

NEGOTIATED AGREEMENT

between the

SOUTHWEST REGION ADMINISTRATIVE ASSOCIATION

and the

SOUTHWEST REGION SCHOOL BOARD

Dillingham, Alaska

**Period of Agreement
July 1, 2019 – June 30, 2022**

NEGOTIATED AGREEMENT

This is the NEGOTIATED AGREEMENT between the SOUTHWEST REGION ADMINISTRATIVE ASSOCIATION and the SOUTHWEST REGION SCHOOL BOARD at Dillingham, Alaska. Period of Agreement; July 1, 2019 - June 30, 2022.

PREAMBLE

The Southwest Region School Board of Education, hereinafter referred to as the Board, and the Southwest Region Administrative Association, hereinafter referred to as the Association, enter into the following agreement on this 5th day of November, 2019.

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all administrators of the Southwest Region School District for the duration of the agreement.

CONFORMITY TO LAW

If any provision of this agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid or enforceable, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

DURATION

This Agreement is the sole and complete Agreement between the Board and the Association and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. All provisions are binding and effective as of July 1, 2019 and shall remain in full force until June 30, 2022. All previous agreements still in force shall become null and void as of July 1, 2019.

TERMS AND CONDITIONS OF AGREEMENT

The parties hereto mutually agree that the terms and conditions of this Agreement represent the full and complete understanding and commitment between the parties. Upon request of either party, members of the Association, as well as representatives of the School Board may meet to discuss areas of concern.

RATIFICATION

When a majority of returned ballots by the Association reflect an affirmative vote, and when a majority of the members of the Board reflect an affirmative vote, this agreement shall be ratified; except that, if no action is taken on the document by either party within sixty (60) calendar days, that non-action shall be taken as an affirmative vote.

TENURE, ASSIGNMENT and OPENINGS

Nothing in this Agreement or an Administrator's individual contract with the District shall confer tenure rights to an administrator with regard to his/her administrative position or limit the District's statutory rights as set forth in AS 14.20.158 including, but not limited to, the right to assign the Administrator to any position for which the Administrator is qualified. If an Administrator is assigned to a position covered by the teachers negotiated agreement, the Administrator shall be subject to the teachers negotiated

agreement as of the effective date of the assignment except that if the assignment occurs during a contract year, the Administrator shall be entitled to the salary and benefits set forth in the Administrators individual contract and this agreement for the contract year. In any subsequent year of employment with the School District, the administrator shall be placed on the salary schedule in accordance with the applicable negotiated agreement. Should an administrative position be eliminated, causing a tenured Administrator to be assigned to a teaching position, that Administrator (if still employed by the District) will be assigned to the administrative position, should the same administrative position be reinstated within two (2) school years.

All open administrative positions shall be publicly posted. District goals and educational programs will be given first priority in transfer considerations. Seniority will be considered in transfer decisions. Currently employed administrators applying for transfers will be considered for vacancies prior to placement of new-to-the-District applicants. Vacancies for the following school year that are known before March 15th, shall be publicly posted at least five (5) working days before a contract may be offered to a new-to-the-District applicant. For the purposes of this section, an administrative opening does not include the restructuring of an existing administrators position, or job description, but rather addresses filling of a position as a result of the resignation or transfer of an existing administrator.

DEFINITIONS

In this agreement, the following shall be defined:

“Superintendent” shall mean the Superintendent of the District or designee.

“Administrator” shall mean any certified staff employed in a position requiring an administrative certificate and holding an Alaska Type B-Administrator certificate, such as a Vice-Principal, Principal, or program Director.

“Site Administrator” shall mean a certified staff member employed as a Principal or Lead Teacher. Principals and Lead Teachers may have teaching duties based on site staffing needs determined by the Superintendent.

“Assistant Principal” shall mean a certified teacher who is employed as the Assistant Principal or Assistant Principal/Counselor at a site. An Assistant Principal does not possess an Alaska Type B-Administrator certificate. Assistant Principals may have teaching duties based on site staffing needs determined by the Site Administrator and Superintendent. Assistant Principals are covered by the Teacher’s Negotiated Agreement, except as specifically indicated in sections 1301, 1302, 1501, 1502, 1600, 1701, 1702, 1703, 1707 and 1708 of this agreement.

