4-0217

# AGREEMENT

between

GLEN RIDGE BOARD OF EDUCATION

and

GLEN RIDGE EDUCATION ASSOCIATION

1970

# GLEN RIDGE, NEW JERSEY, AGREEMENT

# TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	. 1
I.	Recognition	2
II.	Definitions	3
III.	General	1 2 3 4 5 7
IV.	Negotiations Procedure	इ
٧.	Grievance Procedure	7
VI.	School Calendar	าว
VII.	Teacher Evaluation	12
VIII.	Teacher Aides	14
IX.	Substitute Teachers	<u> </u>
X.	Summer School	16
XI.	Personal and Academic Freedom	17
XII.		18
XIII.	Dues, Deductions	19
XIV.	Teacher Files	20
XV.	Teacher Transfers	21
XVI.	Leaves of Absence	22
XVII.	Sabbatical Leave	24
XVIII.	Strikes and Sanctions	25
XIX.	Teaching Conditions	26
XX.	Student Discipline	28
XXI.	Teacher Protection	29
XXII.	Teacher Employment, Recruitment and Qualifications	30
XXIII.	Textbooks and Materials	31
XXIV.	Teacher and Association Rights	32
XXV.	Vacancies	33
XXVI	Insurance Protection	31
XXVII.	Joint Study Committee	35
XVIII.	Professional Development and Educational Improvement	36
IXIX.	Board's Rights and Responsibility	37
IXX.	Professional Compensation	32 33 34 35 36 37 38
XXXI.	Code of Ethics	39
XXXII.	Effective Dates and Duration	140

Appendix "A" - Annual Salary Guide

Appendix "B" - Extra Compensation

Appendix "C" - Code of Ethics of the Education Profession

GLEN RIDGE, NEW JERSEY,

### AGREEMENT

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

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

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

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

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

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

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

### ARTICLE I. RECOGNITION

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- 1.1. The Board recognizes the Association as the representative for collective negotiations concerning the term and conditions of employment for all members of the professional staff of the school district of the Borough of Glen Ridge except the following:
  - A. Superintendent
  - B. Assistant Superintendent
  - C. Directors
  - D. Principals
  - E. Assistant Principals
  - F. Any personnel having the power to hire, discharge, discipline, or the effectively recommend the same. It is understood that coordinators shall be members of the Association until September 1, 1969, because of special circumstances and their membership shall not be deemed to be a precedent for future contracts.
- 1.2. The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as such exclusive representative until December 1st, 1969, and for such additional periods of time as its recognition may be extended under procedures approved by the Board and the Association.
- 22. 1.3. All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

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

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- 2.2. The term "Board" as used in this agreement shall mean the Board of Education of the Borough of Glen Ridge, Essex County, State of 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 n. 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. 16. facilities, and general working conditions. The teacher welfare committee shall explore and prepare action programs for securing 17. satisfactory personnel policies and procedures for the redress of grievances and shall advise the Executive Council of censure, suspension 18. 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, Borough of Glen Ridge, Essex County, State of New Jersey.
  - 2.7. The term "School year" as used in this Agreement shall mean the period of time when pupils are in attendance, orientation days, and any other days on which teachers' attendance is required.
    - 2.8. The term "Extra-Curricular" services shall mean all those services for which teachers are responsible to the administration, and are in excess of teaching and professionally related duties and may be 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.

### ARTICLE III. GENERAL

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- 3.1. The Board shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, age or membership in any teacher organization.
  - 3.2. The Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age or marital status, and to represent equally all teachers without 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 and assist the Association or to refrain from such activity.
- 12.
  3.4. This Agreement constitutes Board Policy for those items
  included and for the term of said Agreement. The Board and Association
  will carry out the commitments contained herein and give them full force
  and effect.
- 16.
  17. Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 20. This Agreement shall be governed and construed according to the Constitution and Laws of the State of New Jersey and, if any provision of this Agreement shall be found to be contrary to any such law and therefore invalid, all other provisions of this Agreement shall continue in full force and effect.
- 24. 3.7. In case of any direct conflict between the express provisions of the Agreement and any Board or Association policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

### 1. ARTICLE IV. NEGOTIATIONS PROCEDURE

- 4.1. (Revised 3/30/70) The parties agree to begin collective
  2. negotiations over each successor agreement in accordance with Public Law
  3. 303, L 1968, not later than May first and said negotiations shall terminate
  4. no later than January second, unless otherwise extended by mutual consent.
- 4.2. It is recognized that the best interest of public education
  6. will be served by establishing communication procedures to provide a method
  7. for Board and representatives of the Board and representatives of the
  8. Association to discuss future contracts. To this end, free and open exchange
  9. of ideas is desirable and necessary.
- 10. 4.3. The Association recognizes that the legal responsibility is 11. vested in the Board and further recognizes that ultimate policy established 12. by law must be decided by the Board. The Board recognizes the Association 13. as the representative of the professional staff for the purpose of discussions 14. and participation in matters of mutual concernant of implementing P.L. 1941 15. c. 100 as amended July, 1968.
- 16. 4.4 A committee known as the Negotiating Committee shall be formed 17. consisting of three (3) representatives of the Association duly designated 18. by the Association and three (3) representatives of the Board or their 19. designees, and the Superintendent and/or his designee. The Superintendent 20. will arrange for the committee meeting at a time and place agreeable to 21. both parties.
- 22. 4.5. At each meeting of the Negotiating Committee, the Committee 23. shall select a chairman who shall preside at the meeting and provide for 24. a recording secretary who shall keep an accurate record of the proceedings 25. of all meetings. A copy of the record shall be placed on file in the office 26. of the Board and with the Association.
- 27. 4.6. The parties agree that during the period of negotiations and 28. prior to reaching an agreement, the proceedings of the negotiations shall 29. remain confidential and releases to news media and any public group shall 30. be made only as agreed jointly.
- 31. 4.7. Either party may, if it so desires, utilize the services of 32. outside consultants and may call upon professional and lay representatives 33. to assist in the negotiations, all costs to be borne by the party requesting 34. the services.
- 35. 4.8. At least fourteen (14) calendar days prior to release to the 36. public by the Board, the Board will provide the Association with the 37. preliminary proposed budget and narrative explanation for the next fiscal 38. year. Any preliminary worksheets affecting teachers' salary or teaching 39. conditions shall be available to the Association. The Association then 40. shall have an opportunity to submit recommendations.

