



NEGOTIATED AGREEMENT

between the

KASHUNAMIUT SCHOOL DISTRICT (KSD)

and the

CHEVAK EDUCATION ASSOCIATION (CEA)

2018-2021

Updated: 10/12/2018

CEA Approval: 10/24/2018

KSD School Board Approval: 11/1/2018

Table of Contents

ARTICLE I: DEFINITIONS	3
ARTICLE II: MANAGEMENT RIGHTS	3
ARTICLE III: RECOGNITION	4
ARTICLE IV: ASSOCIATION RIGHTS	4
ARTICLE V: TERMS OF AGREEMENT	5
ARTICLE VI: ASSIGNMENT	6
ARTICLE VII: WORK YEAR AND DAY	6
ARTICLE VIII: INDIVIDUAL TEACHER CONTRACTS	7
ARTICLE IX: PERSONNEL FILES	8
ARTICLE X: TEACHER DISCIPLINE	9
ARTICLE XI: DISMISSAL, NON-RETENTION	9
ARTICLE XII: TEACHER HOUSING	9
ARTICE XIII: GRIEVANCES	12
ARTICLE XIV: LEAVES	15
ARTICLE XV: SICK LEAVE BANK	18
ARTICLE XVI: SALARY	18
ARTICLE XVII: INSURANCE	23
ARTICLE XVIII: EXTRA DUTY JOBS	25
ARTICLE XIX: TUITUION REIMBURSMENTS	26
ARTICLE XX: NEGOTIATIONS	26
Appendix A: Housing Lease (MOU)	27

Preamble

The School Board of the Kashunamiut School District and the Chevak NEA on behalf of the District’s teachers do hereby agree as follows:

ARTICLE I: DEFINITIONS

- A. District shall mean the Kashunamiut School District
- B. Board shall mean the governing School Board
- C. Superintendent shall mean the Superintendent of the District or the Superintendent’s designee.
- D. Association shall mean the duly recognized bargaining agent for the District’s teachers.
- E. Association President shall mean the President of the Association or the President’s designee.
- F. Teacher shall mean any District employee who occupies a position for which a valid Alaska Teaching Certificate is required except for the Superintendent, substitute teachers, and part-time teachers whose regularly scheduled work week is less than 10 hours.
- G. Day shall mean a calendar day except as may otherwise be provided herein.
- H. Agreement shall mean this negotiated agreement.
- I. Alaska Law shall mean Alaska State Statutes and/or applicable regulations of state administrative agencies.
- J. Work Day On days when a teacher is not on lunch break or assignment out of the building, the individual is required to be on site in the building during the work day.

ARTICLE II: MANAGEMENT RIGHTS

- A. The Board expressly retains and reserves for its exclusive domain all rights, powers and duties vested in it by the State of Alaska to govern and manage the District except as may expressly be limited or abridged by this agreement.
- B. The Board shall have the right to offer signing bonuses to individual teachers.

ARTICLE III: RECOGNITION

- A. Included: All certified employees working for the Kashunamiut School District.
- B. Excluded: All non-certified employees, and all certified employees working in positions requiring a Type B Certificate, individuals working under an administrative contract and principals and superintendents working for the Kashunamiut School District.

ARTICLE IV: ASSOCIATION RIGHTS

A. Association Membership

The Board shall not discriminate against the teacher because of membership or non-membership in the Association.

B. Association Dues Deductions

The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition Clause" in this Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee by September 15. Pursuant to such authorization, the District shall deduct dues according to Association direction. The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability which arise out of the District's compliance with this provision.

C. Use of Facilities

With prior approval, no reasonable request by the Association to use school facilities and equipment at reasonable times shall be denied provided that this shall not interfere with or interrupt normal school operations.

D. Evaluations

The Association shall cooperate with the District in revising and implementation of teacher evaluation procedures of the District. The Certified Evaluation Handbook (or similar instrument) shall be reviewed annually by a committee composed of district and bargaining unit representatives.

E. Recommendations

The Association shall have the right and be given the opportunity to make recommendations to the Board and/or the District administration through the Superintendent or his/her designee.

F. Copies of Minutes

Copies of Board meeting minutes, agendas, and a complete Board packet will be posted on the KSD website with notification to the CEA president.

G. Names of New Employees

The District shall provide the names and addresses of all new Bargaining Unit Members. The Association will be allotted approximately one (1) hour to address new hires during new teacher orientation.

H. New Hire Interviews

At least one teacher shall be included on the district's interview committee for prospective new hires interviewed at the Anchorage Job Fair. The teacher shall be in good standing and have completed at least one full school year in KSD. The district shall determine the membership of the committee.

ARTICLE V: TERMS OF AGREEMENT

A. Scope

This Agreement constitutes the full and complete agreement between the Board and the Association and Teachers and expressly supersedes any other agreement whether written, oral, expressed or implied. During its term, this Agreement may be modified only by written instruments executed by the duly authorized representatives of the Board and the Association.

B. Duration

This Agreement shall take effect upon execution of the parties and shall begin July 1, 2018 and expire on June 30, 2021.

C. Conformity to Law

If any provision of this Agreement is held to be contrary to Alaska law by a court of competent jurisdiction or by an Alaska regulatory agency, said provision shall be null and void, but all other provisions shall remain in full force and effect. Within thirty (30) days of such holding, either party may make a written request to the other to negotiate that, and only that, provision. Said negotiations shall be conducted in conformity with applicable Alaska law and this Agreement.

D. Distribution

Within ten (10) days of full ratification, the Board shall provide the Association, by delivery to the Association President, with a copy of the Agreement. Thereafter, additional copies shall be available for the costs of copying the Agreement. Additionally, a downloadable electronic copy of this Agreement will be posted to the District website within thirty (30) days of execution of full ratification.

