



# Negotiated Agreement

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Between

**YUKON KOYUKUK  
ADMINISTRATORS ASSOCIATION  
and  
YUKON-KOYUKUK SCHOOL DISTRICT**

July 1, 2019 - June 30, 2022

Accepted for the Board:

  
YKSD Chairperson

Accepted for District:

  
Superintendent

Accepted for the Association:

  
YKAA President

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## **100 POSITION STATEMENT**

The Yukon-Koyukuk School District School Board endorses the management team concept in governance of the educational program. The Regional School Board recognizes the Administrators of the District as one leg of the leadership triad and endorses them as such.

By law, the Regional School Board for the Yukon-Koyukuk School District is charged with the responsibility to render policy decisions regarding management and instructional functions in public education within the boundaries of the district.

The Superintendent of Schools for the Yukon-Koyukuk School District is given the responsibility of administration of the policies set forth by the Regional School Board.

The Administrators of the Yukon-Koyukuk School District facilitate the policies set by the Regional School Board and directed by the Superintendent of Schools. All policies set forth by the Board are carried out through regulations promulgated by the Superintendent with advice and consultation of said Administrators.

## **102 YUKON-KOYUKUK ADMINISTRATORS ASSOCIATION**

### **A. Recognition:**

The Board will recognize the Yukon-Koyukuk Administrators Association (YKAA) as the entity for bargaining purposes preceding the terminal year of the Agreement for the purpose of negotiating salaries, and other terms and conditions of employment for the next agreement, unless fifty-one percent (51%) or more of the eligible members petition and vote under appropriate regulations to decertify.

### **B. Membership:**

The Board recognizes that the membership of the YKAA consists of Principals, Principal/Teachers, Directors, Coordinators, and Supervisors, all of which are considered non-confidential employees by the Alaska Department of Labor. These administrators are contractually employed by the Yukon-Koyukuk School District. The members of YKAA agree to pay annual dues in the amount of \$100 per year.

### **C. Association Dues or Deductions:**

The Board shall deduct annual Association dues from the October pay of any and all Administrators who have authorized such a deduction. A signed Association membership form shall include a statement that said deduction shall continue from year to year without further authorization unless revoked. If the form is submitted September 1, the dues shall be deducted from the next monthly payroll. These deductions shall continue from year to year without further authorization from the Administrator except that Administrators may revoke their authorization as of September 1. The Association president shall inform the District, in writing, by September 15th, of each year of any changes in annual united Administration dues. The amount deducted shall be promptly remitted to the Association.

#### **D. Individual Membership Rights:**

It is recognized that Administrators have the right to join or refrain from joining organizations of their own choosing for the purpose of representation in their employment relations with the District. Membership in any organization shall not be required as a condition of employment in the District, and the District will not discriminate with respect to any term or condition of employment for the purpose of encouraging or discouraging membership in an organization. However, as in "A," the only bargaining unit recognized by the Regional School Board of YKSD will be YKAA, per terms delineated in "A."

#### **E. Association Rights and Responsibilities:**

The Superintendent will:

1. Provide no more than twenty (20) cumulative days leave for Association business. Granting of leave shall be upon written request by the Association president to the Superintendent.
2. Involve Administrators in the preparation of the school calendar.
3. Provide each Administrator with access to this Negotiated Agreement.
4. Assist in resolving necessary modifications to this agreement mutually agreed to by both parties.
5. Involve the Administrators in proposed changes in teacher evaluation instruments and procedures.
6. Involve the Administrators in proposed changes for the evaluation of all Administrators.
7. Involve the Association in proposed changes affecting the terms and conditions of employment of members of the Association.

#### **F. Challenges**

Challenges to the Association's rights, obligations, and status as the exclusive bargaining agent shall be made in accordance with the Public Employment Relations Act.

#### **G. Management Rights**

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

Both the Association and the District understand and agree that, as salaried management employees, work beyond the normal work day and work year (i.e. evenings and weekends) are inherent and often necessary in the job and duties of a building level or central office administrator. With this understanding, the standard year and work day are defined for the purposes of this agreement, it is further understood that the administrator shall not be entitled to additional compensation for time worked in excess of the standard work day or work year, unless there is prior written agreement by the Superintendent.

Further, it is agreed that administrators covered under this agreement may use up to nine (9) Saturdays, with prior written agreement as regular contract days.

## **104 DEFINITIONS**

- A. "**Administrator**" means anyone employed by the Yukon-Koyukuk School District in one of the following capacities: Principal, Principal/Teacher, Director, Supervisor, Coordinator, and non-certificated capacity: Maintenance Supervisor.

- B. **“District”** means the Yukon-Koyukuk School District.
- C. **“Employee and Administrator”** means employed by YKSD.
- D. **“Superintendent”** means the Yukon-Koyukuk School District Superintendent of Schools or designee.
- E. **“Principal”** means those employees possessing Type “B” Certificates who are employed as Principals.
- F. **“Assistant Principal”** means those employees possessing both Type T and Type B Certificates for schools with more than 500 students.
- G. **“Principal-Teacher Type B”** means those employees having Type “B” Certificates who are employed as Principals with teaching responsibilities.
- H. **“Coordinator”** means those employees who are employed as Coordinators.
- I. **“Director” means those employees who are employed as Directors.**
- J. **“Supervisor”** means those employees who are employed as Supervisors.
- K. **“Confidential Employee”** means those employees who are employed by the District who are privy to confidential records of the district (i.e. financial records, personnel records, etc.) These employees include, but are not limited to: Superintendent of Schools, Assistant to the Superintendent, Business Manager, Assistant Business Manager, etc.
- L. **“Non-Confidential Employee”** means those employees who are employed by the District who are not considered “Confidential Employees” as defined by this document, Alaska Department of Labor Case Law, and the Alaska Statutes.

## **108 MAINTENANCE OF AGREEMENT**

### **A. Non-Interruption of Services**

During the term of this Agreement, all differences between the District, employees, and YKAA shall be resolved without interruption of the school program. Neither the employees as a group or individually, or the YKAA shall encourage or participate in any strike or interference with or the withholding of services from the District. Either party may initiate negotiations by written notice of intent to negotiate by December 15th of the year this Agreement expires. Written notice of intent to negotiate shall be submitted by the Association to the Superintendent’s designee, or by the Superintendent’s designee to the Association. The first negotiation session shall be held no later than the first day of February in the final year of this contract.

