

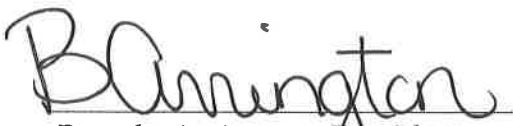
**NEGOTIATED AGREEMENT**

**NOME PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION**

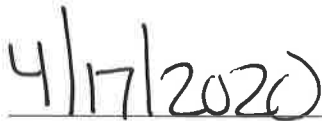
**&**

**NOME EDUCATION ASSOCIATION**

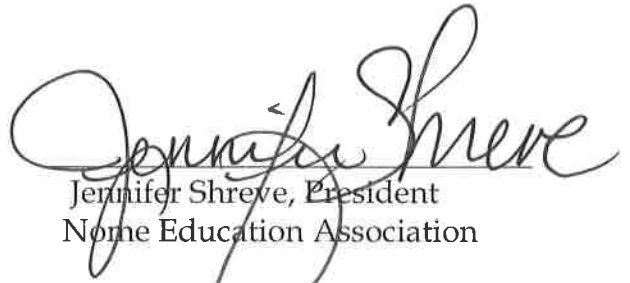
**July 1, 2020 - June 30, 2023**



Brandy Arrington, President  
Nome Board of Education



Date



Jennifer Shreve, President  
Nome Education Association



Date

## PREAMBLE

In the spirit of cooperation, the Nome Public School District Board of Education and the teachers of the Nome Public School District enter into an agreement which recognizes that teachers, members of the Board, students and parents in the community are partners in the education of children attending Nome Public Schools.

Let it also be recognized that the Nome Public School Board, teachers, and administration will continue improving our educational system by supporting and implementing a K-12 Curriculum aligned with the Alaska State Standards

It is believed that a spirit of cooperation must exist on the part of the teaching staff and the Board of Education if maximum benefits are to be achieved by the children attending the Nome Public School District.

It is recognized that the families of the Nome School District students are an interested and legitimate party to the educational process of their children and that teachers will adhere to all policies which involve members of the public. The Board recognizes that in all cases, state laws and regulations as well as legal claims of individual parents, legal guardians, teachers or students will receive due process.

The Nome School Board recognizes the Nome Education Association for the duration of this contract as the bargaining agent which represents the certified teachers of the District and will do everything possible to work with the Nome Education Association to meet the local prevalent needs of the teaching staff in a spirit of cooperation which will offer ultimate educational benefits for students attending the school.

The Nome Education Association recognizes the legal powers and prerogatives of the Nome School Board as the duly elected representatives of the community served. In all matters of consideration, the educational needs of the students will be the first and foremost consideration.

This Preamble is not in and of itself grievable as a term of this agreement.

## TABLE OF CONTENTS

|  |    |
|--|----|
| PREAMBLE                                       | 1  |
| TABLE OF CONTENTS                              | 2  |
| DEFINITIONS                                    | 4  |
| ARTICLE I: GENERAL PROVISIONS                  | 5  |
| A. Scope of Agreement                          |    |
| B. Conformity to Law                           |    |
| C. Duration                                    |    |
| ARTICLE II: NEGOTIATIONS                       | 5  |
| A. Procedure                                   |    |
| B. Negotiating Items                           |    |
| C. Impasse Resolution                          |    |
| D. Ratification                                |    |
| ARTICLE III: SALARY AND BENEFITS               | 6  |
| A. Salary                                      |    |
| B. Placement on Scale                          |    |
| C. Paycheck Deductions                         |    |
| D. Pay Periods                                 |    |
| E. Pay Advances                                |    |
| F. Physical Exams                              |    |
| G. Term Life                                   |    |
| H. Wellness                                    |    |
| I. Health Insurance                            |    |
| J. Mileage                                     |    |
| K. Work Year                                   |    |
| L. Classroom Safety                            |    |
| M. Travel Benefit                              |    |
| ARTICLE IV: EXTRA DUTY COMPENSATION            | 11 |
| A. Coaching Salaries                           |    |
| B. Other Activities Salaries                   |    |
| ARTICLE V: ASSOCIATION RIGHTS                  | 14 |
| A. Employment Information                      |    |
| B. Use of School Facilities                    |    |
| C. Dues, Deductions, and Continuing Membership |    |
| D. Committees                                  |    |
| E. Association Leave                           |    |
| ARTICLE VI: TEACHER RIGHTS                     | 15 |
| A. Student Teachers                            |    |
| B. Personnel Files                             |    |

- C. Evaluations
- D. Work Day
- E. Preparation Time

ARTICLE VII: HIRING PRACTICES 17

- A. Automatic Rehiring
- B. Individual Teacher's Contract
- C. Transfer
- D. Half-Time Employment

ARTICLE VIII: DISCIPLINE, SUSPENSION, DISMISSAL, NON-RETENTION,  
REDUCTION -IN-FORCE AND HEARINGS 19

- A. Just Cause
- B. Suspension
- C. Dismissal
- D. Non-Retention
- E. Dismissal/Non-Retention Hearing Procedure
- F. Reduction in Force

ARTICLE IX: LEAVES 20

- A. Sick Leave
- B. Sick Leave Bank
- C. Emergency and Bereavement Leave
- D. Personal Leave
- E. Maternity, Paternity, and Adoptive Leave
- F. Professional Association Officer Leave
- G. Unpaid Leave of Absence
- H. Sabbatical Leave
- I. Legal Leave
- J. Professional Leave

ARTICLE X: GRIEVANCE PROCEDURE 26

- A. Purpose
- B. Definitions
- C. General Conditions
- D. Procedure
- E. Rights of Teachers to Participate

ARTICLE XI: IN-SERVICE 30

ARTICLE XII: TEACHER MENTOR 30

## DEFINITIONS

1. The "Superintendent" is the Superintendent of the Nome Public School District or designee, and hereinafter is referred to as the Superintendent.
2. The "Board of Education" is the school board of the Nome Public School District.
3. As used in this agreement, "teacher" and "certificated employee" are synonymous representing a person who is required by the District to hold a valid Alaska Teaching Certificate to include Type C or Type M Certificates. Principals, Superintendents, Directors and JROTC Instructors are excluded.
4. The "District" is the Nome Public School District.
5. "Association" is the Nome Education Association.
6. "Day" shall mean calendar day unless otherwise specifically stated in the agreement.
7. "School Day" shall mean a day of school according to the District's official calendar, including teacher work days and in-service days, but not including holidays or vacation days.
8. "Immediate" family (4 AAC 15.040) is defined as: husband and wife; father and son, or daughter; mother and son, or daughter; brother and sister.
9. "Extended" family is defined as: step-child, foster child, grandchild, grandparent, aunt, uncle, spouse's parents, brother/sister-in-law, nieces and nephews.
10. "Parties" shall be defined as the Nome Education Association and the Nome Board of Education.
11. "Serious Health Condition" for the purpose of this agreement shall be defined as that under provisions of the (Federal) Family and Medical Leave Act of 1993 (FMLA).

