

**2017-2018 MASTER AGREEMENT
PREAMBLE
AA/EOE**

THIS AGREEMENT IS MADE AND ENTERED INTO this 13th day of March, 2017, by and between the Board of Education of the School District of Arlington in the county of Washington, in the state of Nebraska (hereinafter referred to as the "School District" or "District" as the context may require) and the Arlington Education Association (hereinafter referred to as the "Association").

GENERAL PURPOSE

The School District and the Association recognize that the development of a quality educational program for the children attending the public schools of Arlington is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The School District and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

**ARTICLE I
Teacher Rights**

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The School District will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the School District, or institution of a grievance relative to the terms of this Agreement.

**ARTICLE II
Association Rights**

A. Payroll Deduction of Dues

The School District agrees to deduct from the salaries of teachers dues for the Nebraska State Education Association and/or the National Education Association as said teachers individually and voluntarily authorize the School District to deduct. The School District further agrees to remit promptly such monies to the treasurer(s) of said Association(s). This authorization shall be ongoing until written notification from the Association to the contrary is received by the District.

B. Association Use of District Property

- 1. Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours, providing such business does not cause undue interruption of the school program.
- 2. The Association shall be allowed the use of school buildings for meetings, provided that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use shall be negotiated between the parties to this Agreement.
- 3. The Association shall be allowed the use of school equipment including computer hardware and software, duplicating machines, audio-visual equipment, and standard office equipment, provided that the School District may assess the Association a reasonable fee for expendable supplies consumed during such use.

4. The Association shall be allowed to make reasonable use of the school's communication system, including teachers' mailboxes, intercom, teacher bulletins, etc. Such use shall not cause unnecessary interruption of the educational program of the school.

ARTICLE III Salaries

A. Salary Schedule

The salary of each teacher covered by this agreement shall be determined by the salary schedule attached as Appendix A.

B. Initial Placement on Salary Schedule:

All staff hired after 2002 shall be credited with all years of teaching experience and placed on the salary schedule accordingly.

C. Base Salary for 2017-2018.

- a) The base salary for the 2017-2018 school year shall be \$36,325.

D. Advancement

1. Schedule. Credit for additional hours shall be credited on September 1, and movement on the salary schedule shall take place accordingly.

2. Horizontal Advancement.

Pre-Column M. Graduate hours to advance on the salary schedule must be earned upon completion of the Baccalaureate in education degree and upon completion of initial certification with the Nebraska Department of Education. Graduate hours earned after the first nine will be allowed to advance horizontally on the salary schedule. Hours shall be part of an approved program leading to an advanced degree which will be beneficial to the teacher's areas of specialization. Nine hours of graduate credit outside of enrollment in an approved master's program or obtained concurrently while obtaining teacher certification is the maximum allowed for advancement.

- a. Beyond Column M. All hours to advance horizontally beyond column M on the salary schedule, while they need not be part of a degree program, shall require approval of the superintendent. Teachers wishing to use course credit for horizontal advancement should obtain written approval from said superintendent prior to enrolling in any such course.
- b. Verification. An official college transcript must be provided to verify all such hours. Any deviation from a planned degree program must first meet with the approval of the School District and/or its designee.
- c. Only one horizontal movement per year shall be granted effective the 2013-2014 contract year.

3. Vertical Advancement.

- a. Vertical advancement on the schedule shall not be automatic, but shall be based on the performance of the individual teacher. Principals must advise all teachers as to the quality of their teaching, and if weaknesses are evident, call such weaknesses to the attention of the affected teachers. Teachers not so forewarned shall be automatically advanced on the schedule.

- b. Only one vertical movement per year shall be granted.
- c. Completed Negotiations. In the event that a successor agreement is not adopted for the succeeding school year, teachers shall be frozen on the salary schedule until such time as a successor agreement is ratified by both parties. Subsequent advancement shall be retroactive, in accordance with Article X of this Agreement. Following the ratification of the agreement by both parties, a minimum of three (3) weeks prior to the next established payroll processing schedule will be allowed to verify salary placement and enter new payroll and benefit distribution into the accounting system.

