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COMMITTED TO THE ENCOURAGEMENT OF EXCELLENCE IN EDUCATION

TEANECK SCHOOLS

**1978 - 1979
1979 - 1980**

AN AGREEMENT

between

THE TEANECK BOARD OF EDUCATION

and

THE TEANECK TEACHERS' ASSOCIATION

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SCHOOLS

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AGREEMENT made this day of , 197
between **TEANECK TEACHERS' ASSOCIATION**,
hereinafter referred to as "**Association**"; AND **TEANECK**
BOARD OF EDUCATION, hereinafter referred to as
"**Board**":

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

ARTICLE I — RECOGNITION

- A. 1. The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract or on leave and not engaged as supervisory employees in the following classifications: teachers, nurses, guidance counselors, testing personnel, librarians, social workers, psychologists, learning-disability specialists, audio-visual aids directors, speech therapists, special education classroom teachers, and teacher consultants, community resources coordinators and department chairmen.
2. Where department chairmen teach fewer than two periods a day, they shall not be included in the negotiating unit.
- B. The term “supervisory employee” is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.
- C. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- D. Auxiliary Instructors - Supplemental-instructors, Teacher/Tutors, Home Instructors, Special Instructors, paid ‘volunteers’, volunteers, per diem consultants, evaluators and teacher assistants are excluded from this agreement.

ARTICLE II ASSOCIATION RIGHTS & PRIVILEGES

- A. 1. The Board agrees to furnish to the Association, in response to reasonable requests made by Association from time to time, available public information as the

Board may be able to furnish to the Association, which the Association may require in connection with the processing of grievances and complaints.

2. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of pay.
- C. Whenever the Association desires to use school buildings, it shall request permission for such use. The Principal shall grant the permission, provided that the use by Association does not conflict with any other scheduled activities and provided, further, that in connection with said use, no additional costs are incurred by the Board.
- D. 1. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use.
2. The Association shall furnish all materials and supplies incidental to such use or shall pay for the cost of Board supplies used upon approval of such use.
3. In the event any equipment is damaged while being used by the Association, the Association shall be responsible for such damage, and shall pay the cost of same.
- E. The Association will have the right to reasonable use of interschool mail boxes.

- F. 1. Bulletin board space shall be provided in each building for the posting of the Association notices.
- 2. No approval shall be required for the posting of said notices.
- G. The Association shall be given the right to address new teachers at orientation.
- H. Released time for the purpose of conducting the affairs of the Office of President of Teaneck Teachers' Association will be granted to the President of the Association by agreement between the Superintendent of Schools and the President after consultation with the principal of the school in which the President teaches.
- I. 1. A maximum of fifteen (15) days, designated in advance by the Association, will be set aside each year for use by the Association. No other teacher activities will be scheduled on these designated days except in the case of emergency or by mutual consent.
- 2. The time for teacher activity on said days shall commence no sooner than thirty (30) minutes from the latest student dismissal of any school.
- J. Five (5) additional days may be designated as official meeting days which may start immediately after student dismissal provided one week's advance notice has been submitted to the Superintendent of Schools.

ARTICLE III — NEGOTIATIONS PROCEDURES

- A. 1. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Law of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all

employees for whom the Association is authorized to negotiate.

2. Such negotiations shall begin at a mutually agreeable time.

3. Any agreement so negotiated, shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate resolution of the Board.

4. The signature of the Association on the contract shall be pursuant to authorization received from the membership, and the Board reserves the right to request proof of authorization of the membership before adopting any agreement.

- B. Either side shall have the right to utilize the services of consultants in their deliberations.
- C. The negotiation teams shall each consist of no more than seven (7) members.
- D. At the conclusion of each negotiation session, there shall be a mutual drafting of any tentative agreements reached with a copy signed and retained by both parties.
- E. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.
- F. Whenever tentative agreement is reached upon any provision to be incorporated in the agreement, the parties shall endeavor to have said agreement reduced to writing, and, incorporated as a part of the final draft of the agreement to be entered into between the parties and approved.
- G. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be

signed by the respective parties. In the event that either of the parties does not receive authorization to execute this complete agreement, no part of it, although negotiated and agreed upon, shall be deemed to have binding effect.

H. The minutes of the negotiations sessions shall be approved by both the Association and the Board negotiation committees and shall be signed by the chairperson of each negotiating committee. This provision may be waived by mutual consent.

ARTICLE IV — GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term “grievance” means a complaint by any teacher or group of teachers that there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

2. The term “teacher” shall have the meaning as set forth in Article I - Recognition.

3. The term “representative” shall include any organization, agency, or person authorized or designated by any teacher or by any group of teachers, or by a public employee association, or by the Board to act on its or their behalf and to represent it or them. The determination of the organization shall be as outlined in Chapter 123 P.L. of 1974.

4. The term “immediate superior” shall mean the person to whom the aggrieved party is directly responsible under the Table of Organization of the Teaneck School System. The inclusion of the partial organization chart annexed to this agreement is for informational purposes only and does not restrict the Board’s right to alter or amend the organization of the school system when, in the Board’s sole discretion, it

deems such amendment to be desirable. The Board will notify teachers of such amendments as they occur.

5. The term "party" means an aggrieved teacher, or group of teachers, the immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

6. Whenever the term "Superintendent" appears in the Procedure, it shall mean the Superintendent or his/her designee.

7. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association.

8. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A: 28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A: 6-10 et seq.

In cases involving the withholding of increments pursuant to the provisions of R.S. 18A: 29-14, an individual affected by such action shall have the right to invoke the grievance procedure through the hearing before the Board. From the final determination by the Board, the method of review shall be that set forth in R.S. 18A: 29-14.

B. PROCEDURE - PERSONNEL

1. An aggrieved employee shall institute action under the

provisions hereof within forty-five (45) calendar days of the occurrence complained of. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of the grievance. A teacher shall have the right to have a representative at any level of the grievance procedure.

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

3. 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, upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - A teacher shall first present his/her grievance in writing to his/her immediate superior (Supervisor, Principal or Director). In the event an aggrieved teacher has any question as to his/her immediate superior, he/she shall ask the Superintendent of Schools to determine the immediate superior. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within seven (7) calendar days of said hearing.

5. Level Two - If the grievance is not resolved to the teacher's satisfaction within seven (7) calendar days, or if no decision is forthcoming in seven (7) calendar days, then within seven (7) calendar days from the determination date

referred to in Paragraph 4 above, the teacher shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- A. The nature of the grievance
- B. The results of the previous discussion.
- C. The basis of his/her dissatisfaction with the determination.

A copy of the writing called for in Paragraph 5 above shall be furnished to the school principal, the immediate superior of the aggrieved teacher, and the Association.

6. Within fourteen (14) calendar days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. This time may be extended by mutual consent.

7. Within fourteen (14) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his/her determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 6 and 7 or, in the event a determination by him/her in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within fourteen (14) calendar days of the failure of the Superintendent to act, or within fourteen (14) calendar days of the determination by him/her, may appeal to the Board of Education, unless a different period is mutually agreed upon.

9. Where an appeal is taken to the Board, there shall be submitted by the teacher the writing set forth in Paragraph 5, and a further statement in writing setting forth the

teacher's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Association.

10. If the teacher, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the teacher requests, in writing, a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing, notify the employee, his/her representative (if there be one), the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. In the event a teacher is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the Provisions of Chapter 123, Laws of 1974.

The authority of the Arbitrator shall be subject to the following:

- (a) He/she shall have no authority to modify, add to, subtract from, or in any wise whatsoever alter the terms and provisions of this Agreement.
- (b) He/she shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

13. A request for arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

14. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the teacher, or if represented by the Association, by the Board and the Association. Each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within twenty-one (21) calendar days of the issuance of said order, ruling or directive, or within twenty-one (21) calendar days of the time when same has been brought to the teacher's attention, by filing with the Secretary of the Board a written statement setting forth:

A. The order, ruling or determination complained of.

B. The basis of the complaint.

C. A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 the procedure shall be as set forth in Paragraphs 10 and 11.

17. In the event a grievance is filed by any teacher who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to

the Board in accordance with the provisions herein set forth.

18. Neither party will permit its members or agents to take reprisals against members of the other party in the exercise of the rights and privileges provided for in this article, nor will either party condone the taking of any such action by any of its members or agents.

19. 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.

20. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

C. PROCEDURE - BOARD

1. The Board shall have the right to institute a grievance against the Teaneck Teachers' Association for alleged failure to abide, insofar as legally possible, by the terms and conditions of this Agreement, as such terms and conditions relate to the contractual responsibilities of the Association only.

2. The Board shall institute action under the provisions hereof within forty-five (45) calendar days of the occurrence complained of, or within forty-five (45) calendar days after the Board would reasonably be expected to know of its occurrence.

3. The Board or its representatives shall meet within ten (10) calendar days with the Executive Committee of the Association. In the event the grievance is not resolved, the Board may request binding arbitration within twenty (20) calendar days thereafter by requesting a list of arbitrators from the American Arbitration Association. The parties shall be

bound by the Rules and Regulations of the American Arbitration Association.

