

**AGREEMENT**

Between

**TENAFLY BOARD OF EDUCATION**

and

**TENAFLY EDUCATION ASSOCIATION**  
**On Behalf of Secretaries and Clerks**

for the period  
JULY 1, 2004 to JUNE 30, 2007

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ARTICLE I  
RECOGNITION

A. Unit

The Board of Education of the Borough of Tenafly, hereafter referred to as "the Board", hereby recognizes the Tenafly Education Association, hereafter referred to as "the Association", as the exclusive representative for collective negotiations concerning terms and conditions of employment for all secretarial and clerical personnel regularly employed by the Board.

The Association represents and warrants that it does and shall throughout the term of this Agreement represent a majority of the eligible membership for collective bargaining purposes under this Agreement.

The Association agrees to furnish the Board with a list of officers and appropriate signed authorizations for the Association to represent said members.

B. Definition of Employee

Unless otherwise indicated, the term "employee" when used herein shall refer to all secretaries and clerks represented by the Association in the negotiating unit except the five non-union secretaries in Central Office.

ARTICLE II  
NEGOTIATION PROCEDURE

A. The Board and the Association agree to meet at reasonable times and negotiate in good faith with respect to terms and conditions of employment, in accordance with the provisions of the N.J. Employer-Employee Relations Act.

B. Modifications

This Agreement shall be modified in whole or in part by the parties only as contained in an instrument in writing duly executed by both parties.

C. Negotiation of Successor Agreement

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 term of this Agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. The purpose of this Article is to establish a procedure under which a Grievance may be processed as rapidly as possible and resolved at the lowest possible level. All Parties of Interest shall endeavor to expedite the process and to keep the proceedings as informal and confidential as the procedure at any given level will permit.

B. Definition of Terms

"Grievance" is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of a Employee or group of Employees. A Grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.

"Aggrieved Person" is the Employee(s) or the Association claiming a Grievance.

"Party in Interest" is an Aggrieved Person and any other person who might be required to take action or against whom action might be taken in order to resolve a Grievance.

C. Time Limits

1. The number of days indicated on each level shall be considered as a maximum. The time limits specified may, by mutual agreement, be enlarged or reduced.
2. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question.
3. 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 work year, and, if left unresolved until the beginning of the following work year, could result in irreparable harm to a Party of Interest; the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

D. Levels of Procedure

1. Level One (Building Level) - Step One:

An Aggrieved Person with a Grievance shall, within forty-five (45) work days after either the occurrence of the event or acts which give rise to the Grievance or the date on which the Aggrieved Person knew of or would be reasonably expected to know of such, first orally discuss it with his or her Principal, or immediate supervisor, with the objective of resolving the matter informally. Failure to act within said forty-five (45) work day period shall be deemed to constitute an abandonment of the Grievance. The Aggrieved Person and the appropriate Principal, or immediate supervisor shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Principal, or immediate supervisor, shall communicate his decision to the Aggrieved Person within five (5) work days next following said oral discussion. If the Principal, or immediate supervisor, fails to communicate his decision within said five (5) work day period, the relief sought shall be deemed denied and the Aggrieved Person may proceed to Step Two of Level One of the Grievance Procedure.

Step Two:

If the relief sought in Step One of Level One is denied, the Aggrieved Person may, within five (5) work days following the denial, file his Grievance in writing with the Principal setting forth the specific allegations of fact which gave rise to the Grievance, the specific provision(s) of the Agreement or Board Policy or the particular past practice alleged to have been violated, the date as of which the event or acts which gave rise to the Grievance first occurred, and the relief sought. If the appeal is not timely filed in writing with the Principal, the decision at Step One of Level One shall be final and the matter closed. If the appeal is timely filed with the principal, then the Principal shall communicate his decision in writing to the Aggrieved Person within five (5) work days next following the filing of the written Grievance. If the Principal fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the Aggrieved person may proceed to the next level of the Grievance Procedure.

2. Level Two (Superintendent's Level):

If the Aggrieved Person is not satisfied with the disposition of the Grievance at Step Two of Level One, the Aggrieved Person may, within three (3) work days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the respects in which the Aggrieved Person disagrees with the decision at Step Two of Level One and the action requested to be taken by the

Superintendent. If the appeal is not timely filed in writing with the Superintendent, the matter shall be orally discussed between the Superintendent or his designee and the Aggrieved Person. The Aggrieved Person and the Superintendent or his designee shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Superintendent or his designee shall communicate his decision in writing to the Aggrieved Person within fifteen (15) work days after the conclusion of said oral discussion. If the Superintendent or his designee fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Aggrieved Person may proceed to the next level of the Grievance Procedure.

3. Level Three (Board Level):

If the Aggrieved Person is not satisfied with the disposition of his Grievance at Level Two, the Aggrieved Person may, within eight (8) work days after the decision at Level Two, file an appeal in writing with the Board setting forth the respects in which the Aggrieved Person disagrees with the decision of the Superintendent and the action requested to be taken by the Board. If the Aggrieved Person fails to timely file the written appeal with the Board, the decision at Level Two shall be final and the matter closed. If the Aggrieved Person files the written appeal with the Board within the time limit provided, the matter shall be orally discussed by and between the Board, or its designee, the Association and the affected Employee within ten (10) work days after the appeal has been filed with the Board; and the Board, or its designee, shall communicate its decision in writing to the Association within ten (10) work days after the conclusion of said oral discussion. If the Board, or its designee, fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the Grievance Procedure.