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

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

### ARTICLE V. GRIEVANCE PROCEDURE

### DEFINITIONS

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- 3. 5.1. A "grievance" shall mean a complaint by a teacher or group h. of teachers, relating to the application of, or interpretation of, any of the provisions of this Agreement except the following shall not be the basis of any grievances:
  - A. The method of review as prescribed by law;
- 8. B. Any matter where the Board is without authority 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 procedure 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. \*\*ay be appropriate at any level of the procedure.
- 5.5. Nothing contained herein will be construed as limiting the right of any teachers having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this agreement.

### GENERAL PROVISIONS

- 31. 5.6. It shall be the general practice of all parties of interest to process grievances during times when they to not interfere with assigned duties.
- 34. 5.7. Any teacher shall also have the right to be represented at all stages of the grievance procedure by himself, or at his option, by the 36. Association's representative.
- 5.8. Individual employees shall also have the right to be heard
  by the Board after they have exhausted the procedure outlined in this
  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 Association 2. and the aggrieved person may seek independent advice to assist them in reaching an agreement. All information previously gathered shall be made 4. available to the advisors so obtained.

### TIME LIMITS

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- 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 time prescribed in ARTICLE V shall constitute a waiver of that grievance.
- 11. 5.11. (Revised 3/30/70) If a teacher does not file a grievance in writing within twenty-five (25) school days after he knew or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered as waived.
- 15. 5.12. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 18. 5.13. If a grievance is filed which might not be finally resolved 19. at LEVEL THREE under the time limits set forth herein prior to the end 20. of the school year, and which, if left unresolved until the beginning 21. of the following school year, could result in irreparable harm to a 22. party in interest, the time limits set forth herein will be reduced so 23. that the grievance procedure may be concluded prior to the end of the 24. school year, or as soon thereafter as is practicable.

### 25. PROCEDURE

# 26. <u>Informal Procedure</u>

- 27. 5.14. If a teacher feels that he may have a grievance, he may 28. first discuss the matter with his principal or other appropriate 29. administrator in an effort to resolve the problem informally.
- 30. 5.15. If the teacher is not satisfied with such disposition 31. of the matter, he shall have the right to have the Association representative 32. assist him in further efforts to resolve the problem informally with the principal or other appropriate administrator.

# 34. <u>Level One</u>

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

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

### Level Two

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- 5.18. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association and the Superintandent and may request the Association to represent him from Steps two (2) through five (5).
- 12. 5.19. The Superintendent, or his designee, will represent the list Board at Level Two of the grievance procedure and, within five (5) list school days after receipt of the written grievance; will meet with 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 his written decision to the aggrieved person, with a copy to the 19. Association.

### Level Three

- 5.21. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may submit a written request within ten (10) school days of the receipt of the written decision under Level Two, to the Superintendent and the Association for a meeting with the Board's personnel committee and representatives of the Association to discuss the aggrieved person's complaint. The written request under Level Three shall specifically describe the points at issue and the reasons for the aggrieved person's dissatisfaction with the decisions rendered at Level One and Level Two.
- 5.22. Within five (5) school days upon receipt of the aggrieved person's written request, the Board's personnel committee, the Association, and the Superintendent shall meet to discuss the complaint and every effort shall be made to arrive at a satisfactory solution of the problem, including recommendations to the Board for courses of action to be taken. The Board's personnel committee, the Association, and the Superintendent shall submit to the Board a written summary of the problem and any recommendations for courses of action. The Board's decision shall be rendered in writing to the aggrieved person within ten (10) school days, copies of the decision being forwarded to the Association.

### Level Four

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

- within five (5) days after receipt of the Board's decision under
   Level Three. The Welfare Committee of the Association shall review
   the aggrieved person's request for arbitration and shall render its
   decision in writing to the Board and to the aggrieved person within
   ten (10) days of the date of the submission of the request.
  - 5.24. If the Welfare Board recommends that the matter be submitted to arbitration, the issue shall proceed to arbitration as provided for hereunder. If the Welfare Committee does not recommend that the matter proceed to arbitration, the decision of the Board under Level Three shall be final.

