

COLLABORATIVELY
NEGOTIATED AGREEMENT
BETWEEN
THE ALEUTIANS EAST BOROUGH
SCHOOL DISTRICT
AND
THE ALEUTIANS EAST EDUCATION
ASSOCIATION
FOR THE TWO YEAR-PERIOD
JULY 1, 2010 THROUGH JUNE 30, 2012

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ARTICLE I PREAMBLE/RECOGNITION

This AGREEMENT reflects a tentative agreement of the Interest Based Bargaining team of teachers and board members and superintendent, and once signed under Article XXII Acceptance, by the authorized chairman and president, then becomes the official agreement for the term noted above.

The Aleutians East Borough School District (AEBSD or District) recognizes the Aleutians East Education Association (AEEA or Association) as the exclusive bargaining representatives for all certificated personnel employed by the District, or those who have been offered and have accepted a contract with the District but have not begun to work, those on District leave, and long-term substitutes. The bargaining unit shall include teachers, principal/teachers, counselors, and certificated librarians.

The bargaining unit shall exclude the superintendent, central office administrators, and principals. The District will not bargain with or recognize any "teacher organization" other than the Aleutians East Education Association as representing the teachers of the District in the bargaining unit defined in this section, so long as the Association continues to represent a majority of the certificated employees covered by this contract.

ARTICLE II DURATION

This agreement shall be effective July 1, 2010 and shall continue in force until June 30, 2012. The terms and conditions of employment contained herein shall remain in full force and effect at not less than the conditions stated until a successor contract has been negotiated, except as allowed by the Public Employment Relations Act.

ARTICLE III CONFORMITY TO LAW

If any Article or part of this AGREEMENT is held to be contrary to law or nondelegable by a court of competent jurisdiction, or if compliance with or enforcement of any Article or part would be restrained by such court, the remainder of the AGREEMENT shall not be affected thereby and the parties shall meet to resolve the affected language with the resolution signed by the parties and attached to this AGREEMENT as an addendum.

ARTICLE IV STATUS OF AGREEMENT

If a teacher's individual contract contains language inconsistent with the terms of this agreement, this agreement shall be the controlling document.

ARTICLE V DEFINITIONS

Unless the context in which they are used clearly requires otherwise, words used in this AGREEMENT denoting gender shall include both masculine and feminine; and words denoting numbers shall include both singular and plural.

For the purpose of this AGREEMENT words used shall be defined as follows:

A. "AGREEMENT" or " MASTER CONTRACT" shall mean this document, and all of the provisions herein in their entirety.

B. " Association" shall mean Aleutians East Education Association and "District" shall mean Aleutians East Borough School District.

C. "Association Representative" and "Association Representation" shall mean Association president or his/her designee.

D. "Board" shall mean the Aleutians East Borough School Board.

E. "Consultant" shall mean any party who is not a staff or Board member.

F. "Day" shall mean calendar day, excluding holidays, except as otherwise specified in this agreement.

G. "Long Term Substitute" – A teacher placed under contract to perform duties of a teacher for a specified time, as set forth in 4 AAC 18.021.

H. "Head Teacher" when designated by the Board, shall mean a certified staff member with a Type A certificate whose responsibilities include classroom instruction and assigned administrative duties, but excluding teacher or staff evaluation.

I. "Seniority" shall mean the period of service in the Aleutians East Borough School District including approved leaves. The date of hire shall be the most recent date of hire.

J. "Superintendent" shall mean the superintendent or his/her designee.

K. "Teacher" shall mean any certificated staff member in the Aleutians East Borough School District whose primary responsibility is that of instruction or direct services to students, and/or included in the bargaining unit.

L. "Transfer" shall mean the assignment of a teacher to a different position INCLUDING the change of community.

M. "Reassignment" shall mean the assignment of a teacher to a different position INCLUDING change of grade level and/or subject area(s), BUT EXCLUDING change of community.

N. "AEBSD" shall mean Aleutians East Borough School District.

ARTICLE VI DISTRIBUTION

The District will distribute fifty (50) copies of this AGREEMENT to the Association President within thirty (30) days of its final ratification. The District will, upon request, make additional copies of this document available electronically, by electronic mail, and by placing this AGREEMENT on the District's website. Additional paper copies of this document will be made available to the Association upon request; however, reproduction costs for the additional copies will be borne by the Association.