“Lead Teacher” shall mean a certified teacher employed as the Site Administrator, who does not possess an Alaska Type B-Administrator certificate. Lead Teachers are covered by the Teacher’s Negotiated Agreement, except as specifically indicated in sections 1301, 1302, 1501, 1502, 1600, 1701, 1702, 1703, 1707, and 1708 of this agreement.

"Working Day" shall mean a calendar day excluding holidays except as otherwise specified in this agreement.

"Association" shall mean the Southwest Region Administrative Association.

"Board" shall mean the Southwest Region School Board of Education.

"Immediate Family" shall include spouse (both married and unmarried couples, of the same sex or the opposite sex), son, daughter, brother, sister, mother, father, father-in-law, mother-in-law, grandmother, grandfather, grandson, granddaughter. Other close relatives or caregivers who were instrumental in the raising of the employee as a child or through their formative years may also be included on a case-by-case basis to be reviewed by the Superintendent.

"Daily Rate" shall mean the administrator's rate per day as determined by dividing the base annual salary by the number of contract days.

"Publicly Posted" shall mean, at a minimum, prior to March 15 posted on the Alaska Teacher Placement website, at sites and via district email, and after March 15, posted on the Alaska Teacher Placement website, and via email to staff.

1000 INSURANCE

1001 Health

The Administrator shall be allowed to purchase employee, spouse and dependent medical, dental, visual and audio insurance as provided in the District's standard group policy. Employee purchases of group insurance will be through payroll deduction. Administrators will be allowed to participate in the District's flexible benefit medical reimbursement/child care plan.

During the term of this Agreement, The District will pay 80% of the health insurance cost and the Administrator will pay 20% of the health insurance cost. Changes (increases or decreases) to Administrator's Co-Payment will be effective the month following notification of change from the insurance carrier.

A booklet describing the coverage will be provided to each employee at the time of hire.

All changes in insurance submitted to the Board will be agreed upon by a committee made up of a member appointed by the Administrator's Association, Teacher's Association, the Business Manager, and the Superintendent.

Final selection of carrier shall be at the discretion of the Board.

1002 Life & Travel

The District shall provide the administrator group term life insurance of \$100,000. The District will provide each administrator with \$250,000 of travel insurance for travel related to the administrator's scope of employment. Unless otherwise specified by the administrator, the beneficiary of the insurance will be the administrator's spouse.

1003 Termination of Insurance

The coverage shall start on the first day of the month following the administrator's first day of work. The coverage shall end on the last day of the month following the administrator's last day of work upon separation from the District.

1004 Limitations

The specific terms and conditions of coverage shall be governed by the insurance contracts and policies in force. Any disputes regarding claims shall be between the insured and the carrier and shall not involve the District. Notwithstanding any other provision of this Article, the District's obligation to provide insurance shall be limited to the availability thereof and the administrator's insurability.

1005 Liability Insurance

The Board will provide liability insurance to a maximum of \$500,000 coverage limited to incidents within the administrator's scope of employment.

1100 LEAVE

1101 Sick

The administrator shall be entitled to accrue, use, and transfer compensated sick leave as required under Alaska statutes and regulations (4 AAC 15.040).

The District may require written medical certification for sick leave that exceeds three (3) consecutive working days. Sick leave shall be available for appointments to health practitioners only if the appointment is for treatment or diagnosis related to a condition or symptom. For appointments covered under sick leave, accrued sick leave shall be available for necessary travel time to and from the nearest appropriate practitioner.

The administrator may use up to five (5) days accrued sick leave per standard work year in the event of the birth or adoption of a child. Additionally, the administrator may use up to five (5) days of accrued sick leave per standard work year as may reasonably be necessary to attend to a member of the immediate family who is ill or injured, subject to medical certification for more than three (3) consecutive working days absence under this provision. Likewise, in the event of a death in the immediate family, up to five (5) days of accrued sick leave per standard work year shall be available as reasonably may be necessary to attend the funeral or to attend to other family business related to the death. If out-of-District travel is necessitated under this paragraph, up to two (2) additional days of accrued sick leave per standard work year shall be available. Additional travel days may be approved at the discretion of the Superintendent or designee on a case-by-case basis when out of state travel is required. Notwithstanding, the administrator shall not be entitled to use under this paragraph more than fifteen (15) days accrued sick leave per standard work year. In unusual or extenuating circumstances, additional sick leave may be approved by the Superintendent.

