

6/30/98

MASTER AGREEMENT

between

HOLLY AREA SCHOOLS BOARD OF EDUCATION

and

HOLLY/ESP-MEA/NEA

Effective July 1, 1995 through June 30, 1998

Holly Area Schools

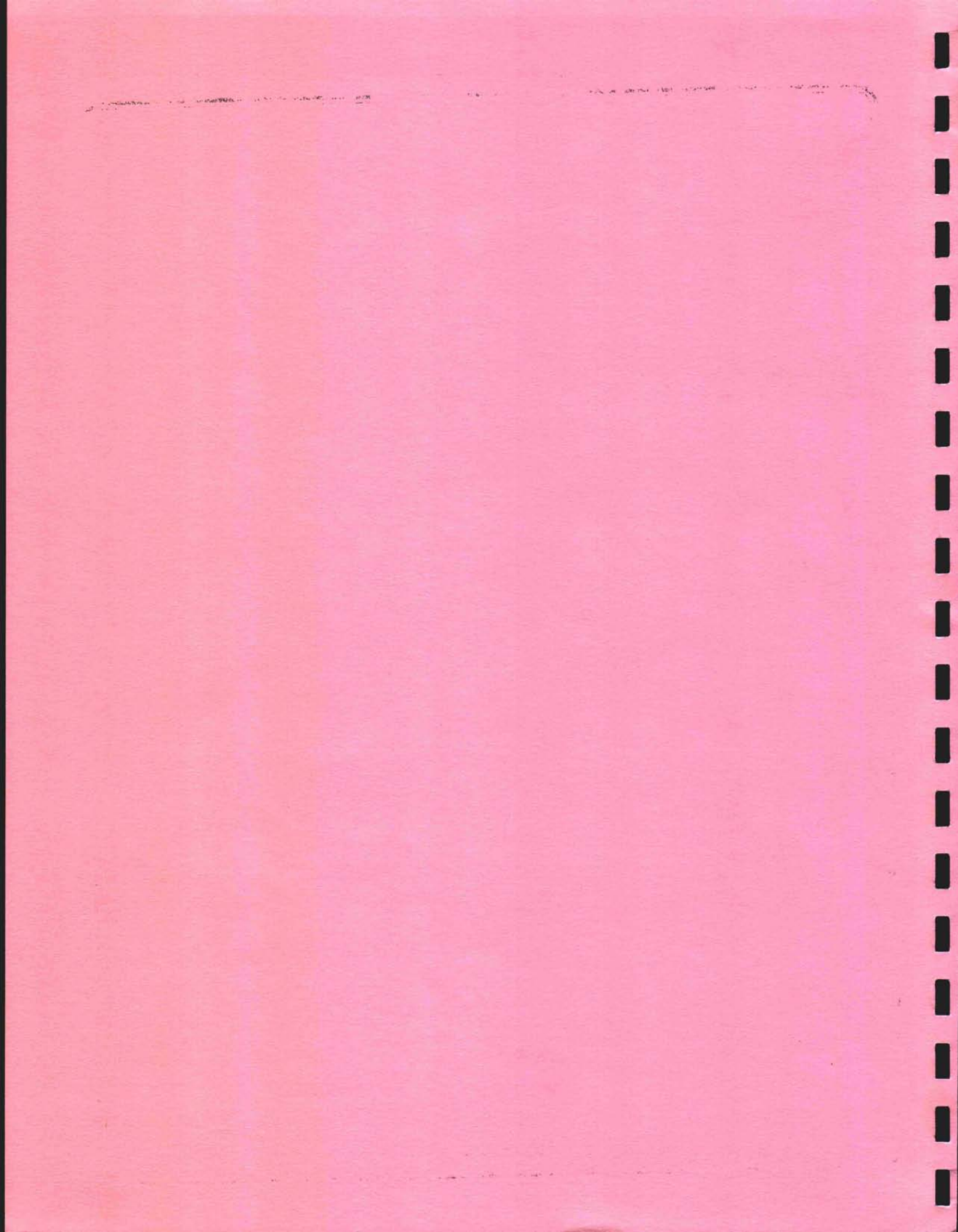


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MASTER AGREEMENT
between
HOLLY AREA SCHOOLS BOARD OF EDUCATION
and
HOLLY ESP-MEA/NEA

This Agreement entered into this 22th day of May, 1995 by and between the Holly Area School District, hereinafter referred to as the "Employer" and Holly ESP-MEA/NEA, hereinafter referred to as the "Union."

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Union as exclusive bargaining representative as determined by the Michigan Employment Relations Commission Case No. R82 C-94 for instructional assistants, instructional assistant/health care assistants, clerks, and library technicians, but excluding substitutes, supervisors and all other personnel.

ARTICLE II
MANAGEMENT RIGHTS

The Employer may not be denied or restricted in the exercise of its rights, authority and responsibility under the General Laws of the State of Michigan or any other laws or regulations that are or may be enacted as they pertain to education. All rights which are now vested in and which have been exercised by the Employer, except those which are clearly and expressly relinquished by the Employer in this agreement, shall continue to be vested exclusively in and exercised exclusively by the Employer without prior negotiations with the Union. Such rights shall include, by way of illustration but not by way of limitation the right to:

1. Direct the work of its employees, hire, promote, demote, transfer, assign, suspend, discharge, and discipline.
2. Determine qualifications of employees, and establish and change job descriptions to suit the contemporary needs of the school district.
3. Establish, amend and rescind all policies as deemed necessary by the Employer for the effective and efficient conduct of all functions of Holly Area Schools.

4. Adopt reasonable rules and regulations.
5. The above are not to be interpreted as conflicting with or modifying any specific provision of this Agreement.

**ARTICLE III
UNION SECURITY AND UNION RULES**

A. Union Security

Employees who are members of the Union on the date of execution of this Agreement shall remain members for the duration of this Agreement.

