

NEGOTIATED AGREEMENT  
BETWEEN THE  
LOWER KUSKOKWIM SCHOOL DISTRICT  
AND  
LOWER KUSKOKWIM NEA  
(representing the Teachers)  
July 1, 2008 through June 30, 2011

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## **PREAMBLE**

This agreement is made and entered into, by and between the Board and the Association, and shall become effective July 1, 2008, unless otherwise set forth in the tentative agreement document dated November 21, 2008.

Whereas the parties have reached certain understandings which they desire to confirm in the Agreement,

It is hereby agreed as follows:

## ARTICLE I - DEFINITIONS

- A. Board: The school board of the Lower Kuskokwim School District.
- B. District: The Lower Kuskokwim School District.
- C. Association: The Lower Kuskokwim NEA
- D. Superintendent: The Superintendent of the Lower Kuskokwim School District or his/her designee.
- E. Teacher: All certificated staff members employed by the District except the Superintendent, Assistant Superintendents, Directors, LKAA members, Administrative Assistant, Coordinator of T.A.I., and any other certificated positions which may be established which supervise and/or evaluate LKNEA bargaining unit members.
- F. Day: Calendar day except as otherwise specified in this Agreement.
- G. Agreement: This document and all provisions herein.

## **ARTICLE II - MANAGEMENT RIGHTS**

All of the functions, rights, powers, and authority of the Board not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Board including the right to make final decisions on policies.

## ARTICLE III - NEGOTIATIONS

### **A. *Inauguration of Negotiations***

1. Either the Board or the Association may inaugurate negotiations by giving written notice to the other on or before January 31 of the school year during which the agreement expires. Said notice shall be deemed to have been given when given in writing and delivered by certified mail or hand delivered from the Superintendent to the Association President or from the Association President to the Superintendent.
2. By February 15<sup>th</sup>, the parties shall exchange proposals. The proposals shall be limited to Article 15 and Article 17, and eight (8) other items of their choosing. This exchange shall occur at a mutually agreed time and place. By March 1<sup>st</sup>, the initial bargaining session shall take place.\*
3. Any agreements reached shall be reduced in writing, and if ratified by the Board and the Association, shall be signed by the designated officers of the Board and the Association.

### **B. *Negotiation Ground Rules***

1. Negotiation teams shall be limited to five members. Consultants may be used by either party.
2. The time and place of all negotiation sessions must be mutually agreed to by both parties.
3. Each negotiation's team upon request shall, as soon as is practicable, make available to the other team specific items of public information in their possession pertinent to the negotiations process. The cost of duplicating requested material shall be borne by the requesting party at the rate of twenty-five cents (\$0.25) per sheet.
4. In the course of each session, any tentatively agreed to items shall be described, dated, and initialed by the spokesperson from each team.
5. The District will allow a maximum of twenty-five (25) person work days leave with pay for the combined Association negotiating team. This total leave with pay is for members of the negotiating team to attend table negotiations contingent upon the condition that if no agreement is reached during the school year the Association commits itself to be available for negotiations during the summer.

6. Any agreement reached through the aforementioned procedure shall be reduced to writing, and if ratified by the Board and the Association, shall be signed by the properly designed officers of the Board and of the Association. Both parties shall ratify or reject the agreement within ninety (90) days of the conclusion of negotiations.
7. In the event that negotiations occur during the term of this agreement that alter a portion or portions of the Agreement to be effective prior to its expiration date, such amendments shall become a part of the Agreement.
8. The District and the Association shall, upon request, provide each with copies of any transcripts or written minutes, formal or informal, of the negotiating sessions which may be used by either party to augment testimony as to the intent or meaning of the provision of this Negotiated Agreement. This does not require either party to present the other party with notes prepared for internal use in the development of the party's strategy. Acceptance of possession of such minutes and/or transcripts does not obligate either party to accept their accuracy.

**C. *Impasse Resolution***

1. Impasse resolution shall occur as provided in Alaska Statutes.
2. The expenses and fees of any mediator or advisory arbitrator shall be borne equally by the parties, unless borne by the State or agency conducting such service. The advisory arbitrator may be chosen by mutual agreement of the parties. If no mutually agreeable arbitrator is chosen, the procedures of the American Arbitration Association shall be used.

\*Consistent with the LKNEA classified bargaining notes dated 12/3/03, "eight (8) other items" means eight (8) other single topics. Topics are not articles. Topics are within articles. As examples, annual leave is a topic; personal leave is another topic; voluntary transfers is a topic; involuntary transfers is a topic; notice of non-retention is a topic; rents is a topic; assignment of units is a topic.

## ARTICLE IV - GENERAL CONDITIONS

### **A. *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 enjoined by such a court, the remainder of this Agreement shall not be affected thereby and the parties shall meet within twenty (20) days of any such order of the court to determine if modifications to said article or part of this Agreement can be made which will maintain the original intent of said article or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose alone.

### **B. *Code of Ethics***

The Board shall furnish each teacher with a copy of the PTPC Code of Ethics if such copies are provided to the District for distribution.

### **C. *Distribution***

The Board shall distribute copies of this Agreement to all teachers employed by the District. In addition, the Board shall provide the Association with twenty (20) extra copies each year.

### **D. *Statutes and Regulations***

The Board will make available for reference through a link on the LKSD Home Page, copies of the Compiled School Laws of Alaska and the Regulations of the Alaska Department of Education.

### **E. *Duration***

This Agreement, which expressly supersedes the provisions of any previous negotiated agreement, is the sole and complete agreement between the parties. This Agreement shall be effective July 1, 2008, unless otherwise set forth in the tentative agreement document dated November 21, 2008, and shall remain in effect until June 30, 2011.

## **ARTICLE V - ASSOCIATION RIGHTS**

### **A. *Association Recognition***

1. The Board recognizes the Lower Kuskokwim NEA as the exclusive bargaining agent for the certified teachers.
2. Challenges of the Association's rights, obligations, and status as the exclusive bargaining agent shall be made in accordance with the Public Employment Relations Act.

### **B. *Inter-School Mail***

1. The Association shall have the use of the interschool mail system, including the faculty mailboxes, for communicating with teachers. The Association further agrees that all Association-originated communications shall be distributed by an Association representative, and that any postage required for Association communications be provided by the Association.

### **C. *District Facilities and Equipment***

1. The Association shall be permitted reasonable use of District facilities when not otherwise needed for school use. The Association shall be permitted to use school buildings for its meetings for no fee. No such meeting shall be held which requires teachers to leave their duty stations prior to the end of the normal working day. The local school administrator shall be notified twenty-four (24) hours in advance of the time and place of all such meetings.
2. The Association shall be permitted reasonable use of school typewriters, computers and computer equipment, video-conferencing equipment, facsimile machines, mimeographing machines, and other duplication equipment when such equipment is not otherwise in use by the District, provided however that the use of computers or computer equipment in administrative offices shall only be allowed with the approval of the Administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to its use of such equipment, including facsimile phone charges. Any additional labor costs for use of video-conferencing equipment shall be paid for by the Association.
3. The Association shall be permitted to post notices and other materials on designated bulletin boards in school facilities.

**D. Association Leave**

1. The Board shall grant one day of Association leave for each day or portion thereof in which the Board meets in work or regular session providing that an Association member attends such meetings and that the teacher attending would otherwise be on duty. Under the same conditions, the Board shall grant one day of Association leave for each day or portion thereof in which the Board meets in special session, if after considering the purpose of the special session, the Association determines it reasonable to have an Association member attend and the Association requests Association leave for that purpose from the Superintendent, and the Superintendent determines it reasonable to have an Association member attend the special meeting in light of the specified purpose of that special meeting.
2. The Board shall grant each school year twenty-five (25) additional days of leave with pay for teachers to participate in Association business. Requests for such leave shall be made in writing to the Superintendent, and shall include the name(s) of the teachers to be on Association leave and the specific dates involved.
3. In the event that a teacher traveling within the LKSD to attend a Board meeting or a grievance hearing as outlined above is prevented from returning to his/her duty station by bad weather conditions, that teacher shall be granted administrative leave if the teacher reports for duty to the Superintendent or his/her designee.  
  
