

NEGOTIATED AGREEMENT
BETWEEN
CHATHAM SCHOOL DISTRICT AND
CHATHAM-NEA
FOR THE SCHOOL YEARS:

July 1, 2018 – June 30, 2021

_____ Date: _____

Susan Sciabbarasi, Superintendent of Chatham District Schools

_____ Date: _____

Eric Hart, Bargaining Spokesperson – Chatham District NEA

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NEGOTIATED AGREEMENT

PREAMBLE

This agreement is entered into between the Chatham School District Board of Education, hereafter referred to as the Board, and the Chatham-NEA, hereafter referred to as the Association.

This Agreement is to set forth and record herein the full agreement between these two parties on matters pertaining to salaries and professional duties as employees of the Chatham School District.

ARTICLE I GENERAL PROVISIONS

Section 1. General Recognition.

The Board recognizes the Association as the exclusive bargaining agent for all teachers employed by the Chatham School District.

Section 2. Conformity to Law.

If any article or section of this Agreement is found to be contrary to law by a competent jurisdiction, or if compliance with or enforcement of any article or part is restrained by such court, the remainder of the Agreement shall not be effected thereby. The parties to this Agreement shall meet no later than ten (10) days, or by mutual consent, after such finding for the purpose of resolving the affected provision and that provision only if necessary.

Section 3. Duration.

This Agreement and each of its provisions is binding and effective July 1, 2018, upon signing by the President of the Association and the Board. This Agreement shall remain in full force and effect until June 30, 2021.

Section 4. Reproduction of Agreement

After consulting with the Association regarding format, the District shall reproduce and deliver to the Association copies of this agreement in the amount of one (1) per currently employed teacher plus five (5). Cost of reproduction shall be borne by the District. The Association shall deliver a copy to each teacher employed by the District. The District shall deliver a copy of this Agreement to each new hire by the District before each teacher begins teaching in the District.

Section 5. Definitions.

- (1) "Superintendent" shall mean the Superintendent of the Chatham School District or his/her designee.
- (2) "Teacher" shall mean a person, other than a substitute teacher, holding an Alaska teaching certificate employed to instruct students.
- (3) "Day" shall mean a work day except as otherwise specified.
- (4) "Agreement" shall mean this document and all provisions herein.
- (5) "Board" shall mean the Chatham School District School Board.
- (6) "District" shall mean the Chatham School District.

- (7) “Association” shall mean the Chatham-NEA.
- (8) “Substitute Teacher” shall mean a person employed to replace a teacher on leave and includes teachers employed under 4 ACC 18.021.
- (9) “Immediate Family” shall include a spouse, parent, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, aunts, uncles and grandchildren.
- (10) “Extended Contract” means a supplemental contract for services by a teacher before the first day of the contract year or after the last day of the contract year.
- (11) “Contract Year” means the period of service covered by a teacher’s regular teaching contract with the District.

Section 6. Time Limits

Compliance with a time limit shall be excused if compliance is delayed as a result of inclement weather. Inclement weather does not excuse compliance with a time limit to deliver a document if the document can be electronically transmitted. Compliance with the time limit shall be extended by mutual consent for reasons other than weather.

Section 7. Negotiations

- (a) Either party may initiate negotiations for a successor agreement by written request to the other on or after November 15, 2020. Upon such initiation, the parties shall exchange proposals no later than January 10, 2021. In no event shall the exchange occur less than ten (10) days after receipt of notice. The initial proposals shall minimally contain all proposed new and/or amended articles or sections.
- (b) The parties shall establish a mutually convenient date and time on or after February 1 for the first meeting of the negotiation teams.
- (c) Each team shall have complete authority to reach tentative agreements (TA’s) which shall be signed by both parties upon request. All TA’s are subject to ratification by the whole BOARD and bargaining unit and ratification shall be by entire package only.
- (d) In the event that negotiations are not completed by the first day of May, or that a stalemate is reached earlier, either team shall have the option to notify the other of impasse in written form stating areas of agreement and disagreement. This deadline shall, by mutual written agreement, be extended. Only those items of disagreement shall be presented to the mediator or the advisory arbitrator.
- (e) If either party declares an impasse, and calls for a mediator, both parties hereby agree in advance to accept the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation sessions shall be at the call of the mediator.
- (f) If mediation fails to bring about an agreement on the items in dispute, then either party shall request advisory arbitration, which shall be conducted under the jurisdiction of the American Arbitration Association.

ARTICLE II ASSOCIATION RIGHTS

Section 1. Non-Discrimination

The Board agrees that there shall be no discrimination concerning terms and conditions of employment on the basis of membership or participation in the Association.

Section 2. Association Right to Information

The District shall provide to the Association, upon request of the person designated by the Association to make such requests, a copy of the board packet the District distributes to members of the public and press prior to each Chatham School Board meeting. The District shall also provide to the Association, upon request of the person designated by the Association to make such requests, additional public information that is relevant and reasonably necessary the bargaining process.

Section 3. Use of Equipment and Facilities

The Association shall use school facilities and equipment, including copiers and facsimile machines, and the use of the District's video conference equipment designated by the District for conducting Association business. Such meetings and business shall not interfere with District educational programs and shall be conducted outside of the contracted hours of employment. The Association shall log such use and reimburse the District a mutually pre-agreed fee for any costs resulting from such Association use of a building and equipment and if, while using the equipment, the equipment is damaged, it shall be the Association's responsibility to pay the entire cost to repair the equipment bringing it back to its pre-damaged status (the District shall provide forms).

