

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**NENANA CITY PUBLIC SCHOOL DISTRICT**

AND

**NENANA EDUCATION ASSOCIATION**

**July 1, 2007 through June 30, 2010**

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**AGREEMENT AUTHENTICATION EXECUTION**

WHEREAS, the representatives of the Board and the representatives of the Association have collectively bargained the terms and conditions of this Agreement; and

WHEREAS, the Association has certified in writing that this Agreement has been ratified by the affirmative vote of a majority of the Association's members; and

WHEREAS, the Board has ratified this Agreement by the affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE, BE IT RESOLVED that the Board and the Association do hereby certify that this document is an authentic and true copy of said Agreement; and

BE IT FURTHER RESOLVED that the Board and the Association do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and of the Association President.

\_\_\_\_\_  
Marilyn Duggar, President  
Nenana City Public School District Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darren Mudge, President  
Nenana Education Association/NEA-Alaska/NEA

\_\_\_\_\_  
Date

## 100 DEFINITIONS

**Agreement:** This collective bargaining agreement.

**Association:** The Nenana Education Association/NEA-Alaska/NEA.

**Association President:** The President of the Association or his or her designee.

**Board:** The governing body of the Nenana City Public School District.

**Day:** A calendar day except as otherwise provided in this Agreement.

**District:** The Nenana City Public School District.

**Seniority:** Continuous length of service counted from the first contract day of any school in the District for that school year. If two (2) or more Teachers have the same date of hire, then seniority will be determined by job qualifications based on transcripts and teaching experience. Seniority for Teachers hired after the first day of school will be dated from their first contract day worked.

**Superintendent:** The Superintendent of the District or his or her designee.

**Teacher:** A regularly contracted District employee who occupies a position for which a standard Alaska Teacher's certificate is required, who is regularly assigned to work at least half the standard work day, and whose primary duty assignment is to provide direct instructional, counseling, or library services to students.

## 200 MANAGEMENT RIGHTS

The Board expressly retains all rights, powers, and duties to govern and manage the District except as may specifically be limited or abridged by this Agreement. For illustrative purposes and without in any way affecting the generality of the above statement, said management rights shall include but not be limited to:

1. The determination of the mission, goals, objectives, programs, curriculum, budget, organization, staffing, and operation of the District including the means and methods for accomplishing same;
2. The administration of the District, the operation of the schools, and the management and control of all District property;
3. The establishment, combination, modification, elimination, classification, and reclassification of positions; and
4. The administration and supervision of all employees including but not limited to the recruitment, selection, appointment, assignment, reassignment, direction, evaluation, promotion, demotion, suspension, discipline, layoff, recall, and discharge of employees and the establishment of hours of work, duties, and working rules for employees.

## 300 RECOGNITION

The District recognizes the Association as the exclusive bargaining agent for the District's Teachers.

## 400 SCOPE OF AGREEMENT

This Agreement constitutes the full and complete agreement between the District and the Association and Teachers and expressly supersedes any other agreement whether express or

implied. This Agreement may be modified or amended only by written instruments duly executed by the authorized representatives of the District and of the Association. Any other attempt to modify or amend this Agreement shall be null and void.

#### **500 CONFORMITY TO LAW**

If any provision of this Agreement be found contrary to law by a court, agency, or tribunal having jurisdiction and enforcement powers over the District, and if said body orders the Agreement cured, such provision shall be invalid and unenforceable upon the exhaustion of any appeal, but all other provisions of this Agreement shall remain unaffected. Neither the District, the Association, nor the Teacher shall be entitled to make any claim for damages as a result of any such tainted provision.

In the event that a provision of this Agreement becomes invalid and unenforceable pursuant to this article and in the event that more than one hundred and twenty (120) days remain before the expiration date of the Agreement, either party may issue a written request to bargain to be received by the other party within twenty (20) days after the effective date of the invalidation. Within twenty (20) days after the date of receipt of the request, the parties shall meet to bargain a cure for the tainted provision.

#### **600 DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2007 and shall expire on June 30, 2010. Neither the District nor the Association shall be compelled to bargain regarding terms and conditions of employment to be effective during the term of this Agreement.

#### **700 DISTRIBUTION OF AGREEMENT**

Upon full ratification of this Agreement, the Association shall provide a copy to each Teacher. Thereafter, a copy shall accompany the first individual contract offered the Teacher which is covered by this Agreement.

#### **800 BARGAINING FOR A SUCCESSOR AGREEMENT**

Either the Superintendent or the Association President may initiate bargaining for a successor agreement by giving written notice to the other party to be received between January 1 and January 31, inclusive, immediately preceding the expiration date. If neither party gives written notice within the period specified, the expiration date of this Agreement shall automatically be extended one (1) year.

Within twenty (20) days after receipt of the notice, the first bargaining session shall occur. Not less than five (5) days prior to the opening session, the parties shall simultaneously exchange their respective complete proposals. Notwithstanding the provisions of this paragraph, the parties may mutually agree to alter the schedule herein.

In the event of an impasse requiring advisory arbitration, the arbitrator shall be selected in the manner provided under Section 2213.

When agreement is reached, the Association shall promptly submit it to its members for ratification. Once the Association Team has certified in writing that the members have ratified the agreement, the Superintendent shall promptly submit it to the Board for ratification.

## **900 STRIKES**

The Association agrees that while this Agreement is in effect and until impasse occurs in the bargaining for a successor agreement, the advisory arbitration process is completed, and a subsequent strike vote has been certified by the Alaska Labor Relations Agency, there shall be no strike or other concerted job action that interferes with the normal operations of the District.

This section does not prohibit "work to rule," nor does this section prohibit a strictly "informational picket," conducted off District premises, that does not interfere with the normal operations of the District.

The District shall not lock out Teachers prior to the certification of a strike vote as provided above.