### **B. Scope and Conformity to the Law**

This Agreement expressly supersedes any other agreement and constitutes the full and complete agreement between, and is binding upon, the District and the employees. During its term, this Agreement may be modified only by mutual written agreement between the duly authorized representatives of the Board and the YKAA.

All Articles are binding for all employees and may not be changed for the benefit of any individual or individuals.

If any provision of the Agreement is found to be contrary to law by a court, agency or tribunal having jurisdiction and enforcement powers over the District, said provision shall be declared invalid and unenforceable; but all other provisions of the Agreement shall remain unaffected. The Board and the Association shall meet within 30 calendar days after receipt of the order, or if an appeal is taken the parties shall meet within 30 calendar days after the exhaustion of the appeal procedures, to negotiate a replacement for the

invalid provision consistent to the greatest extent possible with the intent of the original provision.

**C. Non-Discrimination**

The District and YKAA will not unlawfully discriminate against an employee in employment matters or with regard to membership or non-membership in YKAA.

**D. Distribution of Agreement**

The District will provide access to the Agreement by posting on the District website.

**E. Duration of Agreement**

The term of this Agreement shall be from July 1, 2016, through June 30, 2019, with the exception of the Salary Schedule, which would be negotiated annually.

**200 COMPENSATION**

**A. Initial Placement on Pay Scale**

A maximum of eight (8) years administrative experience requiring a Type B Certification will be credited to the Principal/Teacher Type “B” or Principal Scales. This may consist of eight (8) years Alaskan administrative experience and up to eight (8) years out of state experience for those holding a Master’s degree or higher.

A maximum of eight (8) years experience will be credited to the Director or Coordinator Scales. This may consist of eight (8) years of In-District experience and eight (8) years out of state experience for those holding a Master’s degree or higher.

**B. Contract Length**

Following are the contract lengths of the various Administrative Positions:

- |                                       |          |
|---------------------------------------|----------|
| 1. Principal/Teacher, Principal       | 208 days |
| 2. Directors                          | 260 days |
| 3. Coordinators, Assistant Principals | 210 days |
| 4. Supervisors                        | 260 days |

**C. Standard Work Day/Contract Year**

The standard workday for administrator shall consist of (7.5) hours exclusive of the lunch period. If the administrator is assigned to work less than the standard workday, the administrator’s salary, leave, and other quantifiable benefits shall be prorated accordingly. Administrators covered under this agreement may use up to nine (9) Saturdays as regular contract days as approved by their supervisor.

Flex Days – 260 day administrators will be allotted 12 flex days to work off-site. These days will recorded in the district’s time and leave approval system. When working remotely, administrators will follow all District policies. No more that 3 flex days can be used consecutively.

Within reason, work beyond the standard workday and contract year (i.e. evenings and weekends) is inherent and often necessary to complete the job duties of a building level or central office administrator. As salaried employees, it is understood that administrators are not entitled additional compensation for time worked in excess of the standard workday or

contract year to complete such tasks without mutual written agreement between the employee and the Superintendent.

The following Paid holidays will include:

Labor Day

Thanksgiving (2)

Christmas Day

New Year's Day

Memorial Day (only if included in workday calendar)

Independence Day (only if included in workday calendar)

#### **D. Salary and Salary Schedule Placement**

See the attached schedules for the salary specifics of each position. With this agreement, Principals and Principal/Teachers must possess a Type B certificate and a valid Alaska teaching certificate for hire with the District.

#### **E. Contingency Clause**

In the event that health benefits are renegotiated by the MYEA that detrimentally affects the YKAA members, YKAA will have the option to renegotiate the salary schedule.

### **204 DEADLINES**

#### **1. Notification of Salary Computation Errors**

The administrator must inform the District in writing of any mistake in the salary computation and/or placement by January 15 of the school year.

Failure on the part of the administrator to notify the District by the January 15 date shall constitute a complete waiver of any and all claims the administrator may have with regard to salary computation and/or placement. The administrator shall not bring any action to enforce correction of any error so waived.

#### **2. Overpayments**

Should overpayments to employees occur, such overpayment shall not be deducted from the employee's paycheck until the employee has been notified of the overpayment. A repayment plan may be formulated by mutual agreement.

## 206 SALARY SCHEDULES

### YKAA SALARY SCHEDULE FY20

		260 SUPERVISOR		210 COORDINATOR		210 ASSISTANT PRINCIPAL		208 PRINCIPAL		260 DIRECTOR
0	\$	70,000.00	\$	74,562.00	\$	80,000.00	\$	86,817.30	\$	93,252.48
1	\$	71,265.00	\$	75,925.74	\$	81,337.00	\$	88,426.86	\$	94,989.54
2	\$	72,555.00	\$	77,316.00	\$	82,700.00	\$	90,067.02	\$	96,761.28
3	\$	73,870.00	\$	78,734.82	\$	84,091.00	\$	91,740.84	\$	98,568.72
4	\$	75,210.00	\$	80,181.18	\$	85,509.00	\$	93,447.30	\$	100,412.88
5	\$	76,580.00	\$	81,657.12	\$	86,956.00	\$	95,188.44	\$	102,292.74
6	\$	77,975.00	\$	83,162.64	\$	88,432.00	\$	96,965.28	\$	104,211.36
7	\$	79,400.00	\$	84,698.76	\$	89,938.00	\$	98,776.80	\$	106,167.72
8	\$	80,850.00	\$	86,264.46	\$	91,473.00	\$	100,624.02	\$	108,162.84
9	\$	82,330.00	\$	87,861.78	\$	93,039.00	\$	102,508.98	\$	110,198.76
10	\$	83,840.00	\$	89,491.74	\$	94,637.00	\$	104,431.68	\$	112,274.46
11	\$	85,380.00	\$	91,153.32	\$	96,266.00	\$	106,392.12	\$	114,393.00
12	\$	86,950.00	\$	92,848.56	\$	97,928.00	\$	108,392.34	\$	116,552.34
13	\$	88,550.00	\$	94,578.48	\$	99,624.00	\$	110,432.34	\$	118,755.54
14	\$	90,182.00	\$	96,339.00	\$	101,350.00	\$	112,513.14	\$	120,999.54
15	\$	91,872.00	\$	98,130.12	\$	103,106.00	\$	114,636.78	\$	123,284.34

