

Old Tappan Borough Bd. of Education.

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

1988-1991

PREPARED BY:

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* July 1, 1988 - June 30, 1991

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BOROUGH OF OLD TAPPAN, NEW JERSEY
AND THE
OLD TAPPAN TEACHERS ASSOCIATION

SCHOOL YEARS: 1988-1991

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

NOW, THEREFORE, WITNESSETH: THIS AGREEMENT ENTERED
into this 14th day of MARCH , 1988, 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 TEACHERS ASSOCIATION (hereinafter called the
ASSOCIATION).

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.

2. The Liaison Committee of the ASSOCIATION and the BOARD will arrange and establish a schedule of negotiations by such date as is required by law.

3. Negotiations shall commence no later than fifteen (15) days after said schedule has been arranged and established as aforesaid.

4. The ASSOCIATION shall present its proposal at least two weeks before the first scheduled meeting date set for negotiations, and the BOARD shall reply to the same at least one week before said scheduled meeting date.

5. Any agreement so negotiated, shall be reduced to writing and shall be presented to the BOARD and the ASSOCIATION for their respective adoptions.

ARTICLE III

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

1. The BOARD will provide tuition assistance to all full-time tenure teachers entitling them to receive a partial tuition refund for prior approved and successfully completed courses for the period from July 1, 1988 through June 30, 1991, based upon the following guidelines and requirements:

(a) The calendar limitations above mentioned refer to the time of taking the course and/or obtaining tenure, rather than the date of tuition refund.

(b) Tuition refunds shall be limited to fifty (50%) per cent of the tuition costs paid by the eligible teacher with a maximum reimbursement of \$450.00 per year for the following periods, to wit: July 1, 1988 through June 30, 1991.

(c) All courses and/or programs of study must be approved in advance, by the administration and the BOARD, in writing.

(d) The official transcript and the receipt for tuition must be received by the BOARD before refund is granted.

(e) The BOARD will provide partial tuition refund

(as defined in Article III) to all full-time teachers for courses required as part of a prior-approved program or for prior-approved individual courses.

2. All part-time tenure 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 \$450.00.

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

REIMBURSABLE 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 therefor, 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 covered by the Agreement is as set forth in Schedule "A" for the School Year 1988-1989, in Schedule "B" for the School Year 1989-1990, and in Schedule "C" for the School Year 1990-1991.

(b) During the School Year 1988-1989, any teacher who is not already receiving a longevity payment and who has completed twenty-five (25) years of full-time service in this School District shall be entitled to a longevity annual payment of \$500.00.

(c) During the School Years 1989-1991, any teacher who is not already receiving a longevity payment and who has completed twenty (20) years of full-time service in this School District shall be entitled to a longevity annual payment of \$500.00.

(d) Annexed hereto as Schedule "D" is the "Index Ratio" guide upon which the 1988-1991 salary guides were computed.

2. No increment or salary increase shall be automatic. The personnel covered hereby shall only be entitled

to the increases and increments provided in Schedule "A" and/or Schedule "B" and/or Schedule "C" as applicable, and/or as provided in Paragraph 1 above (which Schedules "A," "B" and "C" 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 therefor. All credits leading to lateral movement on a Salary Guide must be graduate credits and approved by the Superintendent of Schools and the BOARD. Satisfactory notice, in writing, of the intention to acquire the necessary credits leading to lateral movement on the salary guide for the following semester must be submitted to the Superintendent of Schools on or before March 15th to be effective the following September 1st, and on or before June 15th to be effective for the following February 1st.

3. All members of the professional staff who are employed by the BOARD of Education during the summer months in a teaching capacity, in programs funded to the extent of fifty-one (51%) per cent or more from the local district budget, shall be paid therefor at the rate of ten (10%) per cent of their annual base pay pro-rated for the amount of summer time employed.

4. Summer teaching positions in programs funded to the extent of fifty (50%) per cent 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.

5. Educationally related summer position salaries shall be negotiated by the **BOARD** and the **ASSOCIATION**.

6. Summer positions not educationally related shall be at the discretion of the **BOARD** as they relate to the establishment, salary, and/or description.

7. It is the intention of Paragraphs 3 through 6, inclusive, that all such positions 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.

