

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

**COMMENCING JULY 1, 2015,
AND ENDING JUNE 30, 2018, INCLUSIVE**

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PREAMBLE

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

NOW, THEREFORE, WITNESSETH:

THIS AGREEMENT ENTERED into, nunc pro tunc, this date of MARCH 17 2016, 2016, by and between the **BOARD OF EDUCATION** of the Borough of Old Tappan, Bergen County, New Jersey (hereinafter called the **BOARD**) and the **OLD TAPPAN EDUCATION ASSOCIATION** (hereinafter called the **ASSOCIATION**).

This document is a three (3) year Agreement, pursuant to Revised Statute 18A:29-4.1 et seq., commencing on July 1, 2015 and ending at midnight on June 30, 2018.



Section 1
Applies to All Recognized Employees

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ARTICLE I

RECOGNITION

1. The **BOARD** hereby recognizes the **ASSOCIATION** as the exclusive representative to act as the collective negotiating and bargaining agent for:

a. Professional members of the staff, that is, the teachers and nurses, (hereinafter referred to as "Professional Staff Members")

b. Secretaries (hereinafter referred to as "Secretaries"), which include the following positions:

1. Elementary and Middle School Secretaries;

2. Child Study Team Secretaries;

3. Part-Time Secretary/Library Media Center Clerks

c. Maintenance Person (hereinafter referred to as "Maintenance Person")

d. Secretaries and Maintenance Person, together, are also known as "Support Staff".

concerning the terms and conditions of their employment.



ARTICLE II

NEGOTIATING PROCEDURE

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



Section 2
Applies to Professional Staff Members

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ARTICLE III

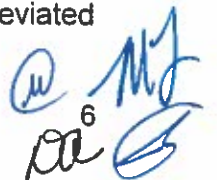
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. (a-1) Courses submitted for movement on the Salary Guide shall be limited to graduate courses offered in full semester programs except as per (a-2) and (a-3) below. Full semester programs are herein defined as graduate classes that meet regularly on a weekly basis for twelve (12) to fifteen (15) weeks in duration and/or three (3) or four (4) credit summer courses which meet regularly on a weekly basis for three (3) to four (4) weeks in duration and/or one (1) to two (2) credit summer courses that meet regularly for one (1) to two (2) weeks in duration, at fully accredited colleges as recognized by the New Jersey Department of Education.

(a-2) A maximum of ten (10) credits from abbreviated courses (i.e., less than full semester courses as defined in (a-1)) are eligible for movement on the guide annually. Lateral movement can be earned from courses that are comprised of 100% of approved abbreviated courses subject to the aforementioned annual limitations.

(a-3) Professional staff members shall be subject to the following limitations for salary guide movement:

- (i) Professional staff members are restricted to a maximum of ten (10) abbreviated credits (i.e., anything less than a full semester course) annually; and
- (ii) Professional staff members are further restricted to a maximum of six (6) on-line credits per school year on the salary guide (these six on-line credits count towards the abbreviated credit limit set forth in (i) above).
- (iii) Therefore, both of the above restrictions shall be in force at the same time; while a professional staff member may use up to ten (10) abbreviated



credits annually (up to a maximum of thirty (30) per three-year contract), a maximum of six (6) of those credits may be on-line credits (up to a maximum of eighteen (18) per three-year contract).

(iv) Abbreviated credits (exclusive of on-line credits) may be taken and "banked" for future use, but only during the length of this collective negotiations agreement. Therefore, a professional staff member who takes thirty (30) abbreviated credits in the first year of this collective negotiations agreement may be eligible to use up to ten (10) per year, while a professional staff member who takes the same number of credits in the third year of this collective negotiations agreement may only use ten (10) in that final year.

(v) On-line credits (unlike abbreviated credits) cannot be "banked" and later used for subsequent years.

(b) Only courses directly relating to the professional staff member's current assignment will be eligible for movement on the guide. The Superintendent has the sole discretion to determine whether a course directly relates to the current teaching assignment, which determination may be grieved only through Level Four of the contractual Grievance Procedure.

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



2. All salary guide movement shall be subject to both the requirements of this Agreement and any and all applicable laws, e.g., N.J.S.A. 18A:6-8.5.

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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 therefore, in writing, by the **BOARD**. Approval to attend conferences, workshops, seminars or courses shall not be construed as approval of attendant expenses.



ARTICLE V
COMPENSATION

1.

(a) The compensation, wages and/or salaries to be paid to all professional staff members covered by this Agreement is as set forth in Schedules A-1, A-2 and A-3, which Schedules are incorporated herein by reference as though set forth herein at length.

(b) During the term of the agreement, professional staff members hired prior to June 30, 1996 who have completed seventeen (17) years of full time service but less than twenty (20) years of service in the Old Tappan School District shall be entitled to a longevity annual payment as follows: **\$3,500**.

During the term of the agreement, professional staff members hired on or after July 1, 1996, with an earned Master's degree, MA plus 15 credits, MA plus 30 credits, or MA plus 45 credits who have completed seventeen (17) years of full time service but less than twenty (20) years of service in the Old Tappan School District shall be entitled to a longevity annual payment as follows: **\$3,500**.

(c) During the term of the agreement, any professional staff member who has completed twenty (20) years of full-time service but less than twenty-four (24) years of service in the Old Tappan School District shall be entitled to a total longevity annual payment as follows: **\$5,000**.

(d) During the term of the agreement, any professional staff member who has completed twenty-four (24) years of full-time service but less than twenty-eight (28) years of service in the Old Tappan School District shall be entitled to a total longevity annual payment as follows: **\$5,500**.

- (e) During the term of the agreement, any professional staff member who has completed twenty-eight (28) years of full-time service in the Old Tappan School District shall be entitled to a total longevity annual payment as follows: **\$6,000**.
- (f) All longevity payments mentioned in this Article shall not be cumulative.
- (g) Part-time and full-time **professional staff members** are entitled to receive longevity pay upon completion of each benchmark year, with payment effective beginning the following September.
- (h) Part-time **professional staff members** will earn longevity pay entitlements based on their years of continuous service in the same manner as described above for full time **professional staff members**. If a **professional staff member** experiences a break in service due to an involuntary reduction in force, each period of active employment will be included in the calculation of eligibility for longevity pay. An absence due to an approved leave of absence will not be considered a break in service for purposes of longevity pay.

Longevity pay for part-time **professional staff members** will be prorated based on the average number of hours the **professional staff member** worked during each year of employment, as a percentage of full time employment. This average will be calculated as the total number of regularly scheduled hours the part-time **professional staff member** worked over his/her entire employment by the **BOARD**, divided by the total number of years of employment. (For example, if the **professional staff member** worked .7 Full Time Equivalent for ten years and .5 Full Time Equivalent for ten years, then his/her longevity pay for 2015-2016 is calculated as $[(.7 * 10) + (.5 * 10)]/20 = (7+5)/20 = 12/20 = .60$. The employee would receive $.6 * \$5,000.00$ or \$3,000.00 longevity pay after twenty years of



service). The percentage of full time longevity pay to which each part-time professional staff member is eligible will be recalculated during each period of eligibility to allow for changes in hours and in the averages and will be adjusted accordingly.

2. Notwithstanding any other provisions of this Article, the **BOARD** shall provide a non-pensionable, one-time, longevity bonus, in the amount of \$700.00, for each professional staff member hired before July 1, 2009 who has completed twenty (20) years of active employment in the Old Tappan School District. The **BOARD's** payment shall be made on or about June 30th to each recognized employee of the **ASSOCIATION** upon completion of 20 years of active employment in the Old Tappan School District as of June 30th. Each year of active employment will be included in the calculation of eligibility for this longevity bonus. Any leave(s) of absence or breaks in service due to an involuntary reduction in force will be excluded from the calculation of eligibility for this longevity bonus.
3. For the 2015-2016 through 2017-2018 school years, salary guide advancement shall be as specified in Schedules A-4 through A-6. Each professional staff member should consult the salary guide advancement charts on Schedules A-4 through A-6 as appropriate to determine his/her step placement in each year of this Agreement.
4. No increment or salary increase shall be automatic. Each professional staff member under this Agreement shall only be entitled to the increases and increments provided in Schedules A-1, A-2 and A-3, which are annexed hereto and made a part of this Agreement hereof, upon the recommendations in writing of the Superintendent of Schools to the **BOARD**, and the affirmative approval by the **BOARD** of the

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Superintendent's recommendations at a regular meeting of the **BOARD** of Education designated therefore.