## **1000 INSURANCE**

The District shall provide for the Teacher and for the Teacher's spouse and eligible dependent children group health insurance including medical, dental, and vision coverages at a level no less than is what is currently provided under the 2004-2005 Blue Cross/Blue Shield Plan and within the following parameters:

1. The annual medical deductible shall be not greater than \$250.00 per insured up to a family maximum of not greater than \$750.
2. The annual medical benefits payment percentage per insured shall be not less than eighty percent (80%) for up to the first one thousand two hundred fifty dollars (\$1,250.00) and one hundred percent (100%) thereafter.
3. The annual dental benefits payment percentage per insured shall be not less than one hundred percent (100%) for preventative, eighty percent (80%) restorative services and fifty percent (50%) for reconstructive services.
4. The annual vision benefits payment percentage per insured shall be not less than ninety percent (90%).
5. The lifetime medical benefits per insured shall be not less than two million dollars (\$2,000,000.00).
6. Other internal benefits limits, exclusions, and other substantive terms and conditions of coverage shall be not materially less than those in effect the day before the effective date of this Agreement.
7. In the event that spouses are both eligible for District-provided health insurance, the District may provide direct coverage only to one spouse. If so decided, the spouse not provided direct coverage shall then be covered as a dependent under the other spouse's direct coverage.
8. The District and Nenana EA agree to reopen negotiations no later than November 1, 2007 solely for the purpose of bargaining the elimination of the HRA and a return to a plan with a level of benefits comparable to that which existed under the 2004-2005 Blue Cross/Blue Shield Plan as defined above. Any changes to the current bargained level of benefits must be agreed to jointly by the District and Nenana EA.

For the purposes of this paragraph, "premium rates" under a self-funded plan shall be the COBRA net premium rates as calculated by the plan administrator.

The District shall provide the Teacher such basic group term life insurance and group accidental death and dismemberment insurance as may be associated with the group health insurance plan.

For the Teacher continuing employment from year to year, coverage shall continue during the summer vacation. It is further agreed that the same coverage will be extended until August 31 for any terminating teacher who holds and completes a full year contract. The Teacher may elect such supplemental coverages as may be made available to the District's employees by the group employee insurance carrier(s). The teacher may elect to pay for supplemental coverage through payroll deductions.

The District shall provide the Teacher with a current benefit booklet and shall make claim forms available. The specific terms and conditions of coverage shall be governed by the insurance contracts and policies in force. Any disputes regarding claims shall be between the insured and the carrier unless the action of the carrier is at the direction of the District. Upon request, the District shall assist the Teacher with a claim dispute.

The District shall offer a I.R.S. Section 125 flexible spending account plan which may be used to pay for unreimbursed health care and child care expenses.

In the event of a new insurance carrier is being considered, a committee comprised of the District Superintendent, Business Manager, the President of Nenana EA, the President of NESSA, or their designees, shall research available policies and shall agree upon a plan to be proposed to the Board of Education for approval.

#### **1100 TRAVEL PAY**

Pursuant to District policy, the Teacher shall be paid for travel on official District business that has the prior written approval of the Superintendent. Payment shall be made promptly upon submission of supporting documentation as required.

The Teacher's personal vehicle may not be used for travel on official District business except upon the Teacher's request and the prior written approval of the Superintendent.

#### **1200 LEAVE**

##### **1201 Personal**

The Teacher shall accrue compensated personal leave at the rate of one third (1/3) day for each period of twenty (20) paid days during the work year, not to exceed three (3) days accrual per work year. There shall be no partial day accrual for a period of fewer than twenty (20) paid days. Up to five (5) personal leave days may be accrued from year to year and up to five days may be used in any one year. The anticipated accrual of personal leave shall be pre-credited on the Teacher's first working day of the work year. At the end of the work year, any personal leave used in excess of the amount actually available shall be reflected in a deduction from the Teacher's final paycheck. Upon request, unused personal leave shall be reimbursed at the end of the year at the rate of certified substitute pay for no more than three days total.

Requests for personal leave shall be made to the supervisor not less than forty-eight (48) hours in advance. In the case of emergency, a shorter request period shall be allowed.

## **1202 Sick**

The Teacher shall accrue compensated sick leave at the rate of one and one third (1 1/3) days for each month the majority of which is served and shall have the right to use sick leave without limit as to duration for the Teacher's personal illness or injury which necessitates absence from duty. The anticipated accrual of sick leave shall be pre-credited on the Teacher's first working day of the work year. At the end of the work year, any sick leave used in excess of the amount actually available shall be reflected in a deduction from the Teacher's final paycheck.

The Teacher may use accrued sick leave to attend to a member of the immediate family who is ill or injured.

Notice of the intended use of sick leave shall be given to the supervisor as far in advance as is reasonably possible. The District may require a written statement from the attending physician certifying the need for the leave if the absence exceeds three (3) consecutive workdays. The District may require additional certifications at its own expense.

A Sick Leave Bank shall be established and maintained by the district and the association. The bank shall be administered by a committee comprised of association members.

## **1203 Association**

The Association may use up to ten (10) days paid leave per standard work year for Teachers to attend to Association business. Written notice of the impending use of Association leave shall be received by the Superintendent from the Association not less than five (5) days in advance.

Unused leave shall accumulate from year to year not to exceed fifteen (15) days total. Association leave used shall not result in a loss of compensation for the Teacher.

## **1204 Other**

The Teacher shall be entitled to such other compensated or non-compensated leave as may be required by law. Additionally, at the discretion of the District, the Teacher may be granted compensated or non-compensated leave not specified in this article. Such discretionary leave may include but shall not necessarily be limited to administrative, military training, personal, professional development and civic.

## **1205 Leave Rights and Responsibilities**

A compensated leave shall not be considered a break in service except as it may affect the accrual of sick leave as provided above. A non-compensated leave shall not be considered a break in service except as it may affect the accrual of sick and/or personal leave as provided above. The Teacher's group health, term life, and accidental death and dismemberment insurance shall be terminated effective the twenty-first (21<sup>st</sup>) day of non-compensated leave except as may be required under the Federal Family and Medical Leave Act of 1993 (FMLA) and the Alaska Family Leave Act (AFLA).

