

TEANECK SCHOOLS

1987 - 1988

1988 - 1989

1989 - 1990

AGREEMENT

between

~~THE~~ TEANECK BOARD OF EDUCATION

and

~~THE~~ TEANECK TOWNSHIP EDUCATION ASSOCIATION

September 1, 1987 August 31, 1990

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Constitution and By-Laws of Teaneck Township
Education Association

PREAMBLE

AGREEMENT made this day of , 1987,
between TEANECK TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as
"Association"; and TEANECK BOARD OF EDUCATION, hereinafter referred to as
"Board".

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

ARTICLE I

RECOGNITION

A. 1. The Board recognizes the Association as the exclusive
representative for collective negotiations concerning the terms and
conditions of employment for all certificated personnel whether under
contract or on leave and not engaged as supervisory employees in the
following classifications; teachers, nurses, guidance counselors,
librarians, social workers, psychologists, learning-disability specialists,
speech correctionists, special education classroom teachers, teacher
consultants, and audio-visual aids directors.

2. The Board recognizes the Association as the exclusive
representative for collective negotiations concerning the terms and
conditions of employment for all non-certificated personnel regularly
employed by the Board as educational and noon-hour aides.

3. Unless otherwise indicated, the term "employee" when used
hereinafter in this Agreement, shall refer to all employees represented by
the Association.

B. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, discharge, discipline or effectively recommend the same.

C. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

A. 1. The Board agrees to furnish to the Association in response to reasonable requests made by the Association from time to time, available public information as the Board may be able to furnish to the Association, which the Association may require in connection with the processing of grievances and complaints.

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

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of pay.

C. Whenever the Association desires to use school buildings, it shall request permission for such use, the principal shall grant the permission, provided that the use by the Association does not conflict with any other scheduled activities and provided further that in connection with said use, no additional costs are incurred by the Board.

D. 1. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all other types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use.

2. The Association shall furnish all materials and supplies incidental to such use or shall pay for the cost of Board supplies used upon approval of such use.

3. In the event any equipment is damaged while being used by the Association, the Association shall be responsible for such damage, and shall pay the cost of same.

E. The Association will have the right to reasonable use of interschool mail boxes.

F. 1. Bulletin board space shall be provided in each building for the posting of the Association notices.

2. No approval shall be required for the posting of said notices.

G. The Association shall be given the right to address new employees at orientation.

H. Release time for the purpose of conducting the affairs of the Office of President of the Teaneck Township Education Association will be granted to the President of the Association through the release from all duty assignments while teaching a full instructional load.

I. 1. A maximum of fifteen (15) days, designated in advance by the Association, will be set aside each year for use by the Association for after school meeting time. No other employee activities will be scheduled on these days except in the case of emergency or by mutual consent.

2. Five (5) additional days may be designated as official meeting days which may start immediately after student dismissal provided one week's advance notice has been submitted to the Superintendent.

ARTICLE III

NEGOTIATIONS PROCEDURES

A. 1. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate.

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

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

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

B. Either side shall have the right to utilize the services of consultants in their deliberations.

C. The negotiations teams shall consist of no more than seven (7) members.

D. At the conclusion of each negotiation session, there shall be a mutual drafting of any tentative agreements reached with a copy signed and retained by both parties.

E. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

F. Whenever a tentative agreement is reached upon any provision to be incorporated into the Agreement, the parties shall endeavor to have said agreement reduced to writing, and incorporated as part of the final draft of the Agreement to be entered into between the parties and approved. Whenever a tentative agreement is reached upon the completed contract, a memorandum of agreement will be drafted.

G. It is understood and agreed between the parties that negotiations contemplate a complete agreement to be signed by the respective parties. In the event that either of the parties do not receive authorization to execute this complete Agreement, no part of it, although negotiated and agreed upon, shall be deemed to have a binding effect.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of Board policies, administrative decisions, or this agreement, which affects the terms and conditions of employment of an employee or group of employees.

2. The term "employee" shall refer to all individuals as set forth in Article I - Recognition.

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

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

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

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

7. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure teacher; in the matter of initial salary guide and initial salary step determinations and assignment of aides; in matters of selection for promotion as it pertains to seniority of aides; or in matters involving dismissal of probationary aides. Neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in R.S. 18A:6-10 et seq.

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

B. PROCEDURE - PERSONNEL

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

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

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced upon mutual agreement of all parties, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One - An employee shall first present the grievance in writing to the immediate supervisor or to the administrator whose actions have given rise to the grievance. In the event that an aggrieved employee has any question as to who is the immediate superior, the Superintendent of Schools shall be asked to make the determination. The immediate superior shall hold a hearing within five (5) calendar days from the date that the grievance was filed. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within seven (7) calendar days of the date of said hearing.

5. Level Two - If the grievance is not resolved to the employee's satisfaction within seven (7) calendar days, or if no decision is forthcoming in seven (7) calendar days, then within seven (7) calendar days from the determination date referred to in Paragraph 4 above, the employee shall submit his/her grievance to the Superintendent of Schools, in writing, specifying:

- a. The nature of the grievance.
- b. The results of the previous discussion.
- c. The basis of his/her dissatisfaction with the determination.

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

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

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

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

9. Where an appeal is taken to the Board, there shall be submitted by the employee the writing set forth in Paragraph 5, and a further statement in writing setting forth the employees's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the adverse party, and the Association

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

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

12. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission, under the Provisions of Chapter 123 Laws of 1974. Said request may be made only when the grievance alleges specific violations of this Agreement, including past practice, and concerns mandatorily negotiable terms and conditions of employment. All other grievances shall end at the Board level.

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

a. He/she shall have no authority to modify, add to, subtract from, or in any ways whatsoever alter the terms and provisions of this Agreement

b. He/she shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

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

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

15. In the event a grievance is filed by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

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

17. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

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

C. PROCEDURE - BOARD

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

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

3. The Board or its representative shall meet within ten (10) calendar days with the Executive Committee of the Association. In the event that the grievance is not resolved, the Board may request binding arbitration within twenty (20) calendar days thereafter pursuant to rules and regulations established by the Public Employment Relations Commission. The parties shall be bound by the rules and regulations of the Public Employment Relations Commission.

ARTICLE V

PROMOTIONS AND NEW POSITIONS

A. Promotional positions are defined as being those positions paying a salary differential; in the case of employees employed as Aides, employment in any position to be filled by members of the Association not employed as Aides; and/or positions on the Administrator-Supervisory levels of responsibility, and/or new positions defined as those with job concepts not presently existing in the Teaneck School System.

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

1. When school is in session, notices of vacancies and promotional and/or new positions shall be posted in each school as well in advance as is reasonably possible, setting forth the qualifications for the position, its duties, and its rate of compensation.

a. Employees who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limits specified in the notice, and the Superintendent shall acknowledge properly, in writing, receipt of such application.

b. Where the position requires specific certification, the teacher interested in applying for the position shall indicate his/her qualifications in his/her application.

2. During the summer months when school is not in session, employees who desire to apply for promotional and/or new positions which may be filled during the summer period when school is not regularly in session, shall submit their names to the Superintendent, and the address where the applicant can be reached during the summer.

a. Notices of vacancies and promotional and/or new positions shall be sent to each employee who has submitted their name to the Superintendent along with information provided for under Section B.2.

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

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

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

D. All applications received from qualified employees within the announced time limit shall be reviewed by the Superintendent or his/her designee, before the name of his/her nominee is submitted to the Board of Education for approval.

