

AGREEMENT

FLAGSTAFF EDUCATION ASSOCIATION

and

FLAGSTAFF GOVERNING BOARD

FOREWORD

The Flagstaff Unified School District and the Flagstaff Education Association have made a commitment to cooperatively strive for excellence in our public schools. Our mutual concern for improved communications is demonstrated by this revised Certified Staff Handbook.

This 2001-2002 edition includes teacher rights as well as responsibilities. Most of the changes have been brought about through a cooperative resolution of mutual concerns by the District and the Association. A few changes are the direct result of changes in the Arizona State Statutes governing education.

We are proud of the results of our efforts, as reflected in this document, to assist every certified staff member in understanding the policies, procedures and expectations under which we work. We urge you to read and study the document carefully. As a staff member you are responsible for compliance with all District policies and procedures, as well as rules and regulations of the school to which you are assigned. District policy handbooks, including all School District policies, are available in the building principal's office and at the Arizona School Boards Association website located at <http://www.azsba.org>.

The District and building administration, your association and your colleagues are prepared to assist you in every way to make your teaching effectiveness the best possible. Please do not hesitate to ask for assistance whenever the need arises.

PREAMBLE

The Governing Board of the Flagstaff Unified School District Number One and the Flagstaff Education Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The Board recognizes that teaching is a profession; that members of this profession have specialized education qualifications; and that their participation in policy development on matters relative to the professional services of teachers is important to the success of the school program.

The Board and the Association recognize their responsibilities toward each other and to the community to reach agreements which are mutually acceptable.

In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the Flagstaff School District, the parties do hereby enter into the following agreement.

Article I

Definitions of Terms Contained in Agreement

1.1 Definitions

- A. "Board" shall mean the Governing Board of the Flagstaff Unified School District Number One.
- B. "District" shall mean the employer known as the Flagstaff Unified School District Number One.
- C. "Association" shall mean the Flagstaff Education Association.
- D. "Party" shall mean the Governing Board of the Flagstaff Unified School District Number One or the Flagstaff Education Association.
- E. "Negotiation Team" shall mean the designated representatives of the Board or the designated representatives of the Association.
- F. "Negotiations" shall mean the procedure agreed upon between the Board and the Association for the consideration of proposals made by either party as contained in this Agreement. The terms "meet-and-confer," "professional negotiations," "collective bargaining," and "bargaining" shall be construed as synonymous. By mutual agreement the parties may also meet to "negotiate" through the Interest Based Strategies process also known as "Interest Based Negotiations" or "Interest Based Bargaining".
- G. "Administration" shall mean superintendent, assistant superintendent, principal, assistant principal, administrative assistant, supervisors paid on the supervisors' salary schedule, and/or such other personnel employed by the Board in the evaluation of certificated personnel.
- H. "Teacher" shall mean the certificated teachers, physical therapists, occupational therapists, counselors, librarians, speech therapists, school psychometrics, and nurses having valid contracts with the District and/or such other employees as may be agreed upon between the Board and the Association through negotiations.
- I. "Agreement" shall mean the written contractual relationship existing between the Board and the Association arrived at through the process of negotiations.
- J. "Superintendent" shall mean the chief executive agent employed by the Board - the Superintendent of the Flagstaff Unified School District Number One.

- K. "School Year" shall mean the time commencing on July 1 and ending with the succeeding June 30 of a contractual teaching year.
- L. "Calendar Days" shall include all days, Sunday through each following Saturday. All references to calendar days or working days throughout Article I were made consistent with the document's intent.
- M. "Consultant" shall mean a resource person or persons used to advise either or both negotiating teams during negotiations.
- N. "Caucus" shall mean the temporary delay of negotiations upon the request of either team for the purpose of discussing a proposal, consideration of a counterproposal, or meeting with a consultant.
- O. "Impasse" shall mean a condition reached during negotiations which has resulted from disagreement after full consideration of the issues involved between the negotiating teams over the proposals of either party.
- P. "Grievance" shall mean a complaint by a staff member or members that there has been a violation, a misinterpretation, or inequitable application of any Board policy or practice governing employees, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- Q. "Grievant" is the person or persons filing a grievance.
- R. "Party-in-interest" is the employee, employees or the Association making a claim who might be required to take action; or against whom action might be taken in order to resolve the grievance.
- S. "Working Days" shall mean day's sites are open for business that correspond to the academic calendar of the affected site(s).

