

CONTRACT AGREEMENT

1983-1984

SADDLE RIVER EDUCATION ASSOCIATION

AND

SADDLE RIVER BOARD OF EDUCATION

E. (21.30)

x July 1, 1983 - June 30, 1984

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION	1
II NEGOTIATION OF SUCCESSOR AGREEMENT.	1
III GRIEVANCE PROCEDURE	3
IV TEACHING HOURS AND TEACHING LOAD.	8
V LUNCH TIME DUTIES	10
VI TEACHER EVALUATION.	10
VII SICK LEAVE.	11
VIII TEMPORARY LEAVES WITH PAY (WITHIN THE SCHOOL YEAR).	13
IX EXTENDED LEAVES OF ABSENCE WITHOUT PAY FOR TENURE TEACHERS.	13
X SABBATICAL LEAVES	15
XI SALARIES.	17
XII MISCELLANEOUS COMPENSATION.	17
XIII INSURANCE	18
XIV PROFESSIONAL DEVELOPMENT.	18
XV MISCELLANEOUS PROVISIONS.	19
XVI DURATION OF AGREEMENT	19

BOARD POLICY

- Academic Freedom
- Advisory Instructional Council
- Complaint Procedure
- Fair Dismissal Procedure

ADMINISTRATIVE POLICY

- Classroom Control and Discipline
- School Calendar
- Teacher Assignment

Article 1

RECOGNITION

The Board hereby recognizes the Saddle River Education Association as the exclusive bargaining representative for the employees as herein defined.

The Board agrees not to negotiate with any organization seeking to represent the employees, other than that designated above, for the period covered by this agreement.

The Board of Education of Saddle River, hereinafter called the "Board", and the Saddle River Education Association, hereinafter called the "Association", desire to execute this contract covering those matters which, through good faith and negotiations, have been agreed upon.

GENERAL DEFINITIONS

- (a) The term, "Association" when used herein shall mean the Saddle River Education Association.
- (b) The term, "Board" means the Board of Education of Saddle River, and shall include its members, officers and agents.
- (c) The term, "Employee" means all certified teaching personnel under contract with the Board, but excludes supervisory and executive personnel, auxiliary, substitute teachers, office, clerical, maintenance, and operating personnel.
- (d) The use of any masculine pronoun herein shall include the feminine counterpart and singular shall include plural.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

After the presentation of the proposal, the Board and the Association shall present relevant data, exchange points of view and counter proposals. The

Board will make available for inspection by the Association, on reasonable request, such records, data and information as are public, not confidential and not the work product of the Board.

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

During the term of this agreement it shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Negotiations for a successor agreement will begin no later than 1 November 1983.

ARTICLE III

GRIEVANCE PROCEDURE

Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances;

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) Any matter for which method of review is provided by law or any regulation of the State Commissioner of Education or any matter beyond the scope of Board authority.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent, or any other employee excluded under General Definitions.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the organization prevailing in this School District.

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

PROCEDURE

1. An aggrieved employee shall first discuss his grievance orally with the Superintendent of Schools within ten (10) calendar days of the occurrence complained of or within ten (10) calendar days after he would reasonably be expected to know of its occurrence in an attempt to solve the problem. If the problem is not resolved to the satisfaction of the employee within five (5) calendar days of such oral discussion, the employee shall then, within a period five (5) calendar days, file his grievance in written form with the Superintendent of Schools specifying:

- (a) The nature of the grievance:
- (b) The results of the previous decision:
- (c) The basis of his dissatisfaction with the determination.

Failure of the employee to act within said ten (10) calendar day period, shall be deemed to constitute an abandonment of the grievance which shall not thereafter be processed.

2. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall receive due notice and have the right to be heard.

3. Within ten (10) calendar days after said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and all other parties in interest, if there be any, of his determination.

4. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 2 and 3, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, may within ten

(10) calendar days of the failure of the Superintendent to act or within ten (10) calendar days of the determination by him, appeal to the Board for a review of the Superintendent's failure to act or his determination.

5. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 1 and 3, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party, if there be any.

6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse party who shall have the right to reply thereto. When the appellant desires a hearing by the Board, he shall incorporate such request in writing as part of his appeal for review, whereupon a hearing shall be held.

