

**AGREEMENT
BETWEEN
GARWOOD BOARD OF EDUCATION
AND
GARWOOD EDUCATION ASSOCIATION**

July 1, 2024 – June 30, 2027

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PREAMBLE

This Agreement is entered into between the **Garwood Board of Education** (hereinafter referred to as the **"Board"**) and the **Garwood Education Association, Inc.** (hereinafter referred to as the **"Association"**).

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Garwood Education Association as the exclusive and sole representative for collective negotiations concerning a grievance procedure and terms and conditions of employment for all full-time and part-time certified teachers, child study team members, speech therapists, guidance counselors, and nurses employed by the Board, but excluding:
1. Substitute teachers and substitute nurses;
 2. Custodial and maintenance employees;
 3. Paraprofessionals;
 4. Secretaries and clerks;
 5. Principals;
 6. Board Secretary/Business Administrator;
 7. Supervisor of Special Services; and
 8. Technology Coordinator.
- B. Terms and conditions of employment for part-time teachers and nurses; all provisions of the collective bargaining agreement shall apply to these unit members except that:
1. Salaries are to be pro-rated for time worked, but paid in accordance with the salary guide;
 2. Employees who work less than 20 hours per week are not covered by contractual Insurance benefits; and
 3. Hours are to be set by the Board of Education within the contractual workday.
- C. The term "teacher" as used in this Agreement shall refer to certified teachers, child study team members, speech therapists, guidance counselors, and nurses only, unless otherwise specifically indicated.
- D. References to male teachers shall include female teachers, unless specifically noted otherwise. Any reference to gender shall be construed to apply equally to persons of either gender, unless specifically noted otherwise.

ARTICLE II NEGOTIATIONS PROCEDURE

- A. An Association-Board committee designated by each group shall meet to negotiate a successor Agreement to this Agreement in accordance with the following procedure:
 - 1. Both the Board and the Association committees shall be empowered to negotiate in good faith and reach conclusions on terms and conditions of employment. Final conclusions shall all be submitted for ratification and approval to the entire Board and Association.
 - 2. All agreements shall be reduced to writing in contractual form and presented to the negotiating committees of the Board and the Association for preliminary approval.
After agreements have been preliminarily approved by both negotiating teams, the agreements shall be submitted as a package to the Board and the Association for final approval.
- B. Meetings regarding a successor Agreement shall commence according to the timetable established by the Public Employment Relations Commission.
- C. The Board and the Association agree to meet as frequently as may be necessary at mutually agreeable times and places to be determined by respective chairpersons in an effort to reach agreement on terms and conditions of employment.
- D. At the first session of each round of negotiations, the Board and Association committees will meet to establish ground rules, which will include the procedures to govern negotiations meetings and proposal exchanges.

ARTICLE III GRIEVANCE PROCEDURE

- A. The term "grievance" means a complaint of any employee, or group of employees, or Association, that there has been inequitable, improper, or unjust applications, interpretation or violation of a policy, agreement, or administrative decision affecting said employee or group of employees.
- B. An aggrieved employee, or group of employees, or the Association, shall institute action under D.1. within twenty (20) school days of the occurrence complained of. Failure to act within said twenty (20) school days shall be deemed to constitute an abandonment of the grievance.
- C. In the presentation of a grievance the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

D. Steps of the grievance procedure the following constitutes the sole and exclusive methods through administrative procedures for resolving grievance between the parties covered by this Agreement.

1. A grievance shall be discussed first with the principal or appropriate superior in its informal stage. If, as a result of the discussion, no action is taken within five (5) school days or if the appropriate superior indicates that no action will be taken to satisfy the aggrieved's complaint, then the aggrieved will set forth the grievance, in writing, and request that within five (5) school days a written response be forthcoming giving the reasons for not satisfying his complaint.

The written grievance shall include the following information:

- a. the name of the grievant or grievants;
 - b. the specific contract clause or Board policy alleged to have been violated;
 - c. the facts giving rise to the grievance, including the date of the incident giving rise to the grievance; and
 - d. the remedy sought.
2. Within five (5) school days of receiving the written response required in D.1., the aggrieved may appeal the decision to the Superintendent. The Superintendent shall meet with the aggrieved and respond within five (5) school days, in writing, to the aggrieved complaint.
3.
 - a. If the aggrieved is not satisfied with the Superintendent's response he/she shall file, within five (5) school days of receiving the response, a written appeal to the Board of Education.
 - b. The Board will issue a written response to the grievance within thirty (30) calendar days of receiving the appeal. The Board at its option may hold a Hearing with the grievant during this period of time.
 - c. If the response from the Board is not satisfactory, or if the Board shall affirm the decision of the Superintendent of Schools by refusing to hold a grievance hearing, the aggrieved may, if supported by the Association, or on his own, within fifteen (15) calendar days notify the Board that he is requesting arbitration of the grievance.
 - d. The following procedure will be used for the securing of an arbitrator and processing of the grievance.
 - (1) A request will be made to the Public Employment Relations Commission (P.E.R.C.) for a list of arbitrators. The parties shall be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.
 - (2) The parties and the arbitrator shall follow the procedures and the rules of P.E.R.C. during the hearing; however, prior to rendering his final decision, the arbitrator shall be free to offer suggestions and opinion concerning ways to resolve the dispute.

