

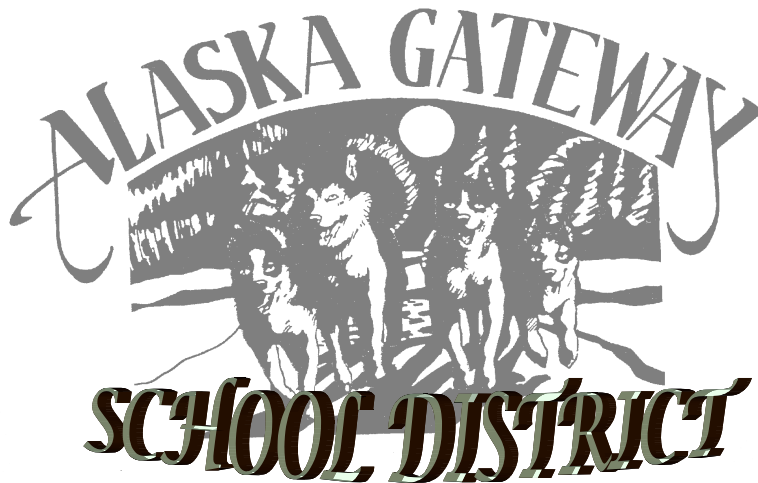
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ALASKA GATEWAY SCHOOL DISTRICT**

**AND**

**ALASKA GATEWAY EDUCATION  
ASSOCIATION**



**2010 – 2013**

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## 100 DEFINITIONS

- A. Agreement: shall mean this document and all provisions herein.
- B. Association: shall mean the Alaska Gateway Education Association.
- C. Association President: shall mean the President of the Association or his/her designee.
- D. Board: shall mean the District School Board.
- E. Day: shall mean a calendar day unless otherwise specified.
- F. District: shall mean the Alaska Gateway School District.
- G. Superintendent: shall mean the chief school administrator of the District or his/her designee.
- H. Teacher: shall mean any District employee who is required to hold an Alaska teacher's certificate and who is regularly assigned for at least half time to provide direct services to students such as an instructor, counselor, librarian, or special education specialist.
- I. Unit Administrator: shall mean the building principal, principal/teacher, or other immediate supervisor of the Teacher.

## 101 SALARY SCHEDULES

The salary schedules below shall be in effect for the District Teacher employed (or on an approved leave of absence) as of the date of full ratification of this Agreement and continuously employed as a District Teacher without a break in service. The following are rates based on the full work day and year. The salary shall be pro rated for service of less than the full work day and/or year.

### 2010-2011

STEP	B	B+18	B+36/M	B+54/M+18	M+36
0	42,436	44,728	47,020	49,311	51,603
1	44,316	46,608	48,899	51,191	53,483
2	46,196	48,487	50,779	53,071	55,363
3	48,075	50,367	52,659	54,951	57,242
4	49,955	52,247	54,539	56,830	59,122
5	51,835	54,127	56,418	58,710	61,002
6		56,006	58,298	60,590	62,882
7		57,886	60,178	62,470	64,761
8		59,766	62,058	64,349	66,641
9		61,646	63,937	66,229	68,521
10			65,817	68,109	70,401
11				69,989	72,280
12					74,160

### 2011-2012

STEP	B	B+18	B+36/M	B+54/M+18	M+36
0	43,709	46,070	48,431	50,790	53,151
1	45,645	48,006	50,366	52,727	55,087
2	47,582	49,942	52,302	54,663	57,024
3	49,517	51,878	54,239	56,600	58,959
4	51,454	53,814	56,175	58,535	60,896
5	53,390	55,751	58,111	60,471	62,832
6		57,686	60,047	62,408	64,768
7		59,623	61,983	64,344	66,704
8		61,559	63,920	66,279	68,640
9		63,495	65,855	68,216	70,577
10			67,792	70,152	72,513
11				72,089	74,448
12					76,385

**2012-2013**

<b>STEP</b>	<b>B</b>	<b>B+18</b>	<b>B+36/M</b>	<b>B+54/M+18</b>	<b>M+36</b>
<b>0</b>	45,020	47,452	49,884	52,314	54,746
<b>1</b>	47,015	49,446	51,877	54,309	56,740
<b>2</b>	49,009	51,440	53,871	56,303	58,735
<b>3</b>	51,003	53,434	55,866	58,298	60,728
<b>4</b>	52,997	55,429	57,860	60,291	62,723
<b>5</b>	54,992	57,423	59,854	62,285	64,717
<b>6</b>		59,417	61,848	64,280	66,712
<b>7</b>		61,411	63,843	66,274	68,705
<b>8</b>		63,406	65,837	68,268	70,699
<b>9</b>		65,400	67,831	70,262	72,694
<b>10</b>			69,825	72,257	74,688
<b>11</b>				74,251	76,682
<b>12</b>					78,676

**102 CONDITIONS FOR PLACEMENT ON SALARY SCHEDULE**

Up to four (4) years of out-of-state teaching experience shall be credited on the salary schedule. Alaska teaching experience combined with out-of-state teaching experience shall be credited year for year up to a maximum of eight (8) years for the newly hired Teacher whose first day of work occurs on or after July 1, 2010.

