# **Negotiated Agreement**

# **Between**

# **Annette Island School District**

# And

Metlakatla Education Association (Certified Teacher Employees)

Effective July 1, 202<mark>5</mark> – June 30, 202<mark>8</mark>

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#### **ARTICLE 1 DEFINITIONS**

- A. Superintendent shall mean the Superintendent of the District or the Superintendent's designee.
- B. *Teacher* shall mean any District employee who is employed under an individual contract as a certificated teacher (as defined under AS 14.20.215 [7]) for more than twenty (20) hours per week for the entire school session. Expressly excluded are the Superintendent, principals, assistant principals, and other certificated administrators.
- C. Day shall mean calendar day except as otherwise specified in this Agreement.
- D. *Teacher Work Day* shall mean any period of time during which the teacher is employed to perform contracted responsibilities for the District.
- E. Agreement shall mean this collective bargaining agreement.
- F. *Board* shall mean the Board of Education of the Annette Islands School District or its representatives.
- G. Association shall mean the Metlakatla Education Association or its representatives.
- H. *Association President* shall mean the President of the Metlakatla Education Association or the President's designee.
- I. *Immediate Family* shall mean child, child under guardianship, spouse, sibling, parent, parent-in-law, and grandparent.

#### **ARTICLE 2 RECOGNITION**

Subject to the provisions of AS 23.40.100, the District recognizes the Association as the exclusive bargaining agent for all District teachers as defined under Article 1, B.

Nothing in this Agreement shall restrict the right of individual teachers from addressing the Board in accordance with District policies and procedures. Notwithstanding, disputes covered by the grievance procedure may be addressed only as provided therein.

# **ARTICLE 3 DISTRIBUTION**

The District shall provide each teacher with a copy of this Agreement within thirty (30) days after his or her first day of work.

# ARTICLE 4 DURATION AND INAUGURATION OF BARGAINING

This Agreement shall become effective on July 1, 2025, and shall expire on June 30, 2028.

Bargaining for a successor Agreement shall be inaugurated by the written request of either party, delivered respectively to the Superintendent or to the Association President. The request must be received between December 15, 2027, and January 31, 2028. A mutually acceptable meeting date shall be set to take place not more than thirty (30) days following the receipt of the request. The parties shall exchange proposals and commence bargaining at this meeting. In the event that neither party requests to inaugurate bargaining during the time period specified above, the term of this Agreement shall be extended for one (1) year.

# ARTICLE 5 GRIEVANCE PROCEDURE

# A. Initiating a Grievance

The purpose of the grievance procedure is to provide a structured process for the resolution of disputes regarding the interpretation or application of this Agreement with a minimum of disruption to a harmonious working relationship.

A "grievance" is a written statement made by the Association indicating that a dispute exists arising out of the interpretation or application of one or more provisions of this Agreement affecting one or more employees or the Association. The grievance shall be signed by the Association President and shall specify the provision or provisions of the Agreement alleged to have been misinterpreted or misapplied, the nature of the dispute, the name of each affected employee, and the redress sought. The grievance must be filed within thirty (30) days after the date that the Association or an employee knew or should have known about the act or omission giving rise to the grievance. Notwithstanding, the time period within which the initial grievance must be filed shall not include days outside the school term or during the Christmas break.

The Association and employees are encouraged to pursue informal remedies to resolve problems prior to filing a grievance. This may include discussion with supervisor(s) or other administrative personnel.

Notwithstanding any provision of this Article, the non-retention of a non-tenured teacher shall not be subject to the grievance procedure.

#### B. Procedure

# **Level One**

The grievance shall be filed with the supervisor unless a higher level administrator or the Board is alleged to have misinterpreted or misapplied one or more provisions of the Agreement, in which case the grievance shall be filed at Level Two. Within fourteen (14) days after the date of receipt of the grievance, the supervisor shall hold a hearing. A written decision including the reasons for the decision shall be delivered to the Association President within fourteen (14) days after the date of the hearing. If the Association President is not satisfied with the decision or if no decision is rendered within the specified time period, the grievance may be appealed to Level Two within fourteen (14) days after the date of receipt of the Level One decision, or if no hearing was held, within fourteen (14) days after the deadline date for the hearing.

#### **Level Two**

Within fourteen (14) days after the date of receipt of the grievance or appeal, the Superintendent shall hold a hearing. A written decision including the reasons for the decision shall be delivered to the Association President within fourteen (14) days after the date of the hearing. If the Association President is not satisfied with the decision or if no decision is rendered within the specified time

period, the grievance may be appealed to Level Three within fourteen (14) days after the date of receipt of the Level Two decision, or if no hearing was held, within fourteen (14) days after the deadline date for the hearing.

