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ELMWOOD PARK BOARD OF EDUCATION
with
ELMWOOD PARK EDUCATION ASSOCIATION

AGREEMENT

1973 - 1974

1974 - 1975

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PREAMBLE

THIS AGREEMENT entered into this day of June, 1973,
by and between BOARD OF EDUCATION OF THE BOROUGH OF ELMWOOD
PARK, New Jersey, hereinafter called the Board, and ELMWOOD PARK
EDUCATION ASSOCIATION, hereinafter called Association.

WITNESSETH:

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

WHEREAS, the members of the teaching profession are particu-
larly qualified to advise in the formulation of policies and programs designed
to improve education standards, and

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

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

NOW, THEREFORE, in consideration of the following mutual
covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Elmwood Park Education Association as the exclusive bargaining representative, as defined in Chapter 303, Laws of 1968, for the following employees of the Board of Education under contract or leave:

Classroom Teachers
Department Chairmen
Nurses
Guidance Personnel
Librarians
Director of Athletics
Special Services

- B. The term, teacher, when used hereinafter in this Agreement, shall refer to all employees represented by the Association.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968.
- B. Negotiations will begin not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current agreement, notice should be given to the other party by Registered Mail, to be received not later than October 15th, setting forth which articles are to be negotiated, it being understood that every article to be negotiated must be specifically set forth in said notice. If such notice is not received by either party by October 15th as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- C. During negotiations, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data, and make proposals and counterproposals. They shall supply to each other for inspection and copying all requested and pertinent records, data and budgetary information as it becomes available to the respective parties in regular course.
- D. 1. Representatives of the Board and the Association's negotiations committee shall meet by mutual agreement for the purpose of reviewing the administration of the agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the others, at least three days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
4. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by

the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

LAW OFFICES

ARTLETT & TURITZ

A PROFESSIONAL CORPORATION
HACKENSACK, N. J. 07601

214 MAIN STREET

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by any employee or group of employees that, as to him or them, there has been an inequitable, improper or unjust application, interpretation or violation of a Board policy, of this contract, or unprofessional administrative conduct affecting said aggrieved employee or employees.
2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:
 - (a) The failure or refusal of the Board to renew a contract of a non-tenure employee.
3. The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association, or by the Board, to act on its or their behalf and to represent it or them.
5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.
6. The term "party" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance ad-

justed without intervention by the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and state its views.

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. In the event a grievance is filed at such time that it cannot be processed through all steps in the 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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Any aggrieved employee shall institute action under the provisions hereof within thirty calendar days of the occurrence complained of, or within thirty calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty day period shall be deemed to constitute an abandonment of the grievance.

4. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One and his principal has completed the grievance form, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Elmwood Park Education Association (hereinafter referred to as the Association) within five school days after the decision at Level One or ten school days after the grievance was presented, whichever is sooner. Within five school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

6. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision is rendered within ten school days after the grievance was delivered to the Superintendent, he may, within five school days after a decision by the Superintendent or fifteen school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education (herein referred to as the Board).

(b) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten school days after the grievance was delivered to the Board, he may, within five school days after a decision by the Board or fifteen school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt of a request by the aggrieved person.

(c) Within ten school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitrators Association in the selection of an arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings and conclusions on the issue submitted. The arbitrator shall be without authority or power to make any decision which will require the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association but shall be advisory in nature.

(e) Five school days after the decision of the arbitrator is submitted, the Board shall render its final decision on the grievance.

