NEGOTIATED AGREEMENT
between the
UNALASKA EDUCATION ASSOCIATION
and the
UNALASKA CITY SCHOOL BOARD
July 1, 2012 – June 30, 2015
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ARTICLE I - GENERAL PROVISIONS

A. Definitions

AAC - Alaska Administrative Code
AS - Alaska Statute
Bargaining Agent - Unalaska Education Association
Bargaining Unit - All teachers covered under this contract.
District - The School Board, administrators, or any agent representing the Board or administration of Unalaska City School District.
Grievance - An allegation by a teacher, group of teachers, or the Association that the District has violated, misinterpreted, or misapplied a provision of this agreement.
Grievant - The teacher, teachers, or Association members filing the allegation.
Teacher - Any staff member under contract for a position that requires a Type A, or C Alaska teaching certificate and whose job description does not involve administrative or supervisory duties.

B. Unalaska Education Association

The Unalaska City School Board, hereafter referred to as the Board, recognizes the Unalaska Education Association, hereafter referred to as the Association, as the exclusive representative of all certified personnel under contract, with the exception of the principals and the superintendent of schools, provided that the Association demonstrates that they have 51% of the certified staff as members [8 AAC 97.110, 8 AAC 97.040(a)(2), AS 23.40.100(b)].

C. Scope of Agreement

The agreement contained herein constitutes the sum total of the agreement between the parties. No provisions under this agreement may be changed, modified, or altered during the term of the agreement except by mutual consent of the parties. The Board and the Association shall take such action by resolution or as otherwise may be necessary in order to give full force and effect to the provisions of the agreement.

D. Savings Clause

If any article, section, or subsection of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such article, section, or subsection shall be deemed invalid or severable, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
E. Reproduction of Agreement

Copies of this agreement shall be made available to all teachers by the District within thirty (30) days after the agreement is signed.

ARTICLE II - NEGOTIATIONS PROCEDURE

The Association and the District negotiating teams support the collaborative bargaining process and expect that, in future negotiations, this process will be considered. The Association and the District will strive to meet collaboratively twice a year during each year of this agreement. There will be a meeting between the District and the Association by November 15, 2014 to establish the process and the timeline of bargaining. If both sides agree to collaborative bargaining, teams will use procedures found in B and D in Article II. If both sides do not agree to collaborative bargaining, then positional bargaining will be used for negotiation, using the procedures found in Article II, A, B, C & D.

A. Procedure

Either the Board or the Association may initiate negotiations by giving written notice to the other party to negotiate via certified mail or hand delivery, on or before the third Friday in November of the school year during which the agreement expires. Notice shall be deemed to have been given when received by the Association President from the Board President or Superintendent, or when received from the Association President by the Board President or Superintendent. The initial negotiations session shall not be more than thirty (30) school days from the third Friday in November. At the initial negotiations session, the Association's team shall present its proposal, and both teams shall mutually agree upon ground rules for subsequent negotiations sessions. Within two (2) weeks of the initial negotiations session, the Board's negotiations team shall present its proposal to the Association's team.

B. Negotiating Team

The negotiation teams shall consist of three members each. The Board's team will include at least two members of the Board. The Association's team will include at least two members of the Association.

C. Impasse Resolution

Upon written notification by either party to the other party that negotiations have reached an impasse, the U.S. Federal Mediation and Conciliation Service shall be used. The American Arbitration Association shall be used if interest arbitration is required.

D. Ratification

When a majority of the members of the Association vote affirmatively and when a majority of members of the Board vote affirmatively, this agreement shall be ratified. (The absence of any decision by either party within ninety (90) days shall be deemed as an affirmative vote by the
party.) The proposed agreement will be voted upon first by the Association and then by the Board.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

A grievance is an allegation by a teacher, group of teachers, or the Association that the District has violated, misinterpreted, or misapplied the language of this agreement.

B. Purpose

The purpose of this procedure is to reach at the lowest possible level an equitable solution to the grievance which may arise affecting a grievant.

C. General Conditions

1. Any grievance that is not filed within the timelines shall be considered an invalid grievance.

2. Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name(s) and position(s) of the grievant(s), a clear and concise statement of the grievance, the issue involved, the relief sought, the date the violation or incident took place, the specific section of the agreement or policy alleged to have been violated, the signature(s) of the grievant(s), the Association, and the date. Any grievance that does not contain the above information shall not be processed by the District.

