AGREEMENT

Between

Montgomery Township Board of Education

THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY,

IN THE COUNTY OF SOMERSET, NEW JERSEY

and

MONTGOMERY TOWNSHIP EDUCATION ASSOCIATION, INC.

X July 1, 1981 - June 30, 1982

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THIS AGREEMENT is entered into this 1st day of June 1981, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, hereinafter referred to as the "Board" and the MONTGOMERY TOWNSHIP EDUCATION ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

A. Pursuant to Chapter 303, Laws of 1968, the State of New Jersey, the Montgomery Township Board of Education hereby recognizes the Montgomery Township Education Association, Inc., as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for personnel under contract by the Board of Education as listed herein:

Certified Classroom Teachers
Guidance Counselors
Librarians
Nurses
Audio-Visual Coordinators
Teachers' Aides
Clerical Employees
Secretarial Employees
Special Services Personnel, including
- Speech Therapists
- Remedial Reading Teachers
- Home-School Coordinators
- Learning Disabilities Specialists
- Social Worker

But, excluding the Superintendent of Schools, Principals, Vice-Principals, Secretary to the Superintendent, Secretary to the Business Administrator, and managerial executives, team leaders, supervisors and confidential employees as defined in the Act, policemen, craft employees, and all other employees.

B. Unless otherwise indicated, the term "Employees", when used hereinafter in this Agreement, shall refer to all employees in the negotiating unit as above defined.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean a claim in writing by an employee or group of employees that there has been to him or them misinterpretation, misapplication, or a violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) calendar days (or five (5) working days, whichever is greater) of the time that the employee knows or should know of its occurrence; otherwise the same shall be deemed to have been abandoned. The term "Grievance" shall not include the following:

(a) Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education.

(b) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.

(c) The failure or refusal of the Board to renew a contract of a nontenure teacher.

(d) A complaint by any employee 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.

2. A "party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on 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.

3. It is understood that employees shall, during and notwithstanding the pendency 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.

4. 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. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5, Any party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. Level One:

Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head when applicable) in an attempt to resolve the matter informally at that level.

Level Two:

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to his principal on the grievance forms provided in the administrative manual. The principal shall communicate his decision to the employee in writing with reasons within five (5) working days of receipt of the written grievance.

Level Three:

If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) working days after receipt of the principal's decision, may request a review and hearing by the Superintendent of Schools. The appeal to the Superintendent must be made in writing with carbon copy to the principal setting forth the matter submitted to the principal as specified above and the reasons for his dissatisfaction with decisions previously rendered. The Superintendent may consider the appeal on the written record submitted to him, or he may, on his own election, conduct a hearing; and he may request within six (6) working days of receipt of the grievance appeal the submission of additional written material. Where additional written materials are requested by the Superintendent, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Superintendent elects to conduct a hearing it shall be held within ten (10) working days of the receipt of the grievance appeal by the Superintendent. The Superintendent shall make a determination within ten (10) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties of his determination.

Level Four:

(a) In the event any party is dissatisfied with the disposition of

the grievance at Level Three, he may, within five (5) working days after a decision by the Superintendent, request in writing that the grievance be submitted to arbitration.

(b) Within ten (10) working days after such written notice of request for 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. Having agreed to arbitrate, 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 in the selection of an arbitrator. The decision of the arbitrator shall be binding.

(c) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S.A.18A), or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance under Paragraph A of this Article II or excepted from this grievance procedure by any other provision of this Agreement, including any decision made in the discretion of the Superintendent or the Board.

D. 1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.

2. All hearings under this grievance procedure shall be conducted in private.

3. Each party shall bear the total costs incurred by itself, and the fees and expenses of the arbitrator are the only costs which will be shared by the parties, and they will be shared equally.

ARTICLE III

PERSONAL LEAVE

Absences permitted are for brief periods not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay, stated below, shall be for one (1) year and shall not be accumulative for use in another year. The intent in providing personal leave days is to grant paid leave for emergencies. Where possible, every effort should be made by the employee to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.

A. 1. Death in the Immediate Family - An allowance of up to five (5) days' leave shall be granted. Immediate family shall be construed to mean the employee's parents, spouse, children, brother or sister, or any member of the immediate household.

2. Death for Other Relatives: - An allowance of one (1) days's leave shall be granted. Other relatives shall be construed to mean the employee's aunt or uncle, father-in-law or mother-in-law, grandparent, grandchild, brother-in-law or sister-in-law, niece and nephew.

3. The personal leave days provided for herein are for the purpose of arranging for and attending funeral services and providing for a reasonable mourning period in connection therewith.

B. Serious Illness in the Immediate Family - An allowance of up to three (3) days may be granted in the sole discretion of the Board to care for members of the immediate family (as described in Paragraph A).

C. Other matters of a Personal Nature - An allowance of up to a total of five (5) days with prior approval by the Superintendent of Schools shall be granted for the following reasons:

(1) Recognition of a religious holiday.
(2) Court subpoena.
(3) Business not otherwise specified in this Article III and which cannot be attended to outside of school hours.

D. Other Circumstances - An allowance of up to one (1) day with prior approval by the Superintendent of Schools shall be granted for the following

reasons:

(1) Moving from one house to another.
(2) House Closing.
(3) Graduation of children from college.
(4) Receiving degree.
(5) Special professional examinations.
(6) Enrollment of son, daughter, or spouse in college.

