

AGREEMENT

Between

THE BOARD OF EDUCATION
SOUTH RIVER, NEW JERSEY

and

THE SOUTH RIVER EDUCATION
ASSOCIATION

X 1978-1981

AGREEMENT

This Agreement is entered into by and between the South River Board of Education, hereinafter called the "Board" and the South River Education Association, hereinafter called the "Association."

ARTICLE I — Recognition

The Board recognizes the South River Education Association as the exclusive representatives for the following unit of employees for the school years 1978 through 1981:

1. Classroom Teachers
2. School Nurses
3. School Librarians
4. Guidance Counselors
5. School Social Workers
6. School Psychologists
7. Learning Disability Specialists
8. Department Heads
9. Remedial Teachers
10. Special Education Teachers
11. Middle School Team Leaders
12. Driver Education Teachers
13. Compensatory Education Teachers
14. Supplemental Education Teachers

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

ARTICLE II — Board of Education's Rights

- A. The Board retains, subject to the limitations of this agreement, all powers, rights and authority vested in it by all laws, rules and regulations, including the management and direction of all the operations and activities of the school district.

ARTICLE III — Grievance Procedure

A. Definition of Terms

1. Grievance — an appeal by a teacher, group of teachers, or the Association based upon an alleged violation, misinterpretation, or inequitable application of policies, agreements and administrative decisions as required by NJSA34:13A.1 through 13. A grievance to be considered under this procedure must be initiated by the employee within 20 school days of its occurrence.
2. Aggrieved Person — the person, or persons making the appeal.
3. Party of Interest — the person, or persons or the Association making the appeal and any person who might be required to take action or against whom action might be taken in order to resolve the appeal.
4. Exclusions — No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four unless its resolution requires a determination as to the meaning or application of this Agreement. In addition, no claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to:
 - a. Any matter for which a review by arbitration is prohibited by law.
 - b. Any rule, regulation, policy and/or administrative decision dealing with the internal matters of the South River Board of Education or the State Commissioner of Education.
 - c. Any act beyond the Board's legal authority to act.
 - d. The failure or refusal of the Board to renew the contract of a non-tenured employee.

- e. In any matter wherein a specific method of review is prescribed by law, or by any rule, regulation, or order of the State Commissioner of Education, or the State Board of Education.
- f. Any complaint by any personnel occasioned by the appointment or lack of appointment or retention in or lack of retention in any position for which tenure is either not possible or not required

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level solution to the problems which may from time to time arise affecting the terms and conditions of employment of teachers.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor or principal provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Provisions for handling grievances filed at the end of the school year — in the event that a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One -- An aggrieved person shall submit a written copy of his/her grievance with his/her supervisor or principal. An effort to resolve the matter will be made at an informal conference called within five (5) school days of the date the grievance was filed. The aggrieved person may have one representative from the Association attend with him/her. The representative shall serve as an observer and shall not be permitted to participate in the presentation or discussion of the grievance. If the matter cannot be resolved, the supervisor or principal will render a written decision to the aggrieved person within three (3) school days of the informal conference.
4. Level Two -- In the event that the aggrieved person wishes to pursue his grievance further, he/she may within five (5) school days of receipt of the decision from his/her supervisor or principal file a written copy of his/her grievance with the Association to determine whether or not the grievance has merit. If the Association considers the grievance to have merit, a written copy of the grievance shall be filed with the Superintendent of Schools within five (5) school days from its receipt by the Association.
5. Level Three -- Within ten (10) school days after the grievance has been filed with the Superintendent of Schools, he/she shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may have one representative from the Association attend with him/her. If the matter cannot be resolved, the Superintendent and the Association shall each within five (5) school days of the final conference refer the mat-

ter to the Board of Education. Upon mutual consent, the Level Three meeting may be eliminated and the grievance may proceed directly to Level Four.

6. Level Four -- The Board of Education shall consider the grievance within ten (10) school days from the date it has been filed with the Secretary of the Board of Education. The Association shall be permitted five (5) members on the Committee, but only three (3) shall be permitted to participate in the presentation of the grievance. The Association may have a Field Representative from the State organization present. The number of witnesses permitted to testify shall be mutually agreed upon. Attendance at all hearings shall be limited to those listed in this policy. The Board will set forth its decision in writing within ten (10) school days of the hearing.

D. Arbitration

1. If the aggrieved person is not satisfied with the disposition at Level Four, he/she may within seven (7) school days of receipt of the Board's decision, or if no decision within fourteen (14) school days of the date on which the hearing was held by the Board, file a written request that the Association's Grievance Committee submit the grievance to arbitration. If the Association's Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the aggrieved person.
2. The Board and the Association agree to a tripartite panel for purposes of arbitration. Within five (5) school days after such written notice of

submission to arbitration. one member of said panel shall be selected by the Association and one member of the panel shall be selected by the Board. The members of the panel selected by the Association and the Board shall select the third panel member pursuant to the rules and regulations of the American Arbitration Association.

3. The arbitrators, so selected, shall confer with representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth their findings of fact, reasoning, and a decision. The arbitrators shall be without power or authority to make any decision contrary to law and shall under his decision to be consistent with the terms of this Agreement. Their decision shall be binding on the parties. In the event of arbitration, the cost of the third member shall be shared equally by the Association and the Board.

ARTICLE IV — Teacher Rights

- A. Teachers employed by the Board of Education shall have the right to freely organize, join, and support the South River Education Association and its affiliates for the purpose of engaging in collective negotiations.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional rank without just cause.
- C. Whenever any teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that person in his/her office, position or employment or the salary

and/or increments pertaining thereto, he/she shall be given prior written notice of the reasons for such appearance and shall be entitled to have a representative of the Association present to advise and represent him/her during such required appearances.

- D. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws.