The same rule shall apply if a teacher attending a Board meeting as the Association's selected representative remains in a community in which the Board meeting is being held during a recess of such meeting for up to twenty-four (24) hours. However, such rule shall not apply if the teacher in question works in a school located in the community in question.
4. The Superintendent may grant leave without pay for teachers to participate in Association activities other than the above.
5. A teacher who will be on Association leave will notify his/her immediate supervisor not less than three days in advance of such leave. This requirement will be waived by the administrative supervisor in cases of special Board meetings or other extenuating circumstances which do not allow for such prior notification.
6. Association leave may not be utilized during in-services that are calendared by the site and/or District prior to the end of the school day on the Friday before Labor Day, unless such in-services are scheduled during the NEA-Alaska's delegate assembly, president's conference, or issues conference.

**E. Teacher Rights**

The Board shall not discriminate against any teacher on the basis of membership or activities in the Association.

**F. Membership Dues**

1. The Board shall deduct annual Association dues in equal monthly installments from the pay of any and all teachers who have authorized such a deduction ending with the May paycheck. A signed Association membership form which authorizes said deduction shall be utilized for this purpose. The Association membership form shall include a statement that said deductions shall continue from year to year without further authorization unless revoked consistent with the terms of paragraph below.
2. Upon submission of said Association membership form, payroll deductions shall commence with the next payroll. The Association dues shall be deducted in equal monthly installments as determined by the number of months commencing from the next monthly payroll after the submission date to May. These deductions as revised annually pursuant to paragraph 3 below shall continue from year to year without further authorization from the teacher, except that teachers may revoke their authorization as of September 1 of any calendar year by giving written notice to that effect by September 30 of that year. If for any reason, excepting death, or leave of absence due to illness, employment is terminated, amounts still owing under the authorization shall be deducted from the teacher's final pay.
3. The Association president shall inform the Superintendent, in writing, by September 1, of each year of any changes in annual united teaching profession dues.
4. The amount deducted each month shall be promptly remitted to the Association.
5. Save-Harmless. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability against the District which arise out of the District's compliance with this provision. The District shall notify and tender the defense to the Association within fifteen (15) days of receiving any complaint regarding the enforcement of this provision. If the District fails to notify the Association within fifteen (15) days, the Association's obligation under this provision shall be void.

## ARTICLE VI - TRANSFERS AND ASSIGNMENT

### A. *Voluntary Transfers*

1. a. District teachers will be given first consideration on the basis of their experience, employment history, qualifications and length of service with the District to transfer to any teacher position within the District which at the end of the school year is vacant for the next school year.
- b. District teachers who have applications or transfers on file with the District shall automatically receive consideration for transfer to a position that becomes vacant during the school year if at least one-half the school year remains, and be so advised.
2. a. In anticipation of positions coming vacant, teachers desiring transfers may leave a written application stating this at the District Office prior to openings becoming available and such teachers will be considered automatically without further action on their part.
- b. The District shall post notice of vacancies or new position announcements as they become known for the last half of the current year and for the subsequent school year at each site.
3. A teacher who leaves such written application at the District Office pursuant to paragraph 2 above, shall be required to inform the District that he/she wishes to withdraw such written application. If the District accepts the teacher's request for voluntary transfer based upon an application submitted pursuant to paragraph 2 above, prior to receiving written notice of the withdrawal of said application, such transfer shall be effected and shall be deemed "voluntary."
4. In the event that more than one teacher applies for a vacancy under the provisions of this Section A-1a, consideration for the vacancy will be given to District applicants in the order of their length of service with the District. If District applicant(s) is (are) rejected for the vacancy and the District employs a new teacher, each District applicant shall be notified in writing of the reason or reasons he/she was not selected with reference specifically to the criteria of consideration set forth in Section A-1a above.
5. In the exercise of its discretion to select from among applicants for a vacancy, the District shall do so by a consistent and non-discriminatory application of the criteria of consideration set forth in Section A-1a above.

### B. *Involuntary Transfers*

1. District Initiated Transfers for Program or Enrollment Reasons

The Association recognizes that the fulfillment of the Board's legal responsibilities and duties may necessitate involuntary transfers. However, the District shall not arbitrarily or capriciously invoke an involuntary transfer.

2. District Initiated Transfers During the School Year for Community Generated Reasons

The Association recognizes that on occasion situations develop in a community whereby the effectiveness of a teacher is severely impaired as a result of animosity between the teacher(s) and a member(s) of the community. In such situations, after good faith efforts to resolve the disputes have failed, the teacher may be involuntarily transferred to another site.

3. Conditions Applying to Involuntary Transfers

- a. Notice of an involuntary transfer shall normally be given no later than April 15. However, that date may be exceeded only in the event of unforeseen circumstances for which there is no reasonable alternative. Provided, however, that the teacher must advise the Superintendent of any reasonable alternative of which he/she is aware.
- b. An involuntary transfer will be made by the District only after a consultation has occurred between the teacher and the Superintendent. The teacher shall receive written reasons for the transfer.
- c. All reasonable moving expenses related to the involuntary transfer shall be borne by the District.
- d. No teacher couple shall be separated through an involuntary transfer.
- e. If a teacher is involuntarily transferred, he/she may terminate his/her individual contract without penalty or liability with two (2) weeks of the written notification of any such involuntary transfer or the teacher may elect to be placed on a one-year leave of absence. If the written notification given pursuant to paragraph 3.a. above does not set forth a school location, the two (2) weeks shall not begin to run until the teacher is given written notification of the new school location.
- f. In place of the Article XIX grievance procedure, the following expedited grievance procedure shall be used if an involuntary transfer is grieved. A written grievance must be delivered to the Superintendent within three (3) working days of receipt of the notice of an involuntary transfer. The Superintendent shall hold the equivalent of a Level II grievance hearing

within five (5) working days of receipt of the written grievance. The Superintendent shall issue a written decision no later than three (3) days after the end of the hearing.

If the Superintendent decides to uphold the involuntary transfer/deny the grievance, expedited binding arbitration will take place provided the grievant notifies the Superintendent in writing of an appeal to arbitration within three (3) days after receiving the written decision of the Superintendent.

Representatives of the District and the Association will meet in January of each year and agree to a list of arbitrators. Each arbitrator on the list must agree to hold a hearing, if necessary, in Bethel prior to May 9th and to issue a decision within six (6) days after the end of the hearing. The parties will select an arbitrator from the list by either mutual agreement or by the strike method. Unless delays in the process are attributable to the district, the involuntary transfer shall occur even if an arbitrators decision has not been rendered prior to the effective date of the involuntary transfer.

### ***C. Issuance of Individual Teacher Contracts***

1. Individual teacher contracts for tenured teachers shall be issued by the Board on or before March 30. Individual teacher contracts for non-tenured teachers shall be issued by the Board on or before the last day of the school term.
2. Individual teacher contracts shall be returned to the Superintendent within thirty (30) days of receipt of such contract or the offer of employment shall be null and void. If the teacher contract is returned by mail, it must be postmarked within the thirty (30) day period set forth above.
3. Individual teacher contracts shall include all provisions required by Alaska Statutes and Department of Education Regulations.
4.
  - a. The individual teacher contracts will provide for school location, and in Bethel, school name.
  - b. For an individual teacher contract to be issued with the location left open the provisions of Section B of this Article must be followed, the teacher must be returning from a long term leave of absence, or the teacher is a new hire.
5. A teacher may resign without prejudice or penalty if such resignation occurs prior to April 1.

**D. Transfer of Districts**

1. In the event a District site(s) withdraws from the District to form an independent school district, the teachers assigned to the site shall, upon request and consistent with A.S. 14.20.147, be given consideration for any vacant position with the District in accordance with the voluntary transfer provisions of this Article. Such a right shall extend from the date of the withdrawal of the site from the District to the first day of the first school year that the withdrawn site(s) operates independently of the District. Also, this provision shall apply to any teacher(s) RIF'ed by the withdrawing district during its first year of operation.
2. Teachers assigned to the withdrawing site will not be involuntarily transferred by the District from that site between the date of the election to withdraw and the date the new district begins operation (effective date of the withdrawal).

A teacher who is assigned to a withdrawing site for fifty (50) percent or more of his/her contract time shall be considered at that site for purposes of Section D.

## **ARTICLE VII - TEACHER EVALUATION**

The Board shall adopt a teacher evaluation system in accordance with the requirements of AS 14.20.149 and supporting regulations. Teachers will be evaluated in accordance with the Board adopted evaluation system.