Section 4. Association Leave

The Association may use up to 37.5 hours of leave with pay per year for Association business during the term of this contract. The Association president or designee shall inform the Superintendent and relevant site administrators at least 48 hours in advance, of the dates and general purposes of the business. Unused District contributed association leave shall expire at the end of each year.

The Association may create an Association leave bank containing a maximum of 37.5 additional hours of leave with pay per contract year. The Association leave bank shall consist of transfers of personal leave days by teachers to the Association leave bank in minimum increments of one-half (1/2) day of personal leave. The Association shall notify the Superintendent of the names of the teachers contributing to the Association leave bank and the amount of leave contributed by

each before October 15 of each contract year. The teacher contributed bank of association leave shall be up to 37.5 hours of non-expiring leave time.

Section 5. Fair Share

- (a) It is recognized that the responsibilities of the exclusive representation of teachers under this Agreement entail expenses, which appropriately are shared by all teachers who are beneficiaries of this Agreement. Consequently, the District shall, after obtaining the written authorization of a teacher, deduct an amount at least equal to the Unified Association dues from the teacher's salary, except as provided below.
- (b) Employees who object to payment of the fee on religious grounds may file a claim for exemption with the Association or with the Alaska Labor Relations Agency as provided in that agency's regulations. If the employee exemption is granted, the employee shall pay to the Association an amount equivalent to the dues uniformly required of members of the Association, who shall pay an equivalent amount to a charity or scholarship fund in accordance with the procedures established by the Alaska Labor Relations Agency.
- (c) Amounts paid by employees who object to payment of those portions of the fee that are not chargeable to collective bargaining and enforcement of this contract shall be subject to rebate in accordance with NEA-Alaska's current rebate practices unless a change is required in order to comply with changes in the law. The Association shall provide all non-Association members with an explanation of the basis for the fee and an audited breakdown of the Association's chargeable versus non-chargeable expenses before any payment or dues deduction shall be required to commence.
- (d) One option available to an objecting employee is to submit any dispute regarding the breakdown of chargeable versus non-chargeable expenses for prompt resolution by arbitration pursuant to the American Arbitration Association. The Association shall place any disputed portion of fees that it has collected in escrow pending resolution of the dispute.
- (e) An employee shall not be terminated for refusing to pay all, or part, of a service fee but the Association shall have the right to bring a collection action against an employee who wrongfully refuses to pay.
- (f) If any portion of this section, or a similar provision in place for another bargaining unit in the State of Alaska, is invalidated or called into question by a decision of the Alaska Supreme Court, a federal court for the District of Alaska, the federal Circuit Court of Appeals for the Ninth Circuit or the United States Supreme Court, then that portion of this section shall not be enforceable. The parties shall meet as promptly as is feasible to negotiate a replacement for an invalidated or questioned provision.
- (g) Along with each month's transmittal the District shall furnish the Association with an alphabetized list showing the names of all teachers from whose salary the Unified Associate fee has been deducted.
- (h) The Association agrees to defend, indemnify and hold the District harmless against any and all claims, liability, losses and expenses arising from any action taken by the District to comply with this section.

- (i) It is expressly understood that this indemnification shall not apply to any claim, demand suit or other form of liability which arises solely as a result of negligence or willful misconduct by the board.

The Board agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability regarding implementation of the provisions of this Article and, if the Association so requests in writing, to surrender to the Association full responsibility for the defense of such claim, suit or other form of liability. The Board waives its claim to indemnification by the Association only if it fails to notify the Association within 15 days.

ARTICLE III TEACHER RIGHTS

Section 1. School Year and School Day

The standard teacher's contract shall consist of 188 days. These days shall consist of the following:

- (a) One hundred eighty (180) days in session;
- (b) Two (2) or three (3) work days depending upon whether the school calendar encompasses five (5) or six (6) legal holidays as provided in state statutes.

The length of the school day for each teacher shall be seven and one-half (7.5) hours exclusive of a thirty (30) minute duty-free lunch and inclusive of an uninterrupted preparation period of sixty (60) minutes to be taken in the morning unless approved by the Superintendent.

Section 2. Right to Representation

A teacher shall, at his/her request, have a representative of the Association present at a meeting when he/she is being reprimanded, warned or disciplined for any infraction of rules, regulation, board policy, Superintendent directives, or delinquency in professional performance. The Association representative shall use association Leave for such meetings when held during the school day. When a teacher desires to have a representative present, the District shall allow up to 24 hours for the representative to be able to be present, unless the District determines that the infraction or delinquency is of such a nature as to require immediate action. A document whose content is limited only to a confirmation of a conversation shall not be considered disciplinary in nature, unless such conversation and confirmation thereof included an oral reprimand, or some other form of discipline.

Section 3. Personnel Files

- (a) Upon request, the teacher shall be allowed to review and/or have a copy of anything in the teacher's personnel file, except material that the teacher authorized to be kept confidential during the hiring process. This paragraph does not preclude the use of information from a teacher's personnel file as evidence in a grievance proceeding, disciplinary, or non-retention proceeding, or lawsuit if the information from the file is relevant to an issue in the proceeding or lawsuit. The review of the file shall be in the Superintendent's or designee's presence.
- (b) Materials derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read and sign the material. Such signature does not necessarily indicate agreement with the content of such material. The teacher shall have the right to answer any material within twenty (20) days of the teacher's receipt of the material and this answer shall be attached to the file copy.

