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AGREEMENT

between

The Glen Rock
Board of Education

and

The Glen Rock
Education Association

covering the periods

X/1983-1986

LIBRARY
Institute of Management and
Labor Relations

NOV 15 1983

RUTGERS UNIVERSITY

X July 1, 1983 - June 30, 1986

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the GLEN ROCK BOARD OF EDUCATION (hereinafter referred to as the "Board") and the GLEN ROCK EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I

PRINCIPLES

Section 1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of those employees (hereinafter referred to as "Employees") of the Board set forth in Appendix "A" attached hereto and made a part hereof.

Section 2. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 3. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof except as it may be changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE 2

RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations on terms and conditions of employment on behalf of the Employees as set forth in Appendix "A" attached hereto and made a part hereof.

The parties recognize that there is currently pending before the P.E.R.C. a petition to merge the G.R.A.S.S. bargaining unit into the G.R.E.A. Should this petition result in a merger of units, the G.R.E.A. will honor and assume the terms and conditions of employment contained under the Agreement between the Board of Education and the G.R.A.S.S. for its duration. Any successor negotiations to that Agreement shall result in a reopening of this Agreement only to the extent necessary to include the terms and conditions for G.R.A.S.S. employees, but shall not constitute a re-opener for negotiations regarding the G.R.E.A. Should P.E.R.C. determine that the two existing units shall not be merged, then this Agreement shall not be implicated in any future negotiations regarding the G.R.A.S.S.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. Definitions.

1.1 "Grievance" shall mean a claim by an Employee or group of Employees that there has been an improper administrative decision with respect to the meaning, interpretation or application of this Agreement, Board of Education policies, or established administrative procedures affecting the negotiable terms and conditions of employment of the person(s) making the claim.

1.2 A grievance shall not apply when the contract of a non-tenured Employee is not renewed, nor shall the grievance procedure be invoked by a tenured Employee against whom charges have been brought pursuant to the provisions of the Tenure Employees Hearing Law with respect to the issues on which such charges have been made.

1.3 Employee shall mean any regularly contracted Employee of the Board as set forth in Appendix "A". As hereinafter used, the term "Employee" shall also include "group of Employees" and the singular shall include the plural.

1.4 Representative shall mean a person or persons of the Employee's choice designated in writing by the Employee to the Employee's administrator or the Superintendent.

1.5 School day, for purposes of grievance, shall mean a day in which the central office is open to transact business.

Section 2. General Provisions.

2.1 It is the intent of these procedures to provide for the fair and orderly settlement of differences.

2.2 An Employee shall have the right to present a complaint in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

2.3 An Employee shall have the right to be represented at any stage of the procedures by persons of the Employee's own choice.

2.4 Each party shall have access to all pertinent documents.

2.5 All hearings shall be confidential.

2.6 At each step of the procedures, if differences are not resolved within the prescribed time, the Employee has the right to move directly to the next stage unless time limits are extended by mutual agreement.

2.7 The function of these procedures is to assure equitable and proper treatment under this Agreement and existing laws, rules, regulations and policies which relate to or affect the Employee's terms and conditions of employment. These procedures are not designed to be used for changing such policies and regulations or establishing new ones.

2.8 If in the judgement of the involved individuals and the Association a grievance can be consolidated, a class action grievance may be instituted.

2.81 Such action shall be instituted at the lowest possible level of the grievance procedure where solution is possible, but never higher than at the Superintendent's level.

2.82 Such grievance must be filed at the appropriate level within one calendar month of the time the Employee knew or should have known of the event.

2.83 The Superintendent, in all instances, shall retain the right to require the grievance be started at the initial level.

Section 3. Initial Procedure.

3.1 Any Employee who has a grievance shall initiate the complaint by setting forth the grievance in writing, stating the nature of the grievance and the relief sought. The written grievance must be filed with the Employee's principal or, in the case of Child Study Team members, with the Director of Special Services, within one calendar month of the time the Employee knew or should have known of the event.

3.2 The administrator shall render a determination on the grievance in writing and forward copies to the Employee and to all parties in interest within five (5) school days after receiving the written grievance statement.

3.3 If the matter is not satisfactorily resolved at this stage, the Employee may proceed to the next stage.

Section 4. Appeal to the Superintendent.

4.1 The Employee shall initiate this stage by making a written request to the Superintendent of Schools for review and determination. Such request shall be made within five (5) school days after a determination has been rendered at the preceding stage, and shall be accompanied by a copy of the written grievance and determination referred to above.

4.2 The Superintendent shall immediately notify all involved parties of a date, time, and place of a hearing during which oral and written statements may be presented by any party to the grievance. In addition, the Superintendent may question the parties to clarify issues and elicit facts and contentions. Such hearing shall be held within ten (10) school days, during which the Superintendent is present, after receipt of the grievance by the Superintendent.

4.3 Each party shall notify the Superintendent of the names and affiliation of any representative that will be present. This notification must be at least five (5) school days in advance of the hearing. The Superintendent shall notify the other parties involved.

4.4 After all evidence, oral and written, has been presented, the Superintendent shall render a determination within ten (10) school days during which the Superintendent is present. The determination shall be in writing and copies shall be forwarded to all involved parties.

4.5 If the matter is not satisfactorily concluded at this stage, the Employee may proceed to the appeal stage.

Section 5. Appeal to the Board of Education.

5.1 The Employee shall initiate this stage by making a written request to the Board of Education for review and determination within five (5) school days of receiving the final determination by the Superintendent.