#### **Level Three**

Within the specified time period, the Association President shall simultaneously submit an appeal to the Superintendent and contact the American Arbitration Association (AAA). The parties shall make use of AAA's informal rules and select an arbitrator.

The arbitration shall commence at a time selected by the arbitrator and agreed upon by the parties. Neither the District nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not been previously disclosed to the other party or presented at an earlier level of this procedure.

The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement, nor to award any damages which are punitive in nature. Within forty-five (45) days after the conclusion of the hearing and briefing, if any, the arbitrator shall provide the parties with written findings of fact and conclusions of law together with the complete rationale for any award. The decision shall be final and binding upon both parties. Each party shall bear its own expenses associated with the arbitration. Costs of the arbitrator and the American Arbitration Association, if any, shall be borne equally by the District and the Association.

#### C. General Provisions

- 1. Time periods specified in the grievance procedure can be altered or extended by mutual agreement of the parties. If the Association exceeds the time period for filing a grievance or appeal, the grievance shall have been waived. If the District exceeds the time period for holding a hearing or rendering a decision, the grievance may be appealed to the next level.
- 2. All parties shall make an effort to treat the matter with appropriate confidentiality during the processing of the grievance.
- 3. Upon request by the Association, the District shall make available all public information in its possession or control which is related to the issues raised by the grievance.
- 4. When it is necessary at any level for an employee to attend a grievance meeting or hearing during the work day, the employee shall be released without loss of pay for such time as attendance is required at such meeting or hearing.
- 5. The District shall take no reprisals against an employee for legitimate participation in the grievance procedure.
- 6. The date of "filing" or "delivering" shall be the date of hand delivery or the postmark date of certified mail.

# **ARTICLE 6 LEAVES**

All accrued benefits to which a teacher was entitled at the commencement of his/her leave of absence, including unused accumulated sick leave and years of service towards sabbatical eligibility, shall be restored to him/her upon return to duty. The teacher shall be returned to the teaching assignment to which he/she was assigned when the leave commenced if, in the judgment of the Superintendent, the best interests of the District will be served thereby. Otherwise, the teacher shall be assigned to a teaching position for which he/she is qualified.

# A. Compensated Leaves

# 1. Personal Leave.

Each teacher shall accrue compensated personal leave at the rate of four five (5) days per school year. A teacher may carry over from one school year to the next no more than one (1) day of unused personal leave. The following terms and conditions shall apply to the use of personal leave:

- a. The unit administrator shall be notified at least twenty-four (24) hours prior to the date personal leave is to begin. Leave shall be granted on a first come first serve basis after July 1 with seniority breaking ties for the 25% rule.
- b. Teachers authorized to utilize personal leave may be limited to twenty-five percent (25%) of each building's teaching staff at any one time.
- c. Except upon the written approval of the building principal, personal leave shall not be allowed tandem to holidays and vacations, or during the first or last five (5) working days of the work year.
- d. At the teacher's option, unused personal leave up to a maximum of four (4) days may be cashed out at the teacher's daily salary rate.

# 2. Sabbatical Leave.

A sabbatical leave of up to one (1) school year may be granted to one (1) qualified teacher per school year who has rendered at least seven (7) consecutive years of full-time satisfactory service to the District. Applications for a sabbatical leave shall be made in writing to the Superintendent on or before January 15\*\*immediately preceding the period of requested leave. The application shall include the purpose of such leave and the method of implementation. Leaves may be requested during the year to commence at the end of the year.

A teacher granted sabbatical leave shall receive (50%) fifty percent of the teacher's salary (exclusive of extra-duty pay) for the sabbatical year. The teacher shall continue to be enrolled in the Teachers' Retirement System and to receive the group insurance benefits granted to other teachers, and upon return from the leave, shall be placed on the salary schedule as though he/she had been in actual service. If the teacher fails to carry out the terms and conditions of the sabbatical leave without the written permission of the Superintendent, the sabbatical salary and benefits shall be terminated immediately.

#### 3. Sick Leave.

a. Teachers shall accrue sick leave at the rate of one and one third (1 1/3) days for each calendar month or for each major portion of each calendar month of actual service and shall accumulate from year to year without limit. (4 AAC 15.040[1]). The anticipated number of sick leave days to be accrued during the work year shall be pre-credited on the teacher's first work day of the work year. If, during the work year, the teacher has

used more sick leave than has actually been accrued, the excess days shall be deducted through contract modification.