For more information on Alaska Statutes related to this negotiated agreement, go to <http://touchngo.com/>

## ARTICLE I: GENERAL PROVISIONS

### A. Scope of Agreement

This Agreement is the sole and complete agreement between the Board and the Association and, as such, it is understood by both parties that no further negotiations concerning this specific agreement shall take place, except by mutual consent, until after December 15 of the fiscal year in which this Agreement terminates for the purpose of negotiating a successor Agreement.

### B. Conformity to Law

If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such court, the remainder of the Agreement shall not be affected thereby. The parties to this Agreement will meet within twenty (20) days of such holding to resolve the original intent within the parameters established by law. Any resolution agreed to by the parties will be signed and shall become addendum to this Agreement.

### C. Duration

This Agreement, and each of its provisions, is binding and effective on the date of ratification by both parties and shall remain in full force until June 30, 2023.

## ARTICLE II: NEGOTIATIONS

### A. Procedure

1. Negotiations may be requested by either party on wages, hours, and working conditions with such request being made between December 15 and January 31 of the school year during which the Agreement expires. Notice will include the requested bargaining model to be used. Said notice shall be deemed to have been given when presented in writing, postmarked with return receipt requested, or emailed by January 31 or hand delivered from the Board President or Superintendent to the Association President or from the Association President to the Board President or Superintendent. If neither party gives written notice within the period specified, the expiration date of this agreement shall automatically be extended one (1) year.

2. The first meeting shall be held within ten (10) school days after the receipt of the negotiations request at a place and time mutually acceptable by both parties. A request for an extension of up to 10 school days will not be unreasonably denied. At this first meeting ground rules will be established and if the traditional bargaining model is used, initial proposals will be exchanged. If collaborative model is selected, a list of topics to be considered will be generated by the team at the first meeting.

B. Negotiating Items

1. A minimum of three (3) and no more than five (5) designated representatives of the Board will meet with a minimum of three (3) and no more than five (5) representatives of the Association for purposes of negotiation. Neither party will attempt to exert any control over the other's selection of its representatives.

2. The negotiations will be closed unless both parties mutually agree to open the sessions. Consultants may be used as recognized experts to address a specific proposal or item under consideration by the parties.

C. Impasse Resolution

Upon written notification by either party to the other party that negotiations have terminated in a stalemate, mediation shall be conducted as provided by State Statutes.

D. Ratification

The Agreement will be ratified when a majority of both the Board and Association have voted to accept the Tentative Agreement.

**ARTICLE III: SALARY AND BENEFITS**

A. Salary

| 2020-2023<br>Salary<br>Schedule | Column A | Column B | Column C | Column D  | Column E  | Column F  |
|---------------------------------|----------|----------|----------|-----------|-----------|-----------|
| Steps                           | B        | B+18     | B+36/M   | B+54/M+18 | B+72/M+36 | B+90/M+54 |
| 0                               | 51260    | 51800    | 53508    | 55206     | 57204     | 59014     |
| 1                               | 52952    | 53509    | 55274    | 57028     | 59092     | 60961     |
| 2                               | 54699    | 55275    | 57098    | 58910     | 61042     | 62973     |
| 3                               | 56504    | 57099    | 58982    | 60854     | 63056     | 65051     |
| 4                               | 58369    | 58984    | 60928    | 62862     | 65137     | 67198     |
| 5                               | 60295    | 60930    | 62939    | 64936     | 67287     | 69416     |
| 6                               | 62285    | 62941    | 65016    | 67079     | 69507     | 71706     |
| 7                               | 64340    | 65018    | 67162    | 69293     | 71801     | 74073     |
| 8                               |          | 67163    | 69378    | 71580     | 74170     | 76517     |
| 9                               |          | 69380    | 71667    | 73942     | 76618     | 79042     |
| 10                              |          | 71669    | 74032    | 76382     | 79146     | 81650     |
| 11                              |          |          | 75883    | 78291     | 81125     | 83692     |
| 12                              |          |          | 77780    | 80249     | 83153     | 85784     |
| 13                              |          |          |          | 82255     | 85232     | 87929     |
| 14                              |          |          |          | 84311     | 87363     | 90127     |
| 15                              |          |          |          |           | 89547     | 92380     |
| 16                              |          |          |          |           |           | 94689     |

\* Add \$1000 each year to contract for end of lane - Must spend one year at the end of lane on new schedule

\* Added \$500 to starting salary (Step 0) for Columns A & B, \$300 to starting Salary (Step 0) for Column C

**\*No teacher shall be reduced in salary due to the restructuring of the schedule.**

B. Placement on Scale

1. Teachers holding a Bachelors' Degree may receive up to eight years of combined in-state and out-of-state teaching experience. Teachers holding a Master's Degree may receive up to ten years of combined in-state and out-of-state teaching experience on the salary scale. Step placement for out-of-state experience will be limited by state statute (Sec. 14.20.220.).

2. Official transcripts or certificates of attendance for CEUs will be considered for salary placement adjustment for the current year if received in the district office prior to October 1 and shall be retroactive to the beginning of the school year. Within ten days of receipt of the official transcripts from the teacher, the Personnel Officer will have determined his/her status. Payroll adjustments for credits submitted and approved prior to the start of the school year will be run with the September payroll. Payroll adjustments for credits submitted and approved after the beginning of the school year will not be run prior to the December payroll. Transcripts received October 2 or later will be considered for adjustment in the subsequent school year.