5.2 The President of the Board of Education shall request the Superintendent to submit the pertinent documents of the case.

5.3 A hearing shall be held within fifteen (15) school days of the receipt of the appeal by the President of the Board.

5.4 The Employee, the Administrator, the Superintendent and their representatives (if any) shall have the right to be present and to present testimony at such hearing.

5.5 The Board may also require the presence and testimony of any other person it so desires.

5.6 Within fifteen (15) school days after the conclusion of the hearing, the Board shall render a decision in writing to the Employee, which shall be conclusive except as hereinafter provided.

Section 6. Arbitration Stage.

6.1 If not satisfied with the decision of the Board, the Employee may within fifteen (15) school days after receipt of the decision submit the grievance to arbitration through the Association. The Association shall notify the Board in writing of its decision to proceed to arbitration.

6.2 Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6.3 The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date that the final settlements and proofs are submitted to the arbitrator.

6.4 The arbitrator's decision shall be in writing and shall set forth the findings of facts, reasoning and conclusion on the issue submitted. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, adds to, subtracts from or modifies in any way the specific and expressed terms of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented involving the specific grievance.

6.5 The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding only if the grievance alleges a violation of this Agreement. All other grievances shall result in an advisory decision only.

6.6 The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will for the first two arbitrations be borne equally by the Board and the Association. In any additional arbitrations, all such costs will be borne by the Association if the arbitrator upholds the Board's decision and by the Board if the Association's grievance is sustained.

ARTICLE 4

INCREMENT OR ADJUSTMENT

The continuance of Article 4 shall be dependent on a final determination of the scope of negotiations petition presently before the P.E.R.C. Should a final determination result in a finding that all or part of said sections of the 1981-83 Agreement are negotiable, then the parties agree to their reinsertion in the appropriate Articles of this Agreement, and it is agreed that their validity shall be retroactive. Should a final determination result in a finding that all or part of said

sections are non-negotiable, then said sections or parts thereof shall be deleted from this Agreement.

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

Section 2. Any such withholding shall be governed by the provisions of N.J.S.A. 18A:29-1.4 as amended and shall be preceded by the following steps:

2.1 A formal evaluation means a visit, a conference, and a written report. A class day means a day when students are in attendance.

2.2 The Employee will have the benefit of a minimum of one formal evaluation.

2.3 Within five (5) class days after the formal observation, the Employee will be afforded a written report and a conference with the evaluator.

2.4 The report and conference shall include specific recommendations for improvement and warning of impending withholding action if appropriate.

2.5 The Employee shall be given at least thirty (30) class days subsequent to the formal evaluation to correct any deficiencies, after which the Employee shall have the benefit of another formal evaluation.)

2.6 The Employee will be given the opportunity to personally present data simultaneously to the Superintendent and the appropriate principal or central administrative officer. During this presentation, the Employee will be entitled to be accompanied by a person of the Employee's own choosing for advice and/or representation.

2.7 Following such presentation, the Superintendent shall formulate a recommendation pertaining to the withholding and shall reduce it to writing. A copy will be given to the affected) (Employee.

2.8 In the event the Superintendent shall make a recommendation to the Board to deny the increment, the Employee and the Employee's representative shall, upon request, be granted an opportunity to appear before the Board to personally present data in the Employee's own behalf prior to the Board's formal action on the recommendation.

2.9 The Board may pay any such denied increment in any future year as an adjustment increment.

Section 3. Judgements regarding Section 1 and 2 of this article shall be a continuum, not bounded by artificial constraints or calendar.

ARTICLE 5

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. Not later than the date(s) specified in Article 21 below, the Board agrees to enter into negotiations with the Association over a successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and after ratification by the Association and by the Board shall be signed by all the parties.

Section 2. During negotiations the party making the proposals shall submit such proposals in writing to the other party. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call professional and lay representatives to assist in the negotiations.

Section 3. Whenever members of the bargaining units are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations, respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE 6

TEACHER, ASSOCIATION, AND MANAGEMENT RIGHTS

The continuance of Article 6, Section 1, Paragraphs 1.2 and 1.3, shall be dependent on a final determination of the scope of negotiations petition presently before the P.E.R.C. Should a final determination result in a finding that all or part of said sections of the 1981-83 Agreement are negotiable, then the parties agree to their reinsertion in the appropriate Articles of this Agreement, and it is agreed that their validity shall be retroactive. Should a final determination result in a finding that all or part of said sections are non-negotiable, then said sections or parts thereof shall be deleted from this Agreement.

Section 1. Teacher Rights.

1.1 Pursuant to the New Jersey Employer-Employee Relations Act, the Board hereby agrees that every Employee of the Board, as set forth in Appendix "A", shall have the right freely to organize, join, and support the Association and its affiliates, and in concert with fellow members engage in those activities expressly enumerated in said Act or to refrain from any and all such activities.

1.2 No tenured teacher shall be discharged, disciplined or reduced in rank or compensation except through established procedures. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth with the exception of a non-tenured teacher grieving his own discharge and a tenured staff member against whom charges have been brought pursuant to the provisions of the Tenure Employees Hearing Law.

1.3 Prior to recommending to the Board of Education that a teacher be formally reprimanded suspended, or otherwise disciplined (except by the withholding of a salary increment) and/or adjustment, in which case the provisions of Article 4 shall apply), the Superintendent of Schools shall provide an opportunity for the teacher to meet with the Superintendent and appropriate members of the administrative staff to present data. The teacher shall receive prior written notice of the reasons for such meeting and shall be entitled to be accompanied by a person of the teacher's own choosing for advice and/or representation. If such a recommendation is made, the teacher shall, upon request, be granted an opportunity to appear before the Board and shall again be afforded the same rights as detailed above.

