

8/31/94

AGREEMENT

BETWEEN

KALEVA NORMAN DICKSON SCHOOL DISTRICT BOARD OF EDUCATION

AND

KALEVA NORMAN DICKSON EDUCATION ASSOCIATION

KALEVA NORMAN DICKSON SCHOOL DISTRICT

BRETHREN, MICHIGAN 49619

September 1, 1992 - August 31, 1994

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Kaleva Norman Dickson School District



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AGREEMENT

This Master Contract is entered into this first day of September, 1992, by and between the Board of Education of the Kaleva Norman Dickson School District, hereinafter called the "Board," and the Kaleva Norman Dickson Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Kaleva Norman Dickson School District Board of Education is required by law to negotiate with the Kaleva Norman Dickson Education Association on wages, hours and the terms and conditions of employment of teachers; and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I

RECOGNITION

- A. Pursuant to Act 379, Public Act of 1965, as amended, the Kaleva Norman Dickson Board of Education hereby recognizes the Kaleva Norman Dickson Education Association as the sole and exclusive bargaining representative for all teaching personnel, including counselor, librarian and teachers who work a minimum of one-half day on a regular basis, but shall exclude office workers, cafeteria help, bus drivers, teachers' aides, and athletic director (when fulfilling his duties as athletic director).
- B. The term "teachers" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit, as above defined. References to male teachers shall mean all teachers.
- C. The term "Board" shall include its officers and agents.
- D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, PA of 1965, for the duration of this Agreement.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS

SECTION I

- A. Pursuant to Act 379, PA of 1965, the Board hereby agrees that certified teaching personnel under contract of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Act 379, by other laws of the State of Michigan, or by the Constitution of the State of Michigan and the United States; that it will not discriminate against any employee with respect to hours, salary, terms or conditions of employment by reason of his membership in the Association, of his institution of any grievance, complaint or proceeding with respect to any terms or condition of employment under, or aside from, the specific terms of this Agreement.
- B. The Association and its members, upon permission of the administration, shall be permitted to use school-building facilities.
- C. No teacher shall be enjoined from exhibiting identification of membership in the Association, either on or off the school premises.
- D. The Board agrees to furnish to the Association in response to all reasonable requests all information concerning the financial resources of the district, tentative budgetary requirements and allocations, and other such information which may be necessary to its preparations in collective bargaining and negotiations. Such requests will be handled in as timely a manner as possible.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in an association with the activities of an employee organization. The Board and the Association pledge themselves

to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

- G. That upon written authorization from any teacher, the Board will deduct annuities and other payroll deductions. Deductions to a new annuity, investment or savings company will require a minimum participation of three teachers before deductions to such new company will be allowed. Association dues, upon request, shall be deducted in equal amounts over a maximum of the first sixteen (16) pays, starting in September of each school year.
- H. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by teachers who are officers or agents of the Association. No more than three (3) teachers may be absent per day. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will provide the cost of hiring substitute teachers.
- I. Academic Freedom
 - 1. Realizing that a teacher cannot provide adequate stimulation to students or permit the free exchange and development of ideas without occasional, unexpected results that are easily misconstrued when removed from context, it is agreed that an atmosphere of academic freedom will be maintained. Teachers shall be free to present the several sides of controversial issues and topics to the best of their ability and knowledge and within the level of maturity of the students involved. This academic freedom shall not include discussions relating to Association business or to the employer-employee or employee-employee relationships within the school.
 - 2. Individual teachers shall determine topics discussed, assignments given and grades earned. This does not limit the administration's right to review and comment on the above.
 - 3. The Board and Association recognize that the responsibility of evaluating students lies with the teachers. In the event a student is retained/promoted at the request of his parent, guardian, or an administrator, contrary to the teacher's recommendation, such action should be noted in the student's personal file.

SECTION II

- A. AGENCY SHOP - The Board agrees it shall be a condition of employment that all teachers employed shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association, and such authorization shall continue in effect from year to year unless revoked in writing; or
 2. Cause to be paid to the Association a representation fee to be established in accordance with Association procedures. Such representation fee shall be activated within thirty (30) days following the Association's notification to nonmembers and the Board of the fee for that given school year and shall be appropriately prorated.
 3. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association no later than twenty (20) days following the deduction.
- B. In the event of any legal action against the Employer, or any of its agents, brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- C. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, the school district, school board members, and agents and representatives of the Board of Education of the school district from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

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 and 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 system and its properties and facilities and school-related activities.
 2. To hire all employees and subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions for their continued employment or their dismissals or demotions; and to promote and transfer all such employees.
 3. To establish grades and courses for instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; with input allowed by the Education Association.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of the teaching aids of every kind and nature, respecting the recommendation of the appropriate curriculum committee.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- C. The Association agrees to inform the Board, in writing, of all officers of the KNDEA after each election and whenever changes are made throughout the year.

- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of this Agreement.
- B. A representative of the Association and one other member of the negotiating team will concur with the Board in the placement of teachers on the salary schedule on or before the fourth Friday of September each school year. Lack of agreement on the proper step and schedule placement of any teacher shall be subject to the provision of the Professional Grievance Procedure, as set forth herein.
- C. Teachers shall be reimbursed for traveling expenses incurred while attending authorized local, district, regional or state meets, contests, clinics and conferences if arrangements are made and approved by the administration at least forty-eight (48) hours in advance of scheduled events.
- D. Teachers who, during the 1992-93 school year and each year thereafter, shall attain 11 through 15 years of service in the District shall receive a \$400-longevity bonus; 16 through 20 years of service in the District shall receive a \$800-longevity bonus; and 21 years and over in the District shall receive a \$1000-longevity bonus. Time of service will be determined on June 15 of each school year. Years of service shall be rounded to the major fraction thereof; i.e., 15 years 5 months = 16 years. The bonus shall be paid on the second (2nd) pay period of June each year.
- E. Teachers who are required as part of their regular duties on a regular basis to use their own vehicles for transportation between schools will be allowed 22 cents per mile. Any teacher who uses his own vehicle for transportation to and from any administration-approved activity shall be compensated at the same rate. Procedure for implementing method of payment shall be in agreement with the individual teacher and the Superintendent.
- F. New teachers to the District will report to work two (2) days prior to the beginning of classes, and tenured teachers will report to work one (1) day prior to the beginning of classes.

- G. The mutually negotiated calendar is attached as Appendix A.
- H. The following holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.
- I. A teacher shall be released from regular duties without loss of salary one (1) day each semester for the purpose of participating in area or regional meetings of educational organizations, if prearranged with the administration and if a certified substitute can be secured. This is meant to specifically exclude meetings run by the Michigan Education Association for the purpose of negotiations or contract implementation.
- J. In cases of absence of regular, classroom teachers (those having direct responsibilities for students for the majority of the school day), when the absence is during the course of a normal, student day, the administration will secure a certified substitute, except in emergency situations, i.e., inability to obtain a substitute, fire calls, EMT runs, etc.
- If a certified substitute cannot be obtained, the administration may request a teacher to assume the assignment. Administrators will not assume assignments except in emergencies. Compensation for said assignment will be at the rate of \$14 per class hour.
- K. Teachers shall be reimbursed \$45 for the tuition cost of each semester hour successfully completed, up to a maximum reimbursement of 15 hours per employee. Teachers must have obtained permanent and/or continuing certification before enrollment into the class where reimbursement is requested.
- L. The District will prepare and present to the Association a current list of substitute teachers and their certification prior to the fourth Friday of each school year. Failure to meet this date will subject the Board to budget an additional \$100 in the Professional Development account.
- M. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Said salary schedule shall remain in effect for the duration of the Agreement. It is understood between the Kaleva Norman Dickson School District Board of Education and the Kaleva Norman Dickson Education Association that the Board has the right to place any newly-hired teacher on any step of Salary Schedule A, without being subject to grievance by the newly-hired employee as he gains experience and tenure in the Kaleva Norman Dickson School District. However, in no event shall a newly hired teacher be placed on a salary schedule step higher than their actual years of teaching experience.

ARTICLE V

WORKING HOURS AND RESPONSIBILITIES

- A. The salary schedule is based upon a normal, weekly, teaching load, as hereinafter defined, September 1 to the first week in June, during normal, working hours provided that within said time, 183 working days have been completed, which includes 180 required membership days. School teachers' normal working hours shall be from 8:15 a.m. to 3:25 p.m. The following responsibilities of the respective teachers shall include:

ALL TEACHERS - Student records, classroom inventories, supervision of all class activities, teachers' meetings, curriculum-study groups, parent-teacher conferences, public-relations activities, professional organizations, inservice workshops and supervisory assignments by the Principal.

MUSIC TEACHERS - Supervision and direction of concerts, special productions, and participation in local, district and state-sanctioned contests, as approved by the administration.

VOCATIONAL EDUCATION TEACHERS - Participation in local and state associations in respective areas, as authorized by the State Vocational Education Division of the Department of Education.

COACHES - Supervision and direction of students in all sanctioned games, contests or meets in the respective, assigned sports.

Compensation for attendance at all Board-required-training sessions, conferences and workshops outside of normal working hours, as defined above, shall be at the rate of \$13 per hour. This does not include regular teachers' meetings conducted by administrators.

- B. All teachers shall be entitled to a duty-free lunch period of no less than 25, consecutive minutes.
- C. The elementary teachers shall be provided 45, consecutive minutes per day of nonteaching, preparation time. Otherwise, teachers shall remain with their students, as assigned.
- D. All teachers will be entitled to a working day free of classes at the end of each semester for completing semester reports. Semester exams will be given according to the schedule assigned by the Principal.

- E. The parties understand that some scheduled days of student instruction that are canceled because of conditions not within the control of school authorities--such as inclement weather, fires, epidemics, mechanical failures or health conditions as defined by the city, county or state health authorities--may be counted as days of pupil instruction for computing amounts received in State Aid. However, to the extent that such days may not be counted as days of pupil instruction for computing amounts received in State Aid, then such days shall be rescheduled as pupil-instruction days for teachers, and no additional salary shall be paid to teachers on those days. Said days will be made up in the manner prescribed in the appropriate calendar appendix.

