Contract no. 438

4-013-2

AGREEMENT

THE NORWOOD BOARD OF EDUCATION

and

THE NORWOOD TEACHERS ASSOCIATION

1.989-90 1990-91

1991-92

LIBRARY INSTITUTE OF MANAGEMENT

SEP 2 0 1990

RUTGERS UNIVERSITY

AUTGENS UNIVERSITY

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### AGREEMENT

This agreement entered into this 11th day of June 1990 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 Teachers' Association, Borough of Norwood, County of Bergen, State of 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 certified employees of the Board who serve as teachers, school psychologists, guidance counselors and library/teacher aides including those with tenure, on probation and on interim but not per diem appointments.
- B. Only those items which are specifically designated as applicable to library aides and/or teacher aides shall apply to them. No other term of this contract shall be applicable to said library aides or teacher aides.

### ARTICLE II - SALARIES AND ADDITIONAL COMPENSATION

A. 1. The salaries of all employees covered by this agreement are set forth in schedules as follows which are attached and made part hereof:

Schedule A - Teachers' Salary Guide 1989-90 Schedule B - Teachers' Salary Guide 1990-91 Schedule C - Teachers' Salary Guide 1991-92 Schedule D - Library (Teacher Aides' Salary Guide

Schedule D - Library/Teacher Aides' Salary Guides 1989-90, 1990-91, 1991-92

2. Courses for credit toward advanced placement on the salary guide shall be subject to approval in advance by the Chief School Administrator. 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 advanced degree has been verified by an official transcript(s) to the satisfaction of the Chief School Administrator.

A change in a staff member's placement on the guide shall be made in the Board's salary records only twice per year, on February 15 and September 15. Staff members completing the additional credits or attaining the advanced degree prior to the change date, but whose verification occurs later, shall have his or her column change entered on the next change date and shall receive the additional compensation retroactively to the date on which the staff member otherwise qualified for the advanced placement.

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.

- 4. It is clearly understood and agreed by the parties hereto that the salary increments specified in Schedules A, B, C and D, "Salary Guide", are not automatically granted, but are conditioned upon the recommendation of the Chief School Administrator as delineated in the policies of the Board of Education. The Board expressly reserves the right to withhold for inefficiency or other good cause the employment increment or the adjustment increment or both.
- 5. In the event that the Board desires to exercise its right to withhold any increment or adjustment as aforesaid, the Board hereby agrees to follow the following procedures:
  - a. Whenever the Chief School Administrator decides to submit to the Board a recommendation to withhold a salary increment, the teacher to be so deprived shall be given written notice of this recommendation.
  - b. Arrangements shall be made to afford said teacher a reasonable opportunity to speak in 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 days, give written notice of such action, together with the reasons therefore to the teacher concerned.
- 6. Sections 4 and 5 a-d of this Article shall apply to the Library/Teacher aides.
- B. All provisions set forth herein for increases in salary are expressly subject to all present and future Federal and State Laws concerning wage controls.

C. All teachers who are contracted by resolution of the Norwood Board of Education to participate in certain extra curricula activities, as hereinafter described, shall receive compensation, in addition to the teacher's regular salary for services as a teacher, in accordance with the following schedule:

### ACTIVITY COMPENSATION

Cheerleading \$550 per advisor per sport

Yearbook \$1000 shared by two advisors and one unassigned period per advisor per week.

Student Council \$450 or one unassigned period per week.

Affirmative Action: \$400 per year

Safety Squad \$350 per year

8th Grade Advisor \$367 and no homeroom responsibilities.

Athletic Coordinator \$250 per year

Crowd Supervision \$18 per session

Curriculum Coordinators Released time or \$317 job expectations are to
be commensurate with
amount of released time

or pay.

Interscholastics Years in Position: 0-2 \$ 900

3~5 1100 6+ 1300

Documentation for number of

years may be required.

### ACTIVITY

### COMPENSATION

Intramurals Years in Position: 0-2 \$ 400

3-5 550 6+ 650

Documentation for number of

years may be required.

Ski Club \$250 per year

Cross Country Track Club \$250 per year

Computer Club \$250 per year

Stokes Coordinator: \$367 per year

The Board may discontinue in the event of an emergency any said contracted assignment to the activities 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, except for paid lunch duty as delineated in Article III.