8. The **BOARD** reserves the right to select the candidate for all positions in the school system, which selection shall not be subject to review.

9. Each member of the professional staff shall

be entitled to receive from the **BOARD**, a separate contract for said summer work.

10. Attached hereto and made a part hereof as Schedule "E" is the schedule of payments for designated extra-curricular activities for the School Year 1988-1989.

11. Attached hereto and made a part hereof as Schedule "F" is the schedule of payments for designated extra-curricular activities for the School Year 1989-1990.

12. Attached hereto and made a part hereof as Schedule "G" is the schedule of payments for designated extra-curricular activities for the School Year 1990-1991.

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 is not intended to be abused.

2. The immediate family includes the following: Mother, Mother-in-law, Father, Father-in-law, Husband, Wife, Sister, Brother, Son, Daughter, Grandmother, Grandfather.

3. The Superintendent of Schools, within his sole discretion, may grant additional personal days without penalty, and a denial of which, shall be subject to review, by written application to the **BOARD** of Education within ninety (90) days of such denial. A denial by the **BOARD** of Education, however, is not subject to review.

4. Each full-time teacher or nurse covered under this Agreement shall be entitled to thirteen (13) days absence

for sickness only, ten (10) days of which shall be cumulative. Included in the thirteen (13) days aforementioned are the ten (10) days provided by the Revised Statute 18A:30-1. Each person covered by this paragraph shall first use the three (3) non-cumulative days to which each is entitled each year as provided herein (e.g., the first three (3) days of sick leave will not be charged against the ten (10) cumulative days).

5. All part-time teachers or nurses shall be entitled to their pro-rata share of the three (3) non-cumulative sick days rounded to the nearest whole number.

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 teacher 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.

2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible teacher, 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 (100) 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 \$1,000.00.

(b) For at least 176 accrued and approved sick leave days, and up to 200 days, the sum of \$2,000.00.

(c) For at least 201 accrued and approved sick leave days, and up to 225 days, the sum of \$3,750.00.

(d) For 226 or more accrued and approved sick leave days, the sum of \$4,000.00.

4. It is the clear intent of this Article that the maximum payment shall, in any event, be \$4,000.00 per individual teacher.

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. The BOARD shall provide and maintain full coverage for each eligible employee, Major Medical, Blue Cross, Blue Shield and Rider "J" health insurance coverage with the New Jersey Health Benefits Program, its successors and/or assigns. The effective date of said coverage for new employees shall be November first (1st), or such earlier date as may be arranged by the BOARD with the New Jersey Health Benefits Program.

2. The BOARD shall provide and pay for one hundred (100%) per cent of the applicable increased costs of the premiums toward the purchase of a family plan coverage with the same carrier who provides the coverage for the employees in the preceding paragraph provided, however, that no employees shall be entitled to receive the benefit of any payment by the BOARD for its health insurance premiums as it relates to family coverage if the said employee is within the coverage of any similar plan held by some other individual and that employee can voluntarily withdraw his or her inclusion from such plan.

3. (a) No health insurance coverage as mentioned

herein, shall be provided and/or maintained by the **BOARD** for part-time employees whose employment contract and/or engagement, if tenured, for each applicable year, indicates that they are employed for a total of less than fifteen (15) hours per week as stated in said employment contract.

(b) For those part-time employees covered hereunder, who are not eligible for inclusion in the New Jersey Health Benefits Program aforementioned, as determined by the New Jersey Health Benefits' rules and/or regulations, and whose employment contract indicates that they are employed for at least sixteen (16) hours per week for the School Years 1988-1991 (.5 of a full-time teacher's weekly contract time), but less than twenty (20) hours per week for the School Year 1988-1991 (.62 of a full-time teacher's weekly contract time), the **BOARD** will pay to those part-time employees, (a pro rata reimbursement in lieu of actual health insurance coverage), a sum equal to a percentage of the cost of the New Jersey Health Benefits Program. The percentage aforementioned shall be determined by making the numerator the total weekly contract hours, and as set forth in the teachers employment contract, over the denominator which is the total weekly hours worked by a full-time teacher employed by this **BOARD**. The reimbursement aforementioned may be used by the part-time teacher toward

the cost of his or her own health insurance coverage.

