

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

~~July 1, 2025 – June 30, 2026~~

July 1, 2026 – June 30, 2029

~~Ralph Watkins~~David Langford, Superintendent, Chatham School District Date

~~Mary Zika~~Megan Bishop, President, Chatham-NEA Date

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NEGOTIATED AGREEMENT PREAMBLE

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

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

ARTICLE I GENERAL PROVISIONS

Section 1. General Recognition.

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

Section 2. Conformity to Law.

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

Section 3. Duration.

This Agreement and each of its provisions is binding and effective July 1, ~~2025~~2026, upon signing by the President of the Association and the Board. This Agreement shall remain in full force and effect until June 30, ~~2026~~2029.

Section 4. Reproduction of Agreement.

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

Section 5. Definitions.

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

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

Section 6. Time Limits.

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

Section 7. Negotiations.

- (a) Either party may initiate negotiations for a successor agreement by written request to the other on or after November 15, ~~2025~~2028. Upon such initiation, the parties shall exchange proposals no later than January 10, ~~2026~~2029. In no event shall the exchange occur less than ten (10) days after receipt of notice. The initial proposals shall minimally contain all proposed new and/or amended articles or sections.
- (b) The parties shall establish a mutually convenient date and time on or after February 1 for the first meeting of the negotiation teams.
- (c) Each team shall have complete authority to reach tentative agreements (TA' s) which shall be signed by both parties upon request. All TA's are subject to ratification by the whole BOARD and bargaining unit and ratification shall be by entire package only
- (d) In the event that negotiations are not completed by the first day of May, or that a stalemate is reached earlier either team shall have the option to notify the other of impasse in written form stating areas of agreement and disagreement. This deadline shall, by mutual written agreement, be extended. Only those items of disagreement shall be presented to the mediator or the advisory arbitrator.
- (e) If either party declares an impasse, and calls for a mediator, both parties hereby agree in advance to accept the assistance of a mediator from the Federal Mediation and Conciliation

Service. Mediation sessions shall be at the call of the mediator.

- (f) If mediation fails to bring about an agreement on the items in dispute, then either party shall request advisory arbitration, which shall be conducted under the jurisdiction of the American Arbitration Association.

ARTICLE II ASSOCIATION RIGHTS

Section 1. Non-Discrimination.

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

Section 2. Association Right to Information.

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

Section 3. Use of Equipment and Facilities.

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

Section 4. Association Leave.

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

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

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

Section 5. Dues Deduction

Upon the teacher's written authorization on the District's payroll withholding authorization form (which shall be provided to the Union President), the District shall deduct the yearly Association membership dues from the teacher's paycheck in equal monthly installments beginning with the October payroll and concluding with the May payroll. The amount of the dues deducted shall be in accordance with a written notice submitted by the Association President by September 30 of their hire date and provide the Association with relevant contact information of each new hire.

Authorization shall be valid from year to year. Notwithstanding, the District shall discontinue such deductions upon written notice from the teacher to the Association received between June 1 and September 15 of any school year. The District shall deliver the dues collected and an itemized list of teachers paying dues to the Association President or their designee, not later than the tenth day of the following month. The Association agrees to indemnify and hold the Board harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Association of Board pursuant to the article. This indemnification shall not apply to any claim, demand, suit or other form of liability that may arise as a result of any negligence or willful misconduct by the Board.

ARTICLE III TEACHER RIGHTS

Section 1. School Year and School Day.

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

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

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

Section 2. Preparation Time

All teachers shall have at least sixty (60) minutes of an uninterrupted preparation period to be taken in the morning unless approved by the superintendent. Teachers shall have an additional 30 minutes between the end of the student day and the end of the contract day.

After-school preparation time may be interrupted for staff or IEP meetings, and admin will make every effort to notify staff as far in advance of these meetings whenever possible, and no less than 24 hours prior to the IEP meeting.

Section 23. Right to Representation.

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

Section 34. Personnel Files.

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

Section 45. Evaluations (Ref. AS 14.20.149)

- (a) The District shall prepare a written evaluation of each non-tenured teacher in the District at least twice during each school year and tenured teachers at least once during each school year, except where less frequent evaluation is permitted by law and the District elects that option for a particular tenured teacher in a particular year.
- (b) The Superintendent shall communicate to each teacher the criteria the District shall employ to

evaluate teacher performance by the fall in-service or the teacher's first work day, whichever date is earlier. The evaluation form to be used to record and summarize evaluation results shall be delivered to each teacher within the same time limit.

- (c) The completed written evaluation form shall be signed by the evaluator and delivered to the teacher. The teacher shall sign and return the evaluation form to the Superintendent with any comments within fifteen (15) days of such delivery. Failure to sign and return the evaluation form within fifteen (15) days shall constitute a waiver of the teacher's right to comment on the evaluation and a copy of the evaluation may thereafter be placed in the teacher's personnel file without the teacher's signature.
- (d) A teacher shall be notified of information that is given to the District from outside sources, as per board policy, regarding the teacher's performance prior to the incorporation of such information in the teacher's evaluation.
- (e) Support staff such as counselors, school nurse, psychologist, etc., shall be evaluated on an instrument that shall be developed especially for that job description.
- (f) The District shall provide a teacher a copy of his or her personnel file at any time during, or after they have left employment in the district upon the submission of a notarized letter requesting information along with a money order made out to the Chatham School District for \$5.00.
- (g) Evaluations shall be consistent with AS 14.20.149.