ARTICLE VII NEGOTIATIONS

The AEBS/AEEA negotiated team supports the collaborative bargaining process, such as Interest Based Bargaining, and expect that in future negotiations this process will be considered. Administrative leave will be granted for negotiations. The meeting procedures described below will be followed:

A. Meeting Procedure

1. A certified letter requesting negotiations be opened may be submitted by either party after October 1st of the school year in which this Agreement expires. The first meeting shall be held within 20 school days upon receipt of the request. Requests by the Association shall be directed in writing to the Superintendent. Requests for negotiation meetings by the District shall be made to the President of the Association.
2. Meetings will be established to include time and place by mutual agreement. Also, parties will coordinate travel arrangements in order to minimize costs.
3. A maximum of two consultants may be present at the table for negotiations for either party.
4. Negotiation teams shall consist of no more than three (3) members each plus consultants. Unless larger teams are mutually agreed upon AEEA and the District.
5. Providing that arrangements for classroom duties are made, each representative of the Association or negotiation team member may be released with pay for the purpose of negotiations.
6. Should an agreement not be reached within ninety (90) days following the first negotiation session, a state of impasse shall exist. Prior to that, impasse may be declared by mutual agreement if all items have been discussed. The date of impasse may be extended by mutual agreement of the two negotiating teams.

B. Mediation

Should good faith negotiations not result in an agreement, either party may call for selection of a mediator as provided in the applicable current statute. In the event that mediation results in continued impasse, the remaining items in contention, along with the agreed upon Articles, will be referred to an advisory arbitrator. The suggested procedures of the American Arbitration Association shall be followed in the selection of such an arbitrator. Cost for the advisory arbitrator shall be borne equally by the Association and the District.

C. Ratification

1. The completed set of tentative agreements arrived at through negotiations and/or mediation shall be reduced to writing and prepared for distribution by the Association to each member of the Association and to each member of the Board.
2. When a majority of the members in the bargaining unit cast an affirmative vote, and when a majority of the members of the School Board cast an affirmative vote, this agreement shall be considered ratified. It will then be signed by the properly designated representatives of the District and Association.

ARTICLE VIII ASSOCIATION RIGHTS

A. Notification of Board Meeting

Prior to each Board Meeting, the District shall provide to the Association representative a copy of the agenda and back up information on agenda items. This information will be the same as that provided to the Board except for confidential materials and non-public information. This information will be delivered in the same manner to the Board.

B. Charter to Board Meeting

District paid charters transporting Board members and District personnel to Board meetings may be used by an Association representative on a space available basis to attend Board meetings if chargeable to Association leave and upon approval of the Superintendent, if suitable arrangement has been made to carry out the representative's classroom responsibilities.

C. Association Attendance at Board Meetings and Workshops

If a Board meeting and or workshop is held during school hours, the Association representative shall be granted time to attend, chargeable to either Association or personal leave.

D. The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

1. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association shall also have the right to use the teacher mailboxes to distribute Association material.
2. The Association shall have the right to use school facilities for meetings and school equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of materials and supplies incident to such use and shall be responsible for proper operation of such equipment.
3. Association representatives shall be permitted to transact official Association business during times that do not conflict with the supervision of, planning for, or instruction of students.
4. The Association shall be notified by the District of the occurrence of any written disciplinary action of any teacher. A teacher shall have the right to have an Association representative at all meetings pertaining to disciplinary actions.

ARTICLE IX TEACHER RIGHTS

A. Nondiscrimination

The District shall not discriminate against any certificated employee due to participation, membership, or non-membership in the Association, so long as the activity does not conflict with local, state, or federal regulations or laws.

B. Right to Comment and Criticize

The District recognizes the teacher's right to comment and criticize as per AS 14.20.095.

C. Open Personnel Files

All teachers' personnel files shall be maintained under the following conditions:

1. All materials, except references and information originating outside the District on the basis of confidentiality, placed in a teacher's personnel file, shall be available to that teacher upon request and in the presence of, the Superintendent or his/her designee. Anonymous material shall not be placed in the file.
2. The teacher shall receive a copy of all material to be placed in that teacher's personnel file regarding conduct, performance, character or personality during the teacher's employment with the District. No material describing conduct or performance will be placed in a teacher's file unless the teacher has had an opportunity to read and sign the document. Such signature does not necessarily indicate agreement with the content of such material.
3. The teacher shall have the right to respond in writing to material filed under this subsection and have the response placed in the file with materials referenced in the response.

4. Evaluation forms and other documents pertaining to teacher performance and character shall remain a permanent part of the teacher's personnel file and no such items shall be removed without written permission of the teacher.

5. The teacher shall be furnished copies of materials in the teacher's personnel file upon written request on a one-time basis at District-expense. On an annual basis, the teacher may also make a written request for copies of newly filed materials, also at District-expense. Additional requests and copies will be at the teacher's expense. For purposes of this paragraph, the term "teacher" shall include the teacher's designee provided that the designee's authorization is in writing and filed with the District.