- b. Cumulative sick leave is transferable pursuant to 4 AAC 15.040 (2).
- c. The teacher may use sick leave without limit as to duration for the teacher's personal illness or injury including scheduled doctor appointments for diagnosis or treatment. (4 AAC 15.040 [3]). The teacher may be required to present a doctor's or medical clinician's certificate after three (3) or more consecutive days, if requested by building principal, of sick leave or if the District has reason to believe that sick leave is being abused.
- d. Sick Leave requests immediately prior to or immediately following school holidays or vacations shall require a doctor's or medical clinician's certificate.
- e. Sick Leave shall not be granted to the teacher who stays home to care for relatives except for an immediate family member as defined in Article 1, I who is seriously ill. Serious illness is defined as an illness requiring either hospitalization or a doctor's or medical clinician's certificate stating that the person is seriously ill and requires constant attendance by another person.
- f. A false statement by a teacher regarding sick leave shall be grounds for termination. (4 AAC 15.040 [5, b]).

# 4. Emergency Leave.

The teacher shall be allowed to use up to seven (7) days of sick leave for the death or extenuating circumstances affecting the immediate family as defined under Article 1, I.

Extensions of emergency leave may be granted for reasons including, but not limited to, travel and serious illness. Requests for consideration of additional emergency leave days while on emergency leave must be made to the Superintendent.

#### 5. Professional Leave.

The Superintendent may grant compensated leave for teachers to take courses and/or to attend conferences and workshops that, in the judgment of the Superintendent, are calculated to enhance the teacher's contribution to the education of District students. The Superintendent may also approve District-paid travel expenses, per diem, fees, and/or books. If graduate credit is earned during professional leave, the credit shall be allowed for salary schedule column movement.

Teachers may request professional leave from their principal or designee to complete classroom-based work onsite that goes beyond the typical duties of a classroom teacher. This leave shall be capped at one (1) days per semester.

# 6. Association Leave.

The District shall grant to the Association a total of eight (8) compensated leave days per year. Additional days of Association leave beyond eight (8) per year may be allowed by the Superintendent. Unused days in the pool shall not be carried forward to the following school year. The unit administrator shall be notified at least twenty-four (24) hours prior

to the date Association leave is to begin. Association leave days used from the pool shall be compensated at the teacher's daily rate.

# 7. Family Leave.

Teachers shall be entitled to noncompensated leave pursuant to the terms and conditions of the federal and state Family and Medical Leave Acts. Notwithstanding, before using noncompensated leave, the teacher may shall use compensated leave as applicable under the terms and conditions of the Sick Leave and Emergency Leave paragraphs above.

#### 8. Bereavement Leave.

Ten (10) days per fiscal year of non-accumulative paid leave days may be allowed for an absence occasioned by the death or impending death in the employee's or spouse's immediate family. Immediate family is defined in Article 1.

• Two (2) of the ten (10) allowable days may be used outside of the definition of immediate family, defined in Article 1, at the employee's discretion.

# **B.** Non-Compensated Leaves

Upon written application by the teacher, the District may, at its discretion, grant a noncompensated leave of absence for any reason and for any period of time. Upon return of non-compensated leave, a certificated position will be available, however the teacher's specific position prior to taking the leave is not guaranteed by the District.

# C. Other Leaves

# 1. Civic Leave.

- a. Employees may be granted non compensated leave to perform civic duties such as holding elective public office and/or service on committees, commissions, or other appointive bodies established by the Commissioner of Education and Early Development, State Commissions, Governor, or State Legislature providing that service in this capacity does not, in the opinion of the Superintendent, disrupt the work for which the staff member is hired or add unreasonable burden to the District.
- b. Requests and leave slips for civic leave shall be provided by the employee to the supervisor for recommendation before submittal to the Superintendent.
- c. In the case of jury duty or subpoenaed witness duty, the employee shall turn over to the District all monies received as compensation (except travel and per diem) for services, and in turn shall be paid his/her current wage.
- d. When an employee is subpoenaed as a witness in a proceeding involving or arising from personal activities outside District employment, or if the employee is subpoenaed by the plaintiff in an action against the District, the employee may, at District discretion, be granted compensated civic leave for such witness service.
- e. If an employee is a disaster responder, he/she shall be released from duty without loss of compensation in order to respond to a local disaster call. Such release without loss of compensation shall not exceed one (1) work day per instance except upon the approval of the Superintendent.

# 2. Military Leave

An employee who is duty bound to answer a call for temporary military service with the National Guard or any other military organization of the United States shall be permitted to serve. Upon submittal of orders verifying the service, the employee shall be allowed to use personal leave. In the event the employee does not have sufficient personal leave to participate, the employee shall be granted leave without pay for the duration of the required military service.

