

AGREEMENT

Between

TENAFLY BOARD OF EDUCATION

and

TENAFLY EDUCATION ASSOCIATION
On Behalf of Custodial and Maintenance Employees

for the period
July 1, 2004 to June 30, 2007

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AGREEMENT

This Agreement entered into this 22nd day of June, 2004, by and between the Board of Education of Tenafly, Bergen County, New Jersey (hereinafter called the "Board") and the Tenafly Custodial and Maintenance Association (hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. Recognition of the Association

1. The Board hereby recognizes the Association as the exclusive representative of all full-time custodian and maintenance employees, whether currently under contract or on specified and approved leave, for the purpose of collective negotiations concerning the terms and conditions of employment of such custodian and maintenance employees, as provided for and pursuant to the provisions of the N.J. Employer-Employee Relations Act.
2. The term "Employee(s)" as used in this Agreement refers to all custodian and maintenance employees of the Board represented hereunder by the Association.
3. The following employee is not included within the terms of this Agreement: Supervisor of Buildings and Grounds.
4. The Association agrees to furnish the Board with a list of officers and appropriate signed authorizations for the Association to represent said members.

B. The Board's Status

1. The Association recognizes the Board as the public agency charged by the legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Tenafly of a thorough and efficient system of free public schools.
2. The Board hereby retains and reserves unto itself without limitations, other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred

upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.

3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and provisions of this Agreement and the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE II

NEGOTIATION PROCEDURE

The Board and the Association agree to meet at reasonable times and negotiate in good faith with respect to terms and conditions of employment, in accordance with the provisions of the N.J. Employer-Employee Relations Act. This Agreement shall not be amended or modified in any way, whatsoever, except by written agreement. This Agreement represents and incorporates for the duration of the Agreement the complete and final understanding and settlement between parties on all issues which were subject to negotiations.

ARTICLE III

EMPLOYEE RIGHTS

- A. The Board and the Association agree that every Employee shall have the right to freely form, join and assist in any employee organization or to refrain from any such activity.

If space is available in Adult School classes, custodians/maintenance employees may take relevant courses without charge upon approval of the Superintendent. Other relevant courses or workshops will be paid for by the Board upon approval of the Superintendent.

ARTICLE IV

ASSOCIATION RIGHTS

A. Association Rights and Privileges

1. The Board agrees that the Association shall have the right to use school buildings at reasonable hours for meetings, provided the Principal of the building involved be given reasonable advance notice and approves the request on the Use of Building form using the general guidelines and that there is no conflict with school operations.
2. Officers of the Association shall have the right to transact official business on school property at reasonable times provided this does not interfere with school operations and the performance of their own duties.
3. The Association shall have the right to make reasonable use of the inter-school mail system for distribution of Association materials provided this does not interfere with school operations and the building Principal has been given a copy of the materials at the time of distribution.
4. The Association shall have the right to use the bulletin board in the custodial area. The location and size of such bulletin board shall be agreed upon with the respective building Principal. Copies of all materials to be posted on such bulletin board shall be given to the building Principal and the Supervisor of Buildings and Grounds at the time of distribution and posting.
5. The Board agrees that the members of the Tenafly School community are professionals and must continually refine their knowledge and skills. To that end, the Board shall direct the administration to plan appropriate, systematic and on-going in-service training for custodians and maintenance staff.

B. Association Studies

The Association shall furnish to the Board copies of all pertinent studies, surveys and lists which would assist the Board in making decisions.

ARTICLE V

SICK LEAVE

A. Cumulative Sick Leave

1. All Employees who are employed on a twelve (12) month basis shall be awarded each work year fifteen (15) days as sick leave credit. Such sick leave credit shall be accumulated with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. 18:A30-1 et seq.
2. All Employees who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated. When sick absence exceeds five (5) consecutive work days or less than five (5) days if there is evidence of possible abuse of sick leave, and the employee is given advance notice, the employee shall upon his/her return to work submit to the supervisor of Buildings and Grounds a doctor's certificate which confirms the employee's illness and that the employee is capable of resuming his/her duties and responsibilities.
3. An Employee starting employment after the beginning of the work year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract.
4. No Employee shall lose or add to his or her previously accumulated days of sick leave by reason of having been granted leave of absence by the Board of Education. Accumulated sick leave credit is automatically dropped when an employee fails to return from such leave of absence, and also when the employee's services are terminated for any reason.
5. If an Employee uses sick leave benefits for reasons other than those for which sick leave is intended, such Employee shall be subject to dismissal.
6. Employees shall be given a written accounting of accumulated sick leave days as soon as practical after June 30 of each work year, but no later than September 30. Such accounting shall be deemed to be accurate unless the Employee challenges its accuracy in writing within ten (10) days after the date of its issuance.