4. Level Four (Arbitration Level):

If any Grievance is not resolved at Level Three, the Association may, within ten (10) work days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the Grievances to binding arbitration as hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

5. Arbitration Procedures:

- a. In the event that the Grievance is to be submitted to binding arbitration before an arbitrator, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the Association or the Board shall, within ten (10) work days after the request to submit the Grievance to binding arbitration, request a list of arbitrators to be submitted by the Public Employment Relations Commission (PERC). The Board and the Association shall then be bound by the rules and procedures of the Public Employment Relations Commission (PERC) in the selection of an arbitrator.

Level Three shall be final and the matter closed.

- b. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearing, or from the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation of, the application of, or the compliance with, the provisions of this Agreement, and the arbitrator shall have not authority to in any way alter, modify, substitute, change, add to or delete from any of the terms of this Agreement, and the arbitrator shall, in interpreting, applying, or making a determination as to compliance with, the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and Federal Statutes, the Constitutions of the State of new Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of new Jersey and the Federal Courts having jurisdiction over mattes arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

E. Rights of Employees to Representative

1. An aggrieved Person may at Levels One, Two or Three of the Grievance Procedure, be accompanied or represented by not more than two (2) persons of his own choosing, of whom one (1) or both may be designated representatives of the Association. When an Aggrieved Person is not represented by the Association, a representative of the Association shall have the right to be present and to state its views at all levels of the Grievance Procedure after Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party of Interest, and Building Representative, any member of the Association or any other participant in the Grievance Procedure by reason of such participation.

F. Miscellaneous

1. If a Grievance affects a group or class of Employees, the Association may, within forty-five (45) work days after either occurrence of the events or acts which give rise to the Grievance or the date on which the Employees know of or would be reasonably expected to know of such, fist orally discuss it at Level Two with the Superintendent with the objective of resolving the matter informally. Failure to act within said forty-five (45) day period shall be deemed to constitute an abandonment of the Grievance. The Superintendent shall communicate his decision to the Association within ten (10) work days next following said oral discussion. If the Superintendent fails to communicate his decision within said ten (10) work days, the relief sought shall be deemed denied and the Association may proceed to Level Three and the, if necessary, Level Four of the Grievance Procedure. The Association may process such a Grievance through such Levels of the Grievance Procedure even though one (1) or more members of a group or class of affected Employees does not wish to do so.
2. Written decisions rendered at Levels One, Two and Three of the Grievance Procedure shall be transmitted promptly to all Parties in Interest and to the Association and shall, where any of the relief sought has been denied, set forth the reasons therefor.
3. If a Party in Interest other than the Aggrieved Person is an Employee who may be affected by the disposition of the Grievance, he shall be deemed an aggrieved Person and shall be bound by the decision.

4. All documents, communications and records dealing with the processing of a Grievance shall be filed in a separate Grievance file and shall not be kept in the personnel file of any of the Parties in Interest.
5. Forms for acknowledging grievance discussions, filing Grievances, and rendering determinations shall be in the forms annexed hereto as Exhibits "B" through "F" and shall be given the distribution set forth therein so as to facilitate operation of the Grievance Procedure.
6. The meetings under Levels One, Two and Three of the Grievance Procedure shall not be conducted in public and shall include only the Parties in Interest and their representatives. No arbitration hearings under Level Four shall be conducted in public and such hearings shall include only the Parties in Interest, their representatives, their witnesses and such other persons as either party or the arbitrator may deem necessary for the proper processing of the Grievance.

#### ARTICLE IV

##### EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board hereby agrees that employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by New Jersey Statutes or the Constitution of New Jersey and the United States; that is shall not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of membership in the Association, participation in any activities of the Association, collective negotiations with the Board; or institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. If space is available in Adult School classes, secretaries may take relevant courses without charge upon approval of the Superintendent. Other relevant courses or workshops will be paid for by the Board upon approval of the Superintendent.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be provided under New jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those otherwise provided by law. However, it should be understood that the Board has the right to discipline, reprimand, reduce in rank or compensation for cause. Such cause shall include failure to meet the criteria for job performance periodically issued by the Superintendent.

- D. The Board agrees that the members of the Tenafly School Community are professionals and must continually refine their knowledge and skills. To that end, the Board shall direct the Administration to plan appropriate, systematic, and on-going in-service training for secretaries and clerks.
- E. If a secretary chooses to take a course or attend a workshop directly related to the specific job performed by the secretary, which is approved by the secretary's supervisor, outside of normal working hours, reimbursement shall be provided by the Board of Education for the workshop or course. Reimbursement for all secretaries shall not exceed three thousand dollars (\$3,000) per year for all secretaries. Transportation shall be reimbursed as per Board policy.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES -- PART A

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the financial resources of the district.
- B. Representatives of the Association will be permitted to transact official Association business on school property at all reasonable times, provided that in the judgment of the respective principals this will not interfere with or interrupt normal school operations, and provided it will not entail added cost to the Board.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employee and to no other organization(s) representing any portion of the unit.