3. In as much as it is desirable that grievances be resolved as quickly as possible, the number of days indicated at each level shall be considered as maximum. However, deadlines may be extended by mutual written agreement of the grievant and the District.

4. Beyond Level Two, a tape recording shall be kept. A copy of the tape recording(s) shall be provided at cost to the grievant or the Association upon written request.

5. All documents and information used by either party in the grievance process shall be made available upon written request to each party.

6. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the file shall not be required. The grievant may request that the final decision be placed in the personnel file.
7. If it is necessary for a grievant or Association representative(s) or witnesses to attend a Board hearing during the workday, the Superintendent shall grant administrative leave for the purpose of attending the hearing.

8. No reprisal shall be taken against any person for participating in the grievance process.

9. A teacher may be represented at all stages of the grievance procedure by a grievance representative who is a member or representative of the Association.

10. If the District or any member of the administrative staff does not present a written decision within the time allotted after the grievance hearing, the grievance shall be advanced to the next level.

11. If a grievance is filed at a point when it cannot be processed through all the steps by the end of the school year, the time limits shall be reduced, if possible, so that the grievance procedure may be exhausted prior to the end of the academic school year.

12. The costs of the services for the arbitrator, including per Diem expenses, if any, the travel and subsistence expenses, and the cost of any hearing room will be borne equally by the two parties.

D. Processing Grievances

Level One:

A grievance shall be initiated with an informal meeting between the teacher and the Principal. Such discussion shall take place within five (5) school days after the teacher knew or reasonably should have known of the cause of the grievance. If the grievance is not resolved informally, it shall be documented in writing by the grievant who shall submit it to the Principal within ten (10) days after the grievant knew or reasonably should have known of the cause of the grievance. The Principal shall further investigate the grievance and will reply in writing within five (5) school days after receiving the written grievance.

Level Two:

Within five (5) school days from the receipt of the Level One decision, or lack thereof, the grievant may appeal the decision to the Superintendent. Within ten (10) school days of the receipt of the grievance, the Superintendent shall hold a meeting. Within five (5) school days thereafter, the Superintendent shall notify the grievant in writing of his decision on the grievance.

Level Three:

If the grievance is not settled at Level Two, the grievant may appeal the written decision to the Board within ten (10) school days from the receipt of the Level Two decision. The Board shall
hold a hearing within ten (10) school days of receipt of the appeal. Within five (5) school days thereafter, the Board shall notify the grievant of its decision on the grievance in writing.

Level Four:

If the grievant is not satisfied with the Level Three decision, the grievant may advance the grievance to binding arbitration. The filing must be submitted to the Superintendent within fifteen (15) days of the receipt of the Level Three decision. Within five (5) school days after such written notice of submission to arbitration, the parties shall mutually agree to an arbitrator. If the parties cannot agree upon an arbitrator, the parties shall contact the American Arbitration Association for the selection of an arbitrator (limited service).

ARTICLE IV - CONTRACT DAYS AND HOURS

A. Contract Days

Placement on the salary schedule will be based on a 195 day contract, including professional work days, paid legal holidays, and 183 student contact days, including two full days per semester (not meeting the “minimal day in session” requirement) for Parent – Teacher conferences.

B. Length of Work Day

The work day for each teacher within the District shall be seven (7) hours, exclusive of a thirty (30) minute duty free lunch time and extra curricular activities, plus a time not to exceed sixty (60) minutes per week for staff meetings.

C. Preparation Periods

All full-time teachers shall have a preparation period during the student contact day, excluding in-service days, of not less than 50 minutes a day, or a total of 250 minutes per week, with no prep period being less than 30 consecutive minutes per period. Less than full-time teachers will receive proportional prep time period. A teacher may waive these stipulations. If a teacher volunteers to teach an additional course offered by the District during his or her preparatory period, compensation will be shown in Appendix B. The teacher's preparatory time will be at the teacher's discretion.

D. Teacher Work Days

Two teacher workdays shall be scheduled preliminary to the opening of school and shall be reserved solely for the purpose of teachers working in their classrooms. No administrative or orientation activities involving teachers shall be scheduled on these days. Additionally, one workday shall be scheduled after the last student contact day.
ARTICLE V - NOTIFICATION ON NON- RE-EMPLOYMENT

Non-tenured teachers shall be given official written notice by April 1st of the Board's intention to issue or not to issue them a contract for the following year. Tenured teachers shall be notified as specified in statute.

