

NEGOTIATED AGREEMENT

**BETWEEN THE BOARD OF THE**

KUSPUK SCHOOL DISTRICT

**and the**

MID-KUSKOKWIM EDUCATION ASSOCIATION

**on behalf of the District's teachers**

**effective July 1, 2011 through June 30, 2014**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>RATIFICATION RESOLUTION</b> .....	1
<b>AGREEMENT EXECUTION</b> .....	2
<b>DEFINITIONS (100)</b> .....	3
<b>MANAGEMENT RIGHTS (200)</b> .....	4
<b>RECOGNITION (300)</b> .....	4
<b>TERMS OF AGREEMENT (400)</b>	
Scope .....	4
Conformity to Law .....	5
Duration .....	5
Distribution .....	5
Bargaining .....	5
Concerted Job Action .....	5
<b>INDIVIDUAL TEACHER CONTRACT (500)</b>	
Contract Required .....	5
Reference Clause .....	5
Breach of Contract .....	6
Contract Due Date Extension .....	6
<b>WORK YEAR AND WORK DAY (600)</b>	
Work Year .....	6
Work Day .....	6
<b>ASSIGNMENT/ REASSIGNMENT OF DUTIES AND LOCATION (700)</b>	
Notice of Vacancies .....	7
Assignment/Reassignment .....	7
<b>ACADEMIC FREEDOM AND RESPONSIBILITY (800)</b> .....	7
<b>FORMAL TEACHER DISCIPLINE (900)</b> .....	8
<b>INFORMAL TEACHER DISCIPLINE (1000)</b> .....	8
<b>INVESTIGATORY CONFERENCES (1100)</b> .....	8
<b>EVALUATION (1200)</b> .....	8
<b>PERSONNEL FILES (1300)</b>	
Control .....	8
Confidentiality .....	8
Teacher Rights .....	8
Permanent File .....	9
Challenged Material .....	9
<b>STUDENT TEACHER SUPERVISION (1400)</b> .....	9
<b>GROUP INSURANCE (1500)</b>	
Health .....	9
Life and Accidental Death and Dismemberment .....	9
Insurance Terms and Conditions .....	9
Claims Disputes .....	9
<b>LEAVES (1600)</b>	
Compensated Leaves .....	9
Non-Compensated Leaves .....	11
Leave Rights .....	12
Unemployment Compensation .....	12
Leave Abuse .....	12
<b>SICK LEAVE BANK (1700)</b>	
Establishment .....	12
Eligibility .....	12
Enrollment .....	12
Termination .....	12
Contributions .....	13
Withdrawals .....	13
Balance Limitation .....	13
Administration .....	13

<b>GRIEVANCE PROCEDURE (1800)</b>	
Purpose .....	14
Definitions .....	14
Time Lines .....	14
Association Involvement/Administrative Representation .....	14
Witnesses .....	14
Evidence .....	14
Grievance Hearings .....	15
Grievances and Appeals .....	15
Obligations of the Parties .....	17
<b>SALARY (1900)</b>	
Placement on the Salary Schedule .....	17
Salary Payment .....	18
Salary Schedules .....	19 – 21
<b>ADDED DUTY (2000)</b>	
Student Activity Program .....	22
Lead Teachers .....	22
<b>OUT OF HUB INCENTIVE (2003)</b> .....	23
<b>TRAVEL STIPEND (2004)</b> .....	23
<b>TEACHER LICENSURE REIMBURSEMENT (2005)</b> .....	23
<b>DISCRETIONARY INSTUCTIONAL FUND (2006)</b> .....	23
<b>ASSOCIATION PRIVILEGES (2100)</b>	
Use of Equipment and Facilities .....	23
Access to Public Documents .....	23
Association Dues Deduction .....	24
Association Leave .....	24
<b>TEACHER REPRESENTATION AT BOARD MEETINGS (2200)</b> .....	24
<b>REPRESENTATION FEE (2300)</b> .....	24
<b>PERFORMANCE INCENTIVES (2400)</b> .....	25
Longevity Award .....	25
Highly Qualified Support .....	25
Self-Reflection Day .....	25
Professional Development .....	26
Mentoring System/Other Special Assignments .....	26
<b>TEACHER SAFETY (2600)</b> .....	26
Teaching Climate .....	26
Facilities Maintenance .....	26
Teacher Safety and Facilities Maintenance Procedure .....	27

**RATIFICATION RESOLUTION**

WHEREAS the representatives of the Board of the Kuspuk School District and the representatives of the Mid-Kuskokwim Education Association have met to negotiate the terms and conditions of an Agreement between the Board and the District's teachers; and

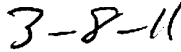
WHEREAS all items proposed for bargaining have been disposed of in a manner mutually agreeable by said representatives; and

WHEREAS the representatives of the respective parties have reached agreement on the items bargained.

THEREFORE BE IT RESOLVED that said representatives hereby present this Agreement to the Board and to the membership of the Association with a recommendation for ratification.



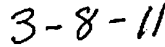
Brad Allen, Superintendent  
KUSPUK SCHOOL DISTRICT



Date



Bruce Richardson, President  
MID-KUSKOKWIM EDUCATION ASSOCIATION



Date

**AGREEMENT EXECUTION**

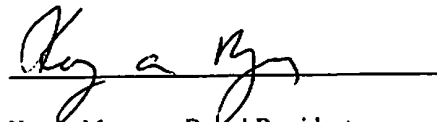
WHEREAS the representatives of the Board of the Kuspuk School District and the representatives of the Mid-Kuskokwim Education Association have negotiated the terms and conditions of this Agreement between the Board and the Association, on behalf of the District's teachers; and

WHEREAS the Association has certified in writing to the Board that this Agreement has been ratified by a majority of the Association's members who are currently employed as teachers in the District; and

WHEREAS the Board has ratified this Agreement by an affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE BE IT RESOLVED that the Board and the Association do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and the Association President.

THIS AGREEMENT is to be effective for the period as specified in the Duration provision contained herein.



Kenny Morgan - Board President  
KUSPUK SCHOOL DISTRICT

March 8 - 11

Date



Bruce Richardson - President  
MID-KUSKOKWIM EDUCATION ASSOCIATION

3-8-11

Date

## 100 DEFINITIONS

101 Agreement: shall mean this Negotiated Agreement.

102 Alaska Law: shall mean applicable Alaska statutes and applicable regulations of Alaska agencies having regulatory powers over operations of the District.

103 Approved Coursework: shall mean coursework earned from an approved institution, other than coursework for which a grade of "D" is awarded, which meets one (1) or more of the following criteria: graduate level coursework (as defined in writing by the conferring institution) that is directly related to the teacher's bona fide major or minor field, coursework that is directly related to the teacher's official regular teaching assignment, coursework that is an integral part of a bona fide advanced degree program (as certified in writing by the conferring institution) as defined in Section 1901.1 below, or coursework that has been specifically approved in writing by the Superintendent. Notwithstanding the provisions of this section, coursework submitted by the teacher and approved by the District for salary column placement prior to the effective date of this Agreement shall constitute approved coursework.

104 Approved Institution: shall mean a college or university accredited by the Northwest Association of Schools and Colleges (or other equivalent regional accrediting association) or an institution approved by the Superintendent.

105 Association: shall mean the Mid-Kuskokwim Education Association.

106 Association President: shall mean the President of the Association or the President's designee.

107 Board: shall mean the governing body of the District.

108 Concerted Job Action: shall mean a strike, work stoppage, walk out, sick out, slow down, picket, or other concerted activity intended to interfere with the operation of the District but shall not include a strictly informational picket or work to rule.

109 Day: shall mean a calendar day except as otherwise may be specified herein or may clearly be dictated by context.

110 Day on Duty: shall mean a day on regular pay status; i.e., a day of work, a paid holiday, or a day of compensated leave.

111 Deliver or Delivery: shall mean hand delivery of documentation or deposit of same in the U.S. Post Office, registered or certified mail, postage prepaid. The date of delivery shall mean the date of hand delivery or the postmark date of registered or certified mail or phone verified fax.

112 District: shall mean the Kuspuk School District, and as may be applicable, shall mean the Board and/or the administration of the District.