- A. In order for the Teacher to qualify for horizontal movement on the salary schedule, he/she must file an application on the District-provided forms for the Superintendent's approval.
- B. Semester hour credits (or the quarter hour equivalent thereof) shall have been earned subsequent to the Teacher's eligibility for an Alaska teacher's certificate and subsequent to the awarding of the Master's Degree respectively. In addition, credits shall have been earned prior to the first scheduled work day of the work year.
- C. One-half of the credits shall be graduate credits or 500 level and higher.
- D. Credits shall not count for advancement on the salary schedule if a grade of "D" was awarded.
- E. The Superintendent shall approve credits for advancement on the salary schedule which meet at least one of the following criteria:
  - 1. Credits applicable to the Teacher's current assignments.
  - 2. Credits in the Teacher's major or minor field.
  - 3. Credits which help prepare the Teacher to accomplish District goals and objectives, subject to the specific approval of the Superintendent.
  - 4. Credits necessary to complete a graduate degree program in a field directly related to the District's curriculum.
  - 5. Certain workshops subject to the specific approval of the Superintendent.
- F. The Teacher seeking horizontal movement on the salary schedule shall file proof of credits with the Superintendent no later than September 30. Official transcripts to support the proof of credit shall be filed with the Superintendent no later than November 15.
- G. After October 1, no changes shall be made in salary placement except in cases of error in the original placement.
- H. Notwithstanding any of the above salary placement criteria, the Teacher's credits accepted for horizontal placement/movement on the salary schedule prior to the effective date of this Agreement shall be accepted under this Agreement.

**103 HEALTH INSURANCE**

The District shall provide health insurance coverage that is substantially equivalent to the coverage in effect the day before the effective date of this Agreement. Prior to making a decision to change the insurance policy or carrier, the District shall consult with the Association. The District shall pay the full health insurance premium for the Teacher, Teacher's spouse, and/or eligible dependent children. In the event that both spouses are eligible for District-provided coverage, one spouse shall be provided

employee coverage and the other spouse and any eligible dependent children shall be provided dependent coverage.

The effective date of coverage shall be as prescribed under the insurance policy, and coverage shall terminate on the last day of the month during which the Teacher performs the last day of work as a District Teacher. For example, if the Teacher's last day of work occurs in May, but the Teacher submits a resignation in July, District-paid coverage ends the last day of May. The Teacher would be required to repay the District for any premiums paid for June and July and to repay the insurance carrier for claims incurred in June and July. In order to avoid a lapse of coverage after the District-paid coverage ends, the Teacher may elect a self-pay policy under COBRA.

#### **104 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The District shall provide the Teacher, at no premium cost, life and accidental death and dismemberment insurance in the amount of two (2) times his/her annual salary rounded to the nearest thousand dollars up to a maximum of \$102,000. The effective date of coverage shall be as prescribed under the insurance policy, and coverage shall terminate on the last day of the month during which the Teacher performs the last day of work as a District Teacher.

#### **105 PRINCIPAL/TEACHER'S WORK YEAR AND SALARY SUPPLEMENT**

The standard work year for the principal/teacher shall be five (5) additional work days beyond the standard work year for the Teacher. The five (5) additional work days shall be served during, or contiguous to, the standard work year as approved by the Superintendent.

The principal/teacher shall be paid a daily rate supplement of eight per cent (8%) if the school has fewer than three (3) full-time Teachers or ten per cent (10%) if the school has three (3) or more full-time Teachers. If the principal/teacher serves days beyond the normal principal/teacher work year, compensation for these additional days shall not include the principal/teacher daily rate supplement.

#### **106 EXTRACURRICULAR ASSIGNMENTS**

##### **A. General Provisions**

Acceptance of duties under the extracurricular program shall be at the option of the Teacher. In offering extracurricular assignments, the Teacher applicant shall be given priority if the qualifications of the Teacher are essentially equivalent to those of a non-teacher. Upon acceptance of an extracurricular assignment, the extracurricular duties, compensation, and other relevant terms and conditions of the assignment shall be outlined in an extracurricular contract.

Extracurricular assignments may be performed on a voluntary basis for no pay or for less than the applicable amount under the compensation schedules below. Otherwise, the compensation shall be the applicable amount as provided under the compensation schedules below. Extra-duty compensation shall be paid after the end of the activity.

Nothing in this article shall be construed as limiting the authority of the Advisory School Board to establish rules for activity trip conduct, to recommend to the Superintendent a budget governing the scope and extent of extracurricular activities, to establish student eligibility requirements for school activities, to approve and recommend to the Superintendent student travel outside the District, and to redistribute balances of non-fundraiser accounts in the student activity accounts.

The parties understand and agree that the establishment of the compensation schedules below does not obligate the District to any particular funding level for the student activities program. The parties further understand and agree that activity group fund-raising efforts will likely be required to supplement any student activity funds provided by the District.

##### **B. Extracurricular Compensation Schedules**

###### **2010-2011**

\$1,700 Athletic Director

\$1,700 High School Head Coach (Basketball, Volleyball, Wrestling, Rifle, and Hockey)

\$1,000 High School Head Coach (Cheerleading and Track)

\$ 700 High School Student Council Advisor

\$ 350 High School Advisor (Junior Class, Senior Class, Honor Society, and Academic Decathlon)

\$ 250 High School Advisor (Freshman Class and Sophomore Class)

#### 2011-2012

\$1,800 Athletic Director

\$1,800 High School Head Coach (Basketball, Volleyball, Wrestling, Rifle, and Hockey)

\$1,050 High School Head Coach (Cheerleading and Track)

\$ 750 High School Student Council Advisor

\$ 375 High School Advisor (Junior Class, Senior Class, Honor Society, and Academic Decathlon)

