

SOUTHEAST ISLAND SCHOOL DISTRICT COLLECTIVE AGREEMENT



~~2013-2016~~ 2017-2020

(with an update to the 2016-2017 salary schedule)

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PREAMBLE

This agreement is entered into to encourage harmonious working relationships between the SOUTHEAST ISLAND SCHOOL DISTRICT, hereinafter called the DISTRICT, and the SOUTHEAST ISLAND EDUCATION ASSOCIATION, hereinafter called SIEA.

WHEREAS the DISTRICT and SIEA recognize and declare that providing a quality education depends predominately upon the quality and morale of the teaching service; and

WHEREAS the parties have a statutory obligation to negotiate in good faith with respect to matters pertaining to the employment and the fulfillment of the professional duties of teachers; and

WHEREAS the parties have reached certain understandings which they desire to confirm in the agreement:

THEREFORE it is hereby agreed as follows:

ARTICLE I - DEFINITIONS

1. DISTRICT shall mean the Southeast Island School District.
2. Superintendent shall mean Superintendent of the DISTRICT or designee.
3. Teacher shall mean a person who is required to obtain a valid Alaska Teaching Certificate as a part of the qualifications for the position for which the person is employed, except Superintendent, Assistant Superintendent, and Principals.
4. Day or week shall mean work day or work week, unless otherwise specified, excluding the following holidays: Labor Day, Thursday and Friday of Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.
5. ASSOCIATION shall mean the Southeast Island Education Association.
6. CCRT shall mean Cooperative Contract Review Team.
7. Seniority is determined by the number of years a certificated tenured teacher is employed by the DISTRICT.
8. Extended Contract addresses contracted days outside of the collective agreement.

ARTICLE II - RECOGNITION

Pursuant to the terms of Alaska Statute [23.40.070-260](#), the DISTRICT recognizes SIEA as the representing agent of the teachers for the duration of this agreement.

ARTICLE III - CONTRACT REVIEW

The DISTRICT will provide administrative leave with pay for ASSOCIATION Cooperative Contract Review Team members, but reserves the right to conduct negotiations outside of the

school day. The parties will agree to the time and location of all negotiating sessions by mutual consent.

ARTICLE ~~IV~~4 - COLLECTIVE AGREEMENT

1. Collective Agreement shall mean this document. This Collective Agreement and its provisions are effective as of July 1, ~~2013~~2017 and shall remain in effect until June 30, ~~2016~~2020.
2. A re-examination of this Collective Agreement in the areas of Insurance, Legislative Action(s), Housing, Salary/Revenue, Fair Share, Extending the Contract year length, Consolidation, and/or an unanticipated issue with regard to wages, hours, and other working conditions will occur during the term of this contract if the CCRT determines it is necessary.
3. If a new agreement has not been reached by June 30, ~~2016~~2020, this Collective Agreement will remain in effect until such time as an agreement is reached.
4. The DISTRICT shall distribute a copy of this Collective Agreement to each contracted teacher at the time of employment or within thirty (30) workdays of employment.
5. The SIEA shall distribute a copy of this Collective Agreement to all contracted teachers at the time of ratification or within thirty (30) workdays of ratification.

ARTICLE ~~V~~5- CONFORMITY TO LAW

If any section or provision of this agreement is held to be contrary to law by a court of competent jurisdiction or by action of the Alaska State Legislature, that section or provision will be deemed invalid. All other sections and provisions of the contract will continue in full force and effect. If judicial and/or legislative action impacts provisions of this agreement, the CCRT will meet for the purpose of changing only the section or provision affected by such action.

ARTICLE ~~VI~~6 – LEAVE

1. General Provisions
 - A. Approved leaves do not constitute a break in service for retirement purposes according to AS 14.20.345. Unpaid leave will affect the ability of teachers to collect retirement benefits if they work less than 172 days a year.
 - B. An individual's seniority within the DISTRICT shall remain unchanged during a leave.
 - C. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, provided the teacher returns to duty at the expiration of the approved leave.

- D. The teacher will provide notice or request leave ~~not less than thirty (30) days, or as soon as practicable;~~ prior to the date the leave is to begin.
 - E. One (1) day of leave shall be equal to the number of contracted hours for the day.
2. Compensated
- A. Personal Leave
 - I. Each teacher shall be entitled to three (3) work days of leave with full pay during each school year, accumulating to a maximum of five (5) workdays; ~~accumulating to a maximum of seven (7) work days, for the purpose of attending to personal matters. Any personal leave days exceeding the maximum of seven (7) work days will be transferred to sick leave.~~ Upon termination, all personal leave days will be cashied out ~~transferred to sick leave.~~ A maximum of two (2) personal leave days may carried over each year; the remaining days will be cashied out at \$200 per day.
 - II. Personal leave days will be prorated for teachers employed for less than the standard contract.
 - III. No more than one (1) day of personal leave may be used in conjunction with holidays or scheduled vacations. Personal leave may not be used during the first or last week in session of a school year, during teacher work days, the day before or after winter break, during inservice days, during state-wide testing windows, or during parent/teacher conference periods. Exceptions may be approved by the Superintendent.
 - IV. The Principal or lead teacher will be notified in time to secure a qualified substitute teacher.
 - B. Leave for Jury Duty

A teacher called for jury duty shall receive his/her regular salary for the time necessary and remit to the DISTRICT any stipend received as compensation for such duties.
 - C. Sick Leave

Sick leave shall be provided pursuant to 4 AAC 15.040.
 - D. Sick Leave Bank
 - I. There is established a Sick Leave Bank which any certified employee may voluntarily join. Requests for the use of the Sick Leave Bank will be submitted to a Sick Leave Committee. The Sick Leave Committee will consist of three (3) ASSOCIATION appointees.
 - II. Certified employees who choose to join and/or withdraw from the Sick Leave Bank must do so within thirty (30) work days of the start of their school year.