## **ARTICLE VIII - PERSONNEL FILES**

- A. Permanent Personnel (201) files shall be maintained in the District administrative office. A teacher's personnel file shall be available for inspection by the teacher or his/her designee by appointment. No material in the file shall be copied and disseminated for other than District administrative use without the prior written approval of the teacher. Upon request, a teacher shall be provided copies of his/her 201 file at duplicating cost.
- B. Material which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in his/her file unless the teacher has had an opportunity to read and respond to the material. Any such response shall become part of his/her permanent personnel file.
- C. Unofficial unit files may be kept in individual schools. Such files are available for inspection by the teacher upon appointment. Material which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's unit file.
- D. Information entered in a 201 file which is later proven through the grievance procedure to be false will be removed. However, for the purpose of this specific section, a teacher may not grieve the validity of the professional judgment made by a supervisor in the preparation of a written evaluation.

## ARTICLE IX - TEACHER RIGHTS

### **A. *Academic Freedom***

1. In accordance with prescribed District curriculum, teachers are free to present instructional materials which are pertinent to the subject and level taught. Teachers shall also be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study if all facts concerning controversial issues are presented in a scholarly manner and all discussions are pedagogically justifiable. This Article does not limit the right of the Board to establish and modify District curriculum in accordance with its policies governing the same.
2. It is recognized that academic freedom is subject to such parameters as established by law, Department of Education Regulations, and the Code of Ethics of the Professional Teaching Practices Commission.

### **B. *Protection from Assault and Vandalism***

Any employment related criminal conduct directed against a teacher or a teacher's family shall be reported by the teacher to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher including but not limited to reporting the criminal conduct to law enforcement and other appropriate governmental agencies. Administrative leave may be granted to testify or seek medical attention.

### **C. *Personal Freedom***

In accordance with A.S. 14.20.095, the Board and the Association recognize the rights of a teacher to engage in comment and criticism outside school hours, regarding school personnel, members of the governing body of any school or school district, any other public official, or any school teacher, to the same extent that any private individual may exercise the right.

### **D. *Student Discipline***

1. The Board recognizes the concern of teachers that students who violate the District's Student Discipline Code may not be disciplined in an appropriate and timely fashion in accordance with Board policy. Therefore, the Board will review, in a timely manner, documented allegations that appropriate and timely

disciplining of students is not occurring and will, in its discretion, take appropriate action.

2. Site administrators will meet with teachers at each site annually to review building disciplinary standards and procedures.

**E. *Teacher Protection***

The Board recognizes that teachers want to know if students in their class(es) have previously acted in a manner which would lead a teacher or administrator to reasonably believe that the student is a danger to himself/herself, to other students, or to staff. Therefore, to the extent allowed by law, and consistent with the privacy rights of students and their parent(s)/guardian(s)/custodian(s), the District will make reasonable efforts to notify teachers of known, timely, and documented information that a student in their class(es) has acted in the manner described above.

**F. *Telephone Provided***

Each building containing classroom(s) shall have a telephone with an outside line.

## ARTICLE X - EMPLOYMENT PRACTICES

### **A. *Notice of Non-Retention***

All tenured teachers shall be automatically rehired if not notified of non-retention prior to March 16. Non-tenured teachers shall be automatically rehired if not notified of non-retention on or before the last day of the school term.

### **B. *Discipline***

For all disciplinary matters not covered in Section C-1,2, and 3 of this Article, no teacher will be disciplined without just cause. In addition, involuntary transfers are not covered by this section.

### **C. *Suspension, Dismissal, Non-Retention***

Suspension, dismissal, and non-retention actions shall be in accordance with A.S. 14.20.175 and 14.20.180. For the purposes of providing reference to those statutory provisions, they are set forth below in their entirety. However, the incorporation into this Negotiated Agreement of those statutory provisions is not intended to, nor does it afford to the teachers rights in addition to those contained in those statutory provisions, such as rights to grieve actions taken pursuant to those statutes.

1. Dismissal (A.S. 14.20.170)
  - a. A teacher, including a teacher who has acquired tenure rights, may be dismissed at any time for only the following causes:
    - 1) incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;
    - 2) immorality, which is defined as the commission of an act that, under the laws of the State, constitutes a crime involving moral turpitude; or
    - 3) substantial noncompliance with the School Laws of the State, the Regulations or Bylaws of the Department, the Bylaws of the District, or the written rules of the Superintendent.

- b. A teacher may be suspended temporarily 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 A.S. 14.20.180.
- c. A teacher who was dismissed under this section is not entitled to a plan of improvement under AS 14.20.149.

2. Non-Retention (A.S. 14.20.175)

- a. A teacher who has not acquired tenure rights is subject to non-retention for the school year following the expiration of the teacher's contract for any cause which the employer determines to be adequate. However, at the teacher's request, the teacher is entitled to a written statement of the cause for non-retention. The boards of city and borough school districts and regional educational attendance areas shall provide by regulation or bylaw a procedure under which a non-retained teacher may request and receive an informal hearing by the Board.
- b. A teacher who has acquired tenure rights is subject to non-retention for the following school year only for the following causes:
  - 1) The school district demonstrates that (A) the district has fully complied with the requirements of AS 14.20.149 with respect to the tenured teacher; (B) the teacher's performance, after completion of the plan of improvement, failed to meet the performance objectives set out in the plan; and (C) the evaluation of the teacher established that the teacher does not meet the district performance standards;
  - 2) immorality, which is defined as the commission of an act that, under the laws of the State, constitutes a crime involving moral turpitude; or
  - 3) substantial noncompliance with the School Laws of the State, the Regulations or Bylaws of the Department, the Bylaws of the District, or the written rules of the Superintendent.

3. Procedures upon Notice of Dismissal or Non-Retention (AS 14.20.180)

- a. Before a teacher is dismissed, the employer shall give the teacher written notice of the proposed dismissal and a pretermination hearing. A pretermination hearing under this section must comport with the minimum requirements of due process, including an explanation of the employer's evidence and basis for the proposed dismissal and an opportunity for the teacher to respond. If, following a pretermination hearing, an employer determines that dismissal is appropriate, the employer shall provide

written notice, including a statement of cause and a complete bill of particulars, of the decision. The dismissal is effective when the notice is delivered to the teacher.

- b. An employer that has decided to nonretain a tenured teacher shall provide the teacher with written notice, including a statement of cause and a complete bill of particulars. The notice must comply with AS 14.20.140(a).
- c. Within 15 days after receipt of a decision of dismissal under (a) of this section or nonretention under (b) of this section, a teacher may notify the employer in writing that the teacher is requesting a hearing before the school board under (d) of this section or that the teacher is invoking the grievance procedures under (e) of this section.
- d. Upon receipt of a request for a hearing, the employer shall immediately schedule a hearing and notify the teacher in writing of the date, time, and place of the hearing. The teacher may elect to have either a public or a private hearing, and to have the hearing under oath or affirmation. The parties have a right to be represented by counsel and to cross-examine witnesses. The teacher has the right to subpoena a person who has made statements that are used as a basis for the employer's decision to dismiss or nonretain. A written transcript, tape or similar recording of the proceedings shall be kept. A copy of the recording shall be furnished to the teacher, for cost, upon request of the teacher. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing and must contain specific findings of fact and conclusions of law. A copy of the decision shall be furnished to the teacher within 10 days after the date of the decision. If the school board sustains the dismissal or nonretention, the teacher may appeal the decision to the superior court for judicial review based on the administrative record.
- e. Upon receipt of a notice invoking the grievance procedures, the school board shall immediately schedule an informal hearing and notify the teacher in writing of the date, time, and place of the hearing. The hearing is for the purpose of reviewing the statement of cause and bill of particulars and not for the purpose of taking evidence. The teacher may choose whether the informal hearing is held in public or in private. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing. The board shall promptly furnish a copy of the decision to the teacher. If the board sustains the dismissal or nonretention, the teacher may, within 15 days after receipt of the decision, give written notice to the school board and submit the matter to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator is final and binding

on the school board, the teacher, and the bargaining organization representing the teacher, if any. If the school board and the teacher agree, they may waive the informal hearing under this subsection and submit the matter directly to arbitration.

4. Non-Tenured Teacher Procedure Upon Notice of Non-Retention

A non-tenured teacher who is non-retained may request an informal hearing before the Board. Such request shall be in writing within fifteen (15) working days of receipt of the written notice of non-retention. The informal hearing shall be held by the Board within thirty (30) days of receipt of the request for an informal hearing. The informal hearing will be held in the teacher's assigned village, unless the parties mutually agree to a different hearing location.

