

NEGOTIATED AGREEMENT

July 1, 2004 - June 30, 2007

BETWEEN

YUKON-KOYUKUK SCHOOL DISTRICT

AND

MIDDLE YUKON EDUCATION ASSOCIATION

ACCEPTED FOR THE BOARD:

YKSD Chairperson

ACCEPTED FOR THE ASSOCIATION:

MYEA President

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100 NEGOTIATIONS

Procedures:

1. The Association and the Board agree that one member of each negotiation team shall be acknowledged as the official spokesperson for the team, and the other team members may participate upon recognition by their spokesperson.
2. The Association and the Board agree that the spokesperson of either group may, independently, call for a caucus at any time during the negotiating session. If the party calling for the caucus anticipates needing a longer period of time than 30 minutes s/he will so inform the other party, and a time to reconvene will be determined.
3. The Association and the Board agree that the process of tabling may be used. Tabling shall mean "the temporary suspension of negotiations on a specific item until a slated time."
4. The Association and the Board mutually agree that all items which are negotiated and upon which agreement is reached shall be reduced to writing, signed at the time of the agreement, and incorporated into the tentative contract.
5. No more than two (2) consultants on each team shall be allowed in the negotiation's room at any time. Consultants may take and pass notes but will not be allowed to speak except by mutual agreement.
6. In the event of an apparent impasse called by either party, the parties agree to resolve the impasse according to applicable Alaska Statutes.
7. No Child Left Behind or NCLB – The parties agree to a limited re-opener of the agreement for the purposes of negotiating amendments to address implications of NCLB once the laws and regulations have been finalized.

101 REFERENCE CLAUSE

The policy set forth herein shall be included by written reference in the individual contracts of all teachers employed by the Yukon-Koyukuk School District. This Negotiated Agreement, hereafter referred to as the Agreement, shall be made part of the teacher's individual comprehensive contract with the same force and effect as though fully set forth therein.

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement. The Board and Association agree to the commitments contained herein and give them full force and effect. The provisions of this agreement shall remain in effect until a new agreement is signed.

102 SAVINGS CLAUSE

If any article, section, or subsection of the Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, and said items shall be renegotiated in a timely manner. All other legal articles, sections, or subsections in this Agreement shall continue in full force and effect, and shall not be subject to renegotiation during the term of this Agreement without mutual consent of both the Board and the Association. The parties agree to meet within twenty (20) days of the date that the provision is determined to be illegal.

103 DURATION

This is the sole and complete Agreement between the parties. This Agreement and each of its provisions is binding and effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007

105 REPRODUCTION OF AGREEMENT

Copies of this Agreement shall be printed and supplied in booklet form by the Board within thirty (30) days after the Agreement is signed and distributed to teachers now employed. The District will provide a new copy to each new hire. The Board shall furnish ten (10) copies of this Agreement to the Association and post on the YKSD website.

106 EXCLUSIVE RECOGNITION

1. The Board recognizes the Association (Middle Yukon Education Association) as the exclusive bargaining representative for all teachers employed by the District.
2. When used hereinafter, the term "teacher" shall refer to all certified employees. It shall not refer to the Superintendent and other administrative personnel who have excluded themselves from the bargaining unit pursuant to law.

200 COMPENSATION

Each teacher shall be placed on the highest number step for which (s) he qualifies on the column except as noted in one and two below. The teacher shall qualify for one step for each year of teaching experience. For experience to count for salary placement, the teaching experience must be acceptable for creditable service for the Teacher Retirement System.

1. A maximum of five (5) years of out-of-state teaching experience will be allowed for initial placement.
2. A maximum of seven (7) years of Alaskan teaching experience will count towards initial placement.
3. No more than seven (7) total years of teaching experience will count for placement.
4. No teacher previously placed shall have his/her placement reduced as a result of this Agreement. Subject to the above provisions, experience both in Alaska and outside will be creditable to placement on the salary schedule.

Placement on the columns of the salary schedule will be based on the confirmation of Baccalaureate, and Masters college degrees. Credits earned beyond the last conferred degree will be applicable to movement on the columns, provided the credits are earned in the person's teaching area, major or minor field (as listed on the degree), courses which are customarily considered education courses, credits required by the District or credits in an endorsement recognized by the Department of Education or approved by the Superintendent.

A teacher who completes at least 140 contract days during the school year shall be credited with one year experience for advancement on the salary schedule.

A new step shall be added to the B-54 column to be effective in the 2005-06 salary schedule, with an increment based upon the average of previous increments in that same column.

