

**AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
BOROUGH OF OLD TAPPAN, NEW JERSEY
AND THE
OLD TAPPAN EDUCATION ASSOCIATION**

**COMMENCING JULY 1, 2006,
AND ENDING JUNE 30, 2009, INCLUSIVE**

WHEREAS, the **BOARD OF EDUCATION** of the Borough of Old Tappan, New Jersey, and the **OLD TAPPAN EDUCATION ASSOCIATION** have agreed upon certain proposals and understandings, which both parties desire to confirm by this written agreement,

NOW, THEREFORE, WITNESSETH:

THIS AGREEMENT ENTERED into, nunc pro tunc, this date of May 22, 2007, by and between the **BOARD OF EDUCATION** of the Borough of Old Tappan, Bergen County, New Jersey (hereinafter called the **BOARD**) and the **OLD TAPPAN EDUCATION ASSOCIATION** (hereinafter called the **ASSOCIATION**).

This document is a three (3) year Agreement, pursuant to Revised Statute 18A:29-4.1 et seq., commencing on July 1, 2006 and ending at midnight on June 30, 2009.

ARTICLE I
RECOGNITION

1. The **BOARD** hereby recognizes the **ASSOCIATION** as the exclusive representative to act as the collective negotiating and bargaining agent for the professional members of the staff, that is, the teachers and nurses, concerning the terms and conditions of their employment.

ARTICLE II

NEGOTIATING PROCEDURE

1. The **BOARD** and the **ASSOCIATION** agree that all negotiations shall be entered into in good faith according to Chapter 303 of the Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974, and as amended by Chapter 269 of the Laws of 1989, effective January 4, 1990, more commonly referred to as the "New Jersey Employer-Employee Relations Act," Revised Statute 34:13A-1, et seq.
2. The Negotiations Committee of the **ASSOCIATION** and the **BOARD** will arrange and establish a schedule of negotiations by such date as required by law.
3. Negotiations shall commence no later than fifteen (15) days after said schedule has been arranged and established as aforesaid.
4. Any agreement so negotiated, shall be reduced to writing and shall be presented to the **BOARD** and the **ASSOCIATION** for their respective adoptions.
5. It is recognized that each negotiations committee's authority is subject to agreement and ratification of their respective constituencies.

ARTICLE III

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The **BOARD** will provide tuition assistance to all full-time tenured teachers and third year non-tenured teachers entitling them to receive a partial tuition refund for prior approved and successfully completed graduate courses during the term of this Agreement based upon the following guidelines and/or requirements:

(a-1) Tuition refunds shall be limited to fifty (50%) per cent of the tuition costs (i.e., excluding fees, dues and other miscellaneous charges) paid by the eligible teacher with a maximum reimbursement of One Thousand Twenty Three (\$1,023) Dollars for the School Year 2006-2007, One Thousand Forty Six (\$1,046) Dollars for the School Year 2007-2008, and One Thousand Sixty Nine (\$1,069) Dollars for the School Year 2008-2009.

(a-2) The **BOARD's** total obligation for the teachers eligible for tuition reimbursement shall be the total sum of Sixteen Thousand Three Hundred Fifty Nine (\$16,359) Dollars for the School Year 2006-2007, Sixteen Thousand Seven Hundred Nineteen (\$16,719) Dollars for the School Year 2007-2008, and Seventeen Thousand Eighty Seven (\$17,087) Dollars for the School Year 2008-2009.

(a-3) In the event that the **BOARD's** total cost obligation of Sixteen Thousand Three Hundred Fifty Nine (\$16,359) Dollars for the School Year 2006-2007, Sixteen Thousand Seven Hundred Nineteen (\$16,719) Dollars for the School Year 2007-2008, and Seventeen Thousand Eighty Seven (\$17,087) Dollars for the School Year 2008-2009 has not been expended, exceeded and/or exhausted, then the eligible teachers aforementioned may be entitled to a maximum reimbursement amount aforementioned in Paragraph (a-1) up to the sum of One Thousand Eight Hundred Seventeen (\$1,817) Dollars School Year 2006-2007,

One Thousand Eight Hundred Fifty Seven(\$1,857) Dollars for the School Year 2007-2008, and One Thousand Eight Hundred Ninety Eight (\$1,898) Dollars for the School Year 2008-2009 as hereinafter set forth and/or determined.

(a-4) In the event that the number of eligible teachers and/or the courses being taken by them meets and/or exceeds the **BOARD**'s total cost obligation of Sixteen Thousand Three Hundred Fifty Nine (\$16,359) Dollars for the School Year 2006-2007, Sixteen Thousand Seven Hundred Nineteen (\$16,719) Dollars for the School Year 2007-2008, and Seventeen Thousand Eighty Seven (\$17,087) Dollars for the School Year 2008-2009 and consequently prohibits the payment of the full maximum reimbursement amount to each eligible teacher, then a pro-rata share of the total sum of Sixteen Thousand Three Hundred Fifty Nine (\$16,359) Dollars for the School Year 2006-2007, Sixteen Thousand Seven Hundred Nineteen (\$16,719) Dollars for the School Year 2007-2008, and Seventeen Thousand Eighty Seven (\$17,087) Dollars for the School Year 2008-2009 will be awarded to each eligible teacher in lieu of the sum of maximum reimbursement amounts stated in Paragraph (a-2).

The increase or decrease to the maximum reimbursement amounts as discussed above will be distributed among the eligible teachers on a pro-rated basis. The pro-rated factor as aforementioned will be determined by the parties hereto on or about September Fifth (5th), annually for distribution in each of the School Years 2006-2007, 2007-2008, and 2008-2009, respectively.

No tuition reimbursement shall be paid and/or granted to any teacher until the aforementioned pro-rated factor has been determined by the parties hereto for the School Years 2006-2007, 2007-2008 and 2008-2009, as aforementioned.

(b) Courses submitted for tuition reimbursement and movement on the Salary Guide shall be limited to full semester programs, typically 12 to 15 weeks for three (3) credit

courses [or the proportionate amount of time for one (1) or two (2) credit courses (12.5 hours per credit as recommended by the New Jersey Department of Education)] and/or summer courses, typically three to four weeks in duration, at fully accredited colleges as recognized by the New Jersey Department of Education. Up to six graduate credits (two courses) that either are less than full semester programs or that are on-line courses without direct teacher contact, may be submitted for tuition reimbursement and/or movement on the Guide. At no time will the **BOARD** approve for reimbursement in this District any course that does not satisfy the Department of Education's minimum requirements for academic credit.

(c) Only courses bearing a direct relation to the teacher's current assignment will be eligible for reimbursement and/or movement on the guide. The Superintendent has the sole discretion to determine whether a course bears a relation to current teaching assignment, which determination may be grieved only through Level Four of the contractual Grievance Procedure.

(d) Requests and applications must be submitted to the Superintendent for recommendation to the **BOARD** and must be approved before starting course work. The following application deadlines apply: no later than - June 15th for summer courses, September 15th for fall semester courses, February 15th for spring semester courses. Staff members starting courses before receiving written approval are not guaranteed to receive approval or reimbursement for the course.

(e) The official transcript and a grade of B or better and the receipt for tuition must be received by the **BOARD** before refund is granted.

2. All part-time tenured teachers shall be entitled to a pro-rata portion of the tuition assistance provisions consistent with their normal teaching employment, that is, a one-day-a-week teacher shall be entitled to twenty (20%) per cent of the fifty (50%) per

cent of the tuition costs to a maximum of twenty (20%) per cent of the total sum of One Thousand Twenty Three (\$1,023) Dollars for the School Year 2006-2007, One Thousand Forty Six (\$1,046) Dollars for the School Year 2007-2008, and One Thousand Sixty Nine (\$1,069) Dollars for the School Year 2008-2009.