### Level Five

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- 5.25. If the Welfare Committee of the Association determines that the grievance submitted by the aggrieved person under Level Four is meritorious and recommends that the grievance be submitted to arbitration, the Board and the Welfare Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, the issue shall be settled by arbitration by a Board of three arbitrators, one of whom shall be selected by the Board, one by the Association, and these two arbitrators shall choose a third member. In the event of the inability of the two arbitrators to agree upon a third member, the procedure laid down in the New Jersey Arbitration Act (New Jersey Revised Statutes 2A:24-1 et seq and particularly 2A: 2h-5) regarding the selection of arbitrators shall apply.
- 5.26. The arbitrator or Board of Arbitrators selected under the foregoing procedures shall confer with the representatives of the Board and the Welfare Committee and hold hearings promptly. The decision of the arbitrator shall be rendered in writing to the Board and Welfare Committee of the Association within twenty (20) days from the date of the listed hearing date, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator or Board of Arbitrators shall be final. Neither the Board nor the Association shall be compelled to do any act pursuant to the arbitration decision prohibited by law or contrary to the laws of the State of New Jersey or in violation of the terms of this agreement.
- 5.27. The cost for the service of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### ARTICLE VI. SCHOOL CALENDAR

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

### ARTICLE VII. TEACHER EVALUATION

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- 7.1. Teachers have the right to adequate and constructive supervision by the Principals, Superintendent, Assistant Superintendent, Directors, and/or subject coordinators.
- 7.2. Teachers must be punctual and responsible to their assignments throughout the school year, and when they are not, they are to be notified by their immediate supervisor.
- 7.3. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities.
- 7.4. Teachers shall also be evaluated in the discharge of the teacher's professional responsibilities in "extra-curricular activities" participated in by the teacher. Assignments to an "extra-curricular activity" is subject to renewal each year. Participation in "extra-curricular activities" as defined in this Agreement shall not constitute a valid basis for evaluating a teacher's performance defined in 7.3.
- 7.5. All formal class visits and evaluation reports will be reviewed in a conference between the teacher and the person making the report. All such reports will be signed by the teacher to indicate that he has seen them and discussed them within seven (?) days of the classroom visit. Signing the report in no way indicates agreement with its contents.
  - 7.6. Teachers have the right to prepare comments in regard to class visit or observation report, and these comments shall be attached to all copies of the report.
  - 7.7. Upon request teachers may review the contents of their personal file and make copies of any part of it in the presence of the appropriate administrator or designee.
  - 7.8. In the absence of formal class visits and evaluation reports, or formal notification to the contrary by March 1 or formal entries into the personal file, a tenured teacher may assume that his performance is fully satisfactory and he is eligible for any and all benefits dependent on satisfactory performance.
- 7.9. Any serious complaints regarding a teacher's professional performance made to any member of the Board of Education, Superintendent or the teacher's building principal from any parent, student or other person will be promptly called to the attention of the teacher.
- 37. 7.10. Every effort shall be made by the Administration and supervisory personnel to help the teacher if there is evidence of need for such assistance.
- 40. 7.11. Evidence of unsatisfactory performance shall be brought to the teacher's attention and the teacher shall be given sufficient time for improvement.

1. 2. 3.	7.12. teacher in seperformance:	The elf e	following criteria shall be among those used by the valuation and the administration as a basis for evaluating
4.		Α.	Knowledge of subject matter and students
5.		В.	Ability to communicate with students
6. 7.		C.	Knowledge of materials and techniques pertinent to his field
8. 9.		D.	Knowledge of and rapport with students and the establishing of a good learning climate
10.		E.	Willingness to innovate new ideas and techniques and to use instruction time efficiently
12. 13.		F.	Methods of evaluating students' growth and meeting their individual needs
14. 15.		G.	Ability to adjust to situations (teaching levels and achievement levels of students)
16. 17.	·	н.	Evidence of lesson preparations during and after school day
18.		I.	Effective use of questioning techniques
19.		J.	Exercise of professional judgment
20. 21.	7.13. a teacher:	The	following shall be taken into consideration when evaluating
22.		Α.	The teacher's load
23.		В•	The ability of the students
24. 25.	•	C.	The number of students and number of student contact 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. 31. 32.	to the evaluation teacher's resp	ion conse	vised 3/30/70) Non-tenure teachers shall be entitled to an more prior to any contract recommendations and may respond in writing to the immediate supervisor. A copy of the shall be attached to the evaluation.
34. 35.	7.15. deprived of an	No t	enure teacher will be disciplined or reprimanded or ofessional advantage without good and sufficient reason.

### ARTICLE VIII. TEACHER AIDES

- 2. 8.1. The Board and the Association agree that the teacher's primary responsibility is to teach and that his energy should, to the 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.
- 8.3. To attain the goal of relieving teachers of non-teaching assignments such as supervision of study halls, playgrounds, cafeterias, collection of monies, inventories, and duplicating instructional materials, the Board will, in consultation with the Association, implement a policy of employing teacher aides whenever administratively and financially possible.

### 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 the certification.
- 9.2. The Board and Association agree that the Administration
  should make every effort to insure that substitutes follow the regular
  class routine and assume all responsibilities and duties normally
  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 the educational program within the classroom.
- 12. 9.4. Only under emergency conditions may regular teachers be 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 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.