#### ARTICLE 7 SICK LEAVE BANK

- A. Certificated District employees may participate in the sick leave bank pursuant to the terms and conditions of this article.
- B. Each employee who elects to participate ("member") shall donate one (1) day of sick leave to the bank by September 30<sup>th</sup> of each school year, or within thirty (30) days of initial employment, whichever is later.
- C. In the event that the Bank becomes depleted during the school year, each member has the option to donate one (1) additional day, up to a maximum of three (3) days per year per member.
- D. Members withdrawing from the bank shall not be refunded their contributed days.
- E. A member shall not be able to withdraw days from the bank until his/her own sick and personal leave is depleted. With the exception of one (1) personal day that cannot be cashed out at the end of the year.
- F. A member may withdraw up to thirty (30) days for the individual member's serious illness or injury. For the purposes of this paragraph, medically necessary absence from work for maternity complications shall be a proper use of such days.
- G. Sick leave bank days cannot be used for elective surgery, routine medical examinations, teeth cleaning, and similar medical choices that could be scheduled during vacations or when school is out of the summer.
- H. Members shall not be required to replace withdrawn days except as a regular contributing member of the Bank.
- I. Requests for the use of bank days must be accompanied by a written statement from the attending physician verifying the member's personal illness or injury. A joint committee of the MEA and District, appointed by the Association President and the Superintendent, will approve use of the sick leave bank.
- J. The MEA shall be notified monthly regarding the use of the sick leave bank. They shall be provided a list of who has accessed the bank and for how many days.

#### ARTICLE 8 TEACHER RIGHTS

#### A. Personnel Files

Official teacher personnel files shall be maintained in the District Office under the following conditions:

- 1. All materials placed in a teacher's file subsequent to initial employment materials shall be available to the teacher or teacher's designee at his/her written request within seven (7) working days after receipt of the request in the Superintendent's Office.
- 2. Material of a judgmental or evaluative nature shall not be placed in a teacher's file unless the teacher has had an opportunity to read and sign the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
- 3. Upon receipt of a written request, the teacher or teacher's designee shall be furnished one (1) copy of any material in his/her file subsequent to initial employment.
- 4. The District shall inform each teacher of the existence and location of all permanent files concerning said teacher.

#### **B.** Academic Freedom

Teachers shall have the right and responsibility to use sound professional judgment in presenting information and materials to students, including but not limited to controversial subjects. Nothing contained herein shall restrict the District's ultimate right to determine prospectively what shall and shall not be taught to students.

# C. Personal Freedom

The District shall not restrict or modify the rights of a teacher outside of working hours to comment and criticize regarding the Board and administration or to participate in political activity to the same extent that a private citizen may exercise those rights. (AS 14.20.095)

#### D. Year-End Check Out

At least ten (10) days before the year-end check out, the unit administrator shall provide the teacher with the date and approximate time of check out and a list of check out items.

# E. Staff Development and Curriculum

The District shall give due consideration to input from teachers regarding staff development activities and curriculum.

# **ARTICLE 9 TEACHER PROTECTION**

A. Any case of assault upon a teacher while on duty on school premises or on duty during school-related activities shall be promptly reported to the Superintendent. The District shall promptly render reasonable assistance to the teacher including but not limited to the handling of the incident by law enforcement and judicial authorities. However, the District shall not be required to prosecute civil action against the responsible party.

In the event a teacher is verbally abused while on duty on school premises or on duty during school-related activities, the administration shall take reasonable steps to intervene in the situation which may include but is not limited to contacting law enforcement.

B. The District shall consider reimbursing the teacher for the replacement of damaged or destroyed clothing or personal property while on duty on school premises or on duty during school-related activities. Teachers are discouraged from wearing or bringing to the workplace expensive personal items that may be damaged or destroyed.

#### ARTICLE 10 ASSOCIATION RIGHTS

The Association shall have the right to use designated District buildings, equipment, and facilities for Association business at reasonable times and when they are not otherwise in use for official District business. This right does not extend to the use of District-purchased consumables. The Association shall submit and execute a Facility Use Agreement before holding meetings on District premises. For the use of any individual classroom, the unit administrator's approval shall substitute for the Facility Use Agreement.

The Association shall be permitted to post noninflamatory notices and other materials regarding the Association's lawful affairs on designated District bulletin boards. Any notice posted shall be signed by an Association representative with a courtesy copy provided to the building administration at the time of posting.