3. Credits

a. Credits listed in the salary schedule are based on semester hours and Continuing Education Units (CEU) used only for Nome Public Schools (15 clock hours = 1 CEU). Any graduate credit or CEU that directly relates to one's present teaching assignment or endorsements must be reviewed and approved by the Superintendent. Any credit to attain an additional endorsement on an Alaska Teacher Certificate must be pre-approved by the Superintendent to qualify for movement on the salary schedule.

b. Credits for movement from B+36 to B+54, B+54 to B+72, and from B+72 to B+90 must be graduate-level courses or pre-approved Continuing Education Units (CEUs) that relate to the teacher's present teaching assignment or additional endorsements under Alaska Teacher Certificate.

c. In all circumstances when pre-approval or approval for credit submitted for movement on the salary schedule to the next column is not granted a written explanation will be provided to the teacher by the Superintendent.

d. Only hours earned after a teaching certificate has been earned will be considered for advancement on the salary schedule.



4. It is the responsibility of the teacher to provide the District with proof of credentials, credits and experience. Credits which the Personnel Officer deems questionable may be appealed to the Superintendent for final determination within 30 days from the Personnel Officer's decision.

C. Paycheck Deductions

Certificated personnel may have the following deducted from their payroll in addition to those deductions required by law: Association dues or fees, employee contributions to annuities, health insurance and arrearages to the retirement system for outside service. Special deductions, as agreed to by teachers and the District, may be arranged.

D. Pay Periods

Teachers shall be paid on the last business day of each month, starting in August. Teachers will be paid in 12 equal payments and shall have the option of collecting their June and July paychecks with their May paycheck. After their selection is made, it must be followed. The Superintendent may make exceptions, if circumstances demand/merit.

E. Pay Advances

All teachers new to the District may choose after eight (8) days into the school year to obtain a single pay advance on their salaries of either \$1000.00 payable through payroll deduction over three (3) months or \$2000.00 payable through payroll deduction over six (6) months. This advance shall be deducted from the teacher's first three or six paychecks of the contracted year.

F. Physical Exams

If the District requires a medical examination as a condition of employment, the District will cover the cost.

G. Term Life

The District shall provide and pay premiums for a term life insurance policy in the amount of \$10,000 with accidental death and disability for each teacher. Upon the death or disability of a teacher, benefits will be paid by the insurance carrier directly to the beneficiary subject to the terms and conditions of the carrier. All benefits under this provision shall be subject to the "master contract" between the District and carrier.

H. Wellness

1. A teacher and his/her children and spouse may use the equivalent of a 90-punch pool pass per year.

2. To further promote wellness the District agrees to provide use of school gym and weight room facilities for wellness activities for certificated employees and their

families. ("Families" in this section shall be defined as employee, spouse and dependents) No family member may access school facilities without the supervision of the certificated employee.

3. The activities in the schools must be pre-approved by the Site Administrator and scheduled through the appropriate person for each school.

4. The employees agree to follow the established building use procedures which include restoring the environment and securing the building, and to post a teacher use schedule in the teachers' workroom to encourage others to join in their activities.

5. The privilege may be revoked for those users not in compliance with the procedures.

I. Health Insurance

1. The District shall provide major medical, vision, audio, and dental insurance for the teacher and the teacher's spouse and dependents.

a. For certificated employees new to the district, coverage shall begin thirty-one (31) days from the first day of employment.

b. The Board reserves the right to change carriers. Any change to the current level of coverage/premiums will be addressed by a joint committee of Association members and School Board members yearly at the insurance renewal time. This committee shall consider the needs of the Association members and recommend the best plan to the Superintendent.

c. When the insurance carrier reimburses the teacher for one-way travel to obtain medical treatment, the District shall reimburse the teacher for the return airfare.

2. 85% of insurance premiums shall be paid by the District. 15% of the premiums shall be paid by the employee.

J. Mileage

Any teacher who has an assignment in the District which requires travel to more than one work site will be reimbursed at the current IRS rate per mile. This reimbursement will be restricted to travel during school hours.

K. Work Year

Teachers shall serve 188 days exclusive of vacations but to include days of in-service training and legal holidays. There shall be 180 days of classroom instruction unless approved as in-service days.

L. Classroom Safety and Discipline

1. Joint Committee. The District agrees to establish a joint committee per AS 14.23.120 to address, develop, and implement discipline and school safety policies and procedures. The committee shall be comprised of the Superintendent (or designee), Director of Special Education (or designee), a principal from both the elementary school and high school and Nome EA members who can represent the various grade levels. The committee will meet the first month of each quarter, or as needed to address additional concerns.

a. Building procedures for maintaining student discipline shall address standard methods and expectations for unusual breaches of discipline including, but not limited to, intentional physical assault and weapons possession.

b. The District shall set up procedures so that information about student behavior or discipline is collected and transferred to the receiving teacher.

2. Review. There will be annual training and review of discipline procedures at each site and members will have the opportunity to recommend adjustments to site procedures relating to safety and discipline.

3. Notice. Teachers shall be informed of assigned students who have a documented history of violent behavior that poses a threat to students and/or staff as outlined in AS 47.12.310.

M. Travel Benefit

The District agrees to reimburse each teacher each year for one round-trip air fare per fiscal year, scheduled air carrier tourist or seat rate, from duty station to Anchorage and return not to exceed \$400. To receive the reimbursement the teacher must present a receipt for payment of the ticket no later than June 30<sup>th</sup> of the fiscal year. Payment will be made within thirty (30) days of receipt of request. The return fare will be forfeited by a teacher if he/she does not fulfill his/her contract. Travel pay shall not be forfeited by a teacher who cannot fulfill his/her contract because of physical or mental incapacitation as certified by a physician.

**ARTICLE IV. EXTRA DUTY COMPENSATION**

A. Coaching Salaries

**Coaching Salary Schedule 2020-2023**

|                       |       |            | Years |      |      |      |      |      |      |
|-----------------------|-------|------------|-------|------|------|------|------|------|------|
|                       | Weeks | Weekly Pay | 0     | 1    | 2    | 3    | 4    | 5    | 6    |
| Varsity Cross Country | 10.5* | 210        | 2205  | 2730 | 3255 | 3780 | 4305 | 4830 | 5355 |