- III. Each certified employee enrolling in the Bank will donate one (1) day of his/her own sick leave to the Bank upon enrollment.
 - IV. In the event that the Bank becomes totally depleted during membership year, each member of the Bank will donate an additional day to a maximum donation of two (2) days per year per participating certified employee.
 - V. A certified employee withdrawing from membership with the Bank will not be able to withdraw the contributed days.
 - VI. A certified employee will not be able to withdraw days from the Bank until his/her sick leave is depleted.
 - VII. A certified employee withdrawing sick leave days from the Bank will not have to replace those days except as a regular contributing member of the Bank.
 - VIII. Sick leave days may be withdrawn from the Bank for a certified employee illness or injury.
 - IX. Request for use of Bank days must be accompanied by a letter verifying the need for such leave from the attending physician.
 - X. A Bank member may withdraw not more than twice the days of sick leave he/she has accumulated before the first day of school in any school year, or twenty-four (24) work days, whichever is greater.
 - XI. Any decision made by the Sick Leave Bank Committee may be appealed by the affected teacher to the School Board or designee. The decision of the School Board or designee shall be final.
- E. Emergency
- The DISTRICT agrees that ten (10) work days including travel time will be charged to sick leave in the event of death, serious injury, or serious illness in the immediate family. Immediate family also includes in-laws, grandparents, foster and stepchildren, and foster and stepparents. Additional leave time will be charged to personal leave and then to [uncompensated](#) leave ~~without pay~~.
- F. Parental Leave
- I. A teacher may request leave for the purpose of the birth or adoption of a child. The teacher may return to work after the termination of pregnancy (or date of adoption). ~~The teacher or~~ may also take a leave of absence as provided by [the Family Medical Leave Act \(FMLA\)](#) or [the Alaska Family Leave Act \(AFMLA\)](#).
 - II. A teacher not covered by FMLA or AFMLA is entitled to take a total of nineteen (19) days of leave immediately preceding and/or following childbirth or adoption. This leave shall be first charged to sick, then personal, and then uncompensated leave.

III. If the parental leave granted is twelve (12) weeks or less, the teacher shall be assigned to the same position occupied before the leave.

G. Administrative Leave

Administrative leave requires Superintendent approval.

H. ASSOCIATION Leave

I. Each year the ASSOCIATION shall be provided with fifteen (15) work days of administrative leave to be used by officers or agents of the ASSOCIATION for ASSOCIATION business. Such leave shall be subject to prior approval of the ASSOCIATION President with at least ten (10) work days prior notice by the ASSOCIATION President to the Superintendent, and subject to the same prohibitions which apply to the use of personal leave in Section 2 (A) 3 of this Article. In the event that ten (10) work days notice is not possible, the ASSOCIATION President shall provide notice of the planned absence as soon as possible, with such prior notice not being less than five (5) workdays. No individual officer or agent shall use more than five (5) workdays of such leave per year without ASSOCIATION President approval. In a negotiating year, an additional four (4) days can be added for the purpose of bargaining. After those four (4) days are used, the superintendent can designate time outside of the school day for negotiating sessions.

II. In addition to the above, each year there will be a total of five (5) work days of administrative leave for the purpose of processing a grievance pursuant to Article VI: Informal/Formal Grievance Procedure. Such use shall be subject to the approval of the ASSOCIATION President, and shall be subject to the same requirements for prior notice to the Superintendent pursuant to Section H (1) of this Article.

3. Uncompensated

Health and retirement benefits may be continued at the expense of the teacher while on uncompensated leave to the extent allowed by law.

A. Educational

I. A leave of absence, without pay and benefits, may be granted tenured teachers for one (1) school year in accordance with DISTRICT policy and subject to the terms of this agreement. Such leave may be for the purpose of study, travel, teaching in another school district, working in a professionally related field, or for other educationally related reasons.

II. A definite plan for the use of such leave must be submitted in writing at the time leave is requested. 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.

- III. The teacher on leave must provide the Superintendent with written notice of his/her plan to return to the DISTRICT by February 1 of the year the teacher is on leave. A failure of the teacher to provide such written notice shall be treated by the DISTRICT as a termination of the teacher's right to return to employment with the DISTRICT.
 - IV. Upon notice that the teacher wishes to return to the DISTRICT, the teacher shall be assigned a teaching position in the DISTRICT.
 - V. If no vacancy exists because the enrollment drops to the extent that the only teaching positions available are held by tenured teachers, two (2) options are possible:
 - a. The returning teacher may request that the leave of absence be continued for another one (1) year period, or
 - b. The teacher in the DISTRICT with the least qualifying seniority according to the seniority list will be laid off to create a position for the returning teacher, providing the returning teacher has greater seniority.
 - VI. If necessary, other teachers will be reassigned in order to guarantee an appropriate placement for the returning teacher.
 - VII. All requests for and responses to educational leave requests shall be made in writing.
 - VIII. Within thirty (30) workdays 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 gained from the leave; and a statement as to the probable value of the leave to the teacher and to the DISTRICT.
 - IX. A leave of absence may be renewed upon the recommendation of the Superintendent for a one (1) year period.
- B. National
- Uncompensated leave ~~Leave without pay and without~~ benefits for up to two (2) years shall be granted any teacher who serves in the Peace Corps or Vista Volunteers. The return from national leave shall be pursuant to the terms of Section 3. A. (4) of this Article.
- C. Military Training
- Military ~~leave without pay~~ uncompensated leave ~~and without~~ benefits shall be granted to employees who are ordered to training duty, as distinguished from active duty.
- D. Other Approved Uncompensated Leave ~~Without Pay~~
- Approved uncompensated leave without ~~pay and or~~ benefits may be granted to tenured teachers for one (1) school year. The return from leave shall be pursuant to Section 3. A (3), (4), and (5) of this Article.

4. Sabbatical

Sabbatical leaves, as established by AS 14.20.280 – AS 14.20.350, shall be encouraged for each employee in the DISTRICT who meets or surpasses the conditions as outlined in the Alaska Statutes. Leave will require Board approval of a proposal and will be negotiated case by case. A contract will be submitted that will clearly define expectations and obligations of both parties.

ARTICLE VII-7 - EVALUATION

The DISTRICT will provide by policy, in accordance with Alaska Statutes and Regulations, a procedure whereby teachers participate in the development and revision of teacher evaluation instruments.

