



**NEGOTIATED AGREEMENT**

**between**

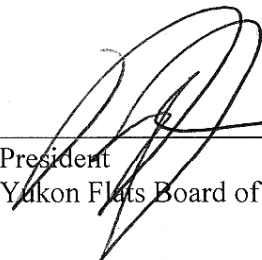
**YUKON FLATS SCHOOL DISTRICT**

**and**

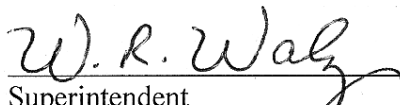
**YUKON FLATS EDUCATION ASSOCIATION**

**July 1, 2009 through June 30, 2012**

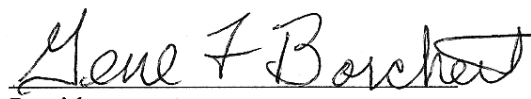
**ATTESTED:**

  
\_\_\_\_\_  
President  
Yukon Flats Board of Education

April 27, 2009  
Date

  
\_\_\_\_\_  
Superintendent  
Yukon Flats School District

April 27, 2009  
Date

  
\_\_\_\_\_  
President  
Yukon Flats Education Association

April 27/2009  
Date

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## **PREAMBLE**

This Agreement is made and entered into between the Board of Education on behalf of the Yukon Flats School District, herein referred to as the Board or District, and the Yukon Flats Education Association, herein referred to as the Association.

## **ARTICLE 1 DEFINITIONS**

- A. Association shall refer to the Yukon Flats Education Association (YFEA).
- B. Board shall refer to the Yukon Flats Regional School Board.
- C. Superintendent shall refer to the Superintendent of the Yukon Flats School District, or his/her designee.
- D. District shall refer to the Yukon Flats School District.
- E. Negotiated Agreement shall refer to this document negotiated between the Association and the Board.
- F. Teacher shall mean any certificated employee within the District. Specifically excluded from the definition of teacher are the Superintendent, personnel in non-certificated positions, certificated substitutes who work less than twenty (20) consecutive days, and administrators who may elect or have elected to remove themselves from the teachers' bargaining unit.
- G. Immediate Family shall include spouse, parent, sibling, daughter, son, or legal ward.
- H. Day shall mean calendar day (excluding legal holidays), except as otherwise specified herein.

## **ARTICLE II EXCLUSIVE RECOGNITION**

The Board recognizes the Association as the exclusive negotiating representative for the teachers in this bargaining unit, subject to relevant Alaska statutes.

## **ARTICLE III CONTRACT PROVISIONS**

### **A. Conformity to Law**

If any provision of this Agreement is found at some future time to be illegal, only that portion deemed illegal shall be resolved, with all other provisions remaining in full effect.

The parties to this Agreement will meet not later than ten (10) days after such finding for the purpose of resolving the affected provision by mutual agreement, and that provision only. This time may be extended by mutual agreement.

B. Duration

This Agreement shall become effective July 1, 2009, and shall remain in full force and effect through June 30, 2012. The salary schedule shall be increased **5% for the 2009-2010, 5% for the 2010-2011 and 5% for the 2011-2012** year.

C. Publication of Agreement and Distribution

Prior to printing, the District and the Association will jointly proofread the Agreement. Copies of the Negotiated Agreement shall be printed at Association expense.

A copy of the Agreement shall be distributed to all teachers in the bargaining unit by the YFEA within thirty (30) days of ratification. Each new teacher will be given a copy at the time of employment.

D. Maintenance of Standards

All conditions of employment which are mandatory topics of bargaining shall be maintained at not less than the highest minimum standards in effect in the District at the time this Contract is signed, provided that such conditions shall be improved for the benefits of certificated employees as required by the expressed provisions of this Contract.

E. Grievance Procedure

1. Definitions

- a. A Grievant shall mean a teacher or groups of teachers or the Association filing a grievance.
- b. A Grievance shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of terms of this Agreement or of the terms of the employment contract between the individual teacher and the Board.
- c. Days shall mean teacher employment days, except as otherwise indicated. When a grievance is submitted on or after May 1st, time limits shall consist of calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

2. Time Limits

- a. Time limits provided in this Agreement may be extended by mutual agreement when signed 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.

### 3. Appearance and Representation

- a. The Board and the Association will voluntarily cooperate in the investigation of any grievance. Nothing contained herein shall be construed as limiting the right of the Association in an investigation.
- b. The Association shall be represented at any meetings, hearings, appeals or other proceedings relating to a grievance, which has been formally presented.
- c. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly.
- d. The Association or the Board may continue to submit to arbitration, Step 4, any grievance filed provided that the grievance involves the application or interpretation of this Agreement. Decisions on grievances involving individual employment contracts are final at Step 3 and not subject to arbitration.

### 4. Individual Rights

- a. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels, and to have the problem adjusted without the intervention of the Association, as long as the disposition of the problem is not inconsistent with the terms of this Agreement.
- b. A grievant may be represented at all stages of the grievance, procedure by him/herself or his/her agent or at his/her option by an Association representative selected by the Association.
- c. Nothing contained herein shall deny to any teacher his/her rights under state or federal constitution and laws.

### 5. 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, within fifteen (15) working days of the time a grievance arises, the employee, either individually or accompanied by an Association representative, will present the grievance to his/her supervisor. Within five (5) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the employee.

#### b. Step 1

- (1) Within five (5) days of the oral answer, if the grievance is not resolved, it may be stated in writing and lodged with the supervisor who shall arrange for a meeting with grievant within five (5) days.