113 Grievance: shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this Agreement by the District.

114 Grievant: shall mean the teacher, teachers, or the Association filing a grievance.

115 Immediate Family: shall mean the teacher's spouse, child (or legal ward), parent, sibling, spouse's parent, spouse's children or such other family member as may be approved by the Superintendent.

116 Party in Interest: shall mean the teacher or teachers filing a grievance, the Association, the District, any person or persons required to take action relative to a grievance, and any person or persons upon whom action might be taken in resolving a grievance.

117 Receipt: shall mean the receiving of hand delivered documentation or of registered or certified mail. The date of receipt shall mean the date of the receiving of hand delivered documentation or of registered or certified mail.

118 Semester Hour: shall mean a semester hour of credit, or the quarter hour equivalent thereof, awarded by an approved institution.

119 Seniority: shall mean the cumulative number of days on duty as a District teacher served during consecutive years of service. Ties shall be broken by lot.

120 Teacher's Certificate: shall mean a teacher's certificate issued by the state of Alaska.

121 Superintendent: shall mean the Superintendent of the District or the Superintendent's designee.

122 Teacher: shall mean a regularly contracted District employee who holds an active Alaska teacher's certificate and occupies a position for which an Alaska teacher's certificate is required. This employee's primary duties are to provide instructional services to students.

123 Year of Service: shall mean a period of not less than the equivalent of one hundred forty (140) standard work days on duty, served between July 1 and the following June 30 under contract in a position for which a valid teaching certificate is required. Such service shall be in a public (or in an approved or accredited non-public) elementary, secondary, or post-secondary educational institution. A district approved sabbatical or educational leave during which the teacher earns not less than twenty-two (22) semester hours of approved graduate coursework, shall count as a year of service for salary schedule placement purposes. Up to five (5) years of military service may be counted in the event that the military service interrupted teaching service in Alaska and the teacher immediately returned to teaching after the military service. No year of service can be counted until July 1 following completion of the year of service.

124 Year, School Year, and Work Year: shall mean that period beginning with the teacher's first day on duty and ending with the last day on duty falling between July 1 and the following June 30 except as otherwise may be specified in this Agreement.

## **200 MANAGEMENT RIGHTS**

The District expressly retains all of its rights, powers, and duties to unilaterally govern and manage the District except as specifically may be limited or abridged by this Agreement. For illustrative purposes and without in any way affecting the generality of the above statements, said management rights shall include but not be limited to:

- The determination of the mission, goals, objectives, programs, curriculum, budget, organization, staffing, and operation of the District including the means and methods of accomplishing same;
- The administration of the District, the operation of the schools, the implementation of the educational and co-curricular programs, and the management and control of all District property;
- The establishment, combination, modification, elimination, classification, and reclassification of positions;
- The administration and supervision of all employees including but not limited to the recruitment, selection, appointment, assignment, reassignment, direction, evaluation, promotion, discipline or discharge for cause, and the establishment of schedules and hours of work, duties, and working rules for employees.

## **300 RECOGNITION**

The District recognizes the Association as the exclusive bargaining agent for the District's teachers.

## **400 TERMS OF AGREEMENT**

### **401 Scope**

This Agreement constitutes the full and complete agreement between the District and the Association and teachers and expressly supercedes any other agreement. During its term, this Agreement may be modified only by written instruments executed by the duly authorized representatives of the Board and the Association.

#### **402 Conformity to Law**

If any provision of this Agreement is found to be contrary to law by a court, agency, or tribunal having jurisdiction and enforcement powers over the District, and if said body orders that the Agreement be cured to conform to the law, such provision shall be declared invalid and unenforceable upon the exhaustion of any appeals, but all other provisions of the Agreement shall remain unaffected. If no appeal is taken, the District and the Association shall meet within twenty (20) days after the order, or if an appeal is taken, the parties shall meet within twenty (20) days after the exhaustion of the appeal procedures, to bargain a remedy for the tainted provision consistent to the greatest extent possible with the intent of the original provision. Neither the District nor the Association, or any teacher shall be entitled to make any claim for damages as a result of any such tainted provision and each party expressly waives any right to such claim for damages.

#### **403 Duration**

This Agreement shall become effective on July 1, 2011, and shall expire on June 30, 2014 following notice to inaugurate bargaining collaboratively given by the District and the Association.

#### **404 Distribution**

Within thirty (30) days after full ratification and joint proofreading by the District and the Association, the District shall provide the teacher with a copy of this Agreement and shall provide the Association with five (5) copies. Thereafter, the District shall provide the newly hired teacher with a copy along with the first individual contract offered that is to become effective during the term of this Agreement. Additional copies shall be available for two dollars (\$2.00) each.

#### **405 Bargaining**

Collaborative bargaining shall be inaugurated at a mutually agreeable time and place as determined by the Superintendent and Association President during the final year of the current contract. If bargaining sessions are held during the teacher work day, compensated leave shall be provided for teachers participating on the Association bargaining team. The cost of formal negotiations shall be borne equally by the Association and the District.

#### **406 Concerted Job Action**

The Association and each teacher agree that while this Agreement remains in effect and until impasse occurs in the bargaining for a successor agreement, the advisory arbitration process is completed, and a subsequent strike vote is affirmed by a majority of the teachers in the bargaining unit in accordance with Alaska Law and is certified by the Alaska Labor Relations Agency, there shall be no concerted job action that interferes with the normal operation of the District. In addition, the employer will not lock out employees during the term of this negotiated agreement.

### **500 INDIVIDUAL TEACHER CONTRACT**

#### **501 Contract Required**

The District and the teacher shall execute an individual teacher contract as provided under Alaska Law. Any amendment(s) thereto shall be in writing and signed by the teacher and the authorized District representative(s). Individual teacher contracts shall be delivered to new teachers within thirty (30) days after initial appointment and to continuing teachers for the ensuing work year not later than the first day of that ensuing year.

#### **502 Reference Clause**

The provisions of this Agreement shall be incorporated by reference into the individual teacher contract that is effective during the term of the Agreement. In the event of a conflict between said contract and the Agreement, the provisions of the Agreement shall be controlling.



### **503 Breach of Contract**

Should the teacher terminate the individual contract without the written consent of the District, said action may be deemed to constitute a breach of contract and shall render the teacher liable for such penalties as may be allowed under Alaska Law. Furthermore, in the event of such breach of contract, the teacher shall pay to the District as liquidated damages an amount equal to five (5) days salary at the daily rate as provided under the breached contract, which amount may be deducted by the Superintendent from any compensation otherwise owed to the teacher for services performed prior to the date of the breach.

### **504 Contract Due Date Extension**

A teacher may request an extension on the length of time to return their signed contract for the following school year but will be required to reimburse the District in the amount of one thousand dollars (\$1,000) if granted. Written requests for said extensions shall be delivered to the Superintendent's office prior to the due date of the teacher's individual contract for the next school year. If the request is denied by the Superintendent, the fee will not be charged. At no time shall extensions be granted beyond May 15.

## **600 WORK YEAR AND WORK DAY**

### **601 Work Year**

#### **601.1 Standard Work Year**

The standard work year shall consist of one hundred eighty-eight (188) days on duty which shall be made up of days in session, state-mandated school holidays, and non- student work days and/or inservice days as prescribed under the Board approved school calendar(s). Notwithstanding, the standard work year for the newly hired teacher shall be one hundred ninety (190) days on duty for the first year of employment. Further notwithstanding, the standard work year for the lead teacher shall include three (3) additional days on duty beyond those prescribed above for regular teaching duties.

#### **601.2 Non-Standard Work Year**

In the event that the teacher serves fewer days on duty than the standard work year, the teacher shall be paid at the daily salary rate for each day on duty. Upon the prior written agreement of the teacher and the Superintendent, the teacher may serve more days on duty than the standard work year. In such event, the teacher shall be paid for such additional days on duty at the daily salary rate or such other compensation as the teacher and the Superintendent shall mutually agree upon in writing

### **602 Work Day**

#### **602.1 Standard Work Day**

The standard work day shall consist of seven (7) hours exclusive of a duty free lunch period. From time to time the standard work day may be extended for reasonable periods for professional activities including but not limited to staff meetings, student-teacher conferences, and open house functions. Except under extenuating circumstances, the teacher shall not be required to be on duty more than one (1) hour prior to the normal reporting time or after 10:00 P.M. The teacher may be provided such preparation time as the District deems to be appropriate. Such time shall be used for preparation and other activities directly related to the teacher's assigned instructional duties unless otherwise specifically directed by the District.