Section 56. Release Time for Meetings.

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

Section 67. Staffing.

- (a) Posting of Vacancies. Written notice of vacant position(s) that occur during the school year, August 1 to June 1, shall be posted in all school buildings as the vacancy occurs. All vacancies shall be open exclusively to in-district transfers or certified staff for a minimum of ten (10) days, if the vacancy is not filled, it shall be advertised to the general public. The District shall send a copy of this announcement to the Association president. The notice shall state the site of the vacancy, the qualifications needed to fill the position, and the date by which applications must be delivered. If a vacancy occurs after the school year ends, only those teachers who have specifically requested such a position pursuant to (e) (2) of this article shall be contacted in writing or telephone by the District. The teacher shall have a responsibility of notifying the Superintendent of his/her address and telephone number or any change thereto. Upon contact by the district, the teacher shall have five (5) days to

indicate interest in said position to the Superintendent.

- (b) Qualifications: Qualifications that the District shall consider in filling vacancies include.
 - (1) Certification and/or endorsement(s);
 - (2) An appropriate major or minor;
 - (3) Satisfactory evaluation for the year preceding the request for transfer;
 - (4) Training and/or successful experiences related to curricular and/or extracurricular assignments listed in the notice of position vacancy;
 - (5) Tenure and length of teaching experience within the District;
 - (6) Reasonable needs of the District.
- (c) Vacancy. A position is considered vacant if (1) the administration declares the position to be vacant; (2) the district creates a new teaching position.
- (d) Transfers. "Transfers" means reassignment of a teacher to a teaching assignment in a school site outside the community of the teacher's then-current teaching assignment. This section does not restrict the District's authority to reassign teachers within a school site or a community.
- (e) Voluntary Transfers.
 - (1) The District shall evaluate applications seeking a voluntary transfer to an open teaching position based on the qualifications stated in the notice of the open teaching position. Applicants currently employed by the District shall be preferred to applicants not currently employed by the District if qualification of each, as determined by the District, are equal.
 - (2) A District teacher may deliver a written request for a transfer or change of assignment within the school site where the teacher is employed to the District describing by type or location the transfer or assignment sought. The District shall maintain file of requests so received. On request, a teacher who has been denied a vacant position so requested shall be provided a written statement of the reasons for the denial.
 - (3) The District may pay the cost of a teacher's moving expenses in connection with a voluntary transfer.
- (f) Involuntary Transfers. There is a mutual recognition that some involuntary transfers from one school to another within a school system are unavoidable if all efforts to voluntarily transfer an employee have been exhausted. The Superintendent shall make any involuntary transfer or reassignment decisions. Said transfers or reassignments shall be based on least seniority, educational program and/or enrollment decisions as outlined in CSI) Board Policy.

- (1) Any teacher may resign, or if tenured, take a leave of absence for up to one year, without penalty in lieu of accepting an involuntary transfer.
 - (2) The District shall pay the cost of moving a teacher's household goods and family in an involuntary transfer. Costs of a move shall be approved by the Superintendent or his/her designee prior to the move.
 - (3) An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. The teacher shall, at his/her option, have a representative present at the meeting. Such meeting may be telephonic.
 - (4) The District shall provide the certified employee fourteen (14) days, exclusive of holidays, notice before the transfer occurs and shall be given seven (7) days on in-service time to prepare for the new position. Any retraining required by the District shall be at District expense.
- (g) Teacher Exchange.
- (1) Pursuant to 4 AAC 30.010.

Section ~~78~~. Extended Contracts.

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

Section ~~89~~. Travel Expenses.

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

- (1) The per diem rate for meals shall be \$75.00. Except when the District or Conference/Seminar organizer provides meals, per diem is not appropriate. With breakfast being \$15, lunch \$25, dinner \$35 and broken down depending on travel times.
- (2) Lodging and commercial air, water and ground transportation shall be reimbursed or, at the option of the District, paid in advance.

Section ~~910~~. Non-retention and Dismissal.

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

Section ~~10~~11. Certificated Staff Reduction in Force.

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

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

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

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

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

- A) Temporary hires
- B) Emergency or provisionally certified teachers
- C) Reverse seniority, unless it results in a position not being filled by a qualified teacher. In addition, a tenured teacher, who because of portability has less seniority than a nontenured teacher, shall be retained in favor of the non-tenured teacher if the tenured teacher is qualified to fill a remaining position. The Board's determination and decision shall be

considered final

- D) A teacher laid off pursuant to this clause shall be entitled to a preference for rehire by the District in accordance with the provision of AS 14.20.177

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

Section ~~11~~12. New Teachers.

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

- (1) Certified Staff Handbook
- (2) Benefits Handbook
- (3) Negotiated Agreement
- (4) Voluntary Sick Leave Bank Enrollment Form

Section ~~12~~13. District Committees.

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

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

Section 14. Staff Meetings

Building principals or designee shall have no less than one (1) staff meeting per month.

ARTICLE IV LEAVES

Section 1. Personal Leave.

- (a) Teachers shall be granted up to five (5) days of personal leave per year, which may accumulate from year to year to a maximum of ten (10) days shall be granted to all teachers.

