

**Sitka Education Association
and
Sitka School District**

**Negotiated Agreement
July 1, 2019 – June 30, 2022**

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ARTICLE I – ADMINISTRATION

Section 1 - RECOGNITION

The Board recognizes Sitka Education Association as the bargaining agent for all regularly employed certified staff under regular contract except the Superintendent of Schools and his/her assistants or principals. The Association shall continue to have representative status for the duration of this Agreement.

Section 2 - OPENING INSTRUCTIONS

Upon the written request of either party, delivered respectively to the Superintendent of Schools or the President of Sitka Education Association, to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days following the request. Once communications begin, both parties agree that no more than twenty (20) days will elapse between communications. In any event, the two parties agree to meet by November 30, of the year this contract expires.

Section 3 - NEGOTIATING TEAM

No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of the Association for purposes of negotiations. All conditions of the meeting will be according to State Statutes as applicable. Neither party will attempt to exert any control over the other's selection of its representatives.

Section 4 - STATUS OF AGREEMENT

Any individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede any rules, regulations, or practice of the Board, which shall be contrary to or inconsistent with its terms.

Section 5 - THE AGREEMENT

When tentative agreement is reached on a proposal, the proposed Agreement shall be reduced to writing. When all items have been tentatively agreed to, they shall be submitted for approval and/or ratification to the Board and the Association.

Section 6 - CONFORMITY TO LAW

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 7 - PRINTING/DISTRIBUTION

The Association and the Board will share costs regarding the printing and distribution of 50 copies of this agreement in the following manner:

- The Association will provide labor.
- The District will provide the master document, paper, and the duplicating equipment.
- Printed copies of this agreement will be distributed to school board members, union leadership and school representatives, and district and school administration.

The Board shall make available copies in the District Office and will post it on the public district website.

Section 8 - AGREEMENT ADMINISTRATION

At the request of either party, the Superintendent and/or a designee shall meet with the Association President and/or a designee. The parties agree that such conferences are for the purpose of information sharing only. By mutual agreement, additional representatives may be in attendance.

Teachers' rights to meet directly with the Administrative staff in an expeditious manner shall not be affected by this provision.

Section 9 - MANAGEMENT RIGHTS

Terms and conditions of employment not covered or abridged in the Negotiated Agreement shall continue to be subject to the Board's exclusive direction and control.

Nothing in this Agreement may be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the School Board, including its right to make final decisions on policies.

1. The determination of the methods, number and type of personnel and educational program(s) necessary to accomplish the Board's responsibilities.
2. The right to manage the affairs of the District in a way to provide maximum service to the investing public

Section 10 - SUPPLEMENTAL AGREEMENTS

This Agreement is the entire agreement between the parties hereto. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled such terms and conditions for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of the Agreement.

Notwithstanding the above, this Agreement may be amended at any time by mutual agreement of the parties hereto. Any such agreements will be reduced to writing and if ratified by both parties, shall become a part of the larger Agreement and subject to all of its provisions.

Section 11 - DEFINITIONS

1. School
 - the Sitka School District
2. Association
 - Sitka Education Association
3. Board
 - the Sitka School Board
4. Agreement
 - the Collective Bargaining Agreement negotiated between the Association and the Board
5. Bargaining Unit
 - all certified staff under a Teacher Contract except the principals, assistant principals, and certificated directors.
6. Days
 - contractual days, excluding holidays
7. Teacher
 - certificated staff member in the bargaining unit
8. Certified
 - that teacher who possesses a valid Type A or Type C Alaska Teaching Certificate
9. Qualified
 - that teacher who possesses a valid Type A or Type C Alaska Teaching Certificate and the appropriate endorsement(s) and major(s) for the grade or subject area
10. Accredited
 - a college/university accredited by one of the six regional accreditation associations: Middle States Commission on Higher Education; New England Association of Schools & Colleges; North Central Association of Colleges and Schools; the Northwest Commission on Colleges and Universities; Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.
11. Student Contact Day
 - the portion of the day that students are scheduled to attend.
12. Immediate Family
 - is defined as parent, grandparent, parent-in-law, brother, sister, spouse, son, daughter, grandchild, or person with whom one has had equivalent association (which could include aunt, uncle, foster child(ren), brother-in-law, and/or sister-in-law).
13. Affiliation
 - any reference to the National Education Association (NEA) can also include NEA-Alaska.

