

**AGREEMENT**

**The Norwood Board of Education**

**and**

**The Norwood Education Association**

**2013-2014**

**2014-2015**

**2015-2016**

**Dated:**

**3.19.15**

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## AGREEMENT

This Agreement entered into this first day of July 2013 by and between the Board of Education of the Borough of Norwood, County of Bergen, State of New Jersey, (hereinafter called the "Board") and the Norwood Education Association, Borough of Norwood, County of Bergen, State of New Jersey, (hereinafter called the "Association").

Any changes to this Agreement must be submitted in writing to the Association for approval. No Association member may make an agreement with the District administration or Board independently.

## WITNESSETH

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

### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation for:
1. All certified employees of the Board who serve as teachers, speech teachers, school psychologists, guidance counselors, social workers, LDTC, nurses, technology coordinators and library and teacher's aides including those with tenure, on probation and on interim, but not per diem appointments.
  2. All employees who serve in secretarial and/or clerical positions, excluding the Secretary to the Chief School Administrator and Secretary Assistant to the Business Administrator.
  3. All employees who serve as Special Needs Aides.
  4. Only those items which specifically designated as applicable to library aides, teacher aides, special needs aides and/or secretaries shall apply to them. No other term of the Agreement shall be applicable to said library aides, teacher aides, special needs aides and/or secretaries.



## ARTICLE II – SALARIES AND ADDITIONAL COMPENSATION

- A-1. The salaries of all employees covered by this Agreement shall be set forth in schedules of distribution to be mutually determined and agreed upon, to be appended to this Agreement as follows:

Schedule A – Teacher’s Salary Guide 2013-2014

Schedule B – Teacher’s Salary Guide 2014-2015

Schedule C – Teacher’s Salary Guide 2015-2016

Schedule D – Aide’s Salary Guide 2013-2014, 2014-2015, 2015-2016

Schedule D1 – New Hires Aide’s Salary Guide (for those Aides hired after June 30, 2010) 2013-2014, 2014-2015, 2015-2016

Schedule E – Secretary/Clerical Guide 2013-2014, 2014-2015, 2015-2016

Initial placement on guide is at discretion of the administration.

- A-2. Courses for credit toward advance placement on the salary guide and a placement on the salary guide shall be subject to approval in advance by the Chief School Administrator. A staff member cannot receive the additional compensation for movement across the guide unless the additional credits or advance degree has been verified by official transcript to the satisfaction of the Chief School Administrator. Pending receipt of official transcripts with a grade B or better, a staff member may submit a letter from the course instructor or institution or other official verification.

The effective date for movement on the salary guides shall be either November 1 or May 1, dependent upon the date on which a staff member submits an application for verification and approval.

Applications submitted prior to November 1 shall be acted on by the Board at its regularly scheduled public meeting in November. Upon verification and approval of a staff member’s application at the Board’s November public meeting, the staff member shall be entitled to receive additional compensation retroactive to November 1.

Applications submitted after November 1, but prior to May 1, shall be acted on by the Board at its regularly scheduled public meeting in May. Upon verification and approval of a staff member’s application at the Board’s May public meeting, the staff member shall be entitled to receive additional compensation retroactive to May 1.

- A-3. It is clearly understood and agreed by the parties hereto that the column placement shall be verified by official transcripts with individual courses subject to the approval of the Chief School Administrator.

- A-4. It is clearly understood and agreed by the parties hereto that the salary increments specified in A-1 are not automatically granted, but are conditioned upon the recommendation of the Chief School Administrator and Business Administrator (for employees in the Business Office) as delineated in the policies of the Board. The Board expressly reserves the right to withhold for inefficiency or other good cause the employment increment or adjustment increment or both.
- A-5. In the event that the Board desires to exercise its right to withhold any increment or adjustments as aforesaid, the Board hereby agrees to the following procedures:
- a. Whenever the Chief School Administrator decides to submit to the Board a recommendation to withhold a salary increment, the affected employee shall be given written and dated notice of this recommendation.
  - b. Arrangements shall be made to afford said employee a reasonable opportunity to speak on his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
  - c. The Board will not take necessary formal action until a date subsequent to the above meeting.
  - d. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) business days, give written notice of such action, together with the reasons therefore to the employee concerned.
- A-6. Sections 4 and 5 of this Article shall apply to the Library/Teacher Aides, Clerical/Secretarial Staff and the Special Needs Aides.
- B-1a. For each year of this Agreement, all employees who are contracted by resolution of the Board to participate in certain extracurricular activities, as hereinafter described, shall receive compensation after the responsibility is completed. In the event the employee does not complete the responsibility, compensation shall be prorated. In addition to their regular salary for service as an employee compensation shall be as follows:

ACTIVITY			2013-2016
Yearbook (to be shared by two (2) advisors)	Amount and one (1) prep period per week or four (4) compensatory days per advisor if no prep period		\$2,550 (total)
Student Council	Amount or one (1) unassigned period per week		\$1,900
Safety Squad	Yearly		\$550
Grade Eight Advisor	Yearly, no homeroom duty		\$2,150
Stokes Coordinator	Yearly		\$975
Athletic Coordinator	Hourly, no homeroom duty		\$30
Curriculum	Hourly (or released time as agreed by the CSA)		\$30

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Coordinator				
Music Show Coordinator(s)	Yearly			\$4,000 (total)
Interscholastic Soccer and Volleyball	Per season, per sport			\$1,850
Interscholastic Basketball - Girls and Boys	Per season, per team			\$2,200
Interscholastic Track and Field -- Girls and Boys	Per season, per team			\$1,625
Interscholastic Cross Country	Per season			\$500
Intramural Basketball -- Girls and Boys	Per season, per team			\$800
Intramural Volleyball	Per season			\$800
Intramural Fall and Spring Hockey	Per season, per level (two (2) levels per team)			\$800
Crowd Supervision	Per session			\$31
Cricket Court Club	Per year			\$525
Recreational Club	Yearly			\$500
Educational Club	Yearly			\$525
Zero Period Instruction	Per forty-five (45) minute session			\$45
Softball/Baseball	Per season, per team			\$2,200
Debate Club	Yearly			\$1,200
United Nations Club	Yearly			\$1,200

B-1b. Each of the above activities shall be reviewed and their job description will be developed by Administration, with input from staff and the Association, and approved by the Board.