6. Upon the teacher's written request, material found to be inaccurate or untrue as determined through the grievance procedure, will be removed from the teacher's personnel file.

D. Assignment of Administrative Duties

When the site administrator must be off site s/he shall, in writing, appoint a designee to assume his/her duties with copies sent to immediate supervisor and superintendent. The designee will not be responsible for staff evaluations. Prior to planned absences of the site administrator, the designee will be briefed on responsibilities and procedures. The designee will be compensated at the rate of \$75.00 per day (based upon the head teacher compensation). A substitute may be provided on a case-by-case basis.

E. Due Process

1. No employee shall be disciplined without cause. The specific grounds forming the basis of disciplinary action will be made available to the employee and the Association in writing.

2. An employee shall be entitled to have present a representative of the Association during any meeting, which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no permanent action shall be taken with respect to the employee until such representative of the Association is present, unless the employee fails to obtain the presence of an Association representative within 24 hours of the District's notification to the employee that a meeting is to take place.

3. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

4. Any complaint made against a teacher by any parent, student or other person, other than a complaint that may constitute a crime, will be called to the attention of the teacher. Any complaint, other than a complaint that may constitute a crime, not called to the attention of the employee within a reasonable time may not be used as the basis of any disciplinary action against the employee.

5. This section does not apply to dismissal of tenured or non-tenured teachers.

ARTICLE X DISCRETIONARY INSTRUCTION FUND

Each teacher may be reimbursed up to two hundred dollars (\$200.00) for the purchase of instructional supplies and materials to use in his/her classroom. Such purchases do not supersede the normal process established by the District for ordering of such materials and supplies, but will be utilized only when the teacher is traveling. Teachers must furnish receipts. Teachers shall follow reasonable procedures to be developed to assure accurate bookkeeping and compliance with School District Policies. Materials purchased in this manner become the property of the District.

ARTICLE XI CONDITIONS OF EMPLOMENT

A. Contract

Contracts will be considered binding. Any teacher who resigns after signing his/her contract without mutual agreement may be subject to a fine as follows: \$3,000.00 from signing to July 1.

B. Standard Teacher Contract

A standard teacher's contract shall consist of 189 days: 180 school days, paid holidays as described in A.S. 14.03.050, and the balance in workdays.

C. New Teacher Contracts

Teachers new to the AEBSB will work 190 days on the first year of hire. This additional day is for mandatory orientation. The per diem rate for the first year AEBSB teachers shall be calculated at 1/190 of her/his base contract salary. In the second and succeeding years said teachers shall work the regular 189-day schedule. Should the District not schedule an orientation day for new teachers, the per diem rate for new teachers will be the standard rate of 1/189 of their base contract salary.

D. Teacher Work Day

1. Teachers will work forty (40) hours per week including a thirty (30) minute duty free lunch. At least (7 ½) hours of instructional improvement time to be used for improving the quality of instruction by cultivating technology, enriching curriculum, and doing similar activity.
2. Teacher participation in up to four (4) evening on-site school events per school year may be required. Where practicable, reasonable notice of required attendance at on-site school events will be provided to affected teachers. Evening meetings shall not generally be scheduled for more than two (2) hours and shall generally end by 9:00 p.m. on

Monday through Friday. The District will allow early release of teachers for evening Parent-Teacher conferences, after teacher preparation for the conferences is completed.

E. Part-Time Employment

The District shall credit part-time teaching in the District according with 4 AAC 15.020, as follows: The District shall add together, to equal a year of creditable service for salary step movement, two or more years of part-time teaching in the District totaling at least 140 instructional days.

At the option of the District, a part-time teacher may be required to attend full-day in-services. In that event, the teacher shall receive his/her full-day rate of pay.

F. Assignments and Transfers

Determination of placement of all staff members within the District and specific assignments to each school is the responsibility of the District Superintendent. The Superintendent shall annually prepare a tentative staffing plan as soon as practically possible.

The District shall notify tenured teachers of their site location and tentative teaching assignment for the following year March 15th following notification of intent to re-employ. The site location and tentative teaching assignments shall be expressed in an individual's service contract.

Changes after notification in site and assignment shall be made only after consultation with the affected employee and shall not be made for arbitrary or capricious reasons.

The initial placement of a teacher new to the District will be finalized by September 1st. If a new teacher's initial assignment is changed to a new location, the District will pay relocation costs. A minimum of thirty (30) days notice shall be given.

G. Voluntary Transfer and Reassignment

Each teacher shall have the right to request a voluntary transfer for any vacant position for which the teacher qualifies. The request for transfer shall be communicated to the superintendent.