Article II

Rights and Responsibilities of the Parties to the Agreement

2.1 Board Rights

- A. The Flagstaff Education Association recognizes and agrees that the Board reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested unto it by the statutes of the Federal Constitution and the State of Arizona. The exercise of these powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that specific and express terms are in conformance with the law.

- B. The right to manage includes, but is not limited to the following: the right to select, hire, transfer, promote, discipline, suspend or discharge, assign and supervise employees; to determine and change starting times, quitting times and shifts, and the number of hours to be worked by employees; to determine staffing patterns including, but not limited to the assignments of employees as to the numbers employed, duties to be performed, qualifications required and areas worked; to determine and change the methods and means by which its operations are to be carried on; to carry out all ordinary functions of management, whether or not exercised by the District prior to the execution of this Agreement; provided, however, that such rights shall not be exercised in conflict with the expressed provisions of this Agreement, nor shall the District in exercising its rights disregard the professional responsibilities of its employees.
- C. All other rights of the Board not expressly limited by this Agreement are also reserved to the Board and the expressed provisions of this Agreement constitute the only contractual limitations upon the Board's rights. The exercise of any right reserved to the Board herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Board's right, or preclude the Board from exercising the right in a different manner.
- D. The Board retains its right to amend, modify or rescind, temporarily, policies in this Agreement during an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the grievance provisions of this Agreement. An emergency is herein defined as a natural disaster or circumstances beyond the control of the Board, including a work slowdown or stoppage.

2.2 Board Responsibilities for Teacher Effectiveness

- A. The Board has a responsibility to provide reasonable conditions under which teachers can teach effectively. Such conditions include:
 - 1. The assignment of teachers to those areas for which they are legally qualified to teach.
 - 2. Provision of adequate teaching facilities.
 - 3. Administrative support of teachers.
 - 4. Supervisory services. District supervisory personnel are charged with the responsibility of assisting in coordination of programs and improvement of instruction. By mutual agreement the parties may suspend the provision of supervisory services, including the services of chairpersons, coordinators, or supervisors.
 - 5. Provision for sufficient and equitable distribution of District funds to provide for the purchase and/or replacement of textbooks, library resources, instructional materials, and supplies and equipment of sufficient quality and quantity to assist teachers to fulfill their teaching assignments.

2.3 Association Recognition

- A. The Governing Board of the Flagstaff Unified District Number One recognizes the Flagstaff Education Association as the major source of employee input and the chief negotiating agent for all certified employees as identified in Article I, Section 1.1 H. of this Agreement.
- B. Nothing in this Agreement shall be construed to restrict the legal rights of any employee. Recognition shall not preclude the petitioning of or appearance before the Board of any employee or employees individually or collectively.
- C. Nothing in this Agreement shall require an employee to become or to remain a member of the Association. Nothing in this agreement shall require the Association to represent an employee who is not a member of the Association in any grievance or negotiation except to the extent that such a person is a member of a group or class that is a party to a grievance or negotiation.

2.4 Association Rights

- C. The Association shall have the right to use school buildings at all reasonable times for meetings, scheduling such use with the principal of the school; provided that such use does not interfere with or interrupt normal school operations or activities. The Association agrees that all school facilities used by the Association shall be left in a clean and orderly condition.
- D. The Association shall have the right to use or to install in employee lounges or work rooms, bulletin boards for the posting of Association notices and materials. The Association assumes responsibility for the material and content of such communications as it authorizes to be posted.
- E. The Association shall have the right to distribute Association materials through teacher mail boxes in the schools. Except in time of crisis, confrontations, or the declaration of impasse by either party, the Association shall have the right to use the District mail service for distribution of routine communications and materials to its members properly sorted and labeled by school. All materials so distributed must serve an educational purpose in the opinion of the Board. The District reserves the right to withdraw the service if it becomes an excessive burden on District personnel.
- F. The Association and its duly authorized representatives shall be permitted to transact Association business with District personnel on campus at reasonable times; provided that such activity does not interfere with, interrupt or threaten scheduled classroom activities or other school functions.
- G. The Board agrees to provide the Association, in timely fashion, an agenda of board meetings. If, or when published, the Board shall also provide the Association with two (2) copies of the District telephone directory. The use of the directory shall be restricted exclusively to the conducting of Association business.

