

# **AGREEMENT**

*BETWEEN*

**MIDLAND COUNTY EDUCATIONAL SERVICE AGENCY**

*AND THE*

**MIDLAND INTERMEDIATE FEDERATION OF TEACHERS**

**(AFT – MICHIGAN)**

**7/1/2017 - 6/30/2020**

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## **ARTICLE 1. PREAMBLE**

Agreement made effective upon ratification by and between Midland County Educational Service Agency, the Board, and the Midland Intermediate Federation of Teachers, affiliated with the American Federation of Teachers – Michigan, the Union.

## **ARTICLE 2. RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of this Agreement.

### **Unit Defined**

All full-time and regular part-time professional personnel as follows: classroom teachers, teacher consultants, teacher specialists, psychologists, physical therapists, physical therapy assistants, occupational therapists, occupational therapist assistants, speech pathologists, music therapists, social workers, transition coordinators, hearing impaired interpreters and teachers of the homebound/hospitalized, excluding administrators, supervisors, paraprofessionals, substitutes, and all other employees.

## **ARTICLE 3. DEFINITIONS**

1. Wherever the term “employee” is used it includes all members of the unit defined above.
2. Wherever the term “Board” is used, it includes its agents, officers, and trustees.
3. Wherever the singular “employee” is used it includes the plural.
4. Wherever the pronouns “his, him, or he” are used they are gender neutral.
5. Wherever “day” is used it is a regularly scheduled teacher workday.
6. Wherever “hour” is used it is a clock hour.
7. A “school year employee” shall be an employee who normally works from 180 to 220 days.

## **ARTICLE 4. BOARD RIGHTS**

The Board retains all rights, powers, and authority that Michigan and U.S. Constitutions vest in it. The Board reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited only as specifically limited by express provisions of the Agreement and Under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively by the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school’s business, the equipment, the operations and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the

foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The rights to direct the workforce, including the right to hire, promote, discipline, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the workforce, to lay off and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods of changes therein. Employee recommendations in these areas are encouraged.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

#### **ARTICLE 5. FAIR PRACTICES**

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, age, handicap, national origin, sex or marital status or membership or participation in, or association with the activities of, any teacher's organization.
2. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, age, handicap, nationality, sex or marital status or membership or participation in, or association with the activities of, any teacher's organization.
3. All policies and practices shall be fairly applied to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

4. Alleged violations of any of the above provisions shall be solely subject to the grievance procedure and final and binding arbitration under this agreement.

#### **ARTICLE 6. NO STRIKE CLAUSE**

The Union and Board recognize that strikes and other forms of work stoppages by the teachers are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, for the life of this Agreement, the Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge as deemed necessary by the Board.

#### **ARTICLE 7. SCHEDULING AND HOURS OF WORK**

1. The Board and the Union recognize that rigid scheduling is not always in the best interest of the Board, students, or families. Flexible scheduling is intended for the benefit of the families and students served by the Midland County Educational Service Agency.
2. The normal workday for teachers shall be reflective of the schedule of the district, building, and/or program assigned and shall include, but not limited to: student contact time, preparation time, travel time, IEPT meetings, student staffing, parent teacher conferencing, diagnostic evaluations, report writing and assisting students upon arrival and departure. Other administrative assignments such as Medicaid billing, student logging, supporting educational programs and collaborating with staff shall be also considered as part of the work day.
3. IEPT and other formal conferences will be scheduled seven (7) days in advance whenever possible and shall not be scheduled to begin more than fifteen (15) minutes before the start of the school day, nor shall be scheduled to begin more than fifteen (15) minutes after the end of the school day. If meetings fall outside these guidelines, then the evening meeting language shall be followed.
4. The employee shall be allowed up to a one (1) hour duty free lunch period.
5. Evening meetings, described as those beginning after 4:30 pm, shall be limited to four (4) per year. Such meetings will be scheduled with at least seven (7) days advanced notice whenever possible. If further evening meetings are required by a supervisor or Director, then the employee will receive compensatory time.
6. An employee whose assignment is for less than 50% of the regularly scheduled hours per week of a full-time employee (seven (7) hours per day, five (5) days per week) will be paid on an hourly basis for all hours worked. Hourly rates will be determined through proration of the negotiated salary schedule.

Example: An employee, assigned as a teacher of the homebound/hospitalized with a caseload of two hours per day, two days per week, would be paid for four (4) hours per week in addition to any scheduled preparation time.

7. All personnel may elect or be asked to work hours and/or days different from those established in the school calendar. These hours and/or days would be at the employee's option and with the authorization of the employee's immediate supervisor. When this occurs, the employee would be allowed trade time, whereby time may be taken off during a normally scheduled workday.

At the discretion of the Director of Special Education employees may earn up to a maximum of thirty-seven and a half (37.50) trade hours per year. In no case shall an employee be allowed to work in excess of one hundred eighty-six (186) days without a separate contractual agreement.

Trade days are not to be carried over from one (1) fiscal year to the next, except under extenuating circumstances and as approved by the Director of Special Education. (An example of an extenuating circumstance would be when an employee worked a day outside of his school calendar in the month of June. Because the school year is generally over at this time, the employee would not have an opportunity to trade a day before the fiscal year ended on June 30<sup>th</sup>.)

