

**PROPOSED INSTRUCTIONAL BARGAINING UNIT
CONTRACT LANGUAGE CHANGES**

Note: Below are the actual proposed changes to your Instructional Bargaining Unit Agreement. Only those articles or sections containing changes are included. You may assume that any language that does not appear remains unchanged. Please take the time to read all the proposed changes very carefully.

**Key: Underlined text is new contract language
~~Strikethrough~~ text is existing contract language that is to be deleted
Regular text is existing contract language that is to remain as is**

ARTICLE II - DEFINITIONS

SENIORITY Length of continuous service in the Instructional Bargaining Unit from the effective date of hire as a teacher ~~minus days on an unpaid leave of absence as described elsewhere in this Agreement.~~ Absence from service by an approved School Board leave shall not be deemed an interruption in continuous service. A teacher who transfers to the Classified Bargaining Unit and then returns to an Instructional Bargaining Unit position will have his/her former time in the Instructional Bargaining Unit apply for seniority purposes providing there was no break in service to the School Board of Sarasota County.

This changes the definition of seniority slightly. We have not been able to successfully deduct seniority each time an employee was on leave, so we agreed to go back to the former way.

ARTICLE V - TEACHER RIGHTS

~~S. For the 2007-08 school year, no less than fifteen (15) hours will be reserved for teacher planning/classroom preparation. This subject will be reviewed for the 2008-09 school year.~~

S. No less than 50% of the total time allocated by the school calendar prior to the first day of student attendance will be reserved for teacher-directed planning and/or classroom preparation activities.

This language clarifies teacher planning, class preparation and in-service in years when there are more than four pre-school days (like this year).

ARTICLE IX - TEACHER DUTY DAY

A. Duty Day

1. The teacher duty day will be 7.5 hours including a one half hour duty free lunch. Employees paid on the School Psychologist/School Social Worker/Program Specialist Salary Schedule will work an eight (8) hour duty day with a one half hour duty free lunch.
2. Individual teacher's beginning and ending times may vary due to the nature of the individual school or the individual program within the school.
3. Duty Free Lunch

All teachers shall have a 30-minute uninterrupted duty-free lunch. During this period, teachers will have no supervisory or transport responsibilities for students.

<p>4. Planning Time</p> <p>Planning time will consist of blocks of time no less than 15 minutes and may include time outside the student day. Except as noted below, each teacher will have at least one continuous block of no less than 45 minutes per day of planning time during the student day. Meetings will not occur during a teacher's individual planning time.</p> <ol style="list-style-type: none"> a. All non-block high school teachers shall have at least 425 minutes of planning time a week, 110 per week may be reserved for collaborative planning time. All high school teachers will have at least one 55-minute planning period per day scheduled during the student day. b. All block high school teachers shall have at least 525 minutes per week of total planning time, 180 minutes may be reserved for collaborative planning time <u>of which 90 minutes will be reserved for teacher-driven collaborative activities</u>. All block-scheduled high school teachers will have at least one 90-minute planning period per day scheduled during the student day. c. All middle school teachers shall have at least 525 minutes per week of total planning time, of which, 180 minutes may be reserved for collaborative planning time <u>which 90 minutes will be reserved for teacher-driven collaborative activities</u>. All middle school teachers will have at least one 45-minute planning period per day scheduled during the student day. d. All elementary school teachers shall have at least 350 minutes per week of total planning time, of which, 110 minutes may be reserved for collaborative planning time. One of the two weekly collaborative planning sessions will be reserved specifically for teacher-driven collaborative planning activities. All elementary school teachers will have at least one 55-minute planning period per day scheduled during the student day except as provided below. For Special Area Teachers, the 55-minute planning period must occur within the instructional day (i.e., defined as the time period beginning 15 minutes before and ending duty 15 minutes after the student day). Special Area Teacher instructional and duty time will not exceed that of the average core academic teacher's time at a given elementary school. During one of their collaborative planning sessions, elementary school teachers may be required to attend CSI meetings when discussing students assigned to their class. e. All SCTI high school teachers shall have at least 425 minutes per week of total planning time, of which, 110 minutes may be reserved for collaborative planning. All SCTI adult student teachers or teachers who teach both high school and adult students shall have at least 375 minutes per week of total planning time, of which, 110 minutes may be reserved for collaborative planning. All planning time must occur during the teacher duty day. f. Attendance at Student Study Team (CARE), team meetings, department meetings, small learning community meetings, parent meetings, IAT, LEP, IEP, 504, AIP meetings, training activities or mandatory meetings will not be part of a teacher's individual planning time unless agreed to by the affected teachers. g. Planning schedules may be altered during the FCAT testing window at the discretion of the Principal with the approval of the school's SDMT. h. The parties agree to convene a <u>three</u> committees to study means of modifying school collaborative planning time so as to maximize meaningful teacher-driven collaborative planning activities. <u>There will be one committee for each of the three school levels (i.e., elementary, middle and high)</u>. These committees will also consider and evaluate the efficacy of current instructional activities towards the goal of eliminating those that are less effective. <u>These</u> committees will be made up of an equal number of school Administrators and teachers. <u>These</u> committees will report its findings back to the bargaining teams for inclusion in the next ratification of this Agreement. 	<p>This represents minor changes in the teacher planning language. One-half of middle and high school teacher collaborative planning will be reserved for teacher-driven activities.</p> <p>These committees will work to improve collaborative planning.</p>
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5. Teacher Duties