ARTICLE V — Association Privileges

- A. The Board of Education agrees to provide the South River Education Association with reasonable information; such as concerning financial resources, audits, and lists of certificated personnel.
- B. The Building Representative, with the approval of the principal, shall have the right to transact reasonable business during normal school hours.
- C. With the permission of the Superintendent, the South River Education Association may use school equipment (typewriters, mimeograph machines, etc.).
- D. Association approved materials will be posted only on bulletin boards not accessible to the public or students; any other areas shall require prior administrative approval.
- E. Unless the principal objects, the Association may use interschool mail facilities and school mailboxes for routine letters and notices. This excludes all bulk mail.
- F. The president of the Association shall not be scheduled for duties in accordance with the following:
 1. If the president is an elementary teacher, he/she

shall be relieved of teaching duties on Friday afternoons.

2. If the president is a secondary teacher, he/she shall be relieved of two non-teaching periods per day. If it is reasonably administratively possible, the president's schedule shall be arranged so that at least one of these periods shall be the last period of the day.
 3. The president so relieved may leave the building upon notifying his/her principal that he/she is leaving to transact Association business within the South River district. He/She shall report to the Principal of the building he/she visits.
- G. The official minutes of each Public Board Meeting shall be mailed to the Association after each meeting.

ARTICLE VI — Supplies and Equipment

- A. The Board and the Association recognize that the quality and quantity of educational materials and equipment utilized in facilities that provide proper seating, storage, and display areas, as well as adequate ventilation, heating and lighting, together with adequate rest rooms and lounge facilities for teachers are important factors in promoting good education and will, whenever possible, subject to budget limitations, community support, and limitations of existing buildings exert their influence to provide them adequately for teachers. However, the final decision as to adequacy shall be made by the Board of Education.

ARTICLE VII — Teaching Hours and Teaching Load

- A. Teachers shall report at least ten (10) minutes before the opening of the school day and shall be re-

quired to remain fifteen (15) minutes past the close of the teaching day. The regular in-school work day shall not exceed seven (7) hours and thirty (30) minutes, except that teachers shall be required to attend faculty, grade level, departmental and curriculum meetings.

- B. When reasonably administratively possible, all secondary teachers shall be scheduled for no more than three (3) consecutive teaching periods, or, if multiple periods are involved, for no more than four (4).
 - C. When reasonably administratively possible, secondary teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations.
 - D. Subject to adequate facilities and the type of educational program offered, classroom teachers shall not be required to change subject area teaching stations more than two (2) times during the school day.
 - E. The practice of using regular teachers as substitutes shall be discouraged; however, if it is necessary in an emergency, such coverage shall be assigned to teachers on a rotating basis. Coverage shall be arranged by the school principal. Payment for such coverage shall be \$5.00 per period of substitution.
 - F. If an elementary teacher must cover a class during a period which his/her class is scheduled for Music, Art, Library, or Physical Education, said teacher shall be paid \$5.00 for such coverage.
- G. Elementary Preparation Periods
1. Teachers at the elementary level shall have a preparation period, not to exceed five (5) per week, when the class is supervised by a special teacher of Library, Art, Physical Education, or

Music. A strong effort will be made to provide substitutes.

2. An effort shall be made to include 120 minutes preparation time in the weekly schedules of full-time elementary special teachers.
 3. Special teachers who are employed at both elementary and secondary levels may have preparation time at either level but not at both. Said preparation time is in addition to traveling time.
- H. A strong effort shall be made to use, as far as possible, facilities that are suited to the course and the method involved.
- I. All teachers shall be subject to assignment to extracurricular and cocurricular activities. Except for teachers performing added duties for which they receive differentiated pay or release time, all meetings beyond one per month needed in the direction of such an activity shall be voluntary.

ARTICLE VIII — Class Size

The Board and the Association recognize that class size is an important factor in good education, and will, whenever possible, subject to space availability, and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the final decisions as to class size will be made by the Board in the best interests of the pupils and shall not be subject to the grievance procedure.

ARTICLE IX — Teaching Assignments

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April thirtieth.

- B. Teachers shall be notified of their class and building assignments as soon as possible. All personnel shall be notified of their assignments as soon as possible and, except in cases of emergency, not later than August 15.
- C. Teachers who are assigned to more than one school shall have their schedules arranged so as to do as little traveling as possible.
- D. Travel Expenses
1. Teachers who are authorized to use their own automobiles in the performance of their duties (excluding the transportation of students and personnel) shall be reimbursed at the rate of fifty dollars (\$50) per annum for all driving done between the base school and the second school.
 2. The Athletic Director shall be reimbursed for traveling expenses at the rate of one hundred fifty dollars (\$150) per year.
- E. A strong effort shall be made to assign teachers within their area of certification.
- F. In the event that changes in a teacher's class schedule or room assignment is proposed by either the administration or a teacher after school opens, all teachers that will be affected by the change will be given notice of the change and the reasons therefore. The final decision will be determined by the administration.

ARTICLE X — Transfers and Reassignments

- A. Teachers desiring to change grade and/or subject assignment or who wish to transfer to another building may file a written statement with the Superintendent by March 1. Such requests for transfers shall be considered.
- B. The staff and Association shall be notified of all

administrative, supervisory and extracurricular vacancies as soon as practicable.

- C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee at which time the teacher shall be notified of the reasons thereof.
- D. A transfer shall mean the assignment of a teacher from an existing position in one school to a position within the same teaching level in another school. Assignment to a school annex of an elementary school located beyond a radius of three blocks of the main building shall be treated as an involuntary transfer.

ARTICLE XI — Non Teaching Duties

The Association acknowledges that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

ARTICLE XII — Teacher Evaluation

- A. Evaluation of instructional personnel is an integral part of the educational program. The work performance of all teachers shall be evaluated in writing and discussed with them in conference. The evaluation of teachers shall be mainly concerned with, but not limited to, the following areas: command of subject matter, effectiveness of instruction, initiative, cooperation, participation, reliability and personal responsibility, leadership, growth potential, and professional improvement.
- B. A teacher shall have the right, upon written request, to review the contents of his/her personnel file and be able to copy any contents. No material derogatory other than regular evaluations and/or

tory to a teacher's conduct, service, character, or other materials concerning which a conference has been previously held with the teacher shall be placed in his/her personnel file unless the teacher has been informed of this action in writing. The personnel file shall be kept current.