### YKAA SALARY SCHEDULE FY21

		260 SUPERVISOR		210 COORDINATOR		210 ASSISTANT PRINCIPAL		208 PRINCIPAL		260 DIRECTOR
0	\$	71,400.00	\$	76,053.24	\$	81,600.00	\$	88,553.65	\$	95,117.53
1	\$	72,690.00	\$	77,444.25	\$	82,963.74	\$	90,195.40	\$	96,889.33
2	\$	74,005.00	\$	78,862.32	\$	84,354.00	\$	91,868.36	\$	98,696.51
3	\$	75,345.00	\$	80,309.52	\$	85,772.82	\$	93,575.66	\$	100,540.09
4	\$	76,715.00	\$	81,784.80	\$	87,219.18	\$	95,316.25	\$	102,421.14
5	\$	78,110.00	\$	83,290.26	\$	88,695.12	\$	97,092.21	\$	104,338.59
6	\$	79,535.00	\$	84,825.89	\$	90,200.64	\$	98,904.59	\$	106,295.59
7	\$	80,985.00	\$	86,392.74	\$	91,736.76	\$	100,752.34	\$	108,291.07
8	\$	82,465.00	\$	87,989.75	\$	93,302.46	\$	102,636.50	\$	110,326.10
9	\$	83,975.00	\$	89,619.02	\$	94,899.78	\$	104,559.16	\$	112,402.74
10	\$	85,515.00	\$	91,281.57	\$	96,529.74	\$	106,520.31	\$	114,519.95
11	\$	87,085.00	\$	92,976.39	\$	98,191.32	\$	108,519.96	\$	116,680.86
12	\$	88,685.00	\$	94,705.53	\$	99,886.56	\$	110,560.19	\$	118,883.39
13	\$	90,317.00	\$	96,470.05	\$	101,616.48	\$	112,640.99	\$	121,130.65
14	\$	91,977.00	\$	98,265.78	\$	103,377.00	\$	114,763.40	\$	123,419.53
15	\$	93,667.00	\$	100,092.72	\$	105,168.12	\$	116,929.52	\$	125,750.03

### YKAA SALARY SCHEDULE FY22

		260 SUPERVISOR		210 COORDINATOR		210 ASSISTANT PRINCIPAL		208 PRINCIPAL		260 DIRECTOR
0	\$	72,828.00	\$	77,574.30	\$	83,232.00	\$	90,324.72	\$	97,019.88
1	\$	74,118.00	\$	78,993.14	\$	84,623.01	\$	91,999.31	\$	98,827.12
2	\$	75,433.00	\$	80,439.57	\$	86,041.08	\$	93,705.73	\$	100,670.44
3	\$	76,773.00	\$	81,915.71	\$	87,488.28	\$	95,447.17	\$	102,550.90
4	\$	78,143.00	\$	83,420.50	\$	88,963.56	\$	97,222.57	\$	104,469.56
5	\$	79,538.00	\$	84,956.07	\$	90,469.02	\$	99,034.05	\$	106,425.37
6	\$	80,963.00	\$	86,522.41	\$	92,004.65	\$	100,882.68	\$	108,421.50
7	\$	82,413.00	\$	88,120.59	\$	93,571.50	\$	102,767.38	\$	110,456.90
8	\$	83,893.00	\$	89,749.54	\$	95,168.51	\$	104,689.23	\$	112,532.62
9	\$	85,403.00	\$	91,411.40	\$	96,797.78	\$	106,650.34	\$	114,650.79
10	\$	86,943.00	\$	93,107.21	\$	98,460.33	\$	108,650.72	\$	116,810.35
11	\$	88,513.00	\$	94,835.91	\$	100,155.15	\$	110,690.36	\$	119,014.48
12	\$	90,113.00	\$	96,599.64	\$	101,884.29	\$	112,771.39	\$	121,261.05
13	\$	91,745.00	\$	98,399.45	\$	103,648.81	\$	114,893.81	\$	123,553.26
14	\$	93,405.00	\$	100,231.10	\$	105,444.54	\$	117,058.67	\$	125,887.92
15	\$	95,095.00	\$	102,094.58	\$	107,271.48	\$	119,268.11	\$	128,265.03



## **212 HEALTH INSURANCE**

1. The Board agrees to provide a group health care plan to all employees covered by this Agreement for the duration of this Agreement.
2. Coverage shall be extended until June 30 for any terminating administrator who completes a contract year. If an administrator has been terminated or voluntarily resigns before contract is completed, all benefits cease on date of termination.
3. Administrators 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.
4. The District will continue a Section 125 Plan.
5. The parties agree to a limited re-opener of this article should the monthly premium exceed \$1,000.00 per month.
6. Prior to the annual renewal, a Joint Health Insurance Review Committee will be formed to explore Health Insurance options and cost containment factors. The District's Health Insurance Policy is renewed in January of each year.
7. This committee will be comprised of up to six (6) joint team members; three MYEA representatives of their choosing and three District representatives of which one will be a YKAA member.

## **214 LIFE INSURANCE**

The District shall provide the employee with a life insurance policy equal to two times the employee's annual salary. 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.

The Principal will have the option to continue life insurance coverage at his/her own expense during a long-term leave of absence.

## **216 LIABILITY INSURANCE**

The District shall provide each certificated employee with at least one million dollars (\$1,000,000) professional liability insurance. Said coverage shall insure against liability for damages awarded against the employee for acts or omissions within the scope of District employment, including, but not limited to, the supervision of extracurricular activities and community school events. The insurance coverage will be subject to customary and usual exclusions. Cost for this coverage will be borne by the District. The District shall, through the risk management department/team/committee, arrange for this coverage to be in force for the life of this agreement. The District will provide annual notification to the President of YKAA summarizing the policy carrier, coverage, and any changes that may arise.

## **220 PAYMENT OPTIONS**

The District shall have administrators' paychecks follow the same schedule as the Teachers' Negotiated Agreement. All EFT's (Electronic Funds Transfers) will be made before the last day of each month. Administrators shall be paid in 12 equal divisions of payment.

Checks due in November, December and May will be issued before the holidays, on last workday prior to the holiday.

## **221 PAYROLL ADVANCE**

A payroll advance may be granted to any regular administrator when circumstances defined as unforeseen, unplanned and unavoidable require a staff member to secure funds on short notice and the administrator has exhausted all other reasonable sources of financial relief.