- (2) The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall state the contention of the employee and the Association with respect to any violations of this Agreement, or the individual employment contract, and shall indicate specific relief requested. Within two (2) days after the aforementioned meeting, the supervisor shall communicate his/her answer in writing to the grievant and to the Association.
- c. Step 2
- (1) If the grievance is not resolved in Step 1, the grievant may, within five (5) days of receipt of the supervisor's answer, submit to the Superintendent a written grievance signed by the grievant. A copy shall be given to the supervisor.
  - (2) The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall have the right to include, in the representation, witnesses necessary to develop facts pertinent to the grievance.
  - (3) Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide an answer in writing, together with the reasons for the decision, to the grievant and the Association.
  - (4) If the grievance is not resolved at Step 2 and is an alleged violation of the terms of the individual employment contract, Step 3 may be followed. If the unresolved grievance relates to the terms of the Negotiated Agreement Step 4, Binding Arbitration, may be followed.
- d. Step 3 – Hearing before Board on Individual Employment Contract
- (1) Within five (5) school days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step 2.
  - (2) No later than seven (7) days after receiving the appeal, the Board or hearing officer appointed by the Board shall hold a hearing on the grievance.
  - (3) Within seven (7) days after the hearing, the Board shall communicate its decision in writing and state its reasons to the Association and the aggrieved teacher.
- e. Step 4 – Binding Arbitration
- (1) If the Association determines that the grievance involves the interpretation, meaning, or application of any provision of this Agreement, within thirty (30) school days after receipt of the decision by the Superintendent in Step 2, the Association or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration

Association. If any question arises as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- (2) Within ten (10) days after such written notice at submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators will be made jointly to the American Arbitration Association.
- (3) The arbitrator will be without power or authority to make any decision, which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to make any decision, which modified, alters, or amends the terms of this Agreement. He/she shall have no power to change any practice, policy or rule of the Board; nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- (4) 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 the Association, its members, and the Board. The Association shall not encourage or cooperate with any of its members in any appeal to any court or labor board, from a decision of the arbitrator, nor shall the Association or its members, by any means, attempt to bring about the settlement of any grievance subject to arbitration.
- (5) The costs for the services of the arbitrator, including per diem expenses, if any, his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Association. All other expenses will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

#### **ARTICLE IV    MANAGEMENT RIGHTS**

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, including the determination and administration of all matters relating to education policy.

The exercise of these powers, rights, authority, duties, responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the expressed terms of this Agreement.

## ARTICLE V WORKING CONDITIONS

### A. School Year

The standard teacher's contract shall consist of one hundred ninety (190) days. These days will consist of the following:

1. at least one hundred eighty (180) days in session with students;
2. at least three (3) work days;
3. five (5) legal holidays as provided in state statutes.

Any additional days of service will be voluntary and will be compensated at the rate of the employee's annual salary divided by one hundred ninety (190) times the number of days of additional service.

### B. School Day

The length of the school day for each teacher shall be seven and a half (7.5) hours, exclusive of a thirty (30) minute duty-free lunch.

### C. Preparation Time

All secondary teachers in schools with five or more teachers shall have at least fifty (50) consecutive minutes of preparation time during the normal student contact day. Secondary teachers in schools with less than five teachers shall have at least fifty (50) minutes of preparation time as elementary teachers. All elementary teachers shall have at least fifty (50) minutes of preparation time, in uninterrupted segments of twenty-five (25) minutes during the seven (7) hour work day. Preparation time shall not be assigned to other duties without the consent of the teacher.

### D. District-Wide Workshops

District-wide workshops will be conducted on an as needed basis depending upon available funds at the discretion of the Superintendent. Involved staff shall be notified at least ten (10) days prior to a scheduled inservice.

The District will consider the Association's request that college credit be earned for District-wide workshops and recommendations from the Association regarding workshops that teachers perceive as valuable to meet the education goals established by the Board.

Credits earned for District-wide workshops shall count towards the up to six (6) semester credits allowed pursuant to Article IX, ¶ G.

### E. Just Cause

No teacher will be disciplined without just cause.

### F. Academic Freedom

Academic freedom shall be granted to teachers subject to accepted standards of professional responsibility and the philosophy, goals, objectives, and curriculum guidelines as established by the School Board.

## G. Transfer and Reassignment

### 1. Definitions

- a. A reassignment shall refer to a change in teaching duties at a school site.
- b. A transfer shall refer to a change in teaching site or itinerant status.

### 2. Voluntary Transfers

- a. When considering all applicants for a vacancy, the Board agrees that qualified teachers requesting transfer to the vacancy will receive first consideration and will not be denied transfer for arbitrary or capricious reasons. When there are two or more equally qualified applicants for the same vacancy as reasonably determined by the District, the following criteria will be used to fill the vacancy:

- (1) length of service with the District;
- (2) length and type of teaching experience;
- (3) appropriate certification;
- (4) recommendation by LSAC.

- b. A teacher may request a voluntary transfer/reassignment for the next school year. Said request must be submitted to the Superintendent by April 1 of the current school year and must identify desired sites and positions listed in order of preference. These requests will be kept on file until September 15th of the school term for which the transfer was requested.

During the summer, the District will contact the teacher with a transfer request on file about a vacancy at the site requested, providing the teacher has notified the District of a phone contact number and mailing address.