ARTICLE V

PROMOTIONS & NEW POSITIONS

A. Promotional positions are defined as being those positions paying a salary differential and/or positions on the Administrator-Supervisory levels of responsibility, and/or new positions defined as those with job concepts not presently existing in the Teaneck School System.

B. Promotional positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, notices of vacancies in promotional and/or new positions shall be posted in each school, as far in advance as is reasonably possible, setting forth the qualifications for the position, its duties, and its rate of compensation. A copy of the notice will be sent to each teacher, and a copy will be sent to the Association at the time of posting.
 - a. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such application.
 - b. Where the position requires specific certification, the teacher interested in applying for such position shall indicate his qualifications in his application.
2. Teachers who desire to apply for promotional and/or new positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together

with the position for which applicant desires to apply and the address where the applicant can be reached during the summer.

a. The Superintendent shall notify such applicants of any vacancy in the positions for which they desire to make application. Such notice or notices shall be sent as far in advance as is reasonably possible.

b. In addition, the Superintendent shall, within the same time period, post a list of promotional and/or new positions to be filled during the summer period at the Principal's Office in each school, and a copy of said notice shall be given to the Association.

C. All qualified teachers shall be given reasonable opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

D. All applications received from qualified teachers within the announced time limit shall be reviewed by the Superintendent or his/her designee, before the name of his/her nominee is submitted to the Board of Education for approval. Due consideration will be given to professional experience, performance, and other relevant factors.

E. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education, and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

F. In those situations where the finalists are considered to offer comparable ability in job training, and potential, preference shall be given to Board of Education employees.

G. All applicants will be notified by letter as to whether or not they are the successful candidates.

ARTICLE VI — TEACHER ASSIGNMENTS

A. Every reasonable effort shall be made to give all teachers written notice of their teaching assignments for the forthcoming year by no later than June 15th.

B. Teachers employed after the first week of May, shall be informed of their teaching assignments as soon as practicable after said date of employment.

C. In the event that changes in the assignments are required after June 15th, the teacher affected shall be notified promptly in writing within one (1) week of the change of the assignment.

D. In order to insure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study except in emergency circumstances.

ARTICLE VII — TEACHER OBSERVATION AND EVALUATION

A. GENERAL

1. Observation and evaluation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Such on-the-job evaluations shall include only school related activities and responsibilities.

2. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the teacher shall be notified in writing of the specific allegations made against him/her. The hearsay shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the hearsay. The teacher shall have the right of representation by the Association for the duration of the

investigation. If a written report results from the investigation, the teacher shall have the right to reply in writing and to have this reply appended to the report.

3. Information regarding the performance of a teacher obtained by an administrator as the result of an on-the-job observation by another administrator may be included in an annual evaluation and shall not constitute hearsay.

4. The provisions of the above paragraph 2 are intended to apply to those cases where a complaint may be used in connection with evaluating a teacher, but shall not be deemed applicable with reference to any complaints that may result in the determination by the Board to forward charges which may be made against a teacher to the Commissioner of Education for processing in accordance with the Tenure Hearing Act set forth in the provisions of Title 18A.

5. Teachers shall be evaluated only by personnel certified by the State of New Jersey as administrators or supervisors, and who have been appointed to such positions by the Board of Education.

a. Supervisors shall have the right to determine when an evaluation shall be made. In selecting the times for evaluations, supervisors shall consider all relevant factors which should be taken into consideration and shall avoid making evaluations at those times when in the opinion of the evaluator a fair evaluation may not be made. Supervisors shall make all evaluations as comprehensive as possible in keeping with conditions then in existence.

6. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material, and in those cases where derogatory material comes from sources other than the administration, only after a thorough investigation. The teacher shall

acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents or assents to its inclusion in his/her personnel file. The teacher shall have the right to append a written reply to such material.

7. The Board shall not establish any separate personnel file unless it is available for the teacher's inspection, with the exception of personal references solicited by the Board at the time of employment.

a. This provision shall not limit the Board's right to establish personnel files as may be required in the operation of the school system, with the understanding that such files will be available for the teacher's inspection.

b. A teacher shall have the right, upon request, to review the contents of his/her personnel files in the presence of a person authorized by the Board. After an initial review of his personnel files, a teacher may request a second review of the files accompanied by a representative of T.T.A., N.J.E.A., N.E.A., B.C.E.A. or legal counsel.

8. The Superintendent of Schools shall establish an Evaluation Committee consisting of five (5) representatives appointed by T.T.A., three (3) representatives appointed by T.A.A.S., and two (2) representatives from Central Administration to develop forms to be used in evaluation of teachers. All forms are subject to the approval of the Superintendent of Schools.

9. In connection with the use of the forms referred to in Paragraphs B and C below, the instructions contained in said form shall be followed.

B. CLASSROOM OBSERVATION AND EVALUATION

1. Evaluation forms developed by the Evaluation Committee and approved by the Superintendent of Schools shall be used for classroom observations and evaluations that ultimately will be incorporated into the annual evaluation.chool day.

2. Appropriate evaluation forms developed by the Evaluation Committee with the assistance of teacher and administrative representatives chosen by the committee from each specialist category and approved by the Superintendent of Schools shall be used for the observation and evaluation of non-classroom teachers.

3. The teacher shall be furnished with a copy of any classroom evaluation within five (5) school days of the observation. The teacher shall have five (5) school days from receipt of evaluation to request a conference with the evaluator. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

4. When the principal is not the evaluator, no evaluation shall be submitted to him/her or any supervisor while such conference as outlined in B3 above is pending. The teacher shall have the right to dissent with any or all parts of the evaluation and to have his/her written dissent appended to the report at the time of submission to the principal or other supervisor.

C. YEARLY EVALUATION

1. All criteria, including total school performance, for the annual evaluation of teachers shall be contained on a single form developed by the Evaluation Committee and approved by the Superintendent of Schools.

2. Prior to the submission of yearly evaluations to the Superintendent of Schools, the administrator or supervisor

writing the annual evaluation shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts before submission to the Superintendent. If the teacher objects to, or disagrees with, statements in his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Superintendent on the sixth school day.

3. All teachers shall be required to sign completed evaluation forms, but the signing of such forms shall not be deemed to signify an approval on the part of the teacher that the teacher assents to said evaluation. Where both teacher and evaluator agree that there has been an oversight, or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts.

ARTICLE VIII — TEACHER FACILITIES

A. Within budgetary appropriations and within physical limitations, suitable and adequate facilities shall be furnished for the use of teachers.

B. Whenever it is alleged by the teachers that facilities are inadequate or unsuitable, Association shall present to the Board a written statement of the respects in which it is alleged that facilities are neither suitable nor adequate and the corrective action it desires to have taken.

C. 1. If the action requires an expenditure of funds, the corrective action shall be taken as expeditiously as possible, provided funds are available.

2. If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall give due consideration

to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

D. A pay telephone will be installed in each faculty lounge for the use of teachers, expenses to be borne by the Board of Education. Board shall pay up to the minimum amount required in the event said minimum is not realized.

E. A serviceable desk and chair shall be provided for the use of each teacher.

F. Teachers shall be furnished with copies, exclusively for their use, of all texts used in each of the courses the teacher is required to teach during the time the teacher is teaching said course.

G. A dictionary shall be provided for every classroom if requested.

ARTICLE IX — SCHOOL CALENDAR AND TEACHER WORK YEAR

A. The annual school calendar will be adopted by the Board after consultation among the Superintendent of Schools, the Administrators' Association, Teachers' Association and Parents' and Students' representatives.

B. The calendar shall provide for no less than the number of days required attendance established pursuant to rules and regulations of the State Board of Education. The calendar adopted by the Board for the school year 1978-1979 shall be as shown in Schedule A.

C. Whenever a calendar may have been agreed upon but because of unforeseen circumstances the minimum days established by rules and regulations of the State Board of Education cannot be met, the school year shall be adjusted by the Board after consultation with Association.

D. The teacher work year (working days) shall not exceed one hundred eighty-five (185) days to be scheduled between

September 1 and June 30, inclusive. The Board may schedule the teacher work year (working days) to be less than one hundred eighty-five (185) days and such scheduling shall not be considered precedential and the Board may revert to a schedule not to exceed one hundred eighty-five (185) days in succeeding years. During the school year, the Board may revise the schedule of teacher working days so long as the said revision does not exceed one hundred eighty-five (185) work days and provided that prior notice is given to the teaching staff.

E. The teacher work year shall commence no earlier than the work day prior to the first day of student attendance. The last day of the teacher work year shall be the day following the last day of student attendance. Kindergarten and first-grade teachers who are required to report for an additional day during the week preceding the opening of school shall have the last day of their work year coincide with the last day of student attendance. (New teacher orientation meetings are excluded from this provision.)

F. Teachers will receive their final June regular paycheck on the last day of attendance except those teachers who, for some reason, must have adjustments made to their paycheck or are to receive some form of supplemental pay or who have not completed their obligations, in which case those teachers shall receive their paycheck when the adjustments have been made, or the supplemental paycheck has been prepared, or when said obligations have been completed.

ARTICLE X — SICK LEAVE

A. 1. Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has

been excluded from school by the school district's medical authorities on account of a contagious disease.