The informal hearing may be open or closed at the teacher's request. The teacher may be represented by counsel and may present and examine witnesses for the purpose of contesting the non-retention. Such witnesses shall be sworn. The teacher may examine witnesses presented by the District, if any. The teacher shall advise the District in his/her request for an informal hearing if he/she will be represented by counsel and the names of any witnesses he/she plans to present at the informal hearing. A written transcript, tape, or similar recording of the proceedings shall be kept. Transcribed copies shall be furnished to the teacher for cost upon his/her request. The vote shall be taken by roll call. Written notice of the Board's decision shall be furnished to the teacher within ten (10) days of the date of the informal hearing and shall include the basis for the decision.

5. Notification and Due Process

No data shall be used in any adverse personnel action against a teacher unless the teacher has been notified of the matter in a timely manner and given a reasonable opportunity to improve where practicable and/or appropriate.

## ARTICLE XI - REDUCTION IN FORCE

In implementing a layoff plan pursuant to AS 14.20.177, set forth below, the District, for legitimate program reasons, may give priority consideration to Alaska Native teachers as long as such consideration is consistent with Alaska law and Title VII of the 1964 Civil Rights Act.

**§ AS 14.20.177. Reductions in force.** (a) A school district may implement a layoff plan under this section if it is necessary for the district to reduce the number of tenured teachers because

(1) school attendance in the district has decreased; or

(2) the basic need of the school district determined under AS 14.17.410(b)(1) decreases by three percent or more from the previous year.

(b) Before a school district lays off any tenured teacher, the school board shall adopt a layoff plan. The plan must identify academic and other programs that the district intends to maintain in implementing the layoff plan. The plan must also include procedures for layoff and recall of tenured teachers consistent with this section.

(c) Except as provided in this subsection, a school district may place a tenured teacher on layoff status only after the district has given notice of nonretention to all nontenured teachers. However, a school district may retain a nontenured teacher and place on layoff status a tenured teacher if there is no tenured teacher in the district who is qualified to replace a nontenured teacher. The school district shall comply with the notice requirements set out in AS 14.20.140 in placing a tenured or nontenured teacher on layoff status.

(d) For purposes of this section, a tenured teacher is considered qualified for a position if the position is in

(1) grades K-8 and the teacher has an elementary endorsement;

(2) an established middle school and the teacher has

(A) an elementary endorsement

(B) a middle school endorsement; or

(C) a secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards; or

(3) grades 9 – 12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards.

(e) For a period of three years after layoff, a teacher is on layoff status and is entitled to a hiring preference in the district where the teacher had been employed. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. If a teacher is offered a teaching position under this subsection and the teacher declines the offer or fails to accept it within 30 days, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the teacher declines the offer

because the teacher is contractually obligated to provide professional services to another private or public educational program.

(f) Notwithstanding any provision of AS 23.40, the terms of a collective bargaining agreement entered into between a school district and a bargaining organization representing teachers on or after the effective date of this section may not be in conflict with the provisions of this section.

(g) A teacher on layoff status is not entitled to be reemployed under AS 14.20.145 and does not accrue leave. However, layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.

(h) In this section, “school district” or “district” means a city or borough school district or a regional educational attendance area. (§ 10 ch 31 SLA 1996).

## ARTICLE XII - LEAVES

Except as specified below, a teacher shall request leave from his/her immediate supervisor not less than seven (7) days in advance. The request shall be in writing, setting forth the type of leave requested. The supervisor shall respond in writing within three (3) days of receipt of the request. One (1) day prior to the time of the leave date, the teacher shall provide adequate lesson plans for use by a substitute teacher.

Each teacher shall be furnished a current individual leave audit report in September.

### A. *Compensated Leaves*

#### 1. Sabbatical Leave

Sabbatical leaves, as established in A.S. 14.20.180-.350, may be requested.

- a. The Board shall continue to pay the District's portion of the teacher's retirement contribution to the Alaska Teacher's Retirement System for the duration of the teacher's sabbatical and will provide the teachers with all insurances.
- b. The Board shall pay whatever stipend has been mutually agreed to through the sabbatical application process, except that the stipend shall be not less than Ten Thousand Dollars (\$10,000).

#### 2. Sick Leave

Sick leave shall be utilized only for illness of the teacher, for illness in the teacher's immediate family residing in the household, or for illness of other regular household members. It shall not be utilized for routine dental and physical examinations, except for one (1) day of sick leave may be utilized for purposes of acquiring a physical examination required for employment. Yearly accumulation of sick leave shall be available as of the first contract day of the school year, any teacher who does not complete his/her contract will have any excess payment made for used sick leave beyond that accrued deducted from his/her final pay. Except in the case of an emergency, a teacher shall report impending sick leave to the immediate supervisor not less than thirty (30) minutes prior to the time the teacher is scheduled to report to work. Sick Leave shall not be utilized attached to school vacation periods for elective procedures or treatments that could have taken place during the vacation period.

#### 3. Emergency Leave

The Board agrees to grant for a maximum of seven (7) days leave chargeable to sick leave for death or serious illness in the immediate family. An additional two (2) days for leave travel purposes shall be granted to village teachers. For purposes of this item, one's immediate family includes a teacher's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, and any other members as required by the Alaska Family Leave Act.

4. Court Leave

- a. If a teacher is obliged to be absent from duty "under an order of any court or competent jurisdiction, either as a witness or juror, or similar circumstances," the teacher shall be granted leave with pay as provided in 4 AAC 09.020(b). The teacher shall remit to the District any stipend/fee received for such service.
- b. If a teacher is required to appear in court as a defendant as a result of an on-the-job occurrence, the Board agrees to provide the teacher administrative leave for the court appearance(s). In the event that the teacher is found guilty, the leave will be charged to leave without pay and appropriate salary deduction will be made.

5. Maternity Leave

A teacher shall be granted maternity leave upon request for a period not to exceed a total of twelve (12) weeks immediately before and/or immediately following delivery. This leave shall be charged first to sick leave and then to leave without pay.

6. Paternity Leave

A teacher shall be granted upon request five (5) days leave to be with his partner near the time of delivery. Such leave shall be charged first to sick leave and then to leave without pay.

7. Military Training Leave

A teacher who is a member of a reserve component of the US Armed Forces or National Guard shall be granted leave with pay on all days during which he/she is ordered to training duty. Such leave shall not exceed sixteen and one-third (16-1/3) working days in one work year. Any salary or stipend earned by the teacher from the US Armed Forces or National Guard during said leave of absence shall be paid by the teacher to the District.

8. Personal Leave

Personal leave shall accrue at the rate of one (1) day for each two consecutive quarters that the teacher is employed with the District during the school year, cumulative to a maximum of eight (8) days. The teacher must be on paid status for a minimum of seventy (70) days during those two consecutive quarters. The teacher's anticipated yearly accumulation of personal leave days shall be available as of the teacher's first contract day of the school year, provided that any teacher who does not complete his/her contract will have any excess payment for used personal leave beyond what has been accrued, deducted from his/her final pay. Provided further that no more than three (3) consecutive days of personal leave shall be utilized at one time.

Personal leave may not be utilized on the first or last working day of the school year or tandem to a holiday or vacation except in the case of travel delays caused by factors beyond the control of the teacher. Additionally, personal leave may not be utilized during in-services that are calendared by the site and/or District prior to the end of the school day on the Friday before Labor Day, unless extenuating circumstances or a compelling need mandates the use of such personal leave.

Written notification shall normally be presented to the supervisor no less than twenty-four (24) hours in advance of the impending leave. One-hour prior verbal application shall be acceptable in the event of extenuating circumstances.

A teacher may elect to cash out his/her earned personal leave at the teacher's current per day salary rate. Any personal leave in excess of eight (8) days will be automatically cashed out at the teacher's current per day salary rate, in the teacher's first paycheck of the school year.

9. Administrative Leave

Administrative leave with pay for reasons not specified above including attendance of a teacher at professional conferences, may be granted by the Superintendent.

**B. Non-Compensated Leaves**

1. General Provision

A teacher on unpaid leave shall be allowed to purchase life and health insurance through the District's insurance carriers, by paying to the District the health insurance cost per C.O.B.R.A., and the life insurance premium charged to the District by the carrier.

2. Short Term

The Superintendent may grant leave without pay to a teacher for emergency, personal, or family business which requires the teacher's absence. Short term leave shall not exceed ten (10) days in one work year except in extenuating circumstances. The seven (7) day prior notification requirement shall be waived if such prior notice is not possible.