201 Salary Schedules

2004 - 2005 @ 192 Days
 (2.0% Increase over FY 04 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	36,648	38,765	40,922	43,079	45,238
1	39,381	41,538	43,694	45,851	48,010
2	42,152	44,314	46,471	48,625	50,781
3	43,387	45,543	47,701	49,859	52,015
4	44,616	46,755	48,936	51,091	53,251
5	45,851	48,010	50,170	52,325	54,478
6		49,243	51,399	53,560	55,716
7		50,477	52,635	54,791	56,947
8		51,711	53,851	56,027	58,179
9		52,942	55,097	57,254	59,415
10			56,331	58,488	60,645
11				59,722	61,878
12					63,113

2004 - 2005 Contract @ 194 Days
 (2.0% Increase over FY 04 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	37,030	39,169	41,348	43,528	45,709
1	39,791	41,970	44,149	46,328	48,511
2	42,591	44,775	46,955	49,131	51,310
3	43,839	46,017	48,198	50,378	52,557
4	45,081	47,242	49,445	51,623	53,806
5	46,328	48,511	50,693	52,870	55,045
6		49,756	51,935	54,118	56,296
7		51,003	53,183	55,362	57,540
8		52,249	54,412	56,610	58,785
9		53,493	55,671	57,850	60,033
10			56,917	59,097	61,276
11				60,344	62,523
12					63,770

2005 - 2006 @ 192 Days
 (.5 % Increase over FY 05 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	36,832	38,959	41,126	43,295	45,464
1	39,578	41,745	43,913	46,080	48,251
2	42,363	44,535	46,703	48,868	51,035
3	43,604	45,770	47,940	50,108	52,276
4	44,839	46,989	49,180	51,347	53,517
5	46,080	48,251	50,421	52,586	54,750
6		49,489	51,656	53,828	55,994
7		50,730	52,898	55,065	57,232
8		51,969	54,121	56,307	58,470
9		53,207	55,373	57,540	59,712
10			56,612	58,781	60,948
11				60,020	62,187
12				61,587	63,428

2005 - 2006 @ 194 Days
 (.5 % Increase over FY 05 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	37,215	39,365	41,555	43,746	45,938
1	39,990	42,180	44,370	46,560	48,753
2	42,804	44,999	47,190	49,377	51,567
3	44,058	46,247	48,439	50,630	52,820
4	45,307	47,478	49,693	51,882	54,075
5	46,560	48,753	50,946	53,134	55,321
6		50,004	52,194	54,389	56,577
7		51,258	53,449	55,639	57,828
8		52,510	54,684	56,893	59,079
9		53,761	55,950	58,139	60,334
10			57,202	59,393	61,583
11				60,645	62,835
12				62,229	64,089

2006 - 2007 @ 192 Days
(1.0 % Increase over FY 06 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	37,200	39,348	41,537	43,727	45,919
1	39,974	42,163	44,352	46,541	48,733
2	42,786	44,980	47,171	49,356	51,545
3	44,040	46,228	48,419	50,609	52,798
4	45,288	47,459	49,672	51,860	54,052
5	46,541	48,733	50,925	53,112	55,298
6		49,984	52,173	54,366	56,554
7		51,237	53,427	55,616	57,804
8		52,489	54,662	56,870	59,055
9		53,739	55,926	58,115	60,309
10			57,178	59,368	61,557
11				60,620	62,809
12				62,187	64,062

2006 - 2007 @ 194 Days
(1.0 % Increase over FY 06 Scale)

EXP	BA	BA + 18	BA + 36/MA	BA + 54/MA + 18	MA + 36
0	37,588	39,758	41,970	44,183	46,397
1	40,390	42,602	44,814	47,026	49,241
2	43,232	45,449	47,662	49,870	52,082
3	44,499	46,710	48,924	51,136	53,348
4	45,760	47,953	50,190	52,400	54,615
5	47,026	49,241	51,456	53,665	55,874
6		50,505	52,716	54,932	57,143
7		51,771	53,983	56,195	58,406
8		53,036	55,231	57,462	59,670
9		54,298	56,509	58,721	60,937
10			57,774	59,987	62,199
11				61,252	63,464
12				62,835	64,730

202 HEALTH INSURANCE

The Board agrees to provide a group health care plan to all employees covered by this Agreement for the duration of this Agreement.

Coverage shall be extended until June 30 for any terminating teacher who completes a contract year of 140 days or more.

Teachers on long-term leaves of absence without pay shall have the option of continuing coverage at his/her own expense, at the current COBRA rate.

Beginning the 1996-97 school year, the District shall implement a Section 125 Plan.

The parties agree to a limited re-opener of this article should the monthly premium exceed \$1,000.00 per month.

205 LIFE INSURANCE

The District shall provide group life insurance for each teacher in an amount of \$50,000. The policy shall include a double indemnity provision. The District shall also provide an additional \$100,000 accidental death policy for employees on approved travel for the District. Coverage shall terminate on June 30 of each year for any terminating teacher who completes a contract of 140 days or more.

206 LIABILITY INSURANCE

The Board shall provide each certificated employee with at least One Million Dollars (\$1,000,000) professional liability insurance.

207 LONG-TERM DISABILITY INSURANCE

The Board shall provide long-term disability insurance for teachers who have fewer than five (5) years of creditable service in the Alaska Teachers Retirement System per AS 14.25.130. The maximum benefit under the insurance plan shall provide income to the teacher at the rate that is sixty-six percent (66%) of the teacher's salary, pursuant to the salary schedule at the time of the inception of the disability, not to exceed an income benefit rate of \$3000 per month. The benefits to be provided under the plan shall be payable after a sixty (60) day waiting period after the disability occurs and shall continue until the teacher is no longer disabled. Receipt of benefits under the plan shall become effective on the first day following the teacher's exhaustion of sick leave and sick leave bank benefits. The cost for the plan shall not exceed \$8000 to the district in each year. Costs above \$8000 will be borne by the teachers enrolled and prorated according to the number enrolled.