- 2. Compensation for any approved activities not listed above shall be negotiated by the Board and the Association.
- 3. When a teacher's attendance is required on students' overnight field trips that are curriculum connected, the teacher accompanying the class shall be compensated at the rate of seventy-five dollars (\$75) per night.
- 4. Sections C 1, 2 and 3 shall apply to Library/Teacher Aides.

### ARTICLE III - LUNCHROOM/CLERICAL ASSISTANCE

### A. Lunchroom Coverage

1. All teachers who are voluntarily contracted by resolution of the Norwood Board of Education to participate in Paid Lunch Duty hereinafter described, shall receive compensation in addition to the teacher's regular salary for services as a teacher, in accordance with the following schedule:

### Activity Compensation

Paid Lunch Duty Year 1: \$18.00 per session per teacher Year 2: \$19.00 per session per teacher Year 3: \$20.00 per session per teacher

Stipulations included herein shall not be deemed to supersede Article IIIA except that teachers accepting this position shall eat with the students and not be given an alternate lunch period.

The Board or the teacher(s) may discontinue said contracted assignment to this extra school activity with one month's notice and with said additional compensation allowance becoming inoperative as of the date of said discontinuance.

2. Teachers who are not regularly scheduled for lunch duty shall be available for emergency assistance. Teachers who are assigned this emergency duty will be compensated for one half session emergency coverage as follows:

Activity
Emergency Lunch Duty
Year 1: \$ 9.00
Year 2: \$ 9.50
Year 3: \$10.00

3. The assignment and scheduling of the teachers for duty shall be determined by the administration. In the event that lunchaides are unavailable or absent, the teachers shall perform such duties as assigned and directed by the administration and will receive emergency lunch duty compensation for such work.

4. Section A1, through A3, shall apply to teacher aides, but not library aides.

### B. Clerical Assistance

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. The Board agrees to provide clerical assistance in carrying out the above mentioned duties.

### ARTICLE IV - INSURANCE PROTECTION

A. The Board will pay the full premium for each employee under the New Jersey State Health 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 premiums for the employee's eligible dependents 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 with an affidavit to this effect with his or her request for coverage.
- 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 and a full family prescription plan for each member of the bargaining unit. In no event however shall the Board expend more than the following amounts for the members of the bargaining unit who are eligible for the coverage as of September 1, 1989 for the year indicated:

1989-90 - \$35,431 1990-91 - \$38,974 1991-92 - \$42,871

It is specifically understood that these figures represent the maximum expense for both coverages for staff members hired prior to September 1, 1989. New staff members hired after September 1, 1989 and covered by this agreement shall be granted this benefit at the same pro-rated maximum as previously hired staff.

The company providing dental and prescription coverage may be recommended by the bargaining unit for Board approval and shall remain unchanged for the contract term.

- E. As early as possible in each school year covered by this agreement the Board will notify the Association of anticipated increases in the dental and prescription premiums. If projected increases shall exceed the cap, the Board and the Association will work out a mutually equitable payroll deduction to cover costs beyond the cap.
- F. All insurance coverages shall be available only to fulltime employees which are hereby defined to mean those employees working twenty (20) or more hours a week.
- G. This article shall be applicable to the Library/Teacher Aides.

### 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 will receive a complete proposal from the Association no later than November 15, 1991. Collective negotiations shall begin no later than December 15, 1991.
- 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 E 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.
- 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. A two-tiered program of compensation for unused sick days upon retirement to become effective 1989-90 as follows:

Any employee covered by the terms of this agreement who has taught a minimum of fifteen (15) years as an employee of the Norwood Board of Education shall, upon retirement, be compensated for accumulated sick leave, but in no event for more than fifty-five (55) days maximum of such accumulated sick leave. Compensation for such accumulated sick leave shall be at the rate of \$40.00 per day with a maximum cap of \$2,200.00.

Any employee covered by the terms of this agreement who has taught a minimum of twenty-five (25) years as an employee of the Norwood Board of Education shall, upon retirement, be compensated for accumulated sick leave, but in no event for more than one hundred and ten (110) days maximum of such accumulated sick leave. Compensation for such accumulated sick leave shall be at the rate of \$50.00 per day with a maximum cap of \$5,500.00.