- C. A teacher shall be given a copy of any report prepared by his evaluators at least one (1) day before any conference to discuss it.
- D. Teachers shall be evaluated only by persons certified in accordance with the appropriate rules and regulations of the New Jersey State Board of Examiners.

ARTICLE XIII — Leaves of Absence

A. Sick Leave

1. All ten-month employees shall be granted ten (10) days of sick leave yearly. All twelve-month employees shall be granted twelve (12) days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years.
2. If a teacher because of illness is absent from school for more than three (3) consecutive days, he/she must present a doctor's certificate to the Superintendent upon his/her return.
3. Teachers who have been on leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. Maternity Leave

1. Any employee who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such employee becomes aware of same. If the anticipated disabling event is childbirth, the em-

- employee who becomes pregnant shall notify the Board at least 90 days prior to the expected date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disabling condition.
2. Requests for disability sick leave relating to anticipated disability shall include dates of onset and return from such leave.
 3. An employee may request unpaid leave of absence to prepare for an anticipated disabling event. Such requests shall be submitted a minimum of 60 days prior to the onset of the requested leave except that in cases of emergency, as determined by the Board, such requests may be submitted less than 60 days prior to the onset of the requested leave.
 4. When the expected date of onset of disability occurs during periods which would substantially interfere with the administration of the school and/or the education of the pupils, the Board may alter the requested dates providing that such change by the Board is not medically contraindicative.
 5. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
 6. Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
 7. If the anticipated disabling event is childbirth the Board shall presume that the pregnant employee becomes disabled for work four weeks be-

for the anticipated date of childbirth, upon certification of pregnancy by a physician, at which time the pregnant employee shall become eligible for sick leave benefits to the extent of available accumulated sick leave days. The employee shall be required to apply for sick leave to the Board of Education which shall grant same for said four week period of time upon submission to the Board of Education of a physician's certificate attesting to pregnancy. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the teacher becomes disabled prior to this four-week period said teacher may use any sick leave benefits to which she is entitled providing that (1) the teacher's physician provides the Board with a certificate attesting to her inability to continue teaching, and (2) the Board reserves the right to verify the teacher's inability to continue teaching.

8. The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following: The Board of Education's physician and the teacher's physician agree that the teacher cannot continue teaching. If there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the teacher and whose opinion shall be conclusive and binding on the issue

- of physical capacity to continue teaching.
9. If the employee's disability is caused by childbirth and such employee is receiving disability sick leave benefits, the employee is presumed to be disabled for a recuperative period of four weeks following childbirth upon submission of a physician's certificate attesting to the date of childbirth, during which time such employee shall continue to receive sick leave pay to the extent of available accumulated sick leave days to which she is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth and not to those employees who have been out on unpaid personal leave.
 10. If as a result of pregnancy, an employee continues to be disabled after this four-week period, said employee may use any sick leave benefits to which she is entitled providing that (1) the teacher's physician provides the Board with a certificate attesting to her inability to resume teaching, and (2) the Board reserves the right to verify the teacher's disability.
 11. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
 12. If the Board of Education's physician and the teacher's physician disagree as to the teacher's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher, and whose medical opinion shall be conclusive and binding on the issue of

the teacher's fitness to return to her duties prior to the expiration of the recuperative period.

13. Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth therein under Section B-3 above.
14. In no event shall the Board of Education be obligated to extend a non-tenured teacher's leave of absence beyond the contract year for which the teacher is employed.
15. **Child Care Leave**
 - a. Teachers may request a Child Care Leave without pay at least sixty (60) calendar days prior to the commencement of said leave. The Board shall grant the request for a Child Care Leave for a period up to the end of the school year in which the birth of the child occurs or to the end of the teacher's contract period, whichever comes first.
 - b. If the child is born on March 1 or thereafter, the Board shall, upon written application made not later than sixty (60) days after the birth of the child or June 30, whichever comes first, grant an extension of the Child Care Leave through the following school year. This provision shall apply to non-tenure teachers only if the Board grants said teacher a renewal of contract for the following year.

C. Health Leave

A tenure teacher desiring a leave of absence for health reasons may be allowed one (1) year's absence with no loss of seniority, tenure, or retire.

ment rights, and upon return be placed on the salary schedule in the position occupied at the beginning of the leave. When teachers resume teaching after leave, they shall receive the regular increase for one year only, that they would have received had they continued in the system without interruption, over their salary at the time they are granted a leave. No teacher shall have more than two successive leaves.

D. Professional Observation and Conferences

1. One day per year may be allowed each teacher for observation of another school without loss of pay. Arrangements must be made in advance through the Superintendent of Schools.
2. Members of the staff may be permitted to attend professional meetings which shall have for their theme subjects of interest to the Professional Program of our schools. Approval to attend such meetings will be granted by the Board of Education upon the recommendation of the Superintendent of Schools. Those who attend shall be reimbursed for expenses and mileage (computed at 10¢ per mile), but the total amount of such reimbursement shall not exceed thirty-five dollars (\$35).
3. Up to two (2) days shall be granted to three (3) members of the Association for the purpose of attending conferences and conventions of state and national affiliated organizations. Substitute's pay shall be deducted for each absence.

E. Military Leave

1. Military leave shall be granted without pay to any teacher who is inducted in any branch of the Armed Forces for the period of induction.

F. Funeral Leave

1. An allowance of five (5) days will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, or mother-in-law. This time is not deducted from the regular sick leave.
2. An allowance of three (3) days will be granted without deduction in case of death of a sister or brother of the husband or wife of an employee.
3. An allowance of one (1) day will be granted without deduction in salary to attend the funeral of a grandparent, grandchild, brother-in-law, or sister-in-law of a teacher (but not of the teacher's spouse) or an uncle or aunt provided that said uncle or aunt resides in the same household as the teacher.