ARTICLE VI: ASSIGNMENT

A. Generally

The Superintendent, in conjunction with the necessary administrators, may assign or reassign the teacher's duties so that the interests of the educational program may best be served, and may assign teachers to any position for which their preparation, certification, experience in the teaching profession, experience in the District and aptitude qualify them. Upon offering a teaching contract along the prescribed timeline, the District will notify returning teachers of any reassignment by March 31 for the upcoming school year.

B. Anticipated Vacancies

Open certificated positions that the District intends to fill will be emailed to teachers prior to posting the position to the Alaska Teacher Placement website. Teachers currently employed by the District will receive first and full consideration for the open position if the teacher submits his or her written application to the District within five days of the open position announcement. Determination of placement in the said position will be determined by a checklist of characteristics that will take into consideration the seniority of the applicant as an employee of KSD. The decision to reassign a currently employed teacher to a vacant position lies within the sole discretion of the District based upon its programmatic needs and assessment of the qualifications and suitability of the teacher for the vacancy. The District will notify the teacher of its decision concerning the open position for which the teacher applied no later than fifteen days after the individual makes the application for reassignment.

C. Notice of Class Assignment

The District shall give each teacher notice of the class and subject assignment for the next school year by March 31 unless consent is given by the individual in question for a reasonable delay.

D. Reassignments – Voluntary

The District will attempt to accomplish reassignments through voluntary means.

E. Purchase Back

If the District reassigns a teacher who, in good faith, has purchased materials with their own money for classes they thought that they would teach, the District will purchase the materials up to the value of \$500.00. Receipts required.

ARTICLE VII: WORK YEAR AND DAY

A. All Certified Teachers

The standard work year shall consist of one hundred eighty-nine (189) days which shall include days in session and non-student work days as prescribed by the Board-adopted school calendar. The work year shall also include six (6) school holidays (five designated holidays and one District floating holiday) for which teachers will not suffer any reduction in pay.

The teacher may work under a work year consisting of more than the standard number of days under such terms and conditions as the teacher and Superintendent may agree upon in writing. In such an event, compensation will be at the teacher's contracted daily rate of pay. Upon prior written approval from the Superintendent, the teacher may work under a work year of less than the standard number of days. In such an event, quantifiable benefits including but not limited to compensation, leave accrual and group insurance premiums shall be prorated by multiplying the benefit by a fraction, the numerator of which shall be the number of days in the reduced work year and the denominator of which shall be the number of days in a standard work year.

B. Work Day

The standard workday shall consist of not less than seven and one-half (7 ½) hours, exclusive of a thirty-minute duty-free lunch period. The part-time teacher's quantifiable benefits, as provided above, shall be determined by multiplying the benefit by a fraction, the numerator of which shall be the number of hours in the reduced work day and the denominator of which shall be seven and one-half (7 ½). Teachers will be given a minimum teacher preparation time of 230 minutes per week during student contact hours. The District may with the consent of the teacher, assign duties during the guaranteed preparation time at the rate of \$35.00/hour.

ARTICLE VIII: INDIVIDUAL TEACHER CONTRACTS

A. Contract Terms

The District and the teacher shall execute an individual teacher contract as provided under Alaska Law. Said contract shall include a provision that the teacher agrees to abide by the provisions of the individual contract and the provisions of the Negotiated Agreement in force during the term of the contract. In the event of a conflict between the individual contract and the Agreement, the terms of the Agreement shall be controlling. Any amendment to the contract shall be in writing and signed by the teacher and authorized District representative(s).

B. Breach of Contract

Should the teacher terminate the individual contract without the consent of the District, said action shall constitute a breach of contract. In such an event, the teacher will be subject to such penalties as

may be provided under Alaska law. A teacher having been offered and having accepted an individual contract for the next school year may terminate the teacher's individual contract prior to May 1 of the year preceding the year for which the individual contract applies. An individual teacher's contract may be terminated at any time by written mutual consent of the teacher and the District. After May 1, a teacher who terminates their contract will pay a later termination fee of five hundred (500) dollars to cover the costs of administration, posting, interviews, etc. The fee will be deducted from the teacher's next payroll check.

C. Memorandums of Understanding (MOUs)

MOUs during the term of this agreement may be initiated by the superintendent with the advice and consent of the chair of the school board, the union president, and the chief negotiator for the CEA. Such MOUs would require unanimous consent for all four persons. MOUs made by the committee are not specifically limited in scope and are primarily for interim adjustments or problem-solving with respect to unforeseen problems which need prompt attention during the term of this Agreement. MOUs under this section do not require a vote of the union to become effective. Any of the parties can designate another person to act for them in negotiating an MOU under this provision.

ARTICLE IX: PERSONNEL FILES

A. Control

Personnel records shall be kept for all teachers. All materials placed in the teacher's personnel files shall be the property of, and under the control of the District.

B. Confidentiality

Personnel files shall be maintained in a secure location. No person may inspect the teacher's personnel files except the teacher, a person designated in writing by the teacher, and the Superintendent or the Superintendent's designees. Inspection shall take place in the presence of an administrator.

C. Teacher Rights

The teacher shall receive a copy of all materials placed in their permanent personnel file concurrent with placement. In addition, the teacher shall be provided, upon request, one (1) copy of any material to which the teacher has access as provided above. Additional copies shall be made available for the cost of copying. The teacher may review and respond in writing to the material to which the teacher has access as provided above. Written responses shall be attached to the relevant document and included in the files.