E. Section A, B, C and D shall apply to the Library/Teacher Aides.

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

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
  - 1. Personal Leave
    - a. In effort prevent an to undue hardship to individual staff members who must attend to 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. Exclusive of boxed reasons numbered one (1) through ten (10) on the attached Personal Leave Request form other leave shall be at the discretion  $\mathbf{of}$ the Chief School Administrator.

- 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. 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 F which is attached and made part hereof.
- d. The reason "pre-emptory day" may be utilized a maximum of one day each year by each staff member.
- e. Personal leave shall not be used as an extension of vacation time or holiday time.
- f. The total number of staff members taking a "preemptory day" may not exceed four (4) on any given day.

#### 2. Bereavement

All staff members covered by this agreement shall be granted a temporary leave of absence up to a maximum of four (4) days for each death in the immediate family which shall include: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, stepparents, stepchildren or other persons permanently residing in a staff member's household.

### 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 of Education shall be final and conclusive upon the parties hereto and the employee.

- 4. 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.
- B. This article shall be applicable to Library/Teacher Aides.

### 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.
  - 2. Extended leaves for preparation for childbirth, child rearing, or adoption shall run from their commencement date until the end of that school year. Extended leaves for child rearing or adoption may be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school year. The second year of absence will be granted at the Board's discretion.
  - 3. In special circumstances, the Board may grant a child rearing leave which terminates prior to the end of a 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 of Education for a disability leave of absence and shall be granted the 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.
  - Accumulated sick days may be utilized during the disability period.

- 3. The Board of Education 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 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.
- 4. A non-tenured teacher shall only be entitled to a leave up to the expiration of her contract. A non-tenured teacher shall not be denied reemployment on the basis that she is pregnant or on leave.
- 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.
- 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.
- 7. All of the above must be consistent with present and future laws and/or Commissioner of Education decisions.
- C. Requests from Library/Teacher 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 with a minimum of three 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 study with a minimum of 24 credits or the educational equivalent, or for other reasons of value to the school system.
- B. Sabbatical leave shall be granted according to the following conditions:
  - 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 and action taken by the Board no later than February 15 prior to the school year for which the leave is requested.
  - 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 sabbatical leave. Personal leave of absence granted by the Board shall notbe construed interruption to continuous service. At the same time, leave granted by the Board shall not be counted as part of active service.
  - 3. A teacher on sabbatical leave shall be paid at one half of his/her bi-weekly pay rate.
  - 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 absence.
  - 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.

### 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 Norwood Board of Education for a period of at least two full 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 in proportion to the unfulfilled time 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 rate of 7 1/2% per annum, 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.

### 7. Forfeiture of Leave:

Two reviews shall be conducted during the sabbatical leave, one by December 1 and one by March 1. If, at any time 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 of Education 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.

### 8. Reinstatement:

At the expiration of a sabbatical leave, the teacher shall be reinstated in the position held at the time such leave was granted unless otherwise mutually agreed upon. This presupposes however, that conditions have not arisen that would have changed such teacher assignment and type of work had he/she remained in active service. A further condition is the presentation of evidence, satisfactory to the Chief School administrator that the period of leave has been utilized in good faith for the purpose for which it was granted.

### 9. Length of Sabbatical Leave:

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

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. The school calendar will coincide with the other school districts' calendars in the Northern Valley. In the event that the school districts in the Northern Valley have conflicting calendars, the student calendar will not exceed 184 days. The teachers and teacher aides will report two additional days, one prior to the day on which the children report to school in September and the other day subsequent to the closing of the students' school year.
- B. The library aide shall report five working days prior to the official opening of school faculty meeting. The library 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 30th.

C. Evening responsibilities shall be limited to four evenings. Any staff member working more than four evenings will receive a stipend of \$25.00 per night. No staff member will have more than six evening responsibilities.

Teacher Aides are required to attend one back-to-school night meeting. The library aide shall not be required to attend any night meetings.

The district may conduct parent/teacher conferences two evenings and on those days students and teachers will have one-session days.