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

ARTICLE VI

EMPLOYEE ASSIGNMENTS

A. TEACHERS

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

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

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

B. AIDES

1. On or before June 15th of each school year, the Board shall notify each Aide employed on or before the preceding September 1st, in writing, that the Aide will be:

- a. Employed for the subsequent school year, OR,
- b. Not employed.

2. Such notification shall be done, subject to the following conditions:

a. That the Association and the Board have negotiated, approved, and ratified a contract for the subsequent school year not later than March 1st, or are in the midst of such negotiations on March 1st;

b. That such notification shall not restrict the Board's right to subsequently establish or abolish positions, assign or re-assign personnel, subject to the terms of this contract, and to so notify the affected Aides within a reasonable time after taking such action.

ARTICLE VII

EMPLOYEE OBSERVATION AND EVALUATION

A. GENERAL

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

2. All situations involving hearsay shall be thoroughly investigated by the administration. At the time the administration decides to investigate, the employee shall be notified in writing of the specific allegations made against him/her. The hearsay shall not appear in any evaluation nor shall it influence an evaluation unless the investigation substantiates the hearsay. The employee shall have the right of representation by the association for the duration of the investigation. If a written report results from the investigation, the employee shall have the right to reply in writing and to have this reply appended to the report.

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

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

5. No material derogatory to an employee's conduct, service, character, or personality, shall be placed in his/her personnel file unless the employee has had an opportunity to review the material, and in those cases where derogatory material comes from sources other than the administration, only after a thorough investigation. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed along with a notation, if appropriate, that a written reply is attached, with the express understanding that such signature in no way indicates agreement with the contents or assent to its inclusion in his/her personnel file. Teachers shall be evaluated in accordance with the educational laws and regulations of the State of New Jersey, as may be amended from time to time.

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

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

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

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

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

B. CLASSROOM OBSERVATION AND EVALUATION

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

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

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

If the teacher objects to, or disagrees with the statement of his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the evaluation and a notation will be made on the evaluation that such a reply is in fact appended.

4. When the principal is not the evaluator, no evaluation shall be submitted to him/her or any supervisor while such conference, as outlined in B.3. above, is pending. The teacher shall have the right to dissent with any or all parts of the evaluation and to have his/her written dissent appended to the report at the time of the submission to the principal or other supervisor.

C. YEARLY EVALUATION

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

2. Prior to the submission of yearly evaluations to the Superintendent of Schools, the administrator or supervisor writing the annual evaluation shall hold a conference with each teacher. Where both teacher and evaluator agree that there has been an oversight, or a mistake of fact in any evaluation, said evaluation shall be rewritten to reflect the facts before submission to the Superintendent. If the teacher objects to, or disagrees with, statements in his/her evaluation, he/she shall be allowed five (5) school days to append a written reply to the

evaluation and a notation will be made on the evaluation that such a reply is in fact appended. The evaluation shall not be forwarded without this reply. If the teacher does not reply within the allotted time, the evaluation shall be forwarded to the Superintendent on the sixth school day.

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

D. EVALUATION PROCEDURE - AIDES

1. Written evaluations shall be prepared by the Principal for each Aide not later than May 15th of each school year. Prior to preparing the written evaluation, the Principal shall, in applicable situations, confer with the teacher with whom the Aide is working regarding the work performance of the Aide. Each Aide shall receive a copy of his/her written evaluation.

2. An Aide may request and shall be granted a conference with his/her Principal to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

3. The Aide is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

4. An Aide may make a written response to his/her evaluation or any part thereof. Such response must be made ten (10) working days after he/she has received his/her copy of the evaluation. A copy of the response shall be attached to each copy of the evaluation.

5. Evaluations shall become part of the permanent personnel file of each Aide.

6. Evaluations shall be done for probationary Aides prior to the conclusion of their probation period. This is in addition to any other evaluation. This evaluation shall be part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

7. The evaluations shall be a part of the basis upon which a determination shall be made regarding the Aide's annual salary increment and/or adjustment.

ARTICLE VIII

EMPLOYEE FACILITIES

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

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

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

2. If funds are not available, suitable notations shall be made of the requests, and the Board, in connection with the preparation of the next budget, shall give due consideration to the inclusion in said budget of the funds deemed necessary to establish the requested facilities.

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

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

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

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

ARTICLE IX

SCHOOL CALENDAR AND WORK YEAR

A. The calendar adopted by the Board for the school year shall be shown as Schedule A. The teacher work year (working days) shall not exceed one hundred eighty-five (185) days, to be scheduled between September 1 and June 30, inclusive, except as stated in paragraph C below. The Board may schedule the teacher work year (working days) to be less than one hundred eighty-five (185) days and such scheduling shall not be considered precedential and the Board may revert to a schedule not to exceed one hundred eighty-five (185) days in succeeding years. During the school year, the Board may revise the schedule of teacher working days so long as the said revisions do not exceed one hundred eighty-five work days and provided that prior notice is given to the teaching staff.

B. The teacher work year shall commence no earlier than two (2) days prior to the first day of student attendance but in no event earlier than the day after Labor Day, except as stated in Section C below. The last day of the teacher work year shall be not later than two (2) days following the last day of student attendance except as stated in Section C below.

C. Up to three (3) additional teacher workdays per year may be scheduled for all teachers, or for a designated portion of the teaching staff, for staff and/or curriculum development activities.

1. Such workdays may be scheduled between September 1 and June 30, but shall be scheduled at the beginning or end of the school year. Alternative scheduling may be implemented only with the consent of the teachers involved

2. Teachers shall be paid for such workdays at their per diem rate.

3. In the event that such workdays are scheduled, the affected teachers shall be given notice at least 90 days prior to workdays scheduled for June, and at least 120 days prior to workdays scheduled for September.

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

E. The work year of Aides shall coincide with the teacher work year as outlined in Paragraphs A-C above.

ARTICLE X

SICK LEAVE

A. 1. Sick leave is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease.

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

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

C. No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the Superintendent, an abuse may be taking place in an individual situation. If, in the opinion of the Superintendent, an abuse exists, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

D. DISABILITY INSURANCE

1. During the term of this Agreement, the Board will pay up to a maximum of three hundred forty-two (\$342.00) dollars per annum per teacher or Aide whose regularly-scheduled workweek meets the minimum requirements of the agreed-upon disability plan for each such employee employed on the anniversary date of the insurance plan for a mutually agreed upon long-term disability insurance plan.

2. Any increases in the annual premium cost beyond the above-stated amount during the term of this Agreement shall be paid by the Board with the above-stated maximum payment per employee being adjusted accordingly.