2. The term "sick leave" as above defined shall include anticipated disability leave as provided for elsewhere in this agreement. No other excuse will be permitted to be charged against this benefit.

B. Teachers may accumulate sick days not to exceed ten (10) in accordance with provisions of R.S 18A: 30-7. In the event less than ten (10) days of sick leave are utilized by a teacher covered by this Agreement, there shall be credited to the teacher's sick leave account the difference between the number of days actually used and ten (10) days.

C. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent, an abuse may be taking place in an individual situation. In such a case, upon notification by the Superintendent, the Association shall promptly assist in investigating and controlling the alleged abuse and report its findings to the Superintendent of Schools. If, in the opinion of the Superintendent, an abuse exists, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

D. Disability Insurance:

1. Commencing February 1, 1979 the Board will pay up to maximum of \$250. per annum per teacher for each teacher employed on the anniversary date of the insurance plan for a mutually agreed upon long-term disability insurance plan. Any increases in premium beyond the amount herein agreed upon by the Board, shall be borne by the individual teacher.

2. In the event the premium cost for the first half year is prorated at less than \$125., the balance per teacher, if any,

will be carried forward to the second year of this Agreement to offset any additional costs in premium beyond the aforementioned \$250. per year. In the event the premium cost for the second year of this agreement is less than \$250., the balance per teacher for the two (2) years, if any, will be carried forward to 1980-81 only to offset any additional costs in premium beyond the aforementioned \$250 per year.

E. In lieu of all other previously agreed upon unused sick leave or other terminal leave benefit, and based upon the following complete, and continuous years of service (including Board approved leaves of absence) in the Teaneck Schools, immediately prior to separation, teachers will be entitled to accumulated unused sick leave since the beginning date of current employment, but not earlier than September 1, 1954 in accordance with Article X, Paragraph B of this Agreement, as follows:

1. ten (\$10) dollars/day with ten years of service
2. twenty (\$20) dollars/day with fifteen years of service
3. twenty-five (\$25) dollars/day with twenty years of service

The total unused sick leave benefit shall not exceed five thousand (\$5,000) dollars per teacher.

F. To be eligible for the aforementioned benefit a teacher must:

1. Have been actively employed as a full-time, fully certified teacher in the Teaneck Public School system for the number of years noted in Section E;
2. Have been separated from service with the district under honorable circumstances;
3. Have notified the Superintendent of Schools in writing of his/her intention to leave the district at least sixty (60) days prior to the date of separation.

ARTICLE XI — LEAVES
OTHER THAN SICK LEAVES

A. ANTICIPATED DISABILITY LEAVES

1. Preliminary Provisions

- (a) Any teacher who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
- (b) All teachers anticipating a state of disability shall notify the Superintendent of Schools through their Principals of the condition expected to result in disability as soon as the condition which may result in disability is medically confirmed.

2. Request For Leave Based on Claim of Anticipated Disability

- (a) Any teacher who desires to continue or not continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher produces a statement of his/her physician stating that said teacher is physically capable or incapable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the teacher is capable or incapable of performing said duties.
- (b) In the event the physician of a teacher who anticipates a state of disability shall be of the opinion that said teacher is capable or incapable of performing his/her duties, but the medical examiner of the Board of Education shall be of a contrary opinion, then the teacher and the Board shall mutually agree upon the appointment of an impartial third physician whose

medical opinion shall be conclusive and binding on the issue of medical capacity to continue or not continue in the performance of duties. In the event of the inability of the teacher and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the teacher and the Board.

- (c) In no event shall the Board be obligated to permit a teacher anticipating a state of disability to continue in the performance of his/her duties where the performance of said teacher has substantially declined from that performance demonstrated by said teacher at the time immediately prior to the time when notification was given of the state of anticipated disability.
- (d) All policies, practices, rules and regulations applicable to teachers who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq. and of this Agreement shall be applicable to all teachers applying for leave under Section 2 of this Article. Such teachers shall receive no lesser consideration than any other teachers nor shall they receive any greater consideration.
- (e) The teacher requesting a leave under the provisions of Section 2 of this Article shall specify in writing the anticipated date on which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
- (f) The Board shall have the right to require any teacher who has been on a disability leave and who desires to return to his/her duties by a fixed date following

recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties. In the event of a difference of opinion between the teacher's physician and the Medical Examiner of the Board relative to the resumption of duties by said teacher, the provisions of paragraph 2(b) shall be applicable as to the method of resolving such disagreement.

- (g) Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the operation of the school, the requested dates may be changed by the Board.
- (h) Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the operation of the school and provided further, that such change by the Board is not medically contraindicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A: 30-1 et. seq. and specifically N.J.S.A. 18A: 30-6 and 18A:30-7 and Article X of this Agreement.
- (i) The provisions of this Article shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

- (j) Where the anticipated leave is for pregnancy reasons, pregnant employees applying for leaves of absence under the provisions of this section may make application for a Child Rearing leave in accordance with the provisions of this Article as hereinafter set forth.

3. Request For Leaves Not Based On Onset of Claims of Disability

- (a) A teacher who desires to commence a leave of absence without regard to the onset of any claim of disability as set forth in Section 2 of this Article, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence, shall be without pay.
- (b) Employees requesting a leave under the provisions of this Section 3 prior to the actual onset of a state of disability shall specify in writing the anticipated date on which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment after the termination of the disability.
- (c) Should there be any question as to the medical condition of any teacher who desires to resume his/her duties by a specified date, then the provisions of paragraphs (b) and (f) of Section 2 of this Article shall be applicable.
- (d) The provisions of paragraphs 2(c), 2(g), 2(h), 2(i) and 2(j) are hereby made applicable to the provisions of Section 3 of this Article and are incorporated herein by reference as though set forth at length.

B. CHILD REARING LEAVE

- 1. In the case of a birth or adoption placement of a child any teacher shall be entitled to a leave without pay for child rearing purposes.

2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.

3. In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.

4. Child rearing leave shall be granted for a period of up to the end of the school year in which the birth or adoption placement of the child occurs, but such leave shall, upon the request of the teacher, be extended for one additional year. Requests for extensions of such leaves must be made at least six (6) months prior to the expiration of the first period thereof.

5. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

6. Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption placement of the child.

7. Where a teacher who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent as 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 school year.

8. Anything to the contrary, notwithstanding, a child rearing leave granted to a non-tenure teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the operation of the school.

C. DEATH IN THE IMMEDIATE FAMILY

1. Teachers may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) calendar days, beginning with the day after death.

2. Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, and grandchildren. If it is found necessary to exceed the allotment indicated, an additional three (3) calendar days will be allowed, but with a deduction of the substitute's minimum daily salary.

D. DEATH IN THE NON-IMMEDIATE FAMILY

In the case of the death of a relative not mentioned in Part "C" above, the teacher may be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral. If it is found necessary to exceed the allotment indicated, an additional two (2) days will be allowed, but with a deduction of the substitute's minimum daily salary.

E. DEATH - OTHER THAN RELATIVES

A teacher may be granted a one (1) working day leave of absence with the deduction of the substitute's minimum daily salary to attend the funeral.

F. ILLNESS IN IMMEDIATE FAMILY

1. A total of three (3) days per year will be allowed without loss of pay for illness in the immediate family.

2. A teacher may use such leave when his/her attendance is required upon a member of the immediate family who is seriously ill and no person other than the teacher is available for such purpose. Upon returning to school, the teacher shall submit in writing to the Superintendent the reason(s) why such attendance was required. If the Superintendent is not satisfied with said written statement, he/she may require a physician's certificate from the teacher.

G. QUARANTINE

No deduction will be made for a teacher who is well but quarantined in the home. When submitting Report of Absence for quarantine, satisfactory evidence must appear on or accompany the Report.

H. PERSONAL BUSINESS

1. Personal business is defined as leave used for any reason except recreation, rest or recuperation, any venture resulting in remuneration for services rendered by a teacher, or any other reason provided for elsewhere in this Agreement, except I. *Religious Holidays*.

2. A teacher shall have available each school year two (2) personal business days; the first without loss of pay and without prior approval; the second without loss of pay but with the prior approval of the Superintendent.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Superintendent of Schools.

I. RELIGIOUS HOLIDAYS

A substitute's minimum daily salary will be deducted for any absence for the purposes of observing religious holidays not provided for by the Board of Education.

J. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY

A substitute's minimum daily salary will be deducted for non-attendance at any lawfully assigned duty or meeting, unless approved by the Principal or Superintendent of Schools.

K. WITNESS IN COURT

Teachers may be absent without loss of pay, when the absence is in obedience to legal process. "Legal Process" shall mean summons to appear as a witness in a court in the State of New Jersey or in a court of the United States in a case in which the person is not a party and also such that the individual has no option but to appear. When submitting Report of Absence for court compliance, satisfactory evidence must appear on or accompany the Report.

L. SEPTEMBER AND JUNE REGULATIONS

Whenever a teacher fails to report at the opening of school in September or leaves before the close of school in June, his/her salary (for September or June) will be based on the actual number of days of service.

M. WORKMEN'S COMPENSATION INJURY

1. Teachers must inform the Business Office immediately of any absences due to an on-the-job injury for which a Workmen's Compensation report is, or will be, filed.