All middle and high school teachers may be assigned other related duties during their collaborative planning time.

~~6. Implementation~~

~~a. The extended duty day described above, which includes additional student contact time, will commence at the beginning of the 2006-2007 school year. As a transition to this extended duty day, for the 2005-2006 school year, the parties agree to the following:~~

~~1. Article IX of this agreement will remain unchanged except as stated below.~~

~~2. Beginning January 2, 2006, all teachers will work a seven and one half hour duty day. This additional time must be used to participate in one or more of the following activities in the priority order listed:~~

~~a. ESOL Training:~~

~~Those who do not have ESOL training/endorsement consistent with their certification must use the entire time to achieve such training/endorsement.~~

~~b. Reading Endorsement:~~

~~Teachers who have completed all required ESOL training and/or endorsement, and who teach or may teach reading, must use the entire time to focus on an endorsement in reading.~~

~~c. Other:~~

~~Teachers who have completed both required ESOL and Reading endorsements must spend this _____ time on one or more of the following activities as agreed upon with their Principal:~~

- ~~_____ Gifted endorsement~~
- ~~_____ Reading strategies in their content area~~
- ~~_____ Technology training~~
- ~~_____ Advanced professional training to enhance delivery of instruction to students~~
- ~~_____ Other district approved professional development activities~~

~~_____ Additional district approved collaborative planning activities, which are in addition to those activities pursuant to Article IX, Section H~~

~~d. This priority order may be altered on an individual basis with the approval of the parties.~~

~~3. The additional 30 minutes per day may be aggregated if the teacher requests, with the prior approval of the Principal.~~

This is out-dated language that should be removed from the contract.