### 3. Involuntary Transfer and Reassignment

Involuntary transfers will be kept to a minimum and the following procedure will be followed:

- a. Notice of an involuntary transfer or reassignment for the coming school year shall be given to teachers as soon as possible and no later than May 1st. If because of unforeseen circumstances, such as changes in enrollment, resignations or an emergency affecting staffing, an involuntary transfer becomes necessary after May 1st, the Board will make a determination based on a recommendation from the Superintendent. If a teacher is to be involuntarily transferred, the teacher's area of competence, major and/or minor field of study, and the length of continuous service in the District must be considered.
- b. An involuntary transfer will be made only after notification in writing from the Superintendent of reasons for transfer. After such notification and before the transfer is effective, the Superintendent shall meet with the teacher upon his/her request, at which time the teacher may request the reasons for transfer be placed in the personnel file.

- c. The current list of open positions in the District will be made available to teachers being involuntarily transferred. Said teachers may request that they be considered for positions for which they are qualified, ranking in the order of their preference.
4. The District will assume all moving and transportation expenses for any teacher who is involuntarily transferred.

H. Notification of Vacancies

When a vacancy in any certificated position in the District shall occur, the Board shall publish a notice of the vacancy at least Ten (10) days prior to filling the vacancy, except posting may be for 3-5 days in emergency situations, or when the District has less than twenty (10) days notice of the vacancy.

Distribution of the notice may be by mail, telefax, or via email. Posting of such notice is the responsibility of the site administrator.

I. Nondiscrimination and Right to Comment

The District shall not illegally discriminate against a teacher, nor violate a teacher's right to engage in comment and criticism outside school hours.

J. Personnel Files

1. The personnel files at the central office of the School District shall be the only official depository of information relating to a teacher's employment.
2. Material subsequent to employment shall not be placed in a teacher's file unless the teacher has had an opportunity to read and receive a copy of the material. The teacher, upon request, shall acknowledge that he/she has read any material by affixing signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
3. No items shall be removed from the teacher's personnel file without written notification to and with the consent of the teacher.
4. The teacher shall have the right to respond in writing to any material filed, and such response shall be included in the file.
5. Inaccurate material will be removed by the grievance procedure.
6. Materials will be removed from the files by written mutual consent or when an employee claims that they are inaccurate, unfair, or improperly filed is substantiated through the grievance procedure.
7. Documents, communications, and recommendations dealing with the processing of a grievance shall not be filed in the teacher's personnel file.
8. All documents, communications, and recommendations dealing with teacher termination shall be destroyed if the teacher is reinstated or absolved as a result of a hearing before the Board or by Court action.
9. Upon request by the teacher, the District will provide the teacher with a copy of materials that are in the file at a cost of fifteen (\$.15) per copy.

10. The District will provide file security, including the precaution that no unauthorized person will have access to the personnel files.

K. Teacher Evaluation

1. Procedure

- a. Teachers shall be evaluated in accordance with the District evaluation procedure and with the requirements of AS 14.20.149. A copy of said procedure and evaluation instrument shall be given to teachers. All performance indicators will be measurable. A teacher's personnel file shall be the only depository of evaluation documents. All observation and evaluation documents and their content are strictly confidential. When the evaluation process is completed, anecdotal or observation records shall be destroyed or placed in the teacher's file.
- b. A pre-evaluation conference to review and discuss teacher evaluation objectives, procedures, and instruments shall be held between the evaluator and the teacher by October 15.
- c. A post-evaluation conference between the evaluator and the teacher shall be held.
- d. For non-tenured teachers, should the evaluation reveal a performance deficiency, the supervisor shall provide the teacher with a written plan of improvement which shall indicate specific deficiencies and specific constructive suggestions for improvement. The evaluatee shall be granted the opportunity to participate in the improvement plan's formulation.
- e. The written evaluation report must be signed by the evaluator and by the teacher, acknowledging that a post-evaluation conference was held and that the teacher was made aware of the contents of the evaluation report. The teacher shall be permitted to affix to the report a rebuttal of any portion of the report which he/she believes is inaccurate, unfair, or incomplete. Said rebuttal shall be made within (10) days following receipt of the evaluation.
- f. A signed copy of the teacher evaluation report shall be provided the teacher within ten (10) days of the post-evaluation conference.

2. General Requirements

- a. Formal classroom observations of the professional performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- b. A teacher may request and may be granted one (1) additional written evaluation by the administration.
- c. All observation and evaluation documents are confidential except for when the Board is acting in its official capacity at a formal meeting to consider a teacher's employment status, evidence in a hearing regarding

certification, employment, or as otherwise allowed by the court. Confidentiality may be waived only by the teacher.

- d. A teacher shall be made aware promptly of any complaint made against him/her, unless the District is asked to withhold such prompt notification by law enforcement or DFYS personnel in matters involving the investigation of suspected sexual assault, child abuse, or neglect.
- e. The District evaluation procedure shall be the only means of evaluating a teacher's professional performance.

L. Notification of Non-employment

Tenured teachers shall be notified of non-retention on or before March 15. Non-tenured teachers shall be notified of non-retention on or before May 1st.

M. Reduction-in-Force

- 1. Reduction-in-Force shall be in accordance with AS 14.20.177. If a reduction-in-force (RIF) becomes necessary, teachers will be laid off on the basis of District seniority and qualifications as defined in AS 14.20.177 within:
  - a. the District-wide general instruction program;
  - b. District-wide special education program.
- 2. Re-employment Following RIF
  - a. Teachers shall be recalled in the inverse order of lay-off provided the teacher holds a valid teacher's certificate or is certifiable on/or before the first day of the school year for which he/she would be rehired and is qualified for the vacancy.
  - b. Rehire will be initiated immediately upon the existence of a vacancy in the District.
  - c. A teacher on RIF status shall have the right to file a grievance if the teacher believes his/her re-employment rights have been violated.