For each period of leave, the Teacher shall complete and sign a leave request/report form as required by the District. The reason(s) for the leave shall be stated with sufficient specificity for the District to verify conformity with the provisions of this article. By signing the leave request/report, the Teacher certifies that the statements made thereon are true and correct.

## **1206 Maternity, Paternity and Adoption Leaves**

The Teacher may use accrued sick leave in the event of the birth or adoption of the Teacher's child. In addition, a leave of absence without pay may be requested and shall be granted to a Teacher for the purpose of caring for a newborn or newly adopted child. The leave of absence without pay for a newly adopted child may include such time as may be necessary to finalize the adoption and/or to have the child placed in the care and custody of the adopting Teacher.

Requests for child care leave shall be made thirty (30) days prior to the expected date of the birth or adoption of the child. If the date of birth or adoption requires leave to begin in less than thirty (30) days, the Teacher shall provide notice as soon as practicable. Child care leave shall begin when the child is born or received unless the employee is eligible for sick leave under Article 1202 or 1206 of this Agreement, in which case child care leave will begin following the period of sick leave.

## **1207 Civil Leave**

A Teacher called for jury duty shall be granted leave with pay. A Teacher subpoenaed during the school year by a court or administrative agency or for an informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case in which the Teacher is a victim of an alleged felony or to which the Teacher is not a party will receive full compensation at the employee's contracted per diem rate.

A Teacher subpoenaed during the school year by a court or administrative agency or for an informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case to which the Teacher is a party will receive leave with pay.

Employees whose scheduled duty day exceeds four hours on a primary or general election day will be given time off to vote.

## **1208 Sabbatical Leave**

A sabbatical is a year or half a year of absence given to qualified Teachers by a sabbatical leave committee consisting of two (2) representatives appointed by the Association, two (2) representatives appointed by the Board and one (1) representative mutually agreed upon by both the Association and the Board. The sabbatical plan for education shall exhibit potential educational benefits to the individual, peer Teachers and to the District. The plan shall also involve aspects of study that may involve travel.

The District also agrees to:

1. Start the process in the fall of each school year with all applications due no later than January 15.
2. Complete the process and notify the candidates before March 1 in order for the candidates to be able to:
  - a. Work with others in the District regarding the goals of the sabbatical in order to maximize the benefit for as many people as possible.
  - b. Qualify for another type of leave.

Upon return from sabbatical, the Board may assign the Teacher to district-wide duties for one (1) semester in lieu of his or her regular teaching assignment, so that the expertise acquired during his or her sabbatical year may be used as a resource.

Upon return from sabbatical leave the Teacher shall advance on the salary schedule as if he or she had been teaching during the sabbatical year.

During the sabbatical leave the Teacher shall receive, upon written request:

1. Seniority accrual.
2. Full health insurance coverage as per Article 1000.
3. The District will pay the TRS contribution based upon the salary paid during the sabbatical year in accordance with state law.

The Teacher shall retain sick leave and personal leave accumulated prior to his or her sabbatical.

The Teacher must return to duty no later than the start of the semester following completion of the sabbatical year and must fulfill at least one (1) year of duty thereafter or be subject to forfeit of any rights guaranteed in Article 1208 and repayment of District costs incurred for insurance.

### **1209 Travel Delay**

When a Teacher is delayed by transportation difficulties beyond his or her control, no disciplinary action may be taken against the Teacher. The Teacher's absence under these circumstances will be charged to personal leave or, at the District's option, the time may be charged to administrative leave, in which case the Teacher shall pay the District for the cost of any substitute used to cover the Teacher's absence.

When a Teacher on District authorized business is delayed by transportation difficulties beyond his or her control, time absent from the job will be charged to administrative leave.

### **1210 Bereavement Leave**

On the death of a member the immediate family, the Teacher shall be allowed up to ten (10) consecutive duty days of absence with pay. Such absence shall be considered as administrative leave with pay.

Additionally, the Teacher may use accrued sick leave at the rate of not more than a total of ten (10) days per standard work year to attend the funeral of an immediate family member. If out of state travel is required, the use of up to four (4) additional days of sick leave shall be allowed. For the purposes of this section, the "immediate family" shall consist of the Teacher's spouse, child, parent and/or guardian, sibling, grandchild, grandparent and in-laws.

The District may grant up to five (5) consecutive duty days of absence with pay to a Teacher upon request, in the case of the death of a person not defined as immediate family. Such absence shall be considered as administrative leave with pay.

## **1300 WORK YEAR AND WORK DAY**

### **1301 Work Year**

The standard work year shall be one hundred eight-eight (188) days inclusive of state-mandated school holidays. Notwithstanding, for the Teacher's first year of employment as a District Teacher, the standard work year shall be one hundred eight-nine (189) days.

The District may require Teachers occupying certain positions to serve a maximum of two hundred fifteen (215) work days, in which event the Teacher shall be paid at the daily salary rate

for the additional days beyond the standard work year. Upon the mutual written agreement of the Teacher and the District as to the amount of additional service and the compensation thereof, the Teacher may voluntarily serve beyond the standard work year.

If the Teacher serves less than the full standard work year, the Teacher's salary and any benefits based on the standard work year shall be prorated accordingly.

### **1302 Work Day**

The standard workday for the Teacher shall consist of seven and one half (7.5) hours, exclusive of a duty-free lunch period. From time to time, the workday may be extended for reasonable periods for professional activities including but not limited to staff and committee meetings, student-teacher and parent-teacher conferences, and open house functions.

If the Teacher is regularly assigned to work less than the standard workday, the Teacher's salary, leave, preparation time and other quantifiable benefits shall be prorated accordingly. "Other quantifiable benefits" shall include but not be limited to health, term life, and accidental death and dismemberment premiums, with the Teacher paying the pro rata share of the premium rates via monthly payroll deductions. For purposes of this paragraph, "premium rates" under a self-funded plan shall be the COBRA net premium rates as calculated by the plan administrator.

During days that school is in session, the Teacher shall be granted preparation time during the student contact day at the rate of no less than two hundred fifty (250) minutes per five-day week for a full-time Teacher. Preparation time shall be in increments of not less than twenty (20) minutes for elementary and not less than a standard class period for Jr. High/High School.