#### **602.2 Non-Standard Work Day**

Upon the prior written agreement of the teacher and the Superintendent, the teacher may be employed to regularly serve for a reduced work day. In such event, the teacher's daily salary and the value of quantifiable benefits, including but not limited to compensated leave and group insurance, shall be prorated by multiplying the value of the benefit by a fraction, the numerator of which shall be the number of hours in the work day and the denominator of which shall be seven (7).

### 602.3 Planning Time

The District will continue past practices with uninterrupted planning time during the workday.

## **700 ASSIGNMENT/REASSIGNMENT OF DUTIES AND LOCATION**

### **701 Notice of Vacancies**

One copy of each District teaching position vacancy notice shall be delivered to the Association President and one copy shall be faxed to each building for posting not later than the time that it is posted publicly or delivered to the media or placement service(s).

### **702 Assignment/Reassignment**

The Superintendent shall assign/reassign the teacher's duties and work location so that, in the Superintendent's judgment, the best interests of the educational program may be served. The Superintendent shall attempt to notify all teachers of position openings whenever they occur and give consideration to any written teacher request for reassignment delivered to the District office before a position has been filled. To assure consideration of reassignment requests near the end of the normal contract year period, written requests pertaining to the next school year must be delivered to the District office by April 1. The Superintendent shall deliver written notice to the teacher who has filed a reassignment request promptly after the decision has been made to fill the position.

Assignment/reassignment decisions shall not be made in an arbitrary or capricious manner, or for disciplinary reasons; nor shall either spouse of a married teaching couple be involuntarily reassigned to a regular work location in a community different from that of the other spouse. Although the best interests of the educational program shall be the overriding determinant in assignment/reassignment decisions, the Superintendent shall give consideration to factors that include but are not limited to the teacher's seniority. If in the judgment of the Superintendent all other things are equal, the District teacher requesting reassignment to a vacant position shall be granted preference over a new hire. If one or more District teacher requests reassignment to a vacant position, formal interviews will be conducted for each of these applicants. If in the judgment of the Superintendent all other things are equal, preference shall be granted on the basis of the number of years of service as a District teacher. Upon the Superintendent's approval, the principal and teacher may agree to reassign the teacher to an opening at the teacher's current site without formal application and interviews.

#### **702.1 Involuntary Transfer**

Before involuntary transfers are made, the Superintendent shall call for volunteers for transfer and shall consider applications from volunteers. If in the judgment of the Superintendent all other things are equal, involuntary reassignments shall be made on the basis of the number of years of service as a District teacher, with the least senior teacher transferred first. Except in emergency circumstances, the teacher shall be given not less than two (2) weeks prior notice of an involuntary reassignment of primary work location. The District will pay reasonable moving costs of those teachers who are involuntarily transferred. The Superintendent shall grant the teacher a reasonable amount of compensated leave for moving.

## **800 ACADEMIC FREEDOM AND RESPONSIBILITY**

The teacher shall have the freedom and responsibility to plan, develop, and implement teaching techniques and methodologies and to present content and materials subject to sound professional judgment, in keeping with applicable course outlines, standardized levels, and the designated instructional model appropriate for the subject and level(s) taught. The District reserves final decision-making authority in all matters of educational policy including but not limited to the selection of

instructional materials, the determination of the curriculum and the educational models and the determination of what shall and shall not be taught to the District's students.

## **900 FORMAL TEACHER DISCIPLINE**

The teacher shall not be formally disciplined without just cause. For the purposes of this section, formal discipline shall be defined as a formal written warning or reprimand for placement in the teacher's official personnel file, or a disciplinary suspension without pay, but shall not include non-retention or dismissal. Prior to the implementation of formal disciplinary action, the teacher shall be given a reasonable opportunity to respond to the charges. Except under emergency circumstances, the teacher shall be given a reasonable opportunity to have a representative of the teacher's choice present at any conference with the District to discuss a formal disciplinary action.

## **1000 INFORMAL TEACHER DISCIPLINE**

Informal teacher discipline shall mean any disciplinary action taken by the employer against an employee, which does not result in written documents being placed in the employee's personnel file.

## **1100 INVESTIGATORY CONFERENCES**

The teacher shall not be required to participate in an investigatory conference with the District relative to a pending disciplinary action, non-retention, or dismissal without first being given reasonable opportunity to have a representative of the teacher's choice present. However, if in the judgment of the District an unreasonable delay will result in arranging for a representative, the District shall not be obligated to hold an investigatory conference prior to initiating action.

## **1200 EVALUATION**

The teacher shall be evaluated in accordance with procedures and instruments adopted by the District. The District shall confer with the Association prior to implementing any substantive changes in said procedures and/or instruments. All teachers will be notified by September 30 of each school year as to the deadline dates of formal evaluations.

## **1300 PERSONNEL FILES**

### **1301 Control**

All materials placed in the teacher's official personnel file shall be the property, and under the control, of the District.

### **1302 Confidentiality**

No person may inspect the teacher's personnel file except the teacher, a person designated in writing by the teacher, the teacher's supervisor(s), District Office personnel with a bona fide need, and the Board upon request during regular office hours. The teacher shall be provided, upon request during regular office hours, one (1) copy of any personnel file material. Additional copies shall be made available for one dollar (\$1.00) per sheet.

### **1303 Teacher Rights**

No derogatory material shall be placed in the teacher's file unless the teacher is delivered a copy and the teacher is given the opportunity to respond in writing for attachment to the relevant document and inclusion in the file. Said document must be signed and dated by the teacher. Signature does not indicate agreement. Should the teacher refuse to sign the document, the person placing the document

in the file will sign and date the document in the presence of a witness whose signature is also required.

#### **1304 Permanent File**

Evaluation forms and other documents pertaining to the teacher's performance or character shall remain a permanent part of the personnel file unless removal of such material is approved in writing by the teacher. Notwithstanding, in the event of a suspension with pay during which no inappropriate conduct is documented, all personnel file material related to the suspension shall be returned to the teacher within twenty-four (24) months.

#### **1305 Challenged Material**

The teacher may challenge, through the grievance procedure, the factual accuracy of any factual material in the teacher's personnel file. For the purposes of this section, statements of opinion and regular evaluation documents shall not be considered factual material.

### **1400 STUDENT TEACHER SUPERVISION**

Prior to commencing an assignment to supervise a student teacher, the teacher shall be entitled upon timely request to confer with the Superintendent regarding the assignment. The Superintendent shall give due consideration to the desires of the teacher relative to the prospective assignment.

### **1500 GROUP INSURANCE**

#### **1501 Health**

The District shall provide, at no premium charge, medical insurance for the teacher and the teacher's spouse and eligible child dependent(s) that is generally equivalent to the coverage that is described in the insurance handbook in effect through June 2007. All new hires' insurance coverage becomes effective on their first contracted day of work in the District.

All parties will emphasize the cost savings possibilities of preferred providers and recognize that in the absence of cost savings at the end of the term of this contract, plan reductions will be required.

#### **1502 Life and Accidental Death and Dismemberment**

The District shall provide for the teacher, at no premium charge, term life insurance in the amount of \$50,000 and accidental death and dismemberment insurance in the amount of \$50,000.

#### **1503 Insurance Terms and Conditions**

The specific terms and conditions of the insurance coverage provided under this article shall be subject to the insurance policies issued to the District by the insurance carrier(s). Notwithstanding the provisions of Sections 401, 402, 1501 and 1502 above, the terms and conditions of said policies may be altered at any time that applicable state or federal laws mandate such changes or in the event that certain types of specified policies or coverage are no longer available to the District. Should such occur, neither the District nor the Association shall be under any obligation to alter any other benefit as provided under this Agreement to compensate for changes to coverage necessitated under this section.

#### **1504 Claims Disputes**

Any dispute relative to the adjudication to any insurance claim shall be between the insured individual and the insurance carrier or third-party claims administrator and shall not involve the District nor create any liability whatsoever for the District.