|                           |       |     |      |      |      |      |      |      |      |
|---------------------------|-------|-----|------|------|------|------|------|------|------|
| Assistant Cross Country   | 10.5* | 130 | 1365 | 1575 | 1785 | 1995 | 2205 | 2415 | 2625 |
| Varsity Volleyball        | 14.5  | 210 | 3045 | 3770 | 4495 | 5220 | 5945 | 6670 | 7395 |
| Assistant Volleyball      | 14.5  | 130 | 1885 | 2175 | 2465 | 2755 | 3045 | 3335 | 3625 |
| JH Volleyball             |       |     | 1450 | 1650 | 1850 | 2050 | 2250 | 2450 | 2650 |
| E-Sports/per season       | 9.5   | 130 | 1235 | 1425 | 1615 |      |      |      |      |
| Varsity Wrestling         | 11.5  | 210 | 2415 | 2990 | 3565 | 4140 | 4715 | 5290 | 5865 |
| Assistant Wrestling       | 11.5  | 130 | 1495 | 1725 | 1955 | 2185 | 2415 | 2645 | 2875 |
| JH Wrestling              |       |     | 1450 | 1650 | 1850 | 2050 | 2250 | 2450 | 2650 |
| Varsity Basketball        | 16.5  | 210 | 3465 | 4290 | 5115 | 5940 | 6765 | 7590 | 8415 |
| Assistant Basketball      | 16.5  | 130 | 2145 | 2475 | 2805 | 3135 | 3465 | 3795 | 4125 |
| JH Basketball             |       |     | 1450 | 1650 | 1850 | 2050 | 2250 | 2450 | 2650 |
| HS Varsity Cheerleading   | 16.5  | 210 | 3465 | 4290 | 5115 | 5940 | 6765 | 7590 | 8415 |
| HS Assistant Cheerleading | 16.5  | 130 | 2145 | 2475 | 2805 | 3135 | 3465 | 3795 | 4125 |
| JH Cheerleading           |       |     | 950  | 1250 | 1350 | 1450 | 1550 | 1650 | 1750 |
| Native Youth Olympics     |       |     | 1450 | 1650 | 1850 | 2050 | 2250 | 2450 | 2650 |
| Activities Director       |       |     | 6000 | 6500 | 7000 | 7500 | 8000 | 8500 |      |

\* Length of season for cross-country increased by one week per ASAA

\*\* Varsity coaches who are Nome Public School Certified Employees will receive a longevity bonus each year after they spend one year at the end of the scale. The bonus will be in the amount of one additional week's pay (as listed in the scale) for each year after the end of scale year. This bonus will be for the term of this negotiated agreement only.

1. Varsity and assistant varsity basketball, wrestling, volleyball and cross-country coach salaries are calculated based on the ASAA length of season. Coaches will be placed on this scale based on their years of coaching in that sport while employed at Nome Public Schools. Additional years of experience may be credited for comparable years coaching outside the District at the discretion of the Superintendent and Activities Director.

2. Coaches will be paid with the next regular payroll that occurs at least two weeks after the end of their season, pending completion of all duties.

3. On the above scale, cross-country is one salary for both boys and girls. Under basketball, these salaries will be paid each for boys and girls.
4. Two people may share a duty providing there are more than 30 students participating in that activity and each person will receive a full stipend provided there is no assistant coach already listed on the schedule. If there are less than 30 they may share the duty but one salary will be paid and shared.
5. During weekends when teams are visiting Nome and the Activities Director is unavailable due to District business, a substitute Activities Director will be hired at the rate of \$150/weekend. Duties and pay may be split between two individuals, and the total pay may be raised as high as \$250 during weekends involving more than one visiting team. Use of substitute Activities Directors on more than five weekends during the school year will require the pre-approval of the Superintendent, and will result in an off-setting reduction in the Activities Director's Extra Duty compensation contract.
6. The District and Association will develop job descriptions, recruiting and posting procedures and evaluations tools for the Activities Director and coaching positions. The District will also develop a handbook for coaches outlining the expectations and procedures for those positions.
7. Coaching and extra-curricular contracts will be signed by the Superintendent, and administrative and coaching parties. Coaching contracts will be signed no later than two (2) weeks prior to the season or before the first day of practice if the position has not been filled prior to the season starting. Extra-curricular contracts will be signed within the first three (3) weeks of the school year.
8. Preference will be given to qualified Nome Public School teachers before any coaching job is open to the public.
  - a. Coaches will not be assigned other extra duties during their season.
  - b. The Band/Choir Director will not be assigned extra duties other than band during basketball season.
9. A list of mutually agreeable duties and responsibilities will be included in each contract.

B. Other Activities Salaries

**Other Activities Salaries 2020-2023**

|  |           |
|--|-----------|
| Skills USA VICA                              | \$1750    |
| Band/Choir Director                          | \$2500    |
| Freshman Class Advisor                       | \$600     |
| Sophomore Class Advisor                      | \$850     |
| Junior Class Advisor                         | 2 @\$1450 |
| Senior Class Advisor                         | 2 @1250   |
| Jr/Sr Pep/Spirit Club Advisor                | \$1050    |
| HS Student Council Advisor                   | \$1250    |
| Jr HS Student Council Advisor                | \$1,000   |
| Drama Club Advisor                           | \$1050    |
| Yearbook Advisor                             | \$1250    |
| Student Newspaper                            | \$1050    |
| National Honor Society Advisor               | \$1050    |
| Nome Native Youth Leadership Advisor (NNYLO) | \$1750    |

1. Payment will be made at the end of the school year when all responsibilities have been fulfilled.
2. In the event a new activity is added, the teacher, the building administrator and the Superintendent will mutually agree upon the salary until such time that it is renegotiated when the new master contract is negotiated.
3. The District and Association will develop job descriptions, recruiting and posting procedures and evaluations tools for activities positions. The District will also develop a handbook for activity advisors outlining the expectations and procedures for those positions.
4. Two people may share a duty providing there are more than 30 students participating in that activity and each person will receive a full stipend provided there is no assistant advisor already listed on the schedule. If there are less than 30 they may share the duty but one salary will be paid and shared.

## ARTICLE V: ASSOCIATION RIGHTS

### A. Employment Information

1. Upon written request, the District will supply the Association with appropriate (i.e., non-confidential) information concerning financial and teacher-related statistics that are available and can be reproduced, that would assist the Association in the collective bargaining process and in the processing of grievances. This provision does not require the District to summarize, recreate, or restructure the information in a special format.
2. The President will be provided with a school board packet prior to each school board meeting.
3. Within five workdays the District will notify the Association of all new teachers, and of those hired or dismissed that take effect during the current school year.

### B. Use of School Facilities

The Association may have the privilege to use school meeting facilities and office equipment, including computers, typewriters, and other duplicating equipment, at reasonable times (e.g., outside the work day-and lunch.) which do not interfere with primary job responsibilities when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all charges to the District of materials and supplies incident to such use. The administrator of the building in question will approve in advance of the time and place of all meetings. The Association shall be permitted to post notices and other materials in a place provided for such purposes in school facilities.

