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GLEN RIDGE BOARD OF EDUCATION

and

GLEN RIDGE EDUCATION ASSOCIATION

1969

GLEN RIDGE, NEW JERSEY, AGREEMENT

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GLEN RIDGE, NEW JERSEY,

AGREEMENT

1. THIS AGREEMENT made this twentieth day of January, 1969,
2. between the GLEN RIDGE BOARD OF EDUCATION (hereinafter referred to
3. as the BOARD) with its principal office in the Borough of Glen Ridge,
4. County of Essex and State of New Jersey, and the GLEN RIDGE EDUCATION
5. ASSOCIATION (hereinafter referred to as the ASSOCIATION) of the
6. Borough of Glen Ridge, County of Essex and State of New Jersey.

7. WHEREAS, the BOARD and the ASSOCIATION recognize that the
8. major objective of the School District is to provide high quality
9. education for the students of the Borough of Glen Ridge, and that
10. high morale of the School District's teaching staff is a major factor
11. toward that end; and

12. WHEREAS, the BOARD and the teaching staff share responsibility
13. for providing quality education for the students of the School District,
14. and the BOARD and the ASSOCIATION recognize that the teaching staff,
15. because it possesses specialized educational qualifications and because
16. it has direct contact with the students, is particularly qualified to
17. assist in carrying out the policies and programs designed to provide
18. quality education; and

19. WHEREAS, the members of the BOARD are elected by the qualified
20. voters of the School District as the governing body of the School
21. District and, as such, are custodians of the public trust, are charged
22. with fiscal responsibility, and charged with the responsibility of
23. formulating policies and programs designed to provide quality education
24. to the School District within the means provided by the District; and

25. WHEREAS, the BOARD is desirous of obtaining the advice and
26. recommendations of the teaching staff in the formulation of policies
27. and programs; and

28. WHEREAS, the BOARD and the ASSOCIATION recognize that the
29. attainment of quality educational programs requires mutual understanding
30. and cooperation between the BOARD and the teaching staff and, to this
31. end, good faith negotiations between the Board and the Association with
32. a free and open exchange of views are essential;

33. NOW, THEREFORE, in consideration for the following mutual
34. covenants and other good and valuable consideration, the BOARD and
35. ASSOCIATION agree:

1. ARTICLE I. RECOGNITION

2. 1.1. The Board recognizes the Association as the representative
3. for collective negotiations concerning the term and conditions of
4. employment for all members of the professional staff of the school district
5. of the Borough of Glen Ridge except the following:

- 6. A. Superintendent
- 7. B. Assistant Superintendent
- 8. C. Directors
- 9. D. Principals
- 10. E. Assistant Principals
- 11. F. Any personnel having the power to hire, discharge,
12. discipline, or the effectively recommend the same.
13. It is understood that coordinators shall be members
14. of the Association until September 1, 1969, because
15. of special circumstances and their membership shall
16. not be deemed to be a precedent for future contracts.

17. 1.2. The Board hereby reaffirms recognition of the Association
18. and agrees that the Association shall continue as such exclusive
19. representative until December 1st, 1969, and for such additional periods
20. of time as its recognition may be extended under procedures approved by
21. the Board and the Association.

22. 1.3. All rights and privileges granted to the Association under
23. the terms and provisions of this Agreement are for the exclusive use of
24. the Association.

1. ARTICLE II. DEFINITIONS

2. 2.1. The term "teacher" refers to all regularly assigned
3. personnel represented exclusively by the Association in the negotiating
4. unit as defined in ARTICLE I. RECOGNITION.

5. 2.2. The term "Board" as used in this agreement shall mean the
6. Board of Education of the Borough of Glen Ridge, Essex County, State of
7. New Jersey.

8. 2.3. The term "Association" as used in this agreement shall
9. mean the Glen Ridge Education Association.

10. 2.4. The term "Welfare Committee" shall mean the sub-committee
11. of the Glen Ridge Education Association that has been charged to
12. explore and prepare action programs as necessary in all areas of
13. teacher welfare, creating sub-committees with particular responsibilities
14. for salaries, leaves, fringe benefits, insurance, credit and investment
15. facilities, and general working conditions. The teacher welfare
16. committee shall explore and prepare action programs for securing
17. satisfactory personnel policies and procedures for the redress of
18. grievances and shall advise the Executive Council of censure, suspension
19. or expulsion of members.

20. 2.5. The terms "School District" and "Glen Ridge Public Schools"
21. as used in this agreement shall mean the Glen Ridge Schools in the
22. Borough of Glen Ridge, Essex County, State of New Jersey.

23. 2.6. The term "Superintendent" as used in this Agreement shall
24. mean the Superintendent of Schools of the Glen Ridge Public Schools,
25. Borough of Glen Ridge, Essex County, State of New Jersey.

26. 2.7. The term "School year" as used in this Agreement shall
27. mean the period of time when pupils are in attendance, orientation
28. days, and any other days on which teachers' attendance is required.

29. 2.8. The term "Extra-Curricular" services shall mean all those
30. services for which teachers are responsible to the administration, and
31. are in excess of teaching and professionally related duties and may be
32. performed on a regular or irregular basis.

33. 2.9. When the singular is used it is to include the plural.

34. 2.10. Whenever the masculine is used, it is to include the
35. feminine.

36. 2.11. The term "Principal" shall mean the administrative head
37. of any school or functional division.

38. 2.12. The term "Parties" as used in this Agreement refers to the
39. Board and Association.

40. 2.13. The term "Days" shall, except where specifically indicated
41. otherwise, mean working days, thus weekends or vacation days are excluded.

1. ARTICLE IV. NEGOTIATIONS PROCEDURE

2. 4.1. The parties agree to begin collective negotiations over
3. each successor Agreement in accordance with Ch. 303, L. 1968, not later
4. than October 15, of the year, covering the following school year and
5. said negotiations shall terminate no later than April 1 of the succeeding
6. year unless otherwise extended by mutual consent.

7. 4.2. It is recognized that the best interest of public education
8. will be served by establishing communication procedures to provide a method
9. for Board and representatives of the Association to discuss future contracts.
10. To this end, free and open exchange of ideas is desirable and necessary.

11. 4.3. The Association recognizes that the legal responsibility is
12. vested in the Board and further recognizes that ultimate policy established
13. by law must be decided by the Board. The Board recognizes the Association
14. as the representative of the professional staff for the purpose of dis-
15. cussions and participation in matters of mutual concern and of implementing
16. P.L. 1941 c. 100 as amended July, 1968.

17. 4.4. A committee known as the Negotiating Committee shall be
18. formed consisting of three (3) representatives of the Association duly
19. designated by the Association and three (3) representatives of the Board
20. or their designees, and the Superintendent and/or his designee. The Superin-
21. tendent will arrange for the committee meeting at a time and place agreeable
22. to both parties.

23. 4.5. At each meeting of the Negotiating Committee, the Committee
24. shall select a chairman who shall preside at the meeting and provide for
25. a recording secretary who shall keep an accurate record of the proceedings
26. of all meetings. A copy of the record shall be placed on file in the
27. office of the Board and with the Association.

28. 4.6. The parties agree that during the period of negotiations
29. and prior to reaching an agreement, the proceedings of the negotiations
30. shall remain confidential and releases to news media and any public group
31. shall be made only as agreed jointly.

32. 4.7. Either party may, if it so desires, utilize the services of
33. outside consultants and may call upon professional and lay representatives
34. to assist in the negotiations, all costs to be borne by the party requesting
35. the services.

36. 4.8. At least fourteen (14) calendar days prior to release to the
37. public by the Board, the Board will provide the Association with the pre-
38. liminary proposed budget and narrative explanation for the next fiscal year.
39. Any preliminary worksheets affecting teachers' salary or teaching conditions
40. shall be available to the Association. The Association then shall have an
41. opportunity to submit recommendations.