B. Unused Sick Leave

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

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

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

C. Required Medical Examinations

1. The Board agrees to provide any and all physical or health examinations the Board may require free of expense to all Employees except for X-rays. If, in the course of the premium year, the Rider J benefits for an Employee and the Employee's family have been exhausted, the charge for any additionally required X-ray of the Employee will be reimbursed by the Board. In the event that an Employee's Rider J benefits are exhausted in the course of the premium year, and the Board has required X-ray paid for by Rider J, the Board shall reimburse the Employee for the cost of the X-rays which were required by the Board.

2. If the Employee chooses to decline the services of any licensed practitioner designated by the Board, he/she may select any licensed practitioner, approved by the Board, in which case the cost of such physical or health examination shall be borne by the Employee.

ARTICLE VI

TEMPORARY AND EXTENDED LEAVES OF ABSENCE

A. Anticipated Disability Leave (Including Maternity Leave)

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

performance of said Employee has substantially declined from that performance demonstrated by said Employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability. The Board may require any Employee desiring to continue in the performance of his/her duties during the period preceding an anticipated disability to submit to the Board, upon the request of the Board made not more than once per month, a certificate from his/her physician certifying that said Employee is able satisfactorily to continue to perform his/her duties.

4. The Employee requesting a leave under the provision of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
5. The Board shall have the right to require any Employee who has been on disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his/her physician stating that he/she is capable of resuming his/her duties.
6. Whenever, in the opinion of the Board, the dates of the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school, the requested dates may be changed by the Board if, in the opinion of the school medical inspector, such change is not medically contra-indicated.
7. An Employee who has undergone hospital confinement shall be expected to resume his/her duties within fifteen (15) days of the date of discharge from the hospital; provided, however, that such resumption of duties is not medically contra-indicated; and provided, further, that said Employee submit a certificate from his/her physician certifying that said Employee is able satisfactorily to resume the performance of his/her duties.
8. Where a disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons under application by the Employee to the Board accompanied by a certificate from the Employee's physician as to the advisability of such extension or reduction. Such extensions or reductions shall be granted by the Board for additional reasonable period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or

reduction substantially interferes with the administration of the school and provided that such change by the Board is not medically contra-indicated. All extensions of such leaves shall in any event be subject to the provision of N.J.S.A. 18A:30-1 et seq. and specifically N.J.S.A. 18A:30-7.

B. Military Leave

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

C. Other Leave

1. Absences during any one work year for the following reasons, which are not chargeable against an Employee's accumulated sick leave, shall be allowed with full pay, except as otherwise provided, and subject to the limitations set forth in this Article:
 - a. Quarantine. Absence of an Employee from work on account of being quarantined by a Board of Health because of the contagious illness of a third party.
 - b. Jury Duty. Required absence of an Employee by reason of required jury duty, except than an Employee serving on required jury duty shall receive the regular per diem contracted salary less any monies received for service for jury duty.
 - c. Legal Proceedings. Required absence of an Employee by reason of any legal process for which the Employee's attendance is required as

a result of the Employee's status as an employee of the Board provided, however, that no salary shall be paid to an Employee for time spent in Court, or before an administrative agency, or in connection with any legal proceeding in any case involving an action instituted by an Employee against the Board; and further provided that time spent in Court, or before an administrative agency, or in connection with any legal proceeding, in any case instituted by an Employee against the Board, shall be without pay.