3. Teachers with ten years or more of full-time employment by this **BOARD**, shall be entitled to the partial tuition refund assistance provided in Paragraph 1, aforementioned, in the event that they become employed by this **BOARD** for less than full-time, as a result of a **BOARD** initiated action.

ARTICLE IV

REIMBURSEABLE EXPENSES

1. The **BOARD** agrees to reimburse members of the professional staff for reasonable expenses which may be incurred by such members, only when prior approval is given therefore, in writing, by the **BOARD**. Approval to attend conferences, workshops, seminars or courses shall not be construed as approval of attendant expenses.

ARTICLE V
COMPENSATION

1. (a) The compensation, wages and/or salaries to be paid to all personnel hired prior to June 30, 1996 and covered by this Agreement is as set forth in Schedules "A-8", "A-9", and "2008-2009 Salary Guide" for the School Years 2006-2007, 2007-2008, 2008-2009, respectively, which Schedules are incorporated herein by reference as though set forth herein at length.
- (b) The compensation, wages and/or salaries to be paid to all personnel hired on or after July 1, 1996, and covered by this Agreement, is as set forth in Schedules "C-8", "C-9", and "2008-2009 Salary Guide" for the School Years 2006-2007, 2007-2008, 2008-2009, respectively, which Schedules are incorporated herein by reference as though set forth herein at length.
- (c) During the term of the agreement, teachers hired prior to June 30, 1996 who have completed seventeen (17) years of full time service but less than twenty (20) years of service in the Old Tappan Elementary School District shall be entitled to a longevity annual payment of Two Thousand Five Hundred (\$2,500) dollars.

During the term of the agreement, teachers hired on or after July 1, 1996, with an earned Masters degree, MA plus 16 credits, MA plus 32 credits, or MA plus 48 credits who have completed seventeen (17) years of full time service but less than twenty (20) years of service in the Old Tappan Elementary School District shall be entitled to a longevity annual payment of Two Thousand Five Hundred (\$2,500) dollars.

- (d) During the term of the agreement, any teacher who has completed twenty (20) years of full-time service but less than twenty-four (24) years of service in the Old Tappan Elementary School District shall be entitled to a total longevity annual payment of Four Thousand (\$4,000.00) Dollars.
- (e) During the term of the agreement, any teacher who has completed twenty-four (24) years of full-time service but less than twenty-eight (28) years of service in the Old Tappan Elementary School District shall be entitled to a total longevity annual payment of Four Thousand Five Hundred (\$4,500.00) Dollars.
- (f) During the term of the agreement, any teacher who has completed twenty-eight (28) years of full-time service in the Old Tappan Elementary School District shall be entitled to a total longevity annual payment of Five Thousand (\$5,000.00) Dollars.
- (g) All longevity payments mentioned in this Article shall not be cumulative.
- (h) Part-time and full-time **professional staff members** are entitled to receive longevity pay upon completion of each benchmark year, with payment effective beginning the following September.
- (i) Part-time **professional staff members** will earn longevity pay entitlements based on their years of continuous service in the same manner as described above for full time **professional staff members**. If a **professional staff member** experiences a break in service due to an involuntary reduction in force, each period of active employment will be included in the calculation of eligibility for longevity pay. An absence due to an approved leave of absence will not be considered a break in service for purposes of longevity pay.

Longevity pay for part-time **professional staff members** will be prorated based on the average number of hours the **professional staff member** worked during each year of employment, as a percentage of full time employment. This average will be calculated as the total number of regularly scheduled hours the part-time **professional staff member** worked over his/her entire employment by the **BOARD**, divided by the total number of years of employment. (For example, if the **professional staff member** worked .7 Full Time Equivalent for ten years and .5 Full Time Equivalent for ten years, then his/her longevity pay is calculated as $[(.7 * 10) + (.5 * 10)]/20 = (7+5)/20 = 12/20 = .60$. The employee would receive $.6 * \$4,000.00$ or \$2,400.00 longevity pay after twenty years of service). The percentage of full time longevity pay to which each part-time **professional staff member** is eligible will be recalculated during each period of eligibility to allow for changes in hours and in the averages and will be adjusted accordingly.

2. Notwithstanding any other provisions of this Article, the **BOARD** shall provide a non-pensionable, one-time, longevity bonus, in the amount of \$700.00, for each **professional staff member** who has completed twenty (20) years of active employment in the Old Tappan School District. The **BOARD's** payment shall be made on or about June 30th to each recognized employee of the **ASSOCIATION** upon completion of 20 years of active employment in the Old Tappan School District as of June 30th. Each year of active employment will be included in the calculation of eligibility for this longevity bonus. Any leave(s) of absence or breaks in service due to an involuntary reduction in force will be excluded from the calculation of eligibility for this longevity bonus. For those employees who have already completed 20 years of

active service in the Old Tappan School District as of the ratification date of this agreement, said employees will receive payment on or about June 30, 2007.

3. No increment or salary increase shall be automatic. Each **professional staff member** under this Agreement shall only be entitled to the increases and increments provided in Schedules “A-8”, “A-9”, “C-8”, “C-9” and “2008-2009 Salary Guide”, as provided in Paragraph 1 above (which Schedules “A-8”, “A-9”, “C-8”, “C-9” and “2008-2009 Salary Guide” are annexed hereto and made a part hereof), upon the recommendations in writing of the Superintendent of Schools to the **BOARD**, and the affirmative approval by the **BOARD** of the Superintendent’s recommendations at a regular meeting of the **BOARD** of Education designated therefore.

4. (a) All credits leading to lateral movement on a Salary Guide must be graduate credits and/or up to four (4) in-service credits arranged and/or sponsored by the Northern Valley Curriculum Office, locally offered in-service and/or in-service credits offered in other school districts, all of which courses must be first approved in writing, in advance, by the Superintendent of Schools and the **BOARD**.

- (b) In-service credits will be valid and accepted as follows:

<u>Column</u>	<u>Maximum In-Service Credits</u>	<u>Approved Graduate Credits</u>
BA	None	Degree from an accredited College or University
BA+15	Four (4) Together with	BA plus eleven (11) approved graduate credits from an accredited College or University.
MA	None	Degree from an accredited College or University
MA+16	Four (4) Together with	MA plus twelve (12) approved graduate credits from an accredited College or University
MA+32	Four (4) Together with	MA plus a minimum of twelve (12) approved graduate credits above prior lateral moves from an accredited College or University.

MA+48	Four (4) Together with	MA plus a minimum of twelve (12) approved graduate credits above prior lateral moves from an accredited College or University.
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Any **professional staff member** who was on the MA plus 16 level, or MA plus 32 Level, or MA plus 48 Level on or before September 1, 1996 will remain on those columns as amended herein.

All other **professional staff members** must secure the number of credits above the Masters Degree as indicated above and/or herein in order for them to move laterally on the salary guide.

- (c) Satisfactory notice, in writing, of the intention to acquire the necessary credits leading to lateral movement on the salary guide for each of the School Years covered by this Agreement must be submitted to the Superintendent of Schools on or before February first (1st) annually in order to be effective for the following September first (1st) annually.
- (d) Lateral movement on the salary guide shall occur only in September annually (that is, lateral movement shall be made only once each school year), and only after written notice has been given to the Superintendent of Schools not later than the previous February 1st annually.

5. All **professional staff members** hired and employed on or after July 1, 1996 shall complete 9 approved credits in order to move to Levels 6, 11, and 16 on the salary guide. Upon prior written approval of the Superintendent of Schools, credits may be accrued through completion of graduate course work or through participation in approved study groups, grant writing, curriculum revision, turnkey training or experiences, "National Teacher Certification", staff development, or officer in a national

or state professional association.” For clarification, 8 hours equals one-half (1/2) of an in-service credit.

