 of the contract year.

#### C. Benefits

1. The Board shall pay one hundred percent (100%) of the premium cost of the dependent coverage portion of the plan of the New Jersey Health Benefits [Blue Cross and Blue Shield with Major Medical] subscribed to by each employee.
2. The Board shall pay one hundred percent (100%) of the premium cost of disability insurance as provided by the Union Mutual Life Insurance Company submitted as proposal #311096 by S. Thomas Bristow Associates of 7 Cedar Street, Frenchtown, New Jersey 08825.
3. The Board shall pay one hundred percent (100%) of the premium cost of employee and dependent coverage of the Blue Cross and Blue Shield Dental Health Program.
4. The Board shall pay one hundred percent (100%) of the premium cost of the employee, parent-child, and family plan for the \$1.00 co-pay rate of the prescription drug program agreed upon by both parties.

#### D. Continuation of Health Benefits after Retirement

1. The Association and the Board agree that all presently retired and subsequently retiring employees who have a minimum of twenty-five (25) years of enrollment in a New Jersey pension system shall receive full paid health benefits [Blue Cross, Blue Shield, Major Medical, Rider J, Prescription Drug Program, Dental Program] for the employee and the employee's spouse for the remainder of the their lives.

Individuals who have fewer years of service credited in a New Jersey pension system but who retired/retire on disability pension shall qualify for the above cited continued full paid health benefits.

2. The surviving spouse of any employee who has met all of the above qualifications but dies while still employed under contract to the Readington Township Schools shall receive all of the the above health benefits as related in paragraph 1 for the remainder of his/her life.

3. All additional or upgraded health benefits subsequently received by employees of the Board shall also be received by eligible retirees and their spouses.

E. Financial Compensation for Accumulated Sick Days

1. The effective starting date for accounting unused sick days as referred to in sections 2 and 3 of this section E, is July 1, 1978.
2. The Board shall pay a stipend of one thousand dollars (\$1000.00) to a full time employee who has accumulated forty (40) unused sick days at the close of the school year in which the said employee acquires the fortieth day.

This stipend shall be awarded to any particular employee only once.

3. The Board shall pay a stipend of seven hundred and fifty dollars (\$750) to a full time employee each time the said employee accumulates an additional thirty (30) unused sick days at the close of the school year in which he/she acquires the thirtieth day. Each additional stipend (70, 100, 130, 160, etc.) shall be awarded to any particular employee only once.
4. Upon an employee's retirement, the Board shall pay said employee a stipend of forty dollars (\$40) for each unused sick day accumulated prior to July 1, 1989. Any person retiring within the three year period of this agreement, shall receive a stipend of fifty dollars (\$50) for these days accumulated from September 1989 to July 1992.

F. Unused Personal Days

Any teacher not using any of his/her three (3) personal days in any one school year, shall be reimbursed in the amount of a substitute teacher's per diem salary for each unused day. Reimbursement shall be included in the teacher's final pay-check in June of each contract year.

G. Additional Financial Compensation

1. The Board agrees to pay \$16.00 per hour to an employee who is engaged in curriculum work outside of those duties listed in the original Agreement.
2. The Board agrees to pay \$15.00 per hour to an employee who is engaged in supervising an after-school activity or club which is not part of his/her contractual agreement. This activity or club must be recommended by the building

principal and approved by the superintendent.

3. The Board agrees to pay \$25.00 per hour, plus mileage expense when applicable, to an employee who is engaged in homebound instruction.

4. Bus Duty

It being agreed between the Association and the Board that, although many of the extra duties or extra-curricular activities to which teachers are assigned form a part of their regular duties or are of such a professional nature as to require no extra compensation, certain of the supervisory duties involved in connection with loading and unloading of school buses is of different nature and justifies an extra payment to the teachers performing such duties generally described below. The Board agrees, therefore, to pay \$15.00 per hour [prorated for fractions of an hour, but not for time spent which is less than ten minutes] to any teacher assigned to such a duty.

Such compensable extra duty shall apply to teachers specifically assigned responsibility by the superintendent for receiving and dismissing of the total transported student body.

The assignment of teachers to such duty shall be at the sole discretion of the superintendent. He/She shall also be the sole judge of the number of teachers required for such duty.

5. Nurses will stay for after-school activities, when needed, up to 5:30 p.m. They will be paid at the after-school activity rate.

