

FOREST HILLS PUBLIC SCHOOLS

SUPERVISORY AGREEMENT

July 1, 2013 through June 30, 2015

Daniel Behm
Superintendent
Forest Hills Public Schools
Grand Rapids, Michigan 49546

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Forest Hills School District Board does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other protected status in its employment decisions or the provision of services.

PREFACE

This Agreement covers the employment conditions, wages and fringe benefits for the Supervisory positions listed below:

Assistant to Superintendent and Board
Accountant
Adult Program Supervisor
Athletic Supervisor
Dean of Students
Executive Secretary
Fine Arts Events Manager/Supervisor
Network Administrator
Senior Citizen Program Supervisor
Senior Technology Supervisor
Supervisor of Payroll
Supervisor of Pool
Supervisor of Transportation
Supervisor of Voice / Data
Systems Administrator
Systems Engineer
Technology Student Data Specialist
Youth Sports Intramural Events Coordinator

ARTICLE I

WAGES

A. Supervisory Salary

Each supervisor will be provided with their contract listing their individual salary prior to the beginning of each fiscal year.

Supervisors will be paid .75% off schedule in the 1st pay in May in both 2013-14 and 2014-15.

B. Longevity

Longevity is effective on the anniversary date of continuous employment in a permanent position. Longevity is paid as follows:

- An additional \$1,500 per year at the beginning of the 11th year of continuous service.
- An additional \$1,250 per year at the beginning of the 16th year of continuous service for a combined increase of \$2,750.
- An additional \$1,000 per year at the beginning of the 21st year of continuous service for a combined increase of \$3,750.

C. Supervisor's Contract

Supervisor contracts will be issued for a duration of one (1) year beginning July 1 and ending June 30 of the same school year. It is understood that there may arise occasions when a position requires a different start and end date.

The Superintendent has the option to not renew a contract with any one or more supervisors prior to June 30 of each fiscal year.

D. Placement on Salary Schedule

The components of the salary structure are based on job description, responsibility factor and experience.

ARTICLE II

SUPERVISOR'S CALENDAR

A. Length of Work Year

The number of paid days for supervisors may vary slightly from year to year based on the calendar that is adopted by the Board of Education in the Spring of each school year.

B. School Delays or Closings

1. School Delays

On days when school is delayed for students, all employees are expected to report to work at their regularly scheduled starting time as soon as they can safely do so.

2. School Closings

On days that schools are closed for unscheduled reasons, employees are expected to work unless notified otherwise by their immediate supervisor. If the administration building is closed, employees are not expected to work but will be paid their regular daily wage.

ARTICLE III

FRINGE BENEFITS

A. Paid Holidays

Supervisors will receive paid holidays each fiscal year as specified below:

Independence Day (July 4)
Labor Day
Thanksgiving Day and Friday following Thanksgiving Day
Christmas Eve and Christmas Day
New Year's Eve and New Year's Day
Good Friday (*when scheduled as a non-attendance school day*)
Memorial Day

If the holiday falls on a Saturday, the Friday preceding will be the designated holiday. If the holiday falls on a Sunday, the following Monday will be the designated holiday.

B. Paid Vacation Days

1. Number of Vacation Days Granted
Fifty-two (52) week supervisors will receive twenty (20) paid vacation days per year based on current year FTE.
2. Issuance of Vacation Days
Vacation days will be issued at the beginning of each supervisor's contracted year.
3. Requests for Vacation Days
Requests for vacation days should be submitted to the supervisor's immediate supervisor in advance on the appropriate form, or processed through the electronic leave slip system when available. Employees who have more than 20 days accrued vacation as of June 30, 2013 will have 3 years to exhaust the accumulated days. Vacation days that are not used by June 30, 2016 will be forfeited.
4. Unused Vacation Days
Any vacation days from the prior year which remain unused by December 31 of the next year, may not be accumulated. A maximum of 20 days will be paid at retirement or separation from the district.