All **professional staff members** hired and employed on or after July 1, 1996 at a step between Steps 5, 10, or 15 shall complete a prorated number of credits to move to Levels 6, 11, and 16 as follows:

Hired at 5th step (1 year in district prior to move) – 0 credits

- Hired at 4th step (2 years in district prior to move) – 2 credits
- Hired at 3rd step (3 years in district prior to move) – 4.5 credits
- Hired at 2nd step (4 years in district prior to move) – 7 credits
- Hired at 1st step (5 years in district prior to move) – 9 credits

All part-time **professional staff members** hired and employed on or after July 1, 1996 shall complete 6 approved credits in order to move to Levels 6, 11, and 16 on the salary guide.

All part-time **professional staff members** hired and employed on or after July 1, 1996 at a step between steps 5, 10, or 15 shall complete a prorated number of credits to move to Levels 6, 11, and 16 as follows:

- Hired at 5th step (1 year in district prior to move) – 0 credits
- Hired at 4th step (2 years in district prior to move) – 1 credit
- Hired at 3rd step (3 years in district prior to move) – 2 credits
- Hired at 2nd step (4 years in district prior to move) – 3 credits
- Hired at 1st step (5 years in district prior to move) – 6 credits

All **professional staff members** hired and employed on or after July 1, 1996 whose time is increased or decreased such that the status is changed to full time or vice

versa shall complete credits based on the majority of time spent as a full or part time employee within the 5 year period. (i.e. any employee who works more than 2.5 years as a full time employee shall follow the 9 credit schedule or its mid step prorated equivalent. Any person who works less than 2.5 years as a full time employee shall follow the 6 credit schedule or its mid step prorated equivalent.)

All **professional staff members** hired and employed on or after July 1, 1996 who have attained a Masters degree are exempt from the credit requirements outlined above.

Any **professional staff member** initially hired on the "MA+32" column of the salary guide, may only move laterally to the "MA+48" column upon reaching "level 15" on the salary guide and successfully completing 48 credits above a Masters degree, of which at least nine (9) of said credits were completed while the **professional staff member** has been employed by the **BOARD**. Notwithstanding, any **professional staff member** initially hired on the "MA+32" column, who reached "level 15" on the salary guide on or before September 30, 2006 and who has successfully completed 48 credits above a Masters degree may move laterally to the "MA+48" column.

6. All members of the professional staff who are approved by the **BOARD** to work during the summer months in a professional capacity (e.g., Child Study Team evaluations, summer school...etc.), in programs funded to the extent of fifty-one (51%) percent or more from the local district budget, shall be paid therefore at the rate of one-two hundredths ($1/200^{\text{th}}$) per day of their annual base pay for the school year just ended pro-rated for the amount of summer time employed.
7. Summer teaching positions in programs funded to the extent of fifty (50%) percent or more from other than the local district budget (i.e. Federal, State, etc.) shall be at the

discretion of the **BOARD** as they relate to the establishment, salary, and/or description.

- 8 Salaries for other educationally related summer positions (e.g., curriculum writing) shall be negotiated by the **BOARD** and the **ASSOCIATION**.
9. Summer positions not educationally related shall be at the discretion of the **BOARD** as they relate to the establishment, salary, and/or description.
10. It is the intention of Paragraphs 8 and 9, inclusive, that all such positions shall be announced to present personnel within the district prior to being offered to others. It is the intention that all persons covered hereunder shall have the opportunity to apply for such summer positions prior to their being offered to others, and then to be considered for such summer positions. The aforementioned positions shall not be filled until seven (7) school days after posting of the announcement referred to above.
11. The **BOARD** reserves the right to select the candidate for all positions in the school system, which selection shall not be subject to review.
12. Each member of the professional staff shall be entitled to receive from the **BOARD**, a separate contract for said summer work.
13. Attached hereto and made a part hereof as "Schedule E" is the schedule of payments for designated extra-curricular activities for the School Years 2006-2007, 2007-2008, 2008-2009, inclusive.
14. The **BOARD** shall offer "direct deposit" services to all members of the **ASSOCIATION** by September, 2007 for other financial institutions in addition to Paragon Federal Credit Union.

ARTICLE VI

TEMPORARY ABSENCE

1. Each member of the professional staff covered hereunder shall be entitled to an absence for bereavement of five (5) working days in connection with the death of a member of the aforementioned staff's immediate family, and one (1) day would be allowed for all other relatives. The **BOARD** and the **ASSOCIATION** agree that a certain amount of time is required for bereavement; however, both the **BOARD** and the **ASSOCIATION** also agree and acknowledge that the bereavement leave should be taken within a reasonable period of time and is not intended to be abused.
2. The immediate family includes the following: child, spouse, domestic partner, sibling, parent, parent in-law, grandparent, son/daughter in-law.
3. (a) Effective September 1, 2000, each full-time **professional staff member** covered under this Agreement shall be entitled to three (3) personal days each School Year. Personal days cannot be taken before or after a vacation, holiday or school break, or the first or last days of school. The Superintendent may, in his/her sole discretion, allow for exceptions to this rule under extenuating circumstances. Denial of such requests is not subject to review.

(b) Personal days are defined as leave used for personal business which cannot be conducted except during time when school is in session and does not include recreation, rest or recuperation, or any venture resulting in the payment or other remuneration for services. Personal days may be used to attend a graduation, for observance of a religious holiday, for moving one's personal residence, to

prepare for and attend one's own wedding, for personal legal business (not including attendance at jury duty, court appearances pursuant to a valid subpoena, or when a court appearance is requested by and for the benefit of the **BOARD**), to care for an immediate family member (as defined in Article VI, para. 2 above), or other personal business.

- (c) Not more than two consecutive days shall be granted for personal leaves for graduation, moving of one's residence, one's own wedding, or other personal business, except at the sole discretion of the Superintendent. Denial of such a request is not subject to review.
- (d) Employees must submit request forms for personal days to the building principal no less than seven school days prior to the anticipated personal days, except in emergency situations when requests should be submitted as soon as possible. A response from the Administration will be returned to the employee within five school days following receipt of the request form, except in emergency situations. Prior written notice should state the general category and date or dates the individual is requesting to be absent.
- (e) A valid request generally will be approved without further explanation, however, the Principal or Superintendent may deny the request based on staffing needs or may seek additional information, at his/her discretion. This denial of a request for a personal day can be grieved according to the procedures outlined in this agreement.
- (f) All part-time professional staff members covered under this agreement shall be entitled to a pro-rata share of the three personal days based on the number of

regularly scheduled hours worked by that employee, rounded to the nearest whole number.

(g) Unused personal days may be accumulated only for the purpose of being included with sick days as part of the calculation and payment stipulated in Article VII, 3 of this Agreement.

4. Each full-time professional staff member covered under this Agreement shall be entitled to eleven (11) days absence for sickness only, all of which shall be cumulative. Included in the eleven (11) days, aforementioned, are the ten (10) days provided by the Revised Statute 18A:30-1.
5. The **BOARD** agrees to provide members of the professional staff with an accounting of all accumulated sick days.
6. All part-time professional staff members covered under this Agreement shall be entitled to their pro-rata share of the eleven (11) cumulative sick days rounded to the nearest whole number, as described in Revised Statutes 18A:30-1.

ARTICLE VII

PAYMENT FOR ACCRUED SICK LEAVE UPON RETIREMENT FROM NEW JERSEY TEACHERS PENSION AND ANNUITY FUND

1. Upon retirement from the New Jersey Teachers Pension and Annuity Fund, each professional staff member who has been employed continuously by the **BOARD** for a period of twenty-five (25) years, and has attained at least the age of fifty-five (55) years, shall be paid for accrued sick leave as provided in this Article.

The full time equivalency of accrued sick days for a **professional staff member** shall be determined by multiplying the particular **professional staff member's** total number of accrued sick days in the Old Tappan Elementary School District by the fraction of full time work factor for which the particular **professional staff member** was contracted to work. Such product must comply with the schedule of payments provided in Paragraph 3 below. (E.g., a **professional staff member** who is working .83 contracted time and who has 160 accrued sick days shall be paid for 132 equivalent sick days: $160 \times .83 = 132$ equivalent sick days.)
2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible **professional staff member** as defined in this Article, shall:
 - (a) Notify the **BOARD** in writing, by letter addressed to the **BOARD**, by registered mail, return receipt requested, to be received by the **BOARD** no later than January 1, of the year in which retirement is to become effective, indicating that retirement shall be irrevocably effective in the same calendar year.