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

- d. Serious Illness or Injury in Immediate Family. For no more than a total of five (5) work days per year, for serious illness or injury to a member of the Employee's immediate family, i.e., husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner as defined by NJSA 26:8A-10, or any other relative, provided such other relative lives with the Employee's immediate household. Within five (5) work days after returning to work, the Employee shall file with the Superintendent a physician's certificate or sufficient explanation showing that the absence was for said reason. Unsubstantiated absences shall result in full deduction of pay.
- e. Death in Immediate Family. For no more than a total of five (5) work days per work year for death in the Employee's immediate family, as defined previously in this Article, which for purposes of this Paragraph shall also include grandchildren.
- f. Death of Friend or Relative. For no more than one (1) work day per work year for death of a friend or of a relative outside of the Employee's immediate family.

D. Personal Leave

1. An Employee's absence from work for personal or business reasons when not in excess of a total of three (3) work days during the work year for those with less than twenty (20) years of service in Tenafly, or a total of four (4) work days during the work year for those with twenty (20) or more years of service in Tenafly shall be granted without loss of pay.
2. An Employee's reason for such leave shall be stated in writing in advance to the Supervisor of Buildings and Grounds through the building Principal except when extenuating circumstances do not permit advance notification.
3. The exact reason shall be stated unless the reason is considered very personal by the Employee, in which case the word "Personal" may be used.
4. Additional days, beyond those days allowed, may be granted at the discretion of the Superintendent.

Any such additional personal leave granted at the discretion of the Superintendent shall be full pay.
5. Personal day requests for the day immediately preceding or immediately following a vacation or school holiday will be considered only under exceptional circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools.
6. Personal days shall not be used on any days that school is rescheduled to make up an emergency closing if the personal days are used for vacation purposes.

E. Leave Without Pay

The Board, may, in its discretion, upon recommendation of the Superintendent, grant a leave of absence without pay to any Employee for a period of up to one (1) year for good and sufficient reason. Application for such leave shall be made to the Superintendent on or before November 15 of the work year preceding the year for which the leave is being sought. Exceptions, in the case of applications made after November 15 of said work year, may be made at the discretion of the Superintendent in cases of emergency.

2. An Employee on leave without pay shall report to the Superintendent on or before April 1 of the year of leave his or her intention to return to duty at the start of the

3. following year. The Board shall have the right to transfer or reassign any Employee, upon reinstatement, within such Employee's job classification as though such Employee had remained at all times in active service.

During such leave, an Employee shall not be eligible for credit on the salary guide or any other benefits provided by this Agreement.

ARTICLE VII

INSURANCE

A. Health Insurance

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

ARTICLE VIII

CREDIT UNION AND TAX SHELTERED ANNUITY

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

ARTICLE IX

STRIKES - LOCKOUTS

No lockout of Employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any form of strike. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event that legislation is enacted legalizing public employee strikes, the provisions of this Article shall be null and void, and of no further force and effect.

ARTICLE X

NON-WAIVER CLAUSE

The failure of either party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right thereafter to insist upon performance of that or any other provisions of this Agreement.

ARTICLE XI

EVALUATION PROCEDURE

1. Each Employee shall receive a written evaluation at least once a year.
2. If, at an evaluation conference, the Employee and such person as shall be designated by the Superintendent agree that there has been an oversight or a mistake of fact in connection with any evaluation, such evaluation shall be rewritten, at said conference, to correct the agreed upon oversight or mistake of fact.
3. The Employee shall have ten (10) days after the conference to prepare a written response to the evaluation if he/she so desires. Such written responses shall be attached to, and noted upon, the evaluation.
4. The evaluation process for all Employees shall be completed by May 15.

ARTICLE XII

VACATIONS

All Employees are entitled to vacations on the following basis:

A. Vacations

1. Less than one full year -- One work day per month, not to exceed ten (10) days.
2. One through five years -- Ten (10) work days.
3. Six through ten years -- Fifteen (15) work days.
4. Eleven years or more -- Twenty (20) work days.
5. Such allowable vacation absence shall be taken after consultation with the Employee and approval by the appropriate supervisor. All vacation dates shall be so arranged as not to interfere with the operation of the schools.
6. Years of employment, for the purpose of calculating and ascertaining entitlement to vacation benefits, shall be determined and computed from the initial date of hire to the anniversary date thereof.