### ARTICLE X. SUMMER SCHOOL

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- 10.1. In the event the Board determines to maintain a summer school program, the Board agrees to give preference to regularly employed teachers in the district who are qualified for available summer school positions and who have notified the Superintendent of their desire to teach in the summer school program in filling such positions. Whenever two (2) or more teachers apply for the same summer position, the Superintendent shall select the most qualified person for the position based on experience, training, attendance record, quality of teaching performance, and the nature of the group.
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  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 Administration.
- 16. 10.3. Rates for summer school positions will be determined by 17. the Board following notification to and discussion with the Association.

# ARTICLE XI. PERSONAL AND ACADEMIC FREEDOM

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- students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- 11.2. Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom, which permits and encourages students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, productation, and interpretation of facts which stress the interplay of ideas. The teacher has the right to express his point of view provided his students clearly understand that it is his personal opinion and is not to be accepted by them as an authoritative statement. The teacher is responsible for exercising his judgment in selecting for discussion those relevant issues which he may use to be of value consistent with the maturity and understanding of the students is reconsistent.
- pression will observed both to safeguard the legitimate interest of the school to exhibit by appropriate example the objectives of a democratical de
- 11.4. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such a teacher.
- 30. Il.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 con35. 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 commercial exploitation of their professional position.

# ARTICLE XII. TEACHER - BOARD - ADMINISTRATION LIAISON

- 2. 12.1. The Board and Association agree that open lines of communication are necessary to operation of the district and therefore agree that dialogues between the Board and Association representatives 5. may be arranged to discuss items of concern. The parties will cooperate 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 administration of this Agreement and Board policies.

# 1. ARTICLE XIII. DUES, DEDUCTIONS (Revised 3/30/70)

2. 13.1. The Board agrees to deduct from the salaries of its teachers
3. dues for the Glen Ridge Education Association, the Essex County Education
4. Association, the New Jersey Education Association, or the National
5. Education Association, or any one or any combination of such Associations
6. as said teachers individually and voluntaily authorize the Board to deduct.
7. Such deductions shall be made in compliance with Chapter 310, Public Laws
8. of 1967 (NJSA 52:14-15, 9 R) and under rules established by the State
9. Department of Education as set forth in Appendix "D".

### ARTICLE XIV. TEACHER FILES

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- li.l. All materials placed in the permanent personnel files and originating within the School District shall be available to the teacher at his request for inspection.
- 5. lh.2. Material originating within the School District and
  6. which is derogatory to a teacher's conduct, services, character or per7. 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. I4.3. 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. lh.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 employment shall not be subject to this Agreement and, therefore, shall 19. not be available for inspection by the teacher.

### ARTICLE XV. TEACHER TRANSFER

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- 15.1. The best educational program results from the selection of a school faculty which is well balanced in terms of experience, general background, competence and philosophy. Careful consideration will be given to each of the above when filling vacancies.
- 15.2. The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the School District. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.
- 15.3. A change in teaching position from one school to another may be requested by the teacher affected, by the principal of the teacher's school, or may be initiated by the Superintendent and his staff. The recommendation of the Superintendent or his designee is required as well as approval by majority vote of the Board.
- 15.4. Not later than March 1st of each school year, the Superintendent shall have posted in the office of each school, a list of the known vacancies as of that date which will occur during the following school year. The Superintendent will keep the pending vacancies current through periodic revision.
- 15.5. In considering a request for transfer the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interest of the School District.
- 15.6. An involuntary transfer or re-assignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or re-assignment at this meeting, upon the request of the teacher, the Superintendent shall meet with the concerned parties. The teacher may, at his option, 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 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 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 is defined as business which cannot be scheduled at any time other than cegular school hours. It is the intention that this leave shall be for reasons of hardship or other pressing need and not personal convenience. A teacher need not specify his reason for requesting a personal leave, said leave shall be non-cumulative.
- 10. 16.2. <u>Professional</u>. Absence with full pay may be allowed for ll. worthwhile educational experiences, trips involving school business and attendance at Association conferences by the incumbent officers or their designees. Only the principal's advance approval will be required for ll. one-day trips by classroom teachers. The Superintendent's advance approval will be required for over-night and longer trips.
- 16. 16.3 Religious Observance. Members of any religious faith may, 17. in writing, apply to the Superintendent for leave for principal religious 18. holidays not provided in the school calendar where observance is not 19. possible outside school hours and where participation is mandatory. The 20. leave shall be in addition to sick leave, personal business leave or 21. other types of authorized leave and shall be granted to a maximum of 22. three (3) days per year, not accumulative.
- 23. 16.4 Sick Leave. "Sick leave" is defined to mean the absence 24. of any teacher from his or her post of duty because of personal disability 25. due to illness or injury, or because he or she has been excluded from 26. school by the school district's medical authorities on account of a 27. contagious disease or being quarantined for such a disease in his or her 28. immediate household.
- 29. 16.5A. (Revised 3/30/70) Teachers shall be entitled to as many 30. sick leave days each school year as provided by statutory enactment of 31. the State of New Jersey. There shall be no limit to the number of sick 32. leave days accumulated.
- 33. 16.5B. (Inserted 3/30/70) The Board of Education will cooperate 34. in the operation of a sick leave bank. Any qualified member of the bargaining unit may participate in the bank on a voluntary basis. The Board of 36. Education will deposit as an original base a donation of 500 days.
- 37. Each employee enrolling in the bank will donate one day of his sick leave 38. to the bank each year until the bank is built up to a maximum of fifteen 40.
- 41. Additions will be made to the bank at the beginning of each fiscal year 42. according to the above limitations.
- 43. A person withdrawing from membership in the bank will not be able to 44. withdraw the contributed days.