1. ARTICLE III. GENERAL

2. 3.1. The Board shall not discriminate against any teacher on
3. the basis of race, creed, color, national origin, sex, marital status,
4. age or membership in any teacher organization.

5. 3.2. The Association shall admit persons to membership without
6. discrimination on the basis of race, creed, color, national origin, sex,
7. age or marital status, and to represent equally all teachers without
8. regard to membership in any teacher organization.

9. 3.3. The "teachers" shall have, and shall be protected in the
10. exercise of, the right, freely and without penalty of reprisal, to join
11. and assist the Association or to refrain from such activity.

12. 3.4. This Agreement constitutes Board Policy for those items
13. included and for the term of said Agreement. The Board and Association
14. will carry out the commitments contained herein and give them full force
15. and effect.

16. 3.5. No change, rescission, alteration, or modification of this
17. Agreement in whole or in part shall be valid unless the same is ratified
18. by both the Board and the Association and endorsed in writing hereon.

19. 3.6. This Agreement shall be governed and construed according to
20. the Constitution and Laws of the State of New Jersey and, if any provision
21. of this Agreement shall be found to be contrary to any such law and
22. therefore invalid, all other provisions of this Agreement shall continue
23. in full force and effect.

24. 3.7. In case of any direct conflict between the express provisions
25. of the Agreement and any Board or Association policy, practice, procedure,
26. custom or writing not incorporated in this Agreement, the provisions of
27. this Agreement shall control.

1. 4.9. Tentative agreements reached as a result of negotiations
2. will be reduced to writing and will have conditional approval of both
3. parties pending the public hearing and approval of the proposed budget
4. for the ensuing fiscal year. After the adoption of the budget, and
5. after notification by both parties, the final agreement will be signed
6. by the Board and the Association and will become an addendum to the
7. Agreement.

8. 4.10. The Negotiations Committee is empowered to create a
9. joint study committee by mutual consent of the Board and the Association,
10. the cost of which shall be borne by each party equally. The power,
11. purpose and term of existence of the joint study committee shall be
12. established by the negotiation committee upon creation.

1. ARTICLE V. GRIEVANCE PROCEDURE

2. DEFINITIONS

3. 5.1. A "grievance" shall mean a complaint by a teacher or group
4. of teachers, relating to the application of, or interpretation of, any
5. of the provisions of this Agreement except the following shall not be
6. the basis of any grievances:

7. A. The method of review as prescribed by law;

8. B. Any matter where the Board is without authority
9. to act; and

10. C. The Board's right to hire, re-employ or terminate
11. the services of any prospective or non-tenure teacher.

12. 5.2. An "aggrieved person" is a teacher or teachers asserting a
13. grievance.

14. 5.3. A "party of interest" is an employee who might be required
15. to take action or against whom action might be taken in order to resolve
16. a grievance.

17. PURPOSE

18. 5.4. Good morale is maintained, as problems arise, by sincere
19. efforts of all persons concerned, to work toward constructive solutions
20. in an atmosphere of courtesy and cooperation. The purpose of this pro-
21. cedure is to secure, at the lowest possible administrative level, equitable
22. solutions to the problems which may, from time to time, arise. Both parties
23. agree that these proceedings will be kept as informal and confidential as
24. may be appropriate at any level of the procedure.

25. 5.5. Nothing contained herein will be construed as limiting the
26. right of any teachers having a grievance to discuss the matter informally
27. with any appropriate member of the administration and having the grievance
28. adjusted, provided the adjustment is consistent with the terms of this
29. Agreement.

30. GENERAL PROVISIONS

31. 5.6. It shall be the general practice of all parties of interest
32. to process grievances during times when they do not interfere with assigned
33. duties.

34. 5.7. Any teacher shall also have the right to be represented at all
35. stages of the grievance procedure by himself, or at his option, by the
36. Association's representative.

37. 5.8. Individual employees shall also have the right to be heard
38. by the Board after they have exhausted the procedure outlined in this
39. policy for dealing with disagreements. The Board's decisions under this rule
are not subject to the grievance procedure.

1. 5.9. If circumstances make it desirable, the Board, the
2. Association and the aggrieved person may seek independent advice to
3. assist them in reaching an agreement. All information previously
4. gathered shall be made available to the advisors so obtained.

5. TIME LIMITS

6. 5.10. Since it is important that grievances be processed as
7. rapidly as possible, the number of days indicated at each step shall
8. be considered as a maximum. The limits specified may, however, be
9. extended by written agreement of the parties of interest. Failure
10. to process a grievance within the time prescribed in ARTICLE V shall
11. constitute a waiver of that grievance.

12. 5.11. If a teacher does not file a grievance in writing within
13. twenty (20) school days after he knew or should have known, of the act
14. or condition on which the grievance is based, then the grievance shall
15. be considered as waived.

16. 5.12. Failure by the aggrieved at any level to appeal a grievance
17. to the next level within the specified time limits shall be deemed to be
18. acceptance of the decision rendered at that level.

19. 5.13. If a grievance is filed which might not be finally resolved
20. at LEVEL THREE under the time limits set forth herein prior to the end of
21. the school year, and which, if left unresolved until the beginning of the
22. following school year, could result in irreparable harm to a party in
23. interest, the time limits set forth herein will be reduced so that the
24. grievance procedure may be concluded prior to the end of the school year,
25. or as soon thereafter as is practicable.

26. PROCEDURE

27. Informal Procedure

28. 5.14. If a teacher feels that he may have a grievance, he may
29. first discuss the matter with his principal or other appropriate admin-
30. istrator in an effort to resolve the problem informally.

31. 5.15. If the teacher is not satisfied with such disposition of
32. the matter, he shall have the right to have the Association representative
33. assist him in further efforts to resolve the problem informally with the
34. principal or other appropriate administrator.

35. Level One

36. 5.16. If an aggrieved person is not satisfied with the outcome of
37. the informal procedure, he may present his claim in writing as a formal
38. grievance to his principal or appropriate administrator.

1. 5.17. The principal or the appropriate administrator, whichever
2. is applicable, shall, within five (5) school days after receipt of the
3. claim in writing and conference with the aggrieved person, render his
4. written decision in duplicate to the aggrieved person.

5. Level Two

6. 5.18. If the aggrieved person is not satisfied with the dis-
7. position of his grievance at Level One, or if no decision has been
8. rendered within five (5) school days after presentation of the grievance,
9. he may file the grievance in writing with the Association and the
10. Superintendent and may request the Association to represent him from
11. Steps two (2) through five (5).

12. 5.19. The Superintendent, or his designee, will represent the
13. Board at Level Two of the grievance procedure and, within five (5)
14. school days after receipt of the written grievance, will meet with
15. the aggrieved person in an effort to resolve the grievance.

16. 5.20. The Superintendent, or his designee, shall, within
17. five (5) school days after meeting with the aggrieved person, render
18. his written decision to the aggrieved person, with a copy to the
19. Association.

20. Level Three

21. 5.21. If the aggrieved person is not satisfied with the disposition
22. of his grievance at Level Two, he may submit a written request within ten
23. (10) school days of the receipt of the written decision under Level Two,
24. to the Superintendent and the Association for a meeting with the Board's
25. personnel committee and representatives of the Association to discuss the
26. aggrieved person's complaint. The written request under Level Three
27. shall specifically describe the points at issue and the reasons for the
28. aggrieved person's dissatisfaction with the decisions rendered at
29. Level One and Level Two.

