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Contract Database Metadata Elements

Title: **Royalton-Hartland Central School District and Royalton-Hartland Classified Employees Association, CSEA, Local 1000 AFSCME, AFL-CIO, Local 872 (2003)**

Employer Name: **Royalton-Hartland Central School District**

Union: **Royalton-Hartland Classified Employees Association, CSEA, AFSCME, AFL-CIO**

Local: **872, 1000**

Effective Date: **07/01/03**

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9047

AN AGREEMENT BETWEEN THE

SUPERINTENDENT OF SCHOOLS OF THE

ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT

AND THE

CIVIL SERVICE EMPLOYEE'S ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO

ROYALTON-HARTLAND

CLASSIFIED EMPLOYEES ASSOCIATION LOCAL 872

July 1, 2003 - June 30, 2006

RECEIVED

DEC 23 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

58

**An Agreement between the Superintendent of Schools
of the Royalton-Hartland Central School District and the
CSEA Inc. Royalton-Hartland Classified Employees Association Local 872**

July 1, 2003 - June 30, 2006

This Agreement is entered into this _____ day of _____, 2004, by and between the Board of Education of the Royalton-Hartland Central School District, hereinafter sometimes referred to as "the Board" or "the District" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, hereinafter sometimes referred to as "CSEA", "the Association" or "the Union", the recognized employee organization for the Royalton-Hartland Classified Employees Association Local 872. Any employee who has separated or does separate from employment prior to the date on which this collective bargaining agreement, term commencing July 1, 2003, is ratified by both parties, shall not receive any retroactive adjustments either in salary or any fringe benefits.

WITNESSETH:

WHEREAS, the Union is an organization duly recognized by the Board of Education as the sole and exclusive negotiating representative of regularly employed individuals in the job classifications of Custodian, Carpenter, Groundsperson, Building Maintenance Mechanic, Electrician, Building Maintenance Person, Teacher Aide, School Monitor, General Repairperson, Health Care Aide, Cleaner, Computer Technician and Laborer, such recognition being hereby renewed and extended as indicated in Article I of this Agreement; and

WHEREAS, the parties have agreed to negotiate in good faith with respect to salaries, wages, hours and other terms and conditions of employment; and

WHEREAS, the parties, having negotiated in good faith with respect to salaries, wages, hours and other terms and conditions of employment, have reached a collective bargaining agreement that the parties desire to reduce to writing;

Now, therefore, it is hereby agreed as follows:

RECOGNITION AND MEMBERSHIP

The Board hereby affirms its recognition of the Union as the sole and exclusive representative organization representing regularly employed individuals in the job classifications of Custodian, Carpenter, Groundsperson, Building Maintenance Mechanic, Electrician, Building Maintenance Person, Teacher Aide, School Monitor, General Repairperson, Health Care Aide, Cleaner, Computer Technician and Laborer, in negotiations conducted under the Public Employees Fair Employment Act of 1967, and grants the Union all rights and privileges to which representative organizations are entitled under the Act and under the regulations of the New York State Public Employment Relations Board. In accordance with the provisions of Section 208 of the Civil Service Law (Public Employees Fair Employment Act) as amended by Chapter 503 of the Laws of 1971, it is agreed that the Union shall be entitled to exclusive representation status for the term of this Agreement, and to unchallenged exclusive

- 1.1.3 The Union agrees that it does not have the right to strike or engage in any work stoppage against the District, and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.
- 1.1.4 The Union will notify the District of its local employee representatives who are authorized to deal with the District about employment conditions and adjustments of any problems arising under this agreement. The Association will notify the District in writing of said representatives' designation and authority and any change in either.
- 1.1.5 The District will notify the Association whenever a new staff member is hired who is a member of the bargaining unit. The District will provide a copy of this Agreement, together with any amendments, and a copy of the Association's bylaws provided to the District by the Association, to each current employee and each new employee when hired.
- 1.1.6 The terms and provisions of the April 30, 1997 Memorandum of Agreement (MOA) between the parties, concerning uniforms, shall remain in effect.