D. Permanent Files

Teacher contract, evaluation forms and other documents pertaining to the teacher's performance and character, to which the teacher has access as provided above, shall remain a permanent part of the teacher's personnel files. Unsubstantiated allegations and other complaints that do not result in a formal reprimand shall not be placed in the personnel file.

ARTICLE X: TEACHER DISCIPLINE

No teacher shall be disciplined without just cause. For purposes of this section, discipline shall mean a written reprimand for placement in the teacher's official personnel file or shall mean a suspension with or without pay. Discipline shall not include an unfavorable evaluation, non-retention or dismissal.

ARTICLE XI: DISMISSAL, NON-RETENTION

Dismissal and non-retention actions shall be in accordance with AS 14.20.170, 14.20.175, and 14.20.180. The statutory procedures of AS 14.20.180 shall apply to all non-retention and dismissal actions in lieu of the grievance provisions of this Agreement. Accordingly, nothing in this Agreement is intended to, nor does it afford teachers rights in addition to those contained in AS 14.20.180.

ARTICLE XII: TEACHER HOUSING

A. Rental Rates

All rental rates for the duration of this Agreement is as follows:

- One Bedroom - \$600.00 per month if assigned.
- Two Bedroom – \$750.00 per month.
- Three Bedroom – \$825.00 per month.
- The rental year shall be August 1 through May 31 with rent being charged for each of these months. Teachers who arrive before July 1 or stay beyond May 31 shall be charged a daily rate of 1/30th of a month's rent for each day beyond these dates.

Rent shall be collected through payroll deduction. There shall be no additional charge for electricity, water, sewer, garbage and maintenance. Satellite television/Dish and phone connections (if requested) will be available with the tenant being responsible for any access and recurring charges for those services. Notwithstanding the foregoing, the District is not responsible for provision or maintenance of any electronic communication system including Wi-Fi, internet access, or otherwise. Access to the internet is available commercially. Any teacher living in a three-

bedroom unit as the sole resident by district assignment, not by need or request, shall pay the two-bedroom unit rate.

B. Assignment of Units

To the extent practicable and to the extent that the District provides housing, it shall be the intent of the District to insure housing is available to all teachers working for the District before non-district tenants will be considered. Assignment of housing is at the District's discretion. In assigning houses, the Unit Administrator and/or Superintendent shall consider, among other considerations and to the extent practicable, availability of housing or lack thereof, number of occupants, necessity, housing needs of teachers and their families and teacher requests.

- Teachers returning to the site shall receive primary consideration to occupy the same unit that they occupied the previous year.
- If a teacher is required to move by the District between September 1 and May 1 due to a change in housing needs, the District staff will assist the teacher in moving by providing labor and transportation assistance and give the moving teacher(s) a \$200 credit against rent.
- Teacher requests to occupy a vacated unit or an anticipated vacancy must be submitted in writing to the District no later than March 31. All such requests will be considered, however, the District reserves the right to grant or deny such requests.
- Teachers changing units from one school year to the next must vacate their prior unit and move into the newly assigned unit no later than June 1 (when possible). Teachers with pets must remain in the unit assigned. Teachers with pets are not eligible to occupy non-pet units. There shall be a one-time only pet deposit (per pet) of one-half of one month's rent in addition to the normal one-time deposit of one month's rent. These deposits will be returned at the time of change of employment.
- There shall be no third pets except as decided on a case-by-case basis at the discretion of the MOU committee. Accordingly, persons who violate this policy may be evicted from teacher housing. For teachers who qualify, their entitlement to a pet free housing unit shall be stated in their housing contract.
- Teachers with pets will be subject to additional costs for property damage as specified in the housing lease agreement. Both the rental deposit and the pet deposit may be applied to any damage to the unit.
- No more than one family unit or two teachers may be assigned to a unit without the written consent of all teachers who would reside in the unit.

C. Housing Checklist, Cleaning, Damage and Inspection Upon Vacating

At the beginning of each school year the teacher will be provided a housing checklist to verify damage to the unit. This checklist will be reviewed with the teacher and by the Superintendent or his/her designee and signed by both parties upon taking occupancy of the unit. The housing checklist shall also include an inventory of all District-owned furnishings and their condition. The teacher shall be responsible for adequate cleaning of the unit prior to vacating. The District will conduct a compliance check-up of the unit prior to move-out to ensure compliance with this requirement. Up to one (1) month's rent may be deducted from a teacher's last paycheck to cover damage caused by teacher negligence or deliberate conduct as well as excessive cleaning costs. This damage will be verified with the housing checklist when vacating the unit. After final confirmation of satisfactory checkout tenant will not be charged a fee. Normal wear on each unit will be taken into consideration. Teachers are personally responsible for damages that exceed the damage deposit, the pet deposit and one-month's rent deducted from the individual's last paycheck.

D. Rental Agreements

The District shall not be responsible for any teacher who fails to comply with the requirement to sign the rental agreement. The agreement to be used by the District shall be attached to this Agreement as Addendum A and shall be provided to all Teachers by September 1. Contracts shall be signed and returned to the District Office on or before September 15. The District shall have the right to amend the rental agreement and/or housing per policy, consistent with the requirements of this Article, and shall provide a copy to the Association.

E. Consultations

The Association and District shall meet and confer as needed to address teacher housing, including the development of a housing and pet policy to be attached to the teacher housing lease agreement.

F. Repair and Maintenance

After a maintenance or repair order concerning a material health or safety issue is submitted via the electronic portal, which specifies that it is a health and/or safety repair order, the District shall have five (5) business days to either start fixing the problem or order the parts needed. If the five-day deadline is not met by the District the teacher's rent shall be reduced by 1/30th the monthly rate for every day the deadline goes unmet.