The superintendent may facilitate mutually agreed upon teacher exchanges within the District. If the district initiates the transfer, it will bear the costs of relocation.

The District shall announce vacancies when they have knowledge of their occurrences.

H. Involuntary Transfer

The District has a legal responsibility and duty that may necessitate involuntary transfer. Involuntary transfers will be a basic management right, and will not be arbitrary or capricious, nor a disciplinary action. The criteria to be utilized in making involuntary reassignment of

location decisions shall include, but not to be limited to, program need, teacher qualifications (including certificate endorsement, experience, and education), impact on sending and receiving schools, and seniority with the District.

The overriding factor shall be the School District's determination of what placement best serves the educational program, and ultimately provides optimal educational opportunity for students.

District will use involuntary transfer only after all other options have been exhausted. Positions will be posted when they become available and teachers may request the position on a voluntary basis. District will utilize the available staff volunteers first.

District will make every reasonable effort to reach satisfactory agreement with teacher.

Involuntary transfer by (the District/AEBSB Board) will be made only after consultation with the teacher, principals, and the superintendent.

The teacher will be provided with written reasons. Involuntary transfers shall not be capricious or for disciplinary reasons.

After receiving written notice from the District, the teacher will have ten workdays of administrative leave, exclusive of holidays, to put personal/business affairs in order and to move.

All pre-authorized moving expenses will be paid by District. If the teacher has a binding home rental lease, the District will assume all responsibility for rent for the duration of the annual lease.

Three to seven contracted teacher workdays will be granted in addition to the moving time to prepare for the new position. The superintendent may agree to a greater number of days. The teacher will have the opportunity to meet with exit/entry site administrator. The cost of mutually agreed upon training will be assumed by the District.

A record of all correspondence and notification will be made to document due process.

Involuntary transfer shall not place married couples in different communities.

Teachers will not be involuntarily transferred to itinerant positions.

Whenever practicable, notice shall be delivered by the last day of the school year for an involuntary transfer of location that is to become effective the beginning of the next school year or thirty (30) days in advance for an involuntary transfer that is to become effective during the school year.

Teachers hired subsequent to the 2006-2007 school year may be involuntarily transferred.

Teachers will be informed by the District when hired, that there is a possibility of being involuntarily transferred.

After being notified of involuntary transfer, but before any relocation expenses are incurred by the District, a teacher who resigns with thirty (30) days notice will not have to pay the contract fine written in Article XI A of this contract.

If the teacher does not wish to accept an involuntary transfer, the teacher shall be granted, upon written request, a non-compensated leave of absence to the end of the school year during which the transfer was to take effect. If the teacher returns to the District, the teacher shall be assigned to any location or duties for which he/she is qualified.

ARTICLE XII COMPENSATION

A. Below is the salary schedule for the 2010-2011 school year.

FY11	4% Increase		MA	MA+18	MA+36
STEP	BA	BA+18	BA+36	BA+54	BA+72
0	44,800	46,628	48,458	50,286	52,116
1	46,628	48,458	50,286	52,116	53,945
2	48,458	50,286	52,116	53,945	55,773
3	50,286	52,116	53,945	55,773	57,600
4	52,116	53,945	55,773	57,600	59,431
5	53,945	55,773	57,600	59,431	61,261
6	55,773	57,600	59,431	61,261	63,090
7	57,600	59,431	61,261	63,090	64,918
8		61,261	63,090	64,918	66,748
9		63,090	64,918	66,748	68,577
10		64,918	66,748	68,577	70,405
11		66,748	68,577	70,405	72,234
12			70,405	72,234	74,062
13				74,062	75,892
14					77,721

B. Below is the salary schedule for the 2011-2012 school year.

FY12 STEP	3% Increase				
	BA	BA+18	MA BA+36	MA+18 BA+54	MA+36 BA+72
0	46,144	48,027	49,912	51,795	53,679
1	48,027	49,912	51,795	53,679	55,563
2	49,912	51,795	53,679	55,563	57,446
3	51,795	53,679	55,563	57,446	59,328
4	53,679	55,563	57,446	59,328	61,214
5	55,563	57,446	59,328	61,214	63,099
6	57,446	59,328	61,214	63,099	64,983
7	59,328	61,214	63,099	64,983	66,866
8		63,099	64,983	66,866	68,750
9		64,983	66,866	68,750	70,634
10		66,866	68,750	70,634	72,517
11		68,750	70,634	72,517	74,401
12			72,517	74,401	76,284
13				76,284	78,169
14					80,053

C. Salary Schedule Placement

Official transcripts will be considered for salary placement adjustment for the current year if received in the District Office prior to December 1. Transcripts received December 2 and later will be considered for adjustment in the subsequent school year.