3. Long Term

- a. The Board may grant a teacher a leave of absence during the work year, without pay, for personal, medical, or educational reasons.
- b. A teacher may be granted a leave of absence without pay for the ensuing year for medical, personal, or educational reasons. Written application shall be filed with the immediate supervisor no later than March 1st. The Board shall take action on the request at its regular March meeting and shall notify the teacher in writing of its decision within ten (10) days. Upon expiration of the leave of absence, the teacher shall be guaranteed an assignment with the District. Unless he/she chooses otherwise, the tenured teacher shall be reassigned to the position which he/she left at the commencement of educational leave, if that position still exists and if it becomes vacant between March 15th and the beginning of the next school year. Involuntary assignment to a community other than the one from which the teacher commenced the leave shall be under the conditions of an involuntary transfer.
- c. Approved leaves do not constitute a break in service for retirement purposes or for the maintenance of tenure. Upon return to duty at the expiration of approved leave, sick leave accumulated at the commencement of leave shall be restored.

## ARTICLE XIII - SICK LEAVE BANK

### **A. Establishment**

1. The Board shall establish a sick leave bank for all District teachers. Each teacher new to the District shall be assessed one day of non-refundable sick leave during the first payroll period of employment.
2. In the event that the bank balance falls below one hundred (100) days during the school year, each teacher shall be assessed an additional non-refundable day up to a maximum of two days per employee in any given school year.

### **B. Use**

1. Sick leave days may be withdrawn from the bank only for the teacher's illness or injury.
2. A request to the Superintendent for withdrawal of sick leave days must be accompanied by a physician's written endorsement, or one by a village health aide, made after documented consultation with a physician.
3. The first twelve (12) consecutive days of illness or injury will not be covered by the bank. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
4. A teacher may not draw more than twice the number of days of sick leave than the teacher has accumulated before his/her first contract day.
5. The District will make a report to the Association annually, including the number of sick leave bank days used for a specific period of time during the current year, the names of all employees they have been utilized by, and the bank balance.

## ARTICLE XIV - WORK DAY - WORK YEAR

### A. *Work Day*

The standard teacher work day shall consist of seven and one-half (7-1/2) hours, except that the last work day of each week shall be seven (7) hours. The work day is exclusive of a duty free lunch period. This duty free lunch period will be at least thirty (30) consecutive minutes in length.

### B. *Work Year*

1. FY '09. The standard work year shall consist of one hundred ninety (190) work days, inclusive of paid school holidays. The District shall not calendar more than one (1) Saturday per month for required in-services.

Teachers in their first year in the District shall have a standard work year of one hundred ninety-three (193) work days, inclusive of paid school holidays, with five (5) additional days used for in-service training. The five (5) additional days shall be paid at the teacher's per day rate calculated on a work year of one hundred ninety-three (193) work days.

Teachers in their second year in the District shall have a standard work year of one hundred ninety-three (193) work days, inclusive of paid school holidays.

2. FY '10 and '11. The standard work year shall consist of one hundred ninety-three (193) work days, inclusive of paid school holidays. The District shall not calendar more than one (1) Saturday per month for required in-services.

Teachers in their first year in the District shall have a standard work year of one hundred ninety-three (193) work days, inclusive of paid school holidays, with five (5) additional days used for in-service training. The five (5) additional days shall be paid at the teacher's per day rate calculated on a work year of one hundred ninety-three (193) work days.

Teachers in their second year in the District shall have a standard work year of one hundred ninety-three (193) work days, inclusive of paid school holidays, with three (3) additional days. The three (3) additional days shall be paid at the teacher's per day rate calculated on a work year of one hundred ninety three (193) work days.

3. The teacher's work year may be extended on an individual, voluntary basis provided the teacher is paid for the additional day(s) at his/her per day rate.

4. Site administrators shall discuss make-up days with teachers before make-up days are calendared.

**C. *Preparation Time***

The Board agrees to provide each teacher with no less than fifty (50) minutes preparation time during the seven and one-half (7-1/2) hour work day. The Board further agrees that at least thirty (30) minutes of such time shall be uninterrupted by other assigned duties exclusive of faculty meetings.

**D. *Acting Site Administrator***

Any teacher assigned by the Superintendent or his/her designee, as an acting site administrator shall be paid an additional Forty Dollars (\$40.00) for each day.

## ARTICLE XV - SALARY

### A.1. 2008-2009 Salary Schedule

Step	B	B + 18	M or B + 36	M + 18 or B + 54	M M /M +36 or B + 72
0	45,532	47,618	49,700	51,780	53,867
1	47,618	49,700	51,780	53,867	55,949
2	49,700	51,780	53,867	55,949	58,032
3	51,780	53,867	55,949	58,032	60,115
4	53,867	55,949	58,032	60,115	62,200
5	55,949	58,032	60,115	62,200	64,281
6		60,115	62,200	64,281	66,363
7		62,200	64,281	66,363	68,445
8		64,281	66,363	68,445	70,528
9		66,363	68,445	70,528	72,612
10			70,528	72,612	74,695
11				74,695	76,780
12					78,863
13					80,949

### A.2. Bonus

In FY '09, all returning FY '08 District teachers (including part time) will receive a bonus of three hundred fifty dollars (\$350).

**A.3. 2009-2010 Salary Schedule For Teachers in Their Third Year and Beyond (193 Days)**

<b>Step</b>	<b>B</b>	<b>B + 18</b>	<b>M or B + 36</b>	<b>M + 18 or B + 54</b>	<b>M M /M +36 or B + 72</b>
0	47,638	49,821	51,999	54,175	56,359
1	49,821	51,999	54,175	56,359	58,537
2	51,999	54,175	56,359	58,537	60,717
3	54,175	56,359	58,537	60,717	62,896
4	56,359	58,537	60,717	62,896	65,078
5	58,537	60,717	62,896	65,078	67,254
6		62,896	65,078	67,254	69,433
7		65,078	67,254	69,433	71,611
8		67,254	69,433	71,611	73,791
9		69,433	71,611	73,791	75,971
10			73,791	75,971	78,151
11				78,151	80,332
12					82,512
13					84,693

**A.4. 2009-2010 Salary Schedule For Second Year Teachers (196 Days)**

<b>Step</b>	<b>B</b>	<b>B + 18</b>	<b>M or B + 36</b>	<b>M + 18 or B + 54</b>	<b>M M /M +36 or B + 72</b>
0	47,627	49,809	51,987	54,162	56,345
1	49,809	51,987	54,162	56,345	58,523
2	51,987	54,162	56,345	58,523	60,702
3	54,162	56,345	58,523	60,702	62,880
4	56,345	58,523	60,702	62,880	65,062
5	58,523	60,702	62,880	65,062	67,238
6		62,880	65,062	67,238	69,416
7		65,062	67,238	69,416	71,594
8		67,238	69,416	71,594	73,773
9		69,416	71,594	73,773	75,953
10			73,773	75,953	78,132
11				78,132	80,312
12					82,492
13					84,673

**A.5. 2009-2010 Salary Schedule For First Year Teachers (198 Days)**

Step	B	B + 18	M or B + 36	M + 18 or B + 54	M M /M +36 or B + 72
0	48,113	50,318	52,517	54,715	56,920
1	50,318	52,517	54,715	56,920	59,120
2	52,517	54,715	56,920	59,120	61,322
3	54,715	56,920	59,120	61,322	63,522
4	56,920	59,120	61,322	63,522	65,726
5	59,120	61,322	63,522	65,726	67,924
6		63,522	65,726	67,924	70,125
7		65,726	67,924	70,125	72,324
8		67,924	70,125	72,324	74,526
9		70,125	72,324	74,526	76,728
10			74,526	76,728	78,929
11				78,929	81,132
12					83,333
13					85,537

**A.6. Bonus**

In FY '10, all returning FY '09 District teachers (including part time) will receive a bonus of one thousand two hundred fifty dollars (\$1,250), payable in their September paycheck.

