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PROFESSIONAL AGREEMENT

BETWEEN THE

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

AND THE

CHARLEVOIX-EMMET INTERMEDIATE EDUCATION ASSOCIATION

1974 - 1975

Charlevoix - Emmet Intermediate School District

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WITNESSETH

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of Charlevoix-Emmet Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, The members of the teaching profession are particularly qualified to assist in formulation policies and programs designed to improve educational standards, and

WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

THEREFORE, The parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE I

Recognition

- A. The Board of the Charlevoix-Emmet Intermediate School District recognizes the Charlevoix-Emmet Intermediate Education Association, as the exclusive bargaining agent for all certificated personnel and/or personnel approved by the State Department. This includes special education staff and librarian and excludes the Superintendent and Vocational Guidance Counselor, and other administrative personnel.
- B. The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to the male teachers shall include female teachers.
- C. The Board agrees not to negotiate with any teacher or teacher's organization other than the Charlevoix-Emmet Intermediate Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Law or Teacher Tenure Act.
- E. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this article pursuant to the conditions of this Agreement.
- F. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of "teacher" as used in this Agreement.

ARTICLE II

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiating with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of conditions of employment.
- B. The Board agrees to furnish the Association available information concerning the financial resources of the District.
- C. Employees shall be entitled to full rights of citizenships and no religious race or political activities or any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, provided that a teacher shall not seek to advance racial, political or religious views during the prescribed hours when he is on professional duties.

ARTICLE III

Board Rights

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teachers and other employees, during the working day.
 2. To hire all employees and, subject to provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- B. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE IV

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the agreement.
- B. This agreement shall supersede any rule, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. After consultation with the Principal and the Director of Special Education a teacher may terminate his special education services to a student when persistence of misbehavior, disruptive effects, or poor attitude makes continued services to the student intolerable. In such cases, the teacher will furnish the student's Principal and Director of Special Education, as promptly as his service obligations will allow, full particulars of the just cause.
- D. If any provisions of this agreement or any application of the agreement of any employee or groups of employees shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The matter of summer programs shall be placed on the staff meeting agenda for discussion at the March meeting.

ARTICLE V

Professional Leaves

- A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or the teacher's immediate household. The unused portions of such allowance shall accumulate from year to year to a maximum of 120 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. A maximum of two (2) days leave of absence with pay (not to be charged against sick leave) will be granted for death in the immediate family defined as spouse, siblings, children, parents, mother-in-law, father-in-law and grandparents. Days taken beyond the two day time period may be deducted from accumulated sick leave at the discretion of the employee and Superintendent.
- C. Leave of absence with pay not to be chargeable against the teacher sick leave allowance shall be granted for the following reasons:
(1) A professional employee may be granted two (2) days per year for personal business. Personal leave days must be taken with prior approval of the Superintendent; however personal leave days will not be allowed immediately preceding or following vacation days.
(2) Upon recommendation of the Director of Special Education and subject to the approval of the Superintendent, teachers in specific discipline areas shall have the privilege of attending two state or regional meetings each year and one national meeting, held within the greater midwestern area, every three years. The District shall pay necessary expenses for fees, transportation and accommodations. The District agrees to pre-pay estimated necessary expenses, with any appropriate adjustment to be made in the teacher's subsequent expense voucher.
(3) Teachers who are called for jury duty or to appear as a witness in court will continue to receive pay as if they were on regular duty during the time of service. If the employee receives a fee the amount of the fee shall be deducted from the regular pay. (4) Each teacher shall be granted two visitation days each year for the purpose of enriching his professional capabilities. Visitation days shall be approved by the appropriate administrator prior to making such arrangements.
- D. The Board agrees to reimburse with approval of the Superintendent any employee who enrolls in a course related to his instructional objectives under the following conditions:
1. The employee must have met the full requirements for continuing certification or full state approval in his position.
 2. Reimbursement for tuition and required test or texts will be given upon completion of the course.

ARTICLE V (continued)

Professional Leaves

- E. The Board shall grant to any teacher a leave of absence for purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned or when advised by her physician and shall terminate when in the opinion of her physician she is able to adequately assume the duties to which she is regularly assigned.