Section 1.2 - Negotiations of a Successor Agreement

- 1.2.1 The parties agree to begin negotiations for a successor to the agreement in the last fiscal year of this agreement following written notice by one party to the other party that it wishes to begin negotiations. Such notice may not be given earlier than March 1 of the last fiscal year of this agreement. Failure to provide written notice in the last fiscal year of this agreement shall not constitute a bar to negotiating a successor agreement. The parties may by mutual consent extend any time limit set forth in this paragraph, provided that any such extension must be evidenced by a written memorandum signed by both parties.
- 1.2.2 At the first and each subsequent negotiations meeting, the parties shall set the date for the next meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for the parties.

Section 1.3 - Duration

- 1.3.1 The term of the agreement begins at 12:01 a.m. on the execution date of this agreement, and ends at midnight on June 30, 2006.

Section 1.4 - Definitions

- 1.4.1 "District" means the Royalton-Hartland Central School District, and is intended to refer to it as the employing entity. It applies to all persons (*e.g.*, the Superintendent of Schools/Chief Executive Officer, administrators, supervisors) and bodies (*e.g.*, the Board of Education) properly authorized to act on behalf of the District.

- 1.5.1 During the term of this agreement, the parties agree that they shall not delete, waive or change any provision of this agreement without first proposing a written amendment; negotiating the deletion, waiver or change with the other party if the other party agrees that negotiations should occur; ratifying the negotiated modification; and executing a written amendment which shall be included in and made a part of the agreement. It is the intent and agreement of the parties that neither party shall have the right to insist upon negotiating any matter whether or not referred to in this agreement. Nothing in this paragraph shall be construed to preclude negotiations for a successor to this agreement.

Section 1.6 - Interpretation and Legal Effect

- 1.6.1 Except when this agreement says otherwise, the following rules apply in interpreting this agreement:
- a) A word used in the masculine gender applies also to the feminine.
 - b) A word used in the singular number applies also to the plural.
 - c) This agreement speaks as of the time it is being applied.
 - d) Each provision in this agreement is severable from every other provision.
 - e) Language in this agreement is to be construed as strictly against one party as against the other; it is immaterial which party suggested it.
 - f) Each lettered appendix referred to in this agreement (for example, "Appendix A") is a part of this agreement and is incorporated into this agreement by reference.
 - g) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt thereof) or by sending it to him by registered or certified mail or telegram addressed to him at Royaltan-Hartland Central School District, 54 State Street, Middleport, New York 14105.
 - h) Giving notice to the Association means giving notice in writing to the President of the CSEA, Royaltan-Hartland Classified Employees Association Unit by delivering it to him in person (in which case he shall sign a receipt thereof) or by sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.
- 1.6.2 All the agreements which the parties have reached during negotiations are recorded in this agreement or in memoranda of understanding which bear the same date as the execution date of this agreement. From and after the execution date of this agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date, and (ii) signed by a duly authorized representative of each party.
- 1.6.3 No provision of this agreement shall be interpreted so as to be in conflict with any provision of law. If this agreement requires a party or person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this agreement remain valid.
- 1.6.4 If a court of competent jurisdiction determines that a provision of this agreement is invalid, such determination shall not affect the validity of any other provision of this agreement. If such a determination has been made and no appeal lies therefrom, or if the

Superintendent, at least five (5) working days prior to the date on which the requested leave is to occur. The Association President's request will specify the reason for the proposed leave.

- 2.1.7 The employment of ten-month employees, both full-time and part-time, does not cease at the end of the school year. Additional part-time work may be made available during the months of July and August.