**A.7. 2010-2011 Salary Schedule For Teachers in Their Third Year and Beyond (193 Days)**

Step	B	B + 18	M or B + 36	M + 18 or B + 54	M M /M +36 or B + 72
0	49,067	51,316	53,559	55,800	58,050
1	51,316	53,559	55,800	58,050	60,293
2	53,559	55,800	58,050	60,293	62,538
3	55,800	58,050	60,293	62,538	64,783
4	58,050	60,293	62,538	64,783	67,030
5	60,293	62,538	64,783	67,030	69,272
6		64,783	67,030	69,272	71,516
7		67,030	69,272	71,516	73,759
8		69,272	71,516	73,759	76,005
9		71,516	73,759	76,005	78,250
10			76,005	78,250	80,495
11				80,495	82,742
12					84,987
13					87,234

**A. 8. 2010-2011 Salary Schedule For Second Year Teachers (196 Days)**

<b>Step</b>	<b>B</b>	<b>B + 18</b>	<b>M or B + 36</b>	<b>M + 18 or B + 54</b>	<b>M M /M +36 or B + 72</b>
0	49,056	51,303	53,547	55,787	58,035
1	51,303	53,547	55,787	58,035	60,279
2	53,547	55,787	58,035	60,279	62,523
3	55,787	58,036	60,279	62,523	64,767
4	58,035	60,279	62,523	64,767	67,014
5	60,279	62,523	64,767	67,014	69,256
6		64,767	67,014	69,256	71,499
7		67,014	69,256	71,499	73,742
8		69,256	71,499	73,742	75,986
9		71,499	73,742	75,986	78,231
10			75,986	78,231	80,476
11				80,476	82,722
12					84,967
13					87,214

**A.9. 2010-2011 Salary Schedule For First Year Teachers (198 Days)**

<b>Step</b>	<b>B</b>	<b>B + 18</b>	<b>M or B + 36</b>	<b>M + 18 or B + 54</b>	<b>M M /M +36 or B + 72</b>
0	49,556	51,827	54,093	56,356	58,628
1	51,827	54,093	56,356	58,628	60,894
2	54,093	56,356	58,628	60,894	63,161
3	56,356	58,628	60,894	63,161	65,428
4	58,628	60,894	63,161	65,428	67,698
5	60,894	63,161	65,428	67,698	69,963
6		65,428	67,698	69,963	72,229
7		67,698	69,963	72,229	74,494
8		69,963	72,229	74,494	76,761
9		72,229	74,494	76,761	79,030
10			76,761	79,030	81,297
11				81,297	83,566
12					85,834
13					88,104

**A.10. Bonus**

In FY '11, all returning FY '10 District teachers (including part time) will receive a bonus of fifteen hundred dollars (\$1,500), payable in their September paycheck.

This bonus provision sunsets at the end of FY '11, and will not become part of the status quo in the event that a successor agreement is not ratified by June 30, 2011.

**B. Column Placement**

1. Initial placement and subsequent horizontal movement shall be based on official transcripts and records submitted to the District by the teacher.
2. Reference to credit hours means semester hours or the equivalent earned subsequent to the date on which the relevant degree was conferred. Relevant degree means either a Bachelor's or Master's degree.
3. Credit hours beyond the relevant degree utilized for replacement purposes must have been earned as a requisite for an actively sought advanced degree or be in the teacher's major or minor field, special education, English as a second language, reading, education (except student teaching), or in a field relevant to the teacher's present or previously assigned area, provided the course was taken concurrent with such previous assignment, (including Alaskan History, culture, Native Land Claims, Bilingual or Bicultural course), or with the written approval of the Superintendent. Credits must be earned from accredited institutions. For Social Workers, 15 CEU's = 1 credit hour.
4. For initial placement or horizontal movement the following minimum mix of college level course must be met. Effective July 1, 2008, professional development courses approved by the Superintendent may be counted as graduate level courses for purposes of initial placement/horizontal movement:

	Minimum Required Credits for Placement on or Movement to a Column			
	Column All Levels	Junior/Senior OR Graduate	Graduate Level	Total
B+18	18	0	0	18
B+36	18	9	9	36
M+18	0	6	12	18
B+54	18	18	18	54
M+36/MM	6	9	21	36
B+72	21	24	27	72

5. Credit hours of teachers employed during the 1984-85 school year which have been counted for salary placement or horizontal movement prior to the ratification of this Agreement shall continue to be counted. Credit hours earned during the 1984-85 school year by teachers on an educational leave of absence or sabbatical will be counted for horizontal movement upon their return. Future horizontal movement, however, will be based on the aforementioned teachers filling the requirements of this section.

6. A Doctorate degree conferred, or the completion of all requirements for conferring a Doctorate degree except completion of the/a dissertation, shall be the equivalent of a Master's plus thirty-six (36).

**C. Step Placement**

1. A teacher shall be placed on the step of the salary schedule based on the sum of creditable years of teaching experience in Alaska in a public school, BIA school, or non-public school approved for the year(s) in question by the Department of Education and a maximum of six (6) years of creditable teacher experience outside of the State of Alaska providing that during such service the person held a teaching position requiring a teaching certificate as a condition of employment and further that the school(s) in question were either public schools in the United States or overseas dependent schools. For physical therapists, speech pathologists, school psychologists, social workers, and other Type C positions as determined by the Superintendent, professional experience providing relevant services to school age children shall be considered "teaching experience" for purposes of step placement. Beginning in FY '09, teachers working partial year contracts within LKSD shall receive step credit for such years of service when they accumulate the equivalent of a full year's service. Current District employees may use prior LKSD partial year experience for up to two (2) step increases in FY '09.

**D. Documentation and Adjustment of Errors**

1. Documentation

It is the responsibility of each teacher to provide the District with credentials, official transcripts, degrees and experience. Such proof must be in the hands of the District no later than October 25, or the District will continue to place the teacher on the appropriate column and step based on records already on file with the District. The October 25 deadline will be expanded, however, if the teacher can show that he/she has made a timely and reasonable effort to secure the necessary documents and the delay is beyond his/her control. A teacher shall inform the District in writing of the documents which that teacher has requested pursuant to this paragraph. In addition, at the written request of the teacher, the District shall acknowledge receipt of such documents to the teacher. A written decision by the District relating to placement of the teacher on the appropriate column and step based upon records received by the District shall constitute such an acknowledgment.

2. Adjustment of Errors

In the event that either the District or a teacher finds that the teacher has been placed on a column or step other than the column or step justified by the documents on file with the District a salary adjustment shall be made as follows:

- a. If the error is found by November 30, or within sixty (60) days of the placement on the column or step which requires adjustment, whichever is later, the teacher's salary payment shall be adjusted so that his/her correct annual salary will have been paid with the receipt of his/her final paycheck.
- b. If the error is found after November 30, or after sixty (60) days from the placement on the column or step which requires adjustment, whichever is later, the teacher's salary payments shall be adjusted commencing with the next pay period to reflect the pay period amount the teacher would have been entitled to had he/she been properly placed on the salary schedule.

#### **E. Salary Payments**

1. A teacher may elect to have his/her salary paid in either nine (9) or in twelve (12) equal payments beginning on September 15th. All subsequent payments will be made on the 15th of the month. When the payment date falls on a holiday or weekend, payment will be made on the last working day prior to that date. Except that a teacher electing nine (9) payments will not receive his/her May payment until the last working day of the school year. A teacher electing twelve (12) payments may elect to receive the June, July, and August payments on the 15th of each respective month or may elect to receive all three checks, dated for the 15th of each month on his/her last day of work.
2. A teacher may elect to have his/her paycheck delivered directly to a bank designated by the teacher.
3. All teachers newly hired by the District will receive a \$700 pay advance by their third (3rd) working day. This amount will be deducted from the teacher's May or final paycheck, whichever occurs earlier.

#### **F. Social Workers**

Type C Social Workers entering the bargaining unit in FY 06 shall not receive less than their FY 06 classified annual PCN salary despite their placement on the FY 06 salary schedule. Such grandparented Social Workers shall continue to receive their FY 06 classified annual PCN salary thereafter, until such time as it is exceeded by their placement on the salary schedule.

## ARTICLE XVI - EXTRA DUTY PAY

The Board and the Association recognize that, as professionals, teachers are expected to carry out duties which go beyond instruction and classroom preparation and beyond the instructional day. Certain of those duties to which teachers are not entitled to additional compensation are professional responsibility which include reasonable assignment to such activities as staff meetings, parent meetings, committee meetings, and preparation of routine reports.

- A. By the end of September, when possible, but no later than October 15th or before the activity begins, the principal or principal/teacher shall designate with the concurrence of the Advisory School Board, those teachers to be offered extra student activity assignments for the school year. However, for the purpose of this Article, tutoring shall not be considered an extra student activity or extra duty if the primary purpose of the tutoring is direct instruction to students. However, additional assignments may be made later in the school year with the concurrence of the Advisory School Board and the Principal. The District reserves the option to not re-employ a teacher as a coach or sponsor for the subsequent school year.
- B. Extra duty assignments shall be voluntarily assumed by teachers, within fifteen (15) days of accepting an assignment of an extra duty, the teacher shall be given a contract addendum specifying the activity, the number of points, and the maximum compensation. By mutual agreement the addendum may be adjusted at the request of the supervisor or the teacher.
- C. At the conclusion of the activity the teacher shall submit a request for payment. Upon approval of the Principal, the District will, within thirty (30) days, provide payment in full for the activity.
- D. Each extra duty activity shall earn points as follows:

Points	Activity
a. 1	Each outside-of-working-hours practice, work, or meeting session if not less than one (1) hour duration with a student activity group.
b. 3	Each scheduled public performance or event of a student activity group approved by the principal under the direction of the teacher at the teacher's duty station.
c. 7	For each overnight with a student activity group in travel status.
d. 5	Head coach or lead sponsor.
e. 1	For each ten (10) students or major fraction in the activity.
f.	Activity Director: Bethel High School will be compensated \$1,500.00. *

The sum total of points accumulated for each activity shall be multiplied by fifteen dollars (\$15.00) for 2008-2009, 2009-2010, and 2010-2011 school years, to determine the amount of extra duty pay to which the teacher is entitled, but not to exceed the maximum as provided in the contract addendum unless there is prior approval of the principal.

