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AGREEMENT

This Agreement entered into this 29 day of April, 1970, by and between the Board of Education of the Borough of Norwood, County of Bergen, hereinafter called the "Board", and the Norwood Teachers Association, Norwood, Bergen County, New Jersey, hereinafter called the "Association".

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 all employees of the Board who have been certified by the Association as members thereof in good standing, and certified by the State Board of Education, in the following Unit, including those with tenure, on probation, and on interim but not per diem appointments:

Classroom Teachers
Guidance Counselors
Nurses
Librarians
Reading Teachers

- b. The Administrative Principal of the Board is hereby specifically excluded from the aforesaid negotiation Unit.
- c. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution or under any laws of the State of New Jersey in such case made and provided.

ARTICLE II - SALARIES AND ADDITIONAL COMPENSATION

- a. The salaries of all employees covered by this Agreement, with the exception of the School Nurse, are set forth in Schedule A, which is

THIS BOOK IS NOT CIRCULATING

1970-71

- b. The salary of the School Nurse is as set forth in Schedule B, which is attached hereto and made part hereof.
- c. All teachers who are contracted by resolution of the Norwood Board of Education to participate in certain after-school activities as hereinafter described, shall receive an annual additional compensation, in addition to the teacher's regular salary for services as a teacher, in accordance with the following schedule:

<u>Activity</u>	<u>Annual Additional Compensation</u>
Band	\$250.00
Cheerleading	\$200.00
Chorus	\$250.00
Intramurals	\$300.00
Interscholastic	\$200.00

Either the teacher or the Board may discontinue said contracted assignments to the after-school activities as aforesaid, with said discontinuance becoming effective as of the beginning of the ensuing school year, and with said annual additional compensation allowance becoming inoperative as of the date of said discontinuance.

ARTICLE III - TEACHER AIDES

- a. Teachers shall, except as otherwise hereinafter provided, have a duty-free lunch period as long as the students' lunch period. The teacher shall be relieved of direct supervision of the lunchroom and playground during the lunch period. The Board shall engage teacher aides for direct supervision of the lunchroom and playgrounds during the lunch period, but the teachers shall be available for assistance and consultation with the teacher aides in the event any question, matter or problem arises during the lunch period. The assignment and scheduling of the teachers for this duty shall be determined by the Administrative Principal. In the event that such teacher aides are unavailable or absent, the teachers shall perform such duties

as assigned and directed by the Administrative Principal without any additional compensation for such work. The Association agrees to include the Aides in an orientation program at the beginning of the school year, and to meet with the Aides from time to time during the school year to render advice and discuss matters concerning the lunchroom and playground supervision by the Aides.

- b. The customary and usual regular work in connection with the teachers' duties, such as but not limited to, dittoing 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, but the Board agrees, in an effort to aid the teachers in the performance of their regular duties, to employ a clerical aide for three half-days per week, for clerical work for the entire instructional staff. The clerical aide shall be responsible to the Administrative Principal who shall determine the duties, activity, work and assignment of the clerical aide.

ARTICLE IV - INSURANCE PROTECTION

- a. The Board will pay the full premium for each employee under the New Jersey State Benefit Plan for the following:
- Blue Cross-Blue Shield
 - Rider J
 - Major Medical
- b. The Board will, upon written request of the employee, also pay the full premium for the employee's immediate family for the above-mentioned insurance protection, provided that the Board's insurance carrier and the employee's insurance carrier are not the same company, in which event the premium for the employee's family will not be paid by the Board. The employee shall furnish the Board an affidavit to this effect with his or her request for coverage

- c. Teachers are responsible for providing the Board's Secretary with required forms and data within the ten working days of their effective starting date of employment.

ARTICLE V - NEGOTIATION 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 the minutes thereto. The Board will receive a complete proposal from the Association no later than November 1, 1970. Collective negotiations shall begin no later than December 1, 1970.
- b. The contract shall be in writing and duly signed and executed by the Board and the Teachers 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.

ARTICLE VI - GRIEVANCE PROCEDURE

The grievance procedure shall be as set forth in Schedule C, which is attached hereto and made part hereof.

ARTICLE VI - SICK LEAVE

- a. The teachers shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. Employees interested in knowing the number of sick days to which they are entitled may obtain this information, in confidence, from the Board Secretary by verbally requesting this information. The Board Secretary will provide this information verbally within a reasonable time after the request has been made.