ARTICLE VIII-8 - TEACHER RIGHTS

1. Open File - A teacher's personnel file shall be maintained under the following conditions.
 - A. All materials in the teacher's personnel file shall be available to the teacher upon request.
 - 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.
 - C. The teacher shall have the right to answer any material filed, and this answer shall be attached to the file copy.
 - D. Upon request, the teacher may have a copy of anything in the teacher's personnel file within a reasonable time. This does not apply to confidential material authorized by the teacher during the hiring process.
 - E. Any complaint not called to the attention of a teacher in a timely manner will not be used as a basis for any disciplinary action against the teacher.
2. Academic Freedom
Academic freedom is guaranteed to teachers with no special limitations, subject to professional responsibility.
3. Duty Free Lunch
A period of thirty (30) minutes for duty free lunch is guaranteed to the teacher.
4. Personal Freedom
 - A. Teachers shall be entitled to full rights of citizenship and personal life outside the classroom and in conformity with the law.
 - B. Each teacher has the right to criticize the school system, program, or officials in accordance with AS 14.20.095.

ARTICLE ~~IX~~9 - ASSOCIATION RIGHTS

SIEA shall have the right to use school and DISTRICT Office facilities and equipment, provided that this shall not interfere with or interrupt normal school operations. SIEA shall pay the DISTRICT for all reasonable costs incident to any such use of DISTRICT equipment at school sites or at the DISTRICT Office.

ARTICLE ~~X~~10 - SCHOOL DAY

The length of the school day for each teacher within the DISTRICT shall be seven (7) hours for a school week with five (5) instructional days and maximum of eight (8) hours for a school week with four (4) instructional days, exclusive of a thirty (30) minute duty-free lunchtime.

ARTICLE ~~XI~~11 - EXTRA DUTY ASSIGNMENTS

Acceptance of extra duty assignments is at the option of the teacher.

ARTICLE ~~XII~~12 - STUDENT TEACHERS

In cooperation with a college/university, the DISTRICT shall encourage the placement of student teachers who have been screened by the DISTRICT. Teacher acceptance of this responsibility will be on a voluntary basis.

ARTICLE ~~XIII~~13 - HOUSING FOR TEACHERS.

- ~~1. An additional four hundred fifty (\$450.00) per month will be added to all full time teacher salaries for a housing allotment.~~
- ~~2. Teachers living in DISTRICT housing will be charged rent, not to exceed six hundred fifty dollars (\$650.00) per month.~~
- 3.1. The DISTRICT will rate the quality of the housing units between occupancy. The Maintenance Supervisor will determine the ratings. Ratings are fair, good, very good, or excellent. The Housing Quality Rating list will be made available upon request.

4.2. Rent will be based on the following schedule and shall not increase during occupancy:

Rental Schedule

<u>Unit Description</u>	<u>Rate for Teachers Who Occupied the Unit in FY 2017</u>	<u>Rate for Teachers Who First Occupied the Unit in FY 2018 or Later</u>
<u>Efficiency</u>	<u>\$200</u>	<u>\$200</u>
<u>Fair</u>	<u>\$250</u>	<u>\$400</u>
<u>Good</u>	<u>\$325</u>	<u>\$500</u>
<u>Very Good</u>	<u>\$400</u>	<u>\$600</u>
<u>Excellent with up to three (3) bedrooms</u>	<u>\$550</u>	<u>\$750</u>
<u>Excellent with four (4) or more bedrooms</u>	<u>\$650</u>	<u>\$850</u>

- ~~\$250 — Fair units~~
- ~~\$325 — Good units~~
- ~~\$400 — Very good units~~
- ~~\$550 — Excellent units with up to three (3) bedrooms~~
- ~~\$650 — Excellent units with four (4) or five (5) bedrooms~~

5.3. Teachers in DISTRICT housing will be responsible for payment of heat and utilities, and subject to the terms and conditions of any lease developed by the DISTRICT and entered into between the DISTRICT and any teacher. The DISTRICT will consult with SIEA before amending the terms and conditions of such lease.

4. Deposits, such as security and pet deposits, may be charged in accordance with Alaska Statute 34.03.070

6.5. Teachers may live in DISTRICT housing if available, and when it meets the individual and/or family needs:

- A. The Superintendent or Designee shall consider individual and/or family needs and the waiting list when assigning housing.
- B. When a teacher begins teaching in a particular community and housing is unavailable, the teacher may request to be placed on a site-based housing waiting list.
- C. Teachers residing in district housing may request to be placed on the housing waiting list in order to obtain preferred housing.
- D. Housing will be assigned upon availability.
- E. The waiting list will be made available upon request.

- F. Priority for housing assignment will be based on an individual's numerical position on the waiting list and individual and/or family needs. In the event that housing becomes available priority will be given to teachers. All non-certificated staff leases will be subject to review and/or renewal on June 30.
- G. Staff leaving the district must vacate within 30 days of end of employment and by June 30 if completing the school year.
- H. All district housing is designated nonsmoking.

- 6. When a teacher is hired and/or leaves during a contract year, the rent and/or housing stipend will be prorated based on the teacher's actual dates of occupancy.
- 7. [The DISTRICT shall comply with all rules and regulations outlined in the Alaska Uniform Residential Landlord and Tenant Act \(AS 34.03.010 – 360\)](#)

ARTICLE ~~XIV~~-14 - RIGHT TO MAKE RECOMMENDATIONS

During regular Board meetings, recommendations from SIEA will be considered in forming policy.

ARTICLE ~~XV~~-15 - HIRING, ASSIGNMENTS, AND TRANSFERS

- 1. Hiring Practices – General
 - A. The Administration ~~shall establish an Advisory Committee to assist the Administration in~~ [will work with the local Advisory School Council to](#) identifying position requirements, teacher attributes, qualifications, and site criteria for vacant positions ~~in the district.~~
 - B. ~~Advisory Committee members will be chosen from the following stakeholder groups: specific site staff and teacher(s) or teacher(s) from a similar site, the local Advisory School Council, and district administration.~~ [The Advisory School Council president will assign a member of the Advisory School Council to the Interview Committee. This person](#) will participate in the interview(s) unless circumstances do not allow time for the group to meet. In this case, the Administration will strive to meet the criteria established by the Advisory ~~Committee~~[School Council](#).
 - C. The DISTRICT and SIEA recognize that the ~~first~~-[initial](#) consideration for placement of teachers shall be the welfare of students, recommendations of the Advisory ~~Committee~~[School Council](#), and the viability of the school.
 - D. The DISTRICT and SIEA also recognize the desirability of making assignments that consider the teacher's qualifications, seniority, interests, [and aspirations](#), ~~and the recommendations of the Advisory Committee.~~
 - E. In the event of a reduction of certified staff, pursuant to Article XVIII of this agreement, voluntary transfer procedures may be set aside.