G. Personal Leave

1. All teachers shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of two (2) school days in any contract year.
2. Not more than five (5) per cent of the staff may take personal leave on any one day.
3. All leaves of absence referred to in this section are subject to the following conditions:
 - a. A Request for Personal Leave Form shall be filed with the Superintendent of Schools at least three (3) school days in advance of the contemplated absence, or such shorter notice as is practical in the event of an emergency. Lacking such notice, the absence will be considered unauthorized and the Teacher's pay will be deducted at a daily rate of 1/200 of the annual salary.
 - b. Personal days will not be granted the day im-

mediately preceding or following a scheduled school closing except in case of emergency approved by the Superintendent of Schools.

c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

H. Educational Leave

1. Teachers who are granted a leave of absence by the Board of Education for further study shall, upon return, receive the normal increment which they would have received had they remained in service.

I. Miscellaneous Leave

1. Teachers required to appear in any legal proceedings connected with the teacher's employment or by reason of their connection with the school system shall suffer no loss of pay provided that such appearance is not necessitated by any suit brought by said teachers against the South River School District.

Teachers required to appear as a witness in court proceedings shall suffer no loss of pay provided such appearance is not required as a plaintiff or defendant.

2. A teacher may be granted a leave of absence without pay for up to one year for the purpose of engaging in activities of the Association and its affiliates.

3. An allowance of not more than two (2) days per year may be approved by the Superintendent for the observance of a religious holiday by an employee.

ARTICLE XIV — Instructional Council

The Teacher-Administrator Council as now constituted shall be continued with the following provisions: The staff shall elect their representative to the Council; faculty representatives will be given an opportunity to report to the staff at a faculty meeting; and, minutes of each session of the Council will be distributed to all teachers.

ARTICLE XV — Professional Development and Improvement

- A. To encourage professional growth among the teachers, the Board shall reimburse not more than fifty (50) teachers each year for tuition paid in the successful pursuit of college and university graduate courses in accordance with the following provisions:
1. Applications for approval of courses to be taken must be made with the Superintendent of Schools at least ten (10) days in advance of the beginning of said course.
 2. Preference will be given to those who are matriculated for a graduate degree.
 3. Courses cannot be used toward certification for the position held by the teacher.
 4. Payment shall not exceed two hundred dollars (\$200) per teacher for the 1978-79 year. Two hundred twenty-five dollars (\$225) per teacher for the 1979-80 year and two hundred fifty dollars (\$250) per teacher for the 1980-81 year.
 5. Payment shall be made by the Board within two months after the teacher has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.
- B. The Board shall pay the full cost of tuition and other reasonable expenses for any in-service cour-

ses, workshops, etc., necessary to broaden and strengthen the teacher's background in his subject field or grade level, provided that such in-service courses, workshops, etc. are sponsored by the school system.

C. Teachers may request the Board to purchase books, equipment and other resource material for the professional development of the staff.

D. Use of Vehicles

Teachers authorized by the Superintendent of Schools to use their personal automobiles for school business shall be reimbursed at the rate of ten cents (\$.10) per mile.

ARTICLE XVI — Nurses

A. The nurses shall have a duty free lunch period of at least the following lengths:

1. Elementary - Forty (40) minutes
2. Middle - Forty (40) minutes
3. High - Thirty (30) minutes

B. Transportation of students by school nurses shall be kept at a minimum.

ARTICLE XVII — Teacher Protection

The Board agrees to abide by the laws of the State of New Jersey, federal laws, and rulings of the State Commissioner of Education which have the effect of law, in respect to the protection of teachers in the discussion of any topic included in the school's philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education provided that the rights and dignity of the individuals present are maintained.

ARTICLE XVIII — Deduction from Salary

A. The Board agrees to deduct from the salaries of the members of the Association bargaining unit dues as authorized by the South River Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be remitted to the Treasurer of the Association in compliance with Chapter 233, Public laws of 1969 (NJSA 52:14-15.9e) under the rules established by the State Department of Education.

B. The Association shall certify in writing to the Board by August first the current rate of membership dues of the Association and/or any of its affiliates.

C. The Association shall indemnify and save the Board of Education 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 of Education in reliance upon documents utilized by the Board, in complying with any of the provisions of this section.

ARTICLE XIX — Health Benefits

A. Group Health Insurance

1. All full-time regularly employed teachers shall be eligible for enrollment in the New Jersey Public and School Employees Health Benefit plan as administered by the Division of Pensions, and which includes Blue-Cross, Blue-Shield, Rider J, and Major-Medical Coverages or the Rutgers Community Health Plan.

2. The Board of Education shall participate in the financing of the program by contributing the following amounts:

Single Plan -- entire premium.

Other than Single Plan -- entire premium of the

employee plus the cost of coverage for dependents less a percentage paid by the employee each month. The percentage to be paid by the employee each month for such coverage under all plans shall be determined by dividing four dollars (\$4) by the cost of coverage for dependents under The Family Plan.

- B. 1. All full-time regularly employed teachers shall be eligible for enrollment in the Group Dental Insurance Plan as issued by an insurance carrier selected by the Board.
2. The Board of Education shall participate by contributing the entire premium for Single Plan.
3. Commencing July 1, 1979 the Board of Education shall participate by contributing the entire premium for a complete family dental plan not to exceed a total cost of \$16,000.00 per year or \$12.69 per month per teacher for dependent coverage, orthodonture.

ARTICLE XX — Salary

- A. The salaries of all employees covered by this Agreement are set forth in the Appendix which is attached hereto and made a part thereof.
- B. 1. Employees on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
2. Employees on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
3. When a pay day falls on or during a school holiday, vacation, or weekend, an effort shall be made to pay teachers their pay checks on the last previous working day.

C. Longevity Schedule

1. Teachers shall receive three (3) longevity increments of \$200 each as follows:
 - a. First longevity increment—During 1978-79 the first longevity increment of \$200 shall be paid to teachers with 17-19 years of accumulated service; during 1979-80 to teachers with 18-19 years of accumulated service; and, during 1980-81 to teachers with 19 years of accumulated service.
 - b. A second longevity increment of \$200 shall be paid to teachers with 20-24 years of accumulated service.
 - c. A third longevity increment of \$200 shall be paid to teachers with 25 or more years of accumulated service.
2. The maximum amount payable under this section shall be \$600 per year.
- D. A teacher upon retirement shall be paid for one-half ($\frac{1}{2}$) of his/her accumulated sick days at the rate of ten dollars (\$10) per day.