(f) The cost for the services of the arbitrator, including per

diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the party ruled against, as determined by the arbitrator. If, in the opinion of the arbitrator, there has been an inequitable, improper or unjust application, interpretation or violation of a board policy, of this contract or unprofessional administrative conduct affecting the aggrieved employee or employees, the Board shall bear the entire cost. If, on the other hand, the arbitrator decides that there has been no inequitable, improper or unjust application, interpretation or violation of a policy, of this contract, or unprofessional administrative conduct affecting the aggrieved employee or employees, the employee or the Association, whichever is applicable, will bear the entire cost. If there is no clear-cut decision by the arbitrator, the said costs shall be borne equally by the Board and the Association or employee, whichever is applicable.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.
2. Any employee or his representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

E. Miscellaneous

1. If in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such grievance, in writing, to the Superintendent directly and the process of such grievance shall be commenced at Level Two.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedure set forth in Section C, Par. 6(d) of this Article.
3. All documents, communications and records dealing with the processing of a grievance shall be filed and kept in the personnel file of all the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be

prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. All meetings and hearings under this procedure shall not be conducted in public unless requested by either party and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV
TEACHERS' RIGHTS

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Whenever any tenure teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. Whenever any non-tenure teacher is required to appear before the Board of Education or any committee thereof on any matter, he shall be entitled to representation by the Association or a representative of his own choosing.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. In the event that a teacher is questioned regarding any grade, he shall meet with the building principal to discuss the matter. If, after this meeting, there is a disagreement regarding the validity of a grade change, the Superintendent shall meet with the teacher and principal. The Superintendent shall have the right, after consultation with the parties, to adjust a grade or make alternate suggestions for remedy to the matter. If the Superintendent determines that the grades shall be changed, he will give written reasons for such change to the teacher involved.
- E. The notice of and agenda for any meeting shall be given to the teachers involved at least one school day prior to the meetings, except in an emergency. Teachers shall have an opportunity to suggest items for the agenda.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, for copying, all information available to the public, a register of certificated personnel, together with information which may be necessary for the Association to process any grievance or complaint, with the permission of the teacher involved.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or grievance proceedings, he shall suffer no loss in pay.
- C. The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings, and may approve the use of the school building.
- D. The Association may use school facilities and equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.
- E. The Association may have, in each school building, the exclusive use of a bulletin board in each faculty lounge with the approval of the building principal.
- F. An advisory committee, organized by the Association, shall assist the Superintendent, Board or any committee or member thereof, in the planning of all orientation and in-service programs.
- G. The Association may have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary, with the prior approval of the Superintendent.
- H. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organization, for the length of this contract.

ARTICLE VI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached and made a part hereof.
- B. 1. Teachers employed on a ten month basis shall be paid in twenty equal semi-monthly installments on the 15th and 30th of the month.
2. Teachers may individually select to have ten percent of their monthly salary deducted from their pay and deposited in the South Bergen Teachers Federal Credit Union, 49 Jewell Street, Garfield, N.J. 07026. Participants in this program must notify the Board Secretary prior to September 15, 1973 and must remain in the program until June 30, 1974, or 74/75 as the case may be.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

SCHEDULE A

SALARY GUIDE FOR TEACHERS

1973 -- 1974

<u>STEP</u>	<u>NON-DEGREE</u>	<u>BACHELORS</u>	<u>BACHELORS + 30</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
1	\$ 7,285	\$ 8,835	\$ 9,235	\$ 9,435	\$10,385
2	7,635	9,135	9,535	9,835	10,735
3	7,985	9,435	9,835	10,235	11,085
4	8,335	9,735	10,135	10,635	11,485
5	8,685	10,035	10,435	11,035	11,885
6	9,035	10,335	10,735	11,435	12,235
7	9,385	10,685	11,085	11,835	12,685
8	9,735	11,035	11,435	12,235	13,085
9	10,085	11,385	11,785	12,635	13,485
10	10,650	11,735	12,135	13,035	13,885
11		12,085	12,485	13,435	14,285
12		12,485	12,835	13,835	14,685
13		12,785	13,185	14,235	15,085
14		13,135	13,585	14,635	15,485
15		13,700	14,200	15,150	16,100

Note: The Board of Education reserves its right to withhold any employment or adjustment increment for inefficiency or other good cause in accordance with R.S. 18A:29-14 and any applicable Board policy.