5. In order to be eligible to advance one step on the guide, a staff person must have worked or been paid by the Board for at least one-half the contractual work days in the prior school year. These days do not have to be consecutive and include sick and paid personal leave. (Example One: If there are 186 days scheduled for professional staff members in the current year, an employee will have to work or have been paid for a nonconsecutive total of 93 of the days in order to advance on guide the following year. Example Two: An employee hired on Step 2 of the guide on March 1st would remain on Step 2 all of the following contract year).
6. (a) All credits leading to lateral movement on a Salary Guide must be graduate credits.
- (b) Effective July 1, 2012, Guide Credits will be accepted and applied as follows:

Column	Approved Graduate Credits
BA	Degree from an accredited College or University
BA+15	BA plus fifteen (15) approved graduate credits from an accredited College or University.
MA	Degree from an accredited College or University
MA+15	MA plus fifteen (15) approved graduate credits above prior lateral moves from an accredited College or University
MA+30	MA+15 plus fifteen (15) approved graduate credits above prior lateral moves from an accredited College or University.
MA+45	MA+30 plus fifteen (15) approved graduate credits above prior lateral moves from an accredited College or University.



Any **professional staff member** who was on the then-existing MA plus 16 level, or MA plus 32 Level, or MA plus 48 Level on or before September 1, 2012 shall be moved to the MA+15, MA+30 or MA+45 columns, as appropriate.

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

- (c) Satisfactory notice, in writing, of the intention to acquire the necessary credits leading to lateral movement on the salary guide for each of the School Years covered by this Agreement must be submitted to the Superintendent of Schools on or before February first (1st) annually in order to be effective for the following September first (1st) annually.
 - (d) Lateral movement on the salary guide shall occur only in September annually (that is, lateral movement shall be made only once each school year), and only after written notice has been given to the Superintendent of Schools not later than the previous February 1st annually.
7. Any **professional staff member** initially hired on the "MA+30" (formerly "MA+32") column of the salary guide, may only move laterally to the "MA+45" (formerly "MA+48") column upon reaching "level 15" on the salary guide and successfully completing 45 credits above a Master's degree, of which at least nine (9) of said credits were completed while the **professional staff member** has been employed by the **BOARD**.
8. All members of the professional staff who are approved by the **BOARD** to work during the summer months in a professional capacity (e.g., Child Study Team evaluations, summer school...etc.), in programs funded to the extent of fifty-one (51%) percent or more from the local district budget, shall be paid therefore at the rate of one-two

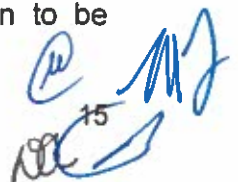


hundredths (1/200th) per day of their annual base pay for the school year just ended pro-rated for the amount of summer time employed.

a. Each professional staff member on the Child Study Team shall work a minimum of five (5) days during the summer at the rate of 1/200th per day of their annual base pay for the school year just ended, pro-rated for the amount of summer time employed, as scheduled by the Superintendent, after the Superintendent considers a list of at least fifteen (15) available dates, from the employee, between July 1st and the first day of the employee's new work year. Employees will receive notice of which days are to be days worked on or about May 15th annually.

b. Professional staff approved by the **BOARD** to work during the summer months in summer student workshops/enrichment programs shall be paid at a rate of \$45.00 per hour worked.

9. Summer teaching positions in programs funded to the extent of fifty (50%) percent or more from other than the local district budget (i.e. Federal, State, etc.) shall be at the discretion of the **BOARD** as they relate to the establishment, salary, and/or description.
10. Salaries for other educationally related summer positions (e.g., curriculum writing) shall be negotiated by the **BOARD** and the **ASSOCIATION**.
11. Summer positions not educationally related shall be at the discretion of the **BOARD** as they relate to the establishment, salary, and/or description.
12. It is the intention of Paragraphs 8 and 9, inclusive, that all such positions shall be announced to present personnel within the district prior to being offered to others. It is the intention that all persons covered hereunder shall have the opportunity to apply for such summer positions prior to their being offered to others, and then to be



considered for such summer positions. The aforementioned positions shall not be filled until seven (7) school days after posting of the announcement referred to above.

13. The **BOARD** reserves the right to select the candidate for all positions in the school system, which selection shall not be subject to review.
14. Each member of the professional staff shall be entitled to receive from the **BOARD** a separate contract for said summer work.
15. The daily rate calculation for 10-month professional employees shall be 1/200th of their annual salary.
16. Attached hereto and made a part hereof as "Schedule E" is the schedule of payments for designated extra-curricular activities for the 2015-2016, 2016-2017 and 2017-2018 School Years, inclusive.
17. The **BOARD** agrees to provide a \$100.00 stipend for each publication of articles on education in professional journals or magazines, subject to the approval of the Superintendent whose decision shall be final. Each staff person is limited to no more than two stipends per contract year.
18. The **BOARD** shall offer "direct deposit" services to all members of the **ASSOCIATION** for other financial institutions in addition to Visions Federal Credit Union.

ARTICLE VI

TEMPORARY ABSENCE

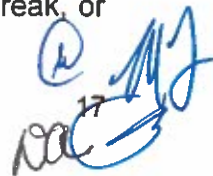
1. Each member of the professional staff covered hereunder shall be entitled to an absence for bereavement of five (5) working days in connection with the death of a member of the aforementioned staff's immediate family, and one (1) day would be allowed for all other relatives. The **BOARD** and the **ASSOCIATION** agree that a certain amount of time is required for bereavement; however, both the **BOARD** and the **ASSOCIATION** also agree and acknowledge that the bereavement leave should not be abused.

All staff members covered by this Agreement shall be granted an absence for bereavement up to a maximum of five (5) contractual work days to be taken between the date of the death and a reasonable time after each death in the immediate family.

2. The immediate family shall include:
 - (a) The employee's spouse, ex-spouse or domestic partner; or
 - (b) The employee's mother, father, child (and spouse), grandparent or grandchild, and brother or sister (and spouse); or
 - (c) The employee's spouse's or domestic partner's mother, father, child (and spouse), grandparent or grandchild, and brother or sister (and spouse); or
 - (d) Any other person whose permanent residence is in the immediate household of the employee excluding domestic employees and/or boarders.

The Superintendent, at his sole discretion, may consider an employee appeal to broaden the above categories on a case by case basis.

3. (a) Effective September 1, 2015, each full-time **professional staff member** covered under this Agreement shall be entitled to four (4) personal days each school year. Personal days cannot be taken before or after a vacation, holiday or school break, or



the first or last days of school. The Superintendent may, in his/her sole discretion, allow for exceptions to this rule under extenuating circumstances. Denial of such requests is not subject to review.

(b) Personal days are defined as leave used for:

1. Personal Business: Business which cannot be conducted except during time when school is in session and does not include recreation, rest or recuperation, or any venture resulting in the payment or other remuneration for services. Personal days may be used to attend a graduation, for observance of a religious holiday, for moving one's personal residence, to prepare for and attend one's own wedding, for personal legal business (not including attendance at jury duty, court appearances pursuant to a valid subpoena, or when a court appearance is requested by and for the benefit of the **BOARD**), or other personal business under the following circumstances:

(a) Employees must submit request forms for personal days to the building principal no less than five (5) school days prior to the anticipated personal days, except in emergency situations where requests should be submitted as soon as possible. The written notice should state the general category and date or dates the individual is requesting to be absent.

(b) A response from the Administration will be returned to the employee within five (5) school days following receipt of the request form, except in emergency situations.

(c) A valid request generally will be approved without further explanation, however, the Principal or Superintendent may deny the request based on staffing needs or may seek additional information, at his/her discretion.

This denial of a request for a personal day can be grieved according to the procedures outlined in this agreement.

2. Family Illness: To provide care for an immediate family member as defined in Article VI, paragraph 2. Notice should follow the condition in VI:3b above except in cases of unanticipated family illness. In such cases the professional staff member should follow the procedures used in reporting a daily personal illness using the district daily substitute reporting and calling procedures. The district will add the category of "family illness" to the list of reasons a substitute may be needed.