7. The Board shall make a determination within thirty (30) calendar days from the receipt of the appeal for review if no hearing is requested, or within thirty (30) calendar days after the hearing, if one is requested, and shall in writing notify the employee, and all parties in interest, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

8. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made in writing no later than fifteen (15) calendar days following the determination of the Board. A copy of such request shall simultaneously be served upon the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

9. In any cases, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) calendar days of the issuance of said order, ruling or directive, or within ten (10) calendar days of the time when same has been brought to the employee's attention by filing with the Secretary of the Board, a written complaint setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the complaint set forth above shall be served upon the Superintendent simultaneously who shall have the right to reply in writing there to. A copy of such reply shall be served upon the aggrieved employee.

10. Upon receipt of a grievance filed under the provisions of Paragraph 9, the procedure shall be as set forth in Paragraphs 6 and 7.

RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION:

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative. When a teacher is not represented by the Association, the Association upon the aggrieved's approval shall have the right to be present and may be asked to state its

views by either party to the grievance. Whenever the employee appears with a representative the Board shall have the same right.

2. REPRISALS:

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. YEAR END GRIEVANCE:

A grievance filed at such a time that it cannot be processed through all the steps by the end of the school year shall be continued into the summer adhering to the prescribed time limits (as with all time limits, both parties may agree to changes.)

2. GROUP GRIEVANCE:

If a grievance affects a group of teachers, the group may submit such a grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at level two (2) of the procedure. The group may process such a grievance through all levels of the grievance procedure.

3. SEPARATE GRIEVANCE FILE:

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

4. MEETINGS AND HEARINGS:

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

Article IV

TEACHING HOURS AND TEACHING LOAD

A. Evening and School Programs

It is agreed by all concerned that school programs are the responsibility of the Superintendent and Staff and that the scheduling of these school programs will be worked out between the Superintendent and appropriate staff or staff members at opportune times of the school year.

Outside or in school programs sponsored by such groups as the Home and School Association, will be handled by the Superintendent and appropriate staff members with the knowledge that teacher participation in these programs is voluntary. Every effort will be made to meet with the various sponsoring organizations as early as possible, so that the teachers may plan ahead for their personal participation.

B. Teaching Days

Teachers are required to report by 8:15 AM and to remain a minimum of 30 minutes after school dismissal. For the 83-84 school year the official school day will be as follows:

Grades 7 & 8	8:20 AM - 2:30 PM
Grades 1 - 6	8:30 AM - 2:30 PM
Kindergarten	8:30 AM - 12:00 Noon

If the need to change the official school day should arise during the Contract period for any mechanical or educational reason, the Board will involve the teachers in the decision making process, with every attempt to be made to reach a mutually satisfactory decision, but the Board retains the final authority should this not be possible.

Nothing in this section is in any way to limit the Superintendent's powers to assign necessary supervisory duties to teachers during the time of required attendance before school or during the 30 minutes after dismissal.

C. Faculty Meetings & Committee Meetings

Teachers will be required to stay for faculty and committee meetings upon

24 hour notice by the Superintendent. Teachers will be required to stay for such meetings no more than five (5) days each month, with a 4:00 PM deadline. Staff participation in evening meetings will be voluntary. Every effort will be made to adhere to the above requirements, but if emergency situations prevail, the Superintendent will not be required to conform to the above stipulations.

D. The in-school work year for teachers shall not exceed one hundred and eighty-two (182) days.

E. Curriculum Committee Membership

The Board recognizes the need to have professional input on any issue regarding curricular review or creation. Therefore, the membership of any committee created to review, investigate, or recommend curriculum will have at least one-third (1/3) of its voluntary members drawn from the appropriate teaching staff.

The Board also recognizes the professionalism of the staff members serving on such curricular committees. Therefore, the Board agrees that any staff member involved in a curricular project that requires a time investment between July 1 and August 31 shall be reimbursed.

F. Inservice Programs

The Board of Education and the SREA recognize the value of inservice programs for the professional staff to be conducted on an ongoing basis as needs present themselves. Accordingly, inservice programs where teacher attendance is required by the administration will be held either during released time or will be counted towards the teacher's responsibility as stated in paragraph C above.

Inservice activities of a voluntary nature will also be provided on an ongoing basis when there is sufficient enough voluntary interest on the part of the staff.