- An administrator will receive no more than three pay advances in a twelve (12) month period.
- The amount requested for an advance cannot exceed 80% of the administrator's net pay for one pay period. The minimum request is \$100.00 and the maximum request is \$2000.00.
- Repayments must be made through payroll deductions.
- An administrator who receives an advance will be required to sign a payroll advance form.
- The advance pay must be paid in full within 60-days of the advance, beginning the following pay period.
- If the administrator terminates prior to repayment of the advance, the advance balance due at the time of termination will be deducted from the administrator's final paycheck. This will include using the administrator's accrued annual leave due to settle the advance due if necessary. If the funds are not enough to satisfy the debt, the administrator will be required to make personal payment in full for the balance, or sign a promissory note for the balance.
- An administrator will not be eligible for a pay advance if there is an outstanding pay advance.

### **Procedure**

1. To receive an advance the administrator must submit a completed Payroll Advance Form to payroll for approval.
2. The signatures of the administrator requesting the advance and the Business Manager (or designee) are required to sign for authorization of the Payroll Advance for processing.
3. Requests must be submitted by noon Wednesday to have an advance Friday. No exceptions. Payroll will initiate this process with the Business Office. The payroll advance will be processed in accordance with the regular payroll deposit directive on file.

## **222 PAYROLL DEDUCTIONS**

Upon request the District will make the following payroll deductions:

1. Rent of Housing.
2. Credit Union and banks are determined by the Administrator. The District shall not be held accountable for the arrival date of deposits if mailed by the last day of the month.
3. Tax Sheltered Annuities to be determined by the Administrator.
4. YKAA Dues

\* In the case where it is found that the district is owed money by administrator, (i.e. unreturned equipment, district property, not rightly belonging to the administrator), the administrator will be responsible for repaying the district or returning district property. The district shall notify the administrator of funds due. The administrator shall be given the

opportunity to pay in check form, prior to the administrator's check being paid out. If the administrator does not respond to requests, the deduction shall be made from the administrator's final paycheck, not to exceed the cost of such items.

## **223 PROFESSIONAL DEVELOPMENT**

The district will pay for membership in one professional organization per year for each administrator.

## **224 PER DIEM AND TRAVEL REIMBURSEMENT**

### Per Diem

Any administrator 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 of receipts. Administrators shall be paid per diem if travel extends beyond twelve (12) hours or requires overnight stay away from duty station. Per diem is paid as follows:

1. 12:01 a.m. - 8:00 a.m.: \$13.00
2. 8:01 a.m. - 5:00 p.m.: \$20.00
3. 5:01 p.m. - 12:00 a.m.: \$29.00

### Travel Reimbursement

Administrators traveling back to their home site or another site on a non-contract day will receive compensation in the form of a \$150.00 stipend without per diem provided their reason for travel is related to work. The District will make a concerted effort to avoid administrator travel on non-contracted time.

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

## **226 MILEAGE REIMBURSEMENT**

Administrators 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, administrator s on the unpaved section of the Elliott Highway will be compensated another \$.08 per mile for this hazardous route.

## **228 ACTING SUPERINTENDENT PAY**

Directors designated by the Superintendent to be Acting Superintendent during the Superintendent's absence shall be compensated an additional \$50 per day.

## **230 EXTRA CURRICULAR COMPENSATION**

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.

Administrators 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:

**Extra-Curricular Compensation Scale**

<b>Group 1:</b>	ASAA High School Basketball Coaches	\$3,000
<b>Group 2:</b>	Esports Coaches	\$2,500
<b>Group 3:</b>	Yearbook Advisors	\$2,000
	Student Council Advisors	
	Site Techs	
	EdTech Coaches	
<b>Group 4:</b>	Elementary/Middle School Basketball Coaches	\$1,500
	ASAA X-Country Track	
	ASAA X-Country Skiing	
	ASAA Rifle	
<b>Group 5:*</b>	Club Advisors	\$1,000
	Native Youth Olympic (NYO) Advisor	
<b>Group 6:*</b>	Tournament Directors	\$250
	School Event Coordinators (per tournament or event)	

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

**All new activities will require a submitted proposal for placement on the Extra-Curricular Compensation Scale. Proposals shall be submitted to the Human Resources, a minimum of four (4) weeks prior to the start date of the activity.**

**300 LEAVES**

**A. Permission**

An Administrator shall request leave from his/her immediate supervisor. The supervisor shall respond in writing within three (3) days of receipt of the request.

**B. Emergency/Bereavement Leave**

Administrators 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 per the Family Medical Leave Act (FMLA) as the employee's child, spouse, parent or person for whom the employee has guardianship.
2. Serious illness or accident, which requires hospitalization of a member of the immediate family. Documentation from a health care provider will be required.
3. Exceptions to the immediate family definition, cause for, or 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.

### **C. Sick Leave**

1. Sick leave may be used when an employee or member of the employee's immediate family is ill or injured and when making or completing medical appointments including accompanying immediate family to such appointments.
2. The "immediate" family is defined per Family Medical Leave Act (FMLA) as the employee's child, spouse, or parent or person for whom the employee has guardianship.
3. When it becomes necessary for an employee to use sick leave, it is the responsibility of the employee to notify his/her immediate supervisor no less than one hour prior to the employee's contract day.
4. If sick leave is for a scheduled medical appointment, the employee shall notify his/her immediate supervisor at least one week in advance, or as soon as practical.
5. Approval to use leave must be verified per supervisor's signature.
6. A health care provider's note is required for all sick leave that is three consecutive days or more.

### **D. Parental Leave**

#### **1. Maternity**

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

#### **2. Paternity**

An administrator 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. Paternity leave may be a combination of sick leave, personal leave, and leave without pay. The length of the paternity leave shall be determined by written statements from the administrator's health care provider.

#### **3. Leave For Adoption**

Requests for leave for adoption shall come out of sick leave and be made as soon as the adoption is known to be imminent. It shall begin when the child is received. Unless the attending physician or adoptive agency requires otherwise, no adoptive leave shall exceed twenty (20) consecutive working days.

#### **4. Child Rearing Leave**

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

## **E. FMLA & AFLA**

1. Will take effect the day that the health care provider's certification states the effective start date begins. A health care provider's certification will be required. This form will be provided to the employee by the district.
2. Where there are two employed spouses requesting leave, the district will allow leave as defined by FMLA & AFLA, where the two employed spouses will share leave entitlement, not to exceed leave defined by both acts. i.e. the employees may divide the allotted leave concurrently, with approval.