In the event of canceled school, those teachers who have requested the same day(s) as canceled will not be charged the leave day(s) from their accumulated leave days.

ARTICLE VI

TEACHING LOAD AND ASSIGNMENT

- A. The normal, weekly, teaching load in secondary Grades 7-12 will be thirty-five (35), assigned periods of not more than fifty (50) minutes each and five (5) unassigned, duty-free, preparation periods of duration equal to the assigned periods. The normal, weekly teaching load in the elementary schools will be equivalent to thirty-five (35) teaching periods.
- B. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor field of study, except on a temporary basis and/or for good cause.
- C. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignments in the secondary grades will be notified and consulted by their Principal by July 15. Such changes will be voluntary to the extent possible. Reasons for involuntary assignments will be given in writing to the reassigned staff member prior to the assignment.

ARTICLE VII

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and of the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- B. The Board and the Association recognize that 30 pupils is a reasonable class load. Therefore, on the fourth Monday after Labor Day, the Superintendent, principals and the negotiation committee from the Association will meet to study the existing class loads and attempt to make necessary adjustments in order to meet the reasonable, pupil-teacher ratio, as stated above, to adjust pupils to equipment available, such as in laboratory classes. If, for any reason, the above maxima are exceeded in any regular classroom situation, the Board may provide a part-time, adult teacher aide, at the request of the individual teacher, to perform such non-instructional duties as are delegated to him by said teacher.
- C. The parties will meet at mutually agreed upon times for the purpose of discussing possible improvement of the selection and use of educational and instructional tools.
- D. Telephone facilities shall be made available to teachers for their reasonable use, but toll calls are the responsibility of the teacher; i.e., charged to home credit card.
- E. Teachers in each building shall be assured of access to student records, a copy machine and a telephone until the end of the teacher work day.

ARTICLE VIII

VACANCIES AND TRANSFERS

- A. Vacancy - A vacancy is an opening in a bargaining-unit position for a period greater than 90 days which the Board intends to fill on a regularly scheduled basis, albeit on full or part-time.
- B. When a vacancy occurs in any position, the position shall be posted in all buildings for at least ten (10) working days. A job description and necessary certification shall be a part of the posting.
- C. In the event a vacancy occurs during the summer months' recess, the posting shall be sent by first-class mail to all unit members.
- D. Teachers interested in transferring shall make application to the personnel office during the posting period. In filling vacancies, the Board shall consider the certification, background attainments and seniority in the school district.
- E. If no teacher who is certified for the position applies during the posting period, the district may then post the job to non-bargaining-unit people.

Teachers will not be involuntarily transferred without just cause.

ARTICLE IX

LEAVE PAY

- A. Upon initial employment, all teachers will be granted twelve (12) days' leave for each of the first two (2) years of employment. Thereafter, all teachers will accumulate leave days at the rate of ten (10) days per year, up to a limit of 125 days. Leave days (i.e., sick leave) accumulated under previous KND contracts shall be credited to staff members at the beginning of each school year. On or before the fourth Friday of September of each school year, teachers shall be notified as to the number of leave days they have accumulated.
- B. For leave other than sickness, disability or emergency, the administration shall be notified 48 hours in advance.
- C. Unused, or accumulated, leave days, upon termination of a minimum of ten (10) years' employment in the KND system, shall be paid for at the rate of \$15 per day up to a maximum of 75 days.
- D. Leave of absence without pay shall be granted to tenured teachers upon application and approval of the administration for the following reasons: (NOTE: There will be no credit for increments.)
 - 1. Study relative to teacher's licensed field.
 - 2. Military service.
 - 3. Maternity and child care.
 - 4. Teachers who are officers of the Michigan or National Education Association (MEA or NEA) or who are appointed to their staffs.
 - 5. Medical reasons.
- E. A teacher on leave under Paragraph D above shall inform the Superintendent of his intention to return, in writing, at least sixty (60) days prior to the end of the school year preceding the school year he wishes to return. The teacher shall be returned to his last teaching position or to a similar position, being defined as: K-3 - lower elementary; 4-6 - upper elementary; and secondary - any area of certification; or, with his approval, to any other position for which he is certified.
- F. Authorized leave of absence over and above accumulated leave days shall be deducted at the substitute rate on the salary schedule. Unauthorized leave of absence shall be deducted at the rate of 1/183rd of the annual salary for each day of unauthorized absence.

- G. Leaves with pay not chargeable against the teacher's leave pay allowances shall be granted for the following reasons, upon notification of the administration and with the duration of said leave to be determined with the administration at the time of notification, except as set forth in G-1 below:
1. Absence when a teacher is called for jury duty, in which event the Board shall pay the difference of his regular salary and the compensation he receives for jury duty.
 2. Court of record appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings.
 3. Approved visitations at other schools or for attending educational conferences or conventions.
- H. Any teacher who is absent because of injury or disease which arose out of or during the course of his employment for which he receives compensation under the Workers' Compensation Law, may, at his election, receive from the Board the difference between the allowance under the Workers' Compensation Law and his regular salary for the number of days he has accumulative leave. This is provided, however, that in the event he received compensation under the Workers' Compensation Law and his salary, then there shall be no deduction from any of his accumulative leave benefits provided for in this Agreement.