2. A Workmen's Compensation report must be completed by the teacher's immediate supervisor or a school nurse and forwarded to the Business Office along with the Supervisor's report within forty-eight (48) hours of the accident.

3. An injured teacher may use a doctor of his/her choice in the event of injury, subject to the qualification that, if in

the opinion of the insurance carrier a doctor appears to be dragging out or continuing a case beyond its normal limits, as determined by a separate doctor, the insurance carrier may decline in the future to accept the use of said doctor for any further cases.

ARTICLE XII — REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

1. When absence is necessary, all personnel must notify any one of designated persons no later than 7:00 a.m. on the day of absence.

2. If an unusual situation prompts an infraction of the above regulation, it should be promptly discussed with the Superintendent of Schools as soon as the individual's duties are resumed.

3. When reporting absences, individuals will report the reason for the absences, the approximate duration thereof, noon-time assignments, and parking space number, if any.

4. If illness necessitates leaving the building during the day, individuals will report this to the principal, who will, in turn, notify the Office of the Superintendent of Schools, in order that a proper replacement can be made.

5. A teacher who is absent shall be covered by a substitute. This pertains also to nurses, librarians, and specialists within the limits of practicality.

6. No particular substitute should be requested.

B. REIMBURSEMENT REGULATIONS

1. In order to avoid salary deductions because of absence, all personnel will be required to fill out properly a

Report of Absence which may be obtained from the Principal or the Main Office of the School.

2. Reports of Absence shall be submitted to the Board Secretary not later than two (2) weeks, ten (10) working days, after return from absence. Failure to do so will necessitate a deduction from salary. This deduction may be restored and added on to the next month's check with a submission of the Report of Absence within two (2) weeks after receipt of the check reflecting the deduction.

ARTICLE XIII — BACK TO SCHOOL NIGHT

In order to provide time to prepare for Back to School Night, the Board agrees to close schools at the end of a four (4) hour session on the day of Back to School Night.

ARTICLE XIV — COACHES

A. Members of the Teaneck Inter-Scholastic Athletic Staff shall be compensated in accordance with the rates shown on Schedule B, which is annexed to and made a part of this Agreement.

B. Such compensation shall be paid at regular intervals during the season in which the service is rendered according to a frequency determined by the Board. Coaches shall be notified by September 15 as to the payment schedule to be followed.

ARTICLE XV — EXTRA PAY FOR EXTRA WORK

A. Extra pay for extra work shall be compensated for in accordance with Schedule C, which is annexed to this Agreement, and made a part hereof.

B. Work during the summer periods is considered as extra pay for extra work for ten-month personnel.

C. Compensation will be paid at the conclusion of the extra work assignment.

ARTICLE XVI — MEDICAL INSURANCE

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, according to the contract, for family and for other dependent plan insurance coverage. Dependent children coverage shall extend to age 23 under the terms and conditions of the insurance carriers' policies.

1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of New Jersey Blue Cross, Blue Shield, or such other carriers as may be mutually agreed upon.
2. Provisions of the health-care insurance program shall be detailed in master policies and contracts with New Jersey Blue Cross, Blue Shield with Rider J, and Major Medical Coverage with New Jersey Blue Cross or such other carriers as may be mutually agreed upon.

B. Wherever material is made available to the Board describing the provisions of the policies, such material shall be distributed to the teachers.

C. During the 1978-79 and 1979-80 school years, the Board will pay up to a maximum of one hundred thousand (\$100,000.00) dollars per year for a mutually agreed upon dental insurance plan. Any increases in premium beyond

the amount herein agreed upon by the Board, shall be borne by the individual teacher.

ARTICLE XVII — SALARY GUIDE AND SALARY REGULATIONS

A. During the years 1978-79 and 1979-80 Board covenants and agrees to pay to the staff the salaries in accordance with Salary Guide annexed hereto and made a part hereof as Schedule D.

B. The regulations covering the payment of salaries shall be as set forth in Salary Regulations annexed hereto and made part hereof as Schedule D.

ARTICLE XVIII — EDUCATIONAL CREDIT PAYMENT PLAN

A. The Teaneck Board of Education, in order to implement its philosophy of encouraging educational improvement, will pay the cost of approved educational credits taken at an accredited institution, subject to the following:

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses. If a teacher finds that the approved courses' registration is closed, he/she may obtain approval by telephone from the Superintendent for an alternate course.
2. Upon completion of a course(s), a transcript must be submitted to the Office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall negate the payment, and the teacher shall, within forty-five (45) days after notification of a failure to achieve a passing grade, promptly reimburse the Board for the payment made on the teacher's behalf. Teachers who

have reimbursed the Board as aforementioned shall be paid upon satisfactory completion of previously incomplete or failed course(s) provided this is accomplished within one (1) year of the original incomplete or failure. In no event shall there be any duplication of payment for the same course(s).

3. Payment will be limited to no more than six (6) credits per semester during the school year and to no more than twelve (12) credits during the summer (pursuant to the adopted school calendar summer shall be defined as the period after the close of one school year and prior to the opening of the next school year). Teachers who take six (6) or fewer credits during the school year will receive first preference for approval of courses to be taken during the summer. The Superintendent will establish a deadline by which those applicants shall submit requests for approval of courses prior to registering for those courses. In the event that any portion of the \$100,000, referred to below in section A4 is not encumbered one (1) week prior to the close of school, teachers shall be notified that funds are available and the summer twelve (12) credit limit shall not apply. Applications for the remaining funds will be processed in the order of receipt. In the case of teachers on less than full-time assignment, payment for credits will be made in the same ratio as the teacher's part-time assignment is to a full-time assignment.
4. The maximum payments to be made by the Board under the terms of this Article shall not exceed \$100,000. for each year of this Agreement. No course payment shall be approved for teachers who apply after the aforementioned total expenditure has been allocated.

5. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne by the individual who shall reimburse the Board or have an equivalent payroll deduction.
6. Courses taken to obtain full State certification in the field for which the teacher is employed, shall not be eligible for payment under the provision of this Article.

ARTICLE XIX — DURATION OF AGREEMENT

This Agreement shall become effective September 1, 1978 and it shall remain in full force and effect through August 31, 1980.

ARTICLE XX — DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Teaneck Teachers' Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15 9e as amended, and under rules established by the State Department of Education. Said monies, together with the records of any corrections, shall be transmitted to the Treasurer of the Teaneck Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association shall supply to its members the proper forms authorizing such deductions.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations, and the total authorized deduc-

tions for each employee, it being understood that the only obligation of the Board shall be to remit to Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions authorization cards submitted by the Association to the Board.

D. The program now in force for payroll deductions with the Teaneck School Employees Federal Credit Union shall remain.

E. 1. A teacher may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group contract approved by the Board.

2. Said group contract may make provisions for individual tax sheltered annuity contracts according to terms agreed to between the Board and the Association, provided such terms do not restrict the rights of other employees who are not members of the Bargaining Unit.

ARTICLE XXI — SPECIALISTS

The Board shall engage such specialists as in its opinion are necessary to assure the furnishing of a quality education to all pupils in the Teaneck School System.

ARTICLE XXII — CLASS SIZE

A. The Teaneck Board of Education and the Teaneck Teachers' Association express their mutual concern for

establishing a pupil-teacher ratio in the Teaneck Public Schools consistent with sound educational principles.

B. Excluding the Emerson School, elementary class size will be determined based upon the average of the various classes at the individual grade levels as of October 1st (a decimal of .5 or more shall be rounded up).

1. In any given grade level, no teacher will have more than two (2) above the aforementioned average.
2. Exceptions to the foregoing are declared to be permissible in those cases where there exists a disproportionate racial balance within the class or school, as compared with the entire elementary school population.
3. No child currently enrolled in an elementary school shall be transferred from his/her present school to implement the provisions of this Article. Under no circumstances will a class containing 2.5 students or more above the aforementioned average receive additional students from outside the individual school district after October 1st.
4. The Board of Education may deviate from the class size limits set forth in this Agreement provided that when a teacher is assigned more than two (2) students above the grade level average as herein set forth, such teacher will be given preparation time whenever his/her class is being taught by a consultant in Art, Music and Physical Education.

ARTICLE XXIII — TEACHING HOURS AND TEACHING LOAD

A. GENERAL

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their respon-

sibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing checkmark in the appropriate column of the faculty sign-in and sign-out roster. They shall also indicate their departure from the building at the close of school in the same manner.

2. The voluntary approach for attendance at evening meetings will be used. The teachers agree to continue the policy of meeting with parents on an individual basis at mutually agreeable times.

3. All teachers should consider attending three (3) evening functions per year as part of their responsibility. Problems in this area will be worked out between the Building Principal and the T.T.A. representative in each school.

4. a. Both parties recognize the need for adequate time for teachers to eat lunch and a forty-five (45) minute lunch period shall be the goal for secondary teachers. In any event, the lunch period shall be a minimum of thirty (30) minutes.

b. In accordance with present practices, elementary teachers shall have a duty-free lunch period of the same duration as the students.

5. Membership on school and/or system-wide committees shall be voluntary and the time shall be determined by the committee members unless otherwise specified in this contract. Time spent on these committees in excess of the thirty-five and one-half (35 ½) hour work week will not be compensated.