30. 5.22. Within five (5) school days upon receipt of the aggrieved
31. person's written request, the Board's personnel committee, the Association,
32. and the Superintendent shall meet to discuss the complaint and every effort
33. shall be made to arrive at a satisfactory solution of the problem, including
34. recommendations to the Board for courses of action to be taken. The Board's
35. personnel committee, the Association, and the Superintendent shall submit
36. to the Board a written summary of the problem and any recommendations for
37. courses of action. The Board's decision shall be rendered in writing to
38. the aggrieved person within ten (10) school days, copies of the decision
39. being forwarded to the Association.

40. Level Four

41. 5.23. If the aggrieved person is not satisfied with the disposition
42. of his grievance at Level Three and requests that the issue be submitted
43. for arbitration as provided for hereunder, the aggrieved person shall make
44. a written request for arbitration to the Welfare Committee of the Association

1. within five (5) days after receipt of the Board's decision under
2. Level Three. The Welfare Committee of the Association shall review
3. the aggrieved person's request for arbitration and shall render its
4. decision in writing to the Board and to the aggrieved person within
5. ten (10) days of the date of the submission of the request.

6. 5.24. If the Welfare Board recommends that the matter be
7. submitted to arbitration, the issue shall proceed to arbitration as
8. provided for hereunder. If the Welfare Committee does not recommend that
9. the matter proceed to arbitration, the decision of the Board under
10. Level Three shall be final.

11. Level Five

12. 5.25. If the Welfare Committee of the Association determines that
13. the grievance submitted by the aggrieved person under Level Four is
14. meritorious and recommends that the grievance be submitted to arbitration,
15. the Board and the Welfare Committee shall attempt to agree upon a mutually
16. acceptable arbitrator and shall obtain a commitment from said arbitrator
17. to serve. If the parties are unable to agree upon an arbitrator or to
18. obtain such a commitment within ten (10) days, the issue shall be settled
19. by arbitration by a Board of three arbitrators, one of whom shall be
20. selected by the Board, one by the Association, and these two arbitrators
21. shall choose a third member. In the event of the inability of the two
22. arbitrators to agree upon a third member, the procedure laid down in the
23. New Jersey Arbitration Act (New Jersey Revised Statutes 2A:24-1 et seq.
24. and particularly 2A: 24-5) regarding the selection of arbitrators shall
25. apply.

26. 5.26. The arbitrator or Board of Arbitrators selected under the
27. foregoing procedures shall confer with the representatives of the Board
28. and the Welfare Committee and hold hearings promptly. The decision of
29. the arbitrator shall be rendered in writing to the Board and Welfare
30. Committee of the Association within twenty (20) days from the date of
31. the listed hearing date, or, if oral hearings have been waived, then
32. from the date the final statements and proofs on the issues are sub-
33. mitted to him. The arbitrator's decision shall be in writing and shall
34. set forth his findings of fact, reasoning and conclusions on the issues
35. submitted. The decision of the arbitrator or Board of Arbitrators shall ✓
36. be final. Neither the Board nor the Association shall be compelled to
37. do any act pursuant to the arbitration decision prohibited by law or
38. contrary to the laws of the State of New Jersey or in violation of the
39. terms of this agreement.

40. 5.27. The cost for the service of the arbitrator including per diem
41. expenses, if any, and actual and necessary travel, subsistence expenses and
42. cost of the hearing room shall be borne equally by the Board and the
43. Association. Any other expenses incurred shall be paid by the party in-
44. curring same.

1. ARTICLE VI. SCHOOL CALENDAR

2. 6.1. The Board of Education or their designated representative
3. will prepare the School Calendar in cooperation with the Welfare Committee
4. of the Association. In the event the Calendar should call for more than
5. 180 days to cover storm days or other emergencies, and the extra days are
6. not required for storm or emergencies, then a committee of the Association
7. and the Superintendent of Schools shall decide how and if those days will
8. be implemented, subject to the approval of the Board of Education. The
9. school work year shall include days when pupils are in attendance, orienta-
10. tion days, and any other days on which teacher attendance is required.

1. ARTICLE VII. TEACHER EVALUATION

2. 7.1. Teachers have the right to adequate and constructive
3. supervision by the Principals, Superintendent, Assistant Superintendent,
4. Directors, and/or subject coordinators.

5. 7.2. Teachers must be punctual and responsible to their assign-
6. ments throughout the school year, and when they are not, they are to be
7. notified by their immediate supervisor.

8. 7.3. Teacher performance shall be evaluated in light of all
9. evidence pertinent to the discharge of the teacher's professional re-
10. sponsibilities.

11. 7.4. Teachers shall also be evaluated in the discharge of the
12. teacher's professional responsibilities in "extra-curricular activities"
13. participated in by the teacher. Assignments to an "extra-curricular
14. activity" is subject to renewal each year. Participation in "extra-
15. curricular activities" as defined in this Agreement shall not constitute
16. a valid basis for evaluating a teacher's performance defined in 7.3.

17. 7.5. All formal class visits and evaluation reports will be
18. reviewed in a conference between the teacher and the person making the
19. report. All such reports will be signed by the teacher to indicate that
20. he has seen them and discussed them within seven (7) days of the classroom
21. visit. Signing the report in no way indicates agreement with its contents.

22. 7.6. Teachers have the right to prepare comments in regard to
23. class visit or observation report, and these comments shall be attached
24. to all copies of the report.

25. 7.7. Upon request teachers may review the contents of their
26. personal file and make copies of any part of it in the presence of the
27. appropriate administrator or designee.

28. 7.8. In the absence of formal class visits and evaluation reports,
29. or formal notification to the contrary by March 1 or formal entries into
30. the personal file, a tenured teacher may assume that his performance is
31. fully satisfactory and he is eligible for any and all benefits dependent
32. on satisfactory performance.

33. 7.9. Any serious complaints regarding a teacher's professional
34. performance made to any member of the Board of Education, Superintendent
35. or the teacher's building principal from any parent, student or other
36. person will be promptly called to the attention of the teacher.

37. 7.10. Every effort shall be made by the Administration and
38. supervisory personnel to help the teacher if there is evidence of need
39. for such assistance.

40. 7.11. Evidence of unsatisfactory performance shall be brought to
41. the teacher's attention and the teacher shall be given sufficient time
42. for improvement.

1. 7.12. The following criteria shall be among those used by the
2. teacher in self evaluation and the administration as a basis for
3. evaluating performance:
4. A. Knowledge of subject matter and students
5. B. Ability to communicate with students
6. C. Knowledge of materials and techniques pertinent to
7. his field
8. D. Knowledge of and rapport with students and the
9. establishing of a good learning climate.
10. E. Willingness to innovate new ideas and techniques and
11. to use instruction time efficiently
12. F. Methods of evaluating students' growth and meeting
13. their individual needs
14. G. Ability to adjust to situations (teaching levels and
15. achievement levels of students)
16. H. Evidence of lesson preparations during and after school
17. day
18. I. Effective use of questioning techniques
19. J. Exercise of professional judgment.

20. 7.13. The following shall be taken into consideration when evalu-
 21. ating a teacher:

22. A. The teacher's load
23. B. The ability of the students
24. C. The number of students and number of student contact
25. hours.
26. D. The help and aid given by support personnel
27. E. Physical aspects of the room
28. F. The equipment made available
29. G. Extra duties that interfere with classroom teaching.

30. 7.14. No tenure teacher will be disciplined or reprimanded or
 31. deprived of any professional advantage without good and sufficient reason.

1. ARTICLE VIII. TEACHER AIDES

2. 8.1. The Board and the Association agree that the teacher's
3. primary responsibility is to teach and that his energy should, to the
4. fullest extent possible, be utilized to this end.

5. 8.2. The Board and Association recognize that teacher aides and
6. part-time clerical employees are useful and necessary in Glen Ridge.