## **F. Annual Leave**

All coordinators, directors, and supervisors will receive all of their annual leave at the beginning of the fiscal year. If an employee terminates before the end of their contract, they will reimburse the district for used annual leave out of their last check on a prorated basis.

No annual leave may be carried over from one year to the next. Leave will be used only with consent of their supervisor. Unused annual leave will be paid out upon resignation or termination up to 10 days. Any annual leave days that will be lost in accordance with this paragraph will be purchased by the District at a rate of \$250.00 per day up to 10 days.

### **1. Principals**

- a. Five (5) annual leave days will be provided each year to each full time certificated Principal and certificated Assistant Principal to be used at his/her discretion. Part-time employees annual leave will be prorated per their full time equivalency (FTE).
- b. Unless it is an emergency and time will not permit, employees shall request in writing the use of annual leave a minimum of forty-eight (48) hours in advance to their immediate supervisor.
- c. Leave must be approved by supervisor prior to being used.
- d. Annual days shall not accrue from year to year. Unused annual leave shall be cashed out and disbursed with the final paycheck at the rate of \$250.00 per day up to 10 days.
- e. No more than three (3) consecutive days may be used at one time.
- f. Annual leave may not be taken on in-service days, immediately preceding or following a school holiday, days within the first two or last two weeks of school, or during mandated student assessment days. If factors beyond the employee's usual control require that the employee use annual leave on such days, additional documentation will be required and approval must be given by the superintendent.
- g. Use of annual leave on any one given day shall be limited to two (2) staff members or fifty percent (50%) of total staff, whichever is less.
- h. If the employee's contract is not completed, annual leave days will be prorated based on the completed contract days.

### **2. Coordinators**

- a. Five (5) annual leave days will be provided each year to each full time Coordinators to be used at his/her discretion. Part-time employees annual leave will be prorated per their full time equivalency (FTE).
- b. Unless it is an emergency and time will not permit, employees shall request in

writing the use of annual leave a minimum of forty-eight (48) hours in advance to their immediate supervisor.

- c. Leave must be approved by supervisor prior to being used.
- d. Annual leave shall not accrue from year to year. Unused annual leave shall be cashed out and disbursed with the final paycheck at the rate of \$250.00 per day up to 10 days.
- e. Annual leave may not be taken on in-service days, days within the first two or last two weeks of school, or during mandated student assessment days. If factors beyond the employee's usual control require that the employee use annual leave on such days, additional documentation will be required and approval must be given by the superintendent.
- f. If the employee's contract is not completed, annual leave days will be prorated based on the completed contract days.

### **3. Directors**

- a. Twenty-four (24) annual leave days will be provided per year for 260 day Directors.. Directors will be allotted 12 Flex Days to work off site. These days will be recorded in the district's time & leave approval system. When working remotely, employees will follow all District policies. No more than 3 flex days can be used consecutively.  
Part-time employees annual leave will be prorated per their full time equivalency (FTE).
- b. Unless it is an emergency and time will not permit, employees shall request in writing the use of annual leave a minimum of forty-eight (48) hours in advance to their immediate supervisor.
- c. Leave must approved by supervisor prior to being used.
- d. Annual leave shall not accrue from year to year. Unused annual leave shall be cashed out and disbursed with the final paycheck at the rate of \$250.00 per day up to 10 days.
- e. Annual leave may not be taken on in-service days, days within the first two or last two weeks of school, or during mandated student assessment days. If factors beyond the employee's usual control require that the employee use annual leave on such days, additional documentation will be required and approval must be given by the superintendent.
- f. If the employee's contract is not completed, annual leave days will be prorated based on the completed contract days.

### **4. Supervisors**

- a. Twenty-four (24) annual leave days will be provided each year to each full time Supervisor to be used at his/her discretion. Part-time employees annual leave will be prorated per their full time equivalency (FTE). Supervisors will be allotted 12 Flex Days to work off site. These days will be recorded in the district's time & leave approval system. When working remotely, employees will follow all District policies. No more than 3 flex days can be used consecutively.
- b. Unless it is an emergency and time will not permit, employees shall request in writing the use of annual leave a minimum of forty-eight (48) hours in advance to their immediate supervisor.
- c. Leave must be approved by supervisor prior to being used.

- d. Annual leave shall not accrue from year to year. Unused annual leave shall be cashed out and disbursed with the final paycheck at the rate of \$250.00 per day up to 10 days.
- e. Annual leave may not be taken on in-service days, days within the first two or last two weeks of school, or during mandated student assessment days. If factors beyond the employee's usual control require that the employee use annual leave on such days, additional documentation will be required and approval must be given by the superintendent.
- f. If the employee's contract is not completed, annual leave days will be prorated based on the completed contract days.

### **G. Medical Leave**

At the discretion of the Board, unpaid leave for medical purposes may be granted for up to a one-year period and extended for an additional one-year period. During medical leave, the District will pay for medical and life insurance coverage per "FMLA." After the terms of "FMLA" have been met by the District the Administrator will be responsible for their own coverage. The granting of medical leave will require a letter from the physician treating the employee, outlining the nature of the disability and estimating when the employee will be able to return to employment. At the end of the leave period granted by the District, if the employee is unable to return to work, the employee may be terminated without prejudice.

### **H. Professional Development Leave**

Upon prior approval from the Superintendent, each administrator may be granted Professional Development leave to attend one (1) professional meeting per year. Leave for political or non-district business is not considered Professional Development leave.

Leave will be limited to three days dependent upon the conference or workshop.

Administrators shall request in writing the use of professional development leave a minimum of three (3) weeks in advance to their immediate supervisor. The request shall be made using the Request for Professional Development Form. Approval to request such leave must be verified per the immediate supervisor's signature prior to leave being approved.

The request shall include:

- specifics of timing (dates and duration of the leave);
- sessions and activities that will be attended;
- the expected outcome(s) of attendance;
- reporting obligations upon completion of workshop/conference;
- related costs requested for duration of the leave; and
- benefits to the position, school, and district.

A request for professional development leave may be denied if the absence will result in the work of the position not being covered. No professional development leave will be granted after March 16th without a signed employment contract for the following year.

After the leave is completed, a written report as described in his or her original proposal must be submitted to the immediate supervisor and/or the department head.