- (b) At the end of the year, at a teacher's option, a teacher may elect to be paid at their current daily rate of pay for each day of accrued but unused personal leave.
- (c) Personal leave shall be granted to teachers with a 48-hour notification to the building principal. This 48-hour notification will be waived when all sick leave has been exhausted and personal leave is being used for sick leave purposes outlined in Section 2.
- (d) If sick leave is exhausted, personal leave can be used if it is noted at the time the absence is entered into Frontline for the waiving of the 48-hour notice.
- (e) If less than 48-hour notification is given the personal leave may be denied and or change to unpaid leave.
- ~~(f)~~ One (1) teacher per site shall be granted personal leave on the day prior and/or the day immediately following the Christmas holiday break on a first come first serve basis. Additional staff may be granted leave at the discretion of the Superintendent or designee.
- ~~(f)(g)~~ When developing the school calendar, the Board will take into consideration the ferry schedule for travel purposes to and from communities in an effort to reduce absenteeism.

Section 2. Sick Leave.

- (a) Sick leave shall be granted to all certificated staff at the rate of one and one-third (1-1/3) days for each month of service during the school year accumulative to twelve (12) days. All sick leave shall be credited at the beginning of the school year. (4 AAC 15.040)
- (b) Sick leave may be taken due to illness or temporary disability of the employee or a member of his/her immediate family. Employees shall also be allowed to use sick leave for dental and doctor appointments for themselves or members of their immediate families.
- (c) A teacher may use up to ten (10) days of sick leave for an emergency in the teacher's immediate family. An emergency includes, but is not limited to, death, a missing person, or other critical problems not covered above.
- (d) The District may require the teacher that uses in excess of five (5) consecutive days of sick leave to give to the Superintendent a written certification of serious illness or injury from a doctor, or if a doctor is not available in the teacher's community, another licensed medical professional. If a requested verification note is not provided, the sick leave days may be converted to personal leave or leave without pay.
- (e) Birth and Adoption Leave — Teachers shall be allowed to use sick leave for an extended period of time for the birth or adoption of his or her baby. The leave shall be approved by the Superintendent or his designee consistent with the requirements of state and federal laws

relating to such leaves.

- (f) Family Medical Leave — Teachers are entitled to receive family and medical benefits as provided in state and federal law. Paid sick leave shall be substituted for unpaid family and medical leave where the employee is eligible to use sick leave for the purpose for which the leave has been granted. (AS 39.20.500-39.20.550; 29 CFR 825.100-800)

Section 3. Sick Leave Bank.

A. Purpose

A sick leave bank shall be established to enable members, because of unusual circumstances, to draw additional sick leave after their earned sick and personal leave has been exhausted.

B. Sick Leave Bank Committee

The sick leave bank shall be administered by a governing committee of 2 bank members elected by the bank membership and one administrator appointed by the Superintendent. The committee shall meet as frequently as is necessary to consider leave requests and to otherwise administer the bank. The committee shall promptly record and report all leave transactions to the District's business manager. The Association President shall receive a Sick Leave Bank Balance Report when requested. A Balance Report request may be made no more than once per month.

C. Participation

Participation in the Sick Leave Bank is voluntary. Teachers may become members of the bank by contributing one day of earned sick leave annually within the first thirty calendar days of the beginning of the school year, or, for new employees, within the first calendar days of commencing employment with the District, and thereafter within the first thirty calendar days of the beginning of the school year. To opt-in, Teachers will complete the form opting into the bank. This information will be included with new hire information packets for all new teachers per Article III Section 11.

Membership in the bank shall be continuous after initial enrollment unless the member provides written notification to the District's business manager of the members' intent to withdraw within fifteen school days of the beginning of the school year in which the member wishes to withdraw. Withdrawing members may not withdraw previously contributed sick leave days.

D. Application and Approval Process

The process for requesting use of the sick leave bank shall be as follows. The teacher shall complete the sick leave bank request form located in Frontline Central or other Human Resource Management Software. This form, once submitted, will go to all-required parties

the Sick Leave Bank Committee for approval and processing. Failure to use the proper process may result in denial of the sick leave bank request. Only participating employees may request leave from the Bank.

HR/DO will verify eligibility when the sick leave bank request is received. The Committee will review applications within five (5) workdays of receiving the request. Written approval or denial of the request will be delivered to the employee within five (5) days of review.

E. Medical Certification

Documentation from a licensed medical provider is required to qualify for leave from the Bank. The licensed medical provider's statement shall clearly certify the necessity for sick leave, describe why the Teacher's condition necessitates leave from work, and probable duration of the need for leave.

F. Day Allowance

Members may receive up to twice the number of sick leave days the member had accumulated before the first day of the school year in which the member applied for the leave, or twenty-four days, whichever is greater. In the case of severe illness or extreme hardship, a member may be permitted to withdraw more leave at the discretion of the sick leave bank governing committee, with the consent of the Board.

A member who has exhausted all earned sick leave and personal leave and who requires additional sick leave due to unusual circumstances resulting in the member's illness or disability may apply to the bank for additional sick leave.

A member withdrawing days from the bank is not required to replace the days withdrawn except as a contributing member.

G. Additional Assessments

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

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

Section 4. Legal Leave.