- (c) Not more than two (2) consecutive days shall be granted for personal leaves for graduation, moving of one's residence, one's own wedding, or other personal business, except at the sole discretion of the Superintendent. Denial of such a request is not subject to review.
 - (d) All part-time professional staff members covered under this Agreement shall be entitled to a pro-rata share of the four (4) personal days based on the number of regularly scheduled days worked by that employee, rounded to the nearest whole number.
 - (e) Unused personal days may be accumulated only for the purpose of being included with sick days as part of the calculation and payment stipulated in Article VII, Paragraph 3 of this Agreement.
4. Each full-time professional staff member covered under this Agreement shall be entitled to ten (10) days absence for sickness only, all of which shall be cumulative. These are the ten (10) days provided by the Statute 18A:30-1.

5. The **BOARD** agrees to provide members of the professional staff with an accounting of all accumulated sick days.
6. All part-time professional staff members covered under this Agreement shall be entitled to their pro-rata share of the ten (10) cumulative sick days rounded to the nearest whole number, as described in Statutes 18A:30-1.
7. Professional staff members taking a leave of absence who are only entitled to payment for part of a month shall be compensated for such partial months of service in accordance with the following formula: The number of days a professional staff member has worked or for which they are eligible for payment (e.g., sick or personal days) shall be divided by the total work days for the month, and that resulting percentage shall be applied to the professional staff member's monthly salary. Expressed as an equation, that formula is:

$$(\text{Days worked (or paid)} \div \text{Total work days for month}) \times \text{Monthly salary}$$



ARTICLE VII

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

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

The full time equivalency of accrued sick days for a **professional staff member** shall be determined by multiplying the particular **professional staff member's** total number of accrued sick days in the Old Tappan School District by the fraction of full time work factor for which the particular **professional staff member** was contracted to work. Such product must comply with the schedule of payments provided in Paragraph 3 below. (E.g., a **professional staff member** who is working .83 contracted time and who has 160 accrued sick days shall be paid for 132 equivalent sick days: $160 \times .83 = 132$ equivalent sick days.)

2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible **professional staff member** as defined in this Article, shall:
- (a) Notify the **BOARD** in writing, by letter addressed to the **BOARD**, by registered mail, return receipt requested, to be received by the **BOARD** no later than January 1, of the year in which retirement is to become effective, indicating that retirement shall be irrevocably effective in the same calendar year.

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- (b) Have, at the time of notification, accrued sick days of a minimum of one hundred and fourteen (114) days, approved by the **BOARD**, in order to be eligible for payment as provided for in this Article.
1. The payments made to professional staff members 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 \$2,000.
- (b) For at least 176 accrued and approved sick leave days, and up to 200 days, the sum of \$4,000.
- (c) For at least 201 accrued and approved sick leave days, and up to 225 days, the sum of \$5,500.
- (d) For 226 or more accrued and approved sick leave days, the sum of \$7,000.
2. It is the clear intent of this Article that the maximum payment shall, in any event, be seven thousand (\$7,000) dollars per individual **professional staff member**, as the case may be.
3. Notification of retirement received before January 1 shall entitle eligible participants to payment on or before July 1 of the same calendar year.
4. 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. Eligible full time **professional staff members** employed by the **BOARD** prior to June 30, 1996, who are eligible for health insurance benefits, and who are currently enrolled in Traditional Health Care Plan shall be enrolled in the managed health care plan (i.e., Point of Service Plan) provided by the Board. However, professional staff members shall have the option to "opt up" to the Traditional Plan with the obligation to pay fifty percent (50%) of the difference between the then-current cost of the Traditional Health Insurance Plan and the then-current cost of the managed health care plan offered by the Board, and the Board shall pay the balance of the premium. This "opt-up" payment shall be over and above the staff members' legally required contributions as set forth in N.J.S.A. 18A:16-17 and -17.1 (P.L. 2011, c.78). This option can be exercised only by the aforementioned professional staff members during the Open Enrollment Period on an annual basis.

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

(b) Eligible full-time **professional staff members** who were employed on or after July 1, 1996, may elect, at their sole cost and expense, to "opt up" to the Traditional Health Care Plan described in Paragraph 1, in which case the employee shall pay in advance, or be otherwise responsible for, the difference in cost between the "managed health care plan" and the cost of the "traditional health care plan." This "opt-up" payment shall be over and above the staff members' legally required contributions as set forth in N.J.S.A. 18A:16-17 and -17.1 (P.L. 2011, c.78).

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

3. (a) For any **professional staff member** who was a full-time professional staff member employed by the **BOARD** during the School Year 1995-1996 but, due to a reduction in force at any time during this Agreement, is reduced to a .7 Full Time Equivalent ("FTE") position or greater shall continue to receive full health insurance coverage (including applicable increases in the cost of premiums) at the expense of the **BOARD** (except for any costs incurred if the professional staff member "opts up" to Traditional Health Care Plan). No **professional staff member**, regardless of when their employment commenced, who is employed less than a .7 FTE, shall be eligible for any health insurance benefits.

(b) For all other **professional staff members** employed by the **BOARD** in a less than 1.0 FTE, but in at least a .7 FTE position (that is, the equivalent of at least three and one half (3 ½) days or at least twenty-eight (28) hours per week), the **BOARD** shall only pay that portion of the health insurance coverage premium which is equal to that proportion of the time the part-time professional staff member is actually working in his/her position with the **BOARD**. The **professional staff member** shall be responsible to pay, in advance, the balance of the health insurance premium costs plus the staff members' legally required contributions as set forth in N.J.S.A. 18A:16-17 and -17.1 (P.L. 2011, c.78). For example, a part-time professional staff member, who is a seven-tenths (.7) FTE employee would be required to contribute, in advance, thirty (30%) percent of the health insurance premium costs plus the legally required contributions as set forth in N.J.S.A. 18A:16-17 and -17.1 (P.L. 2011, c.78), and the **BOARD** will pay for

the remaining health insurance premium costs. This payment shall be in addition to any costs incurred if the professional staff member "opts up" to Traditional Health Care Plan. No professional staff member, regardless of when their employment commenced, who is employed less than a .7 FTE, shall be eligible for any health insurance benefits.

4. The BOARD agrees, when requested in writing by a professional staff member, (the professional staff members covered hereby, do by this Agreement, grant and/or give the BOARD the right and/or power to make any payroll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said professional staff member's pay, the cost of any other forms of insurance arranged by the professional staff members, such as coverage for a medical and/or a dental plan, tax sheltered annuity, income protection plan, etc., provided that such action by the BOARD shall not be construed as an indication by the BOARD that such insurance coverage is a negotiable item under this or any other agreement with the ASSOCIATION. The BOARD agrees to arrange for the administration of any of said plans, if such plans are available to the group and, further, provided that such administration shall not be at the BOARD's expense.

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

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



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6. The **BOARD** will permit retirees, if acceptable with the carrier providing coverage, to remain in the dental plan only provided each retiree promptly and punctually pays to the **BOARD** quarterly, in advance, the appropriate premium(s) that may be due.

Late payments will not be accepted.

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

7. Each school year, professional staff members may choose to "opt-out" of insurance benefits. Professional staff members choosing to "opt-out" will be required to sign a release indicating that their dependents are covered under another health benefit program. Professional staff members shall be told how to re-enroll in health benefits if needed, and professional staff members are responsible for informing the Board Secretary of any changes in circumstances regarding health benefits. Professional staff members who are not employed during the full year (i.e., July 1 – June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after September 1 and any employment termination that is effective prior to August 31. Professional staff members who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.

Each school year, the **BOARD** shall pay professional staff members for the "opt-out" as follows:

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

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

8. Each staff member electing to receive medical and/or dental benefits from the Board will contribute to the cost of that insurance in accordance with the requirements of P.L. 2011, c. 78 (N.J.S.A. 18A:16-17.1), or N.J.S.A. 18A:16-17, whichever is higher. The contribution shall be paid by payroll deduction paid in equal installments, in accordance with the District's payroll schedule. If the staff member is on an FMLA or FLA leave of absence, said staff member shall pay the required contribution.
9. The Board shall provide Section 125 plans for staff members.
- (a) A premium conversion plan will be made available through payroll deduction for all staff members for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.
- (b) A flexible spending account plan will be made available through payroll deduction for any annually contracted staff member who wishes to direct an annual amount not to exceed Two Thousand Four Hundred Dollars (\$2,400) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee cannot be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (August 31) will be returned to the Board. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.