E. An allowance of one (1) day for absence for reasons of a personal nature which the teacher feels cannot be stated shall be granted without any reason being stated other than that it is requested under this section. No more than five (5) teachers may be granted leaves under this Paragraph E at any one (1) time.

F. Requests for personal leave under this Article must be presented in writing 48 hours in advance to the building principal who will forward it to the Superintendent of Schools, except in cases of emergencies, then request may be by telephone or telegraph and followed up with written notification to the Superintendent.

G. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

H. All requests for personal leave shall be acknowledged in writing by the Superintendent.

1. Requests for personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.

ARTICLE IV

SABBATICAL LEAVE

Teachers shall be granted Sabbatical Leave for study, research towards a degree, or publication in areas of their specialization, such leave to be granted by the Board, in its sole discretion,where the same will be beneficial to the school system of Montgomery Township. Final approval of the applicant for Sabbatical will be made by the Board of Education.

A. Only one teacher may be granted a Sabbatical Leave at any one time.

B. Application for a Sabbatical Leave must be submitted before February 1st and processed no later than April 1st.

C. A teacher must complete seven (7) continuous years of satisfactory teaching in this district.

D. A teacher will receive half pay for a full year of Sabbatical. Payment will be made as per the teacher's regular step on the salary guide.

E. When a teacher is aware of the need to fulfill credit requirements in anticipation of recognition for an advanced degree at a particular college or university, that teacher must then secure Board approval and commitment that he will be granted such a Sabbatical Leave for research or for study at that college. Preference should be offered to Doctoral Candidates.

F. A teacher returning from Sabbatical Leave will receive an additional stipend of Five Hundred ($500.00) Dollars during the final quarter of the second year after returning to the district.

G. After completion of the Sabbatical Leave and upon return to active duty, the teacher will be placed on his proper step of the teachers' guide, the proper step to be the step that the teacher would have earned had he remained in teaching for that year.

H. If by April 1st no teacher has been granted a Sabbatical Leave the time limit in Paragraph B for application for Sabbatical Leave may be extended by the Board until May 1st for the sole purpose of permitting application for such leave by any teacher who has been accepted as a full time participant for a government sponsored institute for the following school year.

ARTICLE V

EXTENDED LEAVE OF ABSENCE

A. Extended leaves of absence without pay may be granted at the sole discretion of the Board of Education.

B. Maternity Leave:

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

(a) All initial applications for, and applications for extensions or reductions for maternity leave shall be made in writing to the Superintendent.

(b) All pregnant teachers may apply for pregnancy leave. As a condition to receiving such leave a pregnant teacher shall notify the Superintendent of Schools of the fact of her pregnancy as soon as her pregnancy is known or medically confirmed, but in no event later than the end of the fourth month of pregnancy. She shall advise the Superintendent of the anticipated date of the delivery of the child and of any revisions in such date which may come to her knowledge.

No later than the fourth month of pregnancy the pregnant teacher shall specify the date when she wishes her leave to commence. The commencement date of the pregnancy leave shall be determined by taking into account the needs of the District and the physical ability of the teacher to continue teaching. It is expected that pregnancy leaves will commence no later than the start of the eighth month of pregnancy unless the teacher presents a statement from her physician stating that she is physically able to continue all of her duties beyond that time, in which event she may be permitted to continue to the date certified by her physician; provided, however, that if such date is four (4) weeks or less before the scheduled birth the Board may require leave to commence any time prior to such date within such four (4) week prebirth period irrespective of the physician's certification.

The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a teacher has been assigned. The Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) days.

In the event of any question as to the condition of the pregnant teacher or as to the opinion of her physician the teacher may be required by the Board to submit to an examination by its designated physician and the teacher shall be required to submit to such examination. Any difference of opinion between the teacher's physician and the Board's designated physician

as to the ability of the teacher to continue to perform her duties shall be resolved by a third physician appointed by the teacher and the Board, or by the Somerset County Medical Society shall the parties be unable to agree.

Nothing stated herein is intended to restrict the right of the Board to remove any pregnant teacher from her teaching duties if it should determine that her teaching performance has substantially decreased from the time immediately prior to her pregnancy or for any other just cause.

(c) All pregnancy leaves shall be terminated no later than one (1) month following the date of the delivery of the child unless the teacher's physician shall certify that a further period of recuperation is required by the teacher, in which event said leave may be continued in the discretion of the Board for such additional period of time as shall be deemed necessary by the teacher's physician. In no event shall any teacher be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty. A teacher who has taken a pregnancy leave shall not return to duty during the last month of the academic school year unless permitted to do so by the Board in its discretion.

(d) Any pregnancy leave of absence granted to a nontenure teacher shall not extend beyond the end of the academic school year in which the leave is applied for and obtained.

(e) Any teacher may, in the case of a birth of a child, or in the case of adoption by such teacher of a child six (6) years of age or under or if the child is more than six (6) years of age where special circumstances require, apply for a leave for child rearing purposes, provided that:

(i) in cases where both husband and wife are teachers in this school system, only one of said persons may apply for such leave;

(ii) In the case of a female teacher the application for child rearing leave shall be made to become effective immediately upon the termination of her pregnancy leave;

(iii) All initial applications for, and applications for extensions or reductions for child rearing leave must be made in writing to the Superintendent and the initial application shall be filed at least three (3) months before the anticipated birth of the child, and in any event, no later than March 1. In the event unforeseen circumstances occur within such application period which necessitate a late application by a teacher for a child rearing leave, the specified application period may be waived, provided the teacher makes application for such leave immediately upon learning of the unforeseen occurrence.