7. 8.3. To attain the goal of relieving teachers of non-teaching
8. assignments such as supervision of study halls, playgrounds, cafeterias,
9. collection of monies, inventories, and duplicating instructional
10. materials, the Board will, in consultation with the Association, implement
11. a policy of employing teacher aides whenever administratively and
12. financially possible.

1. ARTICLE IX. SUBSTITUTE TEACHERS

2. 9.1. All attempts shall be made to assign substitutes to the
3. appropriate instructional level and subject in which they hold
4. certification.

5. 9.2. The Board and Association agree that the Administration
6. should make every effort to insure that substitutes follow the regular
7. class routine and assume all responsibilities and duties normally
8. assigned to the regular teacher.

9. 9.3. Each regular teacher shall provide written classroom plans
10. in sufficient detail for a substitute teacher to assure continuity of
11. the educational program within the classroom.

12. 9.4. Only under emergency conditions may regular teachers be
13. requested to utilize their preparation periods to cover classes or
14. substitute in classes other than their own.

15. 9.5. Regular Board approved substitutes shall be encouraged
16. to participate actively in inservice courses and become as familiar
17. with and knowledgeable of the Glen Ridge curriculum as possible.

18. 9.6. Each substitute shall be evaluated and a written
19. recommendation forwarded to the Superintendent.

1. ARTICLE X. SUMMER SCHOOL

2. 10.1. In the event the Board determines to maintain a summer
3. school program, the Board agrees to give preference to regularly employed
4. teachers in the district who are qualified for available summer school
5. positions and who have notified the Superintendent of their desire to
6. teach in the summer school program in filling such positions. Whenever
7. two (2) or more teachers apply for the same summer position, the
8. Superintendent shall select the most qualified person for the position
9. based on experience, training, attendance record, quality of teaching
10. performance, and the nature of the group.

11. 10.2. A list of proposed summer school teaching positions will
12. be made available to all teachers on or before April 1st. Teachers
13. desiring to teach in the summer school program shall notify the
14. Superintendent in writing within the time limits set by the Administra-
15. tion.

16. 10.3. Rates for summer school positions will be determined by
17. the Board following notification to and discussion with the Association.

1. ARTICLE XI. PERSONAL AND ACADEMIC FREEDOM

2. 11.1. The Board and Association agree to educate the Glen Ridge
3. students in the democratic tradition, to foster a recognition of in-
4. dividual freedom and social responsibility, to inspire meaningful aware-
5. ness of, and respect for, the Constitution and the Bill of Rights, and
6. to instill appreciation of the values of individual personality. It is
7. recognized that these democratic values can best be transmitted in an
8. atmosphere which is free from censorship and artificial restraints upon
9. free inquiry and learning, and in which academic freedom for teacher and
10. student is encouraged.

11. 11.2. Academic freedom shall be guaranteed to teachers in order
12. to create in the classroom an atmosphere of freedom, which permits and
13. encourages students to raise questions dealing with critical issues of
14. the time and which maintains an atmosphere conducive to the study, in-
15. vestigation, presentation, and interpretation of facts which stress the
16. interplay of ideas. The teacher has the right to express his point of
17. view provided his students clearly understand that it is his personal
18. opinion and is not to be accepted by them as an authoritative statement.
19. The teacher is responsible for exercising his judgment in selecting for
20. discussion those relevant issues which he may deem to be of value con-
21. sistent with the maturity and understanding of the students involved.

22. 11.3. Freedom of individual conscience, association and ex-
23. pression will be observed both to safeguard the legitimate interest of
24. the school and to exhibit by appropriate example the objectives of a
25. democratic society.

26. 11.4. Teachers will be entitled to full rights of citizenship,
27. and no religious or political activities of any teacher or lack thereof,
28. will be grounds for any discipline or discrimination with respect to
29. the professional employment of such a teacher.

30. 11.5. There will be no reprisal of any kind taken against any
31. teacher by reason of his membership in the Association or participation
32. in its activities.

33. 11.6. Complaints concerning unpaid bills, bad checks, tax
34. delinquencies and court judgment will be forwarded to the teacher con-
35. cerned without comment.

36. 11.7. Teachers shall not engage in outside employment that will
37. impair the effectiveness of the teachers' professional service or permit
38. commercial exploitation of their professional position.

1. ARTICLE XII. TEACHER - BOARD - ADMINISTRATION LIAISON

2. 12.1. The Board and Association agree that open lines of
3. communication are necessary to operation of the district and therefore
4. agree that dialogues between the Board and Association representatives
5. may be arranged to discuss items of concern. The parties will cooperate
6. in arranging these conferences at mutually agreeable times. Either
7. party may initiate, through the Superintendent's office, a conference
8. upon ten (10) days notice.
9. 12.2. The Association's representative and the Superintendent
10. or designee shall meet to discuss items of concern covering student
11. curriculum, personnel, finances, and the interpretation and administra-
12. tion of this Agreement and Board policies.

1. ARTICLE XIII. DUES, DEDUCTIONS

2. 13.1. The Board agrees to deduct from teachers' salaries
3. money for local, state, and/or national professional education
4. association services and programs as said teachers individually
5. and voluntarily authorize the Board to deduct and to transmit the
6. monies promptly to such association or associations. Any teacher
7. may have such deductions discontinued at any time upon sixty (60)
8. days written notice to the Board and the appropriate association.

9. 13.2. Each of the associations named above shall certify to
10. the Board in writing, the current rate of its membership dues. Any
11. association which shall change the rate of its membership dues shall
12. give the Board written notice sixty (60) days prior to the effective
13. date of such change.

14. 13.3. Additional authorization for dues deduction may be
15. received after August 1 under rules established by the State Department
16. of Education.

1. ARTICLE XIV. TEACHER FILES

2. 14.1. All materials placed in the permanent personnel files
3. and originating within the School District shall be available to the
4. teacher at his request for inspection.

5. 14.2. Material originating within the School District and
6. which is derogatory to a teacher's conduct, services, character or per-
7. sonality shall not be placed in a teacher's file unless the teacher has
8. had an opportunity to read the materials. The teacher shall acknowledge
9. that he has read such material by affixing his signature on the copy to
10. be filed. Such signature does not necessarily indicate agreement with
11. the content of such material.

12. 14.3. The teacher shall have the right to answer any materials
13. filed and his answer shall be received by the Superintendent and
14. attached to the file copy.

15. 14.4. All references and information originating outside the
16. School District on the basis of confidentiality and information obtained
17. within the School District in the process of evaluating the teacher for
18. employment shall not be subject to this Agreement and, therefore, shall
19. not be available for inspection by the teacher.

1. ARTICLE XV. TEACHER TRANSFER

2. 15.1. The best educational program results from the selection
3. of a school faculty which is well balanced in terms of experience,
4. general background, competence and philosophy. Careful consideration
5. will be given to each of the above when filling vacancies.

6. 15.2. The principal criterion for consideration of a request
7. for transfer is whether or not the request will result in the best
8. educational program for the School District. A request for transfer
9. will not be granted if the teacher does not qualify for the existing
10. vacancy.

11. 15.3. A change in teaching position from one school to another
12. may be requested by the teacher affected, by the principal of the
13. teacher's school, or may be initiated by the Superintendent and his
14. staff. The recommendation of the Superintendent or his designee is
15. required as well as approval by majority vote of the Board.

16. 15.4. Not later than March 1st of each school year, the
17. Superintendent shall have posted in the office of each school, a
18. list of the known vacancies as of that date which will occur during
19. the following school year. The Superintendent will keep the pending
20. vacancies current through periodic revision.

21. 15.5. In considering a request for transfer the convenience
22. and wishes of the individual teacher will be honored to the extent
23. that they do not conflict with the instructional requirements and
24. best interest of the School District.