- H. The Board has a responsibility to notify the Association of any new or modified programs, rules or regulations which are proposed and which may have an effect on the ability of the District to make agreements with the Association on matters related to wages or conditions of work. This notification may be satisfied by providing an agenda of Board meetings consistent with E. of this section, regularly scheduled meetings between the Association president and the Superintendent, meetings of the District Faculty Advisory Committee or such other appropriate techniques that may be mutually agreed upon.
- I. The Association shall be scheduled for one hour on the opening-of-school program to orient teachers and to explain Association activities and objectives.
- J. The Association shall be provided the opportunity at faculty meetings to present brief reports or announcements.
- K. Prior to printing and distribution to staff, the District will present to the Association for proofreading for content accuracy and completeness, a draft of the Revised Certified Handbook.
- L. Copies of this Agreement shall be printed at the expense of the Board and distributed to all employees during the first week of the opening of school. Twenty-five (25) copies of this Agreement shall be provided the Association, the expense of which will be paid by the Association. By mutual agreement between the Board and the Association those sections of this agreement and/or policy included in the Certified Handbook that have been modified or amended may be distributed to employees in lieu of complete copies of the Certified Handbook.
- M. One (1) day of professional leave shall be granted to members of the Association's negotiations team for preparation and research. One (1) day of professional leave shall be granted to official delegates to the State Association Delegate Assembly.
- N. The District shall withdraw from participation in the Career Ladder Plan if the Association votes to withdraw by an absolute majority (50% plus 1) vote of its general membership (not simply a majority of those voting). This right of withdrawal by the Association does not prohibit the Governing Board from withdrawal at its sole discretion.

2.5 Association Responsibilities

- A. Recognizing that strikes and work stoppages by public employees have been declared illegal in the State of Arizona, the Association hereby assumes responsibility for complying with and adhering to the laws of the State, findings of courts of competent jurisdiction and applicable rulings of the Attorney General.
- B. The Board shall hold the Association liable for such actions as may be initiated by the Association, its officers or agents against the District during the term of this agreement.
- C. Violations of the provisions contained in this section may subject individuals involved to disciplinary action, including discharge.

- D. Upon violation of the provisions of this section by the Association, its officers or agents, and in addition to the Board's rights to judicial relief in the form of injunctions and damages, the Board may terminate this Agreement upon the advent of an unlawful strike or work stoppage.

2.6 Association President

- A. As many of the activities performed by the President of the Association are beneficial to and serve the interests of the District in accomplishing its educational program, the Board hereby agrees to release the Association president, if an elementary teacher, during his preparation period and from such other duties when elementary school children are dismissed upon expiration of the normal school day to conduct Association business. Should the Association president be a middle school or high school teacher, the planning or preparation period, if it does not disrupt or conflict with the scheduling of students, shall be so arranged by the building principal that such scheduling will allow the president to utilize the last period of the school schedule to conduct Association business.
- B. With mutual agreement, the president of the Association may elect to participate in a job sharing program at the elementary school level and be released up to half (1/2) time at the secondary level. The president will retain all benefits, will be permitted to fully participate in all performance pay programs, and will be guaranteed a return to his/her original teaching assignment at the end of the presidential term. The Association will reimburse the District for this release time at the cost of a replacement from the starting salary in the BA column.
- C. Release Time for Association President.

The President of the Association shall be granted a maximum of six (6) days release time per school year to conduct Association business without loss of pay or other benefits. The Association will pay the cost of the substitute and the President will not be required to use Personal days for these six (6) days of absence.

- D. The Association president agrees to:
1. Provide communication with teachers, administrators and community leaders which will contribute towards positive working relationships and inform teachers, administrators and Board members of potential problems in the District.
 2. Attend board meetings.
 3. Assist teachers in their awareness of District procedures and in following those procedures.
 4. Appoint or assist in appointing teachers to serve on District committees.
 5. Assist in processing of grievances.
 6. Confer with District administrators, building principals, and Board members on areas of concern to teachers and faculties.

7. Meet and confer with the Superintendent on a weekly basis during the school year.
 8. Make regular visitations to schools within the District.
 9. Attend such meetings and conferences of a professional nature as the Board may request from time to time.
 10. The Association President will be scheduled to address the entire School District certified faculty during the regularly scheduled agenda of the Opening of School Assembly.
- E. The Board recognizes that every employee shall have the right to notify the Association president of matters related to:
4. An alleged grievance under the provisions of this Agreement.
 5. Suspension from teaching duties.
 6. A complaint initiated against any teacher in regard to the exercise of academic freedom.
 7. Administrative denial of a teacher request for transfer within or between school buildings.
 8. A District-initiated transfer within or between school buildings.
 9. Alleged unethical use of accumulated leave or any other leave policy.