Section 2.2 - Work Schedule

- 2.2.1 The normal work day of a regular full-time employee is eight (8) hours in the case of a twelve-month employee and 6 hours in the case of a ten-month employee. The Superintendent of Schools may increase the length of the work day for some or all ten-month employees (with additional salary to be paid to the affected employee(s)). The Superintendent shall use such authority for legitimate operational or business reasons.
- 2.2.2 The normal work week of a regular full-time employee shall consist of five (5) work days.
- 2.2.3 A paid leave day shall count as an employee's regular work day as applied to paragraph 2.2.2.
- 2.2.4 Compensated overtime will be that time which is in excess of 40 hours occurring between a Sunday and the following Saturday and which has been requested by the employee's immediate supervisor.
- 2.2.5 Working hours for classified personnel will be established by the Superintendent. Maintenance and custodial staff are subject to being called in on a 24-hour basis in emergency situations.
- 2.2.6 A regular full-time employee shall have one-half hour for lunch and two (2) 15-minute breaks per day, one in the morning and one in the afternoon.
- 2.2.7 Employees may leave the building during the day when not assigned upon notification of the principal, if they work in a school building, or their supervisor if they work elsewhere. Employees will sign out upon their departure and sign in upon their return as directed.
- 2.2.8 Teacher aides and school monitors will report on snow/emergency days only when teachers are so required to report. Maintenance and custodial staff will report for work as usual on such days unless otherwise instructed.
- 2.2.9 Employees may be directed to attend Superintendent's conference days. Attendance shall be treated as regular work time.
- 2.2.10 The work schedule for each employee will be determined by the District. Time permitting, notice of any change in work schedule will be given to affected employees at least five (5) working days in advance.

- 3.1.4 A bargaining unit member who is subpoenaed to serve as a witness in a proceeding to which neither he nor the Association nor affiliates of the Association is a party during the hours when he would normally be scheduled to work will be paid for such hours at his regular rate of pay provided that he:
- 1) reports promptly for regularly scheduled hours of work during which he is not required to be a witness;
 - 2) surrenders to the District his witness fees and pay (not including meal or mileage allowance); alternatively, an employee may, at his option, forgo pay by the District and retain his witness fees and pay;
 - 3) shows the District the subpoena; and
 - 4) furnishes to the District, upon request, satisfactory evidence of actual attendance at compelled court appearance necessitating absence from work.
- 3.1.5 Regular full-time employees shall be granted two (2) personal leave days per school year. Regular part-time employees shall be granted one (1) personal leave day per school year. Personal leave shall be used for those business transactions of a personal nature that are impossible to transact outside the normal work day. Personal leave days are not cumulative; however, an unused personal leave day may be added to the employee's accumulated sick leave at the end of the school year. Personal leave day requests should be submitted to the employee's supervisor at least twenty-four (24) hours prior to the day requested. Under no condition shall a personal day be granted to extend a holiday, vacation, or the opening or closing of the school year. A third personal business day may be granted in the discretion of the Superintendent, upon advance written application except in case of emergencies, and provided that the employee has exhausted all available vacation and personal business leave.
- 3.1.6 Regular full-time employees shall be granted a leave with pay not to exceed five (5) days for bereavement of parents, spouse, child, and sibling; not to exceed three (3) days for bereavement of mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, brother-in-law and sister-in-law. Regular full-time employees shall be granted a leave with pay not to exceed one (1) day for bereavement of any other relative.
- 3.1.7 Regular full-time employees shall improve and update their job skills by attending in-service programs, conferences, meetings, or workshops recommended by their supervisor and approved by the Superintendent of Schools. The school district conference request form will be used to initiate all requests.

Section 3.2 - Unpaid Absences

- 3.2.1 **Family and Medical Leave:** Any member of the bargaining unit who requests leave for a purpose specified in the federal Family and Medical Leave Act, as amended, and who is considered an "eligible employee" under that law, shall be accorded the rights and privileges extended by that law, with the understanding that the District retains all of the rights and privileges allowed to employers by that law.
- 3.2.2 **Extended Leaves of Absence:**

- 4.1.2 Announcement of a job opening occurring within the negotiating unit due to the creation of a new position, retirement, death, or an employee leaving the system, will be posted in all buildings for five (5) work days. An employee who desires to be a candidate for a posted job opening will file a written notice with the Superintendent not later than the last day of the posting period. Jobs shall be filled by the Superintendent and the Board of Education pursuant to law and the authority reserved in paragraph 1.1.1 of this agreement.