(f) Child rearing leave may be granted for a period of up to the end of the academic school year in which the child is born or adopted, and such leave may, upon the request of the teacher,be extended for an additional academic school year. Request for extensions of such leaves must be made at least three (3) months prior to the commencement of such extended leave period, and, in any event, no later than March 1. In the event unforeseen circumstances occur within such application period which necessitate a late application by a teacher for extension of a child rearing leave, the specified application period may be waived, providing the teacher makes application for such extension immediately upon learning of the unforeseen occurrence. Unless the child rearing leave is a continuation of a pregnancy leave, it is not anticipated that child rearing leave will be permitted to commence during the first two (2) months of the academic school year but such leave, if requested to take effect at a time during such first two (2) months, will commence at the start of the academic school year. A teacher requesting child rearing leave will normally not be permitted to return to the school system following such leave during the last month of any academic school year.

(g) Where a teacher who has been granted a child rearing leave returns to the system, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the academic school year.

(h) The Board may set reasonable conditions for the granting of the child rearing leave, including requirement that the teacher receiving such leave will not accept full-time employment, or undertake any employment or full-time graduate study during all or part of the period of the child rearing leave which would interfere with the purpose of such leave.

(i) Any child rearing leave granted to a nontenure teacher shall not extend beyond the end of the academic school year for which the pregnancy leave is granted.

(j) Any teacher who has applied for and received child rearing leave may reapply for permission to return to employment during the academic school year for which such leave was granted and such leave may thereupon be terminated by the Board in its sole discretion.

(k) All child rearing leaves of absence and pregnancy leaves commencing prior to physical disability shall be without benefit of experience increment credit.

C. All benefits to which teachers were entitled at the time their leaves of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return. The Board will make every effort to offer a comparable position at the end of such leave.

D. All extensions or renewals of leaves shall be applied for and granted in writing.

E. Military leave without pay shall be granted to employees qualified under the provisions of N.J.S.A. 18A:6-33 in the manner and to the extent set forth in such statute.

F. Employees holding certain political office as specified in N.J.S.A. 18A:6-8.1 and N.J.S.A. 18:6-8.2 shall be entitled to leave in the manner and to the extent set forth in such statutes.

ARTICLE VI

SICK LEAVE

A. As of September 1st of the current school year all employees 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 they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Additional sick leave benefits may be granted by the Board of Educacation in its discretion after it considers each case on its individual merits.

C. Teachers previously employed in the Montgomery Township School District shall, upon being reemployed therein, be credited with unused sick leave days previously earned in the said District up to a maximum of thirty (30) days.

ARTICLE VII

TEACHERS' RIGHTS AND RESPONSIBILITIES

A. Professional Growth and Development:

1. The Board agrees to pay for tuition incurred for any courses and training sessions which the Board requires a teacher to take.

B. Non-Teaching Duties:

1. The parties hereto acknowledge that a teacher's primary respon-

sibility is to teach and that his energies should, to the extent reasonably possible, be utilized to this end.

2. Any teacher who is asked to write a curriculum not previously offered in the system shall be compensated therefor.

C. Teacher Assignment:

1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will be assigned with the scope of their teaching certificates and/or their major or minor fields of study whenever practicable.

2. Teachers will be informed by posting in each school of subjects and grade levels to be taught during the school year 1981-82 on or before June 15, 1981, whenever practicable. Such assignments may be changed in the event of an emergency or a material change of circumstance, and the Association shall be notified as soon as the change is accomplished.

3. Each teacher shall be given a duty-free lunch period, and every attempt shall be made to give each high school teacher one preparation period per day.

4. The Board will provide substitutes, whenever practicable, for certified classroom teachers and school nurses who are absent for a full day.

D. No teacher shall be disciplined or reduced in compensation without just cause.

E. No grade shall be changed without prior consultation with the teacher.

F. Whenever any teacher or any employee covered under the terms of the within Contract 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 or other employee in his office, position or employment, or the salary or any increments pertaining thereto, then he 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 or a person of his own choosing present to advise him and represent him during such meeting or interview.

G. In accordance with the provisions of N.J.S.A. 18A:30-2.1, whenever any employee entitled to sick leave is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave to which such employee may be entitled. Salary or wage payments provided herein shall be made for absence during the waiting period and during the period the employee received or was eligible to receive temporary benefits under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant hereto shall be reduced by the amount of

any workmen's compensation award made for temporary disability.

H. It is the Board's desire and intent to minimize legitimate complaints from High School Teaching Staff Members concerning work load inequities of continuous pupil contact for more than 185 minutes, excessive preparations, and/or unreasonable co-mingling of subjects in the same period. A committee composed of the Superintendent or his designee, the High School Principal, and two (2) teachers appointed by the Association, shall study these problems and make recommendations to the Superintendent and the Association by April 15 of each year.