ARTICLE II - BUSINESS

Section 1- PAYROLL PROCEDURES

Options will be extended the teachers as to the number of pay periods desired. However, due to the varied options and alternatives extended the teachers, once a teacher chooses the plan best suited to fit his/her needs, the pay schedule shall not be changed except in cases of emergency and only upon written request by the teacher to the Superintendent of Schools. With this in mind, the following payroll procedures will be followed:

1. A teacher may elect to receive the contract salary on a nine (9) or twelve (12) month basis.
2. Other than August, which may require a per diem calculation for payroll, paychecks will be issued on the fifteenth (15th) of the month, and the last day of the month. If the fifteenth (15th) day or the last day falls on a Saturday or Sunday, the payday will be on the preceding Friday. Payroll is processed electronically unless there is a legitimate need to have payroll checks printed. To be eligible for printed checks, the teacher must make a request to the Business Manager within 4-weeks of the beginning of the school year. A request for printed payroll checks can be withdrawn for the remainder of the school year with notice given to the Business Manager at least 6 business days before the next payroll. If a teacher needs a one-time printed payroll check, he/she may make a request to the Business Manager no later than 6 business days before the next payroll.
3. Payday for the pay period including the end of the school year will be the teacher's last contracted day of that period. On that payday, the teacher will be paid all remaining salary.
4. In no event will any teacher be paid any portion of his/her contract salary before services are rendered.
5. The Board shall make a notation in the teacher's annual employee update document notifying the teacher of the expiration date of his/her teaching certificate on the first day of each school year. The annual employee update document requires a signature. Other documentation will be provided electronically and available on the District's website. Four (4) months prior to due date, the District will resume monthly notification to the teacher of the expiration date of his/her teaching certificate.

Section 2 - PAYROLL DEDUCTIONS

The following specific items will be subject to payroll deductions provided authorization is given by the teacher on forms provided by the School District.

Changes during the school year for payroll deductions shall be limited to four (4) by any one teacher.

1. Retroactive retirement.
2. Health, life, and accident insurance for dependents of employees. The carriers providing health, life, and accident insurance for the District will be the only companies involved.
3. Assignment of banks, savings, or loan institutions or annuities, individual retirement accounts, deferred compensation plans, and saving plans.
 - a. The District shall, after having received written approval from the teacher and the assignee, forward the designated amount to the appropriate institutions within one (1) week following payday. The District shall be held harmless for any and all delays in the amount reaching the designated institutions.
4. The District agrees to offer, and allow SEA members to participate in, the Sitka School District 403b Retirement Plan.
5. The Board shall deduct Sitka Education Association unified dues from all Association members. SEA will annually advise the DISTRICT of the amount of the Unified Association dues by September 10th.

Section 3 – INFORMATION TECHNOLOGY

The District will provide information technology to teachers in their classroom and/or office. Each building will establish an on-going process to determine and implement identified student, staff and building technology needs.

ARTICLE III – PERSONNEL

Section 1 - LEAVES OF ABSENCE WITHOUT PAY

1.1 - General Conditions. A leave of absence without pay is not an interruption of the continuous service necessary to retain retirement, accumulated leave, or tenure rights. However, such leave time cannot be counted to acquire tenure rights, to accrue leave, or to advance on the salary schedule, except as noted below.

1.2 - Short Term Leave of Absence Without Pay. Short term leaves of absence without pay may be granted by the Superintendent of Schools after submission of the request through regular Administrative channels.

1.3 - Long Term Leave of Absence Without Pay. Long Term leaves of absence without pay shall be for a full year and may only be granted by the Board.

All leave applications to the Board, Active Leave Without Pay and Inactive Leave Without Pay, must be made as early as possible in the school year, but no later than March 1 of the school year preceding the school year for which the application is made. For compelling reasons, the Board may review an application received after March 1. The applicant must provide the Board with a formal written plan stating the dates of leave and return, and justification for the leave of absence. An oral presentation of the application may be requested by the Board and/or the applicant.

Active Leave Without Pay: Active Leave Without Pay shall mean an approved long-term leave of absence without pay, with a guaranteed return to the teacher's former position. The Board retains sole discretion in how many leaves it will or will not grant. Teachers who are on Active Leave Without Pay shall notify the Superintendent of Schools on or before March 1 of their intention to return for the school term following their leave. Failure to do so will constitute the teacher's resignation.

Inactive Leave Without Pay: The Board agrees to pay the District's contribution to the teacher's salary for retirement if the approved leave is for one of the following reasons:

1. State Political Office
2. State or National NEA Office
3. Teacher exchange program
4. An activity approved by the School Board, which has as its primary purpose improvement of teaching performance.