## **I. Legal Leave**

The Administrator shall be granted leave with pay as provided in 4AAC.09.020(b). If an Administrator is required to appear in court as a defendant as a result of an on the job occurrence the Board agrees to provide the Administrator administrative leave for the court appearance(s). If the Administrator is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

## **J. 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 administrator.
3. All other benefits, with the exception of salary and salary related benefits, shall continue.

## **K. Long Term Leave Without Pay**

Conditions of Approved Long Term Leave:

1. With approval of the Superintendent, at time of application, an administrator returning from long-term leave may be assigned to the location previously held unless the administrator requests and is granted a voluntary transfer. All administrators on leave shall be notified of vacant positions by the same date as active personnel. Administrators shall notify the Superintendent of their intention to return by March 15 of the calendar year in which they plan to return.
2. All requests for long-term leave 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.
3. An Administrator on approved leave of absence without pay does not lose rights under the non-retention status, and the leave year does not constitute a break in service under Administrator's Retirement advancement or advancement on the salary schedule unless otherwise specifically noted.
4. An Administrator on unpaid leave of absence may continue his/her health insurance for the duration of the leave by reimbursing the District at current District cost on a monthly basis for the coverage.
5. Medical Leave and Medical Leave Act Provisions At the discretion of the Board, unpaid leave for medical purposes may be granted for up to a one-year period and extended for an additional one-year period. During medical leave, the District will pay for medical and life insurance coverage per "FMLA." After the terms of "FMLA" have been met by the District the Administrator will be responsible for their own coverage. The granting of medical leave will require a letter from the physician treating the employee, outlining the nature of the disability and estimating when the employee will be able to return to employment. At the end of the leave period granted by the District, if the employee is unable to return to work, the employee may be terminated without prejudice.

## **L. 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.

### **M. Miscellaneous Non-Compensated Leave**

1. **Medical:** Requests for unpaid leave of absence for medical may be granted. Such requests must be accompanied by a doctor's statement.
2. **Exchange Teaching:** A leave of absence for the purpose of participating in exchange programs in other states, territories, or countries may be granted to any administrator 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.
3. **Educational:** Leave of absence without pay may be granted to Administrators for the purpose of study, travel, or working in a professionally related field with the approval of the Superintendent. Such leave may be renewed upon recommendation of the Superintendent.

## **301 FAMILY MEDICAL LEAVE ACT PROVISIONS**

FMLA & AFLA will be exercised with any qualifying extended sick leave requests under this agreement.

If an employee is considered an eligible employee under FMLA and under the Alaska Family Leave Act (AFLA), the employee will be granted a leave of absence without pay for medical reasons for up to eighteen (18) weeks during any twenty-four (24) month period as provided in the AFLA, or up to twelve (12) weeks during a twelve (12) month period as provided under the FMLA. This unpaid leave will be approved upon the occurrence of a serious health condition of the employee or to care for the employee's child, spouse, or parent who has a serious health condition. During this time the employee's health plan coverage will be maintained as if the employee was in paid status for up to twelve (12) weeks of leave, including any sick leave the employee has taken for the same purpose. Any time the leave extends beyond the twelve (12) weeks, the employee is subject to pay the monthly premium if the health insurance coverage is continued. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks during a rolling twelve (12) month period for purposes of leave taken to care for a child or parent with a serious health condition. The Association and the District agree that the provision of health insurance coverage for employees on unpaid leaves for family and medical reasons and all procedures are to be interpreted and applied consistently with the legal duties and responsibilities imposed by state and federal law and regulation, and are no greater.

A health care provider certification will be required. This form will be provided by the District.

Should the provisions of FMLA and/or AFLA be revised during the duration of this agreement, both the Association and the District agree to apply such provisions at that time.

## **307 TRAVEL DELAY**

When an administrator is on a personal trip and his/her return to work is delayed by transportation difficulties beyond his/her control, no disciplinary action will be taken against the administrator. The burden shall be upon the administrator to establish that the delay was beyond his/her control. The administrator's absence under the circumstances

will be charged to personal/annual leave. If the administrator has insufficient personal/annual leave to cover the absence, the time will be leave without pay (LWOP). When an administrator on district-authorized business is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to administrative leave.

### **308 WORKERS' COMPENSATION**

The District and administrators shall comply with regulations regarding workers' compensation.

In the event a administrator gets injured on the job, the administrator shall immediately notify his/her supervisor and the district's Human Resources staff of the work related injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. The administrator will work closely with the district in efforts to return to work as soon as possible.

All missed work due to injury shall be accompanied by a licensed health care provider's certification. The employee will submit leave requests to the employer to indicate leave is for a work-related injury. Absences caused by work related injuries will be paid out of the employee's sick and/or personal leave until the employee qualifies for worker's compensation. Leave without pay may be utilized if no other leave is available.

If the absence exceeds twenty-eight (28) days, worker's compensation benefits will pay the original three (3) days of paid leave. The combination of worker's compensation and daily wages paid will not exceed 100% of the employee's wages.

Should overpayments occur, such overpayment shall not be deducted from the employee's paycheck until the employee has been notified of the overpayment. A repayment plan may be formulated by mutual agreement, not to exceed the duration of the contract.

Administrators who are on worker's compensation may receive retirement credit for the time that they are on leave without pay to comply with AS 14.25.040 (e) which states that the employer will pay the employee's contributions while the administrator is on worker's compensation.

Medical insurance shall continue at no cost to the administrator during the injury period.

The employee will not be eligible for long-term disability while on worker's compensation or paid district leave.

Employees who were on workers' compensation may set up indebtedness with the TRS (when they return to work) to pay for the time applicable to the workers' compensation time and wages. Payment of this indebtedness will make them whole for retirement credit (time & wages).

At the time that the employee is able to comeback to work, the employee will provide a medical certification to resume work and go back on to the district's wage scale.

## **400 HIRING PRACTICES & TRANSFERS**

### **A. Automatic Rehiring**

All Administrators shall be automatically rehired as certificated employees of the District if not notified of non-retention prior to March 30.

### **B. New Hire**

New principals shall receive a \$1500.00 signing bonus. With this agreement, Principals and Principal/Teachers must possess an Alaska Type B certificate for hire with the District.

Signing bonuses will be paid in one lump sum added to the August paycheck of the qualifying year. These funds would not be qualifying funds under TRS contributions.

If the employee should leave the employment of the district, either voluntarily or involuntarily, during the first school term of employment, repayment of the signing bonus will be required in accordance with the following schedule:

<u>Period of Time Employed</u>	<u>Repayment Percentage</u>
After One Month	90%
After Two Months	80%
After Three Months	70%
After Four Months	60%
After Five Months or more	50%

If the employee completes the initial full year of teaching and resigns, there will not be a repayment penalty.