### C. Dues, Deductions, and Continuing Membership

1. The district shall deduct Association dues in nine (9) monthly installments from September to May from the payroll of any certified staff upon written request of the employee.
2. Upon submission of an initial payroll deduction authorization form, payroll deductions of dues shall continue from year-to year unless the teacher terminates or notifies the Association of a change in membership status prior to September 15. The Association President shall inform the District in writing by September 15 of each year of the amount of annual dues to be deducted. The District office will send a notice of planned payroll deductions before September 30.
3. The District shall forward all dues collected, a list of teachers and the amount of their deductions, to NEA-Alaska each month.

D. Committees

The Association may appoint a representative to all district committees which require teacher participation.

E. Association Leave

The District shall provide (15) days of Association leave with pay per school year. The Association will be allowed five (5) additional days of Association leave if the Association pays the cost of substitute teachers. Association leave will be used at the discretion of the Association. In a negotiating year, additional days may be provided by mutual consent between the District and the Association. A maximum of four (4) teachers may be on Association leave at the same time with a maximum of three (3) from any one site.

## ARTICLE VI: TEACHER RIGHTS

A. Student Teachers

A student teacher from any college or university will not be assigned to a teacher without the consent of said teacher.

B. Personnel files

1. All materials placed in the teacher's permanent file and originating within the District shall be available to the teacher for inspection upon request during regular working hours of the School District and under the supervision of the Superintendent or designee. A teacher may be accompanied by any person or persons to review the personnel file at the teacher's request. The personnel file at the central office of the District shall be the only official depository of information relating to a teacher's employment.

2. Material originating within the District, which is derogatory to a teacher's conduct, service, character, competence or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

- a. The teacher shall have the right to respond to any derogatory material filed within 10 working days, and this response shall be attached to the file copy. Derogatory material which a teacher has not been given an opportunity to review shall not be used in any proceeding against him/her.
- b. All references and information originating outside the District, on the basis of confidentiality, and information obtained within the District in the process of



evaluating the teacher for initial employment shall not be subject to this provision.

3. Evaluation forms and other documents pertaining to teacher performance and character, and written by a District administrator shall become a permanent part of the teacher's personnel file and no such items shall be removed without written notification to the teacher and his/her written consent.

4. Derogatory material found to be untrue, through the grievance procedure, shall be destroyed.

5. The District, upon written request of the teacher, will forward all or part of the teacher's file to a placement bureau of the teacher's choice.

C. Evaluations

The Nome School District Evaluation Forms shall comply with all applicable laws and regulations. Proposals for and modifications to the processes and forms shall be reviewed by a joint committee composed of three Association members and three Administrators. Proposals and recommendations of the joint committee shall be reviewed by the Board. Either group may also offer its recommendations to the Board independently.

D. Work Day

The teacher workday shall be seven and one-half (7 1/2) hours exclusive of a thirty (30) minute duty free lunch.

E. Preparation Time

1. High School, Junior High, and Elementary teachers shall be provided not less than one fifty (50) minute uninterrupted period during the school day, excluding in-service days, for planning or classroom preparation. On minimum days that are designated for staff training or collaboration the prep time will be reduced to one thirty minute (30 min) uninterrupted period during the school day. Scheduled meetings will take place outside the preparation time unless mutually agreed by all involved.

2. IEP meetings will be held during the contractual day unless the parent(s) or guardian(s) are unable to participate at that time. By law, at least one regular education teacher is required to attend the IEP. The regular education teacher need not participate in all IEP Team decisions or the entire meeting; the extent of the regular education teacher's participation will depend on the child's needs and the purpose of the meeting. In some cases, parents may request that all teachers working with their child attend the meeting in its entirety. All members of the IEP team shall collaborate in scheduling of meetings.

3. A written master schedule indicating each teacher's preparation time shall be distributed to each teacher on the first day of each semester.

4. At the Elementary School no more than 25 preparation time periods per school year may be used for the purpose of extended time for staff meetings outside of the weekly minimum day. No more than 1 per week can be scheduled. Whenever possible, three (3) working day advanced notice of needed preparation time for said meeting will occur. These meetings shall be limited to fifty minutes in duration, not to exceed the contract day, and shall be for the purposes of staff discussions, problem solving, decision making, or State Assessment training.

## ARTICLE VII: HIRING PRACTICES

### A. Automatic Rehiring

All tenured teachers shall be automatically rehired each year if not notified of dismissal or non-retention by May 15. All non-tenured teachers shall be automatically rehired if not notified of dismissal or non-retention by the last day of the school term. (AS Sec. 14.20.140)

### B. Individual Teacher's Contract

1. The individual teacher's contract shall be issued to returning tenured teachers between February 15 and March 16 unless a decision on non-retention pursuant to AS 14.20.140a has not yet been made and to non-tenured by the last day of the school term.

2. A teacher's anticipated teaching assignment shall be stated on his/her contract.

### C. Transfer

1. Voluntary request for transfer:

Certificated staff wishing to transfer to another assignment for which they are certified, whether a vacancy exists or not, must notify the District in writing no later than March 1 of each year. The District will provide teachers with a Teacher Transfer Request Form for teachers who wish to move to another position, should the position become vacant.

The District will give objective consideration to the reasons (skills, experience, interests, etc.) given for the transfer request. However, the District will make the final decision on teacher placement for the next year.

By the last day of the school year, each certificated employee will notify the Superintendent's office in writing of his or her summer address. On September 1 of each year, all previously received written transfer requests shall be voided, and the teacher who so desires may submit another written request.

Certificated staff of the district will be notified by job posting of teaching vacancies for the next school year until June 1. After June 1, if a vacancy occurs, the District will make a reasonable attempt to notify teachers who have requested such a transfer, and are qualified for the job opening. Reasonable notification will include at least two phone calls and two e-mails made to the teacher's summer address within a three-day period. It is the responsibility of the teacher to maintain contact with the Personnel Officer during the summer.