B-1c. The Board may discontinue any extracurricular activity and/or contracted assignment upon thirty (30) days written and dated notice to the Association, and with said annual additional compensation allowance becoming inoperative as of the date of said discontinuance, except for paid lunch duty as delineated in Article III; however, if any activity is discontinued after the program has begun, the activity leader will be paid the following prorated salaries (during the year of cancellation):

- ¼ completed - - ½ pay
- ½ completed - - ¾ pay
- ¾ completed - - full pay

- B-2. Compensation for any approved extra-curricular activities not listed above shall be negotiated by the Board and the Association.
- B-3. When an employee's attendance is required on students' overnight field trips that are curriculum connected, the employee accompanying the class shall be compensated at the rate of one hundred seventy-five dollars (\$175) per night for each year of this Agreement. For non-overnight field trips, which extend two (2) hours beyond the school day, employees accompanying the class shall be compensated at the rate of sixty dollars (\$60).
- B-4. Sections B1 and 2 shall apply to Library/Teacher aides.
- C. The salaries of the new secretarial and new clerical employees are set by salary ranges within three (3) levels as follows:

Level I: Clerical Aide  
Full-time; 12-month  
Range: \$21,000 - \$25,000

Level II: School/Teacher Secretary  
Child Study Team Secretary  
Range: \$25,001 - \$31,000

Level III: Principal's Secretary  
Board Office Secretary  
Range: \$31,001 - \$40,000

Salaries of secretarial/clerical employees covered by this agreement are included in Article II - A1.

New Hires will be placed within a range per experience and skills at the discretion of Administration.

If a secretary moves from Level II to Level III, the secretary's salary will be increased by eight percent (8%) or to \$31,001, whichever is greater.

Any secretarial/clerical employee who, at the directive of the administration, works more than forty (40) hours per week will receive payment at 1- ½ times their hourly rate, for any hours worked exceeding forty (40) hours per week.

### ARTICLE III -- LUNCHROOM/CLERICAL ASSISTANCE

#### A. Lunchroom Coverage/Homework Club

1. All staff members who are voluntarily contracted by resolution of the Board to participate in Paid Lunch Duty or Homework Club during each year of this Agreement shall receive compensation of \$37.50 per session, per staff member.

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Effective the 2014-2015 school year, the rate for Lunch Duty and Homework Club shall be \$31.00 per session, per staff member.

Stipulations included herein shall not supersede Article IIA except those staff members accepting this position shall eat with the students and not be given an alternate lunch period. The Board or the staff member(s) may discontinue said contracted assignment to this extra school activity with one (1) month's notice and with said additional compensation allowance becoming inoperative as of the date of said discontinuance.

2. For each year of this Agreement, staff members who are not regularly scheduled for lunch duty shall be available for emergency assistance. Staff members who are assigned this emergency duty will be compensated for one-half session emergency coverage at the rate of \$15.50 per session per staff member.
3. The assignment and scheduling of the staff members for duty shall be determined by the administration. In the event that lunch aides are unavailable or absent, the staff member shall perform such duties as assigned and directed by the administration and will receive emergency lunch duty compensation for such work.

B. Clerical Assistance

The customary and usual regular work in connection with the teacher's duties, such as but not limited to copying of instructional materials, typing of instructional materials, maintaining permanent records, inventory, collecting of money, shall be and continue to remain the sole and absolute obligation and duty of the teachers. The Board agrees to provide clerical assistance in carrying out the above mentioned duties. This clause shall not be construed to mean that the Board must hire/or retain any specific number of employees to provide such clerical assistance.

ARTICLE IV – INSURANCE PROTECTION

- A. The Board shall pay for each employee the premium for medical benefits, less any statutorily-mandated employee contributions, which shall be a specified percentage of the cost of coverage for health care benefits for his or her salary range, but not less than 1.5% of his or her base salary, as required by N.J.S.A. 18A:16-17 and 18A:16-17.1 and according to Ch. 78, P.L. 2011, which shall be deducted from each employee's salary and paid in equal installments. Any plan chosen by the Board must be equal to or better than the State Health Benefits Plan, for districts with no prescription plan, in effect as of the date of the change.
- B-1. The Board will, upon written request of the employee, also pay the premiums for the employee's eligible dependents for the above-mentioned insurance protection, less any statutorily-mandated employee contributions, which shall be a specified percentage of the

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cost of coverage for health care benefits for his or her salary range, but not less than 1.5% of his or her base salary, as required by N.J.S.A. 18A:16-17 and 18A:16-17.1 and according to Ch. 78, P.L. 2011, which shall be deducted from each employee's salary and paid in equal installments..

- C. The Board Secretary shall provide the employee with the required forms for insurance coverage upon employment. The employee is responsible for returning said forms to the Board Secretary within ten (10) working days.
- D. The Board shall provide a full family dental plan for each member of the bargaining unit. The company providing dental coverage may be recommended by the bargaining unit for Board approval. The dental cap will be \$2,500. The rollover option shall begin in 2010-2011, in accordance with the rules and regulations of the insurance company providing the plan.
- E. All insurance coverage shall be available only to full-time employees which are hereby defined to mean those employees working twenty-six (26) or more hours a week.

Employees employed before July 1, 1998 are grandfathered as full-time employees working twenty (20) hours or more a week.

- F. The Board shall not pay the full premium for medical benefits for any Aides. Instead, effective July 1, 2010, the Board shall contribute an amount equal to fifty percent (50%) of the premium cost of the Direct 10 Access Plan, for employee only coverage, less any statutorily-mandated employee contributions, which shall be a specified percentage of the cost of coverage for health care benefits for his or her salary range, but not less than 1.5% of his or her base salary, as required by N.J.S.A. 18A:16-17 and 18A:16-17.1 and according to Ch. 78, P.L. 2011, which shall be deducted from each employee's salary and paid in equal installments. Any additional premium for the plan selected by the aide shall be paid by the aide through an appropriate payroll deduction. Effective for the 2013-2014, 2014-2015, and 2015-2016 school years, the Board's contribution shall be \$4,500 per employee per year.

#### ARTICLE V -- RENEGOTIATION OF SUCCESSOR AGREEMENT

- A. Collective negotiations shall be entered into by the parties' hereto in good faith and in accordance with Chapter 303, Public Laws of 1968, and the supplements and amendments thereto. The Board and the Association will meet to negotiate a successor agreement no later than November 15, 2015. Collaborative alternatives to the traditional process may occur upon mutual agreement of both parties.
- B. This Agreement shall be in writing and duly signed and executed by the Board and the Association.
- C. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

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ARTICLE VI - GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule F which is attached and made a part hereof.