4. The **BOARD** agrees, when requested in writing by a teacher, (the teachers covered hereby, do by this Agreement, grant and/or give the **BOARD** the right and/or power to make any pay-roll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said teacher's pay, the cost of any other forms of insurance arranged by the teachers, such as family coverage for 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. For the school years covered herein, the **BOARD** agrees to pay toward the total costs of a teaching staff member only dental plan, to wit: New Jersey Dental Service Plan, Inc., its successors and/or assigns, the maximum sum set forth below. It is the intention that the aforementioned annual sums shall cover the entire cost of the aforementioned plan on the part of the **BOARD**, covering as a group all eligible,

professional staff members, in the plan as selected by the ASSOCIATION, which plan may cover individual staff members and/or his (her) immediate, eligible (by the plan) family members.

The BOARD'S contribution, during the terms of this contract, shall be the cost of said plan for the applicable school year, but, in no event, shall said annual cost to the BOARD exceed the sum set forth for each school year, as follows:

1988-1989.\$15,200.00
1989-1990.\$20,200.00
1990-1991.\$25,200.00

Any additional sums that may be necessary to fund the annual plan premiums in excess of the BOARD'S contribution aforementioned shall be paid by the eligible professional staff members covered therein and/or thereby as more particularly stated in Paragraph 4, above.

Administration, that is, 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

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be submitted on a direct basis between the individual employee
and the dental carrier.

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ARTICLE IX

JOB VACANCIES AND PROMOTIONS

1. 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.

2. Such notices shall describe such vacancy position 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 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) school 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.

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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 April 30th of each year, in accordance with 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) 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 lunch time 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 De Wolf

School, or those whose major assignment is in the Charles De Wolf School, will be entitled to a duty free lunch period of thirty (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 shall be determined by this **BOARD** for each interval of monitoring.

3. Commencing with the School Year 1988, staff members assigned to the Charles De Wolf School, or those whose major assignment is in the Charles De Wolf School, will be released at 3:00 P.M., while those staff members assigned to the T. Baldwin Demarest School will be released at 3:15 P.M.

4. All 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 approved, in writing, alternate schedule.

5. All staff members assigned to the Charles De Wolf School, or those whose major assignment is in the Charles De Wolf School, shall be present and sign in by 8:10 A.M. daily, unless they are following approved, in writing,

alternate schedule.

6. The released time for Charles De Wolf School and T. Baldwin Demarest School staff members mentioned in Item 3 above, may be extended for general staff meetings and/or special grade level or emergency meetings as mentioned in the Teachers' Handbook.

7. The BOARD agrees to provide members of the professional staff with an accounting of all accumulated sick leave.

8. (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 De Wolf School, or those whose major assignment is in the Charles De Wolf School, shall have at least one (1) preparation period per day, while all full-time teachers at the T. Baldwin Demarest School shall have six (6) preparation periods per week.

9. 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:

(a) For the School Year 1988-1989, the sum of \$35.00 per session.

(b) For the School Year 1989-1990, the sum of \$37.00 per session.

(c) For the School Year 1990-1991, the sum of \$40.00 per session.

10. Commencing with the School Year 1986-1987, the required work day of all professional staff members assigned to the Charles De Wolf School was extended for an additional fifteen (15) minutes per day, while all professional staff members assigned to the T. Baldwin Demarest School was increased ten (10) minutes per day student contact time, which time was (and shall be hereunder) subtracted from the latter's former lunch period as stated herein and/or in Article X, Paragraph 2 of the contract for the School Years 1986-1988.

11. (a). Commencing with the School Year 1987-1988,

there has been implemented an eight (8) period day for the Charles De Wolf 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 contract for the School years 1986-1988.

(b) Professional teachers at the Charles De Wolf School shall be assigned a teaching schedule consisting of thirty-two (32) periods per week, without qualifications. All such assignments shall be strictly at the discretion of the Chief Administrator of the District.

12. 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.

13. 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.