SCHEDULE B

SALARY GUIDE FOR DEPARTMENT CHAIRMEN

1973 -1974

LEVEL	TEACHERS	AMOUNT
I	1 - 5	\$425.00
II	6 - 10	650.00
III	11-15	875.00
IV	16 & over	900.00

SCHEDULE C

SALARY GUIDE FOR GUIDANCE PERSONNEL

1973-1974

All guidance salaries are \$600.00 above teachers' guide as set forth in Schedule A hereof.

ARTICLE VII

SICK LEAVE

- A. As of September 1, 1973, all teachers employed shall be entitled to ten sick leave days each school year as of the first official day of said school year.
- B. As of September 1, 1973, all teachers with twenty years or more of service in Elmwood Park will receive an additional two days of sick leave each school year as of the first official day of said school year.
- C. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- D. Full time teachers who have obtained tenure and who have exhausted their accumulated sick leave days shall be paid their regular per diem salary minus the established cost of a substitute teacher for up to five days for each year of service above the tenure year to a maximum of ninety days which is non-cumulative.
- E. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1973/74 school year, teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:
1. One day of leave of absence for the personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least two days before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. In the case of any emergency leave, a reason will be required upon his return.
 2. Up to two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Up to two days for one representative of the Association to attend conferences and conventions of county, state and national affiliated organizations, without pay.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend, except in those cases where the teacher is the plaintiff.
 5. Up to five days at any one time in the event of death of a teacher's spouse, child, parent, grandparent, brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household.
 6. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, not to exceed two weeks, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal governments.
 8. Other leaves of absences with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE IX

EXTENDED LEAVE OF ABSENCE

- A. A leave of absence, without pay, of up to two years shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure shall be granted a leave of absence, without pay, for up to two years to teach in an accredited college or university.
- C. Military leave, without pay, shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment and three months thereafter, or three months after recovery of any wound or sickness at time of discharge.
- D. Maternity leave - as per policy.
- E. Other leaves of absence, without pay, may be granted by the Board for good reasons.
- F.
 1. Upon return from leave granted pursuant to Section A, B or C of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to Section D or E of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

ARTICLE X

INSURANCE PROTECTION

- A. As of the beginning of the 1973/74 school year, the Board shall provide health-care insurance protection through the State Health Benefit Plans. The Board shall pay the full premium for each teacher and in cases where appropriate, for family-plan insurance coverage.
- B. The Board shall provide to each teacher a description of the health care insurance coverage provided under this article, no later than the beginning of the 1973/74 school year, which shall include a clear description of conditions and limits of coverage.
- C. This procedure will also be followed for the 1974/75 school year.

ARTICLE XI

SABBATICAL LEAVE

- A. To improve the quality of the professional staff, a sabbatical leave shall be granted upon recommendation of the Superintendent of Schools, subject to approval of the Board of Education, to any full time professional staff member who has ten years of experience in the Elmwood Park School System and meets all the requirements listed below.
- B. Leave shall be for the purpose of advanced study. Granting of leave shall not imply a change of position or promotion related to the sabbatical activity.
- C. Leave shall be granted for one year at half salary. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowship shall not affect this stipend. No person shall accept contractual employment while on sabbatical leave unless approved by the Board of Education. Any employee entering into contractual employment while on sabbatical leave, without Board approval, will be required to return or forfeit a day's pay for each day of violation. When he returns, he shall be placed on the proper step of the guide.
- D. Only two members of the professional staff are to leave in any one year.
- E. A person desiring sabbatical leave must place a written request with the Superintendent describing in detail the type of study, reason, plans and dates of the leave. Requests for sabbatical leave must be in the office of the Superintendent of Schools on or before January 15th of the year prior to the sabbatical. This deadline may be waived at the discretion of the Superintendent. The Board of Education shall act on sabbatical leave requests at a regularly scheduled Board of Education meeting. Notification of approval of sabbatical leave will be made on or before February 15th.
- F. The teacher shall indicate agreement to stay in the system for at least three years following the sabbatical leave. If circumstances prevent the fulfillment of three years of service, the person shall reimburse the district in direct proportion to the unfilled time, except in cases of death or permanent disability.
- G. The criterion for approval of applicants for sabbatical leave shall be the possibility for greatest benefit to the school system.
- H. A teacher may requalify for sabbatical leave seven years after receiving his first sabbatical leave.
- I. Payment of sabbatical leave stipend will follow normal pay procedures.

