

# **MASTER CONTRACT**

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**By and Between**

**LEXINGTON BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NUMBER 57  
CLEVELAND COUNTY, OKLAHOMA**

**and**

**LEXINGTON EDUCATION ASSOCIATION**

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**2017-2018**

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## MASTER CONTRACT

This Agreement is made and entered into this 13<sup>th</sup> day of November 2017, by and between the Lexington Board of Education of Independent School District Number 57 of Cleveland County, Oklahoma ("Board"), and Lexington Education Association ("Association"), and pursuant to Title 70, Oklahoma Statutes, Section 509.1-509.10, the parties agree as follows:

### ARTICLE I

#### Purpose

- 1.1 It is the purpose of this procedural Agreement to establish an orderly process of communications between the School District and certified school employees. (1981-82)

### ARTICLE II

#### Recognition

- 2.1 The Board recognizes the Lexington Education Association as the designated organization to represent the regularly employed professional classroom teachers in the Lexington School District for professional negotiations. (2008-2009)
- 2.2 No other person or organization shall be authorized to represent the employed professional classroom teachers of the Lexington School District ("District"). (1981-82)
- 2.3 Any person who desires not to be represented by any organization as provided herein, may so state in writing to the Board. (1981-82)

### ARTICLE III

#### Definitions

(1981-82)

- 3.1 "**Board**" shall mean the board of education of the District.
- 3.2 "**Superintendent**" shall mean the superintendent of the District.
- 3.3 "**Consultant**" shall mean counsel being retained by either party for consultative purposes.
- 3.4 "**Association**" shall mean the designated bargaining agent for professional educators.
- 3.5 "**Caucuses**" shall mean either side may call a brief intermission at any time for a reasonable length of time based on mutual agreement by both negotiation teams.
- 3.6 "**Recess**" shall mean either chairperson may request a temporary intermission by mutual agreement if no progress has taken place, providing, the session reconvenes within 48 hours unless a mutually later time is agreed to.

- 3.7 **"Adjournment"** shall be a set time by mutual consent with extensions available by mutual agreement.
- 3.8 **"Protocol"** shall mean no threats, slander, explicit or implicit, against any negotiator or professional educator.
- 3.9 **"Tentative Agreement"** shall mean that when agreement is reached, each side's spokesperson initials the document and receives copies. Tentative agreement shall be subject to ratification by the parties.
- 3.10 **"Days"** shall mean calendar days.
- 3.11 **"Negotiations"** shall mean that time for presentation of total packages through ratification of a negotiated contract.

**ARTICLE IV**  
**Compliance With Laws Clause**  
**(1981-82)**

- 4.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State and the United States, including but without limiting the generality of the foregoing, the right:
- A. to the executive management and administrative control of the District and its properties and facilities;
  - B. to hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - C. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - D. to decide upon the means and methods of instruction, the selection of textbooks and other teaching aids of every kind and nature; and
  - E. to determine class schedules, school hours, and the duties and responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities.
- 4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and

specific terms of this Agreement in accordance with (Section 4.5) and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the state school laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

- 4.3 If any provision herein, or application of said provision, shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. Said invalid provision shall be renegotiated at the request of either party beginning not later than thirty (30) days subsequent to the request.
- 4.4 No employee shall be discriminated against by the Board, Superintendent or any other administrative officer of the District or by the professional or non-professional organization, its officers, or any member thereof, because of his/her exercise or non-exercise of rights under Oklahoma's Professional Negotiations Act. (70-509.9)
- 4.5 The Board and the representatives of the organization must negotiate in good faith on items affecting the performance of professional services.

**ARTICLE V**  
**Negotiation Procedure**  
**(1981-82)**

- 5.1 Written request for negotiations between the Board and the Association may be submitted by either party beginning January 1. A written response will be made within ten (10) calendar days of the receipt of any such written request.
- 5.2 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided however, that the first meeting shall be held within ten (10) days of such written response.
- 5.3 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as, available preliminary budgetary information and proposals affecting teachers salaries, wages, hours, and conditions of employment. The Board shall not be required to cause preparation of special reports. Each committee shall keep its own set of minutes.
- 5.4 All negotiation proposals will be made exclusively to the negotiating teams of the Board and the Association.
- 5.5 Each party will carry the necessary authority to make proposals and counter-proposals to compromise, and to make agreements subject to final ratification.
- 5.6 Tentative agreements reached as a result of such negotiations will be reduced to writing and will

have conditional approval of both parties pending ratification by both parties. The final agreement will be signed by the Association and the Board and such action entered into the official Board minutes.

## **ARTICLE VI**

### **Mediation**

**(1981-82)**

- 6.1 If the negotiations described in Article V have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Association and the Board to make a voluntary agreement. In the event that the parties are unable to agree upon a mediator, the mediator shall be provided by the Federal Mediation and Conciliatory Services (FMCS).
- 6.2 The format, date, and times of meetings will be arranged by the mediator. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.
- 6.3 The mediator will meet with the Board representatives and the Association representatives either separately or together.
- 6.4 To the extent that tentative agreements are reached as a result of mediation, the mediator shall report the issues which remain in dispute to the respective parties.
- 6.5 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- 6.6 It shall be illegal for the Association to strike or to threaten to strike as a means of resolving differences with the Board. Any member of the Association engage in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Association, or its members engage in a strike, then the Association shall cease to be recognized as the representative of the professional educators and the District shall be relieved of the duty to negotiate with such Association or its representatives. (70-59.8)