G. Exceptions

- The District shall not be liable and shall not pay penalties for delays that are beyond the District's control.
- In an emergency the District will make reasonable efforts, under the circumstances, to complete the repair within five (5) business days.

- The District shall not be liable for any penalty where the designation of the repair order as a health or safety repair order is not reasonable.

ARTICLE XIII: GRIEVANCES

A. Purpose

The Association and the District acknowledge that it is usually most desirable for a teacher or group of teachers to resolve problems at the lowest possible administrative level through free and informal communications. However, if efforts at informal resolutions are unsuccessful, a grievance may be processed in strict compliance with the provisions as provided below in this Article. The purpose of the grievance procedure shall be to secure at the lowest possible administrative level, an equitable solution to a grievance.

B. Scope

1. Definitions

“Grievance” shall mean a claim of alleged violation, including but not limited to misrepresentation or misapplication of this Agreement by the District.

“Grievant shall mean the teacher, or teachers or the Association making the claim.

C. General Provisions

1. The time limits as specified in the grievance procedure may be modified only upon the prior written agreement of the Superintendent and the Association.
2. Beginning with step 1, the grievant and the District shall be entitled to be represented by counsel, to present evidence, and to call and cross-examine witnesses at a grievance hearing. Each party is responsible for its own representation costs.
3. The teacher shall not be required to discuss a grievance with the supervisor or the Superintendent except as provided in the grievance procedure.
4. Grievance proceedings and documents shall be confidential except that the final written decision may be made public if personal names are removed/redacted from the document.
5. It will be the practice of all parties to process grievances after the regular workday or at other times that do not interfere with assigned duties. Upon mutual agreement by the aggrieved person, the Association representative, if employed by the District, and the Board’s designated representative to hold proceedings during regular working hours, the aggrieved and the appropriate Association representative shall be allowed to participate with regular compensation in a grievance hearing held during such working hours. Nevertheless, any witness in a grievance hearing held during working hours shall be released from regular duties only for the time

required to testify at a grievance hearing and not simply observe the proceedings. If in the judgment of the Superintendent, the number of employees participating in a grievance hearing may substantially disrupt the educational program, the Superintendent may postpone the hearing until after working hours.

6. No retaliation shall be taken against the teacher for legitimate participation in the grievance procedure.
7. The District shall record all grievance hearings and shall, at the request of the grievant and/or Association, provide a copy of such recording to the grievant and/or Association President for cost.
8. The formal grievance shall be in writing, signed by the grievant and shall set forth with reasonable specificity the factual basis for the grievance, the specific provision(s) of the Agreement alleged to have been violated, and the specific redress sought. The appeal of a grievance decision shall be in writing, signed by the Association President, and shall state with reasonable factual specificity the reason(s) for the appeal, and shall include a copy of the original grievance, the prior decision(s), and any prior appeal.
9. Grievance decisions shall be in writing, signed, and shall set forth the decision and the reason(s) therefore, and shall be delivered to the grievant and the Association Grievance Chair within the time period as specified.
10. Every effort will be made by both parties to present all evidence at the earliest level of the grievance procedure. Unless mutually agreed to otherwise, neither the District nor the Association may assert in arbitration proceeding evidence not previously disclosed to the other party.
11. During Christmas Break and summer closure grievant timelines shall be suspended.

D. Procedure

Step 1: Complaint (Informal Level) Supervisor or Responsible Administrator

A teacher with a complaint will first discuss it privately with his/her principal or immediate supervisor, either individually or accompanied by the Association representative if requested, with the objective of resolving the matter informally. Any decision at Step 1 shall not be precedent setting, must be consistent with all terms and conditions of this Contract, and the decision shall become effective only with the prior knowledge of an Association representative and the Supervisor.

Step 2: Immediate Supervisor or Responsible Administrator

The grievant who claims to have a grievance shall present it in writing to the immediate supervisor or responsible administrator and the Association within thirty (30) days of the alleged violation or when the grievant became aware of the alleged violation or should have reasonably become aware of the alleged violation.

The supervisor or administrator shall schedule a hearing to be held within ten (10) days after receipt of the grievance and shall notify the grievant and the Association President not less than twenty-four (24) hours in advance as to the time and place of the hearing. In the event of scheduling conflicts, the parties may alter the date and time of the meeting by mutual agreement. Agreement will not be unreasonably withheld or withheld for arbitrary or capricious reasons. The supervisor shall provide a written response within ten (10) days of the hearing.

Step 3: Superintendent

If the grievance is not resolved, the Association, after its own investigation and determination as to the merits of the grievance, may appeal to the Superintendent within fourteen (14) days of receipt of the Step 2 decision.

The Superintendent shall schedule a hearing to be held within fourteen (14) days of receipt of the appeal and shall notify the Association President in writing not less than seven (7) days in advance as to the time and place of the hearing. The Superintendent shall provide a written decision within fourteen (14) days of the hearing.

Step 4: Binding Arbitration

- a. Appeal: If the Association in its discussion, is not satisfied with the decisions of the Superintendent at Step 3, it may within fourteen (14) days of receipt of the decision, appeal to binding arbitration by submitting a request for arbitration in writing to the Superintendent.
- b. Selection of Arbitrator: Within ten (10) days of receipt of the Association's notice of appeal from Step 3, the Superintendent shall request the American Arbitration Association to furnish a list of at least seven (7) available arbitrators. If agreement cannot be reached, the parties shall determine the right of the first name struck from the list by rolling a die. The highest number has the right to strike the first name from the list.
- c. Multiple Cases: upon selection of the arbitrator, the Superintendent shall notify the American Arbitration Association and arrange for a hearing to be held as soon as possible. In the event that several arbitration cases are pending, they will be heard according to the following priorities: (1) First priority shall be given to cases involving continuing liability

(i.e. where back pay or pay differentials would accrue); (2) Other cases shall be given priority according to the submittal date.

d. Rules: Except where this Article may specifically provide otherwise, any grievance subject to arbitration under this Agreement shall be submitted to arbitration under and pursuant to the existing voluntary labor arbitration rules of the American Arbitration Association.

e. Arbitrator: The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement, and shall confine the decision to a determination of the fact and an interpretation of this Agreement.