ARTICLE XII

TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one member for every fifteen teachers in the school building, but shall in no event have less than two members.
- B. Minutes of the meetings of the Liaison Committee shall be kept, and signed by the principal and the representatives of the teachers, and forwarded to individual members of the Board of Education through the office of the Superintendent.
- C. The Association's representatives shall meet with the Superintendent during the year to review and discuss current school problems and practices and the administration of this agreement. Meetings shall be established by mutual agreement but in no case shall there be less than three meetings in any one school year.

ARTICLE XIII

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers, dues for the Elmwood Park Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Elmwood Park Education Association by the fifteenth of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teachers' authorizations shall be in writing, in the form set forth below:

----- AUTHORIZATION -----
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer - Elmwood Park Board of Education

I hereby request and authorize the above disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated, in equal monthly payments, for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with the authorization, and relieve the governing board and all its officers from any liability therefor.

I designate the Elmwood Park Education Association to receive dues and distribute according to the organizations indicated:

Elmwood Park Education Association	()
Bergen County Education Association	()
New Jersey Education Association	()
National Education Association	()

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues' deduction may be received after August 1st under rules established by the State Department of Education.

4. The filing of notices of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teachers' salaries, money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty days' written notice to the Board and the appropriate association.

ARTICLE XIV

PROCEDURE FOR CLOSING THE YEAR

Provided that the Superintendent of Schools is satisfied that a teacher's work is complete, the teacher's school year shall end on the same day as the students'. The Superintendent, in his sole discretion, shall determine a system for teachers to follow in closing out the school year. Said system shall provide for individual teachers to be released upon their demonstration to the Superintendent or his designee of satisfactory completion of the close out system.

ARTICLE XV

LEAVING BUILDING DURING LUNCH HOURS

Teachers shall be permitted to leave the school building during their duty-free lunch periods provided that each teacher signs in and signs out, on forms prescribed by the Board, indicating the time of leaving and the time of returning to the building.

ARTICLE XVI

TEACHING HOURS AND TEACHING LOAD

Teachers will indicate their presence for duty by placing a check mark in the appropriate column, if on time, or by specifying the exact time, if late. Teachers shall merely place a check mark in the appropriate column when leaving school.

ARTICLE XVII

TEACHER ASSIGNMENT

- A. 1. All teachers shall be given written notice of their schedules, class and/or subject assignments and building assignments for the forthcoming year, not later than June 15th.
2. In the event that changes in such schedules, class and/or subject assignments, or building assignments, are proposed after June 15th, any teacher affected shall be notified promptly in writing.
- B. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XVIII

PROMOTIONS

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the 1st day of September, 1973 and shall continue in effect until June 30, 1974. Said Agreement shall be reinstated on the same terms and conditions, except as noted in Paragraph B below, commencing September 1, 1974, and shall continue in full force and effect until June 30, 1975.
- B. This Agreement shall be in full force and effect for the period from September 1, 1974 to June 30, 1975, except that the teachers' salary guide shall be re-negotiated provided notice is received as set forth in Article II hereof.
- C. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be hereunto affixed, all on the day and year first above written.

ELMWOOD PARK BOARD OF EDUCATION

ATTEST:

Peter Stenzi
Peter Stenzi, Acting Secretary

BY

Jack Burchill
Jack Burchill, President

ELMWOOD PARK EDUCATION ASSOCIATION

ATTEST:

Sylvia Press
Sylvia Press, Acting Secretary

BY

Florence Rudnik
Florence Rudnik, President