### **1600 LEAVES**

#### **1601 Compensated Leaves**

##### **1601.1 Sick Leave**

#### 1601.1.1 Accrual

The teacher shall accrue sick leave at the rate of .6667 days per month of service or major fraction thereof. Accumulation shall be from year to year without limit. All teachers will be pre-credited with six (6) days of sick leave at the beginning of each school year. Should the teacher use more sick leave days than are actually accrued during the work year, the excess days shall be deducted from the teacher's final one (1) or two (2) paychecks for the work year.

#### 1601.1.2 Use, Personal Illness or Injury

Upon as much notice to the supervisor as is possible, the teacher may use accrued sick leave for the teacher's personal injury or illness and the diagnosis of symptoms including maternity related disabilities and required prenatal and postnatal care. Upon the express prior approval of the Superintendent, sick leave may also be used for routine doctor or dental examinations and for elective procedures that cannot reasonably be scheduled on non-work days, subject to language cited below. Accrued sick leave shall also be available for reasonable and necessary travel time to the nearest competent medical facility for treatment necessitated under this section.

#### 1601.1.3 Use, Family Illness or Injury

The teacher may use accrued sick leave, up to seven (7) days plus necessary travel time per standard work year, for the death or serious illness or injury of a member of the teacher's immediate family in order for the teacher to be present with the family member, to be present at the funeral, or to attend to pressing family business relative to the illness, injury, or death. The teacher may also use accrued sick leave, up to fifteen (15) days per standard work year, in the event of an illness or injury, including the diagnosis of symptoms and doctor recommended well baby care, of a member of the teacher's immediate family living within the teacher's household in the event that the teacher has a reasonable need to attend to that person. Notwithstanding, the teacher may use up to a total of thirty-five (35) days of accrued sick leave per standard work year in the event of a catastrophic illness or injury of a member of the immediate family living within the teacher's household. For leaves related to catastrophic illness or injury, a teacher shall submit a written notice to the Superintendent, accompanied by written certification from the attending physician indicating the extent of the illness or injury and the anticipated length of required absence from work.

#### 1601.1.4 Use, Parenting

Upon as much notice to the supervisor as is possible, the teacher may use up to five (5) days of accrued sick leave at the time of birth or adoption of a child in addition to any leave that would otherwise be available under Sections 1601.1.2 and 1601.1.3.

#### 1601.1.5 Buy Out

All Certificated Teachers with eight (8) or more continuous years of service with the School District shall be given the opportunity to cash out 50% of accumulated sick leave at their per diem rate upon resignation or retirement from the district. This buyout is grandfathered in for all certificated staff employed during the 07-08 school year. Beginning with the 08-09 school year, new staff to the district are not eligible for this benefit.

### 1601.2 Personal Leave

#### 1601.2.1 Accrual

The teacher shall accrue (2) two days of personal leave annually to a maximum of eight (8) at the end of the year and a total maximum of ten (10) at any time. Teachers shall be allowed to cash out unused personal leave at any time with written notice to the district. The employee shall receive their normal daily rate of pay for each day cashed out. Notwithstanding the above, employees who fail to use or cash out days in excess of eight (8) by the end of the school year will lose the right to use or cash out said days. On the first day on duty for the work year, the teacher shall be pre-credited with the anticipated number of days to be accrued by the end of the year. In the event that the teacher uses more

days than are actually accrued by the end of the work year, the excess days shall be deducted from the teacher's last one (1) or two (2) paychecks for the work year.

#### 1601.2.2 Use

Upon not less than twenty-four (24) hours prior notice to the supervisor, the teacher may use accrued personal leave to attend to personal or family business that cannot reasonably be attended to outside of working hours.

Except upon approval of the Superintendent, personal leave may not be used during the first or last five (5) working days of the work year or on the work day immediately prior to or after a holiday or vacation period.

#### 1601.2.3 Administrative Exceptions

Except in the event of an emergency or a one-time event, the teacher may be required to postpone the use of personal leave for non-emergency purposes if the Superintendent determines that the teacher's absence would create a substantial understaffing problem or for other compelling reasons affecting the welfare of the District. The District shall reimburse the teacher for the documented cost of any airline imposed cancellation penalty for cancelled reservations on scheduled airline flights that may result because of this exception.

Except upon approval of the Superintendent, no leave may be used during the first or last five (5) working days of the work year or on the work day immediately prior to or after a holiday or vacation period.

#### 1601.2.4 Personal Leave Purchase

Certified staff members that exhaust all available personal leave days will be allowed to purchase up to two (2) days per school year to be used as personal leave time with all existing requirements in place at the price of \$150.00 per day. Purchased personal leave days will be noted on the timesheet for the month they are used. Payroll deduction for personal days purchased will happen after the use of these days.

#### 1601.3 Professional Leave

A limited number of professional leave days are available to certified staff to be utilized for professional development. Initial requests shall be made to the building administrator. Final authorization shall be granted at the Superintendent's discretion. Decisions will be based on the best interests of the District's educational program.

#### 1601.4 Other Leaves

Upon written application stating the reasons for the requested leave, the Superintendent may grant compensated leave in addition to that specified in this article above.

### **1602 Non-Compensated Leaves**

#### 1602.1 Sick Leave

Upon the exhaustion of all available compensated leave and any sick leave bank entitlement, the Superintendent may approve, upon written request, non-compensated sick leave as needed for the teacher's personal illness or injury up to the end of the work year during which the illness commences or the injury occurs. Upon additional written request, said leave may be extended for up to one (1) additional work year.

#### 1602.2 Personal Leave, Short Term

Upon written request, the Superintendent may grant non-compensated personal leave for any purpose and for any period of time less than a full semester and not extending beyond the end of the then current work year.

#### 1602.3 Personal Leave, Long-Term

Upon written request, the Superintendent may grant the teacher with two (2) or more years of District service a non-compensated leave of absence for one or both semesters of a school year.

#### 1602.4 Layoff Leave

The teacher who is non-retained solely due to a reduction in force shall be placed on non-compensated layoff leave for a period not to exceed twenty-four (24) months from the effective date of the non-retention. If the teacher is recalled and enters on duty as a teacher within this period, the teacher shall be entitled to the leave rights as provided under Section 1603 below.

#### 1602.5 Action on Leave Requests

The District shall act upon a request for non-compensated leave in a timely manner and shall notify the teacher in writing promptly after a decision has been made. In the event of a denial of leave, the District shall confer with the teacher upon request.

### **1603 Leave Rights**

A compensated leave, or a non-compensated leave of not more than twenty-one (21) consecutive working days, shall not be considered a break in service in any manner except as it may affect the accrual of compensated leave. A non-compensated leave of more than twenty-one (21) consecutive working days shall not be considered a break in service as may be provided under Alaska Law or for the purpose of retaining accrued leave, tenure, or any seniority benefits as may be provided under this Agreement except, however, nothing contained herein may be construed to conflict with the provisions of AS 14.20.345 or any other Alaska Law. The teacher shall not be entitled to any District paid insurance benefits as provided under Article 1500 during a non-compensated leave period of more than twenty-one (21) consecutive working days. However, the teacher shall be allowed to purchase the District's group medical coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985.

### **1604 Unemployment Compensation**

The teacher who applies for and is granted any type of leave under this article other than layoff leave under Section 1602.4 expressly waives any and all entitlements or rights to unemployment compensation or benefits and agrees not to file for unemployment compensation or benefits for the leave period.

### **1605 Leave Abuse**

Intentional misuse of leave is grounds for disciplinary action up to and including termination.

## **1700 SICK LEAVE BANK**

### **1701 Establishment**

A voluntary sick leave bank is established. The balance of days in the sick leave bank as of the effective date of this Agreement, not to exceed one hundred (100) days, shall be the beginning balance for the sick leave bank to be administered pursuant to this Agreement.

### **1702 Eligibility**

Each teacher and each District employee who occupies a position for which a valid, current Alaska teacher's certificate is required shall be eligible to enroll in the sick leave bank.

### **1703 Enrollment**

The employee may only enroll in the sick leave bank upon initial employment with the District by giving written notice to the Superintendent to be received by October 1 of the school year or within forty-five (45) days after the employee's first day on duty of the school year, whichever is later. The

effective date of enrollment shall be the date upon which the first day of accrued sick leave is contributed by the employee as provided in section 1705.1 below.