G. Parent/Teacher Conferences

The Board and the Association recognize the importance of Parent/Teacher

Conferences and the need for adequate time for preparation and record keeping in order to make the conferences as worthwhile as possible.

For the 1983/84 school year, conferences will be scheduled in the fall and the spring, with each of the two (2) conference periods being three (3) days each with a 12:30 dismissal on each day.

The number of conference days and the hours for such conferences will not be altered unless such alteration is agreed to by a majority vote of a panel consisting of: one Board member, the Superintendent of Schools, one representative from the 7th and 8th grades, one representative from the lower grades and one individual representing the special areas.

H. Substitutes

The Board of Education and the administration recognize the importance of providing consistent daily classroom instruction, therefore the practice of using staff teachers as substitutes is deemed undesirable and shall be discouraged.

Article V

LUNCH TIME DUTIES

The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this extent. The Board recognizes that lunch time aides are useful and necessary to implement this principle. The Board shall engage appropriate personnel to perform lunchroom and playground supervision. When an absence occurs among this personnel, supervision will be provided by a teacher on a pre-scheduled, rotating basis.

Article VI

TEACHER EVALUATION

The Saddle River Board of Education believes in a humanistic approach to teacher evaluation which respects the dignity of teachers, supervisors, students and parents. It is believed that improved teaching methods, increased student learning

and fulfillment of personal goals will be fostered by such an approach and these will in turn lead to a high degree of initiative, a willingness to innovate, and ultimately to a school distinguished by dedication to the pursuit of excellence.

With this philosophy in mind, the administration will conduct all observations and evaluation of teaching staff members in accordance with N.J. Administrative Code 6:3 - 1.19 through 1.21, which states in part the following:

All observations for teacher evaluation purposes will be done by fully certified and qualified educational supervisors or administrators.

Teachers will be given copies of his or her evaluations pertaining to teaching done within the Saddle River school system.

Teachers have the right to review their files periodically. This review must confine itself to all materials related to the Saddle River school experiences.

No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer will be reviewed by the Superintendent or his designee and attached to the file copy.

Staff members shall have the right to insert material on their behalf into their personal files.

Article VII

SICK LEAVE

A. TYPES

1. Cumulative

Every teacher shall be allowed sick leave with full pay for a minimum of twelve (12) school days in each school year. Said sick leave shall be cumulative,

and any such sick leave day that remains unutilized at the end of any school year shall be carried from year to year unless and until it is used in any of such subsequent years.

2. Non- Cumulative

Non-cumulative sick leave shall be handled in accordance with the N.J. Administrative Code 18 A: 30-6.

3. Transfer from Other Districts

The Board of Education will give fifteen (15) days sick leave to any teacher new to Saddle River for their first year. Only twelve (12) of these days are to be cumulative. The first twelve (12) days used are to be taken from the twelve (12) cumulative days. In order to qualify for the fifteen (15) days, the teacher must have at least five (5) unused accumulated sick leave days from another district in New Jersey.

After fifteen (15) years of service, a teacher leaving the Saddle River School District will be compensated for accumulated sick leave, not to exceed seventy-five days, at a rate of \$20.00 per day.

Each teacher shall be given a written accounting of accumulated sick leave days no later than June 30th, and teachers shall acknowledge the correctness of said report by affixing their signature.

Article VIII

TEMPORARY LEAVES WITH PAY (WITHIN THE SCHOOL YEAR)

All leave requests require approval of the Superintendent, and if possible, are to be presented to the Superintendent at least five (5) days before leave date. No leaves before or after a holiday, vacation or recess will be approved unless special circumstances prevail.

1. Up to four (4) days for religious holidays not now observed by school calendar.
2. Up to five (5) days for professional improvement. Request may originate from Superintendent or Teacher (workshop; visitation; in-service, etc.)
3. Up to five (5) days at one time for death in immediate family.
4. Three (3) days for necessary personal leave.
5. A special form shall be available for any school related temporary leave not included herein. Such a leave will be subject to approval by the Superintendent.
6. Up to three (3) days at one time for serious illness of a mother, father, spouse, or child(ren).
7. Male instructional personnel will be allowed three (3) days absence with pay for the purpose of a wife's hospital confinement for maternity.