## **ARTICLE VII**

### **Fact Finding**

**(1981-82)**

- 7.1 If the mediation described in Article 6, Section 6.1 has failed to bring about total agreement, all items remaining at impasse shall be referred to a three (3) member committee. Said committee shall consist of one (1) member selected by the Board representatives, one (1) member selected by the Association representatives, and the third member, selected by the first two (2) members, will act as chairman. This third member shall be selected from a list of names submitted by the Board and a list of names submitted by the Association.
- 7.2 In a maximum of fifteen (15) calendar days, if the first two (2) members fail to agree upon any

of the persons named, or if those named decline or are unable to act, or if for any reason an appointment cannot be made from such lists of names, the American Arbitration Association or Federal Mediation and Conciliatory Service will appoint a third member according to their rules.

- 7.3 The fact finders will have the authority to hold hearings and make procedural rules.
- 7.4 Within thirty (30) calendar days after the conclusion of such hearings, the fact finders shall submit a report in writing to the Board and the Association only, and shall set forth in the report the findings of fact, reasoning, and recommendations on the issues submitted. Within fifteen (15) days, a mutual agreement based on the fact finders report shall be reached between the Board and the Association.
- 7.5 The costs for the services of the fact finding chairman, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.
- 7.6 The Board will be responsible for the expenses of its member on the fact finding team and the Association will be responsible for its member's expense.

## **ARTICLE VIII**

### **Duration**

- 8.1 No provisions in the duration clause shall prohibit good faith negotiations under the provisions of this procedural agreement until such time as the Association and the Board approve a final agreement that has been reduced to writing. **(1981-82)**
- 8.2 Any changes, modifications, or amendments to the procedural agreement can be made only by being mutually agreed upon by the Board and the Association. However, any item or article which is contrary to law shall be changed by the parties in order to comply with law. The receipt of request for negotiations will not be presented to the Board before January 1 of the current fiscal year. **(1981-82)**
- 8.3 All negotiated items for past years and future years, shall remain in effect until such time as either party feels it necessary to renegotiate said items. **(1981-82)**
- 8.4 The Association shall limit negotiation proposals to ten (10) items per year. **(1981-82)**

## **ARTICLE IX**

### **Monitoring Devices**

- 9.1 No monitoring or recording devices will be present during negotiations without mutual consent of both parties. **(1981-82)**



**ARTICLE X**  
**Salary Items**

- 10.1 The Board and the Association agree to use the total compensation schedule attached as Schedule #1 for the 2017-2018 school year, allowing each teacher to move to the appropriate step of experience and degree for which they qualify.

No teacher shall be granted credit for more than five (5) years active duty in the military service, or out-of-state teaching experience as a certified teacher.

Placement on the salary schedule shall be in accordance with the teacher's approved years of experience, highest degree held, and the number of credits earned beyond said degree as reflected in the salary schedule. Salary adjustments, due to increased experience or higher degree or additional graduate credit hours will be made at the beginning of each school year and will be effective on the first pay period of that school year. Official transcripts showing the completed course work must be on file in the office of the Superintendent no later than September 15th. Failure to submit the required documents will result in the loss of the increment requested for that full school year. The responsibility for submission of the proper documents at the proper place and time is that of the teacher. **(2017-2018)**

- 10.2 Beginning with the 1987-88 school year, the District shall provide increments of one-hundred dollars (\$100) per year, for teachers, for each year they have taught in the District, until July 1, 1997, at which time the amount of each teacher's increment would be frozen and would remain the same for the remainder of that teacher's career in the District. Teachers hired after the 1995-96 school year will receive no increments. The increment is in addition to state mandated pay raises. The total amount will be paid in one (1) single paycheck at the same time that the March paycheck is issued. **(1996-97)**
- 10.3 The Board shall pay each teacher in the District on the last contracted, regular school day or professional development day for each of the following months: January, February, March, April, May, August, September, October, November, and December. The November paycheck will be distributed no later than the Friday before Thanksgiving Break. Both the June and July paychecks will be paid on or before June 15. Checks will be available at 8:00 a.m. on each designated pay date. **(2017-2018)**
- 10.4 The District shall pay each teacher who accepts an extra duty assignment (gate duty, clock, game books) a flat rate of fifteen dollars (\$15) per assignment.
- 10.5 The Board may issue to each participating teacher in the District, a check in the amount of six-hundred fifty dollars (\$650) to be distributed before or no later than the Friday before Thanksgiving Break. Said six-hundred fifty (\$650) is included in the base salary. **(2017-2018)**

**ARTICLE XI**  
**Leave**

- 11.1 The District shall allow teachers to accumulate one-hundred twenty (120) days of sick leave. **(1999-2000)**
- 11.2 Each teacher shall be granted three (3) days of leave each year to conduct personal business that must be conducted at times that school is in session:
- A. a teacher who will be absent for reasons of personal business shall provide the Administration with at least twenty-four (24) hours notice, or during school hours the day before the requested day off;
  - B. except in emergency situations or any situation approved by the Superintendent, personal business leave may not be used during the following times: first or last week of school, or the day immediately preceding or following a holiday or vacation period;
  - C. personal leave is in addition to their ten (10) day sick leave. This personal leave is non-accumulative and the reason for it does not have to be given; and
  - D. any unused personal leave will be converted to accumulated sick leave at the end of each school year. **(1995-96)**
- 11.3 A. A full-time employee may donate sick leave to another employee for the following reasons:
- 1. the donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition of the donee;
  - 2. the donee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment, maternity leave, or physical or mental condition of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who resides in the same home as the donee and who shares a duty to provide financial support with the employee) of the donee; and
  - 3. the condition (such as pregnancy) has caused or is likely to cause the donee to take leave without pay or to terminate employment.
- B. The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below 10 days.
- C. An employee may receive up to 30 donated days. If that leave is exhausted, the employee may apply for an additional 30 days.