### BOARD RIGHTS AND PRIVILEGES -- PART B

- A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor agreement, in accordance with applicable laws and regulations.
  - 1. To direct employees of the school district.
  - 2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees (subject however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided), and all applicable laws and decisions of any New Jersey State or applicable federal agency regarding these matters.

3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any state or applicable federal agency.
5. To take whatever other actions may be necessary to carry out without limitations, all of the powers, rights, authority, duties, and responsibilities conferred upon an vested in it, by the laws of the Constitution of the State of New Jersey and of the United States, as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.
6. Nothing in the above shall limit the Association directly or indirectly in its duty to fairly represent the membership of the Association, and to present grievance proposals, counter proposals, and to negotiate with the Board of Education on wages, hours, and other terms and conditions of employment.

## ARTICLE VI

### DAILY WORKING HOURS -- FOR FULL-TIME EMPLOYEES

- A.
  1. For the period from September 1 to June 30, except in emergency situations. (This applies to all employees.)
    - a. The working day shall consist of seven (7) hours exclusive of an uninterrupted lunch hour of sixty (60) minutes.
    - b. The working week shall consist of thirty-five (35) working hours.
  2. For the period beginning July 1 through the third week in August, except in emergency situations, the work day shall begin at 7:45 a.m. with a 45-minute lunch period and end at 3:00 p.m. For example, for the 2004/2005 school year, the last date for the summer schedule will be August 20, 2004; for the 2005/2006 school year, the last date will be August 19; and for the 2006/2007 school year, the last date will be August 18.

B. Relief Time

All secretarial/clerical employees shall be allowed a fifteen (15) minute relief period in the morning and a ten (10) minute relief period in the afternoon at times to be determined by their immediate respective supervisor.

C. Release Time

Subject to the limitations set forth herein, all secretarial/clerical employees shall be released at 3:30 p.m. on one (1) day per month during the work year for the purpose of attending meetings of the Association.

All release time for such meetings shall be compensated by the secretarial/clerical employee providing an amount of work time equivalent to the release time within five (5) days immediately preceding and/or immediately following the meeting days, such work time to be arranged by the employee with the immediate supervisor. A rotating schedule shall be developed by the Administration, in consultation with the Association, so as to allow attendance by all secretarial/clerical employees at a minimum of fifty (50%) per cent of all monthly Association meetings.

ARTICLE VII

VACATIONS - TWELVE MONTH EMPLOYEES

(July 1 - June 30)

A. Vacations

1. Less than one full year -- One working day per month, not to exceed twelve (12) days.
2. One through five years -- Twelve (12) working days.
  - a. To be eligible for credit for one year's service under this section, the employee in her first year of employment must have started work prior to January 1 of that year.

3. Six through ten years -- Seventeen (17) working days.
4. Eleven years or more -- Twenty-Two (22) working days.
5. Such allowable vacation time shall be taken as mutually agreed upon between the employee and the appropriate supervisor. All vacation time shall be so arranged as not to interfere with the operation of the schools, and all must be approved in advance by the immediate supervisor.

B. Application

1. Vacation preference sheets shall be distributed by April first and returned by April fifteenth, and employees notified by May fifteenth of the assigned vacation periods.
2. If a legal holiday occurs during an employee's vacation period, a day will be added to the vacation period. This day should be taken at the beginning or end of the authorized vacation period and not at an isolated time.
3. A regular full-time employee whose employment is terminated before the end of the work year shall be entitled to receive pay for vacation days for which she is eligible. However, if the employee has taken vacation in advance, a salary adjustment will be made at the time of final payment.
4. If a regular pay day falls during an employee's vacation, he/she will receive a salary check before going on vacation.

## ARTICLE VIII

### DESIGNATED DAYS OFF

From the list of days below, secretaries/clerks shall be entitled to fourteen (14) paid holidays per year. In years when the school is closed for all fifteen (15) days listed, each secretary/clerk shall decide with his/her immediate supervisor which fourteen (14) days he/she shall be entitled. Full-time employees who work ten (10) months will receive twenty-one (21) designated days off, fifteen (15) of which must be taken from the same holiday list. The additional designated days shall be taken with the concurrence of the employee's supervisor. These secretary/clerical employees will not, however, along with part-time employees, be entitled to vacation time.

In years when the school is closed for fewer than fourteen (14) of the fifteen (15) days listed, each secretary/clerk shall decide with his/her supervisor to what additional day(s) he/she will be entitled.

When Christmas Eve and New Year's Eve fall on a weekday, twelve-month secretaries/clerks shall be entitled to one of said two (2) days as an extra holiday.

Independence Day

Labor Day

Rosh Hashanah

Yom Kippur

N.J.E.A. Convention Days (2 days - Thursday and Friday)

Thanksgiving (3 days - Wednesday, Thursday and Friday)

Christmas Day

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

The list will be posted and the Association will be advised in writing not later than thirty (30) days after the formal adoption of the school calendar by the Board of Education.