# ARTICLE 11 VOLUNTARY DUES DEDUCTIONS

The Board and the Association recognize that the Metlakatla Education Association represents the interests of all bargaining unit members and therefore agrees to the following:

It is agreed by and between the Board and the Association that upon receipt of written authorization, signed by the teacher, the Board will deduct one-eighth (1/8\*) of the Association dues each month beginning with the second regular salary check for eight months ending June 1\* each year. After the commencement of the school year, the District shall deduct one-eighth (1/8th) of the dues for only the months remaining in the school year. The written authorization to deduct dues shall be valid from year to year unless revoked by the teacher in writing and received in the Business Office at least one (1) week prior to the first scheduled deduction.

The Association agrees to indemnify and save the District harmless against any liability which may arise by reason of any action taken by the District in complying with the provisions of this Article. It is expressly understood that this indemnification will not apply to any claim, demand, suit or other form of liability which may arise as a result of negligence or willful misconduct by the District's imperfect execution of the obligations imposed upon it by this Article.

The District agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability regarding implementation of the provisions of this Article and, if the Association so requests in writing, to surrender to the Association full responsibility for the defense of such claim, demand, suit, or other form of liability. (The District waives its claim to indemnification by the Association if it fails to notify the Association within ten (10) working days of receipt of any information regarding a claim, demand, suit, or other form of liability.)

The District shall provide the Associations elected officials' names and contact information to each new hire for recruiting purposes. The Association will share the elected official's names and contact information to the District that will be shared. The District will also provide the Association with the new hire's name and district email.

#### ARTICLE 12 AGENDA OF THE SCHOOL BOARD

The Superintendent shall post the Board agenda twenty-four (24) hours prior to scheduled Board meetings and provide a copy of all non-confidential agenda materials to the Association President.

# ARTICLE 13 SCHOOL DAY AND CALENDAR

# A. Teacher Work Day

Except for scheduled, school-wide parent-teacher conferences and open house activities, the teacher work day shall be a maximum of eight (8) consecutive hours inclusive of a thirty (30) minute duty-free lunch period.

The maximum required pupil-contact instructional time shall be 300 minutes per day except as mutually agreed upon by the Association and the District.

Work day extensions for school-wide parent-teacher conferences shall be held on days of early release of students after five (5) hours of instruction. Teachers will be released after a five (5) hour instructional day on the school day preceding Thanksgiving, Christmas Vacation, Spring Break, and Good Friday as compensation for school-wide parent-teacher conferences. One additional day of early release after five (5) hours of instruction shall be offered as compensation for open house activities. The District and MEA shall work together in good faith to identify a day that will have the least impact on students and families.

On the last day of each school grading period, students will be released after five (5) hours of instruction to allow additional time for teachers to prepare and grade. If the early release day to compensate for parent teacher conference falls on the last day of the grading period, the District will find another appropriate early release day to compensate for the time spent in parent-teacher conferences.

#### B. Work Year

The standard teacher work year shall be one hundred eighty-eight (188) days including school holidays. These holidays are Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, President's Day and Memorial Day. Essential personnel (as determined by the District) may be offered extended-year contract days to meet the needs of the District compensated at the current contract daily rate.

At least two (2) days shall be designated as non-student contact days, at least one (1) of which shall precede the start of the school year and be for classroom set up. Teacher non-student contract days cannot be scheduled on a Saturday or Sunday. The District will make a good faith effort to provide teachers with an additional day at the beginning of the year to prepare for the upcoming year.

# **ARTICLE 14 CLASSROOM RIGHTS**

# A. Preparation Period

All teachers directly involved in classroom instruction shall have at least fifty (50) minutes of daily preparation time in uninterrupted segments no smaller than twenty-five (25) minutes. Except under extenuating circumstances that may from time to time occur, other duties shall not be assigned during preparation time without the consent of the teacher. A teacher may voluntarily teach an extra class during his/her preparation time.

# **B.** Classroom Visitors

All requests for classroom visitations must be cleared through the unit administrator. The administrator shall consider the teacher's objection to a classroom visitation.

# C. Equalization of Class Loads

The Superintendent shall make an effort to equalize class loads in each school except in cases in which both the administrators and teachers involved agree that an imbalance is in the best interest of the District.

#### **ARTICLE 15 EXTRA DUTIES**

Acceptance of duties beyond the regular work day are at the option of the teacher. Such duties (except parent-teacher conferences and scheduled open house activities) shall be performed on a voluntary basis or paid for at an agreed rate.