- F. Final decision is left to the district administration. To these ends, the DISTRICT shall make placements of teachers in accordance with the provisions of this Article.
 - G. The DISTRICT shall have the right to offer signing, relocation, and/or longevity bonuses to teachers. Whether or not to offer a bonus, and the amount of any bonus, shall be at the sole discretion of the Board.
2. Vacant Positions
- A. A position will be considered vacant if the teacher who previously held the position no longer does so, although nothing requires the DISTRICT to fill any vacant position. In the event a position is filled during the school year, that position will be considered vacant for the following school year.
 - B. Notice of new or vacant positions that occur during the school year will be ~~posted on the SISD web page until filled, and~~ emailed to district certified staff through district email at the time the opening occurs and, if necessary, posted on the Alaska Teacher Placement website until filled.
 - C. Positions of an emergency nature will remain open for a minimum of one (1) calendar day. When the district intends to use this contact provision, they will contact SIEA. Positions of a non-emergency nature will remain open for a minimum of five (5) calendar days.
 - D. If a vacancy occurs after June 1, the DISTRICT will use teacher contact information to attempt to notify teachers who have specifically requested a position. The teacher shall notify the DISTRICT of his or her interest in said position within the posting timeline pursuant to 2. C. of this article. The teacher shall have the responsibility of notifying the DISTRICT of any change in the contact information.
3. Voluntary Transfers
- A. DISTRICT teachers will be given preferential consideration when applying for new or vacant positions with the DISTRICT on the basis of experience, qualifications, and seniority, provided that the individual also meets the needs established by the Advisory Committee.
 - B. All teachers requesting a voluntary transfer for the following school year shall file their requests with the Superintendent ~~as soon as possible after a vacancy is posted.~~ Such requests shall either indicate:
 - I. The specific location(s) and position(s) to which the teacher is interested in transferring; or
 - II. That the teacher is requesting notification of all vacancies.
 - C. If the teacher refuses the offer of transfer to a specifically requested position, or withdraws the transfer request, the teacher will be dropped from the transfer request list as to the specifically requested location only.
 - D. A teacher shall be qualified for a position if the teacher has:

- I. The required certification and endorsement(s);
 - ~~II. A major or minor (as the position requires) in the area and the necessary Highly Qualified status;~~
 - ~~III.~~ II. Satisfactory evaluations for the two (2) successive years preceding the request for transfer. The year of the transfer request will be counted as one (1) of the two (2) years; and
 - ~~IV.~~ III. Training and/or successful experiences that qualify for curricular assignments listed in the position specifications.
 - ~~V.~~ IV. Met the Advisory Committee's criteria.
- E. Preferential Consideration
- I. If there is one (1) qualified teacher within the DISTRICT who has requested a vacancy, that teacher will receive preferential consideration for the position
 - II. If more than one (1) similarly qualified teacher has requested a transfer to a vacant position, the teacher most senior in his/her assignment will receive preferential consideration for the transfer.

4. Involuntary Transfers and Involuntary Reassignments

- A. Definitions: An involuntary transfer is a transfer between schools by administrative action. An involuntary reassignment is a complete change in a teaching assignment within a school site by administrative action. A move is when, due to an involuntary transfer, a teacher moves their household from one community to another. A position filled by involuntary transfer or involuntary reassignment is not considered a new or vacant position.
- B. There is mutual recognition that some involuntary transfers or reassignments are necessary. Any involuntary transfer or reassignment will be made by the Superintendent only after a meeting between the teacher(s) involved and the Superintendent. The teacher shall be notified of the reasons in writing.
- C. If, due to an involuntary transfer during the school year, the teacher does move, the Superintendent will provide ten (10) working days for the move and transition. If, due to an involuntary transfer, a teacher does not move, the Superintendent will provide five (5) working days for the transition. In the event of an involuntary reassignment during the school year the Superintendent will provide three (3) working days for the transition.
- D. If the involuntary reassignment or transfer is made with less than the allotted number of days (identified in paragraph C above) before the teacher's new contracted position begins, the teacher will be given the remaining number of days by compensated leave. For example, if a reassignment is given two (2) days before the teacher's contracted position begins, the teacher will receive one (1) additional day to prepare for the transition.
- E. A tenured teacher who chooses not to accept an involuntary transfer ~~may~~ will be granted an uncompensated leave of absence for one (1) year pursuant to

Uncompensated Personal Leave, Article ~~VII-7~~. 3. D. The teacher must provide the Superintendent with written notice of his or her plan to return to the district by February 1 of the year that the teacher is on leave. When an involuntary transfer occurs, the teacher can resign without penalty.

~~5.~~ | Moving Expenses

- A. The District wants to provide reasonable compensation to teachers who move as a result of an involuntary transfer. For any involuntary transfer, the District shall reimburse necessary moving expenses upon receiving receipts for moving expense at the most economical means available. The logistics of the move will be determined by the District. All costs are subject to preapproval. ~~Only those expenses determined to be economical, necessary and reasonable shall be reimbursed. All costs are subject to pre-approval.~~ Moving expenses shall be paid in compliance with AS 14.20.148.

~~6.5.~~ Automatic Rehiring

- A. All tenured teachers shall be automatically rehired each year if not notified of non-retention on or before ~~March~~-May 15 (AS 14.20.140 and AS 14.20.177). If this date is changed by statute, the date identified by statute shall supersede.
- B. All non-tenured teachers shall be automatically rehired each year if not notified of non-retention on or before April 30 of each school year.