## **ARTICLE 8. CLASS SIZE / CASELOAD**

1. The Board agrees to keep class size consistent with the rules established by the State, and as dictated by the financial limitations of the Board and/or the building facilities available. Class size shall be ultimately at the discretion of the Board.
2. For employees whose caseloads are not dictated by state rules, the number of students served shall remain reasonable and subject to discussion with the supervisor, but the decision of the Board shall be final.

## **ARTICLE 9. CALENDAR**

1. Work year  
Prior to adopting a calendar, the Board will present to the Union a draft of the upcoming School Calendar, which shall include the summer schedule, for review and input. The Board will establish the first day of the calendar, and it shall be used for orientation and other matters as determined by the Board.

In drafting the remaining days of the calendar, the Board will take into consideration several issues, such as calendars developed by the local constituent school districts, federal and state mandates regarding instructional time and program requirements and professional development.

Before the calendars are finalized, the administration will seek input from the association. Then the calendars will be presented at the next Board of Education meeting for review and approval.

2. Summer Schedule

A summer calendar may be established by the Board. Employees will be paid their hourly rate calculated at their rate in effect prior to the beginning of the new school year. Hourly rate will be determined as follows: salary/1302 hours (186 days x 7 hours).

3. Snow Days / "Act of God" Days

Employees shall not be required to report to work on snow or "act of God" days. The Board shall have the right, in accordance with state law, to reschedule any days lost when school is closed for reasons that do not allow such days to be counted as days of instruction. The rescheduling of these days shall not entitle employees to additional compensation.

## **ARTICLE 10. PAYROLL DEDUCTION**

In addition to required deductions, the Board's financial officer shall deduct from the employee's pay, and forward to the appropriate party, amounts designated by the employee for:

1. Credit Union
2. Tax Sheltered Annuities or 403(b) Plan
3. Insurance Options
4. Flexible Spending Accounts
5. United Way
6. Direct Deposit (ACH)
7. Any other deduction that may be mutually agreed upon and not prohibited by law.

## **ARTICLE 11. GRIEVANCE PROCEDURES**

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services of, or failure to re-employ, any probationary teacher;
- B. The placing of a non-tenure teacher on a third year probation;
- C. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule;
- D. Any matter involving teacher evaluation, except adherence to the procedure;
- E. Any matter of which an employee seeks formal recourse outside of the grievance procedure (i.e. EEOC).
- F. Any item proscribed by law.

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

2. The time limits contained herein shall be strictly observed, but may be extended by written mutual agreement between the Board and the Union. A grievance not initiated and/or processed from step to step by the Union within the time limits of the Grievance Procedure shall become null and void and shall not be processed as a grievance.

If Administration fails to respond at any Step within the prescribed time limits, the Union may proceed directly to the next step of the Grievance Procedure.

3. A claim by an employee, or by the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance hereinafter provided. In the event an employee believes there is a basis for a grievance, he has no later than five (5) working days to discuss the alleged grievance personally with his immediate supervisor (Informal grievance initiation).

#### Step I

If, as a result of the informal discussion with the supervisor, the alleged grievance still exists, he may invoke the formal grievance procedure on the form set forth as Appendix A signed by the grievant and/or representative of the Union, which form shall be available from the Union Vice President/Grievance Office. A copy of the grievance form shall be delivered to the supervisor within five (5) working days after oral discussion, no later than 15 working days from the date of the occurrence giving rise to the grievance. If the grievance involves more than one (1) worksite, it may be filed with the Superintendent or a representative designated by him.

#### Step II

Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the employee and/or Union representative in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

#### Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent no more than ten (10) working days after the Step II meeting. Within ten (10) working days of the Superintendent, or his designee, shall meet with the grievant and shall indicate his disposition of the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

#### Step IV

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or his designee, or if no disposition had been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board no more than ten (10) working days after the Step III meeting. The

Board, no later than its next regular meeting or ten (10) working days, whichever shall be later, will hold a hearing on the grievance, or review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union's grievance representative.

#### Step V

If the grievance is not settled at Step IV, the Union may refer the matter to arbitration within thirty (30) calendar days from the date of the Board's written decision at Step IV by serving written Notice of Intent with the Superintendent or designee. Thereafter, the parties shall attempt to mutually agree on an arbitrator within the ten (10) working days. If the parties are unsuccessful in selecting an arbitrator, the Union shall file, in no more than ten (10) working days, with the regional office of the American Arbitration Association or the FMCS, a Demand for Arbitration form. An Arbitrator will then be selected in accordance with the rules and procedures of the American Arbitrators Association or FMCS.

The arbitrator's authority is limited to the following:

1. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications of interpretations of such express provisions.
2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of the Agreement.
3. The arbitrator shall have no power or authority to add to, subtract or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board, where the Board is given discretion by the terms of the Agreement or by the nature of the area in which the Board was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.
5. The arbitrator's fees and expenses shall be borne to the losing party. The expense and compensation for attendance of any employee, witness or participant in the arbitration, shall be paid by the party calling such witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted release time at any one time. In event the arbitrator does not grant/deny the grievance in whole, the arbitrator shall assess to each party a percentage of the cost of the arbitrator, consistent to the extent to which party prevailed.

The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry

out such order or requirement, etc., pending the final decision of the grievance. No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.