- F. At the recommendation of the Superintendent, the Board may grant a leave of absence for advanced professional study at an accredited college or university. Such leaves shall be contingent upon obtaining the services of an acceptable, qualified replacement for the vacated position as determined by the Superintendent, and shall be limited to one (1) in any school year. No teacher shall be granted more than one such leave. During the leave, the teacher shall receive health care protection benefits but no salary. Upon the completion of such leave, the teacher shall be restored to his vacated position and shall be placed on the next higher step on the salary schedule if applicable.

ARTICLE VI

Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect from year to year until altered or terminated by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meeting, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. If any parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE VII

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in the salary schedule which is incorporated into this Agreement.
- B. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such a leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

Any teacher who has completed military service with an honorable discharge prior to employment in the district shall be credited one step on the salary schedule for each year of active service up to a maximum of two (2) years.
- C. Teachers required in the course of their work to drive personal automobiles to fulfill Special Education Services shall receive a car allowance per mile based upon the mileage reimbursement schedule found in the appendix, and monthly automobile reimbursement of \$10.00 for the period of their contracted employment.
- D. The Board shall provide Blue Cross full family health insurance benefits or full family health insurance benefits which meet or exceeds the specifications of MESSA Super Med 2 coverage except for the million dollar maximum lifetime benefit provision, which is reduced to \$250,000.00.
- E. The Board shall provide long term disability insurance that equals or exceeds the coverage provided in the master agreement for 1973-74.
- F. Any teacher who is a member of the Association or who has applied for membership may:
 - 1. Sign and deliver to the Intermediate School Superintendent, prior to September 15th of each year, an assignment authorizing deduction of membership dues and assignments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect from year to year unless revoked in writing by the teacher between June 1st and September 1st to become effective the forthcoming school year and copies thereof delivered by the teacher to the Association and to the Intermediate School Superintendent.
- G. The deductions of membership dues shall be made from the pay check each month, for ten (10) months, beginning in September and ending in June. The Board agrees to promptly remit to the Michigan Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE VII (continued)

Professional Compensation

- H. The Association shall remit portions of all representation fees to the Michigan Education Association in amounts equal to that of the Michigan Education Association and the National Education Association dues, or proportional amounts thereof in cases concerning employment of teachers after the second September pay check issuance and before the issuing of the second May pay check of that year.
- I. By joint approval of the Board of Education and the Association payroll deductions may be made with written authorization from the teacher.

ARTICLE VIII

Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any issues dealing with terms or conditions of employment may be processed as a grievance.
- B. The Association shall designate one (1) representative to handle grievances when requested by the grievant.
- C. The teacher who believes himself wronged by violation of the agreement shall report the alleged grievance to the Director of Special Education within five (5) days. If, as a result of an informal discussion with the Director a grievance still exists, the teacher may invoke the form grievance procedure included herein. At his discretion the grievant may ask that a member of the Association accompany him to the informal meeting.
- D. Within five (5) school days of receipt of the grievance, the director shall meet with the representative regarding the grievance and indicate his disposition of the grievance in writing within five (5) school days and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing, whichever shall be later) the grievance shall be transmitted to the Intermediate School Superintendent. Within five (5) school days the superintendent shall meet with the representative of the Association on the grievance and shall indicate his disposition of the grievance and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) school days of such meeting (or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary of the Board. The Board, no later than its next regular meeting or fourteen (14) calendar days, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall then be furnished to the Association.