~~7.6.~~ Notice of Assignment

Positions for the following school year are not required to be posted until after initial assignments have been made. Unfilled positions that remain after initial assignments are made will be posted. Each teacher will receive written notice of the teacher's assigned location when offered re-employment for the following school year. Such notice shall generally occur no later than May 30, or, if the decision to hire the teacher has been made after May 30, at the time the teacher is offered employment for the following school year. Such notice:

- A. May be waived due to unanticipated circumstances as determined by the Superintendent, including, but not limited to, subsequent available vacancy, decreased enrollment, school closures, program changes, or fiscal exigency;
- B. Is subject to change pursuant to Sections 3 and 4 of this Article.

ARTICLE ~~XVI-16~~ – TERMINATION

1. In an effort to honor the spirit of just cause, it is the intention of the parties to this agreement that the provisions of the Alaska Statutes be followed with regard to dismissal and non-retention of non-tenured and tenured teachers.
2. A teacher who has not acquired tenure rights is subject to non-retention for the school year following the expiration of the teacher's contract for any cause that the DISTRICT determines to be adequate. However, at the teacher's request the teacher shall receive a written statement of the cause of non-retention as stated in AS14.20.175. The teacher will be notified on or before April 30.

3. A teacher who has acquired tenure rights is subject to nonretention for the following school year as pursuant to AS 14.20.149 and AS 14.20.175.
4. Notification of teacher dismissal or suspension shall be in writing. A teacher or his/her representative(s) will be directly involved in an investigation of cause when suspension occurs. The teacher is to be apprised to the right to a hearing pursuant to AS 14.20.175 and/or AS 14.20.180.
 - A. The hearing shall take place within fifteen (15) working days after the receipt by the DISTRICT of the request, and the teacher shall receive notification of the hearing five (5) working days prior to the date of the hearing.
 - B. The teacher or his/her representative(s) shall be released for the hearing without loss of pay.
5. Other Terminations
 - A. If the individual teacher's contract is arbitrarily terminated by the teacher, the DISTRICT may refer the matter to the Professional Teaching Practices Commission.
 - B. The individual teacher's contract may be terminated without prejudice by mutual consent of the teacher and the Superintendent upon written notice by either party and the written consent of the other party.
 - ~~B.C.~~ If the teacher resigns or terminates the individual teacher's contract without the written consent of the DISTRICT, the teacher shall be liable for five (5) days of pay at the daily salary rate as liquidated damages.

ARTICLE XVII-17 - REDUCTION IN FORCE

1. Definitions
 - A. The term "reduction in force" or layoff as used herein refers to action by the DISTRICT to reduce the number of certificated tenured staff (AS 14.20.177) due only to decreased enrollment or if the basic need of the DISTRICT decreases by three per cent (3%) or more from the previous year, as determined as pursuant to AS14.17.410 (b)(1) and adjusted under AS14.17.225(b).
 - B. Layoff means an unpaid leave of absence until the teacher's right to recall ends.
2. In the event it becomes necessary to reduce the number of teachers in the DISTRICT, the DISTRICT and SIEA agree that the intent of this article is to allow for the least disruption of the education program and to cause the least deviation from the present assignment of personnel. In accordance with Alaska Statute AS 14.20.177 (except Section 3), the following sections apply:
 - A. Before the DISTRICT lays off any tenured teacher, the school board shall adopt a layoff plan. The plan must identify academic and other programs that the DISTRICT intends to maintain in implementing the layoff plan. The plan

must also include procedures for layoff and recall of tenured teachers consistent with this section. The DISTRICT and SIEA will collaborate to develop this plan pursuant to Article XVIII, Sections 3. A. – 3. E.

- B. Except as provided in this subsection the DISTRICT may place a tenured teacher on layoff status only after the DISTRICT has given notice of non-retention to all non-tenured teachers. However, the DISTRICT may retain a non-tenured teacher and place on layoff status a tenured teacher if there is no tenured teacher in the DISTRICT who is qualified to replace the non-tenured teacher. The DISTRICT shall comply with the notice requirements pursuant to AS14.20.140 in placing a tenured or non-tenured teacher on layoff status.
- C. For purposes of this section, a tenured teacher is considered qualified for a position if the position is in:
 - I. Grades K-8 and the teacher has an elementary endorsement;
 - II. Special education and the teacher has a special education endorsement;
 - III. An established middle school and the teacher has:
 - a. An elementary endorsement;
 - b. A middle school endorsement; or
 - c. A secondary certificate with a subject area endorsement in the area of assignment in which the teacher in the position will spend at least forty per cent (40%) of his/her time; or if the teacher has been evaluated sometime during the previous five years as meeting the DISTRICT's performance standards in the subject areas taught; or
 - IV. Grades 9-12 and the teacher has an endorsement for each subject area in which the teacher in the position will spend at least 40% of his/her time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the DISTRICT before being laid off, received an evaluation stating that his/her performance in the subject or subjects meets the DISTRICT performance standards.

3. Implementation

- A. In the event a layoff is necessary, the district-wide seniority list of tenured teachers shall be the basis for this reduction in staff.
 - I. By October 1 of each school year, the DISTRICT shall develop the seniority list, which will be distributed to each teacher.
 - II. When a teacher disagrees with his or her position on the seniority list, the teacher will contact the Superintendent for correction.
 - III. Seniority will be computed from the date the original contract was signed by the teacher.

- IV. Compensated leaves shall not be considered as interruptions of years of service.
- B. In the case of equality of seniority within those categories identified in Section 2. C. above, the tenured teacher with the greatest number of semester-equivalent credits beyond the bachelors degree or in the major field of the teacher, shall have preference. If ties still exist, the final determination shall be made by the Superintendent.
- C. Before official action is taken on the reduction in tenured staff, the DISTRICT will discuss the proposed reduction with SIEA. SIEA will be given a ten (10) work day written notice of the proposed date of discussion.
- D. For a period of three years after layoff, a tenured teacher is on layoff status and is entitled to a hiring preference in the DISTRICT. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. When a teacher is offered in writing a teaching position under this subsection and the teacher declines the offer or fails to accept it in writing within thirty (30) calendar days, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless he/she declines the offer because he/she is contractually obligated to provide professional services to another private or public educational program.
The teacher shall have the responsibility of notifying the DISTRICT of any change of address or telephone number.
- E. A tenured teacher on layoff status is not entitled to be re-employed pursuant to AS14.20.145 (Automatic Re-employment) and does not accrue leave. Layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.