- D. An employee requesting donated days must first provide the Board with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition.
- E. The employee receiving donated days is to receive his or her normal rate of pay.
- F. All sick leave available for use by the donee must be used prior to using shared sick leave.
- G. Shared sick leave usage records shall be maintained separately from regular sick leave records.
- H. Any donated leave which is not used shall be returned to the donating employees on a prorated basis.
- I. The Board is the determining body as to whether the donee meets the criteria above and has previously abided by District leave policy. **(1999-2000)**

11.4 Each teacher shall be entitled to five (5) days per year of non-cumulative emergency leave not chargeable to sick leave. Emergency leave is granted with full pay, for unforeseen circumstances which would reasonably keep a teacher from performing his/her duties. The term "emergency" shall apply to leave within the following categories:

- A. death in the family: a maximum of three (3) days leave shall be allowed in case of a death in the family, except for the death of a child, husband, wife, mother-in-law, father-in-law or parent in, which case, five (5) working days shall be allowed; or
- B. disaster such as a tornado, flood, or fire which involves the teacher's immediate family and/or personal property will be allowed a maximum of two (2) days. If dwelling is totally destroyed, the teacher will be allowed a maximum of five (5) days.

This item shall supersede any existing agreement or policy dealing with bereavement leave. **(2008-2009)**

- 11.5 A. At the conclusion of the school year, teachers with perfect attendance shall receive a one-time, non-salary stipend in the amount of four hundred twenty-five dollars (\$425). Perfect attendance shall mean that a teacher has not been absent from teaching duties for any days or parts of days, whether for sick leave, personal business, emergency leave, or bereavement leave. School business, jury duty and three days bereavement leave for the death of a child, husband, wife, parent or sibling shall be the only exceptions for perfect attendance.
- B. At the conclusion of the school year, teachers who do not have perfect attendance, but are absent for the below enumerated numbers of days or parts of days shall receive a one-time, non-salary stipend according to the following schedule:

**Days or Parts of days missed - Stipend Amount**

½ Day	\$412.50
1 Day	\$400.00
1 ½ Days	\$387.50
2 Days	\$375.00
2 ½ Days	\$367.50
3 Days	\$350.00
3 ½ Days	\$325.00
4 Days	\$300.00
4 ½ Days	\$250.00
5 Days	\$200.00

- C. Stipends earned shall be paid as a separate check in May. (2017-2018)
- D. If a teacher is employed after the school year begins, the stipend will be prorated accordingly. (2011-2012)

**ARTICLE XII**

**Fringe Benefits**

- 12.1 For the 2017-2018 school year, the Board shall pay an annual contribution of seventeen hundred fifty dollars (\$1750) per teacher to the Oklahoma Teacher Retirement System as a part of total compensation, less the amounts contributed directly to the retirement system by the State. (2017-2018)
- 12.2 **State Payment:** For the 2017-2018 school year, teachers who choose to participate in Major Medical Coverage purchased through the District sponsored Cafeteria Plan shall have paid on their behalf up to the full amount of the Health Choice High Option Single Premium as provided by the State.  
  
For the 2017-2018 school year, full-time teachers who choose not to participate in District Health Insurance Plan shall receive sixty-nine dollars and seventy-one cents (\$69.71) per month which may be applied to options in the District's Section 125 Cafeteria Plan or may be taken as taxable compensation, in lieu of the State Health Insurance Benefit provided above. Part-time teachers shall receive benefits as provided for by State Law. (2017-2018)
- 12.3 When a teacher is assigned cafeteria duty, the District will furnish that teacher with a free lunch from the school cafeteria. Any one (1) teacher will be responsible for a daily duty for no more than thirty-five (35) school days, with a maximum of twenty-five (25) minutes per day (excluding cafeteria duty and recess duty). High school and Junior High school teachers will be required to serve as a non-instructional supervisor of students (homeroom supervision or duty supervision) 131.25 hours per school year. This item shall be negotiated each year and will not count as one of the ten (10) items. (2009-2010)
- 12.4 A cafeteria plan, that allows the payment of selected items pre-tax, will be provided for the teachers. (1995-96)
- 12.5 For the 2017-2018 school year, the District will allow the building level Teachers of the Year to

requisition \$500 of supplies or equipment to be used in their duties as a classroom teacher. There will be two teachers selected from grades PK-5, one teacher from grades 6-8 and one teacher from grades 9-12. In addition, the teacher that is selected as the District Teacher of the Year will be eligible to earn a one-time non-salary stipend of \$500 as well. To be eligible for the District and/or Building Teacher of the Year, a teacher must have completed two years of service with the District. Also, the district winner will not be eligible again for three years, and the building winner will not be eligible for one year. The criteria to earn the stipend shall be agreed upon by the teacher and his/her principal. The one-time non-salary stipend will be paid the following pay period after the agreed upon duties are completed. (2015-2016)