No leaves beyond these granted above, will be approved without permission of the Board of Education. The Board may grant additional days at the cost of substitute's pay, at full pay, or at no pay depending upon the reasons contained in the request for additional leave.

Article IX

EXTENDED LEAVES OF ABSENCE WITHOUT PAY FOR TENURE TEACHERS

While the Board is most concerned with the individual teacher availability, thus assuring continuity of teaching method and approach, we are aware that certain situations may arise requiring the absence of a tenure teacher for a period of time. Such leaves, when granted, must conform to schedule arrange-

ments required by the Board in order to assure proper teacher coverage. Grants of time, without pay, upon submission of a request and approval by the Superintendent would receive consideration in the following instances:

1. Two (2) years for Peace Corps; Vista; Exchange; Fulbright and other similar programs.
2. Two (2) years to teach in college.
3. Maternity - Paternity leave

If maternity leave commences between June 30th and September 30th, the maternity leave period shall be for the remainder of the present academic calendar terminating on the following September 1st.

If maternity leave commences after September 30th and prior to June 30th the maternity leave period shall be for the remainder of the present academic calendar and continue for the following academic calendar (September 1st through June 30th).

If a male staff member wishes to assume primary child care, the same leave policy will apply.

Any teacher adopting an infant child shall receive similar leave, which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

4. Illness - Consideration to be given to requests for leave of absence up to one (1) year, for reasons of illness, after expiration of sick days. Since this area is dependent upon many unknown factors, it is felt that policy regarding illness is best handled on an individual teacher basis.

5. Up to one (1) year to care for sick member of family. Such leave to be granted for the remainder of a "school year" and the following full school year if necessary.

Qualifications for moving on the guide will be limited to college teaching, teaching while in Peace Corp, Vista or other circumstances to be considered on an individual basis.

Article X

SABBATICAL LEAVES

Subject to the applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study, including study in another area of specialization, for travel or other reasons of value to the school system providing;

1. No more than one (1) teacher be absent on sabbatical leave at a time and no such leave shall be granted more frequently than each year.

2. Request shall be received in writing by the Superintendent no later than January 1st; action to be taken no later than February 15th of the school year before commencement of the requested leave year.

3. The teacher has completed at least seven (7) consecutive full school years of service in the Saddle River School District.

4. The teacher shall agree to remain in the employ of the Saddle River School District for a period of not less than two years following his return from sabbatical leave. In case of resignation within the two (2) years, the teacher shall refund to the Board such proportion of the salary paid during the leave as the unexpired proportion of two (2) years shall bear to said period of leave.

5. The teacher on sabbatical leave will be required to file periodic reports with the Superintendent every four (4) months.

Upon return, the teacher shall be entitled to advance to the guide step which would be in force had no sabbatical leave been granted, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

The Superintendent shall make an effort to return the teacher to the previous assignment if the teacher so desires.

Seniority of service in the Saddle River School District will prevail in case two (2) or more applications for sabbatical leave are received in any one (1) year.

The Board, upon the recommendations of the Superintendent, shall be responsible for granting all leaves. Leaves shall only be granted for one (1) full year and shall be paid at the rate of fifty (50%) percent of the teacher's salary scale for the sabbatical year. Salary payments to a teacher on sabbatical leave will be made along with the usual teacher salary payments during the school year in which the sabbatical leave has been granted.

Article XI

SALARIES

It shall be clearly understood by both parties that the salary schedules attached do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefore, to the employee concerned.

Article XII

MISCELLANEOUS COMPENSATION

A. Playground/Lunchroom/Pre and Post School Supervision

Such supervision will be compensated at the rate of \$5.00 per hour.

B. School Dances

Supervision of school dances shall be voluntary and shall be compensated at a rate of \$30.00 per event.

C. Advisors

The Board recognizes the Wallaby, Chorus/Band, and Weather Watchers as established student organizations and will compensate a single advisor for each of the above at the rate of \$100 per academic year. The Board will consider compensation to advisors of other student organizations on a case-by-case basis.