Section 2. Association Rights. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact

official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

Section 3. Management Rights.

3.1 The Board retains and reserves unto itself, without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

3.2 The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Board, the adoption of policy, rules, regulations, and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this Agreement and then only to the extent such specific and expressed terms are in conformance with the Constitution and the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

ARTICLE 7

SAVING CLAUSE

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall be null and void. In such event, all other provisions of this Agreement shall continue in effect.

ARTICLE 8

TEACHER FACILITIES

Section 1. Faculty rooms shall be reserved in each building for the exclusive use of Employees except where scheduled use shall be determined by a joint committee of the Faculty Representative or the Representative's designee and an administrator in the affected building.

Section 2. Each Employee shall be provided with a workable desk, chair, and filing cabinet for exclusive use.

Section 3. The Board shall provide at least one public pay telephone in each school building in which members of the Association are assigned.

ARTICLE 9

ASSIGNED AND NON-ASSIGNED TIME

Section 1. Junior-Senior High School.

1.1 Lunch Periods. Each secondary school Employee shall have a duty free lunch period equivalent in length to that of the applicable student lunch period.

1.2 Preparation Time. Each secondary school regular classroom teacher shall, in addition to a lunch period, have daily preparation time in length equivalent to two mods during which the teacher shall perform tasks relating to classroom activities.

1.3 Department Chairman. Department Chairmen shall receive a stipend for their additional duties as Department Chairmen and shall be provided with an average of one period per day to perform supervisory Department Chairman duties. This time limit may be waived with the consent of the Chairman.

1.4 Daily Teaching Load. The daily teaching load in the Junior-Senior High School shall be five periods for all regular teachers with the following exceptions:

- 1.41 Laboratory science teachers shall teach four laboratory classes.
- 1.42 9-12 grade English teachers shall teach four classes and may be assigned to small group instruction for remedial or enrichment purposes during a fifth assigned period.
- 1.43 Laboratory science teachers and English teachers shall not be assigned to study halls or cafeteria duty.
- 1.44 By mutual consent teachers may accept teaching or other assignments in addition to the foregoing.

Section 2. Elementary School.

2.1 Work Week. The work week of elementary school Employees is 36 hours and 40 minutes exclusive of scheduled evening meetings and defined faculty meetings. This time is to be devoted to professional duties and to lunch as defined below:

- 2.11 Instructional-supervisory time shall be 26 hours and 15 minutes per week, which does not include supervision of students prior to the A.M. or P.M. sessions, dismissal of students, activities assigned by the teacher after dismissal nor lunchtime supervision.
- 2.12 During pupil lunch time, an "Elementary School Employee" shall be present at all times to serve in a supervisory capacity. The responsibility for supervision of the lunch program shall be evenly divided among certificated employees assigned to each school, excluding nurses.
- 2.13 No employee shall be asked to serve more than two extra lunch duties in any school year.
- 2.14 All remaining time shall be used for planning, conferencing, preparation, and carrying out the duties and responsibilities of a teacher.

Section 3. System-wide Personnel.

3.1 The work week of system-wide personnel is 36 hours and 40 minutes exclusive of scheduled evening meetings and defined faculty meetings.

- 3.2 This time shall include a daily duty free lunch period of 60 minutes.

Section 4. All Employees.

4.1 Instructional Planning. Teachers will be guided by the Professional Growth Plan section of their evaluation with respect to planning lessons. Teachers who have received satisfactory evaluations shall not be required to submit standardized daily or weekly lesson plans which involve a mandated procedure or form. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed. However, lesson plans shall be kept, shall be open to the principal or other administrators, or department chairman for review on request.

4.2 Meetings.

- 4.21 A full staff meeting shall be defined as one that is designed to include the entire faculty of a school.
- 4.22 Except in cases of emergency, no more than two such meetings may be called in each school each month, and when called shall end not later than seventy-five minutes after appropriate student dismissal times. Such full staff meetings shall not be called on any day immediately preceding a day on which teacher attendance is not required at school, except in cases of emergency.
- 4.23 Meetings of departments, committees, and other similar small segments of the staff may be called on any school day. Whenever practical, meetings shall not be called for a day immediately preceding a day on which teacher attendance is not required.
- 4.24 On any day that an Employee is required as part of regular duties to attend a school function in the evening, the Employee shall not be required to attend any committee or similar meeting after school has closed for pupils; however, the Employee may choose to attend the meeting. If not, the Employee has an obligation to notify the caller of the meeting. Compensated co-curricular duties shall not be included in the above reference to "school function in the evening."

4.3 In-service Training. In-service training sessions when called shall not end later than seventy-five minutes after regular student dismissal.

4.4 School Year. The in-school work year for teachers (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed 186 days and shall be as follows:

- 180 student contact days
- 2 days immediately prior to student attendance in September.
- 2 days immediately after student attendance in June.
- 2 faculty workshop days.

4.5 Emergency Closing. In event of emergency closing of school, the days during which school is closed shall be rescheduled at the Board's discretion either during the spring recess, which had been previously determined by the Board, and/or at the conclusion of the scheduled school year.

ARTICLE 10

TEACHER ASSIGNMENT

Section 1.