Employees covered by this Agreement who are not members at the time it becomes effective shall, as a condition of employment, become members of the Union for the duration of the Agreement or pay a service charge equivalent to the monthly dues as established by the Union.

B. Union Dues

Deductions will not be made until a valid authorization form is delivered to the Employer. Employees wishing to withdraw from payroll deduction of union dues or a service charge which is equivalent to the monthly dues, may do so by advising the secretary-treasurer of the Union and the Employer in writing of the employee's wish to withdraw. Requests must be made twenty (20) days immediately preceding the anniversary date or expiration date of the contract. Cash payments must be made for a six months' period, payable between October 1 - October 15 and April 1 - 15 of each year.

Deductions for dues or the service charge equivalent to dues shall be made in ten (10) equal amounts beginning in September and ending in June of each school year. Such deductions shall be from the second paycheck of each month. Deductions for each calendar month, whether for Union Dues or Service Charge, shall be remitted to the designated financial officer of the Union, on or before the tenth day of the month following the month in which the deduction is made. The Union agrees to inform the Employer in writing of the name of the designated officer.

The Union shall be solely responsible for the validity and accuracy of the written authorization. The Union agrees to reimburse the Employer for any deduction made in error. The Employer will reimburse the employee for the amount of the deduction.

The Employer will not collect any type of assessments, fees or charges made of its membership at any time.

C. Save Harmless

The Union agrees to assume the legal defense of any suit or action brought against the Board regarding the Agency Shop provision of this Article of the collective agreement. The Union further agrees to indemnify the Board as the result of said action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
2. The Union, after consideration with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or tribunal.
3. The Union has the right to choose the legal counsel to defend any said suit or action.
4. The Union shall have the right to compromise or settle any claim made against the Employer under this Section.

- D. Within 30 days following ratification of this agreement, a letter signed by the President of the Union and the Eastern Zone Director of the Michigan Education Association, shall be delivered to the Employer. Said letter in effect indemnifies the Board from any costs of damages incurred by the Employer resulting from the inclusions of Article III, Sections A and B, of this Agreement. The Agency Shop provisions in this Agreement shall not become operative until the above mentioned letter is executed and delivered to the Employer.

ARTICLE IV STRIKE PROHIBITION

The Union, recognizing that statutes of the State of Michigan prohibit strikes by public employees, agrees that its members will not engage in nor encourage strike action of any kind during the term of this Agreement.

The Employer shall have the right to discipline, including discharge, any employees for taking part in any violation of this provision.

**ARTICLE V
DISCIPLINE AND REPRESENTATION**

- A. No member shall be disciplined without cause. The specific grounds forming the basis for disciplinary action will be made available to the member in writing.
- B. Disciplinary conferences and reprimands will be done in private.
- C. No formal action shall be taken upon complaint(s) against an employee nor shall any notice thereof be included in the record of the employee unless such matter is promptly reported to the employee following notification of such complaint(s) and a rudimentary investigation into such complaints(s).
- D. Any employee has a right to representation any time that such employee is called by an Administrator for the purpose of discussion of an incident which may result in discipline.
- E. The Union will provide a list of officers and building representatives to the Board by October 1 of each school year. Listed duly authorized Union representatives, including the UniServ Director or designee shall be permitted to transact official Union business on school property provided that it does not interfere with or interrupt normal school operations. Representatives not assigned to a building shall notify the principal or the office when entering the building. Such business will not be conducted in the presence of students or the public.

**ARTICLE VI
GRIEVANCE PROCEDURE**

- A. Definitions:
 - 1. Grievance - A claim that there has been a violation, misrepresentation, or misapplication of a specific article or section of this agreement.
 - 2. Grievant - A term used to describe the party who alleges that they have a grievance, including the Union.

3. Days - The term shall mean school work days where union employees will be on the job. During the summer, days shall mean when the Board Office is open for business.
4. The Board - This term may mean the Board of Education or representative(s) of the Board designated to handle grievances at any step in the procedure.

B. Items excluded from the Grievance Procedure:

1. Content of evaluations.
2. Termination of services and/or failure to re-employ any probationary employee.
3. Layoff, unless there is a question of procedure being followed.

C. Procedure:

1. Step 1 - An attempt shall be made to resolve any grievance in an informal verbal discussion between the grievant and the immediate supervisor. Step 1 proceedings must occur within fifteen (15) days following the date of the alleged grievance or first knowledge thereof. If a satisfactory solution is not arrived at five (5) days after the meeting, the grievant may proceed to Step 2.
2. Step 2 - Within Five (5) days following the informal level described above, the grievant must file a written grievance with the immediate supervisor. This grievance must specify the specific article and section of this agreement that is alleged to have been violated, and the relief sought. The supervisor will file a written answer with the grievant within five (5) days following the receipt of the written grievance.
3. Step 3 - In the event the grievance has not been satisfactorily resolved in Step 2, the grievant shall, within five (5) days of receipt of Step 2 written answer, transmit a copy of the grievance to the superintendent or his designee. The superintendent may choose to answer the grievance within five (5) days, or convene a conference in five (5) days, of all parties involved in the alleged grievance. If the grievant does not appear at the conference, the grievance will be considered settled. The superintendent will have five (5) days following the conference to file a written answer with the grievant.

4. Step 4 - If the grievant is not satisfied with the superintendent's answer in Step 3, a written appeal must be made to the Board of Education within five (5) days following the receipt of the Step 3 answer.

The Board may choose to proceed at this step or proceed directly to Step five. Such decision must be made not later than five (5) days following the next regularly scheduled Board of meeting.

If the Board chooses to respond at Step 4, a hearing must be held by the next regularly scheduled meeting of the Board that follows the decision to proceed. A written decision will be filed with the grievant within five (5) days following this hearing. The Board may choose to have a committee of the Board, rather than a full Board at the hearing.