### **1303 Duty-Free Lunch**

As per AS 14.20.097, each Teacher shall be allotted a duty-free lunch time of at least thirty (30) minutes per day between the hours of 11:00 a.m. and 1:00 p.m.

## **1400 TRAINING**

### **1401 Inservice Planning**

The Professional Development Research Team shall develop the upcoming school year's inservice plan for the District prior to the end of the current school year. If the team's activities take place outside of the school day, compensation will be at the teacher's hourly rate. The plan is subject to approval of the Superintendent.

### **1402 Personal Professional Development**

Each teacher will have an opportunity to attend one professional conference every three (3) years and access up to three (3) professional leave days and up to \$1,000 (one thousand dollars) to cover expenses exclusive of the cost of a substitute teacher.

A teacher who wishes to utilize this benefit must submit a proposal form no later than thirty (30) days in advance of the event to the Professional Development Research Team for review and approval.

### **1500 ACADEMIC FREEDOM**

The Teacher shall have the responsibility to plan, develop, and implement teaching techniques and methodologies that optimize appropriate learner outcomes subject to the utilization of sound professional judgment and in keeping with applicable course outlines, curriculum guides, and the designated instructional program that are appropriate to the subject, grade, and level taught. When controversial issues have not been specified in the curriculum guide, the Teacher shall acquire the prior approval of the principal before introducing such issues. The discussion of controversial issues shall be conducted in an unprejudiced and dispassionate manner designed to foster a spirit of inquiry. Issues may not be introduced which have the inherent effect of reflecting adversely upon persons because of their race, sex, color, creed, national origin, or ancestry. The Board, in keeping with their responsibility to the public, reserves within their exclusive domain final decision-making authority in all matters of educational policy, including but not limited to the selection of textbooks, library books, and other instructional resources and in the determination of the curriculum, educational programs, and what shall and shall not be taught to the District's students.

### **1600 PERSONNEL FILES**

All material placed in the Teacher's official personnel file in the District Office shall be the property, and shall be under the control, of the District. Access to the file shall be limited to the Teacher, the Teacher's supervisor(s), the Superintendent, District Office staff with a bona fide need, the Board, and any person designated in writing by the Teacher. Timely file access shall be granted during regular office hours by arrangement with an authorized personnel file custodian. Upon request, the Teacher or the Teacher's designee shall be provided with copies of any personnel file material.

The Teacher shall be provided with a copy of any derogatory material placed in the personnel file, and the Teacher shall have the right within ten (10) days after the date of the Teacher's receipt of such material to provide the Superintendent with a written response to be attached to the material in the file.

### **1700 EVALUATION**

The Teacher shall be entitled to evaluation in accordance with the District's adopted procedures and Alaska state law. The evaluator shall review the evaluation with the Teacher and shall submit a copy of the completed evaluation documents to the Teacher and to the Superintendent for placement in the Teacher's personnel file.

Evaluation Schedule:

The first evaluation process will be completed during the first semester for non-tenured Teachers. Tenured Teacher's evaluations will be completed by February 15 of each school year.

The second evaluation process for non-tenured Teachers will be completed by March 15 of each school year.

Plan of improvement may be implemented at any time during the school year in accordance with AS 14.20.149(e).

## **1800 DISCIPLINE**

No Teacher shall be disciplined, deprived of any professional privilege or advantage, reprimanded, transferred or non-retained without just cause. Notwithstanding, probationary Teachers may be non-retained in accordance with Alaska state law.

1. The Teacher shall have the right to Association representation at any investigatory or disciplinary conference. A Teacher who serves as the Association representative at any investigatory or disciplinary conference held during the standard workday shall be allowed to do so without loss of pay.
2. The District recognizes the principles of progressive discipline, based upon *Grievance Guide*, Ninth Edition, Bureau of National Affairs, Washington, DC, 1995.

## **1900 REASSIGNMENT**

A copy of each teaching position vacancy notice shall be transmitted to the Association President not later than the date the notice is posted publicly or transmitted to the media or to a Teacher placement service.

The Superintendent shall give consideration to any written request from the Teacher for reassignment of grade or subject. On September 1 of each year, all previously received written reassignment requests shall be voided, and the Teacher who so desires may submit another written request. Promptly upon making a decision regarding a request for reassignment, the Superintendent shall provide the Teacher with written notice of the decision. The Teacher may at any time withdraw a request for reassignment by giving written notice to be received by the Superintendent prior to receipt by the Teacher of the decision to grant the request.

The Teacher shall be given not less than two (2) weeks prior written notice of a substantial involuntary reassignment of duties. The Teacher shall not be involuntarily reassigned in an arbitrary or capricious manner.

The Superintendent shall confer with the Teacher regarding a reassignment decision.

## **2000 REDUCTION IN FORCE**

When a reduction in force (RIF) of tenured staff becomes necessary due to a district-wide reduction in enrollment or other lawful reason, Teachers will be laid off pursuant to the terms of a layoff plan adopted by the Board. The plan shall identify academic programs to be cut and maintained. Layoff will be on the on the basis of seniority.

The District may place a tenured Teacher on layoff status only after the District has given notice of non-retention to all non-tenured Teachers. The District shall comply with the notice requirements set out in AS 14.20.140 in placing a tenured or non-tenured Teacher on layoff status.

For purposes of this article, a tenured Teacher is considered qualified for a position if the position is in:

1. Grades K through 8 and the Teacher has:
  - a. an elementary endorsement;
  - b. a middle school endorsement; or
  - c. a secondary certificate with a subject area endorsement in the area of assignment or the Teacher has, within the two (2) years immediately preceding the last date on

which the Teacher performed teaching services in the District before being laid off, received an evaluation stating that the Teacher's performance in the subject or subjects meets the District's performance standards.

2. Grades 9 through 12 and the Teacher has an endorsement for each subject area or the Teacher has, within the two (2) years immediately preceding the last date on which the Teacher performed teaching services in the District before being laid off, received an evaluation stating that the Teacher's performance in the subject or subjects meets the District's performance standards.