D. All Monday afternoons are to be kept open for faculty meetings which will not exceed 4:30 P.M. except in cases of emergency. Library/teacher aides will not be required to attend faculty meetings.

### ARTICLE XII - SUBSTITUTES

It is the intent of the Norwood Board of Education to obtain qualified substitutes. In the event that any teacher is utilized for class coverage during unassigned time, and no unassigned time is found within the teacher's monthly pay period to replace it, then that teacher shall receive \$10.00 for each such coverage.

### ARTICLE XIII - HOMEROOM COVERAGE

In grades 7 and 8, one homeroom per grade level will be rotated yearly among classroom teachers and specialists. The assignment of this rotation is at the discretion of the Chief School Administrator.

### 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 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 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 Norwood Teachers' Association for their review and comment. The Board will forward by registered mail the dated first draft of the recommended policy for adoption to the President and Secretary of the N.T.A. at the addresses submitted to the Board Secretary. The Board will assume that the N.T.A. 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 - DURATION OF THE CONTRACT

- A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992.
- B. All terms and conditions of this Agreement shall remain in full force and effect for the full term of this agreement and shall continue to be binding on all parties hereto during the negotiations.

### ARTICLE XVI - LONGEVITY

A. See NOTE on Salary Guides

\* \* \* \* \* \* \* \* \* \* \* \* \*

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: Michael D

Attest:

Mary/Kelly, Secretary

THE NORWOOD TEACHERS' ASSOCIATION

Doris Buxbarm, President

Attest:

Raxmond E. Skórka

Negotiations Chairperson

# SCHEDULE A

NORWOOD BOARD OF EDUCATION SALARY GUIDE - IN DOLLARS 1989-90 School Year

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NOTE:

TO THE ABOVE AMOUNTS, LONGEVITY PAY MUST BE ADDED AS FOLLOWS:

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# SCHEDULE B

NORWOOD BOARD OF EDUCATION SALARY GUIDE - IN DOLLARS 1990-91 School Year

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# SCHEDULE C

NORWOOD BOARD OF EDUCATION SALARY GUIDE ~ IN DOLLARS

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Schedule D

# NORMOOD BOARD OF EDUCATION TEACHERS AIDES - SALARY GUIDE

1991-92	(\$25,500x55%-FACTOR	STEP	1 - 14,025 2 - 14,558 3 - 15,094 4 - 15,761 5 - 16,429 6 - 17,097 7 - 17,899 8 - 18,699
1990-91	(\$24,000×55%-FACTOR)	STEP	1 - 13,200 2 - 13,702 3 - 14,206 4 - 14,834 5 - 15,463 6 - 16,091 7 - 16,846 8 - 17,599
1989-90	(\$22,500x55%-FACTOR)	STEP	1 - 12,375 2 - 12,845 3 - 13,318 4 - 13,907 5 - 14,496 6 - 15,085 7 - 15,793 8 - 16,499

NOTE: TO THE ABOVE AMOUNTS, LONGEVITY PAY MUST BE ADDED AS FOLLOWS:

വ്	SERVICE	ď	27	AFTER
1,750	SERVICE	4	24	AFTER
سٽ	SERVICE	$\neg$	21	AFTER
950	SERVICE	YEARS	18	AFTER
825	SERVICE	YEARS	15	AFTER
550	SERVICE SERVICE	YEARS	20	AFTER

### SCHEDULE E

### GRIEVANCE PROCEDURE

### A. DEFINITION

- 1. claim based upon a grievance is а Board administrative decision which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers, teacher/library aide or group of teacher/library aides and/or the interpretation, meaning or application of any of 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 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 or 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

- 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

An aggrieved person with a grievance shall within fifteen (15) school days of its occurrence first discuss it with his/her immediate superior with the objective of resolving the matter informally.

### 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 ten (10) school days after receiving the 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 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 have the right to request advisory arbitration. A written request for advisory arbitration 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.