ARTICLE VII - SICK LEAVE

- A. The teachers shall be entitled to eleven (11) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. The aides shall be entitled to 10 (ten) sick leave days each school year, which shall accumulate from year to year, if unused.
- B. Any employee who cannot be present on any day in which school is in session shall make every effort to notify the person designated to receive such information by 6:30 a.m. on the day the employee is to be absent so that appropriate substitute service may be arranged.
- C. A list of accumulated sick leave of each employee covered by this Agreement shall be forwarded by the Board Secretary to said employee by each September of the school year.
- D. The following sick leave allowances and per diem compensation will go into effect July 1, 2010. This will update the current two-tiered program of compensation for unused sick days upon retirement as follows:  
Any employee covered by the terms of this 2013-2014 through 2015-2016 Agreement who has taught a minimum of fifteen (15) years as an employee of the Board shall, upon retirement, be compensated for accumulated sick leave:

with compensation for such accumulated sick leave  
at a rate of \$55 per day with a maximum cap of:  
\$4,400.

Any employee covered by the terms of this 2013-2014 through 2015-2016 Agreement who has taught a minimum of twenty-five (25) years as an employee of the Board shall, upon retirement, be compensated for accumulated sick leave:

with compensation for such accumulated sick leave  
at a rate of \$65 per day with a maximum cap of:  
\$8,645.

- E. Compensation for unused sick leave shall be paid to the teacher or aide according to the employee's option; in one lump with the final check, except if the retirement is effective in the month of June, or on January 15<sup>th</sup> following the year of severance. If a teacher or aide retires in the month of June compensation will be made July 15<sup>th</sup>. In the event of the death of an employee, payment shall be made to the estate of said employee.



- F. Sections A, B, C, and D shall apply to the Library/Teacher Aides.
- G-1. Twelve (12) month secretarial/clerical employees shall be entitled to thirteen (13) sick leave days each school year. Ten (10) month secretarial/clerical employees shall be entitled to eleven (11) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- G-2. A two-tiered program of compensation for unused sick days for secretarial/clerical employees upon retirement as follows:

Any secretary or clerical employee covered by the terms of this 2013-2014 through 2015-2016 Agreement who has a minimum of ten (10) years as an employee of the Board shall, upon retirement, be compensated for accumulated sick leave:

with a compensation for such accumulated sick leave  
at a rate of \$50 per day with a maximum cap of:  
\$2,700.

Any secretary or clerical employee covered by the terms of this 2013-2014 through 2015-2016 Agreement who has a maximum of twenty (20) years as an employee of the Board shall, upon retirement, be compensated for accumulated sick leave:

with a compensation for such accumulated sick leave at a rate  
of \$50 per day with a maximum cap of:  
\$4,600.

Compensation for unused sick leave shall be paid to the secretary according to the employee's option; in one lump with the final check, except if the retirement is effective in the month of June, or on January 15<sup>th</sup> following the year of severance. If a secretary or clerical employee retires in the month of June compensation will be made July 15<sup>th</sup>. In the event of the death of an employee, payment shall be made to the estate of said employee.

#### ARTICLE VIII – TEMPORARY AND PERSONAL LEAVE OF ABSENCE

- A. All employees, with the exception of Library/Teacher Aides and Special Needs Aides, hired after June 30, 2010, shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Personal Leave
- a. In an effort to prevent undue hardship to individual staff members who must attend urgent personal business which requires absence during school hours up to four (4) days of personal leave without deduction in salary will be allowed during each school year. The Personal Leave

Request form shall only indicate that the employee is requesting a "Personal Day of Absence." The Chief School Administrator may deny personal leave, whenever in his or her judgment, such leave will result in a hardship to the District (e.g., excessive absenteeism, continuity of the educational program, and required attendance at special events). Other leave shall be at the discretion of the Chief School Administrator. Any unused personal days may be accumulated to an employee's accumulated sick leave in the District, except that no person shall be allowed to increase his or her total accumulation by more than fifteen (15) days in any one year.

- b. Requests for leaves of this nature shall be submitted to the Chief School Administrator at least forty-eight (48) hours in advance, except in case of emergency. Requests of leaves of this nature for Board Office employees shall be submitted to the Business Administrator/Board Secretary. Emergency requests shall be submitted by the staff member upon his/her return to work.
- c. The requests for such personal leave days shall be submitted on the Personal Leave Request Form as set forth in Schedule G which is attached and made part hereof.
- d. Personal leave shall not be used as an extension of vacation time or holiday time.

2. Bereavement

All staff members covered by this Agreement, with the exception of Aides hired after June 30, 2010, shall be granted a temporary leave of absence up to a maximum of five (5) consecutive calendar days to be taken between the date of the death and a reasonable time after the funeral for each death in the immediate family which shall include: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, stepparents, stepchildren, including domestic partners as defined under New Jersey's Domestic Partnership Act, N.J.S.A. 26:8A-3, or other persons permanently residing in a staff member's household. Domestic Partners must provide a copy of their New Jersey Domestic Partner certificate to qualify for this benefit. Other bereavement leaves may be granted for good reason in the sole and absolute discretion of the Chief School Administrator.



3. Other Leaves of Absence With Pay

These leaves may be granted by the Board in its sole and absolute discretion for good reason. The decision of the Board shall be final and conclusive upon the parties hereto and the employee.

- B. Leaves granted under Article VIII shall be in addition to any sick leave to which the employee is entitled as set forth in this Agreement.
- C. Should an aide make a request for bereavement or personal leave, the Chief School Administrator shall have the full discretion to allow such leave on a case-by-case basis. The Chief School Administrator's determination shall be final and binding, and shall not be subject to the grievance procedure. Additionally, in the event that such leave is granted, it shall in no way constitute a binding past practice. This is true for aides hired both before July 1, 2010 and new hires, employed by the District after July 1, 2010.