E. Additional Assignments

- 1. Coaches and sponsors. When the District assigns an extracurricular duty to a teacher, the salary shall be in accordance with the provisions of the extra duty/extracurricular salary schedule attached as Appendix B. Coaching and sponsorship salaries for part-time teachers will be calculated at 1.00 FTE.
- 2. Lost planning period. In instances in which employees are requested or required to substitute for other teachers during their only preparation period, said employees shall be paid an additional compensation equal to one-eighth of the per diem employee's actual base salary per 45-minute period devoted to said performance.
- 3. Dual sponsorship. In any instance in which more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid (see Appendix B), each teacher thereby assigned shall receive payment of the stipend as specified in the salary schedule. Should two or more teachers receive administrative approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.
- 4. Pay for activity workers. Services performed by teachers at events for which teachers are released from their regular teaching duties, or which are performed outside the duty day, shall be considered employment duties whether or not such duties extend beyond regular teaching hours or occur on days school is not in session. Teachers shall be paid for working at school activities according to the following schedule:

Level 1 \$55

- Varsity Football Announcer
- Varsity Football Clock
- Varsity Volleyball Lines
- Varsity Volleyball Book
- Varsity Volleyball Clock
- Varsity Softball Book
- Varsity Baseball Book
- Varsity Basketball Clock
- Varsity Basketball Book
- Wrestling Computer
- Wrestling timer/scorer (4 or more teams)
- Supervision of activities: Supervisor to be determined by administration.

Level 2 \$45

- Varsity Football Admission
- Varsity Volleyball Admission
- Varsity Softball Admission
- Varsity Baseball Admission
- Varsity Basketball Admission
- Varsity Wrestling Duals, Tournaments, and Triangular Admission
- Varsity Volleyball Libero Tracker
- Varsity Softball Clock

- Varsity Baseball Clock
- Varsity Wrestling timer/scorer (Varsity dual and triangular)
- Music for varsity basketball games. (Music to be provided for both boys and girls varsity basketball games)

Level 3 \$35

- Non Varsity Football
- Non Varsity Volleyball
- Non Varsity Basketball
- Non Varsity Wrestling
- Non Varsity Softball
- Non Varsity Baseball
- Track Computer Only

If any event exceeds four and one-half hours, it shall be compensated as if it were two extra duties. No teacher will receive compensation for above duties if they are already compensated through the extra duty pay schedule.

ARTICLE IV

Insurance and Other Fringe Benefits

- A. Section 125 Plan. The Board shall make available to each teacher through a Section 125 Plan a group insurance plan with Educators Health Alliance that provides Blue Cross/Blue Shield coverage as captured in paragraph B below. Each teacher shall have the option of electing the level of coverage (employee, employee/spouse, employee/spouse/child, etc.) and choice of deductible through a salary reduction agreement under the Section 125 Plan.
- B. Available Benefits
1. Health and Dental Insurance. Both parties, recognizing that access to adequate health care is central to each teacher's ability to carry out his or her professional responsibilities, agree to the following conditions regarding teachers' health and dental insurance benefits. For the 2017-18 school year, the School District shall make available to all teachers the two plan types as follows:
 - a. Plan Type 1: Educators Health Alliance \$900 deductible health plan and Employee (self-only) PPO - 100% A, 75% B, with 50% C dental coverage. Beginning with the 2017-2018 school year, the District will pay 100% of the health premium for single tier, 90% of health premium for employee/child, 80% of health premium for employee/spouse, and 70% of health premium for employee/spouse/child(ren). The District will pay 100% of the single tier dental insurance. The School District shall, in cases where appropriate, provide teachers with the opportunity to purchase dependent dental coverage.
 - b. Plan Type 2: Educator Health Alliance \$3,500 deductible HSA health plan and Employee (self only) PPO - 100% A, 75% B, with 50% C dental coverage. Beginning with the 2017-2018 school year, the District will pay 100% of premium for single tier, 95% employee/child tier, 85% of premium for employee/spouse, and 75% of premium for employee/spouse/child(ren). The employee will pay the remaining premium. Those employees taking the single tier health insurance will also be afforded \$85/month into a health savings account. The District will pay 100% of the single tier dental insurance. The School District shall, in cases where appropriate, provide teachers with the opportunity to purchase dependent dental coverage.
 2. Cash Payment. Teachers hired prior to 2017-18 may elect to receive the sum of \$6,885 in cash in lieu of receiving health insurance coverage under paragraph (1a) or (1b) above, provided; however, that to qualify for the "cash payment" benefit a teacher must decline the Arlington Public School District health and dental insurance described in the paragraph above in writing and provide proof of insurance and all terms as set forth in (A3) below. Existing teachers who select