Secretaries/clerks shall be allowed to take personal and/or vacation days immediately preceding or immediately following designated or days off when such personal or vacation days would complete a five-day period. Such request should be made in writing at the time when designated days are requested and scheduled.

## ARTICLE IX

### SALARIES

- A. Each employee to be rehired for the following work year shall receive a contract and a salary guide no later than May 15. If an agreement has not been reached by May 15, the contract and salary guide will be made available no later than ten (10) days after signing of the Agreement.
- B. The salary guides for secretaries/clerks are set forth in Schedule A for 2004/2005, 2005-06 and 2006-07.

## ARTICLE X

### HIRINGS, TRANSFERS AND REASSIGNMENTS

- A. Effective July 1, 1982, all new employees will be hired on a twelve-month basis and current ten-month secretaries/clerks are "Grandfathered".
- B. Any member of the bargaining unit desiring to be reassigned or transferred may make application to the Superintendent for such transfer or reassignment. Due consideration will be given to such request provided:
  - 1. There is a vacancy in the position for which a reassignment or transfer is sought.
  - 2. The prospective supervisor and the Superintendent are satisfied that the individual requesting the transfer has the required skills and abilities to carry out the duties required for the position in question.
  - 3. The Superintendent is of the opinion that the transfer or reassignment is in the best interests of the Tenafly School System.
- C. The Superintendent shall have the right to transfer or reassign any member of the bargaining unit whenever in his judgment the best interests of the Tenafly School System will be best served by such transfer or reassignment.
- D. The decision of the Superintendent with reference to any transfer and/or reassignment is not subject to the grievance procedure hereinbefore set forth. The Superintendent's decision, however, may be appealed to the Board or its representative(s), so long as the appeal is made within ten (10) work days of the Superintendent's notification to the employee.

- E.
1. Whenever there is an opening in a secretarial/clerical position, notification thereof will be given to the president of the Association at least five (5) working days prior to the closing date for receipt of application.
  2. In an emergency situation, a secretarial/clerical position may be filled on a temporary basis. The Association must, however, be notified (as in Section E, Par. 1 above) before the position is permanently filled.
  3. Any employee interested in making application for a posted opening may do so, and due consideration will be given to all such applications.
  4. The final determination as to which applicant shall be selected shall in all instances be made by the Superintendent whose decision shall be final and binding. No appeal shall be from his determination.

Nothing contained in this Article X shall be deemed to limit the selection of applicants for an opening to members of the bargaining unit. The parties agree that the Board has the final and binding voice in all such matters.

- F. Whenever an employee is transferred or reassigned from a lower paying position to a higher paying one, said employee shall be placed on the appropriate step of the salary guide in the higher paying position and shall be paid the salary provided for that step.

- G. Whenever a clerk or secretary is transferred, voluntarily or involuntarily, or whenever a position is eliminated and/or a new one is established, the result of which is the changing of any current ten (10) month employee to a twelve (12) month position, credit for vacation time and all other applicable benefits shall be computed as follows: the total number of months of employment in the district shall be divided by 12 to produce the creditable number of years. In addition, such person or persons shall be placed on the same step of the salary guide upon which he/she would be placed if a change had not occurred.

## ARTICLE XI

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Whenever it is determined to transfer or reassign an employee and the employee does not desire to be reassigned or transferred, the employees shall have the right to request a meeting with the Superintendent concerning such proposed transfer or reassignment.
- B. At the meeting between the Superintendent and the employee, the employee shall have the right to be represented by an Association representative.
- C. Following said meeting, the Superintendent shall notify the employee of his decision and the decision of the Superintendent is not subject to the grievance procedure hereinbefore set forth. The Superintendent's decision, however, may be appealed to the Board or its representative(s), so long as the appeal is made within ten (10) work days of the Superintendent's notification to the employee.

## ARTICLE XII

### JOB CLASSIFICATION

Any member of the unit who feels he/she should be in a different category on the salary scale shall submit to his/her immediate supervisor a written statement of reasons to support such a position. The immediate supervisor shall submit his/her recommendation, together with the employee's statement of reasons, to the Superintendent, who shall, after presentation of these materials to the Board, communicate the Board's decision to the employees. The decision of the Board shall be final and binding, and shall not be subject to the grievance procedure hereinbefore set forth.

## ARTICLE XIII

### SICK LEAVE

- A. All twelve-month employees shall be entitled to fifteen (15) sick leave days per year.  
All ten-month employees shall be entitled to thirteen (13) sick leave days per year.  
Unused sick leave days will accumulate from year to year with no maximum limit.  
Part-time employees shall be entitled to proportionate leave according to the proportionate amount of time served.

B. Employees shall be given a written accounting of accumulated sick leave days as soon as practical after June 30 of each work year, but no later than September 30. Such accounting shall be deemed to be accurate unless the employee challenges its accuracy in writing within ten (20) days after the date of its issuance.