B. Application

1. Vacation preference sheets shall be distributed by April first and returned by April fifteenth, and Employees notified by May fifteenth of the assigned vacation periods.
2. If a legal holiday occurs during an Employee's vacation period, a day will be added to the vacation period. This day should be taken at the beginning or end of the authorized vacation period and not at an isolated time.
3. A regular full-time Employee whose employment is terminated before the end of the work year shall be entitled to receive pay for vacation days for which the Employee is eligible. However, if with special permission, the Employee has

taken vacation in advance of the regular vacation period, a salary adjustment will be made at the time of final payment for vacation not earned.

4. If a regular pay day falls during an Employee's vacation, the Employee will receive a salary check before going on vacation, except at the end of the work year.

ARTICLE XIII

DESIGNATED DAYS OFF

Every custodial/maintenance employee will be given 13 days off with pay each year. The Superintendent or his designee will post a list of (a) assigned days off and (b) a list of optional days off from which the 13 designated days will be taken when appropriate. The choice of the optional days off when appropriate will be with the concurrence of Supervisor of Buildings and Grounds and the Principal of the Building.

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

ARTICLE XIV

JUST CAUSE

No Employee shall be disciplined, reprimanded, reduced in rank or compensation or terminated without just cause.

ARTICLE XV

SENIORITY

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

ARTICLE XVI

GRIEVANCE PROCEDURE

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

B. Definition of Terms

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

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

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

C. Time Limits

1. The number of days indicated on each level shall be considered as a maximum. The time limits specified may, by mutual agreement, be enlarged or reduced.
2. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the Grievance in question.
3. In the event a Grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the work year, and, if left unresolved until the beginning of the following work year, could result in irreparable harm to a Party of Interest; the time limits set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

D. Levels of Procedure

1. Level One (Supervisor of Buildings and Grounds) -
Step One:

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

Step Two:

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

2. Level Two (Superintendent's Level):

If the Aggrieved Person is not satisfied with the disposition of the Grievance at Step Two of Level One, the Aggrieved Person may, within three (3) work days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the respects in which the Aggrieved Person disagrees with the decision at Step Two of Level One and the action requested to be taken by the Superintendent. If the appeal is not timely filed in writing with the Superintendent, the matter shall be orally discussed between the Superintendent or his designee and the Aggrieved Person. The Aggrieved Person and the Superintendent or his designee shall, at the conclusion of such oral discussion, execute a form acknowledging such discussion. The Superintendent or his designee shall communicate his decision in writing to the Aggrieved Person within fifteen (15) work days after the conclusion of said oral discussion. If the Superintendent or his designee fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Aggrieved Person may proceed to the next Level of the Grievance Procedure.

3. Level Three (Board Level):

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

4. Level Four (Arbitration Level):

If any Grievance is not resolved at Level Three, the Association may, within ten (10) work days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the Grievances to binding arbitration as

hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

5. Arbitration Procedures:

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

Level Three shall be final and the matter closed.

- b. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearing, or from the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation of, the application of, or the compliance with, the provisions of this Agreement, and the arbitrator shall have no authority to in any way alter, modify, substitute, change, add to or delete from any of the terms of this Agreement, and the arbitrator shall, in interpreting, applying, or making a determination as to compliance with, the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the

hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

E. Rights of Employees to Representative

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

F. Miscellaneous

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

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

ARTICLE XVII

SALARIES

A. Progression Along the Pattern of Increase

1. The Board expressly reserves the right to withhold, for inefficiency or other just cause, all or part of a Salary Increase.
2. In the event that the Board exercises its right to withhold for inefficiency or other good cause any Salary Increase or portion thereof, the Board does hereby agree to employ the following procedures:
 - a. The Principal, in consultation with the Supervisor of Buildings and Grounds and Assistant Superintendent/Board Secretary, shall forward any recommendation to withhold an Employee's Salary Increase or any portion thereof to the Superintendent no later than April 15 of the work year

preceding that in which such action would take effect. The Principal, in consultation with the Supervisor of Buildings and Grounds and the Assistant Superintendent/Board Secretary shall give to the Employee against whom the recommendation shall be made written notice of the alleged cause or causes for the recommendation.