Notice of the intended use of, and the reason(s) for, sick leave shall be given to the supervisor as far in advance as is reasonably possible.

Certified administrators who use two (2) days of sick leave or less during any contracted school year shall receive a bonus equivalent to one day of the Administrator's Daily Rate of Pay payable at the end of their last pay period. Days that are required to be donated to the Sick Leave Bank will not count against this bonus.

1102 Personal

The administrator shall accrue five (5) days of compensated personal leave per standard work year, accrual will not be limited, however a maximum number of eight (8) days may be used in a given school year. At

the end of a completed contract year each Administrator will be allowed to cash in three personal leave days (in addition to the maximum 8 that can be used for leave) at their daily rate by submitting a written request to the Superintendent prior to the end of the fiscal year for which payment is being requested.

Requests for the use of accrued personal leave shall be given to the supervisor as far in advance as is reasonably possible.

1103 Jury Duty

Upon written advanced certification to the Superintendent of a call to jury duty by a court having jurisdiction in the community of the job assignment, the administrator shall be granted compensated leave for required absences associated with the jury duty obligation. The administrator shall promptly remit to the District any fee received for jury duty.

1104 Leave of Absence

Upon written request, the Board may grant a non-compensated leave of absence of one (1) semester or longer. The terms and conditions of the leave including, but not necessarily limited to, the duration, the deadline for notice of intent to return, and any reassignment rights shall be mutually agreed upon in writing between the Superintendent and the administrator.

1105 Association Leave

Three (3) administrative members shall be provided Administrative Leave for all joint bargaining sessions.

1106 Other

The administrator shall be entitled to such other compensated or non-compensated leave as may be required by law. Additionally, at the discretion of the Superintendent or designee, the administrator may be granted compensated or non-compensated leave not specified in this article.

1200 Sick Leave Bank

New Administrators will donate one day of sick leave to the bank on their first payroll. In the event that the bank becomes depleted to twenty (20) days or less during the school year, each administrator will donate an additional day up to a maximum of three (3) days per year.

A person leaving the district will not be able to withdraw the contributed days.

The first twelve (12) consecutive working days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick and personal leave or absence without pay. A person will not be able to withdraw days from the bank until his/her own sick and personal leave is depleted. The number of days available to a certificated employee shall equal twice the number of days of sick leave the certificated employee has accumulated before the 1st day of school in any school year or twenty-four (24) days, whichever is greater.

Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank. Unlike regular sick leave, sick leave bank days can only be withdrawn for individual certificated employee's illness. Requests for use of bank days must follow the committee's established sick leave bank guidelines.

The Sick Leave Bank will be administered jointly by the Board and the Association. A committee comprised of one (1) representative of the District, one (1) representative of the Administrator's Association, and two (2) representatives of the Teacher's Association will administer the Sick Leave Bank. Sick Leave Bank activity records will be available for review by the Association and Administrators Association.

1300 WORK YEAR AND WORK DAY

Both the Association and the District understand and agree that, as salaried management employees, work beyond the normal work day and work year (i.e.: evenings and weekends) are inherent and often necessary in the job and duties of a building level or central office administrator. With this understanding, the standard year and work day are defined for the purposes of this agreement, it is further understood that the salaried management employees shall not be entitled to additional compensation for time worked in excess of the standard work day and work year, unless there is prior written agreement by the Superintendent. Further, it is agreed that Principals and Directors covered under this agreement may use up to eleven (11) non-student contact days during the approved work year, as regular contract days.