C. Personal Days

1. Issuance of Personal Days

Full-time, fifty-two (52) week supervisors will receive five (5) personal days per school year. Less than fifty-two (52) week or part-time supervisors will have their personal days pro-rated. Personal days will be issued at the beginning of each supervisor's contracted year. Personal leave should be used for business that cannot be conducted outside the normal working hours.

2. Requests for Personal Days

Requests for personal days should be submitted on the appropriate form to the supervisor's immediate supervisor or processed through electronic leave slip approval system at least three (3) days in advance.

3. Unused Personal Days

Unused personal days may be carried over to the supervisor's sick leave bank or a written request may be submitted to the Assistant Superintendent for Human Resources requesting that unused days be carried over to December 31 of each school year.

D. Sick Leave Days/Family Medical Leave Act

1. Issuance of Sick Days

Full-time, fifty-two (52) week supervisors will receive ten (10) sick days per school year. Less than fifty-two (52) week or part-time supervisors will have their sick days pro-rated. Sick days will be issued at the beginning of each supervisor's contracted year. Current year vacation, sick, and personal banks will be prorated based on days worked. Unpaid leaves will result in a reduction of current year banks.

a. Sick Leave Use

1) Sick leave may be used for the personal illness; doctor appointments that cannot be arranged other than during regularly scheduled work hours; injury or disability of the employee; the serious illness, injury or disability to a member of the immediate family; or the death of a friend, relative or immediate family member. Immediate family is defined as employee's natural child, adopted child or foster child of which you have legal guardianship; spouse, son, daughter, mother, father or immediate family of spouse.

2) In cases subject to Worker's Compensation Law, such leave may be used to supplement his/her regular salary for the period of absence from duty.

b. Family Medical Leave Act (FMLA)

- 1) Employees who worked a minimum of 1,250 hours in the prior calendar year and currently take advantage of health benefits provided by the Board, are entitled to twelve (12) weeks insurance coverage under the Family Medical Leave Act for the birth or care of a child, or to care for the employee's spouse, son, daughter, step-son, step-daughter, adopted child or of which you have legal guardianship, mother, father, mother-in-law, father-in-law, grandparent, grandparent of spouse for a serious health condition, or for the serious health condition of self.
- 2) Paid leave is granted only if sufficient accumulated sick days are available to cover the duration of the leave under FMLA and the employee has obtained a minimum of 1,250 hours the previous year and is currently taking advantage of health benefits provided by the district. Employees must use accumulated sick leave to substitute for unpaid leave provided under the Family Medical Leave Act. Employees may take advantage of FMLA for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent with a serious health condition or the serious health condition of the employee.
- 3) During any unpaid leave exceeding twelve (12) weeks, sixty (60) work days or more, and not covered by the Family and Medical Leave Act, the supervisor will be responsible for paying to the Business Office each month the amount sufficient to pay for the insurance premium if the supervisor opts to continue insurance coverage.

c. Unused Accumulated Sick Leave

Unused accumulated sick leave shall be banked year to year for each supervisor. The total amount of each supervisor's accumulation is unlimited.

d. Transferring to Non-Supervisory Position

In the event a supervisor returns to a non-supervisory position, all accumulated sick leave and personal leave days shall be carried over as sick leave.

e. Sick Leave Payoff

If an employee has more than one-hundred (100) days of accumulated sick leave at the time of termination of employment, the Board will pay for sixty-five(65) sick leave days at the following rates:

\$35 for having accumulated 100-125 sick leave days

\$40 for having accumulated 126-150 sick leave days

\$50 for having accumulated 151-175 sick leave days

\$60 for having accumulated 176-200 sick leave days

\$70 for having accumulated 201-225 sick leave days

\$80 for having accumulated 226+ sick leave days

The sick leave payoff will be contributed to a 403(b) plan as soon as administratively feasible following retirement.