E. TERMINAL LEAVE

1. Teachers

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

- a. 1987-88
 - (1) Thirty (\$30.00) dollars/day with ten (10) years of service.
 - (2) Forty (\$40.00) dollars/day with fifteen (15) years of service.
 - (3) Forty-five (\$45.00) dollars/day with twenty years of service.
- b. 1988-89
 - (1) Thirty-five (\$35.00) dollars/day with ten (10) years of service.
 - (2) Forty-five (\$45.00) dollars/day with fifteen (15) years of service.
 - (3) Fifty (\$50.00) dollars/day with twenty (20) years of service.
- c. 1989-90
 - (1) Forty (\$40.00) dollars/day with ten (10) years of service.
 - (2) Fifty (\$50.00) dollars/day with fifteen (15) years of service.
 - (3) Fifty-five (\$55.00) dollars/day with twenty (20) years of service.
- d. The total unused sick leave benefit shall not exceed the following levels per teacher:
 - (1) 1987-88: \$8,760.00
 - (2) 1988-89: \$9,592.00
 - (3) 1989-90: \$10,503.00

2. AIDES

In lieu of all other previously agreed upon unused sick leave or other terminal sick leave benefit, and based upon the following complete and continuous years of service (including Board-approved leaves of absence) in the Teaneck Schools, within sixty (60) days after separation, Aides will be entitled to payment for accumulated unused sick leave since the beginning date of current employment, but not earlier than September 1, 1954, in accordance with Article X, Paragraph B of this Agreement, as follows:

a. 1987-88

Salary	Years Service/Benefit Per Day		
	10 yrs.	15 yrs.	20 yrs.
0-1,999	2.90	4.10	5.40
2,000-5,999	7.20	8.20	9.40
6,000-over	11.50	12.30	13.40

b. 1988-89

Salary	Years Service/Benefit Per Day		
	10 yrs.	15 yrs.	20 yrs.
0-1,999	3.40	4.60	6.00
2,000-5,999	10.10	9.20	10.50
6,000-over	13.40	13.80	15.00

c. 1989-90

Salary	Years Service/Benefit Per Day		
	10 yrs.	15 yrs.	20 yrs.
0-1,999	3.80	5.10	6.60
2,000-5,999	9.60	10.20	11.50
6,000-over	15.40	15.30	16.40

F. To be eligible for the aforementioned benefit an employee must:

1. Have been actively employed as a full-time, fully certified teacher or in the case of Aides, employee, in the Teaneck Public School system for the number of years noted in Section E.

2. Have been separated from service with the District under honorable circumstances.

3. Have notified the Superintendent of Schools in writing of his/her intention to leave the District at least sixty (60) days prior to the date of separation.

G. In the event that an employee dies while employed by the Board, his/her estate shall receive terminal leave payments in accordance with the formula set forth in Paragraph E.

ARTICLE XI

LEAVES OTHER THAN SICK LEAVE

A. ANTICIPATED DISABILITY LEAVES

1. Preliminary Provisions

a. Any employee who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.

b. All employees anticipating a state of disability shall notify the Superintendent of Schools through their principals of the condition expected to result in disability as soon as the condition which may result in disability is medically confirmed.

2. Request for Leave Based on Claim of Anticipated Disability

a. Any employee who desires to continue or not to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his/her physician stating that said employee is physically capable or incapable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the teacher is capable or incapable of performing said duties.

b. In the event the physician of an employee who anticipates a state of disability shall be of the opinion that said employee is capable or incapable of performing his/her duties but the medical examiner of the Board of Education shall be of a contrary opinion, then the employee and the Board shall mutually agree upon the appointment

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

c. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of anticipated disability.

d. All policies, practices, rules and regulations applicable to employees who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq. and of this Agreement shall be applicable to all employees applying for leave under Section 2 of this Article. Such employees shall receive no lesser consideration than any other employees nor shall they receive any greater consideration.

e. The employee requesting a leave under the provisions of Section 2 of this Article shall specify in writing the anticipated date of which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.

f. The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his/her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption of duties by said employee, the provisions of Paragraph 2b shall be applicable as to the method of resolving such disagreement.

g. Whenever, in the opinion of the Board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the operation of the school, the requested dates may be changed by the Board.

h. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the operation of the school and provided further, that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7 and Article X of this Agreement.

i. The provisions of this Article shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

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

3. Request for Leaves Not Based on Onset of Claims of Disability

a. An employee who desires to commence a leave of absence without regard to the onset of any claim of disability as set forth in Section 2 of this Article, shall be permitted to do so in accordance with the provisions hereinafter set forth, but such leaves of absence shall be without pay.

b. Employees requesting a leave under the provisions of this Section 3, prior to the actual onset of a state of disability, shall specify, in writing, the anticipated date on which he/she wishes to commence said leave and the anticipated date on which he/she wishes to return to employment after the termination of the disability.

c. Should there be any questions as to the medical condition of any employee who desires to resume his/her duties by a specified date, then the provisions of Paragraphs b and f of Section 2 of this Article shall be applicable.

d. The provisions of Paragraph 2 (c), 2 (g), 2 (i), 2 (j) are hereby applicable to the provisions of Section 3 of this Article and are incorporated herein by reference as though set forth at length.

B. CHILD REARING LEAVE

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

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

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

4. Childrearing leave shall be granted for (a) the balance of the school year in which the birth or adoption placement of the child occurred; or (b) the balance of the school year in which the birth or adoption occurred and the entire following year. Requests for child rearing leave for the following school year shall be made before April 1. The return date for the leave shall be September 1 unless, in its sole discretion, the Board agrees otherwise.

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

6. Where an employee who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent, and in the case of teachers, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

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

C. DEATH IN THE IMMEDIATE FAMILY

1. Employees may be granted a leave of absence, without loss of pay, for death in the immediate family for a period not exceeding five (5) working days, beginning with the day after death, but in no case extending for more than eight (8) calendar days.

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

D. DEATH IN THE NON-IMMEDIATE FAMILY

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

E. DEATH - OTHER THAN RELATIVES

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

F. ILLNESS IN THE IMMEDIATE FAMILY

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

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

G. QUARANTINE

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

H. PERSONAL BUSINESS

1. Personal business is defined as leave used for any reason except recreation, rest or recuperation, any venture resulting in the remuneration for services rendered by an employee, or any other reason provided for elsewhere in this Agreement.

2. An employee shall have available each school year three (3) such personal business days without loss of pay and without prior approval.

3. Any personal business day to be taken immediately prior or subsequent to a holiday or vacation must first be approved by the Superintendent. In an emergency situation, the Superintendent may give consideration to requests made after the day has been taken.

4. Personal business days available under this Agreement but unused shall accumulate, for the following purposes only:

a. Immediately prior to separation from the Teaneck Schools, employees will be entitled to payment for accumulated unused personal days since the beginning date of this Agreement.

b. Payment shall be made in accordance with the terms of Article X, Paragraph E of this Agreement.

I. NON-ATTENDANCE AT LAWFULLY ASSIGNED DUTY

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

J. WITNESS IN COURT

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

K. SEPTEMBER AND JUNE REGULATIONS

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

L. WORKERS' COMPENSATION INJURY

1. Employees must inform the Business Office immediately of any absence due to an on-the-job injury for which a Workers' Compensation

report is, or will be, filed.

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

3. An injured employee may use a doctor of his/her choice in the event of injury, subject to the qualification that, if in the opinion of the insurance carrier a doctor appears to be dragging out or continuing a case beyond its normal limits, as determined by a separate doctor, the insurance carrier may decline in the future to accept the use of said doctor for any further case.

M. EDUCATION

1. A leave of absence without pay, up to a maximum of one (1) year, may be granted by the Board of Education to a teacher upon recommendation and approval of the Superintendent of Schools.

2. A teacher having been granted an educational leave will, for the duration of such leave, continue to receive coverage for medical, dental, prescription and disability insurance. Such teacher will also be entitled to apply for benefits under the Educational Credit Payment Plan in accordance with the provisions of that Article.

N. MISCELLANEOUS

Upon request, the Board shall grant up to one (1) year's leave of absence to a teacher for any reason. Said leave shall be without pay or benefits, and further subject to the following conditions:

1. A maximum of three (3) teachers shall be entitled to this leave per school year.

2. Teachers applying for leave under this section shall serve notice on the School Board no later than April 1st of the prior school year. Notice served after April 1st may be granted at the sole discretion of the Superintendent of Schools.