N. Guest Regulations

Any teacher will have the right to refuse a request to house a guest in the teacher's quarters. Every guest shall respect the lifestyle of the host. Host teachers will be reimbursed by the District upon receipt of an invoice. Reimbursement will be as per Board policy. Any guest expecting to overnight at a site will give the host twenty-four (24) hours notice.

O. On-the-Job Injury: Assault

Any on-the-job injury sustained by a teacher as a consequence of assault will be reported to the appropriate authorities.

In the case of assault or injury to a teacher while on duty in the school, on the school premises, or on a school-sponsored activity, or for reasons related to the teacher's employment, such assault or injury shall be reported by the teacher to the Superintendent. The District may provide additional assistance commensurate

with the circumstances. The Superintendent will communicate with the teacher within five (5) days of the report to discuss additional assistance.

P. Union Representative

A teacher may at his/her request have a representative of the Association present as a witness when he/she is asked to attend a meeting with a supervisor for the purpose of discussing a disciplinary action.

This provision does not apply to meetings called by a supervisor to discuss the teacher's formal evaluation, to give instruction or training or needed guidance in work techniques.

Prior to a meeting concerning possible disciplinary action, the supervisor will give written notice to the teacher of the nature of the concern(s) prompting the meeting and the meeting's purpose.

Q. Availability of Documents

The District will provide each school with a District Board Policy Manual and District Administration Procedures Manual with appropriate updates as soon as they are available.

R. Notification of Assignment

Tentative assignment and location for the subsequent school year will be stated on the teacher's contract.

S. Travel Delay

When a teacher is on preauthorized District business, time spent absent from work within the teacher's prearranged travel schedule due to travel delay beyond his/her control will be counted as regular work time for the teacher.

T. Principal Teacher's Release Time

Principal Teachers will be granted one-half (1/2) day per week release time to perform administrative duties. Longer blocks of time may be approved based on need.

A substitute may be employed as necessary.

## **ARTICLE VI LEAVES**

A. Administrative Leave Initiated by the District

Teachers shall be notified at least four (4) days, including a weekend, prior to scheduled leave. Teachers shall be paid their daily rate. Transportation and per diem (lodging and meals) shall be paid to the teacher.

B. Legal, Military and Civic Leaves

1. 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, less the amount that the teacher receives for jury duty. No teacher is entitled to leave with pay under this section in a situation where the teacher is involved in personal litigation.

## 2. Military Leave

The District shall grant leave to employees who are ordered to training duty (as distinguished from active duty) in the National Guard or other military reserve units, if postponement to summer months is not possible. A teacher on military leave shall receive his/her regular pay for a period not to exceed two (2) weeks, and shall remit to the District any stipend received as compensation for such duty. Military leaves in excess of two (2) weeks shall be considered leave without pay.

## 3. Civic Leave

A teacher may be granted, upon prior written request and approval of the Superintendent, a leave without pay for civic duties at the local, state or national level.

## C. Sick Leave

Sick leave may be used when a member of the teacher's immediate family is ill and the teacher's presence is required. Other uses of sick leave pursuant to relevant Alaska statutes will be applicable for this Agreement.

## D. Medical Leave

Upon the written recommendation of a teacher's medical doctor, the Board will consider a request for an unpaid medical leave of absence to a maximum of one (1) year. The request for leave shall be in writing and accompanied by the doctor's statement setting forth when the specific illness or disability commenced, or will commence, and the expected length of absence. If the Board approves the leave, the leave will commence on the date that the teacher's sick leave benefits under this Agreement have been exhausted. Upon completion of an approved leave and a written notice from the medical doctor that the teacher is capable of resuming teaching duties and responsibilities, the teacher will be returned to his/her former position if it is vacant or to the first available position for which the teacher is certified.

## E. Parental Leave

### 1. Maternity Leave

Maternity leave shall be granted to all pregnant teachers. Maternity leave may be taken from accumulated sick leave if the teacher so desires; otherwise, the leave shall be leave without pay. The length of maternity leave shall be determined by the written statement from the teacher's doctor indicating when the leave should begin and when the teacher is capable of returning.

Upon written request, additional leave without pay for parental or medical purposes may be granted by the Board.

2. Paternity Leave

Upon request, two (2) days of paternity leave and required travel time shall be granted at the birth of his child to a teacher. This leave shall be charged to accumulated sick leave. Upon written request, additional leave without pay for parenting or medical purposes may be granted by the Board.

3. Short-term Adoptive Leave

Upon request, two (2) days of adoptive leave and required travel time will be granted. This leave shall be charged to sick leave. Additional leave without pay for adoptive leave may be approved by the Board.

F. Emergency Leave

A teacher shall be granted eight (8) days for emergency leave. Up to four (4) emergency leave days shall be charged to sick leave if four (4) emergency days have been previously used. Emergencies are defined as:

1. death within the immediate family;
2. life-threatening or terminal illness/accident requiring hospitalization or extensive home care of members of the immediate family;
3. missing person of the immediate family.

Additional emergency leave may be granted to the teacher by the Superintendent when emergency leave is exhausted. Approval of leave for natural disaster or exception to the immediate family will be by request to the Superintendent.

