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PROFESSIONAL NEGOTIATIONS

AGREEMENT

Board of Education of the Township of Chatham  
and  
Chatham Township Education Association

April 12, 1976

76-77

PROFESSIONAL NEGOTIATIONS AGREEMENT

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PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT, made the twelfth day of April, 1976, between the Board of Education of the Township of Chatham, New Jersey, hereinafter called the "Board", and the Chatham Township Education Association, hereinafter called the "Association".

- A. The Board has previously recognized the Association by resolution dated December 9, 1968 as exclusive representative for collective negotiations concerning the terms and conditions of employment of the salaried employees in the professional staff negotiating unit consisting of classroom teachers, nurses, librarians, guidance counsellors and learning disability teachers under contract to the Board.

The following negotiated agreements apply exclusively to professional staff employees in the categories of personnel specified in the foregoing recognition Resolution, employed on a regular contractual basis, and to none other.

Part-time employees shall receive a prorated portion of benefits available to full-time employees in accordance with the percent their part-time employment is to that of a full-time employee, unless otherwise specified in this document.

- B. The parties have met and negotiated certain agreements as follows:

1. Term of Contract

The term of this contract shall be from July 1, 1976 to June 30, 1977. The economic provisions for the salary guides shall be effective September 1, 1976 to June 30, 1977. It is further understood that subsequent negotiations shall begin not later than November 1, prior to the expiration of this contract. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the dates indicated.

2. Salary Guides

a. Professional (Ten Month)

Teachers  
Librarians  
Learning Disability Specialists  
Guidance  
Nurses

CHATHAM TOWNSHIP SCHOOL DISTRICT  
SALARY GUIDE 1976 - 1977

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>M.A.+60/Ed.D.</u>
1	\$10,037	\$10,288	\$10,546	\$11,046	\$11,571	\$12,121
2	10,514	10,777	11,047	11,571	12,121	12,697
3	10,991	11,266	11,548	12,096	12,671	13,273
4	11,468	11,755	12,049	12,621	13,221	13,849
5	11,945	12,244	12,550	13,146	13,771	14,425
6	12,422	12,733	13,051	13,671	14,321	15,001
7	12,899	13,222	13,552	14,196	14,871	15,577
8	13,376	13,711	14,053	14,721	15,421	16,153
9	13,853	14,200	14,554	15,246	15,971	16,729
10	14,330	14,689	15,055	15,771	16,521	17,305
11	14,807	15,178	15,556	16,296	17,071	17,881
12	15,284	15,667	16,057	16,821	17,621	18,457
13	15,761	16,156	16,558	17,346	18,171	19,033
14	16,238	16,645	17,059	17,871	18,721	19,609
15	16,715	17,134	17,560	18,396	19,271	20,185
16			18,061	18,921	19,821	20,761
17				19,446	20,371	21,337
18				19,971	20,921	21,913
19					21,471	22,489

b. Under these provisions, teachers shall advance on the Salary Guide only upon positive recommendation of their administration, based upon the quality of the teachers' service.

EXTRA DUTY - EXTRA PAY GUIDE  
1976 - 1977

1440 1560 1680 1800  
Head  
H.S. Director of Athletics

1320 1440 1560 1680  
Head  
H.S. Football

1050 1170 1290 1410  
Head  
H.S. Basketball (boys)  
H.S. Basketball (girls V & JV)

930 1050 1170 1290  
Head  
H.S. Baseball  
H.S. Ice Hockey

900 1020 1140 1260  
Head  
H.S. Track

870 990 1110 1230  
Head  
H.S. Soccer  
H.S. Field Hockey (V & JV)

810 900 990 1080  
Ass't.  
H.S. Football

750 840 930 1020  
H.S. Yearbook  
H.S. Student Body Treasurer

720 810 900 990  
H.S. Band Director  
Ass't.  
H.S. Basketball (boys)  
H.S. Basketball (girls)