- (3) The decision of the arbitrator shall be final and binding upon the parties.
 - (4) The arbitrator shall limit himself to the issues submitted to him and consider nothing else. He can add nothing to, nor subtract anything from the Contract between the Board and the Association.
 - (5) The costs for services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring the same.
- E. During all steps of the grievance procedure the teacher and his colleagues shall continue to work under the direction of the Superintendent and administrator until such grievance is ultimately determined.
- F. Forms for filing a grievance shall be in accordance with Schedule B of the Agreement.

ARTICLE IV TEACHER RIGHTS

- A. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his professional services arbitrarily, capriciously, or without having factual information which would support such action. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth, except that the non-renewal of a non-tenured teacher's contract shall not be subject to the grievance procedure.
- B. Whenever any teacher is required to appear before the Board or any committee or member thereof, or the Superintendent of Schools or any other administrative officer in any matter that will adversely affect his/her continuation in his/her office, position or employment or his/her salary or any increment pertaining thereto, he/she shall have the right to have an Association representative of his/her choice present to advise and/or represent him/her during such meeting or interview.

The teacher shall be given at least twenty-four (24) hours of advanced written notice of the reason(s) for the meeting or interview, with a reasonable amount of time allowed for them to arrange for representation. In some cases, such as emergency situations, twenty-four (24) hours of advanced notice may not be possible.
- C. No adverse recommendation will be made by any administrator to the Board that could affect a teacher's employment, salary or increment without a prior interview with the employee concerning such recommendation. The employee shall have the right to have a representative of the Association or its affiliates present to advise and/or represent him/her at such interview.
- D. 1. The only official personnel files for the district shall be those kept in the office

of the Superintendent of Schools

2. Any teacher shall have the right to review his/her personnel file upon two school day's written notice to the Superintendent. Such review shall occur in the presence of the Superintendent or his designee.
3. The teacher shall be entitled to indicate materials which are obsolete or inapplicable and to request to have them deleted from the files.
4. The teacher may have copies made of any materials in his/her file at a cost pursuant to applicable law.
5. No correspondence about any teacher shall be placed in files unless a dated copy has been given to the teacher and he/she has been given the opportunity to attach a written response. Any such response must be submitted within five (5) school days of the day the teacher received his/her copy.

ARTICLE V BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge; (c) to relieve employees from duty because of lack of work or other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take such action as may be necessary to meet with any conditions of emergency involving health, safety, and welfare of students and employees or the preservation and protection of public property.

ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests all available public information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certificated personnel, agenda and minutes of all public board meetings, names and addresses of all unit employees, and such other information that shall assist the Association in negotiations and contract enforcement.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay.
- C. The Association and its representatives shall be permitted to transact official Association business on school property and hold meetings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; and

provided further that advanced approval is received from the Superintendent. Such approval shall not be unreasonably denied.

- D. 1. The Association shall have the privilege to use any school equipment normally used by teacher's at all reasonable times when such equipment is not otherwise in use, provided that this shall not interfere with or interrupt normal school operations, and provided further that the principal will be notified in advance. The Association shall pay for the cost of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during such use.
- 2. Materials of a political nature and materials intended for dissemination to persons not in the bargaining unit are excluded from this paragraph.
- E. The Association shall be assigned adequate space on existing bulletin boards in each faculty room for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement are intended to be granted only to the Association as the exclusive representative of the employees and are not intended to create the rights and privileges in any other employee organization.
- H. Two (2) extra preparation periods per month in addition to the daily teaching preparation periods shall be provided for the Association President.

ARTICLE VII LENGTH OF SCHOOL YEAR

- A. 1. The in-school year for teachers shall include 185 working days. This will include 180 school days in which pupil attendance is required, two (2) days prior to the commencement of the pupil's school year, two (2) in-service days during the academic year, and one (1) day following the conclusion of the pupil's school year. One (1) of the two (2) days prior to the commencement of the pupil school year will be reserved for teacher self-directed planning and preparation for the school year, and one (1) day will be for district opening meetings and/or professional development..
- 2. The two days prior to the commencement of the pupil's school year and day following the termination of the pupil's school year will be used for teacher preparations for student arrival, classroom set up, and teacher preparations for student dismissal.

- B. Prior to the Board's adoption of the school calendar, the Superintendent shall submit the proposed calendar to the Association and shall meet, upon request, with representatives of the Association to discuss the proposed calendar; however, the ultimate determination of the calendar shall be the Board's.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

- A. 1. A regular workday of seven hours shall be worked by all personnel covered by the terms of this agreement. The beginning and ending time of the regular workday shall be set by the Administration following consultation with the Association. Any change in the beginning and ending time of the regular workday shall be carried out only after consultation with the Association during which the Administration shall explain the reasons or reason which make(s) the change necessary. A minimum of six weeks notification time will be required for any such change.
2. On one (1) day per month if morning meetings are scheduled, the A.M. meeting will begin five (5) minutes after the established start time.
3. For the purposes of performing a.m. supervisory duties the Board retains the right to assign different starting and ending times for up to nine members at Lincoln School; not to deviate by more than 25 minutes from the regular starting and ending times, and in no case shall their regular work day exceed seven hours. If aides are available at teachers shall not be so assigned. Some of the nine members of the bargaining unit may be assigned to teach ESL/ ELS or BSI for 30 minutes. Procedures for the assignment of staff to these alternate starting and ending times shall be developed mutually by the administration and the Association. In the event a teacher is assigned a starting and/or ending time which requires the teacher to work more than 7 hours on a given day, the teacher will be given release time to the extent of the time worked in excess of 7 hours on a given day. If a teacher has been assigned a duty which the teacher believes has required the teacher to work more than 7 hours on a given day, the teacher shall notify the Superintendent within five working days of such fact. The release time will be assigned by the administration after the teacher and the teacher's principal have discussed the time when the release time will be given. The release time will be assigned within 20 school days of the day on which the teacher worked more than 7 hours. If such release time is not given to the teacher within said 20 school days, the teacher shall be entitled to be compensated at the rate of \$40.00 per hour effective 2021-2024. Such compensation shall be paid to the teacher not later than the second scheduled pay period after the time for payment accrues. Part-time teachers assigned a starting and/or ending time which requires them to work more than their assigned hours shall be remunerated on a pro-rated basis. Teachers whose starting and ending times are to be changed shall receive 30 days notification prior to the change.
4. Prior to the distribution of the supervisory duty schedule (lunch, AM duty) to the staff, the Principal shall meet with the Garwood Education Association