Compensable extra duty shall be subject to an extra duty contract which includes but is not necessarily limited to the compensation, the anticipated duration of the extra duty, and a general outline of the duties. It is the intent of the District that returning teachers shall be notified of the status of their extra duty assignments at the District's earliest convenience. All assignments are made on a yearly basis with no obligation upon the District or teacher to continue the assignment into another school year. A teacher may inform the District in writing prior to the end of the school year if the teacher is interested in any open extra duty assignments, and such interest shall be considered by the District.

Teachers shall be given preference in filling "non-athletic" extra duty positions.

#### ARTICLE 16 EMPLOYMENT PRACTICES

# A. Assignments and Reassignments

- 1. Assignments and reassignments shall be made in the best interests of the District at the discretion of the Superintendent. Teachers shall be notified of their tentative assignments by August 1. Such decisions shall not be made in an arbitrary or capricious manner. Upon request, the Superintendent shall confer with the teacher regarding an assignment or reassignment decision.
- 2. The District shall post all known teaching vacancies in the teacher workrooms of all buildings at least two (2) weeks prior to the end of the school year. Teachers shall have an opportunity to express their interest in any of the posted positions.
- 3. At any time prior to April 1, the teacher may request a specific assignment for the following school year providing written contact information for the summer vacation period. The Superintendent shall promptly notify the teacher of the assignment decision.

#### B. Grading

1. Teachers shall keep up with grading student work by providing feedback and updating grades in the student information system (SIS) or standards based grading (SBG) tracking system on a regular basis. At a minimum, the SIS or SGB shall be updated every two weeks and shall not lag more than two weeks behind the scheduled deadlines. At the beginning of the school year, the principal shall publish due dates for the school year based upon the two week requirement.

# **ARTICLE 17 COMPENSATION**

#### A. Work Permit

The District shall pay up to \$125 per teacher per school year for a Metlakatla Work Permit if such Permit is required and subject to the teacher providing any information necessary in order to obtain the Permit.

# **B.** Placement of Newly Hired Teachers

All teachers shall be placed on the salary schedule at the correct step for their education and experience pursuant to this article. Only credits earned after an initial teaching certificate is awarded by a state shall be counted for lane advancement. Quarter credits are calculated as two thirds (2/3) of a semester credit.

Newly hired teachers shall be credited with up to eight (8) years of experience from outside the District. Only full years of experience consisting of at least one hundred sixty-five (165) contracted days of public school service shall be credited for step placement. There shall be no retroactive denial of prior private school experience for teachers employed before the effective date of this Agreement.

Notwithstanding any provisions of this Article, a teacher's degrees, coursework, and years of service previously accepted by the District for salary schedule placement shall be unaffected.

The eight (8) years of experience from outside the District shall begin in school year 2022-2023 and will not be retro-active.

#### C. Column Movement

Eligible coursework for salary column movement shall be awarded from a regionally accredited institution after the teacher has been granted an Alaska Teacher's Certificate and shall be directly related to the teacher's current or prospective teaching assignment, directly related to an Alaska certificate endorsement area, pedagogy, or approved by the Superintendent. Unless otherwise approved in advance, all credits needed for movement from one column to the next shall be graduate credits. In order to ensure approval of credits under this paragraph, the teacher should submit his/her proposed coursework to the Superintendent through the principal in advance.

In order to be applicable for the then current work year, the coursework must be completed before the teacher's first scheduled day on duty for the work year and the transcript(s) must be received not later than forty-five (45) calendar days thereafter.

# **D.** Relocation Allowance

A relocation allowance not to exceed \$5,000.00 may be granted to the newly hired teacher. Allowable expenses must be directly related to moving expenses. Prolonged or extended travel expenses (as determined by the District) are not reimbursed.

# E. Longevity Bonus

Beginning with the second school year that a teacher occupies the bottom step of a salary column, the teacher shall be awarded an annual bonus at a rate of \$1,500.

#### F. Salary Schedules

The following salary increases shall be implemented:

**2025 - 2026 - 1% 2026 - 2027 - 1%** 

**2027 - 2028 - 1%** 

For the 2025-2026 school year, a 1% will be applied to the salary schedule. If the Alaska Legislature redeems the \$200 to the Base Student Allocation (BSA) of HB57, then a 1.5% increase will replace the 1%.

The Association and the District may meet in the Spring of 2026 to continue negotiations for the 2026-2027 and 2027-2028 school years beyond the 1%.