If a teacher misses work because of jury duty, or if a teacher is required by a subpoena to give

testimony before a judicial tribunal in a proceeding in which the teacher is not a party (i.e. plaintiff, defendant, etc.), the teacher shall be paid his/her normal compensation for any periods of work so missed.

Section 5. Leave of Absence.

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

- (d) Within thirty (30) days of the teacher's return to the District, a full written report shall detail the substance of the leave taken, what was gained from the leave, how the teacher intends to use what he/she gained from the leave, and a statement as to the value of the leave to the teacher and to the District.

Section 6. Bereavement Leave

A total of three (3) days per fiscal year shall be paid by the District for bereavement leave and be separate from sick and personal leave. These days may be allowed for an absence occasioned by death or impending death of an employee's or spouse's immediate family.

ARTICLE V SALARY AND OTHER MONETARY BENEFITS

Section 1. Placement on the Salary Schedule.

- (a) Experience credit.

- (1) A maximum of ten (10) years of out of District teaching experience ~~inside Alaska~~ is allowed for ~~initial~~ salary placement.

- (2) The District will grant up to five (5) years of like-job experience for individuals holding a Type M or C certificate. When combined with teacher experience, initial placement is not to exceed ten (10) years. Like job experience shall be accompanied by documented reference and approved at the discretion of the Superintendent ~~The total allowances received under subparts (1) and (2) shall not exceed ten (10) years.~~

- (b) Initial Placement. Initial placement on the salary schedule shall be based on the following criteria:

- (1) Courses counted for credit past the bachelor's or master's degree must be entered after the date of the award of the bachelor's or master's degree.

- (2) All courses counted for credit past the bachelor's degree shall be semester equivalent courses in (a) education, (b) content area, and/or (c) related to education.

- (3) Any teacher hired before July 1, 1999 shall be held harmless for past salary payment with respect to step and credit placement; however, the District may make an appropriate adjustment in the event an inadvertent error has been made with respect to counting of credits and/or years of experience for the current and any future period of time or contract.

- (c) To qualify for credit on the salary schedule, experience outside the District shall have been full time employment as a classroom teacher with a public elementary or secondary school.

(d) Subsequent Placement.

- (1) Courses that teachers take for the purposes of an increased column movement on the salary schedule shall be courses in:
 - (i) education;
 - (ii) content area;
 - (iii) related to education; and/or
 - (iv) District program priorities
- (2) All courses shall be related to the teaching assignment or potential teaching assignment of the teacher.
- (3) Course credit used for salary purposes shall be:
 - (i) from the University of Alaska, or
 - (ii) from an institution authorized to operate in the state by the Alaska Commission of Post-Secondary Education, or
 - ~~(iii)~~ (iii) at an accredited institution of higher education, or
 - ~~(iii)~~ (iv) Vocational and Technical Trainings.
- (4) Proposals for such courses and trainings shall be submitted to the Superintendent for prior approval such approval shall be based on the criteria in (1) (3) of this subsection. A teacher shall request approval of a multiyear plan to take courses and trainings.
- (5) Applications, transcripts, or other supporting documents must be delivered to the Superintendent by November 1 of the year for which the teacher seeks placement or advancement unless other arrangements have been approved in writing by the Superintendent to the teacher.
- (6) Teachers will notify the District with the form in Appendix A upon completion of coursework that would result in movement between columns on the salary schedule.

Section 2. ~~2025-2026~~ Salary Schedules.

- (a) The FY 27 salary schedule will be adjusted by 4.75% (four point seven five percent). Teacher salaries for 2025-2026 shall be calculated on the following salary schedules. If the District continues to receive Federal Forestry Receipts in FY 2026, the District shall award

no less than 25% of the Forestry receipts to teacher COLA (cost of living adjustment), here after shall be called stipends. These cost of living stipends are not bonuses and shall not be linked to teacher goals, or performance indicators. The following salary schedules shall be adopted.

- (b) ~~The FY 28 salary schedule will be adjusted by 4% (four percent)In FY 26, if the Base Student Allocation is permanently increased by at least \$570, the FY 25 salary schedule shall be adjusted by 2% (two percent).~~
- (c) ~~The FY 29 salary schedule will be adjusted by 3% (three percent)In FY 26, the steps 4-15 will be renumbered to be 1-12, and salaries will be rounded to the nearest whole dollar.~~

Salary Schedule ~~2025-2026~~ 2026-2027

No permanent BSA increase

	Column-I	Column-II	Column-III	Column-IV	Column-V	Column-VI	Column-VII
Step	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
1	\$52,206.00	\$53,772.00	\$55,385.00	\$57,047.00	\$58,758.00	\$60,521.00	\$62,337.00
2	\$53,772.00	\$55,385.00	\$57,047.00	\$58,758.00	\$60,521.00	\$62,337.00	\$64,207.00
3	\$54,848.00	\$56,493.00	\$58,758.00	\$60,521.00	\$62,337.00	\$64,207.00	\$66,133.00
4	\$55,945.00	\$57,623.00	\$60,521.00	\$62,337.00	\$64,207.00	\$66,133.00	\$68,117.00
5	\$57,064.00	\$58,775.00	\$61,732.00	\$64,207.00	\$66,133.00	\$68,117.00	\$70,161.00
6	\$58,205.00	\$59,951.00	\$62,966.00	\$66,133.00	\$68,117.00	\$70,161.00	\$72,265.00
7		\$61,150.00	\$64,226.00	\$67,456.00	\$70,161.00	\$72,265.00	\$74,433.00
8			\$65,510.00	\$68,805.00	\$71,564.00	\$74,433.00	\$76,666.00
9				\$70,181.00	\$72,995.00	\$76,666.00	\$78,966.00
10					\$74,455.00	\$78,200.00	\$81,335.00
11						\$79,764.00	\$82,962.00
12							\$84,621.00