or retain insurance coverage benefits in 2017-18 will not be eligible for the \$6,885 CIL at any future time.

Teachers hired in 2017-18 and after may elect to receive the sum of \$2,500 in cash in lieu of receiving health insurance coverage under paragraph (1a) or (1b) above, provided; however, that to qualify for the "cash payment" benefit a teacher must decline the Arlington Public School District health and dental insurance described in the paragraph above in writing and provide proof of insurance and all terms as set forth in (A3) below.

3. Minimum coverage. For all teachers who elect to receive health insurance coverage from the District, the effective date of coverage shall be consistent with Blue Cross/Blue Shield provisions for coverage of newly hired teachers.

No teacher shall be allowed to decline Employee (self-only) tier group health and dental coverage for purposes of receiving a cash payment under this section unless said teacher has filed with the superintendent's office reasonable evidence that the teacher and all other individuals for whom the teacher reasonably expects to claim a personal exemption deduction for the taxable years covered by this Agreement have or will have minimum essential coverage during the term of this Agreement, other than coverage in the individual market whether or not obtained through the Health Insurance Marketplace. The teacher must file an individual disclaimer which certifies that said teacher is covered by an alternate health insurance plan which aligns with the requirements of the preceding paragraph and which absolves both the School District and the Association of responsibility for any future financial ramifications encountered by said teacher as a result of that teacher's decision to decline participation in the District's health plan. Unless all of the foregoing conditions are satisfied no earlier than July 1, 2017, the School District will not honor requests for cash payment under this section.

- C. Bargaining Members Eligible for Multiple Coverage. In instances where any member of the bargaining unit is eligible to be covered by another member of the bargaining unit the following election options will apply: (a) One of said teachers may elect the coverage tier for which they are eligible (ES or ESC) for which the District will pay 100% of the premium, (b) Both of said teachers may elect to take employee only tier. Neither teacher employee is eligible for cash option. Said teacher employees shall be bound by the other provisions of this Agreement and by ensuing similar provisions set forth in the District's group health insurance policy.
- D. Life insurance: The School District shall provide group life insurance protection in the amount of \$10,000, and the option for individual teachers to purchase additional coverage will be provided. For part-time employees the District will pay a pro-rated portion of this benefit according to the employee's individual full-time equivalency (FTE) with the employee paying the remaining portion of the premium if they choose to participate.
- E. Disability Insurance. The School District shall make available, and all teachers (regardless of FTE) covered by this Agreement shall be required to purchase, a long-term disability insurance policy. Benefits shall be payable, subject to the 60-day waiting period described in said policy, at 66.67 percent of gross salary plus fringe benefits. Benefit payments shall continue to age sixty-five (65) or until termination of disability, whichever occurs first with coverage beyond age 65 as specified in disability insurance policy.

For each teacher receiving long-term disability benefits, and who is being provided fringe benefits/health insurance by the School District pursuant to the Family and Medical Leave Act, in order to maintain fringe benefits and/or insurance coverage, teachers who become disabled and remain in the employ of the School District must remit to the School District the equivalent of the reimbursement received for fringe benefits and/or insurance premiums as provided by the District's disability insurance coverage. The reimbursement schedule will be determined by the superintendent. (Note: This section moved from G Complete Annual Coverage for clarification.)

- F. Flexible Spending Accounts. The School District shall offer to all teachers the option of placing pre-tax fringe benefit and/or salary dollars into individual Flexible Spending Accounts eligible for tax-exempt status under Section 125 of the Internal Revenue Service Code. Teachers' contributions to such accounts shall be allowed

only insofar as they are permitted by applicable laws and regulations, as determined by the School District's designated administrative agent(s).