\$ 275 High School Advisor (Freshman Class and Sophomore Class)

#### 2012-2013

\$1,900 Athletic Director

\$1,900 High School Head Coach (Basketball, Volleyball, Wrestling, Rifle, and Hockey)

\$1,100 High School Head Coach (Cheerleading and Track)

\$ 800 High School Student Council Advisor

\$ 400 High School Advisor (Junior Class, Senior Class, Honor Society, and Academic Decathlon)

\$ 300 High School Advisor (Freshman Class and Sophomore Class)

### **107 SALARY PAYMENTS**

The Teacher's salary shall be paid via direct deposit. If the Teacher requests a paper check instead of direct deposit, a handling fee of \$20.00 per check shall be deducted. The Teacher shall receive the annual salary in twelve (12) equal paychecks on the last scheduled work day of each month. Notwithstanding, the Teacher who terminates shall receive the remaining pay with the last paycheck of the work year.

Upon application by the Teacher, the District shall pay a cash advance of up to \$1,000.00. The advance shall be a paper check and shall not be subject to the \$20.00 handling fee. This payment shall be considered a loan and shall be deducted in equal installments from the next two (2) paychecks. If applied for prior to payroll computation, the first installment of the loan shall be deducted from the paycheck of that month. When application is made after payroll computation, the first installment of the loan shall be deducted from the following month's salary payment.

Payroll advances shall be limited to one (1) in any work year. No advances shall be made between May 1 and August 31. An exception may be made in case of a verifiable emergency.

### **108 ASSOCIATION DUES DEDUCTIONS**

Within thirty (30) days after entry on duty or September 30, whichever is later, the Teacher may submit to the Business Office a written Association dues deduction authorization and assignment. Beginning in October and ending in May, dues in the amount certified by the Association President shall be deducted from the Teacher's paycheck in eight (8) equal monthly installments and transmitted to the Association. Such authorization shall continue in effect from year to year. Notwithstanding, the Teacher may revoke the dues deduction authorization for a succeeding year by giving written notice to the Business Office no later than September 15.

Regardless of Association membership, an annual \$25.00 negotiations fee shall be deducted from the Teacher's first paycheck of the work year and transmitted to the Association.

### **109 PAYROLL DEDUCTIONS**

The District will honor commitments teachers have made to deferred compensation plan enrollments established before January 1<sup>st</sup>, 2010. The District will maintain a list of companies available for deferred compensation plan enrollment opportunities and, if possible, work with newly hired teachers to continue their current deferred compensation plans established thru other districts. The list will be updated periodically and selection can be made at the District Office.

### **110 WORK YEAR**

- A. The standard Teacher work year, exclusive of school holidays, shall be one hundred eighty-five (185) days. Notwithstanding, the first work year for the Teacher not employed by the District as a teacher during the prior school year shall be one hundred eighty-six (186) days exclusive of school holidays. At least two (2) days per work year shall be for professional development, and

at least two (2) days per work year shall be for individual Teacher preparatory work. The Teacher shall not be entitled to pay for school holidays inasmuch as these are not included in the work year.

- B. When extended work year contracts are offered, the Teacher shall be paid at the daily salary rate determined by dividing the annual salary under the salary schedule by the number of days in the standard Teacher work year. Any work year contract extensions or additional daily hours shall be subject to mutual agreement.
- C. The Teacher shall not be required to attend workshops on days not covered by the contracted work year. However, the Teacher who attends a workshop at District request, or at the Teacher's request and the District's approval, on days not covered by the contracted work year shall be compensated at the Teacher's daily salary rate. Mileage, lodging expenses, and travel per diem at the authorized District daily rate shall be granted for all days if the approved workshop places the Teacher on travel status.

#### **111 JOB CONNECTED TRAVEL**

The Teacher who drives his/her own vehicle on travel status for District business shall be reimbursed at the rate established by Board policy for all employees traveling on District business.

The Teacher traveling at District expense may be required to transport items between sites or to/from Anchorage or Fairbanks. The Teacher shall not be required to transport more than a total of fifty (50) pounds or any package exceeding twenty-five (25) pounds.

The Teacher shall not be required to transport students on school activities.

#### **112 REIMBURSEMENT FOR PHYSICAL EXAMINATION AND MEDICAL TESTS**

The District shall reimburse up to \$125.00 for District/State required physicals and/or medical tests. If reimbursement is received from an insurance carrier, this amount shall be deducted before submitting the claim to the District.

#### **113 ACTING UNIT ADMINISTRATOR PAY**

- A. The Unit Administrator may designate the Teacher as acting Unit Administrator when the Unit Administrator is out of the building.
- B. The Teacher designated as acting Unit Administrator shall:
  - 1. Be so designated by mutual agreement;
  - 2. Be provided with an administrative action plan;
  - 3. Be paid at a rate of \$50.00 per day, \$25.00 per half day (there shall be no compensation for less than one-half day);
  - 4. By mutual agreement have the option of obtaining a substitute.

#### **114 MENTOR TEACHER**

By the end of the first semester, the newly hired Teacher shall have the option to select, with the input of his/her Unit Administrator, a mentor from the list of available mentors. The new Teacher shall be allowed to have a mentor for the first two (2) years of employment. The mentor and the new Teacher may each use up to two (2) professional leave days per Article 309 subject to the approval of the Superintendent. The new Teacher may change mentors at the end of the first year. The mentor shall be available as a contact person and resource as needed.