Each teacher shall be placed on the highest number step for which s/he qualifies on the column. The teacher shall qualify for movement of one step for each year of teaching experience. All experience must be complete years in the teaching field. Teachers with a Bachelor Degree will be given credit for up to six (6) years of employment as a certified teacher. Teachers with a Master Degree will be given credit for up to eight (8) years of employment.

Credits listed in the salary schedule are based on semester hours where each quarter hour is equal to 0.667 semester hours. Any graduate credit or undergraduate credit that directly relates to one's present teaching assignment or certification, or any credit to attain an additional certification in the State of Alaska, shall qualify as credits to move from one vertical column to another. Prior administrative approval for courses outside teacher's teaching area within the

District will be needed. Only hours earned after a teaching certificate has been earned will be considered for advancement on the salary schedule.

D. Teacher/Site Administrator Stipends

1. Head Teachers will receive a \$5,000.00 annual stipend for her/his added duties and responsibilities beyond those required for regular classroom teachers. Head Teachers will work the same 189 days as other teachers. Head Teachers will report to the Area Administrator and perform administrative duties as assigned. The Head Teacher will also receive compensation at her/his daily rate for any additional days of duty required by the District beyond the 189 days.

E. Weekend Chaperone Compensation

A teacher who chaperones students to another town on weekends for activities not already covered by an extra-curricular stipend, shall receive compensation at the individual's salary per diem rate for each Saturday and/or Sunday required by that activity.

ARTICLE XIII FRINGE BENEFITS

A. Health Insurance

The District agrees, during the period of this AGREEMENT, to provide a comprehensive program of health insurance. The District will provide major medical, dental, and vision insurance for a full-time teacher, spouse, and dependents. During the period of this AGREEMENT, the District will provide a plan with a level of coverage similar to the current level of coverage.

For the duration of this AGREEMENT each teacher will contribute a sum of \$50 per month to his/her insurance costs. Each teacher with a non-teacher spouse who is included in the coverage will pay an additional \$50 per month. There will be no additional employee contributions for children.

The District shall establish a committee to consider cost containment measures. The Committee shall be comprised of a School Board member, the District Superintendent, Business Manager, the President and Vice-President of AEEA or their designees. The Committee shall make any recommendations to the School Board for its consideration no later than September 1, 2012.

The District will offer a Section 125 flexible spending account plan.

B. Travel to Assignment

1. Each year for the duration of this agreement the District will pay the cost of round trip airfare between duty stations and Anchorage for each teacher in the following amounts:

Sandpoint: \$661.00 Nelson Lagoon: \$1,070.00

Cold Bay:	\$734.00	False Pass:	\$1,002.00
King Cove	\$938.00	Akutan:	\$1,341.00

Any teacher who is paid for travel under this provision and who, for any reason, does not complete the contract year may be required to repay the full amount of such travel reimbursement.

2. For teachers who are already at their duty stations before an in-service or other District-required meetings, the District will pay for the teacher's travel to and from those meetings.

C. Early Retirement Incentive

Any certified teacher who has earned fifteen (15) or more years of Teachers' Retirement (TRS) credit and who is at or above step ten (10) of the current AEBSD salary schedule is eligible for an early retirement incentive bonus of \$10,000 in one lump sum or \$5,000 per year for three (3) years. The applicant must submit a written application/resignation by December 31 of the current school year to be acted upon by the Board with retirement effective at the conclusion of that academic school year. This person is not eligible for rehire as a certified teacher on a full time basis.

D. Life Insurance

The District will provide the teacher, at District expense, term life insurance in the amount of \$20,000.

E. Tuition Reimbursement

Teachers who have been employed with the District for two years or more will be reimbursed tuition for up to \$800.00 per school year for upper division undergraduate or graduate course work.

ARTICLE XIV EXTRA DUTY PAY

Compensation for extra-duty shall be a percentage of the base salary on the salary schedule.

- 5% Cheerleading/Pep club
- 3.5 % Akutan, False Pass, Cold Bay and Nelson Lagoon Volleyball
- 4% Cross Country
- 7% Sand Point and King Cove Wrestling
- 4% Music
- 10 % Sand Point and King Cove Basketball
- 10 % Activities Coordinator
- 7% Sand Point and King Cove Volleyball
- 6% Student Government
- 5% Akutan, False Pass, Cold Bay and Nelson Lagoon Basketball
- 3.5% Native Youth Olympics

An administrative discretionary fund which can be used for supplies, travel, or advisor compensation for academic activities will be available in the amount of \$1,000 per small site and \$2,000 per large site.