ARTICLE X

TEACHER EVALUATION

- A. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be advised of the specific criteria on which he will be evaluated. Each teacher evaluation shall be subject to the following, minimum criteria:
1. Knowledge of subject matter.
 2. Techniques of instruction.
 3. Classroom management.
 4. Relationships with pupils, parents and professional colleagues.
- B. Evaluations will be conducted by the administration. It is the primary objective of evaluations to assist in improving the teaching methods of teachers as expressed in the evaluation summaries and recommendations provided by the administrator who is conducting the evaluation. Probationary teachers will be observed at least three (3) times per year, and tenured teachers will be observed at least one (1) time every two (2) years.

- C. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher.
- D. Test results of academic progress of students shall not be used in any way as evaluation of the quality of teachers' service or fitness for retention.
- E. An observation of the teacher shall be for not less than 30 consecutive minutes.
- F. Teaching assignments outside the teacher's area of certification shall not be evaluated.
- G. The schedule of evaluations is as follows: the first evaluation within sixty (60) days of the beginning of the school year or date of hire, and the last evaluation by the 60th day before the end of the school year (or by April 1).
- H. The administrator shall prepare and submit a written report with recommendations to the teacher within five (5) calendar days of the observation.
- I. The administrator shall hold a post-observation conference with the teacher within ten (10) days of the observation for the purpose of clarifying the written report and recommendations.
- J. If an administrator believes a teacher needs improvement in a particular area, the reason shall be set forth in specific terms and shall be an identification of the specific ways in which the teacher is to improve and the assistance to be given by the administrator. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- K. A teacher who disagrees with the observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question. Any teacher who is disciplined or discharged as a result of their evaluation may submit their complaint through the grievance procedure, provided that in the case of probationary teachers, arbitration shall be strictly advisory (see Article XIII).
- L. Each teacher shall have the right, upon request to the administration, to review the contents of his own personal file, placed there after initial date of employment. A representative of the Association may, at the teacher's request, accompany the teacher for this review.
- M. No teacher shall be discharged, disciplined or reprimanded or suffer a reduction of compensation without just cause.

- N. Teachers who violate the working conditions of this Agreement shall be confronted first verbally, and subsequently verbally and in writing by the building principal. Exceptions to this procedure are cases of gross misconduct, which include, by way of illustration and not by way of limitation, inebriation on the job, theft or child abuse.
- O. The final evaluation report by April 1st of probationary years will contain the principal's recommendation for the school Board's consideration and action regarding continuation of probation, extension of the probationary period or discharge. The final report to the school Board will not contain information not made known to the teacher by the Principal.

ARTICLE XI

TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary action and methods involving them shall be reasonable. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher which arose out of or in the course of his employment shall be promptly reported in writing to the Board or its designated representative. The Board will provide, without cost to the teacher, approved legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article, except for gross negligence or gross neglect, shall not be charged against the teacher.
- D. Any complaints worthy of serious note made to the administration by a parent of a student, directed toward a teacher, shall be promptly called to the teacher's attention. No materials of an adverse nature shall be included in a teacher's personal file without that teacher's having first seen them and signed them. Such signature shall be required and is not in any way to be considered to denote acceptance of those materials by the teacher,

but shall only acknowledge that the teacher is aware of their presence in his file. The teacher shall have the right to attach an explanation of rebuttal to any materials contained in the file which he feels is of an adverse nature.

- E. 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 the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

ARTICLE XII

NEGOTIATIONS PROCEDURE

- A. Beginning not later than June 1, 1994, the Association and the Board agree to commence negotiations over a successor Agreement.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. The Association alleging a violation of the express provisions of this contract shall, within five (5) working days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the teacher or Association shall reduce the grievance to writing and proceed, within ten (10) working days of said discussion, to the next step of the Grievance Procedure.
- B. Within five (5) working days of the receipt of the grievance, the building principal shall meet with the Association (affected teachers may or may not be present at such meeting) in an effort to resolve the grievance.
- C. If the grievance is not resolved by the principal and Association, the Association then may, within five (5) working days after said meeting, file the grievance with the Superintendent. He shall have ten (10) working days from receipt to approve or disapprove it and report, in writing, to the Association reasons why the grievance is approved or disapproved. A meeting of the Superintendent and the Association may be held, if desired by either party.
- D. If the grievance is not solved at the Superintendent's level (Paragraph C above), the Association shall have five (5) working days to submit said grievance to the Secretary of the Board, indicating, in writing, why they (the Association) think further action is necessary.

- E. Within 15 working days from receipt of the grievance, the Board shall pass on the grievance and report, in writing, to the Association. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.
- F. Failure to appear within the above time limits shall be deemed acceptance of the decision. However, if the decision of the Board is not satisfactory to the Association, the grievance may be appealed to arbitration. The Association may have ten (10) working days after the Board action to appeal to arbitration. Such appeal shall be in writing and shall be delivered to the Board within the said ten (10) working-day period and if not delivered, the grievance shall be abandoned.