<p>4. Teachers are responsible for documentation of their weekly activities.</p> <p>5. Unless aggregated pursuant to paragraph 3 above, the schedule of the adjusted teacher day to take effect on January 2, 2006 will be set by each school's shared decision making team for the remainder of the 2005-2006 school year.</p> <p>a. The extended duty day will be accompanied by a non-retroactive salary increase of 7.1% effective January 2, 2006 (this increase will not impact supplements for the 2005-06 school year). The continuation of the language, including salary increases beyond the 2005/2006 school year, is contingent upon passage of the referendum. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2006, all salary schedules will be automatically reduced by a like amount as of the close of the business day on June 30, 2006 and the teacher duty day will revert to the status quo as of August 1, 2005. This reduction may be in addition to any other reduction described elsewhere in this agreement.</p> <p>b. The Teacher Trainer Salary will no longer exist as of January 2, 2006. Should the referendum fail to pass and the teacher duty day reverts back to the current status quo as of August 1, 2005, the Teacher Trainer Salary Schedule would be reinstated with the appropriate addition of the negotiated across the board increase for the 2005-06 school year. Instructional Employees assigned to the Landings and not paid on the School Psychologist/School Social Worker/Program Specialist Salary Schedule will be referred to as Teachers on Special Assignment.</p> <p>c. The School Psychologist/School Social Worker/Program Specialist Salary Schedule will be modified to reflect a 7.1% supplement to reflect the longer work day effective January 2, 2006. Should the referendum fail to pass and the teacher duty day reverts back to the status quo as of August 1, 2005, the School Psychologist/School Social Worker/Program Specialist Salary Schedule will revert back to its current 14.3% level with the appropriate addition of the negotiated across the board increase for the 2005-06 school year.</p>	
<p><u>ARTICLE X - PROFESSIONAL DEVELOPMENT CENTER</u></p> <p>A. Function/Purpose</p> <p>1. A Professional Development Center <u>Department</u>, which is established by the Board, shall operate in accordance with Florida Statutes. The purpose of the Professional Development System is to promote the professional growth of Instructional personnel by linking and aligning in-service activities with student and Instructional personnel needs as determined by school improvement plans, annual school reports, student achievement data, performance appraisal data of teachers, and teacher input.</p> <p>D. Supervision of Student Teachers and Interns:</p> <p>Supervision by a teacher of a student teacher or an intern shall be voluntary. A cooperating teacher shall not be given additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher or intern, nor shall regular evaluation of a cooperating teacher's competency occur during the period of class responsibility and control by the student teacher or the intern. A student teacher or intern may be used as a substitute teacher during emergencies. In addition, a student teacher or an intern may substitute for the cooperating teacher when appropriate in the judgment of the building Administrator and the cooperating teacher.</p>	<p>This is the current name of that department.</p> <p>The sponsoring universities do not allow this practice any longer.</p>

<p><u>ARTICLE XII - TEACHER CONTRACTS</u></p> <p>C. Professional Service Contract (PSC)</p> <p>1. Annual Contract teachers will be granted a Professional Service Contract (PSC) after three years of satisfactory performance Annual contract teachers will be granted Professional Service Contract (PSC) status upon completion of the statutory service requirements and a final Satisfactory evaluation at the end of either their third or fourth year of service and completion of the appropriate ESOL course work requirement for the position currently held as specified in current State Board Rules. Consistent with applicable Statutes, Annual Contract status can be extended to a fourth year.</p> <p><input type="checkbox"/></p>	<p>This language reflects our current past practice.</p>
<p><u>ARTICLE XIV - REDUCTION IN FORCE</u></p> <p>If the Board, in exercising its right to determine the number and nature of the positions in the School system, takes action to reduce staff within particular job classifications, the following provisions shall apply:</p> <p>C. Procedures</p> <p>3. Seniority – Seniority will be defined as time since effective date of hire in the Instructional Bargaining Unit minus days on an unpaid leave of absence as described elsewhere in this Agreement. Seniority for surplussing and placement purposes will be determined as of March 1 in any given school year. Seniority will encompass all Cost Centers in system-wide fashion. A teacher who had previous employment in the Classified Bargaining Unit and who did not break service with the School Board of Sarasota County, will retain his/her seniority in the Classified Bargaining Unit in case he/she has been laid off from his/her Instructional position. Such time, however, will not count towards seniority in the Instructional Bargaining Unit. A teacher who transferred to the Classified Bargaining Unit and then returned to the Instructional Bargaining Unit will retain all prior Instructional Bargaining Unit time(s) for seniority purposes, provided that no break in service to the School District occurred. <input type="checkbox"/></p>	<p>See the description in Article II, above.</p>
<p><u>ARTICLE XXI - PAID LEAVES OF ABSENCE</u></p> <p>Categories of Paid Leaves</p> <p>C. Leave for Union Officers</p> <p>Upon request, leaves of absence, limited to three persons per year, shall be granted to Union officers <u>or staff</u>. This leave will be extended yearly to include the officer's full term of office. The SC/TA will reimburse the Board for all expenses associated with these leaves.</p>	<p>This clarifies that SC/TA staff members who work for the school district are on paid leave. The SC/TA fully reimburses the Board for all such leaves.</p>
<p><u>ARTICLE XXII - UNPAID LEAVES OF ABSENCE</u></p> <p>Categories of Unpaid Leaves</p> <p>A. Study/Professional Improvement Leave</p> <p>A leave of absence without salary for professional improvement may be authorized by the Board for any Continuing Contract or Professional Services Contract teacher. If the purpose of the leave involves a two year program, a second year shall be approved upon request. Other leaves shall not exceed one year. However, at the end of a</p>	<p>See above.</p>