G. Personal Leave

Four (4) days of paid personal leave per year will be granted all teachers. This leave shall be accumulative up to six (6) days. With the exception of emergency situations, the teacher will give seventy-two (72) hours prior notice to his/her immediate supervisor of the intent to be absent. Except upon the approval of the Superintendent, personal leave cannot be taken by a teacher during the first and last weeks of school and before/after a holiday/vacation day, during the October student count, and the two (2) weeks after it. At the teacher's request, unused personal leave shall be cashed in at the end of the school year at non-certificated substitute teacher pay per day.

H. Professional Growth Leave and Leave Without Pay

1. Leave Without Pay

Upon request, a teacher may be granted leave without pay for activities that would enhance the teacher's skills in the classroom or meet an educational goal of the District or for personal reasons.

- a. A request for short-term leave of ten (10) or less days should be submitted to the Superintendent for approval.

- b. A request for a leave of absence without pay for more than ten (10) days may be made to the Superintendent. This leave, and any step increase on the salary schedule, must be approved in advance by the Board.

2. Leave With Pay

- a. Any teacher with more than two years in-district experience may be granted short-term leave with pay to attend a professional meeting or activity. Written application to and approval of the Superintendent must be provided in advance. The District will pay transportation and per diem.
- b. A teacher whose written application is denied, upon request, will be provided reasons in writing.

I. Sabbatical Leave

- 1. Paid sabbatical leave may be granted to one (1) teacher in the District who meets the following requirements:
  - a. Completed seven (7) years consecutive employment as a teacher with the District;
  - b. Requested leave is for educational purposes;
  - c. Submits a plan of proposed activities to the Board.
- 2. In selecting teachers for sabbatical leave, the governing body shall consider the criteria in the Alaska statutes. The normal salary increment will be granted upon return.
- 3. Upon return from leave, the teacher shall report to the Board regarding his/her educational accomplishments during the leave period.

A teacher who does not serve at least one (1) full year after returning shall refund to the Board money paid to the teacher during his/her sabbatical leave unless the failure to return is attributable to sickness, injury, or death.

A sabbatical leave is not an interruption of the continuous service for tenure or retirement purposes.

J. Association Leave

The District shall provide twenty-five (25) days of paid non-accumulative Association leave per year. The District shall provide paid Association leave based upon a written request 72 hours in advance from the Association President to the Superintendent to initiate said leave.

**ARTICLE VII SICK LEAVE BANK**

The sick leave bank will be established and administered by a committee consisting of two (2) Association members and two (2) administrators. Participants must contribute at least one (1) day annually to the bank in order to be eligible. At the election of the teacher, up to ten (10) additional days may be

donated each year. Request for withdrawal from the bank will be approved by the committee when the following conditions are present:

- a. when all individually accumulated sick leave has been exhausted;
- b. when a letter from a physician verifies the teacher's need for the leave.

Teacher-donated sick leave days may not be withdrawn from the bank. A teacher may not withdraw more than twice the number of days of sick leave he/she has accumulated before the first day of school in any school year or twenty-four (24) days, whichever is greater.

## **ARTICLE VIII ASSOCIATION RIGHTS**

### **A. Association Use of School District Facilities**

The Association, with the approval of the building principal or Superintendent, may use School District facilities and equipment, including typewriters, instructional computers, mimeograph machine, and other duplicating equipment, except the telefax machine, if not otherwise in use. Association use of District or site telefax machine may be permitted on a cost reimbursement basis and must be authorized by one of the aforesaid administrators prior to its use. The Association shall pay for all materials and supplies incidental to Association use of District facilities and equipment.

The Association and its representatives, with the approval of the building principal, may use the School District buildings for meetings.

The District agrees to provide bulletin board space for the Association's use.

### **B. Non-jeopardy**

No employee shall suffer discrimination, jeopardy, or coercion in employment because of Association membership, participation in the area of grievance, or holding elective or appointive office in YFEA or NEA-Alaska.

### **C. Use of District Transportation for Association Business**

The Association shall have use of available space, at no cost, on District chartered flights and District vehicle(s) trips for Association business.

It is understood that this Agreement does not commit the District to pay any transportation fares incurred by the Association unless prior approval is granted by the District.

### **D. Association Right to Board Agenda**

The Board shall provide the Association President or his/her designee and all teachers-in-charge with an agenda for the Board meetings, and minutes of all regular and special meetings at the same time as they are provided to the Board.

Upon request by the Association President, the Board will provide back-up public information on items on the agenda that are of interest to the Association.

E. Release Time for Grievance Processing

When a representative of the Association or a teacher is scheduled by the parties to this Agreement to participate in grievance proceedings during working hours, he/she shall be granted release time and suffer no loss in pay.

F. Negotiations

If by mutual agreement negotiations are scheduled during the teacher workday, release time will be provided.

**ARTICLE IX SALARY AND FRINGES FOR FISCAL YEARS**

**2009-10, 2010-11 AND 2011-12**

The District shall adjust the schedules for each of these years in the following manner:

**5% for the 2009-2010, 5% for the 2010-2011 and 5% for the 2011-2012.**

A. Placement on the Salary Schedule

1. General Conditions

- a. The District will allow up to six (6) years of experience.
- b. Credits applicable to this section must be in the teacher's major or minor field, in the present teaching area, or academic credit courses credited by a state for certification or renewal of certification.
- c. For purposes of placement or movement down on the salary schedule, one (1) year of experience will be defined as service as a contracted certificated teacher for a school term of one hundred forty (140) instructional days or more.
- d. Teachers with a Type D or C certificate will be placed on the B (or actual degree given) column and will be given one (1) year of experience every two (2) years of full-time work experience in the area for which they are contracted. Teaching experience shall be counted on a one-to-one basis.