1983-84 SALARY GUIDE

STEP	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
1	15,251	15,551	15,851	16,251	16,751	17,351
2	15,601	15,901	16,201	16,601	17,101	17,701
3	15,951	16,251	16,551	16,951	17,451	18,051
4	16,351	16,651	16,951	17,351	17,851	18,451
5	16,851	17,151	17,451	17,851	18,351	18,951
6	17,451	17,751	18,051	18,451	18,951	19,551
7	18,151	18,451	18,751	19,151	19,651	20,251
8	18,951	19,251	19,551	19,951	20,451	21,051
9	19,751	20,051	20,351	20,751	21,251	21,851
10	20,651	20,951	21,251	21,651	22,151	22,751
11	21,551	21,851	22,151	22,551	23,051	23,651
12	22,551	22,851	23,151	23,551	24,051	24,651
13	23,651	23,951	24,251	24,651	25,151	25,751
14	24,851	25,151	25,451	25,851	26,351	26,951
SUPER MAX	3,500	3,500	3,500	3,500	3,500	3,500
	28,351	28,651	28,951	29,351	29,851	30,451

Article XIII

INSURANCE

The Board of Education will provide the following group health insurance plan:

1. N.J. Blue Cross Expanded and Blue Shield 14/20 with Rider "J".
2. The Major Medical Plan will be provided by Guardian Life Insurance Co. of America.

Total cost of the above plans coverage for the employee, including dependents of "Head of Household" employees will be paid for by the Board. All other dependent coverage, if desired, will be paid for by the employee.

3. N.J. Dental Service Plan III-B with Orthodonture rider (\$1,000 maximum)

The Board will pay for #3 as follows: total cost of the plan, as of rates effective July 1, 1983, plus cost increases not to exceed the cumulative increase of the salary package for this contract period, for the employees, including dependents of "head of household" employees. All other dependent coverage, if desired, will be paid for by the employee. Cost increases beyond the cumulative increase of the salary package during the duration of the contract will be assumed by the employee.

Article XIV

PROFESSIONAL DEVELOPMENT

The Board recognizes the value of continuing study and participation in workshops, seminars and courses for professional development which enrich our total teaching concept. The Board will, therefore, consider for approval professional involvement reimbursement requests as set forth below:

If reimbursement for course cost or horizontal movement on the salary guide is expected an "approval of courses" form must be submitted to the Superintendent for the Board's final approval of all graduate credits prior to registration for a course. Such requests will be considered three times a year: in September, January and June.

Horizontal advancement on the salary guide shall be accomplished by satis-

factory completion of graduate credits, which have been approved, at an accredited college or university in the field of education with a grade of B or better or a passing grade in a pass/fail situation. A copy of the school's official transcript must be provided as proof of credits earned.

Reimbursement requests for all other professional involvement that would be of value to the school must be submitted to the Superintendent for approval prior to enrollment.

The Board will grant "in-service" credits to be used towards horizontal movement on the salary guide when it considers it appropriate. Particulars regarding time commitments, number of sessions, credits to be granted, etc. shall be worked out between the administration and three (3) representatives of the SREA on a case-by-case basis.

The maximum amount allowed per teacher per school year for all approved graduate and professional development courses, workshops, seminars or conferences, etc. shall be \$750 per school year. The Board will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars or conferences suggested by the administration.

Article XV

MISCELLANEOUS PROVISIONS

Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to each teacher now employed or hereafter employed.

Article XVI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1984. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president and attested to by its secretary, this _____ day of _____, 1983.

SADDLE RIVER EDUCATION ASSN.

BY: _____
(President)

BY: _____
(Secretary)

SADDLE RIVER BOARD OF EDUCATION

BY: _____
(President)

BY: _____
(Secretary)

BOARD POLICY
ACADEMIC FREEDOM

The Board recognizes that from time to time issues may arise in the normal course of study or classroom situation which may be considered sensitive issues.

The discussion of such issues in the classroom should be on an informative basis appropriate for the age and maturity of the class. The teacher should guard against giving his personal opinion on any sensitive issues but should encourage students to find, collect, and assemble factual material on a subject; to interpret the data without prejudice; to reconsider assumptions and claims and to reach their own conclusions.

The policy can best be described by listing 2 basic rights:

1. The right of the teacher to encourage study in an atmosphere free from bias and prejudice.
2. The right of the teacher to offer access to all relevant information freely available in the school or public library.

BOARD POLICY

ADVISORY INSTRUCTIONAL COUNCIL

An advisory instructional council shall be established and shall meet no later than September 30 of each school year. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the superintendent and the Council to best meet the needs of the students, the schools, and the community. The Council may consider advising the Board on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district and educational specifications for buildings.