The arbitrator's award shall be final and binding on the Association and its members, the teacher or teachers involved, and the District.

The decision of the arbitrator may or may not include back pay, provided, however, that any back pay award shall not precede the beginning of the school year during which the grievance is initially filed or six months from the date the grievance is initially filed, whichever is greater. If the arbitrator shall award back wages, the amount so awarded shall be less any unemployment compensation which the teacher would not otherwise have earned from employment.

f. Cost and Expenses: The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript shall be born equally by the District and the Association.

The expenses, wages, and other compensation of the participants, representatives and the expenses incurred in the preparation of briefs and other data shall be borne by the party incurring the expenses.

ARTICLE XIV: LEAVES

A. Sick Leave

1. Benefit

Sick leave shall accrue as provided by current Alaska law. Currently, full-time teachers are entitled to one and one-third days of sick leave a month. Part-time teachers shall have the sick leave benefit prorated in accordance with Article VII of this Agreement. Unused days of sick leave shall be accumulated from year to year without limitation. Teachers may transfer accumulated sick leave between districts and the Department of Education. Teachers are responsible for initiating a transfer of sick leave credits within 90 days of employment.

2. Personal Necessity

Teachers may use up to ten (10) days of their accrued sick leave during each contract year for reasons of personal necessity. Acceptable reasons for the use of sick leave for personal reasons include:

- Death of an immediate family member as defined by board policy
- An accident involving the teacher's person or property or the person or property of a member of the teacher's immediate family
- An illness of a member of the teacher's immediate family

Use of additional sick leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent. However, no leave shall be granted for reasons of personal convenience, for extension of a holiday or vacation period or for matters that can be taken care of outside of working hours.

3. Notification of Absence

Teachers shall notify the district of their need to be absent as soon as such need is known so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the teacher shall again notify the district of the need for a substitute. If the duration of absence is unknown or becomes shorter than estimated the teacher shall notify the district of his/her intent to return by at least 3 p.m. of the working day preceding the day he/she returns. If failure to so notify the district results in a substitute being secured, the cost of the substitute shall be deducted from the teacher's pay.

4. Verification of Absence Due to Injury or Illness

After any absence due to an illness or injury, the teacher shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

The district may additionally require written verification by the teacher's doctor or practitioner. Such verification may be required whenever a teacher's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

At its expense, the district may require a teacher to visit a physician selected by the district in order to receive a report on the nature and severity of an illness or injury. If the report concludes that the teacher's condition does not warrant continued absence, the Superintendent, after giving notice to the employee, may deny further leave.

Before returning to work, a teacher who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her doctor stating that he/she is able to return and stipulating any recommended restrictions or limitations. The district may, at district expense, require the opinion of a physician chosen by the district.

B. Personal Leave

Personal leave, accrued at the annual rate of four (4) days, accumulative to six (6) days shall be available for the teacher to attend to personal or family business that cannot be attended to outside of working hours. Except upon prior approval of the Superintendent, personal leave shall not be available during the first or last ten (10) working days of the school year, or immediately before or after a holiday or vacation period, or by more than two (2) teachers in a given day. No more than two (2) days of leave may be carried over from year to year. Unused personal leave days may be cashed in at the end of any school year and reimbursed at the Teacher's approved per diem rate.

Notwithstanding the above, personal leave shall be automatically available if the teacher is prevented from returning to work because of inclement weather or the non-operation of scheduled air services, provided that the teacher provides evidence of such circumstances within seven (7) days of returning to the District. However, the teacher shall not be required to take personal leave as provided above if the teacher is prevented from returning to work immediately after having been on District-approved business outside the District.

C. Sabbatical

The Board recognizes the importance of professional development and may grant a sabbatical leave of one school year to teachers who have a minimum of seven years of service with the district. The approval of sabbatical leave shall be at the sole discretion of the Board. Such leaves may be approved in the Board's sole discretion, if the sabbatical serves an educational purpose and meet all requirements of law.

The selection of teachers to receive sabbatical leave shall be based on the potential benefit to the district, the subject field and contribution of the teacher to education in the state, and seniority in the district. When granting sabbatical leave, the Board shall, in its sole discretion, determine the amount of leave, if any, which shall be paid by the District. The Board in its sole discretion may also grant a teacher credit on the salary schedule for any leave that the Board determines was educationally or professionally beneficial to the teacher or district.

The Superintendent shall establish procedures for procession and approving requests for sabbatical leave.

D. Professional Leave – Administration Granted

Teachers with District approved work related travel will be on administrative leave and will be paid for documented work-related travel expenses and paid a per diem of \$85.00 per day.

E. Family Medical Leave

The District will provide Family Medical Leave in conformance with applicable federal and Alaska statutes and Board policy and regulations. That provision is not subject to the Grievance Procedure established by this Agreement.

F. Military Leave

A teacher who is a member of a reserve component of the United States Armed Forces or is a National Guard member will be granted paid leave for all work days which the teacher is ordered to training duty. This provision does not apply to reservists or National Guard members who are recalled to active duty. Any regular full-time teacher who is recalled to active duty will be granted an unpaid leave of absence for the period of time recalled to active duty.