25. 15.6. An involuntary transfer or re-assignment shall be made
26. only after a meeting between the teacher involved and the principal,
27. at which time the teacher shall be notified of the reason therefor.
28. In the event that a teacher objects to the transfer or re-assignment
29. at this meeting, upon the request of the teacher, the Superintendent
30. shall meet with the concerned parties. The teacher may, at his option,
31. elect to have an Association representative present at such a meeting.

32. 15.7. A teacher being involuntarily transferred or re-assigned
33. shall be placed only in an equivalent position, one which does not
34. involve reduction in rank or in contractual compensation.

1. ARTICLE XVI. LEAVES OF ABSENCE

2. 16.1. Personal. Each teacher may, upon application and approval
3. of the principal and Superintendent, be absent with full pay for a
4. maximum of five (5) days in one school year for personal business which
5. is defined as business which cannot be scheduled at any time other than
6. regular school hours. It is the intention that this leave shall be for
7. reasons of hardship or other pressing need and not personal convenience.
8. A teacher need not specify his reason for requesting a personal leave,
said leave shall be non-cumulative.

9. 16.2. Professional. Absence with full pay may be allowed for
10. worthwhile educational experiences, trips involving school business and
11. attendance at Association conferences by the incumbent officers or their
12. designees. Only the principal's advance approval will be required for
13. one-day trips by classroom teachers. The Superintendent's advance
14. approval will be required for over-night and longer trips.

15. 16.3. Religious Observance. Members of any religious faith may,
16. in writing, apply to the Superintendent for leave for principal religious
17. holidays not provided in the school calendar where observance is not
18. possible outside school hours and where participation is mandatory. The
19. leave shall be in addition to sick leave, personal business leave or
20. other types of authorized leave and shall be granted to a maximum of
21. three (3) days per year, not accumulative.

22. 16.4. Sick Leave. "Sick leave" is defined to mean the absence
23. of any teacher from his or her post of duty because of personal disability
24. due to illness or injury, or because he or she has been excluded from
25. school by the school district's medical authorities on account of a con-
26. tagious disease or being quarantined for such a disease in his or her
27. immediate household.

28. 16.5. Teachers shall be entitled to as many sick leave days
29. each school year as provided by statutory enactment of the State of
30. New Jersey. There shall be no limit to the number of sick leave days
31. accumulated.

32. 16.6. In the event of absence of a teacher for illness, the
33. Superintendent may, if he has reasonable cause to believe that there is
34. an abuse of sick leave policy as defined in Subsection 16.4, require,
35. after consultation with the Welfare Committee of the Association, an
36. examination by an independent physician, such examination to be at the
37. Board's expense.

38. 16.7. Leave Without Pay. Any teacher may upon written request
39. and with the approval of the Superintendent and Board of Education, be
40. granted an unpaid leave for the following reasons: prolonged illness,
41. needed rest accompanied by a physician's certificate, necessities of home,
42. professional improvement when the teacher is not eligible for sabbatical
43. leave, employment as a teacher at a United States military installation
44. abroad, teaching assignment in Peace Corps, or any other activities which

1. would, in the opinion of the Board or the Superintendent, redound to
2. the future benefit of the Glen Ridge School System.

3. 16.8. All benefits to which the teacher is entitled at the
4. time of such leave of absence, including unused accumulated sick leave,
5. shall be restored upon his return, and he will be assigned to the
6. position he held at the time said leave began, if possible, or to a
7. substantially equivalent position.

8. 16.9. Requests for such leaves must be received no later than
9. April 1st of the year preceding the school year for which the unpaid
10. leave is requested. In cases of personal emergency the application
11. date may be waived.

12. 16.10. Maternity Leave. Maternity leave, without pay or
13. increment, will be granted for a period of one (1) year. The employee
14. requesting such leave should file her request in writing six (6) months
15. before the expected birth of the child. When the employee can furnish
16. a physician's statement certifying her fitness to perform all her
17. teaching duties, she shall be allowed to continue her position until
18. the beginning of the sixth month of pregnancy, subject to monthly review.

19. 16.11. Eligibility for a maternity leave requires a minimum of
20. three (3) years continuous employment by the School District immediately
21. prior to the leave request.

22. 16.12. A further extension of absence or a second leave of
23. absence may be granted at the will of the Board upon recommendation of
24. the Superintendent.

25. 16.13. Any female teacher adopting an infant child may receive
26. similar leave which shall commence upon her receiving de facto custody
27. of the infant or earlier if necessary to fulfill the requirements for
28. the adoption.

29. 16.14. Military Leave. Military leaves of absence shall be
30. granted for teachers who are inducted for military duty in any branch
31. of the Armed Forces of the United States. Teachers on military leave
32. shall be given the benefit of any salary increments which would have
33. been credited to them had they remained in the active service of the
34. district, as provided by Chapter 18, New Jersey Law.

1. ARTICLE XVII. SABBATICAL LEAVE

2. 17.1. Sabbatical leaves of absence are granted for professional
3. improvement upon recommendation of the principal and Superintendent for
4. reasons of value which, in the opinion of the Board, shall render a
5. benefit to the School District, subject to the following conditions:

6. 17.2. Written requests for sabbatical leaves of absence must
7. be received in the Superintendent's office not later than November 1st
8. of the year preceding the semesters of the school year in which the
9. sabbatical leave is requested.

10. 17.3. The teacher must have completed at least seven (7) years
11. consecutive active service inclusive of approved leave as a regularly
12. appointed teacher in the Glen Ridge schools in order to be eligible to
13. request a sabbatical leave.

14. 17.4. Teachers on sabbatical leave of absence will be paid at
15. one-half of their annual salary rate except, in the event a teacher
16. shall be on leave of absence because of a scholarship, grant-in-aid,
17. fellowship, or other financial aid, the Board will pay the teacher the
18. difference between the amount received by the teacher and one-half of
19. his or her annual salary rate. Upon return, the teacher shall be
20. placed on the appropriate level as though the teacher had not been on
21. leave.

22. 17.5. A sabbatical leave of absence may be extended without pay
23. or increment for one additional year by Board approval.

24. 17.6. The teacher shall agree to return to employment in the
25. Glen Ridge School District upon termination of the leave of absence for
26. one full year for each half-year of leave. In the event the teacher fails
27. or refuses to return to the Glen Ridge School District for employment as
28. agreed, the teacher shall reimburse the Board for sums paid by the Board
29. to the teacher during the leave of absence. The teacher also agrees to
30. request the office of the Superintendent for approval of any projected
31. change in his plan for professional improvement.

32. 17.7. No more than two (2) percent of the teaching staff shall
33. be absent on sabbatical leave at any one time.

34. 17.8. A teacher may elect, in lieu of a sabbatical leave after
35. five (5) consecutive years of service in Glen Ridge, to take one, two,
36. or three summers exclusively for study in a planned and full academic
37. program (full load as determined by the college or university) with a
38. 15% stipend of the annual salary of each successive contractual year
39. for each six week summer period of study. This type of sabbatical leave
40. shall be considered to end at the conclusion of the third summer.

41. 17.9. The Board agrees to assume the responsibility for obtaining
42. qualified substitute replacement for all teachers granted leaves from
43. their regular employment.

44. 17.10. Subsidy for graduate course credit will not be granted for
45. credits earned while on paid sabbatical leave.

1. ARTICLE XVIII. STRIKES AND SANCTIONS

2. 18.1. The Association agrees that it will not cause, engage in,
3. sanction, or assist in any strike or refusal to perform the duties of
4. employment by any teacher or teachers.

5. 18.2. No teacher shall cause or participate in any strike or
6. slowdown affecting the Glen Ridge School District directly or indirectly,
7. or refuse to perform the duties of his or her employment.