C. Pay for unused accumulated sick leave upon retirement pursuant to TPAF or PERS, as applicable, shall be paid in accordance with the following schedule and options:

<u>Year</u>	<u>Rate per day</u>	<u>Maximum Number of Days</u>	<u>Maximum Payment</u>
July 1, 2004	\$100	150	\$15,000
July 1, 2005	\$100	150	\$15,000
July 1, 2006	\$100	150	\$15,000

1. A lump sum payment in January of the year following the year of retirement.
2. Ten (10) equal monthly installments beginning in September of the year of retirement and ending in June of the year following the year of retirement.
3. Twenty (20) equal monthly installments beginning in September of the year of retirement through June of the year following retirement and in September through June of the following year.
4. In the event of the death of retired employee prior to that employee 's having received all of that employee's additional remuneration, that employee's estate shall be paid the remainder.

## ARTICLE XIV

### TEMPORARY AND EXTENDED LEAVES OF ABSENCE

#### A. Anticipated Disability Leave (Including Maternity Leave)

1. Any Employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon such anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence shall be chargeable to the sick leave, if any, of said Employee. If the accumulated sick leave is or has been exhausted, the leave of absence shall be without pay. All Employees covered by this Agreement anticipating such a state of disability shall notify the Superintendent's designee, the Assistant Superintendent for Administrative Services, through the Principal's office, of the condition expected to result in disability as soon as the condition which may result in disability is known, and shall submit to the Superintendent a certificate from his/her physician verifying the condition expected to result in a disability and the physician's prognosis as to the anticipated duration of such disability. If requesting a leave of absence under this Article, the Employee shall submit a written request specifying the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.
2. An Employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said Employee produces a statement from his/her physician stating that said Employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the Employee is capable of performing said duties.
3. In no event shall the Board be obligated to permit an Employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said Employee has substantially declined from that performance demonstrated by said Employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability. The Board may require any Employee desiring to continue in the performance of his/her duties during the period preceding an anticipated disability to submit to the Board, upon the request of the Board made not more than once per month, a certificate from his/her physician certifying that said Employee is able to satisfactorily continue to perform his/her duties.

4. The Employee requesting a leave under the provision of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
5. The Board shall have the right to require any Employee who had been on disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties, which shall be confirmed by the school medical inspector.
6. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board if, in the opinion of the school medical inspector, such change is not medically contra-indicated.
7. An Employee who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) days of the date of discharge from the hospital; provided, however, that such resumption of duties is not medically contra-indicated; and provided, further, that said Employee submit a certificate from his/her physician certifying that said Employee is able satisfactorily to resume the performance of his/her duties.
8. Where a disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced from medical reasons under application by the Employee to the Board accompanied by a certificate from the Employee's physician as to the advisability of such extension or reduction. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction substantially interferes with the administration of the school and provided that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provisions of N.J.S.A. 18A:30-1 et seq. and specifically N.J.S.A. 18A:30-7.
9. These provisions shall not be deemed to impose upon the Board any obligation to grant or extend a leave of absence of any non-tenured Employee beyond the end of the contract work year in which the leave is originally granted.
10. Where the anticipated disability leave is for pregnancy reasons, pregnant Employees applying for leaves of absences under the provisions of this

Section may simultaneously make application for a child-rearing leave in accordance with the provisions of Section B of this Article.

B. Child-Rearing Leave

1. In the case of the birth of a child or the placement of a child under the age of five (5) years for adoption, any Employee shall have the right to apply for a leave without pay or any other benefits provided herein for child-rearing purposes.
2. In cases where both husband and wife may be Employees in this school system, only one of said persons may be entitled to such leave.
3. A child-rearing leave shall be granted for a period of up to the end of the work year in which the birth of the child or the placement of a child under the age of five (5) years for adoption occurs, but such leave shall be automatically extended, in the cases of tenured Employees only, upon notification by a tenured Employee, for one (1) additional work year. Such notification by such tenured Employee for an extension of such child-rearing leave must be given to the Superintendent at least three (3) months prior to the expiration of the first period thereof. Such child-rearing leave for such tenured Employee may, in the absolute discretion of the Board, be extended, upon request by such tenured Employee made to the Superintendent in writing at least three (3) months prior to the expiration of the second period thereof, for a second additional work year.
4. Where a child-rearing leave is requested, the Employee requesting such leave shall not be permitted to return to the school system following such leave during the last month of the work year.
5. Applications for child-rearing leave must be filed at least 120 days before the anticipated birth of the child or immediately upon termination of the disability leave. Application for child-rearing leave in connection with the placement of a child for adoption shall be filed upon receipt by an Employee of a notice of such placement.
6. Where an Employee who has been granted a child-rearing leave returns to the system, such Employee may be assigned to any position decided upon by the Superintendent.
7. Anything to the contrary notwithstanding, a child-rearing leave granted to a non-tenured Employee need not be extended beyond the end of the contract year in which the leave is granted. In the case of a non-tenured Employee who shall exercise his/her right to take child-rearing leave, the period of said leave shall not be included in the minimum period required

by statute to attain tenure, and said Employee shall not acquire tenure during such leave.