The teacher shall reimburse the District for all costs in connection with required TRS contributions made by the District for a teacher on Active Leave Without Pay.

An Inactive Leave Without Pay is defined as an approved long-term leave without pay, without a guarantee of immediate employment upon return from the leave period. An unlimited number of Inactive Leave Without Pay may be approved by the Board. A teacher returning from a Inactive Leave Without Pay will remain on leave status until he/she can be assigned to a vacant position for which he/she is qualified, and must accept or reject the assigned position. Failure to accept will constitute the teacher's resignation.

An approved Active or Inactive Leave Without Pay may be rescinded upon the mutual agreement of the Board and the teacher. Any substantial deviation from the plan by the teacher on Active Leave Without Pay, without prior approval from the Superintendent, may result in disciplinary action.

Section 2 - SABBATICAL LEAVE

One (1) teacher from the District per year may be allowed to take a sabbatical leave, provided an eligible teacher makes application for such leave. If more than one (1) teacher applies in any one year, seniority in years of service with the District will determine the teacher granted the leave, provided all other criteria of the applications are equal.

Eligibility criteria for sabbatical leave include: at least seven (7) years in the District; statement of purpose; educational plan or course work and contribution toward a degree; and rationale for such a leave benefiting the District's educational system. Completion of an application outlining these requirements must be submitted to the Board for approval no later than March 1 of the school year preceding the planned year of leave.

A completed sabbatical leave must result, between the last date of employment and the first day of school after reemployment, in the awarding of at least two (2) semesters of full-time graduate credit toward receipt of a graduate degree and the applicant must also have already taught two (2) years in the major area of study in which the graduate work is done. The Board may waive these requirements.

A year of sabbatical leave, as well as leaves of absence granted for an exchange or overseas program and for professional study, shall count as one (1) year seniority.

Compensation may range, at the discretion of the Board, from no salary or benefits to half salary with benefits.

Section 3 – ASSOCIATION LEAVE

The Board shall provide up to twenty-seven (27) days Association leave for teachers to be used at the discretion of the Association. An authorization statement from the president of the Association, which shall accompany the application for such leaves, will be sufficient justification.

This leave does not include days of professional leave used by teachers (not to exceed six teachers) for attending the Alaska State Delegate Assembly.

The Board shall provide the Association President up to ten (10) days per year of additional release time to administer Association duties. This leave must be taken in half-day or greater increments.

Section 4 - PROFESSIONAL LEAVE

Teachers may be excused for professional purposes without loss of pay upon written application to and approval by the Superintendent of Schools. All absences for professional reasons, that is, those reasons which will benefit and promote the work of the District, must be approved at least two (2) weeks before such absence is granted.

Approval for such absence must be in writing from the Superintendent's Office. If circumstances are such that there is other compensation afforded or where the time will be devoted to furthering interest of a particular organization or group, arrangements will be made for the adjusted compensation.

In the event of ferry or airline breakdown, a teacher may remain on professional leave, with the Superintendent's or his designee's approval, until their return on the earliest available transportation.

Section 5 - PERSONAL LEAVE

Teachers shall be entitled to personal leave under the following conditions:

<u>Years of Experience</u>	<u>Days of Personal Leave Per Year</u>
0 through 5 completed	3
6 and above	4

1. Personal leave days accrue on the first day of each school year. Teachers may use or accrue up to seven (7) personal leave days per year, subject to the conditions described in items 1 through 4. Each teacher's unused days over seven (7) will be reimbursed at \$266.00 per day for FY20, \$275.00 per day for FY21, and \$300.00 per day for FY22 and beyond. Reimbursement will occur by the end of the contract year.
2. Personal leave days may be used by a teacher at any time during the school year provided compliance is otherwise had with this section. Teachers employed part-time shall accrue personal leave pro rata on the above schedule. The above fully funded personal leave will be given to all teachers.
3. Personal leave will be granted only upon a written request submitted to the principal at least one (1) day (twenty-four {24} hours) prior to the day leave is requested.
4. No more than ten (10) percent of the total staff or ten (10) percent of any individual building unit may be absent at any one time. At least one (1) leave will be granted per building if less than ten (10) teachers comprise a building unit.
5. Lesson plans shall be submitted to the building principal and approved by him/her before the request for personal leave will be granted.
6. Leave shall not be granted during the first five (5) contract days of the school year, or the last five contract days of the school year, or from any in-service, parent-teacher activity, non-student workday with the exception of major life events such as weddings, graduations, taking children to college, etc., or, if identified on a building test schedule, the days a teacher is required to administer the annual required state wide assessment.