8. 18.3. The Association further agrees that it will refrain from
9. imposing sanctions or refrain from encouraging other persons, groups of
10. persons, or associations to impose sanctions against the School District.

1. ARTICLE XIX. TEACHING CONDITIONS

2. 19.1. The Association and Board agree that the teachers'
3. responsibility to their students and their profession generally
4. entails the performance of duties and an expenditure of time beyond
5. the assigned class periods.

6. 19.2. As a professional, the teacher has the right and
7. obligation with the accompanying responsibility to determine the time
8. required to effectively discharge his duties. The administration
9. should not unilaterally extend this time.

10. 19.3. The Board and Association agree that proper implementa-
11. tion of the ungraded philosophy with the accompanying cooperative
12. teaching and multi-age grouping requires definite and uninterrupted
13. preparation time. To ensure that this time is available, the Board
14. and Association will strive for a goal of equal preparation time at
15. the primary, middle school and high school levels.

16. 19.4. It is expected that preparation periods will be used for
17. such things as thorough class preparation, conferences with students,
18. teachers, parents, and administrators, teaching interns, supporting
19. personnel, and special assistance to students individually and/or in
20. small groups, professional reading, writing, and research. The Board
21. and Association agree that an extensive professional and curriculum
22. library should be established as soon as possible.

23. 19.5. All teachers shall be scheduled for a duty-free,
24. uninterrupted lunch period of at least thirty (30) minutes.

25. 19.6. The proper implementation of the continuous progress,
26. multi-age grouping and flexible learning clusters requires closer
27. student-teacher contact and student evaluation. Overcrowded classrooms
28. and excessive teacher-student contact hours can significantly reduce
29. the effectiveness of the educational process. The Board and Association
30. agree that in the major subject fields of Mathematics, Science, Social
31. Studies, English and Languages, the goal for teacher-student contact
32. should not exceed one hundred (100) students per day with a maximum limit of
33. one hundred thirty (130) students per day. Exceptions in group size may be
34. necessary for special learning problems and subjects where laboratory
35. facilities limit the class size.

36. 19.7. In an attempt to achieve realistic instructional groups
37. the Board agrees to consult with the teacher, subject area coordinator,
38. and building principal regarding differentiating the curriculum, staff-
39. ing requirements, and utilization of support personnel.

40. 19.8. Teachers should not be required to teach in more than
41. two (2) major subject fields and prepare lessons for more than three (3)
42. different subject fields except in the primary schools where clustering
43. of subjects may vary according to the organizational patterns. The

1. Board and Association agree the fewer subjects required of a teacher
2. for preparation can enhance the quality provided the teacher concen-
3. trates his energies on the fullest development of the limited subjects.
4. Nothing contained in this section excludes the necessity of a teacher
5. to plan and prepare for sufficient differentiation of materials, content,
6. and goals for each class in order to properly provide for the differences
7. in individual student ability, rate and method of learning and achievement.

8. 19.9. To the extent feasible in existing buildings, the Board will
9. provide:

10. A. Space in each classroom which teachers may use for
11. storing instructional materials and supplies.

12. B. An appropriately furnished room to be used as a
13. faculty lounge.

14. C. Teacher workroom containing adequate equipment and
15. supplies to aid in preparation of instructional
16. materials.

17. D. A telephone in each school which may be used by
18. teachers for local and emergency calls.

19. E. A serviceable desk, chair, and filing cabinet for
20. exclusive use of each teacher. This equipment is
21. not necessarily located in the classroom.

22. F. Teacher manuals of all texts used by the teachers,
23. including a dictionary.

24. 19.10. Teachers shall be notified of their tentative program
25. schedule and level assignment for the ensuing year as soon as the
26. master schedule is prepared, or no later than June 1st. In addition,
27. they will be notified of any change in their tentative program, schedule,
28. and assignment level for the ensuing year, including the school to which
29. they will be assigned, as soon as administratively practicable.

30. 19.11. In the event it becomes necessary during the school year
31. to assign a teacher to an additional teaching period in place of a
32. study hall period, or in the event a teacher requests such assignment,
33. the administration shall discuss the change in advance with the teacher.
34. Such change shall be voluntary and confirmed in writing. Copies of the
35. change in assignment are to be forwarded to the Welfare Committee.

1. ARTICLE XX. STUDENT DISCIPLINE

2. 20.1. Student discipline is the mutual responsibility of both
3. teachers and administrators in all school areas.

4. 20.2. Student discipline in the classroom or during student
5. activities shall be the responsibility of the teacher in charge. How-
6. ever, serious disciplinary infractions and disruptive students whose
7. behavior does not respond to a teacher's disciplinary actions, or the
8. student whom the teacher can no longer control, and whose actions
9. interfere with the learning of other students, shall be referred to
10. the principal or director or his designee.

11. 20.3. It shall be the responsibility of the principal or
12. director or his designee to deal with all disciplinary cases referred
13. to him. He will withhold the student from the necessary classes and
14. student activities until the following steps have been taken:

15. A. Teacher and principal or designee will consult and
16. mutually agree to send the student back to class; or

17. B. If they agree not to send the student back, they will
18. consult and meet with the parents and the appropriate
19. agencies.

20. C. Further action shall rest with the administration in
21. consultation with the Child Study Team, and the
22. referring teacher shall be advised of any action
23. taken.

24. 20.4. Reassignment of a student mutually recognized as a serious
25. disciplinary problem or definite, unresolvable personality conflict, will
26. be made only after consultation with the teachers involved. No teacher
27. should be overburdened with such students.

1. ARTICLE XXI. TEACHER PROTECTION

2. 21.1. Nothing herein contained shall prevent a teacher from
3. using reasonable force as is necessary under the circumstances for
4. self protection or protection of any person or property for which
5. he is responsible as provided by law.

6. 21.2. Principals and teachers shall be required to report in
7. writing to the Superintendent or his designee any case of assault on
8. teachers in connection with their employment. The Superintendent shall
9. acknowledge in writing the receipt of such report and shall report this
10. information to the Board of Education. The Superintendent shall inform
11. the teacher immediately of his rights under the law and shall provide
12. such information in a written document.

13. 21.3. The Superintendent or designee shall notify the teacher
14. of his readiness to assist the teacher as follows:

15. A. By obtaining from the police and/or the principal
16. relevant information concerning the involved student
17. or assailants, and

18. B. By acting in other appropriate ways as liaison between
19. teacher, police, and the courts.

20. 21.4. All theft and damages shall be investigated by the school
21. administrators and referred for legal advice.

22. 21.5. Teachers shall not be responsible for collection of monies
23. for non-related classroom duties.

24. 21.6. Teachers shall be responsible for money collected for
25. classroom related activities. They shall have the right to keep such
26. monies in the school safe whenever necessary.

27. 21.7. Teachers shall be free from all reprisals and harassment
28. for participation in any phase of negotiations under this contract, or
29. for using the grievance procedure.

1. ARTICLE XXII. TEACHER EMPLOYMENT, RECRUITMENT AND QUALIFICATIONS

2. 22.1. The Board and the Association recognize their mutual
3. concern to recruit certified candidates within the contents of the
4. New Jersey Education Law and with the view of attaining the most
5. competent people available.

6. 22.2. The Board and Association agree that principals,
7. directors, coordinators, and teachers will continue to participate
8. in recruiting, interviewing and making recommendations for the
9. selection of new candidates as well as tenure candidates.