ARTICLE VII - TEMPORARY LEAVE OF ABSENCE

Employees shall be entitled to the following temporary leave

accumulative leaves of absence with full pay each school year:

- i. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrative Principal for said leave shall be made before taking said leave (except in case of emergency) and the applicant for such leave shall be required to state the reason for taking such leave.
- ii. Other leaves of absence with pay may be granted by the Board, in its sole and absolute discretion, for good reason. The decision of the Board of Education shall be final and conclusive upon the parties hereto and the employee.
- iii. Leave granted under the above sections shall be in addition to any sick leave to which the employee is entitled as set forth in this agreement.

ARTICLE IX - GENERAL PROVISIONS

- a. This Agreement is subject to the laws of the State of New Jersey and the decisions, rules and regulations of the State Board of Education and the decisions of the State Education Commissioner.
- b. There shall be no reprisals of any kind taken against any employee by reason of his or 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 or sanctions, 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.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970, and shall continue

in effect until July 1, 1971.

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

Attest:

Secretary

Attest:

Secretary

THE NORWOOD BOARD OF
EDUCATION in the County of Bergen

By _____
President

THE NORWOOD TEACHERS
ASSOCIATION

By _____
President

SCHEDULE A

Credited
Years of
Experience

	<u>BA</u>	<u>BA+16</u>	<u>MA</u>	<u>MA+16</u>	<u>6 Years</u>
1	7,700	8,200	8,700	9,200	9,700
2	8,000	8,500	9,100	9,600	10,100
3	8,300	8,800	9,500	10,000	10,500
4	8,600	9,100	9,900	10,400	10,900
5	8,900	9,400	10,300	10,800	11,300
6	9,200	9,700	10,700	11,200	11,700
7	9,500	10,000	11,100	11,600	12,100
8	9,900	10,400	11,600	12,100	12,600
9	10,300	10,800	12,100	12,600	13,100
10	10,700	11,200	12,600	13,100	13,600
11	11,100	11,600	13,100	13,600	14,100
12	11,600	12,100	13,700	14,200	14,700
13	12,100	12,600	14,300	14,800	15,300
14		13,100	14,900	15,400	15,900

Adopted: March 25, 1970

SCHEDULE B

School Nurse

The salary of the school nurse for the school year 1970-1971 shall be \$8,800.00, with a ten-month contract.

The school nurse shall be entitled to all the same benefits received by the teachers as set forth in the attached Agreement, with the exception of the benefits of the salary guide as set forth in Schedule A.

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers, and/or the interpretation, meaning or application of any of the provisions of this contract. 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 who 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 problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as 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 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 terms of this Agreement.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly 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. A teacher with a grievance shall first discuss it with his immediate superior with the objective of resolving the matter informally.

Level II. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, a grievance may be filed with the District Administrator within five school days after the decision is made at Level I. The District Administrator shall render a written decision within ten school days after receiving the written grievance.

Level III. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, a grievance may be filed with the Board of Education within five school days after the District Administrator's decision. The Board of Education shall make a written decision of the grievance within thirty school days after receipt of the grievance.

Level IV. If the aggrieved person is not satisfied with the disposition of his grievance at Level III, a grievance may be submitted to an advisory board within ten school days after the Board of Education's decision.

The Board of Education and the aggrieved will each nominate one advisor. A third member, who shall be the chairman, shall be selected by the advisors named by the Board of Education and the aggrieved party.

The authority of the advisory board shall be advisory only and shall be limited solely to the interpretation of the agreement to which this procedure is annexed and shall have no

authority to add to, subtract from, or modify any of said provisions nor shall the advisory board have the authority to substitute its judgment as to the degree of discipline.

The decision of this advisory group be presented in writing to the Board of Education and the aggrieved within thirty days. The Board of Education will meet as a whole and review the facts and conclusions presented by the Advisory Board within thirty days. As a result of this review, the aggrieved will be notified of the Board's conclusions.

D. COSTS

The cost for the services of the advisor, 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, or at his option, a representative selected or approved by the Association. When a teacher 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.

G. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the District 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. MISCELLANEOUS

1. All unsatisfactory decisions rendered to the aggrieved person at Levels 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 representatives, heretofore referred to in this Article.

January 27, 1970