1301 Work Year

The standard work year shall be one hundred ninety-nine (199) days for Lead Teachers, Assistant Principals, and Vice-Principals, two hundred ten (210) days for Principals, and two hundred twenty (220) days for Directors. The number of work days in the standard work year shall be inclusive of state-mandated school holidays falling within the period between the administrator's first and last duty day of the work year. The Site Administrators' and Directors' work year shall be subject to an annual calendar approved in writing by the Superintendent. If the administrator serves less than the full standard work year, the administrator's salary and quantifiable benefits based on the standard work year shall be prorated accordingly. For administrators, with the exception of Directors, the last contract day shall be the End of Year Checkout day. It is understood that total contract days shall include the check-out day.

1302 Work Day

The standard workday for administrators, lead teachers and assistant principals, shall consist of eight (8) hours exclusive of the lunch period. If the individual is assigned to work less than the standard workday, the salary, leave, and other quantifiable benefits shall be prorated accordingly.

1400 HOUSING

The site administrator assigned to a village shall be entitled to live in a District (owned or leased) housing unit designated by the Superintendent. The Site Administrator, having responsibility for the school facilities, and being responsible for the duties designated for site housing manager, shall be required to live in a designated District housing unit close to school facilities, unless other arrangements have been approved by the Superintendent. Through payroll deduction administrators shall pay \$810 per month.

For administrators wishing to stay in district housing during all three summer months (June, July, and August), their rental rates will be 50% of the normal monthly rate paid the previous school year. Administrators staying in district housing for part of the summer will be assessed rent at the full rate prorated for the period of time in the housing.

Change of the housing units assigned to Administrators under this article will only be allowed to accommodate housing needs based on site staffing requirements and approved by the Superintendent. The

terms and conditions of housing rentals shall be set forth in the District's lease document. The Association shall be entitled to representation on any committee established to address matters related to administrator housing.

A. Responsibilities

1. Recognizing that the Association and the District have a mutual concern to provide adequate and quality housing for the certified staff of the Southwest Region School District, the District and the Association shall form a committee. This committee will meet within ten (10) working days of either party's request, to discuss and recommend the expenditure of district rental income and rental rates for contracts. The committee should meet at a location and time mutually agreeable to the District and Association.
2. The District Housing Committee shall be made up of the District Maintenance Director, the Superintendent, the President of the Association or designee, a teacher appointed by the Association and a member of the Administrators' Association.
3. The committee shall discuss, but not limit discussion to the following issues: rental rates, deposits, maintenance and improvement costs, condition and replacement of furnishings, future housing requirements, and rental options for employees. The committee will develop accurate utility records as the basis for future discussion. The committee will develop a replacement schedule on all major appliances, furniture, carpets, heating and plumbing systems, and interior and exterior paint. The committee shall review the replacement and upgrades of these items at their annual meeting. A budget that includes income generated and expenses directly charged to by District leased housing shall be reviewed by the housing committee annually. This annual report shall be presented to the District School Board at a regularly scheduled board meeting before May 1st of that school year.
4. The District Housing Committee shall do a yearly needs assessment on the quantity and quality of District provided housing. Their assessment shall include major complaints that have been reported by each tenant during the previous school year.
5. Site Housing Committees shall consist of the Site Administrator and one or two teachers, depending on the size of the site. Aleknagik, Clarks Point, Ekwok, Koliganek, and Twin Hills sites will have one teacher member on the committee. New Stuyahok, Manokotak, and Togiak will have two teacher members on the committee.

B. Maintenance, Repair, and Replacement

1. Teachers will report issues regarding the need for repair of District housing or furnishings as soon as possible utilizing the District's electronic Maintenance Work Order System. The need for emergency repairs should be verbally reported to site maintenance staff, the site administrator, and/or District maintenance staff and followed up in writing via the Work Order System.
2. The Site Housing Committee shall submit to the District Housing Committee a list of maintenance, repair, and replacement needs for each site by March 31 each year. They will review the list of maintenance, repair, and replacement needs from each site in order to prioritize and schedule maintenance, repair, and replacement. Part of this review will include a bi-annual on-site assessment to be completed by Feb. 1 of the inspection year. All sites will

receive an inspection the first year of this Agreement. The lists of reported issues will be prioritized and repairs will be completed based on the availability of staff and funding.