208 PAYMENT OPTIONS

1. The district shall have teacher paychecks deposited by EFT or postmarked the last day of the month for which they are issued.
2. Teachers shall be paid monthly in 12 equal divisions of payment, with the first payment being issued in August and the last payment in July.

3. Teachers who are hired after the beginning of the school year will be paid monthly in equal divisions of payment prorated from the time of hire through July.
4. Checks due in November, December and May will be issued before the holidays.

209 PAYROLL DEDUCTIONS

Upon teacher request the District will make the following payroll deductions:

1. Housing;
2. Credit Unions and Banks as determined by the teacher;
3. Tax Shelter Annuities to be determined by the teacher;
4. Association Dues - Upon receipt of authorization from the employee, the Board shall deduct one-fifth (1/5) of such dues from the regular salary check of the employee each month for the five (5) months beginning in October and ending in February.

210 PER DIEM AND TRAVEL REIMBURSEMENT

Any teacher required to travel on district business shall be reimbursed for lodging and travel as per a travel authorization (TA) form approved prior to travel and upon submission on receipts.

Teachers shall be paid per diem as per the following scale:

1. 12:01 a.m. - 8:00 a.m.: \$14.00
2. 8:01 a.m. - 5:00 p.m.: \$14.00
3. 5:01 p.m. - 12:00 p.m.: \$14.00

Teachers who are traveling with teams as paid or volunteer coaches, sponsors or chaperones, where meals and lodging are paid, shall not receive any additional compensation.

211 MILEAGE REIMBURSEMENT

Teachers using personal vehicles on any District business shall be reimbursed at the current IRS rate. This rate will change as the IRS regulations change. Additionally, teachers on the unpaved section of the Elliott Highway will be compensated another \$.08 per mile for this hazardous route.

213 ACTING PRINCIPAL PAY

Teachers designated by principals/principal-teachers to be acting principals during the unit administrator's absence shall be compensated an additional \$20.00 per day for K-12 sites and \$10.00 per day for all other sites. If the principal is gone for more than five consecutive work days, the teacher designated as the acting principal shall be compensated at the rate of \$30.00 per day for K-12 sites and \$15.00 per day for all other sites for each additional consecutive day beyond the first five workdays. Compensation will be paid no later than the subsequent pay period.

214 EXTRA-CURRICULAR PAY

Acceptance of extra-curricular positions is voluntary and acceptance or refusal to accept extra-curricular positions will not affect employment status. The District shall attempt to fill extra-curricular positions voluntarily from the certificated staff. Teachers under initial contract for extra-curricular duties may not change this assignment except by approval of the District. The District reserves the right to non-renew extra-curricular positions from year to year.

Upon acceptance of an extra-curricular position, the Principal and Sponsor will develop a job description prior to the Sponsor's signing of an extra-curricular activity contract.

Compensation for each team or activity assignment for the duration of this Agreement shall be no more than as follows:

	<u>Activity</u>	
Group 1:	ASAA High School Basketball	\$ 2,250
Group 2:	ASAA High School Wrestling ASAA High School Volleyball	\$ 1,800
Group 3:	Yearbook Advisors Student Council Advisors	\$ 1,500
Group 4:	Elementary Basketball Elementary Wrestling Elementary Volleyball	\$ 900
*Group 5:	ASAA Cheerleading ASAA X-Country Track ASAA X-Country Skiing	\$ 800
*Group 6:	Elementary NYO Advisor (Athletic/Academic Combination) High School NYO Advisor (Athletic/Academic Combination) High School Academic Decathlon Club Advisors	\$ 750
Group 7:	Tournament Directors Event Coordinators (NYO, Decathlon.)	\$ 100 per tournament or event

*Groups 5 and 6 require a minimum of four (4) weeks preparation.

300 EMERGENCY LEAVE

Teachers shall be granted ten (10) days leave plus travel time for each emergency in case of:

1. Death(s) within the immediate family. (The "immediate" family is defined as the employee's spouse, father, mother, son, daughter, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, or grandchild.)

2. Serious illness or accident requiring hospitalization of a member of the immediate family, which requires the presence of the employee.
3. Exceptions to the immediate family, cause for, and duration of emergency leave use will be by petition to the Superintendent.
4. This emergency leave will be charged to available sick leave or personal leave. If there is no sick leave or personal leave available then it will be charged to leave without pay.

301 SICK LEAVE

Sick leave may be used when a teacher or member of the teacher's household is ill or injured and when making or completing medical appointments including accompanying household members to such appointments.

When it becomes necessary for a teacher to use sick leave, it is the responsibility of the teacher to notify his/her school administrator one hour prior to the scheduled school day, or as soon as practical.

