

# Negotiated Agreement

Between

**MIDDLE YUKON EDUCATION ASSOCIATION  
and  
YUKON-KOYUKUK SCHOOL DISTRICT**

July 1, 2022- June 30, 2025



Accepted for the Board:

*Ed Bruce*

YKSD Chairperson

Accepted for District:

*Henry M. Boyd*

Superintendent

Accepted for the Association:

*Donna Hender*

MYEA President

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## 100 NEGOTIATIONS

### Procedures:

1. The superintendent or Union President may initiate bargaining by written notice to the other party between September 1<sup>st</sup> and October 31<sup>st</sup> in the final year of the current contract. If neither party gives written notice within the specified time, the expiration date of the Agreement shall automatically be extended one year.
2. If written notice was initiated, within 60 calendar days the parties shall meet at a mutually agreeable time and place to begin bargaining.
3. At the start of negotiations, the mutual exchange of initial proposals between the MYEA and District will occur, no new proposals, other than counter proposals, shall be allowed, unless mutually agreed to.
4. A private space will be made available to MYEA if negotiations are held at the district office. Normal use of office equipment shall be permitted throughout the bargaining process.
5. The number of negotiating team members will be no more than six (6) members per team, not including consultants. No more than two (2) consultants on each team shall be allowed in the negotiation room at any time.
6. Both teams will identify the spokesperson and the names of the team members no later than fourteen (14) calendar days before the date bargaining is scheduled to begin.
7. The Association and the District agree that one member of each negotiation team shall be acknowledged as the official spokesperson for the team, and the other team members, including consultants, may participate upon recognition by their spokesperson.
8. The spokesperson of either group may, independently, call for a caucus at any time during the negotiating session. If the party calling for the caucus anticipates needing a longer period of time than 30 minutes s/he will so inform the other party, and a time to reconvene will be determined.
9. Both teams will be afforded a respectful, equal opportunity to speak without interruption.
10. The process of tabling may be used. Tabling shall mean "the temporary suspension of negotiations on a specific item until a slated time."
11. All items which are negotiated and upon which agreement is reached shall be reduced to writing, signed and dated at the time of the agreement, and incorporated into the tentative agreement.
12. At the end of every session, the teams will summarize and calendar their next session.
13. In the event of an apparent impasse called by either party, the parties agree to resolve the impasse according to applicable Alaska Statutes.
14. When agreement is reached, following the final language for the successor agreement the Union shall submit it to their members for ratification within fourteen (14) calendar days. Once the Union President has certified in writing his/her membership has ratified the agreement, the Superintendent shall place it on the next Board meeting agenda for ratification.

## **102 REFERENCE CLAUSE**

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

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

## **104 SAVINGS CLAUSE**

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

## **106 DURATION**

This is the sole and complete Agreement between the parties. This Agreement and each of its provisions is binding and effective as of July 1, 2022 and shall continue in full force and effect until June 30, 2025.

## **108 REPRODUCTION OF AGREEMENT**

An electronic version of the current Agreement will be sent to each teacher within thirty (30) days after the Agreement is signed. The District will post the Negotiated Agreement on the YKSD website.

## **110 EXCLUSIVE RECOGNITION**

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

## 200 COMPENSATION

Each teacher shall be placed on the highest number step for which (s) he qualifies on the column except as noted in one (1) and two (2) below. The teacher shall qualify for one step for each year of teaching experience. For experience to count for salary placement, the teaching experience must be acceptable for creditable service for the Teacher Retirement System. Alaska teaching experience combined with out of state teaching experience shall be credited year for year up to a maximum of ten (10) years total for teachers holding a bachelor's degree and a maximum of twelve (12) years total for teachers holding a masters' degree.

### **Per AS 14.20.220**

1. For teachers holding bachelors' degrees, not more than six years of school experience outside the state may be substituted for a like period of school experience in the state when a teacher's position on the salary scale is established.
2. For teachers holding masters' degrees, not more than eight years of school experience outside the state may be substituted for a like period of school experience in the state when a teacher's position on the salary scale is established.

"School experience" means a full-time elementary or secondary teacher in a public or nonpublic school as defined in AS [14.25.220](#)

3. No employee previously placed shall have his/her placement reduced as a result of this agreement. Subject to the above provisions, experience both in Alaska and outside will be creditable to placement on the salary schedule. An employee who completes at least 140 contract days during the school year shall be credited with one year of experience for advancement on the salary schedule.

Placement on the columns of the salary schedule will be based on the confirmation of Baccalaureate and/or Masters college degrees. Credits earned beyond the last conferred degree will be applicable to movement on the columns. The credits must be in one (1) of the following and must be upper division (300 level or higher):

- A. the person's teaching area; major or minor field as listed on the degree;
- B. in the education content or administrative area in a public school setting;
- C. in an area which furthers one or more of the District's educational program in which the employee is or will be participating in;
- D. credits shall not count towards advancement on the salary schedule if a grade "D" was awarded; and,

All courses should be reviewed by Human Resources, or designee, in an effort to protect employees to ensure courses taken are aligned with the district's requirements for placement on the salary schedule.