3. The Site Housing Committee will notify the District of problems related to health concerns. Health threats and reductions in rent will be determined by the District Housing Committee with input from the respective Site Housing Committee. The District shall investigate the problem within twenty-four (24) hours.
4. If there is no heat, running water, or sewer for more than forty-eight (48) hours after being reported, rent will not be assessed for those days. Until the problem is fixed, other housing will be provided if available.

1500 PROFESSIONAL DEVELOPMENT

1501 Professional Conference

During the work year, the District shall pay for travel and related expenses for each Site Administrator, Assistant Principal, Vice-Principal, or Director to participate in one (1) professional conference related to their assigned work area not to exceed the cost of the Alaska Principal's Conference approved in advance by the Superintendent. The Superintendent may direct the staff under this agreement to participate in other professional conferences or activities during the work year at District expense.

1502 Reimbursement for Professional Development

The District shall reimburse the returning Site Administrator, Assistant Principal, Vice-Principal, or Director up to one thousand, two hundred fifty dollars (\$1,250) for expenses related to professional development activities completed outside of normal contract time, approved in advance by the Superintendent.

1600 PROFESSIONAL DUES

The District will pay annual State and National dues, for the membership in a professional educational association (directly related to the administrator's job assignment) for all administrators covered under this agreement. The total cost of these dues will not exceed the amount of dues for the State and National Principals' Associations or the State and National Administrators' Associations.

1700 COMPENSATION

1701 Salary Payment

Salary payments shall be made throughout the work year in equal monthly installments beginning with the month the majority of which is served and ending with the month during which the last duty day is served or in twelve (12) equal monthly installments. The Site Administrators', Assistant Principals', Vice-Principal's, or Directors' final paycheck shall be retained until such time as they have completed all assigned year-end reports and duties.

The District shall make payroll deductions as required by law and for District housing rent and may make other deductions upon mutual agreement of the administrator and the District.

1702 Step Placement

Newly appointed Site Administrators, Assistant Principals, Vice-Principals, or Directors shall be placed at Step 0. Notwithstanding, on a case by case basis, the Superintendent shall have the discretionary authority to approve more years of service for initial step placement. Principals transferring into Director positions will be credited with one (1) year experience for every two years of in-district principal experience.

1703 Salary Schedule

FY20 (2019-2020 School Year) Administrative Salary Schedule

Years	Assistant Principals	Lead Teacher & Vice Principal	CLP, KEK & TWA Principal	WKK, & KGK Principal	KMO, KNW, & TOG Principal	Director
0	83,183.60	86,921.61	90,658.61	98,133.62	105,608.63	109,884.97
1	84,799.60	88,537.61	92,274.61	99,749.62	107,224.63	111,500.97
2	86,415.60	90,153.61	93,890.61	101,365.62	108,840.63	113,116.97
3	88,031.60	91,769.61	95,506.61	102,981.62	110,456.63	114,732.97
4	89,647.60	93,385.61	97,122.61	104,597.62	112,072.63	116,348.97
5	91,263.60	95,001.61	98,738.61	106,213.62	113,688.63	117,964.97
6	92,879.60	96,617.61	100,354.61	107,829.62	115,304.63	119,580.97
7	94,495.60	98,233.61	101,970.61	109,445.62	116,920.63	121,196.97
8	96,111.60	99,849.61	103,586.61	111,061.62	118,536.63	122,812.97

In FY20, all administrators shall receive a one-time payment equivalent to 2.75% of their FY20 base pay. This shall be calculated based on the FY17-19 salary scale. Changes to the FY20 salary scale and stipends shall be retroactive to July 1, 2019.