Within ten (10) working days of receipt of the grievance, the Board and the Association will meet to select an arbitrator agreeable to both parties. If, after five (5) working days, the parties are not able to agree upon an arbitrator, he shall be selected through the American Arbitration Association, whose rules and regulations shall, likewise, govern the arbitration proceedings. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, or any other national, state, county, district or local laws. The arbitrator shall not usurp the function of the Board of the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the arbitrator shall be final and binding except in the case of a grievance by a probationary teacher of an evaluation, in which case the decision of the arbitrator will be advisory only.

The arbitrator's fee shall be divided equally between the parties; each party shall bear any additional expenses incurred by themselves in connection therewith.

- G. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated, with full reimbursement of all professional compensation lost. If he

shall have been found to have been improperly deprived of any professional compensation or advantage, the same, or its equivalent in money, shall be paid to him.

- H. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the Professional Grievance Procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be supervisory of executive function.
- I. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board to hold the proceedings during regular hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

ARTICLE XIV

PROFESSIONAL STUDY COMMITTEE

- A. There shall be established a Professional Study Committee composed of (but not limited to) Board and Association members appointed by their respective Board or Association to study subjects mutually agreed upon relating to the school system.
- B. The parties agree that the Professional Study Committee and its subcommittees serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- C. Representative on such committees may be excused, upon request, from the performance of other work up to five (5) hours per week for the purpose of serving on such committees.

ARTICLE XV

LAYOFF AND RECALL

- A. There shall be no layoff without just cause.
- B. Teachers subject to layoff shall be notified, in writing, of layoff at least sixty (60) calendar days prior to such layoff.

- C. Seniority shall be computed from the date of hire in the district and shall be defined to mean the amount of time continuously employed in the district. Time spent on layoff shall continue to accrue. Time spent on approved leave shall not be deemed a break in continuous service time, nor shall it accrue. The district shall prepare and present to the Association a current seniority list of teachers prior to the fourth Friday of September each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. Service less than full teaching load shall count as if the service were at the full teaching load, but only for the purpose of this article.
- D. To implement any layoff, the following order shall govern:
1. Teachers with the least seniority shall be laid off first.
 2. In the event that two (2) or more teachers have the same seniority and if not all of them are to be laid off, the Board shall retain the teacher, or teachers, with the earliest date of hire with the district, then on the basis of the total number of years' teaching experience, and finally, if necessary, a selection procedure agreed to by the Board and the Association shall be applied.
 3. A teacher notified that a position, or program, is being eliminated shall have the right to replace another member of the bargaining unit who is the least-senior teacher within any area for which the teacher is certified.
- E. Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certificated for the vacancy. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification to fill the vacancy which has arisen.
- F. The Board shall give written notice of recall from layoffs by sending a registered, or certified, letter to said teacher at his last-known address with a copy sent to the Association President. It shall be the responsibility of each teacher to notify the Board of any changes in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall or other notice to teacher.

If a teacher fails to reply within twenty (20) calendar days of the date of sending of the recall, unless an extension is granted, in writing, by the Board, said teacher shall be considered a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

- G. Reduction of a position by the Board from full to part time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of a recall to a full-time position.
- H. Refusal, or acceptance, of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.
- I. The individual contract, executed between the employer and each individual teacher is subject to the terms and conditions of this Agreement. It is specifically agreed that this section takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this section.

ARTICLE XVI

MISCELLANEOUS AGREEMENTS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its term. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.
- B. Copies of this Agreement shall be professionally printed, and the expense shall be divided equally between the Board and the Association. The contract shall be presented to the Association within sixty (60) days of ratification for distribution to all teachers now employed, or hereafter employed, by the Board. In addition, the Association shall be given thirty (30) extra copies of the Master Agreement.
- C. No service, duty or activity performed by any teacher during the 183 days of the regular, school year shall be rewarded with extra pay, excepting those extra duties, services and activities set forth in the salary agreement.
- D. Increments become effective and advancement under the salary schedule shall be automatic as of September 1 or February 1, upon completion of fifteen (15) hours, a Master's Degree, or with a full year's teaching experience.
- E. In addition to the basic teacher salary, as provided in Schedule A, there will be paid a further sum as listed in the attached Extra Duties Beyond Classroom Teaching and Outside of School Hours (Schedule B).
- F. Age shall not be used as criteria for dismissal or retirement.

- G. Over and above the basic salary of each teacher, the Board will contribute five percent (5%) of the teacher's salary into the retirement fund as per the requirements of the Michigan Public Schools' Employees' Retirement System (MPSERS).

ARTICLE XVII

FRINGE BENEFITS

- A. Upon acceptance by the insurance company of a written application (new employee or employee changing coverage), the Board shall provide, without cost to the employee (see Paragraph E), the premium costs to MESSA for the below stated insurance package, A or B, for a full, twelve-month period beginning September 1 of each year for each employee who works a minimum of one-half day on a regular basis and for his/her immediate family (spouse and dependent children) and for any other eligible dependents (defined by the United States Internal Revenue Service). Limited Medicare Supplement premiums shall be paid on behalf of the employee and/or spouse eligible for Medicare, if provided by law.