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ARTICLE IX

JOB VACANCIES AND PROMOTIONS

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

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

2.
 - (a) The **BOARD** shall have the right to establish teaching schedules in order to permit the scheduling of educational programs and/or services outside of the traditional school day, provided that the teachers who are assigned to alternative teaching schedules are arranged for a workday and/or a workload consistent with the established number of teaching hours.

 - (b) Such assignments shall not begin more than forty-five (45) minutes before the start of the traditional school day in this School District, nor shall they end more than forty-five (45) minutes after the end of the traditional school day in this School District, except in the case of staff development programs.

 - (c) Teachers assigned to provide instruction as a Technology Facilitator, Instrumental Music, and any new staff hired for Library/Media Services shall be eligible for assignment to an alternative teaching schedule. In addition, teachers of other instructional disciplines can be eligible for assignment to an alternative

teaching schedule only upon the mutual agreement between the **ASSOCIATION**, the professional staff member, and the Superintendent.

3. (a) All **professional staff members** assigned to the T. Baldwin Demarest School, and not otherwise excluded hereafter, shall be entitled to a duty-free lunch period of fifty (50) minutes duration (the ten (10) minutes reduction of the lunchtime shall be added to the staff members' student contact time).
 - (b) During the terms of this contract, all **professional staff members** assigned to the Charles DeWolf School or those whose major assignment is in the Charles DeWolf School, will be entitled to a duty free lunch period of 30 minutes duration.
 - (c) In the event that a member of the professional staff agrees to monitor either the students' lunch period and/or the students during lunch period, such staff member shall be paid such compensation as is set forth and listed in Schedule E, which Schedule is incorporated herein by reference as though set forth herein at length, for the School Years 2015-2016, 2016-2017, and 2017-2018.
 - (d) In the event that a professional staff member is assigned by the principal or designee to cover a full standard-length class, which results in the loss of a minimum planning period required in this Agreement, the staff member shall be compensated at the rate of \$35.00 per period.
4. Commencing with the 2012-2013 School Year, all staff members shall be present and sign in by 8:10 a.m. daily, unless they are following an alternate schedule which has been approved, in writing, by the Superintendent.
 5. Commencing with the 2012-2013 School Year, all staff members will be released at 3:15 p.m., unless they are following an alternate schedule which has been approved, in writing, by the Superintendent.

6. All **ASSOCIATION** members shall provide tutoring services to students either one (1) day per week for a period of thirty (30) minutes or two (2) days per week for a period of fifteen (15) minutes (i.e., "tutoring days"). Tutoring days shall take place during the contractual work day. The specific day(s) of the week shall be determined and posted by each member of the **ASSOCIATION**.
7. A.M./P.M. Stipend – Any staff who participates in A.M./P.M. supervision will be paid a pro rata share of the lunch stipend. To the extent possible, volunteers will be used. At T. Baldwin Demarest School A.M. duty will take place 25 minutes before the commencement of the student day. P.M. duty will take place 20 minutes after the end of the student day. At Charles DeWolf Middle School, A.M. duty will take place 15 minutes before the commencement of the student day. P.M. duty will take place 15 minutes after the end of the student day.
8.
 - (a) Monday afternoon meetings will be reserved for staff meetings in order to address school issues such as might pertain to the entire building, the district, a grade, a department, or an area of special interest.
 - (b) Staff meetings may include the district, the building, department(/s), and/or grade level meetings, committee meetings, Professional Development meetings, IR&S meetings, OSHA training and/or workshops in accordance with 9(d) below.
 - (c) Mandatory workshops must be held on Mondays, except as agreed upon in writing and in advance, by the **ASSOCIATION**.
 - (d) The total number of hours for such staff meetings and/or mandatory workshops shall not exceed forty (40) hours per school year.



- (e) The notice of, and agenda for any meeting, shall be given to the professional staff members involved at least three (3) days prior to the scheduled meeting, except in an emergency.
- (f) Professional staff members shall have the opportunity to suggest items for the agenda.
- (g) Staff meetings shall not exceed a maximum of two (2) hours in length and must be commenced within ten (10) minutes of school dismissal.
- (h) Two (2) days prior notice shall be given to all affected professional staff members for all meetings; however, one (1) week's prior notice shall be given to all affected professional staff members for any meeting that is scheduled to extend beyond one (1) hour in duration.
- (i) In case of an emergency, meetings not to exceed one (1) hour in duration may be held without the prior notice requirements.
- (j) The Charles DeWolf Middle School Principal may, at his/her discretion, hold a "morning meeting" with groups of designated professional staff up to twenty (20) minutes in length following the time professional staff are expected to be at work and preceding the start of the instructional time each day for students. Individual staff will not be scheduled for more than five (5) "morning meetings" per month. Morning meetings will be held Monday through Thursday. It will be the Principal's responsibility to end the meetings so the professional staff have adequate time to report to their first assignment.

Notice for "morning meetings" and affected staff will be provided in advance and/or at a minimum by the end of the previous day, except for emergencies.



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These "morning meetings" will not be subject to the limitations in Article X, Paragraph 8(a) through 8(i).

9. The release time for Charles DeWolf and T. Baldwin Demarest School staff members mentioned in Item 5, above, may be extended for general staff meetings, and/or special grade level or emergency meetings as mentioned in the Teacher's Handbook.
10. (a) The **BOARD** acknowledges that since it is desirable for each teacher to use an uninterrupted preparation period each day, where the practice presently exists, the practice of using a regular teacher as a substitute shall be discouraged. The **BOARD** agrees to establish strict control to discourage the practice of using a regular teacher as a substitute.

(b) Commencing with the School Year 1988-1989, and during the term of this Agreement, all full-time teachers at the Charles DeWolf School, or those whose major assignment is in the Charles DeWolf School, shall have at least one (1) preparation period per day. Full-time teachers at the T. Baldwin Demarest School shall have six (6) preparation periods per week with at least one (1) preparation period per day,
11. (a) **Professional staff members**, as selected, designated and/or assigned by the Superintendent, will be required to participate in two (2) evenings for individual parent-teacher conferences and two (2) after school sessions for individual parent-teacher conferences (scheduled for two (2) hours each session). The two (2) evening conferences and two (2) afternoon conferences shall be scheduled in no more than two (2) days.
12. (a) Commencing with the School Year 1987-1988, there has been implemented an eight (8) period day for the Charles DeWolf School and teaching staff, and an

equal increased pupil contact time for the T. Baldwin Demarest School, as assigned and/or designated and/or determined by the Superintendent of Schools within the criteria set forth in the Agreement for the School Years 1986-1988.

- (b) Professional teachers at the Charles DeWolf School shall be assigned a teaching schedule consisting of thirty-two (32) teaching periods and 8 preparation periods per week, without qualifications. All such assignments shall be strictly at the discretion of the Superintendent.
 - (c) Any teacher accepting an extra daily teaching period beyond the contractual maximum shall receive compensation at the rate of 1/6 of his or her degree and step level in the corresponding salary schedule agreed upon for that year for 5 teaching periods per week during the term of the assignment. When such an assignment is necessary, the staff member accepting such a position must (1) volunteer for the assignment, and (2) be tenured. The assignment will not extend into a second consecutive year without the staff person's agreement.
13. 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.
14. 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**.
- 15 (a) Each **professional staff member's** work year (actual working days) shall not exceed one hundred eighty-six (186) school days and which shall be scheduled between September 1st and June 30th, inclusive.
- (b) The total number of student contact days shall not exceed one hundred eighty-two (182) days per school year.



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

16. Agency Shop

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

A. Amount of Fee

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

B. Deduction and Transmission of Fee

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

C. Termination of Employment

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

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the **ASSOCIATION** will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the **ASSOCIATION**.

E. Indemnification

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

17. Terms of Agreement: The term of this contract shall be from July 1, 2015 until June 30, 2018.

ARTICLE XI

BOARD RIGHTS

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



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ARTICLE XII

TEACHERS' RIGHTS

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

ARTICLE XIII

ASSOCIATION BUSINESS

1. The **BOARD** agrees that the **ASSOCIATION** may use the school address as its official address, with the understanding that the **BOARD** shall not be responsible for lost or misplaced mail or correspondence.