G. Association Leave

The District shall provide the Association with fifteen (15) days of Association Leave for NEA sponsored activities or negotiations provided, however, that the Association shall reimburse the District for the cost of a substitute if one is employed as a result of said leave, at the current per diem rate of salary for substitute teachers which is in effect at the time leave is taken.

ARTICLE XV: SICK LEAVE BANK

Bargaining unit members are eligible to participate in CEA Sick Leave Bank, consistent with District Policy and Alaska Law. The District will notify all bargaining unit members of the opportunity to apply into the Sick Leave Bank by September 15 except as set out below. The Board retains the sole discretion to establish, maintain, administer, continue or discontinue the Sick Leave Bank, consistent with District Policy and Alaska Law. During any period during which the District maintains the Sick Leave Bank, the usage and granting of sick leave from the bank shall be administered by the Union who shall hold the District harmless from any claims including claims of unfairness or impropriety in the allocation of leave from the Bank.

The CEA Sick Leave Bank will be set up within two months of ratification and leave, or a fair pro rata portion, donated by bargaining unit members will be transferred to the CEA Sick Leave Bank. Allocation of leave between bargaining units or groups will be reasonable and fair.

ARTICLE XVI: SALARY

A. Column Placement

Column placement shall be governed by the following definitions:

1. "B": shall mean a Baccalaureate Degree from an accredited institution and a standard Alaska Teaching Certificate.

2. “B+18”: shall mean eighteen (18) hours of approved coursework earned from an accredited institution subsequent to the conferring of the Baccalaureate Degree.
3. “B+36”: shall mean thirty-six (36) hours of approved coursework earned from an accredited institution subsequent to the conferring of the Baccalaureate Degree.
4. “M+0”: shall mean a Master’s Degree earned from an accredited institution subsequent to the conferring of the Masters Degree.
5. “M+18”: shall mean eighteen (18) hours of approved coursework earned from an accredited institution subsequent to the conferring of the Master’s Degree.
6. “M+36”: shall mean thirty-six (36) hours of approved coursework earned from an accredited institution subsequent to the conferring of the Master’s Degree.
7. “M+60/D” shall mean sixty (60) hours of approved coursework earned from an accredited institution subsequent to the conferring of a Doctoral Degree.
8. “Hour”: shall mean a semester hour or the equivalent thereof.
9. “Approved Coursework”: shall mean coursework in the teacher’s field of certificate subject endorsement or leading to an additional endorsement, in post-graduate degree program in the area of the teacher’s certificate endorsement or leading to an additional endorsement, or that which has been approve in writing by the Superintendent except for coursework for which a grade of “D” or “F” was received. Starting for the school year 2015-2016 hours of approved coursework earned prior to the Teacher obtaining a teaching certificate will not count for additional credit or placement on the Salary Schedule. However, hours of course work for which credit has been granted for school year 2014-2015 are grandfathered and will continue to count towards placement on the Salary Schedule as long as the Teacher is continuously employed by the District.
10. “Accredited Institution”: shall mean a college or university accredited by the Northwest Association of Schools and Colleges or by an equivalent Association in another region. The Superintendent may include other institutions as “accredited institutions.”

B. Step Placement

1. The teacher newly appointed to the District with no years of prior creditable school experience shall be placed at Step 0. For each year of prior out-of-District creditable school experience, the teacher newly appointed to the District may be advanced one (1) step for each such year up to a maximum of Step 7 for the teacher holding a Baccalaureate Degree and up to a maximum of Step 9 for the teacher holding a Master’s Degree or higher.
2. After initial step placement, the teacher shall be advanced one (1) step for each year of in-District creditable school experience until the teacher reaches the last step of the column. The

teacher shall be advanced additional steps only after qualifying for placement in a more advanced column.’

3. A “year of creditable school experience” shall be defined as provided in AS 14.20.220(g) and related statutes and 4 AAC 15.020.

C. Documentation

1. The teacher shall be responsible for having documentations of official transcripts and verification of creditable school experience, sent promptly to the District Office from the conferring institution(s) and/or the former employer(s) respectively. Official retirement system records, or other documentation deemed sufficient by the Superintendent, may be submitted if the teacher is unable to secure the documentation from a former employer.
2. The teacher being newly appointed shall be placed initially on the Salary Schedule on the basis of official documentation received in the District Office. Such documentation for the current year shall not be accepted after November 15 except upon the written approval of the Board.
3. Teachers planning to move a column on the salary schedule must present official transcripts to the Human Resources with a letter requesting the column move. Official transcripts and the written request for movement must be received by November 15. Salary upgrades will be applied for the entire year providing coursework was completed before the school year began. Transcripts and requests for column movement must be received no later than November 15 and will be activated with the next employment contract.

D. Payment of Salary

Teachers may elect to have their annual salary paid in nineteen (19) equal bi-monthly installments. Alternatively, teachers can elect twenty-four (24) installments. Under the 24 installments program the checks are paid bi-monthly into June. In June, paychecks are paid weekly so that the District can close its finances by June 30. Teachers that do not receive direct deposit may elect to receive their pay by mail in July and August if they inform the business office in writing no later than May 31. The yearly declaration, once declared, cannot be changed. The first installment shall be on no later than August 31 with subsequent installments paid bi-monthly no later than the 15th and the last day of each month. The District shall make payroll deductions as required by law and as may be authorized in writing by the teacher, limited to the following:

- Housing rent
- Retroactive retirement contributions, upon approval of the Teachers’ Retirement System
- Insurance premiums for District-sponsored optional group coverage’s
- Association dues, and

- Other deductions as may be approved by the Superintendent

E. One R/T: Anchorage to Chevak

All full-time teachers employed with the District for 2018-2021 will be reimbursed for one round-trip airfare from Anchorage to Chevak, not to exceed \$1000.00 per school year. Receipts for reimbursement must be submitted to the District. Teachers may purchase miles with this benefit.