ARTICLE VI - REDUCTION IN STAFF - TENURED STAFF

A. Responsibility for staffing of the school in Unalaska rests solely with the Unalaska School Board who will consider the recommendation given them by the Superintendent.

B. The first avenue to be considered in reduction in staff will be normal attrition.

C. All recommendations for staff cuts will be reviewed with the staff prior to action by the Board. The District will consider the Association or staff proposals regarding program restructuring to absorb surplus staff before staff reductions are implemented.

D. Teachers not retained by the School District due to decrease in enrollment or funding will be given preference for rehire consistent with the length of service in the District if all the following conditions prevail:

1. The teacher has a current application on file with the District office;

2. The teacher meets the job qualifications for the vacancy as determined by the District;

3. The teacher has been a contracted employee for 140 days.

E. All rights and benefits accrued up to the time of layoff shall continue at the time of rehire, except tenure rights.

F. Any employee laid off shall be accorded rehire rights for two (2) years unless specifically waived in writing by the teacher. It shall be the responsibility of the person laid off under Reduction In Staff to keep the District informed of all changes of address and a telephone number where he/she can be reached.

G. During the period of any layoff, the Board agrees to maintain the health and life insurance programs in full force and effect for thirty (30) days.

ARTICLE VII - COMPENSATION

A. Teachers' Basic Salary Schedule

Teacher compensation will be based on salary schedule (Appendix D)
B. Teachers' Basic Salary Schedule Conditions

1. Certified teachers under contract serving a school term of one hundred forty (140) instructional days or more shall be credited with a year of teaching service.

2. Initial and advanced placement will be established as follows:

   a. Credits and/or degrees applicable must be in the teacher's major or minor field or present teaching area or a District certificated employment area and earned from an accredited college or university, or Continuing Education Units\(^1\) (with prior approval). Requirements for qualifying for salary ranges higher than the Bachelor's Degree range are as follows:

      1) Bachelor's Degree+18: Official transcripts must be submitted showing a Bachelor's Degree conferred and 18 semester hours of credit earned subsequent to the granting of the Bachelor's Degree.

      2) Bachelor's Degree+36: Official transcripts must be submitted showing 36 semester hours of which 12 must be graduate level earned subsequent to the granting of a Bachelor's Degree.

      3) Master's Degree: Official transcripts must be submitted showing the actual completion of the degree requirements, or a transcript plus certification that requirements have been met and the degree will be granted on a specific date. Master's Degrees other than the field of education are acceptable only if they are in or relevant to the teacher's current subject area of teaching. Examples of degrees relevant to a teacher's current subject area would be political science for social studies teachers, engineering for industrial arts teachers, or reading or counseling degrees for all teachers. Approval of degrees in areas other than the teacher's current teaching assignment will be at the discretion of the District and will be granted based upon the program needs of the District. Specifically excluded are degrees in fields unrelated to the teacher's assignment, such as business degrees for elementary teachers except in response to a specific District program need, and degrees in law and religion.

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\(^1\) Continuing Education Unit means a credit awarded for at least 15 contact hours of participation in an organized continuing education experience by a regionally accredited institution of higher education, or by an organization that has been approved for the granting of continuing education credit by the national organization that represents the field of study or professional membership in which the credit is being granted.
4) B + 54 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.

5) B + 54 with Master's Equivalency: Official transcripts must be submitted showing 54 semester hours, of which 30 are graduate credits reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.

6) B + 72 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 30 semester hours of credit must be graduate level courses.

7) B + 72 with Master's Equivalency: Official transcripts must be submitted showing 72 semester hours, of which 42 are graduate credits reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.

b. Lower Division courses enrolled in after July 1, 1997, will be accepted for educational ranges B+54 with M, B+54 with ME, B+72 with M, B+72 with ME, only when approved by the Superintendent prior to enrollment in any lower division courses. The Superintendent's approval/disapproval of appropriately requested lower division courses will be based on the educational needs of the District and the professional needs of the teacher.