5. Step 5 - If the Board's answer in Step 4 is unsatisfactory to the grievant, the Board must be notified, through the superintendent of schools, within five (5) days following the receipt of the written answer to Step 4.
 - a. Within five (5) days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Union will make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the five (5) day period herein provided, the Union may, within ten (10) days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator will then be selected according to the rules of the American Arbitration Association and the hearing will be conducted under the rules of said Association.
 - b. The arbitrator will hear the grievance in dispute and will render a decision in writing and will set forth the findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
 - c. The arbitrator will have no authority except to pass on alleged violations of specific article or section provision of this agreement.
 - d. The arbitrator will have no power or authority to add to, subtract from or modify any of the terms of this agreement and will not substitute

judgment for that of the Board where the Board is given discretion by the terms of this agreement. The arbitrator will not render any decision which would require or permit an action to be in violation of the Michigan School Laws.

- e. The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
- f. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of the grievance procedure will be prohibited by both parties, unless by mutual consent.
- g. If there has been no monetary loss, the arbitrator cannot award monetary damages.
- h. If a back pay award is made, it shall not exceed the actual dollars lost.
- i. Individuals may not process a grievance beyond Step 4.
- j. If the Board contests the arbitrability of a grievance, the arbitrator must first rule on this point prior to hearing the grievance.
- k. The arbitrator must deal only with the grievance that is being presented.

6. Miscellaneous -

- a. A grievant may process a grievance and attempt to arrive at a solution without involvement of the Union, if the solution is not inconsistent with the terms of the Master Agreement and the Union has been given the opportunity to be present at the meeting where solutions are discussed.
- b. Grievance procedures as discussed in this Article of the Master Agreement will be held during hours that do not conflict with normal work duties, unless time adjustments are mutually agreed upon by both parties.

- c. If a grievance is filed on or after May 15, the procedure of this Article can be changed by mutual written agreement to try to resolve the grievance prior to the end of June.
- d. Notwithstanding the expiration of this agreement, any grievance arising during the term of the agreement may be processed through the grievance procedure, as long as the time limits set forth above are complied with.
- e. The Union and the Board hereby agree to construe the arbitration clause to enable the parties to utilize expedited arbitration under AAA auspices by mutual agreement.
- f. The Union and every member of the bargaining unit covered by this agreement have a right to be represented at any and all levels of the grievance procedure.
- g. The Board shall have the right to process a grievance with the union. The Board shall file a grievance in writing directly with the union president, within ten (10) days following the act or condition which is the basis of the grievance or first knowledge thereof. The union president will arrange a conference within five (5) days of the receipt of the written grievance, and file a written answer to the Board within five (5) days after the conference is held. If the answer is unsatisfactory to the Board, the grievance may be submitted to the Union Executive Committee in a manner consistent with Step 4. If the answer is unsatisfactory, The Board may appeal.
- h. Time limits must be strictly observed unless mutually extended.
- i. Copies of the grievance and response shall be given to appropriate union and management representatives at each step of the grievance procedure.
- j. The grievance procedure cannot be used by either the Union or the grievant, if another avenue of recourse is being pursued.

The grievance procedure cannot be used by management if they are pursuing another avenue of recourse.

**ARTICLE VII
PROBATIONARY EMPLOYEES**

- A. Employees hired new to the District, or rehired after having quit, shall serve a probationary period of seventy (70) actual working days in their job assignments. Absences during the probationary period shall extend the probationary period by the number of absences and an employee shall not have completed the probationary period until these additional days have been worked.
- B. Probationary employees will be entitled to wages as per Schedule A of this agreement.
- C. Fringe benefits will begin after successful completion of the probationary period.
- D. Sick days will be granted back to the beginning of the probationary period, if the employee successfully completes the probationary period of employment.
- E. Probationary employees are governed by the agency shop clause in Article III, A.
- F. Probationary employees will receive at least two (2) weeks written notice if their services are to be terminated by the Employer. The employer will provide reason if any upon request.
- G. It is expressly understood that dismissal of a probationary employee shall not be subject to binding arbitration under this agreement.
- H. New employee orientation.
 - 1. During the first twenty (20) working days of employment, all new employees will be given copies of the following, if not provided upon initial employment.
 - a. Applicable job description
 - b. A review of the evaluation process
 - 2. Upon request of the new employee, the Employer will meet with the new employee to review the job description and/or evaluation procedures.

**ARTICLE VIII
SENIORITY**

A. Seniority shall be on the basis of the employee's most recent date of hire. When two or more employees have the same seniority date they shall be entered alphabetically on the seniority list, using their last name as of their date of hire.

B. An employee shall lose seniority who:

1. Voluntary quits.
2. Is discharged for cause not reversed through the grievance procedure. Falsification of employment application may be cause for discharge.
3. Fails to return to work when recalled from layoff as provided in Article X, Section II, Subsection D.
4. Takes a voluntary or mandatory retirement.
5. Is absent without leave, or fails to notify the Employer for three (3) consecutive days of absence, subject, however, to the following conditions:
 - a. If an employee is physically unable to report his/her absence to the employer in person, or is unable to have their absence reported by another person, they may request a hearing with the Employer on the question of the reinstatement of their job and seniority.
 - b. If employee's reason is determined to be valid, the employee will be reinstated.

C. Seniority List

A seniority list will be published as needed, but will be updated every June 30. The seniority list shall indicate the seniority date and total number of months an employee has worked. Credit will be given for any portion of a month an employee works. A maximum of 10 months in any work year will be allowed. In the event of a tie the candidate's seniority date will determine placement on the seniority list.

D. After satisfactory completion of the probationary period, seniority shall be retroactive to the date of hire.

- E. When an employee moves from one classification to another for any reason, there shall be no loss of seniority.

**ARTICLE IX
VACANCIES, TRANSFERS, PROMOTIONS**

Definitions

- A. Vacancy - an open position within the bargaining unit created by: retirement, resignation, termination, transfer or creation of a new position.
- B. Transfer - a lateral movement within a bargaining unit classification.
- C. Promotion - a reassignment of an employee to a higher hourly rated classification within the bargaining unit.
- D. Demotion - movement to a lower paid classification within the bargaining unit, but not for disciplinary reasons.