2. Involuntary transfer:

a. When a transfer becomes necessary, voluntary requests for transfer shall be considered first. If no satisfactory voluntary requests are submitted, the following procedure will be used.

b. Notice of an involuntary transfer for the coming school year shall be given to teachers as soon as possible and no later than May 1<sup>st</sup>. If because of unforeseen circumstances such as changes in enrollment, resignations or an emergency staffing need, an involuntary transfer becomes necessary after May 1<sup>st</sup>, the Superintendent shall make a determination based on a recommendation from the Principal. If a teacher is to be involuntarily transferred, the teacher's area of competence, major and/or minor field of study, and length of continuous service in the District must be considered.

c. An involuntary transfer will be made only after notification in writing and/or email from the Superintendent of reasons for transfer. After such notification and before the transfer is effective, the Superintendent shall meet with the teacher upon his/her request, at which time the teacher may request the reasons for transfer be placed in the personnel file.

d. The current list of open positions in the District will be made available to teachers being involuntarily transferred. Said teachers may request that they be considered for positions for which they are qualified, ranking same in the order of their preference.

e. In the event that the teacher is involuntarily transferred after August 1<sup>st</sup>, the teacher, upon request, shall be granted compensation of two (2) days, at their daily rate, prior to student contact or three (3) days administrative leave after the first day of student contact, to be used by the end of the quarter of transfer date. Administrative leave days will be coordinated with the administrator and teacher. The supervisor shall take the transfer into consideration when conducting the teacher's performance evaluations.

D. Half-Time Employment

1. Half-time positions will be determined if needed or necessary by the Superintendent. Half-time teaching requests will be considered on a case-by-case basis and as allowed by District policy.
2. Half time = 3.75 hours per school day.
3. Teaching salary for half-time teaching shall be prorated to reflect the fraction of the teacher's correct placement on the salary schedule had they taught a full contract.
4. Sick and personal leave shall accrue on a prorated basis from the full contract year.
5. The employee will pay 1/2 the District's share in addition to the employee's share of the cost of health insurance. Employee may waive coverage.
6. Tenure and placement on the salary scale for half-time teachers shall accrue at a prorated rate based on the full-time contract terms. For example, an employee must work two years on a half-time contract to qualify for one step increase. (Note: half time teaching contract counts toward tenure as long as contract is for a full year.)
7. Uninterrupted preparation time for half-time teachers shall equal no less than the prorated equivalent for full-time teachers.

**ARTICLE VIII: DISCIPLINE, SUSPENSION, DISMISSAL, NON-RETENTION,  
REDUCTION-IN-FORCE AND HEARINGS**

A. Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, demoted, or otherwise deprived of professional advantage without just cause.

B. Suspension

A teacher may be suspended temporarily, in accordance with AS14.20.170(b), with regular compensation during a period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal according to AS 14.20.180.

C. Dismissal

A teacher, including a teacher who has acquired tenure rights, may be dismissed at any time only for the causes listed in AS14.20.170(a).

D. Non-Retention

1. A teacher, who has acquired tenure rights, may be non-retained only for the causes found in AS 14.20.175(b)

2. A teacher who has not acquired tenure rights may be non-retained as provided in AS 14.20.175(a).

E. Dismissal/Non-Retention Hearing Procedure.

1. The District's statement of dismissal/non-retention to the teacher shall be sent to tenured teachers by May 15 and non-tenured by the end of the school year

2. The District's statement on non-retention or dismissal of a tenured teacher shall be in writing and include a statement of cause, a complete bill of particulars, and a statement advising the teacher of his or her right to a hearing.

3. Within fifteen (15) days of receipt of such notification, the teacher may request, in writing, a hearing before the Board, pursuant to Level 3 of the Grievance Procedure.

F. Reduction in Force

1. A teacher may be placed in layoff status due to reduction in staff as described in AS 14.20.177.

a. If two or more teachers have the same type of certification, the teacher with the least District teaching experience shall be placed on layoff status first.

2. If a teacher has been placed on layoff status, said teacher is entitled to a hiring preference, for a period of three years after layoff. The hiring preference applies only to vacant teaching positions for which the teacher is qualified under AS 14.20.177(d)

3. If offered a teaching position, the teacher must accept in accordance with AS14.20.177(e).

4. Layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.

## ARTICLE IX: LEAVES

A. Sick Leave

1. All regularly contracted teachers shall accrue sick leave at the rate of one and one-third days for each calendar month or major portion of each calendar month of actual service. Leave for regularly contracted part-time teachers will be prorated.

2. No cash settlement, upon termination of employment, shall be made for unused sick leave.

3. In case of a serious health condition, the teacher's position shall be held open for either the duration of the teacher's accumulated sick leave, including any such sick leave bank days as may be available, or through the conclusion of the semester during

which his/her paid leave is exhausted, whichever occurs later. Nothing prevents the District from hiring a temporary teacher while the regular teacher is on leave.

a. In the event that the teacher's serious health condition extends beyond the limits established in "a" above, the teacher, upon request, will be placed on unpaid leave of absence for up to one year. The duration of the leave may be for one semester if the teacher will be fit to return to work prior to or by the start of the next semester, or for a full year if the teacher will be fit to return after the start of the next semester.

b. The District may request verification by the teacher's doctor of the expected duration of the illness.

c. A teacher utilizing his/her right to the leave of absence found in "b" above will be reassigned to a position based upon vacancies existing at the beginning of the semester the teacher returns, and the teacher's qualifications.

4. Sick leave shall be granted to teachers who find it necessary to be with a sick dependent or spouse. If the teacher's absence exceeds three (3) consecutive days, a physician's statement may be required. Use of leave under this provision shall be charged against the accrued sick leave of the teacher.

5. At the beginning of each contract year, teachers shall be pre credited with the anticipated number of sick leave days to be accrued during the contract year. Should the teacher use more days during the work year than are actually accrued, the excess shall be deducted from the teacher's paycheck. If a teacher does not complete the contract year, accrued sick leave and final pay will be adjusted accordingly.

6. Teachers shall be allowed use of sick leave to travel to the doctor or dentist of their choice.

B. Sick Leave Bank

1. The Alaska State Legislature has provided for the establishment of Teacher Sick Leave Bank.

2. Initial membership in the Bank shall be established by an initial investment of one day.

3. Days shall be invested on a non-refundable basis by voluntary action of any teacher covered by this agreement who wishes to participate in the sick leave bank.

4. Deadline for admission into the Bank shall be the 30th of September or thirty (30) days after the date of hire, whichever is later.