All credits earned must be from an accredited college or university. At least six (6) of the eighteen (18) hours of credit must be graduate level. Up to six (6) hours may be non-academic credit earned subsequent to employment in the District and under the approved regulations governing nonacademic credit.

Consideration will be given for employees who are on an approved career path to obtain an educational degree requiring them to take undergraduate courses.

The Human Resources reviews credits submitted for advancement. Only credits meeting the above criteria will be approved. Credits not meeting the criteria will be denied for advancement on the salary schedule.

4. River School Differential

Certified employees contracted to teach in the following schools will receive a remote differential: (Allakaket, Hughes, Huslia, Kaltag, Koyukuk, Minto, Nulato, Rampart and Ruby)

The River School Differential will be applied based on the certified employee's years of consecutive service with the YKSD:

Year 1-3:	\$2000
Year 4-6:	\$2500
Year 7 +:	\$3000

The differential will be paid in the November paycheck.

5. The District shall cover 200 pounds of freight (not excess baggage) for all certified River School employees to their assigned village at the start of their contract.

## **202 SIGNING BONUSES**

Yukon Koyukuk offers signing bonuses for newly hired teachers in certain shortage areas.

Shortage Area: \$1,500 signing bonus to "new hire" shortage area, as determined by the district annually. A "new hire" employee is one who has not worked in Yukon Koyukuk School District during the previous school term.

As a condition of employment, any new employee hired to teach that is assigned to a shortage area must agree to teach in the district for at least one year to qualify for the signing bonus.

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. The District reserves the right to determine teacher shortage areas.

## 204 DEADLINES

### 1. Movement on the Salary Schedule

Teachers seeking a change in salary on the basis of additional credits must file official transcripts certifying that certain courses had been completed and credits earned with the Superintendent no later than September 15. After September 15, no changes will be made in salary placement except in cases of error in the original placement.

The parties acknowledge and agree that it is the responsibility of the teacher to review their contract and determine whether or not the contract contains any mistakes in salary computation or placement. Movement on the salary schedule will be reflected in the October payroll and will be retroactive to the beginning of the teacher's contract period.

### 2. Notification of Salary Computation Errors

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

### 3. 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

### MYEA SALARY SCHEDULE

2022-2023

\* River School Differential - 0-3 years \$2,000, 4-6 years \$2,500, 7+ years \$3,000

STEP	BA+0	BA+18	BA+36	BA+54 or MA+0	BA+72 or MA+18	MA+36
0	56,286	57,131	58,483	61,391	64,302	67,217
1	56,838	59,314	62,221	65,129	68,040	71,131
2	60,140	63,055	65,966	68,867	71,775	75,045
3	61,807	64,712	67,624	70,534	73,438	76,766
4	63,466	66,349	69,288	72,193	75,105	78,528
5	65,128	68,040	70,952	73,857	76,760	80,259
6	66,366	69,703	72,610	75,523	78,428	82,028
7		71,367	74,275	77,182	80,088	83,760
8		73,028	75,916	78,849	81,750	85,382
9		74,690	77,595	80,501	83,417	87,106
10		76,117	79,258	82,165	85,074	88,865
11			80,777	83,830	86,736	90,576
12				85,911	88,401	92,320
13				87,562	90,104	94,099
14				89,217	91,759	95,754
15				90,873	93,415	97,410

FY23

\* Certified employees contracted to teach in the following schools will receive a remote school differential (Allakaket, Hughes, Huslia, Kaltag, Koyukuk, Minto, Nulato, Rampart and Ruby). The differential will be paid in the November paycheck.

# MYEA SALARY SCHEDULE

2023-2024

\* River School Differential - 0-3 years \$2,000, 4-6 years \$2,500, 7+ years \$3,000

STEP	BA+0	BA+18	BA+36	BA+54 or MA+0	BA+72 or MA+18	MA+36
0	57,412	58,273	59,652	62,619	65,588	68,561
1	57,975	60,500	63,465	66,432	69,401	72,553
2	61,343	64,316	67,285	70,244	73,211	76,546
3	63,043	66,006	68,977	71,944	74,907	78,301
4	64,735	67,675	70,673	73,637	76,607	80,099
5	66,430	69,401	72,371	75,334	78,296	81,864
6	67,693	71,097	74,062	77,034	79,997	83,669
7		72,794	75,760	78,726	81,690	85,435
8		74,488	77,434	80,425	83,385	87,090
9		76,184	79,147	82,111	85,085	88,848
10		77,639	80,843	83,808	86,776	90,643
11			82,392	85,507	88,471	92,387
12				87,629	90,169	94,166
13				89,313	91,906	95,981
14				91,002	93,594	97,669
15				92,690	95,283	99,358

FY24

\* Certified employees contracted to teach in the following schools will receive a remote school differential (Allakaket, Hughes, Huslia, Kaltag, Koyukuk, Minto, Nulato, Rampart and Ruby). The differential will be paid in the November paycheck.