3. In the event that more than three (3) teachers apply for leave under this section during any school year, priority will be given to those notices which were first in time.

4. An adequate replacement can be found to replace the teacher requesting such leave.

ARTICLE XII

REPORTING ABSENCES AND REIMBURSEMENT REGULATIONS

A. REPORTING ABSENCE

1. When absence is necessary, all personnel must notify any one of the designated persons no later than 6:30 a.m. on the day of the absence.
2. If an unusual situation results in a call after that time, it should be promptly discussed with the Superintendent of Schools as soon as that individual's duties are resumed.
3. When reporting absences, individuals will report the reason for absences, the approximate duration thereof, noon-time assignments and parking space number, if any.
4. If illness necessitates leaving the building during the day, individuals will report this to the principal, who will, in turn, notify the Office of the Superintendent of Schools, in order that a proper replacement can be made.

B. REIMBURSEMENT REGULATIONS

1. In order to avoid salary deductions because of absence, all personnel will be required to fill out properly a Report of Absence which may be obtained from the Principal in the main office of the school.
2. Reports of Absence shall be submitted to the Board Secretary not later than two (2) weeks (ten (10) working days) after return from absence. Failure to do so will necessitate a deduction from salary. This deduction may be restored and added on to the next month's check with a submission of the Report of Absence within two (2) weeks after receipt of the check reflecting the deductions.

ARTICLE XIII

MEDICAL INSURANCE

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

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve (12) month period commencing October 1st and ending September 30th; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to the regulations of New Jersey Blue Cross, Blue Shield, or such other carriers as may be mutually agreed upon.

2. Provisions of the health-care insurance program shall be detailed in master policies and contracts and New Jersey Blue Cross, Blue Shield with Rider J and Major Medical Coverage with New Jersey Blue Cross or such other carriers as may be mutually agreed upon.

3. Notwithstanding any other provisions of this Agreement, the Board may, at its discretion, change the health-care insurance program to the New Jersey State Health Benefits Program.

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

C. During the 1985-86 school year, the Board will pay up to a maximum of \$147,000.00 per year for a mutually agreed-upon dental plan. Any increases in the annual premium cost beyond the above-stated amount during the term of this Agreement shall be paid by the Board with the above-stated maximum payment being adjusted accordingly. Regardless of the dental plan selected, the co-insurance level for major services shall be set at 80% and the yearly limitation per employee shall be \$1,500.00.

ARTICLE XIV

SALARY GUIDE, SALARY REGULATIONS AND OTHER COMPENSATION

A. During the years 1987-88, 1988-89, and 1989-90, the Board covenants and agrees to pay to the staff salaries in accordance with Salary Guides annexed hereto and made a part hereof as Schedule D1(a), (b), (c) and D2(a)

B. The regulations covering the payment of salary shall be set forth in Salary Regulations annexed hereto and made part hereof as Schedule D3.

C. Coaches

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

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

D. Extra Pay for Extra Work

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

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

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

E. Salary Increments - Aides

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

2. The Superintendent of Schools shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

3. Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding.

4. The withholding of an increment and/or adjustment shall be subject to the Grievance Procedure.

F. Secondary school teachers who are utilized to substitute for absent teachers during otherwise unassigned time shall be compensated at the rate of \$14.24 per period during the 1987-88 school year; \$15.59 during the 1988-89 school year; and \$17.07 during the 1989-90 school year.

ARTICLE XV

EDUCATIONAL CREDIT PAYMENT PLAN

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

1. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses. If a teacher finds that the approved courses' registration is closed, he/she may obtain approval by telephone from the Superintendent for an alternate course.

2. Upon completion of a course(s), a transcript must be submitted to the Office of the Superintendent of Schools indicating satisfactory completion of the course. Failure to achieve a passing grade shall negate the payment, and the teacher shall, within forty-five (45) days after notification of a failure to achieve a passing grade, promptly reimburse the Board for the payment made on the teacher's behalf. Teachers who have reimbursed the Board as aforementioned shall be paid upon satisfactory completion of previously incomplete or failed course(s) provided this is accomplished within one (1) year of the original incomplete or failure. In no event shall there be any duplication of payment for the same course(s).

3. A teacher who fails to complete a course for which reimbursement has been received will be ineligible for further tuition reimbursement for the next two years unless the teacher:

a. submits a medical certification of inability to complete the course; or

b. completes the course within the immediately succeeding two semesters.

4. Payment will be limited to no more than six (6) credits per semester during the school year and to no more than twelve (12) credits during the summer (summer courses shall be defined as per the listings in their respective college or university catalog, but attendance at such cannot interfere with the Teaneck School Calendar or teaching duties). Teachers who take six (6) or fewer credits during the school year will receive first preference for approval of courses to be taken during the summer. The Superintendent will establish a deadline by which those applicants shall submit requests for approval of courses prior to registering for those courses. In the event that any portion of the sums referred to in Section A.5. is not encumbered one (1) week prior to the close of school, teachers shall be notified that funds are available and the summer twelve (12) credit limit shall not apply. Applications for the remaining funds will be processed in order of receipt. In the case of teachers with less than full-time assignment, payment for credits will be made in the same ratio as the teacher's part-time assignment is to a full-time assignment.

5. The maximum payments to be made by the Board under the terms of this Article shall not exceed \$125,000.00 for each year of this Agreement. No course payment shall be approved for teachers who apply after the aforementioned total expenditure has been allocated.

6. The cost of courses not completed, or which will be completed after resignation from the school system, shall be borne

by the individual who shall reimburse the Board or have an equivalent payroll deduction.

7. Courses taken to obtain full State certification in the field for which the teacher is employed, shall not be eligible for payment under the provisions of this Article.

8. No course payment shall be made to any teacher with less than ten (10) months continuous service in the Teaneck School System.

ARTICLE XVI

DEDUCTIONS FROM SALARY

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

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations, and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make further individual deductions authorized by the members.

C. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board

in reliance upon salary deduction authorization cards submitted by the Association to the Board.

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

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

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

ARTICLE XVII

AGENCY SHOP

A. REPRESENTATION FEE

The Board agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article 1 who elect not to become members of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board of Education.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative. The fee shall be 85% of the regular unified membership dues, fees and assessments.

2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.

3. Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

C. PART-TIME EMPLOYEES

1. For the purpose of this Article, part-time employees are defined as those individuals who work less than one-half the schedule of full-time employees.

2. Part-time employees will pay a pro rata fair share fee as may be provided in the Constitution, By-laws or rules and regulations of the bargaining unit representative and/or its affiliated organizations.

D. CHALLENGE ASSESSMENT PROCEDURE

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article 1 can, in accordance with law, challenge any assessment.

E. DEDUCTION OF FEE

No fees shall be deducted for any employee sooner than:

1. The thirtieth (30th) day following the notice of the amount of the fair share fee or in the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in the negotiations unit.

2. In no event will any employee in the employ of the Board at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30th) day following the date said agreement becomes effective.

F. PAYMENT OF FEE

The Board shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. INDEMNIFICATION

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board

in reliance upon fair share and/or agency fee information furnished by the Association, or its representatives.

ARTICLE XVIII

CLASS SIZE

A. The Teaneck Board of Education and the Teaneck Teachers' Association express their mutual concern for establishing a pupil-teacher ratio in the Teaneck Public Schools consistent with sound educational principles.