Vacancies

- A. Posting of Vacancies
 - 1. Vacancies within the bargaining unit will be posted for a period of seven (7) working days. Notification of vacancies will be sent to the union president and posting on union bulletin boards shall be done by the union. The posting will contain the position to be filled together with the qualifications required, including specialized training, the location of the vacancy and classification.
 - 2. During school vacations periods, employees who have a desire to be considered for vacant positions must have a written statement on file with the personnel office.
- B. When a vacancy occurs within the bargaining unit, and the position is not eliminated, the employer will fill the position as quickly as a qualified candidate becomes available.
- C. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for at least seven (7) working days.

- D. Employees who wish to be considered for a new or vacant position must file a request with the personnel department during the posting period requesting consideration.
- E. Applicants for vacancies will receive written notice of the outcome of their application. If requested, written reasons will be given for non-appointment.
- F. Employees with the most seniority within a classification will be given the option of working longer work days, if the normal work day within a classification is not equal on a district-wide basis.
- G. If an employee moves to another position within the school district, that employee shall be paid at the classification immediately. In the event the employee fails to meet job requirements in the new position within thirty (30) calendar days, he/she shall be returned to his/her former job.

Transfers

A. Voluntary Transfers

1. Employees may make written request for transfer to an open position during the posting period. Such requests will be considered with other applicants. Qualifications being equal, as determined by the employer, the employee with the most seniority in the bargaining unit requesting a transfer, shall be considered first for the position.
2. The employer will notify the employee of the outcome of the request. Reasons for denial will be furnished if requested by the employee.

B. Involuntary Transfers

1. Involuntary transfers shall not be made for disciplinary reasons.
2. Involuntary transfers may be made only for cause and reasons shall be given in writing to the employee affected and the union.
3. An involuntary transfer involves a change in work station within or between buildings only and will be made by the employer to meet the needs of the school district.
4. The Union, or the employee to be involuntarily transferred, may request a

meeting with the employer within five (5) calendar days of notification of the transfer. Involuntary transfers will not be made until after this meeting is held. The purpose of the meeting will be to request information concerning reasons for the transfer. The Union representative may be present if requested by the employee.

5. Such a meeting shall be scheduled within five (5) calendar days of receipt of the written request. The employee may protest the involuntary transfer or otherwise respond in writing thereto. Such written protest or response will be made a part of the employee's file if requested by the employee.
6. Any involuntarily transferred employee in the bargaining unit shall receive a copy of a job description for their new position before beginning their duties.

Promotion

- A. Union personnel may make application for promotions when such vacancies occur within the bargaining unit. This request shall be made in writing and include a resume of qualifications and experience.
- B. Determination of the successful candidate shall be based on the applicant's qualifications to meet the district's needs. The applicant's seniority may also be considered.
- C. All applicants shall receive written notification of the outcome of their application. If requested, written reasons will be given for non-appointment.

ARTICLE X LAYOFF AND RECALL

Layoff

- A. Layoff shall be defined as a reduction in work force beyond normal attrition.

For employees who have worked in more than one classification, layoff shall be made in accordance with the employee's total bargaining unit seniority beginning with the employee having the shortest seniority and proceeding toward the employee with the greatest seniority.

If an employee has been promoted from a lower classification and does not have sufficient total bargaining unit seniority to remain in the higher classification, he/she will return to the

lower classification providing that his/her total bargaining unit seniority was greater than the lowest seniority person within that classification.

- B. The following provision shall apply only to those persons hired on or after July 1, 1983, or persons who have moved to a higher classification on or after July 1, 1983.

Persons who have worked in more than one classification within the bargaining unit will have a dual seniority. First, they will have seniority within their highest paid position, and second, they will have total seniority for both classifications they have worked in. In the event of a layoff, they could use their total seniority to bump down to a lower paid classification. The seniority within their higher paid classification could be used to maintain their job within the classification. Total years of seniority within both classifications could not be used to bump within the higher paid job classification.

- C. Probationary employees will be laid off first.
- D. The employer will determine what programs are to be eliminated or reduced.
- E. Each employee on layoff will notify the administrative offices in writing of an address to which a letter of recall may be sent. Such letter will be mailed to the employee at such address by certified mail, return receipt requested. If no such address is provided, the letter will be mailed to the employee's last address recorded in the administrative office.
- F. Laid off employees who desire to work as substitutes during a layoff period, will notify the superintendent's office of their availability. The employer will attempt to call qualified substitutes from this list. If a position is known to be available for more than a one-week period, laid off employees shall be recalled in seniority order by classification.
- G. Employees who have been laid off within a job classification, who have no previous experience in a lower job classification, may make application to fill jobs being held by probationary employees in the lower job classification.
- H. In temporary reductions of employees for periods of less than thirty days, the employee of highest seniority within the classification may option to take the reduction layoff. Such employee must be working an equal or less number of hours than the lower seniority employee who is scheduled for layoff.
- I. A voluntary leave in lieu of layoff will be considered by the employer under the following conditions:
 - 1. The granting of such leave will prevent the layoff of a less senior employee.

2. Such leave is requested in writing by the employee at least two (2) weeks in advance of the effective date of layoff.
 3. Seniority shall accumulate during such leave. Accumulated sick days and salary step placement shall be frozen during such leave.
 4. Return from such leave will be to a position in the same classification as the employee held prior to leave provided that the person returning from leave has greater seniority than the lowest senior person within the classification.
 5. Date of return shall be mutually agreed upon between the employer and employee prior to the effective date of the leave. Return date may be adjusted by mutual agreement between the employer and employee if requested by either party prior to the end of the leave period.
- J. Persons on layoff will not lose previously accumulated seniority or sick leave, but will not accumulate additional seniority or sick leave during the layoff period.
- K. The union will receive copies of the layoff notices.
- L. Employees will receive a fourteen (14) calendar day notice of layoff.
- M. Employees being laid off shall receive fringe benefits through the end of the month in which they are laid off, or thirty (30) calendar days, whichever is greater.