302 PARENTAL LEAVE

1. Child Bearing Leave

A. Maternity:

Maternity leave shall be granted to all pregnant teachers. Maternity leave may be a combination of sick leave, sick leave bank days, and leave without pay. The length of the maternity leave shall be determined by written statements from the teacher's doctor and may include recommended pre-delivery and post partum periods.

B. Paternity:

A teacher may use up to five (5) days of sick leave to accompany and attend to a spouse and child for the length of a child bearing hospital stay.

2. Child Rearing Leave

Upon the arrival of a new child by birth or adoption, a teacher shall be granted up to five (5) days of child rearing leave separate from sick leave. This shall be in addition to use of child bearing leave.

303 PERSONAL LEAVE

Three (3) days personal leave per year shall be granted to all certificated teachers of the District. At the end of the 2004-05 school year personal leave shall be limited to 5 days accrual. All accrued personal leave, except two days, shall be cashed out at the certified substitute rate of \$90.00. Starting with the 2005-06 school year, unused personal leave may be cashed out at the rate of \$100.00. If the contract is not completed the personal leave days will be prorated based on the completed days of the contract.

1. Employees shall give at least forty-eight (48) hours advance notice to immediate supervisors of their intent to be absent on paid personal leave, unless it is an emergency.
2. It shall be limited to three (3) staff members or fifty percent (50%), whichever is less.

3. Without the approval of the Superintendent, personal leave may not be used the first or last week of school.
4. Personal leave may be used prior to or after vacations with superintendent approval and physician's documentation that the request is for medical purposes.

304 SHORT-TERM LEAVE WITHOUT PAY

Short-term leave of less than one (1) month without pay may be granted at the discretion of the Superintendent for situations not described previously. The following conditions apply:

1. This does not constitute a break in service.
2. Medical insurance shall continue at no cost to the teachers.
3. All other benefits, with the exception of salary and salary related benefits, shall continue.

305 LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

Long-term leave of absence shall be defined as leave longer than 30 days and that requires the approval of the superintendent.

1. Types of Long-Term Leave

A. Medical

Requests for unpaid leaves of absence for medical reasons may be granted. Such requests must be accompanied by a doctor's statement. A teacher returning from long-term medical leave shall be assigned to the previously held position but may be reassigned if necessary.

B. Exchange Teaching

A leave of absence for the purpose of participating in exchange teaching programs in other states, territories, or countries may be granted to any teacher who has taught successfully for a period of five (5) years in the state, the last three (3) years of which must be in the position they are holding at the time of their application for exchange.

C. Personal

A leave of absence may be granted any teacher for personal reasons.

2. Conditions of Approved Long-Term Leave

- A. With approval of the Superintendent, at time of application for leave, a teacher returning from long-term leave shall be assigned to the previously held position unless the teacher requests and is granted a voluntary transfer. All teachers on leave shall be notified of vacant positions by the same date as active personnel. Teachers shall notify the Superintendent of their intention to return by March 15 of the calendar year in which they plan to return.

- B. All requests for long-term leaves of absence must be submitted to the Superintendent by March 15. Upon request, the Superintendent may, with sufficient justification, extend any leave for a period of up to one (1) year.
- C. A teacher on approved leave of absence without pay does not lose rights under the non-retention statutes, and the leave year does not constitute a break in service under Teacher's Retirement statutes, although the leave does not accrue credit for teaching experience unless otherwise specifically noted.
- D. A teacher on unpaid leave of absence may continue his/her health insurance for the duration of the leave by reimbursing the District no later than the 10th of month for that month's coverage at current district estimated monthly cost for the coverage.

306 PROFESSIONAL LEAVE

Each teacher may be granted, upon application to the Superintendent, approval of Administrative Leave to attend one (1) professional meeting per year.

307 SABBATICAL LEAVE

Sabbatical leave as described by AS 14.20.280-350 shall be available for each employee in the District who meets or surpasses the conditions as outlined in the Alaska Statutes.

308 SICK LEAVE BANK

1. Eligibility

Teachers may elect to enroll in the Sick Leave Bank by submitting an enrollment form to the District Office on or before September 30 of any year, or, if appointed after the commencement of school, within forty-five (45) days thereafter. Once enrolled, membership shall be continuous until the member submits a written notice of withdrawal to the District.

2. Member Donations

The member, upon initial enrollment in the Bank, shall donate one (1) day of sick leave. The member shall not be required to contribute additional days unless the Bank balance has been reduced to zero (0), in which case each member shall automatically donate one (1) additional day. A maximum of three (3) required days may be donated in any given year. Teachers may voluntarily donate additional days at any time (not to exceed 20 days). Donated days shall be non-refundable upon withdrawal from the Bank.

3. Utilization

The member shall be eligible for the withdrawal and utilization of Bank days only after having depleted all of the member's own sick leave days and personal leave days. The member may withdraw and utilize during any one (1) school year up to twice the number of sick leave days the member has accrued prior to the first day of the school year, or twenty-four (24) days, whichever is greater. To withdraw and use Bank days the member shall submit a written application to the Association President, with a copy to the Superintendent, accompanied by a letter from the attending medical doctor indicating the extent of the illness, physical disability, or injury and the estimated length of absence.