Teachers serving in the District prior to July 1, 1994 will be held harmless at their then current salary schedule placement, if they do not meet the criteria or placement as established above. After July 1, 1994, subsequent salary schedule movement by all staff will be in accordance with the above provisions.

c. The District will not be required to accept off-campus credit from accredited colleges and/or universities when it can show that the teacher has not received at least 15 hours of instruction per semester hour of credit, for courses enrolled in after July 1, 1997. With prior approval, however, the District will accept credits for correspondence courses, video courses, and tele-courses offered by accredited colleges or universities.

C. Contract Extensions

1. Compensation for extended contracts shall be calculated at the teacher's per Diem rate of the completed annual contract.

2. Compensation for conducting summer school classes in Unalaska shall be calculated at the per Diem rate of the completed annual contract when instruction requires a teaching certificate as determined by the District.
3. Special project contracts may be written for amounts not related to the salary schedule.

D. Extra Pay Schedule

(See Appendix A)

1. The teacher will receive the contract amount upon completion of the activity. If an activity is discontinued during the school year or if the extra duty contract is terminated by the teacher or by the District, the teacher shall be compensated an amount equal to the portion of the contract served. Job descriptions for each activity will be provided before the activity begins. Extra duty will be accepted on a voluntary basis by the teachers. Teachers shall be given first priority for all coaching and extracurricular activities.

2. Any person filling an extra pay position which involves supervisory responsibilities for program or personnel (i.e. activities director, special education director, vocational education director, etc.) will be offered a supplemental contract and will serve outside the terms and conditions of this Agreement.

E. Stipend for Re-Certification

After initial State of Alaska regular certification, the Board will reimburse, with supporting receipts and transcripts, up to one hundred dollars ($100.00) for each credit hour earned up to six (6) hours required for re-certification. Such reimbursement will be paid within five working days after the teacher has submitted the necessary documents and request.

F. Physical Examination Reimbursement

The Board shall reimburse certified employees for the cost of the required physical examination upon receipt of required documents from the examining physician.

G. Scheduled Pay Periods

Salary shall be paid in twelve (12) monthly installments on the last working day of each month. The Board may implement more frequent payrolls if accounting systems permit.

H. Prorated Benefits

Benefits will be allotted in proportion to the full time equivalency (FTE) worked by the employee.

I. Longevity Bonus

When a teacher with ten or more consecutive years of teaching (as defined in H above) in the district, leaves the employment of the district, payment equal to $250.00 per full year as a
teacher in the district will be paid to the teacher. The payment will be made as a bonus upon separation from the district.

**J. National Board Certification**

Teachers who hold Certificates from the National Board of Professional Teaching Standards shall receive a $1,000 increase in yearly salary. A $1,000 bonus will be awarded to a teacher receiving this certification while employed in the district.

**ARTICLE VIII - LEAVES**

**A. Conditions**

Approved leaves do not constitute a break in service for retirement purposes. All benefits to which a teacher was entitled at the time the leave of absence commences, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return and the teacher shall be assigned the same, or a comparable position to that which was held at the time said leave commenced. Other than sick leave, requests and approvals or rejections shall be made in writing. However, to secure these rights, the employee must return to duty at the expiration of approved leave.

Controlled leaves (personal/professional) will be capped (limited) at 10% of the total teaching staff per day. Excess days may be approved by the Superintendent or the Superintendent's designee.

The District may require verification of conditions necessitating leave.

**B. Leaves With Pay**

1. Sick leave shall be granted according to law. The District and the Association agree that teachers will make every reasonable effort to minimize travel under sick leave.

2. Personal leave will be granted to all certified staff at the rate of four (4) days annually up to a limit of ten (10) days.

   a. Personal leave may not be used during the first or last five (5) days of the school calendar.

   b. Personal leave may not be used during a school in-service program involving the general staff.
c. Not more than three (3) staff members may be on personal leave any day of the school calendar.

d. Unused personal leave days may be converted to cash at the teacher's daily rate as set forth in the teacher's contract. Any personal leave in excess of ten days will be reimbursed automatically at the end of the school year.

3. Emergency leave shall be granted for impending death or death in the immediate family. Each employee may take a maximum of ten (10) days plus necessary travel time per school year under this provision.

Immediate family shall mean husband, wife, father, mother, sister, brother, son, daughter, grandparent, teacher's stepparents, stepsiblings or stepchildren.