## **ARTICLE 12. EVALUATION OF EMPLOYEES**

1. The evaluation process shall comply with all the requirements established by state law and the Michigan Department of Education, including but not limited to the Race to the Top requirements set forth in MCL 380.1249 and 1250, which currently requires: a) the teacher evaluation process shall include student achievement measures as a significant portion of the evaluation process; b) such student achievement measures shall be based on national, state and/or local assessments and other objective criteria; and c) effective with the June 2012 evaluation, a teacher must receive satisfactory evaluations to advance on the salary schedule.
2. The evaluation of employee performance is the responsibility of the administration.
3. Administration will make every attempt to provide constructive and progressive feedback. In conducting such evaluations, all monitoring or observations shall be done openly.
4. Evaluations shall only be conducted by a special education administrator and/or individual as designated by the Board. Each written review of the employee's job performance shall be based upon at least fifteen (15) accumulated minutes of classroom observation or other observation methods as appropriate.
5. The performance of all employees shall be evaluated in writing in accordance with applicable law and as follows:
  - A. First-year probationary teachers shall be evaluated at least twice during their first year – once upon completion of ninety (90) calendar days and again at least sixty (60) calendar days prior to the end of the school year. Once completed, a personal meeting shall be held within ten (10) school days with each probationary teacher to review his evaluation.
  - B. All other employees shall be evaluated at least once per school year and at least sixty (60) calendar days prior to the end of the school year. Once completed, a personal meeting shall be held within ten (10) school days with each employee to review his evaluation.
  - C. After any formal evaluation, along with employee input, the Board may initiate an Employee Improvement Plan. Additionally, employees may request to be evaluated more frequently than as identified within this section.
6. In the event that an employee feels that his evaluation was incomplete or unjust, he may put his objections/responses in writing, have them attached to the evaluation, and have them placed in the evaluation section of his personnel file. The written responses shall be limited to five (5) letter-sized pages.

## **ARTICLE 13. PERSONNEL RECORDS**

1. The Board shall maintain a personnel file for each person it employs in the bargaining unit.
2. The Superintendent, or his designee, shall be the records manager for the personnel records of the Board.
  - A. The Superintendent, or his designee, shall have the overall responsibility for:
    1. Maintaining and preserving the confidentiality of the personnel files, and
    2. Granting or denying access to records on the basis of this agreement, and applicable law.
3. The personnel file shall contain the following sections:
  - A. Evaluation Section: The evaluation section shall include all complaints, commendations, written suggestions for corrections and improvement, and evaluation reports made by the supervisors at all levels.
    1. No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
      - a. The comment is signed and dated by the person making the complaint, commendation, suggestion, or evaluation;
      - b. The immediate supervisor has notified the employee that the comment is available in the office of the Superintendent for inspection prior to its placement in the employee's evaluation section; and
      - c. The employee signs and dates the comment.
      - d. Should the employee refuse to sign and date the comment acknowledging notice, the supervisor or administration shall identify such in writing and sign and date the comment before placing it in the personnel file.
    2. The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become part of the employee's evaluation section.
      - a. Qualified Section: The qualification section shall include certificates, licenses, standard test scores, academic records, pre-employment information and references, and application forms.

- b. Employment Section: The employment section may include data related to retirement, contracts, payroll, insurance, and/or post-employment.
  - c. Miscellaneous Section: The miscellaneous section may include data related to the employee not otherwise listed in above sections.
- 3. All medical information, including health certificates and worker's compensation records, shall be kept in files separate from employee personnel records.
- 4. Access to employee personnel files may be given to the Superintendent, or his designee, or to employee's immediate supervisors without consent of the employee. Contents of the personnel file will be released when subpoenaed or under court order, however, the employee will be notified of this action before the material is released. In addition, contents of an employee's personnel file may be used by the employer as exhibits/evidence in administrative, arbitration, and court proceedings involving the employee.
- 5. Access to employee personnel files may be given with the consent of the employee provided that:
  - a. The written consent specifies the records to be released and to whom they are to be released.
  - b. Each request for consent is handled separately. Blanket permission for release of information shall not be accepted.
- 6. Employees shall have access to their personnel files at all reasonable times (i.e. during hours that the office of the Superintendent, or his designee, is open), as allowed by state law.
  - a. The right to access includes the right to make written objections to any information contained in the file.
  - b. Any written objection must be signed and dated by the employee, and it shall become a part of the personnel file of the employee.

B. The personnel file shall also contain and exclude any other information and document in accordance with applicable law.

#### **ARTICLE 14. SENIORITY AND DATE OF HIRE**

- 1. Seniority shall be defined as the total years and months of continuous service to the Board. An employee's seniority date shall be established as the employee's first day of work as a regular employee, as approved by the Board. All employee seniority dates that

were established and agreed upon by the Union and the Board prior to September 2007 shall remain as they are.

Should hiring dates be identical for employees, the individuals so affected shall be ranked by the last four digits of their respective social security numbers, with the highest number being most senior.

2. Seniority shall not continue to accumulate when a bargaining unit member is on a leave provided for in this Agreement for purposes of layoff and recall.
3. Seniority shall continue to accumulate upon recall.
4. By October 1<sup>st</sup> of each school year, the administration shall prepare, post, and deliver to the Union President a seniority list with name, service (listed in years and months), and a date of hire of each employee in a position within the bargaining unit.