Section 4.2 - Employee Transfers

- 4.2.1 The Superintendent and Board of Education maintain the right to assign, transfer or abolish positions, as established in Article 1, Section 1.1.1 of this agreement, without further negotiations with respect to decision or impact.
- 4.2.2 Employees who desire a change in assignment may request consideration for transfer by submitting a written request directly to the Superintendent. Employees may, within a reasonable time, withdraw a request for a change in assignment.

Section 4.3 - Evaluations

- 4.3.1 The employee's immediate supervisor shall provide a written evaluation on an annual basis. A copy of such evaluation shall be presented to the employee for the employee's review. The employee will sign the evaluation noting that he has reviewed the evaluation. The signed evaluation form will be placed in the employee's personnel file in the District office. The employee shall have the right to submit a rebuttal to the evaluation. Such rebuttal shall be placed in the employee's personnel file in the District office.
- 4.3.2 Evaluations are only subject to the grievance procedure for questions of procedure. Under no circumstances will content be grievable.

Section 4.4 - Personnel Records and Employee Training

- 4.4.1 The personnel file maintained in the District office on each employee shall be the only official personnel file maintained by the District. Employees of the unit may review their official personnel files with the permission of the Superintendent. Such review must be made during regular working hours and the request for review must be made one (1) day in advance of the day of review. An employee shall be furnished one (1) copy of any reviewable item at no cost to him; any additional copies may be provided at a cost which is the standard rate normally charged by the District.
- 4.4.2 Upon the request of the Union, the District will participate in a labor management committee, which shall operate in an advisory capacity only, to discuss the subject of employee training.

Section 4.5 - Lay-off and Recall

- 5.1.5 **Holiday Emergency Call-ins:** All time worked during an emergency call-in on a holiday shall be compensated at a rate of one and one-half (1½) times the employee's hourly rate. Section 5.1.4 shall not apply to such hours, nor shall ordinary holiday pay be reduced or adjusted.
- 5.1.6 **Exemplary Service:** The Board of Education, at its sole discretion, may award additional compensation to members of the bargaining unit for services deemed exemplary. Criteria may include innovative suggestions, creative problem-solving, excellent productivity or efficiency, excellent attendance or voluntary performance of additional duties. Recommendations for exemplary service awards, if any, shall come from the Superintendent.
- 5.1.7 **Out-of-title Pay:** Effective July 1, 2004, an employee assigned to serve in a higher job classification will receive an additional 55 cents per hour (constituting out-of-title pay) after 90 consecutive days of service in the higher job classification. Any days worked prior to July 1, 2004 may not count towards the ninety-day threshold.

Section 5.2 - Retirement

- 5.2.1 The District will continue to provide and, to the extent required by law, pay for whichever retirement plan applies to an employee by law, with the election of Section 75-i of the New York State Retirement and Social Security Law.
- 5.2.2 Upon retirement through membership in the New York State Employees' Retirement System or upon reaching age 55 with 20 school years of employment in the District, if the employee gives one (1) year advance notice, the employee will become eligible for a lump sum cash payment equal to one-half of his accumulated sick days (maximum of 150 days) times the employee's current daily rate. An employee shall be eligible for the benefits provided for in this paragraph only if he or she submits to the District written notice of resignation, for the purpose of retirement, at least one year prior to the effective date of such resignation.
- 5.2.3 Current retirees may continue to participate in the District's health insurance program so long as premiums are paid by the retiree.

Section 5.3 – Health Insurance

- 5.3.1 Health insurance coverage shall be provided under the Genesee Area Healthcare Plan currently in effect, or any other plan or combination of plans selected by the District providing similar benefits. Covered employees will pay the lowest standard co-pays and deductibles offered under the plan.
- 5.3.2 **Employee Contribution:** Each regular full-time employee hired before July 1, 1995 shall contribute \$250 per fiscal year towards the cost of the premium for family or two-person health coverage, or \$150 per fiscal year towards the premium cost of single-person health coverage. For regular full-time employees hired on or after July 1, 1995, the District shall pay 80% of the premium cost for health insurance coverage and the employee shall pay 20%.