4. Other emergency leave for personal reasons may be granted at the discretion of the Superintendent.

5. Expectant mothers may request additional days from the sick leave bank after their personal and sick leave is depleted.

6. Unavoidable air travel leave shall be granted teachers when returning from vacations, and use of personal leave, or Association leave when the absence is due to air conditions beyond their control. Such employee shall not be penalized by loss of earned personal leave or sick leave, unless he/she fails to take the first available flight back to Unalaska. Teachers will make every reasonable effort to take the next available flight. Personal leave can be granted as per the Negotiated Agreement; otherwise, it will be considered leave without pay. This leave shall be limited to two (2) days per year per person.

C. Professional Development Travel – Certified employees must select only one option with the approval of the Superintendent.

Option 1: Each summer during the term of this contract (FY13-15), a certified employee shall have the opportunity to attend a conference or workshop of the individual teacher's choice. The District agrees to pay airfare to and from the conference or Anchorage, whichever is less.

Option 2: Once during the term of this contract, a teacher may choose to attend a professional conference, workshop, or class. The District shall reimburse the teacher for the cost of air fare to the conference, lodging, and the conference fee in an amount not to exceed $2,500.

Reimbursement under this section shall be based on the District's fare or the Teacher's actual cost, whichever is less.
D. Leaves Without Pay

1. The conditions for leaves of absence without pay shall be granted according to Alaska State Statute Section 14.20.345, 39.25.500 et. seq., the FMLA and Appendix C.

2. Extended Illness: Extended illness leave without pay shall be granted for one (1) additional school year in the event a teacher exhausts the sick leave and sick leave bank benefits and still is unable to return to work. This leave shall be based upon the written recommendation of competent medical authority indicating when the teacher is capable of returning to work.

E. Legal Leave/Jury Duty

If a teacher misses work because of jury duty, or if a teacher is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding involving criminal charges in which the teacher is not a party, i.e., plaintiff, defendant, etc. the teacher shall be paid his/her normal compensation for any periods of work so missed. Jury pay will be signed over to the District.

ARTICLE IX - SICK LEAVE BANK

A. Purpose

The sick leave bank is hereby established to enable a certificated staff member, because of unusual circumstances, to receive continuing sick leave benefits after personal accrued sick leave has been exhausted.

B. Eligibility

1. Membership in the sick leave bank is a one time only opportunity.

2. Any certified member of the bargaining unit may only become a member of the sick leave bank within thirty (30) days of his/her first day of initial employment, upon approval by the Superintendent and teacher representative, provided the certificated member has sufficient accrued days from which to contribute to the bank. Becoming a member may be accomplished by contributing two (2) days of sick leave to the bank. The total days contributed by the teachers will be matched by the Board.

3. Membership shall be continuous after initial enrollment unless written notification of withdrawal is given on or before the fifteenth (15th) school day
after the beginning of the school session, or there is a break in service greater than one contract year.

C. **Governing Committee**

The sick leave bank will be governed by a committee composed of two members appointed by the School Board and two members appointed by the Association.

D. **Application Procedure**

Request for use of the sick leave bank will be submitted to the governing committee. All requests must be accompanied by a letter from the attending physician.

E. **Regulations and Limitations**

1. Persons approved by the governing committee to withdraw sick leave days from the bank will not be required to replace those days except as a regular contributing member.

2. The governing committee will administer the sick leave bank and their decisions will be final.

3. Approval and implementation of the sick leave bank agreement is contingent upon review by the Department of Education.

4. Upon request, the Association shall be given a written accounting of its accumulated sick leave bank days.

5. In the event of excessive use of sick leave bank days, the representatives of the committee governing the bank shall decide if and when more days need to be donated and how many days each member of the bank shall donate. Any member not wishing to donate these extra days shall forfeit membership in the bank commencing at the time the extra days are donated. The Board does not have to match these days.

**ARTICLE X - PERSONNEL FILES**

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

1. All material placed in the permanent teacher's file and originating within the District shall be available to the teacher.

2. Material originating within the District which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and the opportunity to affix their signature to the actual copy to be filed. 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 any material filed, and such response shall be included in the file.