# MYEA SALARY SCHEDULE

2024-2025

\* River School Differential - 0-3 years \$2,000, 4-6 years \$2,500, 7+ years \$3,000

STEP	BA+0	B+18	B+36	BA+54 or MA+0	BA+72 or MA+18	MA+36
0	58,560	59,439	60,845	63,871	66,900	69,933
1	59,135	61,710	64,735	67,760	70,789	74,004
2	62,570	65,603	68,631	71,649	74,675	78,077
3	64,304	67,326	70,356	73,383	76,405	79,867
4	66,030	69,029	72,087	75,110	78,139	81,701
5	67,759	70,789	73,818	76,840	79,862	83,501
6	69,047	72,519	75,543	78,574	81,597	85,342
7		74,250	77,276	80,300	83,323	87,144
8		75,978	78,983	82,034	85,053	88,832
9		77,707	80,730	83,753	86,787	90,625
10		79,192	82,460	85,484	88,511	92,455
11			84,040	87,217	90,240	94,235
12				89,382	91,972	96,049
13				91,099	93,744	97,900
14				92,822	95,466	99,623
15				94,544	97,189	101,345

FY25

\* Certified employees contracted to teach in the following schools will receive a remote school differential (Allakaket, Hughes, Huslia, Kaltag, Koyukuk, Minto, Nulato, Rampart and Ruby). The differential will be paid in the November paycheck.

## **212 HEALTH INSURANCE**

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

Coverage shall be extended until June 30 for any terminating teacher who completes a contract year. If a teacher has been terminated or voluntarily resigns before contract is completed, all benefits cease on date of termination.

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

The District will continue a Section 125 Plan.

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

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.

This committee will be comprised of up to six (6) joint team members; three Association representatives of their choosing and three District representatives.

## **214 LIFE INSURANCE**

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

## **216 LIABILITY INSURANCE**

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

## **218 LONG-TERM DISABILITY INSURANCE**

The Board shall provide long-term disability insurance for teachers who have fewer than five (5) years of creditable service in the Alaska Teachers Retirement System per AS 14.25.130 as long as the teacher is still under contract with the district. The District and teacher shall comply with requirements defined by the Family Medical Leave Act (FMLA) & Alaska Family Leave Act (AFLA). The disability must fit the definition of a serious health condition for the employee to be eligible for long-term disability insurance. A physician certification will be required. This form will be provided to the employee by the district. The district shall be provided with periodic physician certifications to determine eligibility for continuing benefits per application of use. The maximum benefit under the insurance plan shall provide income to the teacher at the rate that is sixty-six percent (66%) of the teacher's salary, pursuant to the salary schedule at the time of the inception of the disability, not to exceed an income benefit rate of \$3000 per month, while the teacher is on leave. The

benefits to be provided under the plan shall be payable after a sixty (60) day waiting period after the disability occurs and shall continue until the teacher is no longer disabled. Receipt of benefits under the plan shall become effective on the first day following the teacher's exhaustion of personal/sick leave and sick leave bank benefits. The cost for the plan shall not exceed \$8000 to the District in each year that the employee is under contract with the district. Costs above \$8000 will be borne by the teachers enrolled.

If the teacher is receiving benefits through Workers' Compensation, the employee shall not be eligible for long-term disability insurance as defined above. If such a case happens, all long-term disability payments will be submitted to the district, immediately upon receipt of the payment. If applicable, the district shall report benefits to corresponding agency.

## **220 PAYMENT OPTIONS**

1. The District shall have teacher paychecks deposited by EFT or postmarked the last day of the month for which they are issued.
2. Raven Homeschool teachers shall be paid monthly in 12 equal divisions of payment, with the first payment being issued in July and the last payment in June.
3. All other teachers shall be paid monthly in 12 equal divisions of payment, with the first payment being issued in August and the last payment in July.
4. Teachers who are hired after the beginning of the school year will be paid monthly in equal divisions of payment prorated from the time of hire through July.
5. 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 employee when circumstances defined as unforeseen, unplanned and unavoidable require a staff member to secure funds on short notice and the employee has exhausted all other reasonable sources of financial relief.

- A teacher 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 teacher'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.
- A teacher 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 teacher terminates prior to repayment of the advance, the advance balance due at the time of termination will be deducted from the teacher's final paycheck. This will include using the teacher's accrued annual leave due to settle the advance due if necessary. If the funds are not enough to satisfy the debt, the teacher will be required to make personal payment in full for the balance, or sign a promissory note for the balance.
- A teacher will not be eligible for a pay advance if there is an outstanding pay advance.

### **Procedure**

1. To receive an advance the teacher must submit a completed Payroll Advance Form to payroll for approval.

2. The signatures of the teacher 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 teacher request the District will make the following payroll deductions\*:

1. Housing;
2. Credit Unions and Banks as determined by the teacher;
3. Tax Shelter Annuities to be determined by the teacher but limited to the district's approved vendors;
4. Association Dues - Upon receipt of authorization from the employee, the Board shall deduct an equal amount of such dues from the regular salary check of the employee beginning in October from every paycheck through the final paycheck of the school year.