The Association President shall inform the Superintendent in writing of the member's eligibility for withdrawal and utilization of Bank days, including the number of days authorized for withdrawal. Bank days may be withdrawn and used for the member's own illness, physical disability, maternity related disability, or injury or for the member to attend to an illness or injury of the spouse or dependent(s). The member withdrawing days shall not be required to replace those days except as a regular, contributing member of the Bank.

4. Balance Carry-over

The balance of Bank days shall carry over from year to year but shall not exceed 160 days in the bank at any one time.

5. Administration

The District shall administer the Sick Leave Bank in accordance with the provisions of law and this Article. The District shall maintain records concerning the Sick Leave Bank which shows members enrolled, days donated, days used, beginning balance, and ending balance. The Association President may review the records during regular office hours or by requesting a written statement of the account balance and relevant records.

309 LEGAL LEAVE

A teacher called for jury duty or subpoenaed to give testimony before any judicial body or administrative tribunal to which the teacher is a victim or a witness and to which the teacher is not a party, shall receive full compensation at the daily rate. Any fee received will be remitted to the District.

400 TEACHER'S CONTRACT SCHOOL YEAR/SCHOOL DAY

1. Standard Teacher's Contract

The standard teacher's contract shall consist of 192 days for returning teachers and 194 for new teachers. This will include 180 days in session and four (4) or five (5) workdays depending upon whether the school calendar encompasses five (5) or six (6) paid holidays.

2. Non-standard Teacher's Contract

Upon agreement of the teacher and the District, a teacher's standard contract may be for more or less than 192 days for returning teachers and 194 days for new teachers. Any addition or reduction in contract days from the standard contract rate shall be compensated at the teacher's standard contract rate. In such event, salary and salary related benefits shall be prorated to the number of days worked.

- A. A teacher working 140 or more days in a contract year shall accrue one year's credit for salary schedule purposes.
- B. A teacher working full-time, 100 or more days in a contract year, but less than 140 days shall accrue one (1) year of credit for placement on the salary schedule after two (2) consecutive qualifying years (i.e. placement pursuant to this provision would occur at the beginning of the third year). Years may not be used for more than one qualifying period.

3. Standard School Day

The length of the school day for each teacher within the District shall be seven (7) hours, exclusive of a duty-free lunch period consisting of thirty (30) consecutive minutes.

4. Non-Standard School Days

Upon agreement of a teacher and the District, a teacher may be employed to regularly serve fewer than seven (7) hours per day. Any teacher employed for less than seven (7) hours per day shall have his/her salary and salary related benefits determined by multiplying the number of hours worked per day divided by seven, times the teacher's normal daily rate, times the number of days worked. Anyone working 140 days or more shall qualify for full health benefits, life benefits and one year's credit for salary placement. Acceptance of duties beyond the regular contract day except for scheduled open houses and monthly teachers' meetings are at the option of the teacher. Such duties will be performed on a voluntary basis or paid by **prior** agreement between the District and the teacher.

Teachers required to travel on a Saturday or Sunday shall be compensated at one-half of their per diem rate of pay for travel.

401 PREPARATION PERIOD

Teachers shall be relieved of all teaching and supervisory obligations for a minimum of fifty (50) consecutive minutes during the contract day. This time is to be devoted to planning, grading papers, parent contact, etc.

402 ACADEMIC FREEDOM

1. Teachers shall have discretion in conducting classroom presentations and discussions in keeping with Board Adopted Curriculum Guidelines and Alaska State Standards.
2. The teacher shall maintain the right and responsibility for determining grades within the grading policy of the school district. In the event of a proposed grade change, reasons for the change shall be provided in writing to the teacher and the teacher shall have the opportunity to respond.

403 NOTIFICATION OF NON-RENEWAL

The Board agrees to notify tenured staff regarding the non-renewal of their contracts by certified mail postmarked by March 15. The District will notify a non-tenured teacher of non-renewal of their contracts by certified mail postmarked by March 31.

404 NON-DISCRIMINATION

The Board shall continue its policy of non-discrimination of any certificated employee on the basis of race, creed, color, national origin, sex, family, age, marital status, or handicapping condition.

The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, family, age, marital status, or handicapping condition.

405 TRANSFER AND REASSIGNMENT

1. Vacancy and Posting

A vacancy is defined as a position created due to resignation, non retention, or termination of employment, leave of absence, transfer to another position in the District, or creation of a new position.

Notice of Vacancy shall be posted within ten (10) working days of the time the vacancy is known on the staff bulletin board at each site and school in the District. The vacancy will be posted a minimum of ten (10) working days prior to filling the vacancy.

Definition of Transfer and Reassignment

- A. A transfer is defined as a change of site.
- B. A reassignment is defined as a substantial change in the grade level(s) taught and/or the preparations assigned.