2.7 Obligations of Parties to Agreement

- A. This Agreement shall constitute the full and complete commitment between both Parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the Parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual employee as defined in Article I, Section 1.1 H. shall be subject to and made subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.
- D. The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiations process. Therefore, it is agreed that the Association and the Board shall support this Agreement for its term.

Article III

Negotiations Process

1.1 Negotiating Procedures

- A. Nothing contained herein shall be construed to deny or restrict any certified employee's rights under the Constitution of the United States, Arizona Statutes, or other applicable laws or regulations.
- B. The process contained in this Negotiations Agreement is dependent upon mutual cooperation and good faith between the Board and the Association. Good faith negotiations does not compel either party to agree to or make concessions on any specific issue or proposal. The Board and the Association may, by mutual agreement, negotiate using an Interest Based process. If the Board and Association agree to use the Interest Based process, certain provisions of subsections *C*, *E*, and *O* within this section may be modified or set aside, and the definition of "Negotiation" as used in this agreement may be extended to the process of Interest Based Strategies.
- C. Each party shall designate its own negotiating representatives. One (1) member of each team shall act as spokesperson. Spokespersons may delegate speaking rights to team members as deemed appropriate during negotiations. Spokespersons shall serve alternately as chairperson at negotiating sessions. Each team may have its own recorder at the negotiating session or one (1) recorder may be used by mutual consent. The recording of negotiating sessions may be accomplished by mechanical means. If the parties agree to participate in an Interest Based process, speaking rights shall extend to all members of the various stakeholder group teams.
- D. Written requests for the initiation of negotiations between the Board and the Association shall be submitted by the initiating party to the respective president of the Board/Association. A written response shall be made within ten (10) working days of receipt of the request for initiating negotiations. A mutually acceptable meeting date shall be arranged by the spokesperson of each negotiating team, not to exceed thirty (30) calendar days following the request for negotiations. Negotiations shall not commence prior to January 15 unless both parties agree to an earlier date. If the parties agree to participate in an Interest Based process, representatives of each stakeholder group shall confer to determine an agreeable date for initiation of negotiations.
- E. At the initial meeting of the negotiating teams, the party requesting negotiations shall present its proposals. At the second meeting the other party shall present its proposals. In addition, counterproposals or additional proposals may be submitted by either team. Once both spokespersons reach agreement on the items that shall be on the negotiations agenda, no new items may be added. If the parties agree to participate in an Interest Based process, the preceding procedure shall be set aside in lieu of procedures that involve the identification of stories, interests, standards or criteria, options, straw designs and implementation plans.
- F. Negotiations shall be conducted in open session after the dates of such sessions have been duly called and advertised as required by law.

- G. Consultants may attend negotiating sessions as requested by either spokesperson. Consultants may be used to present reports or provide specific information to the negotiation teams. Upon conclusion of presentations, consultants shall retire from the negotiating table. If the parties agree to participate in an Interest Based process, a facilitator may be chosen to guide the process and provide feedback to the participants.
- H. Either spokesperson or stakeholder group may call a caucus at any time. A time limitation shall be established for each caucus by mutual agreement.
- I. Either spokesperson or stakeholder group may request a recess at any time. A mutually agreeable time will be set for continuing the session.
- J. The time and place of meeting shall be agreed upon by the spokespersons or stakeholder groups and shall normally be scheduled after the regular workday. If, by mutual consent of the Board and the Association or stakeholder groups, negotiations take place during the normal workday, negotiators shall be released from all regular duties without loss of pay.
- K. During negotiations, the negotiating teams shall present relevant data, exchange points of view, and make proposals and counterproposals. If the parties agree to participate in an Interest Based process, stakeholders shall use procedures that involve the identification of stories, interests, standards or criteria, options, straw designs and implementation plans as established in the Interest Based process.
- L. The Board and the Association recognize the right of each party to communicate with its respective constituency.
- M. Individual press conferences on negotiations may be held by either party as long as an invitation to attend is extended to the other party. Requests by the media to answer questions outside the regular press conferences may be honored by either party.
- N. The negotiating teams are empowered to create joint-study committees. The recommendations of such committees are advisory in nature and shall not be binding upon either party. Upon completion of study and submission of a written report to the spokesperson, stakeholder group, or Interest Based Strategies committee of each team, the joint-study committee shall be considered as dissolved.
- O. Tentative agreement on individual items reached during negotiations shall be reduced to writing, dated and signed by the spokesperson. Such tentative agreements shall be conditional upon the approval of the entire agreement by both parties. All tentative agreements are subject to approval by the members of the Board and Association. Each stakeholder group may seek approval of any part or all of the agreement at its own discretion. Final approval or ratification of the agreement shall be accomplished in the manner determined by each stakeholder group. Signing a contract for the calendar year covered by this agreement shall constitute for each employee implicit acceptance of the terms of this agreement. Signing a receipt for a copy of this agreement, or for amendments to the agreement negotiated in the current year, shall constitute for each employee's explicit acceptance of the terms of the agreement.