ARTICLE VIII

TEACHER WORK YEAR

A. The teachers' in-school regularly scheduled work year shall consist of no more than one hundred eighty-four (184) days plus one (1) orientation day for all the staff, plus such orientation days as shall be required by the administration for new teachers.

ARTICLE IX

DISMISSAL, EVALUATION, PROMOTION, and TRANSFER

A. Dismissal:

A teacher who has been employed since September of the current school year and whose contract is not to be renewed will be notified thereof in writing on or before April 30 of such current school year.

B. Evaluation:

Once each school year, prior to March 15th, each principal will evaluate the professional staff, and report the results of nontenure teacher evaluations to the Superintendent. Each staff member shall have the opportunity to review a principal's evaluation of him and shall sign such evaluation. Evaluation of professional staff shall be in accordance with N.J.S.A.18:27-3.1 to 3.3 and N.J.A.C. 6:3-1.19 to 1.20, attached hereto as Schedule "D" as each may be amended.

Review of any violation of the procedure set forth therein shall be through the office of the Commissioner of Education and not through the Grievance Procedure set forth herein.

C. Promotion:

The Superintendent will post the availability and qualifications of any new or vacant positions in each school as soon as practicable but not later than ten (10) days from the time the vacancy or new position occurs. It is the intention of the Board to promote from within whenever in its sole and

unreviewable judgment the candidate is superior.

D. Transfer:

Teachers who desire a change of grade or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent, which statement shall include a grade 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.

E. Involuntary Transfer:

An involuntary transfer or re-assignment shall be made only after written notification thereof to the teacher involved and after a meeting between such teacher and principal, at which time the teacher shall be notified of the reason thereof in writing. In the event a teacher objects to the transfer or re-assignment at this meeting, upon request of the teacher, the Superintendent will meet with him. The decision of the Superintendent shall be final and in writing and shall not be subject to the grievance procedure.

ARTICLE X

ADVISORY COMMITTEE

A. Superintendent's Curriculum Advisory Council (SCAC):

This committee will meet with the Superintendent monthly to discuss curriculum in the Montgomery Township Schools. The committee will consist of:

(1) Superintendent of Schools
(2) One principal to be appointed by the Superintendent
(3) Six teachers, two from each school to be appointed by the principal
(4) One librarian, to be appointed by the Superintendent
(5) The President of the Association or his designee
(6) Two high school students to be appointed by the high school principal
(7) Two members of the community to be appointed by the Superintendent.

The principal will serve for a period of two (2) years. Initially three (3) teacher members will serve for a period of one (1) year, and three (3) for two (2) years. Thereafter, all teachers will be appointed for two (2) years. The librarian will serve for two (2) years. Neither principal, teachers, or librarian can serve for two (2) consecutive periods. Initially one (1) student and one (1) community member will be appointed for a one (1) year period while one (1) student and one (1) community member will be appointed for a two (2) year period. Thereafter, all students and community members will be appointed for two (2) years.

B. Participation in the consideration of any item by the SCAC which may constitute a term or condition of employment shall not be deemed a waiver by either the Association or the Board of such party's rights to collectively negotiate as to such item pursuant to N.J.S.A. 34:13A-5.1 et seq.

ARTICLE XI

SECRETARIES AND CLERKS

A. The regular full-time work week for secretaries and clerks shall be forty (40) hours with a one-half (1/2) hour lunch period each day.

B. The following paid holidays shall be granted to the secretaries and clerks:

Two days during the NJEA Convention
Thanksgiving
Friday after Thanksgiving
Either December 24 or December 26, at the discretion of the Superintendent
Christmas Day
New Year's Day
President's Day (if a school holiday on calendar)
Good Friday
Memorial Day
Independence Day
Labor Day
Any legal holiday observed as a holiday on the school calendar

If any of the above holidays fall on a Saturday or Sunday, the day off will be the day before or the day after such week-end, the determination of such holiday date to be at the discretion of the Superintendent and shall be granted as a paid holiday by the Board.

C. A secretary or clerk shall give thirty (30) days' notice prior to leaving the employment of the Board. A secretary or clerk shall be informed by the supervisor by April 30th in writing, if the contract is not to be renewed as of the following July 1st.

D. Office personnel hired on a twelve-month basis will be granted paid vacation according to the schedule below:

For employment of less than one (1) year prior to the summer in which the vacation is taken:

If hired the preceding July or August	-	2 calendar weeks
If hired in or after the preceding September	-	1 working day for each full month's service
After completion of one (1) year of employment	-	2 calendar weeks
After completion of seven (7) years of employment		3 calendar weeks

After completion of twelve (12) years of employment - 4 calendar weeks

Unless exceptions are granted by the Board, vacations must be taken during July and the first three weeks of August. Vacation time cannot be accumulated but must be taken during the contract year following the completion of the period referred to above. Schedules of such vacations shall be determined by the Superintendent in his discretion.

E. In addition to the above, the secretaries and clerks shall be granted up to one-half the days during which school is closed for Christmas and Spring vacations, such one-half days to be scheduled by the Superintendent in his discretion. The same vacation may be granted to ten-month office employees. In calculating the foregoing, a remainder of one-half (1/2) day for the Christmas and Easter (Spring) vacation period shall be rounded up to one (1) full day.

F. Secretaries and clerks shall not be required to report for work on any day when school is closed due to inclement weather.