8. The dates for the commencement and termination of child-rearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.
9. During a child-rearing leave, an Employee shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

C. Military Leave

1. Employees serving in any branch of the armed forces of the United States or full-time service of the American Red Cross, in time of war or an emergency during their employment in Tenafly, shall continue to enjoy the same benefits as other Employees and shall not lose seniority or pension status.
2. The time spent in said military service shall be counted for salary purposes as if it were time spent in the active employ of the Board. However, no salary shall be paid nor shall other benefits not specified in the Article accrue or be granted.
3. Employees with active reserve status in the Federal Reserve or National Guard shall be permitted to serve required reserve training duty without loss of salary for a period not to exceed ninety (90) days. Said reserve duty time shall not be charged as vacation or personal leave.

D. Other Leave

1. Absences during any one work year for the following reasons, which are not chargeable against an Employee's accumulated sick leave, shall be allowed with full pay, except as otherwise provided, and subject to the limitations set forth in this Article:
  - a. Quarantine. Absence of an Employee from school on account of being quarantined by a Board of Health because of the contagious illness of a third person.
  - b. Jury Duty. Required absence of an Employee by reason of required jury duty, except that an Employee serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty.
  - c. Legal Proceedings. Required absence of an Employee by reason of any legal process for which the Employee's attendance is required as a result of the Employee's status as an employee of the Board provided, however, that no salary shall be paid to an Employee for time spent in Court, or before an administrative agency, or in connection with any legal proceeding in any case involving action instituted by an Employee against the Board; and further provided that time spent in Court, or before an Administrative agency, or in connection with any legal proceeding, in any case instituted by an Employee against the Board, shall be without pay.

An Employee shall file with the Superintendent's designee, the Assistant Superintendent for Administrative Services, through the Principal's office, a copy of the subpoena or other appropriate evidence of any legal process or proceeding for which the Employee's attendance is required as a result of the Employee's status as an employee of the Board.

- d. Serious Illness or Injury in Immediate Family  
For no more than a total of five (5) work days per year, serious illness or injury to a member of the Employee's immediate family, i.e., husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner as defined by NJSA 26:8A-10, or any other relative, provided such other relative lives within the Employee's immediate household. Within five (5) work days after the Employee's returning to work, the Employee shall file with the Superintendent a physician's certificate or sufficient explanation

showing that the absence was for said reason. Unsubstantiated absences shall result in full deduction of pay.

- e. Death in Immediate Family. For no more than a total of five (5) work days per work year for death in the Employee's immediate family, as previously defined in this Article and which for purposes of Section (e) shall also include grandchildren.
- f. Death of Friend or Relative. For no more than one (1) work day per work year for death of a friend or of a relative outside of the Employee's immediate family.

E. Personal Leave

- 1. An Employee's absence from work for personal or business reasons when not in excess of a total of three (3) work days during the work year for those with less than twenty (20) years of service in Tenafly, or a total of four (4) work days during the work year for those with twenty (20) or more years of service in Tenafly shall be granted without loss of pay.
- 2. An Employee's reason for such leave shall be stated in writing in advance to the building Principal except when extenuating circumstances do not permit advance notification.
- 3. The exact reason shall be stated unless the reason is considered very personal to the Employee, in which case the word "Personal" may be used.
- 4. Additional days, beyond those days allowed, may be granted at the discretion of the Superintendent. Any such additional personal leave granted at the discretion of the Superintendent shall be with full pay.
- 5. Personal day requests for the day immediately preceding or immediately following a vacation or school holiday will be considered only under exceptional circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools.
- 6. Personal days shall not be used on any days that school is rescheduled to make up an emergency closing if the personal days are used for vacation purposes.

F. Leave Without Pay

- 1. The Board may, in its discretion, upon recommendation of the Superintendent, grant a leave of absence without pay to any Employee for a period of up to one (1) year for good and sufficient reason. Application

for such leave shall be made to the Superintendent on or before November 15 of the work year preceding the year for which the leave is being sought. Exceptions, in the case of applications made after November 15 of said work year, may be made at the discretion of the Superintendent in cases of emergency.

2. An Employee on leave without pay shall report to the Superintendent on or before April 1 of the year of leave his or her intention to return to duty at the start of the following year. The Board shall have the right to transfer or reassign any Employee, upon reinstatement, within such Employee's job classification as though such Employee had remained at all times in active service.
3. During such leave, an Employee shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

## ARTICLE XV

### CREDIT UNION AND TAX SHELTERED ANNUITY

The Board agrees to make payroll deductions for the Paragon Federal Credit Union, Prudential Insurance Company of America Tax Deferred Annuity Plan deposits, or any other annuity as may be defined by NJSA 17B:17-5, as may be requested by employees and agreed upon by the Board, and deposit those funds in such manner as may be prescribed by law.

## ARTICLE XVI

### EVALUATIONS

#### A. Procedure

1. Each non-tenured employee shall receive a written evaluation twice a year by his/her immediate supervisor. Each tenured employee shall be evaluated once a year.
2. Evaluation forms and criteria shall be prepared by the Superintendent after consultation with the Association.
3. The employee shall be given the written evaluation at least five (5) days prior to a conference between the employee and his/her immediate supervisor.
4. If the employee and immediate supervisor agree on additions, deletions and/or corrections, the form shall be rewritten to reflect same.
5. The employee shall have five (5) days after the conference to prepare a written response to the evaluation if he/she so desires. Such written response shall be attached to, and noted upon, the evaluation form.
6. The evaluation process for tenured employees shall be completed by June 15.