5. When the accumulated balance of days in the Bank falls below a figure equal to half the number of participants in the bank, each member shall automatically donate an additional day.
6. A participant in the bank shall be eligible to apply for leave from the Bank of up to twenty-four (24) days or twice the number of days of sick leave the teacher has accumulated at the beginning of the school year, whichever is greater. Individual sick leave must be depleted prior to using leave from the Sick Leave Bank.
7. A committee of the Nome EA and representatives of the District shall administer the bank.
8. Eligibility for withdrawal of days from the bank and procedures not outlined herein shall be determined by the governing committee. Applications to withdraw days shall be submitted through the Sick Leave Bank Committee no later than 10 days after returning to work.
9. Membership in the bank shall be continuous after initial enrollment provided that following any school year membership may be withdrawn prior to the September 30 deadline. Membership in the bank will terminate upon a member leaving the employment of the District.
10. In cases where a teacher is unable to meet required donations (as #5 above) the governing committee may waive this requirement.

C. Emergency and Bereavement Leave

1. Death or serious illness in the immediate or extended family shall entitle the teacher up to seven (7) accrued sick leave days.
2. It shall further be provided that if the circumstances of death or serious illness in the immediate or extended family requires travel outside the City of Nome, two additional days shall be allowed.

D. Personal Leave

1. Personal leave with full pay shall be accrued at the rate of three (3) days per year, with the second working day of each year set as the accrual date for that school year. Unused personal leave accrues from year to year to a maximum of seven (7) days. Unused personal leave exceeding four (4)-days will be bought back at 100% of the per diem rate at the end of the school year. Upon retirement, resignation or death the District shall buy back the teacher's unused personal leave at 100% of their per diem rate.
2. Except in emergencies a teacher shall give at least twenty-four (24) hours advance notice to the immediate supervisor of his/her intention to be absent for personal leave.

Personal leave will be limited to two (2) teachers at each site, before or after legal holidays, vacations, or for the first or last day of the school year. A maximum of four (4) teachers at each site (High School and Elementary School) may be on leave on the same school day at the time the personal leave is requested.

3. No teacher shall be granted personal leave before or after legal holidays, vacations, or for the first and last of the school year for two years in a row so that others may access this opportunity.

E. Maternity, Paternity, and Adoptive Leave

1. Maternity, paternity and adoptive leave shall comply with Family Leave Acts, AFLA and FMLA. Accrued sick and personal leave may be used to cover AFLA and FMLA absences.

2. A teacher requesting a leave of absence for maternity or adoption shall make the request consistent with the procedures outlined below:

a. Request for maternity leave or adoptive leave shall be made in writing to the Superintendent of Schools.

b. In order to facilitate selection of a replacement, request for a maternity leave shall be in the Superintendent's office as soon as possible and not later than three (3) months prior to the effective date of the leave.

c. Notification of intent to adopt a child shall be in writing to the Superintendent as early as possible prior to the expected date of adoption.

d. No sick leave benefits shall accrue to the employee on maternity or adoptive leave after the effective date of an unpaid leave of absence.

e. Position on salary schedule shall be maintained. If a teacher on leave has 140 or more days of paid service in a school year, one year of service shall be credited for vertical movement on the salary schedule if a step exists for the teacher on the scale. (4 AAC15.020)

f. Maternity or adoptive leave absence shall comply with Family Medical Leave Acts; AFLA & FMLA.

g. Accumulated sick leave may be used for absence due to pregnancy or adoption.

3. Paternity leave shall comply with Family Medical Leave Acts; AFLA & FMLA chargeable to accrued sick leave, shall be available to a maximum of five (5) days.



F. Professional Association Officer Leave

A leave of absence shall be granted to any teacher for the purpose of serving as a full-time or part-time officer of NEA-Alaska. This leave entitles the teacher to a normal salary increment upon return from their leave of absence. Notice of intent to use this leave must be given by April 1 of the year preceding the leave.

G. Unpaid Leave of Absence

1. Any teacher, may, upon proper application to the Superintendent and approval of the Board, be granted a leave of absence. Leaves of absence may be granted only to employees who have completed three (3) years of service in the District.

2. Members of the teaching staff, when granted leaves of absence, will not be guaranteed immediate employment upon their return unless they return to duty on the first day of the school year, and notification of such return has been given the Superintendent, in writing, by March 1 of the preceding year.

3. If possible, the returning teacher will be returned to the same assignment or an assignment that is agreeable to the teacher. If not, the ultimate assignment shall be based upon vacancies existing at the beginning of the employing school year and the employee's qualifications.

4. Not more than two (2) persons shall be granted leave of absence each year.

H. Sabbatical Leave

1. Eligibility

a. A teacher must have served not less than seven (7) consecutive years in the District.

b. The teacher must be recommended by the Superintendent.

c. The proposed program of study for the year of sabbatical leave must be educationally beneficial to the District.

d. The teacher must agree to return to educational work in the District for one full school year following the leave.

e. No more than two (2) teachers may be on District sabbatical leave in any one (1) year.

f. The District will not grant financial support should the applicant also receive a fully funded state sabbatical leave.

## 2. Application Procedure

- a. The teacher must submit an application for sabbatical leave to the Superintendent no later than January 15.
- b. A detailed plan of proposed professional study while enrolled in an accredited college or university must also be submitted with the application.
- c. The teacher must submit a written recommendation from his/her principal.
- d. The successful applicant must sign a contract which will set forth the terms and conditions of the sabbatical.

3. Benefits: When on District sabbatical, the successful applicant will receive a salary in the amount of one-third of the applicant's contracted salary for the last year prior to the sabbatical. Should the applicant not return, except for medical reasons, to teach a full school year after the sabbatical, he/she must reimburse the District. Salary will be paid to comply with established payroll procedures.

4. The sabbatical leave does not constitute a break in service for sick leave, tenure, and retirement purposes.

5. The teacher on sabbatical leave will furnish proof of full-time enrollment each semester or quarter of the school year.

6. Teachers who have received a sabbatical will not be eligible for a second sabbatical until they have rendered seven consecutive additional years of service.

## I. Legal Leave

1. If a teacher misses work because of jury duty, or if a teacher is required by subpoena to give testimony before a judicial tribunal in a proceeding in which the teacher is not a party (i.e., plaintiff, defendant, etc.), the teacher shall be paid his/her normal compensation for any periods of work so missed. Jury duty pay shall be deducted from the employee's paycheck.

2. No teacher is entitled to leave with pay under this section in a situation where the teacher is involved in personal litigation. This exception does not apply if a teacher is sued for acts occurring within the scope of his/her employment.

## J. Professional Leave

With the Superintendent's approval, staff may take up to three (3) days to attend a professional conference or to chaperone district students to non-school sponsored competitions or conferences at their own expense. Since these events are not

sponsored by the District, no district liability will be incurred and no district forms shall be used.