G. A list of substitutes for secretary and clerk positions will be made available whenever practicable.

H. Secretaries and clerks shall be granted a fifteen-minute coffee break during the morning, the time thereof to be at the discretion of the supervisor involved.

I. Salary guides for secretarial and clerical personnel are listed on Schedule C. The Board reserves the right of initial placement and to withhold increment for cause.

J. Time in addition to the forty (40) hour week shall be at the discretion of the Superintendent and shall be compensated at time and one-half.

K. Classification of office personnel:

12 Month Employees: Employed twelve (12) months per year. Employed twenty (20) hours to forty (40) hours per week. Receive paid holidays and vacation schedules in accordance with this Article XI.

10 Month Employees: Employed from one (1) work week before school opening in the fall until one (1) work week after school closing in the spring. Employed twenty (20) hours to forty (40) hours per week. Receive paid holidays in accordance with this Article XI. Receive no vacation.

Part-Time Employees: Employed less than twenty (20) hours per week. Length of and number of work weeks as well as mode of compensation as mutually acceptable to the Superintendent

and the employee. No paid holidays or vaction time; no compensation for days not worked.

L. Tenure, sick leave, personal leave, hospitalization plan and maternity leave shall be the same as that for professional employees, except that twelve-month employees shall be entitled to twelve (12) sick leave days per year and ten-month employees shall be entitled to ten (10) sick leave days per year.

M. Each secretary and clerk shall prepare in cooperation with her supervisor a statement outlining her duties and responsibilities and the building and office wherein these duties and responsibilities are to be carried out.

ARTICLE XII

COORDINATORS

A. Coordinators shall be employed as follows:

1. Audio Visual (K-12)

B. The duties of the Coordinator may be changed or expanded by the Board and in the event the duties are changed so as to increase substantially the work load and responsibilities of the position additional compensation or released time will be provided by the Board after negotiation of the amount of such additional compensation or released time with the Association.

C. The Audio-Visual Coordinator shall continue to receive released time for the performance of his duties.

ARTICLE XIII

INSURANCE PROTECTION

A. The Board shall pay full premium for health care for each employee and full family coverage, if applicable. This coverage will include full coverage for Blue Cross, Blue Shield - 1420 Series/23, Rider "J" 365/23 and Major Medical, as provided under the Hospital Service Plan of New Jersey. The Board agrees to distribute any descriptive pamphlets furnished to it by the Hospital Service Plan of New Jersey. The Board may substitute coverage under a private plan provided such coverage is substantially equal to or better than the insurance coverage under the Hospital Service Plan of New Jersey, subject to Association approval.

B. Effective July 1, 1978, or as soon thereafter as it is permitted by the insurance carrier, the Board will provide and pay the full premium for the Prescription-Drug Program described as "$1.00 Co-pay with contraceptives", for each employee and full family coverage, where applicable. The Board may substitute coverage once instituted with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.

ARTICLE XIV

DEDUCTION FROM SALARY

A. Payroll deductions for membership in employee organizations shall be made in compliance with Chapter 310 of Public Laws,1967, as amended and supplemented; the applicable sums so deducted shall be forwarded to the Association on or before the last day of the month during which such deductions are made.

B. Any teacher who is not a member of the Association shall pay a representation fee in lieu of dues for service rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees, and assessments. The applicable payroll deductions for such representation fees shall be forwarded to the Association on or before the last day of the month during which such deductions are made.

ARTICLE XV

SALARIES

A. The schedule of annual teachers' salaries during the school year 1981-82 shall be as set forth in Schedule "A" annexed hereto and made a part hereof, subject to the provisions of this Paragraph A of Article XV.

1. A teacher shall be granted immediate full adjustment on each level of the salary guide.

2. Full certified teaching experience will be recognized for teachers accepting employment in this District.

3. Teachers with non-certified teaching experience will be placed on the salary schedule by the Board of Education, but that placement shall not exceed the number of years of such non-certified teaching experience.

4. Each year of military service will be recognized as one (1) year of teaching experience up to a maximum of two (2) years.

5. The Board may grant credit of a maximum of ten (10) years for non-teaching experience, provided such experience relates to the field in which such teacher is hired to teach.

6. Teachers may duly elect to have ten (10%) per cent of their gross monthly salary deducted from their pay for summer pay. The interest accrued to this account shall be paid to the Association's Scholarship Fund.

7. Teachers with previous teaching experience in Montgomery Township shall upon return to the District receive full credit on the salary schedule for all outside teaching experience and for military experience up to a maximum of two (2) years.

8. "Master's Degree + 30" shall be defined as follows: A Master's Degree from a state-recognized institution, plus 30 additional graduate credits; such additional credits must be on a graduate level and may include credits accumulated after receipt of a Bachelor's Degree, except for credits accumulated during the program undertaken for the securing of said Master's Degree. Credits may be counted although received during such program for the Master's Degree if clearly not a part thereof.

B. 1. Extra-Curricular Salaries - Supervision of Education sponsored organized activities in which students participate that are not part of the academic curriculum and are held outside of normal school hours is recognized as being outside of a teacher's contracted responsibilities.

2. Extra-Curricular positions and compensation and the method of

calculation of compensation thereof for the school year 1981-82 shall be as set forth in Schedule B annexed hereto and made a part hereof.