## ARTICLE VIII

### Teacher Assignment

- A. All teachers shall be given notice of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than August 1.
- B. Inter-School Assignments
  - 1. Schedules of teachers who are assigned to more than one school in the district shall be arranged so that no said teacher shall be required to engage in an unreasonable amount of inter-school travel. Said teachers shall be notified of any changes in their schedules as soon as practicable.
  - 2. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate set annually by the Board for all driving done between arrival at the first location at the beginning of their workday and departure from the last location.

ARTICLE IX

Short-Term and Extended Leaves

A. Sick Leave

As of September 1, 1969, each teacher employed by the Board shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not he/she reports for duty on that day.

1. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Notwithstanding anything to the contrary set forth in the salary policy of the Board, should a teacher be absent because of a doctor-certified illness or injury for a number of days in excess of that teacher's accumulated sick leave [as provided in this ARTICLE IX] and a substitute teacher is employed by the Board to fulfill that teacher's assignment, there shall be deducted from said teacher's salary for days in excess of sick leave the actual salary amount paid by the Board to the substitute [but in no event shall the deduction be more per day than 1/200th of the absent teacher's annual contract salary]; except that after said substitute shall have been so employed for twenty (20) consecutive school days in that assignment, the daily deduction from the absent teacher's salary shall be equal to 1/200th of that teacher's annual contract salary until the teacher returns to work or his/her contract otherwise terminates.

The doctor-certified illness or injury referred to previously shall be deemed to require the submission of a written statement by a duly licensed medical doctor that the teacher is or was unable to perform his/her regular duties during the period of absence.

B. Short-Term Leave

1. Family Leave

The following leaves of absence may be granted:

Emergency leave, up to a maximum of three (3) days per school year, because of serious, unforeseen illness in the immediate family.

Emergency leave, up to a maximum of five (5) days, per death, if necessary, because of a death in the immediate family.

## 2. Personal Leave

Each teacher shall be granted three (3) days leave from his/her duties for personal reasons for each school year. The teacher shall give notice to his/her building principal at least five (5) school days before such leave is taken, except in the case of an emergency. The applicant has only to say that he/she is going to take such leave and state the specific day(s).

A teacher may not take a personal day before or after a school holiday or on a teachers' in-service workday.

## 3. Professional Leave

- a. Each teacher may be granted up to a maximum of two (2) days' leave each school year to attend meetings, workshops, or other such events that will contribute to the teacher's professional growth.
- b. Members of the staff shall be permitted to attend the New Jersey Education Association Convention. The Board shall remunerate any teacher attending said Convention for expenses in the amount of \$40.00 for one day's attendance or \$90.00 for extended attendance upon presentation of the teacher's hotel or motel receipt to the Board secretary.

## C. Maternity Leave

1. A teacher planning to request a maternity leave shall notify the superintendent of her pregnancy as soon as it is medically confirmed.
2. Beginning of Leave
  - a. The maternity leave may begin as soon as a written notification from the attending physician is received indicating that the teacher is not physically able to carry out her duties, or
  - b. A total of forty (40) working days shall be allowed a pregnancy/temporary disability leave (sick leave). These forty working days shall be divided, by the individual teacher, into days used prior to the expected due date, and those used after the expected due date. During this forty day period, an employee may use sick leave.

Upon expiration of the above related pregnancy temporary disability leave, said teacher's maternity leave shall commence.

### 3. Length of leave

- a. Employees returning from maternity leave may return at any time during their disability leave period. Once this time is used up, they may take maternity leave. They must return from this leave, however, at the beginning of the school year, or at the beginning of the third marking period.
- b. The tenured teacher delivering a child before November 1, shall be allowed maternity leave for the remainder of that school year.
- c. A tenured teacher delivering a child after October 31, shall be given a maternity leave for the remainder of that school year, and may request and shall be granted an additional year's leave or half year leave, returning at the beginning of the third marking period. The written request shall be given to the superintendent when the teacher is offered her contract.

Upon the request of the teacher, the superintendent may recommend to the Board that the length of the leave be adjusted.

- d. A non-tenured teacher delivering a child during the school year may be given a leave for the remainder of that school year.
- e. A non-tenured teacher delivering a child during the summer vacation may be given a leave for one school year.
- f. Child rearing leave will be considered in the same light as a maternity leave, except that no teacher requesting and receiving a child rearing leave shall be entitled to temporary pregnancy disability leave (sick leave), as related in Section C2 of this ARTICLE, prior to the commencement of said teacher's child rearing leave.