B. Excluding the Emerson School, elementary class size will be determined based upon the average of the various classes at the individual grade levels as of October 1st (a decimal of .5 shall be rounded up). The Board of Education may deviate from the class size limits provided that when a teacher is assigned more than two (2) students above the grade level average, such teacher will be given preparation time whenever his/her class is being taught by a consultant in art, music and physical education.

ARTICLE XIX

HOURS AND TEACHING LOAD

A. GENERAL

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a checkmark in the appropriate column of the faculty sign-in and sign-out roster. They shall also indicate their departure from the building at the close of school in the same manner.

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

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

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

In accordance with present practices, elementary teachers shall have a duty-free lunch period of the same duration as the students. Elementary teachers shall have a duty-free lunch period of no less than forty-five (45) minutes in duration.

5. Membership on school and/or system-wide committees shall be voluntary and the time shall be determined by the committee members

unless otherwise specified in this contract. Time spent on these committees in excess of the thirty-five and one-half (35 1/2) hour work week will not be compensated.

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

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

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

B. ELEMENTARY TEACHERS

1. Elementary teachers shall report ten (10) minutes before the school starting time in the morning and five (5) minutes before school starting in the afternoon. They shall remain twenty (20) minutes after school closing with the exceptions hereinafter set forth.

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

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

4. Beginning in the 1988-89 school year, elementary teachers shall receive an average of forty (40) minutes of preparation time per day, for a minimum of two hundred (200) minutes per five (5) day week, to be scheduled during the student day.

5. The length of the elementary teachers' work day shall be seven (7) hours inclusive of lunch.

C. SECONDARY TEACHERS

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

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

3. Meetings referred to in Paragraph C.2 above shall not exceed one and three-quarters (3/4) hours in length. Three (3) days prior

notice shall be given to all affected teachers for all meetings referred to in Paragraph C.2; however, one week's prior notice shall be given to all affected teachers for any meeting extending beyond one (1) hour in length. In the case of an emergency, meetings not to exceed one hour in duration may be held without the prior notice requirements.

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

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

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

b. The librarians will each receive one (1) preparation period per day.

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

7. Secondary teachers will not be required to teach more than two (2) disciplines or more than three (3) preparations unless by mutual agreement between the teacher and the administration.

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

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

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

11. Teachers using their cars for official school business shall receive an allowance of twenty-two (22) cents a mile. The stipend for C.I.E., C.O.E. and D.E. Coordinators shall be \$1000 per year.

D. MIDDLE SCHOOL TEACHERS

Cluster teachers in the middle school shall receive one (1) common planning period per week in addition to 300 minutes of preparation time.

E. AIDES

1. The regular workday of full-time Aides shall be seven (7) hours with a daily lunch period equal to that of teachers in the building to which the Aide is assigned. Any Aide may be assigned by the employer up to an additional one (1) hour per day, which shall be compensated at the straight hourly time rate.

2. The work week of part-time Aides shall be that established by the Board for the part-time position.

3. Aides, when required, shall participate in faculty meetings or other meetings or assignments during the regular school hours. Part-time Aides, if required to remain beyond regular work hours, shall be paid at their regular hourly wage pro-rata.

4. Aides will receive overtime pay at one and one-half (1 1/2) times their normal hourly rate when required to work in excess of the eight (8) hour workday.

5. No overtime work may be performed or compensated for unless authorized and approved by the Administrator in charge.

6. Except in the case of an emergency, the assignment of extra work time shall be subject to two (2) days' notice.

ARTICLE XX

TRANSPORTATION OF STUDENTS

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or his/her immediate supervisor. He/she shall be compensated at the rate of twenty-two cents (.22) per mile for the use of his/her own automobile.

ARTICLE XXI

TEACHERS' RESPONSIBILITIES

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

1. The instruction, guidance, discipline and supervision of students assigned to their classes.

2. Evaluation of the progress of the students under their direction.

3. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their superiors.

4. Attendance at staff meetings called by their superiors.

5. Complying with all applicable rules, regulations and policies of the Board of Education.

6. Where called upon by their superior to plan, guide, direct, evaluate and supervise extracurricular activities within the sphere of their competence and within the work week. Volunteers shall first be sought. This section refers to those extra-curricular activities exclusive of those encompassed in Article XIV.

7. Recommending to the Guidance Department such pupils as in the opinion of the Teachers require assistance from the Guidance Department, Child Study Team or other supportive services.

ARTICLE XXII

BOARD RIGHTS

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

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

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

ARTICLE XXIII

PARENT-TEACHER CONFERENCES

AND BACK TO SCHOOL NIGHT

A. PARENT-TEACHER CONFERENCES

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

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

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

4. Teacher participation shall be voluntary.

5. The Teaneck Township Education Association shall circularize its membership urging participation.

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

7. Teachers participating in parent-teacher conferences shall be compensated at a rate of \$24.00 per hour for the 1987-88 school year; \$26.00 for the 1988-89 school year; and \$29.00 for the 1989-90 school year.

B. BACK TO SCHOOL NIGHT

In order to provide time to prepare for Back to School Night, the Board agrees to close schools at the end of a four (4) hour session on the day of Back to School Night. This provision shall not affect the regularly scheduled workday for Aides.

ARTICLE XXIV

ASSOCIATION RESPONSIBILITIES

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

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

ARTICLE XXV

EMPLOYEES' RIGHTS AND PRIVILEGES - AIDES

An Aide shall be entitled to two (2) working days' written notice of any meeting with the Superintendent of Schools, the Board of Education, or a member of the Board of Education, which could affect the Aide's employment.

ARTICLE XXVI

REDUCTION IN FORCE AND RECALL - AIDES

A. The abolishment of any Aide position(s) will be done by appropriate action of the Board of Education and the Association will be notified of such action within thirty (30) days.

B. A reduction in the number of Aide employees will be in reverse order of employment based on employment date; i.e., the last person employed will be the first to be laid off.

C. The date of employment shall be the contract date that the employee began his/her current employment as an Aide. Two separate seniority lists shall be maintained, one for Special Education Aides and one for Library/Primary Aides.

D. The Board of Education shall have the sole prerogative of assigning and reassigning Aide employees in order to facilitate a reduction in staff.

E. Vacant positions shall first be offered to regularly employed persons before being offered to persons on a seniority list.

F. If, within three (3) years from the date of layoff, there occurs a vacancy in an Aide position, either as a result of resignations or an authorized increase in the number of Aide positions, said position(s) shall be offered to persons who have been laid off according to the following conditions:

1. Each seniority list shall be divided into two (2) categories; one list for full-time employees and one list for part-time employees. Said lists shall be periodically updated.

2. Probationary employees who are laid off shall not be eligible for a seniority list.

3. An employee must receive a satisfactory evaluation at the time of layoff in order to be placed on a seniority list.

4. A job offering will be made to the employee on the appropriate list with the greatest seniority; effective in 1986-87 school year, in the event that a vacancy exists in a category for which there is no recall list, an employee on the recall list in the other category shall have preference for reemployment.

5. In the event of refusal to accept the job offer, or if more than one position is to be filled, offering will continue to be made on the basis of greatest to least seniority until the position(s) is filled or the list is exhausted.

6. If an employee refuses to accept a position offered he/she will be deleted from the seniority list. He/she may request reinstatement to the list subject to the approval of the Board.

7. In the event more than one position is open at the time of offering, the employee with greatest seniority will have the choice of positions.