1.1 Each presently employed teacher who is rehired shall be given written notice of salary and teaching assignment for the following year no later than one week before the last day of student attendance, and of room assignment no later than one week before the first day of student attendance.

1.2 In the event that changes in such assignments are made, the teacher affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling.

Section 2. When regular classroom teachers in the Junior-Senior High School are required to change subject area teaching stations more than two (2) times during the school day, they shall be notified as soon as possible, and the teacher affected may have the right to a conference with the administrator in charge of scheduling.

Section 3. No teacher shall be required to teach for more than four (4) consecutive hours.

Section 4. All chaperoning on non-school days shall be voluntary.

Section 5. An up-to-date student class enrollment by student name shall be provided for each teacher's own classes by October 15.

Section 6.

6.1 Teaching staff members may volunteer to cover classes for absent colleagues during their preparation periods.

6.2 Teachers who volunteer to cover such periods shall receive remuneration for all such worked periods beyond the second at the hourly summer employment rate per period as set forth in Appendix B, Section 3.2 of this Agreement.

Section 7. Employees doing tutorial work that has been approved by the Superintendent in advance shall receive remuneration at the hourly summer rate set forth in Appendix B, Section 3.2 of the Agreement.

ARTICLE 11

NOTICE OF VACANCIES

Section 1. Prior to seeking applicants for any certificated position, a notice shall be posted in each school and sent to the Association indicating that a vacancy exists.

Section 2. Such notice shall include the title of the position, the qualifications for the position, and the method of determining compensation.

ARTICLE 12

NON-TENURED TEACHER EVALUATION

Section 1. All non-tenured Employees shall be evaluated in accordance with NJSA 18A:27-3.1 et seq.

Section 2. Nothing in this article shall supersede the provision of Article 3 Section 1 of this Agreement.

ARTICLE 13

COMMENDATIONS AND COMPLAINTS

Section 1. Commendations.

1.1 All commendations received shall be placed in the Employee's file.

1.2 The Employee shall be notified of such commendations.

Section 2. Complaint Procedure.

2.1 In the event specific charges are to be brought against a teaching staff member, the specifics of said charges shall be communicated to the Employee in writing by an administrator. Should a hearing be held with respect to such charges, the Employee involved shall be afforded the opportunity to present evidence and to provide such other defenses as may be appropriate. Copies of records of any such hearings are to be placed in the Employee's personnel file and shall be provided to the Employee as well.

2.2 Any complaint which is to be placed in an Employee's personnel file and/or used in an evaluation or a hearing will be shared with the Employee within 30 class days or will not be used. The Employee shall have the right to know the identity of the complainant if such complaint will be used in an evaluation or a hearing.

ARTICLE 14

CONDUCT OF SCHOOLS

Section 1. The teacher membership of the Board-Staff-Policy Council shall consist of not more than four (4) members of the Association to be designated annually by the Association. The Board membership of the Council shall consist of not more than four (4) members of the Board of Education, plus the Superintendent of Schools. Such Board members are to be designated annually by the Board. The Council shall meet at least once each school year for the purpose of reviewing current Board policies directly affecting the members of the Association with the objective of proposing modification or new policies that may be jointly judged appropriate. Either group may initiate such meetings.

Section 2. All written Board policies relating to students and teachers will be furnished to each teacher at the start of the school year. A copy of any such policy adopted during the school year shall be promptly furnished to the Association.

ARTICLE 15

SABBATICAL LEAVE

Section 1. Applications.

An application for such leave shall be recommended by the Superintendent and approved by the Board of Education only when, in their considered judgement, the professional competence of the Employee and the general efficiency of the school system will be benefited.

Section 2. Eligibility.

2.1 Any teacher who has completed seven years of continuous and satisfactory service in the Glen Rock public schools may be granted a sabbatical leave for one year or one semester or one summer for an approved purpose as delineated below.

2.2 After each subsequent period of seven years of satisfactory service, a further sabbatical leave may be granted.

2.3 A one-semester sabbatical shall be counted as a full leave; a full year's sabbatical may not be split between two different school years.

Section 3. Purpose and Obligation.

3.1 The general reasons for sabbatical leave shall include the following:

- 3.11 Study, including residency requirement for graduate degree.
- 3.12 Travel, when associated with subject field.
- 3.13 Research leading toward publication.
- 3.14 Writing for publication, when in subject field.
- 3.15 Other approved purposes.

3.2 Work opportunities, when minor in nature and directly growing out of one of the above purposes, may be approved; however, this article is not intended to provide for the substitution of full time, fully compensated employment in place of the regular professional assignment in Glen Rock.

3.3 The Employee on leave shall make a regular written report to the Superintendent once every two months.

Section 4. Number of Leaves.

Not more than two Employees may be granted a full year's or one-semester sabbatical leave for the same year; no more than two Employees may be granted a summer sabbatical leave for the same year.

Section 5. Application for Leave.

5.1 Applications shall be submitted no earlier than October 1 and no later than the first school day in January of the year preceding the school year for which the leave is requested. No other applications will be considered, except under very unusual circumstances not attributable to the free choice of the applicant.

5.2 The decision of the Board shall be transmitted to each applicant, in writing, not later than March first. An employee granted a leave shall notify the Board of the final decision to take the leave or not, not later than April 15.

5.3 Except for summer sabbaticals, approved leaves shall generally start in September, except that a one-semester leave may begin in February.

Section 6. Status of Tenure and Pension.

The period of sabbatical leave shall count as regular service for the purpose of retirement planning and placement on the salary schedule, and contributions by the Employee to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

Section 7. Salary.