### **ARTICLE XIII**

#### **Evaluation of Teaching Performance**

- 13.1 The major purpose of evaluation is for the improvement of professional performance as a means of assuring the most competent educational techniques.
- 13.2 Within two (2) weeks after the beginning of each school term, the building Principal or appropriate supervisor, shall acquaint each professional staff member under his/her supervision with the evaluation procedures, standards, and instruments, and advise each professional staff member as to the designated supervisor who will observe and evaluate his/her performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.
- 13.3 A new professional staff member or professional staff member reassigned after the beginning of the school term shall be notified by the appropriate Supervisor of the evaluation procedure in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.
- 13.4 A designated building Principal, or appropriate certified supervisor, of a professional staff member assigned to a building shall be responsible for notification and evaluation of all unassigned professional staff members.
- 13.5 All observations of a professional staff member shall be conducted with the full knowledge of the professional staff member.
  - A. The building Principal or appropriate supervisor shall evaluate each professional staff member formally in writing. Such evaluation shall be based upon the Minimum Criteria for Effective Teaching Performance and Standard of Performance and Conduct, attached to the Negotiated Agreement. All observations shall be conducted in a manner to minimize interference with the normal teaching-learning process.
  - B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
  - C. The use of eavesdropping, public address or audio systems and similar surveillance devices for monitoring or observing the work performance of a teacher shall be strictly prohibited.

- 13.6 All Administrators involved in observations shall be fully and properly trained in the techniques and criteria to be used in the observation process.
- 13.7 Non-career professional staff members shall be formally evaluated at least two (2) times a year. There shall be at least fifteen (15) work-day periods between each evaluation unless otherwise requested by the professional staff member.
- 13.8 Career professional staff members shall be formally evaluated at least one (1) time each year.
- 13.9 All employees in the District shall be evaluated on only those duties assigned by the District.
- 13.10 A pre-evaluation conference may be requested between the appropriate supervisor and the professional staff member at least three (3) days prior to the first evaluation so that the evaluator may be appraised of the objectives, methods, and materials planned for the performance situation to be evaluated.
- 13.11 Each formal written evaluation shall be preceded by at least two (2) classroom observations.
- 13.12 A copy of each formal written evaluation shall be given to the professional staff member and a conference shall be held between the professional staff member and the building Principal or immediate supervisor within three (3) school days following the classroom observation. A copy signed by both parties shall be given to the professional staff member. The member's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
- 13.13 If the professional staff member feels his formal written evaluation is incomplete, inaccurate, or unjust, he/she must, within two (2) weeks, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personal file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
- 13.14 The certified building Principal or appropriate certified supervisor shall provide the professional staff member with definite, positive assistance to improve the quality of performance and to eliminate difficulties noted in any evaluation. Such assistance shall be noted in writing and an initialed copy retained by the appropriate supervisor and the professional staff member.
- 13.15 Following remediation, re-evaluation shall be accorded the professional staff member in compliance with the procedures of this Article XIII. Subsequent evaluation reports which fail to note the same deficiency shall be interpreted to mean adequate improvement has taken place.

**ARTICLE XIV**  
**The Right To A Fair Hearing**

- 14.1 A claim by a teacher that there has been a violation, misinterpretation of this Agreement, or any rule, order, or established practice of the Board may be processed as a grievance as hereinafter provided. (1980-81)
- 14.2 **Definitions:**

- A. **"Grievant"** shall mean a teacher, or group of teachers, or the Association filing a grievance. **(1980-81)**
  - B. **"Grievance"** shall mean a claim by a grievant that a dispute or disagreement exists involving an existing Board rule, policy, or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes the employee's health or safety. **(1980-81)**
  - C. **"Days"** shall mean teacher employment days (Monday-Friday, excluding legal state holidays). If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next step of the procedure. **(1980-81)**
- 14.3 A grievant shall be represented at all stages of the grievance procedure by himself, or, by whomever he/she delegates as such a representative (attorney, association representative, etc.). **(1980-81)**
- 14.4 **Procedure:**
- A. **Step 1:** The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within a reasonable amount of time following knowledge of the act or conditions which are the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance, the grievant and/or his/her representative and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within two (2) days after the meeting. **(1980-81)**
  - B. **Step 2:** If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within six (6) days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and/or his/her representative, to take place within five (5) days of his/her receipt of the appeal. The grievant and the District shall have the right to include such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have four (4) days to provide his written decision to the grievant. **(1980-81)**
  - C. **Step 3:** If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within ten (10) days after he/she has met with the Superintendent, he/she may, within five (5) days after a decision by the Superintendent, or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, submit the grievance in writing to the Board. The grievance will be heard by the Board at the next regularly scheduled Board meeting or at a special meeting, whichever is sooner. Neither party shall be permitted to assert the Board proceedings any evidence

- which was not submitted to the other before the completion of Step 2. (1980-81)
- 14.5 The Board and the Administration will cooperate with the grievant in the investigation of any grievance, and further will furnish the grievant such information as is requested for the processing of any grievance. (1980-81)
- 14.6 Forms for filing grievances, serving notices, taking appeals, reports, recommendations, and other necessary documents will be prepared by the Superintendent so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be born by the Board. (1980-81)