2. In order that **ASSOCIATION** meetings do not conflict with other school meetings and/or functions, the **BOARD** and the **ASSOCIATION**, at the beginning of each school year in September, agree to designate a specific time and place for **ASSOCIATION** regular meetings within the school building.

ARTICLE XIV

GRIEVANCE PROCEDURE

1. Definitions

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

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



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B. "Representative" is defined to include:

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

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

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

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

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

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

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

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

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

2. Purpose

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

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

3. Procedural Steps

Level One

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

Level Two

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

Level Three

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

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

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

Level Four

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

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

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

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

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

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

Level Four shall be the final determination for all grievances alleging a violation, misinterpretation, or misapplication of any **BOARD** policy which existed

for more than five (5) years at the time the grievance was filed, except where the grievance alleges a change from past practice or past implementation of such policies.

Level Five

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

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

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

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

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

As stated above, the recommendations from the arbitrator shall be binding on the parties. If one party decides to appeal an arbitrator's decision, and loses said appeal, said party shall pay 100% of the other party's legal expenses directly pertaining to the cost of the appeal. For example, if the arbitrator rules on behalf of the **ASSOCIATION** and the **BOARD** appeals the decision, if the **BOARD** loses the appeal, the **BOARD** would be responsible for its own legal expenses as well as 100% of the **ASSOCIATION'S** legal expenses incurred directly pertaining to the appeal.

Miscellaneous Provisions

1. If the decision-maker fails to communicate a decision within the time limits set by this procedure, the grievant or the **ASSOCIATION** shall be permitted to proceed to the next level automatically. Likewise, failure to present a grievance at any Level within the time limits provided will be deemed an acceptance of the last determination presented, and an abandonment of the

grievance. Nevertheless, the parties may extend any time limits within this procedure by mutual agreement in writing.

2. During the pendency of the grievance, all employees, including the grievant, shall continue to work under the direction of the Superintendent and the administrators, regardless of the nature of the grievance or amount of time it takes to resolve the grievance. The **BOARD** agrees not to harass or discriminate against any **professional staff member** for filing a grievance under this procedure.
3. No complaint arising from a source other than through the normal administrative procedure shall be noted in the personnel file of any employee without first:
 - (a) Notifying the employee in writing by certified mail, return receipt requested, of the source and contents of the complaint, and
 - (b) Affording the employee a hearing on such complaint if the employee shall file written demand therefore within ten (10) school days of the date of the notice.

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

Section 3

Applies to Support Staff (as defined in the recognition clause).

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ARTICLE XV

SUPPORT STAFF COMPENSATION

1. The annual compensation, wages and/or salaries to be paid to all personnel covered by this section, during the 2015-2016 through 2017-2018 School Years, is as set forth below. Employees working for a portion of the year shall have their salaries prorated.

Position	2015-2016	2016-2017	2017-2018
TBD Elementary School Secretary	\$45,250.29	\$46,426.80	\$47,633.90
Maintenance Person	\$60,021.93	\$60,622.15	\$61,228.37
CDW Middle School Secretary	\$40,437.15	\$41,488.52	\$42,567.22
Child Study Team Secretary	\$40,426.48	\$41,477.57	\$42,555.99
(Part-time) TBD Secretary and/or Lib. Media Clerk	\$18.90/hr	\$19.39/hr	\$19.89/hr
(Part-time) CDW Secretary and/or Lib. Media Clerk	\$17.44/hr	\$17.90/hr	\$18.36/hr
Student Management Systems Coordinator (Non-Pensionable Annual Stipend)	\$4,500.00	\$4,500.00	\$4,500.00

2. The established annual minimum base entry level salary for new full-time employees covered under this Agreement shall be as follows:

Position	Minimum Salary
Elementary School Secretary	\$ 22,833
Maintenance Person	\$ 33,004
Middle School Secretary	\$ 25,015
Child Study Team Secretary	\$ 23,260

3. The maintenance person shall receive an annual clothing allowance not to exceed the maximum sum of Five Hundred Dollars (\$500.00) per year for work clothes, including but not limited to work boots, Old Tappan Board of Education embroidered shirts and similar clothing, subject to the advanced approval of the School Business Administrator.
4. Effective July 1, 2001, all part-time support staff members will receive a \$1.00 per hour supplement added to their base rate of pay after completing ten years of continuous service with the Board.

ARTICLE XVI

WORK SCHEDULE FOR SECRETARIAL/LIBRARY MEDIA CLERK EMPLOYEES AND CHILD STUDY TEAM SECRETARY

1. WORK DAY

- (a) The work day for all secretarial employees will be from 8:00 a.m. to 4:00 p.m. and will include a sixty (60) minute unpaid lunch period from September 1st through June 30th.
- (b) The work day for all 12 month secretarial employees during the period July 1st through August 31st will be as follows (beginning July 1, 2012, the Child Study Team Secretary Position shall be a 12 month secretarial position):
 - i. The work day will be from 8:00 a.m. to 3:30 p.m. and will include a thirty (30) minute unpaid lunch period.

2. WORK WEEK

- (a) The work week will be 35 hours per week, Monday through Friday.
- (b) The work week for the (Part-Time) TBD Secretary and/or Library Media Clerk shall not exceed 27.5 hours per week.
- (c) The work week for the (Part-Time) CDW Secretary and/or Library Media Clerk shall be a five (5) day work week, but shall not exceed fifteen (15) hours per week.

3. OVERTIME

- (a) Overtime shall be at the hourly rate up to forty hours in one calendar week. Overtime shall be at the rate of time and a half for hours in excess of forty (40) hours in one calendar week.

4. HOLIDAY SCHEDULE

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- (a) All support staff members follow the support staff calendar as set annually by the **BOARD**.
- (b) The CDW, TBD and the Child Study Team Secretaries shall have the right to take off a total of four (4) recess days when school is closed during either the February Break week and/or April (Spring) Break week.

ARTICLE XVII

WORK SCHEDULE FOR MAINTENANCE PERSON

1. WORK DAY

- (a) The work day for the Maintenance Person will be from 7:30 a.m. to 3:30 p.m. and will include a sixty (60) minute unpaid lunch period.

2. WORK WEEK

- (a) The work week will be thirty-five (35) hours per week, Monday through Friday.
- (b) During the time this agreement is in effect, the Board of Education reserves the right to extend the work week of the Maintenance Person up to 40 hours per week. Compensation for the Maintenance Person will be adjusted accordingly.

3. OVERTIME

- (a) Overtime shall be at the hourly rate up to forty hours in one calendar week. Overtime shall be at the rate of time and a half for hours in excess of forty (40) hours in one calendar week.

ARTICLE XVIII

TEMPORARY ABSENCE FOR SUPPORT STAFF

1. BEREAVEMENT

- (a) Each full-time member of the support 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.
- (b) Each regularly employed part-time member of the support staff covered hereunder shall be entitled to five (5) working days absence, prorated, based on regularly scheduled hours worked, for bereavement only, in connection with the death of a member of the aforementioned staff's immediate family, and would be entitled to one (1) day for all other relatives.
- (c) 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.
- (d) The immediate family includes the following: child, spouse, domestic partner, sibling, parent, parent in-law, grandparent, son/daughter in-law.

2. PERSONAL

- (a) Each full-time employee covered under this Agreement shall be entitled to three (3) personal days each school year. Personal days cannot be taken before or after a vacation, holiday or school break, or the first or last days of school. The Superintendent may, in his/her sole discretion, allow for exceptions to this rule

under extenuating circumstances. Denial of such requests is not subject to review.

- (b) Personal days are defined as leave used for personal business which cannot be conducted except during time when school is in session and does not include recreation, rest or recuperation, or any venture resulting in the payment or other remuneration for services. Personal days may be used to attend a graduation, for observance of a religious holiday, for moving one's personal residence, to prepare for and attend one's own wedding, for personal legal business (not including attendance at jury duty, court appearances pursuant to a valid subpoena, or when a court appearance is requested by and for the benefit of the **BOARD**), to care for an immediate family member (as defined in Article XVIII(1)(d) above), or other personal business.
- (c) Not more than two consecutive days shall be granted for personal leaves for graduation, moving of one's residence, one's own wedding, or other personal business, except at the sole discretion of the Superintendent. Denial of such a request is not subject to review.
- (d) Employees must submit request forms for personal days to the Superintendent no less than seven (7) school days prior to the anticipated personal days, except in emergency situations when requests should be submitted as soon as possible. A response from the administration will be returned to the employee within five (5) school days following receipt of the request form, except in emergency situations. Prior written notice should state the general category and date or dates the individual is requesting to be absent.