President or his/her designee to discuss Association concerns regarding the duty schedule.

5. A stipend of 1/9th of the teacher's base salary will be paid in two (2) installments for each extra teaching period beyond the contracted seven (7) hours per day. This pertains specifically for a regularly assigned, additional daily period. The stipend is applicable during the time of service. The first installment will be paid in the final December pay period. The final installment will be paid on in the final pay period for 10-month staff in June.

- B. Teachers shall be entitled to a minimum of five (5) nonteaching periods per week and, to the extent possible, they shall be scheduled to a minimum of one (1) per day. Teachers shall not be scheduled more than two (2) nonteaching periods per day. Teachers working less than five (5) full days per week shall have the number of their nonteaching periods prorated accordingly. The five guaranteed nonteaching periods shall be used for professional activities, which shall include conferences with parents, administrators and other personnel. Teachers shall be given at least twenty-four hours' notice of any time when they shall be required to use their non-teaching period for conferences with parents, administrators and other personnel, except in emergencies. Any teacher who loses a nonteaching period without 24 hour notice shall be compensated at the rate set forth in Article XV.

If a teacher's regular schedule includes more than the guaranteed five (5) non-teaching periods per week, any additional periods over the five (5) minimum periods may be assigned by the Administration due to need, if the schedule allows, for student, duty or coverage purposes. Advance notice for these periods will be provided for a scheduled/known need but is not required if notice is not possible due to absence, timing, emergency or student needs.

- C. If any teacher loses his/her minimum number of non-teaching periods per week, the teacher shall be paid at the rate set forth in Article XV for each occurrence, except in the case of a regularly assigned period as set forth in A(5) above.
- D. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending up to fourteen (14) total faculty or other professional meetings. One (1) regular meeting will be scheduled each month on a Thursday. Four (4) additional meetings may be scheduled on additional Thursdays throughout the school year at the Administration's discretion on an as-needed basis. Such meetings shall commence not later than ten minutes after the latest student dismissal time, as long as at least 90% of those staff members at work, and required to attend the meeting, are in attendance and the meetings shall run for not more than 60 minutes subject to the following exceptions:

The administration shall have the right to delay the commencement of a meeting only if ninety (90%) percent* of the teachers who are at work the day of the meeting and are required to be at that meeting are not present. If additional time is needed students shall be dismissed early. Teachers may be excused from faculty or other professional meetings subject to administrative approval.

In the event a teacher is assigned by administration to remain after the end of the regular work day, he/she shall receive compensatory time equivalent to the length of the assignment or at the employee's option, the amount set forth in Article XV.

Prior to the students' first day of attendance in September, teachers will be provided with the dates of each regularly scheduled monthly faculty meetings where attendance is required and the makeup dates (maximum of two (2) regularly scheduled dates in total/month) teachers should reserve each month in the event a faculty meeting needs to be re-scheduled. The additional four (4) faculty meetings, if needed, will be scheduled at the administration's discretion and if possible, one (1) week notice of each meeting will be provided to staff. District administration will endeavor to provide staff with an agenda for each faculty meeting to the extent known no later than the morning of the meeting.

- E. Each teacher shall have a duty-free lunch period of at least forty (40) minutes duration only so long as the District has forty minute periods. Teachers who work less than three-and-one-half (3 1/2) hours per day shall not be eligible for a duty-free lunch period.
- F. Back to School Night: Teachers shall be required to attend one "Back to School Night" sometime in the fall, the date to be determined by the Superintendent and the Association, to acquaint parents with their child's program for the new school year. This meeting shall not extend for more than three hours or beyond 10:00 pm.
- G. Evening Parent-Teacher Conference: Teachers may also be assigned without additional compensation to one evening parent conference. The evening for parent conferences shall not extend beyond three hours or beyond 9:00 pm. Teachers will not be required to attend a faculty or other professional meeting on the day the evening parent conference is scheduled.

Early dismissal days will be scheduled for both students and teachers on the day scheduled for Back To School Night and on the day scheduled for evening parent conferences.

- H. It is recognized that curriculum writing will be done by a teacher specifically employed or stipend for such purpose, but teachers will be asked to discuss and give input to the curriculum writer orally or by notation at meetings at which curriculum is discussed.
- I. Child study team members and guidance counselors may be assigned to any and all duties to which other teachers are assigned. Notwithstanding any other provisions of this Article VIII to the contrary, child study team members and guidance counselors shall not be entitled to scheduled non-teaching periods.
- J. On days when students are dismissed early teachers shall be able to leave immediately after the students except for afternoon parent conferences and the last week of school in June. Teachers will also be permitted to leave at early dismissal on Field Day, which takes place the last Friday before Memorial Day, and on graduation

day for staff who choose to attend the graduation ceremony. Those choosing not to attend graduation shall work a full day.