660 750 840 930  
Ass't.  
H.S. Baseball  
H.S. Track

630 720 810 900  
Head  
H.S. Cross Country  
Sr. Class  
Ass't.  
H.S. Soccer  
H.S. Field Hockey

510 570 630 690  
Head  
H.S. Play Production

480 540 600 660  
Head  
H.S. Tennis  
H.S. Golf  
H.S. LaCrosse  
H.S. Cheerleading

450 510 570 630  
H.S. Newspaper  
H.S. Student Council

360 420 480 540  
Head  
H.S. G.A.A. Show

300 360 420 480  
H.S. Color Guard

180	240	300	360
Junior Class			
<u>Ass't.</u>			
High School Play Production			

120	180	240	300
A.F.S.			
Nat. Honor Soc.			
<u>Ass't.</u>			
H.S.G.A.A. Production			

120	150	180	240
Intramurals (by season)			
Sophomore Class			
Freshman Class			

Experience Consideration in four steps:

- (1) Beginning (no experience)
- (2) One year's experience
- (3) Two year's experience
- (4) Three years experience

Each year as an assistant in Chatham Township shall count as one-half year's experience if promoted to head coach or advisor in the same activity.

Coaches or advisors moving from assistant to head in the same activity shall start no higher than the third step.

The salary of a coach or advisor new to the system shall be determined by his previous experience in coaching or advising in that activity, but will be no higher than the second step. Consideration for experience as an assistant coach in one sport shall be applied at one-half the experience to assistant coaching in another sport. Each year of experience in a sport can be considered only once and for only one sport. 10¢ a mile will be paid for approved scouting trips.

Placement on this guide shall be based upon:

Number of Students  
Pressures  
Amount of Equipment  
Time

### 3. Health Insurance

- a. The Board presently provides and pays for health and hospitalization insurance with extended benefits comparable to those commonly referred to as "Rider J" for each employee (full and part time) who wishes such insurance and agrees to continue this coverage. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better than that presently existing.
- b. The Board presently provides and pays for major medical insurance for each employee (full and part time) who wishes such insurance and agrees to continue this coverage. The Board reserves the right to transfer the insurance coverage to other insurance companies, but agrees that if this is done, the coverage shall be equal to or better than that presently existing.
- c. The Board will provide 90% of the cost of insurance for the above coverages (a and b) for dependents of school district employees insured under paragraphs "a" and "b" above. Dependents shall be defined as specified in the State Health Benefits Plan.
- d. The Board limits its liability for health insurance expenditure to 90% of the cost of premiums for dependent coverage in effect as of September 1 of the contract year.
- e. The Board will provide a dental plan for employees (full and part time) through the Morris County Educational Services Commission (or some other mutually acceptable agent if the M.C.E.S.C. plan is unavailable) at a cost of \$5.49 per month per employee and a total cost of between \$8,000 - \$9,000 for this contract year for all employees in the negotiating unit.

### 4. Professional Growth

#### Course Subsidy Plan

The Board of Education encourages members of its professional staff to maintain and expand proficiency in their chosen fields by participating in courses offered at nearby colleges and universities.

Accordingly, the Board of Education will reimburse any full-time member of the professional staff seventy-five (75%) of the registration and tuition fee for each course which he or she completes successfully, under the following guidelines, (for other than full-time professional staff, payment will be pro-rated according to the percent of full-time employment rendered by a staff member to the district during the time he or she is taking the course. Full-time professional staff are eligible to receive 75% reimbursement, half-time professional staff, 37-1/2%, etc.):

- a. Approval in advance by the principal and superintendent.
- b. Course is not required by the State for Certification in the position the teacher holds.
- c. Course commences on or after the initial day of employment in Chatham Township.
- d. Course is related to improvement in the staff member's value to the Township School System.
  - (1) Course is in subject field or area in which employee is presently employed, or
    - Course is in subject field or area in which the school district feels the employee may later serve to the advantage of the school district, or
    - Course is part of a degree program approved by the college or university concerned and by the principal and superintendent.
  - (2) Course carries obvious advantages to staff members in their present position as opposed to other possible positions in other districts.
- e. Course is successfully completed for credit.
- f. Reimbursement for fall courses will be made immediately after completion of course for those staff members under contract at the time of reimbursement. Reimbursement for spring and summer courses will be made the following September for only those staff members under contract and actively serving the Township Schools in that September.