C. Employees required by the Board to use their automobiles in the performance of school business shall be reimbursed at the rate of sixteen cents (16¢) per mile.

D. Compensation for curriculum work will be paid at the rate of $8.00 per hour.

ARTICLE XVI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. All revenue from existing vending machines in the faculty lounges will go to the Association, the Association to pay all costs of installation, maintenance, and operation of such machines.

B. The Association and its representatives shall have the privilege of using the school buildings at all reasonable hours for the meetings, subject to the approval of the building principal.

C. The Association shall have the privilege of using the interschool mail facilities and school mail boxes, subject to prior notice by the Association with approval of the Superintendent.

D. Whenever any member of the Association or any teacher participates during stated working hours in negotiations, grievance proceedings, conferences, or meetings, when jointly agreed to by the Board or its representatives and the Association, such member shall suffer no loss in pay.

E. The President of the Association shall be afforded the opportunity to address new teachers at the beginning of the school year during the orientation program.

F. The rights and privileges granted to the Association in this Agreement are granted only to the Association as the exclusive representative of the members of the unit and are not intended as a grant of any such rights and privileges to any other organization.

G. The Board agrees to furnish to the Association a current roster of certificated personnel, one copy of agenda and minutes of public meetings as duplicated and distributed to Board members and the County Superintendent of Schools, and one copy of names and addresses of all teachers.

H. The regular monthly meeting of the Association shall be held on the second Monday of the month. No meeting of the faculty which would conflict with a regularly scheduled meeting of the Association shall be held without prior approval of the Superintendent.

ARTICLE XVII

SCHOOL CALENDAR

A. The Association shall submit the recommendations for the school calendar to the Superintendent and shall confer with the Superintendent prior to its adoption by the Board.

ARTICLE XVIII

SUCCESSOR AGREEMENT

A. This Agreement shall be binding upon the Board and the Association for the period beginning July 1, 1981 and until June 30, 1982. It shall not be extended orally and it is expressly understood that it shall expire on June 30, 1982, unless such date is extended by mutual agreement. Both parties shall begin negotiations with respect to a successor agreement no later than October 1, 1981.

ARTICLE XIX

TEACHER EMPLOYMENT CONTRACT

A. The Board will include in any contract submitted to a teacher the school to which it is expected the teacher will be assigned and the salary for the year, if known; provided, however, that the school assignment may be changed subsequently by the Board due to change in circumstances or other reason.

ARTICLE XX

MANAGEMENT RIGHTS

A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in accordance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE XX1

GRADUATE CREDIT TUITION REIMBURSEMENT

A. A full time teacher pursuing graduate study shall be entitled to full or partial reimbursement for all or part of the cost of accredited courses taken after July 1, 1978 under the following conditions:

1. Only graduate course credits bearing a direct relation to the teacher's then current assignment will be reimbursable. Course credits in the following subject matter areas will not be reimbursable:

(a) Administrative or supervisory courses;
(b) Guidance courses (except for Guidance Counselors);
(c) Courses required for certification.

The final determination of whether a course bears a direct relation to the teacher's then current assignment or falls within the subject matter areas delineated in (a) through (d) above will be made by the Superintendent, and his determination will not be subject to the grievance procedure. It is understood that the Superintendent may recommend to the Board for its approval graduate courses outside a teacher's current assignment.

2. Reimbursement is limited to courses for which a passing grade has been earned, as determined by an official transcript.

3. Each applicant is limited to a maximum nine (9) credit hours per school year.

4. All courses must be taken at an accredited college or university, as recognized by the New Jersey State Department of Education.

5. In order to receive reimbursement, the applicant must be in the employ of the District at the time the reimbursement is to be made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the Spring or Summer Term of any given year must have been granted and accepted an employment contract for the following year.

6. The amount of the reimbursement will be subject to the following limitations:

(a) The basic rate is established at the New Jersey State College graduate course rate at the time the application is submitted.

(b) Actual tuition charges less than the applicable basic rate per course credit will be reimbursed at the actual tuition charge.

7. The applicant, at the start of the course, must have served two (2) full years of employment in the Montgomery Township School District to be eligible.

8. Applications and requests are to be submitted to the Superintendent for recommendation to the Board and be approved before enrolling for course work. The following dates apply:

<u>Application deadlines:</u>

June 30 for summer school courses;
September 30 for fall semester courses;
January 31 for spring semester courses.

10. Payment for courses will be made in the September following the school year in which the course was completed.

ARTICLE XXII

TEACHERS' AIDES

A. 1. It is expressly understood that except for the provisions of this Article and the provisions of Articles I, II, XIII and XIV, the remaining provisions of this Agreement are not applicable to Teachers' Aides.

2. During the school year 1981-82 Teachers' Aides shall be paid as follows:

	1981-82 Per Hour
Starting Salary	$3.50
After one (1) full year of experience	$3.85
After two (2) full years of experience	$3.95
After three (3) full years of experience	$4.05
After four (4) full years of experience	$4.15
After five (5) full years of experience	$4.35

3. Full-Time Teachers' Aides, defined as those employees performing as Teachers' Aides for six (6) hours daily on a regular basis, shall be entitled to the following additional benefits:

(a) Two (2) personal leave days which may be applied for on the basis of any of the reasons set forth in Article III of this Agreement and the granting of an application for such personal leave days shall be in accordance with the provisions of said Article III, provided, however, that the provision in Article III-E for leave without reason is not applicable.