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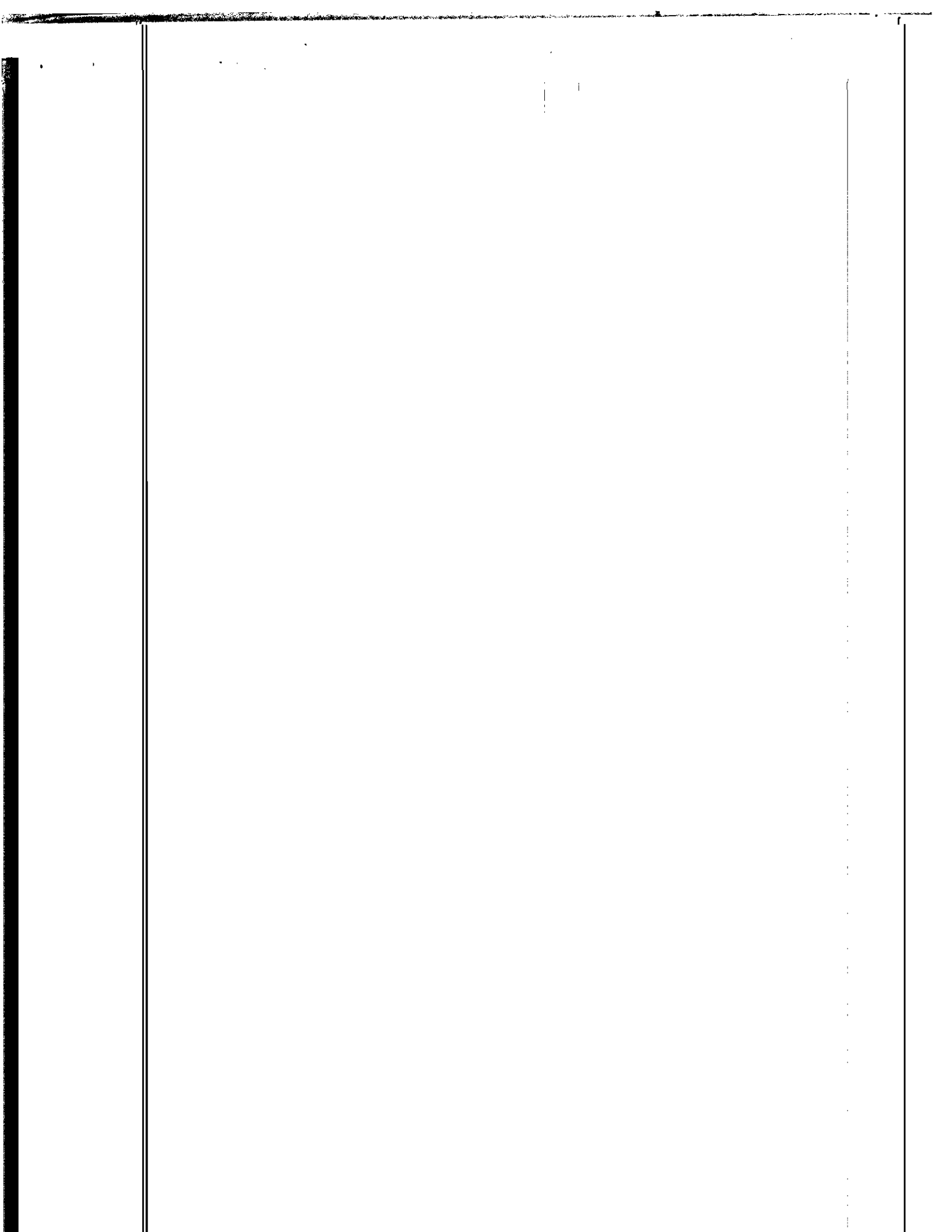
ARTICLE XI
BOARD RIGHTS

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 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 or under any laws of the State of New Jersey, the United States and the constitution 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 meeting within the school building.

ARTICLE XIV

GRIEVANCE PROCEDURE

1. Any individual member or members of the staff shall have the right to appeal grievances affecting him or her through administrative channels as set forth in this Article and/or as otherwise provided by law.