#### **1704 Termination**

Once enrolled, membership shall be continuous from year to year until the employee terminates employment with the District or unless the employee terminates membership in the sick leave bank. Notice of termination of membership shall be given in writing to the Superintendent to be received not later than September 15. Upon receipt of the membership termination notice by the Superintendent, the employee shall be terminated from the sick leave bank effective the previous July 1. Upon termination of membership, the employee shall not be entitled to withdraw any sick leave days contributed to the bank.

#### **1705 Contributions**

##### **1705.1 Initial Contribution**

The employee who initially enrolls in the sick leave bank on or after the effective date of this Agreement shall automatically contribute one (1) day of accrued sick leave on the date that the notice of enrollment is received by the Superintendent.

##### **1705.2 Additional Contributions**

If during the school year the sick leave bank becomes depleted, each member shall, on the date that the bank becomes depleted, contribute one (1) day of accrued sick leave up to a maximum of three (3) additional days per member during any work year. Should the member not have a day of accrued sick leave to contribute on the date the bank becomes depleted, the member shall have the option either to contribute a day's salary, or to suspend membership until the next day of accrued sick leave is contributed on the first working day of the month following accrual. Notwithstanding, the member who meets the requirements to withdraw days from the bank as provided below under Section 1706 on the date that the contribution is required shall continue to be eligible to withdraw days under that section and shall contribute the first day of sick leave next accrued as provided above.

#### **1706 Withdrawals**

##### **1706.1 Withdrawal Eligibility**

A member shall be eligible to withdraw and use days from the sick leave bank for the member's personal illness or injury only after having depleted all available accrued compensated leave.

##### **1706.2 Withdrawal Application and Conditions**

In order to withdraw and use days from the sick leave bank, the member shall submit a written application to the Superintendent accompanied by written certification from the attending physician (either directly or through the village health aide) indicating the extent of the illness or injury and the anticipated length of the required absence from work. The request for the withdrawal and use of days from the bank shall be denied if the member fails to substantiate properly the medical necessity for the leave period. The member withdrawing and using days from the bank shall not be required to repay the bank for the days withdrawn and used except as a regular contributing member of the bank as provided in Section 1705.2 above.

##### **1706.3 Withdrawal Limitations**

The member may withdraw and use from the sick leave bank during the school year not more than twice the number of days accrued prior to the beginning of the work year or twenty-four (24) days, whichever is greater. Notwithstanding, the member shall not withdraw and use more than sixty (60) days during the work year.

#### **1707 Balance Limitation**

The total number of days in the sick leave bank shall not exceed one hundred (100) days at any one time. In the event that the number of days contributed under Sections 1705.1 and 1705.2 would cause the balance to exceed one hundred (100) days, excess days shall immediately be deleted. Such days deleted shall not be refunded to the contributing members or to the sick leave bank.

#### **1708 Administration**



The sick leave bank shall be administered by the District in accordance with this article. Not later than June 30 of each year the Superintendent shall provide the Association President with an annual report of sick leave bank activity including but not necessarily limited to the beginning and ending balances, membership roster, number of days contributed by member, and number of days withdrawn and used by member. Upon request, the Association President may review the records of the sick leave bank during regular office hours.

## **1800 GRIEVANCE PROCEDURE**

### **1801 Purpose**

The purpose of the grievance procedure shall be to secure, at the lowest administrative level, a fair, equitable, and expeditious solution to a grievance and to provide a framework within which both parties shall work toward solving problems as they arise and to guarantee fair treatment. Alleged violations covered by the grievance procedure may be adjudicated only under this procedure, and alleged violations not covered by the grievance procedure may not be adjudicated under this procedure. Nothing contained in this Agreement may be construed to allow for the adjudication under this grievance procedure of non-retention or dismissal disputes, nor may anything be construed to allow for the adjudication of disputes regarding any state or federal laws except to the extent to which the law is incorporated into this Agreement.

### **1802 Definitions**

**Grievance:** shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this Agreement by the District.

**Grievant:** shall mean the teacher, teachers, or the Association filing a grievance.

**Appeals:** An appeal of a grievance decision shall be in writing, shall set forth the reasons for the appeal, and shall be signed by the Association President.

### **1803 Time Lines**

The time lines as provided under this article shall be adhered to strictly except by the prior written agreement of the Association President and the Superintendent. In the event that a time line is exceeded by the grievant, the grievance shall be waived. If a timeline is exceeded by the District the grievance shall automatically be eligible for appeal to the next level of the grievance procedure.

A grievance must be received by the District within twenty-five (25 ) days of the knowledge of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant and the Association President shall inform the unit administrator of the next administrative level with the authority to resolve the grievance that a grievance is being initiated. Grievances shall be processed as rapidly as possible; therefore, time limits shall be considered as maximums.

#### **1803.1 Grievance Timeline Suspension**

A suspension of action for all stages of grievances will occur during the summer break. The summer break is defined as the time between the last contract day of the current school year and the first contract day of the following school year.

#### **1804 Association Involvement/Administrative Representation**

Beginning with level one of the grievance procedure, grievances and appeals shall be countersigned by the Association President. All official communications, including but not limited to grievances, appeals, and decisions from or to the grievant shall be through the Association President. The Association President may attend all grievance hearings. Beginning with level one of the grievance procedure, all parties in interest shall be entitled to representation of their choosing. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels or the grievance procedure at the lowest possible level and to have the problem adjusted, as long as the disposition of the problem is not inconsistent with the terms of this Agreement.

### **1805 Witnesses**

At all levels of the grievance procedure, the grievant and the District shall be allowed to call, examine, and cross-examine witnesses.

### **1806 Evidence**

The District and the Association President shall make available to each other, upon request, all pertinent documentary material relative to the grievance except material required to be kept confidential by law or District policy.

### **1807 Grievance Hearings**

#### **1807.1 Place and Time of Hearings**

Except as otherwise may be agreed upon between the Superintendent and the Association President, the level one grievance hearing shall be held in the community of the grievant, except that if the grievance affects multiple locations, the level one hearing shall be held in Aniak. The level two hearing shall be held in Aniak. To the extent practicable, grievance hearings shall be held outside of normal working hours to avoid loss of work by District employees. Grievance hearings shall be held in closed session.

#### **1807.2 Hearing Records**

The District shall, and the Association may, record all grievance hearings. Each shall make available to the other, upon request, a copy of the recording for five dollars (\$5.00) per tape. Hearing records or any reference thereto shall not be maintained in personnel files. To the extent required by law or District policy, hearing records shall be kept confidential.

#### **1807.3 Teacher Participation**

The District shall take no reprisals against any teacher or the Association for legitimate participation in the grievance procedure pursuant to the provisions of this article. In the event that the teacher is required to be absent from work in order to participate in a grievance hearing as a grievant, witness, Association representative, or other party in interest, the teacher shall be permitted to do so without loss of compensation so long as the Association President has advised the Superintendent of the need for leave not less than twenty-four (24) hours prior to the hearing.

#### **1807.4 Hearing Decisions**

The hearing decision shall be in writing, shall set forth the reasoning underlying the decision, shall be signed, and shall be delivered to the Association President as provided under this article.

#### **1807.5 Grievance Forms**

Grievance forms which are required for processing and filing of grievances shall be available to all teachers only through the Association office or an Association representative in each unit.

#### **1807.6 Informal Grievance Level**

The parties will attempt initially to resolve problems at the point of origin through free and informal communication.

### **1808 Grievances and Appeals**

#### **1808.1 Grievance Level One Immediate Supervisor**

An initial grievance shall be filed at level one if the immediate supervisor is the alleged cause for the grievance or at level two if a higher level administrator is the alleged cause. The grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged to have been violated, shall state the specific redress sought, shall be signed by the grievant and the Association President, and shall be delivered not later than twenty-five (25) days after the date that the grievant knew or should have known of the alleged violation. Notwithstanding, the twenty-five (25) day deadline shall not be applicable if the District has withheld information, which has prevented the grievant from knowing about the alleged violation within that time period.