K. Teachers who are assigned to more than one building will be provided with twenty (20) minutes of travel time.

L. Teachers will be required to attend the eighth grade graduation ceremony. Teachers wishing to be excused from attending shall be subject to the prior approval of the Superintendent. Requests for excused absences shall not be unreasonably denied.

* If the method of determining the 90% attendance by the teachers at a faculty or other professional meeting shall result in a conflict, the parties to this contract may meet to resolve the dispute.

M. Child study team members who are required to perform CST-related tasks during the summer (i.e., attendance at meetings, student evaluations, etc.) shall be compensated at the rate set forth in Article XV. At the CST member's option, comp time shall be provided instead of payment, to be scheduled during the following school year subject to the Superintendent's approval.

N. All work assigned by the Superintendent and performed over the summer months shall be compensated at the rate set forth in Article XV.

ARTICLE IX TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their class and/or subject assignment and room assignment not later than thirty (30) days prior to said assignment.

B. A thirty (30) calendar day prior notice shall be given to any teacher to be involved in a reassignment or involuntary transfer that occurs after the opening of the school year.

C. In exceptional cases where the Administration must make a change in assignment with less than thirty (30) calendar days prior to notice to the teacher, the Superintendent or his designee will meet with the affected employee to explain why the reassignment must be effective in less than thirty (30) calendar days.

D. If possible, teachers will not be required to prepare for more than 5 subjects for each school day.

ARTICLE X TEACHER EVALUATION

A. A teacher shall be given a copy of any class visit, observation or evaluation report prepared by his evaluators at least one (1) day before a conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or

otherwise acted upon without prior conference with the teacher. No teachers shall be required to sign a blank or incomplete evaluation form.

- B. No material related to a teacher's conduct, service, character, or personality shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he had the opportunity to review such material by affixing his signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within ten (10) school days and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- C. Nothing contained herein shall be construed to detract from the Board's right to re-employ or not re-employ a non-tenured teacher in accordance with the law.

ARTICLE XI TEMPORARY LEAVES OF ABSENCE

- A. Teachers are entitled to the following non-accumulative leaves of absence with full pay each school year.
 - 1. At the discretion of the Superintendent, a teacher may receive not more than three (3) days off with pay during any school year for personal reasons, including religious holidays, and to take care of personal business which cannot be taken care of during the school day. Personal days may be taken as half days. A teacher need not submit the reason for the requested personal days to the Superintendent. Under no circumstances will a teacher be permitted personal leave in order to hold another position with pay. These personal days will not be approved for days immediately preceding or following a school observed holiday or vacation; except, where the Superintendent, in his sole discretion shall determine that the teacher demonstrates an extenuating situation. At no time will more than 20% of the teachers be permitted to be on personal leave at any one time. Absence for personal reasons will be allowed provided the absence is approved at least five (5) days in advance, except in cases of an emergency, by the Superintendent or, in the Superintendent's absence, the Principal. Teachers working less than five full days per week shall have the number of their paid leave days prorated accordingly. In the event an employee does not utilize the three (3) days allotted for personal leave, any unused leave days shall be added to the employee's accumulated sick leave days.
 - 2. Each employee shall be entitled to bereavement leave of five (5) business days from the date of the funeral or the date of death of a person in the employees' immediate family. A business day shall be defined as a standard day for conducting business which excludes weekends and public holidays. Immediate family is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, stepparent, stepchild, stepbrother, stepsister, domestic partner. Immediate family members shall also include the aforementioned relatives of

the member's domestic partner or civil union partner. One day bereavement leave shall also be granted for the death of the parent of the member's custodial minor child. Teachers shall be granted up to three (3) days of bereavement leave in the event of the death of a brother-in-law or sister-in-law. Teachers shall be granted one-day bereavement leave for the death of an aunt or uncle. In addition, teachers shall be granted one-day bereavement leave for the death of a niece, nephew, or cousin and the aunt, uncle, niece, nephew, cousin, and grandparent of the employee's spouse for a maximum of three days per year.

- B. Leaves taken pursuant to Section A shall be in addition to any sick leave to which the teacher is entitled. Personal days shall not be used for matters for which sick leave may be used.
- C. Teachers called to jury duty during the regular school year shall receive their full pay during such service minus the stipend paid to them as jurors. If an employee is called to jury duty during the regular school year he or she shall make a reasonable effort to be excused or postponed until after the school year.

ARTICLE XII SICK LEAVE

- A. All teachers employed prior to September 30 of each year of this Agreement shall be entitled to ten (10) sick leave days each year as of their first day of employment whether or not they report for duty on that day. Teachers working less than five (5) full days per week shall have the number of their sick leave days prorated accordingly. Teachers employed later than September 30 of the school year shall be entitled to one day for each full month remaining in the school year as of the date of their hire. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In cases of extended illness where all accumulated sick leave has been used, employees may apply for extended sick leave in accordance with N.J.S.A. 18A:30-6.
- C. Any teacher with at least twelve (12) years of continuous service in the Garwood school district, who retires to receive a pension from TPAF shall be compensated for all accumulated sick leave at the rate of \$50 per day to a maximum payment of \$9,000. The above compensation shall be paid to the surviving spouse, children or estate of any teacher who dies while in the employ of this district after completing twelve (12) years of continuous service. Board approved leave shall not constitute a break in service, but the time spent on the Board approved leave shall not count toward the accumulation of the 12 years of continuous service.
- D. The Board will give a \$375 non-pensionable check to each teacher with perfect attendance during each school year. The only absences that will not be considered a breach of perfect attendance are absences to attend a professional conference or meeting or absences under Article XI, A.2. (Bereavement Leave) of this Agreement or absences due to jury duty providing the teacher has requested a postponement of the service. Proof of the request for postponement shall be given to the Superintendent.