ARTICLE IV

INSURANCE BENEFITS

Open Enrollment Period and Signing Up for Fringe Benefits

The Open Enrollment period for fringe benefits covered under the flexible benefit plan is the month of November with benefits beginning the month of January, except for new hires, who will need to enroll for fringe benefits in the Human Resources Office, the first month after completing their probationary period.

Once an employee is enrolled in the benefit plan, they will remain enrolled for the remainder of the plan year ending December 31 unless employment is terminated or there is a change in family circumstances which qualified the employee for a change in benefits.

A. Health Insurance

Full-time supervisors are entitled to full family health coverage. The board will pay up to the maximum cap allowed under Michigan law. Any excess cost will be paid by the supervisor.

Supervisors who work less than full-time will be eligible for pro-rated full family health coverage with the employee paying pro-rated premiums through payroll deduction.

B. Dental Insurance

Full-time supervisors are entitled to full family dental coverage provided by ADN Administrators, Inc. (ADN). The policy will cover a percentage of the charges based on the treatment. Supervisors will be required to contribute 15% of the premium by means of payroll deduction, spread over 24 pays. . In addition the employee will be required to pay the full cost of increasing insurance coverage to a \$2000 annual maximum.

Supervisors who work less than full-time will be eligible for pro-rated full family dental coverage with the employee paying 15% of the pro-rated premium through payroll deduction

C. Vision Insurance

Full-time supervisors are entitled to full family vision insurance coverage provided National Vision Administrators LLC (NVA). The policy will cover a pre-determined amount on services. Supervisors will be required to contribute 15% of the premium by means of payroll deduction, spread over 24 pays.

Supervisors who work less than full-time will be eligible for pro-rated full family vision coverage with the employee paying 15% of the pro-rated premium through payroll deduction.

D. Cash Option

In lieu of subscribing to the Board provided health, dental and vision insurance, a supervisor hired/transferred prior to the 2011-12 school year may select the cash option equal in dollar amount to \$3500.. Supervisory staff hired or transferred for the 2011-12 school year or after is instead eligible to receive cash in lieu of \$200 per month. Cash option payments are spread over 24 pays and will not be paid on the 3rd pay of the month.

E. 403(b) and 457 Tax Sheltered Investment Program

Supervisors who waive health benefits may opt to invest in a 403(b) and/or 457 Tax Sheltered Annuity. They may elect to invest a portion of their cash option and/or normal salary into an established 403(b) or 457 account. Income and FICA (social security) taxes will be applied to cash payments while only FICA taxes are applied to 403(b) and 457 contributions. For more information regarding this program, contact Human Resources.

F. Life Insurance

Supervisors are covered by the Forest Hills Public Schools for Term Life Insurance in an amount equal to double the supervisor's annual salary. Included in this insurance is double indemnity for accidental death. The employee will pay taxes on the premium for any insurance over \$50,000. Tax deductions will be taken the last pay of December of each year.

G. Long-Term Disability

Each qualified supervisor shall receive Long Term Disability that will cover full and partial disability. The policy will cover 66 2/3% of basic monthly earnings, not to exceed the monthly maximum of \$5,500. The policy will start after a ninety (90) day elimination period.

H. Michigan Public School Employees Retirement System (MPSERS)

Membership in the Michigan Public School Employees Retirement System (MPSERS) is required for all employees.

I. Liability Protection

Liability protection to defend, hold harmless and indemnify the supervisor in the event that any claim, legal proceeding, etc. is brought against him/her in his/her capacity as an employee of the District, provided he/she is acting within the scope of his/her employment is provided to supervisors. This protection is limited to the liability policy maintained by the District in the amount of \$1,000,000 subject to carrier requirement and restrictions.

J. Workers' Compensation Insurance

The Board will provide Workers' Compensation insurance.

Employee must report job-related injuries to the Human Resources Office within twenty-four (24) hours through completion and submission of the appropriate form.

