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**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT
between
THE HAWORTH BOARD OF EDUCATION
and
THE HAWORTH TEACHERS' ASSOCIATION
covering the period
July 1, 1972
to
June 30, 1973

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A G R E E M E N T

THIS AGREEMENT entered into this ninth day of March , 1972,
by and between the BOARD OF EDUCATION OF HAWORTH, Bergen County, New Jersey,
(hereinafter called the "BOARD") and the HAWORTH TEACHERS' ASSOCIATION, (hereinafter
called the "ASSOCIATION").

WITNESSETH:

WHEREAS, The parties have reached certain understandings which
they desire to confirm in this Agreement, and

WHEREAS, It is mutually agreed by the Board and the Association
that the welfare of the students is of paramount importance and is the first
concern of both parties;

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

ARTICLE I

RECOGNITION

THE BOARD recognizes the ASSOCIATION as the exclusive representative
for collective negotiations concerning the terms and conditions of employment
of all regularly employed certificated personnel exercising non-supervisory
positions, including, but not necessarily limited to the following personnel:

1. Teachers
2. Learning Disabilities Specialist
3. Reading Specialist
4. Supplementary Teacher
5. Speech Therapist
6. Nurse/Teacher

The following certificated personnel are expressly excluded from this Agreement:

1. Administrative Principal
2. Assistant Administrator
3. School Psychologist
4. Social Worker

ARTICLE II

NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires.
2. During negotiations, the Board shall make available to the Haworth Teachers' Association team for inspection, public records pertinent to the items under discussion.
3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
4. (a) Three (3) representatives of the Board and the Board Secretary, and the Associations' negotiating committee, consisting of four (4) members, shall meet whenever mutually desirable for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

(b) Each party shall submit to the other, when practicable, an agenda covering matters they wish to discuss.

(c) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
5. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

Negotiation Procedure, continued:

6. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

Definitions:

1. A "grievance" is hereby defined as a claim by a teacher, or a group of teachers, or the Haworth Teachers' Association, concerning the interpretation, application, or violation of this agreement; or any situation affecting the welfare or terms and conditions of employment of teachers; provided, however, that the term "grievance" shall not apply to (a) any claim for which a manner of 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.

Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Grievance Procedure

Purpose (continued):

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any 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 and that the Association has been notified of the adjustment.

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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, 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 One
A teacher with a grievance shall first discuss it with the Administrative Principal, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.
4. Level Two
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, it may be filed with the Board of Education either directly or through the Association's representative.
5. Level Three
If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the Board, he may request that the grievance be submitted to an Advisory Board.

Grievance Procedure

Procedure - 5. Level Three (continued):

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 costs of said Advisory Board, if any, shall be shared fifty per cent (50%) by the Board of Education and fifty per cent (50%) by the aggrieved party.

If the Advisory Board fails to make a recommendation acceptable to both parties within fifteen (15) days after the hearing of the same, the aggrieved party shall pursue its rights and remedies afforded by the Laws, in such case made and provided, if any.

Rights of Teachers to Representation:

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by 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.
2. No reprisals 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 Haworth Teachers' Association, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous:

1. If, in the judgment of the Haworth Teachers' Association, a grievance affects a group of teachers, the Haworth Teachers' Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Haworth Teachers' Association.
3. All documents, communications and records dealing with the processing of a grievance at Level One will be kept in the personnel file of any of the participants. All documents,

Grievance Procedure

Miscellaneous (continued):

communications and records dealing with the processing of a grievance beyond Level One shall be filed in a separate grievance file in the office of the board secretary and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be drawn up jointly by the Board and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

SALARIES

The salaries of all personnel covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

It shall be clearly understood by both parties that the salary schedules included in this Agreement do not guarantee an automatic salary increase. The Board reserves the right to withhold increments as permitted by NJSA 18A:29-14 and other applicable law.

ARTICLE V

INSURANCE PROTECTION

The Board shall maintain and keep in force its present insurance protection for personnel covered by this Agreement; provided, however, for the period covered by this Agreement the Board shall pay one hundred per cent (100%) of the additional premium for coverage of dependents under the State Health Benefit Plan.

ARTICLE VI

TUITION REIMBURSEMENT

The Board shall reimburse to all persons covered by this Agreement an amount not to exceed \$100.00 per year for tuition for courses taken above and beyond those required by the Recurring Study Policy, provided, that said courses have the prior written approval of the administrator.