- (c) Evaluation forms and other documents pertaining to the teacher's performance and character shall remain a permanent part of the teacher's personnel file.

Section 4. Evaluations (Ref. AS 14.20.149)

- (a) The District shall prepare a written evaluation of each non-tenured teacher in the District at least twice during each school year and tenured teachers at least once during each school year, except where less frequent evaluation is permitted by law and the District elects that option for a particular tenured teacher in a particular year.
- (b) The Superintendent shall communicate to each teacher the criteria the District shall employ to evaluate teacher performance by the fall in-service or the teacher's first work day, whichever date is earlier. The evaluation form to be used to record and summarize evaluation results shall be delivered to each teacher within the same time limit.
- (c) The completed written evaluation form shall be signed by the evaluator and delivered to the teacher. The teacher shall sign and return the evaluation form to the Superintendent with any comments within fifteen (15) days of such delivery. Failure to sign and return the evaluation form within fifteen (15) days shall constitute a waiver of the teacher's right to comment on the evaluation and a copy of the evaluation may thereafter be placed in the teacher's personnel file without the teacher's signature.
- (d) A teacher shall be notified of information that is given to the District from outside sources, as per board policy, regarding the teacher's performance prior to the incorporation of such information in the teacher's evaluation.
- (e) Support staff such as counselors, school nurse, psychologist, etc., shall be evaluated on an instrument that shall be developed especially for that job description.
- (f) The District shall provide a teacher a copy of his or her personnel file at any time during, or after they have left employment in the district upon the submission of a notarized letter requesting information along with a money order made out to the Chatham School District for \$5.00.
- (g) Evaluations shall be consistent with AS 14.20.149.

Section 5. Release Time for Meetings

Whenever any teacher is scheduled by the School Board or the Administration to participate during the school day in conferences, or meetings, he/she shall suffer no loss in pay. Conference and meetings subject to this section shall be scheduled outside the school day whenever possible.

Section 6. Staffing

- (a) *Posting of Vacancies.* Written notice of vacant position(s) that occur during the school year, August 1 to June 1, shall be posted in all school buildings as the vacancy occurs. All vacancies shall be open exclusively to in-district transfers or certified staff for a minimum of ten (10) days, if the vacancy is not filled, it shall be advertised to the general public. The District shall send a copy of this announcement to the Association president. The notice shall

state the site of the vacancy, the qualifications needed to fill the position, and the date by which applications must be delivered. If a vacancy occurs after the school year ends, only those teachers who have specifically requested such a position pursuant to (e) (2) of this article shall be contacted in writing or telephone by the District. The teacher shall have a responsibility of notifying the Superintendent of his/her address and telephone number or any change thereto. Upon contact by the district, the teacher shall have five (5) days to indicate interest in said position to the Superintendent.

- (b) *Qualifications*: Qualifications that the District shall consider in filling vacancies include:
 - (1) Certification and/or endorsement(s);
 - (2) An appropriate major or minor;
 - (3) Satisfactory evaluation for the year preceding the request for transfer
 - (4) Training and/or successful experiences related to curricular and/or extracurricular assignments listed in the notice of position vacancy; (5) Tenure and length of teaching experience within the District; (6) Reasonable needs of the District.
- (c) *Vacancy*. A position is considered vacant if (1) the administration declares the position to be vacant; (2) the district creates a new teaching position.
- (d) *Transfers*. “Transfers” means reassignment of a teacher to a teaching assignment in a school site outside the community of the teacher’s then-current teaching assignment. This section does not restrict the District’s authority to reassign teachers within a school site or a community.
- (e) *Voluntary Transfers*.
 - (1) The District shall evaluate applications seeking a voluntary transfer to an open teaching position based on the qualifications stated in the notice of the open teaching position. Applicants currently employed by the District shall be preferred to applicants not currently employed by the District if qualification of each, as determined by the District, are equal.
 - (2) A District teacher may deliver a written request for a transfer or change of assignment within the school site where the teacher is employed to the District describing by type or location the transfer or assignment sought. The District shall maintain file of requests so received. On request, a teacher who has been denied a vacant position so requested shall be provided a written statement of the reasons for the denial.
 - (3) The District may pay the cost of a teacher’s moving expenses in connection with a voluntary transfer.
- (f) *Involuntary Transfers*. There is a mutual recognition that some involuntary transfers from one school to another within a school system are unavoidable if all efforts to voluntarily transfer an employee have been exhausted. The Superintendent shall make any involuntary transfer or reassignment decisions. Said transfers or reassignments shall be based on least seniority, educational program and/or enrollment decisions as outlined in CSD Board Policy.
 - (1) Any teacher may resign, or if tenured, take a leave of absence for up to one year, without penalty in lieu of accepting an involuntary transfer.
 - (2) The District shall pay the cost of moving a teacher’s household goods and family in an involuntary transfer. Costs of a move shall be approved by the Superintendent or his/her designee prior to the move.