ARTICLE XXI — Negotiations Procedure

- A. 1. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with NJSA 34:13A.1 through 13.
2. Any Agreement negotiated shall apply to all teachers, be reduced to writing, be signed by Representatives of the Board and the Association, and shall be subject to adoption by the Board and the membership of Association.
3. Neither party shall have any control over the selection of the negotiating representatives of the other party. The parties mutually agree that their representatives shall be clothed with all

necessary power and authority to make proposals, consider proposals, and make counter proposals, in the course of the negotiations.

- B. The Board and the Association agree that the negotiated Agreement, when signed, becomes Board Policy for the term of the Agreement and that the Board shall carry out the commitments contained therein and the Board shall give them full force and effect as Board Policy.
- C. The Board and the Association agree that if any provision of the negotiated Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual teacher, heretofore, or hereafter executed shall be consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, the Agreement during its duration, shall be controlling.
- E. Copies of the Negotiated Agreement shall be printed on a 50-50 cost basis within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or recommended for employment to the Board by the Superintendent.
- F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- G. Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provision(s) of the Agreement,

either party shall do so by telegram or registered letter at the following addresses. It is agreed that such notice shall not be construed to reopen any items in this Agreement.

1. The South River Board of Education
Montgomery Street
South River, New Jersey 08882
2. The South River Education Association
Box 61
South River New Jersey 08882

ARTICLE XXII — General

- A. The Board agrees that there shall be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of the negotiated Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age, or marital status.
- B. The Association acknowledges that the employees of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of the Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have in the event of such breach.
- C. The Board agrees that it shall not directly or indirectly discourage, deprive or deny any teachers in the enjoyment of any rights conferred in NJSA 34:13A.1 through 13.
- D. This agreement represents and incorporates the complete and final understanding and settlement

by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any matter that was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII — Duration

A. The provision of this Agreement shall become effective July 1, 1978 and shall continue and remain in force and effect until June 30, 1981.

B. In witness whereof, the parties hereinto set their hands and seals this 4th day of December, 1978.

SOUTH RIVER EDUCATION ASSOCIATION

Marilyn Dudash, President

NEGOTIATING COMMITTEE

John C. Fuehrer, Chairman

Joan P. Lennon

John R. Hutchison

Marcia Weber

William R. Kendrick, Jr.

SOUTH RIVER BOARD OF EDUCATION

Regis Wyluda, President

NEGOTIATING COMMITTEE

Anthony Zambrowski, Chairman

Neal C. Hoskins

Joseph A. Zemaitis

Claire H. Miller

Michael Toht, Negotiations Consultant

Robert Fleming, Research Consultant

APPENDIX

1. Schedule A — Teachers' Salary Guide 1978-1979

STEP	NO DEGREE	B.A.	MASTER'S	M + 30.	DOC.
1.		10,300	11,100	11,500	11,800
2.		10,700	11,500	11,900	12,200
3.		11,100	11,900	12,300	12,600
4.		11,500	12,300	12,700	13,000
5.		11,900	12,700	13,100	13,400
6.		12,300	13,100	13,500	13,800
7.		12,700	13,500	13,900	14,200
8.		13,100	13,900	14,300	14,600
9.		13,600	14,400	14,800	15,100
10.		14,100	14,900	15,300	15,600
11.		14,700	15,500	15,900	16,200
12.		15,300	16,100	16,500	16,800
13.		15,900	16,700	17,100	17,400
14.		16,700	17,500	17,900	18,200
15.	18,200	18,500	19,300	19,700	20,000
Years of Service					
17-19	18,400	18,700	19,500	19,900	20,200
20-24	18,600	18,900	19,700	20,100	20,400
25 —	18,800	19,100	19,900	20,300	20,600

2. Teachers' Salary Guide 1979-1980

STEP	NO DEGREE	B.A.	MASTER'S	M + 30.	DOC.
1.		10,600	11,400	11,800	12,100
2.		11,000	11,800	12,200	12,500
3.		11,400	12,200	12,600	12,900
4.		11,800	12,600	13,000	13,300
5.		12,300	13,100	13,500	13,800
6.		12,700	13,500	13,900	14,200
7.		13,100	13,900	14,300	14,600
8.		13,500	14,300	14,700	15,000
9.		14,000	14,800	15,200	15,500
10.		14,500	15,300	15,700	16,000
11.		15,100	15,900	16,300	16,600
12.		15,700	16,500	16,900	17,200
13.		16,300	17,100	17,500	17,800
14.		17,100	17,900	18,300	18,600
15.	19,150	19,450	20,250	20,650	20,950

Years of Service

18-19	19,350	19,650	20,450	20,850	21,150
20-24	19,550	19,850	20,650	21,050	21,350
25 —	19,750	20,050	20,850	21,250	21,550

3. Teacher's Salary Guide 1980-1981

STEP	NO DEGREE	B.A.	MASTER'S	M + 30.	DOC.
1.		10,900	11,700	12,100	12,400
2.		11,300	12,100	12,500	12,800
3.		11,700	12,500	12,900	13,200
4.		12,100	12,900	13,300	13,600
5.		12,500	13,300	13,700	14,000
6.		13,100	13,900	14,300	14,600
7.		13,500	14,300	14,700	15,000
8.		13,900	14,700	15,100	15,400
9.		14,300	15,100	15,500	15,800
10.		14,900	15,700	16,100	16,400
11.		15,400	16,200	16,600	16,900
12.		16,100	16,900	17,300	17,600
13.		16,700	17,500	17,900	18,200
14.		17,300	18,100	18,500	18,800
15.	20,115	20,415	21,215	21,615	21,915

Years of Service

19	20,315	20,615	21,415	21,815	22,115
20-24	20,515	20,815	21,615	22,015	22,315
25 —	20,715	21,015	21,815	22,215	22,515