1. Definition:

A. The term "grievance" shall mean an alleged violation, misinterpretation or misapplication of this Agreement or of BOARD policy or administrative decisions rendered thereunder. BOARD policies and administrative decisions which do not affect the terms and/or conditions of employment shall not be considered to be within the definition of the term "Grievance" as used herein. However, the term "Grievance" and the procedures stated herein shall not apply to any matter in which:

(a) A method of review and/or legal remedy is prescribed by law and/or State Board Rules and/or Regulations and/or the New Jersey Administrative Code, having the force and effect of law or judicial decision, or

(b) The BOARD of Education is without authority to act, or

(c) A complaint that relates to the non-renewal, termination or notice thereof, of any non-tenure employee's contract, or

(d) Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (N.J.S. 18A:6-10, et seq.) or

(e) The withholding of an increment to salaries pursuant to N.J.S. 18A:29-14.

The term "employee" as used in this definition, shall mean also a group of employees having the same grievance.

B. Representative: The term "Representative shall mean:

1. As to an Employee: A member or group of members of the **OLD TAPPAN TEACHERS ASSOCIATION**, or an attorney designated in writing by the individual or by the **OLD TAPPAN TEACHERS ASSOCIATION**, as the case may be, or a representative or an attorney from the New Jersey Education Association.

2. As to the **BOARD**: A member of the **BOARD**, the Superintendent, a member of the administration, or an attorney designated by the **BOARD** in writing. The **ASSOCIATION** shall have the right not to name a representative, but, in that event, the employee may name a representative. The **BOARD** and the **ASSOCIATION** shall have the right to change such representative at any level but not during the pendency of a decision at any given level. Such change shall be made by notice in writing.

C. Immediate Superior: The term "Immediate Superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of organization prevailing in this School District. If no such chart is furnished, then it is any person reasonably believed by the employee to be his immediate superior.

D. Superintendent. The term "Superintendent" shall mean the person employed as the chief administrative officer of the School District, regardless of official title.

2. Purpose:

An individual employee or group shall have the right to present a grievance affecting him or it. With respect to her personal grievance, he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance. He shall have the right to present his own grievance or to request a representative of his own choice, or the ASSOCIATION may appoint a representative. The employee has the right to have a representative appear with him commencing with Level Three and all subsequent levels of the Grievance Procedure.

3. Procedural Steps:

Level One (the informal level)

An employee who has a grievance is to discuss it first with his principal or immediate superior, if this is not the principal, in an attempt to resolve the matter informally within fifteen (15) school days of the date of the occurrence causing the alleged grievance. If fifteen (15) school days do not remain in the current school year, the grievance shall be filed within twenty-one

(21) calendar days of the last day of school. If the immediate superior is not a principal, the principal should be notified of the grievance . A written decision by the principal or immediate superior shall be rendered within ten (10) days of said "informal" meeting.

Level Two

If the grievance is not settled at the informal level, the matter may be referred to the Professional Rights and Responsibility Committee of the OLD TAPPAN TEACHERS ASSOCIATION for consideration. This committee will make a determination as to whether or not the grievance shall be processed by the ASSOCIATION, and, if in the affirmative, the ASSOCIATION shall appoint a representative. If in the negative, the ASSOCIATION shall decline to appoint a representative.

Level Three

Within fifteen (15) school days, the employee, or the ASSOCIATION, on behalf of the employee, may appeal the decision made at level One to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and shall set

forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal, shall conduct a closed hearing with the concerned parties and the representative, if any, and, upon request, with the employee or Principal separately. The Superintendent shall communicate his decision in writing, with the reasons therefor, to the employee and the Principal within fifteen (15) school days from the original notice of appeal.

Level Four

If the grievance has not been resolved to the employee's satisfaction, he may file, in writing, a Notice of Appeal to the BOARD OF EDUCATION by filing the same with the School Board Secretary within fifteen (15) school days from the date of the Superintendent's decision, or from the date last provided for such a decision, if a decision was not timely rendered. The Notice of Appeal shall set forth the grounds of the grievance and there should be appended thereto all related papers, documents and prior decisions. A copy of the Notice of Appeal shall be furnished to the Superintendent.

If the appellant, in his appeal to the BOARD, does not demand a private or a public hearing, the BOARD may consider the appeal on the written record submitted to it, or the BOARD may, on its own, conduct a public hearing; or it may request the submission of additional written material.

Where additional written materials are requested by the BOARD, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto.

Where the appellant demands in writing a hearing before the BOARD, a hearing shall be held.