Section 6 - SICK LEAVE

Teachers may use sick leave for their own personal health and to attend members of the immediate family who are seriously ill, require hospitalization, outside consultation or when day care for a dependent is unexpectedly unavailable.

Sick leave may be used for medical, dental, and other health services referred by a qualified physician. Routine appointments should be scheduled outside duty hours. Furthermore, sick leave may be used in the event of a death in the immediate family.

A teacher absent from school on sick leave for more than three (3) days may be required to submit to the Superintendent a doctor's certificate.

Section 7 – BEREAVEMENT LEAVE

Bereavement leave of two (2) days shall be granted upon a death in a teacher's immediate family or of a household member. An additional three (3) days may be granted after exhausting sick leave and personal leave. Application for the additional three (3) days is made to the superintendent. The superintendent's decision upon whether to grant, or not, the additional leave is final and not subject to grievance rights.

Section 8 - FAMILY LEAVE

If a member of the Sick Leave Bank, the teacher will qualify for paid family leave.

Family leave is available for the following conditions during the contract year:

1. a teacher becoming a parent, natural or adoptive
2. a teacher caring for a child, parent, or spouse with a serious health condition may use family leave after having exhausted their sick leave and prior to application to the Sick Leave Bank
3. a teacher who has a serious health condition may use family leave after having exhausted their sick leave and allowable days of Sick Leave Bank

When a teacher meets the above conditions, they may receive up to fifteen (15) consecutive contract days of family leave within the teacher's contract for the current year.

FMLA begins on the first day of leave. Teaching couples will not use family leave simultaneously except for the first week, unless there are serious health conditions to mother and/or child. Another three (3) weeks may be used from sick leave. After exhausting family leave benefits, additional leave shall be granted, according to state statute AS 39.20.500-FMLA.

The Association will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted or action brought because of the family leave provisions herein. The Association and its membership acknowledge that the family leave provisions apply only to those specified and do not extend to any other employees and agree to govern the use of family leave through the Leave Governing Committee. (Section 29)

The governing committee's action(s) regarding family leave (the first three (3) weeks) is/are not subject to grievance rights; however, a teacher has the right to request a review meeting with the Leave Governing Committee within five (5) days from receipt of the denial.

Section 9 - SICK LEAVE BANK

1. Purpose

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

2. Eligibility

- a. Any teacher in the bargaining unit may become a member of the sick leave bank by contributing one (1) day of sick leave provided the teacher has sufficient accrued days from which to contribute to the bank. Those teachers, whether new to the District or previously employed, may join the District sick leave bank during the open enrollment period of August 15 to September 30 by contacting the District Business Office.
- b. 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.

3. Governing Committee

The sick leave bank will be governed by the Leave Governing Committee (Section 28).

4. Application Procedure

- a. Requests for use of bank days will be submitted on forms available from the business office. Requests are to be submitted through the Superintendent for the Leave Governing Committee.
- b. A letter from the attending physician must accompany all requests.

5. Regulations and Limitations

- a. Days invested or contributed by teachers are non-refundable.
- b. Members are eligible to withdraw not more than twice the number of days of sick leave they have accumulated before the first day of school in any school year, or twenty-four (24) days, whichever is greater, as provided in Alaska Statue Section 14.14.105.
- c. Each participating teacher will contribute one (1) day of sick leave for three (3) consecutive years.

- d. Whenever the number of sick leave days accumulated in the bank is less than sixty (60) days, each member will immediately contribute one (1) additional day to the bank. In the event a certified member has used up his/ her sick leave and has no days to contribute, a member may still be eligible for benefits provided the member contributes one (1) day upon accrual.
- e. A member will not be eligible for any sick leave bank benefits until his/her personal accrued sick leave is depleted.
- f. Persons approved by the Leave Governing Committee to withdraw sick leave days from the bank will not be required to replace those days except as a regular contributing member.
- g. The entire administration of the sick leave bank will be made by the Leave Governing Committee and their decisions will be final, including the latitude to make exceptions when, in their opinion, the best interests of the member will be served. The committee's action(s) regarding sick leave bank is/are not subject to grievance rights; however, a teacher has the right to request a review meeting with the Leave Governing Committee within five days from receipt of the denial.
- h. Approval and implementation of the sick leave bank agreement is contingent upon review by the Alaska Department of Education.