\* In the case where it is found that the district is owed money by teacher, (i.e. unreturned equipment, district property, not rightly belonging to the employee), the teacher will be responsible for repaying the district or returning district property. The district shall notify the employee of funds due. The employee shall be given the opportunity to pay in check form, prior to the teacher's check being paid out. If the teacher does not respond to requests, the deduction shall be made from the teacher's final paycheck, not to exceed the cost of such items.

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

### **Per Diem**

Any employee 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. Teachers 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**

Employees 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 employee travel on non-contracted time.

Employees 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**

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

## **228 ACTING PRINCIPAL PAY**

Teachers designated by principals/principal-teachers to be acting principals during the unit administrator's absence shall be compensated an additional \$30.00 per day for K-12 sites and \$15.00 per day for all other sites. If the principal is gone for more than five consecutive work days, the teacher designated as the acting principal shall be compensated at the rate of \$35.00 per day for K-12 sites and \$20.00 per day for all other sites for each additional consecutive day beyond the first five workdays. Compensation will be paid no later than the subsequent pay period.

## **229 COMMITTEE PAY**

The Teacher who serves on a District-sponsored Committee outside of the regular workday or work year shall be compensated as follows: a meeting that lasts no more than one (1) hour- no compensation; a meeting that lasts from more than one (1) to two and one-half hours (2 ½) - \$75; a meeting that last for more than two and one half hours (2 ½) to four (4) hours - \$100; and a meeting that lasts more than four (4) hours - \$150. If necessary, travel to committee meetings that occur in a community other than that of the Teacher's regular assignment will be paid at the District rate.

This article does not apply to local school committees.

## **230 EXTRA-CURRICULAR PAY**

Acceptance of extra-curricular positions is voluntary and acceptance or refusal to accept extra-curricular positions will not affect employment status. The District shall attempt to fill extra-curricular positions voluntarily from the certificated staff. Teachers under initial contract for extra-curricular duties may not change this assignment except by approval of the District. The District reserves the right to non-renew extra-curricular positions from year to year. Upon acceptance of an extra-curricular position, the Principal and Sponsor will develop a job description prior to the Sponsor's signing of an extra-curricular activity contract.

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

## 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 Human Resources a minimum of four (4) weeks prior to the start date of the activity.**

## 300 EMERGENCY / BEREAVEMENT LEAVE

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

1. Death(s) within the immediate family.  
The "immediate" family is defined as husband, wife, father, mother, son, daughter, brother and sister.
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.

## 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 interrupted 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.

### **302 SICK LEAVE**

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.

The "immediate" family is defined as husband, wife, father, mother, son, daughter, brother, and sister.

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 or as soon as practical.

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.

A health care provider's note is required for all sick leave that is three consecutive days or more.

### **304 PARENTAL LEAVE**

#### **1. Child Bearing Leave**

##### **A. Maternity:**

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

##### **B. Paternity:**

A teacher may use up to fifteen (15) days of sick leave to accompany and attend to a spouse and child. Paternity leave may be a combination of sick leave and personal

leave. Once sick and personal leave has been exhausted, leave without pay may be used at the discretion of the Superintendent or his/her designee.

- C. FMLA & AFLA 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.
- D. 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. ie: the employees may divide the allotted leave concurrently, with approval.

2. Child Rearing Leave

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

### **306 PERSONAL LEAVE**

Four (4) personal leave days will be provided each year to each full-time certificated employee to be used at his/her discretion. Part-time employees personal leave will be prorated per their full-time equivalency (FTE).

Unless it is an emergency and time will not permit, employees shall request in writing the use of personal leave a minimum of forty-eight (48) hours in advance to their immediate supervisor.

Leave must be approved by supervisor prior to leave being used.

Personal days shall not accrue from year to year. Upon request, up to two (2) unused personal leave days shall be cashed out and dispersed with the final paycheck at the rate of \$275.00 per day.

No more than three (3) consecutive days may be used at one time.

Personal 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 personal leave on such days, additional documentation will be required at supervisor's request and approval must be given by the superintendent.

Use of personal leave on any one given day shall be limited to four (4) teachers or fifty percent (50%) of total teachers, whichever is less.

If the employee's contract is not completed, personal leave days will be prorated based on the completed contract days.

### **307 TRAVEL DELAY**

When a teacher 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 teacher. The burden shall be upon the teacher to establish that the delay was

beyond his/her control. The teacher's absence under the circumstances will be charged to personal leave. If the teacher has insufficient personal leave to cover the absence, the time will be leave without pay (LWOP). When a teacher 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 teachers shall comply with regulations regarding workers' compensation.

In the event a teacher gets injured on the job, the teacher 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 teacher 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.

Teachers 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 teacher is on worker's compensation.

Medical insurance shall continue at no cost to the teacher 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.