- (b) Have, at the time of notification, accrued sick days of a minimum of one hundred and fourteen (114) days, approved by the **BOARD**, in order to be eligible for payment as provided for in this Article.
3. The payments made to teachers eligible under this Article, shall be as follows:
 - (a) For at least 125 accrued and approved sick leave days, and up to 175 days, the sum of one \$1,500.
 - (b) For at least 176 accrued and approved sick leave days, and up to 200 days, the sum of \$3,000.
 - (c) For at least 201 accrued and approved sick leave days, and up to 225 days, the sum of \$4,500.
 - (d) For 226 or more accrued and approved sick leave days, the sum of \$6,000.
 4. It is the clear intent of this Article that the maximum payment shall, in any event, be six thousand (\$6,000) dollars per individual **professional staff member**, as the case may be.
 5. Notification of retirement received before January 1 shall entitle eligible participants to payment on or before July 1 of the same calendar year.
 6. Notification of retirement received after January 1 shall entitle eligible participants to payment on or before July 1 of the following calendar year.

ARTICLE VIII

INSURANCE

1. For those full time **professional staff members** employed by the **BOARD** prior to June 30, 1996, the **BOARD** shall provide and maintain a “traditional health care plan”, equal to or better than that provided by CIGNA, its successors and/or assigns.

2. (a) For those full time **professional staff members** who were employed on or after July 1, 1996, the **BOARD** shall provide and maintain the full cost of health insurance coverage in a “managed health care plan” (e.g., CIGNA Direct Provider Program).

(b) **Professional staff members** who were employed on or after July 1, 1996, may elect, at their sole cost and expense, to “opt up” to the traditional health care plan described in Paragraph 1, in which case the employee shall pay in advance, or be otherwise responsible for, the difference in cost between the “managed health care plan” and the cost of the “traditional health care plan”.

(c) The effective date of any insurance coverage for new employees shall be November 1st, or such earlier date as may be arranged by the **BOARD** with its health insurance carrier.

3. (a) For any **professional staff member** who was a full-time professional staff member employed by the **BOARD** during the School Year 1995-1996 but, due to a reduction in force at any time during this Agreement, is reduced to a .7 Full Time Equivalent (“FTE”) position or greater shall continue to receive full health insurance

coverage (including applicable increases in the cost of premiums) at the expense of the **BOARD**. No **professional staff member**, regardless of when their employment commenced, who is employed less than a .7 FTE, shall be eligible for any health insurance benefits.

(b) For all other **professional staff members** employed by the **BOARD** in a less than 1.0 FTE, but in at least a .7 FTE position (that is, the equivalent of at least three and one half (3 ½) days or at least twenty-eight (28) hours per week) , the **BOARD** shall only pay that portion of the health insurance coverage premium which is equal to that proportion of the time the part-time professional staff member is actually working in his/her position with the **BOARD**. The **professional staff member** shall be responsible to pay, in advance, the balance of the health insurance premium costs. For example, a part-time professional staff member, who is a seven-tenths (.7) FTE employee would be required to contribute, in advance, thirty (30%) percent of the health insurance premium costs, and the **BOARD** will pay for the remaining seventy (70%) percent of the health insurance premium costs. No **professional staff member**, regardless of when their employment commenced, who is employed less than a .7 FTE, shall be eligible for any health insurance benefits.

4. The **BOARD** agrees, when requested in writing by a **professional staff member**, (the **professional staff members** covered hereby, do by this Agreement, grant and/or give the **BOARD** the right and/or power to make any payroll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said **professional staff member's** pay, the cost of any other forms of insurance arranged by the teachers, such as coverage for a medical and/or a dental plan, tax

sheltered annuity, income protection plan, etc., provided that such action by the **BOARD** shall not be construed as an indication by the **BOARD** that such insurance coverage is a negotiable item under this or any other agreement with the **ASSOCIATION**. The **BOARD** agrees to arrange for the administration of any of said plans, if such plans are available to the group and, further, provided that such administration shall not be at the **BOARD**'s expense.

5. The **BOARD** shall pay the full cost of a dental plan with benefits equivalent to those in effect on June 30, 1999 for all eligible **professional staff members** and their eligible dependents (as defined in the plan).

The billing and/or the processing of the payment for the dental plan for individual employees covered hereunder, shall be arranged at the **BOARD**'s expense, but all claims under the dental plan shall be submitted on a direct basis between the individual employee and the dental carrier.

6. The **BOARD** will permit retirees, if acceptable with the carrier providing coverage, to remain in the dental plan only provided each retiree promptly and punctually pays to the **BOARD** quarterly, in advance, the appropriate premium(s) that may be due. Late payments will not be accepted.

Non-payment, late payments and/or dishonor of the retiree's check may result in the termination of the dental coverage.

7. Each school year, teachers may choose to "opt-out" of insurance benefits. Members choosing to "opt-out" will be required to sign a release indicating that their dependents are covered under another health benefit program. Teachers shall be told how to re-enroll in health benefits if needed, and members are responsible for informing the Board Secretary of any changes in circumstances regarding health benefits.

Employees who are not employed during the full year (i.e., July 1 – June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after September 1 and any employment termination that is effective prior to August 31. Employees who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.

Each school year, the **BOARD** shall pay teachers for the “opt-out” as follows:

- a. Family - \$2,500
- b. Husband/wife - \$2,000

The **BOARD** will also enroll in and administer a “125 Plan” in order to effectuate this “opt-out” benefit.

ARTICLE IX

JOB VACANCIES AND PROMOTIONS

1. (a) The **BOARD** agrees that in the event that any vacancy occurs, as it relates to positions within the bargaining unit, including administrative and extra-curricular positions during the period covered by this Agreement, including positions for the subsequent school year, such vacancy shall be posted immediately upon the **BOARD**'s having actual knowledge, and prior to any other public disclosure of the same by the **BOARD**, other than to announce a resignation.

(b) It is the understanding, between the parties hereto, that all reasonable efforts will be made to communicate such vacancies to the personnel covered under this agreement, during the summer period, in a reasonably timely manner.
2. Such notices shall describe such vacancy positions together with the procedure necessary for members of the bargaining unit to make application for said vacancy.
3. It is the intention of this Article that all such vacancies be announced to present personnel within the district prior to being offered to others.

It is also the intention of this Article that all persons covered hereunder shall have the opportunity to apply for all such vacancies prior to their being offered to others and then to be considered for such vacancies.

The aforementioned positions shall not be filled until seven (7) days after the posting of the notice referred to above.
4. The **BOARD** reserves the right to select the candidate for all positions in the school system, which selection shall not be subject to any review.

ARTICLE X

MISCELLANEOUS PROVISIONS

1. The **BOARD** agrees to issue, in writing, professional staff contracts to all non-tenured teachers who have been continuously employed by the **BOARD** on or before May 15th of each year, in accordance with and/or as stated in Revised Statute 18A:27-10, et seq. The said **professional staff members** shall return to the **BOARD**, their respective contracts duly executed by them on or before the first day of June of each year, which contract shall be formally acted upon by the **BOARD** at its first Regular Meeting during the month of June of each year. The execution of such contract shall, in no way, prejudice the negotiations between the **BOARD** and the **ASSOCIATION**, if the same have not been concluded.