#### **200 RIGHT TO COMMENT**

In accordance with AS 14.20.095, no bylaw or regulation of the Board, the Superintendent, or any other District administrator may restrict or modify the right of the Teacher to engage in comment and criticism outside of working hours regarding District personnel or Board members to the extent that any private individual may exercise the right.

#### **201 WORK DAY**

The standard work day for the Teacher shall consist of seven and one-half (7 1/2) hours exclusive of any duty-free lunch period. From time to time, the work day may be extended for reasonable periods for professional activities including but not limited to staff and committee meetings, student-Teacher and

parent-Teacher conferences, and open house functions. Except under extenuating circumstances, such extensions shall not exceed one (1) hour each or occur more than eighteen (18) times per year. The work day may also be extended to make up time lost due to a school closure.

If the Teacher is employed to work less than the standard work day, the teacher's salary, leave, insurance, and other quantifiable benefits shall be prorated accordingly. The proration of insurance benefits shall be based on the premium rates. For the purposes of this paragraph, "premium rates" under a self-funded insurance plan shall be the COBRA rates as established by the plan administrator.

During days that school is in session, the Teacher shall normally be granted preparation time at the rate of fifty (50) minutes per standard work day in segments of not less than twenty (20) consecutive minutes. Except as may be authorized by the supervisor, the Teacher shall use preparation times for preparation activities directly related to the Teacher's professional duty assignment.

The Teacher whose regular assignment is more than half (1/2) time as a special education Teacher shall be granted at least a one-half (1/2) day block of additional preparation time every other week.

A duty-free lunch period shall be provided in accordance with AS 14.20.096. The lunch period shall be scheduled to commence within one hour either side of the mid-point of the Teacher's work day.

## **202 ACADEMIC FREEDOM**

Academic freedom, defined as the right to teach without interference, shall be guaranteed to the Teacher subject to accepted standards of professional responsibility and to the right of the District to establish curriculum, approve classroom or extra-curricular materials, or establish or require guidelines to direct the learning program of the District's students.

## **203 INDIVIDUAL TEACHER CONTRACT**

The Teacher shall be provided an individual contract issued in accordance with 4 AAC 18.010. In the event of a conflict between the terms of the individual contract and the terms of this Agreement, the Agreement shall be controlling.

A change in the terms of an individual contract shall be by a written contract addendum duly executed by the Teacher and the District.

The Teacher who resigns without the consent of the District after May 1<sup>st</sup>, shall be deemed to have breached the contract and shall pay to the District as liquidated damages an amount equal to five (5) days pay at the daily salary rate as prescribed under the breached contract. Said amount may be deducted by the District from any monies owed to the Teacher. The Teacher may also be subject to sanctions by the Professional Teaching Practices Commission for breach of contract.

## **204 ASSIGNMENT**

- A. The District shall assign or reassign the Teacher in a manner that, in the judgment of the District, best serves the educational program. A change of duties within a school shall not constitute a reassignment. Any changes of duties (program or level) shall be completed prior to the posting of any vacancy for that building. The Superintendent and the Board shall make reasonable efforts to keep involuntary reassignments to a minimum.
- B. At any time during the work year, the Teacher may file with the Superintendent a written request for reassignment. Unless revoked in writing, the request shall be valid until the end of the Teacher's work year. Upon written notice from the Teacher, the request shall remain valid during the summer vacation period through the date specified in the notice. For purposes of this article, the Teacher who files a reassignment request shall be considered an "in-District applicant" for any vacancy covered by the request.
- C. The District shall post vacancy notices in schools and on the District Internet site and shall e-mail a copy to the Association President not later than the date that the vacancy is advertised publicly or is transmitted to a teacher placement agency. The District shall not be responsible for any posted notice that is subsequently lost or removed from bulletin boards without authorization. The District shall consider all in-District applicants who respond to the vacancy notice and shall notify them promptly after the decision has been made to fill the vacancy. Upon request, the Superintendent shall confer with the Teacher who has been denied a request for reassignment.

- D. If interviews are conducted, all in-District applicants shall be given a reasonable opportunity to be interviewed. Interviews may be conducted telephonically.
- E. The District shall not make assignment and reassignment decisions in an arbitrary or capricious manner or for disciplinary reasons.
- F. Upon request, the Superintendent shall confer with the Teacher who is being involuntarily reassigned.
- G. In the event that the Teacher's work location is involuntarily reassigned resulting in the need for the Teacher to travel a greater distance from the Teacher's principal in-District residence to work, the Teacher shall be paid the additional mileage at the District rate.

**205 NOTIFICATION OF NON-RETENTION**

- A. If the Teacher who has acquired tenure rights is not to be retained for the following school year, the District shall notify the Teacher of the non-retention in writing, delivered before March 16, or by registered or certified mail postmarked before March 16.
- B. If the Teacher who has not acquired tenure rights is not to be retained for the following school year, the District shall notify the teacher of the non-retention in writing delivered on or before the last day of the work year or by registered or certified mail postmarked on or before the last day of the work year.

**206 REDUCTION IN FORCE**

Reductions in force shall be in accordance with AS14.20.177. When all other factors have been considered and determined by the District to be essentially equivalent, the deciding element for retention shall be Teacher seniority in the District. For the purposes of this article, "seniority" shall be determined by the number of continuous years of employment as a District Teacher. Partial years of employment shall be prorated based upon the number of contract days served, and ties in seniority shall be broken by lot.

**207 PERSONNEL FILES**

The Teacher's permanent personnel file shall be maintained under the following conditions.