### **310 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 teacher.
3. All other benefits, with the exception of salary and salary related benefits shall continue.
4. Requests for short-term leave without pay for medical reasons must be accompanied by a health care provider's certification and FMLA & AFLA will apply.
5. A leave of absence may be granted to any employee for personal reasons at the discretion of Superintendent approval.

### **312 LONG-TERM LEAVE OF ABSENCE WITHOUT PAY**

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

#### **1. Types of Long-Term Leave**

##### **A. Medical**

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

##### **B. Exchange Teaching**

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

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

A leave of absence may be granted any teacher for personal reasons at the discretion of Superintendent approval.

#### **2. Conditions of Approved Long-Term Leave**

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

- B. All requests for long-term leaves of absence must be submitted to the Superintendent by March 15. Upon request, the Superintendent may, with sufficient justification, grant leave for a period of up to one (1) year.
- C. A teacher on approved leave of absence without pay does not lose rights under the non-retention statutes, and the leave year does not constitute a break in service under Teacher's Retirement statutes, although the leave does not accrue credit for teaching experience unless otherwise specifically noted.
- D. A teacher on unpaid leave of absence may continue his/her health insurance for the duration of the leave paying the estimated single or family monthly premium in advance to the District. The premium shall be paid no later than the 30th of each month's coverage.

### **314 PROFESSIONAL DEVELOPMENT LEAVE**

Upon approval from the Superintendent, each certificated employee may be granted Professional Development Leave to attend one (1) professional conference or workshop per year. Use of professional development leave is to provide opportunities for employees to enhance their professional expertise and job performance as related to instructional duties and student achievement. Its use is not intended for personal use, completion of academic degrees or political reasons and is at employee's expense (i.e. travel, lodging, conference fees).

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

Employees 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.

### **316 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.

### 318 TEACHER SICK LEAVE BANK

- A. In accordance with AS 14.14.105 there is established a Sick Leave Bank administered jointly by a committee of three (3) members, two (2) appointed by the Association and one (1) appointed by the District. The District's business office will have the authority to manage the affairs of the bank. The committee will develop criteria for use of the Sick Leave Bank. Changes to the Sick Leave Bank Rules and Regulations must be jointly approved by the MYEA and District representatives on the committee. The Sick Leave Bank Committee shall be responsible for reviewing and approving requests for sick leave withdrawal from the Bank, consistent with use restrictions contained in this Agreement. The committee shall meet once a month or as needed. A member who has exhausted personal and sick leave may apply for withdrawals, provided sufficient leave time is available in the Bank. Withdrawals from the Sick Leave Bank shall be used exclusively for personal illness of the member, except for as described in section 304 1. A. of this agreement. Awards in a given school year shall be limited to no more than twice the number of sick leave days accrued by the member as of the start of the school year in which the application is submitted not to exceed 40 days per employee per school year.
- B. A one day contribution to the Sick Leave Bank will occur automatically through the District's leave accrual system during the first 30 calendar days of each school year or during the first 30 calendar days of employment each school year. In the event the sick leave bank falls below 5 days, each member shall automatically donate one additional day. A maximum of three (3) required days may be donated in any given year. Teachers may voluntarily donate additional days at any time (not to exceed 20 days). All members will be notified when a sick leave day is drawn from their account.
- C. The balance of Bank days shall carry over from year to year but shall not exceed 160 days in the bank at any one time. In the event the Sick Leave Bank would exceed 160 days at the beginning of a school term, the above one day contribution to the bank will be deferred, except for new members, for the year or until such time that the Bank has 65 days or less.
- D. A newly hired member electing not to join the Sick Leave Bank will inform the Human Resources Office in writing within 15 calendar days after the reporting or contracting date, whichever is later. Anyone who is not a member of the Sick Leave Bank will not be eligible for awards or donations from the membership. All new hires will be supplied an opt-out form to be returned within 15 calendar days.
- E. Teachers electing to enroll or un-enroll from the Bank will inform Human Resources in writing during the annual open enrollment period of September 1-15.
- F. Sick leave days assigned to the Bank shall remain the property of the Bank, and no donor shall have any further claim to donated days.
- G. A member will not be reimbursed from the Bank for unpaid leave days until the application has been approved by the Committee and processed by Payroll.
- H. Teachers requesting leave under the Sick Leave Bank are still obligated to comply with FMLA and AFLA regulations.

- I. A member who terminates from the district may elect to donate up to 20 days of accumulated sick leave to the sick leave bank. Members will be given notice of this option at the time of their exit/termination.

### **320 LEGAL LEAVE**

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

### **400 TEACHER'S CONTRACT SCHOOL YEAR/SCHOOL DAY**

#### **1. Standard Teacher's Contract**

- A. The standard teacher's contract shall consist of 188 days.

The standard new teacher's contract shall consist of 190 days with two days set aside for new teacher inservice.