For a period of one (1) year after layoff a Teacher is on layoff status and is entitled to a hiring preference in the district where the Teacher had been employed. If a Teacher is offered a teaching position under this subsection and the Teacher declines the offer or fails to accept it within ninety (90) days, the Teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the Teacher declines the offer because the Teacher is contractually obligated to provide professional services to another private or public educational program.

1. Recall of Teachers who are laid off shall be subject to the order of priority for placement in Article 1900 of this agreement and consistent with subsection (10) of this section.
2. The District shall provide the Association with a list of laid off Teachers on an annual basis.
3. A Teacher on leave at the time RIF occurs will be treated for the purpose of RIF with the same consideration and seniority rights as if presently teaching. Notice shall be given at the same time as to other Teachers who were laid off.
4. To maintain a position on the RIF list, a Teacher shall not be required to:
  - A. accept a reemployment contract of less than one (1) full school year as defined in A.S. 14.20.150; or
  - B. accept a reemployment contract for a position that is of less time than his or her position at the time of being laid off.Refusal to accept such a reemployment contract within thirty (30) days shall remove the Teacher from the RIF list.
5. Any Teacher who has received notice of RIF may apply for a leave of absence without pay. A Teacher taking a leave of absence shall be placed on the recall list at the end of the leave.
6. Such leave shall not deprive the Teacher of any benefits earned including, but not limited to, tenure. A Teacher has the option to continue health insurance coverage at his or her own expense during such leave of absence for a period of up to eighteen (18) months.
7. The Board agrees to submit to the Alaska Employment Security Division the names of all Teachers laid off.
8. RIF does not constitute a break in service for retaining tenure rights and accrued sick leave, when the Teacher is reemployed.
9. For the purpose of this agreement, seniority will be dated from the first day of active duty under the employment contract.
10. The District shall notify the Association of any need for RIF as soon as the need is identified and shall provide a Teacher seniority list. In addition to consideration of

district-wide program needs and budgetary constraints, the District shall endeavor to determine those Teachers seeking leaves of absence of at least one (1) year and/or those Teachers intending to resign or retire before determining the number of Teachers that will be laid off.

11. Recall shall be in inverse order of layoff. Criteria to be considered are: seniority, fields of study, type and quality of experience relative to the position to be filled, areas of competence and Teacher professional preparation.

## **2100 INDIVIDUAL TEACHER CONTRACT**

The Teacher shall be provided an individual Teacher contract pursuant to applicable law and the provisions of this Agreement. Termination of the contract without the consent of the Board shall be deemed to be a breach of contract and shall constitute a resignation with prejudice. In such event, the District may recommend to the Commissioner of the Alaska Department of Education and/or to the Professional Teaching Practices Commission that the Teacher's certificate be revoked.

## **2200 GRIEVANCE PROCEDURE**

### **2201 Definition of Grievance**

A grievance shall be a claim of an alleged violation, including misapplication or misinterpretation, of this Agreement or the terms of the employment contract between the individual Teacher and the Board.

### **2202 Purpose**

The purpose of the grievance procedure shall be to secure a fair, equitable, and expeditious resolution to a grievance.

### **2203 Time Lines**

The time lines provided under this article shall be adhered to strictly except by the prior written agreement of the Superintendent and the Association President. In the event that a time line is exceeded by the Association, the grievance shall be waived. In the event that a time line is exceeded by the District, the grievance shall automatically be eligible for appeal to the next level of the grievance procedure.

### **2204 Representation**

The parties to the grievance shall be entitled to representation of their choosing in the processing of the grievance.

### **2205 Participation**

The District shall take no reprisals for the Teacher's participation in the grievance procedure as provided under this article. Documents related to the processing of a grievance shall not be placed in the Teacher's personnel file.

## 2206 Witnesses

At grievance hearings, the parties shall be allowed to call, examine, and cross-examine witnesses.

## 2207 Noninterference with Duty

Grievance hearings shall be held outside the standard workday to avoid interference with Teacher duties. Notwithstanding, if the District and the Association agree to hold a hearing during the standard workday, Teacher participation shall not result in a loss of pay.

## 2208 Grievance Hearing Decisions

The hearing decision at each level shall be written and signed and shall set forth the reasons underlying the decision.

## 2209 Stipulated Settlements

The Superintendent and the Association President may stipulate in writing to a binding settlement of the grievance at any point in the process.

## 2210 Obligations of the Parties

Upon request by either party, the other party shall promptly furnish all requested non-confidential pertinent information that is in its possession or control. The parties to the grievance shall be obligated to abide by all of the provisions of this article for the processing of the grievance and shall be obligated to abide by all other provisions of the Agreement for the duration of the grievance. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress whatsoever regarding the grievance not pursued in strict conformity with this article.

Except as otherwise may be provided under this article, the District and the Association shall each be responsible only for their own costs relative to their performance under the grievance procedure.

## 2211 Grievance Filing

In the event that an alleged violation of this Agreement is not resolved informally, the Association President may file a grievance to be received by the Superintendent within twenty-five (25) days after the date of the alleged violation. The grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall set forth the provision(s) of the Agreement alleged to have been violated, shall specify the redress sought, and shall be signed by the Association President.

## 2212 Hearing

The Superintendent shall schedule a hearing to be held within twenty (20) days after the date of receipt of the grievance. At least seven (7) days in advance, the Superintendent shall notify the Association President in writing as to the date, time, and place of the hearing. If an extension is requested by the Association President at the time the initial grievance is filed, the date of the hearing shall be postponed up to thirty (30) days from the date that the grievance is received.

The Superintendent shall deliver the decision to the Association President to be received within twenty (20) days after the date of the hearing.