2.
 - (a) The **BOARD** shall have the right to establish teaching schedules in order to permit the scheduling of educational programs and/or services outside of the traditional school day, provided that the teachers who are assigned to alternative teaching schedules are arranged for a workday and/or a workload consistent with the established number of teaching hours.
 - (b) Such assignments shall not begin more than forty-five (45) minutes before the start of the traditional school day in this School District, nor shall they end more than forty-five (45) minutes after the end of the traditional school day in this School District, except in the case of staff development programs.
 - (c) Teachers assigned to provide instruction as a Technology Facilitator, Instrumental Music, and any new staff hired for Library/Media Services shall be eligible for assignment to an alternative teaching schedule. In addition,

teachers of other instructional disciplines can be eligible for assignment to an alternative teaching schedule only upon the mutual agreement between the **ASSOCIATION** and the Superintendent.

3. (a) All **professional staff members** assigned to the T. Baldwin Demarest School, and not otherwise excluded hereafter, shall be entitled to a duty-free lunch period of fifty (50) minutes duration (the ten (10) minutes reduction of the lunchtime shall be added to the staff members' student contact time).
 - (b) During the terms of this contract, all **professional staff members** assigned to the Charles DeWolf School or those whose major assignment is in the Charles DeWolf School, will be entitled to a duty free lunch period of 30 minutes duration.
 - (c) In the event that a member of the professional staff agrees to monitor either the students' lunch period and/or the students during lunch period, such staff member shall be paid such compensation as is set forth and listed in Schedules "E-8", "E-9", "E-10" (which Schedules are incorporated herein by reference as though set forth herein at length) for the School Years 2006-2007, 2007-2008, 2008-2009.
4. Commencing with the School Year 2006-2007 all staff members assigned to the Charles DeWolf School, or those whose major assignment is in the Charles DeWolf School, shall be present and sign in by 8:20 a.m. daily, unless they are following an alternate schedule which has been approved, in writing, by the Superintendent. Staff members assigned to the T. Baldwin Demarest School, or those whose major assignment is in the T. Baldwin Demarest School, shall be present and sign in by 8:15

a.m. daily, unless they are following an alternate schedule which has been approved, in writing, by the Superintendent.

5. Commencing with the School Year 2006-2007, staff members assigned to the Charles DeWolf School, or those whose major assignment is in the Charles DeWolf School, will be released at 3:10 p.m., while those staff members assigned to the T. Baldwin Demarest School will be released at 3:15 p.m.
6. All **ASSOCIATION** members shall provide tutoring services to students one (1) day per week for a period of fifteen (15) minutes (i.e., “tutoring days”). Tutoring days shall take place during the contractual work day. The specific day of the week shall be determined and posted by each member of the **ASSOCIATION**.
7. Notwithstanding the foregoing, on “tutoring days”, all staff members assigned to the Charles DeWolf School, or those whose major assignment is in the Charles DeWolf School, shall be released at 3:12pm, rather than 3:10pm
8. A.M./P.M. Stipend – Any staff who participates in A.M./P.M. supervision will be paid a pro rata share of the lunch stipend. To the extent possible, volunteers will be used. At T. Baldwin Demarest School A.M. duty will take place 25 minutes before the commencement of the student day. P.M. duty will take place 20 minutes after the end of the student day. At Charles DeWolf Middle School, A.M. duty will take place 15 minutes before the commencement of the student day. P.M. duty will take place 15 minutes after the end of the student day.
- 9 (a) Monday afternoon meetings will be reserved for staff meetings in order to address school issues such as might pertain to the entire building, the district, a grade, a department, or an area of special interest.

- (b) Staff meetings may include the district, the building, department(s), and/or grade level meetings, committee meetings, and/or workshops.
 - (c) Mandatory workshops must be held on Mondays, except as agreed upon in writing and in advance, by the **ASSOCIATION**.
 - (d) The total number of hours for such staff meetings and/or mandatory workshops shall not exceed forty (40) hours per school year.
 - (e) The notice of, and agenda for any meeting, shall be given to the teachers involved at least three (3) days prior to the scheduled meeting, except in an emergency.
 - (f) Teachers shall have the opportunity to suggest items for the agenda.
 - (g) Staff meetings shall not exceed a maximum of two (2) hours in length and must be commenced within ten (10) minutes of school dismissal.
 - (h) Two (2) days prior notice shall be given to all affected teachers for all meetings; however, one (1) week's prior notice shall be given to all affected teachers for any meeting that is scheduled to extend beyond one (1) hour in duration.
 - (i) In case of an emergency, meetings not to exceed one (1) hour in duration may be held without the prior notice requirements.
- 10 The release time for Charles DeWolf and T. Baldwin Demarest School staff members mentioned in Item 5, above, may be extended for general staff meetings, and/or special grade level or emergency meetings as mentioned in the Teacher's Handbook.
11. (a) The **BOARD** acknowledges that since it is desirable for each teacher to use an uninterrupted preparation period each day, where the practice presently exists, the practice of using a regular teacher as a substitute shall be discouraged.

The **BOARD** agrees to establish strict control to discourage the practice of using a regular teacher as a substitute.

- (b) Commencing with the School Year 1988-1989, and during the term of this Agreement, all full-time teachers at the Charles DeWolf School, or those whose major assignment is in the Charles DeWolf School, shall have at least one (1) preparation period per day. Full-time teachers at the T. Baldwin Demarest School shall have six (6) preparation periods per week with at least one (1) preparation period per day,

- 12. (a) **Professional staff members**, as selected, designated and/or assigned by the Superintendent, will be required to participate in two (2) evenings for individual parent-teacher conferences and two (2) after school sessions for individual parent-teacher conferences (scheduled for two (2) hours each session) at an additional compensation rate per staff member per session as follows:
 - (b) The sum of Fifty One Dollars and Twenty Two Cents (\$51.22) per hour for such time as may be required at the conference sessions as scheduled and/or determined by the Building Principal or the Superintendent and, in the absence and/or disability of the Superintendent of Schools, etc., of the Building Principal.
- 13. (a) Commencing with the School Year 1987-1988, there has been implemented an eight (8) period day for the Charles DeWolf School and teaching staff, and an equal increased pupil contact time for the T. Baldwin Demarest School, as assigned and/or designated and/or determined by the Superintendent of Schools within the criteria set forth in the Agreement for the School Years 1986-1988.
 - (b) Professional teachers at the Charles DeWolf School shall be assigned a teaching schedule consisting of thirty-two (32) teaching periods and 8

preparation periods per week, without qualifications. All such assignments shall be strictly at the discretion of the Superintendent.

14. All **BOARD** policies and procedures heretofore adopted and in existence at the date hereof are hereby ratified and confirmed and incorporated herein by reference as though set forth herein at length.
15. The **BOARD** agrees to provide designated representatives in each building with a copy of all applicable policy within ten (10) days of adoption by the **BOARD**.
16. (a) Effective July 1, 2006 for the School Years 2006-2007 through 2008-2009, each **professional staff member's** work year (actual working days) shall not exceed one hundred eighty-six (186) school days and which shall be scheduled between September 1st and June 30th, inclusive.

(b) The total number of student contact days for the School Years 2006-2007 through 2008-2009 shall not exceed one hundred eighty-three (183) days per school year.

(c) The final two (2) days of the school calendar shall be half-days for students and full days for all members of the **ASSOCIATION**.

17. Agency Shop

If an employee does not become a member of the **ASSOCIATION** during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the **ASSOCIATION** for that membership year to offset the costs of services rendered by the **ASSOCIATION** as majority representative.

A. Amount of Fee

Prior to the beginning of each membership year, the **ASSOCIATION** will notify the **BOARD** in writing of the amount of the regular membership dues, initiation fees and assessments charged by the **ASSOCIATION** to its own members for that membership year. The representative fee to be paid by non-members will be equal to the maximum allowed by the law.

B. Deduction and Transmission of Fee

The **BOARD** agrees to deduct from the salary of any employee who is not a member of the **ASSOCIATION** for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the **ASSOCIATION**. The **BOARD** agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

C. Termination of Employment

If an employee who is required to pay a representative fee terminates his/her employment with the **BOARD** before the **ASSOCIATION** has received the full amount of the representation fee to which it is entitled under this Article, the **BOARD** will deduct the unpaid portion of the fee due from the last paycheck paid to said employee during the membership year in question and promptly forward same to the **ASSOCIATION**.