Assistant coaches will receive an amount as provided in the above system exclusive of 'd'. When co-sponsors share responsibility for an activity, the total amount as provided by the point system for the activity will be prorated on a time performance basis.

- E. Each year of experience in the District as a sponsor of the same type of student activity shall increase the total arrived at in 'd' above at the rate of five percent (5%) per year of experience to a maximum of five (5) years or twenty-five percent (25%).
- F. A sponsor on travel status shall be reimbursed by the District for actual expenses as per expense receipts submitted by the teacher.
- G. Nothing in this section prohibits a teacher from volunteering his/her service without compensation for sponsoring the activity, or for chaperoning.
- H. This provision is intended to neither cause the District to provide additional compensation for activities previously performed and not compensated (like field trips, etc.) nor to prevent or stop compensation for activities previously performed and compensated (like study hall, future problem solving, VICA, etc.). New activities may be added and may be compensated in accordance with the provisions and intent of this Article.
- I. Teachers chaperoning students on overnight activities who are not earning points pursuant to paragraph D.c. above, shall be compensated at the rate of \$90.00 per night.

## ARTICLE XVII - BENEFITS

### A. *Insurance*

1. Health: The District shall continue to provide, at no cost to the teacher(s) and dependent(s), health, dental, audio, and eye-care insurance at least the same levels as provided during the 1995-96 school year, with the following exceptions:
  - a. The deductible for employee/family shall be \$150/\$300
  - b. The Maximum Lifetime Benefit (all covered expenses) shall be \$1 million.
  - c. The Annual Maximum Dental Care Benefit (for Preventative, Basic and Major Treatment) shall be \$1,000.
  - d. An annual pap smear shall be included as an "Other Covered Expense."
  - e. The District is authorized to negotiate a PPO plan which will maximize plan savings through steering, including either Providence or Alaska Regional for hospitalization in Anchorage. The District is also authorized to negotiate PPO rates with YKDRH in Bethel. The steerage percentage payable by the plan shall be 60% of the PPO preferred rate in Alaska. If a PPO rate satisfactory to the plan cannot be negotiated with YKDRH, the steerage percentage set forth above shall apply to YKDRH. The PPO steerage percentage outside Alaska shall remain at 70%.
  - f. The District is authorized to negotiate a mandatory prescription drug PPO plan. For maintenance drugs, reordering by mail will be allowed with a 30-day supply remaining. After the initial maintenance drug prescription is obtained by the PPO, use of fax/email/phone shall be allowed for reordering by mail of maintenance prescriptions. A four-month supply of a maintenance prescription will be allowed upon the physician's written approval.
  - g. Married couples who are both employed by the District shall each be provided with dependant coverage for spouse and children. The "double coverage" is limited to co-payments and not deductibles, but does not include prescription drug co-payments.
  - h. For hospitalization, if the provider is non-PPO the dual coverage on the co-pay will be the difference between the amount provided by the plan and the PPO negotiated rate.

- i. Co-payments are based on the same rates as the NEA-Alaska Health Trust for "usual and customary charges."
  - j. If the patient is a child under 17 years of age, the transportation charges of a parent or legal guardian accompanying the child will be allowed, if the attending physician certifies the need for such attendance.
2. Long Term Disability: The District shall continue to provide, at no cost to the teacher, Long Term Disability Insurance at the same level as provided during the 1995-96 school year.
3. Life: The District shall provide each teacher with fifty (50) thousand dollars of life insurance. The coverage will include an accidental death and dismemberment provision that provides double indemnity in the event of accidental death.
4. Travel: The District shall provide each teacher with \$100,000 travel insurance that covers the teacher while traveling on authorized District business.
5. All coverages shall commence on the first paid contract day on which the teacher has physically reported to work and continue until the last day of the last month of employment.

**B. *Travel***

The Board agrees to reimburse each teacher for one round-trip air fare per work year, scheduled air carrier tourist rate, between duty station and Anchorage. Request for reimbursement must be accompanied by receipt of payment to air carrier.

**C. *Shower and Laundry Facilities***

During the school year, the Board agrees to provide shower and laundry facilities to all teachers and their immediate families where currently available in the village community.

**D. *Relocation Expenses***

Teachers hired for their first year in the District shall be reimbursed receipted moving expenses up to one thousand dollars (\$1,000.00).

## ARTICLE XVIII - HOUSING

### **A. Intent**

1. It is the intent of the District to insure, to the extent practicable, that adequate housing be available to all teachers in communities where adequate housing is not otherwise available.
2. It is recognized by the parties that, at this time, there is adequate housing available to teachers assigned to Bethel. Those teachers living in non-District housing will receive a one hundred twenty-five dollar (\$125) utility equalization allowance per month in FY '09, increased to two hundred twenty-five dollars (\$225) per month in FY '10 and FY '11. The utility equalization allowance sunsets at the end of FY '11, and will not become part of the status quo in the event that a successor agreement is not ratified by June 30, 2011.

### **B. Standards**

As a minimum standard, each house shall include the following: heating capability of maintaining a temperature of 68 degrees year round, sink with drain, refrigerator with freezer compartment, adequate storage area, running hot and cold water or water storage capabilities, water distiller countertop model, furnishing, electricity, fuel storage capability, and flush, humidifier, honey bucket or chemical toilet.

### **C. Assignment of Units**

1. The Unit Administrator in consultation with the LKNEA Site Representative will assign housing as follows:
  - a. Professional staff members returning to the site shall receive the same unit that they occupied the previous year unless they request a different unit.
  - b. All other professional staff members shall be assigned to units first on the basis of continuous site seniority and second on the basis of continuous District seniority. New hires shall be assigned units on a need and availability basis.
  - c. Notwithstanding subparagraphs a and b above, a housing unit may be assigned to a professional staff member if that professional staff member demonstrates an overriding need for that unit.

2. Housing Assignments

a. Assignment

Prior to the close of the school year, the unit administrator shall make tentative housing assignments for the following school year.

b. Limitation

No more than one family unit, or two teachers may be assigned to a unit without the written consent of all parties.

c. Disputes

Any dispute concerning housing assignments may be appealed to the Superintendent.

**D. Housing Review Board**

1. Establishment

A Housing Review Board consisting of a Board representative, two LKNEA representatives, at least one of whom resides in District housing, and a representative from District Administration shall be established.

The Board shall meet once in the Fall, and as needed thereafter, all such meetings by audio or video conferencing outside the work day.

2. Scope of Responsibility

a. Adjudicate certain appraisal and assignment disputes not resolved at the local level.

b. Submit to the Superintendent for his/her review and approval, rules and regulations governing the Housing Review Board's adjudication procedures.

c. The Housing Review Board shall present recommendations to the Superintendent for the refurbishing, maintenance, leasing, or construction of teacher housing. The Housing Review Board shall receive copies of the Year End Housing Inventory.

d. Carry out responsibilities as set forth in this Article.