- A. There shall be no official file on the Teacher other than the central personnel file in the District Office. All materials in the Teacher's permanent personnel file shall be available to the Teacher for inspection upon request during office hours.
- B. All material included in the Teacher's permanent file shall be placed there according to the following procedures:
  - 1. The Teacher shall receive a copy of all derogatory material to be placed in the file.
  - 2. The Teacher shall be provided the opportunity to sign the actual copy of derogatory material to be filed and may, within fifteen (15) days after the date of receipt of the copy, submit a rebuttal to be attached to the document in the file.
  - 3. Letters of reprimand and/or any derogatory material, excepting evaluations, may be removed upon mutual agreement of the Superintendent and the Teacher. Except for documents dealing with serious misconduct, the Teacher shall have the right to have derogatory material removed from the file after four (4) years if there is no repetition of the type of incident which generated the document.
- D. Access to the Teacher's personnel file shall be limited to the Teacher, the Superintendent, the personnel officer, the chief financial officer, the Unit Administrator, and the Board meeting in executive session.
- E. All documents, communications, and records, dealing with complaints, actions, or charges against a Teacher shall be destroyed if the Teacher is absolved.
- F. The Teacher, with the approval of the Superintendent, may place documents in his/her own personnel file.
- G. Any unit files are considered unofficial and, if they exist, shall be destroyed at the end of each school year.

**208 CLASSROOM VISITORS**

Classroom visitation by parents or community people shall be cleared through the Unit Administrator who shall have the visitor(s) escorted to the classroom. Unless otherwise agreed upon by the Teacher, the Unit Administrator shall advise visitors that they may observe quietly and not interact with the students or

the Teacher. The Unit Administrator shall take reasonable steps to ensure that classroom visitations are not disruptive.

#### **209 SUBSTITUTES**

The Teacher may select from the list of available substitutes with concurrence of the Unit Administrator.

#### **210 JUST CAUSE**

The Teacher shall not be disciplined without just cause.

#### **211 TELEPHONE PRIVACY**

Whenever practicable, the Teacher shall be afforded privacy during job-related telephone calls.

#### **212 KEYS**

The Teacher shall be provided keys necessary for the performance of his/her duties.

#### **213 TEACHER EVALUATION**

The Teacher shall be evaluated in accordance with the District evaluation procedures and the provisions of Alaska law. Notwithstanding any other provisions of this Agreement, only the procedural aspects of evaluations shall be subject to the grievance procedure.

If the Teacher is working outside of his/her certification/endorsement area, it shall be noted on the evaluation document.

#### **214 IN-SERVICE**

Teachers shall be polled as to their preferences regarding topics for District-wide in-service days.

#### **215 COMMITTEES**

The Teacher who serves on a District-sponsored Committee outside of the regular work day or work year shall be compensated as follows: a meeting that lasts no more than one (1) hour-- no compensation; a meeting that lasts from more than one (1) to two and one-half (2 ½) hours-- \$50.00; a meeting that lasts from more than two and one half (2 ½) to four (4) hours-- \$75.00; and a meeting that lasts more than four (4) hours-- \$100.00. Travel to committee meetings that occur in a community other than that of the Teacher's regular assignment shall be paid at the District rate.

This article does not apply to local school committees.

#### **216 DISTRICT-PAID TUITION**

If the District pays for tuition and other expenses related to a class taken by the Teacher, the Teacher shall provide the District with the final grade for the class within fifteen (15) days after the posting of grades. If the Teacher does not complete the class, fails the class, or receives a grade of "D," the Teacher shall promptly remit to the District the amount of the tuition and other expenses paid by the District.

#### **300 LEAVE OF ABSENCE CONDITIONS**

An approved leave of absence, which shall be defined as a sabbatical leave or a long-term leave without pay, does not constitute a break in service. All benefits to which the Teacher was entitled at the commencement of the leave of absence, including unused accumulated sick leave and credits toward sabbatical eligibility (in the case of a long-term leave without pay), shall be restored upon the Teacher's return to duty. The request for a leave of absence and the approval or rejection shall be in writing.

The Teacher's initial assignment for the school year following the leave of absence shall be at the school to which the Teacher was assigned prior to commencement of the leave if a vacancy exists for which the District reasonably determines the Teacher to be qualified. Absent a reassignment request from the Teacher, if the Teacher is assigned to a different school, it shall be considered an involuntary reassignment subject to the provisions of Article 204.

#### **301 SABBATICAL LEAVE**

- A. A Sabbatical Leave may be granted to the Teacher who:
  1. Meets the minimum requirements of AS 14.20.280 and AS 14.20.290.

2. Applies for a sabbatical leave to the Board no later than January 15 of the school year prior to the requested leave.
- B. Upon completion of the leave, the Teacher shall:
1. Provide to the District a written summary showing successful completion of the educational plan described in the sabbatical leave application. This report shall include but not be limited to all related transcripts pertaining to the educational plan.
  2. Present, if requested by the District, an in-service session to all District Teachers working in fields related to the coursework as indicated in the educational plan.
  3. Present a narrative summary outlining areas studied and indicating successful completion of the educational plan to the Advisory School Board of the school at which the Teacher returns to work.
  4. Meet the requirements of AS 14.20.320.
- C. The District may provide during the sabbatical leave compensation such as salary, insurance coverage, and/or payments to the Teachers Retirement System. If the Teacher fails to substantially complete the approved educational plan, the Teacher may be required to repay the District for any compensation provided during the leave and the District shall not be obligated to reemploy the Teacher.
- D. The terms and conditions of the sabbatical leave including but not necessarily limited to the educational plan, any compensation to be provided by the District, the responsibilities of the Teacher upon return to duty, and any assignment rights to be accorded the Teacher upon return to duty shall be reduced to writing and signed by the Teacher and the Board President or designee.