The Union shall have thirty (30) days to challenge the seniority list.

#### **ARTICLE 15. HIRING, VACANCIES, PROMOTIONS**

1. The Board shall notify the Union President within ten (10) working days after the beginning of each semester, or date of hire, of the employment of new bargaining unit members. The following information shall be provided in writing: name, experience granted, and placement on salary schedule.
2. All vacancies that the Board determines to fill shall be posted internally and externally simultaneously. An electronic copy of the posting shall be sent via e-mail to all members of the MIFT. Employees are required to submit, in writing, their application for a posted position by the published deadline. Preference will be given to qualified internal candidates.
3. When it is anticipated that an employee's assignment for the following school year will be changed, the employee shall be notified by July 1<sup>st</sup>. Otherwise, employees should have an understanding that there are no planned changes for the following school year. In the event changes of assignment are identified after July 1<sup>st</sup>, employees shall be notified and consulted as soon as possible.
4. Incoming employees may be granted experience at or above the rate of one step on the salary schedule for each year of comparable employment prior to being hired by the Board.
5. The Board shall fill positions with the most qualified and certified person applying for that position. In determining what constitutes "most qualified" the Board shall consider the following factors: experience, ability, professional background and attainments, past performance, employment and personnel records, attendance, willingness to work, evaluation, and length of service with the Board.

6. Summer positions, which are required to meet legally mandated extended year programs operating beyond the normal school year calendar, shall be established as separate positions annually in accordance with the following provisions:
  - A. All bargaining unit employees shall provide written notice of intent to work a summer position by the last workday of February;
  - B. The bargaining unit employee who holds the position/assignment during the regular school year shall be given the first consideration for the available corresponding summer/extended school year position;
  - C. Other bargaining unit employees choosing to work a summer position will then be assigned based on qualifications and experience, with consideration given for indicated preferences and seniority;
  - D. After assignments are determined for existing bargaining unit employees, remaining positions will be made available to other interested persons in a manner determined by the Board;
  - E. Bargaining unit members shall be compensated as per the Master Agreement, with the salary prorated on a per diem basis to reflect days of instruction in the summer position. Separate contracts, with separate salaries, will be established;
  - F. The Union and Board agree that it is desirable to have employees most familiar with the students attending any extended school year program, work with those students to help them maintain their learning. It is with that spirit of student support that the following steps will be implemented to ensure a high-quality ESY program:
    - a. Letters of intent to work ESY will be due to administration by the third Friday in March.
    - b. Priority will be granted in the following manner:
      - i. Internal staff currently working with the student or program
      - ii. Current employees of the Midland County ESA
      - iii. Outside contractors
    - c. Unmet needs will be posted externally by the Midland County ESA by the third Friday in April.
    - d. Postings will be sent, at a minimum, to the following:
      - i. Bay-Arenac Intermediate School District
      - ii. Bullock Creek School District
      - iii. Central Michigan University
      - iv. Coleman Community Schools
      - v. Meridian Public Schools
      - vi. Midland Public Schools
      - vii. Saginaw Intermediate School District
      - viii. Saginaw Valley State University

- e. Midland County ESA will determine remaining unmet needs by the third Friday in May.
  - f. It is the intent of the administration to work with each department to ensure coverage is met without putting undue demands on the same employees on a recurring basis whenever possible.
  - g. If there remain any unmet needs, the Midland County ESA reserves the right to assign employees to ensure coverage. Notice of intent to assign will be given by the first Friday in June.
7. A bargaining unit member whose position is covered by this Agreement may qualify for said position by virtue of certification/licensing by organizations such as National Physical Therapy Association or the American Occupational Therapy Association, but not necessarily be the holder of a Bachelor's Degree. When this occurs and there is bona fide documentation that meets State's approval requirements and supports that the person has the equivalency of at least a Bachelor's degree, the Board will place the person on the salary schedule at the appropriate step of the scale by virtue of the person having such an equivalency.

**ARTICLE 16. LAYOFF AND RECALL PROCEDURE**

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its education program, curriculum, and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

1. Layoff Procedure

In order to promote an orderly reduction in personnel when the education program, curriculum and/or staff is curtailed, the following procedure will be used:

- A. Both parties agree to follow Board Policy 3131 and applicable state law.

2. Recall Procedure

Recall of employees shall normally be in the inverse order of layoff (i.e. those laid off last will be recalled first) provided, however, that an employee shall be certified and qualified for the specific position to which the employee is being assigned.

- A. A laid off bargaining unit member shall be considered laid off until he is reinstated by the Board.
- B. Refusal of an offer from the Board for a position for which the employee is certified and/or qualified, or failure to respond within ten (10) business days of the receipt of a written offer of such a position, or failure to notify the Board that the employee wishes to remain on the list for recall prior to August 1<sup>st</sup> of each calendar year, shall be cause for termination of said employee and absolve the Board of any obligation to recall that employee at any time in the future.
- C. Notification of a recall shall be in writing with a copy given to the Union President. The notification shall be sent by certified mail, return receipt

requested, to the employee's last known address. It shall be the responsibility of each bargaining unit member to promptly notify the Board of any change of address.