1. For each year of coaching experience \$70 will be added to the stipend.
2. No limit of experience within the District
3. Experience outside the District up to 6 years may be brought in.
4. Seasons will conform to the Alaska School Activities Association.

At the AEBSB Board's discretion, the District may provide stipends for the following curriculum chairs: Language Arts/Social Studies, Math/Science, and Vocational Education/Misc. The stipend will be 4%. In a review year the stipend will be 6%.

Compensation will be awarded for teachers working on curriculum development outside the normal teacher work year. If hired by the District, the teacher will be compensated at the rate of \$150 per day (Saturday and Sunday included). Teachers can volunteer, but will not be required to take this assignment.

At the Board's discretion, a 10% stipend may be paid at each site for an extra curricular Technology Coordinator to provide academic skill development for students and staff, and for system maintenance.

ARTICLE XV HOUSING

A. The District recognizes its responsibility to inform teachers of the availability of housing, and the District recognizes the importance of adequate teacher housing and its impact on teacher satisfaction and effective teaching.

B. Teacher housing leases in Akutan, Cold Bay, False Pass, and Nelson Lagoon, will be charged by payroll deduction at the following rates per month for twelve (12) months. For the duration of this Negotiated Agreement (July 1, 2010 – June 30, 2012) housing leases will be \$560.00/month. In the event two teachers occupy the same housing unit, there will only be one charge. The District shall reimburse one teacher living in a District provided housing unit in Cold Bay up to \$100/month for joint water/sewer charges in excess of \$100/month. In other words, the first \$100/month of such charges and charges exceeding \$200/month remain the responsibility of the teacher pursuant to paragraph C below.

C. The cost of utilities shall be paid by the teacher.

D. Teachers may leave personal belongings in their assigned housing during the summer. The District assumes no responsibility for loss or damage of personal property.

ARTICLE XVI DUES DEDUCTION

A teacher shall have the right to have Association dues deducted from their salary by written authorization. Dues will be deducted in eight (8) pay periods. As per language in the individual authority, authorization shall remain in effect until withdrawn in writing by the teacher. The Association shall notify the District by September 1 of each year of the amount of the current year's dues.

ARTICLE XVII REDUCTION IN FORCE

Reduction in force shall be in accordance with AS 14.20.177.

ARTICLE XVIII EVALUATION

A. General

The Association agrees with and recognizes the legal mandate upon the District to provide for an efficient and equitable teacher evaluation system as per AS.14.20.149 of the rules and regulations of the Department of Education. The Association also recognizes that evaluations shall be directed toward improving the quality of instruction and facilitating the learning process. It also recognizes that formal evaluations serve as a method for improvement for the person evaluated.

B. Procedures

1. Board-approved teacher evaluation documents shall be used for all teaching personnel, both tenured and non-tenured.
2. The certificated employee evaluation system must establish District performance standards for the District's teachers and administrators that are based on professional standards adopted by the Department of Education and Early Development by regulation.
3. At least two observations shall be required for the evaluation of each non-tenured teacher in the District each school year.
4. At least an annual evaluation shall be required of each tenured teacher in the District who met the District performance standards during the previous school year.
5. All formal observations will be made with knowledge of the teacher. At least one formal classroom observation will be scheduled with each teacher by February 15th of the school year. Except under extraordinary circumstances, a teacher's evaluation will not be based solely on an observation taken during the first month or last month of school.

6. The evaluation shall be accompanied by a descriptive commentary (narrative).
7. The teacher evaluated has a right to review each written evaluation prior to final submission and comment in writing on any matter contained in it.
8. If a deficiency is identified through the evaluation proceedings, the District shall provide a plan of assistance to alleviate that weakness.
9. The only persons having access to teacher evaluations are the teacher and specifically designated administrative staff members, or as allowed under 4 AAC 19.040(d).

ARTICLE XIX STUDENT DISCIPLINARY POLICY

The District shall adopt a District-wide student discipline policy, which shall be consistent with applicable Alaska and federal law. The student discipline policy shall include a process by which a teacher who feels the Principal or Head Teacher is not following the adopted policy may request a meeting between the Association, or parties involved. Decisions made pursuant to the student discipline policy are not subject to the grievance procedure.

ARTICLE XX LEAVES

All leaves will be pro-rated for teachers' contracted for less than a full year.

A. Sick Leave: Sick leave is covered in 4 AA 15.040 (written out below) and shall include incapacity, or illness associated with pregnancy. Sick leave shall also be available for use for immediate family as defined below. Documentation from a physician or other health care provider under the supervision of a physician may be requested.