### **C. Voluntary Transfer**

1. After 3 years of service within the district, Administrators will be included as an applicant on the basis of their experience, employment history, qualifications, including ability to develop and/or implement site level strategic plans, and length of service in the District to transfer to any position within the bargaining unit which at the end of the school year is vacant for the next school year. Such transfer must be in the best interests of the District as determined by the Superintendent and the Community School Committee.
2. Administrators who have applications for transfer on file with the District shall automatically receive consideration for transfer to a position that becomes vacant during the school year.
3. In anticipation of positions coming vacant. Administrators desiring transfers may leave a written application stating this at the District Office prior to openings becoming available, and such Administrators will be considered automatically without further action on their part.
4. Any application for a transfer or reassignment position shall be considered after a demonstrable professional qualification for the position has been established. In the event that a transfer or reassignment is not approved, the District Office will provide the reasons in writing, if requested.

### **D. Involuntary Transfers**

1. 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. Procedure for involuntary transfer.
  - a. The Administrator shall receive twenty (20) work days written notice prior to the effective date of an involuntary transfer. However, if the Superintendent determines that the continued presence of the Administrator at the site will be detrimental to the educational program, reasonable notice less than twenty (20) work days may be given.
  - b. The notice shall state the reasons for the transfer. Upon written request, the Administrator is entitled to an informal hearing before the Superintendent to discuss the reasons given.
  - c. The hearing before the Superintendent shall not delay the effective date of the involuntary transfer.
  - d. The Administrator shall have the right to have any statements or comments contained in his/her personnel file concerning the reasons for the transfer expunged, if such reason tends to prejudice the professional reputation of the Administrator and is based on inaccurate or incorrect information obtained from the Community School Committee or some other source of information outside the formal professional evaluation process provided for in the Agreement.
  - e. An Administrator involuntarily transferred within the scope of paragraph "d" above, may be given consideration to transfer to vacant positions under this Article, Paragraph B.1 for a period of one year.
  - f. The cost of moving the administrator for an involuntary transfer, including personal items, household items, and airfare from the original site to the new site shall be borne by the District up to \$3000.00 dollars.
3. Issuance of Individual Administrative Contracts
  - a. Individual Administrator contracts shall be issued by the Board on or before March 30.
  - b. Individual Administrators 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.
  - c. Individual Administrator contracts shall conform to Alaska Statutes and Department of Education Early Development Regulations.
  - d. The individual Administrator contracts will provide for assignment locations. For an individual Administrator contract to be issued with the location left open the provisions of Section C. of this Article must be followed.

## **E. Reassignment**

1. Administrators who have been automatically rehired pursuant to Paragraph "A" above, may be reassigned to any certificated position within the District from one school year to the next, whether or not that position is covered by this Negotiated Agreement.
2. Administrators who are being reassigned to a position not covered by this Negotiated Agreement shall be notified of that reassignment by March 30, and shall be issued a contract for that new position by that date.
3. If reassigned, an Administrator may resign without prejudice or penalty if such resignation occurs before June 1st prior to the beginning of the school year.

## **405 MANAGEMENT RIGHTS**

The Board retains all rights to govern, manage, and operate the District under Alaska law except as may be expressly limited by this Agreement.

## **408 NON-DISCRIMINATION**

THE BOARD SHALL CONTINUE ITS POLICY OF NON-DISCRIMINATION OF ANY CERTIFICATED EMPLOYEE PER ALASKA STATE STATUTE:

### **CHAPTER 14.18. PROHIBITION AGAINST DISCRIMINATION BASED ON SEX OR RACE IN PUBLIC EDUCATION**

**Sec. 14.18.010.** Discrimination based on sex and race prohibited.

Recognizing the benefit to the state and nation of equal educational opportunities for all students, and equal employment opportunity for public education employees, discrimination on the basis of sex against an employee or a student in public education in Alaska and discrimination against an employee on the basis of race violate art. I, Sec. 3 of the Alaska Constitution and are prohibited. A person in the state may not on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal or state financial assistance.

THE ASSOCIATION SHALL CONTINUE TO ADMIT PERSONS TO MEMBERSHIP WITHOUT DISCRIMINATION PER ALASKA STATE STATUTE:

### **CHAPTER 14.18. PROHIBITION AGAINST DISCRIMINATION BASED ON SEX OR RACE IN PUBLIC EDUCATION**

**Sec. 14.18.010.** Discrimination based on sex and race prohibited.

## **414 PERSONNEL FILE**

Upon request to the Human Resources Department, Administrators shall receive access to their personnel files within one workday. Before any material which originated after the Administrator became employed by the District is placed in the Administrator's official personnel file, he/she shall be given a copy of such material and shall sign the original document to indicate he/she has read it, or the District shall indicate his/her refusal to so sign. If he/she so chooses, the Administrator may attach to the filed document any explanatory remarks he/she deems appropriate.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

## **500 GRIEVANCE PROCEDURE/DUE PROCESS**

### **A. Grievance Definition**

Grievance is defined as “a claim relating to the proper application and interpretation of the provisions of this Agreement and/or all applicable due process procedures in accordance with State and Federal Law.”

### **B. Grievance Timeline**

Grievances shall be processed as rapidly as possible; the number of days indicated at each level shall be considered as a maximum; every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual written agreement. Should the grievant not adhere to the time limits specified in this Article, the grievant will be bound by the written decision from the previous level. Should the District not adhere to the time limits herein, the grievant may proceed at once to the next level. In any event, the written grievance must be filed within five workdays after which the grievant knew, or should have known of the cause for the dispute.

### **C. Informal Resolution**

An employee or group of employees with a potential grievance will first seek informal resolution of the grievance with the immediate supervisor. It is more desirable for an employee and his/her supervisor to resolve problems through free and informal communication that provides for unbroken service to the students and a positive working relationship with administrator supervisor. The grievant will present the problem to their supervisor and informally work toward a solution prior to filing a grievance. The informal meeting should be requested within ten (10) working days from the time the employee knew of the act or condition on which the grievance is based. If the dispute is not resolved at the informal meeting, the employee may proceed to Grievance Level One.