- G. Complete Annual Coverage. For each teacher who remains in the employ of the School District for the full school year, the School District shall make payment of fringe benefit dollars and/or insurance premiums to provide insurance coverage, as outlined in this Agreement, for the full twelve (12) month period. (See Section related to Disability Insurance and Family and Medical Leave Act for further detail.)
- H. Fringe Benefit Enrollment Date. The effective date for enrollment in insurance and other fringe benefit programs outlined in this agreement shall be September 1 of the contract year or the first day of the month following employment approved by the School District of Education if the teacher is hired after September 1.

ARTICLE V
Leaves

A. Sick Leave

- 1. Accrual. Each teacher shall be credited with ten (10) days of paid sick leave allowance per school year without loss of pay. The unused portion shall be accumulated from year to year up to a total of forty-five (45) days. Paid sick leave shall terminate upon a teacher's reaching eligibility for benefits under the long-term disability insurance coverage described elsewhere in this Agreement.
- 2. Expenditure. Teachers shall be allowed to use sick leave for the following:
 - a. personal illness and/or disability;
 - b. when the teacher's parent, spouse, spouse's parent or child is too ill to remain alone and the teacher is needed to provide care to that family member;
 - c. the birth and/or adoption of children.
- 3. Physical Examination. In cases of absence of a teacher for illness or injury in excess of five (5) consecutive working days, or in cases of recurring illness, the School District, through the superintendent, may require an examination of the teacher by an independent physician, with such examination to be conducted at School District expense.
- 4. Sick Leave Bank. In cases where a teacher's total available sick leave is less than thirty-five (35) days, said teacher may receive a transfer of sick leave days from the sick leave bank after said teacher has used all of his/her sick leave days. The total of a teacher's own sick leave days and those requested from the sick leave bank shall not exceed forty-five (45) days for the calendar year. Furthermore, it shall be the responsibility of the borrowing teacher to arrange for any necessary transfer(s) and provide confirmation of such transfers with the district office.

Participation and Transfer:

- 1. An individual becomes a member of the sick leave bank by contributing one (1) day or more upon initial employment with the District. Additional days will need to be contributed based on the discretion of the superintendent.
- 2. This bank shall be a savings account for use by all members.
- 3. When the bank is depleted, all participating members will be asked to contribute an additional day.
- 4. Teachers leaving the employment of the District may not transfer their remaining sick leave into the sick leave bank prior to separation.

Withdrawal:

- 1. An individual may apply to withdraw from the bank by submitting a written request to the superintendent of schools. Requests will be considered on a semester by semester basis.

Members must submit their requests within three (3) calendar days of the end of the semester in which the days are requested.

The sick leave bank may only be used for a 'serious health condition'. A serious health condition for purposes of this sick leave bank has the same meaning as the Family Medical Leave Act as may be amended from time to time.

2. The requests will be reviewed by a committee (hereafter referred to as the 'review committee' consisting of the superintendent of schools, the AEA president, and an additional member of the AEA executive board of directors.
3. If the superintendent determines that a committee decision may be contrary to law, the committee's decision will not be implemented until a legal opinion is obtained from the School District's legal counsel (at District expense) stating that the decision is lawful.
4. The review committee will render a decision on the sick leave bank request within seven (7) days of the end of the semester in which the days are requested. Written notification of the review committee decision will be sent to the individual.

Payback

1. Days borrowed from the bank are to be paid back.
 2. When more than one day has been requested, days are to be paid back at a minimum rate of *five (5)* days per year or as determined by the review committee.
5. Repurchase. Those teachers who have, upon completing the dates contracted for the school year, accumulated more than 35 days of unused sick leave shall be paid \$40 for each unused sick day in excess of 35 days. Payment shall occur on the July payroll. All teachers will be included in the sick leave repurchase that have fulfilled their contractual obligations. Teachers must have served in the District for 10 years or more to participate in the repurchase program.

B. Bereavement Leave

1. Teachers shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for each employee for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor.