- E. In addition to the sick leave referred to in paragraph A above, each teacher shall be entitled to five days of sick leave each year to attend to the serious illness of any family member. The teacher shall notify the administration whenever family sick leave is being taken. The sick leave for family leave shall be charged against the teacher's accumulated sick leave. This family sick leave shall not be accumulated. For purposes of this paragraph E, family member shall be the teacher's spouse, child, stepchild, sibling, stepparent, foster child, parent, parent-in-law, or domestic partner. In the event that a grandparent or grandchild is a member of the household, family illness days are applicable.
- F. An employee may use up to three (3) days of the allotted sick days per calendar year for well visits to the doctor, with advanced notice, and a note from the doctor's office must be provided upon return to work.

ARTICLE XIII

MATERNITY LEAVE AND ACCOMMODATIONS RELATED TO PREGNANCY LEAVE

The Board shall grant maternity leave to any teacher upon request subject to the following stipulations and limitations.

- A. The Board may remove any pregnant teacher from her teaching duties on any of the following basis:
 - 1. Her performance substantially declines from the period preceding her pregnancy.
 - 2. Her physical condition renders her incapable of performing her assigned duties, which shall be deemed to exist if the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching.
 - 3. Any other just cause is found to exist in N.J.S.A. 18A.
- B. Maternity/Disability
 - 1. The Board shall grant a leave of absence for medical reasons and accommodations associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability, as set forth in N.J.S.A. 18A:30.1 et seq., and any other applicable law.

If any employee commences her leave at the beginning of her period of disability, she may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth.
 - 2. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) days prior to the beginning of the leave.

At the time of application, the teacher shall specify, in writing, the date on which she wishes to commence her leave and the date on which she wishes

to return to work after the birth. The Board may require any teacher to produce a certificate from the physician to support the requested leave dates. If the Board desires a second medical opinion the teacher, at her option, may obtain said opinion from the Board's physician at the Board's expense.

Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time. The Board may require any teacher to produce a physician's certificate in support of the requested change. If the Board desires a second medical opinion the teacher, at her option, may obtain said opinion from the Board's physician at Board expense or from a mutually agreed to second physician at the Board's expense.

C. Child rearing Leave

Child rearing leaves without pay shall be granted for the duration of the school year in which they commence and shall be renewed on a yearly basis, upon request, for a total of two (2) additional school years. Such leaves shall commence immediately following the

period of pregnancy disability and any statutory family leave act provisions, if requested by the teacher. Teachers on child rearing leaves shall inform the district by April 1 if they intend to return to work in September, to request another year of leave, or to resign, so that the district can make proper plans regarding staffing. The leaves may continue to the end of a semester or to the end of the school year or to any other scheduled break in the school year if requested by the teacher, provided, however, that any return other than at the beginning of a school year shall be in the sole and unreviewable discretion of the Board.

- D. Upon return from maternity leave, the teacher shall be reinstated in a position for which she is certified.
- E. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as non-renewal of employment is not based solely upon a condition of pregnancy or childbirth.
- F. Steps for adoption - any teacher adopting a child shall be granted a child rearing leave as set forth in C, D. and E. above, except that the leave shall commence upon de-facto custody of the child or earlier, if necessary, to fulfill the requirements of adoption. Requirements are to be ascertained by a legitimately recognized adoption agency or attorney involved in that adoption.
- G. An employee who suffers a miscarriage, still birth or infant death or any other compelling reason, may request an early return to duty by notifying the Superintendent of Schools, in writing, of his/her intent to return to duty. The Superintendent shall notify the employee when he/she may return to duty, in writing, within thirty (30) calendar days.

- H. Advancement on the salary guide shall be based upon the date of commencement of the maternity or adoption leave. The teacher shall be granted a full salary step if he/she works one hundred (100) days or more. Working less than one hundred (100) days shall result in no advancement on the salary guide.
- I. Leaves under this Article shall not be counted for tenure purposes except for leaves with pay for disability reasons under paragraph B.

ARTICLE XIV INSURANCE PROTECTION

- A. Subject to any contribution required by law, the Board agrees to provide insurance for the Association under the AmeriHealth 10, AmeriHealth 15, AmeriHealth NJEHP or New Jersey Employees' Health Benefits Program (SEHBP) equivalent for the following employee group only: Current employees hired prior to July 1, 2020. Any new hires hired on or after July 1, 2020 will be enrolled in AmeriHealth-NJEHP Equivalent unless they waive coverage.

Beginning July 1, 2014, new hires will be provided with single health benefit coverage until tenure is acquired, then the employee may choose from available plans.