Employees may continue insurance benefits on a self-pay basis during layoff, if company policy permits.

Recall

- A. Probationary employees will be recalled only when seniority employees cannot qualify for open positions or after all seniority employees have been recalled.
- B. The union will receive copies of the recall notices.
- C. The recall list will be maintained by the employer. Seniority employees will remain on the recall list for a period of thirty six (36) months.
- D. Employees being recalled will be given seven (7) calendar days from the date of receipt of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within seven (7) calendar days after receipt of a certified letter will terminate the

employer's obligation to rehire said employee. Except an employee recalled to a lower classification or position requiring less hours than the position the employee occupied prior to the layoff has the right to refuse such recall and shall remain on the recall list.

- E. Employees will be recalled in reverse order of layoff according to classification.
- F. No new employees will be hired by the employer as long as there are employees laid off who have seniority, except to fill positions those on layoff are not qualified to fill.

ARTICLE XI COMPENSATION

- A. The wages of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such schedule will remain in effect during the term of this Agreement.
- B. An increment shall be an earned increase in wages qualifying the employee for the next step on the appropriate salary schedule as follows:
 - 1. Employees hired prior to February 1st will qualify for the next step on the salary schedule at the beginning of each contract year (July 1st).
 - 2. Those employed after February 1st will remain on their present step until July 1st, following their anniversary date of employment. Thereafter, they will qualify for the next step on the salary schedule on July 1st.
- C. Probationary employees (new hires) shall be paid according to step 1 of their appropriate classification except that the employer shall have the option of placing a new hire on step 2 of the appropriate classification if deemed necessary.
- D. Any employee moved according to Article IX will retain experience credit and be placed on the same step of the appropriate salary schedule.
- E. When an employee is required to work at a higher rated job for one day or more, the employee shall be paid the rate of pay for the higher rated job. If the employee is assigned temporarily to a higher rated job for less than one day, the employee will be paid the lower rate of pay. One day shall be defined as the hours required for the higher rated job.
- F. Overtime - Time and one-half shall be paid after thirty five worked hours per week.

- G. Compensatory time off may be taken in lieu of payment for overtime at the request of the employee subject to the approval of the Superintendent or his designee.
 - 1. Compensatory time must be taken during the current pay period and will not carry over into the next pay period.
 - 2. Compensatory time shall be at straight time rate.
 - 3. The employee and immediate supervisor will be responsible for verification of compensatory time earned and the scheduling of compensatory time off.
- H. Any employee required to return to work after the normal workday shall receive a minimum call-in of two (2) hours.
- I. Employees who are requested to use their personal automobile for work connected travel shall be paid according to Board policy. Such payment shall be made on a monthly basis to eligible employees.
- J. Fees for training, schooling, or job-related organizational memberships will be paid by the employer provided that prior approval is given in writing by the Superintendent or designee following a positive recommendation of the building principal. Initial requests are to be made to the employee's immediate supervisor.

**ARTICLE XII
WORKING CONDITIONS AND BENEFITS**

- A. A duty free non-paid lunch period of 30 minutes shall be provided for full time employees.

Part time employees shall be entitled to have appropriate non-paid lunch time depending on reporting time and as scheduled by the building principal after consultation with the employee.
- B. Full time employees will be provided a fifteen (15) minute break time in the morning and afternoon away from their job. Part-time employees shall be entitled to prorated break time as prearranged with the building principal.

- C. The Board or its designated representative shall make final determination with respect to school closing. State law requires public school districts to be in session for 180 days each school year. The Holly Area School District will be required to make up any days that are missed by students beyond two (2) Act of God days per year. (An Act of God being defined as those occurrences named in Administrative Rules R340.11 and R340.12.) Employees who are employed for the full school year will be guaranteed pay for 179 days in 1995/96 and 178 days in 1996/97 and 1997/98. Instructional Assistants, Clerks and Library Technicians are not required to work when students are not present on Act of God days. In 1995/96 the first Act of God day will be a paid day and any additional Act of God days in 1995/96 will not be paid days. In 1996/97 and 1997/98 Act of God days will not be paid days. When schools are dismissed after starting, employees will work their regular shift unless notified by the Board.
- D. Employees will not be required to work lunch or recess duty except in an emergency as determined by the administration.
- E. Substitutes will be hired when an employee is absent at the discretion of the employer. The decision to hire a substitute will be based on need, availability of qualified substitutes, and dollars available for substitutes.
- F. When a bargaining unit member supervises a classroom in the absence of the teacher, he/she may ask to be informed of the teacher designated responsible for that classroom.

ARTICLE XIII LEAVES

- A. Sick Leave
 - 1. At the beginning of each school year, employees shall be granted one day of sick leave for each month she/he is scheduled to work during the year. If the employee leaves the employment of the Board prior to the completion of her/his work year, any sick days taken in excess of those earned at the rate of one day per month, including any days carried over from prior years, shall be deducted from her/his final pay. Any days not taken shall accumulate from year to year without limitation.
 - 2. Job incurred injuries. Workers' Compensation Insurance will cover job incurred injuries after the seventh day work is missed due to injury. No employee in their category will lose leave due to a job incurred injury

under Worker's Compensation Insurance. If less than seven work days are missed, the Board will pay employee's daily wage without loss of leave. All injuries must be reported immediately to the Board Office and a report filed with the Worker's Compensation Insurance carrier.

3. Written application for unpaid sick leave shall be made when an employee's accumulated sick leave is exhausted, with certification by a qualified medical doctor. Unpaid sick leave will be granted by the Board up to a maximum of one year. (Seniority will accumulate during this period.) Additional unpaid sick leave may be granted by the Board, however, seniority shall not be lost nor accumulate during this period. Monthly medical certification shall be provided upon request.