The BOARD shall make a determination within thirty (30) school days (or within forty-five (45) days during the summer months) from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the Principal and the Superintendent of its determination and the reasons therefor.

This time period may be extended by mutual agreement of the parties.

All grievances in connection with BOARD policies in existence for more than five (5) years

shall terminate at Level Four hereof (BOARD Level), except where there is a change from past interpretation or past implementation of such policies.

Level Five

Any grievance supported by the OLD TAPPAN TEACHERS ASSOCIATION and not resolved to the satisfaction of the employee or the ASSOCIATION, after review by the BOARD OF EDUCATION, shall, at the request of the ASSOCIATION, be submitted to arbitration. A demand for such arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the BOARD. Failure to file within said time shall constitute a bar to such arbitration unless the aggrieved employee and the BOARD shall mutually agree upon a longer time period within which to assert such a demand. The BOARD and the ASSOCIATION shall attempt to agree upon a mutually acceptable arbitrator, which arbitrator shall be an Attorney at Law of the State of New Jersey. If the parties are unable to agree upon an arbitrator, they shall immediately and jointly request the Public Employment Relations Commission to appoint an arbitrator

who shall be an Attorney at Law of New Jersey .

In the event the said Commission shall be unable or unwilling to appoint an arbitrator, then a request shall be made to the American Arbitration Association to appoint an arbitrator who is an Attorney at Law of the State of New Jersey.

Any grievance relating to the provisions of Article XII hereof and which proceeds to Level Five, shall be heard only by an arbitrator who is an Attorney at Law of New Jersey.

The arbitrator shall confer with the representative of the BOARD and of the ASSOCIATION, and shall proceed with a hearing and submit a written report in the shortest possible time, setting forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law. He shall render his findings and recommendations consistent with the terms of this agreement. The recommendations shall be binding on the parties.

In the event of arbitration, the costs of

the arbitrator's service shall be shared equally by the appellant and the **BOARD**. If the appellant is represented by the **ASSOCIATION**, the **ASSOCIATION** will bear the expense for the appellant. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the costs of the arbitrator's services be borne by one party if, in his judgment, that party unnecessarily created the need for the arbitration, or did so for the purpose of delay, or which party's contentions are deemed by him to have been unreasonable and a sham.

Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.

In the event a grievance should be filed by

any employee who is not subject to the jurisdiction of any Principal, or who may be answerable to more than one Principal, such employee shall initiate his grievance with his immediate superior.

In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the BOARD within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) school days of the time when the same have been brought to the employee's attention, by filing with the Secretary of the BOARD, a writing setting forth:

- (a) The order, ruling or determination complained of,
- (b) The basis of the complaint,
- (c) A request for hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

The **ASSOCIATION** shall have the right to be present by a representative at any hearing above the informal level, and to make its views known.

It is understood that neither the aggrieved party nor the Principal and/or the Superintendent of Schools shall have a right to have counsel at any appearance by the aggrieved party before either the Principal and/or the Superintendent of Schools at the informal level in order that the grievance requested at this level would be non-adversary in nature. It is, however, understood that the aggrieved party may appear at the informal level before the Principal and Superintendent of Schools with any member or members of the Old Tappan Teachers **ASSOCIATION** Committee having jurisdiction over grievances.

Until a grievance is fully resolved to the satisfaction of all parties, all employees, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators, regardless of the pendency of any grievance, until such grievance is duly determined and the **BOARD** agrees not to harass nor discriminate against

the appellant because of his having filed a grievance.

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 therefor within ten (10) school days of the notice.

The conduct of the said hearing shall be 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.

If the arbitrator failed to make a recommendation acceptable to both parties within fifteen (15) school days after the hearing of the same, the aggrieved party shall pursue his and/or her rights

and remedies afforded by the law in such case made and provided, if any.