**ARTICLE XV**  
**Personnel File**

- 15.1 Only the office of the Superintendent shall establish a personnel file on each professional staff member. Although the Board agrees to protect the confidentiality of personal recommendations, it shall not establish separate "confidential" files. (1980-81)
- 15.2 Each professional staff member shall have the right at any time to review the contents of his/her personnel file. A professional member may be accompanied by an attorney to review the file. (1980-81)
- 15.3 The certified evaluator may not discuss or make available the contents of any evaluation or personnel file to any para-professional personnel. (1980-81)
- 15.4 Each professional staff member's personnel file shall contain only the following:
- A. all teacher evaluation reports;
  - B. copies of annual contracts;
  - C. teaching certificates;
  - D. Letters of Recommendation;
  - E. college placement material, including official transcripts; and
  - F. other materials mutually agreed upon. (1980-81)
- 15.5 The professional staff member shall have the right to respond to all materials contained in said file, and to any materials to be placed in said file in the future. Such professional staff member responses shall become part of said file. (1980-81)

**ARTICLE XVI**  
**Teacher Assignment**

- 16.1 All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15, when possible.
- 16.2 The Superintendent shall assign all newly-appointed personnel to their specific positions within



that subject area and/or grade level of which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

- 16.3 In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 15, any teacher affected shall be notified promptly in writing, and upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his/her representative, and the teacher affected, and at his/her option a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure.
- 16.4 In order to assure that pupils are taught by teachers within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a teaching certificate issued by the Oklahoma State Board of Education.

## **ARTICLE XVII**

### **Voluntary Transfers and Reassignments**

- 17.1 No later than April 15 of each school year, the Superintendent shall post at all school sites, a list of the known vacancies for the following school year.
- 17.2 Teachers who desire a change in grade and/or subject assignment, or who desire a transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he/she desires to be transferred. In order of preference, such request for transfers and reassignments for the following year shall be submitted no later than May 15.
- 17.3 As soon as practicable, and not later than June 10, the Superintendent shall post at each school site a system wide schedule showing the names of all teachers who have been reassigned or transferred.
- 17.4 If the determination of requests for voluntary reassignment and/or transfer does not conflict with the instructional requirements and best interests of the school, no such request shall be denied arbitrarily, capriciously, or without basis in fact.
- 17.5 If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement cannot be obtained.
- 17.6 If more than one (1) teacher has applied for the same position, the determination as to which teacher shall receive it shall be based, in part, on the following criteria, in this order:
  - A. level of certification (permanent, provisional, temporary);

- B. seniority in the amount of continuous full-time employment with the District;
- C. academic degree status; and
- D. years teaching experience.

**ARTICLE XVIII**  
**Involuntary Transfers and Reassignments**

- 18.1 No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- 18.2 Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of extreme emergency, no later than June 1.
- 18.3 When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the District, length of service in the particular grade level, and other relevant factors, including, among other things, state and/or federal laws, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- 18.4 An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal involved, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have the Association's representative(s) present at such meeting.
- 18.5 A list of open positions in the District shall be made available to all teachers being involuntary transferred or reassigned. Such teachers may request and will be considered for the positions, in order of preference to which they desire to be transferred.
- 18.6 Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant.
- 18.7 A teacher being involuntarily transferred or reassigned shall be placed only in a position for which they are certified, and the District base salary and benefit shall not be reduced.

**ARTICLE XIX**  
**Plan For Reduction In Professional Staff Force**

- 19.1 When it becomes necessary for the Board to reduce the number of certified employees, reduction in force will be made according to the following policy. (1984-85)
- 19.2 The positions eliminated will be the determining factor, not the teachers occupying those positions. (1984-85)
- 19.3 Entry Year or Probationary teachers will be terminated first. (1984-85) (1998-99)
- 19.4 Non-careered teachers will be terminated before a careered teacher is terminated; provided that a non-careered teacher will be retained when a careered teacher is terminated only if the careered

teacher is not qualified to teach the position for which the non-careered teacher is retained. **(1984-85) (1998-99)**

- 19.5 When the reduction in force policy is implemented, careered teachers holding eliminated positions will be placed in another position in which they are certified at the time, provided those areas are occupied by noncareered, probationary, or entry year teachers, those noncareered, probationary and entry year teachers will then be released. **(1999-2000)**
- 19.6 If there is more than one (1) careered teacher in the position being reduced, the following criteria, in this specific order, will be used to determine which of the careered teachers will be retained:
- A. Certification in a retained teaching position which is open. A careered teacher with a standard certification for the retained position will be retained over a careered teacher with provisional certification; and a teacher with provisional certification, will be retained over a teacher with temporary certification. **(1998-99)**
  - B. Seniority in the amount of continuous full-time contracted certified employment in the District, beginning on the date the employee first reported to work (meaning a teacher who taught in the District resigned or was terminated, and then returned to the District, will count only the number of years of service since returning to the District).
  - C. If seniority is the same for the careered teacher, the date on which the Board approved the teachers for employment will be the determining factor. **(1998-99)**
  - D. If certification and seniority are the same according to the above criteria, the determining factors, in the order of importance are:
    - 1. years of teaching experience in the retained position in the District;
    - 2. academic degree status;
    - 3. years of teaching experience;
    - 4. written evaluation; and
    - 5. recommendation of Principal and Superintendent.
  - E. If all of the above criteria are equal, selection will be made by lot in the presence of the affected teachers. **(1984-85)**
- 19.7 If there is more than one (1) non-careered teacher in the position being reduced, the criteria listed in (19.6.D), steps 1-5, in that order, will be used in determining which of the non-careered teachers will be retained and which will be terminated. **(1984-85) (1998-99)**
- 19.8 Notwithstanding anything stated hereby to the contrary, the Board reserves the right to select and employ all Administrators. **(1984-85)**
- 19.9 **For one school year**, any teacher terminated for Reduction in Professional Staff Force shall be

given the first opportunity to be rehired into the position from which they have vacated when it becomes available. When said position becomes available, the rified teacher has two (2) weeks, after receipt of a certified notification letter to contract the District for their position. Only the position vacated by the rified teacher shall be made available. (1999-2000)