7.1 The salary granted to an Employee on a full year's or one-semester sabbatical leave shall be \$27,500, not to exceed eighty percent (80%) of the salary to which the Employee would be entitled if not on leave, less the regular deductions for taxes, pension, and insurance. The salary granted to an Employee on a summer sabbatical leave shall be \$4,500, not to exceed fifteen percent (15%) of salary.

7.2 Salary shall be paid in accordance with the general time schedule in the Glen Rock school system.

7.3 Employees on sabbatical leave shall not receive compensation from other employers without prior approval of the Superintendent.

Section 8. Subsequent Service.

8.1 As a condition to such leave, the Employee shall enter into a contract to continue in the service of the Glen Rock Board of Education for a period of not less than two years after the expiration of the leave. The Employee may be released from this obligation at the discretion of the Board of Education.

8.2 If an Employee fails to continue in service after such a sabbatical leave, the Employee shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on sabbatical leave that the unperformed part of the two subsequent years of service bears to be the full two years, unless the Employee is incapacitated or has been discharged or has been released from this obligation by the Board.

Section 9. Illness or Accident.

Should the approved sabbatical program be interrupted by serious accident or illness, this fact shall not constitute a breach of the conditions of such leave nor prejudice the Employee against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten days of its occurrence.

Section 10. Forfeiture of Leave.

If the Superintendent learns that an Employee is not fulfilling the purpose for which the sabbatical leave was granted, the Superintendent shall report this fact to the Board of Education, and the Board may terminate the sabbatical after giving the Employee an opportunity to be heard.

Section 11. Physical Examination.

If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that the Employee will be physically able to return to service for the minimum period required by these regulations.

ARTICLE 16

ANTICIPATED DISABILITY LEAVE

Section 1. Any Employee who anticipates absence as a result of disability which will cause the Employee to be temporarily physically incapacitated, such as surgery, pregnancy, or medical treatment requiring confinement, may apply for an "Anticipated Disability Leave." All Employees anticipating such disability shall notify the Superintendent as soon as the disabling condition becomes known.

Section 2. Such a leave of absence may be charged to the Employee's sick leave account.

Section 3. An Employee may choose to continue to work if capable of performing all regularly assigned duties, provided a physician's note is submitted to the Superintendent, indicating the date beyond which the Employee should not work. Should the school physician disagree with this date, the Employee and the Board shall mutually choose a third physician whose medical

opinion shall be binding. Should this prove impossible, a third physician shall be selected by the Bergen County Medical Society. Costs shall be shared equally by the Employee and the Board.

Section 4. The Board shall not be obliged to permit an Employee who has given notice of an anticipated disability to continue in the performance of duties if the Employee's performance has substantially declined since aforementioned notice was given.

Section 5. All sick leave provisions granted under NJSA 18A:30-1 shall be applicable.

Section 6. An Employee requesting an anticipated disability leave shall specify in writing to the Superintendent the anticipated date of return to duty. Before permitting such resumption of duty, the Board may request certification from a physician that the Employee is capable of resuming a full duty schedule.

Section 7. Should the requested dates for the resumption of duties substantially interfere with the educational program, the Board may alter the dates before granting permission to return.

Section 8. The Board may, subject to the provisions of NJSA 18A:30-1, 30-6, 30-7 extend or reduce reasonable periods of time when such considerations are requested in writing by the Employee.

Section 9. The Board is under no obligation to grant or extend such a leave of absence to any non-tenured Employee beyond the end of the contract school year in which the leave is obtained.

Section 10. An Employee shall have the right to apply for a leave without pay for child rearing purposes. Only one parent employed by the school system may be entitled to such a leave. The period for which such leave may be granted will be to the end of the academic year in which the leave is granted and thereafter will be at the discretion of the Board.

ARTICLE 17

TRAVEL REIMBURSEMENT

Section 1.

1.1 Actual and necessary travel expenses incurred by Employees in the discharge of their duties will be reimbursed on a voucher basis if there has been prior approval. Each employee shall keep adequate records including a daily log.

1.2 Any expenses incurred in the use of a personally owned automobile shall be reimbursed at the mileage rate established for federal employees by the General Service Administration. Said rate shall include all automobile expenses except parking and toll charges which may be listed additionally.

Section 2.

2.1 Expenses for other than mileage must be substantiated by receipts whenever possible.

2.2 Each Employee desiring reimbursement shall submit a voucher monthly to the business office.

ARTICLE 18
SALARY POLICY

Section 1. Salary Schedule.

1.1 The salary schedule policy shall be guided by the negotiated Agreement between the GREA and the Board of Education in accordance with the provisions of N.J. Employer-Employee Relations Act.

1.2 Salaries and benefits for all Employees covered by this Agreement shall be set forth in Appendix "B" hereof.

1.3 Employees shall be paid on the 15th and the last school day of the month. However, when a payday falls on or during a school holiday or vacation or a weekend, Employees shall receive their paychecks on the last previous day.

Section 2 Placement.

2.1 Full credit on the salary schedule will be allowed for the first four years of experience. Experience will include teaching, military service up to 4 years and related business employment. For experience above the first four years each additional two years will be computed at the rate of the one step on the salary schedule up to a total of eight steps. The Board reserves the right to exceed these guidelines when it deems appropriate, but not more than two years beyond earned experience. In no instance shall original placement be on any scale other than that determined by education. After initial employment there will be no reevaluation of experience for salary guide placement.