Paid holidays will include:

Labor Day

Thanksgiving (2)

Christmas Day

New Year's Day

- B. Raven Required Non-Contract Days

- Five (5) consecutive non-contract days in December/January that encompasses 12/24 and 1/1
- Five (5) consecutive non-contract days in February or March
- Fridays in July and June
  - Teacher may work on two (2) mutually agreed upon Fridays in July and two (2) Fridays in June

- C. Raven Required Contract Days

- State Assessment Dates as scheduled for each office.
- Inservice
- One (day) per month optional Flex Work at Home day may be approved per contract year. These days will be recorded and approved in the leave approval system. When working Flex Work at Home days, employees will follow all District policies. Flex Work at Home days do not accrue, cannot be carried over or cashed out. An approved Flex Work at Home Day Agreement must be on file.

#### **2. Non-standard Teacher's Contract**

Upon agreement of the teacher and the District, a teacher's standard contract may be for more or less than 188 days for returning teachers and 190 days for new teachers. Any addition or reduction in contract days from the standard contract shall be compensated at the teacher's standard contract rate. In such event, salary and salary related benefits shall be prorated to the number of days worked.

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

3. Standard School Day

- The length of the River School day for each teacher within the District shall be seven and one half (7.5) hours, exclusive of a duty-free lunch period consisting of thirty (30) consecutive minutes.
- The length of the Non-River teacher contract day for each teacher within the District shall be seven and one half (7.5) hours, exclusive of a duty-free lunch period consisting of sixty (60) or thirty (30) consecutive minutes per the teacher's approved daily schedule.
- River teachers shall be relieved of all teaching and supervisory obligations for sixty (60) minutes during the contract day for classroom preparation. This time is to be devoted to planning, grading papers, and parent contact. Uninterrupted segments shall not be less than twenty (20) minutes.
- Non-River teachers may work non-standard hours and complete their contractual obligations outside of normal business hours if necessary. For example, student workshops, parental meetings, and marketing events. These non-standard work hours will be scheduled on the employee's work schedule and must have prior approval by their supervisor.
- From time to time, the workday may be extended for reasonable periods for professional activities including but not limited to staff and committee meetings, student-teacher and parent-teacher conferences, and open house functions. The employees shall receive at least one (1) week notice prior to such activities when possible. Except under extenuating circumstances, such extensions shall not exceed one (1) hour each or occur more than nine (9) times per year. The workday may also be extended to make up for time lost due to a school closure.
- Contract days for Raven teachers and Distance Education teachers will be spread over 12 months from July to June.
- Contract days for District Office based teachers that support River schools, may be spread over 11 months from August through mid-June.
- All non-River teachers will be allowed to change their work schedule two (2) times per year due on November 15<sup>th</sup> and February 15<sup>th</sup>.
- River Teachers contract days will align with the District approved calendar.

4. Non-Standard School Days

Upon agreement of a teacher and the District, a teacher may be employed to regularly serve fewer than seven and one half (7.5) hours per day. Any teacher employed for less than seven and one half (7.5) hours per day shall have his/her salary and salary related benefits determined by multiplying the number of hours worked per day divided by seven and one half (7.5), times the teacher's normal daily rate, times the number of days worked. Anyone working 140 days or more shall qualify for full health benefits, life benefits and one year's credit for salary placement. If a teacher has been terminated or voluntarily resigns before contract is completed, all benefits cease on date of termination. Acceptance of duties beyond the regular contract day except for scheduled open houses and monthly teachers'



meetings are at the option of the teacher. Such duties will be performed on a voluntary basis or paid by prior agreement between the District and the teacher.

Teachers attending training courses or seminars requested by the teacher and approved by the District will suffer no loss of regular salary if the course requires their attendance during their regular employment time.

#### **403 TEACHER HOUSING**

The District shall provide prospective teachers with information and assistance related to housing in accordance with AS. 14.14.090(8).

#### **404 ACADEMIC FREEDOM**

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

#### **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.

#### **406 NOTIFICATION OF NON-RETENTION**

If an employee who has acquired tenure rights is not to be retained for the following school year, the District shall notify the employee of the non-retention in writing, delivered before March 16, or by registered or certificated mail postmarked prior to March 16.

If an employee who has not acquired tenure rights is not to be retained for the following school year, the District shall notify the employee of the non-retention in writing delivered on or before the last day of the work year, or by registered or certified mail postmarked on or before the last day of the work year.

The District will not post a non-retained employee's position until the employee has been notified per the notification procedures listed above.

## **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.

## **410 TRANSFER AND REASSIGNMENT**

### **1. Vacancy and Posting**

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

Notice of Vacancy shall be posted within ten (10) working days of the time the vacancy is known on the staff bulletin board at each site and school in the District. The vacancy will be posted a minimum of five (5) working days prior to filling the vacancy.

### **2. Definition of Transfer and Reassignment:**

A. A transfer is defined as a change of site.

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

### **3. Voluntary Transfer and Reassignment Procedures**

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

Teachers desiring consideration for specified openings shall apply within five (5) working days of the date the positions are posted. Requests for consideration for specified openings shall supersede any previous transfer requests made to unspecified locations.

Accepted transfer or reassignment requests shall be officially confirmed with a signed Letter of Intent within thirty (30) days.