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the **ASSOCIATION**

will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the **ASSOCIATION**.

E. E. Indemnification

The **ASSOCIATION** shall indemnify and hold the **BOARD** harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the **BOARD** in conformance with this provision.

18. Terms of Agreement: The term of this contract shall be from July 1, 2006 until June 30, 2009.

ARTICLE XI
BOARD RIGHTS

1. The **BOARD** reserves to itself, sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and 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 (New Jersey Administrative Code) and the State of New Jersey, subject to the terms herein.
2. The willingness of the **BOARD** to discuss matters which are within the sole prerogative of the **BOARD**, shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

ARTICLE XII
TEACHERS' RIGHTS

1. All unit members shall enjoy all rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, and as amended by Chapter 269 of the Laws of 1989 (effective January 4, 1990) and more commonly known as the New Jersey Employer Employee Relations Act, Revised Statute 34:13A-1 et seq., and as subsequently amended or under any laws of the State of New Jersey, the United States and the Constitutions of the United States and of the State of New Jersey. No staff member or teacher shall be discriminated against, coerced or reprimanded by virtue of their exercise of such rights, subject to the terms herein.

ARTICLE XIII

ASSOCIATION BUSINESS

1. The **BOARD** agrees that the **ASSOCIATION** may use the school address as its official address, with the understanding that the **BOARD** shall not be responsible for lost or misplaced mail or correspondence.
2. In order that **ASSOCIATION** meetings do not conflict with other school meetings and/or functions, the **BOARD** and the **ASSOCIATION**, at the beginning of each school year in September, agree to designate a specific time and place for **ASSOCIATION** regular meetings within the school building.

ARTICLE XIV
GRIEVANCE PROCEDURE

1. Definitions

A. "Grievance" is defined as any alleged violation, misinterpretation or misapplication of the terms of this Agreement or of **BOARD** policy, including administrative decisions rendered under **BOARD** policy. **BOARD** policies and administrative decisions which do not affect the terms and/or conditions of employment of a **professional staff member** do not fall within the definition of a grievance. Likewise, **professional staff members** may not use this grievance procedure in regard to any matter in which:

1. The law provides either a method to review the complaint or a legal remedy, pursuant to State Board Rules and/or Regulations and/or the New Jersey Administrative Code all having the force and effect of law, or a judicial decision; or
2. The **BOARD** of Education is without authority to act; or
3. The complaint relates to the non-renewal, termination (or notice of termination) of one or more non-tenured **professional staff member's (s')** contract(s); or
4. Charges were filed against one or more tenured **professional staff member(s)** pursuant to the Tenured Employees Hearing Act (N.J.S.A. 18A:6-10, et seq.); or
5. A salary increment is withheld pursuant to N.J.S.A. 18A:29-14.

B. "Representative" is defined to include:

1. As to a **professional staff member**: A member or group of members of the **OLD TAPPAN EDUCATION ASSOCIATION**, an attorney designated in writing by the individual or by the **ASSOCIATION**, a representative of the New Jersey Education Association, or any combination of such persons.
2. As to the **BOARD**: A **BOARD** member, the Superintendent, a member of the administration, an attorney designated by the **BOARD** in writing, or any combination of such persons.

At Level One, a grievant only may choose to represent himself/herself or to be represented by a fellow member of the **ASSOCIATION**.

At Level Three, a grievant only may choose to represent himself/herself, to be represented by a fellow member of the **ASSOCIATION**, or to be represented by a representative of the New Jersey Education Association.

At Level Four and above, a grievant may choose to represent himself/herself, or to be represented by any "representative" as defined above.

If the Grievant does not appoint a representative at Level 3 or above, then the **ASSOCIATION** can appoint a representative, as defined above. The grievant or the **BOARD** or the **ASSOCIATION** can change his/her/its designated representative, in writing, at any level within the procedure, but such change will not affect any proceedings occurring prior

to the change. Neither the grievant, the **BOARD**, nor the **ASSOCIATION** may be represented by an attorney at Levels One or Three, in an effort to keep the process non-adversarial.

3. "Immediate Supervisor" is defined as the person to whom the aggrieved **professional staff member** (the "grievant") is directly responsible under the Board's Table of Organization. If no Table is furnished to the grievant, then the person who the grievant reasonably believes is his/her immediate supervisor, based on daily or ongoing direct supervision, will be designated as the immediate supervisor.

4. "Superintendent" is defined as the person employed and/or designated by the **BOARD** as the chief administrative officer of the school district, regardless of official title.

C. The term **professional staff member** as used in this definition shall mean an individual **professional staff member** or a group of **professional staff members** having the same grievance.

2. Purpose

A. Any individual **professional staff member**/members ("grievant") has the right to present a grievance internally, regarding matters which affect his/her/their terms and/or conditions of employment, using the procedure set forth in this section.

B. Any **professional staff member** presenting a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievances.

3. Procedural Steps

Level One

Within fifteen (15) school days of the date of the incident about which the grievant is grieving, he/she must present and discuss his/her grievance with the Principal, in an effort to resolve the matter. A grievant may request representation by a fellow member of the **ASSOCIATION** at Level One. All Level One grievances must be written and signed on the official Board Grievance Form and must state clearly the grounds upon which the grievance is based, including the specific contract provision or policy which the grievant alleges was violated, misinterpreted, or misapplied, and must attach all relevant documents. If fifteen (15) school days do not remain in the current school year from the time the incident at issue arose, then the grievant must present the grievance to the Principal within twenty-one (21) calendar days following the last day of school. The Principal must render a written decision within ten (10) school days after meeting with the grievant.

Level Two

If the grievant is not satisfied with the response received from the Principal at Level One, the grievant may refer the grievance to the Professional Rights and Responsibility Committee of the **ASSOCIATION**. If the Committee decides that the **ASSOCIATION** will process the grievance, then the **ASSOCIATION** will appoint a representative. If the **ASSOCIATION** does not process the grievance and appoint a representative, then the grievant will have the right to appoint his/her own representative.

Level Three

Within fifteen (15) school days of receiving the written response at Level One, the employee or the **ASSOCIATION** may appeal the Level One determination to the Superintendent. All Level Three grievances must be signed and written on the proscribed grievance form and in addition to stating clearly the grounds upon which the grievance is based, including the specific contract provision or policy which the grievant alleges was violated, misinterpreted, or misapplied, also must state the result of the discussion at the prior level and the specific reason(s) for the grievant's dissatisfaction with the prior determination and must attach all relevant documents and prior written decisions. The Principal shall provide a grievance report to the Superintendent, who shall conduct a closed hearing with the concerned parties and their representative(s), if any, and separately with the grievant or the Principal, if requested. The Superintendent shall issue a written decision, including reasons for the decision, to the grievant and the Principal within fifteen (15) school days following receipt of the original notice of appeal.

If the grievance arises directly out of an order, ruling or determination by the Superintendent, however, the grievant or the **ASSOCIATION** may skip Levels One and Two and file with the Superintendent at Level Three, within ten (10) school days following the date on which the grievant first became aware of such an order, ruling or determination. The grievant must file a signed, written statement with the Superintendent using the proscribed grievance form and, in addition to stating clearly the grounds upon which the grievance is based, including the specific contract provision or policy which the grievant alleges was

violated, misinterpreted, misapplied, and must attach all relevant documents and prior written decisions. The Superintendent shall issue a written decision, including reasons for the decision, to the grievant and the Principal within fifteen (15) school days following receipt of the original notice of appeal.