### **302 LONG-TERM LEAVE WITHOUT PAY**

Upon application, the Teacher may be granted a leave of absence without pay for personal or professional reasons for a period of time not to exceed two (2) years unless a longer leave is mutually agreed upon by the Board and the Teacher.

### **303 SHORT-TERM LEAVE WITHOUT PAY**

Upon application and approval of the Unit Administrator, the Teacher shall be granted leave without pay for up to five (5) days. Any additional leave without pay requests shall require approval by the Superintendent.

### **304 PATERNITY LEAVE**

Compensated paternity leave, not charged to sick leave, shall be granted upon request not to exceed five (5) days. Paternity leave shall be available immediately prior to and/or after the birth or adoption of the Teacher's child. Upon request, the Teacher shall provide written third-party verification regarding an adoption.

### **305 MATERNITY LEAVE**

Sick leave shall be available for maternity purposes the same as for any other temporary disability. The first five (5) days of compensated leave taken for maternity purposes (including adoption) shall not be charged to sick leave. Upon request, the Teacher shall provide written third-party verification regarding an adoption.

### **306 EMERGENCY LEAVE**

The Teacher may use accrued sick leave for the death, illness, or welfare of a person in the Teacher's immediate family. This leave shall be limited to five (5) days per occurrence, or ten (10) days if out-of-state travel is required, not to exceed fourteen (14) days per work year. Additional days may be granted upon Superintendent approval. For the purposes of this paragraph, the "immediate family" consists of the Teacher's child, parent (including the "in-law" derivatives thereof), sibling, spouse, grandparent, grandchild, and person living in the household. The Teacher may be required to provide written verification regarding the need for the leave including but not necessarily limited to an obituary notice in the event of a death or a certificate from a health care provider in the event of an illness or injury.

Notice of the intended use of emergency leave shall be given to the supervisor as far in advance as is reasonably possible.

### **307 JURY DUTY LEAVE**

The Teacher called to jury duty or subpoenaed as a witness shall receive, upon submission of written verification from the court, his/her regular salary for the time necessary and shall remit to the District any stipend, but not mileage expenses, received as compensation for such duty. This provision shall not be applicable if the Teacher is a witness against the District or a witness in a civil case.

### **308 MILITARY TRAINING LEAVE**

The Teacher shall be entitled to a maximum of fifteen (15) days of leave per work year to participate in scheduled training duty in the National Guard or other Military Reserve Unit. Such leave shall be approved upon the Teacher's presentation of his/her orders and/or a letter from a commanding officer directing the necessary training. In order for the Teacher to receive his/her regular District wages for the working time spent in training duty, he/she shall remit to the District all compensation received for such duty except mileage reimbursement.

### **309 PERSONAL LEAVE**

The Teacher shall be granted compensated personal leave at the rate of two (2) days for non-tenured teachers and three (3) days for tenured teachers per full standard work year. Unused personal leave may accumulate from year to year not to exceed five (5) days. Personal leave shall be pre-credited at the beginning of the work year. If the Teacher uses more pre-credited personal leave than is actually accrued during the work year, there shall be a deduction for the excess from the Teacher's last paycheck for the fiscal year.

Unused personal leave days shall be paid off at termination at the rate of \$125.00 per day. Likewise, after the Teacher has accumulated five (5) days of personal leave, any additional accruals shall be paid off at the rate of \$125.00 per day.

The Unit Administrator shall be notified of the intended use of personal leave as soon as possible, but no later than one (1) work day in advance. Under extenuating circumstances, personal leave may be granted on shorter notice.

Except with the prior written approval of the Superintendent, personal leave shall not be available during the first and last five (5) scheduled work days of the work year, on an in-service day, or tandem to a holiday or vacation period.

### **310 PROFESSIONAL LEAVE**

The Superintendent may grant the Teacher compensated leave to attend professional conferences, training, or meetings. The Superintendent may also authorize the payment of travel and other associated expenses. The District may require written verification of faithful attendance at the conference, training, or meeting.

### **311 TRAVEL DELAY**

When the Teacher is absent because of transportation difficulties beyond his/her control, no disciplinary action shall be taken.

When the Teacher is on District business, an absence because of an unavoidable travel delay shall be charged to administrative leave.

When the Teacher is not on District business, an absence because of an unavoidable travel delay shall be charged, at the Teacher's option, either to personal leave or to leave without pay.

The District may require written verification of the unavoidable travel delay.

### **312 SICK LEAVE**

Sick leave shall be governed by Alaska law. At the beginning of the work year, the sick leave anticipated to be accrued by the Teacher during the work year shall be precredited. In the event that the Teacher uses more sick leave during the work year than is actually accrued, the excess shall be deducted from the Teacher's final paycheck for the work year.

Sick leave is intended to cover absences necessitated by the Teacher's illness or injury or for non-elective treatment by a health care provider.

After four (4) consecutive days of sick leave, the District may require a written certificate from a health care provider or other third party written verification. Additionally, if the District has reason to believe that sick leave is being claimed contrary to the terms of this article, reasonable written verification of the need for the leave may be required.

### **313 STATEMENT OF ACCUMULATED LEAVE**

By September 30 of each year, the District shall provide the Teacher with a statement of accumulated sick and personal leave. This statement shall be current as of the beginning of the work year.