2.2 Placement on the appropriate salary guide level shall take place upon application when eligibility is attained.

2.3 The determination of whether the completion or performance of any particular endeavor meets the specific requirements shall be made by the Superintendent of Schools, and in all instances that decision shall be final.

Section 3. Master's degree or equivalent.

3.1 Master's degree shall mean a conferred master's degree in some field applicable to public elementary or secondary education from an approved college or university.

3.2 Master's equivalency shall mean the satisfactory completion of thirty-four approved credits (thirty for Employees hired prior to July 1, 1983) acquired subsequent to the awarding of the bachelor's degree.

3.3 The credit requirements for master's equivalency shall be distributed as indicated below:

3.31 A minimum of twenty-eight credits (twenty-four for Employees hired prior to July 1, 1983) shall be semester hours in graduate courses from approved universities or colleges.

3.32 A maximum of six credits may be undergraduate semester hours or "workshop" or inservice courses.

3.33 The distribution of courses (graduate, in-service, and undergraduate) shall be as follows:

- 3.331 Subject matter courses directly related to current teaching specialty - a minimum of fourteen (ten for Employees hired prior to July 1, 1983) required.
- 3.332 Professional improvement courses - directly related to the educational process or foundations of education - maximum of twenty semester hour credits permitted.
- 3.333 Personal improvement courses not directly related to current teaching specialty - maximum of ten semester hour credits permitted.

Section 4. BA+15 Level. No new entrants will be permitted on this guide.

Section 5. MA+30.

5.1 Placement of the six year training level shall be granted upon the satisfactory completion of thirty approved credits beyond the conferred master's degree. Such credits shall be exclusive of the requirements for the master's degree.

5.2 The credits shall be distributed as follows:

5.21 A minimum of twenty-four of the thirty credits shall be semester hours in graduate courses from approved universities or colleges.

5.22 A maximum of six of the thirty credits may be undergraduate or "workshop" or inservice courses.

5.23 The distribution of courses (graduate, in-service, and undergraduate) shall be as follows:

5.231 Subject matter courses directly related to current teaching specialty - minimum of ten semester hour credits required; maximum of thirty semester hour credits permitted.

5.232 Professional improvement courses - maximum of twenty semester hour credits permitted.

5.233 Personal improvement courses not directly related to current teaching specialty - maximum of ten semester hour credits permitted.

Section 6. BA+45/MA+15 Level. No new entrants will be permitted on this guide.

Section 7. MA+45 Level.

7.1 Placement on the MA+45 level shall be granted upon the satisfactory completion of forty-five approved credits beyond the master's degree.

7.2 The total number of approved credits shall be distributed in proportion to the distribution formula specified for the six year level (MA+30) by multiplying said numbers by a factor of 1.5.

7.3 Holders of Ph.D. or Ed.D. degrees entitled to payment on MA+45 level, shall be entitled to a differential of \$1,000 annually.

Section 8. Double Use Restriction.

Credits applied to an advanced training level cannot also be used to satisfy provisions of other parts of this Agreement.

Section 9. Professional Recognition Program.

9.1 The professional recognition program is an incentive program designed to give Employees reaching the maximum step on the salary schedule added inducement to continue their professional advancement. Recognition shall consist of an Employee being advanced, at intervals of five years, to steps over and above the current maximum step. Each such step shall amount to an increase of three hundred dollars (\$300) in the basic salary of the Employee receiving recognition.

9.2 Eligibility. An Employee, after having served a minimum of five years at the maximum step on the Glen Rock salary schedule, will be eligible for recognition upon completion of the specified requirements. The requirements for each recognition step are as follows:

- 9.21 Satisfactory completion of three university or college semester credit hours or inservice or workshop credits with prior approval by the administration, and
- 9.22 Satisfactory completion or performance of any one of the following:
 - 9.221 An additional three university or college semester hours, or inservice or workshop credits with prior approval by the administration.
 - 9.222 Travel contributing to the educational and cultural advancement of the Employee, approved by the administration.
 - 9.223 Summer employment contributing to the value of the Employee as an educator and as an individual, with prior approval by the administration.
 - 9.224 Outstanding service to the teaching profession or special acknowledgment and recognition by the profession, such as:
 - Research work.
 - Publication of articles in media approved by the school administration.
 - Special committee work in a professional organization.
 - Holding office in education organizations approved by the administration.
 - 9.225 Unusual service to the community, state, or nation.
 - 9.226 Obtaining a scholarship in connection with professional advancement.

ARTICLE 19

SEPARATION PAY

Section 1. Requirements.

1.1 Upon voluntary termination of employment, any Employee shall be eligible for separation pay if the Employee resigns or retires and has been a teacher in Glen Rock for at least 10 years.

1.2 Separation pay shall be based on accumulated, unused sick leave. For employees hired subsequent to June 30, 1983, separation pay shall be based on unused sick leave accumulated only in Glen Rock.

Section 2. Rate of Payment.

2.1 The Employee shall receive \$50 per day for each day of accumulated unused sick leave.

2.2 The maximum payment upon termination of employment shall be \$7,250 regardless of the number of sick days accumulated.

Section 3. Procedures for Payment.

3.1 Notice of application for separation pay must be given in writing to the Superintendent at least 60 days in advance of the termination date.

3.2 Separation pay shall be paid in the July or January following separation.

3.3 For purposes of calculating separation pay when a contract year is not completed, the Employee shall receive credit for 1 day of sick leave for each month completed prior to separation.