ARTICLE IX – EXTENDED LEAVES OF ABSENCE

- A-1. Requests from tenured teachers for leaves of absence on account of extended illness, on account of child rearing, preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Chief School Administrator.
- A-2. Extended leaves for preparation for childbirth, child rearing, or adoption, shall run from their commencement date until their termination date within the school year during which the leave commenced, as requested by the teacher, provided that the return date is no later than April 15<sup>th</sup>. If the teacher requests such a leave which terminates after April 15<sup>th</sup>, the teacher's return date will be up to the Board's discretion. Extended leaves for child rearing or adoption may be extended upon application by April 1<sup>st</sup> of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full year. The second year of absence will be granted at the Board's discretion.
- A-3. In special circumstances, the Board may grant a child rearing leave which terminates between April 15<sup>th</sup> and the end of the school year. Its refusal to grant such a leave, however, shall not be subject to the grievance procedure.
- B-1. Any pregnant teacher may apply to the Board for a disability leave of absence and shall be granted said leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.
- B-2. Accumulated sick days may be utilized during the disability period.
- B-3. The Board retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the teacher examined by its own physician at the Board's expense. If the two (2) physicians disagree, they shall choose a third



physician who shall examine the teacher at the Board's expense, and whose decision shall be final and binding upon the parties.

- B-4. A non-tenured teacher shall only be entitled to a leave up to the expiration of the employee's contract. A non-tenured teacher shall not be denied reemployment on the basis that the employee is pregnant or on leave.
- B-5. A pregnant teacher may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all teachers under Title 18A. No pregnant teacher may be relieved from teaching duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.
- B-6. All leaves of absence under this Article shall be without pay and without paid benefits. However, employees may continue benefits at their own expense.
- B-7. All of the above must be consistent with present and future laws and/or Commissioner of Education decisions.
- C. All sections of this Article, except for D shall apply to secretaries as well.
- D. Requests from Library/Teacher Aides and Special Needs Aides for leaves of absence on account of extended illness, on account of childrearing, preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Chief School Administrator. Only those Library/Teacher Aides and Special Needs Aides with a minimum of three (3) years of satisfactory service shall be considered for such leave.

#### ARTICLE X – SABBATICAL LEAVE

- A. A sabbatical leave shall be granted to a teacher by the Board for a program of full time graduate study as verified to the satisfaction of the Chief School Administrator at no less than eighteen (18) credits, or for other reasons of value to the school system.
- B. Sabbatical leave shall be granted according to the following conditions:
  - B-1. Written request for sabbatical leave must be submitted on Schedule G which is attached and made a part hereof, and must be received by the Chief School Administrator in accordance with the administrative regulations. Such request shall be submitted not later than December 15<sup>th</sup> and action taken by the Board no later than February 15<sup>th</sup> prior to the school year which the leave is requested.
  - B-2. The teacher shall have completed no less than seven (7) years of continuous satisfactory active service in the school district of Norwood since his/her last

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sabbatical leave. Personal leave of absence granted by the Board shall not be construed as an interruption to continuous service. At the same time, leave granted by the Board shall not be counted as part of active service.

- B-3. A teacher on sabbatical leave shall be paid at one half of his/her bi-weekly pay rate, and be eligible for the continuation of medical coverage under the School Employees Health Benefits Program, in accordance with the New Jersey Treasury Regulations governing the School Employees Health Benefits Program.
- B-4. Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her advance.
- B-5. No more than 10% of the teachers qualified shall be granted sabbatical leaves during any school year, but not to exceed two (2) sabbatical leaves per year.
- B-6. Subsequent Service – Return to Active Duty
- a. As a condition to be granted sabbatical leave, the teacher shall enter into a contract upon mutually agreeable terms, to continue in the service of the Board for a period of at least four (4) academic years; immediately following the year in which the sabbatical leave is taken.
  - b. Any teacher not completing the service requirement in paragraph 6A above will refund an amount of his/her sabbatical leave salary and benefits in proportion to the unfulfilled time which he/she agreed to serve. Also, those teachers shall reimburse any insurance costs for the unfulfilled time of his/her sabbatical leave which he/she agreed to serve. In the event a teacher fails to repay the amount due after demand for payment has been made, the Board, in addition to the amount so due, shall be entitled to receive from the teacher, interest on the amount due at the prime rate plus 1% (as of June 30 of the prior year), plus reasonable attorney's fees, not to exceed 25% of the amount due, and costs of court, in the event the matter is placed in the hands of an attorney for collection.
- B-7. Forfeiture of Leave:

Two (2) reviews shall be conducted during the sabbatical leave, one by December 1<sup>st</sup> and one by March 1<sup>st</sup>. If, at any times during the leave year, the Chief School Administrator believes that a teacher on sabbatical leave is not fulfilling the purpose of such leave of absence, he/she shall try to confer with the teacher. If the fulfillment of the purpose of the leave remains in doubt, the Chief School Administrator shall confer with the Board after notifying the teacher in writing, of such action. The Board shall communicate with the teacher on leave and then shall decide whether or not to terminate the leave.



B-8. Reinstatement:

At the expiration of a sabbatical leave, the employee shall be reinstated in the position as a teacher. The staff member shall present evidence, satisfactory to the Chief School Administrator that the period of leave has been utilized to good faith for the purpose for which it was granted.

B-9. Length of Sabbatical Leave:

The length of the sabbatical leave shall be for the regular ten (10) month school year.

B-10. A teacher granted a sabbatical leave may not accept any type of full-time employment unless such employment is approved by the Board in advance.

ARTICLE XI – WORK YEAR

A-1. The student calendar shall not exceed 180 days. The teachers and teacher aides shall report four (4) additional days, which the Board may schedule for orientation, in-service activities, etc. At least six (6) hours of these days shall be scheduled for the purpose of professional development dedicated to the New Jersey one hundred (100) hour continuing education instruction requirement. Any possible credits earned on these days shall not be permitted to be utilized for salary guide movement. These Professional Days shall be organized as follows:

The January Staff Development Day shall run from 8:15 a.m. to 12:15 p.m., excluding lunch, for a total of four (4) professional development hours.

Each of the other three (3) Professional Days may include –

Two (2) hours of professional development (for “100” hours credit)

Two (2) hours of teacher-to-teacher planning (not for 100” hours credit)

Two (2) hours to be designated by administration;

Or, one entire day may be devoted to the six (6) hours professional development with the remaining two (2) days organized with two (2) hours each for teacher-to-teacher planning and four (4) hours to be planned at the discretion of administration which may include additional professional development hours.