In cases where the employee is paid benefits under the Workers' Compensation Act, the employee may request deductions on a pro-rata basis from their sick leave accumulation to ensure no difference between the employee's regular straight time wages to Workers' Compensation benefits and the actual benefits paid under the provisions of the said Workers' Compensation benefits, or until such time that the employee's sick leave is exhausted. Employee is responsible for their MIP contribution on reportable Worker's Compensation payments.

ARTICLE V

LEAVES OF ABSENCE

A. Bereavement Leave

Employees may use up to one (1) day of sick leave to attend a funeral of a relative or friend and up to three (3) days of sick leave for a member of the immediate family. Immediate family is defined as the employee's natural, adopted or foster child of which the employee has legal guardianship, spouse, mother, father, sibling or immediate family of spouse. Additional days may be authorized by the Assistant Superintendent for Human Resources.

B. Jury Duty

1. If an employee is called to jury duty, it is his/her responsibility to notify his/her immediate supervisor.
2. The check received for jury duty must be submitted to the Business Office. The mileage pay received should be reported separately and will be refunded to the employee.
3. If the employee is dismissed from jury duty during his/her regular working hours, he/she is expected to report to work.

C. Unpaid Leave of Absence

A request for an unpaid leave of absence for the purposes listed below must be submitted to the Assistant Superintendent for Human Resources in writing a minimum of four (4) weeks prior to the requested date of such leave unless circumstances are such that this is not possible.

1. Child Care - Unpaid leave up to one (1) year
2. Illness/Accident - Unpaid leave for a medical emergency requiring a long period of recuperation to be accompanied with a physician's statement.
3. Special Leave - Unpaid leave up to one (1) year. Approval or denial of such special leave requests is solely the discretion of the Board.

D. Return to Employment from Unpaid Leave

Upon completion of leave, the supervisor will return to the same or similar position.

ARTICLE VI

EVALUATION

A. Evaluation Timelines

Written evaluations will be conducted by May 30 of each year by the administrator to whom the supervisor reports. Evaluations may be conducted more frequently if necessary. The employee will receive a copy of the written evaluation and it is to be reviewed in a private conference with him/her. A copy of the evaluation will be sent to the Assistant Superintendent for Human Resources for placement in the employee's personnel file.

B. Supervisor's Signature

Evaluations must be signed by both parties and does not necessarily indicate approval or concurrence with the evaluation by the supervisor.

ARTICLE VII

GRIEVANCE PROCEDURES

A. If a problem arises between the employee and his/her direct supervisor, or if the employee has complaints or feels that there has been a misinterpretation or misapplication of any condition of employment, the problem is to be resolved in the following manner:

1. The problem is to be discussed with the immediate supervisor.
2. If the problem is not resolved to the employee's satisfaction, he/she may, within ten (10) work days, submit the concerns in writing, to the Assistant Superintendent for Human Resources.
3. Within ten (10) work days of receipt of the letter from the supervisor, the Assistant Superintendent for Human Resources will meet with the employee to discuss the situation.
4. The Assistant Superintendent for Human Resources will respond to such concerns, in writing within ten (10) work days of the meeting, with copies sent to both the employee and immediate supervisor.
5. If an employee still believes that the problem has not be resolved satisfactorily, he/she may submit a written letter to the Superintendent.

6. The Superintendent will meet informally with the employee and with the immediate supervisor and the Assistant Superintendent for Human Resources if deemed necessary, in an attempt to mutually resolve the problem.

ARTICLE VIII

LAYOFF AND RECALL

A. Layoff

When it is necessary to reduce supervisory positions for either economic reasons or declining enrollment, the following steps shall be taken:

1. The supervisor will be given written notification of layoff at the employee's most recent known home mailing address.
2. The supervisor will be offered another available position in the District for which he/she is certified and qualified, with full seniority credit given for length of service with the District.
3. The supervisor's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall or other notices to the supervisor. Each supervisor is responsible for keeping the employer advised, in writing, of any change of address and will not be excused for failure to report to work or recall if he/she fails to receive notice because of his/her failure to advise the employer, in writing, of his/her address change.
4. Personal, sick and vacation days will remain intact for 2 years after layoff, if not re-called, unless the employee resigns or retires.