ARTICLE XXVII

PROBATION - AIDES

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended at the sole discretion of the Board for a period not to exceed an additional ninety (90) days.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XXIX

PRINTING OF AGREEMENT

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

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall become effective September 1, 1987, and shall remain in full force and effect through August 31, 1990.

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

TEANECK TOWNSHIP

EDUCATION ASSOCIATION

by Carlton Kelly

Witness:

Bonnie Jean W. Johnson
Date 8-11-88

TEANECK BOARD OF EDUCATION

by Jacqueline B. Kates

Witness:

Bonnie Jean W. Johnson
Date 8-11-88

SCHEDULE B

COACHES

<u>POSITION TITLE</u>	<u>SALARY GUIDE</u> 6th Year Maximum <u>PERCENTAGE FACTOR</u>	(47,339)	(51,334)	(55,596)
		87-88 <u>SALARY</u>	88-89 <u>SALARY</u>	89-90 <u>SALARY</u>
Director of Athletics - Boys	11 %	5207.	5647.	6116.
Director of Athletics - Girls	9 %	4261.	4620.	5004.
Athletic Treasurer	7.5%	3550.	3850.	4170.
Athletic Equipment Officer	6.5%	3077.	3337.	3614.
Head Coach Football	9 %	4261.	4620.	5004.
Head Coach Baseball	7 %	3314.	3593.	3892.
Head Coach Basketball	7 %	3314.	3593.	3892.
Head Coach Soccer	7 %	3314.	3593.	3892.
Head Coach Softball	7 %	3314.	3593.	3892.
Head Coach Track	7 %	3314.	3593.	3892.
Head Coach Volleyball	7 %	3314.	3593.	3892.
Head Coach Wrestling	7 %	3314.	3593.	3892.
Head Coach Swimming	7 %	3314.	3593.	3892.
Head Coach Fencing	6 %	2840.	3080.	3336.
Head Coach Gymnastics	6 %	2840.	3080.	3336.
Head Coach Indoor Track	6 %	2840.	3080.	3336.
Head Coach Tennis	5 %	2367.	2567.	2780.
Head Coach Cross Country	5 %	2367.	2567.	2780.
Head Coach Bowling	4 %	1894.	2053.	2224.
Head Coach Golf	4 %	1894.	2053.	2224.
Assistant Coach Football	6 %	2840.	3080.	3336.
Assistant Coach Baseball	5 %	2367.	2567.	2780.
Assistant Coach Basketball	5 %	2367.	2567.	2780.
Assistant Coach Soccer	5 %	2367.	2567.	2780.
Assistant Coach Softball	5 %	2367.	2567.	2780.
Assistant Coach Volleyball	5 %	2367.	2567.	2780.
Assistant Coach Track	5 %	2367.	2567.	2780.
Assistant Coach Wrestling	5 %	2367.	2567.	2780.
Assistant Coach Gymnastics	4 %	1894.	2053.	2224.
Assistant Coach Indoor Track	4 %	1894.	2053.	2224.
Assistant Coach Cross Country	4 %	1894.	2053.	2224.
Assistant Coach Tennis	3.5%	1657.	1797.	1946.

SCHEDULE C

EXTRA PAY FOR EXTRA WORK

A. GENERAL

1. Summer work for ten-month personnel actively engaged in classroom teaching or devoting substantially all of their time to working directly with students shall be paid at the rate of \$20.95 per hour in 1988, \$22.94 per hour in 1989, and \$25.12 per hour in 1990. Ten month personnel engaged in other activities shall be paid at the rate of \$19.71 in 1988, \$21.58 in 1989, and \$23.63 in 1990 per hour.

2. Summer work for guidance counselors, secondary librarians, distributive and cooperative educational teachers and audio-visual persons will be compensated at the rate of \$3,202 in 1988, \$3,506 in 1989 and \$3,839 in 1990 per 20-day working month.

3. The team teaching stipend shall be \$547.50 for the 1987-88 school year, \$600 for the 1988-89 school year, and \$657 for the 1989-90 school year.

4. Teachers who participate in overnight trips sponsored by the Board shall receive a STIPEND OF \$200 per trip. Such stipend shall be paid only if the teacher remains with the participants for the entire duration of the trip.

B. ACTIVITIES

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

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

SCHEDULE C

ACTIVITIES

<u>ELEMENTARY SCHOOLS</u>	<u>87-88</u>	<u>88-89</u>	<u>89-90</u>
Band	584.	639.	700.
Orchestra	584.	639.	700.
Library Council or Club	246.	269.	295.
Safety Patrol	184.	201.	220.
After School Activities (per session)	17.	18.	20.
 <u>MIDDLE SCHOOLS</u>			
Assembly (2)	1259.	1379.	1510.
Book & Supply Room	803.	879.	963.
Cheerleading	1169.	1280.	1402.
Drama	492.	539.	590.
Future Homemakers	452.	495.	542.
Jazz Band	584.	639.	700.
Library Council	246.	269.	295.
Newspapers (2)	943.	1033.	1131.
Phys. Ed. Intramurals - Girls (2)	1477.	1617.	1771.
Phys. Ed. Intramurals - Boys (2)	1477.	1617.	1771.
Publicity	208.	228.	250.
Student Council (2)	1358.	1487.	1628.
Student Service	803.	879.	963.
Treasurer	803.	879.	963.
Visual Arts	803.	879.	963.
Yearbook	618.	677.	741.
 <u>HIGH SCHOOL</u>			
Academic Decathlon	1816.	1989.	2178.
Annual Drama:			
Director	1971.	2158.	2363.
Scenery	987.	1081.	1184.
Annual Musical:			
Business Manager	618.	677.	741.
Choreographer	987.	1081.	1184.
Costumes	739.	809.	886.
Director & Producer	1971.	2158.	2363.
Instrumental Director	987.	1081.	1184.
Vocal Director	987.	1081.	1184.
Scenery	987.	1081.	1184.
Technical Director	987.	1081.	1184.
Assembly Chairperson	618.	677.	741.
Audio Visual	566.	620.	679.
Bookroom & Processing			
English	943.	1033.	1131.
Foreign Language	417.	457.	500.
Math	208.	228.	250.
Science	943.	1033.	1131.
Social Studies	943.	1033.	1131.

SCHEDULE C

ACTIVITIES

	<u>87-88</u>	<u>88-89</u>	<u>89-90</u>
Cheerleading (2)	2926.	3204.	3508.
Computer Club	417.	457.	500.
Debating Coach	1816.	1989.	2178.
Future Homemakers	452	495.	542.
Hiking Club	354.	388.	425.
Intramural Sports Coordinator	833.	912.	999.
Activity Sponsors (8)	5075.	5557.	6085.
Jazz Band	584.	639.	700.
Junior Class Sponsor (2)	1458.	1597.	1749.
Library Council	246.	269.	295.
Literary Magazine (2)	1500.	1643.	1799.
Majorettes	739.	809.	886.
Marching Band	1726.	1890.	2070.
Math Team Advisor	262.	287.	314.
Math Team Assistant	157.	172.	188.
Modern Dance Club Advisor	833.	912.	999.
Modern Dance Club Assistant	683.	748.	819.
National Forensic League	1224.	1340.	1467.
National Honor Society	626.	685.	750.
Newspaper Sponsor	1232.	1349.	1477.
Playcrafters Sponsor	417.	457.	500.
Principal's Cabinet (7)	2363.	2587.	2833.
Senior Class Sponsors (2)	1623.	1777.	1946.
Stage Crew	626.	685.	750.
Student Council Sponsors (2)	1670.	1829.	2003.
Supply Room	803.	879.	963.
Teaneck Speakers	908.	994.	1088.
Treasurer	1252.	1371.	1501.
World Affairs Club	247.	270.	296.
Yearbook Advisor	2000.	2190.	2398.
Yearbook Business & Advertising	492.	539.	590.
Varsity Club Sponsor	246.	269.	295.