A-2. The basic workday on Monday through Wednesday shall begin at 8:15 a.m. and finish at 3:30 p.m. On Monday through Wednesday, afternoons between 3:00 p.m. and 3:30 p.m. are to be made available for students’ extra-help periods; Monday afternoons from 3:30 p.m. to 4:30 p.m. are to be made available for faculty and association meetings except that, upon execution of this Agreement by all parties, for one (1) Monday per month the workday shall end at 3:30 p.m.; and on Thursday and Friday, the work day shall begin at 8:15 a.m. and end at 3:10 p.m. Days before a weekend or Holiday shall also end at 3:10 p.m.

There will be a single-session day prior to Thanksgiving recess. There will be a 12:20 p.m. dismissal on the school-day before Thanksgiving.

For Library/Teacher Aides and Special Needs Aides, the workday departure time of 3:30 p.m. shall be strictly enforced and the practice of allowing the aforementioned aides to finish at 3:00 p.m. shall be discontinued, in order to ensure that all aides are working a seven (7) hour and eleven (11) minute day. Library/Teacher Aides and Special Needs Aides that may have flexible or different starting times shall be entitled to leave after working seven (7) hours and eleven (11) minutes.

A-3a. Twelve (12) month secretaries shall work a seven (7) hour day. Ten and one-half month (10.5) secretaries shall work a six (6) hour day. The days before a weekend or holiday shall end fifteen (15) minutes prior to the end of the normal workday.

A-3b. Twelve (12) month secretaries shall be entitled to the following holidays each year:

Fourth of July	Thanksgiving (2)	Memorial Day
Labor Day	NJEA Convention (2)	President's Day
Good Friday		

An additional two (2) days will be assigned at the Chief School Administrator and Business Administrator/Board Secretary's discretion.

A-3c. Twelve (12) month secretaries will not work December 24<sup>th</sup> through January 1<sup>st</sup>.

A-3d. Twelve (12) month secretaries shall earn paid vacation time dependent upon their continuous years of service:

Pro-rate the first year	
After September 1 <sup>st</sup> @	1 day a month

After first full year	
(July 1 -- June 30)	10 Days

After the second year	15 Days
After the fifth year	20 Days

A-3e. On the one-session day prior to the December and Thanksgiving recess, secretaries shall be permitted to leave one half hour after the students are dismissed.

B. The library/media clerk shall report five (5) working days prior to the first faculty working day. The library/media aide may be required to fulfill two (2) evening responsibilities. These two (2) evening responsibilities may be in lieu of two (2) summer days. If they are in addition to the five (5) days they will be compensated at \$85 per evening. The library/media aide's work year shall end with the completion of her duties in June, not earlier than the closing of school and not later than June 30<sup>th</sup>.



- C-1. For the 2013-2014 and 2014-2015 school years, uncompensated evening responsibilities shall be limited to four (4) evenings. Any staff member working more than four (4) evenings shall receive a stipend of \$75 per evening for the fifth and sixth evenings, \$100 per evening for the seventh and eighth evenings and \$125 for the ninth and tenth evenings.
- C-2. Effective upon the execution of this Agreement by all parties, uncompensated evening responsibilities shall be limited to three (3) evenings. Any staff member working more than three (3) evenings shall receive a stipend of \$75 per evening for the fourth and fifth evenings, \$100 per evening for the sixth and seventh evenings and \$125 for the eighth, ninth and tenth evenings.
- C-3. The teacher aides are required to fulfill one (1) program related evening responsibility.
- C-4. For the 2013-2014 and 2014-2015 school years, the District may conduct parent/teacher conferences two (2) evenings and on those days students and teachers will have one-session days.
- C-5. Effective as of the 2015-2016 school year, all K-4 parent-teacher conferences will be scheduled directly between the parents and the teachers between November 1 and December 15. These conferences will not be compensated. Parent-teacher conferences for grades 5-8 will continue in accordance with existing procedure. The two (2) one-session days previously held in November on days of evening parent-teacher conferences will be converted to full-day sessions.
- D. Each morning, teachers & library/teacher aides shall report to their workstations at 8:15 a.m. or five (5) minutes prior to the arrival of students.
- E. Teachers and aides may be assigned to flexible workday schedules depending upon District needs and the consent of the teacher or aide. Any teacher and/or aide being given a flexible schedule shall normally be given notification of the change prior to May 15<sup>th</sup> whenever possible for the coming year.
- F. At the discretion of the administration and the consent of the teacher or aide, Association members may work summer hours at the rate of 1/200 regular salary per diem for instructional hours and at the rate of \$22 per hour for non-instructional projects.
- G. Full-time employees shall receive five (5) preparation periods (equal to one (1) instructional period), for every full five (5) day school week worked. Part-time employees shall receive a minimum of one (1) preparation period for every seven (7) hours worked. These periods shall be apportioned based upon multiples of seven (7).



## ARTICLE XII – SUBSTITUTES

- A. In September of each school year, the administration may seek volunteers from the teaching staff to be part of a list of teachers who would teach a class during their unassigned time or coordination periods in the event that a substitute teacher is unavailable for an absent colleague. In the event that any of these teacher volunteers are utilized to cover a class during his/her unassigned time, that teacher shall receive a stipend of thirty-five dollars (\$35).
- B. Should no volunteer be available during a particular period and the administration assign a teacher to teach the class during his/her unassigned period, that teacher shall receive a stipend per XII, A, above.
- C. In the event that a homeroom teacher in a departmentalized classroom is absent and no substitute is available, coverage of homerooms will be done on a rotating basis among non-homeroom personnel. Homeroom coverage is specifically excluded from compensation.

## ARTICLE XIII – EDUCATIONAL IMPROVEMENT

In order to provide teachers with an opportunity to enhance their professional education the Board shall implement the following Tuition Reimbursement Program. In order to be eligible, teachers must comply with each of the listed criteria:

- 1. Effective July 1, 2014, the teacher must have attained tenure or be a non-tenured teacher hired prior to March 30, 2014.
- 2. Enrollment in a Graduate Degree Program/Graduate Course at an accredited college or university, unless the Chief School Administrator requests a teacher to take courses at a non-accredited institution, industrial or corporate-sponsored program, or undergraduate institution.
- 3. All courses must be approved in advance by the Chief School Administrator who shall, in his discretion, determine whether the course will improve the educational program within the District.
- 4. No courses taken prior to employment will be reimbursed.
- 5. Tuition reimbursement will be made after a transcript is provided to the Board showing that the teacher has paid for the courses and has successfully completed the course with: 1) a grade of "B" or better or 2) satisfactory completion of a non-graded course. All requests for payment must be made at least one (1) week prior to the first Board meeting in May of each year; payment will be made no later than June 30.
- 6. XIII (5) and XIII (7) of this section shall limit the maximum reimbursement per teacher per school year. The distribution per teacher, for those who have submitted

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requests for payment by the deadline in paragraph 5 above, shall be based proportionally by the number of credits taken.