- P. When tentative agreements have been approved by the Board and the Association, a substantive agreement shall have been reached. It shall be signed by the presidents of the Board and the Association and shall be included in the official minutes of the Board. Thereupon, the agreement shall constitute School District policy for the subsequent school year.
- Q. Letters of agreement between the Board and the Association may be used to modify policy after the close of negotiations in order to address unforeseen or emergency situations. Such letters of agreement expire at the end of the year when they are signed and the concerns addressed in such letters of agreement must be brought to negotiations for discussion in the subsequent year if the situation continues beyond the term of the letter.

3.2 Impasse Procedures

- A. Impasse may be declared prior to March 15 only by mutual agreement of the parties. On March 15, or any date thereafter, either party may declare impasse. If impasse is declared, the president of the Board and the president of the Association shall be notified in writing by the party declaring impasse. Within ten (10) working days thereafter the parties shall submit those items in dispute to the Federal Mediation and Conciliation Board.
- B. A three (3) member arbitration panel will be appointed and hold its first meeting within the time limitations defined in A. One (1) member shall be appointed by the Association and one (1) member shall be appointed by the Board. The Association and the Board members of the arbitration panel shall be residents of the Flagstaff School District. The Federal Mediation and Conciliation Board shall be requested to furnish a list of arbitrators. The two (2) members already named by the Board and the Association shall select an arbitrator in accordance with the Federal Mediation and Conciliation Board rules.
- C. The format, dates and times of the hearings to be held will be determined by the arbitration panel. All hearings are to be conducted in open session in accordance with A.R.S. 38-431. The Association and Board shall pay all costs of their appointees. The costs of the third member and all other related costs including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the District and the Association. Arbitration hearings will be concluded within ten (10) working days.
- D. Within five (5) working days after the conclusion of arbitration hearings, the arbitration panel shall submit a report in writing to the Board and Association only and shall set forth in the report the findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor the Association.
- E. Within five (5) working days after receiving the report of the arbitration panel the negotiating teams shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the arbitrator no later than ten (10) working days after the meeting described above.

- F. In the spirit of good faith negotiations the Board agrees to give full and complete consideration to the recommendations of the arbitration panel and to make every effort to accept the recommendations. Recommendations rejected by the Board shall be responded to in writing to the Association stating the reasons for rejection. Recognizing that strikes, work stoppages and/or work slowdowns are inconsistent with current Arizona law, the Association agrees that it will make every effort to insure that these work actions are not imposed on the School District as a result of the Board's decision on the arbitrators' recommendations.

Article IV

Grievance Procedure

1.1 Purpose

- A. As problems arise, good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation.
- B. The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions to the claim of a grievant.
- C. Nothing contained herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted.

4.2 Time Limitations for Filing Grievances

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each grievance level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement between the grievant and the administrator at the appropriate formal level of the grievance procedure.

1.2 Grievance Procedure – Informal

- A. If an employee feels that he has a grievance he shall first discuss it informally with his principal.
- B. An aggrieved person shall have thirty (30) calendar days from the time he knew, or should have known, of the act or condition on which his claim is based to initiate a grievance. If not so presented, the grievance shall be considered as waived.

4.4 Grievance Procedure - Formal

- A. Level One - School Principal

1. If a grievant is not satisfied with the outcome of the informal grievance procedure, he may file a written grievance within five (5) working days following the principal's informal decision.
2. The written grievance shall be submitted to the grievant's principal.
3. The grievant and the principal shall hold a conference prior to the rendering of a decision by the principal.

B. Level Two - Superintendent

1. If the grievant is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered by the principal within seven (7) working days after the filing of the grievance, he may file the grievance in writing with the Superintendent within seven (7) working days after the decision at Level One or fourteen (14) working days after the grievance was presented, whichever is sooner.
2. Within five (5) working days after the receipt of the written grievance, the Superintendent shall schedule a hearing to take place. The grievant and any party-in-interest shall be given five (5) working days notice in writing of the time and place of the hearing.
3. The grievant, any party-in-interest, and the Superintendent shall have the right to include in the hearing such materials, witnesses, and representatives as they deem necessary to develop facts pertinent to the grievance and its disposition at Level One.
4. Upon conclusion of the hearing, the Superintendent shall have seven (7) working days to provide a written decision, together with the reasons for the decision, to the grievant and any party-in-interest.