- (3) An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. The teacher shall, at his/her option, have a representative present at the meeting. Such meeting may be telephonic.
 - (4) The District shall provide the certified employee fourteen (14) days, exclusive of holidays, notice before the transfer occurs and shall be given seven (7) days on in-service time to prepare for the new position. Any retraining required by the District shall be at District expense.
- (g) *Teacher Exchange.*
- (1) Pursuant to 4 AAC 30.010

Section 7. Extended Contracts

- (a) All contract extensions except those the District give pursuant to early retirement offerings shall be calculated at the teacher's daily rate and applicable benefits shall accrue at the regular rate.
- (b) Special project contracts shall be written for amounts not related to the salary schedule.

Section 8. Travel Expenses

Teachers who travel at the request of the District shall be assured, prior to travel, of payment for their travel expenses as provided below:

- (1) The per diem rate for meals shall be \$50.00. Except when the District or Conference/Seminar organizer provides meals, per diem is not appropriate.
- (2) Lodging and commercial air, water and ground transportation shall be reimbursed or, at the option of the District, paid in advance.

Section 9. Non-retention and Dismissal

Non-retention and dismissal shall comply with state law (AS 14.20.170-AS 14.20.180). A nontenured teacher who is not being retained shall receive a notice of non-retention by the April board meeting annually. If possible, non-tenured teachers shall be notified as soon as the Superintendent knows of the fact.

Section 10. Certificated Staff Reduction in Force

For the purposes of this article, a reduction in force (RIF) shall be defined as the layoff of a tenured certificated staff member as a result of the need to reduce the total number of certificated staff positions within the District. This article does not cover terminations which occur as the result of some other reason, whether or not the total number of certified staff positions is also reduced at the same time. This section shall be interpreted consistent with AS 14.20.177 and is not intended to restrict the District's ability to lay off staff pursuant to that statute.

Where the Board determines that a reduction may be necessary, it shall first proceed by determining the specific educational program components which are to be eliminated or reduced in size. The Board shall seek and consider public input, including that of certificated staff members, in deciding the program components to be eliminated or reduced in size. At the conclusion of this process, the Board shall determine the total number and specific identities of the positions to be eliminated.

Once the specific positions to be eliminated have been determined, the Board shall next proceed to determine whether there is a need to terminate specific tenured staff members in order to achieve the necessary reduction in force.

Attrition in program components not to be eliminated or reduced in size does not affect the need to reduce certificated staff if the certificated staff members employed in program components eliminated or reduced in size are not qualified to transfer to fill the positions vacated by attrition. For the purpose of the paragraph a tenured teacher is “qualified” to fill a position according to criteria set out in AS 14.20.177. If it remains necessary to layoff tenured certificated staff members in order to achieve the necessary reduction in force, the Board shall determine the specific staff members to be laid off by evaluating the educational program needs of the District, the employee’s educational background, training, evaluations, length of service in the District, experience, and such other factors as the Board may determine to be relevant to its decision.

Layoffs shall occur in the following order after taking into account the considerations set out above:

- A) Temporary hires;
- B) Emergency or provisionally certified teachers;
- C) Reverse seniority, unless it results in a position not being filled by a qualified teacher. In addition, a tenured teacher, who because of portability has less seniority than a non-tenured teacher, shall be retained in favor of the non-tenured teacher if the tenured teacher is qualified to fill a remaining position. The Board’s determination and decision shall be considered final;
- D) A teacher laid off pursuant to this clause shall be entitled to a preference for rehire by the District in accordance with the provision of AS 14.20.177.

A layoff shall not be considered a break in service. Upon rehire, a teacher who has been subject to layoff shall have restored the rights and benefits accrued as of the date of the layoff.

Section 11. New Teachers

New teachers in the district shall be provided at point of hire with the following:

- (1) Certified Staff Handbook
- (2) Benefits Handbook
- (3) Negotiated Agreement

Section 12. District Committees

When the District and/or Schools create committees, including, but not limited to, calendar, budget, staffing, curriculum, or student performance assessments, the committee shall have the involvement of certified employees. The association shall be requested to solicit participation from the membership for committees.

For purposes of hiring, the District will reach out to the association site representatives first, then other available teachers, to make all possible efforts to include a teacher in the hiring process. When considering hiring for superintendent, the board will survey or solicit input from staff, which could include surveys, a teacher on the committee as a non-voting member, etc.

ARTICLE IV LEAVES

Section 1. Personal Leave

- (a) Teachers shall be granted up to five (5) days of personal leave per year, which may accumulate from year to year to a maximum of ten (10) days shall be granted to all teachers.
- (b) At the end of the year, at a teacher's option, a teacher may elect to be paid at their current daily rate of pay for each day of accrued but unused personal leave.
- (c) Personal leave shall be granted to teachers with a 48-hour notification to the building principal.
- (d) One (1) teacher per site shall be granted personal leave on the day prior and/or the day immediately following the Christmas holiday break on a first come first serve basis.