- b. Once a recommendation is forwarded to an Employee and the Superintendent, the Employee may within ten (10) work days request in writing an opportunity to meet with the Superintendent or designee. In the event such a meeting is requested, the Superintendent shall take no action on the recommendation until said meeting occurs.
- c. Whenever the Superintendent recommends that the Board withhold a Salary Increase or portion thereof, the Employee to be so deprived shall be given written notice of such recommendation.
- d. If, following such recommendation by the Superintendent, such Employee desires to pursue the matter further, arrangements shall be made to afford said Employee reasonable opportunity to appear before the Board and to be accompanied by a representative of his/her own choosing. In order to have such an opportunity, such Employee must, within ten (10) work days after receipt of written notice of the Superintendent's recommendation, request in writing such a meeting with the Board. The meeting between such Employee and the Board shall not constitute a plenary hearing.
- e. The Board shall be given a reasonable opportunity, following said meeting, to deliberate. If the resultant action of the Board is to withhold a Salary Increase, the Board shall, within ten (10) work days after said meeting, give such written notice of such action, together with the reasons therefore to the Employee concerned.

- B. The salaries of Employees for 2004-05 shall be set forth in Schedule "A", for 2005-06 in Schedule "B", and for 2006-07 in Schedule "C" attached hereto.
- C. A separate salary schedule for each category shall apply to a custodian assigned to light duty. The light duty salary schedule will be effective for each affected employee one year from the date of the beginning of light duty.

Light duty custodians may be required to have a physical evaluation every 90 days, or sooner, if circumstances warrant. The school district will pay for the physical by the physician of the district's choice. Light duty shall normally exclude such duties as snow

shoveling, climbing on roofs or lifting substantial weight, as well as any other limitations recommended by the school physician.

Placement on the light duty schedule may be waived in any work year upon approval of the Superintendent of Schools. No waiver shall act as a past practice in any subsequent year. Approval by a physician designated by the Board of Education is required in order for a custodian on the light duty salary schedule to return to a regular salary schedule.

ARTICLE XVIII

WORK HOURS - FOR FULL-TIME EMPLOYEES

For the period from July 1, to June 30, except in emergency situations, work hours shall be as follows:

1. The work day shall consist of eight (8) hours exclusive of a designated lunch/supper break, which shall be of a duration of not less than a total of thirty (30) minutes.
2. The work week shall consist of forty (40) work hours.
3. There shall be two (2) uninterrupted relief periods within the building of fifteen (15) minutes each, one in the first four (4) hours and one in the remaining four (4) hours, scheduled so as not to interfere with school operations.
4. Work schedules for all Employees shall be posted in each building and a master copy of file with the Supervisor of Buildings and Grounds. Such schedules shall indicate starting and ending times.
5. Overtime is to be paid at time and one-half or double time, as provided below, only for actual work time in excess of forty (40) hours in any one work week.
6. Overtime shall be assigned by the Supervisor of Buildings and Grounds and/or designee in an equitable manner and as determined necessary for the efficient operation of the school system.

When feasible, such assignments of overtime for regularly scheduled events shall be made two (2) weeks in advance.

Assignments shall be determined without reference to the number of hours of straight time worked during the week in question.

7. An overtime rate of time and one-half shall apply to all overtime except for snow removal on designated holidays or Sundays, which shall be at a double time rate.
8. Employees called back and required to work in addition to their regularly scheduled shift for any purpose (call back time) shall be guaranteed a minimum of two (2) hours' work at the appropriate overtime pay rate, except for snow removal, which shall be at three (3) hours.

9. For the purpose of determining overtime, holidays shall count as actual work time of eight (8) hours.
10. Overtime shall be paid monthly in a separate check.

ARTICLE XIX

FILLING OF VACANCIES

All notices of vacancies within the unit shall be posted on all departmental bulletin boards at least ten (10) working days before the closing date for applications. A copy of such notice shall also be sent to the Association Secretary.

ARTICLE XX

UNIFORMS AND EQUIPMENT

The Board shall provide three (3) sets of uniforms each year consisting of three (3) shirts and three (3) pants, which uniforms shall be worn by Employees at all times when on duty. These uniforms shall be distributed on or before September 1 of each year, and, in the case of probationary Employees, shall be ordered within thirty (30) days of the conclusion of the probationary period.