# Annette Island School District Certified Salary Schedule School Year 2025-2026

				MA/	MA+12/		
Step	BA	BA+12	BA+24	BA+36	BA+48	MA+24	MA+36
0	59,004	60,773	62,597	64,476	66,409	68,401	70,454
1	60,773	63,813	64,476	66,409	68,401	70,454	72,567
2	62,597	65,726	67,698	68,401	70,454	72,567	74,744
3	64,476	67,698	69,731	71,821	72,567	74,744	76,987
4	66,409	69,731	71,821	73,976	76,195	76,987	79,296
5	68,401	71,821	73,976	76,195	78,482	80,836	81,675
6	70,454	73,976	76,195	78,482	80,836	83,261	85,759
7	72,567	76,195	78,482	80,836	83,261	85,759	88,333
8	74,744	78,482	80,836	83,261	85,759	88,333	90,981
9			83,261	85,759	88,333	90,981	93,711
10				88,333	90,981	93,711	96,522
11					93,711	96,522	99,417
12					96,522	99,417	102,401

1% Increase - If legislature redeems the full \$700 BSA increase of HB57, the increase will move to 1.5%

# **G.** Extra Duty Compensation

Extra duty compensation shall be a factor of the BA/0 salary. The compensation is a rate based on completing the full anticipated duration of the activity. If the full anticipated duration is not completed, the compensation shall be pro-rated accordingly.

Nothing herein shall be construed to require the District to have any of the activities listed below. The District retains the right to use management discretion in determining who shall be offered extra duty assignments including but not limited to whether assignments are to be offered to teachers. Notwithstanding, teachers shall be given preference in filling "non-athletic" extra duty positions as provided under Article 15 above.

If an activity has more than fifteen (15) participants, the activity will have funding for a compensated assistant coach/advisor and be paid at 54% of the head coach/advisor's salary.

The Board shall have the authority to create additional extra duty positions. The compensation for newly created positions shall be comparable to existing extra duty positions with similar time requirements. The District will confer with the Association before finalizing the extra duty position.

Athletic Activities	Factor	Non-Athletic Activities	Factor
Varsity Basketball	0.15	Battle of the Books	0.03
JV Basketball	0.08	H S Student Government	0.075
H S Cheerleaders	0.12	Lead Senior Advisor	0.10
Volleyball	0.12	Lead Junior Advisor	0.10
Wrestling	0.12	After School Study Hall	0.10
Cross Country	0.09	Geography Bee	0.03
Native Youth Olympics	0.025	Drama, Debate & Forensics (DDF)	0.10
HS Esports (1 Season)	0.025	District Newsletter	0.075
Track	0.05	Chorus	0.10
Swimming	0.10	<del>Drama - One Act Play</del> Theatre Event	0.03
H S Intramurals	0.05	Musical - Three Act Play Musical Production	0.085
M S Basketball	0.05	Approved After School Club (Semester)	0.025
M S Volleyball	0.05	HS Annual	0.085
M S Wrestling	0.05	Pep Band	0.12
MS Cross Country	0.03	HS Pep Club	0.03
M S Intramural	0.05	MS Pep Club	0.03
Elem. Intramural	0.05	Concession Stand Coordinator	0.05
		District Curriculum Team	0.05
		8th Grade Class Advisor	0.05

# H. Signing Bonus

A one-time signing bonus of \$1,000 shall be paid to returning teachers during the August 2022 payroll.

The Association and the District may meet in the Spring of 2026 to continue negotiations for this area.

#### I. Tuition Reimbursement

The District will reimburse tuition costs to employees for up to three (3) credit hours per fiscal year (graduate-level credits that are relevant to the profession) not to exceed \$64,000 annually for certified staff. These funds shall be dispensed on a first come first serve basis until exhausted, at which time no further tuition costs will be approved for reimbursement. Those credits are eligible for advancement on the salary schedule.

#### J. 403(b) Retirement Plan

An employee can opt to contribute to the District's 403(b) plan and have up to \$1,000 matched by the District annually.

#### K. Health Examination/Licenses

Each employee shall be reimbursed for actual expenses paid by the employee for the health examination taken under this section if a free exam is unavailable to the employee and/or the exam is not covered by health Insurance. District reimbursement shall not exceed two hundred fifty dollars (\$250.00). Physical examination forms and claims for reimbursement must be turned in by October 1<sup>st</sup> of the appropriate year.

#### ARTICLE 18 HEALTH INSURANCE COVERAGE

The District shall provide, and pay ninety-two percent (92%) of the premium, group medical, dental, and vision insurance covering the teacher as well as the teacher's spouse and eligible child dependents. In the case of married employee couples, only one spouse shall be covered as the employee and the other shall be covered as a dependent. The couple shall designate which spouse shall be covered as the employee.