4. Evaluation forms and other documents pertaining to teacher performance and character shall remain a permanent part of the certificated staff member's personnel folder, and no such items shall be removed without notification of the teacher. After any item other than an annual evaluation has been in a teacher's personnel file for three years, a teacher may request that the item be removed. If that item is no longer relevant, the Superintendent will remove it. The Superintendent's decision on the item's relevancy will be grievable to Level Three. The District may keep a record of this action to remove an item from a personnel file; that record may include the request, the document, the decision, documentation of any grievance, and any notes related to the action.

5. All references and information originating outside the District on the basis of confidentiality, and information obtained within the District in the process of evaluating the teacher for the initial employment shall not be available for inspection or response by the teacher.

ARTICLE XI - REASSIGNMENT

Reassignment is the movement of an employee to a different grade level or a majority of their teaching assignment.

A. Voluntary Reassignment

Teachers who desire a change in grade and/or subject assignment may file a written statement of such a desire with the Superintendent not later than May 1st. Such a statement shall include the grade and/or subject to which the individual desires to be assigned, in order of preference.

In the determination of requests for voluntary reassignment, wishes of the certified employee shall be honored to the extent that the reassignment does not conflict with the instructional requirements and best interests of the District and is supported by teaching experience and certification endorsements at the level or in the subject area(s) of the request. Teachers with more continuous service in the District will receive first consideration for voluntary reassignment. In the event that a request is not approved, the Superintendent will meet and confer with the teacher making the request. The District will provide upon written request, a written statement of the reason(s) for a teacher's request for reassignment being denied.

B. Involuntary Reassignment

When involuntary reassignment is necessary, an individual's area of competence, major/minor field of study, length of continuous service in the District, teaching experience and certification endorsements at the grade level or in the subject area(s) of the request, and other relevant factors shall be considered in determining reassignment. An involuntary reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor, at which time
the teacher shall be notified of the reason thereof. An involuntary reassignment will be made only after notification in writing from the Superintendent.

No position shall be filled by means of involuntary reassignment until the provisions of Voluntary Reassignment have been exhausted. Where program needs dictate, the above guidelines may be waived by mutual agreement of the supervisor and the teacher. However, any evaluation of a teacher reassigned under this subsection will address the effect that this reassignment has had on the teacher's performance. It is further agreed that the teacher will be transferred back to the major field at the beginning of the earliest possible semester, if applicable.

ARTICLE XII - ASSOCIATION RIGHTS

A. Association Use of School Facilities

The Board will allow the Association to hold their routine meetings in the school building at reasonable hours outside the school day provided that the Superintendent has been given prior notification. The Association shall have the right to use school equipment not in use, if the Association pays for the use of all supplies and materials as well as any damages.

The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards provided in the faculty lounge of each building. The Association will be granted the use of teacher mailboxes for communication with the members of the unit. The District will not be responsible for items lost or misplaced.

B. Association Leave

At the beginning of each school year, the Association shall be provided with nine (9) days of non-accumulative paid leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Board is not liable for such activities' expense.

C. Access to Information

The Board agrees to furnish to the Association upon written request any non-confidential information which is not protected by statutes or regulations requiring confidentiality which would be of value to the Association in carrying out Association activities. A copy of Board minutes will be provided.

D. Continuing Membership

1. The Board shall deduct teacher profession dues from the salary of each individual teacher who has submitted a written authorization for said deductions. The deduction shall continue from year to year without further authorization as of September 1st of any calendar year by giving written notice to that effect by September 30th of that year. If for any reason, excepting death, serious illness,
leave of absence, or personal catastrophe, the teacher terminates employment after September 30th of any given year, amounts still owing under this authorization shall be deducted from the teacher’s final pay.

2. The President of the Association shall notify the District, in writing, of any revisions in annual dues. Such notice will be given prior to September 30th.

3. The Association shall hold the District harmless, including actual attorney fees, from any claim or allegation based upon District compliance with this section should a complaint be filed against the District as a result of the District's enforcement of this provision.

ARTICLE XIII - INSURANCE

A. Health Insurance

The District shall provide group health insurance for the employee and immediate family. The cost of premiums shall be borne by the District.

B. Health Insurance Committee

The health insurance plan for the District will be reviewed annually by a committee comprised of the following members:

1. The District Superintendent or designee;
2. One member of the Board;
3. Two members of the Association.

C. Life Insurance

The District will provide for the employee, at Board expense, optional life insurance in the amount of $5,000.