10. 22.3. The Board and Association agree that proper placement
11. of all teachers on the salary guide is a major factor in teacher
12. morale. To ensure equitable treatment for all teachers, the following
13. guide-lines will be adhered to:

14. A. Up to ten (10) years of credit on the Teachers'
15. Salary Guide may be given for previous outside
16. teaching experience in a duly accredited school
17. upon initial employment in accordance with the
18. provisions of the Teachers' Salary Schedule.
19. Additional credit, not to exceed four (4) years
20. for military experience or alternative credit
21. not to exceed two (2) years for Peace Corps,
22. Vista, or National Teachers Corps work and time
23. spent on a Fullbright Scholarship shall be
24. given upon initial employment. Credit for
25. teaching-related experience may be allowed at the
26. discretion of the Superintendent and Board of
27. Education.

28. B. Teachers with previous teaching experience in the
29. Glen Ridge School District shall upon returning
30. to the district be subject to the same rules and
31. procedure set forth in the above.

32. C. Teachers returning to Glen Ridge will be entitled
33. to all unused sick leave in effect at the time of
34. their resignation or leave.

35. D. Teachers shall be notified of their contract and
36. salary status for the ensuing year no later than
37. March 15, and shall be issued a written contract
38. by April 15, returnable within ten (10) days to
39. the Superintendent's office.

1. ARTICLE XXIII. TEXTBOOKS AND MATERIALS

2. 23.1. The Board and Association agree that adequate instructional
3. materials should be provided in sufficient quantities to insure that each
4. student has materials for his own use. They further agree that all text-
5. books and instructional materials at all levels shall be selected so as
6. to best illustrate the cultural diversity and pluralistic nature of the
7. American society in both text and illustrative materials and reflect the
8. most recent authoritative scholarship on the history and contributions
9. of the various racial, ethnic and religious groups as they are represented
10. in America.

11. 23.2. Prior to changing textbooks or selecting new multiple
12. references, all teachers using the materials shall be given the opportunity
13. to meet and consult with the subject area coordinator and principal re-
14. garding the proposed change or selection.

15. 23.3. The consultation shall be as follows:

16. A. The teachers affected shall be notified of the
17. proposed change in text books. The original
18. initiation of a request for change may be made
19. by teacher or administration at any time.
20. B. The teachers affected shall be given an opportunity
21. to inspect and evaluate all available textbooks
22. and materials applicable to the change.
23. C. The administration shall provide an opportunity for
24. all teachers affected to meet and review with the
25. Superintendent or designee, the teachers' and
26. coordinator's written recommendations regarding
27. the proposed changes or selections.
28. D. The Association shall be notified in writing of the
29. proposed meeting at least two (2) weeks prior to
30. the joint teacher and Superintendent meeting.
31. The Superintendent shall forward the teachers'
32. recommendations when submitting his proposal to
33. the Board of Education for approval.

1. ARTICLE XXIV. TEACHER AND ASSOCIATION RIGHTS

2. 24.1. The Association shall be allowed to use school buildings
3. and rooms for meeting purposes subject to the usual and normal conditions
4. affecting such use as set forth by Board policy for organizations with
5. educational affiliations.

6. 24.2. The Association shall have the right, through a member
7. of the executive committee, to distribute by means of teacher mail-boxes
8. and bulletin boards, any announcements, notices, letters, brochures
9. and other written or printed materials that it wishes to pass on to
10. teachers provided that such distribution does not interfere with the
11. normal routine and responsibilities of teachers and is signed by the
12. appropriate officer of the Association. Building principals shall be
13. given a copy of all materials distributed.

14. 24.3. The Board agrees, upon written request of the Association,
15. to release to the Association Welfare Committee, information available
16. to the Board concerning the financial resources of the district, tenta-
17. tive budgetary allocation and other pertinent information as will assist
18. the Association to develop accurate and informed proposals concerning
19. salary, working conditions, and all other terms and conditions of pro-
20. fessional employment of teachers.

21. 24.4. Alleged breaches of discipline shall be promptly reported
22. to the offending teacher and the the Association Welfare Committee. The
23. Association will use its best efforts to correct breaches of professional
24. behavior by any teacher.

25. 24.5. Nothing contained herein shall be construed to deny or
26. restrict to any teacher rights he may have under the New Jersey School
27. Laws or other applicable laws and regulations. The rights, granted to
28. teachers hereunder shall be deemed to be in addition to those provided
29. elsewhere.

30. 24.6. It is the responsibility of the Association, its members
31. and its representatives, to carry out administrative directions re-
32. garding Board policies and administrative regulations, subject to the
33. understanding that the grievance procedure shall be available, if it
34. is felt any such directive or policy is in conflict with the express
35. terms of this Agreement. Neither the Association nor its representatives
36. shall assume Board, administrative or supervisory authority.

1. ARTICLE XXV. VACANCIES

2. 25.1. All vacancies caused by death, retirement, discharge,
3. resignation, or by the creation of a new position, shall be filled
4. pursuant to the following procedure:

5. A. A notice clearly setting forth the qualifications,
6. requirements, duties, salary, deadline for submission
7. of application and other pertinent information necessary
8. for the position shall be posted in every school
9. building and a copy sent to the Association.

10. B. Such notices shall be posted as far in advance as practicable
11. and at least ten (10) days before the final date for
12. submission of applications.

13. C. Teachers who desire to apply for any vacancies shall submit
14. their application in writing to the Superintendent or
15. designee within the time limits specified in the notice.
16. Application shall include qualifications for position,
17. transcripts, certification data that is not already
18. contained in the candidate's file, as well as other
19. information requested. The application will remain
20. active until withdrawn by the teacher.

21. D. All teachers who apply and are qualified for such a
22. position shall be interviewed and shall subsequently
23. be notified of the disposition of their application
24. before the appointment is made. Any teacher under
25. contract who applies for a vacancy and is not appointed
26. to the new position may discuss the reasons for the
27. Board's action with his principal, Superintendent or
28. designee.

29. 25.2. All appointments to vacancies shall be made without
30. discrimination as to age, race, creed, color, religion, national
31. origin, sex or marital status.

32. 25.3. Vacancies shall be filled by the Board on the basis of
33. the best qualified person available, provided, however, that where two
34. or more candidates' qualifications are substantially equivalent,
35. preference shall be given to the teacher employed by the Board. The
36. decision of the Board hereunder shall be final.

37. 25.4. Teachers who wish to be notified of any vacancies
38. occurring during the summer may leave their name, mailing and cable
39. address, and telephone number with the Superintendent. The adminis-
40. tration shall send a notice of vacancy to all teachers exercising
41. such option. Application from such teachers must be received by the
42. Superintendent or designee within ten (10) days of the postmark date
43. of the vacancy notice.

44. 25.5. Vacancies in the extra-curricular schedule shall be filled
45. as above.

1. ARTICLE XXVI. INSURANCE PROTECTION

2. 26.1. The Board agrees to provide, beginning 1969-70 School Year,
3. health insurance coverage and pay the full employee premium for each
4. teacher.

5. 26.2. For the period of employment the Board shall provide
6. employee coverage as detailed in the group health insurance contract
7. held with New Jersey Blue Cross and Blue Shield, including benefits
8. received under Rider J.

9. 26.3. For the period of employment the Board shall provide for
10. Major Medical coverage as contracted with Prudential Insurance Company
11. and pay the necessary premiums, including family membership.

12. 26.4. The Board shall provide each teacher, beginning 1969-70
13. School Year, with a clear description of the conditions and limits of
14. coverage for all insurance contracts applicable to the teacher.

1. ARTICLE XXVII. JOINT STUDY COMMITTEE

2. 27.1. In accordance with the authority set forth in Article IV.,
3. paragraph 4.10, a joint study committee or committees, which shall
4. consist of representatives from the Board and from the Association,
5. may be created to investigate and study the following areas of interest
6. in the School District:

7. A. Teaching hours and work load

8. B. Class sizes

9. C. Support personnel and specialists

10. D. Teacher evaluation

11. E. Any other mutually agreed upon area of concern

12. 27.2. Each joint study committee shall adopt its own procedures.