- 1. The first twenty (20) consecutive days of illness or disability will not 2. be covered by the bank, but must be covered by the person's own accumulated 3. sick leave or absence without pay.
- A maximum of one hundred sixty five (165) days each school year can be drawn by one individual from the bank. Days cannot be extended from one school year to the next. Beginning the next school year an individual unable to return from a sick bank leave on the same illness may withdraw 8. from his own accumulated sick leave.
- 9. Persons withdrawing sick leave days from the bank will not have to 10. replace these days except as a regular contributing member to the bank.
- 11. The sick leave bank will be controlled by the Association Welfare Committee.
- 12. Only those teachers who have tenure will be eligible to participate in the 13. sick leave bank.
- 14. The Association will collect authorization cards that must be forwarded to 15. the Board no later than the first (1) day of July.
- 16. Maternity connected absence is specifically excluded from coverage by the 17. sick leave bank.
- 18. 16.6. In the event of absence of a teacher for illness, the Superin19. tendent may, if he has reasonable cause to believe that there is an abuse of
  20. sick leave policy as defined in Subsection 16.4, require, after consultation
  21. with the Welfare Committee of the Association, an examination by an independent
  22. physician, such examination to be at the Board's expense.
- 23. 16.7. Leave Without Pay. Any teacher may upon written request and with the approval of the Superintendent and Board of Education, be granted an unpaid leave for the following reasons: prolonged illness, needed rest accompanied by a physician's certificate, necessities of home, professional improvement when the teacher is not eligible for sabbatical leave, employment as a teacher at a United States military installation abroad, teaching assignment in Peach Corps, or any other activities which would, in the opinion of the Board or the Superintendent, redound to the future benefit of the Glen Ridge School System.
- 31. 16.8. All benefits to which the teacher is entitled at the time of 32. of such leave of absence, including unused accumulated sick leave, shall be 33. restored upon his return, and he will be assigned to the position he held at 34. the time said leave began, if possible, or to a substantially equivalent 35. position.
- 36. 16.9. Requests for such leaves must be received no later than April 37. 1st of the year preceding the school year for which the unpaid leave is 38. requested. In cases of personal emergency the application date may be waived.

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

8. 16.11. Eligibility for a maternity leave requires a minimum of three (3) years continuous employment by the School District immediately prior to the leave request.

11. 16.12. A further extension of absence or a second leave of absence 12. may be granted at the will of the Board upon recommendation of the 13. Superintendent.

14. 16.13. Any female teacher adopting an infant child may receive 15. similar leave which shall commence upon receiving de facto custody of the infant or earlier if necessary to fulfill the requirements for the adoption.

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

### ARTICLE XVII. SABBATICAL LEAVE

- 2. 17.1. Sabbatical leaves of absence are granted for professional improvement upon recommendation of the principal and Superintendent for reasons of value which, in the opinion of the Board, shall render a 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 semester; 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.
- 11.4. Teachers on sabbatical leave of absence will be paid at 15. one-half of their annual salary rate. Upon return, the teachers shall 16. be placed on the appropriate level as though the teacher had not been 17. on leave.
- 18. 17.5. A sabbatical leave of absence may be extended without pay 19. or increment for one additional year by Board approval.
- 20. 17.6. The teacher shall agree to return to employment in the 21. Glen Ridge School District upon termination of the leave of absence for one full year for each half-year of leave. In the event the teacher fails 22. 23. or refuses to return to the Glen Ridge School District for employment as 24. agreed, the teacher shall reimburse the Board for sums paid by the Board 25. to the teacher during the leave of absence. The teacher also agrees to 26. request the office of the Superintendent for approval of any projected 27. change in his plan for professional improvement.
- 28. 17.7. No more than two (2) percent of the teaching staff shall 29. be absent on sabbatical leave at any one time.
- 17.8. A teacher may elect, in lieu of a sabbatical leave after five (5) consecutive years of service in Glen Ridge, to take one, two, or three summers exclusively for study in a planned and a full academic program (full load as determined by the college or university) with a 34. 15% stipend of the annual salary of each successive contractual year for each six week summer period of study. This type of sabbatical leave shall be considered to end at the conclusion of the third summer.
- 37. 17.9. The Board agrees to assume the responsibility for obtaining qualified substitute replacement for all teachers granted leaves from 39. their regular employment.
- 40. 17.10. Subsidy for graduate course credit will not be granted for LL. credits earned while on paid sabbatical leave.