3.4 If an Employee applies for separation pay under the provisions of this article but deceases before payment is made, the payment shall be made to the Employee's estate.

ARTICLE 20

REPRESENTATION FEE

Section 1. Purpose of Fee. If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

Section 2. Amount of Fee. Prior to the beginning of each membership year, the association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

Section 3. Deduction and Transmission of Fee. The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

Section 4. Termination of Employment. If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and promptly forward same to the Association.

Section 5. Mechanics. Except as other wise provided in this Article, the mechanics for the deduction of representation fees and the tranmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Section 6. Indemnification and Save Harmless Provision.

6.1 Liability. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE 21

DURATION

Section 1. As prescribed by law, 120 days prior to election, the Board agrees to enter into negotiations with the Association over a successor Agreement.

Section 2. The provisions of this Agreement shall become effective as of July 1, 1983 and shall remain in full force and effect until June 30, 1986.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers.

GLEN ROCK BOARD OF EDUCATION

GLEN ROCK EDUCATION ASSOCIATION

By William M. Wigde
President

By Celeste Jaffer
President

DATE 5/26/83

APPENDIX "A"

RECOGNITION

Employees covered by this Agreement include properly certificated persons employed under regular contract in the following classifications:

- Classroom teachers
- Nurses
- Librarians
- Social Workers
- Coordinator
- Psychologists
- Supplementary teachers
- Speech therapists
- Specialists
- Remedial instructors
- Department chairmen
- Guidance counselors
- Learning Disabilities Teacher Consultants
- Other non-administrative classifications requiring teacher certification if the person is newly employed subsequent to July 1, 1983.

Excluded are persons who may be employed in the above classifications as per diem substitutes.

APPENDIX "B"

Section 1. Salary Guides

1.1 1983-84 Salary Guide.

Guides for the 1983-84 school year are based on the scattergram dated October 1, 1982.

TEACHER SALARY GUIDES

1983-84

<u>Step</u>	<u>BA</u>	<u>BA+15*</u>	<u>MA or Equiv.</u>	<u>MA+15 BA+45*</u>	<u>MA+30</u>	<u>MA+45</u>
1	15369	--	16867	--	18389	19719
2	16259	--	17787	--	19324	20654
3	17152	--	18707	--	20259	21590
4	18043	--	19627	--	21194	22524
5	18935	--	20547	--	22129	23461
6	19825	--	21468	--	23066	24397
7	20717	--	22389	--	24002	25331
8	21608	--	23309	--	24935	26268
9	22498	--	24231	--	25870	27203
10	23389	--	25152	25723	26806	28138
11	24281	--	26073	26644	27742	29075
12	25172	--	26993	27564	28678	30009
13	26062	--	27913	28484	29612	30945
14	27005	27577	28834	29405	30548	31879
15	--	--	29754	30326	31484	32815
16	--	--	30764	31338	32419	33750
17	--	--	--	--	33496	34828

*No new entrants will be permitted on this guide.

1.2 1984-85 Salary Guide.

Guides for the 1984-85 school year are based on the scattergram dated October 1, 1982.

TEACHER SALARY GUIDES

1984-85

<u>Step</u>	<u>BA</u>	<u>BA+15*</u>	<u>MA or Equiv.</u>	<u>MA+15 BA+45*</u>	<u>MA+30</u>	<u>MA+45</u>
1	16291	--	17879	--	19492	20902
2	17235	--	18854	--	20483	21893
3	18181	--	19829	--	21475	22885
4	19126	--	20805	--	22466	23875
5	20071	--	21780	--	23457	24869
6	21014	--	22756	--	24450	25861
7	21960	--	23732	--	25442	26851
8	22904	--	24708	--	26431	27844
9	23848	--	25685	--	27422	28835
10	24792	--	26661	--	28414	29826
11	25738	--	27637	28243	29407	30819
12	26682	--	28613	29218	30399	31810
13	27626	--	29588	30193	31389	32802
14	28706	29314	30564	31169	32381	33792
15	--	--	31539	32146	33373	34784
16	--	--	32702	33312	34364	35775
17	--	--	--	--	35606	37022

1.3 1985-6 Salary Guide.

Guides for the 1985-86 school year are based on the scattergram dated October 1, 1982.

TEACHER SALARY GUIDES

1985-86

<u>Step</u>	<u>BA</u>	<u>BA+15*</u>	<u>MA or Equiv.</u>	<u>MA+15 BA+45*</u>	<u>MA+30</u>	<u>MA+45</u>
1	17431	--	19131	--	20856	22365
2	18441	--	20174	--	21917	23426
3	19454	--	21217	--	22978	24487
4	20465	--	22261	--	24039	25546
5	21476	--	23305	--	25099	26610
6	22485	--	24349	--	26162	27671
7	23497	--	25393	--	27223	28731
8	24507	--	26438	--	28281	29793
9	25517	--	27483	--	29342	30853
10	26527	--	28527	--	30403	31914
11	27540	--	29572	--	31465	32976
12	28550	--	30616	31263	32527	34037
13	29560	--	31659	32307	33586	35098
14	30715	31366	32703	33351	34648	36157
15	--	--	33747	34396	35709	37219
16	--	--	34991	35644	36769	38279
17	--	--	--	--	38098	39614

Section 2. Total Financial Settlement.

2.1 The total financial settlement is derived by adding the adjustment to the guide, increments and increased medical premiums.

2.2 In any single year no Employee may advance more than one experience step in moving from one guide to another.

Section 3. Salaries for Summer Employment.