SPECIAL SERVICES

Annual Special Education Show	726.	795.	871.
Art Club	545.	597.	654.
Chorus	456.	499.	546.
Dance Club	456.	499.	546.
Junior Olympics Sponsor	274.	300.	329.
Music Club	545.	597.	654.
Photography Club	545.	597.	654.
Science Club	545.	597.	654.
Swim Program	545.	597.	654.

SCHEDULE D1 (a)
TEACHERS SALARY GUIDE
1987 - 1988

	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+32</u>	<u>Doctorate</u>
1.	\$23,000	\$24,103	\$25,792	\$27,256
2.	23,877	24,778	26,510	27,932
3.	24,554	25,680	27,594	29,171
4.	25,454	26,693	28,721	30,410
5.	26,243	27,707	29,847	31,536
6.	27,068	28,722	30,748	32,662
7.	28,379	30,147	31,872	34,082
8.	29,690	31,605	33,408	35,867
9.	31,771	33,091	35,096	37,634
10.	34,630	34,894	36,816	39,436
11.		36,490	38,634	41,438
12.		38,725	40,808	43,616
13.		42,210	43,430	46,410
14.			47,339	50,587

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

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

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

SCHEDULE D1 (b)
TEACHERS SALARY GUIDE
1988 - 1989

	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+32</u>	<u>Doctorate</u>
1.	\$23,879.	\$25,164.	\$26,875.	\$28,317.
2.	24,815.	25,955.	27,651.	29,222.
3.	25,597.	26,691.	28,683.	30,324.
4.	26,456.	27,746.	29,855.	31,613.
5.	27,323.	28,801.	31,027.	32,785.
6.	28,200.	29,857.	31,965.	33,956.
7.	29,500.	31,340.	33,134.	35,434.
8.	30,864.	32,857.	34,732.	37,291.
9.	33,029.	34,403.	36,489.	39,129.
10.	37,545.	37,797.	38,278.	41,004.
11.		38,872.	40,170.	43,087.
12.		40,265.	42,432.	45,354.
13.		45,770.	45,932.	48,261.
14.			51,334.	54,858.

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

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

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

SCHEDULE D1 (c)
TEACHERS SALARY GUIDE
1989 - 1990

	<u>B.A.</u>	<u>M.A.</u>	<u>M.A.+32</u>	<u>Doctorate</u>
1.	\$24,919.	\$26,259.	\$28,045.	\$29,550.
2.	25,895.	27,085.	28,855.	30,494.
3.	26,711.	27,853.	29,932.	31,644.
4.	27,608.	28,954.	31,155.	32,989.
5.	28,512.	30,055.	32,378.	34,212.
6.	29,428.	31,157.	33,357.	35,434.
7.	30,784.	32,704.	34,577.	36,977.
8.	32,208.	34,287.	36,244.	38,915.
9.	34,467.	35,901.	38,078.	40,833.
10.	40,662.	40,962.	41,156.	42,789.
11.		41,471.	41,919.	44,963.
12.		42,018.	44,279.	47,329.
13.		49,570.	49,677.	50,362.
14.			55,596.	59,412.

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

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

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

Schedule D2(a)

TEANECK PUBLIC SCHOOLS

AIDES SALARY GUIDE

SEPTEMBER 1, 1987 - AUGUST 31, 1988

NOON HOUR AIDES - AX 1 (at 1 1/2 hours daily)	Step 1	2,900
	Step 2	2,984
	Step 3	3,114
PRIMARY, SPECIAL EDUCATION - AX 2 LIBRARY AIDES (full time)	Step 1	11,633
	Step 2	12,056
	Step 3	12,521

SEPTEMBER 1, 1988 - AUGUST 31, 1989

NOON HOUR AIDES - AX 1 (at 1 1/2 hours daily)	Step 1	3,176
	Step 2	3,267
	Step 3	3,410
PRIMARY, SPECIAL EDUCATION - AX 2 LIBRARY AIDES (full time)	Step 1	12,738
	Step 2	13,201
	Step 3	13,710

SEPTEMBER 1, 1989 - AUGUST 31, 1990

NOON HOUR AIDES - AX 1 (at 1 1/2 hours daily)	Step 1	3,478
	Step 2	3,577
	Step 3	3,734
PRIMARY, SPECIAL EDUCATION - AX 2 LIBRARY AIDES (full time)	Step 1	13,948
	Step 2	14,455
	Step 3	15,012

SCHEDULE D3

SALARY REGULATIONS

A. GENERAL

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

b. Newly employed teachers will be granted credit for military or alternative civilian service required by the Selective Service System, and for service in the Peace Corps, VISTA, National Teachers Corps or Crossroads Africa, up to a maximum of five (5) years. Credit may also be given for school related business experience and for time on Fulbright scholarship or other equivalent programs as determined by the Superintendent of Schools.

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

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

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

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

4. All teachers will be placed on the appropriate step of the guide as noted in regulation number 1 above.

5. A Masters Degree in a field covered by State Certification, and from an accredited institution, shall be required for:
- a. Movement to the fifth-year training level for teachers hired for the school year 1968-69 and subsequent years.
 - b. Movement to the sixth-year training level for teachers hired for all or part of the school year 1967-68 and previous years, except for those on the fifth-year level prior to September 1, 1964 who reach the sixth-year level on or before September 1, 1974.
6. Courses required for certification in the field for which the individual is employed, may not be applied for movement from one level to another except as part of an advanced degree program.
7. The In-Service Committee shall make recommendations to the Superintendent on courses submitted for movement to a different training level.
8. Requirements for moving to a different training level must be completed by August 31st.
9. A maximum of eight (8) in-service course credits may be used for movement to the sixth-year training level.
10. At least one in-service course will be recommended for offering each semester by the in-service committee. The cost of offering these courses will be borne by the Board of Education.

B. DIFFERENTIALS

1. Personnel in the following categories shall be placed on the Teachers Salary Guide with the salary differential as hereinafter set forth. The differential will become part of the individual's contractual salary only so long as the individual holds the position. The differential is paid for the additional responsibilities inherent in the

daily routine of the position, and does not constitute an "extra pay for extra work" situation.

<u>Position</u>	<u>Differential</u>		
	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Assistant Subject Supervisors			
English	931	1,019	1,116
Director of Student Activities	931	1,019	1,116

<u>Position</u>			
Elementary Gifted & Talented Coordinator	1,642	1,799	1,969

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

Positions: Elementary Consultants in the areas of art, music and physical education; High School distributive education; General Specialists in reading and testing; special education communications workshops, special education classes, learning-disability specialists, speech therapists, psychologists, High School Co-operative Education and social workers. NOTE: Any teacher employed for home or supplemental instruction will be paid at the hourly rate as approved by the Board for this work. This salary does not constitute additional contractual salary, but is "extra pay for extra work."

C. Nurses

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

2. All school nurses not possessing a bachelors degree, approved equivalent and N.J. School Nurse Permanent Certification, are to be placed on the proper step of the 4th-year level of the Teaneck Teachers' Salary Guide in effect for the school year 1973-74. The salary to be paid a nurse in this category and as indicated at the proper step on the 4th-year level, is to be reduced by a differential of \$650.00 until such time that the nurse obtains a bachelors degree or approved equivalent.