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:

Eileen R. Lendick
EILEEN R. LENDICK,
Secretary

By Ernest A. Gianetti
ERNEST A. GIANETTI
President

OLD TAPPAN TEACHERS
ASSOCIATION

ATTEST:

Kerry Beckmann
Secretary

By Patrice Roberts
PATRICE ROBERTS
President

XX-7

Handwritten initials

SCHEDULE "A"
TEACHERS SALARY GUIDE
FOR THE SCHOOL YEAR
1988-1989

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1.	\$20,955.	\$22,003.	\$23,051.	\$27,661.	\$28,708.	\$29,756.
2.	22,003.	23,051.	24,098.	28,708.	29,756.	30,804.
3.	23,051.	24,098.	25,146.	29,756.	30,804.	31,852.
4.	24,517.	25,565.	26,613.	31,223.	32,271.	33,318.
5.	25,565.	26,613.	27,661.	32,271.	33,318.	34,366.
6.	26,613.	27,661.	28,708.	33,318.	34,366.	35,414.
7.	27,661.	28,708.	29,756.	34,366.	35,414.	36,462.
8.	28,708.	29,756.	30,804.	35,414.	36,462.	37,509.
9.	29,756.	30,804.	31,852.	36,462.	37,509.	38,557.
10.	30,804.	31,852.	32,899.	37,509.	38,557.	39,605.
11.	31,852.	32,899.	33,947.	38,557.	39,605.	40,653.
12.	32,899.	33,947.	34,995.	39,605.	40,653.	41,700.
13.	33,947.	34,995.	36,043.	40,653.	41,700.	42,748.
14.	34,995.	36,043.	37,090.	41,700.	42,748.	43,796.
15.	36,462.	37,509.	38,557.	43,167.	44,215.	45,263.
16.	---	---	39,605.	44,215.	45,263.	46,311.
17.	---	---	---	---	---	47,568.

Those staff members who were at the BA+30 level as of July 1, 1986, will be paid for the School Year 1988-1989, \$40,862.

N.B. Applicable to all Salary Guides:

1. All credits leading to higher steps on the Salary Guide must be approved graduate credits.
2. Personal days without penalty at the discretion of of the Superintendent.
3. Increases are not automatic. Recommendation of the administration and approval by the BOARD must be given in every individual instance.

SCHEDULE "B"

TEACHERS SALARY GUIDE

FOR THE SCHOOL YEAR

1989-1990

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1.	\$22,631.	\$23,763.	\$24,894.	\$29,873.	\$31,004.	\$32,136.
2.	23,763.	24,894.	26,026.	31,004.	32,136.	33,268.
3.	24,894.	26,026.	27,157.	32,136.	33,268.	34,399.
4.	26,478.	27,610.	28,741.	33,720.	34,852.	35,983.
5.	27,610.	28,741.	29,873.	34,852.	35,983.	37,115.
6.	28,741.	29,873.	31,004.	35,983.	37,115.	38,246.
7.	29,873.	31,004.	32,136.	37,115.	38,246.	39,378.
8.	31,004.	32,136.	33,268.	38,246.	39,378.	40,509.
9.	32,136.	33,268.	34,399.	39,378.	40,509.	41,641.
10.	33,268.	34,399.	35,531.	40,509.	41,641.	42,733.
11.	34,399.	35,531.	36,662.	41,641.	42,773.	43,904.
12.	35,531.	36,662.	37,794.	42,773.	43,904.	45,036.
13.	36,662.	37,794.	38,925.	43,904.	45,036.	46,167.
14.	37,794.	38,925.	40,057.	45,036.	46,167.	47,299.
15.	39,378.	40,509.	41,641.	46,620.	47,751.	48,883.
16.	---	---	42,773.	47,751.	48,883.	50,015.
17.	---	---	---	---	---	51,372.

Those staff members who were at the BA+30 level as of July 1, 1986, will be paid for the School Year 1989-1990, \$44,130.

N.B. Applicable to all Salary Guides:

1. All credits leading to higher steps on the Salary Guide must be approved graduate credits.
2. Personal days without penalty at the discretion of the Superintendent.
3. Increases are not automatic. Recommendation of the administration and approval by the BOARD must be given in every individual instance.