PLAN A - For employees needing health insurance:

Super Care I

LTD MESSA Plan I Long-term Disability Insurance for each teacher. Benefits shall begin upon termination of ninety (90) calendar days or upon termination of the teacher's sick leave, whichever is greater, and continue at 66 2/3% to age 70 and should include the following additional features:

1. No exclusion on mental and nervous conditions.
2. No exclusion on alcoholism and drug addiction.
3. Social Security freeze.
4. Primary Social Security offset.
5. Three-year, own-occupation clause.

Delta Dental Plan 75/60/75:\$1,200.

Negotiated Life \$20,000 with AD&D

Vision VSP-2

PLAN B - For employees NOT needing health insurance:

| | |
|-------------------|--------------------|
| LTD | Same as in Plan A |
| Delta Dental Plan | 80/80/80:\$1,300. |
| Negotiated Life | \$30,000 with AD&D |
| Vision | VSP-3 |

Bargaining unit members not electing the MESSA Insurance Package Plan A will select MESSA Insurance Package Plan B. Any contribution amounts exceeding the Employer's subsidy (see Paragraph E) shall be payroll deducted. An open enrollment period shall be provided from September 1 through September 30.

- B. Employees newly hired by the employer shall be eligible for employer-paid insurance premiums upon acceptance of a written application by the insurance carrier on the first day of the month during which employment commences. Employees shall have benefits terminated on the first day of the month following termination of employment, if said date is prior to the end of the school year.
- C. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder. Further, to be eligible for the above coverages (or increase in coverages), employees must be able to perform the "at-work requirements" with this employer before life and LTD insurance benefits become effective.
- D. Should the employee terminate employment with the District, he/she shall have thirty-one (31) days from the date of termination to convert his/her negotiated, group life insurance coverage and any life insurance offered through the employee's health insurance program to an ordinary life insurance policy, without medical examination. It MAY be possible to retain and transfer some term life insurance coverage to a direct-pay basis. It is the employee's responsibility to check with the insurance carrier.
- E. Effective with the 1992-1993 contract year, full-time employees electing insurance protection will be provided with the following, monthly subsidy toward insurance purchase; the District will pay this premium:

| | | |
|--------|---|----------|
| PLAN A | - | \$415.72 |
| PLAN B | - | \$ 92.93 |

For 1993-94: The Board's premium costs for Plan A and Plan B will not exceed an increase of 10% of the dollar amount stated in the 1992-93 contract year.

Teachers will be allowed a 10% increase over the 1993-94 premium during the summer of 1994 in the event the ensuing contract has not been settled.

Premiums exceeding these subsidies will be deducted on a monthly basis from the employee's payroll.

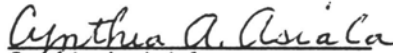
ARTICLE XVIII

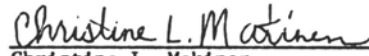
DURATION OF AGREEMENT

This Agreement shall become effective on the first day of September, 1992, and shall remain in full force and effect for two (2) years, until the 31st day of August, 1994, and said Agreement shall not be extended orally, and it is expressly understood that it shall expire subject to the provision below on the date indicated.


IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year written, and the President and Treasurer of the Kaleva Norman Dickson School District do hereby certify that they are authorized to execute this Agreement on behalf of said School District by authority of the Board of Education, and the two officers of the Kaleva Norman Dickson Education Association do hereby certify that they are authorized to execute this Agreement on behalf of said Education Association by authority of its membership.

KALEVA NORMAN DICKSON
EDUCATION ASSOCIATION
BY:


Cynthia A. Asiala
President


Christine L. Makinen
Negotiating Team Member

KALEVA NORMAN DICKSON
BOARD OF EDUCATION
BY:


Gene Lagerquist
President


Shelby K. Soack
Treasurer

SCHEDULE A
SALARY SCHEDULE
1992-1993

| <u>STEP</u> <u>INDEX</u> | <u>BA</u> <u>1.57</u> | <u>BA+15</u> <u>1.60</u> | <u>MA</u> <u>1.70</u> |
|-----------------------------|--------------------------|-----------------------------|--------------------------|
| 1 | 21,317. | 21,722. | 22,277. |
| 2 | 22,667. | 23,170. | 24,010. |
| 3 | 24,017. | 24,618. | 25,743. |
| 4 | 25,367. | 26,066. | 27,476. |
| 5 | 26,717. | 27,514. | 29,209. |
| 6 | 28,067. | 28,962. | 30,942. |
| 7 | 29,417. | 30,410. | 32,675. |
| 8 | 30,767. | 31,858. | 34,408. |
| 9 | 32,117. | 33,306. | 36,141. |
| 10 | 33,467. | 34,755. | 37,870. |