2. Requirements for Qualifying for Salary Schedule Ranges Above the Bachelor's Degree

- a. B+18: Transcripts must be submitted by the teacher showing a B conferred plus eighteen (18) semester hours of credit earned subsequent to teacher certification in the State of Alaska. At least nine (9) of the hours must be upper division or graduate level courses.
- b. B+36: Transcripts must be submitted by the teacher showing a B conferred plus thirty-six (36) semester hours of credit earned subsequent to teacher certification in the State of Alaska. At least twenty-four (24) of the thirty-six (36) hours must be upper division or graduate level courses.
- c. B+54: Transcripts must be submitted by the teacher showing a B conferred and fifty-four (54) semester hours of credit earned subsequent to

teacher certification in the State of Alaska. At least thirty-six (36) of the fifty-four (54) hours must be upper division or graduate level courses.

- d. M: Official transcripts must be submitted by the teacher showing the actual granting of the degree or transcripts indicating that the requirements have been met, and the degree will be granted on a certain date.
- e. M+18: Transcripts must be submitted by the teacher showing an M conferred and eighteen (18) semester hours of credit earned subsequent to teacher certification in the State of Alaska. At least nine (9) of the hours must be upper division or graduate level courses.
- f. M+36: Transcripts must be submitted by the teacher showing an M conferred and thirty-six (36) semester hours of credit earned subsequent to teacher certification in the State of Alaska. At least eighteen (18) of the hours must be upper division or graduate level courses.
- g. Upon request and advance approval of the Superintendent, lower division courses and workshop credits may be substituted for the graduate level requirements of this article.

B. Health Insurance

District pays one hundred percent (100%) of premium for each employee and his/her dependents, except for married teachers there shall be one prime policy.

The District agrees to provide for health insurance coverage benefits at 90% and deductibles no more than \$250.00 per covered individual.

The District reserves the right to change carriers/administrators. A teacher has the option to continue health coverage at his/her expense during a long-term, Board-approved leave of absence subject to provisions and approval of the carrier.

C. Life Insurance

The District agrees to pay the premiums to provide each teacher a term-life insurance in the amount of \$50,000.00 with double indemnity.

A teacher has the option to continue life insurance coverage at his/her expense during a long-term, Board approved leave of absence subject to provisions of the carrier.

D. Payment Options for Salary Schedule

- 1. Payment will be issued in 12 equal paychecks to all certificated personnel.
- 2. Twelve (12) equal paychecks, the first nine (9) issued monthly from August through April. The last three (3) checks will be issued concurrently by the last day of the District-Approved Calendar or the teacher's last work day, whichever is later, upon completion of checkout. The District will mail each teacher his/her paycheck by U.S. mail no later than the 25th of the month for which they are issued. No payroll will be postdated.

E. Payroll Deduction

The District shall provide for the following payroll deductions:

- a. Association dues;
- b. credit union programs;
- c. U.S. Savings Bonds;
- d. tax-deferred annuities program.

All payroll deductions must have prior written authorization from the employee.

F. Reimbursement for Physical Examinations

Physical examinations required by the State or District shall be claimed on the District health insurance plan. The District will reimburse the teacher for the difference between what the insurance does not cover up to \$100 once every three (3) years.

G. Reimbursement for Coursework

A teacher will receive \$60 reimbursement for the cost of each academic credit earned up to six (6) semester credits annually for courses approved in advance by the Superintendent.

For a District teacher who enrolls in a graduate program at a regionally accredited university, earns a master's degree in special education, and agrees to teach in the district for a minimum of three (3) years after earning said degree, the District will reimburse him/her at the rate of \$75 per credit hour up to nine (9) semester credits annually. This reimbursement, however, requires that the Superintendent approve in advance any courses taken by the teacher.

- H. Teachers will be moved on the salary schedule based on credits earned before the beginning of the school year. Course(s) must be completed before school starts and academic credit must be given before movement on the salary schedule is allowed. The transcript must indicate that all credits were earned prior to the first day of school. Teachers intending to earn credits sufficient to qualify for horizontal advancement on the salary schedule must notify the School District of their intentions no later than May 15 of the current school-year. A total of eighteen (18) semester credits are necessary to advance horizontally. The contract salary for the following school year shall be adjusted when an official transcript showing the credits earned is received in the school office. Transcripts must be filed in the Superintendent's office before October 1 of the calendar year. The Superintendent has the ability to extend this deadline in the event of extenuating circumstances. Upon receipt of the official transcript, the annual salary shall be adjusted.

I. Extended Contracts

All contract extensions shall be calculated at the teacher's or principal/teacher's daily rate and applicable benefits shall accrue at the regular rates. Special project contracts may be written for amounts not related to the salary schedule. The

specifications for the contracts will be posted in each school fifteen (15) days prior to offering the contract with a copy mailed to the Association president of record.