Bereavement leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.

C. Personal Leave

1. Paid Personal Leave. Each teacher shall be eligible for two (2) days of paid personal leave per year, cumulative to five (5). Teachers shall be allowed to use paid personal leave for emergencies, ceremonial events, and family or business appointments which unavoidably conflict with school hours. Requests shall be subject to administrative approval.

One paid personal leave day per year may be used by the teacher for sensitive issues deemed too personal to reveal to the administrator. These days will be subject only to substitute availability and to the existing policies limiting use of such days immediately before or after scheduled vacation.

2. Additional Personal Leave. In addition to paid personal leave, each teacher shall be eligible for one (1) day of unpaid personal leave not subject to qualifying criteria required for paid personal leave. Teachers taking unpaid personal leave will have their salary deducted at their per diem rate.
3. The School District, through the superintendent, may grant additional days of leave, without pay.

4. Requests for personal leave (paid or unpaid) shall be submitted to the building principals at least five (5) days in advance, except in cases of emergency. Requests for personal leave shall not normally be granted for days immediately preceding or immediately following regularly scheduled holiday and vacation periods, nor shall personal leave be granted to more than one member of each staff (elementary and secondary) at any one time.

D. Professional Leave

1. Teachers may be granted additional days of paid professional leave to attend educational institutes, professional committee work, workshops, etc. Requests for professional leave shall be turned in to the building principal and shall be subject to administrative approval.
2. The School District shall reimburse teachers for expenses such as mileage, meals, fees, etc. encountered during paid professional leave at the following rates:
 - a. On student attendance days: up to twenty (20) dollars per day;
 - b. On contract days in which students are not in attendance: up to thirty (30) dollars per day.
 - c. The School District shall pay expenses exceeding the amount listed above only when said expenses are approved in advance by the superintendent.
3. Tuition/registration fees for courses and workshops which do not qualify for horizontal advancement but which will better qualify a teacher for his/her assignment shall be paid by the District, provided that the teacher submits a Request for Payment for Continuing Education Classes to the Superintendent and prior approval of the courses or workshops is given by the Superintendent. Courses or workshops necessary to meet certification requirements including endorsements will generally not be paid by the District.

E. Jury Duty

1. Teachers called to jury duty shall be paid their regular pay. They shall not forfeit sick leave, personal leave or professional leave. The teacher will return to the school any money received that was not used for mileage, meals or other expenses incurred from the term of duty.

ARTICLE VI
Terms of Employment

A. Annual Employment Period

No later than April 1 each year, the School District will inform the AEA in writing of the number of contract days teachers will be required to work for the ensuing school year. (Appendix C)

B. Normal Work Day

The Board and Association agree it is in the best interest of students, our community, and education professionals for the school to be acknowledged as a professional setting. In order to encourage an environment that promotes this belief, the Board and Association agree to the following principles:

Teachers are professional employees and will meet their professional obligations and structure their workday to achieve this. The normal teacher work day shall not exceed eight hours and fifteen minutes (8 hr. 15 min.). Each teacher is entitled to an average of 45 minutes of planning time per day (does not have to be in a block.)

Professional obligations will be the essential job duties and responsibilities outlined in the position's job description. The job description will be consistent with the expectations in the then current district evaluation system.

C. Part-Time Employees

Part-time employees that work at least .6 FTE yearly shall receive salary and health and dental fringe benefits as provided for elsewhere in this Agreement, pro-rated according to their individual full-time equivalency (FTE). Salary schedule advancement for experience shall be credited at the rate of one year of experience for each year of employment. Any part-time employee will be paid the amount equivalent to a full day if required by the Administration to be in attendance for a full day. Substitute teaching on a voluntary basis is excluded.