- (e) A valid request generally will be approved without further explanation, however, the Superintendent may deny the request based on staffing needs or may seek additional information, at his/her discretion. This denial of a request for a personal day can be grieved according to the procedures outlined in this agreement.
- (f) All part-time staff members covered under this agreement shall be entitled to a pro-rata share of the three personal days based on the number of regularly scheduled hours worked by that employee, rounded to the nearest whole number.
- (g) Unused personal days may be accumulated only for the purpose of being included with sick days as part of the calculation and payment stipulated in Article XIX.3 of this Agreement.

3. SICK LEAVE

- (a) Each full-time support staff member covered under this Agreement shall be entitled to thirteen (13) days absence for sickness only, ten (10) days of which shall be cumulative.
 - i. Included in the thirteen (13) days aforementioned are the ten (10) days provided by the Revised Statute 18A:30-1.
 - ii. 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).
- (b) Each part-time support staff member covered under this Agreement shall be entitled to ten (10) days absence, prorated, based on regularly scheduled hours worked, for sickness only. Ten prorated days will be cumulative.

4. VACATION.

- (a) Eligible 12-month employees shall be entitled to vacation pursuant to Board Policy No. 4252. It is agreed that the Child Study Team Secretary employed as of July 1, 2012 shall be eligible for three (3) weeks of vacation (prorated) on August 1, 2013 (pursuant to Board Policy No. 4252).

ARTICLE XIX

**PAYMENT FOR ACCRUED SICK LEAVE UPON RETIREMENT FROM THE NEW JERSEY
PUBLIC EMPLOYMENT RETIREMENT SYSTEM**

1. Upon retirement from the Old Tappan Board of Education and the New Jersey Public Employment Retirement System, each full-time support staff member who has been employed continuously by the **BOARD** for a period of at least fifteen (15) years, and has attained the age of at least fifty-five (55) years, shall be paid for accrued sick leave as provided for in this Article.
2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible full-time support staff member as defined in this Article, shall:
 - (a) Notify the **BOARD** in writing, by a letter addressed to the **BOARD** by registered mail, return receipt requested, to be received by the **BOARD** no later than January 1st, 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 the notification, accrued sick days of a minimum of fifty (50) days, approved by the **BOARD**, in order to be eligible for payment as provided for in this Article.

3. The payments made to full-time support staff members eligible under this Article, shall be as follows:
 - (a) Each full-time eligible support staff member shall have a minimum of at least fifty (50) accrued and approved sick leave days in order to be eligible and for which the said full-time eligible support staff member shall be paid for up to a maximum of one hundred (100) days, the sum of \$15.00 per day for a maximum total payment of \$1,500.00.
4. It is the clear intent of this Article that the maximum payment shall, in any event, be \$1,500.00 for each individual full-time support staff member.
5. Notification of retirement received before January 1st, shall entitle eligible participants to payment on or before July 1st of the same calendar year.
6. Notification of retirement received after January 1st, shall entitle eligible participants to payment on or before July 1st of the following calendar year.

ARTICLE XX

INSURANCE

2. The **BOARD** shall provide and maintain full health insurance coverage for each full-time eligible employee in a managed care program (e.g., CIGNA Direct Provider Program or equivalent).
 - (a) The effective date of said coverage for new employees shall be sixty (60) days after the commencement of employment with the **BOARD**, or such earlier date as may be arranged by the **BOARD** with CIGNA, its successors and/or assigns at standard premium rates.
3. The **BOARD** shall provide a family plan coverage for full-time employees covered in this agreement 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 insurance and/or 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.

4. Each staff member shall pay the legally-required contribution (as a specified percentage of the cost of coverage for health care benefits for his or her salary range), as required by N.J.S.A. 18A:16-17 and 18A:16-17.1. Such contributions shall be deducted from the staff members' salaries and paid, in equal installments, in accordance with the District's payroll schedule.
5. Staff members may at their sole cost and expense choose a "traditional health plan" but, in which event the particular employee shall pay, in advance, and/or otherwise be responsible for, the difference in cost between a "managed health care program" and the cost of a "traditional health plan." This charge shall be over and above the staff members' legally required contributions as set forth in Article XX.3 above.
6. A. No health insurance or dental 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 twenty-eight (28) regular hours per week as stated in said employment contract.

(b) For all part-time support staff members covered hereunder, that is, those part-time support staff members who are employed by the **BOARD** for at least twenty-eight (28) or more hours per week, on or after July 1, 1996, the **BOARD** shall only pay that amount of the health insurance and dental insurance coverage

premium which is equal to that portion of the time that said support staff member is actually working each week.

(c) The aforementioned percentage of health insurance and dental insurance coverage premium shall be determined by making the numerator the total weekly contract hours, as set forth in the support staff member's employment contract, over the denominator, which shall be the total weekly hours worked by a full-time support staff member employed by the **BOARD** and covered under this Agreement.

7. The **BOARD** agrees, when requested in writing by a full-time support staff member, (the full-time support staff members covered hereby do, by this Agreement, grant and/or give the **BOARD** the right and/or power to make any payroll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said full-time support staff member's pay, the cost of any other forms of insurance arranged by the full-time support staff members, 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**.

(a) 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.

8. For the school year covered herein, the **BOARD** agrees to pay for the full-time support staff member's cost of up to a family coverage dental plan, with the CIGNA Dental

Program, its successors and/or assigns (less the required contributions specified in Article XX.3 of this Agreement).

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

9. Each school year, employees may choose to "opt-out" of insurance benefits. Employees choosing to "opt-out" will be required to sign a release indicating that their dependents are covered under another health benefit program. Employees shall be told how to re-enroll in health benefits if needed, and members are responsible for informing the Board Secretary of any changes in circumstances regarding health benefits. Employees who are not employed during the full year (July 1 – June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after July 1 and any employment termination that is effective prior to June 30. Employees who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.

(a) Each school year, the Board shall pay members for the "opt-out" as follows:

- i. Family - \$2,500
- ii. Husband/wife - \$2,000

(b) The Board will also enroll in and administer a "125 Plan" in order to effectuate this "opt-out" benefit.

10. The Board shall provide Section 125 plans for staff members.

(a) A premium conversion plan will be made available through payroll deduction for all staff members for the amount of their contribution toward medical program

premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

- (b) A flexible spending account plan will be made available through payroll deduction for any annually contracted staff member who wishes to direct an annual amount not to exceed Two Thousand Four Hundred Dollars (\$2,400) paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. The Board will develop a form for an annual selection for any interested employee. The annual selection made by the employee cannot be modified during the year. The employee will be responsible for filing for reimbursement for eligible expenses through a third party administrator up to the annual amount specified by the employee. Any funds left over at the end of the each year (August 31) will be returned to the Board. The Board shall have the right to select the third party administrator. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

1. Notwithstanding the fact that the support staff members covered under this agreement are represented by the **OLD TAPPAN EDUCATION ASSOCIATION**, it is understood and agreed by each of the support staff members that they must retain as confidential all matters concerning school administration, and that they further agree not to divulge such matters to anyone including, but not limited to, the professional staff members.
 - (a) It is expected that the support staff members covered hereunder will respect any areas of confidentiality about which they have been either instructed to honor by the School Administrators or which have been considered in the past, to be confidential and/or which have been brought to the attention of the support staff members.
2. 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.
3. The **BOARD** agrees to provide designated representatives in each building with a copy of all applicable policy within ten (10) days after the adoption by the **BOARD**.
4. The duration of this Contract shall be for the period from July 1, 2015 through June 30, 2018, nunc pro tunc, inclusive as aforementioned.
5. The salary arrangement(s), i.e., allocation of money referred to herein, shall cease, become null and void and/or terminate at the end of this Contract, and further, shall not constitute a precedent nor shall the same be the subject matter of future negotiations unless and/or until the same shall be agreed upon in writing by the **BOARD** and the **ASSOCIATION**.