#### B. Criteria for Evaluation of Job Performance

1. Quality of Work
2. Attitude Toward Position
3. Cooperativeness
4. Appearance
5. Personality
6. Courtesy
7. Dependability
8. Judgement and Common Sense
9. Initiative
10. Job Knowledge

a. Quality of Work

The employee gives evidence of doing all work neatly, accurately, thoroughly and rapidly.

b. Attitude Toward Position

The employee has a record of regular and punctual attendance. She displays a desire to learn to improve in service, and an ability to take and execute orders.

c. Cooperativeness

The employee gives evidence of being willing to help associates and others, to get along well with associates and others, and being willing to take suggestions.

d. Appearance

The employee is neat in dress and person, and makes a pleasant impression on visitors.

e. Personality

The clerical/secretarial employee is usually the first point of contact with the students, teachers, visitors and the general public -- both in the office and over the telephone. A cheerful personality combined with pleasant speech and mannerisms is essential.

The image of the school is often determined by the impression made by the office personnel.

f. Courtesy

It is axiomatic that the employee must be courteous to superiors, co-workers, pupils, teachers and the general public.

g. Dependability

This involves not only loyalty and honesty, but also discretion in discussing school matters with those outside the school. It is also necessary that the employee be industrious and reliable, even when her superior is absent from the office.

h. Judgment and Common Sense

Many times a decision can be made in an emergency which will prevent an issue from becoming a crisis later on. Common sense must be exercised.

i. Initiative

The degree to which the employee performs necessary duties without undue supervision or detailed instructions indicates in a great measure her value to her superior.

j. Job Knowledge

The employee must know not only all about her own job, but to some degree the responsibilities in other jobs, so that a transfer may be made, if necessary or desirable.

## ARTICLE XVII

### HEALTH BENEFITS AND INSURANCE

A. Health Insurance

The Board shall, pursuant to appropriate rules and regulations relating to the State Health Benefits Program, pay one hundred (100%) percent of the cost of the State Health Benefits Plan (which shall include Blue Cross, Blue Shield, and Major Medical), and one hundred (100) percent of the cost of a dental plan for those staff members herein covered who receive a salary or wages for a minimum of twenty (20) in-school work day hours per week, and for the spouses and dependent children of such staff members.

B. Eligibility

In order to be eligible for insurance benefits, a staff member must be appointed for a minimum of a .5 contract. A .5 contract shall be defined as a workload which is one-half (1/2) the time and responsibility required of a Secretary/Clerk at that level who is appointed to a full-time contract. Coverage shall include spouses and dependent children.

ARTICLE XVIII

REPRESENTATION FEE

A. Purpose of Fee

If a Secretary/Clerk 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 Secretary/Clerk will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fee and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any Secretary/Clerk who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B 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 Secretary/Clerk during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Secretary/Clerk begins his or her employment in a bargaining unit position.

D. Termination of Employment

If a Secretary/Clerk who is required to pay a representation fee terminates his or 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 from the last paycheck paid to the Secretary/Clerk during the membership year in question and promptly forward same to the Association.

E. 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.

ARTICLE XIX

REIMBURSEMENT FOR USE OF AUTOMOBILES

Ten (10) or twelve (12) month Secretarial/Clerical employees required by an administrator to travel between buildings on school business during the normal working day will be reimbursed for the use of automobiles at the rate currently paid by the Board of Education.

## ARTICLE XX

### SENIORITY

- A. Tenured secretaries and clerks shall be entitled to seniority in the case of a reduction in force. The decision to reduce the number of secretarial or clerical employees shall remain exclusively with the Board.
- B. Seniority shall be defined as continuous employment within a specific job category (Category I, II or III), or within a category below the category in which the employee currently serves. Employees making a seniority claim must possess the requisite job skill and qualifications as determined by the supervisor in order to be eligible for the position being claimed.
- C. An employee who bumps into a lower category based upon seniority shall be placed at the appropriate step of the salary guide for the lower category.
- D. Laid off employees shall be on a recall list and shall be recalled in the order of seniority provided the employee has the requisite skills and qualifications to perform the position being claimed as determined by the supervisor.
- E. Laid off employees shall remain on the recall list unless or until such time as they refuse a position to return to work. Such refusal shall remove the individual from said list for the position in the offered category and any lesser category.
- F. Seniority shall not be accumulated during the period of layoff. When an employee is recalled to work, that employee shall be restored to the appropriate step of the salary scale receiving credit for time actually served in Tenafly. All accumulated sick leave and other benefits earned by the employee at the time of layoff shall also be restored in their entirety.

ARTICLE XXI  
CONSTRUCTION

A.           Headings

Headings are to be for convenient references.

B.           Severability

If any section or clause is ruled invalid or inapplicable, or in conflict with law, other portions of the Agreement are not affected, and are to continue in force and effect.

ARTICLE XXII  
TERM OF AGREEMENT

The effective term of this Agreement shall be from July 1, 2004 to June 30, 2007.