SCHEDULE A
SALARY SCHEDULE
1993-1994

| <u>STEP</u> <u>INDEX</u> | <u>BA</u> <u>1.57</u> | <u>BA+15</u> <u>1.60</u> | <u>MA</u> <u>1.70</u> |
|-----------------------------|--------------------------|-----------------------------|--------------------------|
| 1 | 22,383. | 22,808. | 23,390. |
| 2 | 23,800. | 24,329. | 25,209. |
| 3 | 25,218. | 25,849. | 27,028. |
| 4 | 26,635. | 27,370. | 28,848. |
| 5 | 28,053. | 28,890. | 30,667. |
| 6 | 29,470. | 30,411. | 32,486. |
| 7 | 30,888. | 31,931. | 34,306. |
| 8 | 32,305. | 33,452. | 36,125. |
| 9 | 33,723. | 34,972. | 37,944. |
| 10 | 35,141. | 36,493. | 39,763. |

SCHEDULE B
EXTRA PROJECTS BEYOND CLASSROOM TEACHING
AND OUTSIDE OF SCHOOL HOURS

The extra-duty salary is computed by multiplying the percentage listed for activity times the step on the BA Salary Schedule corresponding to years of experience in that particular activity, giving one (1) full step credit for each three (3) years of experience, to a maximum of ten (10) years or to Step 4 on the BA Salary Schedule. All positions listed will not necessarily be filled.

| <u>YRS/EXPERIENCE</u> <u>INDEX STEP/BASE</u> | <u>1-2-3</u> <u>1</u> | <u>4-5-6</u> <u>2</u> | <u>7-8-9</u> <u>3</u> | <u>10+</u> <u>4</u> |
|---|--------------------------|--------------------------|--------------------------|------------------------|
| <u>ATHLETICS</u> | | | | |
| Varsity Football | 10% | 10% | 10% | 10% |
| Assistant Football | 07% | 07% | 07% | 07% |
| Varsity Basketball | 10% | 10% | 10% | 10% |
| J.V. Basketball | 07% | 07% | 07% | 07% |
| Junior High Basketball | 04% | 04% | 04% | 04% |
| Varsity Volleyball | 10% | 10% | 10% | 10% |
| J.V. Volleyball | 07% | 07% | 07% | 07% |
| High School Track | 07% | 07% | 07% | 07% |
| Junior High Track | 04% | 04% | 04% | 04% |
| Varsity Baseball/Softball | 07% | 07% | 07% | 07% |
| J.V. Baseball/Softball | 04% | 04% | 04% | 04% |
| Varsity Cheerleading Advisor | 07% | 07% | 07% | 07% |
| J.V. Cheerleading Advisor | 05% | 05% | 05% | 05% |
| Junior High Cheerleading Advisor | 04% | 04% | 04% | 04% |
| <u>OTHERS</u> | | | | |
| Band - Pep, Marching | 10% | 10% | 10% | 10% |
| Play Director | 04% | 04% | 04% | 04% |
| Forensics | 06% | 06% | 06% | 06% |
| Yearbook Advisor* | 08% | 08% | 08% | 08% |
| F.H.A. | 10% | 10% | 10% | 10% |
| Elementary Christmas Program Director | 03% | 03% | 03% | 03% |
| National Honor Society Advisor | 03% | 03% | 03% | 03% |
| High School Student Council Advisor | 03% | 03% | 03% | 03% |
| Junior High School Student Council Advisor | 02% | 02% | 02% | 02% |

*NOTE: If not part of class schedule.

- A. BAND INSTRUCTOR - Summer Band Commitments: There shall be no additional compensation for Memorial Day performances. The Band Instructor shall be compensated \$60 for other, summer performances, up to a maximum of three (3) performances. The Board shall determine if the band is to perform.
- B. CLASS ADVISORS - Payable in one lump sum the 2nd payroll of June each year:
9th Grade - \$200; 10th Grade - \$200; 11th Grade - \$400; 12th Grade - \$400.

- C. DRIVERS' EDUCATION - Student, road time shall be computed at the rate of \$12 per hour. Classroom time shall be at the rate of \$12 per hour.
- D. QUIZ BOWL - Payable in one lump sum the 2nd payroll of June each year: \$100.
- E. ODYSSEY OF THE MIND - Payable in one lump sum the 2nd payroll of June each year: \$200.
- F. SKI CLUB ADVISOR - Payable at \$20 per trip.
- G. That it is expressly understood that any assignment in Schedule B as same pertains to coaches and others shall be the sole prerogative of the Board, and, as such, jobs in these categories do not in any way acquire tenure. Failure to appoint in these categories shall not be a basis of any grievance.
- H. All head coaches will be evaluated within thirty (30) calendar days following the conclusion of an activity. It shall be the joint responsibility of the person who performed the athletic assignment and his athletic director to evaluate the activity. At that time the athletic director will inform the person that he will not be recommended by the athletic director for the position in the following school year or that he will be recommended by the athletic director for continued assignment to the position. Coaching vacancies and those coaches not recommended for reemployment into the athletic position will be posted. In either event, following the recommendation of the Athletic Director, the Board will act on said recommendation within thirty (30) calendar days.
- I. If the Board decides to suspend an activity to which a teacher has been assigned, any and all existing contracts and position selections for the activity will be void.
- J. Coaches moving to a new, sport area, or coaches advancing from a lower-level sport to an upper-level (i.e., junior high basketball to J.V. basketball to varsity basketball) will start at the 1st year of each level. Those coaches moving from upper-level to lower-level positions will carry their experience with them. All coaching experience is based on coaching experience in the District.
- K. Positions listed under "Other," (which are class-related), the driver education position and the class-advisorships may continue, or be reinstated, with administrative approval.