7. The maximum funds to be expended by the Board for each year of this Agreement shall be \$27,000.

All approved requests for tuition reimbursements made at least one (1) week prior to the first Board meeting in May of each year shall be paid up to the maximum funds of that year. In cases where the total amount of the requests exceeds the maximum funds, reimbursement shall be prorated per teacher. For the spring semester courses, proof of attendance will suffice for approval purposes and payment will be made no later than June 30, if adequate transcripts, or verification that transcripts have been requested, are provided by the teacher. If transcripts are delayed, a letter from the instructor stating the grade will suffice. However, all payments to teachers are subject to receiving official transcripts.

#### ARTICLE XIV – GENERAL PROVISIONS

- A. This Agreement is subject to the laws of the State of New Jersey and decisions, rules, and regulations of the State Board of Education and the decisions of the State Education Commission.
- B. There shall be no reprisals of any kind taken against any employee by reason of his/her membership in the Association.
- C. The Association agrees to take no action that will demean the process or will be contrary to the laws of the State of New Jersey pertaining to strikes, work stoppage sanction, or to take any other collective action to disable or impede the Board in the discharge of its statutory duties, and agrees that such action would constitute a material breach of this Agreement.
- D. All Board policies affecting terms and conditions of employment which are being instituted or rewritten must be submitted to the Association for their review and comment. The Board will forward the dated first draft of the recommended policy for adoption to the President of the Association no later than the day after the Board's Work Session. The Board will assume that the Association is in complete agreement with the draft if the Board receives no written comments on the proposed revised policy within two weeks after the first public reading.

#### ARTICLE XV – ASSOCIATION MEETINGS

At the beginning of each school year, the Chief School Administrator shall notify the Association of a schedule of Monday afternoons during which no faculty meetings are planned, so that the Association may conduct its meetings on a minimum of seven (7) such days each year. In the event the Administration deems it necessary, the



Association shall relinquish its meeting time, for the purpose of special faculty meetings or other emergency purposes as determined by the Administration.

ARTICLE XVI – INVOLUNTARY TRANSFER OR RE-ASSIGNMENT

- A. Involuntary re-assignments are acknowledged by both parties to be at the Chief School Administrator's discretion.
- B. In the event a teacher is re-assigned involuntarily, the teacher may request a meeting with the principal to request the reasons for re-assignment.
- C. In the event the teacher objects to the re-assignment, he/she may request a meeting with the Chief School Administrator.
- D. Notice of involuntary re-assignment shall normally be given to affected teachers prior to May 15<sup>th</sup> whenever possible.

ARTICLE XVII – DURATION OF THE CONTRACT

- A. This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016.
- B. All terms and conditions of this Agreement shall remain in full force and effect for the full term of this Agreement shall continue to be binding on all parties hereto during the negotiations.

ARTICLE XVIII – SERVICE RELATED PAYMENTS

- A-1. Longevity compensation will be paid to all teachers per the following schedule, based on years of service:

After 18 years of service	\$1,350
After 23 years of service	\$2,150

- A-2. For each year of the Agreement, longevity compensation will be paid to all secretaries according to the following schedule, based on years of service.

After 10 years of service	\$ 900
After 15 years of service	\$1,025
After 20 years of service	\$1,200

- A-3. Longevity shall be eliminated for those aides who were not receiving longevity payments as of June 30, 2010, with the exception of K.A., who was eligible for longevity on

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September 1, 2010 in the amount of \$850. Longevity amounts for K.A. shall be frozen at \$850 for the duration of her employment.

- B-1. A guide salary adjustment will be paid to teachers and teacher aides who are off-guide. A salary guide adjustment will also be paid to aides hired prior to July 1, 2010. This super-max step on the salary guide shall be eliminated for all staff members who were at or below step eight (8) as of June 30, 2010. Increases for those super-max eligible staff members who were above step eight (8) as of June 30, 2010 have been mutually agreed upon by the parties and are within the limits of the total salary increases. The following amount should be added to the previous year's salary as follows:

	2013-2014	2014-2015	2015-2016
Teachers	\$969	\$903	\$841
Aides	\$330	\$330	\$330
Special Needs Aides	\$330	\$330	\$330

Part-time employees eligible for the super-max shall have the amount pro-rated accordingly.

#### ARTICLE XIX – MENTORING FOR PROVISIONAL TEACHERS

A. Mentor Selection:

1. Provisional teacher mentor positions shall be posted.
2. Administration shall seek volunteers for each position. If no volunteer is available, discretion will be used in assigning faculty to this responsibility.
3. No teacher shall involuntarily serve as a mentor to more than one provisional teacher at a time.

B. Payment to Mentor Teachers:

1. All teachers serving as mentors for provisional teachers shall be paid a stipend as required by law.
2. Based upon authorization by the provisional teacher:
  - a. Payment for the mentor teacher shall be deducted from the provisional teacher's regular bi-monthly pay in equal installments.
  - b. The Board shall pay the mentor teacher in two (2) installments; one-half payment in January and one-half payment in June.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries/authorized representatives, and their corporate seals to be placed hereon, all on the day and year first written above.