### **314 SICK LEAVE BANK**

The Teacher, administrator, or exempt employee may join the sick leave bank by contributing one (1) day of sick leave within thirty (30) days after his/her first work day of the work year or by September 30, whichever is later. After joining, the member shall automatically contribute one (1) day of sick leave per year to the bank until one hundred fifty (150) days have been accumulated. Once the bank has accumulated one hundred fifty (150) days, only Teachers, administrators, or exempt employees wishing to join the bank shall be required to contribute one (1) day of sick leave. Any time the bank balance falls below one hundred fifty (150) days, each member shall contribute one (1) day of sick leave at the beginning of the next work year.

Sick leave days can only be withdrawn from the bank for an individual member's illness. Requests for withdrawals from the bank shall be considered when the following criteria have been met.

- A. All of the member's accumulated individual sick and personal leave has been exhausted; and
- B. A written statement from a doctor verifying the need for leave has been submitted to the Association and District stressing the need for immediate medical attention; and
- C. Additional verifying statements may be required after each fifteen (15) day period of leave.

Sick leave bank days granted shall be retroactive to the time when the member's sick leave and personal leave were exhausted.

The member may withdraw from the bank not more than twice the number of days of sick leave the member had accumulated before the first scheduled work day of the work year, or twenty-four (24) days, whichever is greater. Notwithstanding, the member may withdraw no more than sixty (60) days from the sick leave bank during the work year. However, in a case of severe illness or extreme hardship, the District may permit the member to withdraw more leave.

A member may terminate sick leave bank membership by giving written notice to the Superintendent. Membership shall automatically be terminated on the member's last day of employment with the District. Sick leave contributed to the bank is final and not recoverable for credit to the member's individual sick leave account. Upon request, the District shall provide the Association with a report of sick leave bank usage.

### **315 EMERGENCY DONATION OF SICK LEAVE**

In an emergency situation when a certificated employee has depleted his/her own sick leave while caring for an immediate family member, he/she may receive sick leave donations from other certificated employees of up to three (3) days per donor. "Immediate family" shall be as defined under Article 306, Emergency Leave.

This program shall be administered jointly by the Superintendent and the Association President who shall determine if an emergency situation exists.

### **400 RECOGNITION**

The District recognizes the Association as the exclusive bargaining agent for all Teachers. The Association represents the Teachers in collective bargaining, grievances, and all other matters pertaining to this Agreement.

#### **401 COLLECTIVE BARGAINING PROCEDURES**

- A. A written request to initiate bargaining for a successor agreement shall be directed in writing to the Superintendent or to the Association President.
- B. Within twenty (20) days, the parties shall meet at a mutually agreeable time and place to develop bargaining ground rules.
- C. After all possible good faith bargaining efforts have been exhausted and a stalemate exists, either party may declare impasse.
- D. Impasse procedures are prescribed under state law.
- E. From time to time, it may be necessary to schedule bargaining during the school day. At those times, Teacher bargainers shall be provided administrative leave.
- F. Prior to and during bargaining, the District shall make public documents available to the Association upon request in accordance with Alaska law and District policy.
- G. After both bargaining teams have accepted the wording of the Agreement, it shall be signed by the respective spokespersons and by one (1) member of each team and shall be promptly submitted to the parties' respective constituencies with a recommendation for ratification. Upon ratification, the validation section shall be signed by the President and one (1) member of the Board and of the Association.

#### **402 GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. A "grievant" shall mean the Teacher, a group of Teachers, or the Association filing a grievance.
  - 2. A "grievance" shall mean an alleged violation, misinterpretation, or misapplication by the District of the terms of this Agreement.
- B. General Provisions
  - 1. The purpose of this procedure shall be to secure promptly and at the lowest possible administrative level an equitable solution to the grievance.
  - 2. Each decision rendered under the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore.
  - 3. Documents pertaining to the grievance shall not be placed in personnel files. Instead, they shall be kept in chronological order in a grievance file.
  - 4. Upon request, the District shall make available to the Association public information in its possession that is relevant to the issues raised by the grievance.
  - 5. The Teacher shall be given administrative leave when necessary to attend a grievance meeting or hearing held during the work day.
  - 6. In the processing of a grievance, each party may present appropriate witnesses and/or documents and have access to counsel, and each party shall bear its own expenses except as otherwise provided.
- C. Time Limits
  - 1. The grievance shall be filed within thirty (30) days after the date that the grievant knew or should have known of the alleged violation, misinterpretation, or misapplication.
  - 2. The time limits specified may be extended by mutual written agreement. Notwithstanding, the grievant shall have the option to suspend the grievance procedure during the summer when regular school is not in session.
  - 3. Failure to provide the written decision on the grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure to appeal a grievance decision within the specified time limit shall be deemed as acceptance of the decision.
  - 4. The grievance, decision(s), appeal(s), or other written communications regarding the grievance shall be transmitted by hand delivery or certified mail. Time limits for responses shall commence on the day following receipt. A time limit shall have been met if the correspondence is postmarked within the limit.
- D. Initiation of a Grievance
  - 1. Prior to filing a grievance, the grievant is encouraged to attempt to resolve the matter informally at the lowest administrative level considered responsible for the alleged violation, misinterpretation, or misapplication of the Agreement.
  - 2. The formal written grievance shall state the grievance, the provision or provisions of the Agreement involved, and the remedy sought. It shall be signed or countersigned by the

Association President and shall be filed with the Superintendent within the time limit imposed under Paragraph C, 1 above.