The Board of Education and the aggrieved will each nominate one advisor. A third member, who shall be the chairperson, 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 advisory board, so selected, shall confer with the Board of Education and the aggrieved person and hold private hearings promptly. The advisory board shall issue their decision in writing to the Board of Education and the aggrieved person within thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived by the Board of Education and the aggrieved person, then from the date the final statements and proofs are submitted to them. The Board of Education will meet as a whole and review the facts and conclusions presented by the advisory board within thirty (30) days. Within ten (10) days of this review, the aggrieved person will be notified in writing of the Board of Education'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/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.

### 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 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 representative heretofore referred to in this Article.

# SCHEDULE F

### NORWOOD PUBLIC SCHOOL

Copy 1 - Administrator Copy 2 - Teacher Copy 3 - Principal

## Personal Day Leave Request Form

Staff	Mem	ber's N	Name:	_				
ate	of At	sence	;	A.M.			P.M	Full Day
	This	busin	ess requires my absence during school hours.					
	Cate	gory (	Check one)					
		Pers	onal					
		Fam	ily					
		Hou	sehold					
		Lega	al					
	Reas	son (C	heck one)					
	1.		Pre-emptory (May be used only once per year)		6.		Graduation -	Limited to Spouse.
	2.		Thesis Defense		7.		House Closin	Child/Stepchild
	3.		Official Adoption Hearing		8.		Religious Ho	iliday
	4.		Court Subpoena		9.		Tax Audit	
	5.		Death of Friend		10.		Official Divo	orce Hearing
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			Date					Date:

Administrator's Signature

Staff Member's Signature

### SCHEDULE G

### THE NORWOOD PUBLIC SCHOOL DISTRICT

### SABBATICAL CONTRACT FORM

(Annual Notice to Employee Under Tenure Attached)

1.	PURPOSE	

The purpose of this sabbatical is detailed in the attached Sabbatical Request Form.

### II. VERIFICATION

- A. Attach appropriate documentation
- B. Terms of verification:
  - 1. This contract will be verified by the following measures:

 In addition, a mid-year review shall be conducted by January 15 of this subbatical year.

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One half of the bi-weekly rate of pay = \$\_\_\_\_\_.

### IV. NTA/RORWOOD BOARD OF EDUCATION CONTRACT

Prior to signing this agreement, I have read, reviewed and understand all clauses of Article X-Sabbatical Leave.

Teacher's Signature:	President, Board of Education:
Date:	Date:

# CONTRACTUAL OBLIGATIONS (Article X--Sabbatical Leave)

- A. A sabbatical leave shall be granted to a teacher by the Board for a program of study with a minimum of 24 credits or the educational equivalent, or for other reasons of value to the school system.
- B. Sabbatical leave shall be granted according to the following conditions:
  - 1.5. See RFA Continct (Dendlinea: request submission by December 15 and Board action so Inter than February 15, prior to the school year for which the leave is requested.)
  - 6. Subsequent Service Return to Active Duty .
    - (n) As a condition to be granted subbatical leave, THE TEACHER SHALL, ENTER INTO A CONTRACT, upon mutually agreeable terms, 40 continue in the service of the Norwood Board of Education for a period of at least two full academic years; immediately following the year in which the subbatical leave is taken.
    - (b) Any teacher not completing the service requirement in paragraph 6(a) above will refund an amount of his/her subbatical leave salary in proportion to the unfulfilled time which he agreed to serve. In the event a teacher falls 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 rate of 7½ per amount, 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.
    - 7. A mid-year review shall be conducted by January 15th of the sabbatical year. If the teacher is unavailable to confer with the C.S.A., written communications shall be required to demonstrate that the leave is fulfilling its purpose. If, at any time during the leave year, the C.S.A. 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 C.S.A. shall confer with the Board of Education 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.
    - 8-10. See RTA Contract (reinstatement, length of leave and other employment)

Teacher <sup>t</sup>	o Signature:		Date:
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# THE NORWOOD PUBLIC SCHOOL DISTRICT

# SABBATICAL REQUEST FORM

TEACH	ER:	YEARS	IN NORWOOD:	_
I.	REASON FOR REQUEST			
II.	PROPOSAL  A. Specific Activities:			
III.	B. Documentation—— Attach appro  VALUE TO TEACHER	priate sup;	porting documents.	
IV.	VALUE TO THE NORWOOD SCHOOL SYSTE	<u>M</u>		