## 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 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.

### ARTICLE XIX. TEACHING CONDITIONS

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- 19.1. The Association and Board agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and an expenditure of time beyond the assigned class periods.
  - 19.2. As a professional, the teacher has the right and obligation with the accompanying responsibility to determine the time required to effectively discharge his duties. The administration should not unilaterally extend this time.
  - 19.3. The Board and Association agree that proper implementation of the ungraded philosophy with the accompanying cooperative teaching and multi-age grouping requires definite and uninterrupted preparation time. To ensure that this time is available, the Board and Association will strive for a goal of equal preparation time at the primary, middle school and high school levels.
  - 19.4. It is expected that preparation periods will be used for such things as thorough class preparation, conferences with students, teachers, parents, and administrators, teaching interns, supporting personnel, and special assistance to students individually and/or in small groups, professional reading, writing, and research. The Board and Association agree that an extensive professional and curriculum library should be established as soon as possible.
  - 19.5. All teachers shall be scheduled for a duty-free uninterrupted lunch period of at least thirty (30) minutes.
  - 19.6. (Revised 3/30/70) The proper implementation of the continuous progress, multiage grouping, and flexible learning clusters requires closer and more frequent teacher-student contact and teacher-student-director evaluation and planning periods. Over crowded classrooms and excessive teacher-student contact hours can significantly reduce the effectiveness of the entire educational process and impair the attainment of the objectives and goals of the Glen Ridge Public Schools. The Board and Association therefore agree:
    - A. That a desired teacher-student instructional contact ratio should be (100) one hundred students and that the maximum instructional contact should not exceed (125) one hundred twenty-five students daily.
  - B. (1) That when the specified maximum goal in the subject fields of English, Language, Reading, Mathematics, Sciences and Social Studies exceeds (28) twenty-eight in a specific individual instructional section or exceeds the maximum instructional pupil contact of (125) one hundred twenty-five students daily, within two weeks the teacher and director shall review the situation and determine solutions which may be reduced to writing; except any solution affecting the additional expenditure of funds shall be subject to the approval of the superintendent.

1. B. (2) If agreement cannot be reached between the teachers and director under B (1) above, or if the solution agreed upon 2. 3. requires an additional expenditure of funds, the teacher, director, coordinator and superintendent or his designee, shall 4. 5. review the situation and attempt to reach a mutual agreement 6. to the problem which agreement shall be reduced to writing; except where any solution affects the expenditure of funds, 8. the expenditure of such funds shall be subject to the approval 9. of the superintendent. 10. B. (3) If agreement cannot be reached under B (2) above, the 11. teacher may file a grievance at level two of the grievance 12. procedure under ARTICLE V of the Agreement. 13. C. The above standards are subject to modification for special 14. subject areas and experimental situations provided that discussion 15. is held and agreement reached with the teachers involved. 16. D. That all efforts will be made to correct the present imbalance by September 1970 and the Board shall include within the 1970-71 17. 18. budget, subject to the approval of the voters, the necessary 19. contingency funds to provide for increase in enrollment and 20. schedule conflicts that may arise after budget adoption. 21. 19.7. In an attempt to achieve realistic instructional 22. groups the Board agrees to consult with the teacher, subject 23. area coordinator, and building principal regarding differentiating the curriculum, staffing requirements, and utilization of support 24. 25. personnel. 26. 19.8. Teachers should not be required to teach in more 27. than two (2) major subject fields and prepare lessons for more 28. than three (3) different subject fields except in the primary 29. schools where clustering of subjects may vary according to the 30. organizational patterns. The Board and Association agree the 31. fewer subjects required of a teacher for preparation can 32. enhance the quality provided the teacher concentrates his 33. energies on the fullest development of the limited subjects. 34. Nothing contained in this section excludes the necessity of 35. a teacher to plan and prepare for sufficient differentiation 36. of materials, content, and goals for each class in order to 37. properly provide for the differences in individual student ability, rate and method of learning and achievement. 38. 39. 19.9. To the extent feasible in existing buildings, the 40. Board will provide: ш. A. Space in each classroom which teachers may 12. use for storing instructional materials and supplies 43. B. An appropriately furnished room to be used as ш. a faculty lounge. 45. C. Teacher workroom containing adequate equipment 46. and supplies to aid in preparation of instructional 47. materials. 48. D. A telephone in each school which may be used by 49. teachers for local and emergency calls.

1. 2. 3. 4.	E. A serviceable desk, chair, and filing cabinet for exclusive use of each teacher. This equipment is not necessarily located in the classroom.
5. 6.	F. Teacher manuals of all texts used by the teachers, including a dictionary.
7. 8. 9. 10. 11. 12.	19.10. Teachers shall be notified of their tentative program schedule and level assignment for the ensuing year as soon as the master schedule is prepared, or no later than June 1st. In addition, they will be notified of any change in their tentative program, schedule, and assignment level for the ensuing year, including the school to which they will be assigned, as soon as administratively practicable.
14. 15. 16. 17. 18. 19.	10.11. In the event it becomes necessary during the school year to assign a teacher to an additional teaching period in place of a study hall period, or in the event a teacher requests such assignment, the administration shall discuss the change in advance with the teacher. Such change shall be voluntary and confirmed in writing. Copies of the change in assignment are to to forwarded to the Welfare Committee.

### ARTICLE XX. STUDENT DISCIPLINE

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- 20.1. Student discipline is the mutual responsibility of both teachers and administrators in all school areas.
  - 20.2. Student discipline in the classroom or during student activities shall be the responsibility of the teacher in charge. However, serious disciplinary infractions and disruptive students whose behavior does not respond to a teacher's disciplinary actions, or the student whom the teacher can no longer control, and whose actions interfere with the learning of other students, shall be referred to the principal or director or his designee.
- 20.3. It shall be the responsibility of the principal or director or his designee to deal with all disciplinary cases referred to him. He will withhold the student from the necessary classes and student activities until the following steps have been taken:
  - A. Teacher and principal or designee will consult and mutually agree to send the student back to class; or
  - B. If they agree not to send the student back, they will consult and meet with the parents and the appropriate agencies.
  - C. Further action shall rest with the administration in consultation with the Child Study Team, and the referring teacher shall be advised of any action taken.
- 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.