. Level Three - School Board

1. If the grievant is not satisfied with the disposition of his grievance at Level Two, he may, within seven (7) working days after the decision is rendered or within fourteen (14) working days after the hearing with the Superintendent request in writing that his grievance be submitted to the School Board. Upon request for a Board hearing, a public meeting shall be duly noticed. In accordance with A.R.S. 38-431.03 the Board shall adjourn to executive session for the purpose of considering the employee's grievance. The Board shall reconvene in open session for the purpose of rendering decisions as may be required.
2. The Board, no later than its next regular meeting or twenty (20) working days, whichever shall be later, will hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. In giving such consideration, the Board and the grievant will be provided the written grievances from Levels One and Two, the written responses of the Level One and Two administrators, and any documents entered by either party during Level One and Two hearings. The grievant or his representative shall have the right to make a presentation to the Board summarizing the grievant's position.

3. Level One and Level Two administrators, the grievant, and any party-in-interest shall have the opportunity to be present during the Board's consideration of the grievance.
4. Disposition of the grievance by the Board shall be made in writing not later than fourteen (14) working days after the Level Three hearing. Copies of the Board's written decision shall be furnished to the grievant, any party-in-interest, and Level One and Level Two administrators.

4.5 Right of Grievant to Representation

- A. A grievant may choose to be represented at all stages of the grievance procedure by any one or more of the following options: (1) himself, (2) another individual, (3) legal counsel of his own choosing, (4) a representative of the Association.

4.6 Rights of Association to Representation

- A. At all stages of the grievance procedure, the Association shall have the right to representation as a party-in-interest if it so determines unless the grievant objects to or denies the presence of such representation.
- B. Unless denied by a grievant, the Association as a party-in-interest shall have the right to present and state its views at all stages of the grievance procedure.

4.7 Association Grievances

- A. If, in the judgment of the Association, a grievance affects a group or class of employees comprising its membership, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall be commenced at Level Two.
- B. In matters dealing with alleged violations of Association rights, the grievance shall be initiated by the Association at Level Two.

4.8 Miscellaneous Provisions

- A. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party-in-interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- B. All meetings and hearings under this grievance procedure shall include the grievant, other parties-in-interest and their designated representatives as heretofore referred to in this procedure. Such meetings shall be conducted in private to the extent possible in conformance with the Arizona Open Meeting Law.
- C. Forms for filing grievances shall be available at the building level, District administration office or from the Association.
- D. A grievance may be withdrawn at any level without prejudice or record.

- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.
- F. The Board and the Superintendent shall cooperate with a grievant in its investigation of any grievance and shall furnish the grievant such information, if available, as is requested or required for the processing of any grievance.
- G. If the Board and the Association mutually agree that the investigation or processing of a grievance requires that a grievant or an Association representative be released from regular duties, there shall be a release without loss of pay or benefits.
 - 1. APPENDIX "A" - Level One Grievance Form
 - 2. APPENDIX "B" - Level Two Grievance Form
 - 3. APPENDIX "C" - Level Three Grievance Form

Article V

Effective Date, Duration, and Legality of Agreement

5.1 Legality of Agreement

- A. If any section or part of this Agreement is held to be contrary to law due to legislative changes, ruling of a court of competent jurisdiction, attorney general rulings, and the like, the remainder of the Agreement shall not be affected thereby.

5.2 Legality of Board Policies, Rules, Regulations and Practices Not Included in Agreement

- A. Except as this Agreement otherwise provides, all terms and conditions of employment in effect at the time this Agreement is ratified, as established by the rules, regulations, practices and/or policies of the Board in force on said date, shall continue to be so applicable.

5.3 Effective Date and Duration of Agreement

- A. This Agreement was made and entered into the 7th day of June, 1994, by and between the Governing Board, Flagstaff Unified District Number One, Coconino County, Arizona and the Flagstaff Education Association. This document shall remain in full force and effect until such time as the agreement may be changed through the negotiation process as outlined above or by mutual agreement.

5.4 Reopening Negotiations

- A. No negotiations shall take place between the parties to this agreement during the duration of the agreement except as outlined above or by mutual agreement.

President Flagstaff Governing Board

President Flagstaff
Education Association

Adopted: date of manual adoption