- B. The Board may send an inquiry to each employee to determine whether that employee, either in his own name or under that of his spouse, is covered by a health benefits plan providing the same or better coverage than that provided by the Board.
 - 1. If the employee is at least equally covered elsewhere, then the employee shall elect to not be covered under the policy provided by the Board. The employee shall accept the coverage provided by the other employer of his spouse's employer.
 - 2. If, for any reason, the protection under the other policy shall no longer be available to the employee, then the employee shall give immediate notice in writing to the Board. In that event, the Board shall immediately arrange to have the employee covered according to Paragraph A of this Article.
- C. The Board agrees to provide dental insurance at a cost to the Board not to exceed \$40 per month per employee for the duration of this agreement.
- D. Effective July 1, 2017 the Board shall pay up to \$4,000 annually to any employee who waives health benefit coverage for a period of twelve (12) months, pursuant to the terms of the statute. Payment shall be made in two (2) equal installments, following a six-month waiting period unless such payment is prohibited by law.
- E. The health insurance plan shall require employees to follow applicable procedures for Mandatory Second Surgical Opinion and Pre-administration Certification/Continued Stay Review.

- F. Employees will be required to make contributions towards the insurance premiums as set forth in Chapter 78, P.L. 2011.

ARTICLE XV SALARIES AND OTHER COMPENSATION

- A. The following salary increases are inclusive of increments. Salary guides have been developed and agreed upon and are attached hereto (Schedule A).
 Effective July 1, 2021: 3.125%
 Effective July 1, 2022: 3.50%
 Effective July 1, 2023: 3.50%

Extra-curricular stipends will be increased by 3.125%, effective in the first year of the Agreement.

- B. Co-curricular Compensation 2024-2027

Description	2024-2027
Athletic Coordinator	\$3,609.38
Coaches each sport and cheerleading	\$2,655.98
Music Director	\$2,815.34
Outdoor Education Teacher	\$169.99/day
Outdoor Education Coordinator	\$254.98/day
Student Council Advisor	\$796.80
Yearbook Advisor	\$796.80
Head Teacher	\$1,343.94
Overnight Class Trip Coordinator	\$239.04/day
Overnight Class Trip Teacher	\$159.36/day
Play Director (including second day)	\$2,974.70/performance
Play Production - Up to five (5) positions	\$3,399.66
After School Clubs	\$531.20
Loss of Nonteaching Period without 24-hour notice	\$60.00/period
Loss of minimum number of non-teaching periods per week	\$60.00/period
Assignment after the regular workday	\$50.00/hour
Chaperone Rate	\$90 single event/\$120 back-to-back events
Curriculum Writing	\$55.00/hour
Community Outreach	\$55.00/hour
Home Instruction	\$55.00/hour
General Summer Work	\$55.00/hour
Summer CST Services	\$55.00/hour
Anti-Bullying Specialist	\$1,000.00

- After-school clubs shall be scheduled to consist of 10 one-hour periods.
- The Anti-Bullying specialist stipend will be prorated for a partial year of service and paid in two installments (final pay periods in December and June).

- C. Reimbursement for all teachers for the use of their own vehicles and private vehicles for school business shall be paid at the IRS rate effective when the driving occurred.
- D. Initial placement on the salary guide shall be at such point as shall be agreed to between the Board and the employee. Thereafter employees shall advance one step on the salary guide for each school year of service in the district. The Board shall provide each new hire with a copy of the current collective bargaining agreement.
- E. For the duration of this Agreement the stipend for curriculum writing shall be \$50 per hour provided, however, that the curriculum is acceptable to the Superintendent with the Superintendent to determine the number of hours per curriculum per grade level to be compensated for upon consultation with the Association President or designee.

F. **Definition**

- i. Extra-Curricular Activities: Extra-curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular workday, work week, or work year as defined in this Agreement or as established by past practice. Said extra-curricular activities and the compensation for same are set forth in Article XV of the Agreement.
- ii. Home Instruction: Home instruction shall consist of instruction, training and preparation of services to homebound students beyond the normal workday. The compensation for home instruction is set forth in Article XV.
- iii. Community Outreach: Community outreach is defined as special parent, child or community events held by the District beyond the normal workday, including events such as Parent Partnership Workshops, etc., that are not held as part of an extra-curricular activity or otherwise compensated on a separate basis. The compensation for community outreach is set forth in Article XV.

G. **Newly Created Positions**

The salary and other terms and conditions of employment for any extra-curricular activities not currently set forth in Article XV shall be subject to negotiations between the Board and the Association.

- H. Procedures for filling extra-curricular positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

- a. The qualification for the position, its duties, and the rate of compensation shall be clearly set forth.
- b. Date of Posting

When school is in session, a notice shall be posted in each school as far in advance as practicable, at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the

Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

- c. A list of responsibilities shall be provided in advance. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered to the professional background and attainments of all applicants.
 - 1. In filling such vacancies, when the Superintendent or Board of Education has determined that all other factors are substantially equal, length of time in the Garwood School District shall be the deciding factor.
 - 2. If after having made every effort, the Board is unable to employ a qualified person in accordance with the procedures set forth in Sections C-1 or C-2 above, the Board may assign a qualified teaching staff member from within the district. In-district teachers shall not be involuntarily assigned to extracurricular positions for more than one (1) consecutive year. Any such involuntary assignment shall be made on the basis of reverse seniority among the pool of qualified personnel.
- I. If an employee has satisfied the requirements for movement from one column on the salary guide to the next and presents satisfactory evidence, including an official college transcript, he/she shall have his/her salary adjusted according to the following:

<u>Transcript by:</u>	<u>Salary adjustment by.</u>
August 30	September 30
January 30	February 28

J. Longevity

Each year, after 15 years of service in the Garwood School District, the Board will pay the teacher \$250. The payments are not cumulative, i.e., the maximum annual payment to any employee, regardless of service over 15 years, will be \$250. Payment will be made with the final paycheck in June and will not be included as pensionable income.