Level Four

Within fifteen (15) school days of receiving the written response from the Superintendent at Level Three, the grievant or the **ASSOCIATION** may file a written appeal of the Level Three determination to the **BOARD**, by filing in writing with the Board Secretary. All Level Four grievances must be signed and written on the proscribed grievance form and in addition to stating clearly the grounds upon which the grievance is based, including the specific contract provision or policy which the grievant alleges was violated, misinterpreted, or misapplied, also must state the result of the discussion at the prior level and the specific reason(s) for the grievant's dissatisfaction with the prior determination, and must attach all relevant documents and prior written decisions. The grievant shall provide a copy of the Notice of Appeal to the Superintendent.

If the grievance arises directly out of an order, ruling or determination by the **BOARD**, however, the grievant or the **ASSOCIATION** may skip Levels One, Two, and Three and file with the **BOARD** at Level Four, within ten (10) school days following the date on which the grievant first became aware of such an order, ruling or determination. If filing directly with the **BOARD** within ten (10) school days following issuance of the order, ruling or determination, or within ten (10) school days following the date on which the grievant first became aware of such order, ruling or determination, by filing in writing with the Board Secretary, stating:

- (a) The order, ruling or determination from which the grievant is complaining;
- (b) The basis for the complaint, including the specific contract provision or policy which the grievant alleges was violated, misinterpreted, or misapplied;
- (c) A request for hearing (if desired).

The grievant must provide the Superintendent with a written copy of the complaint to the **BOARD**, and the Superintendent may reply, in writing, to the complaint. The Superintendent will supply the grievant with a copy of any reply statement.

The grievant may request that the **BOARD** consider the grievance at either a private or a public hearing. All written requests for a hearing before the **BOARD** will be granted. If the **BOARD** does not receive any request as to whether the hearing should be private or public, then it may consider the grievance based only on the written record, or conduct a public hearing, or request additional written materials. Any party submitting additional written materials to the **BOARD** must provide copies of these materials to the adverse party, who shall have the right to reply to these materials.

The **BOARD** shall render a written decision within thirty (30) school days (forty-five (45) school days during summer months when school is not in session) following the date it considers the grievance. The **BOARD** shall state the reasons for its decision, and provide copies of its decision to the grievant, his/her representative, if any, the **ASSOCIATION**, the Principal and the Superintendent.

Level Four shall be the final determination for all grievances alleging a violation, misinterpretation, or misapplication of any **BOARD** policy which existed for more than five (5) years at the time the grievance was filed, except where the grievance alleges a change from past practice or past implementation of such policies.

Level Five

If the grievance has not been resolved to the satisfaction of the grievant or the **ASSOCIATION**, the **ASSOCIATION** may file for arbitration within fifteen (15) school days following receipt of the **BOARD**'s Level Four decision. Failure to file for arbitration within the fifteen (15) day period will constitute a bar to arbitration of the grievance, unless the **ASSOCIATION** and the **BOARD** mutually agree to extend the deadline for filing for arbitration.

The parties should try to agree to a mutually acceptable arbitrator. If the parties cannot agree, they immediately shall submit a joint request to the Public Employee Relations Commission to appoint an arbitrator. If PERC is unwilling or unable to appoint an arbitrator, then the parties shall submit a joint request to the American Arbitration Association to appoint an arbitrator.

The arbitrator shall confer with representatives of both the **BOARD** and the **ASSOCIATION**, and shall conduct a hearing. In the shortest time possible after the hearing, the arbitrator shall submit a written report of his/her findings of fact, reasoning, and conclusions on the issues of the grievance. The arbitrator shall render his/her findings and Recommendations consistent with the terms of this Agreement, and shall not have power or authority to make any recommendations which require commission of an act which is prohibited by law.

The decision of the arbitrator shall be final and binding on all parties.

The parties shall share equally in the cost of the arbitrator's services, except that if the **ASSOCIATION** is representing the grievant, then the **ASSOCIATION** shall bear the grievant's share of the expense. Each party will be responsible for its own expenses associated with the arbitration. In addition, the arbitrator will have the express power and authority to recommend that the costs of the arbitrator's services be borne by one party if, in the arbitrator's judgment, one party unnecessarily created the need for the arbitration or pursued arbitration for purposes of delay, if the arbitrator finds that one party's assertions are unreasonable and a sham.

Miscellaneous Provisions

1. If the decision-maker fails to communicate a decision within the time limits set by this procedure, the grievant or the **ASSOCIATION** shall be permitted to proceed to the next level automatically. Likewise, failure to present a grievance at any Level within the time limits provided will be deemed an acceptance of the last determination presented, and an abandonment of the grievance. Nevertheless, the parties may extend any time limits within this procedure by mutual agreement in writing.
2. During the pendency of the grievance, all employees, including the grievant, shall continue to work under the direction of the Superintendent and the administrators, regardless of the nature of the grievance or amount of time it takes to resolve the grievance. The **BOARD** agrees not to harass or discriminate against any **professional staff member** for filing a grievance under this procedure.

3. No complaint arising from a source other than through the normal administrative procedure shall be noted in the personnel file of any employee without first:
 - (a) Notifying the employee in writing by certified mail, return receipt requested, of the source and contents of the complaint, and
 - (b) Affording the employee a hearing on such complaint if the employee shall file written demand therefore within ten (10) school days of the date of the notice.

The hearing shall be conducted according to the procedures outlined in the grievance procedure. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said employee.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their respective seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE
BOROUGH OF OLD TAPPAN,
NEW JERSEY

ATTEST:

DOUGLAS BARRETT
Secretary

By _____
MARYELLEN LaFRONZ
President

OLD TAPPAN EDUCATION ASSOCIATION

JANET SURIANO
Secretary

By _____
DENISE McCARTHY
President

SCHEDULE "A-8"

**TEACHER'S SALARY GUIDE FOR THE SCHOOL YEAR 2006-2007
FOR TEACHERS HIRED PRIOR TO JUNE 30, 1996**

<u>LEVEL</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 16</u>	<u>MA + 32</u>	<u>MA + 48</u>
1	38,158	40,034	49,523	51,399	53,275	XXXXXX
2	40,034	41,909	51,399	53,275	55,151	XXXXXX
3	41,909	43,785	53,275	55,151	57,027	XXXXXX
4	43,896	46,036	55,901	57,777	59,653	XXXXXX
5	46,036	47,912	57,777	59,653	61,529	XXXXXX
6	47,912	49,788	59,653	61,529	63,405	XXXXXX
7	49,788	51,664	61,529	63,405	65,281	XXXXXX
8	51,664	53,540	63,405	65,281	67,157	XXXXXX
9	53,540	55,416	65,281	67,157	69,032	XXXXXX
10	55,416	57,292	67,797	69,032	71,173	XXXXXX
11	57,667	59,543	69,672	70,908	73,424	XXXXXX
12	59,543	61,419	71,548	73,424	75,675	XXXXXX
13	61,419	63,294	73,424	75,675	77,926	XXXXXX
14	63,294	65,170	75,675	77,926	80,553	XXXXXX
15	66,381	68,257	77,926	80,553	83,179	84,680
16	XXXXXX	XXXXXX	81,013	84,764	85,430	86,931
17	XXXXXX	XXXXXX	XXXXXX	XXXXXX	88,516	89,642

N.B. Applicable to all Salary Guides:

1. All credits leading to higher levels on the Salary Guide must be approved graduate credits or approved in-service credits as stipulated in this Agreement.

Only approved graduate credits and the Masters Degree diploma from an accredited College or University may be used at the MA Degree Level.

No more than four (4) in-service credits may be used for movement to the BA+15, MA+16, MA+32 and MA+48 levels.

2. Lateral moves may only occur once per year(September) and only after written notification to the Superintendent of Schools no later than the previous February 1st.
3. Increases are not automatic. Recommendation of the Administration and approval by the BOARD must be given in each individual instance.