Upon receipt of an initial grievance as provided under Section 1808.1 above, the supervisor shall

schedule a hearing to be held within seven (7) days after receipt and shall notify the grievant not less than forty-eight (48) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within seven (7) days after the date of the hearing to the Association President and grievant(s) unless completion of an adequate investigation requires more time. If no response has been received to the Level I grievance within seven (7) days of the hearing, the grievance shall move to the next level.

#### 1808.1.2 Appeal

The Association President may deliver an appeal through the Superintendent to level two seven (7) days after the delivery date of the hearing decision.

#### 1808.2 Level Two, Superintendent

##### 1808.2.1 Hearing

Upon receipt of an initial grievance as provided under Section 1808.1 above or an appeal as provided under Section 1811.1.2 above, the Superintendent shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the Association President not less than seventy-two (72) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing to the grievant and the Association President.

##### 1808.2.2 Appeal

The Association President may deliver an appeal through the Superintendent to level three within ten (10) days after the delivery date of the hearing decision. In order to provide the District with a fair opportunity to respond to issues, any new information, evidence or witnesses to be added to existing grievances already heard at Level II will be heard again at Level II before advancing to arbitration. However, such notice shall not be required for rebuttal witnesses and evidence.

#### 1808.3 Level Three, Binding Arbitration

##### 1808.3.1 Selection of Arbitrator

Within five (5) days after receipt of the level three appeal, the Superintendent shall deliver a request to the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators. Within five (5) days after receipt of the list, the Superintendent and the Association President shall meet to select the arbitrator. After the flip of a coin to determine who shall be first, the Superintendent and Association President shall alternately strike names from the list until one (1) 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.

##### 1808.3.2 Schedule

The arbitration hearing shall be held at a place and on a date mutually agreed upon by the Superintendent, Association President, and arbitrator.

##### 1808.3.3 Introduction of New Evidence

No new witnesses, testimony, or other evidence may be introduced at level three unless the Superintendent receives from the Association President, or vice versa, not less than forty-eight (48) hours prior to the hearing, written notice of the names of any new witnesses, the substance of any new testimony or other evidence, and copies of any new documents to be introduced. However, such notice shall not be required for rebuttal witnesses and evidence.

##### 1808.3.4 Rules

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

##### 1808.3.5 Grievability or Arbitrability

In a dispute regarding the grievability or arbitrability of a grievance, that issue shall be heard first by the arbitrator. Unless the arbitrator first determines that the grievance is grievable and arbitral, the arbitrator shall not render a decision on the substantive issues of the grievance.

##### 1808.3.6 Decision

The arbitrator shall deliver the written decision to the Superintendent and to the Association President within thirty (30) days after the close of the hearing. The arbitrator shall make no decision that is contrary to 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 retroactive effect, the award may not have effect beyond the teacher's first day on duty of the work year during which the grievance is received. An award may not include punitive damages.

#### 1808.3.7 Restriction on Appeals

The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska Law for appeals of arbitration decisions.

#### 1808.3.8 Expenses

The charges of the arbitrator shall be borne equally by the District and the Association. The District and Association will be responsible for their own respective costs unless agreed otherwise in writing by the Association President and Superintendent.

### **1809 Obligations of the Parties**

All parties to a grievance shall be obligated to abide by all of the provisions of this article for the processing of the grievance and shall be obligated to abide by all other provisions of this Agreement during the pendency of the grievance. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress regarding a grievance not pursued in accordance with the provisions of this article.

## **1900 SALARY**

### **1901 Placement on the Salary Schedule**

#### 1901.1 Column Placement

The teacher shall be placed on the appropriate column of the salary schedule on the basis of documentation submitted to the Superintendent as required showing the degree(s) conferred and the coursework completed prior to the first day on duty of the work year during which the placement is to become effective. Placement shall be based upon a baccalaureate degree or a master's degree earned coincident with or subsequent to the teacher being issued an Alaska teacher's certificate/license.

Column placement shall further be governed by the following definitions:

- "B": shall mean a baccalaureate degree earned from an approved institution.
- "B+18; B+36; B+54; B+72": shall mean eighteen (18), thirty-six (36) or fifty-four (54) or seventy-two (72) semester hours of approved coursework respectively, earned subsequent to the conferring of the baccalaureate. Semester hours required for placement in the B+54 column must be exclusive of semester hours earned for a master's degree.
- "M+18; M+36": shall mean eighteen (18) or thirty-six (36) semester hours of approved coursework respectively, earned subsequent to the conferring of the master's degree. In order for a master's degree to be applicable for column placement, the degree must be in elementary or secondary education, in an area in which the Alaska Department of Education offers an endorsement, in educational administration, or it must be approved by the Superintendent. In no case will the completion of a degree lead to a column drop on the salary schedule. No teacher will be placed off the new schedule, however no teachers will receive less than the prior year. Transcripts will be reviewed in the manner that is most beneficial to the employee.

- “2nd Masters; PhD”: shall mean a second Masters Degree or PhD has been conferred. In order for these degree(s) to be applicable for column placement, the degree must be in elementary or secondary education, in an area in which the Alaska Department of Education offers an endorsement, in educational administration, or it must be approved by the Superintendent.

#### 1901.2 Step Placement

The teacher shall be placed on the appropriate step of the salary schedule on the basis of the documentation submitted to the Superintendent as required showing the years of service prior to employment with the District and verification of service completed prior to July 1 preceding the first day on duty of the work year during which the placement is to become effective. Verification of service forms for new hires must be submitted by October 15<sup>th</sup>. For any personnel hired during the school year, verification of service forms must be submitted within 45 days of reporting for duty. For step placement purposes years of service shall be limited to a maximum of eight (8) years.

#### 1901.3 Placement Adjustments

In the event of an adjustment necessitated by the submission of additional documentation in accordance with District requirements which affects column and/or step placement, the adjustment shall be made retroactive to the first day on duty of the then current work year given receipt of official transcripts supporting the change by October 15<sup>th</sup>. If the official transcripts supporting the move are received by March 1<sup>st</sup>, then the total amount of the adjustment shall be prorated for second semester and reflected on the remaining salary installments for the year.

### **1902 Salary Payment**

#### 1902.1 Installments

The teacher’s annual salary shall be paid in equal monthly installments, by the last working day of each month beginning with the first month of the work year. The teacher may select to be paid in either 10 or 12 equal monthly installments. Such selection shall be made in writing, received by the business office by the close of the August in-service, and shall remain in effect from year to year unless revoked in writing and received by the business office within ten (10) days after the teacher’s first day on duty of a subsequent year. The teacher is paid by electronic deposit by the last day of the month or by check mailed five (5) days prior to the last day of the month. The District may withhold the last paycheck of the work year pending satisfactory completion by the teacher of the required year-end reports and other duties.

#### 1902.2 Errors and Adjustments

In the event of a computational or other clerical error or in the event that the District pays salary installments for a portion of the year on the basis of an annual salary rate that differs from the rate ultimately determined to be paid, the appropriate salary adjustment shall be made. Said adjustment shall be retroactive to the effective date of the error but not beyond the teacher’s first day on duty of the work year during which written notice of the need for adjustment is received. If only the most recent paycheck is affected, the adjustment shall be made in a lump sum with the next paycheck or as soon as practicable thereafter. However, if more than one (1) paycheck is affected, the total amount of the required adjustment shall be prorated and reflected on the remaining installments payable for the work year or within thirty (30) days if there are no remaining installments.

#### 1902.3 Payroll Deductions

The District shall make payroll deductions as required by law and deductions for District housing rent. Upon prior written authorization as required, the District may make other payroll deductions including but not necessarily limited to contributions to tax-sheltered annuities and Association dues.

#### 1902.4 Payroll Advances

The Superintendent may authorize payroll advances to employees in hardship cases in an amount not to exceed \$2,000 on a case by case basis, and shall be repaid by being withheld from the next two (2) regular pay checks. Any employee shall be granted not more than two (2) salary advances during any fiscal year.

1902.5 Salary Schedule

Each year of the term of the contract will use a separate salary schedule, with all conditions listed with that year's schedule (including step and column movement).