- 19.10 The Board reserves the right to make the final decision regarding all coaching positions. (1984-85)

**ARTICLE XX**  
**General Guidelines For Teachers**  
**(1980-81)**

- 20.1 Teachers shall strive to improve their teaching techniques. This includes knowledge of subject matter, motivation of pupils, planning and organization of work, methods and material used, and structure of the class period.
- 20.2 Teachers shall strive for pupil growth. This includes attention to individual needs and abilities, pupil evaluation, and guidance and counseling.
- 20.3 Teachers shall strive to create a classroom environment which is conducive to learning. This includes control of the pupils, physical condition of the room and good teacher-pupil relationships.
- 20.4 Teachers shall strive to improve their professional practices. This includes the development of lesson plans, completion of required reports on time, practicing standards of professional conduct, support of school policies or the making of suggestions for their improvement through appropriate channels.
- 20.5 Teachers shall strive to develop and propagate good staff relationships. This includes the ability to work with other teachers on committees and special projects, willingness to make concessions in teaching methods and or materials in order to integrate the curriculum, etc.
- 20.6 Teachers shall strive for continuous professional growth. This includes participation in professional organizations, attendance at workshops, summer school, reading, travel, participation in cultural and recreational activities of the community.
- 20.7 Teachers shall strive to improve their personal characteristics. This includes speech, personal appearance, physical stamina, emotional stability, adaptability, interest and enthusiasm.
- 20.8 Teachers shall be encouraged to take an active part in the students' activity program. This includes the assumption of responsibility for extracurricular activities in this part of the total school program.
- 20.9 Teachers shall assume their fair share of curriculum work. This includes work on system-wide or state-wide study groups, departmental study groups, etc.

- 20.10 Teachers shall assume their share of committee and supervisory assignments. This includes work on faculty and system-wide committees, supervision of halls, cafeterias, and playgrounds, etc.
- 20.11 Teachers shall strive to become more adaptable. This includes accepting constructive criticism, accepting administrative directives, and the ability to change.
- 20.12 Teachers shall be delegated and accept loco parentis authority. This includes being in the classroom during designated teaching times, and accept responsibility for students once they have entered the classroom.
- 20.13 Teachers shall file their transcripts and teaching certificates with the Superintendent prior to the beginning of the school year.
- 20.14 Teachers unable to attend their duties shall notify the Principal so that he/she may engage a suitable substitute. The teacher is not authorized to engage a substitute teacher without the Principal's permission.
- 20.15 Teachers shall not send pupils on errands during school hours, except on official school business, and then not beyond school premises.
- 20.16 Teachers must receive permission from the Principal or Superintendent to perform any extracurricular activities involving the students.
- 20.17 Teachers shall take an inventory of all equipment, supplies, and materials left at the end of each school year, and shall make their requests for the ensuing year on the results of this inventory. This inventory will be rechecked at the beginning of the next school year.
- 20.18 Teachers shall be issued a key or keys to their room and building, and will be responsible for their key(s).
- 20.19 The teacher work day will consist of seven (7) hours and thirty (30) minutes. Teachers will be required to be at the school site no earlier than fifteen (15) minutes before the first bell on regular school days. Teachers will also be required to remain on campus until 3:15 p.m. daily, unless permission for an earlier departure time is granted by the principal. Teachers that have morning duty will be required to be at school site no earlier than twenty (20) minutes before the first bell on regular school days. Special permission to arrive later or depart earlier must be given by the Superintendent and/or the building Principal. (2009-2010)
- 20.20 Vocational teachers in the District shall abide by the regulations of the State Vocational Department and also those of the Board.
- 20.21 Teachers are expected to perform their classroom and supervisory duties, but when not, i.e., lunch time, they are not restricted to the campus. Teachers may leave during planning period for just cause by notifying the building Principal of their destination.

**ARTICLE XXI**  
**Parent-Teacher Conferences**

- 21.1 The teacher work year shall include at least one (1) evening for parent/teacher conferences. School will be closed the following day. (2017-2018)

**ARTICLE XXII**  
**Senior Trips**

- 22.1 The District shall limit the senior trip to one (1) day, with no overnight stays. (1983-84)

**ARTICLE XXIII**  
**Retention Policy**  
(1984-85)

- 23.1 Beginning with the 2008-2009 school year, a retention form shall be put and kept in the file of each student being recommended for retention by the student's teacher and/or immediate administrator. This detention form shall be signed by the student's teacher, immediate administrator and parents (or legal guardian). The form, attached as Appendix C, shall be the retention form used. (2008-2009)
- 23.2 Article XXIII will be deleted from the Master Contract when it is addressed in the Board Policy Handbook. (1995-96)

**ARTICLE XXIV**  
**Corporal Punishment**  
(1984-85)

- 24.1 The Discipline, Suspension, and Expulsion Policy of the District, according to the Policies and Procedures of the Board of Education as stated for the Lexington Public School System, page 25, Section 6, shall read:

*"We recommend the use of other means of punishment before resorting to corporal punishment. However, in accordance with the School Laws of Oklahoma, page 323, Section 670, all students in the Lexington School District shall be subject to corporal punishment".*

**ARTICLE XXV**  
**Photo-Copy Machine and Phones**

- 25.1 The District shall make available at each school site (elementary, middle school, and high school), a photocopier machine for the teachers to use for the purpose of lesson materials. (1985-86)

- 25.2 When it becomes feasible, a telephone will be provided at each school site (elementary, middle school, and high school), in the teacher workroom. (1995-96)

**ARTICLE XXVI**  
**Maintenance of Standards**

- 26.1 Those personnel practices involving wages, fringe benefits, and other terms and conditions of employment in effect on the effective date of this Agreement (May, 1986), will remain in effect unless otherwise expressly modified by the negotiating process between the Association and the Board.
- 26.2 This negotiated Agreement shall take precedence over Board policy in the event a conflict is determined to exist.

**ARTICLE XXVII**  
**Preparation Period**

- 27.1 Each full-time teacher in the District shall have at least a forty-five (45) minute preparation period per day.

**ARTICLE XXVIII**  
**Staff Development**

- 28.1 The staff development program of the District shall follow the State Department of Education regulations for staff development programs. In accordance with SDE Regulation 5.2, the Board shall adopt the following criteria for our local staff development plan.
- 28.2 The professional development committee shall include classroom teachers, administrators and parents, guardians or custodians of children in the school district and shall consult with a higher education faculty. A majority of the members of the professional development committee shall be composed of classroom teachers. The teacher members shall be selected by a designated administrator of the school district from a list of names submitted by the teachers in the District. The members selected shall be subject to the approval of a majority vote of the teachers in the district. At a minimum, once every four (4) years the committee shall include at least one school counselor in its membership. (2016-2017)
- 28.3 Staff development committee members will serve a three (3) year term. Terms of members will be on a rotating schedule such that no more than two (2) teacher members will go off the committee at any given time in order to insure continuity of the staff development program.
- 28.4 The staff development shall have not more than four (4) regularly scheduled half day meetings for planning and review. The regular meetings will be during the school day with substitutes provided for teachers on the committee with staff development funds.
- 28.5 No expenditures will be made from the staff development funds without prior review by the staff development committee.



- 28.6 Any stipend, fee or other monetary reimbursement to staff for workshops attended will be distributed on an equitable and available basis as determined by the staff development committee upon approval by the Superintendent.

### **ARTICLE XXIX**

#### **School Calendar**

- 29.1 The Superintendent and LEA will work together to develop a proposed calendar that has been mutually agreed upon to be presented to the Board of Education at the March School Board meeting. (2017-2018)

### **ARTICLE XXX**

#### **Professional Compensation**

- 30.1 The salary schedule is based upon the regular school calendar of one-hundred eighty days (180), with a length of three-hundred and forty (340) minutes of instructional time per day for a teacher in grades kindergarten through fifth; and nine-hundred eighteen and three-fourths (918.75) hours of instructional time per year for a teacher in grades sixth through twelfth. For teaching assignments in excess of the regular school day or calendar, teachers shall be paid their pro rate daily rate as defined in this Article XXX (excluding extra-curricular activities, sponsorships, faculty meetings, extra duties, and Driver's Education). (2001-2002)
- 30.2 A teacher who is requested by the Administration, and voluntarily agrees to teach an additional period instead of having a planning period for the entire school year, shall receive an additional one-eighth (1/8) of the teacher's total compensation (excluding extra duty compensation). (1995-96)

### **ARTICLE XXXI**

#### **Compensatory Time Compensation**

- 31.1 A teacher, during his/her planning time, may supervise a class of a fellow teacher if he/she desires to do so.
- 31.2 If a teacher, during his/her planning time, is requested to supervise a class of a fellow teacher by the Administration, that teacher will be compensated minute for minute with compensatory time.
- 31.3 Compensatory time may be exchanged for personal time in units of one-half (1/2) days.
- 31.4 The responsibility to document compensatory time rests with the teacher receiving the compensatory time. A form will be available from the financial office of the District, and must be placed on file with the appropriate information and signatures.

### **ARTICLE XXXII**

#### **Certificate of Participation**

32.1 The negotiations between the Board and the Association to become effective in the school year of 2017-2018 have been approved on this 13th day of November, 2017.

IN WITNESS WHEREOF, we have affixed our signatures:

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Tonya Adams, President  
Lexington School Board

\_\_\_\_\_  
Marci Bean, Member  
Negotiation Team

\_\_\_\_\_  
Brandon Jones, Vice-President  
Lexington School Board

\_\_\_\_\_  
Cheryl Hyde, Member  
Negotiation Team

\_\_\_\_\_  
Annette Woods, Clerk  
Lexington School Board

\_\_\_\_\_  
Terri Veach, Member  
Negotiation Team

\_\_\_\_\_  
Joe Torres, Deputy Clerk  
Lexington School Board

\_\_\_\_\_  
Ashley Deskin, Member  
Negotiation Team

\_\_\_\_\_  
Terri Sample, Member  
Lexington School Board

STATE OF OKLAHOMA    )  
  ) SS.  
COUNTY OF CLEVELAND )

The above and foregoing Master Contract, for the 2017-2018 school year, was signed, sworn and subscribed to before me this 13<sup>th</sup> day of November, 2017, by **Tonya Adams**, President of the Lexington Board of Education; **Brandon Jones**, Vice President of the Lexington Board of Education; **Annette Woods**, Clerk of the Lexington Board of Education; **Joe Torres**, Deputy Clerk of the Lexington Board of Education; and **Terri Sample**, Board Member of the Lexington Board of Education..