6. Teachers with responsibility for conducting extra-curricular programs which carry additional time commitments shall be reimbursed according to Schedule C.

7. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. During preparation periods, a teacher shall also be allowed to leave the building after notifying the office.

8. The notice of, and agenda for, any meetings shall be given to the teachers involved at least three (3) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

B. ELEMENTARY TEACHERS

1. Elementary teachers shall report one-half ($\frac{1}{2}$) hour before the school starting time in the morning and five (5) minutes before school starting time in the afternoon. They shall remain one-half ($\frac{1}{2}$) hour after school closing with the exceptions hereinafter set forth.

2. One (1) day per week will be reserved for administrative or department meetings. The total number of such meeting hours shall not exceed forty (40) hours per school year. The aforementioned meetings shall commence no later than fifteen (15) minutes after the dismissal of students. In any event, the calculating of the forty (40) hours per school year inclusive noted above shall commence fifteen minutes after the dismissal of students.

3. Meetings referred to in paragraph B-2 above shall not exceed one and three-quarter ($1\frac{3}{4}$) hours in length. Three (3) days prior notice shall be given to all affected teachers for all meetings referred to in paragraph B-2; however, one week's prior notice shall be given to all affected teachers for any meeting extending beyond one (1) hour in length. In the case of an emergency, meetings, not to exceed one (1) hour in duration may be held without the prior notice requirements.

4. Elementary teachers shall receive preparation time whenever Art and Music teachers are assigned to their

classes; however, in no event shall elementary teachers receive less than an average of forty-five (45) minutes of preparation time per week.

C. SECONDARY TEACHERS

1. The total in-school work week for secondary teachers will be thirty four and one-half ($34\frac{1}{2}$) hours (four (4) seven (7) hour days and one (1) six and one-half ($6\frac{1}{2}$) hour day), exclusive of lunch and meetings as set forth in paragraph C-2 below.

2. In addition to the hours of work set forth in paragraph C-1 above, there shall be reserved for administrative or department meetings, a total of forty (40) hours per school year. The aforementioned meetings shall commence no later than fifteen (15) minutes after the dismissal of students. In any event, the calculating of the forty (40) hours per school year inclusive noted above shall commence fifteen (15) minutes after the dismissal of students.

3. Meetings referred to in paragraph C-2 above shall not exceed one and three quarters ($1\frac{3}{4}$) hours in length. Three (3) days prior notice shall be given to all affected teachers for all meetings referred to in paragraph C-2; however, one week's prior notice shall be given to all affected teachers for any meeting extending beyond one (1) hour in length. In the case of an emergency, meetings, not to exceed one hour in duration, may be held without the prior notice requirements.

4. The number of clock hours of classroom teaching or related assignments for secondary teachers will not exceed twenty-six (26) and no classroom teacher shall be assigned more than five (5) regular (five (5) days a week) classes. Exceptions to these can be made only at the teacher's request or in emergency situations.

5. The number of hours for student help or club supervision for secondary teachers will be two (2) hours per week.

6. a. Five (5) hours per week will be used for preparation for secondary classroom teachers. Parent conferences can be scheduled during this time by appointment.

b. In secondary schools employing one (1) librarian, the Principal will assign a classroom teacher to the Library one (1) period per day as one of his/her regular daily assignments, thereby providing the librarian preparation time.

c. All other secondary school personnel not covered in (a) or (b) above will be guaranteed fifteen (15) minutes relief time per day.

7. Secondary teachers will not be required to teach more than two (2) disciplines or more than three (3) preparations unless by mutual agreement between the teacher and the administration. In those cases where there is ability grouping, no teacher shall be limited to above or below average classes. Exceptions to this will be agreed upon by the teacher and Principal and approved by the Superintendent of Schools.

8. During the coaching season, coaches will be available for extra help by special appointment either before school, during a preparation period, or between the close of the school day and the commencement of coaching activity.

9. Teachers conducting field trips extending longer than the school day shall receive compensatory time from other than their twenty-six (26) hours of classroom or related assignments.

10. Field trips on other than school days shall be on a voluntary basis.

11. Teachers using their cars for official school business shall receive an allowance of fifteen cents (15¢) a mile.

ARTICLE XXIV — NON-TEACHING DUTIES

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or his/her immediate supervisor. He/she shall be compensated at the rate of fifteen cents (15¢) per mile for the use of his/her own automobile.

ARTICLE XXV — TEACHERS' RESPONSIBILITIES

A. Except as otherwise modified by this Agreement and subject to the provisions of this Agreement, teachers shall act under the supervision of their superiors and they shall be fully responsible for:

1. The instruction, guidance, discipline, and supervision of students assigned to their classes.
2. Evaluation of the progress of students under their direction.
3. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their superiors.
4. Attendance at staff meetings called by their superiors.
5. Complying with all applicable rules, regulations and policies of the Board of Education.
6. Where called upon by their superior to plan, guide, direct, evaluate, and supervise extra-curricular activities within the sphere of their competence and within the work week. Volunteers shall first be sought. This section refers to those extra-curricular activities exclusive of those encompassed in Articles XIV and XV.
7. Recommending to the Guidance Department such pupils as in the opinion of the teachers require

assistance from the Guidance Department, Child Study Team or other supportive services.

ARTICLE XXVI — BOARD RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. To direct teachers of the school district.
2. To hire, promote, transfer, assign and retain teachers in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against teachers (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal Agency.
5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitation, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

6. Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

ARTICLE XXVII — PRINTING OF AGREEMENT

This Agreement shall be printed and the costs of such printing shall be borne equally by the Board and the Association.

ARTICLE XXVIII

PARENT-TEACHER CONFERENCES

A. Any and all parent-teacher conferences will be scheduled at the sole discretion of the Board.

B. Such conferences, if any, may be scheduled by grade, school, etc., or in any other such manner as the Board may deem appropriate.

C. No minimum number of parent-teacher conferences need be scheduled by the Board.

D. Teacher participation shall be voluntary.

E. The Teaneck Teachers' Association shall circularize its membership urging participation.

F. Participating teachers will notify the Board of their intention to take part in the program in the manner designated by the Board.

G. Teachers participating in parent-teacher conferences shall be compensated at a rate of \$12.00 per hour for said conferences.

ARTICLE XXIX
ASSOCIATION RESPONSIBILITIES

A. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be reasonably responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Association, its members, and its representatives to carry out administrative directions regarding Board policies and administrative regulations, so long as such directions do not pose a clear and present danger to health and safety, subject to the understanding that the grievance procedure shall be available under the terms specified in Article IV - Grievance Procedure.

ARTICLE XXX — SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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

TEANECK TEACHERS' ASSOCIATION

By:

[Handwritten Signature]

Witness:

[Handwritten Signature: Dorothy J. Peterson, Sec.]

Date:

2/15/79

TEANECK BOARD OF EDUCATION

By:

[Handwritten Signature: Sandra H. Alich]

Witness:

[Handwritten Signature]

Date:

2/27/79

**SCHEDULE A
SCHOOL CALENDAR 1978 - 1979
HOLIDAYS AND RECESSES**

- September 4
(Monday) Labor Day
- October 2-3
(Monday & Tuesday) Rosh Hashanah
- October 9
(Monday) Columbus Day
- October 11
(Wednesday) Yom Kippur
- November 2-3
(Thursday & Friday) N.J.E.A. Convention
- November 23-24
(Thursday & Friday) Thanksgiving Day & Recess
- December 22 Christmas Day,
(Schools close at end of day New Year's Day
Re-open Tuesday 1/2) & Winter Recess
- January 15
(Monday) Martin L. King's Birthday
- February 16
(Schools close at end President's Day
of day. Re-open & mid-year
Monday, 2/26) Recess
- April 12
(Schools close at end Good Friday &
of day. Re-open Monday, 4/23) Spring Recess
- May 28
(Monday) Memorial Day

**MEMORANDUM CONCERNING
THE 1978-1979 SCHOOL YEAR**

September 5
(Tuesday) All Teachers Orientation

September 6
(Wednesday) Schools Open

June
(Date to be set) High School Graduation

June 26
(Tuesday) Schools Close

June 27
(Wednesday) Teachers Check Out

SCHOOL DAYS EACH MONTH

September	18 days	February	15 days
October	18 days	March	22 days
November	18 days	April	15 days
December	16 days	May	22 days
January	<u>21 days</u>	June	<u>18 days</u>
	91 days		92 days

TOTAL OF 183 SCHOOL DAYS IS PLANNED

**SCHEDULE B
COACHES**

High School Position	Salary Guide 6th Year Maximum Percentage Factor
Interscholastic Sports:	
Director of Athletics - Boys	11%
Director of Athletics - Girls	9%
Athletic Treasurer	7.5%
Athletic Equipment Officer	6.5%
Head Coach Football	9%
Head Coach Baseball	7%
Head Coach Basketball	7%
Head Coach Soccer	7%
Head Coach Softball	7%
Head Coach Track	7%
Head Coach Volleyball	7%
Head Coach Wrestling	7%
Head Coach Fencing	6%
Head Coach Gymnastics	6%
Head Coach Indoor Track	6%
Head Coach Tennis	5%
Head Coach Cross Country	5%
Head Coach Bowling	4%
Head Coach Golf	4%
Assistant Coach Football	6%
Assistant Coach Baseball	5%
Assistant Coach Basketball	5%
Assistant Coach Soccer	5%
Assistant Coach Softball	5%
Assistant Coach Volleyball	5%
Assistant Coach Track	5%
Assistant Coach Wrestling	5%
Assistant Coach Gymnastics	4%

Assistant Coach Indoor Track	4%
Assistant Coach Cross Country	4%
Assistant Coach Tennis	3.5%
Junior High Schools -	
Position	
Director of Athletics	7.5%
Coaches: Baseball, Basketball, Soccer, Wrestling, Track, Tennis, Volleyball and Softball	5%
Assistant Coaches: Baseball, Basketball, Soccer, Wrestling and Track	3.5%

SCHEDULE C

EXTRA PAY FOR EXTRA WORK

A. GENERAL

1. Summer work for ten-month personnel actively engaged in classroom teaching or devoting substantially all of their time to working directly with students shall be paid at the rate of \$10.73 per hour in 1979 and \$11.54 per hour in 1980. Ten-month personnel engaged in other activities shall be paid at the rate of \$10.10 per hour in 1979 and \$10.86 per hour in 1980.