Schedule B — Special Services

A. SCHOOL PSYCHOLOGIST

Twelve month contract: Ratio of 1.15

B. LEARNING DISABILITY — TEACHER CONSULTANT

1. Twelve month contract: Ratio of 1.10

2. Ten month contract: Teacher's Salary Guide

C. SCHOOL SOCIAL WORKER

Twelve month contract: Ratio of 1.10

D. The salary shall be based upon the ratio x the professional preparation as classified for teachers.

E. The beginning salary shall be determined by the Board of Education at the time of employment.

Schedule C. — Student Body Activities Salaries

NO.	ACTIVITY	Salary 1978-79 and 1979-80	Salary 1980-81
1	Football—Head Coach	1500	1600
5	Football—Assistants	950	1025
1	Basketball—Head Coach	1300	1400
2	Basketball—Assistants	925	1000
1	Tennis—Fall	875	950
1	Tennis—Spring	875	950
1	Baseball—Head Coach	1250	1350
2	Baseball—Assistants	875	950
1	Track—Winter	800	900
1	Track—Spring	1250	1350
2	Track—Assistants—Spring	775	850
1	Cross Country—Head Coach	875	950
1	Cross Country—Assistant	725	800
1	Wrestling—Head Coach	1300	1400
2	Wrestling—Assistants	875	950
1	Soccer—Head Coach	1200	1300
2	Soccer—Assistants	750	825
1	Golf	875	950
1	Girls' Basketball—Head	1300	1400
2	Girls' Basketball Asst.	925	1000
1	Girls' Softball—Head	1250	1350
1	Girls' Softball—Asst.	875	950
1	Girls' Track—Head Coach	1250	1350
1	Girls' Track—Assistant	775	850
1	Girls' Cross Country	875	950
1	Girls' Field Hockey—Head	1200	1300
1	Girls' Field Hockey—Asst.	750	825
1	Director of Athletics	1500	1600

SENIOR HIGH

Senior Class Advisor	450	500
Junior Class Advisor	375	425
Sophomore Class Advisor	300	325
Freshman Class Advisor	275	300
Year Book	600	650
Bond	1250	1350
Twirlers	325	350
Cheerleaders—Varsity	575	650
Cheerleaders—JV	400	450
Cheerleaders—Freshman	400	450
Dramatics	725	775
Public Speaking	475	500
Collector of Revenue	475	500
Newspaper	450	475
Student Council	500	550
Color Guard	275	300
Audio-visual Repair	300	350
Audio-visual Distribution	250	300
Department Head—Ratio of .07 x annual salary (79-80)		
Driver Education	6.00	6.50 7.00
	hr.	hr. hr.

MIDDLE SCHOOL

	1978-79 and 1979-80	1980-81
Band	525	575
Collector of Revenue	275	300
Newspaper	250	275
Student Council	225	250
Audio-visual Repair	300	350
Audio-visual Distribution	200	250
Middle School Team Leader	350	400

Constitution and By-Laws
OF THE
SOUTH RIVER EDUCATION ASSOCIATION

—
CONSTITUTION

ARTICLE I — Name

Section 1 — The name of this organization shall be the South River Education Association.

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

ARTICLE II — Purposes

Section 1 — To work for the welfare of school children, the advancement of public education, and the improvement of instructional opportunities for all.

Section 2 — To develop and promote the adoption of such ethical practices, personnel policies, and standards of preparation and participation as mark a profession.

Section 3 — To secure and maintain salaries, tenure, sound retirement systems, and such improvements in working conditions, as will improve the professional growth, morale, and security of teachers and guarantee quality service to each child and the community.

Section 4 — To unify and strengthen the teaching profession, to enable members to speak with a common voice on all matters of mutual concern, and to represent individual and common interests of members before the Board of Education and other legal authorities.

Section 5 — To hold property and funds, to engage service, and employ personnel for the attainment of these purposes.

ARTICLE III — Membership

Section 1 — Active Members

- A. Active membership in the Association shall be opened to any member of the South River Public School System, the qualifications for whose position are such as to require the person to hold an appropriate teaching or affiliated professional certificate (but not administrative or supervisory) issued by the New Jersey State Board of Examiners and who holds such a certificate.
- B. Active members of the Association shall be expected to abide by the Code of Ethics of the Education profession.
- C. Active membership shall be continuous until the member leaves the school system, resigns from the Association, or fails to pay membership dues.
- D. Active members of the Association shall also be members of the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association.

Section 2 — Associate Members

- A. Persons employed in the South River Public Schools, who are not eligible to become active members, may upon payment of dues enroll as associate members without the right to vote, to hold office, or to represent the Association.
- B. Members who retire may continue as associate members for life.

Section 3 — Honorary Members

Honorary membership may be conferred upon members of the teaching profession or other persons for distinguished service to education and the profession. Honorary members may participate in such activities as the Executive Council may designate.

Section 4 — Revocation of Membership

According to procedures adopted by the Executive Council, the Executive Council may censure, suspend, or expel any member who shall have violated the Code of Ethics of the Education Profession; may cancel the membership of any member convicted in a court learned in the law of crime involving moral turpitude; and may reinstate a member who has previously been suspended or expelled from the Association.

Section 5 — Rights of Membership

- A. Every active member shall have the equal rights and privileges within the organization to nominate candidates for office; to vote in elections or on referenda of the Association; to attend membership meetings; to participate in the deliberations and voting upon the business of such meetings, except that in voting on contract ratification only members in the appropriate unit of representation shall have the right to vote.
- B. Every member shall have the right to meet and assemble fully with other members; to express any views, arguments, or opinions; to express views at meetings upon candidates in an election of the Association or upon any business properly brought before the meetings.
- C. No member shall be fined, suspended, expelled or otherwise disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.

ARTICLE IV — Officers

Section 1 — The officers of the Association shall

consist of a president, a vice president, a secretary, and a treasurer.

Section 2 — Whenever a majority of the Executive Council shall agree that an officer is no longer employed in the South River Public School System, is incapacitated, or has been grossly negligent of the duties defined in the by-laws, they shall recommend that the office be declared vacant. If the Council so votes by a two-thirds majority, it shall immediately elect a replacement to fill the unexpired term.

Section 3 — In the event of a vacancy in the office of the President, the Vice President shall become President, and serve until the next annual election.

ARTICLE V — Executive Council

Section 1 — The policy-forming body of the Association shall be the Executive Council.