For leaves of ninety (90) days or less the immediate supervisor will be provided written notice three (3) working days prior to the employee returning to work. The employee will be returned to her/his original position upon presentation to her/his immediate supervisor, of medical certification that she/he is physically and mentally capable of performing her/his duties. For leaves of more than ninety (90) days the immediate supervisor will be provided written notice fourteen (14) calendar days prior to the employee returning to work, and the employee will be returned to the first open position, or the position of a probationary employee at the beginning of the next school year.

Employee's insurance benefits will be paid by the employer for the employee's accumulated sick leave or thirty (30) days, whichever is longer. The employer will give written notice of termination of insurance benefits and permit direct payment to the insurance carrier, if the carrier permits this to be done. Employees who are absent due to illness for more than one week may be required to furnish medical evidence of illness prior to returning to work.

B. Leaves that may be charged against sick leave.

1. Personal illness.
2. Maximum of five (5) days per work year for serious illness in the immediate family; husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, and in-laws of the same relationship.

3. Funeral of non-relative, one day limit per year. Proof of attendance shall be required.
4. Three days maximum per year may be used for personal business. This leave is intended for personal business matters, specifically medical and legal matters which cannot be conducted on any other day than a work day. Application to the building principal and prior approval of the superintendent is required prior to taking the leave. A reason for the leave must be given when prior approval is asked.
5. Anticipated prolonged disability. Any employee who can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital, including maternity) will notify the building principal in writing as soon as possible. The notification will contain the projected dates of confinement. It is understood that use of sick leave will be only for the duration of the actual incapacity and the Board reserves the right of periodic written verification of disability and/or consultation with or from a physician. In case of childbirth, notification will be at least thirty (30) calendar days in advance of the projected period of confinement. An employee must work until actually disabled as verified by a physician and return as soon as recovered.

C. Leave days without pay.

Leave days that may be granted by the Board without pay. Written application must be made to the Board.

1. Maternity leave.
 - a. Employees must report such pregnancy to the immediate supervisor upon such first knowledge, and will further be required to furnish from their own doctor a statement indicating the ability to continue work and the expected date of delivery.
 - b. Leaves will extend through the six week post natal examination or until a physician certifies the employee is able to resume her duties. No leave shall exceed one year in length.
 - c. Any employee who has been granted a leave of absence shall be returned to her regular job. Seniority will accumulate during such leave.

d. The employer will continue insurance benefits through the six week post natal period.

2. Educational Leave

Employer approved educational leaves will be granted up to a maximum of one year to employees having a year or more seniority. Seniority shall neither accumulate nor be lost during such leave.

Book, tuition and fees for any required job related training shall be paid for by the employer. When the employer requires workshops or educational training for 13 weeks or less, seniority will accumulate.

3. Three leave days per year will be granted by the Board at the employee's discretion, provided:

- a. That the leave days shall not be taken consecutively.
- b. That the leave days shall not be taken immediately prior to or after a school holiday.
- c. That the employee's immediate supervisor shall have one day's prior notification.
- d. Exceptions to the above may be granted by the Board under extenuating circumstances.

4. Union Leave. An employee shall be granted a leave of absence to attend union workshops or conventions. Not more than ten (10) days in one year may be used by the union for this purpose. Such leave shall be without pay and must be requested in writing. It is understood that not more than two (2) employees will be granted a leave at any one time.

D. Leaves with pay not to be charged against the accumulation of leave time:

1. A maximum of five days in each instance in case of death of husband, wife, sister, brother, mother, father, son, daughter, grandparent, grandchild, or in-law of the same relationship.
2. Days authorized by the Board for school related matters.

3. Jury Duty. Bargaining unit employees who are summoned and serve on a jury shall be granted leave and paid the difference between the normal wages for a day's absence from the job and the fee paid by the court, not including travel. The employer will file with the payroll officer a voucher from the court and proof of attendance. The employee shall report to work on the days that jury duty is not required.

ARTICLE XIV MISCELLANEOUS

- A. The employer may exercise the prerogative of requiring any employee to have health and/or psychiatric exams. The employer will notify the Union of all employer required exams. Cost of all examinations required by the employer shall be paid by the employer. If an employee is required by the employer to have an examination during the work day, the employee shall not suffer loss of leave or pay for that day. Employees shall be required as a condition of employment to meet all statutory obligations of the tuberculin test and submit proof of meeting these requirements prior to issuance of a payroll check. The cost of tuberculin testing will be paid by the employer and the physician will be designated by the employer. Employees who need an X ray can obtain it at the Oakland County Health Department an no charge to the employee.
- B. Any employee desiring to resign shall notify the Board in writing at least 14 calendar days prior to the effective date of the resignation.
- C. All public school employees are members of the Michigan Public School Employees Retirement System and are eligible for retirement benefits after the guidelines of the Act are met.
- D. This Agreement supersedes any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with it terms.
- E. If the provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications 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.
- F. 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 a written and signed amendment to this Agreement.

**ARTICLE XV
PAYROLL DEDUCTIONS**

Upon presentation of appropriate written authorization the employer agrees to make the following payroll deductions:

1. Union dues or service fee.
2. Credit Union - Metro North Federal Credit Union.
3. Insurance premiums (MESSA & MEAFS). Limited to the following:
 - a. Long and Short Term Disability.
 - b. Term Life Insurance.
 - c. Survivor Income Insurance.
 - d. Dependent Life Insurance.
 - e. Hospital Indemnity.
4. United Way.
5. MEAPAC and/or NEAPAC contributions.
6. Tax Sheltered Annuities -

The Board of Education limits the number of companies who sell tax sheltered annuities to seven (7). For a company to qualify, it would need to deliver to the administrative offices a number of valid payroll deduction cards equal to five (5) percent of the prior January's number of persons on payroll as of the first payroll of that month.