4 AAC 15.040 Sick Leave

(a) Districts shall credit, without limit; sick leave with pay to all regularly contracted, certificated personnel in a manner consistent with the following provisions:

(1) Sick leave is accrued at the rate of one and one third days each calendar month of actual service;

(2) cumulative sick leave earned by a teacher in a school district is transferable to any other school district if the teacher's service is continuous; however, a teacher who is on approved leave of absence may retain cumulative sick leave for the duration of the approved leave;

(3) a teacher may use accrued sick leave for leave due to personal injury or illness without limitation concerning the duration of usage;

(4) Elective medical treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the teacher, shall not be eligible for sick leave.

(5) subject to limitations concerning the duration of usage established by the District, a teacher may use accrued sick leave for the death, illness, or welfare of a person in the teacher's immediate family; and

(6) a teacher is not entitled to reimbursement for accumulated sick leave except as service credit toward retirement.

(b) a false statement by a teacher regarding sick leave is sufficient grounds for cancellation of the contract and revocation of the certificate.

(c) In this section, "immediate family" includes at least the following:

- (1) husband and wife;
- (2) father and son, or daughter
- (3) mother and son, or daughter
- (4) brother and sister

B. Sick Leave Transfer

All certified employees shall be allowed to transfer up to two (2) days of sick leave per year to another certified employee. Transfer may occur when said employee has exhausted his/her own sick leave, and the donating employees have signed and submitted authorization for said transfer, with a maximum transfer of twenty (20) days per recipient per year.

Maternity/paternity/adoption leave shall be excluded, except for medical complications associated with pregnancy.

C. Family Leave

The AEBSD recognizes the statute of the Family Leave Act and it will apply to all District certified employees.

D. Adoption/Maternity/Paternity Leave

Adoption/Maternity/Paternity leave shall be granted upon application to the District. Up to five (5) days of leave with pay shall be available upon exhaustion of employee's personal leave.

Adoption Leave with pay shall be granted upon prior application to the District to a parent in order to complete the adoption process.

E. Bereavement Leave

Five (5) days per occurrence shall be granted with pay for bereavement of any member of the immediate family and/or spouse's immediate family. Such leave is non-accumulative.

F. Jury Duty and Subpoena Leave

1. Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

2. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

3. Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

G. Personal Leave

1. Employee shall have three (3) personal leave days with pay per year to be used for personal, business, household, or family matters which require absence during school hours.

Notification shall be made, if possible, to the employee's immediate supervisor for personal leave, and the applicant shall not be required to state the reason for taking leave other than that he/she is taking it under this section. Personal leave shall accumulate to a maximum of six (6) days.

No personal leave shall be taken in conjunction with holidays or vacations. Personal leave can be used upon returning to the District if weather or mechanical conditions that prohibit travel to occur.

2. Up to three unused personal leave days shall be compensated at the individual teacher's per diem rate of pay, or the teacher may have the option of transferring three days to sick leave at the end of each work year, upon the written request of the teacher before the last day of work.

H. Emergency Leave

At the District's discretion every employee shall have five (5) emergency leave days with pay per year. Emergency leave is available only after all personal and applicable sick leave have been used. Emergencies are situations which require absence during school hours. Emergency leave can be used for mechanical and weather reasons after personal leave has been exhausted. Such leave requests shall not be denied for arbitrary or capricious reasons.

I. Association Leave

The District shall provide ten (10) days of Association leave with pay; the Association will be allowed ten (10) additional days of Association leave if the Association pays the cost of substitute teachers. Association leave will be used at the discretion of the Association. Reasonable notification of intent to use Association leave shall be provided to the Superintendent. Teachers may contribute personal leave up to five (5) additional days for Association leave. Association leave in this section is in addition to release days specified in Article VII.

J. Other Leaves

Leaves of absence up to one (1) year without pay may be granted to employees for the purpose of education, travel-study, health, work in a professionally related field, child rearing, Association or Association related business. The employee, upon return from such leave, shall be granted a position in the District. Request for other leave may include a provision to return to the same position which may be granted or denied by the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year. During an unpaid leave of absence the employee may continue coverage of District health insurance pursuant to COBRA. The employee shall pay such premiums on a monthly basis. Such leave will not be denied for arbitrary or capricious reasons. Normally only 10% of the teachers (3 of the projected 35 teachers) can be on "other leave" at any one time as applicable. The District will abide by the provisions of the Alaska Family Leave Act. Employees will return at the same salary step, unless a year of teaching experience has been earned pursuant to AS 14.20.220(g).