13. 27.3. Upon completion of the study in each area, the joint study
14. committee shall prepare a written report indicating findings of fact,
15. opinions of each committee member and recommendations, if any. The
16. said report shall be submitted to the Board and the Association and
17. shall not be made available for public consumption without the joint
18. written approval of the Board and the Association.

19. 27.4. Nothing herein contained shall be construed to indicate
20. an intent on the part of the Board or the Association to consider the
21. committee recommendations as negotiable or subject to grievance, nor
22. shall the recommendation of the joint study committee be binding upon
23. the Board or the Association or be conclusive.

1. ARTICLE XXVIII. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

2. 28.1. The parties recognize that in our rapidly changing
3. society teachers must constantly review curriculum content, teaching
4. methods, learning patterns, student evaluation techniques, educational
5. philosophy and goals, social change, society values, and other topics
6. related to the total educational scene.

7. 28.2. The Board recognizes that it shares with its professional
8. staff the responsibility for continuously upgrading and updating teacher
9. performance and attitudes and therefore, agrees to consult with the
10. principals and Association in:

11. A. Establishing workshops, conferences, programs, and
12. visitations for teachers during school hours.

13. B. Establishing after school inservice courses, workshops,
14. conferences and programs designed to improve the
15. quality of instruction.

16. 28.3. The Board agrees to pay twenty-five (25) dollars per credit
17. for Board approved graduate courses. Payment is made after submission
18. of an official transcript indicating satisfactory completion of the work.

19. 28.4. Within the financial limitations of the 1969-70 budget
20. the Board agrees to continue the School Improvement Fellowship program.

21. 28.5. The Board, within budget limitations, will pay the reason-
22. able expenses, including fees, meals, lodging, and/or transportation
23. incurred by administrators and teachers who attend local and out of
24. town workshops, seminars, conferences or other professional improvement
25. sessions at the request and/or with advance approval of their immediate
26. supervisor and the Superintendent.

1. ARTICLE XXIX. BOARD'S RIGHTS AND RESPONSIBILITY

2. 29.1. The Board on its own behalf and on behalf of the
3. electors of the Borough of Glen Ridge, hereby retains and reserves
4. unto itself all powers, rights, authority, duties, and responsibilities
5. conferred upon and vested in it by the laws and constitution of the
6. State of New Jersey. The exercise of these powers, rights, authority,
7. duties, and responsibilities by the Board and the adoption of such
8. rules, regulations and policies as it may deem necessary, shall be
9. limited only by the specific and express terms of the Agreement. How-
10. ever, the Board reserves the right to adopt such policies not in
11. conflict with the terms of this Agreement.

12. 29.2. The Board will continue to accept its responsibility
13. to give all reasonable support and assistance to teachers with respect
14. to the maintenance of control and discipline in the classroom and
15. school.

16. 29.3. The Board will continue to accept its responsibility to
17. encourage and provide teachers the opportunity to express their pro-
18. fessional opinion. The Association shall be given a reasonable oppor-
19. tunity to submit its own written suggestions on any new or proposed
20. policy changes directly affecting teachers' welfare or teaching
21. conditions.

1. ARTICLE XXX. PROFESSIONAL COMPENSATION

2. 30.1. The basic salary schedule for all persons covered by
3. this Agreement is set forth in Appendix "A" which is attached and
4. incorporated in this Agreement. Such salary schedule shall remain
5. in effect during the term of this Agreement.

6. 30.2. Extra-curricular duties shall be compensated according
7. to the schedule in Appendix "B" which is attached and made a part
8. hereof.

1. ARTICLE XXXI. CODE OF ETHICS

2. 31.1. The Board, administration and teachers agree that to
3. provide the most effective climate for the District's students there
4. must be close and effective communication, understanding, and coopera-
5. tion among all parties, that a continuous and open dialogue must be
6. maintained, and that all teachers, administrators, and Board members
7. must at all times possess and exemplify the highest of professional
8. and ethical standards.

9. 31.2. As a partial guide the Board, administration and
10. Association subscribe to the Code of Ethics as set forth in Appendix "C"
11. which is attached and incorporated in this Agreement.

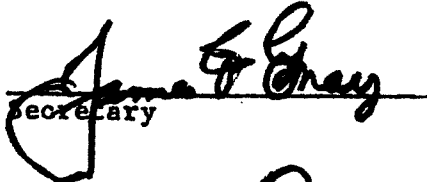
ARTICLE XXXII. EFFECTIVE DATES AND DURATION

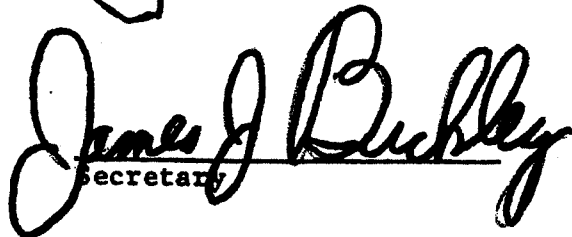
32.1. The provisions of this Agreement which do not require expenditure of School District funds shall be effective as of the date of this Agreement. The provisions of this Agreement regarding salary schedules and increases and expenditures of Board funds shall be effective July 1, 1969. All other provisions of this Agreement shall become effective when signed.

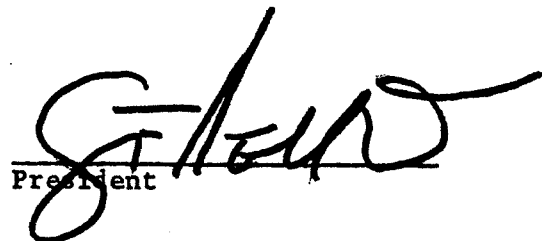
32.2. This Agreement shall remain in full force and effect until December 1, 1969, at which time it shall terminate unless the Association and the Board agree to extend or amend the Agreement.

IN WITNESS WHEREOF the said GLEN RIDGE EDUCATION ASSOCIATION has caused these presents to be signed and sealed by its President, and attested to by its Secretary, and the BOARD OF EDUCATION OF THE BOROUGH OF GLEN RIDGE has caused these presents to be signed by its President, and its seal to be hereunto affixed and attested by its Secretary, on the day and year first above written.

ATTEST:


Secretary


Secretary


President


President

Appendix "C"

THE CODE OF ETHICS OF THE EDUCATION PROFESSION

Preamble

We, the professional educators of the Glen Ridge Public Schools and the Members of the Board of Education of Glen Ridge affirm our belief in the dignity and worth of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

Principle I

Commitment to the Student

We measure success by the progress of each student toward the achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy personal goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we --

1. Deal justly and considerately with all students regardless of race, color, creed, sex, national origin, and academic potential.
2. Encourage the student to study varying points of view and respect his right to form his own judgment and express his views.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.

9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experience.

10. Seek constantly to improve learning facilities and opportunities for all students.

Principle II

Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we --

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to act as its spokesman for its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within the school district and make known any serious deficiencies, including recommendations for any action deemed necessary and proper to correct the deficiencies.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulations.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringements.

Principle III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the community, the nation, and its citizens. We therefore exert every effort to raise educational standards, to improve

our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we --

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
4. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
5. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
6. Keep the trust under which confidential information is exchanged.
7. Make appropriate use of time granted for professional purposes.
8. Interpret and use the writings of others and the findings of educational research with intellectual honesty.
9. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
10. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
11. Respond accurately to reference requests of colleagues seeking professional positions.
12. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

Principle IV

Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals

of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we - -

1. Apply for or offer a position on the basis of professional and legal qualifications.

2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.

3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.

4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.

5. Give prompt notice of any change in availability of service, in status of applications, or in change of position.

6. Conduct professional business through the recognized educational and professional channels.

7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.

8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.