### 4. Return from Leave

The return of a teacher from a maternity leave will be contingent upon medical approval.

### D. Family Illness Leave

A leave of absence without pay of up to one(1) year may be granted for the purpose of caring of a sick member of the teacher's immediate family.

"Immediate family" as referred to above may mean any of the following:

The teacher's spouse, parent, grandparent, brother, sister, child, aunt, uncle, or any relative who resides with the teacher or with whom the teacher resides.

The mother or father of the teacher's spouse.

E. Other Leave

Other leaves of absence, for hitherto unspecified reasons, may be granted upon the recommendation of the superintendent and approval of the Board.

F. Leave Procedures

1. All requests for initial leaves of absence and extensions or renewals of leaves of absence shall be applied for in writing.
2. Upon recommendation of the superintendent and approval of the Board, additional leave may be granted.
3. Any absence of a teacher apart from or in excess of authorized leave shall result in the deduction from the teacher's contract salary of 1/200th thereof for each day of such absence.

ARTICLE X

Professional Development and Educational Improvement

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principles of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to implement the following:
  1. To pay tuition costs at the current New Jersey state college rate. The full cost of books will be borne by the Board provided that said books be given to the professional library. The number of courses to be taken per semester shall not exceed two (2) unless prior approval is obtained from the superintendent. All courses must be approved by the superintendent before said courses are taken.
  2. Courses taken at other than a New Jersey state college will be reimbursed at actual cost with no more than twelve (12) credits allowable in any one year. Permission of the superintendent must be received before taking the courses.

## ARTICLE XI

### Miscellaneous Provisions

- A. Copies of this Agreement shall be printed at the expense of the Board after the Agreement is signed, and said copies shall be presented to all teachers now employed or hereafter employed as part of their administrators' handbook.
- B. Contractual Agreements
1. The provisions stated here in conjunction with New Jersey statutes shall serve as the provisions of employment by the Board of Education:
    - a. A teacher must be properly certified and under written contract.
    - b. A teacher's contract ceases without proper certification.
    - c. A teacher holding an emergency certificate does not obtain tenure.
  2. Staff members who expect to occupy a new position on the salary schedule due to college or university training shall notify the superintendent of schools in writing of such intent by October 15 of any year prior to such a change.
  3. The Board of Education shall not consider race, religion, national origin, sex, or physical disability as pertinent factors for employment.
  4. Teachers shall not come under full-time contract unless they are citizens of the United States of America or are involved in naturalization proceedings.
  5. The Board of Education may require a physical examination of every employee once a year. The scope of said examination shall be as prescribed by the N J State Board of Health.
  6. The Board agrees to employ the number of physical education teachers required in each elementary school to assure the scheduling of one (1) physical education period per day for each individual class and thus provide each classroom teacher with a minimum of one (1) planning period per day.

7. In the event of a physical education teacher's absence and the inavailability of a substitute teacher, each classroom teacher shall assume the responsibility for supervising his/her class's physical education period for that day.
8. The Board of Education shall protect personnel from financial loss due to legal action arising from professional duties.
9. The Board of Education shall maintain the right to make rules and regulations not inconsistent with state law.

C. Staff Participation in Determination of Personnel Policies

1. In the development of policies that affect personnel, the superintendent shall include at the planning stage those employees who will be affected by such provisions.
2. The superintendent shall evolve with the staff channels for ready intercommunication of ideas and feelings.
3. The superintendent shall give due consideration to suggestions submitted by employees or by groups designated to represent employees and shall inform the Board of worthwhile suggestions when presenting reports of administrative action and in presenting recommendations for Board action.
4. Except in emergencies, the Board shall not attempt to decide questions affecting personnel without first examining the recommendations of those staff members affected by its decision.

ARTICLE XII

Duration of Agreement

This Agreement and all subsequent amendments shall be effective as of the date of their original signing by both parties and shall continue in effect until both parties mutually agree upon any changes, additions, or deletions. By giving written notice prior to October 1 of each succeeding year, either party may open negotiations of the Salary Schedule A and other items considered negotiable under New Jersey State rules and regulations. If the superintendent deems that other matters should be the subject of negotiation due to deteriorating teacher moral or unforeseen circumstances resulting in adverse educational conditions, the superintendent may request that both parties reopen negotiations.