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their respective Corporate seals affixed hereto, at Tenafly, New Jersey, on this 22nd day of June, 2004.

TENAFLY EDUCATION ASSOCIATION

TENAFLY BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Secretary

**SCHEDULE "A"**  
**SECRETARY SALARY GUIDES**

**SECRETARY 2004-05**

STEP	LEVEL I	LEVEL II	LEVEL III
1	28492	29074	32796
2	30470	31401	35355
3	32564	34192	37798
4	34657	36634	40239
5	36634	39076	41774
6	39471	43159	47016

**SECRETARY 2005-06**

STEP	LEVEL I	LEVEL II	LEVEL III
1	29584	30188	34052
2	31637	32603	36710
3	33812	35501	39245
4	35984	38037	41780
5	38037	40573	43374
6	40983	44812	48817

**SECRETARY 2006-07**

STEP	LEVEL I	LEVEL II	LEVEL III
1	30915	31546	35585
2	33061	34070	38362
3	35333	37099	41011
4	37603	39749	43660
5	39749	42399	45326
6	42827	46828	51014

**LONGEVITY JULY 1, 2004 THROUGH JUNE 30, 2007**

16-20 Years - \$275.00

21+ Years - \$450.00

**TENAFLY PUBLIC SCHOOLS**

**ACKNOWLEDGMENT FORM**

**LEVEL ONE - (Informal Building Level)**

**DATE**\_\_\_\_\_

**TIME**\_\_\_\_\_

The undersigned do hereby acknowledge that they orally discussed this date, at Level One - Step One of the Grievance Procedure set forth in the Agreement between the Tenafly Education Association and the Tenafly Board of Education, the grievance of the Aggrieved Person identified below concerning the following:

\_\_\_\_\_  
Signature of Aggrieved Person

\_\_\_\_\_  
Signature of appropriate  
Principal or Immediate Supervisor

- Original - to be retained by Principal or Immediate Supervisor
- One Copy - to the Superintendent
- One Copy - to the Aggrieved Person
- One Copy - to the TEA PR&R Committee Chairperson

TENAFLY PUBLIC SCHOOLS  
**GRIEVANCE FORM**

**LEVEL ONE - Step Two (Formal Building Level)**

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

POSITION \_\_\_\_\_ SUBMITTED TO \_\_\_\_\_

SCHOOL \_\_\_\_\_ LEVEL ONE-DISCUSSION DATE \_\_\_\_\_

LEVEL ONE-DEPOSITION DATE \_\_\_\_\_

DESCRIPTION OF GRIEVANCE: (Explain in narrative form all of the allegations of fact which gave rise to the grievance)

DATE OF THE OCCURRENCE OF THE EVENT OR ACTS WHICH GAVE RISE TO THE GRIEVANCE OR THE DATE ON WHICH THE AGGRIEVED PERSON KNEW OR WOULD BE REASONABLY EXPECTED TO KNOW OF SUCH:

CITATION OF CONTRACT PROVISION, BOARD POLICY OR PAST PRACTICE ALLEGED TO HAVE BEEN VIOLATED: (Cite the same with specificity, including the date of adoption)

RELIEF SOUGHT:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

DETERMINATION:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

- Original - to be retained by Principal
- One Copy - to the Superintendent
- One Copy - to the Aggrieved Person
- One Copy - to the TEA PR&R Committee Chairperson

**TENAFLY PUBLIC SCHOOLS  
GRIEVANCE FORM**

**LEVEL TWO (Superintendent's Level)**

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

POSITION \_\_\_\_\_ SUBMITTED TO \_\_\_\_\_

SCHOOL \_\_\_\_\_ LEVEL ONE-STEP TWO DISPOSITION DATE \_\_\_\_\_

ATTACH COPY OF COMPLETED LEVEL ONE FORM

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level One)

RELIEF SOUGHT:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

DETERMINATION:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

- Original - to be retained by Principal
- One Copy - to the Superintendent
- One Copy - to the Aggrieved Person
- One Copy - to the TEA PR&R Committee Chairperson

**TENAFLY PUBLIC SCHOOLS**

**GRIEVANCE FORM**

**LEVEL THREE (Board Level)**

This form is to be used for grievance processing in accordance with the Agreement between the Tenafly Education Association and Tenafly Board of Education. Where additional space is needed, addenda are to be used, attached hereto, signed and dated.

AGGRIEVED PERSON \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

POSITION \_\_\_\_\_ SUBMITTED TO \_\_\_\_\_

SCHOOL \_\_\_\_\_ LEVEL TWO DISPOSITION DATE \_\_\_\_\_

ATTACH COPY OF COMPLETED LEVEL ONE AND LEVEL TWO FORMS

REASON FOR APPEAL: (Explain in narrative form the reason(s) the grievant disagrees with the decision at Level Two)

RELIEF SOUGHT:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

DETERMINATION:

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

All copies of this form are to remain intact until a determination has been made. Distribution of copies shall then be made as follows:

- Original - to be retained by Principal
- One Copy - to the Superintendent
- One Copy - to the Aggrieved Person
- One Copy - to the TEA PR&R Committee