**Teacher Wage  
Schedule  
2011-2012**

	B	B+18	M/B+36	M+18/B+54	M+36/B+72	2 <sup>nd</sup> Masters/PhD
1	\$46,135	\$48,504	\$50,870	\$53,239	\$55,606	\$58,606
2	\$47,362	\$49,797	\$52,232	\$54,666	\$57,103	\$60,103
3	\$48,622	\$51,129	\$53,633	\$56,118	\$58,643	\$61,643
4	\$49,926	\$52,502	\$55,078	\$57,655	\$60,230	\$63,230
5	\$51,265	\$53,916	\$56,565	\$59,215	\$61,865	\$64,865
6	\$52,647	\$55,373	\$58,097	\$60,822	\$63,548	\$66,548
7	\$54,067	\$56,871	\$59,674	\$62,480	\$65,282	\$68,282
8	\$55,532	\$57,901	\$60,759	\$63,617	\$66,474	\$69,474
9	\$56,557	\$58,951	\$61,864	\$64,776	\$67,689	\$70,689
10		\$60,024	\$62,991	\$65,960	\$68,928	\$71,928
11		\$61,049	\$64,140	\$67,167	\$70,192	\$73,192
12			\$65,165	\$68,397	\$71,479	\$74,479
13				\$69,653	\$72,795	\$75,795
14				\$70,678	\$74,136	\$77,136
15					\$75,505	\$78,505
16					\$76,899	\$79,899

17					\$77,924	\$80,924

**Teacher Wage  
Schedule  
2012-2013**

	B	B+18	M/B+36	M+18/B+54	M+36/B+72	2 <sup>nd</sup> Masters/PhD
1	\$47,288	\$49,717	\$52,142	\$54,570	\$56,996	\$59,996
2	\$48,546	\$51,042	\$53,538	\$56,033	\$58,531	\$61,531
3	\$49,838	\$52,407	\$54,974	\$57,521	\$60,109	\$63,109
4	\$51,174	\$53,815	\$56,455	\$59,096	\$61,736	\$64,736
5	\$52,547	\$55,264	\$57,979	\$60,695	\$63,412	\$66,412
6	\$53,963	\$56,757	\$59,549	\$62,343	\$65,137	\$68,137
7	\$55,419	\$58,293	\$61,166	\$64,042	\$66,914	\$69,914
8	\$56,920	\$59,349	\$62,278	\$65,207	\$68,136	\$71,136
9	\$57,971	\$60,425	\$63,411	\$66,395	\$69,381	\$72,381
10		\$61,525	\$64,566	\$67,609	\$70,651	\$73,651
11		\$62,575	\$65,744	\$68,846	\$71,947	\$74,947
12			\$66,794	\$70,107	\$73,266	\$76,266
13				\$71,394	\$74,615	\$77,615
14				\$72,445	\$75,989	\$78,989
15					\$77,393	\$80,393
16					\$78,821	\$81,821

17					\$79,872	\$82,872

**Teacher Wage  
Schedule  
2013-2014**

	B	B+18	M/B+36	M+18/B+54	M+36/B+72	2 <sup>nd</sup> Masters/PhD
1	\$48,470	\$50,960	\$53,446	\$55,934	\$58,421	\$61,421
2	\$49,760	\$52,318	\$54,876	\$57,434	\$59,994	\$62,994
3	\$51,084	\$53,717	\$56,348	\$58,959	\$61,612	\$64,612
4	\$52,453	\$55,160	\$57,866	\$60,573	\$63,279	\$66,279
5	\$53,861	\$56,646	\$59,428	\$62,212	\$64,997	\$67,997
6	\$55,312	\$58,176	\$61,038	\$63,902	\$66,765	\$69,765
7	\$56,804	\$59,750	\$62,695	\$65,643	\$68,587	\$71,587
8	\$58,343	\$60,833	\$63,835	\$66,837	\$69,839	\$72,839
9	\$59,421	\$61,936	\$64,996	\$68,055	\$71,115	\$74,115
10		\$63,063	\$66,180	\$69,299	\$72,420	\$75,420
11		\$64,139	\$67,388	\$70,567	\$73,746	\$76,746
12			\$68,464	\$71,860	\$75,098	\$78,098
13				\$73,179	\$76,480	\$79,480
14				\$74,256	\$77,889	\$80,889
15					\$79,328	\$82,328
16					\$80,792	\$83,792



17					\$81,869	\$84,869

**2000 ADDED DUTY**

**2001 Student Activity Program**

Compensable student activity program added duty shall be defined as work performed by the teacher outside of the standard work day which is related to the student activity program and which is covered by an added duty contract. The teacher who agrees to perform added duty pursuant to this article shall execute an added duty contract which shall include, but not be limited to, the activity name, the tentative period to be covered, general statement of basic duties, the immediate supervisor, and the compensation rate. The compensation rate shall be determined by the District’s student activity program added duty compensation schedule cited below:

Activity	Factor	Compensation	Positions
Varsity Basketball (boys or girls)	1	3,000	4
Varsity Wrestling or Volleyball	0.66	2,000	4
Student Government (ANI or KLG)	0.33	1,000	2
All Junior Varsity Sports (ANI or KLG)	0.165	500	8
Cross Country (ANI or KLG)	0.165	500	2
Student Government (Upriver)	0.165	500	5
Upriver Sports (per event)	0.0825	250	10
Technology Leader 1	.33	1000	2
Technology Leader 2	.165	500	7

All added duty contracts will be paid upon successful completion of the added duty, and submission of all required paperwork and signatures to the business office.

The added duty compensation schedule will be included with the added duty contract.

Nothing herein shall be construed as a constraint upon the teacher who elects to provide services relative to the student activity program at a lower rate of compensation or without compensation.

**2002 Lead Teachers**

Lead teachers shall be entitled to salary supplement at the rate of:

Tier	1st and 2nd year	Recognition Addendum for 3rd year plus of duty
I. All Upriver sites*	\$5,000	\$1,250
II. Aniak and Kalskag sites	\$2,500	\$1,250

\* From \$0 to \$5000 based on duties assigned by resident principal

Lead teachers whenever possible shall have at least 2 years experience on site, and be provided in-service training regarding specific duties. The Lead teacher shall execute a contract which shall

include but not be limited to a general statement of basic duties as determined by the District. Beginning in the third year of cumulative Kuspuk lead teacher duty, the lead teacher will receive the experience addendum cited above added to the extra-duty compensation.

### **2003 OUT OF HUB INCENTIVE**

Given the increased cost of shipping and traveling to communities outside of Aniak, “the hub,” the district will address this cost of living with the following incentive:

\$500	Stony River, Sleetmute and Red Devil
\$250	All other out of hub teachers

The out of hub incentive will be paid during August in-service.

### **2004 TRAVEL STIPEND**

The district will provide each teacher with the average cash value of a round trip ticket from Aniak to Anchorage.

The travel stipend will be paid during August in-service.

### **2005 TEACHER LICENSURE REIMBURSEMENT**

The School District will reimburse Teachers for their Alaska Teaching License. Reimbursement of this incentive will be at the flat rate of \$200.00. In year one of this agreement all certified staff will be reimbursed. In year two and all subsequent years of this agreement only teachers new to the district, or those renewing their Alaska Teaching License will be eligible for this incentive. This incentive does not apply each time a certified staff member adds endorsements to their license – only when the license is set to expire will the stipend be paid.

### **2006 DISCRETIONARY INSTRUCTIONAL FUND**

The School District will provide a Discretionary Instructional Fund of \$300.00 per classroom Teacher per year to be used for purchasing educational supplies or materials of their choice for student use.

- Reimbursable if purchased by the teacher or could go through purchase order process.
- The price of postage or shipping is included in the total amount.
- Supplies and materials reimbursed or purchased with these funds are the property of the Kuspuk School District.

### **2100 ASSOCIATION PRIVILEGES**

#### **2101 Use of Equipment and Facilities**

The Association may use designated District equipment and facilities at reasonable times outside the teacher work day upon approval of the building administrator. The Association shall be responsible for the reasonable care and security of District property and shall promptly reimburse the District for materials used, for any extra custodial services required, and for any loss or damage of District property attributable to its use by the Association. The Association may post non-inflammatory materials on designated bulletin boards and may distribute such materials in teacher mailboxes. The

District shall not be responsible for the loss or damage of Association materials posted or distributed under the provisions of this section.