<p>leave, a teacher may request another leave of absence, the granting of which shall be at the sole discretion of the Board. Application for such leave shall be submitted to the Superintendent not later than 60 days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the teacher's return from leave if he/she has engaged in related studies at an accredited university or he/she has served in a capacity similar to one he/she occupies in the Sarasota County School System. Notwithstanding the foregoing, no experience credit will be granted for any year in which the teacher does not work or participate in the leave as approved one day more than one-half of the regular contract year.</p> <p>Such leave may be authorized for:</p> <ol style="list-style-type: none"> 1. engaging in study at an accredited university; 2. full-time participation in a federally sponsored Peace Corps; 3. full-time teaching in foreign or military programs; 4. cultural travel or work program related to his/her professional responsibilities; 5. participating in exchange teaching programs in other School Districts, states, territories or countries; or 6. serving as a full-time, paid officer <u>or staff</u> of an education association. <p>Categories of Unpaid Leaves</p> <p>J. <u>Charter School Leave</u></p> <p><u>A charter school leave of absence, without pay, for one year may be granted by the Board to a teacher upon application. The application must be submitted to Human Resources by June 30th of each year.</u></p>	
<p><u>ARTICLE XXIII- GRIEVANCE AND ARBITRATION</u></p> <p>B. Procedures</p> <ol style="list-style-type: none"> 1. Informal: This level of the grievance process is to be used to settle grievances and disputes at the local level. It is the intention of the parties that to the greatest extent possible, only local building staff will be used to process Informal level grievances. No later than 20 working days after the grievance first occurred or knowledge should have been reasonably had thereof by the grievant, the grievant, and/or the grievant and his/her Cost Center Union representative shall request a meeting to verbally discuss a potential grievance with the Cost Center head, or his/her designee, allegedly causing the potential grievance. The Cost Center head, or his/her designee, will respond no later than ten working days after the informal meeting has been held. If the grievant is not satisfied with the disposition of the potential grievance, the potential grievance may be taken to Step One of the Formal Procedure. 2. Formal Step One: If the grievant is not satisfied with the disposition of the grievance at the informal level, no later than ten working days following the 	<p>These changes streamline the grievance process by eliminating a step and not creating two meetings with the first level administrator. It also updates some of the titles of district administrators.</p>