Section 2. Sick Leave

- (a) Sick leave shall be granted to all certificated staff at the rate of one and one-third (1-1/3) days for each month of service during the school year accumulative to twelve (12) days. (4 AAC 15.040)
- (b) Sick leave may be taken due to illness or temporary disability of the employee or a member of his/her immediate family. Employees shall also be allowed to use sick leave for dental and doctor appointments for themselves or members of their immediate families.
- (c) A teacher may use up to ten (10) days of sick leave for an emergency in the teacher's immediate family. An emergency includes, but is not limited to, death, a missing person, or other critical problems not covered above.
- (d) The District shall require the teacher that uses in excess of five (5) consecutive days of sick leave to give to the Superintendent a written certification of serious illness or injury from a doctor, or, if a doctor is not available in the teacher's community, another licensed medical professional.
- (e) Birth and Adoption Leave – Teachers shall be allowed to use sick leave for an extended period of time for the birth or adoption of his or her baby. The leave shall be approved by the Superintendent or his designee consistent with the requirements of state and federal laws relating to such leaves.
- (f) Family Medical Leave – Teachers are entitled to receive family and medical benefits as provided in state law. Paid sick leave shall be substituted for unpaid family and medical leave where the employee is eligible to use sick leave for the purpose for which the leave has been granted. (AS 39.20.500-39.20.550; 29 CFR 825.100-800)

Section 3. Sick Leave Bank

A sick leave bank shall be established to enable members, because of unusual circumstances, to draw additional sick leave after their earned sick and personal leave has been exhausted. Teachers may become members of the bank by contributing one day of earned sick leave annually within the first thirty calendar days of the beginning of the school year, or, for new employees, within the first calendar days of commencing employment with the District, and thereafter within the first thirty calendar days of the beginning of the school year.

A member who has exhausted all earned sick leave and personal leave and who requires additional sick leave due to unusual circumstances resulting in the member's illness or disability may apply to the bank for additional sick leave. Members may receive up to twice the number of sick leave days the member had accumulated before the first day of the school year in which the member applies for the leave, or twenty-four days, whichever is greater. In the case of severe illness or extreme hardship, a member may be permitted to withdraw more leave at the discretion of the sick leave bank governing committee, with the consent of the Board.

A member withdrawing days from the bank is not required to replace the days withdrawn except as a contributing member. Membership in the bank shall be continuous after initial enrollment unless the member provides written notification to the District's business manager of the members' intent to withdraw within fifteen school days of the beginning of the school year in which the member wishes to withdraw. Withdrawing members may not withdraw previously contributed sick leave days.

In the event that the bank's deposits after the annual assessment do not exceed twenty-four days or the deposits are depleted to twenty-four days or less during the school year, each member shall be assessed up to two additional days of leave until a balance of at least twenty-four days is restored; provided, however, that no member shall be assessed more than two additional days in any given school year.

Once the bank's leave balance has reached or exceeded 40 days, assessments, other than initial assessments for new members, shall be discontinued until the balance falls below 40 days.

The sick leave bank shall be administered by a governing committee of 2 bank members elected by the bank membership and one administrator appointed by the Superintendent. The committee shall meet as frequently as is necessary to consider leave requests and to otherwise administer the bank. The committee shall promptly record and report all leave transactions to the District's business manager.

Section 4. Legal Leave

If a teacher misses work because of jury duty, or if a teacher is required by a subpoena to give testimony before a judicial tribunal in a proceeding in which the teacher is not a party (i.e. plaintiff, defendant, etc.), the teacher shall be paid his/her normal compensation for any periods of work so missed.

Section 5. Leave of Absence

- (a) Certificated employees with tenure may request a leave of absence without pay for not more than one (1) year using the following procedures:
 - (1) Teachers anticipating a full school year of leave shall make requests prior to March 15 of the year preceding the school year in which they wish to be on leave; requests for periods of leave that are less than a full year shall be made at least three months prior to the anticipated starting date of the leave. The Superintendent shall consider leave requests made outside of these time lines.
 - (2) A definite plan for the use of such leave shall be made to the Board in writing. The plan must detail the expected value of the leave to the District and the commitment of the teacher to return to the District following the leave of absence.
 - (3) The request shall be considered by the Board and approved or disapproved after considering the request on its merits.
 - (4) Requests for reason of illness shall be accompanied by a doctor's statement.
 - (5) The teacher on leave of absence shall provide the Superintendent with written notice of his/her plan to return to the District by March 1 of the year the teacher is on leave. If the teacher fails such written notice, the District shall treat it as a termination of any rights the teacher had to return to employment with the District.
- (b) The Board shall grant a leave of absence without pay for a period not to exceed one school year for any reason deemed adequate by the Board, including, but not limited to medical reasons, professional growth, Association business, study abroad, travel, or working in a professionally related field. On returning from an approved leave of absence without pay, the teacher shall be assigned back to their original position if available, and if not to any position in the District for which he/she is qualified.
- (c) If the teacher earns at least 24 semester hours of graduate credit from an accredited college or university in (a) education, (b) the teacher's content area, and/or (c) related to education, (provided that all courses must relate to the teacher's teaching assignment or potential teaching assignment during the leave of absence), the teacher shall advance one year on the salary schedule when the teacher returns to employment with the District at the conclusion of the leave of absence. (d) Within thirty (30) days of the teacher's return to the District, a full written report shall detail the substance of the leave taken, what was gained from the leave, how the teacher intends to use what he/she gained from the leave, and a statement as to the value of the leave to the teacher and to the District.