SCHEDULE "C"
TEACHERS SALARY GUIDE
FOR THE SCHOOL YEAR
1990-1991

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1.	\$24,441.	\$25,663.	\$26,885.	\$32,262.	\$33,484.	\$34,706.
2.	25,663.	26,885.	28,107.	33,484.	34,706.	35,928.
3.	26,885.	28,107.	29,329.	34,706.	35,928.	37,150.
4.	28,596.	29,818.	31,040.	36,417.	37,639.	38,861.
5.	29,818.	31,040.	32,262.	37,639.	38,861.	40,083.
6.	31,040.	32,262.	33,484.	38,861.	40,083.	41,305.
7.	32,262.	33,484.	34,706.	40,083.	41,305.	42,527.
8.	33,484.	34,706.	35,928.	41,305.	42,527.	43,749.
9.	34,706.	35,928.	37,150.	42,527.	43,749.	44,971.
10.	35,928.	37,150.	38,372.	43,749.	44,971.	46,193.
11.	37,150.	38,372.	39,594.	44,971.	46,193.	47,416.
12.	38,372.	39,594.	40,816.	46,193.	47,416.	48,638.
13.	39,594.	40,816.	42,039.	47,416.	48,638.	49,860.
14.	40,816.	42,039.	43,261.	48,638.	49,860.	51,082.
15.	42,527.	43,749.	44,971.	50,348.	51,571.	52,793.
16.	---	---	46,193.	51,571.	52,793.	54,015.
17.	---	---	---	---	---	55,481.

Those staff members who were at the BA+30 level as of July 1, 1986, will be paid for the School Year 1990-1991, \$47,660.

N.B. Applicable to all Salary Guides:

1. All credits leading to higher steps on the Salary Guide must be approved graduate credits.
2. Personal days without penalty at the discretion of the Superintendent.
3. Increases are not automatic. Recommendation of the administration and approval by the **BOARD** must be given in every individual instance.

SCHEDULE "D"

TEACHERS SALARY INDEX RATIO GUIDE

1988-1991

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1.	1.00	1.05	1.10	1.32	1.37	1.42
2.	1.05	1.10	1.15	1.37	1.42	1.47
3.	1.10	1.15	1.20	1.42	1.47	1.52
4.	1.17	1.22	1.27	1.49	1.54	1.59
5.	1.22	1.27	1.32	1.54	1.59	1.64
6.	1.27	1.32	1.37	1.59	1.64	1.69
7.	1.32	1.37	1.42	1.64	1.69	1.74
8.	1.37	1.42	1.47	1.69	1.74	1.79
9.	1.42	1.47	1.52	1.74	1.79	1.84
10.	1.47	1.52	1.57	1.79	1.84	1.89
11.	1.52	1.57	1.62	1.84	1.89	1.94
12.	1.57	1.62	1.67	1.89	1.94	1.99
13.	1.62	1.67	1.72	1.94	1.99	2.04
14.	1.67	1.72	1.77	1.99	2.04	2.09
15.	1.74	1.79	1.84	2.06	2.11	2.16
16.	--	--	1.89	2.11	2.16	2.21
17.	--	--	--	--	--	2.27

SCHEDULE "E"

SCHEDULE OF ANNUAL PAYMENT FOR
DESIGNATED EXTRA - CURRICULAR ACTIVITIES
FOR THE SCHOOL YEAR 1988-1989

Interscholastic Coaches	\$1100.00
Assistant Coaches	550.00
Intramural Coaches	400.00
Cheerleading Coach	500.00

SCHEDULE "F"

SCHEDULE OF ANNUAL PAYMENT FOR
DESIGNATED EXTRA - CURRICULAR ACTIVITIES
FOR THE SCHOOL YEAR 1989-1990

Interscholastic Coaches	\$1,150.00
Assistant Coaches	600.00
Intramural Coaches	450.00
Cheerleading Coach	550.00

SCHEDULE "G"

SCHEDULE OF ANNUAL PAYMENT FOR
DESIGNATED EXTRA - CURRICULAR ACTIVITIES
FOR THE SCHOOL YEAR 1990-1991

Interscholastic Coaches	\$1,250.00
Assistant Coaches	700.00
Intramural Coaches	550.00
Cheerleading Coach	650.00

SCHEDULE "G"

SCHEDULE OF ANNUAL PAYMENT FOR
DESIGNATED EXTRA - CURRICULAR ACTIVITIES
FOR THE SCHOOL YEAR 1990-1991

Interscholastic Coaches	\$1,250.00
Assistant Coaches	700.00
Intramural Coaches	550.00
Cheerleading Coach	650.00

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

AND

THE OLD TAPPAN
TEACHERS ASSOCIATION

1988-1991

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