The coverage provided under the insurance policy shall be comparable to that provided on the day before the effective date of this Agreement. Further notwithstanding, the District shall not be required to maintain beyond June 30, 2017, coverage that is considered a "Cadillac Plan" under the Affordable Care Act. Prior to making any changes to the health insurance coverage that may be triggered by the foregoing, the District shall meet and confer with the Association regarding options.

# **ARTICLE 19 INDIVIDUAL CONTRACTS**

The District and teachers shall enter into individual teacher contracts pursuant to Alaska law. In the event of a conflict between the individual teacher contract and this Agreement, this Agreement shall be controlling.

In the event that the teacher resigns from a contract for the succeeding work year without the written consent of the District, the teacher shall pay the District liquidated damages as follows: \$2,000 if the resignation is received between March 15 and June 1; \$3,000 if the resignation is received between June 2 and June 30; and \$4,000 if the resignation is received after June 30. Such amounts shall be paid via certified check, money order, or payroll deduction authorization. The payment of said liquidated damages to the District does not preclude any sanction that may be imposed for breach of contract by the Professional Teaching Practices Commission.

# ARTICLE 20 MAINTENANCE OF STANDARDS

No provision of this Agreement may be changed, altered, or modified during its term except by the mutual consent of the parties. The District and the Association shall take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.

#### **ARTICLE 21 JUST CAUSE**

No teacher shall be disciplined without just cause. For the purposes of this article, "discipline" shall mean a suspension without pay, non-retention, or dismissal exclusive of the non-retention of a non-tenured teacher.

#### **ARTICLE 22 SAVINGS CLAUSE**

If any provision of this Agreement is found to be unlawful by a court, agency, or tribunal of competent jurisdiction, that provision shall be null and void. All other provisions shall remain in full force and effect.

# ARTICLE 23 REDUCTION-IN-FORCE

Prior to the layoff of a tenured teacher under a reduction in force, the School Board shall adopt a layoff plan as required by AS 14.20.177.

# **ARTICLE 24 STAFF EVALUATIONS**

#### A. Evaluation Plan

The District shall adopt and implement a teacher evaluation plan pursuant to AS 14.20.14.

#### **B.** Method of Evaluation

Evaluations shall include but not be limited to one (1) or more observations of the teacher in the regular location of job duties for no less than thirty (30) minutes per observation. The observations and evaluations shall be completed by a person certificated to perform teacher evaluations except as otherwise may be allowed under Alaska law. There shall be a minimum of two (2) evaluations per school year of each non-tenured teacher and a minimum of one (1) evaluation per school year of each tenured teacher.

- 1. The first evaluation for the nontenured teacher shall be completed by December 15, and the second evaluation shall be completed by March 31.
- 2. The evaluation for the tenured teacher shall be completed by April 15.
- 3. All formal evaluations shall be discussed by the teacher and evaluator at a time mutually agreed to by both the evaluator and the teacher, preferably within five (5) school days after the observation.
- 4. Both the evaluator and the teacher shall sign and date the observation summary and evaluation. The teacher's signature signifies receipt of the observation summary or evaluation and not necessarily agreement therewith. One (1) copy shall be placed in the teacher's personnel file and one (1) copy shall be provided to the teacher.

#### C. Access to Evaluation

Teacher evaluations shall be available for examination by certificated District administrators and the School Board.

#### **ARTICLE 25 HOUSING**

As a condition of employment, full-time teachers shall be required to maintain a residence on the Annette Island Reserve.

The District will diligently, in good faith, attempt to find housing for teachers according to their individual needs. When units become available in district-owned housing, priority will be given to newly arrived teachers.

# **ARTICLE 26 CLOSURE**

This Agreement represents the full and final agreement of the parties and concludes collective bargaining for its term, subject only to mutual agreement to amend or supplement it in writing at a later time.

# **AGREEMENT EXECUTION**

Whereas, the representatives of the Board of the Annette Islands School District and the representatives of the Metlakatla Education Association have collectively bargained the terms and conditions of an Agreement between the District and the Association on behalf of the District's teachers; and

Whereas, the Association has certified in writing to the Board that the Agreement has been ratified by a majority of the members of the Association; and

Whereas, the Board has ratified the Agreement by the affirmative vote of a majority of the Board at a duly convened public meeting;

Be it therefore resolved that the Board and the Association do hereby fully execute the Agreement by affixing the signatures of the Board President and the Association President hereto.

PRESIDENT	 Date
RESIDENT ANNETTE ISLANDS SCHOOL DISTRICT BOARD	Date
ANNETTE ISLANDS SCHOOL DISTRICT BOARD	
PRESIDENT	Date
METLAKATLA EDUCATION ASSOCIATION	