D. The employee's right to recall will be limited to two years after the date of layoff.

3. Unemployment Pay

So that an employee does not receive more than the total of his normal contractual pay during a year, the Board may include unemployment compensation paid to an employee who is laid off and subsequently recalled as part of the employee's contractual pay for the year of the recall.

**ARTICLE 17. LEAVE DAYS**

1. Sick Leave

Sick leave is to be used by an employee when he is unable to work due to his illness or injury, or as otherwise stated in this Agreement.

Each school year employees will be allocated seven (7) sick days at the beginning of the school year and six (6) sick days when the District returns from the December calendar break. For each 20 half-days worked (or equivalent) by the employee beyond the usual schedule of a school year employee, the employee shall earn one (1) additional sick leave day. In no case shall an employee earn more than fourteen (14) sick leave days in any one (1) year period.

Under extenuating circumstances, an employee who does not have enough available sick leave to cover his absence may "borrow" up to the amount of sick leave days that he is still able to earn during the remainder of the school year. Should an individual leave employment before earning enough time to pay back borrowed sick leave time, the appropriate adjustments will be made on his final paycheck(s), or the employee may be required to submit repayment to the Board.

Sick leave shall accumulate from one (1) year to the next; however, carryover of sick leave days shall not exceed seventy (70) days per year.

2. Jury Duty or Subpoenas

An employee called for jury duty or a work-related subpoena to give testimony shall be compensated for the difference between his regular pay and pay received for the performance of such obligation. Excused time will be for actual travel and time necessary to perform said obligation. Total compensation received shall not exceed the normal daily rate of pay for the employee, excluding reimbursement mileage.

3. Union Leave

A. At the beginning of every school year, the Union shall be credited with seven (7) days to be used by employees who are officers or agents of the Union. Such use shall be at the discretion of the Union. The Union agrees to notify the Board no

less than forty-eight (48) hours in advance of taking such leave whenever possible, and shall reimburse the Board for the cost of a substitute.

B. Approval of Union leave shall be contingent upon the availability of an appropriate substitute, if one is required to cover the position.

4. Annual Leave

An employee selected to work twenty (20) or more days in the “summer program” in accordance with the provisions of article 16, Section 6. may elect to utilize up to ten (10) days of unpaid annual leave. An unpaid annual leave request must be approved in advance by the immediate supervisor and will be approved only if it will not interfere with the normal work schedule.

5. Personal Leave

With prior approval from their immediate supervisor, employees may use personal leave to conduct personal business that cannot otherwise be taken care of during non-work time, or for medical, dental, or other appointments.

Employees can earn up to two (2) personal days per school year. Personal leave must be used in the year that it is earned, except that employees may carry over one (1) personal day to the subsequent school year so that a maximum of three (3) personal days could be available in one (1) year. Personal leave may be used in multiples of one-quarter (1/4) hour.

Employees shall not be permitted to use personal leave the workday before or after a holiday, except by authorization of the Superintendent, or his designee. Employees requesting such authorization must do so in writing at least five (5) days before the requested date(s).

6. Definition of Leave Days

A. Leave days shall be defined as the number of hours in the employee’s average scheduled workday. Average scheduled workday shall be defined as a total number of scheduled work hours in one (1) day, divided by five (5) days.

B. Accrued leave shall be stated in terms of hours based on the employee’s scheduled assignment.

C. Leave time may be used in multiples of one-quarter (1/4) hour, unless otherwise provided in this Agreement.

**ARTICLE 18. LEAVES OF ABSENCE**

1. Following one (1) year of employment, an employee may request, and upon approval of the Board be granted, a leave of absence without pay and without benefits, not to exceed (1) year, subject to renewal at the discretion of the Board, for:

- A. Serving in any elected or appointed position of the Board;
  - B. Illness leave extensions after Family Medical Leave Act (FMLA) exhaustion;
  - C. Educational leave;
  - D. Military leave;
  - E. Work experience leave;
2. Requests for extensions must be submitted in writing thirty (30) days prior to the expiration of the leave.
3. Upon return from leave, the employee shall be returned to the position he held at the time the leave of absence was granted, or to a similar position to which his seniority and qualifications entitle him.

4. **Bereavement Leave**

A. Up to five (5) days paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- |            |                        |
|------------|------------------------|
| a. Spouse  | e. Step-Child          |
| b. Child   | f. Member of Household |
| c. Parent  | g. Step-Sibling        |
| d. Sibling | h. Step-Parent         |

B. Up to three (3) days paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- |  |                |
|--|----------------|
| a. Grandchild  | b. Grandparent |
| c. In-Law (father/mother, daughter/son, brother/sister or steps) |                |

C. Up to one (1) day paid bereavement leave may be granted in any one (1) case due to the death of any of the following. Such leave shall not be deducted from an employee's accumulated leave time.

- |                 |                   |
|-----------------|-------------------|
| a. Aunt / Uncle | b. Niece / Nephew |
| c. Cousin       |                   |

D. Up to one (1) day bereavement leave may be granted in any one case due to the death of a close friend or relative other than those identified above. Such leave will be deducted from the employee's available vacation, personal or sick leave, at the discretion of the employee.

E. Additional bereavement leave may be granted when extenuating circumstances exist. Requests for additional bereavement leave shall be approved by the Superintendent, or his designee. Such additional leave shall be deducted from the employee's available vacation, personal or sick leave, at the discretion of the employee.