Section 2 — The Executive Council shall consist of the elected officers of the Association, Building Representatives from each building, the immediate past president of the Association, and the chairpersons of the standing committees; it shall be the executive authority of the Association.

Section 3 — The Executive Council shall have the power to engage services and employ personnel for the efficient management of the Association and attainment of Association purposes under personnel policies adopted by the Executive Council and within the annual budget.

Section 4 — Any member of the Association who is not a member of the Executive Council may attend its meetings, shall sit apart from the voting body, but may receive permission to speak.

ARTICLE VI — Amendments

Amendments to this Constitution may be made by a two-thirds majority of the active members of the Association voting in a regular or special election called for this purpose, provided that:

- A. The amendments have been submitted in writing to the Secretary of the Association.
- B. The Secretary of the Association has distributed copies of the amendment to the members of the executive council.
- C. The executive council, by a majority vote, proposes to recommend said amendments to the general membership.
- D. The Secretary of the Association has distributed copies of the amendments so proposed to all active members of the Association at least two calendar weeks in advance of the election.

BY-LAWS

ARTICLE I — Meetings

Section 1 — Executive Council

- A. The Executive Council shall set meeting dates for the next year at the May meeting; meetings must be held each month at the call of the President or at the request of three members of the Executive Council.
- B. The Executive Council shall prepare the agenda for each meeting and shall circulate it to all members of the Council so that representatives have time to discuss it with their faculty members in advance of the Council meeting.
- C. Special meetings of the Executive Council may be held at the call of President or upon written

request to the Executive Council of five faculty representatives. Business to come before special meetings shall be limited to items stated in the call, which shall be sent in writing to each representative.

Section 2 — General Membership Meetings

- A. The Executive Council shall arrange at least four meetings of the members each year for discussion of professional issues.
- B. Whenever a General Meeting has been called and after proper written notification of at least one calendar week has been made to the active membership of this association, and less than 15% of the total membership has attended such meeting, the President of this association or other such duly authorized or designated person, shall declare the meeting not convened and unable to carry on the business of such announced meeting.
- C. Whenever a Special or General Meeting shall have been called and declared "not convened" due to a lack of members present, the President or designated officer presiding shall announce a new meeting date within one calendar week of the voided meeting.
- D. Whenever a second General Meeting fails to obtain the necessary membership participation by the lack of their presence at such previously announced second meeting, the President or such designated presiding officer shall then officially declare that the matter(s) for membership approval shall pass to the Executive Council within one calendar week of such second meeting for such action as they might deem necessary for the benefit and welfare of the total membership of the Association.

E. Whenever matters shall thus pass to the Executive Council for such action as they deem necessary as indicated in Paragraph D above, a two-thirds vote of the total of the Executive Council Membership shall be required to carry the question except in matters of ratification.

F. Whenever a Special Meeting has been called for the primary purpose of ratification of a contract a minimum of one-third of the total active membership shall be required to be in attendance. A second meeting shall be announced as per paragraph C. above.

Whenever a Special Meeting has been called for the purpose of ratification of a contract and less than the required number of members has attended a second special meeting shall be called at which meeting the members present shall ratify by a majority vote.

ARTICLE II — Quorum

- A. A quorum shall consist of 15% active members of the organization present at committee or general meetings.
- B. Two-thirds (2/3) or minimum of ten (10) members, whichever is greater, of the Executive Council must be present to constitute a quorum of the Executive Council.

ARTICLE III — Power of Officers

Section 1 — President — The President shall preside over meetings of the Executive Council, appoint the chairperson and members of all standing committees and special committees not otherwise provided for in the constitution and by-laws, be ex-officio member of all standing committees, and shall be the executive of.

ficer of the Association. The President shall represent the Association before the public either personally or through his designated representatives and shall perform all other functions usually attributed to this office. The President shall, with the treasurer, sign all orders drawn upon the treasury for which a voucher has been submitted.

Section 2 — Vice President — The Vice President shall assume all duties of the President in his absence and shall work closely with one or more standing committees as the President may suggest. He shall become a president whenever the presidency becomes vacant as provided in Article IV, Section 3 of the Constitution. The vice president shall be an ex-officio member of the negotiations and grievance committees.

Section 3 — Immediate Past President — The immediate Past President shall advise the Executive Council and assist the President at the latter's request.

Section 4 — Secretary — The Secretary shall keep accurate minutes of all meetings of the Executive Council, maintain official files, and shall assist the President with Association correspondence.

Section 5 — Treasurer — The Treasurer shall hold the funds of the Association and disburse them upon authorization by the Executive Council. He shall transmit amounts due to the appropriate associations. He shall keep accurate accounts of receipts and disbursements, shall report at each meeting of the Executive Council and shall prepare an annual budget. He shall be bonded by the Association.

Section 6 — Terms and Succession

A. The officers shall serve for one year with the exception of the President who shall be elected for a two year term.

B. Whenever the offices of both President and Vice President shall become vacant between elections, except as provided in Article IV, Section 2 of the Constitution, the remaining members of the Executive Council shall choose one of their number to serve as President pro-tempore pending special election of the membership.

ARTICLE IV — Power of the Executive Council shall:

1. Be responsible for the management of the Association.
2. Approve all expenditures.
3. Carry out established policies.
4. Cause to be reported to the members its transaction and those of the Association.
5. Establish such special committees as may be necessary.
6. Suggest policies for consideration by the Council.
7. Approve the budget.
8. Set the dues for the Association.
9. Act on reports of committees.
10. Approve resolutions and other policy statements.
11. Adopt procedures for implementing the Code of Ethics of the Education Profession and those to be followed in censuring, suspending, and expelling members for cause held for reinstating members.
12. Adopt rules governing the engaging of services and the employment of personnel.
13. Adopt rules governing the conduct of the Association.
14. Adopt rules governing the conduct of meetings as are consistent with this Constitution and By-laws.
15. Be the final judge of the qualifications and election of officers and faculty representatives.