6. Agency Shop

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

(b) Amount of Fee

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

(c) Deduction and Transmission of Fee

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



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(d) **Termination of Employment**

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

(e) **Mechanics**

- i. 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**.

(f) **Indemnification**

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

ARTICLE XXII

BOARD RIGHTS

1. The **BOARD** reserves unto itself, sole jurisdiction and/or authority over all 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, the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education (New Jersey Administrative Code) and the State of New Jersey, subject to the terms herein.

2. The willingness of the **BOARD** to discuss matters which are within the sole prerogative of the **BOARD**, shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

ARTICLE XXIII

SUPPORT STAFF MEMBERS' RIGHTS

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

ARTICLE XXIV

JUST CAUSE

Tenured employee covered by this agreement, during the term hereof, shall not be disciplined, discharged, or reduced in rank or compensation without just cause. If any of the

above actions are taken, the employee shall be given the reason and have the opportunity to appeal said action to the **BOARD**. In such appeals, the employee shall have the right to be accompanied by a representative of the **ASSOCIATION**. The decision of the **BOARD** shall be final and not subject to appeal or arbitration.

ARTICLE XXV

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.
2. DEFINITION:
 - (a) Grievance: 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:
 - i. 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
 - ii. The Board of Education is without authority to act, or
 - iii. A complaint that relates to the non-renewal, termination or notice thereof, of any nontenure employee's contract, or

- iv. Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10, et seq.) or
 - v. The withholding of an increment to salaries pursuant to N.J.S.A. 18A:29-14. The term "employee" as used in this definition, shall mean also a group of employees having the same grievance.
 - vi. As to all persons covered by this agreement, the grievance procedure shall not apply in matters where the **BOARD** or its representatives are without authority to act, according to law, or in matters of selection for promotion.
- (b) **Representative:** The term "Representative" shall mean:
- i. As to an Employee: A member or group of members of the **OLD TAPPAN EDUCATION ASSOCIATION**, or an attorney designated in writing by the individual or by the **OLD TAPPAN EDUCATION ASSOCIATION**, as the case may be, or a representative or an attorney from the New Jersey Education Association, designated in writing by the **ASSOCIATION**.
 - ii. 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/her 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.

3. Purpose:

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

4. Procedural Steps:

- (a) Level One (the informal level)
 - i. An employee who has a grievance shall discuss it first with his/her principal or immediate superior, 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. A written decision by the principal or immediate superior shall be rendered within ten (10) days of said "informal" meeting.

(b) Level Two

- i. 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 EDUCATION ASSOCIATION** for consideration. This Committee will make a determination as to whether or not the grievance shall be processed by the **ASSOCIATION** and the **ASSOCIATION** shall notify the **BOARD** in writing of their decision. Should the **ASSOCIATION** appoint a representative, they shall notify the **BOARD** in writing.

(c) Level Three

- i. 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 accompanied with all documents used in prior level) citing: (a) the grievance as defined by Article XIII 2.A; (b) the nature and extent of the injury, loss or inconvenience; (c) the result of previous discussions; (d) his/her dissatisfaction with decisions previously rendered, and (e) relief sought. The Superintendent shall request a report on the grievance from the principal/immediate superior and shall conduct a closed hearing with the concerned parties and the representative, if any, and, upon request, with the employee or principal/immediate superior separately. The Superintendent shall communicate his/her decision in writing, with the reasons therefor, to the employee and the principal/immediate superior within fifteen (15) school days from the original notice of appeal.

(d) Level Four

- i. If the grievance has not been resolved to the employee's satisfaction, (s)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.
- ii. If the appellant, in his/her 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.
- iii. 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.
- iv. Where the appellant demands in writing a hearing before the **BOARD**, a hearing shall be held.
- v. 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/her

representative if there be one, the principal/immediate superior and the Superintendent of its determination and the reasons therefor.

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

(e) Level Five

- i. Any grievance supported by the **OLD TAPPAN EDUCATION 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**.
- ii. Failure to file within said time shall constitute a bar to such arbitration unless the aggrieved employee and the **BOARD** shall mutually agree in writing 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


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made to the American Arbitration Association to appoint an arbitrator who is an Attorney at Law of the State of New Jersey.

- iii. Any grievance relating to the provisions of Articles XXII and XXIII hereof and which proceeds to Level Five, shall be heard only by an arbitrator who is an Attorney at Law of New Jersey.
- iv. 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/her findings of fact, reasoning and conclusions on the issues submitted.
- v. The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law. (S)he shall render his/her findings and recommendations consistent with the terms of this agreement. The recommendations shall be binding on the parties.
- vi. 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/her 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/her to have been unreasonable, but such determination may be subject for review by the Superior Court of New Jersey.

- vii. As stated in Article XXV.4.e.v, the recommendations from the arbitrator shall be binding on the parties. If one party decides to appeal an arbitrator's decision, and loses said appeal, said party shall pay 100% of the other party's legal expenses directly pertaining to the cost of the appeal. For example, if an arbitrator rules on behalf of the ASSOCIATION and the BOARD appeals the decision, if the BOARD loses the appeal, the BOARD would be responsible for its own legal expenses as well as 100% of the ASSOCIATION'S legal expenses incurred directly pertaining to the appeal.
- (f) 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/or an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.
- (g) 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/her grievance with his/her immediate superior.
- (h) 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, in writing setting forth:

- i. The order, ruling or determination complained of,
 - ii. The basis of the complaint,
 - iii. A request for hearing if a hearing is desired.
- (i) 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.
- (j) The aggrieved employee shall have the right to be present and have a representative present at any hearing above the informal level, and to make their views known.
- (k) It is understood that neither the aggrieved party nor the principal/immediate superior and/or the Superintendent of Schools shall have a right to have counsel at any appearance by the aggrieved party before either the principal/immediate superior and/or the Superintendent of Schools at the informal level in order that the grievance requested at this level would be non-adversarial in nature.
- i. It is, however, understood that the aggrieved party may appear at the informal level before the principal/immediate superior and Superintendent of Schools with any member or members of the **OLD TAPPAN EDUCATION ASSOCIATION** committee having jurisdiction over grievances.
- (l) 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/her having filed a grievance.

- (m) 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 notifying the employee in writing by certified mail, return receipt requested, of the source and contents of the complaint, and
 - i. Affording the employee a hearing on such complaint if the employee shall file written demand therefor within ten (10) school days of the notice.
 - ii. 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.
- (n) 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:




DOUGLAS BARRETT
Secretary

By 

MARYELLEN LaFRONZ
President

OLD TAPPAN EDUCATION ASSOCIATION



Denise Allen
Secretary

By 

MATTHEW CAPILLI
President


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SCHEDULE A-1

Old Tappan Public Schools
Salary Guide 2015-16

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
1	\$44,918	\$46,894	\$48,769	\$52,246	\$55,247	
2	\$46,118	\$48,094	\$50,169	\$53,646	\$56,647	
3	\$47,599	\$49,774	\$52,201	\$55,802	\$59,104	
4	\$49,474	\$51,550	\$54,452	\$58,504	\$61,355	
5	\$51,350	\$53,501	\$56,678	\$61,255	\$63,506	
6	\$53,511	\$55,687	\$59,289	\$63,506	\$65,757	
7	\$55,537	\$57,413	\$61,340	\$65,757	\$68,008	
8	\$57,413	\$59,289	\$63,386	\$68,108	\$70,734	
9	\$59,325	\$61,201	\$66,203	\$70,730	\$73,357	
10	\$61,301	\$63,177	\$69,355	\$73,407	\$76,033	
11	\$63,177	\$65,053	\$72,629	\$76,033	\$78,734	
12	\$65,628	\$67,504	\$76,208	\$79,224	\$81,935	
13	\$67,804	\$69,680	\$79,709	\$81,985	\$84,886	
14	\$70,230	\$72,105	\$82,435	\$84,386	\$86,897	
15	\$73,296	\$75,172	\$85,336	\$87,387	\$89,914	\$91,560
16			\$88,053	\$91,804	\$93,350	\$93,815
17					\$95,683	\$96,809