THE NORWOOD BOARD OF EDUCATION  
COUNTY OF BERGEN  
STATE OF NEW JERSEY

By: Mathew Ross  
Mathew Ross  
Board President

By: Joel Rabin  
Joel Rabin  
Negotiations Chairperson

Attest:

Louise A. Napolitano  
Louise A. Napolitano  
Business Administrator/  
Board Secretary

THE NORWOOD EDUCATION ASSOCIATION

By: Theresa Sullivan  
President

Attest:

Patricia E. McGee  
Negotiations Co-Chairperson

\_\_\_\_\_  
Negotiations Co-Chairperson



# SCHEDULE A

## Narwood Teachers Salary Guides

2013-2014

STEP	BA	BA+1S	BA+2D	MA	MA+1S	MA+3D	MA+4S	MA+5D
1	\$42,559	\$43,598	\$45,567	\$48,244	\$50,213	\$52,385	\$54,506	\$56,526
2	\$43,346	\$44,835	\$46,585	\$49,335	\$51,335	\$53,485	\$55,635	\$57,555
3	\$43,785	\$45,535	\$47,185	\$49,835	\$51,885	\$54,035	\$56,135	\$58,135
4	\$44,485	\$46,235	\$47,935	\$50,185	\$52,485	\$54,585	\$56,735	\$58,735
5	\$45,285	\$47,085	\$48,885	\$51,285	\$53,585	\$55,835	\$57,885	\$59,885
6	\$46,185	\$47,935	\$49,785	\$52,185	\$54,635	\$56,935	\$59,085	\$61,135
7	\$47,335	\$49,185	\$51,435	\$53,885	\$56,285	\$58,735	\$61,135	\$63,435
8	\$48,860	\$50,860	\$53,410	\$55,660	\$58,060	\$60,410	\$62,685	\$64,810
9	\$50,810	\$53,310	\$55,760	\$58,160	\$60,560	\$62,760	\$65,035	\$67,360
10	\$53,210	\$55,760	\$57,960	\$60,660	\$62,960	\$65,310	\$67,635	\$69,860
11	\$55,960	\$58,410	\$60,660	\$63,460	\$65,810	\$68,060	\$70,060	\$72,260
12	\$58,910	\$61,410	\$63,660	\$66,360	\$68,610	\$70,860	\$73,860	\$76,110
13	\$62,060	\$64,360	\$66,610	\$69,210	\$71,460	\$73,760	\$76,210	\$78,660
14	\$64,410	\$66,910	\$69,210	\$71,810	\$74,060	\$76,310	\$79,510	\$81,160
15	\$67,210	\$69,410	\$71,710	\$74,560	\$76,810	\$79,310	\$81,510	\$83,660
16				\$77,210	\$79,410	\$81,860	\$84,010	\$86,160

# SCHEDULE B

## Norwood Teachers Salary Guides

2014-2015

step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	\$43,618	\$44,855	\$46,706	\$49,405	\$51,380	\$53,530	\$55,655	\$57,655
2	\$44,249	\$45,738	\$47,488	\$50,238	\$52,238	\$54,388	\$56,538	\$58,538
3	\$44,688	\$46,438	\$48,088	\$50,738	\$52,788	\$54,938	\$57,038	\$59,038
4	\$45,388	\$47,138	\$48,838	\$51,088	\$53,388	\$55,488	\$57,638	\$59,638
5	\$46,188	\$47,988	\$49,788	\$52,188	\$54,488	\$56,738	\$58,788	\$60,788
6	\$47,088	\$48,838	\$50,688	\$53,088	\$55,538	\$57,838	\$59,988	\$62,038
7	\$48,238	\$50,088	\$52,338	\$54,788	\$57,188	\$59,638	\$62,038	\$64,338
8	\$49,763	\$51,763	\$54,313	\$56,563	\$58,963	\$61,313	\$63,588	\$65,713
9	\$51,713	\$54,213	\$56,663	\$59,063	\$61,463	\$63,663	\$65,938	\$68,263
10	\$54,113	\$56,663	\$58,863	\$61,563	\$63,863	\$66,213	\$68,538	\$70,763
11	\$56,863	\$59,313	\$61,563	\$64,363	\$66,713	\$68,963	\$70,963	\$73,163
12	\$59,813	\$62,313	\$64,563	\$67,263	\$69,513	\$71,763	\$74,763	\$77,013
13	\$62,963	\$65,263	\$67,513	\$70,113	\$72,363	\$74,663	\$77,113	\$79,563
14	\$65,313	\$67,813	\$70,113	\$72,713	\$74,963	\$77,213	\$80,413	\$82,063
15	\$68,113	\$70,313	\$72,613	\$75,463	\$77,713	\$80,213	\$82,413	\$84,563
16				\$78,113	\$80,313	\$82,763	\$84,913	\$87,063



SCHEDULE C

Norwood Teachers Salary Guides

2015-2016

step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	\$44,638	\$46,112	\$47,845	\$50,567	\$52,547	\$54,676	\$56,804	\$58,784
2	\$45,089	\$46,578	\$48,328	\$51,078	\$53,078	\$55,228	\$57,378	\$59,378
3	\$45,528	\$47,278	\$48,928	\$51,578	\$53,628	\$55,778	\$57,878	\$59,878
4	\$46,228	\$47,978	\$49,678	\$51,928	\$54,228	\$56,328	\$58,478	\$60,478
5	\$47,028	\$48,828	\$50,628	\$53,028	\$55,328	\$57,578	\$59,628	\$61,628
6	\$47,928	\$49,678	\$51,528	\$53,928	\$56,378	\$58,678	\$60,828	\$62,878
7	\$49,078	\$50,928	\$53,178	\$55,628	\$58,028	\$60,478	\$62,878	\$65,178
8	\$50,603	\$52,603	\$55,153	\$57,403	\$59,803	\$62,153	\$64,428	\$66,553
9	\$52,553	\$55,053	\$57,503	\$59,903	\$62,303	\$64,503	\$66,778	\$69,103
10	\$54,953	\$57,503	\$59,703	\$62,403	\$64,703	\$67,053	\$69,378	\$71,603
11	\$57,703	\$60,153	\$62,403	\$65,203	\$67,553	\$69,803	\$71,803	\$74,003
12	\$60,653	\$63,153	\$65,403	\$68,103	\$70,353	\$72,603	\$75,603	\$77,853
13	\$63,803	\$66,103	\$68,353	\$70,953	\$73,203	\$75,503	\$77,953	\$80,403
14	\$66,153	\$68,653	\$70,953	\$73,553	\$75,803	\$78,053	\$81,253	\$82,903
15	\$68,953	\$71,153	\$73,453	\$76,303	\$78,553	\$81,053	\$83,253	\$85,403
16				\$78,953	\$81,153	\$83,503	\$85,753	\$87,903

**TEACHERS' SALARY GUIDES -**  
**Advancement / Placement Chart for BA; BA+15 and BA+30**  
*(Read directly across the line to track advancement/placement)*