The Board shall also make available for use by Employees when necessary appropriate raingear, safety glasses, ear protectors and dust masks. The Board shall reimburse each member of the custodial/maintenance staff for up to one pair of steel-toed safety shoes per year, not to exceed \$100.00 for the 2004/2005 and 2005/2006 school years and \$110 for the 2006/2007 school year.

ARTICLE XXI
REPRESENTATION FEE

A. Purpose of Fee

If a custodial or maintenance employee (hereinafter "employee") does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

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

C. 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 B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin sixty (60) days after the Employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If any Employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

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

ARTICLE XXII

MILEAGE ALLOWANCE

Maintenance Employees required to regularly use their vehicles in the performance of their job duties shall be given a stipend in the amount of \$1,700 per year, which stipend shall be paid in two (2) equal installments. All other Employees, including custodians and those maintenance Employees who are not required to regularly use their vehicles, shall be paid at the Internal Revenue Service rate when required by a supervisor to use their vehicle.

ARTICLE XXIII

PROBATIONARY PERIOD

New Employees shall serve a probationary period of sixty (60) days duration. A contract shall be in effect from the first day of employment including all benefits available to non-probationary Employees, except those for which the Board must make application. Said application shall be made immediately.

During the probationary period, a probationary Employee may be discharged by the Board without notice or cause, which discharge shall not be subject to arbitration.

ARTICLE XXIV

RIGHT TO REPRESENTATION

Whenever any Employee shall be required to appear before any supervisor or administrator, or before the Board or any committee or member thereof, in connection with an investigatory interview which may result in the imposition of discipline or which may otherwise adversely affect the employment status of the Employee, including the continuation of employment, or the salary of the Employee, said Employee shall be notified in writing in advance of the investigatory interview, given the reason or reasons for such investigatory interview and has the right to request that a representative of the Association be present to advise him during such investigatory interview. This paragraph shall not be deemed to apply to evaluation conferences conducted pursuant to paragraph XI of this Agreement.

ARTICLE XXV

FAIR DISMISSAL PROCEDURE

- A. **Date**
On or before April 30 of each year, the Board shall give to each Employee continuously employed since the preceding September 30 either:
1. A written offer of a contract for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 2. A written notice that such employment shall not be offered.
- B. **Reasons**
Any Employee who receives a notice of non-employment may with five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the Employee in writing within five (5) days after receipt of such request.
- C. **Hearing**
Any Employee who has received such notice of non-employment and statement or reasons shall be entitled to a hearing before the Board, pursuant to the procedures set forth in Article XVI, A, 2, d and e.
- . The provisions of this Article shall not apply to the dismissal of Probationary Employees.

ARTICLE XXVI

PRINTING OF THE AGREEMENT

The cost of printing the duly executed written Agreement by and between the parties shall be borne equally by the parties except that in no event shall the cost exceed \$200.00 for each party.

ARTICLE XXVII

DURATION OF THE AGREEMENT

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

ARTICLE XXVIII

SEPARABILITY

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and inoperative to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

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

TENAFLY BOARD OF EDUCATION

**TENAFLY CUSTODIAL AND
MAINTENANCE ASSOCIATION**

President

President

Secretary

Chief Negotiator

SCHEDULE "A"
CUSTODIAL SALARY GUIDE
2004-2005

STEP	A	B	C	D
1	30212	33245	36952	46162
2	32908	35773	38749	49251
3	35889	38367	41717	52882
4	38321	40290	43923	56055
5	44212	45775	49211	61720

LIGHT DUTY SCHEDULE
2004-2005

STEP	A	B	C	D
1	24570	27090	30150	37620
2	26820	29160	31590	40140
3	29250	30690	33480	42480
4	31316	33030	36000	45450
5	33840	35100	37800	47790

Item Nos. 1 through 10 of the General Provisions of Schedule "A" apply also.