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SCHEDULE A-2

Old Tappan Public Schools
Salary Guide 2016-17

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
1-2	\$46,373	\$48,349	\$50,424	\$53,901	\$56,902	
3	\$47,854	\$50,029	\$52,456	\$56,057	\$59,359	
4	\$49,729	\$51,805	\$54,707	\$58,759	\$61,610	
5	\$51,605	\$53,756	\$56,933	\$61,510	\$63,761	
6	\$53,766	\$55,942	\$59,544	\$63,761	\$66,012	
7	\$55,792	\$57,668	\$61,595	\$66,012	\$68,263	
8	\$57,668	\$59,544	\$63,641	\$68,363	\$70,989	
9	\$59,580	\$61,456	\$66,458	\$70,985	\$73,612	
10	\$61,556	\$63,432	\$69,610	\$73,662	\$76,288	
11	\$63,432	\$65,308	\$72,884	\$76,288	\$78,989	
12	\$65,883	\$67,759	\$76,463	\$79,479	\$82,190	
13	\$68,059	\$69,935	\$79,964	\$82,240	\$85,141	
14	\$70,485	\$72,360	\$82,690	\$84,641	\$87,152	
15	\$73,551	\$75,427	\$85,591	\$87,642	\$90,169	\$91,815
16			\$88,308	\$92,059	\$93,605	\$94,070
17					\$95,938	\$97,064


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SCHEDULE A-3

Old Tappan Public Schools
Salary Guide 2017-18

<u>Step</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>
1	\$46,763	\$48,739	\$50,814	\$54,291	\$57,292	
2-3	\$48,244	\$50,419	\$52,846	\$56,447	\$59,749	
4	\$50,119	\$52,195	\$55,097	\$59,149	\$62,000	
5	\$51,995	\$54,146	\$57,323	\$61,900	\$64,151	
6	\$54,156	\$56,332	\$59,934	\$64,151	\$66,402	
7	\$56,182	\$58,058	\$61,985	\$66,402	\$68,653	
8	\$58,058	\$59,934	\$64,031	\$68,753	\$71,379	
9	\$59,970	\$61,846	\$66,848	\$71,375	\$74,002	
10	\$61,946	\$63,822	\$70,000	\$74,052	\$76,678	
11	\$63,822	\$65,698	\$73,274	\$76,678	\$79,379	
12	\$66,273	\$68,149	\$76,853	\$79,869	\$82,580	
13	\$68,449	\$70,325	\$80,354	\$82,630	\$85,531	
14	\$70,875	\$72,750	\$83,080	\$85,031	\$87,542	
15	\$73,941	\$75,817	\$85,981	\$88,032	\$90,559	\$92,205
16			\$88,698	\$92,449	\$93,995	\$94,460
17					\$96,328	\$97,454



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SCHEDULE A-4

**2014-2015 through 2017-2018 Advancement Chart
BA and BA+15 Columns**

Read directly across the horizontal line to track advancement/placement

2014-2015		2015-2016		2016-2017		2017-2018	
						1	
		1	⇒	1-2	⇒	2-3	
1	⇒	2	⇒	3	⇒	4	
2	⇒	3	⇒	4	⇒	5	
3	⇒	4	⇒	5	⇒	6	
4	⇒	5	⇒	6	⇒	7	
5	⇒	6	⇒	7	⇒	8	
6	⇒	7	⇒	8	⇒	9	
7	⇒	8	⇒	9	⇒	10	
8	⇒	9	⇒	10	⇒	11	
9	⇒	10	⇒	11	⇒	12	
10	⇒	11	⇒	12	⇒	13	
11	⇒	12	⇒	13	⇒	14	
12	⇒	13	⇒	14	⇒	15	
13	⇒	14	⇒	15	⇒	15	
14	⇒	15	⇒	15	⇒	15	
15	⇒	15	⇒	15	⇒	15	

Note: *These charts depict vertical guide movement (due to years of experience in the District); they do not depict lateral guide movement (due to accumulation of graduate credits).*

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SCHEDULE A-5

**2014-2015 through 2017-2018 Advancement Chart
MA and MA+15 Columns**

Read directly across the horizontal line to track advancement/placement

2014-2015		2015-2016		2016-2017		2017-2018
		1	⇒	1-2	⇒	1 2-3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4	⇒	5	⇒	6	⇒	7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7	⇒	8	⇒	9	⇒	10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	15
13	⇒	14	⇒	15	⇒	16
14	⇒	15	⇒	16	⇒	16
15	⇒	16	⇒	16	⇒	16
16	⇒	16	⇒	16	⇒	16

Note: *These charts depict vertical guide movement (due to years of experience in the District); they do not depict lateral guide movement (due to accumulation of graduate credits).*

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SCHEDULE A-6

**2014-2015 through 2017-2018 Advancement Chart
MA+30 and MA+45 Columns**

Read directly across the horizontal line to track advancement/placement

2014-2015		2015-2016		2016-2017		2017-2018
						1
		1	⇒	1-2	⇒	2-3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4	⇒	5	⇒	6	⇒	7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7	⇒	8	⇒	9	⇒	10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	15
13	⇒	14	⇒	15	⇒	16
14	⇒	15	⇒	16	⇒	17
15	⇒	16	⇒	17	⇒	17
16	⇒	17	⇒	17	⇒	17
17	⇒	17	⇒	17	⇒	17

Notes:

- *These charts depict vertical guide movement (due to years of experience in the District); they do not depict lateral guide movement (due to accumulation of graduate credits).*
- **Please note that with regard to the MA+45 column, only those steps that are shaded shall apply; refer to Article V.7 for eligibility to move to the MA+45 column.**

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SCHEDULE E

SCHEDULE OF ANNUAL PAYMENT FOR DESIGNATED EXTRA-CURRICULAR ACTIVITIES FOR THE SCHOOL YEARS 2015-2016, 2016-2017 and 2017-2018

		2015-2016	2016-2017	2017-2018
Interscholastic Coaches	100%	\$2,902.23	\$2,945.76	\$2,989.95
Drama Advisor	100%	\$2,902.23	\$2,945.76	\$2,989.95
Drama Club Set Design	100%	\$2,902.23	\$2,945.76	\$2,989.95
Yearbook	100%	\$2,902.23	\$2,945.76	\$2,989.95
Middle School Newspaper Advisor	100%	\$2,902.23	\$2,945.76	\$2,989.95
Assistant Track Coach	60%	\$1,741.33	\$1,767.45	\$1,793.96
Outdoor Education Stipend	60%	\$1,741.33	\$1,767.45	\$1,793.96
Athletic Coordinator	50%	\$1,451.11	\$1,472.88	\$1,494.97
Student Council Advisor	50%	\$1,451.11	\$1,472.88	\$1,494.97
Junior National Honor Society	50%	\$1,451.11	\$1,472.88	\$1,494.97
Safety Patrol	45%	\$1,306.00	\$1,325.59	\$1,345.47
Intramural Coaches	45%	\$1,306.00	\$1,325.59	\$1,345.47
Choral Music	45%	\$1,306.00	\$1,325.59	\$1,345.47
Instrumental Music	45%	\$1,306.00	\$1,325.59	\$1,345.47
Evening Art Exhibit	25%	\$725.56	\$736.44	\$747.49
Eighth Grade Trip Coordinator	20%	\$580.45	\$589.16	\$598.00
Eighth Grade Graduation Coord.	15%	\$435.33	\$441.86	\$448.49
Overnight Supervision (per evening)	N/A	\$138.69	\$140.77	\$142.88
Track Meet Assistant (per meet)	N/A	\$77.79	\$78.95	\$80.13
A.M./P.M. Supervision (per Hour)	N/A	\$38.03	\$38.60	\$39.18
or 25 Minute Session (A.M. at TBD)	N/A	\$15.84	\$16.08	\$16.32
or 20 Minute Session (P.M. at TBD)	N/A	\$12.67	\$12.86	\$13.05
or 15 Minute Session (CDW)	N/A	\$9.51	\$9.65	\$9.79
Lunchtime Supervision (per hour)	N/A	\$38.03	\$38.60	\$39.18
or 25 Minute Session(TBD)	N/A	\$15.84	\$16.08	\$16.32
or 30 Minute Session(CDW)	N/A	\$19.03	\$19.32	\$19.61
Detention Duty (per 40 Minute Session)	N/A	\$25.00	\$25.38	\$25.76