My Commission Expires:  
(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OKLAHOMA    )  
  ) SS.  
COUNTY OF CLEVELAND )

The above and foregoing Master Contract, for the 2017-2018 school year, was signed, sworn and subscribed to before me this 13<sup>th</sup> day of November, 2017, by **Marci Bean, Cheryl Hyde, Ashley Deskin, and Terri Veach**, Members of the Lexington Education Association Negotiation Team.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Seal)

**LEXINGTON PUBLIC SCHOOLS SALARY SCHEDULE  
2017-2018**

<b>Experience</b>	<b>B.A.</b>	<b>B.A.+15</b>	<b>M.A.</b>	<b>M.A.+15</b>	<b>P.H.D.</b>
0	\$31,600	\$31,800	\$32,800	\$33,000	\$34,000
1	\$31,975	\$32,175	\$33,175	\$33,375	\$34,375
2	\$32,350	\$32,550	\$33,550	\$33,750	\$34,750
3	\$32,725	\$32,925	\$33,925	\$34,125	\$35,125
4	\$33,100	\$33,300	\$34,300	\$34,500	\$35,500
5	\$33,500	\$33,700	\$34,700	\$34,900	\$35,900
6	\$33,900	\$34,100	\$35,100	\$35,300	\$36,300
7	\$34,300	\$34,500	\$35,500	\$35,700	\$36,700
8	\$34,700	\$34,900	\$35,900	\$36,100	\$37,100
9	\$35,100	\$35,300	\$36,300	\$36,500	\$37,500
10	\$35,950	\$36,150	\$37,575	\$37,775	\$39,625
11	\$36,375	\$36,575	\$38,000	\$38,200	\$40,050
12	\$36,800	\$37,000	\$38,425	\$38,625	\$40,475
13	\$37,225	\$37,425	\$38,850	\$39,050	\$40,900
14	\$37,650	\$37,850	\$39,275	\$39,475	\$41,325
15	\$38,075	\$38,275	\$39,700	\$39,900	\$41,750
16	\$38,500	\$38,700	\$40,125	\$40,325	\$42,175
17	\$38,925	\$39,125	\$40,550	\$40,750	\$42,600
18	\$39,350	\$39,550	\$40,975	\$41,175	\$43,025
19	\$39,775	\$39,975	\$41,400	\$41,600	\$43,450
20	\$40,200	\$40,400	\$41,825	\$42,025	\$43,875
21	\$40,625	\$40,825	\$42,250	\$42,450	\$44,300
22	\$41,050	\$41,250	\$42,675	\$42,875	\$44,725
23	\$41,475	\$41,675	\$43,100	\$43,300	\$45,150
24	\$41,900	\$42,100	\$43,525	\$43,725	\$45,575
25	\$42,325	\$42,525	\$43,950	\$44,150	\$46,000
26	\$42,750	\$42,950	\$44,375	\$44,575	\$46,425
27	\$43,175	\$43,375	\$44,800	\$45,000	\$46,850
28	\$43,600	\$43,800	\$45,225	\$45,425	\$47,275
29	\$44,025	\$44,225	\$45,650	\$45,850	\$47,700
30	\$44,450	\$44,650	\$46,075	\$46,275	\$48,125
31	\$44,875	\$45,075	\$46,500	\$46,700	\$48,550
32	\$45,300	\$45,500	\$46,925	\$47,125	\$48,975

APPENDIX A

**GRIEVANCE FORM**

***STEP ONE***

**Directions:** Make two copies, one for the Principal, and one for the Grievant.

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

**Aggrieved Person:** \_\_\_\_\_

**Summary of Grievance:**

**GRIEVANCE FORM**

***STEP TWO***

**Directions:** Make two copies; one to the Grievant and one to the Superintendent, along with copy of the Step One form.

**Date:** \_\_\_\_\_

**To:** Superintendent of School

**Aggrieved Person:** \_\_\_\_\_

**Principal Involved:** \_\_\_\_\_

**Summary of Procedure at Informal Level:**

**Summary of Procedure at Step One (Principal's Level):**

**GRIEVANCE FORM**

***STEP THREE***

**Directions:** Grievant should keep one copy. Forward copies of Step One, Step Two, and Step Three to the School Board.

**Date:** \_\_\_\_\_

**To:** Lexington Board of Education

**Aggrieved Person:** \_\_\_\_\_

**Summary of Procedure at Step Two (Superintendent's Level):**

**Summary of Procedure at Step One (Principal's Level):**



**RETENTION RECOMMENDATION**

*School Year* \_\_\_\_\_

**District:** Lexington Public Schools

**County:** Cleveland

**Student:** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_

**School Site:** \_\_\_\_\_

**Grade:** \_\_\_\_\_

The following persons have been consulted regarding retention of the above-named student. It is our opinion that the student should be retained in the \_\_\_\_\_ grade.

<i>SIGNATURE</i>	<i>POSITION</i>	<i>DATE</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ I have been consulted and approve the retention of my child.

\_\_\_\_\_ I have been consulted and request that my child not be retained.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