ARTICLE V SALARY AND OTHER MONETARY BENEFITS

Section 1. Placement on the Salary Schedule

- (a) Experience credit.
 - (1) A maximum of seven (7) years of teaching experience outside Alaska is allowed for initial salary placement.
 - (2) A maximum of ten (10) years of teaching experience inside Alaska is allowed for initial salary placement.
 - (3) The total allowances received under subparts (1) and (2) shall not exceed ten (10) years.
- (b) Initial Placement. Initial placement on the salary schedule shall be based on the following criteria:
 - (1) Courses counted for credit past the bachelor's or master's degree must be entered after the date of the award of the bachelor's or master's degree.
 - (2) All courses counted for credit past the bachelor's degree shall be semester equivalent courses in (a) education, (b) content area, and/or (c) related to education. All courses must be related to the teaching assignment or the potential teaching assignment of the teacher.
 - (3) Applications, transcripts, or other supporting documents must be delivered to the Superintendent by November 1 of the year for which the teacher seeks placement or advancement unless other arrangements have been approved in writing by the Superintendent to the teacher.
 - (4) Any teacher hired before July 1, 1999 shall be held harmless for past salary payment with respect to step and credit placement; however, the District may make an appropriate adjustment in the event an inadvertent error has been made with respect to counting of credits and/or years of experience for the current and any future period of time or contract.
- (c) To qualify for credit on the salary schedule, experience outside the District shall have been full time employment as a classroom teacher with a public elementary or secondary school.
- (d) Subsequent Placement.
 - (1) Courses that teachers take for the purposes of an increased step on the salary schedule shall be courses in:
 - (i) education;
 - (ii) content area;
 - (iii) related to education; and/or
 - (iv) District program priorities
 - (2) All courses shall be related to the teaching assignment or potential teaching assignment of the teacher.
 - (3) Course credit used for salary purposes shall be:
 - (i) from the University of Alaska, or
 - (ii) from an institution authorized to operate in the state by the Alaska Commission of Post-Secondary Education, or

- (iii) at an accredited institution of higher education.
- (4) Proposals for such courses shall be submitted to the Superintendent for prior approval. Such approval shall be based on the criteria in (1) – (3) of this subsection. A teacher shall request approval of a multiyear plan to take courses.

Section 2. 2018-2021 Salary Schedule

- (a) Teacher salaries for 2018-2021 shall be calculated on the following salary schedules. If the District continues to receive Federal Forestry Receipts FY 2019, FY 2020, or FY 2021, the District shall award no less than 25% of the Forestry receipts to teacher COLA (cost of living adjustment), here after shall be called stipends. These cost of living stipends are not bonuses and shall not be linked to teacher goals, or performance indicators. The following salary schedules shall be adopted. During the 2018-2019 school year, the 2017-2018 salary schedule shall be indexed and teachers will not suffer a loss in pay and will be placed at the closest higher salary step. Teachers on the schedule will not move steps during the life of this negotiated agreement but may move columns for education credits.

2018-2019 Salary Schedule

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII
	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
0	\$41,200.00	\$42,436.00	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95
1	\$42,436.00	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80
2	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93
3	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66
4	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35
5	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44
6	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35
7	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59
8	\$51,684.22	\$53,234.75	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70
9	\$52,717.90	\$54,299.44	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70	\$64,188.26
10		\$55,385.43	\$58,171.04	\$60,503.59	\$62,318.70	\$64,188.26	\$66,113.91
11			\$59,334.47	\$62,318.70	\$64,188.26	\$66,113.91	\$68,097.32
12				\$63,565.07	\$66,113.91	\$68,097.32	\$70,140.24
13					\$67,436.18	\$70,140.24	\$72,244.45
14						\$72,244.45	\$74,411.78
15							\$76,644.14

2019-2020 Salary Schedule

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII
	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
0	\$42,436.00	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80
1	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93
2	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66
3	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35
4	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44
5	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35
6	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59
7	\$51,684.22	\$53,234.75	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70
8	\$52,717.90	\$54,299.44	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70	\$64,188.26
9	\$53,772.26	\$55,385.43	\$58,171.04	\$60,503.59	\$62,318.70	\$64,188.26	\$66,113.91
10		\$56,493.14	\$59,334.47	\$62,318.70	\$64,188.26	\$66,113.91	\$68,097.32
11			\$60,521.15	\$63,565.07	\$66,113.91	\$68,097.32	\$70,140.24
12				\$64,836.37	\$67,436.18	\$70,140.24	\$72,244.45
13					\$68,784.91	\$72,244.45	\$74,411.78
14						\$73,689.34	\$76,644.14
15							\$78,177.02

2020-2021 Salary Schedule

Step	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII
	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
0	\$43,709.08	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93
1	\$45,020.35	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66
2	\$46,370.96	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35
3	\$47,762.09	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44
4	\$49,194.95	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35
5	\$50,670.80	\$52,190.93	\$53,756.66	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59
6	\$51,684.22	\$53,234.75	\$55,369.35	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70
7	\$52,717.90	\$54,299.44	\$57,030.44	\$58,741.35	\$60,503.59	\$62,318.70	\$64,188.26
8	\$53,772.26	\$55,385.43	\$58,171.04	\$60,503.59	\$62,318.70	\$64,188.26	\$66,113.91
9	\$54,847.71	\$56,493.14	\$59,334.47	\$62,318.70	\$64,188.26	\$66,113.91	\$68,097.32
10		\$57,623.00	\$60,521.15	\$63,565.07	\$66,113.91	\$68,097.32	\$70,140.24
11			\$61,731.58	\$64,836.37	\$67,436.18	\$70,140.24	\$72,244.45
12				\$66,133.10	\$68,784.91	\$72,244.45	\$74,411.78
13					\$70,160.61	\$73,689.34	\$76,644.14
14						\$75,163.13	\$78,177.02
15							\$79,740.56