ARTICLE XVIII 18 - LEAD TEACHER SALARIES

Each school community will have a lead teacher or principal who is responsible for the administrative work of the school and for leadership in the Advisory School Council. If an Advisory School Council does not exist, the lead teacher or principal shall be responsible for leadership on school affairs in the community. Lead teachers will receive a contract at the beginning of the school year that stipulates the particulars of the lead teacher position.

1. Salaries for lead teachers [will be paid as an extra duty contract and](#) shall reflect the extra duties inherent in the position. Schedule of compensation for lead teachers is as follows:

A. [For lead teachers who held the lead teacher position in the 2016-2017 school year:](#)

<u>Size of School</u>	<u>% of Base Salary</u>
1-2 Teachers	15%
3-4 Teachers	20%
5+ Teachers	25%

For each full year as a lead teacher in the DISTRICT, not to exceed three (3) years an additional one per cent (1%) of base salary shall be added to the percentage pursuant to Section 1 above.

- B. Lead teachers who did not hold the lead teacher position in the 2016-2017 school year will be paid \$500 per month for 10 months each school year.
2. In a one (1) teacher school, the Lead Teacher will receive the full Lead Teacher stipend.
 3. For schools with two (2) or more teachers, the Lead Teacher may receive the full Lead Teacher stipend or may receive release time in lieu of part, or all of, the Lead Teacher stipend. If the Lead Teacher receives release time and no stipend, the Lead Teacher at a two (2) teacher site will receive pay for one (1) day prior the beginning of the school year and one (1) day after the end of the school year. In each such case the District, the Association and the Lead Teacher will meet to determine which option best meets the needs of the site.
 4. For purposes of this Article, base salary shall be defined as the salary in the first step of the bachelor's degree column ~~with zero (0) years experience pursuant to Appendix A – Salary Schedule.~~
 5. ~~Each newly hired lead teacher, whether paid or receiving release time, will have a three (3) month probationary period.~~

ARTICLE ~~XIX~~ 19 - TEACHER CONTRACTS

1. Standard Contracts
 - A. A standard teacher's contract shall be for a five-day school week schedule.
 - B. A standard teacher's contract shall consist of 188 days. This includes 180 days in session and two (2) or three (3) work days depending upon whether the school calendar encompasses five (5) or six (6) paid school holidays.
 - C. A standard lead teacher's contract shall consist of 190 days. This includes 180 days in session and four (4) or five (5) work days depending upon whether the school calendar encompasses five (5) or six (6) paid school holidays.
 - D. A standard teacher's and/or lead teacher's contract may be lengthened up to (10) ten days on an annual basis if the CCRT determines the need and funding is available. Notification of such determination will occur by March 16th of the year preceding implementation
2. Alternative Schedule Contracts
 - A. For alternative schedules, including, but not limited to, a four (4) day school week schedule, teachers will be contracted for the correct number of days or total hours required to meet the applicable statutory definition for "year of service" under the Teacher Retirement System

- B. If teachers on an alternative schedule contract are required to work more hours than are required on a standard contract, the teachers on the alternative contract will be compensated at an hourly rate equivalent to that which they would receive on a standard contract and will be paid for all contracted hours.
3. Extended Contracts
- Extended contracts shall be offered by superintendent or designee on a voluntary basis and paid for at the contract per diem rate.
4. Issuance of Individual Contracts
- Any individual employee contract issued by the DISTRICT shall clearly state that such contract is superseded by this Collective Agreement.
5. Certification Required
- A. A teacher, prior to entrance on duty, must file with the DISTRICT a current medical certificate in a form prescribed by the State Department of Education and Early Development and/or by the DISTRICT. A teacher shall provide a current medical certificate every three years thereafter.
- B. A teacher must be able to qualify for a valid Alaska Teaching Certificate at the time of entrance for duty. The teacher must make application for a valid Alaska Certificate according to State regulations, and shall provide the DISTRICT with an official copy of the certificate.
- C. In the event that a teacher does not hold a valid Alaska Teaching Certificate at the time of entrance to duty, or if the certificate expires during the work year, the teacher shall be placed on substitute teacher status for up to nineteen (19) workdays after which the teacher's contract shall automatically be terminated. Notwithstanding, if the teacher has met the eligibility requirements for an Alaska Teaching Certificate, and if the teacher has a complete application on file with the Alaska Department of Education and Early Development, the teacher shall be paid in accordance with the salary schedule for up to ninety (90) workdays. After the end of the ninety (90) day period, if the teacher has not been issued an Alaska Teaching Certificate, the teacher shall be placed on substitute teacher status for up to nineteen (19) workdays, after which the teacher's contract shall automatically be terminated.
- ~~C.D.~~ A teacher failing to provide a valid teaching certificate does not qualify for the Teacher Retirement System and will contribute to Social Security instead.

ARTICLE ~~XX~~20 - PAYMENTS

The DISTRICT shall pay each teacher in its employ as follows.

1. Each teacher will be paid in twelve (12) equal monthly payments.
2. Each teacher's final check will be issued after the final day of work has been completed and all required reports and/or information have been received by the DISTRICT.

ARTICLE ~~XXI~~21 - EDUCATIONAL MEETING

Each teacher, at the discretion of the superintendent, or designee will be granted administrative leave to attend educational meetings.