Each year, after 25 years of service in the Garwood School District, the Board will pay the teacher \$500. The payments are not cumulative, i.e., the maximum annual payment to any employee, regardless of service over 25 years, will be \$500. Payment will be made with the final paycheck in June and will not be included as pensionable income.

ARTICLE XVI REPRESENTATION FEE

A. Representation Fee

If any 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 representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position.

3. Termination

If an 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.

4. Mechanics of Deduction and Transmission of Fees

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.

5. **Changes**

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

C. **Indemnification and Save Harmless Provision**

1. **Liability**

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. The Board gives the Association timely notice in writing of any claim, demand, suit of other form, of liability in regard to which it will seek to implement this paragraph.

2. **Exception**

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- D. The Association must provide evidence to the Board that it has a demand and return system.

**ARTICLE XVII
TUITION REIMBURSEMENT**

- A. The Board agrees to make available up to a maximum of \$12,000.00 each school year for the duration of this Agreement for graduate tuition reimbursement purposes. The maximum available amount shall be divided into three equal payment periods each year, (Summer/Fall/Spring). All unused monies shall be rolled over into the next payment period, but unused monies, if any, cannot be rolled over into subsequent fiscal years. Disbursement of monies under this Article shall be in accordance with the following regulations:

1. Teachers shall make application for graduate level tuition reimbursement, in writing, with the Superintendent on the forms provided. Applications shall be submitted no later than one (1) week after registration. Teachers are required to apply for tuition reimbursement prior to the commencement of classes whenever possible.
2. Within thirty (30) days of receipt of each application, the Superintendent shall notify the teacher, in writing, of the approval or disapproval of the application.

3. Reimbursement for graduate levels for tuition costs will be subject to the teacher receiving a minimum grade of "B" for the course or a passing grade where only a pass/fail option is offered.
 4. The maximum amount of reimbursement available to any individual teacher in any payment period shall be determined by dividing the amount of funds available by the number of credits being taken in all courses for the qualified applicants.
 5. The maximum number of graduate level credits for which reimbursement will be made to any teacher shall be (12) in any academic year.
 6. The maximum reimbursement for each graduate level credit shall be determined each year by the per credit cost on the graduate level at Rutgers, the State University. Courses taken at a lower per-credit cost shall be reimbursed at that lower per-credit cost. Courses taken at higher per-credit cost shall be reimbursed at the Rutgers University graduate level per-credit cost.
 7. Reimbursement is available only if the teacher has followed the above procedures and the content of the course is directly connected with the teacher's present subject field or grade level assignment or the content of the course is in a field of education to which the teacher could reasonably be expected to move in the Garwood School System.
 8. The teacher shall be reimbursed within forty-five (45) days of the time the teacher satisfies all of the above procedures providing the teacher shall not have left the Garwood School System through retirement, resignation or dismissal.
 9. Only tenured teaching staff employees shall be eligible for tuition reimbursement.
- B. A teacher who serves on the committee for staff development to meet State requirements shall be paid a stipend of \$725 for the Chairperson and \$525 for a member for each school year covered in this Agreement (2020-2021) with one half of the payment to be made in the final pay of December and the remaining one half of the stipend to be paid upon County approval of the District's Annual Professional Development Plan
- C. The Board shall provide in-service experiences whenever possible that will assist the teacher in attaining the required 100 hours of continuing education. Every effort will be made to have in-district in-service programs that shall be eligible for continuing education credit. However, when the district has a particular need for in-service in a subject area that does not meet State requirements for continuing education, the Board shall be entitled to conduct an in-service program that does not meet continuing education requirements. The Board guarantees that it will provide 12 hours of instruction per year that meets State requirements within the workday and work year. The Board may use a faculty meeting to meet the 12-hour requirement if the

Superintendent has a program which meets State requirements, provided the faculty meeting shall be limited to the normal time of faculty meetings.

- D. Tuition reimbursement shall be made available to a tenured teacher who is required to take additional undergraduate courses for the purpose of becoming "highly qualified" in accordance with the ESSA.
- E. A teacher who accepts tuition reimbursement and who leaves the District within one (1) year of receipt of payment shall reimburse the Board the full payment received. A teacher who leaves the District within two (2) years of receipt of tuition reimbursement shall reimburse the Board one-half (50%) of the payment received. This shall not apply in the event of a reduction in force, retirement or permanent disability.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree in accordance with Chapter 303, Public Laws 1968 State of New Jersey and Chapter 123, Public Laws 1974 State of New Jersey that except as this Agreement shall otherwise provide, those policies, or parts of policies, their amendments and supplements adopted and applicable as of the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provision of this Agreement shall remain in full force and effect.
- C. The parties agree that they have discussed and fully bargained and agreed upon all terms and conditions of employment for the duration of this Agreement.
- D. A telephone answering machine will be installed to record messages from staff members who will not be reporting to work because of illness or other emergency. The answering machine will be turned on by the Substitute Coordinator when the Substitute Coordinator is not available to answer the phone personally. Notwithstanding the foregoing, employees shall telephone the Substitute Coordinator in the evenings until 10:30 pm to report their illness or emergency. After 10:30 pm (or if the Substitute Coordinator cannot be reached prior to 10:30 pm) calls may be made to the telephone answering machine. At the District's option, an online substitute management system may be instituted in place of the call-in service.
- E. Mentor Program 2024-2027 school years, the Board will pay the required fees unless the State of New Jersey reestablishes the payment program, whereupon the State payments will be substituted.
- F. In the event a successor agreement is not reached before the end of this contract, the terms and conditions of this contract shall be in effect until such time as a successor agreement is reached.