J. Housing

1. If a teacher(s) is (are) unable to locate housing in the area in which he/she (they) is (are) assigned and/or if the District has housing available, upon request by a teacher(s), the District will rent the housing to a teacher(s) at the monthly rental price by lease agreement.
2. If District housing is available it will be made available to the principal teacher (head teacher) and then to other teachers.
3. The District reserves the right to discontinue teacher housing; said decision will be made only after it has negotiated the impact of such a decision on teachers with the Association.
4. When establishing rents for new District-owned housing, the District shall consider size, number of bedrooms, size of storage area, type and variety of utilities and appliances, and comparability to existing housing.
5. Any house that experiences interruption of electricity, water, sewer, and/or other major maintenance problems for which the district is responsible, more than ten (10) days in a month, shall have its monthly rental rate reduced to the monthly rental rate for housing at the next appropriate level. Any house that experiences loss of heating for more than twenty-four (24) hours shall have its daily rental rate waived for each subsequent day the house is without heat.
6. Monthly rents will increase by \$25.00 for each year for the duration of the July 1, 2009-June 30, 2012 negotiated agreement. The District is responsible for maintenance and teachers are to notify the District of any needed repairs. The rent for District-owned/leased housing for 2009-2010 school year will be as follows:

Location	Unit	Monthly Rent
Arctic Village	New Housing	\$800
	Cabin	\$300
Chalkyitsik	Old Classroom Apartment A	\$650
	Old Classroom Apartment B	\$650
	P/T House	\$700
Circle	School Apartment-PT	\$700
	School Apartment	\$650
Venetie	Old Classroom Apartment A	\$650
	Old Classroom Apartment B	\$650
	P/T Apartment	\$700
Stevens Village	Trailer	\$700

7. No indoor/outdoor pets in new or refurbished housing.

K. Per Diem and Travel Reimbursement

Any teacher required to travel on District business shall be reimbursed at the same rate for food, lodging, and travel as administrators who travel for the District.

Any teacher authorized by a supervisor in advance to travel on District business on non-work days shall receive his/her normal daily rate in addition to per diem and travel reimbursement.

L. Use of Personal Vehicle/Equipment

The reimbursement for the voluntary use of teacher's vehicle to perform school duties will be as per Board policy, taking into consideration local rates and conditions. To be eligible for reimbursement, the immediate supervisor or Superintendent, through administrative guidelines or by verbal communication, must authorize the vehicular use.

The reimbursement for and the voluntary use of a teacher's personal equipment for instructional purposes, or for other reasons, must have the advance written approval of the Superintendent and be based on a comparison with local rates. A claim for loss or damage of personal equipment will be honored only when advance written approval for the use of the equipment has been given.

No teacher will be required to use a personal vehicle or personal equipment for District business.

M. Added Duty

1. After school activities (ASA) consist of direct student supervision and appropriate instruction outside the regular work day for an activity, club, or sport.
2. During development of the site budget, the site administrator may designate funds for compensation of ASA from the site student activity fund. If approved by the Board, such compensation shall be paid through a separate ASA contract addendum.
3. Acceptance of ASA contract addendums shall be voluntary by the teacher. Willingness to accept shall not affect continued employment or formal evaluation of a teacher.
4. Payment for the ASA will be made within at least thirty (30) days of ASA's conclusion, but not later than the last day of school from site student activity fund.

N. Agency Fee

1. The District agrees to deduct an annual fee, equal to the unified teaching profession dues, in equal monthly installments from the pay of any teacher who does not become a member of the Association. Following such authorized deduction, the District shall transmit these agency fees directly to the Association along with dues withheld by the District for members in good standing.

2. The Association shall provide a process by which a teacher who subscribes to a religion which has been legally recognized as having tenets which prohibit contributions to associations can, upon submission of a written exemption request to the Association and a copy to the District, donate an amount equal to the representation fee to a charity or scholarship fund. The Association shall forward to the charity or scholarship of its choice the fees deducted by the District and shall provide proof of payment to the teacher.
3. If a teacher is terminated or resigns before all of the annual fee is paid, the balance of the fee will be deducted from the last paycheck.
4. If a teacher does not comply with the above provisions, the following procedure shall be followed:
  - a. the Association shall notify the teacher of noncompliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for non-retention may be filed with the Board in the event compliance is not effected.
  - b. if a teacher fails to comply, the Association may file charges in writing with the Board, requesting the teacher's non-retention. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  - c. the Board, only upon receipt of said charges and request for non-retention, shall conduct a hearing on said charges; to the extent that said teacher is protected by the provision of the laws of the State of Alaska, all proceedings shall be in accordance with the law. The Association agrees to pay the court reporter fees and transcript costs; the Association shall reimburse the District for all costs involved in holding a hearing as directed in this section. In the event of compliance at any time prior to dismissal, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the agency fee.
5. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of sections 1, 2, 3 and 4 above.
6. The District will notify the Association of all new teachers, and those being terminated or resigning.

O. Electrical Car Hook-Ups

At buildings where hook-ups are available, the following guidelines shall be adhered to:

1. school-owned vehicles shall be considered as priority number one;
2. if multi hook-ups are available, then at least one will be reserved for visitors;
3. others may be used by the staff on assignment, if necessary.

P. Laundry and Shower Use

In communities without public shower/laundry facilities, teachers may use school laundry and showers upon payment of a user fee set by the LSAC.

Q. Part-Time Teaching Contracts

1. Part-time teacher leave and insurance benefits will be prorated based on the total number of hours worked per day by the part-time teacher divided by the number of hours in the teacher's regular work day.
2. Part-time teachers working a minimum of one-half of the hours of a regular work day receive at least twenty-five (25) consecutive minutes of preparation time teach day.
3. Part-time teachers will advance one (1) step on the salary schedule for each two (2) years' part-time service.

R. Principal/Teacher Salaries

Salary for the Principal/Teacher will be his/her placement on the salary schedule supplemented with an additional \$10,000 for the standard school year. Principal/Teachers shall work a 195 day contract.

S. Chaperones

Upon prior approval by the Superintendent or designee, chaperones may request up to \$100 per day for chaperoning students on overnight travel on a District sponsored activity that must be processed through the district's payroll system. Chaperone monies are to paid from the site student activity fund.