2. Summer work for guidance counselors, secondary librarians, distributive and cooperative education teachers, testing and audio-visual persons will be compensated at the rate of \$1,641. in 1979 and \$1,764. in 1980 per 20 day working month.

B. ACTIVITIES

1. The allocation of the following monies does not indicate that funds in each category will necessarily be expended; application for the above extra pay assignments will be made, orally or in writing, by those interested to building principals.

2. The numbers in parentheses indicate the number of persons who will divide, not necessarily equally, the amount at the right.

	<u>78-79</u>	<u>79-80</u>
Benjamin Franklin		
Book & Supply Room	\$ 411.	\$ 442.
Treasurer	411.	442.
Newspapers (2)	482.	518.
Phys. Ed. Intramurals- Girls (2)	758.	814.
Phys. Ed. Intramurals- Boys (2)	758.	814.
Assembly (2)	322.	346.
Student Council (2)	696.	748.
Visual Aids	411.	442.
Student Service	411.	442.
Yearbook	316.	339.
Drama	253.	271.
Cheerleading	600.	645.
Library Council	126.	136.
Publicity	107.	115.
Jazz Band	300.	322.

Thomas Jefferson

Book & Supply Room	\$ 411.	\$ 442.
Treasurer	411.	442.
Newspapers (2)	482.	518.
Phys. Ed. Intramurals- Girls (2)	758.	814.
Phys. Ed. Intramurals- Boys (2)	758.	814.
Assembly (2)	322.	346.
Student Council (2)	696.	748.

	<u>78-79</u>	<u>79-80</u>
Visual Aids	411.	442.
Student Service	411.	442.
Yearbook	316.	339.
Drama	253.	271.
Cheerleading	600.	645.
Library Council	126.	136.
Publicity	107.	115.
Jazz Band	300.	322.

Teaneck High School

English Bookroom & Processing	\$ 482.	\$ 518.
Soc. Studies Bookroom & Proc.	482.	518.
Language Bookroom & Processing	214.	230.
Mathematics Bookroom & Processing	107.	115.
Science Bookroom & Processing	107.	115.
Supply Room	411.	442.
Treasurer	642.	690.
Principal's Cabinet (8)	1,616.	1,736.
Senior Class Sponsors:		
Administrative (1)	253.	271.
Elected (2)	380.	408.
Newspaper Sponsor	631.	679.
Student Council Sponsors (2)	856.	920.
Annual Drama Director	631.	679.
Annual Drama Scenery	400.	430.
Playcrafters Sponsors	214.	230.
Annual Musical:		
Business Manager	316.	339.

	<u>78-79</u>	<u>79-80</u>
Choreographer	505.	543.
Costumes	380.	407.
Producer & Drama Director	1,010.	1,086.
Scenery	505.	543.
Vocal Director	505.	543.
Instrumental Director	505.	543.
Technical Director	505.	543.
Yearbook Advisor	631.	679.
Yearbook Business & Advertising	253.	271.
Majorettes	380.	407.
Cheerleading (2)	1,500.	1,612.
Debating Coach	642.	690.
National Forensic League	428.	460.
Audio-Visual	290.	312.
Stage Crew	321.	345.
Girls Intramural Sports (4) full yr. prog.	1,520.	1,628.
Boys Intramural Sports (4) full yr. prog.	1,520.	1,628.
Teaneck Speakers Sponsor	316.	339.
Future Homemakers	253.	271.
Junior Class Sponsors (2)	376.	402.
Marching Band	884.	950.
Library Council	126.	136.
Varsity Club	126.	136.
World Affairs Club	126.	136.
Assembly Chairman	316.	339.
Modern Dance Club	428.	460.
Modern Dance Club Assistant	350.	376.
National Honor Society	321.	345.
Math Team Advisor	134.	144.
Math Team Assistant	80.	86.

	<u>78-79</u>	<u>79-80</u>
Computer Club	214.	230.
Alt. I Drama Director	480.	516.

Elementary Schools

Library Council or Club	\$ 126.	\$ 136.
Safety Patrol Leader	95.	102.

**SCHEDULE D1
TEANECK BOARD OF EDUCATION
TEACHERS SALARY GUIDE
1978 - 1979**

Year	4 Year Level	5 Year Level	6 Year Level	Doctorate
1	\$11,140	\$12,080	\$12,900	\$13,640
2	11,450	12,320	13,200	13,950
3	11,950	12,820	13,750	14,550
4	12,470	13,370	14,350	15,200
5	13,000	13,920	14,950	15,850
6	13,540	14,500	15,600	16,500
7	14,220	15,100	16,250	17,200
8	14,900	15,850	16,950	17,950
9	15,620	16,630	17,650	18,700
10	16,400	17,420	18,400	19,700
11	17,200	18,250	19,300	20,750
12	18,400	19,150	20,300	21,750
13	—	20,100	21,300	22,800
14	—	21,100	22,350	24,000
15	—	22,400	23,500	25,250
16	—	—	25,050	26,800

Advancement to the Doctorate column shall be subject to the approval of the Superintendent of Schools, based upon criteria developed by him.

Teachers matriculated as of September 1, 1978, in doctoral programs leading to Ph.D. or Ed.D. degrees will be eligible for advancement to the doctorate column.

Teachers who have previously been advanced to the doctorate program will not be affected by the aforementioned provisions.

Effective — September 1, 1978

**SCHEDULE D2
TEANECK BOARD OF EDUCATION
TEACHERS SALARY GUIDE
1979 - 1980**

Year	4 Year Level	5 Year Level	6 Year Level	Doctorate
1	\$11,700	\$12,650	\$13,550	\$14,300
2	12,000	12,950	13,850	14,650
3	12,540	13,460	14,440	15,280
4	13,070	14,030	15,060	15,920
5	13,630	14,610	15,690	16,600
6	14,200	15,210	16,360	17,310
7	14,920	15,840	17,060	18,040
8	15,650	16,630	17,790	18,820
9	16,390	17,450	18,540	19,610
10	17,190	18,270	19,320	20,670
11	18,060	19,160	20,260	21,760
12	19,310	20,080	21,290	22,840
13	—	21,100	22,340	23,940
14	—	22,140	23,450	25,160
15	—	23,510	24,660	26,490
16	—	—	26,310	28,110

Advancement to the Doctorate column shall be subject to the approval of the Superintendent of Schools, based upon criteria developed by him.

Teachers matriculated as of September 1, 1978, in doctoral programs leading to Ph.D. or Ed.D. degrees will be eligible for advancement to the doctorate column.

Teachers who have previously been advanced to the doctorate program will not be affected by the aforementioned provisions.

Effective — September 1, 1979

SCHEDULE D3 — SALARY REGULATIONS

A. GENERAL

1. a. Upon entering the system, the step on the guide will be determined by degree of training and length of experience.

b. Effective September 1, 1969, newly employed teachers will be granted credit for military or alternative civilian service required by the Selective Service System, and for service in the Peace Corps, VISTA, National Teachers Corps or Crossroads Africa, up to a maximum of five years. Credit may also be given for school related business experience and for time on Fulbright scholarship or other equivalent programs as determined by the Superintendent of Schools.

2. a. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

b. The Superintendent shall have the responsibility to recommend to the Board of Education, the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

c. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure applicable in such matters.

3. Salary increments will be granted for teachers on leave of absence for overseas teaching, military service or sabbatical leave.

4. All teachers will be placed on the appropriate step of the guide as noted in regulation #2 above.

5. a. A Masters Degree in a field covered by State Certification, and from an accredited institution, shall be required for:

b. Movement to the fifth-year training level for teachers hired for the school year 1968-1969 and subsequent years.

c. Movement to the sixth-year training level for teachers hired for all or part of the school year 1967-1968 and previous years, except for those on the fifth-year level prior to September 1, 1964 who reach the sixth-year level on or before September 1, 1974.

6. Courses required for certification in the field for which the individual is employed, may not be applied for movement from one level to another except as part of an advanced degree program.