Exceptions to these delayed payment plans are:

Staff members entering the military service

Staff members on leave will be paid upon their return to Chatham Township Schools

## 5. Leaves

### a. Illness

- (1) Ten-month employees with up to ten years service in Chatham Township - ten days of sick leave per year with full pay
- (2) Ten-month employees with more than ten years service in Chatham Township - fifteen days of sick leave per year with full pay
- (3) Twelve-month employees with up to ten years service in Chatham Township - twelve days of sick leave with full pay



- (4) Twelve-month employees with more than ten years service in Chatham Township - eighteen days of sick leave with full pay
- (5) Any unused portion of the yearly allowance for a given employee (but not more than ten days for ten-month employees and twelve days for twelve-month employees) shall be cumulative without limit for absences because of sickness.
- (6) Employees serving for part of a school year shall receive a prorated portion of the sick leave due them. Upon entering the school system, and at the beginning of each school year thereafter, the full yearly allowance shall be available as needed by each employee.
- (7) Absences on sick leave in excess of that provided under (1), (2), (3), (4), (5) and (6) shall be allowed, subject to deduction of the salary paid to a substitute filling the position, up to one month's time (defined as twenty school days) for each full year of service completed in Chatham Township by the employee on sick leave, and limited to five months in any ten-year period.

This section shall apply to "hardship" cases for medical absences of five or more continuing days above that provided under section (1), (2), (3), (4), (5) and (6). The Board of Education or its designated representative shall be the sole judge of what constitutes a "hardship" case.

- (8) For absence due to serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay for not more than five days in each school year. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.
- (9) Terminal severance pay will be granted to persons who retire directly from employment in the Chatham Township School District and will be based upon \$10.00 a day for unused sick leave acquired during employment in Chatham Township subsequent to July 1, 1971 and \$20.00 a day for unused sick leave acquired during employment in Chatham Township subsequent to July 1, 1975.
- (10) In the event that a staff member dies while in the service of the Chatham Township Public Schools, his unused sick days will be reimbursed at the specified rate in the name of his designated beneficiary.

b. Death of Close Relations

Absences because of death in the employee's immediate family shall be allowed with full pay for a period not exceeding five working days in each such case. Immediate family shall be defined as B 5a (8).

Absences resulting from the death of another relative or close friend shall be allowed with full pay for one day in each such case.

c. Marriage

Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five school days without pay.

d. Personal Business

A maximum allowance of up to four days leave of absence in any one school year caused by important personal business which cannot be attended to other than during school hours on days when school is in session, shall be allowed without loss of pay, upon one week's prior notice (where possible) to the appropriate school principal.

Two of the above days will be granted without specific reasons being stated in the request for same, however, such request will not be granted if the day or days immediately precede or follow a school vacation or holiday.

The remaining two days may be granted upon request with specific reason, and approval of the building principal and the Superintendent of Schools. All requests and approvals must be in writing.

e. Disability

Disability leave shall be as defined in NJSA 18A:30-1 to mean leave taken by a person steadily employed by the district who is absent "from his or her post of duty ... because of personal disability due to illness or injury ...", or for other sufficient reasons.