### TEACHER PROTECTION ARTICLE XXI.

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- 21.1. Nothing herein contained shall prevent a teacher from using reasonable force as is necessary under the circumstances for self protection or protection of any person or property for which he is responsible as provided by law.
- 21.2. Principals and teachers shall be required to report in writing to the Superintendent or his designee any case of assault on teachers in connection with their employment. The Superintendent shall acknowledge in writing the receipt of such report and shall report this information to the Board of Education. The Superintendent shall inform the teacher immediately of his rights under the law and shall provide such information in a written document.
- 13. 21.3. The Superintendent or designee shall notify the teacher of his readiness to assist the teacher as follows:
  - By obtaining from the police and/or the principal relevant information concerning the involved student or assailants, and
  - B. By acting in other appropriate ways as liaison between 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 6 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.

### ARTICLE IXII. TEACHER EMPLOYMENT, RECRUITMENT AND QUALIFICATIONS

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- 22.1. The Board and the Association recognize their mutual concern to recruit certified candidates within the contents of the New Jersey Education Law and with the view of attaining the most competent people available.
- 22.2. The Board and Association agree that principals, directors, coordinators, and teachers will continue to participate in recruiting, interviewing and making recommendations for the selection of new candidates as well as tenure candidates.
- 22.3. The Board and Association agree that proper placement of all teachers on the salary guide is a major factor in teacher morale. To ensure equitable treatment for all teachers, the following guide-lines will be adhered to:
  - A. Up to ten (10) years of credit on the Teachers'
    Salary Guide may be given for previous outside
    teaching experience in a duly accredited school
    upon initial employment in accordance with the
    provisions of the Teachers' Salary Schedule.
    Additional credit, not to exceed four (4) years
    for military experience or alternative credit
    not to exceed two (2) years for Peace Corps,
    Vista, or National Teachers Corps work and time
    spent on a Fullbright Scholarship shall be
    given upon initial employment. Credit for
    teaching-related experience may be allowed at the
    discretion of the Superintendent and Board of
    Education.
  - B. Teachers with previous teaching experience in the Glen Ridge School District shall upon returning to the district be subject to the same rules and procedure set forth in the above.
  - C. Teachers returning to Glen Ridge will be entitled to all unused sick leave in effect at the time of their resignation or leave.
  - D. Teachers shall be notified of their contract and salary status for the ensuing year no later than March 15, and shall be issued a written contract by April 15, returnable within ten (10) days to the Superintendent's office.

# ARTICLE XXIII. TEXTBOOKS AND MATERIALS

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- 23.1. The Board and Association agree that adequate instructional materials should be provided in sufficient quantities to insure that each student has materials for his own use. They further agree that all text-books and instructional materials at all levels shall be selected so as to best illustrate the cultural diversity and pluralistic nature of the American society in both text and illustrative materials and reflect the most recent authoritative scholarship on the history and contributions of the various racial, ethnic and religious groups as they are represented in America.
- 23.2. Prior to changing textbooks or selecting new multiple references, all teachers using the materials shall be given the opportunity to meet and consult with the subject area coordinator and principal regarding the proposed change or selection.

# 23.3. The consultation shall be as follows:

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

### ARTICLE XXIV. TEACHER AND ASSOCIATION RIGHTS

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- 24.1. The Association shall be allowed to use school buildings and rooms for meeting purposes subject to the usual and normal conditions affecting such use as set forth by Board policy for organizations with educational affiliations.
- 24.2. The Association shall have the right, through a member of the executive committee, to distribute by means of teacher mail-boxes and bulletin boards, any announcements, notices, letters, brochures and other written or printed materials that it wishes to pass on to teachers provided that such distribution does not interfere with the normal routine and responsibilities of teachers and is signed by the appropriate officer of the Association. Building principals shall be given a copy of all materials distributed.
- 24.3. The Board agrees, upon written request of the Association, to release to the Association Welfare Committee, information available to the Board concerning the financial resources of the district, tentative budgetary allocation and other pertinent information as will assist the Association to develop accurate and informed proposals concerning salary, working conditions, and all other terms and conditions of professional employment of teachers.
- 24.4. Alleged breaches of discipline shall be promptly reported to the offending teacher and the the Association Welfare Committee. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- 24.5. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the New Jersey School Laws or other applicable laws and regulations. The rights, granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 24.6. It is the responsibility of the Association, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available, if it is felt any such directive or policy is in conflict with the express terms of this Agreement. Neither the Association nor its representatives shall assume Board, administrative or supervisory authority.