3. The Superintendent shall schedule a hearing to be held within fifteen (15) days after receipt of the grievance and shall notify the Association President of the time and place of the hearing at least seven (7) days in advance. The Superintendent shall give the Association President a written decision regarding the grievance within five (5) days after the hearing.

E. Arbitration

1. In the event the Association is not satisfied with the Superintendent's disposition of the grievance or in the event that the decision is not rendered within the time limit, the Association may take the grievance to arbitration within twenty (20) days after receipt of the decision or after the expiration of the time limit, whichever is applicable.
2. Arbitration shall be conducted under the rules of the American Arbitration Association except as may otherwise be provided herein.
3. If there is a dispute regarding arbitrability, the arbitrator shall first hear that dispute. If the arbitrator is prepared to make a decision at that time, the substantive issue may be introduced with the arbitrator's concurrence. If the arbitrability issue is not decided, another hearing shall be scheduled by the arbitrator to hear the substantive issue if the arbitrability decision allows.
4. The arbitrator's decision shall not be contrary to Alaska law or to the terms of this Agreement, and the decision shall be strictly limited to the question of the alleged violation, misinterpretation, or misapplication of the terms of the Agreement.
5. The arbitrator's decision shall be final and binding on both parties except as provided under Alaska law.
6. The fees and expenses of the arbitrator shall be borne equally by the District and the Association.

F. Rights of Teachers to Participate

1. No reprisals shall be taken by the District against any grievant or other participant in the grievance procedure.

**403 SCOPE OF AGREEMENT**

- A. During its term, this Agreement may be modified only by the written agreement of the District and the Association.
- B. Nothing contained in this Agreement shall be construed to deny or restrict the Teacher's rights and responsibilities under Alaska or United States law.

**404 DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2010, or on the date of full ratification, whichever is later, and shall remain in effect through June 30, 2013. Notwithstanding, this Agreement shall remain in effect after the termination date during bargaining for a successor agreement in accordance with 8AAC 97.280(d).

**405 CONFORMITY TO LAW**

If any provision of this Agreement is held to be contrary to law by a court or agency having competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such court or agency, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into bargaining within twenty (20) days to replace the provision.

**406 AGREEMENT DISTRIBUTION**

The District shall print the Agreement and provide a copy to every Teacher no later than fifteen (15) days following ratification by both parties. In addition, the District shall provide the Association with an electronic copy of the Agreement in MS Word format. The newly hired Teacher shall be given a copy of the Agreement along with his/her individual contract.

**407 MANAGEMENT RIGHTS**

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

**408 STRIKES**

The Association and the Teacher agree that there shall be no strike, sick out, or slow down during the term of this Agreement and before true impasse has been reached in bargaining for a successor agreement. Any strike shall conform to Alaska law.

**500 NON-JEOPARDY**

The Teacher shall not suffer at the hands of the District discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association membership or any legal Association activity.

**501 USE OF SCHOOL FACILITIES**

Upon twenty-four (24) hours prior notice to the Unit Administrator, the Association shall have the right to use designated school facilities and equipment for meetings and other Association activities if not otherwise in use. The Association shall pay \$100.00 annually for the use of equipment, materials, and supplies. The Association shall not charge long-distance tolls to the District's account.

**502 AVAILABILITY OF BOARD PACKETS AND MINUTES**

The District shall make available to the Association prior to each Board meeting a complete packet excluding items for Board executive sessions. The packet shall be mailed to the Association President at the time it is mailed to Board members. The Unit Administrator shall make a Board packet available for review.

**503 ASSOCIATION LEAVE**

- A. The District shall allow ten (10) days of leave per work year for Association-approved activities. Association leave shall be without pay unless it is covered by the Association leave bank.
- B. The Teacher may contribute personal leave in one half (1/2) day increments to the Association leave bank by giving written, signed notice to the Business Office to be received not later than October 15. Not more than ten (10) leave days may be in the bank during any work year. Unused bank leave may be carried over to the next work year. The Teacher who uses leave from the bank shall be compensated at the regular rate.
- C. Written notice from the Association President or designee of the impending use of Association leave shall be given at least twenty-four (24) hours in advance. The notice shall specify whether the leave is without pay or from the bank and shall be given to the Unit Administrator of the employee to be on leave. Association leave shall be taken in half (1/2) day increments.
- D. Association leave shall not be available during the first or last five (5) scheduled work days of the work year, on an in-service day, or tandem to a holiday or vacation period. Association leave shall be available to the Teacher for a maximum of three (3) consecutive work days. On any given day, Association leave shall be available to a maximum of three (3) Teachers. No more than two (2) Teachers from Tok School or one (1) Teacher from any other school may be on Association leave on the same day.

**504 RIGHT TO ASSOCIATION REPRESENTATION**

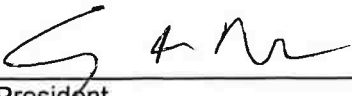
The Teacher has the right to request Association representation at any meeting with an administrator at which the Teacher has a reasonable belief that a reprimand or other disciplinary action may occur. The Teacher's exercise of this right may not unduly interfere with the District's operations.

**505 VALIDATION**

The duly authorized representatives of the parties have executed this Agreement on March 22<sup>nd</sup>, 2010.

ALASKA GATEWAY EDUCATION ASSOCIATION

ALASKA GATEWAY SCHOOL DISTRICT

 3/31/10  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member