D. Liability Insurance

The District will provide for the certificated employees of the Unalaska City School District liability insurance in accordance with AS 14.12.115.

E. Property Damage

The Board agrees to replace or reimburse a teacher for any personal property that is used for school purposes per Board Policy 4156.3.
ARTICLE XIV - EVALUATION PROCEDURES

The parties agree that the following evaluation procedures shall apply to the evaluation process:

A. Evaluations shall be conducted for all certified personnel, both tenured and non-tenured, as required by State regulations, using a procedure as described in Unalaska City School District's Evaluation Handbook as may be amended.

B. Each non-tenured teacher will be evaluated at least two (2) times each school year. Each tenured teacher will be evaluated at least one time each year. All evaluations and post-evaluation administrator/teacher conferences will be completed prior to notification dates outlined in Article V of this agreement.

C. The evaluator and evaluatee shall continue to work together on any plans for improvement that were made a part of the evaluation.

D. Should the evaluator find it necessary to consider the possibility of non-retention during the process of evaluation for the improvement of instruction, the evaluatee will be notified by dates as set forth in Article V of this agreement.

ARTICLE XV - TEACHER RIGHTS

A. Assignment of Student Grades

1. The teacher has the initial right and responsibility to determine student grades within the grading policy of the District based upon the professional judgment of available criteria pertinent to any given subject or activity for which the teacher is responsible.

2. No student's evaluation shall be changed unless it is agreed upon by the Superintendent and the instructor who assigned the evaluation. Such agreement for change must be made in writing and shall become part of the student's permanent record.

B. Academic Freedom

Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of the appropriate course content and within the planned instructional program as determined by the Board. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion with the class on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste as determined by the District policy or regulation.
It is further agreed between the parties that this Article shall not apply to routine differences of opinion, or disagreements among the faculty or between the faculty and the Administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom as defined above has been clearly and positively breached by some specific, definitive act, or order of the Administration or Board.

ARTICLE XVI - DURATION OF AGREEMENT

This agreement is the sole and complete agreement between the parties and shall become effective July 1, 2012 upon being ratified by a majority of members of the School Board and a majority of members of the Unalaska Education Association. This Agreement shall continue in full force and effect through June 30, 2015, with the exception of the following:

1. The contract may be reopened by either the bargaining unit or the District after the first year for the purpose of health insurance only, and

2. If a successor agreement has not been executed by the parties as of that date, this Agreement will extend until a new contract has been ratified.

Unalaska District School Board

By: __________________________
Tammy Fowler Pound, Board President

Unalaska Education Association

By: __________________________
Jeff Dickrell, UEA President

Negotiating Team Members:

Shawna Rudio, Association Member

Tonya Miller, Board Member

Joni Scott, Association Member

John Conwell, Superintendent

Teresa Gurley, Association Member

Tammy Fowler Pound, Board Member

Signed this _____ day of _____, 2012
Appendix A

Extra Duty Salary Schedule

The Superintendent or designee will write all job descriptions with the help of the extra duty contract holder. All extra duty positions must have contracts and job descriptions. Contracts must be signed and approved before the activity begins. Establishment of new clubs must be approved by the District.

The number of weeks in an athletic competition is determined by the Alaska School Activities Association. Additionally, the Native Youth Olympic season (not an ASAA sanctioned sport) is a maximum of 12 weeks.

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Extra Duty not included in the above and approved in advance by the District will be compensated at the rate of $20/hour.

1) Decision to fund any activity or extra duty position and who will be offered said position shall be at the discretion of the District.

2) Disputes concerning replacement, either in a position or at a salary level, shall be appealable to a level two grievance.

A daily stipend will be paid when certificated staff travel with students during spring break at a rate of $150 per day, not to exceed 4 days, $600 total.

*A maximum of one paid assistant coach per varsity team at the discretion of the District. The stipend for each assistant coach is $600.
Appendix B

Supplemental Pay Scale

All activities under this section will be selected and approved by the District in advance and must also include a program/activity description.

$20.00 per hour. Activities in this range include SAT (Student Assistance Team) members, Computer repair/work, Saturday School W/O Remediation.

$25.00 per hour. Activities in this range include academic remediation.