5.5.2 The dues deduction authorization document shall read:

I, (unit member's printed name), hereby direct the District to deduct from my wages and transmit on my behalf membership dues to the Civil Service Employees Association Local 1000 AFSCME AFL-CIO. I understand that the exact amount to be deducted will be determined by the Union, and may be changed each year.

This authorization shall remain in effect until such time as I revoke it by written notice to the District. I understand that I may revoke this authorization at any time, and that I should do so, upon request of the Union the District will then deduct from my wages agency shop fees equal to membership dues, in accordance with Law.

I hereby waive any claim against the District based on its deduction of membership dues or agency shop fees.

(signature), (date)

5.5.3 Beginning with the first pay period in September, 1997, the District shall deduct agency shop fees from the wages of each member of the bargaining unit for whom the Union has not presented a signed dues deduction authorization document. Agency shop fees shall be equal to membership dues. The Union certifies that it has a procedure for the refund of any portion of agency shop fees that may be spent in any activity or cause of a political or ideological nature only incidentally related to terms and conditions of employment.

5.5.4 The Union shall notify the District in writing of the amount of its dues each year no later than June 1, stating the exact amount to be deducted from each unit member's paycheck during the period from September 1 through June 30 of the following school year. No changes will be made in this amount in any other matter.

5.5.5 The District shall pay over to the Union the amount of membership dues and agency shop fees it has deducted from unit members' wages no later than one (1) week after the date those wages were paid. Dues may be deducted and remitted to the Union in lump sums annually, as long as the unit member authorizes the deductions to occur in that manner.

5.5.6 The Union agrees to indemnify the District, and hold it harmless from any and all claims, disputes, or damages sustained as a result of making the deductions provided for in this provision.

Section 5.6 – Disability Insurance

At the time of execution of this agreement, the parties are still in the information-gathering stage with respect to the Association's proposal that disability insurance be made available at the sole expense of the respective unit members electing to purchase such insurance. The District has supplied an illustrative proposal dated October 4, 1999 and October 5, 1999, prepared by Upstate Professional Planning Services, to the Association. However, the District makes no assurances to the Association that the terms of the illustrative proposal remain available.

- a) Any action of a unit member which impairs the smooth operation of the District shall be considered an "infraction". Examples of infractions include, but are not limited to, loafing, arriving to work late or leaving early without permission, and stopping work before the end of the day.
- b) A supervisor who becomes aware of an infraction shall issue a verbal reprimand and make a written record of the date, time and nature of the infraction, which shall be placed in the unit members' personnel file.

6.2.3 Violation:

- a) Any action of a unit member which impairs or disrupts the orderly performance of work by a unit member or group of unit members shall be considered a "violation". Examples of violations include, but are not limited to, abusive language, carelessness in job performance, improper vehicle operation, leaving the designated place of work without permission during work hours, excessive absenteeism, and repetition of infractions. "Repetition of infractions" is defined as two (2) or more infractions of a similar nature in a twelve-month period.
- b) A supervisor who becomes aware of a violation shall issue a written reprimand to be signed by the supervisor and Superintendent and a copy placed in the unit member's personnel file. The unit member shall sign the reprimand as an indication of receipt, but such signature shall not constitute an admission of guilt.

6.2.4 Offense:

- a) Any action which directly endangers the health and safety of any person or significantly disrupts the orderly performance of work shall be considered an offense. Examples of offenses include, but are not limited to, insubordination, falsification of records, theft of property, being under the influence of alcohol or controlled substances on District premises or while performing work, and repetition of violations. "Repetition of violations" is defined as two (2) or more violations committed in a twelve-month period.
- b) A unit member who commits an offense may be subject to such penalty as the District, through the Superintendent, may deem appropriate, including reprimand, fine, suspension without pay or discharge, any of which may be imposed immediately.