#### **2102 Access to Public Documents**

One (1) copy of all non-confidential Board meeting agenda materials, one (1) copy of the adopted minutes of each Board meeting, and one (1) copy of any other non-confidential District documents shall promptly be made available to the Association President upon request during regular office hours. The District shall not be responsible for any errors or omissions in the documents so provided.

#### **2103 Association Dues Deductions**

Association Dues shall be deducted from each Association member's salary in 6 monthly installments beginning with the October payroll. The dues so deducted shall promptly be transmitted to the Association President. The Association President will provide a list of Association members to the District prior to fifteenth (15th) day of September. An Association member may revoke membership at any time by giving written notice to be received by the Superintendent and Association President by the fifteenth (15th) day of the month, and opt for Negotiation/Service fee deductions.

#### **2104 Association Leave**

The Association shall be entitled to use twenty-four (24) days of non-compensated leave during the school year for Association business. The Association President shall notify the Superintendent not less than forty-eight (48) hours in advance as to the teachers who will be on leave. Not more than three (3) teachers may be on Association leave on any given day. The Association shall promptly reimburse the District for the costs of substitutes employed for teachers on Association leave. By giving written notice to the Superintendent, the teacher may irrevocably donate leave days accrued under Section 1601.2.1 in either one half (1/2) or one (1) day increments to be substituted for non-compensated Association leave days as provided above. Such days shall then be available as compensated Association leave, and the Association shall not be required to reimburse the District for the costs of substitute teachers necessitated by such leave. Leave days donated as provided above which are unused at the end of the work year shall accumulate from year to year. The number of days carried forward into the succeeding year plus the number of days donated as provided above shall not exceed twenty-four (24) days.

In addition, the Board shall grant each school year five (5) days of leave with pay for teachers to participate in Association business. An additional five (5) days will be allocated if grant funding is available. Requests for such leave shall be made in writing to the Superintendent by the Association President, and shall include the name(s) of teachers to be on Association leave. All efforts will be made to coordinate such leave with the District instructional model and not conflict with timing of District in-services.

### **2200 TEACHER REPRESENTATION AT BOARD MEETINGS**

The Board will provide administrative leave and transportation expenses for a teacher representative to attend ten (10) regular school board meetings during the year. This teacher representative is to be elected by all District teachers by written ballot. The runner-up will serve as an alternate.

### **2300 REPRESENTATION FEE**

In accordance with current Negotiated Agreement, teachers represented by the bargaining agent shall not be required to join The Mid-Kuskokwim Education Association (MKEA); however all teachers who choose not to join MKEA shall be required as a condition of employment to pay the representation fee to MKEA. The representation fee shall be the amount equal to the regular MKEA, NEA-Alaska and NEA dues. Verified fee objectors will donate a representation fee equal to that of

MKEA, NEA-Alaska, and NEA dues. All dues and fees shall be automatically deducted in 6 monthly installments beginning with the October paycheck.

- A. It is recognized that the responsibilities of the exclusive representation of teachers under this Agreement entails expenses which appropriately are shared by all teachers who are beneficiaries of this Agreement.
- B. Teachers who claim a bona fide religious conviction which prohibits their contributing their fair share to the Association shall be referred to the Labor Relations Agency.
- C. The Association will establish and maintain an internal procedure for dealing with objections from fee payers who do not want their fees expended for purposes other than those activities necessarily or reasonably incurred by the Association for the purpose of performing the duties of an exclusive representative.
- D. The Association hereby agrees that it will indemnify and hold the Kuspuk School District together with its Board members, administrators, officers, agents and employees harmless from any claim of any nature connected with or arising out of the implementation of a negotiations/services fee arrangement, whether such claims are initiated by teachers or any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to:
  1. assume the defense against any such claim.
  2. pay any attorney's fees and costs associated with the defense against any such claims.
  3. pay the full amount of any adverse judgments or award resulting from such claims, including costs.

## **2400 PERFORMANCE INCENTIVES**

### **2400.1 Longevity Award**

The District will continue to provide a longevity award. This award will be paid using the following schedule:

Continuous Certificated Kuspuk Service Years:

4-8 \$500

9 + \$1000

This award is grandfathered in for all certificated staff employed during the 2010-11 school year. Beginning with the 2011-12 school year, the term "continuous" means no break in service. Break in service includes not having a current valid Alaska Teacher's License for any length of time, leave of absence, or leaving the employment of the school district.

The longevity award will be paid with the May paycheck for each qualifying person.

### **2400.2 Highly Qualified Support**

The district will encourage teachers to pursue highly qualified status in math and other additional contents by covering the cost of praxis exams and travel to in-district test sites.

### **2400.3 Self Reflection Day**

The district will provide pay for one non-calendared day to provide time for self-reflection regarding the progress of students in a teacher's care and developing related refinements. The teacher must provide a one page proposal for approval by the principal by the last school day in October. Self-reflection summary is due to the supervisor by the last school day in April. Payment will be made in

the last paycheck of the school year based upon a signoff on the activity by the principal. This cannot be carried forward to the next year. It must be used or it is no longer available.

#### **2400.4 Professional Development Reimbursement**

Teachers may request reimbursement for professional development tuition for up to three credits as based on University of Alaska Anchorage tuition schedule, per contract year. In order to qualify for reimbursement, the teacher must submit to the Superintendent, a brief explanation of the professional development opportunity and how it relates to either the district goals or general development of job skills directly related to the teacher's current assignments. It is highly recommended that reimbursable items be pre-approved. If pre-approval is not obtained opportunities may or may not be eligible for reimbursement, as evaluated by the Superintendent. All reimbursements will be made to the teacher upon submission of receipts for payments made. Professional development opportunities reimbursed under this section shall qualify for credit toward wage schedule placement only, if they also meet the criteria for approved coursework (see 100-103 Definitions).

#### **2400.5 Mentoring System/ Other Special Assignments**

Pay and benefits for teachers who are assigned to supplementary positions, which are compensated by special grants shall be distributed equitably among those so assigned. Other teachers assigned to the same activities, but not funded by the special grant will be compensated at the same rate as paid to those by grant funds.

Teachers have the right to an expectation of a reasonable time allocation of duties as assigned. That level of reasonableness will be decided on a case-by-case basis between teachers and her or his principal or immediate supervisor. In the case of duties given by district office administration, those individual(s) will be involved in the collaborative discussion. Issues of time, number of assignments within a week or other period and overall distractions from regular duties, especially beyond contractual hours will be given consideration.

### **2600 TEACHER SAFETY**

#### **2600.1 Teaching Climate**

The District shall provide a safe and healthy environment for students and staff. A "no tolerance" policy will be enforced for any of the following violations: weapons, drugs, verbal or physical assaults, and intimidation by students, school personnel, or community members. See existing Board Policy 4159/4259/4359.

The district shall provide annual training dealing with crisis interventions in accordance with Alaska State Statutes.

For steps to remedy concerns regarding Teacher Safety please refer to section 2600.3

#### **2600.2 Facilities Maintenance**

The Teachers, Lead Teachers and Principals shall work collaboratively with the maintenance department to develop and implement a health and safety procedure to keep the facilities running at their optimal level.

For steps to remedy concerns regarding Teacher Safety please refer to section 2600.3

### **2600.3 Teacher Safety and Facilities Maintenance Procedure**

To remedy concerns regarding Teacher Safety the following procedure(s) will be taken:

- 1) Resolve at the lowest level.
- 2) A supervisory inquiry will occur with written documentation and/or evidence submitted by all parties to resolve the problem. Communication amongst all parties will happen in the most expeditious manner. Upon review of all written documentation, interviews, and/or evidence regarding this problem, the Supervisor will render a decision and communicate it to all parties involved within ten (10) days in session. This decision may include the following consequences: formal, and informal discipline to the parties involved including verbal and/or written reprimands, placement on administrative leave with or without pay, or other disciplinary actions such as restriction from school grounds or facilities as deemed appropriate. The Kuspuk School District reserves the right to contact other agencies outside the district including, but not limited to, the Alaska State Troopers and the Alaska Court System.
- 3) Upon notification of this decision by the Supervisor to all parties involved, persons may choose to appeal this decision to the Superintendent within five (5) days in session.