F. Salary Enhancements for Returning Teachers

During each of the three years of this contract, and only in those years, all returning certified employees shall receive a one-time salary enhancement of \$1,000. The enhancement shall be paid in a separate check or as an enhancement to a regular payroll check or direct deposit. For the first year, the enhancement shall be paid as soon as reasonably possible after the mutual ratification of this Agreement. In 2019 and 2020, the enhancement will be paid before the end of September. This agreement does not create a continuing practice of or any promise of yearly salary enhancements following the expiration of this Agreement. Specifically, future salary enhancements are not a part of the legal status quo upon the expiration of this contract.

G. Salary Schedule for 2018-2021

Steps	B	B+18	B+36/M	M+18	M+36	M+60/D
0	52,200	53,842	55,484	57,126	58,768	60,410
1	53,842	55,484	57,126	58,768	60,410	62,052
2	55,484	57,126	58,768	60,410	62,052	63,694
3	57,126	58,768	60,410	62,052	63,694	65,336
4	58,768	60,410	62,052	63,694	65,336	66,978
5	60,510	62,152	63,794	65,436	67,078	68,720
6	62,152	63,794	65,436	67,078	68,720	70,362
7	63,794	65,436	67,078	68,720	70,362	72,004
8	65,436	67,078	68,720	70,362	72,004	73,646
9		68,720	70,362	72,004	73,646	75,288
10			72,204	73,846	75,488	77,130
11			73,846	75,488	77,130	78,772
12			75,488	77,130	78,772	80,414
13				78,772	80,414	82,056
14					82,056	83,698

H. All schedule increases are on a per year basis. The increase is to annual compensation. To the extent that a Teacher's salary as determined for the 2018-2019 school year (above) exceeds their salary before contract ratification the increase shall be retroactive to the Teacher's first paycheck for the 2018-2019 school year and KSD will provide back pay.

I. School Specialists with Type A, Type C, or classified experience shall receive a base salary pursuant to the then current salary schedule. However, the District may augment that base salary to meet

market conditions to compensate for additional time and duties not common to the rest of the bargaining unit or during periods when grants provide for additional funds for those positions.

ARTICLE XVII: INSURANCE

A. Health Insurance

The District shall provide health insurance for teachers. The District shall also provide health insurance for a teacher's dependents. Health care insurance for all teachers who complete their contracts shall remain in effect through July 31 of the contract year. Teachers terminating their employment without completing their contract after May 1 shall be covered through the end of the last day of their contract term. For returning teachers, health care coverage shall be continuous. In addition the District will maintain a form of health reimbursement arrangement. The administration, design and funding of any such arrangement is at the sole discretion of the District.

B. Health Insurance Premiums

Annual health insurance premiums will be paid by teachers via equal monthly payroll installments. Effective July 1, 2018:

1. Employees shall pay 11% of the total annual monthly insurance premium
2. KSD shall pay 89% of the total monthly premium
3. The employee's liability for increases in the employee's share of the cost of health insurance shall not exceed \$500 during the term of this agreement.
4. Payroll Deductions: The employee's portion of the total annual cost of insurance or the remaining cost for any partial year will be calculated and divided by the number of remaining paychecks or paydays and that amount will be evenly deducted from regularly paid employee wage.
5. The employee's monthly payments shall be recalculated when the premiums change. The new premium rates will be set by the current health plan provider. Any changes will be communicated to the employee prior to commencement and shall be in line with provisions alluded to in Section B.3 of this article.
6. The annual premium paid by the employee is based on the insurance option selected by the employee.
7. To the extent that the 11% rate is less than an employee was charged before this contract was ratified, the employee shall be reimbursed for the difference in pay checks issued from August 31 forward. All Employee payments for their share of health insurance shall be deducted from salary and to the extent allowed by law, paid on a pre-tax basis.

C. EXAMPLE: In the fall of 2018 the health insurance rates for the various options are set out below. If an employee chooses to have their compensation paid in 24 installments their health contribution per pay period is as follows:

<u>Coverage</u>	<u>Monthly Premium</u> (based on 12 months)	<u>11%</u>	<u>1/2 = Deduction per paycheck</u>
Employee Only (EE)	1176.40	129.40	64.70
Employee & Spouse (ES)	2468.86	271.57	135.78
Employee & Children (EC)	2299.90	252.99	126.50
Employee & Family (EF)	3592.60	395.18	197.59

Disclaimer: The above rates have been stated in good faith based on information provided by the Public Education Health Trust and reviewed by the parties. To the extent that there is any error in the statement of the rates or the calculation of the employee shares now or in the future it is understood that the District may increase or decrease payroll deductions to correct good faith errors in calculating employee contributions toward the 11% agreed participation in the annual cost of the employee’s health coverage.

D. Opt Outs

Employees may be allowed to opt out of coverage as provided in the rules for the insurance plan. To opt out the participant must have other coverage. An employee who does not carry any level of District health coverage (EE, ES, EC, EF) may qualify for an opt out stipend as determined by the budget director.

E. Life Insurance

The District will provide life insurance in the amount equal to twice each teacher’s annual salary.

F. Accidental Death and Dismemberment Insurance

The District will provide accidental death and dismemberment insurance in an amount equal to twice each teacher’s annual salary.