	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII
Step	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
<u>1</u>	<u>\$55,779.00</u>	<u>\$57,452.00</u>	<u>\$59,176.00</u>	<u>\$60,952.00</u>	<u>\$62,780.00</u>	<u>\$64,663.00</u>	<u>\$66,604.00</u>
<u>2</u>	<u>\$57,452.00</u>	<u>\$59,176.00</u>	<u>\$60,952.00</u>	<u>\$62,780.00</u>	<u>\$64,663.00</u>	<u>\$66,604.00</u>	<u>\$68,602.00</u>
<u>3</u>	<u>\$58,602.00</u>	<u>\$60,360.00</u>	<u>\$62,780.00</u>	<u>\$64,663.00</u>	<u>\$66,604.00</u>	<u>\$68,602.00</u>	<u>\$70,660.00</u>
<u>4</u>	<u>\$59,775.00</u>	<u>\$61,567.00</u>	<u>\$64,663.00</u>	<u>\$66,604.00</u>	<u>\$68,602.00</u>	<u>\$70,660.00</u>	<u>\$72,779.00</u>
<u>5</u>	<u>\$60,970.00</u>	<u>\$62,799.00</u>	<u>\$65,958.00</u>	<u>\$68,602.00</u>	<u>\$70,660.00</u>	<u>\$72,779.00</u>	<u>\$74,963.00</u>
<u>6</u>	<u>\$62,189.00</u>	<u>\$64,055.00</u>	<u>\$67,276.00</u>	<u>\$70,660.00</u>	<u>\$72,779.00</u>	<u>\$74,963.00</u>	<u>\$77,211.00</u>

<u>7</u>		<u>\$65,336.00</u>	<u>\$68,623.00</u>	<u>\$72,073.00</u>	<u>\$74,963.00</u>	<u>\$77,211.00</u>	<u>\$79,528.00</u>
<u>8</u>			<u>\$69,994.00</u>	<u>\$73,515.00</u>	<u>\$76,462.00</u>	<u>\$79,528.00</u>	<u>\$81,913.00</u>
<u>9</u>				<u>\$74,985.00</u>	<u>\$77,992.00</u>	<u>\$81,913.00</u>	<u>\$84,371.00</u>
<u>10</u>					<u>\$79,551.00</u>	<u>\$83,553.00</u>	<u>\$86,903.00</u>
<u>11</u>						<u>\$85,224.00</u>	<u>\$88,640.00</u>
<u>12</u>							<u>\$90,413.00</u>

Permanent BSA increase of \$570 or more with 2%

	Column-I	Column-II	Column-III	Column-IV	Column-V	Column-VI	Column-VII
Step	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
<u>1</u>	<u>\$53,250.00</u>	<u>\$54,847.00</u>	<u>\$56,493.00</u>	<u>\$58,188.00</u>	<u>\$59,933.00</u>	<u>\$61,731.00</u>	<u>\$63,584.00</u>
<u>2</u>	<u>\$54,847.00</u>	<u>\$56,493.00</u>	<u>\$58,188.00</u>	<u>\$59,933.00</u>	<u>\$61,731.00</u>	<u>\$63,584.00</u>	<u>\$65,491.00</u>
<u>3</u>	<u>\$55,945.00</u>	<u>\$57,623.00</u>	<u>\$59,933.00</u>	<u>\$61,731.00</u>	<u>\$63,584.00</u>	<u>\$65,491.00</u>	<u>\$67,456.00</u>
<u>4</u>	<u>\$57,064.00</u>	<u>\$58,775.00</u>	<u>\$61,731.00</u>	<u>\$63,584.00</u>	<u>\$65,491.00</u>	<u>\$67,456.00</u>	<u>\$69,479.00</u>
<u>5</u>	<u>\$58,205.00</u>	<u>\$59,951.00</u>	<u>\$62,967.00</u>	<u>\$65,491.00</u>	<u>\$67,456.00</u>	<u>\$69,479.00</u>	<u>\$71,564.00</u>
<u>6</u>	<u>\$59,369.00</u>	<u>\$61,150.00</u>	<u>\$64,225.00</u>	<u>\$67,456.00</u>	<u>\$69,479.00</u>	<u>\$71,564.00</u>	<u>\$73,710.00</u>
<u>7</u>		<u>\$62,373.00</u>	<u>\$65,511.00</u>	<u>\$68,805.00</u>	<u>\$71,564.00</u>	<u>\$73,710.00</u>	<u>\$75,922.00</u>
<u>8</u>			<u>\$66,820.00</u>	<u>\$70,181.00</u>	<u>\$72,995.00</u>	<u>\$75,922.00</u>	<u>\$78,199.00</u>
<u>9</u>				<u>\$71,585.00</u>	<u>\$74,455.00</u>	<u>\$78,199.00</u>	<u>\$80,545.00</u>
<u>10</u>					<u>\$75,944.00</u>	<u>\$79,764.00</u>	<u>\$82,962.00</u>
<u>11</u>						<u>\$81,359.00</u>	<u>\$84,621.00</u>
<u>12</u>							<u>\$86,313.00</u>