K. Special Education

In addition to contractually provided planning time, special education professional educators required to conference with parents and write IEPs shall be provided two (2) days per semester per year of released time, for paperwork responsibilities. Leave may be taken in half day increments. Special education professionals shall give at least twenty-four (24) hours of written advance notice to the immediate supervisor of his/her intention to be absent for leave. Leave days are subject to Administrator approval.

**ARTICLE X: GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to a grievance which may arise affecting the grievant. Both parties agree that all grievance proceedings shall be closed unless otherwise requested by the teacher. Both parties agree that all parties to a disagreement will attempt initially to solve the problems at the lowest possible administrative level through first and informal communication.

B. Definitions

1. Grievant: shall mean a teacher, group of teachers, or the Association, making the claim.
2. Grievance: shall mean any claim by a grievant that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
3. Grievance Committee: shall mean a duly constituted committee of the Association.

C. General Conditions

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the person(s) designated to hear the grievance is out of town at the time of filing or appeal, the time limit shall start on the date of their return.
2. In the event a grievance is filed which might not be resolved within the time schedule established for grievance procedures before the end of the school year, and that act could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

3. Prior to initiating a grievance, the grievant will meet with the other party of the disagreement to discuss the matter in an attempt to resolve the conflict.
4. A record shall be kept of each session, approved by both parties, and a copy made available to both parties. A written grievance must be filed within thirty (30) school days of the grievant's knowledge of the occurrence or nonoccurrence of the act(s) or actions upon which the grievance is based. The grievant or his/her representative shall inform the administrator or the lowest administrative authority capable of resolving the grievance, that a grievance is being initiated.
5. If, in the judgment of the Grievance Committee, a grievance affects a group of teachers, the Grievance Committee may submit such grievance in writing at Level Two and process it through the remaining levels.
6. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Chairperson of the Grievance Committee.
7. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be prepared jointly and distributed by the Board.
8. The parties agree to make available to each other all pertinent non-confidential information in their possession, which is relevant to the issue(s) raised by the grievance.
9. When it is necessary at any level beyond Level One for a grievant or representative designated by the Association, to attend a meeting or a hearing during the school day, the Superintendent shall notify such parties in interest, and they shall be released without loss of pay for such time as their attendance is required at such meetings or hearings.
10. The administration and Board may be represented by a person of their choosing at all levels of the Grievance Procedure.

D. Procedure

1. Level One

- a. A grievant may initiate the procedure by filing a written statement of grievance with the immediate supervisor concerned. The date of this action shall be the filing date.

b. The immediate supervisor shall meet with the grievant and anyone accompanying the grievant within seven (7) days of the filing date. This meeting time shall be set by mutual agreement.

c. A representative of the Association and any other person may accompany the grievant at the Level One meeting. The association representative or other person may speak on behalf of the grievant if requested to do so by the grievant.

d. The immediate supervisor shall render his/her decision, in writing, within four (4) days of the Level One meeting.

e. In the event that the immediate supervisor is the Superintendent, the grievance shall be processed according to Level Two procedures.

2. Level Two

a. If the grievant is not satisfied with the disposition of the grievance at Level One or in the event that he/she does not receive notice of its disposition within four (4) days at Level One, he/she may appeal, within fourteen (14) days of the Level One hearing, to the Superintendent.

b. The Superintendent shall, within seven (7) days, contact the parties in interest to establish a time mutually acceptable to the Association and the District for the Level Two hearing. Such hearing shall be held within seven (7) days of the receipt of the notice.

c. The Superintendent shall give a written decision on the grievance within seven (7) days after the hearing.

d. The grievant shall file the grievance in writing with the Grievance Committee at this level of the grievance. The Chairperson of the Grievance Committee, or his/her designee, shall attend all hearings and receive a copy of the written decision.

3. Level Three

a. In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Two, or in the event that he/she did not receive notice of its disposition within seven (7) days in Level Two, the grievant may request the Grievance Committee to appeal the grievance in writing to the Chairman of the Board of Education or his/her designee(s). Such appeal must be within fourteen (14) days of the Level Two hearing.

b. The Board shall meet with the grievant and representative of the Association within seven (7) days.

c. The Board shall render to the teacher a written decision of the grievance within seven (7) days of the hearing and a copy of such decision shall be forwarded immediately to the Chairperson of the Grievance Committee, the Grievant, and the Superintendent.

4. Level Four

a. In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Three, or in the event that he/she does not receive notice of its disposition within seven (7) days of the hearing at Level Three, the Association may request Arbitration within fourteen (14) days of the Level Three hearing.

b. Within seven (7) days of receipt of a request for arbitration the Association and District shall request the American Arbitration Association to submit a list of seven (7) arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine, by coin toss, the order of elimination, and thereafter, each shall, in that order, alternately strike a name from the list, and the seventh (7th) and remaining name shall act as the arbitrator. In the event that the selected arbitrator cannot serve, the last person eliminated shall be asked to serve as arbitrator. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties' desire to present, shall render a written decision within 45 days.

c. The arbitrator's decision shall set forth its findings of fact, reasoning and decision on the issues submitted. The arbitrator's decision shall be final and binding upon both parties. The decision shall be forwarded immediately to the Board, the grievant, the Association and the Superintendent.

d. The Rules and Procedures of the American Arbitration Association are incorporated into the Agreement by reference.

e. No party shall be entitled to arbitration until the party has completed all the levels herein above set forth in this Article.

f. Expenses incurred by the Arbitrator shall be borne equally by the Board and the Association.

E. Rights of Teachers to Participate

1. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any member of the Grievance Committee, or any participant in the grievance procedure.

2. Any party in interest may be represented at all stages of the grievance procedure by an Association representative of his/her choosing.

3. At any level, the grievant may present appropriate witnesses and/or documents and have access to counsel. No grievant will be required to discuss any grievance if the Association representative is not present.

#### **ARTICLE XI: IN-SERVICE**

A. In-service days and/or time shall be provided for staff development. The Association will have input in planning and implementing in-service days.

B. The District shall work with the Association in planning and implementing professional development in line with District goals.

C. The District will make every effort to provide continuing education opportunities.

#### **ARTICLE XII: TEACHER MENTOR**

The District will provide a Teacher Mentor to new staff for one (1) year. An extra duty contract will be provided with defined roles and responsibilities. Administration will make assignments based on grade level, content area, and other considerations. Teacher Mentors will be assigned no more than two (2) mentees per year.