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

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

#### 4. Involuntary Transfer and Reassignment Procedures

The District will consider the interests and aspirations of its employees when making assignments or transfers.

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

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

**AS Sec. 14.20.148.** Intra-District teacher reassignments.

When a teacher is involuntarily transferred or reassigned to a position for which the teacher is qualified, within the District, the teacher's moving expenses shall be paid unless the one-way driving distance is 20 miles or less from the teacher's present place of residence, or unless otherwise mutually agreed by the teacher and chief school administrator of the District if the District employs a chief school administrator.

### **411 VACANCIES DURING THE SCHOOL YEAR**

Vacancies that occur after the first day of the school year up to October 31 shall be filled with a new hire. Vacancies that occur November 1 and up to the end of the school year shall be filled with either a new hire or a long-term substitute as circumstances warrant.

Any position declared vacant November 1 and thereafter will again be declared vacant at the end of that school year.

The newly-hired teacher may apply for the position along with all other teachers requesting transfer. The newly-hired teacher who filled that position will be considered, but will not be guaranteed the position.

#### **412 REDUCTION IN FORCE**

Reductions in force shall be in accordance with AS14.20.177.

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

The District shall notify the Association of any possible or potential need for a layoff prior to March 16 of each year. Accompanying the notice shall be all supporting data or documents used by the District to conclude that a layoff may be necessary.
4. Preventive Procedures

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

  - A. The District shall, at least two weeks prior to the date by which teachers must be notified of non-retention, canvass the teaching staff to determine which, if any teacher(s) intend to resign (or retire) effective at the conclusion of the school year.

- B. If the number of teachers offering resignations is not sufficient to eliminate the need for a layoff the District shall approve all requests for unpaid leaves of absence.
- C. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a layoff the District shall solicit individuals who would like to share a single position. Teachers who volunteer to job share will each receive a salary equal to  $\frac{3}{5}$  of their annual salary and will receive full benefits and leaves as if they were working full-time. The teachers will also, for purposes of tenure and salary advancement receive credit for a full year's service for each year they are involved in a layoff caused by job sharing. Once a teacher has elected to job share, the teacher is bound by the election unless recalled to fulltime position as set forth in sections 6 and 7 of this article.
- D. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a layoff the District shall solicit volunteers for layoff.

5. Layoff Procedure

- A. In the event that the procedure specified in section 4 above fails to eliminate the need for a layoff the least senior teacher, pursuant to the seniority list, shall be notified in writing that s/he is to be laid off. Such notice shall be given to all tenured teachers to be laid off prior to March 16th. This process will continue until the required number of teachers placed on layoff is proportional to either the drop in District-wide enrollment or when there is more than a 3% decrease in District funding from the previous year, depending on which reason was used as the reason for layoff.
- B. The laid off teacher shall maintain his/her position on the District-wide seniority list. The teacher will be offered another position in the District that the teacher is qualified to fill if such a position is available.
- C. A tenured teacher may only be laid off due to a decrease in District-wide enrollment or in the event that more than a 3% decrease in the District's funding from the previous year occurs, or does not become Highly Qualified in accordance with the Every Student Succeeds Act.

6. Recall Rights

- A. Teachers who have been laid off shall be entitled to recall rights to any vacant bargaining unit position(s) for which they are qualified.
- B. Vacant positions shall be offered in writing to laid-off teachers in the inverse order of layoff, who are qualified for that position.
- C. A laid-off teacher who is offered a vacant teaching position has up to five (5) workdays following receipt of the notice of recall to decide whether or not to accept the recall.
- D. It is the responsibility of the laid off teacher to provide the District with a current mailing address.
- E. During the time that an employee is on layoff s/he will not experience a break in service for the purpose of retaining tenure rights and other accrued or earned benefits, including but not necessarily limited to sick leave and seniority. All such benefits to which a teacher was entitled at the time of layoff shall be restored in full on re-employment.

- F. A laid-off employee has, in order of seniority, right of first acceptance on any temporary bargaining unit work which comes available and for which s/he is qualified.

7. Challenges

Any challenge by a teacher for layoff must be made within five (5) workdays of a teacher's receipt of written notice of layoff.

#### **414 PERSONNEL FILES**

Teachers of the District shall have the right to inspect all contents of their complete personnel file kept within the District. Upon request, at District expense, a copy of any documents contained therein shall be afforded the employee. No duplicate, alternate or other personnel file shall be kept anywhere in the District. At the teacher's request a witness may be present in this review. Such a file shall be the official and only personnel file and the only file whose contents may be used as documentary evidence in the grievance process or any other legal action. Material not in the District personnel file cannot be used against the teacher. Personnel files will be in conformance with the just cause standard.

All material placed in the teacher's permanent personnel file, which is derogatory to a teacher's conduct, service, character, competence or personality, shall not be placed in a teacher's file unless the teacher has been given the material to read. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

Any derogatory material not shown to a teacher within ten (10) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such teacher. No evaluation, correspondence or other material making derogatory reference to a teacher's character or manner shall be kept or placed in the personnel file without the teacher's signed acknowledgment and opportunity to attach his/her own comments.