#### 2213 Arbitration

1. **Appeal to Arbitration:** The Association may give written, signed notice of appeal to the Superintendent to be received within twenty (20) days after the date of receipt of the hearing decision.
2. **Selection of Arbitrator:** Within fourteen (14) days after receipt of the appeal, the Superintendent and the Association shall meet to select an arbitrator. If they do not mutually agree upon an arbitrator, within seven (7) days after the date of the meeting, the Association President shall deliver a request to the Federal Mediation and Conciliation Service to furnish a list of seven (7) available arbitrators. If the Federal Mediation and Conciliation service is unable to provide a list of arbitrators within fifteen (15) days, the Association may request a list from the American Arbitration Association. Within ten (10) days after receipt of the list by both parties, the Superintendent and the Association shall meet to select the arbitrator. After the flip of a coin to determine who shall be first, the Superintendent and the Association shall alternately strike names from the list until one remains, who shall be the arbitrator. The arbitration shall be scheduled for the earliest possible date and for a time and place that is mutually agreeable to the arbitrator, the Superintendent, and the Association President.
3. **Witnesses and Evidence:** Each party shall provide the other with a list of witnesses and a copy of any documentary evidence it plans to introduce not less than seven (7) days prior to the date of arbitration. This shall not be required for rebuttal witness and evidence.
4. **Rules:** Except as otherwise may be provided under this article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.
5. **Decision:** The arbitrator shall deliver the written decision to the Superintendent and to the Association President.

The arbitrator shall make no decision that is contrary to this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provision(s) of this Agreement, nor shall the arbitrator render a decision beyond the scope of the specific grievance. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District except as it may directly pertain to the specific grievance.

In an award with a retroactive effect, the award shall not have effect before the Teacher's first day of work of the work year during which the initial grievance is received.

The arbitrator shall not have the power to award punitive damages.

6. **Restriction on Appeals:** The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska law for appeals of labor arbitration decisions.

- 7. Charges:** The charges of the arbitrator and of the American Arbitration Association, if applicable, shall be borne equally by the District and the Association.

## **2300 COMPENSATION**

### **2301 Salary Payment**

Salary payments for the work year shall be made in equal monthly installments on the twenty-fifth (25<sup>th</sup>) day of the month beginning with the first month the majority of which is served and ending with the following August. Notwithstanding, the Teacher may elect to have the salary installments end with the month during which the Teacher completes service for the school year. Such election must be made in writing to be received by the Superintendent not later than September 15, or five (5) days after the date of appointment, whichever is later. Such election shall remain in effect from year to year unless the Superintendent receives written notice of revocation not later than September 15 of a subsequent work year.

If the payday falls on a weekend or school holiday, payment of salary shall be on the last prior business day. The Teacher's final paycheck of the work year shall be retained until such time as the Teacher has completed all assigned year-end reports and duties.

### **2302 Payroll Deductions**

The District shall make payroll deductions as required by law and this Agreement. Upon proper written authorization, the District shall make payroll deductions for supplemental Teachers' Retirement System contributions, supplemental insurance premiums elected under Article 1000, Association dues, and tax sheltered annuity contributions. The District may make deductions not specified under this section upon the mutual written agreement of the Teacher and the District.

The Teacher may revoke a payroll deduction authorization effective the next scheduled payday by giving written notice to be received by the Superintendent not later than the fifteenth (15<sup>th</sup>) day of the month. Once revoked, the payroll authorization shall not be reinstated during the same work year.

### **2303 Salary Errors**

An error in salary, whether a computational, clerical, or placement error, shall be corrected retroactively, but not beyond the Teacher's first working day of the work year during which the Superintendent receives written notice of the error.

### **2304 Column Placement**

The Teacher shall be placed on the appropriate column of the salary schedule on the basis of documentation submitted to the Superintendent as required showing the degree(s) conferred and the coursework completed prior to the first scheduled day on duty of the work year. Column placement shall further be governed by the following definitions:

- 1. Approved Coursework:** Upper division or graduate (400 level or higher) coursework that is in the Teacher's work assignment, or that is otherwise approved in writing by the Superintendent. The coursework must be from an institution accredited by a regional accrediting association or approved in writing by the Superintendent. Coursework with a grade of "D" shall not constitute "approved coursework." "Hours" of approved

coursework shall be semester hours or the quarter hour equivalent thereof. Notwithstanding any provisions of this section, coursework submitted by the Teacher and approved for salary column placement prior to the effective date of this Agreement shall constitute "approved coursework."

2. **BA:** A baccalaureate degree.
3. **BA+18; BA+36; BA+54; BA+72:** Eighteen (18), thirty-six (36), ~~or~~ fifty-four (54), or seventy-two (72) hours of approved coursework earned subsequent to the conferring of the baccalaureate degree and subsequent to the Teacher's eligibility for a standard Teacher's certificate.
4. **MA:** A master's degree.
5. **MA+18; MA+36:** Eighteen (18) or thirty-six (36) hours of approved coursework earned subsequent to the conferring of the master's degree and subsequent to the Teacher's eligibility for a standard Teacher's certificate.
6. **Doctorate:** A doctoral degree.

#### 2305 Step Placement

The Teacher shall be placed on the appropriate step of the salary schedule on the basis of documentation prior years of service submitted to the Superintendent as required. Notwithstanding, the highest induction step for the newly appointed Teacher shall be Step 3 for the Teacher holding a baccalaureate degree and Step 4 for the Teacher holding a master's degree. Upon approval of the Board on a case by case basis, the highest induction steps may be increased to Step 4 for a baccalaureate degree and to Step 6 for a master's degree. Such exceptions may be made for reasons including but not limited to exceptional qualifications and a limited supply of candidates for a given position and shall not be made in an arbitrary and capricious manner. After initial placement, step movement on the salary schedule shall be determined by the number of years of District service accrued. Step placement shall further be governed by the following definition:

**Year of Service:** A period of not less than the equivalent of one hundred forty (140) standard work days on duty served between July 1 and the following June 30 under contract in a position for which a Teacher's certificate is required. Such service shall be in a public (or in an approved or accredited nonpublic) elementary or secondary school in the United States (or outside the United States supported by funds of the United States government). Notwithstanding the provisions of this section, any year of service presented by the Teacher and approved for salary step purposes prior to the effective date of this Agreement shall constitute a "year of service."