Teachers will submit an annual report as specified by the principal or chief school administrator, describing professional growth activities engaged in by the teacher that year.

ARTICLE VII

REIMBURSEMENT FOR ATTENDANCE AT
NJEA CONVENTION

The Board shall reimburse to personnel covered by this Agreement the sum of \$15.00 per day, up to a maximum of \$30,00, for attendance by said personnel at the N.J.E.A. convention, upon presentation of written proof of attendance at said convention.

ARTICLE VIII

ABSENCES AND LEAVES

Reporting Absences:

1. Any employee who cannot be present on any day in which school is in session shall notify the person designated to receive such information as soon as possible, but not later than 7:15 A.M. on the day the employee is to be absent, so that appropriate substitute service may be arranged.
2. A statement or form must be filled out and signed by the employee following each absence, giving the reason for such absence. When the absence is for a personal or business reason, the statement or form shall be filed with the administrative principal for prior approval unless an emergency arises.

Absences and Leaves, continued:

Sick Leave:

1. Sick Leave Defined

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. Sick Leave Credit

(a) All employees under contract for steady employment shall be allowed annual sick leave with full pay as follows:

10 month employees - 10 days
11 month employees - 11 days
12 month employees - 12 days
part-time - pro-rated according to the
above schedule.

(b) A new employee starting employment at any time other than the normal time for employment in such position, shall receive one day per month, pro-rated through the end of the term of the contracted employment.

(c) Sick leave is cumulative without limit.

3. Additional Sick Leave at Reduced Pay

(a) For each school day's absence in excess of the accumulated sick leave, the cost of the substitute will be deducted from the employee's salary. Such partial payment shall be made subject to the employee filing a physician's certificate at the request of the administrative principal showing that the absence was for personal disability due to illness or injury.

(b) If an employee uses sick leave benefits for reasons other than those for which sick leave is intended, such employee shall be subject to disciplinary action.

4. Credit for Unused Accumulation of Sick Leave From Other School Districts

The Board may grant a new employee credit for up to thirty (30) days unused accumulated sick leave from another school district in the State of New Jersey. This will be done not later than the end of the first year of employment.

Absences and Leaves, continued:

Maternity Leave

1. A married employee on tenure expecting maternity shall notify the Board, in writing, of her condition not less than six (6) months in advance of expected date of childbirth and request a leave of absence which shall become effective not later than mid-pregnancy or such reasonable period thereafter as may be determined cooperatively by the employee, the personal physician, and the administrative principal.
2. Basic leave, without pay, is for one year. The Board may grant a shorter or longer leave at its discretion to enable her to return at a time which would best serve the educational interests of the school system.
3. The Board may curtail or terminate maternity leave in case of interrupted pregnancy.
4. Employees on maternity leave do not receive any salary payments.
5. Employees not on tenure are not granted maternity leaves of absence. Resignation of such employees shall become effective not later than mid-pregnancy or such reasonable period thereafter as may be determined cooperatively by the employee, the employee's physician, and the administrative principal.
6. The Board shall afford the employee the right to meet with the Board prior to the date the said resignation becomes effective, provided, however, said meeting shall be for the sole purpose of giving the employee a chance to be heard, but the right to set the date of resignation shall rest solely with the Board of Education.

Military Leave

Military leave will be granted in accordance with the laws of the State of New Jersey and the rules and regulations as set forth by the State Board of Education and the laws of the United States.

Other Absences:

1. Death and Illness

The immediate family referred to in the following statements consists of the father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, or any member of the immediate household living with the employee.

2. Death in the Immediate Family

For a death in the immediate family, up to five (5) school days may be granted with full pay.

Other Absences, continued:

3. Serious Illness in the Immediate Family or Household

For serious illness in the immediate family or household, up to three (3) days per year may be granted with full pay. The purpose of such absence is to allow the employee time to make provisions for the proper care of the person who is ill.

4. Personal Business

If a special need arises, up to three (3) days off per year for personal reasons may be given with pay, after written request is made to the administrative principal and approval is given by him.

5. Days not Cumulative

The days allowed for the above reasons shall not be cumulative to any succeeding year.