- F. Requests for use of bereavement leave must be submitted to an employee's immediate supervisor on forms provided by the Board and shall state the relationship and amount of leave time requested.**
  
- G. Final approval or disapproval of a bereavement leave request shall rest entirely with the Superintendent, or his designee.**

5. Extended Sick Leave

An employee who is unable to work because of personal illness or disability, and who has exhausted all available sick leave, may be granted a leave of absence without pay and benefits for the duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the employee and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board and the Board's expense.

An unpaid leave up to one (1) year shall be granted to an employee for the purpose of childbirth, adoption, or child care.

Upon returning from such leave the employee shall be placed at the same position on the salary schedule that the employee held prior to beginning the leave. An employee returning from an unpaid leave of absence may be required to wait until the beginning of the next semester to return to work.

**ARTICLE 19. DISCIPLINE AND PROFESSIONAL BEHAVIOR OF EMPLOYEES**

1. Employees are expected to comply with all policies, procedures, rules, regulations, and directives adopted by the Board or its representatives that are not in conflict with the provisions of this Agreement. An employee may refuse to carry out an order which threatens his or another's physical safety or well-being.
2. Non-probationary employees shall be not disciplined or discharged without just cause and due process. For the purpose of this Article, due process shall mean the opportunity to be made aware of the charges and to offer a response.
3. If an employee is to be disciplined or reprimanded by the Board, he shall be entitled to have a Union representative present.

**ARTICLE 20. TEACHING CONDITIONS**

1. The Board agrees that supervisors shall assign to each new employee a mentor who shall be an experienced employee for the purposes of advising of significant information related to job responsibilities and this Agreement.
2. If the Board develops job descriptions, it will provide employees with a copy and distribute a copy to the Union President.
3. At the beginning of each fiscal year, the administration shall inform staff members of the budget for their program(s). This information will indicate amounts allotted for supplies and materials. Employees will be informed of the manner in which requisitions shall be made and the administrative procedures governing the issue. Prior to presenting budget

figures to employees, the Board shall accept teacher input; however, authority for actual appropriations shall rest with the Board.

## **ARTICLE 21. EMPLOYEE BENEFITS**

### **1. Definition of Benefits**

The Board considers, but does not limit, the following items as Board-provided benefits: Medical Insurance, Dental Insurance, Life Insurance, Disability Insurance, Cash Option, Vision Reimbursement, Tuition Reimbursement, Leave Time, and Professional Organizations and Literature.

### **2. Employee Eligibility**

- A. To be eligible for 100% of available Board-provided benefits, employees must be assigned to work at least an average of thirty (30) hours per week.
- B. To be eligible for 50% of available Board-provided benefits, employees must be assigned to work at least an average of twenty (20) hours per week.
- C. Employees who are assigned to work less than an average of twenty (20) hours per week are not eligible for Board-provided benefits.
- D. Employees who are assigned to work less than an average of thirty (30) hours per week at the time the 2006-2009 Agreement was ratified will be grandfathered in at the level of health insurance benefits they have on that date. However, a future reduction in their hours will subject them to the eligibility requirements that exist at the time of the reduction in their hours.
- E. When both spouses are employed by the Board, one, if eligible, shall be allowed to carry the benefits for the other (and all other eligible family members), and the second shall not be allowed to receive the cash option in lieu of benefits.
- F. Eligible dependents, as defined by the Internal Revenue Service code, may be enrolled in Board-provided benefits. However, an employee's spouse may not enroll in health and/or dental coverage with the Board if the spouse's employer provides a subsidized plan for which the spouse is eligible. ("Subsidized" means the employer contributes toward the cost. The Board also considers the plan subsidized if a spouse's employer provides a financial incentive for opting out.) However, employees' spouses who were enrolled in the Board's medical plan as of July 1, 1996 shall be permitted to continue in the plan. However, if the spouse leaves the Board's plan, he shall not be permitted to later re-enroll if he is eligible for coverage through his employer.

### **3. Effective Date of Coverage**

- A. If the employee enrolls in the program and completes all necessary forms and requirements on or before the twelfth (12<sup>th</sup>) day of the month, the employee shall

be covered from the date of enrollment, or as otherwise provided by the individual type of insurance contract.