ARTICLE VIII (continued)

Grievance Procedure

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the seven (7) calendar days provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the teacher's individual contract term of employment or as soon as possible thereafter.
- J. If an individual teacher has a personal complaint which he desires to discuss with the Director of Special Education or the Intermediate School Superintendent, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE IX

Teaching Conditions

The parties recognize the optimum school facilities for both student and teacher are desirable to insure the highest quality of education which is the goal of both the Board and the Association. It is also acknowledged that the primary duty and responsibility of the teacher is to instruct and that the organization of the services and the school day be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other discipline by an employee reflect adversely upon education and create undesirable conditions. Alleged breaches of discipline or violation of the Code of Ethics of the Education Profession shall be promptly reported to the offending employee and the Association.
- B. Teachers shall reserve the right to refuse service to schools not providing adequate facilities when so determined by the Director of Special Education, Superintendent of the local school and the teacher involved.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. A special meeting may be called by mutual agreement of teachers and the administration.
- F. Reductions in Personnel
 - 1. In the event of layoff, due to a decreased student enrollment or shortage in revenue, the criteria for laying off probationary and tenured teachers shall be implemented in the following order:
 - a. Specially-certificated teachers in the specific positions being reduced or eliminated will be laid off first.
 - b. If reduction is still necessary, then probationary teachers shall be laid off on the basis of certification and known ability according to the evaluation and assessment made by the administration.
 - c. If reduction is still necessary, then teachers in the specific position being reduced or eliminated will be laid off in accordance with the following factors: certification, length of continuous service, qualifications, background and attainments, experience, ability, attitude, past performance, attendance, interest, capabilities, and evaluations. In the event all factors are equal, length of service shall be the determining factor.

ARTICLE IX - Teaching Conditions, continued.

F. Reduction in Personnel (continued)

2. Prior to any official layoff, the Board of Education will provide the local association with an up-to-date seniority list of all personnel covered under this agreement.

A teacher who is laid off shall be appointed to the first vacancy in the school district for which he is fully qualified.

Rehiring will be in reverse order from the order of layoff.

- G. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class or position shall be made in writing.

The Board declares its support of the concept of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff whenever feasible.

A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this article is created.

Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service, and other relevant factors.

Special talents or expertise needed for the implementation of a new program, but not found on the district staff, should be sought through retraining of existing staff whenever possible.

- H. Upon entrance into the district, those teachers who do not have an immediate supervisor designated shall be assigned an "advisor." This advisor shall have tenure status and a minimum of three (3) years successful experience in the same or a closely related discipline. The Advisor shall be selected by the Administration based upon training and experience. It shall be the duty of the advisor to assist and counsel the probationary teacher and to acclimate the new teacher to the profession and the district. The advisor will function as a resource person and will not be involved in any evaluation process of the probationary teacher. The advisor shall assist the probationary teacher until the teacher is granted tenure and shall receive no additional reimbursement for functioning in this capacity.

ARTICLE X

Teacher Evaluation

The Board recognizes the need for evaluation and that the procedure should be established between the Association and the Superintendent. The guidelines established by the State Tenure Act shall be followed.

AGREEMENT, 1974 - 1975

This Agreement entered into this twenty ninth day of August, 1974, by and between the Intermediate School District of Charlevoix-Emmet Counties, Charlevoix, Michigan, and the Charlevoix-Emmet Intermediate Education Association.

Upon notification by registered mail at a reasonable time prior to April 15th, either party may open negotiations for contract changes or additions covering the ensuing school year; otherwise this contract remains in force from year to year.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of JUN 24, 1974.

M.E.A. REPRESENTATIVE

BOARD OF EDUCATION REPRESENTATIVE

TITLE

TITLE

SUPERINTENDENT

CHARLEVOIX - EMMET INTERMEDIATE SCHOOL DISTRICT

1974 - 75 SALARY SCHEDULE

<u>STEPS</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>B. A.</u>	8,800	9,220	9,661	10,124	10,513	10,917	11,238	11,676				
<u>B.A.+20</u>	9,220	9,661	10,124	10,610	11,018	11,443	11,785	12,244	12,602	12,971	13,352	13,783
<u>H. A.</u>	9,661	10,124	10,610	11,120	11,549	11,995	12,359	12,841	13,217	13,605	14,004	14,415
<u>H.A.+20</u>	10,124	10,610	11,120	11,657	12,107	12,576	12,963	13,469	13,864	14,271	14,690	15,122
<u>S. P.</u>	10,610	11,120	11,657	12,219	12,692	13,183	13,595	14,127	14,542	14,969	15,409	15,862

FRINGE BENEFITS:

1. The Board agrees to assume the employee's obligation to contribute to the Michigan Public School Employees Retirement Fund contingent upon the passage of enabling legislation, otherwise an equivalent percentage will be added to the salary schedule.