6. Teachers will not be paid for a personal day if taken either the day before or the day after a holiday. If the day is taken, 1/200th will be deducted. In order to be paid for a personal day taken either the day before or the day after a holiday, the reason for the personal day must be given to the administrator and he will make the determination for payment.

Salary Adjustments:

In the event of any absence not allowed in this agreement, salary adjustments will be made, deducting 1/200th part of the annual salary, for each disallowed school day's absence.

ARTICLE IX

ASSOCIATION RIGHTS AND PRIVILEGES

Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, school conferences, or school meetings convened by the Board of Education or Administration, he shall suffer no loss in pay.

Bulletin Boards

The Association shall have the right to use a bulletin board in each

Association Rights and Privileges

Bulletin Boards, continued:

faculty lounge. No approval shall be required for posting materials. Copies shall be furnished the Administration.

ARTICLE X

TEACHING HOURS

Full time certificated employees shall work up to thirty-five (35) hours a week in accordance with schedules established mutually by the staff and the administration. It is understood that all teachers will be in their classrooms before pupil arrival and will remain after pupil dismissal to help students as required, to fulfill their professional responsibilities.

Pay for Teaching Services Beyond 35 Hours:

Any teacher who is required by the administrator to teach in excess of the established 35 hour work week, shall be compensated at a rate of 1/1400th of their annual base salary.

Lunch Period

The Board shall furnish lunchroom aides so as to provide a sixty (60) minute duty free lunch period per day for grades kindergarten through five; and fifty-five (55) minutes for grades six through eight. It is understood that one teacher will always be "on call" to aid the lunchroom supervisor in case of emergency.

Meetings

Teachers may be required to remain after the end of the regular work-day, without additional compensation, for the purpose of attending faculty or other professional meetings. If circumstances permit, such meetings shall begin no later than twenty (20) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

Under normal conditions, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays

Teaching Hours - Meetings, continued:

or on any day immediately preceding any major holiday, or other day upon which teacher attendance is not required at school.

Extra-Curricular Activities

The Board and the Association agree that there are extra-curricular activities which are educationally worthwhile. Teacher participation in approved extra-curricular activities shall be compensated at a rate of \$4.00 per hour.

ARTICLE XI

TEACHERS' RESPONSIBILITIES

Teachers shall be responsible for the supervision of school property, and for the supervision of school children, wherever they may be under school related circumstances. Teachers shall also be responsible for proper student behavior within their classrooms, and shall accept corridor and playground supervision when such supervision is needed for the safety and control of the students during school hours. Teachers shall not leave a classroom unattended.

ARTICLE XII

BOARD'S RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations, the right to act on all matters not specifically covered herein and all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education of the State of New Jersey.

The willingness of the Board to discuss matters which are within the sole prerogatives of the Board shall not be deemed to constitute a waiver or relinquishment of any such prerogatives.

ARTICLE XIII

TEACHERS' RIGHTS

Teachers shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.

No teacher shall be prevented from wearing pins identifying membership in the Association or its affiliates.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1972 and shall continue in effect until June 30, 1973.

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:

BOARD OF EDUCATION

S/ Rose M. Hessel
Secretary

By S/ David S. Berg
President

ATTEST:

HAWORTH TEACHERS' ASSOCIATION

S/ Lucile Federico
Secretary

By S/ Martha W. Stumpf
President

SALARY GUIDE

HAWORTH, N.J.

1972-1973

<u>Steps</u>	<u>Index</u>	<u>BA</u>	<u>Index</u>	<u>BA + 10</u>	<u>Index</u>	<u>BA + 20</u>
1	1.000	8450.00	1.0250	8661.25	1.0500	8872.50
2	1.0470	8847.15	1.0732	9068.54	1.0994	9289.93
3	1.0962	9262.89	1.1236	9494.42	1.1510	9725.95
4	1.1477	9698.07	1.1764	9940.58	1.2051	10,183.10
5	1.2017	10,154.37	1.2317	10,407.87	1.2618	10,662.21
6	1.2582	10,631.79	1.2896	10,897.12	1.3211	11,163.30
7	1.3173	11,131.19	1.3502	11,409.19	1.3832	11,688.04
8	1.3792	11,654.24	1.4137	11,945.77	1.4482	12,237.29
9	1.4440	12,201.80	1.4801	12,506.85	1.5162	12,811.89
10	1.5119	12,775.56	1.5497	13,094.97	1.5875	13,414.36
11	1.5829	13,375.51	1.6225	13,710.13	1.6621	14,044.75
12	1.6573	14,004.19	1.6983	14,354.86	1.7402	14,704.69