1. Confidentiality

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

2. Permanent File

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

3. Factual Accuracy

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

#### **416 PERSONAL FREEDOM**

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

#### **418 TEACHER DISCIPLINE**

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

#### **420 LESSON PLANS**

Lesson plans for each week's instruction shall identify objectives and be consistent with the District curriculum guides. Lesson plans will consist of: Board adopted curriculum, Alaska state standards, objectives, activities, materials/equipment needed, assessments, and homework as assigned.

Teachers shall submit lesson plans for the week no later than 9:00 a.m. on Mondays to their supervisor by the district's approved electronic format.

#### **422 RESPONSIBILITY FOR EXCEPTIONAL CHILDREN**

The classroom teacher may request and shall receive training when a child with a severe handicapping condition is assigned to the teacher's class. Free Appropriate Public Education (FAPE), is required for all children with disabilities who need special education and related services. Children with disabilities have the right to be educated in the regular setting to the greatest extent possible with their peers who do not have disabilities.

Each teacher/provider involved in the student's services will be informed of his/her responsibilities, specific accommodations, modifications and supports to be provided to the student and will have access to the student's IEP.

A classroom teacher may request additional training to the Department of Special Education.

- 34 CFR §300.17,
- 34 CFR §300.101, 4AAC 52.090
- 34 CFR §300.114

#### **424 NOTICE AND DUE PROCESS**

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

## 500 GRIEVANCE PROCEDURE

### 1. Section I – Definitions

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

### 2. Section II – Purpose

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

### 3. Section III - Time Limits

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

### 4. Section IV – Procedure

#### A. Informal

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



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

If the written grievance is not filed within five (5) working days after the informal meeting, then the grievance shall be waived.

B. Step I

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

C. Step II

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

D. Step III

1. In the event that the grievant is not satisfied with the disposition of his/her grievance at Step II, or in the event that the grievant does not receive notice of its disposition within ten (10) working days in Step II, and provided that the grievance cites concerns regarding the meaning of this Agreement or any part or parts of it or cites concerns regarding an alleged breach hereof, the Association may request arbitration within ten (10) days.
2. Within ten (10) days after such written notice of submission to arbitration, a request for a list of arbitrators will be made jointly to the American Arbitration Association by the Board and the Association. Arbitration shall be carried out under and in accordance with the rules of the American Arbitration Association.
3. The arbitrator selected will confer with the representative of the Board and the Association and hold hearings promptly, and will issue his/her decision not later than twenty (20) days from the date of the close of hearings. The arbitrator's

decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

4. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. In the event that a case is appealed to an arbitrator on which he or she has not the power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
5. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on both the Association and the Board.
6. The costs for the services of the arbitrator, including per Diem expense, if any, and his/her travel expenses and the cost of any hearing room will be borne equally by the Board and the Association. Other expenses will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by another.

5. Section V- Miscellaneous

- A. No party shall be entitled to arbitration until that party shall have exhausted all recourse to the level herein above set forth in this Article, unless otherwise mutually agreed.
- B. Decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association representative.
- C. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendation, and other necessary documents will be prepared jointly and distributed by the Association or the District.
- D. No reprisals of any kind will be taken by the Board or School Administration against any teacher because of his/her participation in this grievance procedure.
- E. Should the investigation or processing of any grievance require that a teacher or Association representative be released from his/her regular assignment, he or she shall be released without loss of pay or benefits.
- F. The District shall record Step II and Step III grievance hearings and shall provide a copy, at cost, of the recording upon written request of the grievant.
- G. The records and documents related to the processing of a grievance shall be maintained in a file separate from the teacher's official personnel file.
- H. No grievance may be filed without Association approval.
- I. A grievant may be represented at all stages of the grievance by him/herself, up to the arbitration level and then the Association will determine what cases go to arbitration, or by an Association representative.

- J. If a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and process such grievance through levels II and III of the procedure as appropriate.

## **600 ASSOCIATION RIGHTS**

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

## **602 ASSOCIATION LEAVE**

The District shall provide two (2) days per year of Association leave for every five (5) employees within the bargaining unit for use by the Middle Yukon Education Association. For purposes of this calculation, the number of employees shall be rounded up to the nearest five (5). Such leave will be used by Association members to participate in Association or NEA-Alaska business. The district shall provide twelve (12) additional days during a negotiation year. Leave cannot be used for or in conjunction with professional development. Teachers shall give the unit administrator advance notice of ten (10) days for use of association leave. If advance notice was not possible, teachers should give the unit administrator a brief note explaining why it was not. Authorization of leave must be provided by the President of the Association and approved by the Superintendent. If additional days are needed, Association may buy them at the actual cost to the District.

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

Upon written request, the Board shall provide the President of the Association with an electronic agenda for Board meetings.

Upon written request, 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/serviceCenters/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)

<http://www.ed.gov/essa?src=rn>