<p>Administrator's denial at the Informal Step, the grievant and/or his/her Union representative shall schedule a meeting to submit the grievance on the adopted form to the Cost Center head or his/her designee allegedly causing the grievance. The Cost Center head or his/her designee will respond in writing, no later than ten working days after the meeting has been held. If the grievant is not satisfied with the disposition of the grievance, the grievance may be taken to Step Two of the Formal Procedure.</p> <p>3. Formal Step Two <u>One</u>: If the grievant is not satisfied with the disposition of the grievance at the Step One Informal level, he/she may schedule a meeting to submit the grievance on the adopted form to the appropriate Assistant-Associate Superintendent, <u>Chief</u> or his/her designee no later than ten working days after the response was received at the Step One Informal level. The Assistant-Associate Superintendent, <u>Chief</u> or his/her designee shall submit his/her written response to the Step Two <u>One</u> grievance no later than ten working days following the Step Two <u>One</u> meeting.</p> <p>4. Formal Step Three <u>Two</u>: If the grievant is not satisfied with the disposition of the grievance in Step Two One, he/she may schedule a meeting to submit it on the adopted form to the Superintendent or his/her designee no later than ten working days after the written response was received in Step Two One. The Superintendent or his/her designee shall submit a written response no later than ten working days after the Step Three Two meeting. Should the response be a rejection of the grievance, the Superintendent or his/her designee will summarize his/her reasons for so ruling.</p> <p>5. Step Four <u>Three</u> (optional): Should the parties mutually agree, the next step in the processing of a grievance will be through the inclusion of an impartial Mediator. The decision to undertake this option must be made by the grievant within 15 working days from receipt of the Step Three Two written decision. The Mediator will be chosen through mutual agreement of the parties. There will not be a binding decision on the parties except by mutual agreement. Alternate solutions which are recommended at this level may not be utilized at an arbitration proceeding by either party.</p> <p>6. Step Five <u>Four</u>: If the grievant is not satisfied with the disposition of the grievance in Step Three Two or Four Three, he/she may submit it to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration Rules for a binding decision. Any submission hereunder shall be made no later than 15 working days after the receipt of the decision in Step Three or Four. □</p>	
<p><u>ARTICLE XXVIII - SALARIES</u></p> <p>A. Salary Schedule</p> <p>The salary of each teacher covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof.</p> <p>B. The 2006<u>7</u>-2007<u>8</u> school year salary Agreement is as follows:</p> <ol style="list-style-type: none"> Effective July 1, 2006<u>7</u>, all teachers will receive an across-the-board increase of 5.25% <u>3%</u> (three five and one quarter per cent) for the 2006<u>7</u>-2007<u>8</u> school year. This increase will be added to the respective salary schedules. This increase will not apply to earnings from the 2006 <u>2007</u> summer school program. Teachers will have the opportunity to receive up to 3.25% (three and one-quarter per cent) of the teacher's normal yearly salary per school year to support collaborative school improvement activities. The procedures governing the allocation and approval of these days are outlined in Article IX, Section C of this Agreement. Salary and longevity schedules are included as part of this Agreement and appear in Appendix A, contained herein. 	<p>This salary settlement involves a 3% across-the-board salary increase on top of the already granted step increments. All of that increase is contingent upon the continuance of the general fund millage referendum which comes up for re-vote in 2010.</p>

<p>4. If a millage referendum is not passed by the voters of Sarasota County on or before June 29, 2010, all salary schedules will be automatically reduced by <u>the sum of one-half of any across-the-board salary increases agreed to for the 2006-2007, plus the full 3% (three percent) of the 2007-2008 increase, plus one-half of any across the board increase agreed to for the 2008-2009 school years, as of the close of business on June 30, 2010.</u></p> <p>5. Furthermore, the parties agree to include on each teacher's paycheck, the percentage of the total operating fund revenues that are provided by referendum funds and to reflect that proportion in each teacher's paycheck.</p> <p>6. Effective July 2, 2007, the existing Step 1 will be removed from the salary schedule and all remaining steps will be renumbered steps 1-29. A Step Zero will be added to the schedule as the basis of computing longevity payments, but no teachers will be placed on that step for salary purposes.</p>	<p>We will not be dropping an additional step off the salary schedule this year.</p>
<p><u>ARTICLE XXXI - BENEFITS</u></p> <p>3. The School Board will provide spouse, dependent and family health insurance options for both the PPO plan and the HMO plan at the teacher's expense. The Board will offer an alternative family health insurance option at the teacher's expense that will provide for lower benefits and premium levels. Should a teacher elect this option for his or her family, he or she must elect this option for his or her coverage.</p> <p>4. Teachers who have elected to waive their right to medical insurance by signing a School Board affidavit of insurance coverage form prior to September 1, 2000, will be allowed to maintain that election. New teachers hired between September 1, 2000, and October 17, 2000, will be afforded the opportunity to decline insurance coverage. If such an election has been made, the School Board will contribute the sum of \$254.06 per month to the teacher's existing 401(k) account until such time as the teacher voluntarily rescinds the waiver of insurance or leaves the employ of the School Board. Once a teacher's election to waive his or her right to medical insurance has been rescinded for any reason, that teacher may not elect to waive medical insurance pursuant to this paragraph again in the future. All teachers other than those who have elected to waive their right to medical insurance prior to September 1, 2000, will be enrolled in the School Board health insurance plan and not be allowed to elect a waiver of health insurance.</p>	<p>This is a deletion of outdated language.</p>
<p><u>ARTICLE XXXVIII – DIFFERENTIATED PAY FOR DISTRICT CRITICAL SHORTAGE AREA(S)</u></p> <p><u>The parties are empowered to and agree to negotiate on a yearly basis, a Memorandum of Understanding to identify the endorsement and/or certification areas of critical shortage area(s) to the School Board of Sarasota County and to how best to address that shortage. The negotiated Memorandum may include ways of incentivizing teachers to become endorsed and/or certified in the district critical shortage areas or ways of persuading already properly endorsed and/or certified teachers to move into vacancies in the identified areas.</u></p>	<p>This language enables the two parties to negotiate differentiated pay for certain critical shortage areas.</p>
<p><u>APPENDIX A - SALARY SCHEDULES</u></p> <p><u>IMPLEMENTATION:</u></p> <p>1. Credit for experience will be granted as follows:</p> <p style="padding-left: 20px;">a. For newly hired teachers (i.e., those not previously employed by the Board at any time prior to</p> <p>2. Credit for salary purposes will be granted for:</p>	