(b) As of September 1 of the current school year all full time Teachers' Aides 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 they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Additional sick leave benefits may be granted by the Board of Education in its discretion after it considers each case on its individual merit.

ARTICLE XXIII

MISCELLANEOUS

A. 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.

B. 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 this Agreement. If an individual contract contains language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.

C. 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.

D. This Agreement may be modified in whole or in part by the parties only by an instrument in writing duly executed by both parties.

E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms and conditions of employment existing prior to its effective date.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice to the following addresses:

(1) If by the Association, to:

The Board of Education of the Township of Montgomery
Box 147 B, Skillman, New Jersey 08558

(2) If by the Board, to:

Montgomery Township Education Association, Inc.
c/o The President thereof at his home address.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

MONTGOMERY TOWNSHIP
EDUCATION ASSOCIATION, INC.

By _____
President

ATTEST:

_____
Secretary

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF MONTGOMERY IN THE
COUNTY OF SOMERSET, STATE OF
NEW JERSEY

By _____
President

ATTEST:

_____
Secretary

SCHEDULE "A"

TEACHERS' SALARY GUIDE - 1981-82

STEP	B.A.	M.A.	M.A.+30
0	11,665	12,965	13,865
1	12,265	13,565	14,465
2	12,865	14,165	15,065
3	13,490	14,790	15,690
4	14,115	15,415	16,315
5	14,740	16,040	16,940
6	15,365	16,665	17,565
7	16,040	17,340	18,240
8	16,715	18,015	18,915
9	17,390	18,690	19,590
10	18,065	19.365	20,265
11	18,740	20,040	20,940
12	19,440	20,740	21,640
13	20,140	21,440	22,340
14	20,890	22,190	23,090
15	21,665	22,965	23,865
16	22,765	24,065	24,965

Additional Compensation earned for length of teaching service:

Upon completion of twenty (20) years of teaching service* - $ 500.00

Upon completion of twenty-five years of teaching service* - $ 700.00

Upon completion of thirty (30) years of teaching service* - $ 900.00

(*At least seven (7) years of teaching service must be in the District.)

The amounts set forth are cumulative.

SCHEDULE "B"

Extra-Curricular Salaries - Year 1981-82

Athletics		R	S	H	Total	Salary*
Director of Athletics	E	11	1	1	13	$1738.00
Soccer						
Varsity, Boys	E	6	1	1	8	1069.00
J.V. Boys	E	3½	1	1	5½	735.00
Freshman,Boys	E	3½	1	1	5½	735.00
7th-8th Gr., Boys	E	2½	1	1	4½	602.00
Varsity, Girls	E	5½	1	1	7½	1003.00
Cross Country, Boys	E	3	2	1	6	802.00
Cross Country, Girls	E	4	1	1	6	802.00
7th-8th Grs.,Cross Country	E	1½	1	1	3½	468.00
Basketball						
Varsity, Boys	E	8	1	2½	11½	1537.00
J.V. Boys	E	3½	1	2	6½	869.00
Freshman, Boys	E	3½	1	1½	6	802.00
7th-8th Gr., Boys	E	2½	1	1½	5	668.00
Varsity, Girls	E	7½	1	2½	11	1470.00
J.V. Girls	E	3	1	2	6	802.00
7th-8th Grs., Girls	E	2½	1	1½	5	668.00
Baseball, Boys						
Varsity	E	6	1	2	9	1203.00
J.V.	E	3½	1	1½	6	802.00
7th-8th Gr.	E	2	1	1½	4½	602.00
Softball, Girls						
Varsity	E	5	1	2	8	1069.00
J.V.	E	2	1	1	4	535.00
7th-8th Grs.	E	2	1	1½	4½	602.00
Gymnastics	E	5	1	1½	7½	1003.00
7th-8th Grs.	E	2	1	1½	4½	602.00
Golf	E	3½	1	1½	6	802.00
Track and Field	E	6	2	1½	9½	1270.00
Asst. Track and Field	E	3	1	1½	5½	735.00
Wrestling						
Varsity	E	6	1	2	9	1203.00
Assistant Coach	E	3½	1	1½	6	802.00
Tennis, Boys	E	3	1	1½	5½	735.00
Tennis, Girls	E	3	1	1½	5½	735.00
Cheerleader Advisor	E	3½	1	2	6½	869.00
School Activities						
Yearbook - Business	N	2	1	2	5	668.00
Yearbook - Production	E	2	1	2½	5½	735.00
PAW PRINT Advisor	E	3½	1	1½	6	802.00
Student Council Advisor	N	1½	2	1	4½	602.00
School Store Advisor	N	1½	1	1½	4	535.00
School Treasurer	E	5	0	2	7	936.00
Drama Director	E	4	1	2½	7½	1003.00
Choral Director	E	1	3	1	5	668.00
Director of Music	E	4½	1½	1½	7½	1003.00
7th-8th Grade Drama	E	3	2	1½	6½	869.00
7th-8th Grade Student Council	N	2	1	½	3½	468.00
7th-8th Grade Newspaper	E	2½	1	1	4½	602.00

Advisors

Senior Class	N	½	1	2	3½	468.00
Junior Class	N		1	1½	2½	334.00
Sophomore Class	N		1	1	2	267.00
Freshman Class	N		1	1	2	267.00
8th Gr. Class	N		1	½	1½	201.00
7th Gr. Class	N		1	½	1½	201.00
Literary Magazine	E	1	1	1	3	401.00
AFS	E	2	1	1	4	535.00
Chemistry Team	E				2	267.00
Math Team	E				2	267.00
Biology Team	E				2	267.00
Physics Team	E				2	267.00
Honor Society	E	3	2	½	5½	735.00
Audio-Visual	E	6½	1	1½	9	1203.00

Unit Value: Each unit is equal to 1.146% of the base starting salary for the contract year 1981-82.
Example: Unit Value, 1981-82 - $133.68.