ARTICLE XIII: EXTRA DUTY JOBS

DUTY	STIPEND
Extra-Curricular/Academic Activities Supervisor	\$4,000.00
Athletics Coordinator	\$4,000.00 or \$2,000 if there is a planning period
Spelling Bee Sponsor	\$400.00
Cross Country Running H.S.	\$2,500.00
Cross Country Running M.S./Elementary	\$1,000.00
Head Wrestling Coach	\$2,750.00
Middle School Wrestling/Elementary	\$1,500.00
Head Volleyball	\$2,250.00
Assistant Volleyball	1,000.00
Head Boys Basketball	\$3,750.00
Head Girls Basketball	\$3,750.00
Assistant Basketball Boys/Girls	\$1,750.00
7 th & 8 th Grade Basketball Boys/Girls	\$1,250.00
H. S. Native Youth Olympics	\$1,250.00
M.S. Native Youth Olympics	\$1,000.00
12 th Grade Advisor	\$1,000.00
11 th Grade Advisor/Prom	\$1,000.00
10 th Grade Advisor	\$1,000.00
9 th Grade Advisor	\$1,000.00
H.S. Student Council Advisor	\$1,000.00
M.S. Student Council Advisor	\$750.00
Elem Student Council Advisor	\$500.00
Yearbook Advisor (if not a class)	\$750.00
Battle of the Books Coordinator	\$750.00
Month School Newsletter (if not a class)	\$750.00
Qaspeq Makers	\$500.00
Other After School Activities/Club Sponsors	\$100.00 - \$1,500.00 (or more pending an MOU)
After School Hourly Wage Certified	\$35.00

Note: The District may create additional extra duty jobs, but in no event will the District be required to compensate those jobs for more than \$1,500 without a Memorandum of Understanding between the parties.

ARTICLE XIX: TUITION REIMBURSEMENT

The District will provide a maximum of eight thousand dollars (8000.00) for the purpose of tuition reimbursement for qualified graduate (500 level and above) classes or if otherwise approved by the superintendent. The reimbursement will be on a first-come-first-serve rotational basis and requires a letter grade of “B” or higher. The yearly allotment does not roll to the next school year if the balance or entire tuition allotment is unused. While teachers are not limited in the number of classes they may take, the District will only reimburse a teacher for three (3) credits a year up to a cap of \$800.00 per year per teacher. Courses must be education- related and reimbursement approval is at the sole discretion of the Superintendent.

ARTICLE XX: NEGOTIATIONS

This agreement will expire on June 30, 2021. Either party to this Contract may start negotiations by a written communication to the other party between November 15, 2020 and January 25, 2021. This request will normally be made by the President of the Association or the Superintendent of Schools. Within twenty (20) days of receipt of the written request, the negotiations teams of the two parties shall meet at a mutually agreeable time and place. The aforementioned twenty (20) day time period may be extended by mutual, written agreement of the parties.

HOUSING LEASE

Kashunamiut School District
 Housing Lease Agreement
 2016-2017 School Year

Unit #: _____

Lessee #1 _____ _____	Lessee #2 _____ _____	Lessee # _____ _____ _____
Monthly Rental Rate _____	Monthly Rental Rate _____	Monthly Rental Rate _____ _____
Effective Dates From: _____ To: _____	Effective Dates From: _____ To: _____	Effective Dates From: _____ To: _____ _____
Cleaning/Damag e Deposit _____	Cleaning/Damage Deposit _____	Cleaning/D amage Deposit _____ _____
Pet Deposit _____	Pet Deposit _____	Pet Deposit _____ _____

Other Occupants in Unit		
Name	Relationship to Tenant	Additional Information

This agreement between the Lessee(s) named above and the Kashunamiut School District (Lessor), Rental Rate(s), Effective Date(s), and Deposit(s) shall be as cited above.

The term of this lease shall be according to the effective dates listed above.

All Kashunamiut Housing units are drug free, alcohol free and smoke free.

Only one pet per teacher is permitted. See the Negotiated Agreement for penalties and additional costs of violation of this per/pet restriction.

Lessor leases units to Lessee(s) furnished and including the following utilities: electricity, heating fuel, and water/sewer. Units are equipped with satellite dishes but subscriptions, telephone service and disposal of garbage are the responsibility of the Lessee(s).

The leased unit shall be used solely for residential purposes by Lessee(s) and household members of Lessee(s). Washers, dryers and other conveniences furnished by Lessor may not be used by persons other than Lessee(s), and household members living in the same unit.

The Lessor shall not be liable in any way for the loss or damage of the occupant's personal belongings within the housing unit. The Lessee(s) is encouraged to secure personal property insurance for personal belongings. Lessee(s) may be left in this housing unit during the summer at no charge.

A cleaning/damage deposit in the amount of one month's rent shall be required. If the occupant has a pet a pet deposit in the amount of one month's rent will also be required. The Lessee(s) will authorize a payroll deduction from the last paycheck of the year for any assessed damage against the damage and pet deposit.

Should the Lessee(s) use this unit contrary to the terms of this agreement, in a manner that disturbs the peaceful environment of the property by other tenants or neighbors, or in a manner that causes damage to Lessor's property Lessee(s) shall be required to vacate the unit. Should the employment of Lessee(s) with the Kashunamiut School District terminate for any reason, Lessee(s) and household members shall be required to vacate the unit within ten (10) days after the effective date of the termination.

By execution of this Agreement each Lessee authorizes the Kashunamiut School District to withhold from Lessee's final paycheck of the school year any lawful assessment against the deposits indicated above.

An inventory and statement of the condition of the housing unit will be attached to this Agreement when it is executed.