GENERAL PROVISIONS

1. Column A includes Employees designated as regular Custodian or Groundsperson.
2. Column B includes Employees designated as Elementary Head, Middle School Head, and High School Head.
3. Column C includes Employees designated as General Maintenance and Painter.
4. Column D includes Employees designated as Maintenance Mechanic.
5. Elementary Head Custodian receives the following above the appropriate step on Column B:

July 1, 2004	\$ 800
July 1, 2005	\$ 900
July 1, 2006	\$1,000
6. The Middle School Head Custodian receives \$3890 above the appropriate step on Column B.
7. The High School Head Custodian receives \$5170 above the appropriate step on Column B.
8. Regular Custodians assigned to the 3rd shift receive \$130 above the appropriate step on Column A.
9. Any Employee possessing a current "Black Seal" low pressure license receives \$500 above his/her appropriate step on the salary column. A newly-hired employee must obtain a "Black Seal" license within one (1) year of the date of hire.
10. Any new Employee shall not be placed above Step 2 of the appropriate column.
11. The following new positions are established:

<u>Second Shift Custodian Foreman</u>	
July 1, 2004	\$1,000 above appropriate step
July 1, 2005	\$1,100 above appropriate step
July 1, 2006	\$1,200 above appropriate step
 <u>Grounds Foreman</u>	
July 1, 2004	\$1,000 above appropriate step
July 1, 2005	\$1,100 above appropriate step
July 1, 2006	\$1,200 above appropriate step

**SCHEDULE "B"
CUSTODIAL SALARY GUIDE
2005-2006**

STEP	A	B	C	D
1	31118	34242	38061	47547
2	33895	36846	39911	50729
3	36966	39518	42969	54468
4	39471	41499	45241	57737
5	45427	47032	50562	63340

**LIGHT DUTY SCHEDULE
2005-2006**

STEP	A	B	C	D
1	\$24,570	\$27,090	\$30,150	\$37,620
2	26,820	29,160	31,590	40,140
3	29,250	30,690	33,480	42,480
4	31,316	33,030	36,000	45,450
5	33,840	35,100	37,800	47,790

Item Nos. 1 through 10 of the General Provisions of Schedule "A" apply also.

**SCHEDULE "C"
CUSTODIAL SALARY GUIDE
2006-2007**

STEP	A	B	C	D
1	31915	35119	39035	48764
2	34763	37789	40933	52027
3	37912	40530	44069	55863
4	40481	42561	46399	59215
5	46517	48161	51776	64860

**LIGHT DUTY SCHEDULE
2006-2007**

STEP	A	B	C	D
1	\$24,570	\$27,090	\$30,150	\$37,620
2	26,820	29,160	31,590	40,140
3	29,250	30,690	33,480	42,480
4	31,316	33,030	36,000	45,450
5	33,840	35,100	37,800	47,790

Item Nos. 1 through 10 of the General Provisions of Schedule "A" apply also.

TENAFLY PUBLIC SCHOOLS

ACKNOWLEDGMENT FORM

LEVEL ONE - (Informal Building Level)

DATE _____

TIME _____

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

Signature of Aggrieved Person

Signature of appropriate
Principal or Immediate Supervisor

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

**TENAFLY PUBLIC SCHOOLS
GRIEVANCE FORM**

LEVEL ONE - Step Two (Formal Building Level)

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

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-DISCUSSION DATE _____

LEVEL ONE-DEPOSITION DATE _____

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

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

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

RELIEF SOUGHT:

SIGNED _____ DATED _____

DETERMINATION:

SIGNED _____ DATED _____

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

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

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL TWO (Superintendent's Level)

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

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL ONE-STEP TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE FORM

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

RELIEF SOUGHT:

SIGNED _____ DATED _____

DETERMINATION:

SIGNED _____ DATED _____

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

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

TENAFLY PUBLIC SCHOOLS

GRIEVANCE FORM

LEVEL THREE (Board Level)

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

AGGRIEVED PERSON _____ DATE SUBMITTED _____

POSITION _____ SUBMITTED TO _____

SCHOOL _____ LEVEL TWO DISPOSITION DATE _____

ATTACH COPY OF COMPLETED LEVEL ONE AND LEVEL TWO FORMS

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

RELIEF SOUGHT:

SIGNED _____ DATED _____

DETERMINATION:

SIGNED _____ DATED _____

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

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