Section 2 — The Executive Council shall represent the Association in negotiating any policies of mutual concern with the governing and appropriating bodies for the school system. Within policies established, the Executive Council may make decisions binding the Association in these matters. By official action, the Council may delegate its power to negotiate specific issues to other appropriate committees or representatives.

Section 3 — Powers not delegated to the Executive Council, the officers, or other group in the Association, shall be reserved to the general membership of the Association.

ARTICLE VI — Building Representatives

Section 1 — In each school building in the South River Public School System, the members in good standing of this Association, shall elect for a term of one year, Building Representatives to the Executive Council in the following proportions. There shall be ONE Representative for EACH 10 ACTIVE MEMBERS, or FRACTION THEREOF, for each building. There shall be at least ONE Representative for each building. Elections shall be held in March and Representatives shall take their seats in the April meeting of the Executive Council.

Section 2 — Building Representatives shall attend the regular meetings of the Executive Council unless they receive prior excuses from the President. After two unexcused absences of a Representative, the President may declare the seat unfilled, and subject to approval by the Executive Council and designate a member in good standing to finish out the term.

Section 3 — The Building Representatives shall call faculty meetings of the Association members to discuss Association business, appoint such faculty committees as the Association may require, and organize and oversee the subsequent elections of representatives, the enrollment of members and two way association communication within the building.

Section 4 — Faculty Representatives shall have been employed in the South River School System and have been members of South River Education Association for at least one year prior to their election and shall maintain their membership in good standing during their term of service.

ARTICLE VII — Standing Committees

Section 1 — Structure — There shall be seven (7) standing committees carrying the specific functions outlined below. Each committee may, with the approval of the Executive Council, organize special sub-committee and task forces for specific activities from the membership of the Association.

Section 2 — Reports — The chairperson shall report as necessary to the Executive Council.

Section 3 — Titles and Duties

- A. Negotiations Committee shall survey the members and prepare a proposed package to be negotiated with the Board of Education by the Association's Negotiating Team in all areas of member welfare and general working conditions.
- B. Professional Rights and Responsibilities Committee shall explore and prepare action programs for achieving satisfactory personnel policies and procedures for the redress of grievances. This committee shall advise the Executive Council in

situations involving the defense of individual teacher rights and in situations of censure, suspension, or expulsion of members. It shall advise the Executive Council on procedures for implementation of the Code of Ethics and shall develop a program of orientation to the Code for all members of the Association.

C. Public Relations Committee shall seek to develop public understanding of the purposes and programs of the Association, the value and importance of education, and, in cooperation with the administration, the educational philosophy and programs of the schools. It shall develop procedures by which the Association can present material through newspapers, radio, television, and other mass media, and work cooperatively with parents and the public in civic, fraternal, and social organization.

D. Teacher Education and Professional Standards Committee shall explore and develop action programs to raise and maintain standards for certification, employment, and assignment; to improve opportunities for pre-service, continuing, and in-service professional education; and to create and maintain rapport between the Association and nearby institutions of higher education. It shall develop and foster local chapters of Future Teachers of America and programs for student teachers.

E. Membership Committee shall organize and oversee sub-committees on:

1. Membership to organize and conduct unified local, county, state, and national membership enrollment and to inform members of the po-

licies, programs, and accomplishments of all associations.

2. Professional Information — to organize and develop professional library services for the benefit of faculties in each building, particularly for the distribution of free and inexpensive materials from NJEA and NEA and their respective departments, sections, and affiliated professional organizations.

3. Orientation — to develop and conduct programs for the orientation of new teachers to the community, and school system, and professional associations.

F. Legislative Committee—shall have broad concern for state and national legislation affecting the interests of the Association. The Committee shall inform members about newly proposed and enacted legislation in the field of desirable legislation, encourage members to exercise their responsibility for voting and their right to participate in political activity.

G. Social Committee—shall organize such social activities as may serve the needs of members and promote rapport within the Association.

Section 4 — Appointment — The President, with the advice and consent of the Executive Council, shall appoint members of the standing committees at the regular meeting in May and fill all unexpired terms as vacancies occur.

Section 5 — Relation to Executive Council — The Executive Council shall require and assist committees to define their immediate and long-range objectives and programs of action. It shall review committee plans as necessary, and shall decide any jurisdictional questions between committees.

Section 6 — Relation to County, State and National Association — The standing committee shall seek to understand and relate to the objectives and programs of corresponding units of county, state and national associations.

ARTICLE VIII — Special Committees

Each year the President shall appoint an Audit Committee, Budget Committee, and Nomination Committee. At any time he may appoint such other committees as the Executive Council may establish. He shall discharge all special committees upon completion of their duties. These committees shall operate according to rules approved by the Executive Council. No officer of the Association may serve on either the Nomination Committee or the Audit Committee.

ARTICLE IX — Elections

Section 1 — Nominations

- A. The President, subject to approval by the Executive Council at its February meeting, shall appoint a Nominating Committee which shall name one or more candidates for President, Vice President, Secretary, Treasurer, and Executive Committee. Nomination for President shall be in alternating years.
- B. The Nominating Committee shall make its recommendations to the Executive Council at its March meeting. Members of the Council may nominate other candidates from the floor. Any additional names may also be placed in nomination upon presentation at this meeting of petitions signed by 10% of the active members of the Association.

Section 2 — Voting

- A. On the last school day in April, members shall

vote for officers by ballot, in accordance with procedures developed by the Nomination Committee and approval by the Executive Council.

- B. The Nomination Committee shall report the results to the President who shall cause them to be published. New officers shall be installed at the annual meeting in May.
- C. The term of office shall be for one year for all officers, except the President, whose term shall be for two years and shall begin on 1 June, and end on 31 May of the following year.
- D. Results of the election of officers shall be reported to NJEA, NEA, and the County Association immediately by a member of the Nominating Committee.

ARTICLE X — Authority

Roberts Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and By-Laws and such standing rules as the Executive Council may adopt.

ARTICLE XI — Amendment

These by-laws may be amended by a two thirds majority of those at any regular meeting of the Executive Council provided that each amendment has been introduced at the preceding meeting of the Executive Council and that copies have been distributed to Building Representatives for faculty discussion two calendar weeks in advance of the meeting.

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