7. U. S. Savings Bonds.

**ARTICLE XVI
GENERAL PROVISIONS**

- A. Copies of this Agreement shall be printed at joint expense of the employer and union, and the union shall present it to all employees now employed and hereinafter employed.
- B. An employee shall not be required to do clerical work for teachers unless designated by the immediate supervisor.

C. Evaluation

1. Before the end of the first marking period for students, upon request, the building principal will provide an opportunity for bargaining unit members to discuss their duties and the criteria and/or instruments that will be used for their evaluation. The designated evaluator of each employee will also be disclosed. Employees are encouraged to meet with their designated evaluator and or supervising teacher to discuss specific expectations and concerns.
2. Newly hired employees must be evaluated at least once during the first year of employment. After the initial year of employment, employees must be evaluated at least once on an every other year basis. The evaluation shall take place not later than twenty (20) days prior to the end of the school year.
3. Within five (5) school days of an evaluation, a conference shall be held with the employee to review the evaluation and a copy of the evaluation shall be provided.
4. In the event the employee feels the evaluation is incomplete or unjust, the employee's objection may be put in writing and attached to the evaluation to be placed in the employee's file.

D. An employee will be released from regular duties without loss of pay for the purpose of participating in in-service conferences or workshops, if authorized by the Employer.

E. Bulletin Boards. The Employer will provide a bulletin board in each school building for the posting of notices regarding Union/Holly ESP-MEA/NEA activities or business.

F. Employees will have access to their official personnel files in accordance with the 1978 Public Act 397 as amended.

G. Full Time Employees - definition

1. Full time employees, for purposes of retirement and long term disability, will be considered persons who work 30 hours or more per week, unless specifically prohibited by the Retirement Board, or the insurance carrier.

H. Upon request, copies of the current job descriptions will be provided to an employee.

I. The Board of Education will provide each Holly ESP-MEA/NEA bargaining unit member a copy of the school calendar.

**ARTICLE XVII
WAIVER CLAUSE**

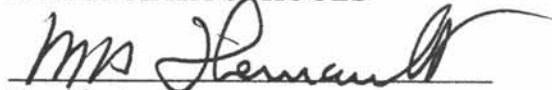
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XVIII
DURATION OF AGREEMENT**

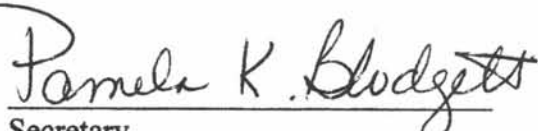
This Agreement shall be effective as of July 1, 1995, and shall continue in full force and effect until June 30, 1998, provided that either party may open negotiations with respect to a replacement agreement sixty (60) days prior to expiration of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their authorized representative this day and year first mentioned above.

BOARD OF EDUCATION
HOLLY AREA SCHOOLS

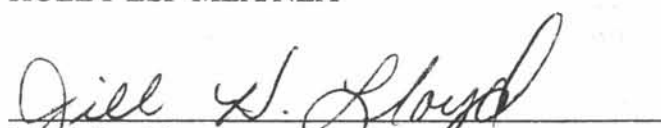


President



Secretary

HOLLY ESP-MEA/NEA



Local President



Vice President

SCHEDULE A

Year of Employment	1995-96	1996-97	1997-98
A. Instructional Assistants & Instructional Assistants/Health Care Assistants			
1st	\$7.28	\$7.43	\$7.58
2nd	7.67	7.83	7.99
3rd	8.08	8.25	8.42
4th	9.07	9.26	9.45
B. Clerks			
1st	\$7.37	\$7.52	\$7.68
2nd	7.85	8.01	8.18
3rd	8.24	8.41	8.58
4th	9.26	9.45	9.64
C. Library Technicians			
1st	\$7.48	\$7.63	\$7.79
2nd	8.00	8.16	8.33
3rd	8.44	8.61	8.79
4th	9.39	9.58	9.78

SCHEDULE B
EMPLOYEE FRINGE BENEFITS

- A. Holidays. The following Holidays shall be paid each year of the contract. To qualify, the employee shall work the day before and the day after or be on an approved leave.

Thanksgiving Day
The day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Day
Memorial Day

- B. Insurance Coverage. To be eligible for any insurance benefits provided below, the employee shall be responsible for being properly enrolled on forms provided by the Board of Education and/or the applicable insurance company and shall work 35 hours per week and 180 days per year. Benefits for employees who work less than 35 hours per week shall be prorated based upon the regular hours per week as compared to 35 hours per week for full time employees. Holly Area School District shall provide insurance for those who qualify and have no other coverage. There shall be no duplication of coverages.

If a spouse of an employee has insurance coverage, the spouse shall not drop coverage from his/her employer to take Holly Area Schools insurance.

1. Hospitalization will be provided equal to MESSA Super Care I.
2. Insurance options specified by the employer up to \$400 per year will be provided if Health Insurance is not used.
3. Dental Insurance Equal to Delta Dental Plan B with:
 - 60% Class I benefits
 - 50% Class II benefits
 - 50% Class III benefitswill be provided.
4. Vision Insurance Equal to VSP-2 will be provided.

Insurance caps on premiums for health, dental and vision will be:

95/96 Employee pays (payroll deduction) all insurance cost over 3% of 94/95 base.

96/97 Employee pays (payroll deduction) all insurance cost over 6% of 94/95 base.

97/98 Employee pays (payroll deduction) all insurance cost over 9% of 94/95 base.

It is understood that any member of the bargaining unit covered by, or eligible for any other employer paid group health and hospitalization, dental, or optical policy is not eligible for the above coverage.

Coordination of benefits will be allowed if the spouses insurance is a self paid plan.

Any member with double insurance coverage on him/herself or any family member shall reimburse the Board for the cost of that insurance coverage for the length of the school year when discovered. This does not apply to Insurance Options.

By signing the application for insurance coverage, the employee is certifying to the Board that he/she or their family members are not eligible for any other employer paid group insurance coverage.

The Board of Education shall have the authority to award the contract for life, health, dental or optical insurance to the companies offering the lowest cost to the district.