ARTICLE ~~XXII~~22 - INSURANCE BENEFITS

1. The DISTRICT will pay the insurance premiums for each full time certificated employee to include a basic coverage ~~for 2013-2016, as provided in 2003-2006,~~ of family health-dental-vision-audio ~~benefits~~ as well as a ten thousand dollar (\$10,000.00) life insurance and ten thousand dollar (\$10,000.00) accidental death and dismemberment benefits. Teachers shall retain the same level of coverage provided during the 2009-2010 school year ~~including but not limited to out of pocket costs, co-pay, and pharmaceutical co-pay~~ except for the additional coverage provided by the health reimbursement account. ~~A teacher may submit any expense not covered by the new provider for reimbursement subject to the current providers practice~~
2. The DISTRICT will not pay the premium for the above insurance for a spouse or dependent if the spouse or dependent is employed by the DISTRICT and is receiving, or is eligible to receive, this benefit by the DISTRICT.
3. The DISTRICT agrees to offer supplemental insurance through a district-approved provider to teachers at low group rates. Teachers are responsible for their individual premiums.
4. The DISTRICT will provide full insurance benefits for teachers who are at least half time (0.50 FTE). A teacher who has less than a half-time position may choose to receive insurance through paying the prorated premium as allowed in the insurance benefit agreement between the insurance provider and the DISTRICT. Fractions of insurance are not an option.

ARTICLE ~~XXIII~~23 - EDUCATIONAL BENEFITS

1. The DISTRICT is sensitive to the needs of teachers to grow professionally. Upon prior approval of the Superintendent or designee, a teacher shall receive reimbursement (as set out below) for up to one thousand dollars (\$1,000.00) per year for courses, tests, and workshops taken ~~to meet state and federal requirements. Upon completion of state and federal requirements, a teacher shall receive reimbursement for up to three (3) semester hours per year.~~
2. Reimbursements
 - A. Reimbursed courses must be directly related to the educational goals of the teacher and the DISTRICT and attainment of Alaska State Standards.
 - B. Reimbursement will be based upon documented costs, passing the course, or the test (~~Praxis II~~) up to the yearly contractual amount.

ARTICLE ~~XXIV~~24 - DEDUCTION OF UNIFIED ASSOCIATION DUES

Unified ASSOCIATION dues will be deducted from monthly paychecks at the written request of the ASSOCIATION member. These deductions will be deducted in equal amounts over ten (10) pay periods and to be remitted as per SIEA instructions.

ARTICLE ~~XXV~~25 - SALARY SCHEDULE PLACEMENT

1. A teacher shall be placed on the salary schedule in the highest column for which eligible.
2. Initial placement of the salary schedule shall be based upon the following criteria:
 - A. Courses counted for credit past the bachelor's or master's degree must be earned after the date of the award of the bachelor's or master's degree and after completion of a teaching credential program.
 - B. All courses counted for credit past the bachelor's degree shall be semester-equivalent courses in education, content area, and/or related to education.
 - C. Newly hired teachers may be given credit for up to six (6) years on the Bachelor's Degree column and eight (8) years on the Master's Degree column for teaching experience.
3. Subsequent Placement
 - A. Courses taken by teachers for purposes of an increased step on the salary schedule must be courses in education directly related to the teaching assignment or potential teaching assignment of the teacher. Proposals for such courses must be submitted to the Superintendent for ~~prior~~ approval.
 - B. Course credit used for salary purposes must be:
 - I. From the University of Alaska, or
 - II. From an institution authorized to operate in the State by the Alaska Commission on Post-Secondary Education, or
 - III. From an institution of higher education accredited by the Northwest ASSOCIATION of Secondary and Higher Schools or its counterpart in other regions in which the courses of study and participation have taken place fully outside the state.
4. ~~Placement~~Advancement
 - A. Notification of intent to change lanes and/or intent to enroll in a Master's program must be made in writing to the superintendent or designee by June 1.
 - B. Requests for salary schedule advancement must be made by October 1. Necessary lane change forms with all relevant official transcripts, or a copy of the request for such transcripts, must be filed by that date with the DISTRICT. For requests made after October 1, no change shall be made in salary placement, except in cases of error in original or subsequent placement. In

cases of error, the balance in error shall be deducted from or added to the remaining salary payments.

- C. Failure to comply with the above dates will void any future salary advancement for that fiscal year.
- D. It is the obligation of the teacher to provide up-to-date official transcripts to the Superintendent.
- E. Steps 14, 15, 16 are limited to teachers enrolled in an education based Master's program. ~~Teachers under contract in 2009-2010 will enter these steps if they were at least on Step 11 during 2009-2010.~~

ARTICLE ~~XXVI~~26 - COMPENSATION OF PART-TIME TEACHERS

1. Salary and Benefits

Teachers, otherwise qualified for full-time positions, who teach part of the workday under a full term contract, shall be compensated as follows:

- A. Initial salary will be the salary to which the teacher would otherwise have been entitled if the position were full-time, prorated on the basis of the part of the instructional day for which the teacher is under contract.
- B. A teacher with less than a full-time position will advance horizontally on the salary schedule, as would the teacher advance if the position were full-time.
- C. Contracted teachers serving a school term of 140 full or part-time instructional days or more shall be credited with a year of teaching service for salary schedule placement.

~~D. A teacher failing to provide a valid teaching certificate does not qualify for the Teacher Retirement system and will contribute to Social Security instead.~~

~~D.~~ A teacher who has less than a full-time position may choose to receive insurance through paying the prorated premium as allowed in the insurance benefit agreement between the insurance provider and the DISTRICT. Fractions of insurance are not an option.

~~E.~~ Personal and Sick leave days, as well as other benefits, will be prorated for teachers employed for less than the standard contract.

~~G. Housing allotments will be prorated for a teacher who has less than a full-time position.~~

2. Seniority

A teacher who has less than a full-time position of the instructional day shall accumulate at the same rate as a full-time position for purposes of Article XVIII - Reduction in Force and Article XVI - Hiring Practices.

3. Tenure

A teacher who acquires tenure in a part-time position is not entitled to and has no claim on, by acquisition of tenure, a full-time position.

ARTICLE ~~XXVII~~27- SALARY SCHEDULE

The Salary Schedule shall be as attached in Appendix A.

ARTICLE ~~XXVIII~~—28 - INFORMAL/FORMAL GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, an equitable resolution of a grievance, as that term is defined in Section 1(A) of this article.