**E. Rents**

1. Monthly rents shall be the total of the value of the unit's component parts set forth below:
  - a. Water:

If Piped and Running	\$265
250 gallons or more storage and running	\$240
250 gallons or more storage not running	\$165
Less than 250 gallons storage	\$115
If hot running water is provided, add	\$ 25
  - b. Square Footage  
Square footage rounded to nearest 25 square feet, times \$0.32 (thirty-two cents)
  - c. Sewer: If,  
Flush \$ 65
  - d. Heat Source: If,  
Furnace \$ 80  
Free-Standing (modern) \$ 70  
Oil stove \$ 60
  - e. Quality: If,  
Fine \$ 80  
Adequate \$ 70  
Poor \$ 60
  - f. Electricity is not governed by quantity but is covered as a portion of the above rent structure.
2. Rents may be changed for individual units if the condition of the unit changes. New units or changes in rent will be determined by applying the criteria in E.1. above.
3. Rents will be paid for ten months. No sub-leasing of a unit will be allowed. A teacher wishing to retain a unit, to store his/her personal belongings for the summer, may elect to do so by paying the District \$300.00 by payroll deduction from their last paycheck.
4. A teacher who elects to occupy a unit during the two summer months may do so by paying, in advance, the monthly unit rent. However, a teacher who has elected

the option of twelve (12) monthly paychecks and who notifies the payroll office in writing by April 30 that he/she elects to occupy a unit during the two summer months, shall have rent deducted from the July paycheck for occupancy in June and from the August paycheck for occupancy in July. The monthly rent will be reduced for the summer by twenty-five percent (25%) if electricity is not provided by the District (where applicable), and by twenty-five percent (25%) if water or sewer is not provided by the District (where applicable), to a maximum monthly reduction of 50%.

5. Rents for single teachers with no dependents will be reduced by 10%.

## **F. Conditions of Employment**

As a condition of employment, Lessee shall be required to live in District-leased or owned housing units when assigned, unless a waiver is granted by the Superintendent.

### 1. General Regulations

- a. Each unit, its furnishings and related space shall be given reasonable care by the occupant. Any damages attributable to occupant negligence or abuse shall be charged to the occupant. No alterations to buildings, furnishings, or grounds may be made by the occupant(s) without the prior approval of the District.
- b. All vehicles shall be parked in designated areas.
- c. Garbage  

All garbage shall be placed inside containers in designated areas. Burning (if allowed in the community) shall be done only in the manner and in the area prescribed for such. Grounds shall be kept clear of debris.
- d. Each lessee must sign a lease (Appendix A) as provided by the District no later than two weeks following occupancy of the unit. As an attachment to the lease the Lessee shall sign an inventory of all District-owned furnishings and their condition upon taking occupancy of the unit. The lease to be used by the District is attached hereto.
- e. Prior to an absence of seven (7) or more consecutive days, the occupant must notify the Site Administrator.

### 2. District Occupancy Responsibilities

The District will be responsible for the repair and upkeep of the housing units, including plumbing, electrical, and the following appliances, where applicable: refrigerator, gas/electric range, furnace, hot water heater, water distiller countertop model, and washer and dryer.

Other items owned by the District will be repaired or replaced at no cost to the occupant provided abuse by the Lessee has not necessitated the need for repairs or replacement. If the item was not furnished by the District, then replacement (if the occupant so desires) will be at the occupant's expense.

**G. Rents/Payment**

1. Rents shall be withheld from the professional staff member's monthly paycheck (as outlined in Section E). Appropriate provisions for security for damages to the premises will be required.
2. Occupants must furnish the Unit Administrator written notification, with a copy to the payroll office, not less than thirty (30) days prior to moving out of a unit. Failure to do so shall result in a charge of thirty (30) days rent from the time of written notice received.
3. Summer rents must be paid in advance or by authorized payroll deduction if current occupant desires to stay in the same or another housing unit within the same community.

## ARTICLE XIX - GRIEVANCE PROCEDURE

### **A. Definitions**

1. A "grievance" is an allegation that this Agreement, or an individual teacher's contract has been misinterpreted, inequitably applied, or violated.
2. A "grievant" is the teacher, teachers, or Association making the allegation.
3. A "respondent" is the person(s) not covered by this Agreement required to hear and respond to a grievance.
4. A "hearing" is a meeting, beyond Level I, of the grievant, respondent and an Association representative held to identify the facts in the matter and attempt resolution. Each party shall have the right at such hearing to present witnesses, documents and other evidence, and arguments it deems necessary to develop facts pertinent to the grievance.

### **B. Purpose**

The purpose of the grievance procedure is to resolve a grievance equitably at the lowest possible administrative level.

### **C. General Conditions**

1. Every effort will be made to settle grievances at the lowest possible level of the grievance procedure in the quickest manner possible. Time limits shall be considered a maximum unless otherwise extended by mutual consent. A mutual extension shall be automatically agreed to in the case of weather or travel related delays beyond the control of the party/parties.
2. If a time deadline set forth in the grievance procedure is exceeded by the grievant, the right to grieve shall have been waived. If a time deadline is exceeded by the respondent, the grievance shall be immediately appealable to the next level.
3. The time limits for any grievance form, appeal, response, document, or other relevant matter shall be determined by either the postmarked mailing date of certified mail or the dating signature of the receiving party if hand delivered.
4. A grievance shall be filed at the lowest possible level where resolution of the grievance might occur.
5. Grievance forms shall be provided by the Board and made available at each school by the area principal.

6. Documents or pertinent information related to a grievance being processed shall be equally available to the grievant, respondent, and the Association.
7. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the file shall not be required unless such removal is directed in the grievance decision.
8. Beyond level one, an official written or tape recorded record of each hearing shall be kept. Such record shall be approved in writing by both the grievant and respondent. It shall be the responsibility of the respondent to prepare the record for approval.
9. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Association, as long as the resolution sought is not inconsistent with the terms of this Agreement. No other employee organization shall have the right to represent teachers in any grievance proceeding.

A grievant, upon request, is entitled to Association representation at all levels of the grievance procedure. No teacher will be required against their will to discuss his/her grievance or participate in a hearing without the presence of an Association representative. No grievance may be submitted to arbitration at level three without representation by and approval of the Association.

10. Should the "hearing" of a grievance require that a grievant and/or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
11. No reprisals shall be taken against any person for participating in the grievance process.
12. Grievance hearings which require the testimony of other teachers and/or community members from the site of the grievant shall be conducted at that site unless otherwise agreed to by the parties.

#### ***D. Procedure***

##### Level I

1. A grievant shall upon becoming aware of an act of a misinterpretation, inequitable application, or violation attempt to resolve the differences informally within ten (10) days with the appropriate respondent.

2. If the differences are not resolved informally, the grievant shall prepare a written grievance statement and shall submit it to the appropriate respondent. The Superintendent will provide the Association with a copy of the grievance. If a grievant does not submit his/her grievance within twenty (20) days of the unsuccessful attempt for informal resolution he/she shall have waived his/her right to this procedure.
3. Within ten (10) days of receipt of the grievance, the respondent shall conduct a meeting between himself/herself and the grievant. An Association representative, if requested by the grievant, shall be present.
4. Within ten (10) days of the above mentioned meeting, the respondent shall reply in writing to the grievant and the Association.
5. If the grievance is not resolved at this level or a written decision is not received within ten (10) days of the meeting, the grievant may process the grievance to Level II.

#### Level II

1. The grievant may appeal to the Superintendent within fifteen (15) days of the receipt of the Level I decision or the date on which the decision was due. Upon receipt of the appeal, the Superintendent will provide the Association with a copy if the Association was not present at the Level I hearing.
2. Within ten (10) days of receipt of the grievance appeal the Superintendent shall schedule and conduct a hearing.
3. The Superintendent shall send a written answer to the grievant and the Association no later than ten (10) days after the hearing.
4. A grievance which is based on action taken or not taken by the Board, Superintendent, or other Central Office Administrative staff may be filed initially at Level II.
5. If the grievance is not resolved at this level or if a written decision is not received within ten (10) days of the meeting, the Association may process the grievance to Level III.

#### Level III

1. The Association may appeal the Level II decision to arbitration within twenty (20) days of either the receipt of the Level II decision or the date on which the decision was due.

2. The Association shall notify (in writing) the Superintendent of its intent to proceed to arbitration. The Association and the Superintendent shall confer within five (5) days of such notice to attempt to select an impartial arbitrator. If the parties fail to mutually agree to an arbitrator the Association shall request a list of at least seven (7) names from the American Arbitration Association.
3. As soon as the list is received, the parties or their designated representative shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.
4. 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. A decision of the arbitrator shall be binding upon the parties.
5. The fee and expenses of the arbitrator shall be borne equally by the Association and the Board.

## **ARTICLE XX - DISCRETIONARY INSTRUCTIONAL FUND**

Each teacher may be reimbursed up to One Hundred Fifty Dollars (\$150) for the purchase of instructional supplies and materials to use in his/her classroom. Such purchases do not supersede the normal process established by the District for ordering of such supplies and materials, but may be utilized only when the teacher is traveling or is otherwise unable to use the normal procedures for such purchases. Teachers must furnish a receipt(s). Teachers shall follow reasonable procedures to be developed to assure accurate bookkeeping and compliance with District policies.