All employees who anticipate disability in a specific future event, such as childbirth, pending surgery or other medical procedure, shall report that status to the district as soon as known, and submit a physician's statement to certify their continuing fitness. Where the date on which disability will actually commence cannot be fixed with accuracy, as in normal childbirth, the teaching staff members shall normally leave district employment for the last four weeks before the projected disability date so that adequate substitutes can be procured with certainty as to the date upon which their employment will begin. Any teacher choosing to continue working beyond the eighth month of pregnancy, must submit medical evidence attesting to her physical ability to perform her duties without threat to her health. In such cases, leave will commence at the time of actual disability.

An employee who claims disability leave of more than five consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

Upon the expiration of all disability entitlement or at any prior time, the employee may request that the Board of Education grant him/her unpaid leave for the remainder of the school year or to the end of his/her contract period, whichever comes first. The Board will give most careful consideration to all such requests.

The employee must notify the Superintendent by April 15, of the school year in which his/her leave terminates as to his/her intention to resume or resign his

f. General

Absences for other reasons without pay, if approved by the appropriate principal and the Superintendent.

A day's salary for teachers and any employee on a ten-month basis shall be defined as 1/200th of the annual salary and 1/250th of the annual salary in the case of persons employed on a twelve-month basis.

6. Contract Notification

A contract or notification that no contract will be offered, will be mailed to each non-tenure teacher by April 1st, or one week following the first official Board meeting after agreement has been reached on the negotiations contract, whichever date is later.

Once an employee goes on tenure, he or she will be mailed by April 15th, in lieu of a formal contract, a memo agreement outlining the salary which the Board proposes to pay the employee during the next year.

If an agreement on the negotiations contract has not been reached by these dates, in lieu of a formal contract, a memorandum will be mailed indicating that a formal contract will be forthcoming upon completion of negotiations.

It is important for all parties to understand that as each school district has its responsibility for adequate notice of contract renewal to all employees, so too, does each employee carry a similar responsibility for adequate notice to the district of his/her intentions. Each employee shall notify the Board of Education of his/her intentions within thirty (30) days from the date of receipt of offered contract or memorandum agreement, or be considered as resigning from his/her position.

An extension of time will be permitted upon mutual agreement or under certain conditions which make it impossible to meet these dates.

7. Rehiring of Non-Tenure Teachers

A non-tenure teacher released from service because of a reduction in force or the elimination of a position may be assured that his/her application for reemployment will be given most careful consideration by the Board, and that where his/her previous service to the district can be counted in his/her favor, it shall be. If this teacher can present credentials appropriate to another position than the one previously held, similar careful treatment shall be extended to him/her. It is understood that said teacher had received satisfactory evaluations up to the time of his/her release.

8. Calendar

After receiving input from interested parties, a calendar (of 183 pupil plus six staff days for a total calendar of 189 regularly scheduled staff days) will be drafted by the Superintendent and staff representatives and approved by the Board of Education.

9. Shared Personnel

Members of the negotiating unit who are regularly scheduled to instruct in more than one building on the same day and for which no additional remuneration is received, shall receive 10¢ per mile reimbursement for travel those days between the buildings.

10. Automatic Payroll Deduction

The Board agrees to deduct from the salaries of its teachers, dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said teachers voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52: 14-16.9e) and under rules established by the State Department of Education.

Said monies and a report shall be forwarded to the treasurer of the Association by the 15th of each month following the pay period in which the deductions were made. Said treasurer will disburse these monies to the appropriate association or associations.

The Board will deduct and forward to the Chatham Trust Company 10% of the gross monthly earnings of any employee requesting same in writing before September 15 of each school year. All other arrangements with the bank must be made by the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing.

11. Complaint Procedure

Any signed written complaint regarding a teacher on which action is to be taken (including the placement of such letter in the teacher's personnel file), made to any member of the administration by any parent, student, or other person shall be shared with the teacher. The complainant has the privilege of withdrawing his/her complaint. Prior to any further administrative action in connection thereto, the administrator in question will try to resolve the complaint with the teacher informally.