## ARTICLE XXV. VACANCIES

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- 25.1. All vacancies caused by death, retirement, discharge, resignation, or by the creation of a new position, shall be filled pursuant to the following procedure:
  - A. A notice clearly setting forth the qualifications, requirements, duties, salary, deadline for submission of application and other pertinent information necessary for the position shall be posted in every school building and a copy sent to the Association.
  - B. Such notices shall be posted as far in advance as practicable and at least ten (10) days before the final date for submission of applications.
  - C. Teachers who desire to apply for any vacancies shall submit their application in writing to the Superintendent or designee within the time limits specified in the notice. Application shall include qualifications for position, transcripts, certification data that is not already contained in the candidate's file, as well as other information requested. The application will remain active until withdrawn by the teacher.
  - D. All teachers who apply and are qualified for such a position shall be interviewed and shall subsequently be notified of the disposition of their application before the appointment is made. Any teacher under contract who applies for a vacancy and is not appointed to the new position may discuss the reasons for the Board's action with his principal, Superintendent or designee.
  - 25.2. All appointments to vacancies shall be made without discrimination as to age, race, creed, color, religion, national origin, sex or marital status.
  - 25.3. Vacancies shall be filled by the Board on the basis of the best qualified person available, provided, however, that where two or more candidates' qualifications are substantially equivalent, preference shall be given to the teacher employed by the Board. The decision of the Board hereunder shall be final.
  - 25.4. Teachers who wish to be notified of any vacancies occurring during the summer may leave their name, mailing and cable address, and telephone number with the Superintendent. The administration shall send a notice of vacancy to all teachers exercising such option. Application from such teachers must be received by the Superintendent or designee within ten (10) days of the postmark date of the vacancy notice.
- 44. 25.5. Vacancies in the extra-curricular schedule shall be filled as above.

#### ARTICLE XXVI. INSURANCE PROTECTION

- 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. (Revised 3/30/70) For the period of employment the Board 6. shall provide employee coverage as detailed in the group health insurance 7. contract held with New Jersey Blue Cross and Blue Shield, including 8. benefits received under Rider J plus 50% of the difference between 9. individual coverage and full family coverage.
- 10. 26.3. For the period of employment the Board shall provide for 11. Major Medical coverage as contracted with Prudential Insurance Company 12. and pay the necessary premiums, including family membership.
- 14. 26.4. The Board shall provide each teacher, beginning 1969-70 school year, with a clear description of the conditions and limits of coverage for all insurance contracts applicable to the teacher.

1.	ARTICLE XXVII. JOINT STUDY COMMITTEE
2. 3. 4. 5. 6.	27.1. In accordance with the authority set forth in Article IV., paragraph 4.10, a joint study committee or committees, which shall consist of representatives from the Board and from the Association, may be created to investigate and study the following areas of interest in the School District:
7.	A. Teaching hours and work lead
8.	B. Class sizes
9•	C. Support personnel and specialists
10.	D. Teacher evaluation
u.	E. Any other mutually agreed upon area of concern
12.	27.2. Each joint study committee shall adopt its own procedures
13. 14. 15. 16. 17.	27.3. Upon completion of the study in each area, the joint study committee shall prepare a written report indicating findings of fact, opinions of each committee member and recommendations, if any. The said report shall be submitted to the Board and the Association and shall not be made available for public consumption without the joint written approval of the Board and the Association.
19. 20. 21. 22.	27.4. Nothing herein contained shall be construed to indicate an intent on the part of the Board or the Association to consider the committee recommendations as negotiable or subject to grievance, nor shall the recommendation of the joint study committee be binding upon the Board or the Association or be conclusive.

# ARTICLE XXVIII. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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- 28.1. The parties recognize that in our rapidly changing society teachers must constantly review curriculum content, teaching methods, learning patterns, student evaluation techniques, educational philosophy and goals, social change, society values, and other topics related to the total educational scene.
- 28.2. The Board recognizes that it shares with its professional staff the responsibility for continuously upgrading and updating teacher performance and attitudes and therefore, agrees to consult with the principals and Association in:
  - A. Establishing workshops, conferences, programs, and visitations for teachers during school hours.
    - B. Establishing after school inservice courses, workshops, conferences and programs designed to improve the quality of instruction.
  - 28.3. The Board agrees to pay twenty-five (25) dollars per credit for Board approved graduate courses. Payment is made after submission of an official transcript indicating satisfactory completion of the work.
  - 28.4. Within the financial limitations of the 1969-70 budget the Board agrees to continue the School Improvement Fellowship program.
  - 28.5. TheBoard, within budget limitations, will pay the reasonable expenses, including fees, meals, lodging, and/or transportation incurred by administrators and teachers who attend local and out of town workships, seminars, conferences or other professional improvement sessions at the request and/or with advance approval of their immediate supervisor and the Superintendent.
- 27. 28.6. (Added 3/30/70) Teachers must notify the Board of Education, through the Superintendent, in writing, any anticipated changes in salary level by November 1 of the year preceding the contract in which that level change becomes effective it will be coupled with only one change in Step during the first contract.

## ARTICLE XXIX. BOARD'S MIGHTS AND RESPONSIBILITY

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- 29.1. The Board on its own behalf and on behalf of the electors of the Borough of Glen Ridge, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of the Agreement. However, the Board reserves the right to adopt such policies not in conflict with the terms of this Agreement.
- 29.2. The Board will continue to accept its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and school.
- 29.3. The Board will continue to accept its responsibility to encourage and provide teachers the opportunity to express their professional opinion. The Association shall be given a reasonable opportunity to submit its own written suggestions on any new or proposed policy changes directly affecting teachers' welfare or teaching conditions.

## 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 incorporated in this Agreement. Such salary schedule shall remain 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.

## ARTICLE XXXI. CODE OF ETHICS

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- 31.1. The Board, administration and teachers agree that to provide the most effective climate for the District's students there must be close and effective communication, understanding, and cooperation among all parties, that a continuous and open dialogue must be maintained, and that all teachers, administrators, and Board members must at all times possess and exemplify the highest of professional 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" ll. which is attached and incorporated in this Agreement.

#### 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.
  - h. 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.