Salary Guide
 Haworth, N.J.
 1972-73

<u>Steps</u>	<u>Index</u>	<u>MA</u>	<u>Index</u>	<u>MA + 10</u>	<u>Index</u>	<u>MA + 20</u>	<u>Index</u>	<u>MA + 30</u>
1	1.1000	9295.00	1.1250	9506.25	1.1500	9717.50	1.2000	10,140.00
2	1.1473	9694.69	1.1734	9915.23	1.1995	10,135.78	1.2516	10,576.02
3	1.1966	10,111.27	1.2238	10,341.11	1.2510	10,570.95	1.3054	11,030.63
4	1.2481	10,546.45	1.2765	10,786.43	1.3048	11,025.56	1.3616	11,505.52
5	1.3018	11,000.21	1.3313	11,249.49	1.3609	11,499.61	1.4201	11,999.85
6	1.3577	11,472.57	1.3886	11,733.67	1.4194	11,993.93	1.4812	12,516.14
7	1.4161	11,966.05	1.4483	12,238.14	1.4805	12,510.23	1.5449	13,054.41
8	1.4770	12,480.65	1.5106	12,764.57	1.5441	13,047.65	1.6113	13,615.49
9	1.5404	13,016.38	1.5755	13,312.98	1.6105	13,608.73	1.6806	14,201.07
10	1.6068	13,577.46	1.6433	13,885.89	1.6798	14,194.31	1.7528	14,811.16
11	1.6759	14,161.36	1.7139	14,482.46	1.7520	14,804.40	1.8282	15,448.29
12	1.7479	14,769.76	1.7876	15,105.22	1.8274	15,441.53	1.9068	16,112.46
13	1.8231	15,405.20	1.8645	15,755.03	1.9059	16,104.86	1.9888	16,805.36
14	1.9015	16,067.68	1.9447	16,432.72	1.9879	16,797.76	2.0743	17,527.84
15							2.1635	18,281.58

APPENDIX I

18A:25-7. MEETING WHICH COULD ADVERSELY AFFECT EMPLOYMENT; RIGHT TO NOTICE AND REPRESENTATION.

Whenever any teaching staff member is required to appear before the board of education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.

L.1968,c.451, 1, eff. Feb. 20, 1969.

APPENDIX II

18A:6-1. CORPORAL PUNISHMENT OF PUPILS

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

- (1) to quell a disturbance, threatening physical injury to others;
- (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- (3) for the purpose of self-defense; and
- (4) for the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

APPENDIX III

STATEMENTS OF INTENT

1. The Board agrees to inform the Association whenever State and/or Federal funds over and above those previously anticipated for the current budget year have been appropriated. The Board shall inform the Association of the nature of the disbursement of said funds. The sole purpose of this provision is to provide information to the Association. This provision shall not be construed as granting to the Association any right to negotiate concerning the expenditure, disbursement or allocation of such funds. The Association recognizes that the expenditure, disbursement or allocation of said funds are solely within the authority and discretion of the Board of Education.

2. The Board shall, prior to its adoption of the school calendar each year, submit said school calendar to the Association for its suggestions and comments. The Association shall make such suggestions to the Board within ten (10) days after receipt of the proposed calendar. This provision shall in no way be construed as granting to the Association any right to determine the school calendar and the Association expressly recognizes the right of the Board to exclusively make this determination. The sole purpose of this provision is to give the Association an opportunity to be heard in order that the Board may receive the benefit of the Association's point of view.

3. The parties recognize that the assignment, transfer and promotion of personnel is a management function exclusively of the Board of Education, and that nothing in this agreement should be construed to derogate from the power and responsibility of the Board of Education in regard to such matters. However, the Board will provide for the following:

Notice of an involuntary transfer or reassignment shall be given to teachers as early as practicable.

Teachers being involuntarily transferred or reassigned shall be assured of a meeting with the administrative principal.

4. It is the Board's intention to create a study committee for the purpose of reviewing the teacher evaluation procedures after they have been in effect for a period of one year. This committee will serve in an advisory capacity to the Board and shall include representatives from the teaching staff and administration.