<p>a. Credit hours necessary to meet requirements of a planned program leading toward an advanced degree. Teachers completing an advanced degree will be paid retroactive to the date of conferral of that degree.</p> <p>b. Additional courses which will increase the teacher's professional effectiveness.</p> <p>c. Credit for courses earned beyond a Bachelor's or Master's degree (i.e., BA+30 or MA+45) will be granted only for those courses taken after the actual date of conferral of the previous degree. <u>Such lane advancement will be granted upon the teacher's request after verification by the Board. There will be no retroactive payment adjustment in these cases.</u></p> <p>d. <u>A Specialist's degree in a related field will be considered equivalent to a MA+45 for salary purposes subject to the following conditions: the teacher must have both a Specialist's degree and a minimum of 75 hours of total graduate level course work. It will be the employee's responsibility to notify the Board of any requested salary adjustment due to the implementation of this language. There will be retroactive interpretation of this language for salary purposes.</u></p>	<p>This change clarifies the policy under which teachers can apply for transfer across salary lanes.</p> <p>This language clarifies that teachers who earn a Specialist's degree qualify for the MA+45 pay lane under certain circumstances.</p>																											
<p><u>APPENDIX E - GRIEVANCE REFERRAL FORM</u></p> <p>Name of Grievant: Date of Grievance: Article(s) _____, Section(s) _____, And other applicable Statutes, DOE Rules and/or School Board Rules Worksite: _____ To Whom Submitted: _____ Description of Grievance: Corrective Action Requested By Grievant:</p> <table border="0" data-bbox="177 941 940 1169"> <tr> <td>Date Filed</td> <td>Hearing Date</td> <td>Response Date</td> </tr> <tr> <td>Informal</td> <td>Informal</td> <td>Informal</td> </tr> <tr> <td>Step I</td> <td>Step I</td> <td>Step I</td> </tr> <tr> <td>Step II</td> <td>Step II</td> <td>Step II</td> </tr> <tr> <td>Step III</td> <td>Step III</td> <td>Step III</td> </tr> <tr> <td>Step IV</td> <td>Step IV</td> <td>Step IV</td> </tr> <tr> <td>Step V</td> <td>Step V</td> <td>Step V</td> </tr> </table> <table border="0" data-bbox="177 1185 940 1266"> <tr> <td>Resolution</td> <td>Administration</td> <td>Grievant</td> </tr> <tr> <td></td> <td>Sustained/Denied</td> <td>Accepted/Rejected</td> </tr> </table> <p>Informal Step I Step II Step III</p>	Date Filed	Hearing Date	Response Date	Informal	Informal	Informal	Step I	Step I	Step I	Step II	Step II	Step II	Step III	Step III	Step III	Step IV	Step IV	Step IV	Step V	Step V	Step V	Resolution	Administration	Grievant		Sustained/Denied	Accepted/Rejected	<p>These changes reflect the changes in the grievance process noted above.</p>
Date Filed	Hearing Date	Response Date																										
Informal	Informal	Informal																										
Step I	Step I	Step I																										
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Step III	Step III	Step III																										
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Step IV		
Step V		
Step I		
Signature of Administrator	Date	
Signature of Grievant	Date	
Step II		
Signature of Administrator	Date	
Signature of Grievant	Date	
Step III		
Signature of Administrator	Date	
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Step IV		
Signature of Administrator	Date	
Signature of Grievant	Date	
Step V		
Signature of Administrator	Date	
Signature of Grievant	Date	