2. Voluntary Transfer and Reassignment Procedures

To be eligible for transfer, a teacher must have a performance record showing competence as determined by the current evaluation process. Any time before April 15, a teacher may request transfer or reassignment to an unspecified position by writing a letter requesting transfer, or reassignment to the Superintendent with a copy to his/her immediate supervisor.

Teachers desiring consideration for specified openings shall apply within ten (10) working days of the date the positions are posted. Requests for consideration for specified openings shall supersede any previous transfer requests made to unspecified locations.

Transfer and reassignment requests shall remain valid until the first day of school. Requested transfer or reassignment to specific positions must be accepted by the teacher. Requested transfers or reassignment to unspecified positions may be declined by the teacher.

Voluntary transfer and reassignment requests will supersede new hire. The consideration of any application for transfer or reassignment shall depend upon demonstrable professional qualifications for the position. All other things being equal, the teacher with the longest continuous service in the District shall merit first consideration to transfer or reassignment.

In the event that a transfer or reassignment request is not approved, the District Office will provide the reasons in writing, if requested to do so.

3. Involuntary Transfer and Reassignment Procedures

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher shall be given the reasons in writing for the transfer or reassignment which will, at the request of the teacher, be placed in the teacher's personnel file. The teacher may have, at his/her option, a representative present at such meeting. Involuntary transfer or reassignment shall not be made for arbitrary or capricious reasons.

At the time of notification of involuntary transfer or reassignment, the latest list of open positions in the school system shall be given to all teachers being involuntarily transferred or reassigned.

If an involuntarily transferred or reassigned teacher requests assignment to a vacant position, he/she shall be considered along with teachers requesting voluntary transfer or reassignment. The consideration of any application for transfer or reassignment shall depend upon demonstrable professional qualifications for the positions available. All other things being equal, the teacher with - the longest continuous service in the District shall merit first consideration to be transferred or reassigned. If an involuntarily transferred teacher is to move during the school year, five (5) days of administrative leave shall be granted to put personal affairs in order to move. The District shall reimburse necessary moving expenses for an involuntary transfer upon receiving receipts for moving expense at the most economic means available. Only those expenses determined to be economic, necessary and reasonable shall be reimbursed.

406 REDUCTION IN FORCE

1. In the event that it becomes necessary to reduce the number of teachers employed for the following year due to a decrease in the district-wide school attendance or in the event that more than a 3% decrease in the district's funding from the previous year occurs, the procedure set forth below shall be followed.
2. Definitions
 - A. Seniority means a teacher's length of consecutive service in years, months and days with the District in the teacher bargaining unit. Seniority shall accrue from the date on which the teacher signs his/her employment contract. Unpaid leave shall not apply to seniority accrual. Ties in length of service shall be resolved by lot.
 - B. Layoff means an unpaid leave of absence until the teacher's right to recall ends. RIFed teachers shall remain on the recall list for twenty-four (24) months.
 - C. Recall means the right to return to service from a layoff and shall last until the employee has accepted or refused a permanent bargaining unit position for which s/he is qualified and which is equivalent (at least in terms of full-time equivalency and pay) to the position from which s/he was laid off. A teacher, who, at the time s/he is recalled from layoff status to a vacant position is already contracted to provide educational services, will not lose his/her recall rights by declining the offer of recall.
 - D. Seniority list means a District-wide list specifying each teacher by order of seniority as of the first day of school. Teachers hired after the first day of school shall be added to the bottom (least senior) of the list. The list shall be prepared by the District and a copy shall be provided to the Association by November 1 of each year.
 - E. Qualified for a teaching position means
 - a. elementary endorsed if teaching in grades K-8 or a middle school; or
 - b. secondary subject area endorsed teaching at the middle or high (9-12) school level in a discipline or subject area for more than 40% of his/her day; or

- c. evaluated, sometime during the previous five years as meeting the district performance standards in the subject area or areas taught if teaching at the middle or high school level in a discipline or subject area for more than 40% of his/her day; or
- d. if not teaching in any one subject/subject area or grade level for more than 40% of his/her day or an assignment requiring a special education endorsement, possessing a Type A certificate.

3. Initiation of Layoff

The District shall notify the Association of any possible or potential need for a layoff prior to March 30 of each year. Accompanying the notice shall be all supporting data or documents used by the District to conclude that a layoff may be necessary.

4. Preventive Procedures

If a layoff becomes necessary the District shall first release all temporary, emergency, or provisionally employed teachers. Next the District shall, to the extent possible, use natural attrition, then approve any teacher requests for unpaid leaves, then job sharing, then solicit volunteers to reduce the number of teachers to the level necessary. To effectuate this procedure the following shall occur:

- A. The District shall, at least two weeks prior to the date by which teachers must be notified of non-retention, canvass the teaching staff to determine which, if any teacher(s) intend to resign (or retire) effective at the conclusion of the school year.
- B. If the number of teachers offering resignations is not sufficient to eliminate the need for a layoff the District shall approve all requests for unpaid leaves of absence.
- C. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a layoff the District shall solicit individuals who would like to share a single position. Teachers who volunteer to job share will each receive a salary equal to 3/5 of their annual salary and will receive full benefits and leaves as if they were working full-time. The teachers will also, for purposes of tenure and salary advancement receive credit for a full year's service for each year they are involved in a layoff caused job sharing. Once a teacher has elected to job share, the teacher is bound by the election unless recalled to full-time position as set forth in sections 6 and 7 of this article.
- D. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a layoff the District shall solicit volunteers for layoff.