## 2306 Salary Schedule

<b>Nenana Education Association 2007-2008 Salary Schedule</b>					
	<b>BA</b>	<b>BA+18</b>	<b>BA+36 or</b>	<b>BA+54</b>	<b>BA+72</b>
<b>STEP</b>			<b>MA</b>	<b>MA+18</b>	<b>MA+36</b>
<b>1</b>	\$36,893.06	<b>\$38,584.74</b>	<b>\$40,478.72</b>	<b>\$42,334.83</b>	<b>\$44,236.92</b>
<b>2</b>	\$38,464.56	<b>\$40,153.21</b>	<b>\$42,203.63</b>	<b>\$44,056.40</b>	<b>\$45,953.49</b>
<b>3</b>	\$40,037.15	<b>\$41,722.78</b>	<b>\$43,928.53</b>	<b>\$45,777.97</b>	<b>\$47,668.98</b>
<b>4</b>	\$41,608.65	<b>\$43,291.26</b>	<b>\$45,653.43</b>	<b>\$47,498.46</b>	<b>\$49,385.55</b>
<b>5</b>	\$43,180.15	<b>\$44,859.73</b>	<b>\$47,377.25</b>	<b>\$49,220.03</b>	<b>\$51,102.12</b>
<b>6</b>	\$44,752.74	<b>\$46,429.30</b>	<b>\$49,102.16</b>	<b>\$50,941.60</b>	<b>\$52,817.62</b>
<b>7</b>	\$46,324.24	<b>\$47,997.78</b>	<b>\$50,827.07</b>	<b>\$52,662.09</b>	<b>\$54,534.18</b>
<b>8</b>	\$47,895.74	<b>\$49,566.26</b>	<b>\$52,550.89</b>	<b>\$54,383.66</b>	<b>\$56,250.76</b>
<b>9</b>		<b>\$51,134.72</b>	<b>\$54,275.78</b>	<b>\$56,105.23</b>	<b>\$57,967.33</b>
<b>10</b>			<b>\$56,000.69</b>	<b>\$57,825.72</b>	<b>\$59,682.82</b>
<b>11</b>			<b>\$57,725.60</b>	<b>\$59,547.29</b>	<b>\$61,399.39</b>
<b>12</b>				<b>\$61,268.86</b>	<b>\$63,115.96</b>
<b>13</b>				<b>\$62,990.44</b>	<b>\$64,832.54</b>
<b>14</b>					<b>\$66,549.11</b>
<b>15</b>					<b>\$68,265.68</b>

For the 2007-2008 year the salary schedule shall be increased by 1%. For the 2008-2009 year the salary schedule shall be increased an additional 4%. For the 2009 -2010 year the salary schedule shall be increased an additional 4%.

Teachers in BA Step 8, BA+18 Step 9, BA+36/MA Step 11, BA+54/MA+18 Step 13, or BA+72/MA+36 step 15 shall receive an additional 1% of their step.

## 2307 Extra Curricular Activities

Compensable added duty is any voluntarily assumed work related to the co-curricular program that is performed primarily outside the standard workday and is covered by an added duty contract. The added duty contract shall be drawn up after conferring with the Teacher and shall include but not necessarily be limited to the activity name, the tentative period to be covered and an estimate of the number of hours involved, a general statement of basic duties (including whether it is anticipated that the Teacher will have to transport students), the compensation to be provided, and the immediate supervisor. Except as may otherwise be provided, compensation under the added duty contract shall be paid in one lump sum with the next regular payroll following certification by the Superintendent that the contract has been successfully completed.

The Teacher shall be eligible for regular teaching compensation while on approved travel status pursuant to an added duty contract. Notwithstanding the provisions of Article 1100, prior to

approved travel pursuant to an added duty contract, the Teacher shall be provided an advance of the estimated reasonable and necessary expenses associated with the travel. Within ten (10) days after return to regular duty, the Teacher shall present a written and signed accounting of expenses as required. Within twenty (20) days thereafter, the Teacher shall reimburse the District for any amount of the advance not used for reasonable and necessary expenses, or the District shall reimburse the Teacher for any additional reasonable and necessary expenses not covered by the advance.

**Extra Curricular Activities Schedule**

Compensation under an extracurricular activity contract shall be in accordance with the rates provided in the schedule below. For activities not provided in the schedule, the compensation shall be agreed upon in advance and included in the extracurricular activity contract.

<u>Position</u>	<u>Compensation by % of Base Salary(BA,Step 1)</u>
Activities Director	4%
Basketball:	
Junior High - Girls/Boys	4.5%
Asst. Coach/Junior Varsity – Girls/Boys	4.5%
Varsity – Girls/Boys	10%
Cross-Country Running	3%
Cross-Country Skiing	4%
Detention (With One (1) Hour minimum)	\$15/HR
Drama (Per Production/2 per year- one person)	2%
Class Advisors:	
Junior High	1%
Freshman	1%
Sophomore	1%
Junior Class (2 people)	2.5%
Senior Class	2%
Music:	
Director	8%
Music Festival	2%
Native Youth Olympics	2%
Soccer	
Junior Varsity	2%
Varsity	4%
Student Government	3%
Track & Field	4%
Tech Support	4%
Volleyball	6%
Wrestling:	
Junior High	3%
Varsity	6%
Yearbook	3.5%
Hall/Lunch/Playground	\$15/day

\*In addition, compensation shall increase by 1% for every three years of experience up to a maximum increase of 3%/9 year’s experience.

**2400 ASSOCIATION RIGHTS**

**2401 Dues Deduction**

The Association President shall annually notify the Superintendent in writing, to be received not later than September 15, of the annual amount of Association dues. The District shall deduct Association dues in equal monthly installments from the paycheck of the Teacher who submits

written authorization as required to be received by the Superintendent not later than September 15. The dues deduction authorization shall remain in effect from year to year.

#### **2402 Use of Facilities and Equipment**

The Association shall have the same access to District facilities as any other nonprofit organization. The Association shall promptly reimburse the District for any costs, other than normal utility costs, associated with the Association's use of District facilities.