Curricula and instructional materials for the Wandell School shall be developed by the Superintendent, the Council and other staff members with a review by the Board of Education representative. Participation by a representative of the Home and School Association is invited to assure continued community understanding of all curriculum development.

Board Policy

COMPLAINT PROCEDURE

Any complaints regarding a teacher made to any member of the administration by any parent, student, Board Member, or other person which does or may, in the opinion of the Superintendent, influence evaluation of a teacher shall be processed according to the procedure outlined below:

PROCEDURE

1. The Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

2. In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to step 3.

3. Any complaint unresolved under step two at the request of the teacher or the complainant shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned.

4. Any complaint unresolved at step 3 may be submitted in writing by the teacher to the Superintendent.

5. Upon receipt of the written complaint the Superintendent shall confer with all parties in interest as outlined in Step 2 of the Grievance Procedure. At this point the complaint will be considered as having been submitted to the Grievance Procedure and will be processed as outlined in Article III.

BOARD POLICY

FAIR DISMISSAL PROCEDURE

The Board of Education will adhere to the procedures stated below in relation to Fair Dismissal Procedure.

The procedures as indicated are from Title 18 and the New Jersey Administrative Code. The Board and the Association agree that should Title 18 and/or the New Jersey Administrative Code be changed, that such changes would become part of this policy.

18A:27-10. Nontenure teaching staff member; offer of employment for next succeeding year or notice of termination before April 30

On or before April 30 in each year, every board of education in this State shall give to each nontenure teaching staff member continuously employed by it since the preceding September 30 either

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or

b. A written notice that such employment will not be offered.

18A:27-11. Failure to give timely notice of termination as offer of employment for next succeeding year.

Should any board of education fail to give to any nontenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.

18A:27-12. Notice of acceptance; deadline

If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1 in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.

18A:27-3.2. Teaching staff member; notice of termination; statement of reasons; request; written answer

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such nonemployment which shall be given to the teaching staff member in writing within 30 days after the receipt of such request.

18A:27-3.3. Rules

The provisions of this act shall be carried out pursuant to rules established by the State Board of Education.

6:3-1.20. Procedure for appearance of nontenured teaching staff members before a local board of education upon receipt of notice of nonreemployment

(a) Whenever a nontenured teaching staff member has requested in writing and has received a written statement of reasons for nonreemployment pursuant to N.J.S.A. 18A:27-3.3, he/she may request in writing an informal appearance before the local board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons.

(b) Such an informal appearance shall be scheduled within 30 calendar days from receipt of the board's statement of reasons.

(c) Under the circumstances described herein, a nontenured teaching staff member's appearance before the board shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the staff member to convince the members of the board to offer reemployment.

(d) Each local board shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.

(e) Each local board shall provide adequate written notice to the employee regarding the date and time of the informal appearance.

(f) The nontenured teaching staff member may be represented by counsel or one individual of his/her own choosing.

(g) The staff member may present witnesses on his/her behalf. Such witnesses need not present testimony under oath and shall not be cross-examined by the board. Witnesses shall be called into the meeting to address the board one at a time and shall be excused from the meeting after making their statements.

(h) The proceeding of an informal appearance before the local board as described herein may be conducted pursuant to N.J.S.A. 10:4-12(b)(8).

(i) Within three days following the informal appearance, the board shall notify the affected teaching staff member, in writing, of its final determination. Such notification may be delegated by the Board to its superintendent or board secretary.

ADMINISTRATIVE POLICY

Classroom Control and Discipline

When, in the judgment of a teacher, a student is by his (her) behavior seriously disrupting the instructional program to the detriment of the other students, the teacher may temporarily exclude the student from the classroom and refer him (her) to the Superintendent.

School Calendar

The President of the Association is to be given an opportunity to help develop and make suggestions to the projected school calendar before its adoption by the Board.

Teacher Assignment

Any change in teacher assignment will require advance notification from the Superintendent. Teachers will be given written notice of class assignment for the ensuing year by June 1. A reasonable effort will be made to avoid a change in assignment after August 1.

Teachers' requests for a change of assignment must be received in the office of the Superintendent prior to April 1.

Notice of all position openings within the school system will be displayed on the bulletin board in the general office as soon as possible.