7. The In-Service Committee shall make recommendations to the Superintendent on courses submitted for movement to a different training level.

8. Requirements for moving to a different training level must be completed by August 31st.

9. Three (3) in-service course credits (courses offered by the Teaneck School System), shall be required every three years to qualify for increments and adjustments. The first test date to be June 1973 and annually thereafter.

10. The in-service requirement of this agreement may also be satisfied by:

a. A three (3) credit College or University course approved for payment under Article XVIII Educational Credit Payment Plan.

b. Board of Education approved summer workshops conducted by the Teaneck School District on the basis of one (1) credit per fifteen (15) hours worked.

c. Other educational experiences as approved by the Superintendent in his sole discretion and not subject to the Grievance Procedure.

d. The aforementioned summer workshops and/or other educational experiences as set forth in b. and c. may not be used for guide movement.

11. A maximum of eight (8) in-service course credits may be used for movement to the sixth-year training level.

12. Three or more in-service courses will be recommended for offering each semester, by the In-Service Committee. The cost of offering these courses will be borne by the Board of Education.

B. DIFFERENTIALS

1. Personnel in the following categories shall be placed on the Teachers Salary Guide with the salary differential as hereinafter set forth. The differential will become part of the individual's contractual salary only so long as the individual holds the position. The differential is paid for the additional responsibilities inherent in the daily routine of the position, and does not constitute an "extra pay for extra work" situation.

Position	Differential
Assistant Subject Supervisors	
English	\$700
Director of Student Activities	700
Guidance	
Jr. High School Dept. Heads (each)	\$ 700

Position	Differential
Assistant Subject Supervisors	
English	\$ 700
Director of Student Activities	700
Guidance	
Jr. High School Dept. Heads (each)	\$ 700
Alternative School Coordinator	1,500
Early Childhood Coordinator	700

2. Personnel in the following positions shall continue to receive the differential in effect on August 31, 1978, so long as the incumbent on September 1, 1978 holds that particular position. Replacements in any of the following positions after September 1, 1978 will not receive the differential.

Positions: Elementary Consultants in the areas of Art, Music and Physical Education; High School Distributive Education; High School Cooperative Education; General Specialists in Reading and Testing; Special Education Communications Workshop, Special Education Classes, Learning Disability Specialists, Speech Therapists, Psychologists, and Social Workers.

NOTE: Any teacher employed for Home or Supplemental Instruction will be paid at the hourly rate as approved by the Board for this work. This salary does not constitute additional contractual salary, but is "extra pay for extra work."

C. NURSES

1. All school nurses with a bachelors degree, or approved equivalent educational credits, and N.J. School Nurse Permanent Certification, are to be placed on the proper level and step of the Teaneck Teachers Salary Guide.

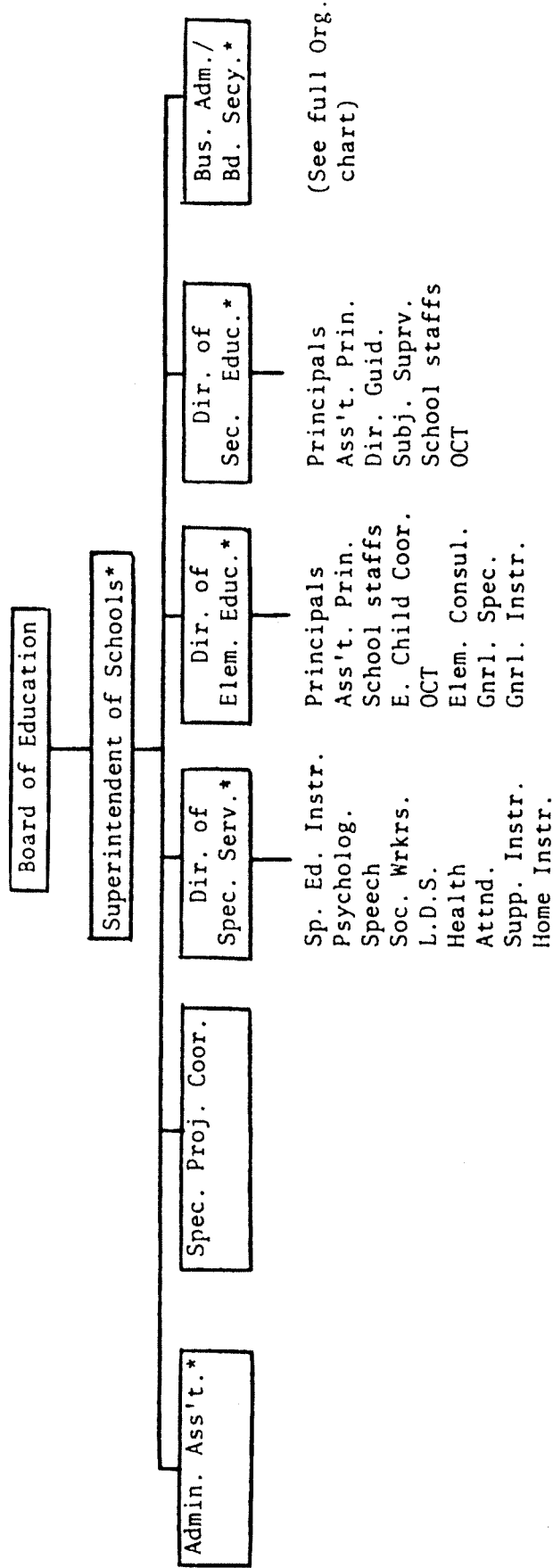
2. All school nurses not possessing a bachelors degree, approved equivalent and N.J. School Nurse Permanent

Certification, are to be placed on the proper step of the 4th year level of the Teaneck Teachers Salary Guide in effect for the school year 1973-74. The salary to be paid a nurse in this category and as indicated at the proper step on the 4th year level, is to be reduced by a differential of \$650.00 until such time that the nurse obtains a bachelors degree or approved equivalent.

3. The Board of Education adopts as its philosophy relative to the future employment of nurses that, insofar as possible, only nurses with the minimum educational background of the bachelors degree or approved equivalent shall be employed as a school nurse.

ADMINISTRATIVE ORGANIZATION

Partial Chart



*Member of Superintendent's Cabinet

Sept. 1976

**NON-CONTRACT SECTION
CONSTITUTION AND BY-LAWS OF
TEANECK TEACHERS' ASSOCIATION**

C O N S T I T U T I O N

Article I — Name

Section 1 - The name of this organization shall be the Teaneck Teachers' Association, Incorporated.

Section 2 - It shall be incorporated as a non-profit corporation under Title 15, Sections 1-12 of the Revised Statutes of the State of New Jersey.

Article II — Purposes

Section 1 - To promote and protect the interests of the Teaneck Township public school teachers both collectively and individually.

Section 2 - To secure and maintain for the office of teaching its true position among the professions.

Section 3 - To promote the educational interests of Teaneck Township.

Section 4 - To hold property and funds, to engage services, and employ personnel for the attainment of these purposes.

Article III — Membership

Section 1 - Membership in this Association shall be open to all regularly employed certified personnel of the Teaneck Public School District who are subject to the Teaneck Teachers Salary Guide.

Section 2 - Once membership is established, membership shall be continuous until the member leaves the Teaneck Public School System, resigns from the Association, or fails

to pay membership dues by January 1 of the current school year.

Article IV — Dues

Each member of the Association shall pay annual dues as established by the Executive Committee in June for the ensuing year.

Article V — Officers

Section 1 - The officers of this Association shall be a President, a Vice-President for Elementary Affairs, a Vice-President for Secondary Affairs, a Secretary, and a Treasurer.

Section 2 - Whenever an office becomes vacant or three-quarters of the Executive Committee shall agree that an officer is incapacitated, has been grossly negligent of the duties defined in the By-Laws, has breached a duty of trust or loyalty to the Association, or is no longer employed in the Teaneck Public School System, the Executive Committee shall select an interim replacement to hold office until the next election.

Article VI — Official Board

The Official Board of the Association will consist of the President, both Vice-Presidents, the Secretary, the Treasurer, and the two immediate Past-Presidents provided they are still members of the Association.

Article VII — Executive Committee

Section 1 - The Executive Committee shall consist of the officers of the Association, the immediate Past-President, and a representative or representatives or their alternates in equal numbers from each school on the basis of one for every forty members or fraction thereof, in that school. There shall be one representative each from the Nurses,

from the Elementary Consultants, and from the Department of Special Services.

Section 2 - The Executive Committee shall be the policy-making body of the Association.

Section 3 - Any member of the Association may attend any meeting of the Executive Committee as a non-voting observer.

Article VIII — Amendments

Section 1 - Any member of the Association may submit in writing a proposed Constitutional amendment to the Executive Committee endorsed by twenty-five or more members of the Association.

Section 2 - The Executive Committee shall present the proposed Constitutional amendment to the General Membership for a vote within a period of forty-five (45) days excluding summer vacation.

Section 3 - Amendments to the Constitution may be made by a two-thirds majority of those members of the Association voting in a regular or special election called for this purpose, provided that each amendment has been previously introduced and discussed at a meeting of the Association and that copies have been distributed to each member of the Association at least two (2) calendar weeks in advance of the election.