2. Long term disability

3. Hospitalization

4. Automobile Reimbursement - \$10.00 per month

Mileage reimbursement as per the schedule.

NOTE: Steps 11 and 12 at the B.A. + 20 level will be dropped in the 1975-76 contract.

APPROVED BY THE BOARD OF EDUCATION ON JUN 24 1974

JAMES S. SHEPARD, SUPERINTENDENT

(6 - 7 - 74)

MILEAGE REIMBURSEMENT SCHEDULE

<u>COST PER GALLON</u>	<u>COST OF GAS/MILE @ 12 MILES PER GALLON</u>	<u>RATE/MILE TO NEAREST 1/10¢ PER MILE</u>	<u>COST PER GALLON</u>	<u>COST OF GAS/MILE @ 12 MILES PER GALLON</u>	<u>RATE/MILE TO NEAREST 1/10¢ PER MILE</u>
40¢	.0333	.12	68	.0567	.143
41	.0342	.121	69	.0575	.144
42	.0350	.122	70	.0583	.145
43	.0358	.123	71	.0592	.146
44	.0367	.123	72	.0600	.147
45	.0375	.124	73	.0608	.147
46	.0383	.125	74	.0617	.148
47	.0392	.126	75	.0625	.149
48	.0400	.127	76	.0633	.15
49	.0408	.128	77	.0642	.151
50	.0417	.128	78	.0650	.152
51	.0425	.129	79	.0658	.153
52	.0433	.13	80	.0667	.153
53	.0442	.131	81	.0675	.154
54	.0450	.132	82	.0683	.155
55	.0458	.133	83	.0692	.156
56	.0467	.133	84	.0700	.157
57	.0475	.134	85	.0708	.158
58	.0483	.135	86	.0717	.158
59	.0492	.136	87	.0725	.159
60	.0500	.137	88	.0733	.16
61	.0508	.138	89	.0742	.161
62	.0517	.138	90	.0750	.162
63	.0523	.139	91	.0758	.163
64	.0533	.14	92	.0767	.163
65	.0542	.141	93	.0775	.164
66	.0550	.142	94	.0783	.165
67	.0558	.143			

1974 - 1975 CALENDAR

<u>MONTHS</u>	<u>HOLIDAYS AND VACATIONS</u>	<u>DAYS SCHEDULED</u>
<u>AUGUST 29 and 30, 1974</u>	ISD IN-SERVICE DAYS	2
<u>SEPTEMBER 3</u>	SCHOOL BEGINS	20
<u>OCTOBER</u>		23
<u>NOVEMBER 28 and 29</u>	THANKSGIVING VACATION	19
<u>DECEMBER 23 - 31</u>	CHRISTMAS VACATION	15
<u>JANUARY 1, 1975</u>	NEW YEARS DAY	
<u>JANUARY 2</u>	SCHOOL RESUMES	22
<u>FEBRUARY</u>		20
<u>MARCH 24 - 28, Incl.</u>	SPRING VACATION	16
<u>APRIL</u>		22
<u>MAY 26</u>	MEMORIAL DAY	21
<u>JUNE 6</u>	LAST DAY	5
		—
	<u>TOTAL DAYS SCHEDULED</u>	185

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

Grievance Report Form

Name of Grievant: _____ Date: _____

STEP I

A. Date of Cause for Grievance: _____

B. 1. Statement of Grievance:

2. Relief Sought:

Signature

Date

C. Disposition by Director:

Signature

Date

D. Position of Grievant and/or Association:

Signature

Date

STEP II

A. Date Received by Superintendent: _____

B. Disposition of Superintendent:

Signature of Superintendent

Date

C. Position of Grievant and/or Association:

Signature

Date

STEP III

A. Date Received by Secretary of Board: _____

B. Disposition by Board:

Signature

Date

C. Position of Grievant and/or Association:

Signature

Date