*Note: The experience column is not listed as in previous contracts and each coach or advisor should be aware of this factor.

SCHEDULE "C"

SECRETARIAL SALARY GUIDE - 1981-82

STEP	CLERK 10 Month	CLERK 12 Month	BOOK-KEEPER	SEC.B** 12 Month	SEC.A 12 Month
1	6380	7645	8885	8065	9245
2	6700	8015	9305	8470	9705
3	7015	8390	9725	8870	10165
4	7330	8760	10145	9275	10620
5	7650	9130	10560	9680	11080
6	7970	9500	10980	10080	11535
7	8280	9895	11400	10485	11995
8	8600	10265	11820	10890	12450
9	8915	10650	12240	11295	12905
10	9235	11030	12660	11695	13365

Additional Compensation earned for length of secretarial, clerical or bookkeeping service:

Upon completion of eleven (11) years of service*	-	$ 100.
Upon completion of fourteen (14) years of service*	-	$ 100.
Upon completion of seventeen (17) years of service*	-	$ 100.

(*At least seven (7) years of service must be in the District.)

The amounts set forth are cumulative.

**As of July 1, 1981, personnel on the "Sec. B" column will be transferred to the step on the "Sec. A" column as will result in the nearest salary and the "Sec. B" column will be eliminated. [Ill.: Secretary on 5th Step of "Sec. B" column on 7/1/81 will be transferred to Step 2 of "Sec. A" column, and Secretary on Step 7 of "Sec. B" column on 7/1/81 will be transferred to Step 4 of "Sec. A" column.]

SCHEDULE D

N.J.S. 18A:27-3.1:

Every board of education in this State shall cause each nontenure teaching staff member employed by it to be observed and evaluated in the performance of his duties at least three times during each school year but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identity and deficiencies, extend assistance for their correction and improve professional competence.

N.J.S. 18A:27-3.2:

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such nonemployment which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.

N.J.S. 18A:27-3.3:

The provisions of this act shall be carried out pursuant to rules established by the State Board of Education.

N.J.A.C. 6:3-1.19:

Supervision of instruction; observation and evaluation of nontenured teaching staff members

(a) For the purpose of this section, the term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a nontenured teaching staff member's performance of the instructional process.

1. Each of the three observations required by law shall be conducted for a minimum duration of one class period in a secondary school and, in an elementary school, for the duration of one complete subject lesson.

(b) The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

(c) Each local board of education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of nontenured teaching staff members, including those assigned to regular classroom teaching duties and those not assigned to regular classroom teaching duties.

Such policy shall be distributed to each teaching staff member at the beginning of his/her employment.

(d) Each policy for the supervision of instruction shall include, in addition to those observations and evaluations hereinbefore described, a written evaluation of the nontenured teaching staff member's total performance as an employee of the local board of education.

(e) Each of the three observations required by law shall be followed, within a reasonable period of time, but in no instance more than fifteen days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation and the nontenured teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The nontenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.

(f) The purpose of this procedure for the observation and evaluation of nontenured teaching staff members shall be to identify deficiencies, extend assistance for the correction of such deficiencies, improve professional competence, provide a basis for recommendations regarding reemployment, and improve the quality of instruction received by the pupils served by the public schools.

N.J.A.C. 6:3-1.20:

Procedure for appearance of nontenured teaching staff members before a local board of education upon receipt of notice of non-reemployment

(a) Whenever a nontenured teaching staff member has requested in writing and has received a written statement of reasons for non-reemployment pursuant to N.J.S.A. 18A:27-3.3, he/she may request in writing an informal appearance before the local board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons.

(b) Such an informal appearance shall be scheduled within thirty calendar days from receipt of the board's statement of reasons.

(c) Under the circumstances described herein, a nontenured teaching staff member's appearance before the board shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the board to offer reemployment.

(d) Each local board shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.

(e) Each local board shall provide adequate written notice to the employee regarding the date and time of the informal appearance.

(f) The nontenured teaching staff member may be represented by counsel or one individual of his/her own choosing.

(g) The staff member may present witnesses on his/her behalf. Such witnesses need not present testimony under oath and shall not be cross-examined by the board. Witnesses shall be called into the meeting to address the board one at a time and shall be excused from the meeting after making their statements.

(h) The proceeding of an informal appearance before the local board as described herein may be conducted pursuant to N.J.S.A. 18:4-23(b)(8).

(i) Within three days following the informal appearance, the board shall notify the affected teaching staff member, in writing, of its final determination. Such notification may be delegated by the board to its superintendent or board secretary.