$30.00 per hour. Activities in this range include: teaching a class during Certificated staff member’s prep period, and others requiring lesson plans. Certificated Staff must sign a contract for the entire year to provide this activity.

Decision to fund any activity and who will be offered said position shall be at the discretion of the District.
Appendix C – CURRENTLY UNDER REVISION TO ALIGN FEDERAL AND STATE LAWS

LEAVE WITHOUT PAY
FAMILY AND MEDICAL LEAVE

Certified employees shall be entitled to the non-compensated leave benefits provided and set forth in AS 39.20.500 which shall be coordinated and concurrent with Family Medical Leave Act benefits to the extent such benefits are applicable and subject to the following conditions:

1. To be eligible for leave under this section, a certificated employee must have worked for the District for the two full semesters immediately prior to the semester in which leave is taken.

2. Certificated employees shall be required to substitute all accrued sick leave, personal leave and other compensated leave for leave pursuant to this provision for purposes of serious health conditions as defined in AS 39.20.500(b)(2), (3). A teacher shall be required to substitute all accrued personal leave and other compensated leave (except sick leave) for leave pursuant to this provision for purposes of child care as provided in AS 39.20.500(b)(1).

3. When both spouses are employed by the District, the combined amount of leave for birth and/or adoption shall be limited to 18 work weeks in any 12 month period and the combined amount of leave shall be limited to 18 work weeks in any 24 month period for leave for purposes of caring for a sick parent under AS 39.20.500(b)(2). The limitation in this subparagraph shall not apply to leave pursuant to this provision taken for personal illness and illness of a spouse or child as set forth in AS 39.20.500(b)(2), (3).

4. Leave pursuant to this provision may not be taken on an intermittent or reduced leave schedule when such leave is for the purposes of child care as set forth in AS 39.20.500(b)(1). For leave taken for the purpose of a family or personal illness as set forth in AS 39.20.500(b)(2), (3), intermittent or reduced schedule leave may be taken when medically necessary (and stated in writing by the attending physician) except that when certificated employees seek intermittent or reduced schedule leave in connection with a family or personal illness as set forth in AS 39.20.500(b)(2), (3), and when such leave would constitute at least 20% of the total number of working days in the period during which the leave would extend, the District may require the employee to elect to take leave in a block (not intermittently or on a reduced schedule) for the entire period, not to exceed the duration of the planned medical treatment.

5. a. If a certificated employee begins leave under this section more than five weeks prior to the end of a semester, the District may require the employee to continue taking leave until the end of the semester if the leave is of at least three weeks duration and the return to employment would occur during the three-week period before the end of such term.
b. If a teacher begins leave under AS 39.20.500(b)(1), (2) during the period that commences five weeks prior to the end of the semester, the District may require the teacher to continue taking leave until the end of the semester if the leave is of greater than two weeks duration and the return to employment would occur during the two-week period before the end of such semester.

c. If a teacher begins leave under AS 39.20.500(b)(2), (3) during the period that commences three weeks prior to the end of the semester and the duration of the leave is greater than five working days, the District may require the teacher to continue to take leave until the end of such semester.

6. The District shall have the right to require a teacher to undergo a physical exam at the District's cost and expense pursuant to 4 AAC 06.050 at anytime with regard to leave taken under AS 39.20.500(b)(3).

7. In accordance with the FMLA as and to the extent applicable, eligible employees who are family members of covered servicemembers are entitled to take up to 26 workweeks of leave in a "single 12-month period" to care for a covered servicemember with a serious illness or injury incurred in the line of duty on active duty. An eligible employee under the FMLA is entitled to a total of 12 workweeks of unpaid leave in a given 12-month period under the FMLA as and to the extent applicable for qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation.

8. A certificated teacher will be granted AFLA and FMLA leave in accordance with whichever law is most beneficial to the teacher. In addition to leave related to pregnancy, the birth of a child or the placement of a child, a teacher may be entitled to leave to care for a family member with a serious health condition, to care for the employee’s own serious health condition, to care for a family member who is a covered servicemember with a serious injury or illness, or because of a qualifying exigency of a family member who is member of the national Guard or Reserves in accordance with the FMLA, AFLA (AS 39.20.500) and this Appendix C.
Appendix D

FY 13 – FY 15 SALARY SCHEDULES

UCSD FY 13 SALARY SCHEDULE

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