6.2.5 Appeal:

- a) A unit member charged with a violation or offense may challenge the allegation through the grievance procedure. Any hearing may be open at the option of the unit member. If it is determined that charge was not justified in whole or in part, the penalty shall be modified or annulled, with or without back pay, as deemed appropriate.

6.2.6 This provision constitutes the full statement of rights of unit members with regarding to disciplinary procedures and actions, and, except as expressly stated in Section 6.1.1 above, fully replaces the provisions of Sections 75 and 76 of the Civil Service Law.

of this paragraph shall be extended by the number of working days during which the grievant is then on a paid or unpaid leave of absence, but such extension shall not be for more than 30 working days. The supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. Such answer, if denying the grievance, shall contain the reasons for the denial. During that five (5) working day period, the supervisor, the grievant and the Union representative shall meet to discuss the grievance if either so requests. Others who have knowledge of the matter shall meet with the supervisor if he so requests. If the grievant is not satisfied with the answer, he has five (5) working days after the day on which his supervisor gave him the answer to appeal the grievance, in writing, to the Superintendent. If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the supervisor's answer.

7.2.2 Step 2: Not later than the fifth (5th) working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Union, the Superintendent, and other who have knowledge of the matter. The Superintendent must answer the grievance in writing, and give a copy thereof to the grievant and the Union representative not later than the 10th working day after day on which the Step 2 meeting was held. If the grievant is not satisfied with the answer, he has five (5) working days after the day on which the Superintendent gave him the answer to appeal the grievance in writing to the Board of Education by delivering it to the Superintendent's office.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the answer of the Superintendent. A grievance filed by the Union must be submitted within ten (10) days after the incident occurred or the Union had knowledge of the occurrence.

7.2.3 Step 3: This advisory arbitration procedure shall not apply to any matters involving or pertaining to discipline or discharge.

If the grievance is not resolved satisfactorily at the second stage, the aggrieved employee and the union may submit the grievance to advisory arbitration. The union will determine whether the grievance is meritorious and, thereafter, decide whether to service a demand for arbitration. The written demand must be served upon the superintendent within ten (10) working days of the step 2 determination.

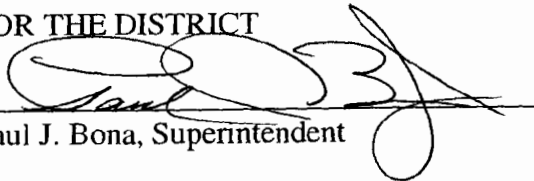
If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an advisory arbitrator.

Submission of a grievance to advisory arbitration shall constitute the sole means for the employee and/or the union to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to advisory arbitration shall be considered to be a waiver of

SIGNATURES

In witness of the foregoing, the authorized representatives of the District and the Association have signed their names below. This agreement shall become effective upon execution by both parties.

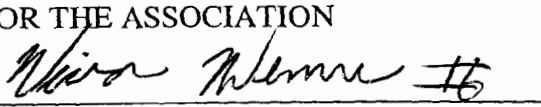
FOR THE DISTRICT



Paul J. Bona, Superintendent

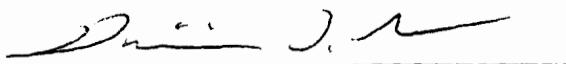
Dated: 12/14/04

FOR THE ASSOCIATION



Vivon Wenner, President

Dated: 12-07-04



Dominic Luna, Labor Relations Specialist
CSEA, Inc.

Dated: 12-8-04

Appendix A

Side Two

THIS SIDE FOR DISTRICT USE ONLY

- (1) Date of the District act claimed to have violated Agreement: _____
- (2) Date grievance form received by supervisor: _____
- (3) Date of Step 1 meeting, if any: _____
- (4) Date of Step 1 answer (copy attached): _____
- (5) Date appeal received by Superintendent: _____
- (6) Date of Step 2 meeting, if any: _____
- (7) Date of Step 2 answer (copy attached): _____
- (8) Date appeal received by Board of Education: _____
- (9) Date of Step 3 meeting, if any: _____
- (10) Date of Step 3 answer (copy attached): _____