T. Reimbursement of Instructional Supplies and Materials

Prior to the Superintendent's approval, teachers can be reimbursed for instructional supplies and materials.

U. YUKON FLATS SCHOOL DISTRICT SALARY SCHEDULE  
FISCAL YEAR

**2009-2010**

STEP	B	B+18	B+36	B+54/M	M+18	M+36
0 YR	\$39,601 1x	\$42,373 1.07	\$45,145 1.14	\$47,520 1.20	\$50,292 1.27	\$53,064 1.34
1 YR	\$43,560 1.10	\$45,936 1.16	\$48,708 1.23	\$51,480 1.30	\$54,252 1.37	\$57,026 1.44
2 YR	\$47,125 1.19	\$49,897 1.26	\$52,669 1.33	\$55,441 1.40	\$58,213 1.47	\$60,588 1.53
3 YR	\$48,708 1.23	\$51,480 1.30	\$54,252 1.37	\$57,026 1.44	\$59,401 1.50	\$62,173 1.52
4 YR	\$50,292 1.27	\$53,064 1.34	\$55,836 1.41	\$58,213 1.47	\$61,777 1.56	\$63,757 1.61
5 YR	\$51,876 1.31	\$54,648 1.38	\$57,420 1.45	\$59,798 1.51	\$62,570 1.58	\$65,342 1.65
6 YR		\$56,233 1.42	\$58,608 1.48	\$61,380 1.55	\$64,152 1.62	\$66,924 1.69
7 YR		\$57,816 1.46	\$60,192 1.52	\$62,964 1.59	\$65,736 1.66	\$68,508 1.73
8 YR			\$61,777 1.56	\$64,549 1.63	\$67,321 1.70	\$70,489 1.78
9 YR			\$63,360 1.60	\$66,132 1.67	\$68,904 1.74	\$71,280 1.80
10 YR				\$67,717 1.71	\$70,489 1.78	\$72,865 1.84
11 YR					\$71,676 1.81	\$74,448 1.88
12 YR						\$76,033 1.92

**2010-2011**

STEP	B	B+18	B+36	B+54/M	M+18	M+36
0 YR	\$41,581 1x	\$44,491 1.07	\$47,402 1.14	\$49,896 1.20	\$52,806 1.27	\$55,717 1.34
1 YR	\$45,738 1.10	\$48,233 1.16	\$51,144 1.23	\$54,054 1.30	\$56,965 1.37	\$59,877 1.44
2 YR	\$49,481 1.19	\$52,392 1.26	\$55,303 1.33	\$58,213 1.40	\$61,124 1.47	\$63,618 1.53
3 YR	\$51,144 1.23	\$54,054 1.30	\$56,965 1.37	\$59,877 1.44	\$62,371 1.50	\$65,281 1.52
4 YR	\$52,806 1.27	\$55,717 1.34	\$58,628 1.41	\$61,124 1.47	\$64,866 1.56	\$66,945 1.61
5 YR	\$54,470 1.31	\$57,381 1.38	\$60,291 1.45	\$62,787 1.51	\$65,698 1.58	\$68,609 1.65
6 YR		\$59,044 1.42	\$61,538 1.48	\$64,449 1.55	\$67,359 1.62	\$70,270 1.69
7 YR		\$60,707 1.46	\$63,202 1.52	\$66,113 1.59	\$69,023 1.66	\$71,934 1.73
8 YR			\$64,866 1.56	\$67,776 1.63	\$70,687 1.70	\$74,013 1.78
9 YR			\$66,528 1.60	\$69,439 1.67	\$72,349 1.74	\$74,844 1.80
10 YR				\$71,102 1.71	\$74,013 1.78	\$76,508 1.84
11 YR					\$75,260 1.81	\$78,171 1.88
12 YR						\$79,834 1.92

**2011-2012**

STEP	B	B+18	B+36	B+54/M	M+18	M+36
0 YR	\$43,660 1x	\$46,716 1.07	\$49,772 1.14	\$52,391 1.20	\$55,447 1.27	\$58,503 1.34
1 YR	\$48,025 1.10	\$50,645 1.16	\$53,701 1.23	\$56,757 1.30	\$59,813 1.37	\$62,871 1.44
2 YR	\$51,955 1.19	\$55,011 1.26	\$58,068 1.33	\$61,124 1.40	\$64,180 1.47	\$66,798 1.53
3 YR	\$53,701 1.23	\$56,757 1.30	\$59,813 1.37	\$62,871 1.44	\$65,489 1.50	\$68,545 1.52
4 YR	\$55,447 1.27	\$58,503 1.34	\$61,559 1.41	\$64,180 1.47	\$68,109 1.56	\$70,292 1.61
5 YR	\$57,194 1.31	\$60,250 1.38	\$63,306 1.45	\$65,927 1.51	\$68,983 1.58	\$72,039 1.65
6 YR		\$61,997 1.42	\$64,615 1.48	\$67,671 1.55	\$70,727 1.62	\$73,784 1.69
7 YR		\$63,742 1.46	\$66,362 1.52	\$69,418 1.59	\$72,474 1.66	\$75,530 1.73
8 YR			\$68,109 1.56	\$71,165 1.63	\$74,221 1.70	\$77,714 1.78
9 YR			\$69,855 1.60	\$72,911 1.67	\$75,967 1.74	\$78,587 1.80
10 YR				\$74,658 1.71	\$77,714 1.78	\$80,333 1.84
11 YR					\$79,023 1.81	\$82,079 1.88
12 YR						\$83,826 1.92