- B. If the employee enrolls in the program and completes all necessary forms and requirements on or after the thirteenth (13<sup>th</sup>) day of the month, the employee shall be covered from the first (1<sup>st</sup>) day of the following month.
  - C. No employee shall be covered by the benefit program prior to the date on which employment actually begins.
  - D. So as to encourage employees who intend to resign prior to the start of a new school year to provide advance notification, employees who notify the Supervisor of Business Services/Human Resources by June 30<sup>th</sup> that they will not be returning will be allowed to continue their medical and/or dental insurance coverage through the end of August. This does not apply to retiring, laid off, or involuntarily terminated employees, or to those employees, who are, or become, covered under another health insurance plan.
4. Employee Participation and Payment of Premiums  
Employees may participate in Board approved:
- A. Medical insurance, also available for eligible dependents.
    - 1. Effective July 1, 2015, the Board shall offer the Community Blue PPO - Plan 15 from Blue Cross Blue Shield of Michigan. The plan has a \$5,000/\$10,000 deductible, prescription co-pay of \$10/\$40, office visit co-pay of \$30 and emergency room co-pay of \$100. The Board will fund the entire \$5,000/\$10,000 deductible for in-network services only.
    - 2. Annually, the Board reserves the right to review proposed changes in medical insurance carriers, deductibles and/or co-payments with the union representatives. Any agreed upon changes or modifications will be in the form of a letter of agreement.
    - 3. Effective July 1, 2015, the Board shall establish a base contribution amount of \$353.24 per month for single subscriber, \$828.47 per month for two-person coverage and \$1,121.76 per month for full family coverage.
    - 4. The Board and the employee will share 50% (Board) and 50% (employee) in the cost of the premium that is in excess of the Board's base contribution amount.
    - 5. Employee contributions toward medical insurance premiums shall be allowed to be part of the District's section 125 plan and deducted through payroll on a pre-tax basis.
  - B. Dental insurance, available also for eligible dependents
    - 1. Employees shall be offered the Incentive Plan, which provides for coverage at 50% for basic and major services during the first year and increases by 10% each succeeding benefit year when covered participants visit the dentist at least once during the calendar year for a regular exam.

Orthodontic services are covered at 80%, with a lifetime maximum of \$1,500, under the Incentive Plan.

2. The Board shall contribute the total cost of dental insurance.
- C. Group term life insurance, available for the employee only.
  1. The Board shall provide a \$20,000 group term life insurance policy, including accidental death and dismemberment.
  2. The Board shall contribute the total cost of the premiums for employee group term life insurance.
- D. Long-term disability insurance, available for the employee only.
  1. Board-provided long-term disability insurance shall provide a benefit level of 66 2/3% of wages after 90 calendar days, up to a monthly maximum of \$5,000.
  2. The Board shall contribute the total cost of the premiums for employee long-term disability insurance.
- E. Cash option in lieu of medical and dental insurance.
  1. The amount shall be \$2,500 annually.
- F. Vision reimbursement, available also for eligible dependents.
  1. The benefit shall be limited to two hundred fifty dollars (\$250) per employee, including dependents, per benefit period of every two (2) years. Reimbursement shall be made only upon presentation of a receipt for eye examination, contacts, glasses and/or frames not covered under the medical insurance plan.
- G. Flexible spending accounts, available also for eligible dependents.
  1. Employees may elect to participate in a Flexible Spending Account, which the District intends to qualify as a part of a Section 125 plan. Contributions in to Flexible Spending Accounts are entirely the employee's responsibility. The District agrees to pay the administrative costs associated with the processing of these. Continuation of Flexible Spending Account shall remain at the sole discretion of the Board.

5. Employee Responsibility

- A. Each employee is responsible for making proper application for the insurance programs offered by the Board.
- B. Each employee is responsible for maintaining a thorough knowledge of the insurance contracts and the coverage offered.
- C. In accepting the employee insurance programs, each employee agrees to abide by the rules and regulations of the Board, the insurance carrier(s), and the servicing agent(s).

6. Board Responsibility

- A. All insurance benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.
  
- B. The Board, by its contribution toward the premium payments, will be required to provide the insurance coverage in which an eligible employee has enrolled, shall be received from all liability with respect to the benefits provided by the insurance coverage described herein.

7. Duplicate Coverage

Insurance contracts entered into by the Board shall contain duplicate coverage, or coordination of benefits, clauses.

**ARTICLE 22. OTHER COMPENSATION**

1. Tuition Reimbursement

Annually, a total of \$10,000 will be available for tuition reimbursements. These funds will be used for approved advanced coursework that is relevant to the employee's current and future assignment. Employees must submit a request for reimbursement on the district's tuition reimbursement form via email to the Supervisor of Business Services/Human Resources and receive written approval to utilize these funds. After June 30th, all funds will be equally divided among qualifying employees. Reimbursement will occur only after the successful completion of the course.

When the Board agrees to pay for education costs, the affected employee shall enter into an equitable written agreement whereby the employee is committing to a period of continued employment with the Board of at least two additional school years. Failure to honor the commitment shall subject an employee to reimbursing the Board for the additional education cost or a portion thereof. The Union President will be provided with copies of such written agreements.

2. Salary Schedule Category Qualifications

All advanced coursework must be approved by the Board.

- A. For an employee to qualify for a higher salary level on the salary schedule, all advanced study hours must be in the employee's scope of job responsibility or in a program sanctioned by an accredited college or university leading to a graduate degree relevant to the scope of job responsibility.
  
- B. Undergraduate or graduate classes that are needed for specialized employment proficiencies, or taken at the request of the Board, or deemed valuable to the employment assignment, will be applied to qualify an employee for a higher salary level on the salary schedule.

C. Advancement on the salary schedule will occur twice per year following the receipt of notification from the granting institution. Notification received prior to October 1<sup>st</sup> will be made retroactive to the beginning of the school year. Notification received before March 1<sup>st</sup> will be made retroactive to the beginning of the second semester of school.

1. Where a degree is earned, the notification can be either the office degree statement or a letter from the registrar stating that all requirements for degree attainment have been fulfilled.
2. Where credits are earned, notification can either be a transcript from the registrar or the office grade report.

3. Mileage

Employees using their own vehicle in the course of approved school-related business and travel shall be compensated an amount equal to the rate approved by the IRS.