K. Sabbatical Leaves

The District will follow the laws of the State of Alaska; see AS 14.20.280-330, Sabbatical Leave. The governing body of the School District has the responsibility for selection of teachers to be granted sabbatical leave. The board may grant one sabbatical leave every year. A teacher who does not return to the District and teach for two continuous years must repay the District the salary and insurance costs, unless the failure to teach for two continuous school years is attributable to sickness, injury, or death. The teacher will pay one-half of the insurance premium each month. The Board will pay the teacher one-half of the salary the teacher would have received had they taught in-District. Teachers taking one-half a year sabbatical will be paid three-quarters pay. The District and the teacher will pay their usual retirement rate. The application deadline will be February 1st; extenuating circumstances based on college/grant acceptance may be allowed. The teacher will return to the same salary step. The District may assist the employee in obtaining scholarships. Sabbatical leave income may be supplemented by outside sources.

L. The District shall notify all teachers via District emails of District originated professional development activities so that teachers have the opportunity to apply for such activities.

ARTICLE XXI GRIEVANCE PROCEDURES

A. Definitions

1. A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this AGREEMENT.
2. A grievant is the person of the Association making the claim.
3. A party-in-interest is the person making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

4. Teachers' Grievance Committee is a committee of Association members providing liaison, support services, and representation in grievance matters.

B. Purpose

The purpose of the grievance procedure is to secure, without delay, at the lowest possible level, equitable and prompt solution to the problems which arise affecting the welfare or working conditions of teachers and does not include non-retention or dismissal, nor a claim with regard to alleged violation of any statute or regulation.

C. Procedure

All time periods stated herein shall be considered maximum times but when required, may be extended by mutual agreement.

1. Local Level

a. In any procedure, the Teachers' Grievance Committee of the Association must be notified in writing by the grievant within fifteen (15) working days of the occurrence or perceived problem or knowledge of the alleged grievance. (Fax machines may be used for notification purposes.)

b. Following receipt of the notice of the grievance, the Teachers' Grievance Committee shall request that all parties in interest meet within fifteen (15) working days at a mutually agreed site or audio conference, and attempt to resolve the problem. The grievant may be represented by the Association.

c. The site administrator shall notify the Teachers' Grievance Committee of the disposition of the matter at this level within five (5) working days.

2. District Level

a. The Teachers' Grievance Committee will notify the Superintendent or designee of the grievance within five (5) working days after receipt of the site administrator's decision.

b. In the event that the local level and the District level are not one and the same, the grievance will be brought to the Superintendent as the next step. Procedures are the same as at the local level. Following receipt of the notice of the grievance, the Teachers' Grievance Committee shall request that all parties meet within fifteen (15) days at a mutually agreed site or audio conference, and attempt to resolve the problem. The grievant may be represented by the Association.

3. Final Appeal Level

a. If the Association is not satisfied with the disposition of the grievance at step one and/or step two, the Association can submit the grievance to binding arbitration before an impartial arbitrator within fifteen (15) working days. Unless the parties otherwise mutually agree, the arbitrator

shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this AGREEMENT.

b. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. The scope of the arbitrator's authority may be modified by mutual agreement.

D. Teacher Participation Rights

No reprisals shall be taken by the Board or any Administrator against any party-in-interest, school representative, Association member or any participant herein.

Any party may be represented at all stages of the procedure by an Association Representative of his/her choice; and further, present witnesses and documents together with advice and access of counsel.

E. Miscellaneous

1. The Association may proceed with grievances in writing for processing through the levels of procedure.

2. All decisions at any level shall be in writing fully explaining the decision and the reasons therefore and transmitted to all parties in interest.

3. All relevant material to the issue raised in the grievance shall be mutually exchanged by the parties.

4. No individual grievant or Grievance Committee member shall suffer loss of pay for their required attendance under this procedure.

5. Cooperation of Board and Administration.

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further will furnish the Association such information as is required for the processing of any grievance.

6. Release Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, s/he shall be released without loss of benefits. Association representatives are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are

scheduled during the working day. This provision, however, is not to interfere with student contact time.

7. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

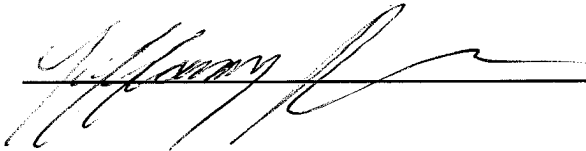
8. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure.

ARTICLE XXII ACCEPTANCE

The following representatives duly recognized by the Aleutians East Borough School District and the Aleutians East Education Association do accept and approve this agreement as ratified.

For the Aleutians East Borough School District



For the Aleutians East Education Association