FY21 (2020-2021 School Year) Administrative Salary Schedule

Years	Assistant Principals	Lead Teacher & Vice Principal	CLP, KEK & TWA Principal	WKK, & KGK Principal	KMO, KNW, & TOG Principal	Director
0	83,599.52	87,356.22	91,111.90	98,624.29	106,136.67	110,434.39
1	85,223.60	88,980.30	92,735.98	100,248.37	107,760.75	112,058.47
2	86,847.68	90,604.38	94,360.06	101,872.45	109,384.83	113,682.55
3	88,471.76	92,228.46	95,984.14	103,496.53	111,008.91	115,306.63
4	90,095.84	93,852.54	97,608.22	105,120.61	112,632.99	116,930.71
5	91,719.92	95,476.62	99,232.30	106,744.69	114,257.07	118,554.79
6	93,344.00	97,100.70	100,856.38	108,368.77	115,881.15	120,178.87
7	94,968.08	98,724.78	102,480.46	109,992.85	117,505.23	121,802.95
8	96,592.16	100,348.86	104,104.54	111,616.93	119,129.31	123,427.03

FY22 (2021-2022 School Year) Administrative Salary Schedule

Years	Assistant Principals	Lead Teacher & Vice-Principal	CLP, KEK & TWA Principal	WKK, & KGK Principal	KMO, KNW, & TOG Principal	Director
0	84,017.52	87,793.00	91,567.46	99,117.41	106,667.36	110,986.57
1	85,649.72	89,425.20	93,199.66	100,749.61	108,299.56	112,618.77
2	87,281.92	91,057.40	94,831.86	102,381.81	109,931.76	114,250.97
3	88,914.12	92,689.60	96,464.06	104,014.01	111,563.96	115,883.17
4	90,546.32	94,321.80	98,096.26	105,646.21	113,196.16	117,515.37
5	92,178.52	95,954.00	99,728.46	107,278.41	114,828.36	119,147.57
6	93,810.72	97,586.20	101,360.66	108,910.61	116,460.56	120,779.77
7	95,442.92	99,218.40	102,992.87	110,542.81	118,092.76	122,411.97
8	97,075.12	100,850.60	104,625.07	112,175.01	119,724.96	124,044.17

1704 Revenue Enhancement Incentives

As an incentive to assist the District in program improvement and revenue enhancement administrators will be eligible to be compensated for work outside their normal scope of their job duties and workday. With prior written agreement and approval of the Superintendent, grant writing incentives, at a rate of \$400.00 for each eight (8) hours of approved application development, will be paid if the grant is approved and funded. Administrative release time may be provided in lieu of financial compensation if so agreed by the administrator and Superintendent.

1705 Travel

Administrators located in Aleknagik and Dillingham shall receive a \$700 travel stipend. Administrators located in Koliganek, New Stuyahok and Ekwok shall receive a \$950 travel stipend. Administrators located at Togiak, Twin Hills, Manokotak and Clarks Point shall receive a \$1,050 travel stipend. Taxes, if required, shall be withheld for this benefit at the time the stipend is issued. The second working day of each school year will be set as the accrual date. However, if an administrator fails to return to duty during his/her contract, the travel stipend will be forfeited by the administrator. In the case of such forfeiture, the District will withhold the amount previously paid, from monies owed the administrator. If no monies are owed the administrator at the time of forfeiture, the administrator will be responsible to make payment to the District within thirty (30) calendar days.

1706 Longevity Benefit

At the end of each year, beginning with the fourth consecutive year that an administrator has been employed with the District, they will be awarded a yearly longevity bonus of \$100 per year for each consecutive year of service in the District paid on the final paycheck of the year. (for example: 4th year = \$400, 10th year = \$1,000)

Sabbaticals and Board approved leaves of absence do not invalidate consecutive years.

1707 Special Education Stipend

Administrators who are assigned special education teaching duties by the Superintendent in addition to their administrative duties shall receive a stipend of \$2,000 to be paid on the June paycheck. Taxes, if required, shall be withheld for this benefit at the time the stipend is issued.

1708 Communication Stipend

It is the expectation of the District that administrators will maintain contact with the District outside of normal duty hours and days. It is recognized that administrators commonly accomplish this through the use of personal cell phones and home internet. To defray this cost, the District shall provide a communications stipend in the amount of \$100 paid monthly for ten months beginning with the August pay period. Taxes, if required, shall be withheld for this benefit at the time the stipend is issued.

1800 GRIEVANCE PROCEDURE

A claim by an administrator that there has been a violation, misinterpretation or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided. A grievant is an administrator having a grievance.

Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits specified may be extended by mutual agreement at all levels. Any grievant may be represented at all stages of the grievance procedure by a person of his/her own choosing, and notice of this representative must be given to his/her immediate supervisor. The Board is also entitled to a representative. When it is necessary at any level for a grievant and witness (one per occurrence maximum) to attend a meeting or a hearing during the school day, the Superintendent shall notify such administrator and he/she shall be released without loss of pay for such time as his/her attendance is required at such meeting or hearing. At all levels, time limits are binding except for periods of inclement weather, which prohibit normal travel.

Necessary forms pertaining to a grievance will be prepared jointly and distributed by the Association or the District. If the grievance report is in favor of the grievant, all documents, communications and records dealing with the grievance shall be removed from the Personnel File.

Level I

An administrator with a grievance will first discuss it with his/her immediate supervisor within fifteen (15) working days of the alleged violation, misinterpretation, or misapplication of this agreement, with the object of resolving the matter informally. If the administrative position is in a remote area and the immediate supervisor is not stationed at the site, the first step should be accomplished by e-mail, mail, or telephone. If an informal solution has not been reached, an administrator with a grievance may initiate a formal procedure by filing a written statement of grievance with the immediate supervisor. This statement must be filed within ten (10) working days of the informal discussion with the supervisor. The date of this action shall be the filing date. The written grievance shall include the date of the alleged violation, the article and item of the contract, and the signature of the grievant. The immediate supervisor shall meet with the grievant and anyone selected to accompany him/her within ten (10) working days of the receipt of the written grievance. This meeting will be set by mutual consent. The immediate supervisor shall render a decision in writing within ten (10) working days of the meeting dealing with the written grievance.

Level II

If the grievant is not satisfied with the disposition of the grievance at Level I, or does not receive a decision, he/she may appeal the grievance in writing to the Superintendent within fifteen (15) working days of receipt of the decision or the date the decision was due. The written appeal shall include a copy of the initial written grievance as submitted to the supervisor, a copy of the written response by the immediate supervisor, and the grounds for considering the decision unsatisfactory. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal.

In the event that the Superintendent is the immediate supervisor, then the appeal shall be directed to Level III. Within ten (10) working days of receipt by the Superintendent of the written appeal, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The time and place of the Level II meeting shall be mutually set by the Superintendent and the grievant. The Superintendent shall render a decision in writing within ten (10) working days of the Level II meeting and inform the grievant of the decision. The Superintendent will be allowed to meet and discuss the grievance in executive session with the board, without the grievant present, to determine the wishes of the board.

Level III

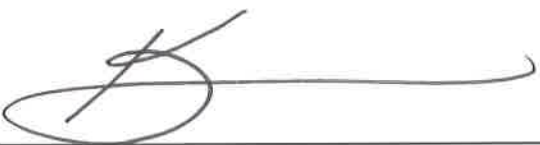
If the grievant is not satisfied with the disposition of his/her grievance at Level II or does not receive a decision within ten (10) working days, the grievant may request the Association to submit the grievance to arbitration. The cost of the arbitrator will be borne equally by the Board and the Association. Costs related to the presentation by either party will be borne by the respective party.

The request by either party for arbitration shall be made within fifteen (15) working days of the decision at Level II. The Board and the Association shall make every effort to mutually agree upon an arbitrator. The arbitrator shall follow the rules for arbitration as established by the American Arbitration Association.

The parties agree to accept the arbitrator's award as final and binding upon them.

SIGNATURES

SOUTHWEST REGION SCHOOL'S BOARD OF EDUCATION

BY:  _____ Date: 11-24-19
President

BY:  _____ Date: 11/21/19
Member

BY: Hannah Q Henderson _____ Date: 11/25/2019
Business Office Manager

BY:  _____ Date: 11/5/19
Superintendent

SOUTHWEST REGION ADMINISTRATIVE ASSOCIATION

BY: Deb Forkner _____ Date: 11/13/19
Member

BY:  _____ Date: 11/13/19
Member

BY: Michael Oke _____ Date: 11/14/19
Member