5. Layoff Procedure

- A. In the event that the procedure specified in section 4 above fails to eliminate the need for a layoff the least senior teacher, pursuant to the seniority list, shall be notified in writing that s/he is to be laid off. Such notice shall be given to all tenured teachers to be laid off prior to the Anchorage April Job Fair. This process will continue until the required number of teachers placed on layoff is proportional to either the drop in district-wide enrollment or when there is more than a 3%

decrease in district funding from the previous year, depending on which reason was used as the reason for layoff.

- B. The laid off teacher shall maintain his/her position on the district-wide seniority list. The teacher will be offered, pending the written approval of the site administrator and the CSC, another position in the district that the teacher is qualified to fill if such a position is available.
- C. A tenured teacher may only be laid off due to a decrease in district-wide enrollment or in the event that more than a 3% decrease in the district's funding from the previous year occurs.

6. Recall Rights

- A. Teachers who have been laid off shall be entitled to recall rights to any vacant bargaining unit position(s) for which qualified that occur during the layoff period.
- B. Vacant positions shall be offered in writing to laid-off teachers in the inverse order of layoff.
- C. A laid-off teacher who is offered a vacant teaching position has up to thirty (30) workdays following receipt of the notice of recall to decide whether or not to accept the recall.
- D. It is the responsibility of the laid off teacher to provide the District with a current mailing address.
- E. During the time that an employee is on layoff s/he will not experience a break in service for the purpose of retaining tenure rights and other accrued or earned benefits, including but not necessarily limited to sick leave and seniority. All such benefits to which a teacher was entitled at the time of layoff shall be restored in full on re-employment.
- F. A laid-off employee has, in order of seniority, right of first acceptance on any temporary bargaining unit work which comes available and for which s/he is qualified.

7. Challenges

Any challenge by a teacher for layoff must be made within 30 days of a teacher's receipt of written notice of layoff.

407 PERSONNEL FILES

All materials accrued since date of employment in the permanent Central Office teachers' file shall be made available to the teacher at his/her request. The teacher shall have the opportunity to sign all material placed in the teacher's permanent Central Office personnel file, and a copy shall be provided for the teacher. A teacher's written response to any material on file must be placed in his/her personnel file. The District will provide one copy of materials requested by the teacher from the personnel file at District expense. Additional copies shall be provided at a cost not to exceed \$.25 (twenty-five cents) a page.

1. Confidentiality

No person, unless required by legal order, shall be granted access to confidential materials in the teacher's file except for the teacher's supervisor(s), District Office Personnel designated by the Superintendent with a bona fide need, and the Board, in fulfilling responsibilities as employer. Upon the express written permission of the teacher, the teacher's designee shall be granted access to the teacher's official personnel file in the same manner and to the same extent as provided to the teacher.

2. Permanent File

The permanent Central Office file shall be the official depository of material related to a teacher's employment.

3. Factual Accuracy

Material determined to be inaccurate shall be corrected or removed. For purposes of this section, statements of opinion and regular evaluation documents shall not be considered to be factual material.

408 PERSONAL FREEDOM

The Board recognizes the right of the teacher to comment and criticize outside school hours to the same extent that any private individual may exercise the right.

409 TEACHER DISCIPLINE

No teacher shall be disciplined or deprived an employment right or benefit without just cause.

414 RESPONSIBILITY FOR EXCEPTIONAL CHILDREN

The classroom teacher may request and shall receive training when a child with a severe handicapping condition is assigned to the teacher's class.

416 NOTICE AND DUE PROCESS

If there is a Community School Committee recommendation to the School Superintendent regarding the continued assignment of a teacher at a site or regarding a teacher's employment status, the Community School Committee will meet with the teacher to discuss the recommendation before forwarding it to the Superintendent.

500 GRIEVANCE PROCEDURE

1. Section I - Definitions

- A. "Grievant" shall mean a teacher, or the Association according to Section V-J.
- B. A "Grievance" shall mean a written claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.
- C. "Days" shall mean school days, except as otherwise indicated. When a grievance is submitted on or after May 1, time limits shall consist of calendar days, so that the matter may be resolved as soon as possible thereafter.
- D. Parties in Interest - grievant, Association representatives and witnesses, Board representatives and witnesses.

2. Section II - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Section III - Time Limits

- A. Time limits provided in this Agreement may be extended by mutual agreement when agreed in writing by the parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- C. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.
- D. In the event a grievance is filed which might not be resolved within the time schedule established for grievance procedures before the end of the school year and that act could result in irreparable harm to a party in interest, the time limits set forth will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
- E. In the event the supervisor and/or the Superintendent is absent from site, all time limits will be tolled.