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

SIDE LETTER AGREEMENT

BETWEEN: TEANECK BOARD OF EDUCATION

and

TEANECK TOWNSHIP EDUCATION ASSOCIATION

DATE;

WHEREAS, the Teaneck Board of Education and the Teaneck Township Education Association have entered into negotiations for a successor agreement to the Collective Bargaining Agreement between the parties setting forth the terms and conditions of employment of members of the bargaining unit for the period September 1, 1985 through August 31, 1987; and

WHEREAS, a dispute has arisen between the parties concerning the eligibility for inclusion in the bargaining unit of Auxiliary Teachers, which is currently the subject of a pending arbitration proceeding; and

WHEREAS, the parties wish to conclude the said negotiations and enter into the said Collective Bargaining Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed and understood between the Teaneck Board of Education and the Teaneck Township Education Association as follows:

The parties have agreed not to negotiate regarding Auxiliary Teachers subject to the resolution of the pending arbitration case. This agreement not to negotiate is without prejudice to either party in the said pending arbitration.

TEANECK TOWNSHIP
EDUCATION ASSOCIATION

TEANECK BOARD OF EDUCATION

by: Arthur Kelly

by: Jacqueline B. Katal

Witness: Bonnie Jean Johnson

Witness: Bonnie Jean Johnson

Date: 8-11-88

Date: 8-11-88



NON-CONTRACT SECTION
CONSTITUTION AND BY LAWS OF
TEANECK TOWNSHIP EDUCATION ASSOCIATION

CONSTITUTION

ARTICLE I - NAME

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

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

ARTICLE II - PURPOSES

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

Section 2 - To secure and maintain for teachers and support personnel their true positions among the professions.

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

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

ARTICLE III - MEMBERSHIP

Section 1 - Membership in this Association shall be open to all regularly employed personnel of the Teaneck Public School District, and shall include all teachers/tutors, special instructors, secretaries, clerical and data processing personnel, and aides.

Section 2 - Once membership is established, membership shall be continuous until the member leaves the Teaneck Public School System, resigns from the Association, or fails to pay membership dues by January 1 of the current school year.

ARTICLE IV - DUES

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

ARTICLE V - OFFICERS

Section 1 - The officers of this Association shall be a President, two Vice-Presidents, a Secretary and a Treasurer.

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

ARTICLE VI - OFFICIAL BOARD

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

ARTICLE VII - EXECUTIVE COMMITTEE

Section 1 - The Executive Committee shall consist of the officers of the Association, the immediate Past-President, and a representative or representatives or their alternates for the teachers in equal numbers from each building on the basis of one for every forty members or major fraction thereof, in that building. There shall be one representative and alternate from the nurses, from the elementary consultants, and from the Department of Special Services. There shall be three representatives and three alternates from the secretaries: one elementary, one secondary, and one Central Office. The aides shall have three representatives and three alternates.

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

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

ARTICLE VIII - AMENDMENTS

Section 1 - Any member of the Association may submit in writing a proposed Constitutional amendment to the General Membership for a vote within a period of forty-five (45) days excluding summer vacation.

Section 2 - Amendments to the Constitution may be made by a two-thirds majority of those members of the Association voting in a regular or

special election called for this purpose, provided that each amendment has been previously introduced and discussed at a meeting of the Association and that copies have been distributed to each member of the Association at least two (2) calendar weeks in advance of the election.

BY - LAWS

ARTICLE I - MEETINGS

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

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

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

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

ARTICLE II - QUORUM

Section 1 - The quorum necessary for the transaction of business at General Membership meetings shall be 10% of the current membership of the Association.

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

ARTICLE III - POWERS AND DUTIES OF OFFICERS

Section 1 - President - The President shall provide over meetings of the Official Board and the Executive Committee; appoint the chairmen and members of all standing committees not otherwise provided for in the

Constitution and By-Laws; by ex-officio a member of all standing committees; and shall be the Executive Officer of the Association. The President shall represent the Association before the public either personally or through a designated representative or representatives, and shall perform all other functions usually attributed to this office. The President shall be responsible for the maintenance of complete records relating to all Associations and matters of interest.

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

Section 3 - Secretary - The Secretary shall record the minutes of all meetings of the Association; shall keep a record of attendance at all Executive Committee meetings; shall provide the Representative(s) of each building with copies of the minutes of all General and Executive Committee meetings; shall prepare and mail all duly authorized outgoing correspondence of the Association; shall assemble and read incoming correspondence at all meetings; shall notify all members at least one week in advance of all general and special meetings of the Association; shall notify all members of the Executive Committee at least one (1) week in advance of all general and special meetings of the Committee; shall in the event of emergency meetings of either group give to its members notice of such meetings as far in advance as possible; and shall perform other secretarial and clerical duties necessary to the operation of the Association as directed by the Executive Committee and/or the President.

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

and shall perform other necessary financial duties as directed by the Executive Committee and/or the President.

ARTICLE IV - TERMS AND SUCCESSION

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

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

ARTICLE V - THE POWERS AND DUTIES OF THE OFFICIAL BOARD

The Official Board shall formulate the agenda for the Executive Committee meetings, and shall facilitate the execution of the policies set forth by the Executive Committee.

ARTICLE VI - THE POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

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

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

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

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

ARTICLE VII - REPRESENTATIVES

Section 1 - In each of the Teaneck Public Schools buildings the members of the Association shall elect to the Executive Committee for a term of one (1) year, one Faculty Representative for each forty (40) teachers or major fraction thereof. There also shall be elected one representative and an alternate from among the nurses, one from the elementary consultants, and one from the Department of Special Services. There shall be elected three representatives and three alternates from the secretaries: one from elementary, one from secondary, and one from Central Office. There shall be elected three representatives and three alternates from the aides.

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

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

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

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

ARTICLE VIII - ELECTIONS

Section 1 - The president, subject to approval by the Executive Committee shall select an Elections Committee of at least seven (7) members, one from Elementary, Middle School, Senior High, non-classroom personnel, and Special Services, Secretaries, and Aides by January 15th of each year. The committee shall, if possible, recommend at least two (2) nominees, with their consent, to run for each office.

Section 2 - Names of the nominees for each office shall be posted in every building at least one week prior to the May General Membership meeting of the election year. At this meeting additional nominations for each office may be made from the floor. The Elections Committee shall introduce each candidate and shall circulate a brief resume to the General Membership.

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

ARTICLE IX - VOTING

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

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

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

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

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

Section 6 - A majority vote shall suffice except in the case of constitutional amendment which requires two-thirds (2/3) votes. In the case of a tie vote or lack of majority vote for an office, a run-off election between the two candidates receiving the largest number of votes

shall be held under the same provisions set forth in Article IX, Section 1, 2, 3, and 4 of these By-Laws.

ARTICLE X - NEGOTIATIONS

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

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

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

ARTICLE XI - ORDER OF PROCEDURE

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

Section 2 - Each year a Parliamentarian shall be appointed by the President subject to the approval of the Executive Committee, and shall be provided with a copy of Robert's Rules of Order, Newly Revised. The Parliamentarian's decision on any question of procedure shall be binding. The Parliamentarian shall be present at all General Membership meetings.

ARTICLE XII - AMENDMENTS

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

ARTICLE XIII - DISTRIBUTION OF THE CONSTITUTION

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