D. Payroll

1. The School District shall pay teachers once per month for twelve months, with payment occurring on or before the 20th day of each month.
2. The School District shall make the following required deductions from each teacher's paycheck:
 - a. Federal and state income taxes;
 - b. F.I.C.A./Medicare (7.65% of taxable income as of the contract date);
 - c. Retirement (9.78% of taxable income as of the contract date).
3. If a teacher is receiving a salary in excess of the amount allotted by the schedule, that amount shall be deducted from the teacher's salary by prorating the deduction in equal payments over the months remaining in the contract year. If the teacher is receiving less than the amount allotted by the schedule, that amount shall be added to the teacher's salary by prorating the amount in equal payments over the months remaining in the contract year.
4. The School District shall, upon an individual teacher's request, deduct any combination of the following from that teacher's paycheck:
 - a. NEA and/or NSEA dues, in accordance with Article III of this Agreement;
 - b. premiums for family dental coverage;
 - c. additional life insurance;
 - d. approved tax sheltered annuities.
5. The School District shall pay tuition and fee expenses for teachers enrolled in classes and workshops, and then shall deduct that amount from the teacher's monthly paycheck. The total amount of such expenses shall be deducted over the period of enrollment only. The School District shall remit payment to the proper agency in a prompt manner.

ARTICLE VII
Personnel File

A. File

Any teacher shall have the right, upon request, to review the content of their own personnel file(s) and to receive, at School District expense, copies of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance, or personality shall be placed in the teacher's personnel file unless the teacher has had the prior opportunity to review the material. The teacher shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

ARTICLE VIII

Miscellaneous Provisions

A. Nondiscrimination

The School District and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring training, assignment, promotion, transfer, or disciplining of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, disability, or marital status.

B. School District Policy

The School District shall make available to the Association and all teaching employees a copy of all School District policies dealing with employment practices.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the School District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of the Agreement shall be printed at the expense of the School District within thirty (30) days after the agreement is signed. The Agreement shall be provided to all teachers now employed, hereafter employed, or considered for employment by the School District.

F. The District will provide the Association a complete copy of the District policies and cause to be made any updates and/or corrections to the aforementioned policies in a timely fashion.

ARTICLE IX Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 – Written Grievance to the Principal. The grievant shall initiate the grievance by presenting it in writing to his or her principal within five (5) working days from the date that the grievant knows or should have known of the incident giving rise to the grievance. The grievance must contain a detailed description of all facts giving rise to the grievance, a list of all witnesses, all relevant documents, and the requested resolution. The grievant shall sign and date the grievance. The failure to present the grievance within the five (5) working days shall result in the waiver of the grievance. The principal shall schedule a meeting of the parties in interest within three (3) days of receipt of the written grievance. The grievant must present all evidence at this meeting. The parties shall record this meeting. The principal shall sign and date his or her determination and submit it in writing to the grievant within five (5) working days of the meeting.

Step 2 – Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. The appeal shall be based on, and limited to, the facts produced at Step 1. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) working days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) working days of the date of the meeting.

Step 3 – Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the School District within five (5) working days of receipt of the superintendent's decision. The School District shall hear the grievance on the record within thirty (30) days in open or closed session in accordance with the law. Neither party may call witnesses in front of the board. The School District shall notify the grievant of its decision within five (5) working days of hearing the grievance.

Written Presentation. All grievances presented at Step 1 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 1 and appeals at Step 2 or Step 3 shall be signed and dated by the aggrieved employee. All written answers submitted by the District shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days unless otherwise defined. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1, it shall be deemed to be waived. If the grievance is not appealed to Step 2 in a timely manner, it shall be deemed to have been settled in accordance with the District's Step 1 determination. If the District fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

ARTICLE X

Duration of Agreement

This contract shall be effective as of September 1, 2017 and shall continue in effect until August 31, 2018. If a new and substitute contract has not been duly entered into prior to August 31, 2018 the terms of this contract

shall continue in full force and effect until such substitute is adopted, which shall then be fully retroactive to September 1, 2018.

ARTICLE XI
Document Authorization

In witness whereof, the parties hereto caused this contract to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures to be placed herein, all on the day and year first above written.

Arlington Education Association

Arlington Board of Education

By: _____
Arlington Education Association President

By: _____
Arlington Board of Education President

Date: _____

Date: _____

By: _____
Arlington Education Association Chief Negotiator

By: _____
Arlington Board of Education Chief Negotiator

Date: _____

Date: _____