BY - LAWS

Article I — Meetings

Section 1 - Official Board - The Official Board shall meet within two (2) weeks after the election of officers and monthly thereafter within the school year on a regular meeting date to be determined by the Board at its first meeting. Emergency meetings may be called if deemed necessary by the President.

Section 2 - Executive Committee - The Executive Committee shall meet within one week after the election of officers, and monthly thereafter within the school year on a regular meeting date to be determined by the Committee at its first meeting.

- a. The President may call special meetings of the Executive Committee.
- b. Upon the written request of a faculty representative(s) the President shall call a special meeting of the Executive Committee.
- c. Business to come before a special meeting shall be limited to items stated in the call, which shall be sent in writing to each representative.

Section 3 - General Membership meetings - A minimum of two (2) General Membership meetings of the Association shall be held annually, one in the fall, one in the spring. Additional meetings may be held when deemed necessary by the President and/or Executive Committee.

Article II — Quorum

Section 1 - A majority of their members shall be a quorum for the Official Board, the Executive Committee, and any standing or special committees.

Section 2 - The quorum necessary for the transaction of business at General Membership meetings shall be 10% of the current membership of the Association.

Article III — Powers and Duties of Officers

Section 1 - President - The President shall preside over meetings of the Official Board and the Executive Committee; appoint the chairmen and members of all standing committees and special committees not otherwise provided for in the Constitution and By-Laws; be ex-officio a member of all standing committees; and shall be the Executive Officer of the Association. The President shall represent the Association before the public either personally or through a designated representative or representatives, and shall perform all other functions usually attributed to this office. The President shall be responsible for the maintenance of complete records relating to all Association actions and matters of interest.

Section 2 - Vice-Presidents - The Vice-Presidents shall be responsible for carrying out the policies of the Association as directed by the Executive Committee and the President. Each Vice-President shall be responsible for studying and channeling all problems in their designated area. In the absence of the President, the Vice-Presidents shall preside over the meetings on an alternating basis. In the event of the President's resignation, or death, or removal from office, one of the Vice-Presidents shall be elected President by the Executive Committee to complete the term of office.

Section 3 - Secretary - The Secretary shall record minutes of all meetings of the Association; shall keep a record of attendance at all Executive Committee meetings; shall provide the Faculty Representative(s) of each school with copies of the minutes of all General and Executive Committee meetings; shall prepare and mail all duly authorized outgoing correspondence of the Association; shall assemble

and read incoming correspondence at all meetings; shall notify all members at least one week in advance of all general and special meetings of the Association; shall notify all members of the Executive Committee at least one (1) week in advance of all general and special meetings of the Committee; shall in the event of emergency meetings of either group give to its members notice of such meetings as far in advance as possible; and shall perform other secretarial and clerical duties necessary to the operation of the Association as directed by the Executive Committee and/or the President.

Section 4 - Treasurer - The Treasurer shall submit a budget for Executive Committee approval in May; shall collect and deposit all monies coming into the Association; shall make all payments duly authorized by the Association and/or Executive Committee; shall keep financial records of the Association; shall compile and maintain a roster of all members; shall supervise the collection of dues from all members not on automatic payroll deduction; shall submit the financial records for audit in May; and shall perform other necessary financial duties as directed by the Executive Committee and/or the President.

Article IV — Terms and Succession

Section 1 - Election of officers will be held in May. Terms of office for all officers will be two (2) years and begin the September 1st following their election.

Section 2 - Election of all other members of the Executive Committee will be held by September 15th. Term of office will be one (1) year and shall begin immediately upon election.

Article V — The Powers and Duties of The Official Board

The Official Board shall formulate the agenda for the Executive Committee meetings, and shall facilitate the

execution of the policies set forth by the Executive Committee.

Article VI — The Powers and Duties of The Executive Committee

Section 1 - The Executive Committee shall approve the budget prepared by the Treasurer; set the dues for the Association; act on reports of committees; approve resolutions and other policy statements; adopt rules governing the engaging of services and the employment of personnel; adopt rules governing the conduct of the Association; adopt rules consistent with this Constitution and By-Laws governing the conduct of meetings; and shall select any interim replacements to hold office as defined in Article III, Section 2 of these By-Laws and Article V, Section 2 of the Constitution.

Section 2 - Expenses not specifically itemized in the budget must be approved at regular meetings of the Executive Committee.

Section 3 - The Executive Committee shall approve the budget; establish dues; and establish the honoraria or expense accounts for the President, two Vice-Presidents, Secretary, Treasurer, and any other special honoraria at its June meeting.

Section 4 - Powers not delegated to the Official Board, the Officers, or other groups in the Association shall be vested in the Executive Committee.

Article VII — Faculty Representatives

Section 1 - In each of the Teaneck Public Schools the members of the Association shall elect to the Executive Committee for a term of one (1) year, one Faculty Representative and an alternate for each forty (40) members or fraction thereof. There shall also be elected one representative and an alternate from among the Nurses, from the

Elementary Consultants, and from the Department of Special Services.

Section 2 - Election of Faculty Representative(s) and Alternate(s) is to take place in each school by secret ballot by September 15th of each year and the Representatives and Alternates shall assume office at the September meeting of the Executive Committee.

Section 3 - The Faculty Representative(s) shall have the authority to call meetings on a local level at any time deemed necessary or when requested to do so by the Executive Committee. No local action shall supersede or be publicized as Association policy unless voted and approved by the Executive Committee.

Section 4 - Faculty Representative(s) shall organize such faculty committees as the Association may require; shall organize and supervise Association elections and voting in their respective schools; shall enroll members and collect dues; and must report on the deliberations of the Executive Committee while maintaining two-way communications within the building.

Section 5 - The Faculty Representative(s) shall maintain a current file of copies of all minutes. These minutes shall be available to any Association member upon request.

Article VIII — Elections

Section 1 - The President, subject to approval by the Executive Committee shall select an Elections Committee of at least five (5) members, one each from Elementary, Junior High, Senior High, non-classroom personnel, and Special Services by January 15th of each year. The committee shall, if possible, recommend at least two (2) nominees, with their consent, to run for each office.

Section 2 - Names of the nominees for each office shall be posted in every school at least one week prior to the May

General Membership meeting of the election year. At this meeting additional nominations for each office may be made from the floor. The Elections Committee shall introduce each candidate and shall circulate a brief resume to the General Membership.

Section 3 - A general election shall take place at a designated polling place in each school during the week after the May General Membership meeting under the terms set forth in Article IX of these By-Laws.

Article IX — Voting

Section 1 - Election of all officers, contract ratification, and constitutional amendments, shall be by secret ballot of the appropriate electorate. Such elections are to take place in a designated polling place in each building, conducted by the Faculty Representative(s) and supervised by the Elections Committee.

Section 2 - The Elections Committee will distribute appropriate ballots for each election. In the case of election of officers, blank spaces are to be provided for write-in candidates for each office. The Elections Committee shall supply to the Faculty Representative(s) one ballot per voter in each school. Voters shall not be identified except that the Faculty Representative(s) shall collect ballots and check voters off on a list of qualified voters in their school for the respective election. Some type of sealed container for the marked ballots is to be provided by the Elections Committee.

Section 3 - Following the voting, the Faculty Representative(s) shall take all ballots marked and blank, to a location previously designated by the Elections Committee.

Section 4 - The time and place at which the ballots will be tallied shall be posted at each polling place and members shall be notified of their right to be present.

Section 5 - The Elections Committee shall report the results of any election to the President who shall then notify the membership.

Section 6 - A majority vote shall suffice except in the case of constitutional amendment which requires two-thirds (2/3) vote. In the case of a tie vote or lack of majority vote for an office, a run-off election between the two candidates receiving the largest number of votes shall be held under the same provisions set forth in Article IX, Sections 1, 2, 3, and 4 of these By-Laws.

Article X — Negotiations

Section 1 - The Negotiations Committee is empowered to negotiate with the Board of Education.

Section 2 - The results of the Negotiations must be approved by the Executive Committee.

Section 3 - Proposed contract changes must be distributed to the membership and discussed at a special General Membership meeting. Final approval of the General Membership indicated by majority vote is required for all negotiated proposals. Voting will take place under the conditions set forth in Article IX of these By-Laws.

Article XI — Order of Procedure

Section 1 - Robert's Rules of Order, Newly Revised, shall be the parliamentary authority for the conduct of all business of the Association and the Executive Committee, except as otherwise provided in the Constitution and By-Laws.

Section 2 - Each year a Parliamentarian shall be appointed by the President subject to the approval of the Executive Committee, and shall be provided with a copy of Robert's Rules of Order, Newly Revised. The Parliamen-

tarian's decision on any question of procedure shall be binding. The Parliamentarian shall be present at all General Membership meetings.

Article XII — Amendments

These By-Laws may be amended by a majority vote of those members of the Association voting. Each amendment shall be introduced at the preceding meeting of the Executive Committee and shall be distributed to Faculty Representatives. Faculty discussion shall take place two (2) calendar weeks in advance of the voting. Voting procedures shall be as set forth in Article IX of the By-Laws.

Article XIII — Distribution of the Constitution

A copy of this Constitution and By-Laws is to be provided to each person eligible for membership.