When not otherwise needed for District purposes, the Association may use designated equipment including but not necessarily limited to typewriters and duplicating machines. The Association shall furnish its own supplies for the equipment and shall promptly compensate the District for any damage to, or loss of, equipment associated with the Association's use of District equipment.

The Association may post material on the designated bulletin board in Teachers' lounge so long as the material clearly indicates that it is from the Association.

Except as otherwise may be provided in this Agreement or as may have the prior written approval of the Superintendent, no Association business shall be conducted during the standard workday.

#### **2403 Fair Share**

The District, as a condition of employment, agrees to deduct an annual fee, equal to the unified teaching profession dues, fees and assessments, in equal installments corresponding with each paycheck from the pay of any Teacher who does not become a member of the Association. Following such authorized deduction, the District shall transmit these agency fees directly to the Association along with the dues withheld by the District for members in good standing.

Consistent with AS 23.40.225, a Teacher who objects to payment of an agency fee may apply for an exemption. Upon order by the State of Alaska, Department of Labor Relations, the Association, after payroll deduction, will pay an amount equal to the representation fee to a charity or scholarship fund. The Association shall forward to the charity or scholarship of its choice the fees deducted by the District and shall provide proof of payment to the Department of Labor Relations.

If a Teacher contract is terminated or a Teacher resigns before all of the annual fee is paid, the balance of the fee will be deducted from the last paycheck.

The Association agrees to indemnify and hold the District harmless against any liability and pay all costs and attorneys' fees that may arise by reason of any action taken by the District in complying with the provisions of this article.

The District will notify the Association of all new Teachers, and of those resigning or whose contracts are being terminated.

## Appendix

<b>Nenana Education Association 2008-2009 Salary Schedule</b>					
	<b>BA</b>	<b>BA+18</b>	<b>BA+36</b>	<b>BA+54</b>	<b>BA+72</b>
<b>STEP</b>			<b>MA</b>	<b>MA+18</b>	<b>MA+36</b>
<b>1</b>	\$ 38,368.78	\$ 40,128.13	\$ 42,097.87	\$ 44,028.22	\$ 46,006.40
<b>2</b>	\$ 40,003.14	\$ 41,759.33	\$ 43,891.77	\$ 45,818.66	\$ 47,791.62
<b>3</b>	\$ 41,638.63	\$ 43,391.69	\$ 45,685.67	\$ 47,609.09	\$ 49,575.74
<b>4</b>	\$ 43,272.99	\$ 45,022.91	\$ 47,479.57	\$ 49,398.40	\$ 51,360.97
<b>5</b>	\$ 44,907.35	\$ 46,654.11	\$ 49,272.34	\$ 51,188.83	\$ 53,146.21
<b>6</b>	\$ 46,542.85	\$ 48,286.47	\$ 51,066.25	\$ 52,979.27	\$ 54,930.32
<b>7</b>	\$ 48,177.21	\$ 49,917.69	\$ 52,860.15	\$ 54,768.57	\$ 56,715.55
<b>8</b>	\$ 49,811.56	\$ 51,548.91	\$ 54,652.92	\$ 56,559.01	\$ 58,500.79
<b>9</b>		\$ 53,180.11	\$ 56,446.82	\$ 58,349.44	\$ 60,286.03
<b>10</b>			\$ 58,240.72	\$ 60,138.75	\$ 62,070.13
<b>11</b>			\$ 60,034.62	\$ 61,929.18	\$ 63,855.37
<b>12</b>				\$ 63,719.62	\$ 65,640.60
<b>13</b>				\$ 65,510.06	\$ 67,425.84
<b>14</b>					\$ 69,211.08
<b>15</b>					\$ 70,996.30

Teachers in BA Step 8, BA+18 Step 9, BA+36/MA Step 11, BA+54/MA+18 Step 13, or BA+72/MA+36 step 15 shall receive an additional 1% of their step.

## Appendix

<b>Nenana Education Association 2009-2010 Salary Schedule</b>					
	<b>BA</b>	<b>BA+18</b>	<b>BA+36 or MA</b>	<b>BA+54 MA+18</b>	<b>BA+72 MA+36</b>
<b>STEP</b>					
<b>1</b>	\$ 39,903.53	\$ 41,733.25	\$ 43,781.78	\$ 45,789.35	\$ 47,846.65
<b>2</b>	\$ 41,603.27	\$ 43,429.71	\$ 45,647.44	\$ 47,651.40	\$ 49,703.29
<b>3</b>	\$ 43,304.18	\$ 45,127.36	\$ 47,513.09	\$ 49,513.45	\$ 51,558.77
<b>4</b>	\$ 45,003.91	\$ 46,823.82	\$ 49,378.75	\$ 51,374.34	\$ 53,415.41
<b>5</b>	\$ 46,703.65	\$ 48,520.28	\$ 51,243.24	\$ 53,236.38	\$ 55,272.05
<b>6</b>	\$ 48,404.56	\$ 50,217.93	\$ 53,108.90	\$ 55,098.44	\$ 57,127.53
<b>7</b>	\$ 50,104.29	\$ 51,914.39	\$ 54,974.56	\$ 56,959.31	\$ 58,984.17
<b>8</b>	\$ 51,804.03	\$ 53,610.86	\$ 56,839.04	\$ 58,821.37	\$ 60,840.82
<b>9</b>		\$ 55,307.32	\$ 58,704.69	\$ 60,683.41	\$ 62,697.47
<b>10</b>			\$ 60,570.35	\$ 62,544.30	\$ 64,552.94
<b>11</b>			\$ 62,436.01	\$ 64,406.35	\$ 66,409.59
<b>12</b>				\$ 66,268.40	\$ 68,266.22
<b>13</b>				\$ 68,130.46	\$ 70,122.87
<b>14</b>					\$ 71,979.52
<b>15</b>					\$ 73,836.16

Teachers in BA Step 8, BA+18 Step 9, BA+36/MA Step 11, BA+54/MA+18 Step 13, or BA+72/MA+36 Step 15 shall receive an additional 1% of their step.