4. Section IV - Procedure

A. Informal

The parties in interest acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal

communication. Accordingly the grievant will present the problem to his/her supervisor and try to informally work out a solution to the problem prior to filing a grievance. The employee's request for the informal meeting must be made within twenty (20) calendar days from the time the employee knew or should have known of the act or condition on which the grievance is based. If the dispute or disagreement is not resolved at the informal meeting, the employee may proceed to Step I.

If the supervisor's response at the informal meeting is that he/she does not have the authority to make a decision, the informal procedure shall move to the level of the Superintendent under a formal grievance filing at Step II.

If the written grievance is not filed within five (5) working days after the informal meeting, then the grievance shall be waived. A dispute concerning whether or not the time limit for filing has been exceeded shall be decided by the arbitrator prior to hearing the merits of the grievance.

B. Step I

1. If the problem is not resolved at the informal meeting, it may be stated in writing and filed as a grievance with the supervisor. The written grievance must be filed within five (5) working days from the time of the informal meeting. The supervisor shall hold a meeting with the grievant within five (5) days of receipt of the written grievance. Written grievance statements shall be countersigned by the Association president. Beginning at this step, an Association representative may be present at all hearings and receive a copy of written decisions.
2. Within five (5) working days after the aforementioned meeting the supervisor shall communicate his/her answer together with reasons in writing to the grievant and to the Association. If no written response from the supervisor is received within the five (5) working days, the grievant may file the Step II grievance.

C. Step II

1. If the grievant believes that there is an error in the decision reached at Step I, the grievant may file a written appeal within five (5) working days to the Superintendent. The appeal must state what is in error with the lower decision.
2. The Superintendent shall notify the parties in interest of the time and place for a hearing on the grievance. Such hearing shall be held within five (5) days of receipt of the appeal.
3. The Superintendent shall give a written decision on the grievance to the grievant and Association representative within ten (10) working days after the hearing.

D. Step III

1. In the event that the grievant is not satisfied with the disposition of his/her grievance at Step II, or in the event that the grievant does not receive notice of its disposition within ten (10) working days in Step II, and provided that

the grievance cites concerns regarding the meaning of this Agreement or any part or parts of it or cites concerns regarding an alleged breach hereof, the Association may request arbitration within ten (10) days.

2. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators will be made jointly to the American Arbitration Association. Arbitration shall be carried out under and in accordance with the rules of the American Arbitration Association.
3. The arbitrator selected will confer with the representative of the Board and the Association and hold hearings promptly, and will issue his/her decision not later than twenty (20) days from the date of the close of hearings. The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning and conclusions on the issues submitted.
4. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. In the event that a case is appealed to an arbitrator on which he or she has not the power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
5. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on both the Association and the Board.
6. The costs for the services of the arbitrator, including per diem expense, if any, and his/her travel expenses and the cost of any hearing room will be borne equally by the Board and the Association. Other expenses will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by another.

5. Section V- Miscellaneous

- A. No party shall be entitled to arbitration until that party shall have exhausted all recourse to the level herein above set forth in this Article, unless otherwise mutually agreed.
- B. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association representative.
- C. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendation, and other necessary documents will be prepared jointly and distributed by the Association or the District.
- D. No reprisals of any kind will be taken by the Board or School Administration against any teacher because of his/her participation in this grievance procedure.

- E. Should the investigation or processing of any grievance require that a teacher or Association representative be released from his/her regular assignment, he or she shall be released without loss of pay or benefits.
- F. The District shall record Step II and Step III grievance hearings and shall provide a copy, at cost, of the recording upon written request of the grievant.
- G. The records and documents related to the processing of a grievance shall be maintained in a file separate from the teacher's official personnel file.
- H. No grievance may be filed without Association approval.
- I. A grievant may be represented at all stages of the grievance by him/herself, up to the arbitration level and then the Association will determine what cases go to arbitration, or by an Association representative.
- J. If a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and process such grievance through levels II and III of the procedure as appropriate.

600 ASSOCIATION RIGHTS

The facilities of the various schools in the District shall be made available for Association use at such time as they are not otherwise occupied and outside of contract time. The Site Administrator shall be notified no later than twenty-four (24) hours in advance of the time and place of all such use. The Association shall have the use of school equipment as needed when not in use. The Association will not charge to the District phone. All consumables will be paid for or replaced by the Association. The Association shall have the right to post notices of activities and information about Association business on school bulletin boards. The Association shall have the use of teacher mailboxes for communication to teachers.

601 ASSOCIATION LEAVE

The District shall provide up to thirty (30) days of Association leave for teachers representing the Association, for each school year this Agreement is in force. An Authorization Statement (initialed leave slip) from the President of the Association must be included with the notice of intent to use leave.

602 COPY OF BOARD AGENDA AND MINUTES

The Board shall provide the President of the Association with an agenda for Board meetings.

The Board shall provide the President of the Association with minutes from the Board Meetings.

The Board shall provide a copy of the minutes of Board Meetings to be placed on the Employee Bulletin Board at each site.

603 ASSOCIATION ATTENDANCE AT BOARD MEETINGS

The Association President or designee shall be provided with transportation to attend Board Meetings, when space is available on District charters.