**ARTICLE XIX
TEACHER RESPONSIBILITIES**

Teachers shall perform regularly assigned and/or properly assigned temporary duties forthrightly and to the best of their ability. During the pendency of any complaint or grievance over a regular or temporary assignment, the teacher shall likewise perform all the duties of that assignment.

**ARTICLE XX
DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2024 to June 30, 2027. Such notice shall specify the part or parts of the Agreement sought to be changed or modified. Portions of the Agreement not specified in the notice shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

ATTEST

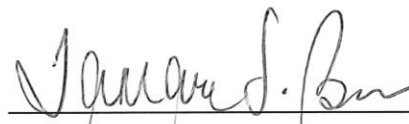
GARWOOD BOARD OF EDUCATION


Bernadette Pinto, SBA
Board Secretary


April Farrell
Board President

ATTEST

GARWOOD EDUCATION ASSOCIATION


GEA Vice president


Sarina Drummond
GEA President

SCHEDULE A
SALARY GUIDE

<i>Teacher Guide Movement</i>						
2023-24		2024-25		2025-26		2026-27
						1-4
				1-3	→	1-4
		1-2	→	1-3	→	1-4
1	→	1-2	→	1-3	→	1-4
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	→	18
16	→	16	→	18	→	18
17	→	18	→	18	→	18
18	→	18	→	18	→	18

SCHEDULE A
SALARY GUIDE

YEAR 1
2024-2025 Garwood Teachers

Step	BA	BA+15	MA	MA+15	MA+30
1-2	52,659	55,309	57,459	59,609	61,759
3	53,079	55,809	57,959	60,109	62,259
4	54,159	56,309	58,459	60,609	62,759
5	55,659	57,809	59,959	62,109	64,259
6	57,159	59,309	61,459	63,609	65,759
7	58,759	60,909	63,059	65,209	67,359
8	60,459	62,609	64,759	66,909	69,059
9	62,159	64,309	66,459	68,609	70,759
10	63,959	66,109	68,259	70,409	72,559
11	66,059	68,209	70,359	72,509	74,659
12	68,159	70,309	72,459	74,609	76,759
13	70,559	72,709	74,859	77,009	79,159
14	73,059	75,209	77,359	79,509	81,659
15	75,662	77,809	79,959	82,109	84,259
16	78,759	80,909	83,059	85,209	87,359
17	81,859	84,009	86,159	88,309	90,459
18	86,732	88,882	91,032	93,182	95,332

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SCHEDULE A SALARY GUIDE

YEAR 2

2025-2026 Garwood Teachers

Step	BA	BA+15	MA	MA+15	MA+30
1-3	54,212	56,942	59,092	61,242	63,392
4	55,292	57,442	59,592	61,742	63,892
5	56,792	58,942	61,092	63,242	65,392
6	58,292	60,442	62,592	64,742	66,892
7	59,892	62,042	64,192	66,342	68,492
8	61,592	63,742	65,892	68,042	70,192
9	63,292	65,442	67,592	69,742	71,892
10	65,092	67,242	69,392	71,542	73,692
11	67,192	69,342	71,492	73,642	75,792
12	69,292	71,442	73,592	75,742	77,892
13	71,692	73,842	75,992	78,142	80,292
14	74,192	76,342	78,492	80,642	82,792
15	76,795	78,942	81,092	83,242	85,392
16	79,892	82,042	84,192	86,342	88,492
17	82,992	85,142	87,292	89,442	91,592
18	88,232	90,382	92,532	94,682	96,832

SCHEDULE A SALARY GUIDE

YEAR 3
2026-2027 Garwood Teachers

Step	BA	BA+15	MA	MA+15	MA+30
1-4	56,503	58,653	60,803	62,953	65,103
5	58,003	60,153	62,303	64,453	66,603
6	59,503	61,653	63,803	65,953	68,103
7	61,103	63,253	65,403	67,553	69,703
8	62,803	64,953	67,103	69,253	71,403
9	64,503	66,653	68,803	70,953	73,103
10	66,303	68,453	70,603	72,753	74,903
11	68,403	70,553	72,703	74,853	77,003
12	70,503	72,653	74,803	76,953	79,103
13	72,903	75,053	77,203	79,353	81,503
14	75,403	77,553	79,703	81,853	84,003
15	78,006	80,153	82,303	84,453	86,603
16	81,103	83,253	85,403	87,553	89,703
17	84,203	86,353	88,503	90,653	92,803
18	89,732	91,882	94,032	96,182	98,332

SCHEDULE B
GARWOOD SCHOOL DISTRICT
GRIEVANCE REPORT

A. Name:

Date of action giving rise to grievance: _____

B. Statement of grievance: _____

List provisions of agreement violated:

Relief sought:

Signature: _____ Date: _____

C. Disposition of Principal or immediate supervisor:

Signature: _____ Date: _____

D. Position of Grievant and/or Association:

Signature: _____ Date: _____