The Board, by payment of the premiums required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. The failure of an insurance company to provide any of the benefits for which it was contracted for any reason, shall not result in any liability to the Board of Education, or the Holly ESP-MEA/NEA bargaining unit, nor shall such failure be considered a breach of any obligation by either of the parties to this agreement.

SCHOOL CALENDAR
1995-96

August 23	First Day For Teachers
August 24	First Day For Students
September 2-4	Labor Day Recess
October 26	End Of First Marking Period
October 27	Teacher Work/Inservice Day No Students
November 23-26	Thanksgiving Recess
December 23 - January 7	Winter Recess
January 12	End Of Second Marking Period
January 15	Teacher Work/Inservice Day No Students
February 12	Teacher Inservice No Students
February 23-27	Winter Break
March 21	End Of Third Marking Period
March 22	Teacher Work/Inservice Day No Students
April 5-14	Spring Recess
May 10	Possible Make-Up Day
May 13	Possible Make-Up Day
May 25-27	Memorial Day Recess
June 12	Last Day For Students
June 13	Last Day For Teachers

Teacher work/in-service days will be 1/2 work day and 1/2 in-service day.

In the event that more than two make-up days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

Make-up days will be assigned for the first available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up days in the contract will be used as vacation days.

If a scheduled make-up day is not required, it will be a vacation day.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

187 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	45 Days
2nd Marking Period	43 Days
1st Semester	88 Days
3rd Marking Period	44 Days
4th Marking Period	49 Days
2nd Semester	93 Days

SCHOOL CALENDAR
1996-97

August 26	First Day For Teachers
August 27	First Day For Students
August 31 -September 2	Labor Day Recess
October 31	End Of First Marking Period
November 1	Teacher Work/Inservice Day No Students
November 28-December 1	Thanksgiving Recess
December 21 - January 5	Winter Recess
January 17	End Of Second Marking Period
January 20	Teacher Work/Inservice Day No Students
February 10	Teacher Inservice No Students
February 21-24	Winter Break
March 20	End of Third Marking Period
March 21	Teacher Work/Inservice Day No Students
March 28-April 6	Spring Recess
May 12	Possible Make-Up Day
May 24-26	Memorial Day Recess
June 13	Last Day For Students
June 14 or 16	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that more than one make-up day is required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

A make-up day will be assigned for the available scheduled day following the student day that is lost due to weather, etc. A minimum of two day's notice will be given the staff, otherwise the make-up day in the contract will be used as a vacation day.

If a scheduled make-up day is not required, it will be a vacation day.

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The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

188 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	40 Days
4th Marking Period	52 Days
2nd Semester	92 Days

SCHOOL CALENDAR
1997-98

August 25	First Day For Teachers
August 26	First Day For Students
August 30 - September 1	Labor Day Recess
October 30	End Of First Marking Period
October 31	Teacher Work/Inservice Day No Students
November 27-30	Thanksgiving Recess
December 20 - January 4	Winter Recess
January 16	End Of Second Marking Period
January 19	Teacher Work/Inservice Day No Students
February 9	Teacher Inservice No Students
February 20-23	Winter Break
March 26	End Of Third Marking Period
March 27	Teacher Work/Inservice Day No Students
April 10-19	Spring Recess
May 23-25	Memorial Day Recess
June 12	Last Day For Students
June 13 or 15	Last Day For Teachers

Teacher work/inservice days will be 1/2 work day and 1/2 inservice day.

In the event that makeup days are required, the student and teacher year will be extended by the number of days required.

** If the student year were to end on a Friday, teachers would have the option to check out either Saturday or Monday.

The superintendent may authorize up to 3 early-release days. The decision to do so, and selection of the dates, will be made by the end of the first marking period of the school year, after consultation with the HEA president and/or appropriate committee(s). Students would be dismissed up to 2 hours early each day, though each day may be different. HEA members who participate will remain an equal amount of time beyond the usual school-ending time on that day. Those who do not participate will remain at their buildings until the usual school-ending time.

The purposes of these meetings include, but are not limited to in-service, building and/or district wide staff meetings, or other activities which receive prior approval from the superintendent.

189 teacher days, plus two parent-teacher meetings of three hours each.

1st Marking Period	47 Days
2nd Marking Period	43 Days
1st Semester	90 Days
3rd Marking Period	45 Days
4th Marking Period	48 Days
2nd Semester	93 Days

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HOLLY AREA SCHOOLS PUBLIC NOTICE

EQUAL OPPORTUNITY EMPLOYMENT POLICY 4170

The Holly Area Schools' Board of Education complies with all Federal laws and Regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Holly Area Schools Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity which it responsible or for which it receives financial assistance from the U.S. Department of Education.

GRIEVANCE PROCEDURES FOR TITLE VI OF THE EDUCATION AMENDMENT ACT OF 1972 TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972 SECTION 504 OF THE REHABILITATION ACT OF 1973 POLICY 4175

SECTION I

If any person believes that the Holly Area School District or any part of the school organization has inadequately applied the principles and/or regulations of (1) Title VI of the Education Amendment Act of 1972, (2) Title IX of the Education Amendment Act of 1972, and (3) Section 504 of the Rehabilitation Act of 1971, he/she may bring forward a complaint, which shall be referred to as a grievance to the local Coordinators:

Title VI & IX	Section 504
Joan Balthazor Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431	Janet Stack-Miller Holly Area Schools 111 College St. Holly, MI 48442 313-634-4431

SECTION II

The person who believes he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the local Coordinator, who shall in turn investigate the complaint and reply to the complaint in writing within two (2) days. If this reply is not acceptable according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2

If the complainant wishes to appeal the decisions of the Coordinator, he/she may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied he/she may appeal through a signed, written statement to the Board of Education within five (5) business days of his receipt of the Superintendent's response in step two (2).

In an attempt to resolve the grievance the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

Step 4

If at this point, the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington, D.C. 20201.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Superintendents' office.