12. Board of Education - Professional Staff Relations

I Purpose

To implement our belief in the importance of the Board and staff working together to improve the efficiency, morale and well being of the staff, there shall exist a Board/Staff Relations Committee.

The Committee shall meet to discuss the impact of policies and decisions which will directly affect the role of the professional staff in the educational process.

II Composition

The Board/Staff Relations Committee shall be composed of three (3) members designated by the Executive Board of the Association; three (3) members of the Board of Education, appointed by its President, and the Superintendent of Schools. An alternate may be appointed by each party from its membership to serve in lieu of an absent representative. (Upon prior agreement of both parties, the number of representatives of either or both parties, in specific circumstances, may be changed, to allow, for example, additional input from concerned parties).

III The duties of the Superintendent shall be:

- A. To convene meetings of the Board/Staff Relations Committee
  1. At the request of the Association representatives
  2. At the request of the Board's representatives, or
  3. At the discretion of the Superintendent
  4. At least three (3) times during the school year, preferably in October, January and April.
- B. To notify in writing, representatives of both groups, ten (10) days prior to a mutually agreeable meeting date.
- C. To determine in agreement with interested parties whether or not topics fall within the scope of this committee, and notify in writing said parties.
- D. To act as Chairman at all meetings of the Board/Staff Relations Committee.

#### IV Other Channels

The above procedure shall not preclude staff representatives, individuals, or a group, from presenting to the Board through proper administrative channels suggestions concerning policies, working conditions or any area affecting the welfare of the staff. The Superintendent shall have the opportunity to offer to individuals, or groups, suggested guidelines concerning Board policies and the welfare of the staff.

#### 13. Grievance Procedure

The Board and the Association desire to maintain a grievance procedure in accordance with Chapter 303 Public Laws of 1968, that serves the best interest of both the aggrieved employee and the school system. The Association or any individual member of the staff shall have the right to appeal the application of this agreement, policies or administrative decisions affecting a teacher or a group of teachers through the channels specified by this procedure. They shall have the right to present their appeal or to designate representatives of the Association of their own choosing to appear with them or for them at any step in their appeal. The Board and the Association believe in supporting the authority of the school administration to render decisions at the levels of responsibility officially assigned to them in the organizational structure.

##### Procedure for Appeals

- I. The Association or any employee who has a complaint or grievance shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.
- II. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, they shall set forth their complaint in writing to the principal. This written complaint shall be made within sixty days of the last occurrence of the alleged grievance. The principal shall communicate his decision to the aggrieved party in writing, with supporting reasons, within three (3) calendar days of the receipt of the written complaint.
- III. If the problem is not settled to the satisfaction of both the aggrieved party and his/her respective superiors, either party or both parties may request that the matter be referred to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The complaint previously filed with the principal and the principal's written decision shall be filed with the appeal to the Superintendent. If any of the aforementioned parties so requests, a discussion of the complaint must be held within five (5) calendar days of filing the appeal with the Superintendent. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed five (5) calendar days. The Superintendent shall communicate his decision in writing, with supporting reasons, to the involved parties.

- IV. If an individual grievance is not settled after reaching the Superintendent of Schools, the matter may be referred at the request of any party to the Chatham Township Education Association for consideration. The Association shall make a determination of the merit of the grievance as soon as possible, but within a period not to exceed five (5) calendar days.
- V. If the Chatham Township Education Association determines that the grievance is valid, then it will refer the complaint with all available substantiating evidence to the Board/Staff Relations Committee for consideration.
- VI. In the event that the Chatham Township Education Association determines that the grievance is without merit, it will so notify the aggrieved party in writing within five (5) calendar days. Said party may then contact the Superintendent requesting permission to personally present his/her case before the Board/Staff Relations Committee.
- VII. An employee whose grievance has been determined to be without merit by the Board/Staff Relations Committee shall have the right to appeal to the Board by filing a written appeal with the President and the Secretary of the Board, with copies of all complaints, reports and findings previously made. (Copies of the appeal shall be sent to the Chatham Township Education Association and the Superintendent of Schools.
- VIII. The President of the Board shall fix the place and time for the meeting, said meeting to be held within ten (10) calendar days of receipt of appeal, and shall notify all parties of same in writing. The attorney of the Board may be present at the hearing and participate therein, as will the Superintendent of Schools.
- IX. The aggrieved party may have a legal representative and/or witnesses of his/her choice in attendance at an appeal before the Board/Staff Relations Committee or the entire Board.
- X. The Board shall review the case and render a written decision within twenty-five (25) calendar days of the date of appeal to the full Board. This decision shall be forwarded to the parties concerned through the Secretary of the Board of Education.
- XI. In the event that time limits specified in this procedure cause undue hardship for any party concerned, said time limits may be extended by mutual agreement.
- XII. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