1. General Definition:
 - A. A grievance is a claim by:
 - I. A teacher; or
 - II. The ASSOCIATION, acting with or without the concurrence of one or more teachers: that there has been a violation, misinterpretation, or misapplication of any Article or Section of this agreement.
 - B. A grievant is:
 - I. A teacher; or
 - II. The ASSOCIATION making the claim.
 - C. For the purposes of this article, "immediate supervisor" shall, in the following order, mean the Principal, Assistant Superintendent, or Superintendent.
2. General Provisions
 - A. In the event a grievance is filed which might not be resolved within the time schedule established before the end of the school year and that act should result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
 - B. Specified time limits may be extended by mutual consent.
 - C. Hearings at Level Two - Formal Grievance (and above) shall be electronically recorded. However, so long as the DISTRICT endeavors in good faith to obtain such a recording, defects or inadequacies in recording may not constitute a basis for challenge at the same level or for appeal to a higher level.
 - I. No reprisals of any kind shall be taken by the DISTRICT or any member of the administration against any participant(s) in the grievance procedure.
 - II. Any participant may be represented at his/her own expense at all stages of the grievance procedure by a person of his/her own choosing.

- III. At any level beyond the initial informal meeting, either party may present appropriate witnesses and/or documents and have access to counsel.
- IV. No grievance shall be recognized by the DISTRICT, SIEA, or any arbitrator unless such grievance has been presented initially at the appropriate level within thirty (30) workdays of when the grievant knew or should have known of the occurrence of the act or condition upon which the grievance is based. If not so presented, the right of grievance will be forfeited.
- V. Failure at any step of this procedure to communicate the decision in writing on a grievance or possible grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limit shall act as a bar to any further appeal.
- VI. 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.
- VII. Failure of the grievant to participate in any informal meeting or any hearing required by this Article shall result in waiver of the grievance at that level and forfeiture of any right to appeal to a higher level.
- VIII. The filing or pending filing of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.
- IX. Any arbitrator appointed pursuant to this Article shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement, award damages or make any decision, which requires commission of an act prohibited by law. The arbitrator may not rule on any matter involving retention or non-retention of non-tenured staff.
- X. Questions of grievability and arbitrability shall be resolved simultaneously with the merits of a grievance. The costs for any arbitrator appointed pursuant to this Article will be borne equally by the DISTRICT and SIEA.
- XI. All grievance hearings shall be held at the work site of the grievant, unless another location is mutually acceptable.
- XII. If the parties agree, a grievance hearing may be held telephonically; provided that the written grievance must be received by all parties no later than two (2) work days before the hearing.

3. Informal/Formal Grievance Procedural Steps:

A. Level One - Informal Pre-Grievance

- I. In the event that a teacher or SIEA believes there is a basis for a grievance, the teacher or SIEA shall notify in writing his/her immediate supervisor of the need to discuss a possible grievance, and then shall meet with the immediate supervisor, either individually or accompanied by an ASSOCIATION representative, within five (5) work days of such notification. In the event that the immediate supervisor is absent from the normal work place, this may be extended for up to an additional five (5) workdays.
 - II. While this discussion with the immediate supervisor can and should be an informal effort to resolve the problem, the teacher must inform the immediate supervisor that the subject of the discussion is a possible grievance, in order that the supervisor can discuss the issue in that context and to provide a clear point of reference for subsequent deadlines.
 - III. Within two (2) workdays of the informal discussion, the immediate supervisor shall notify the teacher or SIEA in writing of the disposition of the issue discussed informally. If an ASSOCIATION representative participated in the informal discussion, that representative will also receive a copy of the written disposition.
 - IV. The provisions of Level One - Informal Pre-Grievance may be waived by mutual consent of the grievant and the Superintendent, allowing the grievant to commence the grievance at Level Two - Formal Grievance.
- B. Level Two - Formal Grievance
- I. If the grievant and or ASSOCIATION is not satisfied with the disposition of the issue by his or her immediate supervisor, the grievant may, within five (5) work days of receiving the decision of the immediate supervisor, file a written grievance with the Superintendent.
 - II. The written grievance shall state at least the following:
 - a. The nature of the grievance;
 - b. Reference to the Article and/or Section of this Agreement allegedly violated;
 - c. The remedy which is sought;
 - d. A statement of facts reflecting compliance with applicable Level One - Informal Pre-Grievance and Level Two - Formal Grievance time requirements, including time limits established for the filing and appeal of grievances; and
 - e. If the ASSOCIATION is a grievant, a list of the name(s) of the teacher(s) for whom the ASSOCIATION is claiming there has been a violation, misinterpretation, or misapplication of any Article or Section of this agreement.

- III. The Superintendent shall establish the time for an on-site hearing, regarding the written grievance unless another location is mutually acceptable. Unless the parties agree in writing otherwise, such hearing shall occur within fifteen (15) teacher work days of the Superintendent's receipt of the written grievance from the grievant.
- IV. Within seven (7) teacher workdays following the conclusion of the Superintendent's hearing, the Superintendent shall render a written decision on the grievance. A copy of such decision shall be forwarded immediately to the grievant, ASSOCIATION representative (if one has been designated), and other appropriate persons.

C. Level Three

- I. In the event that the grievant and or ASSOCIATION is not satisfied with the decision at Level Two, a written appeal within five (5) working days may be made to the School Board to hear the dispute. The School Board or a sub-committee of the Board shall:
 - a. Meet with the interested parties within fifteen (15) working days.
 - b. The School Board or a sub-committee of the Board shall render a decision within seven (7) working days. A copy of such decision shall be forwarded immediately to the grievant, and ASSOCIATION representative (if one has been designated), and other appropriate persons.

D. Level Four

If the ASSOCIATION is not satisfied with the decision of the School Board at Level Three- Formal Grievance, the ASSOCIATION may within twenty-one (21) work days of receipt of the School Board's decision request binding arbitration of the grievance pursuant to the Alaska Uniform Arbitration Act, AS 09.43.010 et seq., and to the Voluntary Labor Arbitration Rules of the American Arbitration ASSOCIATION.

SIGNATURES OF AGREEMENT

The undersigned representatives of the DISTRICT and the ASSOCIATION hereby agree to the provisions set forth in this collective agreement.

FOR THE DISTRICT

~~Richard Peterson~~ Heidi Young, President
Southeast Island School District Board of Education

FOR THE ASSOCIATION

~~Paul Young~~ Amy McDonald, President
Southeast Island Education Association