3.1 Salaries for Employees on a position that is designated by Board of Education action as a 12-month assignment shall be prorated at 1.15 times the applicable salary to which the Employee would be entitled if employed on a 10-month basis.

3.2 Employees covered by this Agreement who are employed by the Board of Education during the summer shall be compensated for summer employment at an hourly rate as follows:

<u>Years of Teaching Experience</u>	<u>Hourly Rate</u>
0-3 years	\$ 9.25
4-8 years	10.90
9-13 years	13.10
14-18 years	15.30
over 18 years	17.50

3.3 Summer assignments are recognized as being separate contractual jobs and not extensions of the regular academic year employment relationship. All such assignments are, therefore, from year to year and subject each year to modification of time, extension, and personnel reassignment as the needs of the school system dictate.

Section 4. Co-curricular Stipends.

4.1 Co-curricular assignments are recognized as being separate contractual jobs and not extensions of the regular academic year employment relationship. All such assignments are, therefore, from year to year and subject each year to modification of time, extension, and personnel reassignment as the needs of the school system dictate.

4.2 For all co-curricular assignments, qualified volunteers will be sought both within and outside the system, and if found, will be assigned before anyone is involuntarily assigned.

4.3 Stipend Schedule for Athletics.

<u>Category</u>	<u>Position</u>	<u>1983-84</u>	<u>1984-86</u>
A	Director of Athletics	\$2370	\$2559
B	Basketball, Football, Wrestling - Head Coach	2276	2458
	Assistant Coach	1492	1611
C	Baseball, Soccer, Softball, Track, Volleyball - Head Coach	1994	2153
	Varsity Coach	1731	1869
	Assistant	1233	1331
D	Cross Country, Tennis - Varsity Coach	1492	1611
E	Marching Band Director	1212	1308
F	Cheerleading, Head Coach	1114	1203
	Cheerleading, Assistant	546	589
G	Color Guard	546	589
H	Saturday Basketball, 30-hour intramural program, Canteen Director	478	516
	Assistant Canteen Director	451	487

4.4 Stipends for Student Academic Activities Junior-Senior High School

		<u>1983-84</u>	<u>1984-86</u>
a.	Yearbook Advisor	\$1024	\$1105
	Senior High Student Council Advisor	888	959
	Senior Newspaper Advisor	1094	1181
	Literary Magazine Advisor	888	959
	Debating Team	888	959
b.	Yearbook Assistant (business)	615	664
	Junior Student Council Advisor	791	811
	Junior Newspaper Advisor	791	811
	Senior Class Advisor	615	664
c.	Interscholastic competition coaches	410	442
	Physics Team	410	442
	Chemistry Team	410	442
	Biology Team	410	442
	Math League	410	442
d.	Class Advisors, grade 7-11	410	442
e.	Sponsors of school clubs	137	147
	Sponsors of Honor Society	137	147

4.5 Stipends for Dramatics and Music.

a.	Dramatics/Musical Production		
	Director/Producer	957	1033
	Assistant Director	478	516
	Conductor/Orchestra Director	478	516
	Business Manager	137	147
	Scenery	205	221
	Staging	137	147
	Costumes	137	147
b.	Spring Variety Show		
	Director/Producer	306	330
	Assistant Producer	170	183
	Business Manager	69	74
c.	Nights of Drama		
	Director	1094	1181
d.	Special Musical Groups		
	Folk Singers, Girls Trio	205	221
	Special Groups	205	221
	Dance Band	410	442

4.6 Stipends for Supplementary Program Functions.

a.	A.V. Coordinator	820	885
b.	Book Inventory	820	885
c.	Coordinator of Special Science Program	1231	1231

4.7 Elementary Schools. Stipends for Miscellaneous Functions.

	<u>1983-84</u>	<u>1984-86</u>
a. Recreation/Intramurals seasonal	\$ 205	\$ 221
b. Student Council Advisor	137	147
c. Audiovisual Aid Coordinator	137	147
d. Safety Patrol Advisor	137	147

NOTE: The establishment of all co-curricular positions is subject to Board approval.

Section 5. Medical Insurance.

All Employees covered by this Agreement (Appendix "A") are entitled to the following premium payment by the Board of Education in the Public and School Employees Health Benefits Program:

Full premium cost on the individual Employee and
Full premium cost for all dependents.

Section 6. Dental Insurance.

As of the beginning of the 1981-82 school year, the Board shall provide full dental and orthodontic coverage for each employee and family.

Section 7. Tuition Reimbursement.

Employees in a matriculated status taking approved courses toward a Masters or Doctorate degree are entitled to a reimbursement of 75% of tuition costs to a maximum of \$750. Other courses approved by the Superintendent will be reimbursed at the rate of 50% to a maximum of \$500. These rates are per school year and non-accumulative and apply only to Employees taking courses while under contract to the Glen Rock School System. Employees may be reimbursed either under a matriculated or a non-matriculated status, but not both during the same semester or summer session.

Section 8. Differentials.

The salary for each of the following positions shall be determined by adding the specific amount listed below to the salary of the person holding the titled position.

Department Chairman	\$1296
Speech Therapist	259
Special Class Teacher	259
Guidance Counselor	648
Learning Disabilities Teacher Consultant	648
Psychologist	1296
Social Worker	648
Student Activity Advisor	1544
Library Media Specialist	1296
Elementary Unit Leaders	1296
Teacher-in-charge	100

THIS IS THE FINAL PAGE OF THE NEGOTIATED AGREEMENT