Section 3. Head Teacher

- (a) The District may assign a Head Teacher to a given site. The Head Teacher shall report to a Type “B” Certificated Administrator or the superintendent. The Head Teacher is responsible for limited administrative duties of the school as outlined in the Head Teacher Job Description of the school and for leadership to the Advisory School Board. The salary of the Head Teacher shall reflect the extra duties inherent in the position. The Head Teacher shall

receive a minimum of \$7,000.00 a school year with an additional increase of \$250.00 for each consecutive year in the position not to exceed five (5) years.

- (b) Administrative Duties: the Site Administrator may assign a teacher to be acting site administrator in his/her absence from the school site. The teacher accepting this temporary assignment shall be responsible for maintaining safe and routine school environments for students and staff, and shall be compensated \$50.00 per day while assuming this leadership responsibility

Section 4. Extra/co-Curricular Activities

- (a) Teachers shall receive extra/co-curricular activity pay for designated student activities approved by the site administrator and Superintendent that they advise, sponsor, manage or coach outside the contract day. Teachers who have received extra/co-curricular activity contracts shall be paid by separate check for the work within one month of the completion of the activity for which the contract was issued.
- (b) Coaching Activities shall be paid according to set amounts. A salary schedule for coaching positions shall be included in this Agreement as follows:

Extra/Co-curricular Schedule

Experience	1-4 Years	5-8 Years	9-12 Years	12+ Years
Basketball	\$3,000	\$3,100	\$3,200	\$3,200
Track/Cross Co.	\$1,500	\$1,550	\$1,600	\$1,650
Volleyball	\$1,750	\$1,800	\$1,850	\$1,900
Wrestling (3+)	\$1,750	\$1,800	\$1,850	\$1,900
Drama/Debate	\$1,250	\$1,300	\$1,350	\$1,400

- (c) The total amount of the stipend to be paid for any extra/co-curricular activity shall not exceed the amount budgeted for the stipend for that activity by the site administrator and the Superintendent.

Section 5. Order of Assignment or Extra/Co-curricular Activities

- (a) Compensated extra co-curricular activities beyond the seven and a half (7.5) hour contract day shall be awarded in the following order.
 - (1) The certified employee incumbent in an extra/co-curricular activity shall be given preference for reassignment to the same position when the extra/co-curricular position is

assigned for the following year, provided that the incumbent's performance is satisfactory to the District.

- (2) Any qualified teacher in the building who volunteers.
- (b) If the Board chooses not to rehire a teacher for an extra/co-curricular activity for a subsequent year, the teacher shall be notified on or before the last day of the school year. At the teacher's request, a written explanation for the Board's decision shall be provided.
- (c) Nothing in this section obligates the District to award any extra/co-curricular contract to any teacher. Certified staff shall not be involuntarily assigned extra/co-curricular activities

Section 6. Payroll Deductions and Direct Deposit

- (a) District employees may choose to have only three (3) payroll deductions for a tax-sheltered annuity, I.R.A. accounts and/or mutual funds of their choice. The teacher can only make one (1) change per year.
- (b) Rent for all staff housing shall be deducted from monthly paychecks.
- (c) District employees shall have their Association and/or National Education Association dues withheld from their monthly paychecks.

Section 7. Compensatory Time

Compensatory time shall be granted throughout the calendar year with the approval of the Superintendent. Compensatory time shall only be earned if the Superintendent requires the attendance of the teacher and the work is performed outside the regular contract day. Comp time earned must be redeemed within 90 days of the time it was earned and shall not be redeemed prior to or immediately after holiday breaks, parent-teacher conferences or in-service days. Any comp time earned and not used prior to the end of the year does not carry over to the new school year and is payable in the same manner as unused personal leave days.

Section 8. Method of Payment

By notifying the Superintendent of Schools prior to September 12, any teacher may elect to receive his/her salary in 10 equal installments rather than 12. However, any remaining salary earned shall be paid to the employee on the last day of the regular 181 day school term, except for delays caused by emergency.

Section 9. Medical Insurance

- (a) The parties agreed to the Public Education Health Trust Medical Plan C/Dental Plan A.
- (b) The District will pay ~~\$1317.10 (86.4%)~~ towards the monthly premium with the employee paying ~~\$207.90 (13.6%)~~.
- (c) Employees shall be allowed to receive coverage both as an employee and as a dependent of another employee. Dependents shall be allowed to be claimed by more than one employee for purposes of insurance coverage.

- (d) The employee, in lieu of accepting District health insurance coverage may elect to receive a payment of \$300.00 per month to be paid to the employee monthly. Once this option is selected, the employee shall only change their election to receive District health insurance coverage at the beginning of a new school fiscal year.
- (e) The District and the Association shall form a committee for the purpose of studying alternative health insurance programs and proposals.