<u>2012-2013</u> <u>Step</u>		<u>2013-2014</u> <u>Step</u>		<u>2014-2015</u> <u>Step</u>		<u>2015-2016</u> <u>Step</u>
				1	----->	1
		1	----->	2	----->	2
1	----->	2	----->	3	----->	3
2	----->	3	----->	4	----->	4
3	----->	4	----->	5	----->	5
4	----->	5	----->	6	----->	6
5	----->	6	----->	7	----->	7
6	----->	7	----->	8	----->	8
7	----->	8	----->	9	----->	9
8	----->	9	----->	10	----->	10
9	----->	10	----->	11	----->	11
10	----->	11	----->	12	----->	12
11	----->	12	----->	13	----->	13
12	----->	13	----->	14	----->	14
13	----->	14	----->	15	----->	15
14	----->	15	----->	15	----->	15
15	----->	15	----->	15	----->	15

**TEACHERS' SALARY GUIDES -**  
**Advancement / Placement Chart for MA; MA+15; MA+30; MA+45 and MA+60**  
*(Read directly across the line to track advancement/placement)*

<u>2012-2013</u> <u>Step</u>		<u>2013-2014</u> <u>Step</u>		<u>2014-2015</u> <u>Step</u>		<u>2015-2016</u> <u>Step</u>
				1	----->	1
		1	----->	2	----->	2
1	----->	2	----->	3	----->	3
2	----->	3	----->	4	----->	4
3	----->	4	----->	5	----->	5
4	----->	5	----->	6	----->	6
5	----->	6	----->	7	----->	7
6	----->	7	----->	8	----->	8
7	----->	8	----->	9	----->	9
8	----->	9	----->	10	----->	10
9	----->	10	----->	11	----->	11
10	----->	11	----->	12	----->	12
11	----->	12	----->	13	----->	13
12	----->	13	----->	14	----->	14
13	----->	14	----->	15	----->	15
14	----->	15	----->	16	----->	16
15	----->	16	----->	16	----->	16
16	----->	16	----->	16	----->	16

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NORWOOD BOARD OF EDUCATION

Schedule D-1

Instructional Aides and Special Needs Aides hired after June 30, 2010 will be compensated as follows:

2013-2014	2014-2015	2015-2016
\$15.45/hr	\$15.90/hr	\$16.34/hr

Norwood Board of Education Schedule E		2013-2014	2014-2015	2015-2016
Board Office Secretary		\$46,960	\$48,322	\$49,675
Principals' Secretary		\$43,642	\$44,908	\$46,165
Front Office Secretary		\$43,642	\$44,908	\$46,165
Child Study Team Secretary		\$36,248	\$37,299	\$38,343
P/T CST Clerical Aide, P/T Library Clerk & P/T Front Office		\$25,526	\$26,267	\$27,002



SCHEDULE F

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim based upon a Board policy or administrative decision which affects the rights of the parties and/or terms and conditions of employment of a teacher or group of teachers, teacher/library aide, special needs aide or group of special needs aides, group of teachers/library aides, secretary or group of secretaries and/or interpretation, meaning or application of any of the provisions of this Agreement. However, the term "grievance" shall not apply to (a) any claim for which a manner or review is prescribed by law; or (b) any rule or regulation of the State Department of Education or Commissioner of Education; or (c) the refusal of the Board of Education to reemploy non-tenure employees or to grant said non-tenure employees a hearing where reemployment of said non-tenure employees has not been approved by the Board of Education.
2. An "aggrieved person" is the person or persons or Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the disputes, which may from time to time arise, affecting the rights of the parties or terms and conditions of employment of teachers and teacher/library aides. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher/library aide having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. Since it is important that grievances be processed as expeditiously as possible, the number of days indicated at each level should be considered as a

maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level I

An aggrieved person with a grievance shall, within twenty (20) school days of its occurrence, first discuss it with his/her immediate superior or with the Chief School Administrator, if mutually agreed upon by the Association and the Administration, with the objective of resolving the matter informally.

An aggrieved secretary who is employed in a Board Office position shall follow the procedure delineated above, with the exception that the matter be discussed informally with the Business Administrator.

Level II

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, a grievance may be filed with the Chief School Administrator within five (5) school days after the decision is made at Level I. The Chief School Administrator shall render a written decision within twenty (20) school days after receiving the written grievance.

If an aggrieved secretary who is employed in the Board Office position is not satisfied with the disposition of his/her grievance at Level I, the grievance may be filed in writing with the Business Administrator. The Business Administrator shall render a written decision within twenty (20) school days after receiving written grievance.

Level III

If the aggrieved person is not satisfied with the disposition of his/her grievance at level II, a grievance may be filed with the Board of Education within five (5) school days after the Chief School Administrator's or Business Administrator's decision. The Board of Education shall make a written decision of the grievance within one (1) calendar month after receipt of the grievance.



#### Level IV

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, he/she shall submit a request to proceed to the Association for approval. If approved, a written request for advisory arbitration must be authorized by the Grievance Committee, and only then shall be filed with the Board of Education no later than twenty (20) days following the Board of Education's decision. Failure to file within said time period shall constitute a bar to such advisory arbitration, unless the aggrieved person and the Board of Education shall mutually agree upon a longer time within which to assert a request for advisory arbitration.

Within ten (10) school days after such written notice of submissions to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve.

If the parties are unable to agree upon an arbitrator within the specified period, a request for a list of arbitrators may be made to the New Jersey State Board of Mediation by either party. The parties shall then be bound by the rules and procedures of the New Jersey State Board of Mediation in the selection of an arbitrator and during the arbitration proceedings.

The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be advisory only and shall be in writing, and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall in no way alter, modify, add to or subtract from the agreement.

#### D. COSTS

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### E. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, a representative selected or approved by the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Such procedure concerning representation shall not apply at Level I.

F. REPRISALS

No action of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association, or any other participant, in the grievance procedure by reason of such participation. Similarly, no action of any kind shall be taken by any Employee covered by this Agreement against the Board, any Board member, any or member of the administration or its representatives in the grievance procedures by reason of such participation.

G. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers or teacher/library aides, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure.

H. CONCLUSION

1. All unsatisfactory decisions rendered to the aggrieved person at Level I, II, III and IV, shall be in writing, setting forth the decision and the reason or reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
2. All meetings and hearings under this procedure shall not take place during the school day and shall not be conducted in public and shall include only such parties in interest and their designated or selected representative heretofore referred to in this Article.