### **D. Formal Resolution Procedures**

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

#### **1. Grievance Level One**

If the grievance is not resolved, the employee or group of employees shall file a written grievance with the supervisor within five workdays after which the grievant knew of the cause for the dispute. Information copies are to be sent to the YKAA president and the Superintendent. The supervisor shall meet with the grievant(s) and render a written decision within five workdays of receipt of the written grievance.

#### **2. Grievance Level Two**

Within five workdays of receipt of the written decision of the supervisor, the decision may be appealed to the Superintendent. The appeal shall include a copy of the decision being appealed and a statement of grounds for appealing the decision. The appeal shall be heard and a written decision rendered within five workdays of receipt of the appeal.

#### **3. Grievance Level Three**

The decision, if not acceptable to the grievant(s), may be appealed to the Board within five workdays of receipt of the decision. The appeal must include copies of prior

decisions and a statement of grounds upon which the prior decisions are regarded as incorrect. The Board shall schedule a hearing at the time of the next Board meeting, provided that the appeal is received at least five workdays prior to the time of that meeting. The Board shall communicate its written decision to the grievant(s) within five workdays of the conclusion of the hearing.

4. **Grievance Level Four**

If the grievant(s) desire arbitration, the request shall be made within 10 workdays of the conclusion of the Level Three process. A grievant may be represented at all stages of the grievance by him/herself, up to the arbitration level, at which point the Association's officers or Association will determine what cases go to arbitration.

a. **Arbitrator Selection**

Within 10 working days after receipt of the Level Four appeal, the Yukon-Koyukuk Administrators Association President shall deliver a request to the American Arbitration Association (AAA) to furnish a list of seven available arbitrators to the District and the YKAA. Within 10 workdays after receipt of the list, the Superintendent and the Association President shall meet and after the toss of a coin to determine who shall be first, shall alternately strike names from the list until one remains, who shall be the arbitrator. If the arbitrator so selected is unable to serve, the last one struck shall be the arbitrator and so on back up the list until an arbitrator is selected. The District and the YKAA may mutually agree to select an arbitrator without utilizing AAA.

b. **Arbitration Schedule**

The arbitration hearing shall be held within 90 calendar days after the date of the selection of the arbitrator. The grievant and the Superintendent shall be notified not later than 20 work days in advance as to the time and place of the hearing.

c. **Arbitration Multiple Cases**

In the event that more than one arbitration case is pending, the cases shall be heard in the following order: First priority shall be given to cases involving a continuing liability to the District (i.e., where back pay or pay differentials would accrue); other cases shall be assigned priority according to the date of receipt of the Level Four appeal.

d. **Arbitration Rules**

Except as may otherwise be specified in this Article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.

e. **Arbitrator Decision**

The arbitrator shall deliver the written decision within 45 calendar days after the close of the hearing. The arbitrator shall make no decision that is contrary to Alaska law or this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District nor to substitute the arbitrator's judgment for that of the District as to the reasonableness or appropriateness of such practice, policy, or rule except as it may directly pertain to the specific grievance. In an award with a retroactive effect, the award may not have effect beyond the beginning of the school year during which the grievance is filed. The arbitrator's award shall not include an award for punitive damages. In rendering the decision, the arbitrator shall give due regard to the rights, powers and responsibilities of the



District under law and this Agreement and to the rights and privileges extended to administrators and the YKAA under law and this agreement.

## **600 ASSOCIATION RIGHTS**

### **District Facilities & Equipment**

The Association shall be permitted reasonable use of District facilities & equipment when not otherwise needed for school use. The Association shall be permitted without charge to use school buildings for its meetings. The local school administrator and the superintendent shall be notified by a representative of the Association no less than twenty-four (24) hours in advance of the time and place of all such meetings

The Association shall be permitted reasonable use of school computers, and duplicating equipment when such equipment is not otherwise in use by the District. The Association shall pay for the reasonable cost of all materials and supplies used.

The Association shall be permitted to post notices and other materials on designated bulletin boards, owned by the district.

### **Inter-School Communications**

The Association shall be permitted to use the District's mail, telephonic and Internet networks for communication. The Association agrees that all Association-originated communications shall be distributed by an Association representative and that any postage required for Association communications will be provided by the Association. The Internet network includes, but is not limited to, email, videoconferencing, and telephone services. The Association agrees to limit communication with its members during non-contractual hours.

## **602 ASSOCIATION LEAVE**

### **Work & Regular Board Sessions**

The District shall grant one day of Association leave from the 20 available to the Association for each day or portion thereof in which the Board meets in work or regular sessions where Association material designated as negotiation items are discussed or included, providing that an Association member attends such meetings and the Administrator attending would otherwise be on duty.

### **Additional Days Leave**

The Superintendent shall grant each school year, up to twenty cumulative (20) days of leave with pay for Administrators to participate in Association business as stated in E. under Association Rights and Responsibilities. These twenty (20) days will be granted to the Association to be used at the Associations discretion with the approval of the Superintendent. Request for such leave shall be made in writing to the Superintendent, and shall include the name(s) of the Administrator to be on Association leave and the specific dates involved. It is understood that every effort will be made to minimize meeting times during student contact days.

In the event that an Administrator traveling to attend a Board meeting is prevented from returning to his/her duty station by bad weather conditions, that Administrator shall be

granted administrative leave if the Administrator reports for duty to the Superintendent or his/her designee. The same rule shall apply if an Administrator 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 Administrator in question works in a school located in the community in question.

### **Discretion of Superintendent**

The Superintendent may grant leave with pay for an Administrator to participate in Association activities other than the above.

### **Notification**

The Administrator who will be on Association leave will notify his/her immediate supervisor not less than three days in advance of such leave. This requirement may be waived by the administrative supervisor in case of special Board meetings or other extenuating circumstances which do not allow for prior notification.

## **604 COPY OF BOARD AGENDA AND MINUTES**

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

The Board shall provide the President of the Association with electronic 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.

## **606 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.

## ***APPENDIX***

Alaska Family Leave Act (AFLA)

***<http://doa.alaska.gov/dop/Payroll/familyLeave/>***

Discrimination Based on Sex and Race Prohibited AS Sec. 14.18.010

***<http://www.legis.state.ak.us/basis/statutes.asp#14.18.010>***

Family Medical Leave Act (FMLA)

***<https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>***

Equal Employment Opportunity Commission

***<https://www.eeoc.gov/>***

Every Student Succeeds Act (ESSA)

***<https://www.ed.gov/essa>***