Salary Schedule 2027-2028

	Column I	Column II	Column III	Column IV	Column V	Column VI	Column VII
Step	BA	BA+10	BA+20	BA+30	BA+54 or MA	BA+72 or MA+18	BA+96 or MA+36
<u>1</u>	<u>\$58,010.00</u>	<u>\$59,750.00</u>	<u>\$61,543.00</u>	<u>\$63,390.00</u>	<u>\$65,291.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>
<u>2</u>	<u>\$59,750.00</u>	<u>\$61,543.00</u>	<u>\$63,390.00</u>	<u>\$65,291.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>
<u>3</u>	<u>\$60,946.00</u>	<u>\$62,774.00</u>	<u>\$65,291.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>
<u>4</u>	<u>\$62,166.00</u>	<u>\$64,030.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>	<u>\$75,690.00</u>
<u>5</u>	<u>\$63,409.00</u>	<u>\$65,311.00</u>	<u>\$68,596.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>	<u>\$75,690.00</u>	<u>\$77,962.00</u>
<u>6</u>	<u>\$64,677.00</u>	<u>\$66,617.00</u>	<u>\$69,967.00</u>	<u>\$73,486.00</u>	<u>\$75,690.00</u>	<u>\$77,962.00</u>	<u>\$80,299.00</u>

<u>7</u>		<u>\$67,949.00</u>	<u>\$71,368.00</u>	<u>\$74,956.00</u>	<u>\$77,962.00</u>	<u>\$80,299.00</u>	<u>\$82,709.00</u>
<u>8</u>			<u>\$72,794.00</u>	<u>\$76,456.00</u>	<u>\$79,520.00</u>	<u>\$82,709.00</u>	<u>\$85,190.00</u>
<u>9</u>				<u>\$77,984.00</u>	<u>\$81,112.00</u>	<u>\$85,190.00</u>	<u>\$87,746.00</u>
<u>10</u>					<u>\$82,733.00</u>	<u>\$86,895.00</u>	<u>\$90,379.00</u>
<u>11</u>						<u>\$88,633.00</u>	<u>\$92,186.00</u>
<u>12</u>							<u>\$94,030.00</u>

Salary Scheduled 2028-2029

	<u>Column I</u>	<u>Column II</u>	<u>Column III</u>	<u>Column IV</u>	<u>Column V</u>	<u>Column VI</u>	<u>Column VII</u>
<u>Step</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>BA+54 or MA</u>	<u>BA+72 or MA+18</u>	<u>BA+96 or MA+36</u>
<u>1</u>	<u>\$59,750.00</u>	<u>\$61,543.00</u>	<u>\$63,389.00</u>	<u>\$65,292.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>
<u>2</u>	<u>\$61,543.00</u>	<u>\$63,389.00</u>	<u>\$65,292.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>
<u>3</u>	<u>\$62,774.00</u>	<u>\$64,657.00</u>	<u>\$67,250.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>	<u>\$75,691.00</u>
<u>4</u>	<u>\$64,031.00</u>	<u>\$65,951.00</u>	<u>\$69,268.00</u>	<u>\$71,346.00</u>	<u>\$73,486.00</u>	<u>\$75,691.00</u>	<u>\$77,961.00</u>
<u>5</u>	<u>\$65,311.00</u>	<u>\$67,270.00</u>	<u>\$70,654.00</u>	<u>\$73,486.00</u>	<u>\$75,691.00</u>	<u>\$77,961.00</u>	<u>\$80,301.00</u>
<u>6</u>	<u>\$66,617.00</u>	<u>\$68,616.00</u>	<u>\$72,066.00</u>	<u>\$75,691.00</u>	<u>\$77,961.00</u>	<u>\$80,301.00</u>	<u>\$82,708.00</u>
<u>7</u>		<u>\$69,987.00</u>	<u>\$73,509.00</u>	<u>\$77,205.00</u>	<u>\$80,301.00</u>	<u>\$82,708.00</u>	<u>\$85,190.00</u>
<u>8</u>			<u>\$74,978.00</u>	<u>\$78,750.00</u>	<u>\$81,906.00</u>	<u>\$85,190.00</u>	<u>\$87,746.00</u>
<u>9</u>				<u>\$80,324.00</u>	<u>\$83,545.00</u>	<u>\$87,746.00</u>	<u>\$90,378.00</u>
<u>10</u>					<u>\$85,215.00</u>	<u>\$89,502.00</u>	<u>\$93,090.00</u>
<u>11</u>						<u>\$91,292.00</u>	<u>\$94,952.00</u>
<u>12</u>							<u>\$96,851.00</u>

Section 3. Head Teacher.