APPENDIX A
SCHOOL CALENDAR
1992 - 1993

| <u>TEACHER DAYS</u> | <u>STUDENT DAYS</u> | | |
|-------------------------|-------------------------|--|---|
| 1 | 0 | August 28 August 31 | New Teacher Orientation Teacher Orientation |
| 21 | 21 | September 1 September 7 | First Student Day Labor Day (No School) |
| 22 | 22 | October 23 October 30 | Curriculum Development (1/2 Day/Students) First Marking Period Ends (43 Days) |
| 19 | 19 | November 5 November 25 November 26-27 | Parent/Teacher Conferences (2-7:00 p.m.) (1/2 Day/Students) Curriculum Development (1/2 Day/Students) Thanksgiving Break |
| 16 | 16 | December 23 | Christmas Break Begins |
| 20 | 19 | January 4 January 15 January 18 January 29 | School Resumes First Semester Ends (45/88 Days) Teacher Record's Day (No School/Students) Curriculum Development (1/2 Day/Students) |
| 20 | 20 | February 26 | Curriculum Development (1/2 Day/Students) |
| 20 | 20 | March 19 March 25 March 26 March 29-April 2 | Third Marking Period Ends (44 Days/132 Days) Parent/Teacher Conferences (3-6:00 p.m.) (1/2 Day/Students) Curriculum Development (1/2 Day/Students) Spring Break |
| 19 | 19 | April 9 April 30 | Good Friday (No School) Curriculum Development (1/2 Day/Students) |
| 20 | 20 | May 31 | Memorial Day - No School |
| 5 | 4 | June 4 June 7 | Second Semester Ends (48/180 Days) Last Student Day Teacher Record's Day (No School/Students) |
| 183 | 180 | | <u>TOTALS</u> |

Whenever a school day is not counted as a day of instruction, said day will be made up, except for the State's two-day, grace period, as mutually agreed to by the Board of Education and the Education Association.

| | | |
|-----------------------|--------------------------|---------|
| First Marking Period | September 1 - October 30 | 43 Days |
| Second Marking Period | November 2 - January 15 | 45 Days |
| | First Semester Total | 88 Days |
| Third Marking Period | January 19 - March 19 | 44 Days |
| Fourth Marking Period | March 22 - June 4 | 48 Days |
| | Second Semester Total | 92 Days |

1993-94 School Calendar - to be negotiated.

APPENDIX A
STATEMENT OF NONDISCRIMINATION

The Kaleva Norman Dickson School District Board of Education is committed to a policy of nondiscrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status or physical handicap. This policy shall prevail in all of its policies concerning staff, students, educational programs and services, and individuals and companies with whom the Board does business.

The staff shall establish and maintain an atmosphere in which students can develop attitudes and skills for effective, cooperative living, including:

- A. respect for the individual regardless of economic status, intellectual ability, race, national background, religion, sex, age or physical handicap;
- B. respect for cultural differences;
- C. respect for economic, political and social rights of others;
- D. respect for the right of others to seek and maintain their own identities.

The Board and staff shall to the extent possible, work with other institutions and agencies to improve human relations in the schools and to create channels through which citizens can communicate their human relation concerns to the Board and to its employees. In addition, arrangements can be made to ensure that the lack of English language skills is not a barrier to admission or program participation.

GRIEVANCE PROCEDURE

1. If any person believes that any part of the school organization has inadequately applied the principles and/or regulations of its Nondiscrimination Policy, being in some way discriminatory on the basis of religion, race, color, national origin, age, sex, height, weight, marital status or physical handicap, he/she may bring forward a complaint, which shall be referred to as a "grievance," to the Nondiscrimination Coordinator; Douglas R. Fillmore; Kaleva Norman Dickson School District; 4350 High Bridge Road; Brethren, MI 49619. The telephone number is (616) 477-5355 or 477-5356.
2. The person who believe he/she has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with Douglas Fillmore, who shall, in turn, investigate the complaint and reply with an answer to the complaint within two (2) business days. If this reply is not acceptable to the complainant, he/she may initiate formal procedures according to the following steps:

- A. STEP 1 - A written statement of the grievance, signed by the complainant, shall be submitted to Gregory R. Webster, Superintendent, within five (5) business days of receipt of answers to the informal complaint. The superintendent shall further investigate the matter(s) of grievance and reply, in writing, to the complainant within five (5) business days.

- B. STEP 2 - If the complainant remains unsatisfied, he/she may appeal to the Board of Education through a signed, written statement within five (5) business days of his/her receipt of the superintendent's response in Step 1. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned party(ies) and his/her representative(s) within thirty (30) 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 with ten (10) business days of this meeting.

- C. STEP 3 - If, at this point, the grievance has not been satisfactorily settled, further appeal may be made to the Office of Civil Rights; Department of Health, Education and Welfare; Washington, DC 20201.