All mileage reimbursements must be turned in on a monthly basis, and no later than July 15<sup>th</sup> for the prior school year.

4. Conference Expenses

The Board shall reimburse an employee for travel, lodging, meals, and registration fee for conferences, workshops, seminars, and similar approved functions when approved by the Superintendent, or his designee. The pre-approval rate of reimbursement shall be at the discretion of the Superintendent, or his designee.

5. Certification

It shall be the responsibility of each employee to maintain the minimum professional requirements for necessary certification. The Board shall reimburse the employee for receipted tuition expense(s) incurred to meet such certification requirements in accordance with the provisions of Article 22, Section 1.

6. Longevity Allowance

Eligible employees who have reached the top of the salary schedule shall receive an additional \$300 per year beyond step "n" (provided the employee meets the requirements to move up a step) up to \$4,800 per year. This additional allowance shall be calculated as part of the employee's salary, subject to proration as appropriate.

## **ARTICLE 23. SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

#### **ARTICLE 24. REVIEW COMMITTEE**

1. Representatives of the Board and the Union shall meet informally once a month from September through May for the purpose of reviewing the implementation of this Agreement and of resolving problems, which may arise. Meetings may be scheduled or cancelled at mutual request.
2. Employee representatives shall be selected by the Union, and Board representatives by the Superintendent, or his designee. The Union and Board representatives shall separately designate a chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit items for discussion to the other chairperson one (1) week in advance of the scheduled meeting.
3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in this Agreement.
4. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Union and the Board for approval. Upon approval by the Union and the Board, the memoranda shall become part of the Master Agreement for the duration of the Agreement.

#### **ARTICLE 25. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### **ARTICLE 26. REPRODUCTION OF AGREEMENT**

A hard copy of the contract will be delivered to the MIFT President and posted to the District website under the transparency icon.

#### **ARTICLE 27. DURATION**

All articles of this Agreement shall be effective upon ratification through June 30, 2020. Either party may terminate this Agreement as of June 30, 2020, by giving written notice to the party on or before April 30, 2020. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before April 30, on any subsequent contract anniversary day.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives this day.

FOR THE BOARD

FOR THE UNION

Board President *[Signature]*

Union President *Kelly Brandle*

Board Secretary \_\_\_\_\_

Union Secretary *Dana J. Morissette*

Team Member *John M. Seale*

Team Member *Brandy Nothstine*

Team Member *Michele J. Bohm*

Team Member *Kelly Venman*

Team Member *[Signature]*

Team Member \_\_\_\_\_

## APPENDIX A

	NO	BA	MA	MA+15	MA+30	DOCTORATE
A	33109	35,178.00	37,258.00	38,138.00	39,350.00	41,350.00
B	33784	37,104.00	39,720.00	40,205.00	41,545.00	43,545.00
C	34474	38,891.00	41,813.00	42,744.00	44,122.00	46,122.00
D		40,511.00	43,944.00	44,964.00	46,419.00	48,419.00
E		42,438.00	46,113.00	47,197.00	48,741.00	50,741.00
F		44,441.00	48,358.00	49,762.00	51,382.00	53,382.00
G		46,189.00	50,425.00	52,059.00	53,768.00	55,768.00
H		47,963.00	52,863.00	54,419.00	56,206.00	58,206.00
I		49,736.00	55,172.00	56,805.00	58,668.00	60,668.00
J		51,829.00	57,469.00	59,217.00	60,876.00	62,876.00
K		53,552.00	59,600.00	61,424.00	63,147.00	65,147.00
L		54,623.00	61,679.00	63,568.00	65,380.00	67,380.00
M		55,402.00	63,262.00	65,176.00	67,357.00	69,357.00
N		55,899.00	64,462.00	66,376.00	68,557.00	70,557.00

Employees under this agreement will be eligible to move up a step on the salary schedule after being rated either “effective” or “highly effective” at the end of the 2016-2017 school year, at the end of the 2017-2018 school year, and at the end of the 2018-2019 school year.

Employees rated as “effective” will receive \$50 merit pay. Employees rated as “highly effective” will receive \$100 merit pay. Payments will be made in the last pay period of the fiscal year.

All employees required to have a mentor as defined by state statute, will be assigned a mentor. Mentors will be paid for their contribution of time as follows:

First year: \$600

Second year: \$400

Third year: \$100

Stipend to mentor will be paid in a lump sum at the end of the school year. If the mentor does not complete the full year of mentoring, the stipend will be prorated appropriately.

**APPENDIX B**

**GRIEVANCE FORM**

This form should be submitted to the Supervisor in Duplicate.

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

School District \_\_\_\_\_ Building \_\_\_\_\_

Grievant's Name \_\_\_\_\_ Assignment \_\_\_\_\_

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**STEP 1**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Specific Article and Page on of Contract Violated: \_\_\_\_\_

C. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

**GRIEVANCE REPORT FORM (CONT.)**

**STEP 2**

A. Disposition by Supervisor: \_\_\_\_\_

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B. Position of Grievant and/or Federation: \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

**STEP 3**

A. Date Received by the Superintendent or Designee: \_\_\_\_\_

B. Disposition of the Superintendent or Designee: \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Federation: \_\_\_\_\_

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\_\_\_\_\_  
Signature Date