- (a) The District may assign a Head Teacher to a given site. The Head Teacher shall report to a Type "B" Certificated Administrator or the superintendent. The Head Teacher is responsible for limited administrative duties of the school as outlined in the Head Teacher Job Description of the school and for leadership to the Advisory School Board. The salary of the Head Teacher shall reflect the extra duties inherent in the position. The Head Teacher shall receive a minimum of \$7,000.00 a school year with an additional increase of \$250.00 for each consecutive year in the position not to exceed five (5) years.

- (b) Administrative Duties: the Site Administrator may assign a teacher to be acting site

administrator in his/her absence from the school site. The teacher accepting this temporary assignment shall be responsible for maintaining safe and routine school environments for students and staff, and shall be compensated ~~\$100.00~~ ~~\$50.00~~ per day while assuming this leadership responsibility.

Section 4. Extra/co-Curricular Activities.

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

Extra/Co-curricular Schedule

Experience	1-4 Years	5-8 Years	9-12 Years	12+ Years
Basketball	\$3200 <u>\$3520</u>	\$3300 <u>\$3630</u>	\$3500 <u>\$3850</u>	\$3700 <u>\$4070</u>
Track/Cross Co.	\$1700 <u>\$1870</u>	\$1750 <u>\$1925</u>	\$1800 <u>\$1980</u>	\$1850 <u>\$2035</u>
Volleyball	\$1950 <u>\$2145</u>	\$2000 <u>\$2200</u>	\$2050 <u>\$2255</u>	\$2100 <u>\$2310</u>
Wrestling (3+)	\$2145 <u>\$1950</u>	\$2200 <u>\$2000</u>	\$2255 <u>\$2050</u>	\$2310 <u>\$2100</u>
Drama/Debate	\$1450 <u>\$1595</u>	\$1650 <u>\$1500</u>	\$1550 <u>\$1705</u>	\$1600 <u>\$1760</u>
Archery	\$1595 <u>\$1450</u>	\$1500 <u>\$1650</u>	\$1705 <u>\$1550</u>	\$1760 <u>\$1600</u>

- (c) The total amount of the stipend to be paid for any extra/co-curricular activity shall not exceed the amount budgeted for the stipend for that activity by the site administrator and the Superintendent.
- (d) Coaches shall receive their extra duty contract prior to the date the activity is set to commence.

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

- (a) Compensated extra co-curricular activities beyond the seven and a half (7.5) hour contract

day shall be awarded in the following order.

- (1) The certified employee incumbent in an extra/co-curricular activity shall be given preference for reassignment to the same position when the extra/co-curricular position is assigned for the following year, provided that the incumbent's performance is satisfactory to the District.
 - (2) Any qualified teacher in the building who volunteers.
- (b) If the Board chooses not to rehire a teacher for an extra/co-curricular activity for a subsequent year, the teacher shall be notified on or before the last day of the school year. At the teacher's request, a written explanation for the Board's decision shall be provided.
 - (c) Nothing in this section obligates the District to award any extra/co-curricular contract to any teacher. Certified staff shall not be involuntarily assigned extra/co-curricular activities

Section 6. Payroll Deductions and Direct Deposit.

- (a) District employees may choose to have only three (3) payroll deductions for a tax-sheltered annuity, I.R.A. accounts and/or mutual funds of their choice. The teacher can ~~only~~ make ~~one~~ two changes per year. In the event of an unforeseen qualifying life event, as defined by the Federal Office of Personnel Management, the District shall allow for a third change.
- (b) Rent for all staff housing shall be deducted from monthly paychecks.
- (c) District employees shall have their Association and/or National Education Association dues withheld from their monthly paychecks.

Section 7. Compensatory Time.

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

Section 8. Method of Payment.

By notifying the Superintendent of Schools prior to September 12, any teacher may elect to receive his/her salary in 10 equal installments rather than 12. However, any remaining salary earned shall be paid to the employee on the last day of the regular 180 day school term, except for delays caused by emergency. The June, July, and August paychecks may be deposited in three successive

payments beginning June 25, 26, and 27th before the end of the fiscal year.

Section 9. Medical Insurance.

- (a) The parties agreed to the Public Education Health Trust Medical Plan C / Dental Plan A.
- (b) The District will pay 86.4% towards the monthly premium with the employee paying 13.6%.
- (c) The monthly premium shall be the tiered rate.
- (d) Employees shall be allowed to receive coverage both as an employee and as a dependent of another employee. Dependents shall be allowed to be claimed by more than one employee for purposes of insurance coverage.
- (e) The employee, in lieu of accepting District health insurance coverage may elect to receive a payment of ~~\$300.00~~\$400 per month to be paid to the employee monthly. Once this option is selected, the employee shall only change their election to receive District health insurance coverage at the beginning of a new school fiscal year.
- (f) The District and the Association shall form a committee for the purpose of studying alternative health insurance programs and proposals.

Section 10. District Housing Rentals.

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

Teachers who rent housing where there is no district housing available may be eligible for a housing stipend pursuant to the following terms:

- (a) Teachers will be eligible for a monthly stipend to cover rent costs (excluding utilities).
- (b) Teachers shall be eligible for a monthly stipend for monthly rent payments greater than \$740. There will be a cap of \$500 per month.
- (c) For example, if a teacher's monthly rent is \$1,000 the teacher would receive a \$260 monthly stipend. If the teacher's monthly rent is \$1240, the teacher would receive a \$500 monthly stipend. If the teacher's monthly rent is \$1,500, the teacher would still receive a \$500

monthly stipend.