SCHEDULE "A-9"

**TEACHER'S SALARY GUIDE FOR THE SCHOOL YEAR 2007-2008
FOR TEACHERS HIRED PRIOR TO JUNE 30, 1996**

<u>LEVEL</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 16</u>	<u>MA + 32</u>	<u>MA + 48</u>
1	39,058	40,934	49,523	51,399	53,275	XXXXXX
2	40,934	42,809	51,399	53,275	55,151	XXXXXX
3	42,809	44,685	53,275	55,151	57,027	XXXXXX
4	44,685	46,936	55,901	57,777	59,653	XXXXXX
5	46,936	48,812	57,777	59,653	61,529	XXXXXX
6	48,812	50,688	59,653	61,529	63,405	XXXXXX
7	50,688	52,564	61,529	63,405	65,281	XXXXXX
8	52,564	54,440	63,405	65,281	67,157	XXXXXX
9	54,440	56,316	65,281	67,157	69,072	XXXXXX
10	56,316	58,192	67,797	69,072	72,073	XXXXXX
11	58,567	60,443	70,572	72,073	74,324	XXXXXX
12	60,443	62,319	72,448	74,324	76,575	XXXXXX
13	62,319	64,194	74,324	76,575	78,826	XXXXXX
14	64,194	66,070	76,575	78,826	81,453	XXXXXX
15	67,481	69,357	78,826	81,453	84,079	85,580
16	XXXXXX	XXXXXX	82,113	85,864	86,330	87,831
17	XXXXXX	XXXXXX	XXXXXX	XXXXXX	89,616	90,742

N.B. Applicable to all Salary Guides:

1. All credits leading to higher levels on the Salary Guide must be approved graduate credits or approved in-service credits as stipulated in this Agreement.

Only approved graduate credits and the Masters Degree diploma from an accredited College or University may be used at the MA Degree Level.

No more than four (4) in-service credits may be used for movement to the BA+15, MA+16, MA+32 and MA+48 levels.

2. Lateral moves may only occur once per year(September) and only after written notification to the Superintendent of Schools no later than the previous February 1st.
3. Increases are not automatic. Recommendation of the Administration and approval by the BOARD must be given in each individual instance.

SCHEDULE "C-8"

**TEACHER'S SALARY GUIDE FOR THE SCHOOL YEAR 2006-2007
FOR TEACHERS HIRED AFTER JULY 1, 1996**

<u>LEVEL</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 16</u>	<u>MA + 32</u>	<u>MA + 48</u>
1	38,158	40,034	41,909	45,286	48,287	XXXXXX
2	40,034	41,909	44,536	48,287	51,289	XXXXXX
3	41,909	43,785	46,787	51,289	53,540	XXXXXX
4	43,785	46,036	49,413	53,540	55,791	XXXXXX
5	46,036	47,912	51,664	55,791	58,042	XXXXXX
6	47,912	49,788	53,165	58,042	60,293	XXXXXX
7	49,788	51,664	55,791	60,293	62,919	XXXXXX
8	51,664	53,540	58,792	62,919	65,546	XXXXXX
9	53,540	55,416	61,794	65,546	68,172	XXXXXX
10	55,416	57,292	65,170	68,172	71,173	XXXXXX
11	57,667	59,543	68,547	71,173	73,424	XXXXXX
12	59,543	61,419	71,548	73,424	75,675	XXXXXX
13	61,419	63,294	73,424	75,675	77,926	XXXXXX
14	63,294	65,170	75,675	77,926	80,553	XXXXXX
15	66,381	68,257	77,926	80,553	83,179	84,680
16	XXXXXX	XXXXXX	81,013	84,764	85,430	86,931
17	XXXXXX	XXXXXX	XXXXXX	XXXXXX	88,516	89,642

N.B. Applicable to all Salary Guides:

1. All credits leading to higher levels on the Salary Guide must be approved graduate credits or approved in-service credits as stipulated in this Agreement.

Only approved graduate credits and the Masters Degree diploma from an accredited College or University may be used at the MA Degree Level.

No more than four (4) in-service credits may be used for movement to the BA+15, MA+16, MA+32 and MA+48 levels.

2. Lateral moves may only occur once per year(September) and only after written notification to the Superintendent of Schools no later than the previous February 1st.
3. Increases are not automatic. Recommendation of the Administration and approval by the BOARD must be given in each individual instance.

SCHEDULE "2008-2009 SALARY GUIDE"

TEACHER'S SALARY GUIDE FOR THE SCHOOL YEAR 2008-2009

<u>LEVEL</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 16</u>	<u>MA + 32</u>	<u>MA + 48</u>
1	40,258	42,134	44,009	47,386	50,387	XXXXXX
2	42,134	44,009	46,636	50,387	53,389	XXXXXX
3	44,009	45,885	48,887	53,389	55,640	XXXXXX
4	45,885	48,136	51,513	55,640	57,891	XXXXXX
5	48,136	50,012	53,764	57,891	60,142	XXXXXX
6	50,012	51,888	55,265	60,142	62,393	XXXXXX
7	51,888	53,764	57,891	62,393	65,019	XXXXXX
8	53,764	55,640	60,892	65,019	67,646	XXXXXX
9	55,640	57,516	63,894	67,646	70,272	XXXXXX
10	57,516	59,392	67,270	70,272	73,273	XXXXXX
11	59,767	61,643	70,647	73,273	75,524	XXXXXX
12	61,643	63,519	73,648	75,524	77,775	XXXXXX
13	63,519	65,394	75,524	77,775	80,026	XXXXXX
14	65,394	67,270	77,775	80,026	82,653	XXXXXX
15	68,681	70,557	80,026	82,653	85,279	86,780
16	XXXXXX	XXXXXX	83,313	87,064	87,530	89,031
17	XXXXXX	XXXXXX	XXXXXX	XXXXXX	90,816	91,942

N.B. Applicable to all Salary Guides:

1. All credits leading to higher levels on the Salary Guide must be approved graduate credits or approved in-service credits as stipulated in this Agreement.

Only approved graduate credits and the Masters Degree diploma from an accredited College or University may be used at the MA Degree Level.

No more than four (4) in-service credits may be used for movement to the BA+15, MA+16, MA+32 and MA+48 levels.

2. Lateral moves may only occur once per year(September) and only after written notification to the Superintendent of Schools no later than the previous February 1st.
3. Increases are not automatic. Recommendation of the Administration and approval by the BOARD must be given in each individual instance.

SCHEDULE "E-8", "E-9", "E-10"
SCHEDULE OF ANNUAL PAYMENT FOR
DESIGNATED EXTRA-CURRICULAR ACTIVITIES
FOR THE SCHOOL YEARS 2006-2007,
2007-2008 and 2008-2009

	<u>"E-8"</u> <u>2006-2007</u>	<u>"E-9"</u> <u>2007-2008</u>	<u>"E-10"</u> <u>2008-2009</u>
Interscholastic Coaches	\$ 2,312.46	\$ 2,414.21	\$ 2,520.43
Assistant Coaches	1,285.16	1,341.71	1,400.75
Intramural Coaches	1,027.30	1,072.50	1,119.69
Cheerleading Coach	1,196.42	1,249.07	1,304.03
Track Meet Assistant(per meet)	62.91	65.68	68.57
A.M./P.M. Supervision (per Hour)	30.77	32.12	33.53
or 25 Minute Session (A.M.)	12.82	13.38	13.97
or 20 Minute Session (P.M.)	10.25	10.70	11.17
Lunchtime Supervision (per hour)	30.77	32.12	33.53
or 25 Minute Session(TBD)	12.82	13.38	13.97
or 30 Minute Session(CDW)	15.39	16.07	16.77
Student Council Advisor	1,027.30	1,072.50	1,119.69
Music Activities (Chorus)	1,027.30	1,072.50	1,119.69
Music Activities (Music)	1,027.30	1,072.50	1,119.69
Outdoor Education (per evening)	85.27	89.03	92.94
Set Designing	352.87	368.40	384.61
Safety Patrol	1,027.30	1,072.50	1,119.69
Yearbook	2,312.46	2,414.21	2,520.43