- XIII. 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.

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, his/her agent, or, at his/her option, by the Chatham Township Education Association or by a representative selected or approved by the Chatham Township Education Association.

- XIV. In presenting their grievances, members of the staff shall be assured freedom from prejudicial action. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, any member of the Chatham Township Association or any other participant in the grievance procedure by reasons of such participation.

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.

- XV. In the event of an impasse, either party may submit the unresolved grievance to mediation by the Public Employment Relations Commission as established in Chapter 303, Public Laws of 1968.
- XVI. If the grievance remains unresolved, fact-finding and advisory arbitration will be employed.

- a) After the mediator has made his suggestions, the parties involved will have a maximum of twenty (20) school days to resolve the grievance. If the grievance remains unresolved, either because the aggrieved person is dissatisfied with the disposition of his grievance or because the Board has made no disposition within the time limit, the aggrieved person may, within ten (10) school days, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b) Within twenty (20) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names. The parties then shall be bound by the rules and procedures of the AAA.



- c) In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section XVI, b. of this article.
- d) The Board and the Association will divide equally the costs of arbitration.

XVII. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. A maximum of five (5) school days shall be allowed for either party to carry the grievance 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 waiver of further appeal of the decision.

All written communications regarding this grievance procedure shall note at the beginning of such correspondence "In accordance with the grievance procedures outlined in the professional negotiations agreement...".

XVIII. It is understood that any employee grievant shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined, unless such continued action shall be in violation of law.

XIX. The Board's decision shall be final and binding on the grievances concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education.

#### 14. Prerogatives of the Board of Education

- a. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- b. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:
  - (1) to direct employees of the school district
  - (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees
  - (3) to relieve employees from duty because of lack of work or for other legitimate reasons
  - (4) to maintain the efficiency of the school district operations entrusted to them

- (5) to determine the methods, means and personnel by which such operations are to be conducted
- (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency

15. Association Rights and Privileges

Understanding that the President of the Association must attend to duties, including occasionally visiting other schools within the district, the Board and administration will endeavor to provide opportunities for such responsibilities so long as they do not interfere with a teacher's normal instructional responsibilities.

16. General

- a. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- b. Outside employment of staff members shall not interfere with the terms of the employee's contract or performance of duties, or reflect unfavorably on the Chatham Township School System.
- c. In the event that any provision of this Agreement shall be determined to be in conflict with state statutes, all other provisions of this Agreement will continue in effect.
- d. The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts and the parties agree that future contracts shall be negotiated within the spirit and intent of Chapter 303 of the Public Laws of New Jersey, 1968.

BOARD OF EDUCATION OF THE TOWNSHIP  
OF CHATHAM

BY \_\_\_\_\_

Peter J. McNally, President

ATTEST:

\_\_\_\_\_  
Rocco P. Orlando, Secretary

CHATHAM TOWNSHIP EDUCATION ASSOCIATION

BY \_\_\_\_\_

Peter A. Schorr, President

ATTEST:

\_\_\_\_\_  
Christine S. Watkins, Secretary