- (d) To be eligible for the housing stipend, the teacher must provide a copy of their rental agreement or lease to the District. If utilities are included in the rent charged, the teacher must provide a letter from the landlord documenting the monthly cost of utilities, and that would be deducted from the amount of the stipend.

Teachers who own a house will not be eligible for the stipend. The amounts listed here will change depending upon the teacher housing rental cost changes, if any.

Section 11. District Mileage Reimbursement

Most of our teachers live within 1-3 miles of the school they work in. However, sometimes teachers are only able to obtain housing options in other towns like Haines or at the farthest points in our communities like Glacier Bay National Park and Rink Creek Residences in Gustavus.

Chatham School District shall do a mileage reimbursement for travel to and from school Monday through Friday for employees living 10 or more miles away from the school site at a rate outlined in Standard Operating Procedures Number 7. A mapquest or other map application shall document miles from the school to their home address with the monthly request.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. General Provision.

- (a) The purpose of this procedure is to secure the lowest possible administrative level and equitable solution to problems that may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be informal and confidential as shall be appropriate at any level of the procedure.
- (b) Grievance; any claim by a teacher or group of teachers that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of this Agreement.
- (c) Instances where more than one employee is eligible to file a grievance, all testimony and evidence generated by the eligible grievant shall be presented in one hearing at each level. The resolution of the grievance shall apply to all eligible signatories to the grievance.
- (d) A grievance shall be initiated as soon as possible but not to exceed twenty-five (25) days after the grievant knew of the act or condition upon which the grievance is based. Failure of a grievant to comply with this or any other time limited specified herein shall operate as a waiver of the grievance.
- (e) Neither the Board nor the Association shall take reprisals against anyone participating in or

utilizing the grievance procedure.

- (f) The grievant shall have the right to be represented at all stages of the grievance procedure, including appeals, by a representative of the Association.
- (g) Specified time limits may be extended or reduced by mutual consent.
- (h) Failure of the grievant to satisfy any requirement or abide by any procedure made mandatory under this Article shall result in forfeiture of the pending grievance.
- (i) Failure of the grievant to participate in any informal meeting or any hearing required by the Article shall result in a waiver of the grievance at that level and forfeiture of any right to appeal to a higher level
- (j) The filing or pending filing of any grievance under provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Board to take action complained of, subject, however to the final decision of the grievance
- (k) Any arbitrator appointed pursuant to this Article shall be without power or authority to add to, subtract from, or amend any of the terms of this Agreement, award damages or make any decision that requires commission of an act prohibited by law. The arbitrator shall not rule on any matter involving retention or non-retention of non-tenured staff.
- (l) As long as the Association fulfills its responsibilities to screen grievances, as evidenced by a written statement of screening, dated and signed off on, by the existing executive committee, including a written authorization indicating who has the authority to proceed with grievances on behalf of the Chatham-NEA, e.g., Alaska-NEA for timeliness, so that alleged violations of this agreement are not inappropriately processed through the grievance procedure, questions of grievability and arbitrability shall be resolved simultaneously with the merits of a grievance.
- (m) The District and Association shall equally bear the costs for any arbitrator appointed pursuant to this Article. Each party shall bear its own costs associated with the arbitration.
- (n) All grievance hearings shall be in the District Office unless another venue is mutually acceptable.
- (o) Prior to filing a formal grievance at Level I, the teacher shall meet informally with the Principal (in person or by telephone) to discuss the matter of the grievance. The teacher shall advise the Principal at least four (4) days in advance of the meeting that the purpose of the informal meeting is to discuss a possible grievance and to attempt to informally resolve the grievance.

Section 2. Initiation and Processing.

(a) Level 1

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

(b) Level 2.

If the disposition of the grievance at Level 1 is not acceptable to the grievant, he/she may submit an appeal to the Superintendent, within ten (10) days after issuance of the Principal's disposition at the Level 1. Immediately, but no more than fifteen (15) days after the Superintendent's receipt of the grievance, the Superintendent shall provide an opportunity for the grievance to meet with the Superintendent. As soon as possible but not to exceed ten (10) days after the meeting, the Superintendent shall provide the grievant with a written disposition of the grievance. The Superintendent shall provide the grievant a written disposition of the grievance within ten (10) days after the conclusion of the meeting.

(c) Level 3

If the disposition of the grievance at Level 2 is not acceptable to the grievant, he/she may submit an appeal to the Board by submitting a written request of appeal to the Superintendent, addressed to the Board President, within ten (10) days after issuance of the Superintendent's disposition at the Step 2. The Board shall conduct a hearing on the grievance immediately but not to exceed thirty (30) days of receipt of the written request. Both the grievant and the Administration shall have the right

to record the hearing, to call witnesses and to cross-examine witnesses called by the other. The grievant shall be notified at least ten (10) days prior to the date of the hearing as to the time and place of the hearing. The Board shall provide the grievant a written disposition of the grievance within ten (10) days after the conclusion of the hearing.

(d) Level 4

If the disposition of the grievance at Level 3 is not acceptable to the grievant, the Association may, within ten (10) days after issuance of the Board's decision at Level 4 request binding arbitration of the grievance pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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