B. Recall

1. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said supervisor at his/her last known home mailing address.
2. If a supervisor fails to respond within thirteen (13) days from the date of mailing of the recall, unless an extension is granted, in writing, by the Board, said supervisor shall be considered to have voluntarily resigned and the supervisor's employment contract and any other employment relationship with the Board shall be deemed terminated.
3. Supervisors will remain on the recall list for a maximum of two years.

ARTICLE IX

MISCELLANEOUS PROVISIONS

A. Mileage Reimbursement

Supervisors may maintain a log and submit requests for monthly reimbursements based at the current IRS rate.

B. Incentive

Any employee who proposes an idea, in writing, which is approved by the administration and saves the District over \$100 annually will receive a one-time bonus of \$50.

Any employee who proposes an idea, in writing, which is approved by the administration and saves the District over \$250 annually will receive a one-time bonus of \$100.

C. Tuition Reimbursement

Requests for tuition reimbursement for college courses relevant to the supervisor's position must be submitted in writing to the Assistant Superintendent for Human Resources for approval prior to taking the course(s). It is the sole discretion of Assistant Superintendent for Human Resources to approve or deny such requests.

D. Employment of Immediate Family

Immediate family of supervisors as defined in Board Policy may be given equal consideration for employment in Forest Hills, in compliance with Equal Opportunity Employment. If recommended for employment, an immediate family member of a supervisor would not be employed in a position where the supervisor had any supervisory responsibility for the position in question.

E. Conditions of Employment

Only the Superintendent or the Assistant Superintendent for Human Resources may issue policies concerning wages, hours or conditions of employment that are binding on the Board and then only if in writing and signed by the issuer.

F. Provisions for Insurance Liability

Notwithstanding the provision of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other such matters.

The Board, by payment of the premium required to provide the coverage set forth herein, shall be relieved from all liability with respect to benefits provided by the insurance company. Failure by the carrier to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board, nor shall such failure be considered a breach of any obligation by the Board.

G. Conclusion

Any revisions to this Agreement must be agreed to by the Board of Education and the supervisors represented by this Agreement.

Work Rules

Forest Hills Public Schools, in an effort to assure the fair treatment and safety of all employees, reaffirms and establishes the following employee work rules. These regulations of the Forest Hills Board of Education have been designed not to restrict, but rather to define and protect the rights of all. It should be pointed out that the infractions described below are not to be interpreted as all inclusive and do not preclude disciplinary action for other violations of standards of conduct determined by the District to merit discipline. In such a case, the fact that the conduct has not been specifically covered by these Rules and Regulations shall not affect the appropriateness of the District's action.

The Board believes that the great majority of its employees will abide by these rules and all other proper standards of conduct. An employee who fails to maintain proper standards of conduct at all times, or who violates any of the following rules shall subject himself/herself to the disciplinary action below:

A. **The following shall be causes for disciplinary action up to and including immediate discharge:**

1. Theft of private or school property, including property of a fellow employee.
2. Removing school property, records or other materials from school premises without proper authorization.
3. Falsification of records or reports, including personnel, absence, sickness, accident, injury or work records.
4. Deliberate destruction or abuse of school property, tools or equipment.
5. Causing, leading or engaging in a strike, walkout or other work stoppage, slow down or interference with work.
6. Bringing firearms or weapons of any kind onto school property or possessing same on school property.
7. Use, possession, manufacture, distribution, dispensation, transportation or sale of illegal drugs, controlled substances, alcoholic beverages or any other substance which affects or may affect an employee's ability to competently or safely perform, or to report for duty in an unfit condition.
8. Insubordination, including use of profane or threatening language, to a school official or other supervisor.
9. Fighting on school property or threats of physical violence to others.
10. Operation and/or use of machines, telephones, tools or other Board owned equipment without approval from the employee's supervisor; abuse, misuse or destruction of Board and/or other's property, tools or equipment.
11. Misuse and/or removal of Board property, records or other Board materials without proper written authorization from the immediate supervisor.
12. Threatening, intimidating, coercing or interfering with the work of other employees.
13. False statement knowingly or recklessly made, or violently abusive and personally defamatory statements or slander of another employee, student, parent or Board member and where such conduct is related to and interferes with the educational process and administration thereof.
14. Distribution of obscene, vulgar or indecent written or printed matter which tends to disrupt the school or school district or results in danger to other persons on school property or interferes with school work or discipline.
15. Unlawful or improper conduct of an employee on and off District property and/or during non-work hours which affects the employee's relationship to his/her job, his/her fellow employees, his/her supervisors, students or Board property, reputation or good will in the community.
16. Improper conduct that is at variance with concepts that are generally accepted and approved in the community, engaging in conduct which is prescribed by the criminal statutes.

B. **The following shall be causes for disciplinary action. There are four (4) different levels of discipline which may be imposed. They can be used in any sequence to fit the seriousness of the situation. The four levels are as follows:**

- Oral Reprimand
 - Written Reprimand
 - Two (20 Day Disciplinary Layoff Without Pay
 - Discharge
1. Failure to be at the workstation, ready to work at starting time.
 2. Stopping work before break time, lunch time, or quitting time.
 3. Conducting personal business during work hours or on school district premises or use of district equipment for personal reasons.
 4. Refusal to do job assignment.
 5. Unauthorized or unexcused absence, reporting late to work, leaving workarea or building during work hours without authorization.
 6. Irregular work attendance so that the services of employee are of little value to the Board, or intermittent absenteeism amounting to part-time employment.
 7. Inattention to duties, loafing or wasting time during work hours.
 8. Slowdown in performance or causing slowdown in performance.
 9. Any conduct which impedes the productivity of one's self or others.
 10. Vending, soliciting, collecting of funds or distribution of literature in work areas during employee's on-duty time.
 11. Violation of safety rules or Board policies.
 12. Violation of District, State or Federal safety rules or practices and/or engaging in any conduct which tends to create a safety hazard which endangers self and/or others. Employees must, at all times, wear safety articles and use protective equipment when required and immediately report to their supervisor any injury or accident.
 13. Failure to report injuries or accidents to employee's immediate supervisor.
 14. Violation of common sense health and sanitation rules, including maintenance of personal hygiene.
 15. Discourtesy to other employees, supervisors or visitors to the building.
 16. Smoking is prohibited on school property during work hours and at any school related event during the day, evening or weekend.
 17. Gambling or taking part in any game of chance on Board premises.
 18. Dress or grooming that disrupts the school setting.
 19. Unsatisfactory work performance.
 20. Poor housekeeping, creating or contributing to unhealthy or unsanitary conditions.

In addition, the accumulation of a combination of three (3) written warnings and/or disciplinary layoffs for the violation of the above rules will be cause for discharge.

The foregoing rules are not intended to be all inclusive of the required discipline, proper standards of conduct or obligation of employees. The Board shall, when it deems it appropriate, establish additional rules and building administrators and other supervisors may set up particular rules to govern their employee's conduct as they deem necessary by the nature of their operations.

DURATION

This Agreement shall be in effect from July 1, 2013 through June 30, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated.

Signed on behalf of the
Supervisory Bargaining Unit

Nancy Scholten
Nancy Scholten, Co-Chairperson
Supervisor

DATE: 1-14-2014

Signed on behalf of the
Board of Education

Christine Annese
Christine Annese, Chief Negotiator
Asst. Superintendent for Human Resources

DATE: 1/15/2014

Kelly Swietel
Kelly Swietel, Co-Chairperson
Supervisor

DATE: 1/13/14

Adopted by the Board of Education on July 8, 2013