Section 10. District Housing Rentals

Any monthly rental increases shall only occur during a new school year beginning on July 1st of a year and shall not exceed the percentage of the monthly salary increase for teachers for that year when applied to the previous year's amount. Rental amounts shall be equal across the District and shall be based on the number of bedrooms, e.g., all two bedrooms shall rent for the same amount, etc., and not the overall size or square footage of the apartment. Adjustments may be made from site to site to reflect utilities which may be electric or water for which there are no meters in place.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. General Provision

- (a) The purpose of this procedure is to secure the lowest possible administrative level and equitable solution to problems that may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be informal and confidential as shall be appropriate at any level of the procedure.
- (b) Grievance; any claim by a teacher or group of teachers that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of this Agreement.
- (c) Instances where more than one employee is eligible to file a grievance, all testimony and evidence generated by the eligible grievant shall be presented in one hearing at each level. The resolution of the grievance shall apply to all eligible signatories to the grievance.
- (d) A grievance shall be initiated as soon as possible but not to exceed twenty-five (25) days after the grievant knew of the act or condition upon which the grievance is based. Failure of a grievant to comply with this or any other time limited specified herein shall operate as a waiver of the grievance.
- (e) Neither the Board nor the Association shall take reprisals against anyone participating in or utilizing the grievance procedure.
- (f) The grievant shall have the right to be represented at all stages of the grievance procedure, including appeals, by a representative of the Association.
- (g) Specified time limits may be extended or reduced by mutual consent.
- (h) Failure of the grievant to satisfy any requirement or abide by any procedure made mandatory under this Article shall result in forfeiture of the pending grievance.
- (i) Failure of the grievant to participate in any informal meeting or any hearing required by the Article shall result in a waiver of the grievance at that level and forfeiture of any right to appeal to a higher level.
- (j) The filing or pending filing of any grievance under provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Board to take action complained of, subject, however to the final decision of the grievance.
- (k) Any arbitrator appointed pursuant to this Article shall be without power or authority to add to, subtract from, or amend any of the terms of this Agreement, award damages or make any decision that requires commission of an act prohibited by law. The arbitrator shall not rule on any matter involving retention or non-retention of non-tenured staff.
- (l) As long as the Association fulfills its responsibilities to screen grievances, as evidenced by a written statement of screening, dated and signed off on, by the existing executive committee, including a written authorization indicating who has the authority to proceed with grievances on behalf of the Chatham-NEA, e.g., Alaska-NEA for timeliness, so that alleged violations of this agreement are not inappropriately processed through the grievance procedure, questions of grievability and arbitrability shall be resolved simultaneously with the merits of a grievance.
- (m) The District and Association shall equally bear the costs for any arbitrator appointed pursuant to this Article. Each party shall bear its own costs associated with the arbitration.

- (n) All grievance hearings shall be in the District Office unless another venue is mutually acceptable.
- (o) Prior to filing a formal grievance at Level I, the teacher shall meet informally with the Superintendent (in person or by telephone) to discuss the matter of the grievance. The teacher shall advise the Superintendent at least four (4) days in advance of the meeting that the purpose of the informal meeting is to discuss a possible grievance and to attempt to informally resolve the grievance.

Section 2. Initiation and Processing

(a) Level 1.

- (1) If the disposition at the informal level pursuant to Section 1 (o) is not acceptable to the grievant, he/she may submit a written grievance to the Superintendent within five (5) days in session of the issuance of the disposition. Immediately, but not more than fifteen (15) days of the Superintendent's receipt of the grievance, the Superintendent shall provide an opportunity for the grievant to meet with the Superintendent. As soon as possible but not to exceed ten (10) days after the meeting, the Superintendent shall provide the grievant with a written disposition of the grievance. It is mutually understood by the District and the Association that the resolution to grievances shall occur in the shortest time possible with additional time used for fact-finding situations.
- (2) The written grievance shall state at least the following:
 - (i) The nature of the grievance.
 - (ii) Reference to the Article and/or Section of this Agreement allegedly violated.
 - (iii) The remedy that is sought.
 - (iv) A statement of facts reflecting compliance with applicable Section 1 and Level 1 time requirements, including time limits established for the filing and appeal of grievances.

(b) Level 2.

If the disposition of the grievance at Level 1 is not acceptable to the grievant, he/she may submit an appeal to the Board by submitting a written request of appeal to the Superintendent, addressed to the Board President, within ten (10) days after issuance of the Superintendent's disposition at the Step 2. The Board shall conduct a hearing on the grievance immediately but not to exceed thirty (30) days of receipt of the written request. Both the grievant and the Administration shall have the right to record the hearing, to call witnesses and to cross-examine witnesses called by the other. The grievant shall be notified at least ten (10) days prior to the date of the hearing as to the time and place of the hearing. The Board shall provide the grievant a written disposition of the grievance within ten (10) days after the conclusion of the hearing.

(c) Level 3

If the disposition of the grievance at Level 2 is not acceptable to the grievant, the Association may, within ten (10) days after issuance of the Board's decision at Level 2, request binding

arbitration of the grievance pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

To the extent reasonably possible, all grievance hearings shall be conducted outside the normal workday. Should it become necessary to conduct a hearing during the workday, the grievant shall be released from work without loss of pay for a period of time necessary to attend the hearing. When it is necessary at any level for the representative designated by the Association to attend a grievance hearing during the workday, the Superintendent shall be notified at least three (3) days prior to the hearing. Upon timely notification, one representative shall be released for the period during which a representative's attendance is required at the hearing. The Association representative shall use Association leave for such attendance.