Section 10 - COURT LEAVE

1. Jury Duty: Any teacher required to be absent from duty pursuant to an order of any court of competent jurisdiction, as a juror, shall receive regular salary for such service. The teacher will receive regular salary and benefits during this leave, with any jury duty compensation being reimbursed to the Sitka School District. A teacher dismissed from jury duty shall return to school duty as soon as possible.
2. Witness Duty: Any teacher required to be absent from duty pursuant to an order of any court of competent jurisdiction, as a witness, shall receive regular salary for such service provided the teacher is not a party to an action against the Sitka School District. The teacher will receive regular salary and benefits during this leave, with any witness duty compensation being reimbursed to the Sitka School District. A teacher dismissed from witness duty shall return to school duty as soon as possible.

Section 11 - MILITARY LEAVE

Required military training leave shall be granted upon notification to the building principal and Superintendent. The teacher will continue to receive regular salary and benefits while on military leave. Military compensation will be reimbursed to the district.

Section 12 – ACTIVITY LEAVE

Activity Leave is defined as leave taken to support student participation in athletics and activities, held both in and out of town. Activity Leave is only available for school-sanctioned activities or athletics which are defined as those authorized by the principal.

Teachers who are coaches or advisors are eligible to take Activity Leave when traveling with students or when hosting events in town. A teacher who accompanies students on a trip as a district supported chaperone can also use Activity Leave if given superintendent approval, which is requested by the Activities Director or other school-based person responsible for activities coordination submitting a list of district supported chaperones to the superintendent for approval. Whenever possible, a list of district supported chaperones should be submitted to the superintendent as soon as it is ready. Exceptions for Activity Leave use are up to the sole discretion of the superintendent, and the decision is not grievable.

Section 13 - PERSONNEL FILE

The District shall maintain for official purposes one (1) personnel file for each teacher. Any material not included in the personnel file cannot be used for disciplinary action, grievance, or non-retention. All teachers' permanent central office files shall be maintained under the following conditions:

1. All materials placed in the permanent central office teacher's file and originating within the District, shall be available to the teacher for inspection on a conference basis by requesting an appointment with the Superintendent of Schools. One other person, at the teacher's request, may accompany the teacher at this inspection.
2. Material originating within the District and which relates to a teacher's conduct, service, character, competence, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. Anonymous material shall not be placed in the file.
3. The teacher shall have the right to photocopy, answer or comment upon material filed, and his/her answer or comments shall be attached to the file copy.
4. A teacher may remove disciplinary notices, unfavorable observations or evaluations from the file after four (4) years unless (within the intervening period) there has been a repetition of the original incident prompting the written notice, observation or evaluation.
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 initial employment shall not be subject to this Agreement and, therefore, shall not be available for inspection by the teacher.

Section 14- REDUCTION IN FORCE

Tenured Teachers. It is agreed that the Board has the right to lay off tenured teachers when it is necessary to reduce the number of tenured teachers due to reductions in school attendance or because basic need has decreased by 3% or more from the previous year. Tenured teacher layoffs will occur in accordance with Alaska law and will be accomplished insofar as possible through normal attrition.

Before official action is taken on the reduction of tenured staff, the Board shall discuss the contemplated reduction with the Association. The discussion will take place within ten (10) workdays of the first Board meeting at which the Board gives notice that a reduction of tenured staff is under consideration.

For a period of three (3) years after layoff, a tenured teacher is on layoff status and is entitled to a hiring preference in the District. Positions shall be offered to qualified tenured teachers on layoff status in inverse order of their layoff. Tenured teacher on layoff status will be notified by Certified Mail, Return Receipt Requested, of vacancies for which they are qualified. Such letters shall be sent to the last known address of the employee. Tenured teacher must notify the District in writing or by phone, within thirty (30) calendar days of their receipt of the vacancy notice of their acceptance or rejection of the position. If a tenured teacher is offered a full-time position and declines it, or fails to accept it, within thirty (30) days of the date of the notice mailed to the teacher, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference, unless the offer is declined because of contractual obligation to provide professional services to another private or public educational program.

No new teacher shall be hired for a three (3) year period unless all laid off regular certified tenured teachers who qualify for a vacancy have been recalled or have declined the opening.

Upon layoff, a tenured teacher will continue to receive coverage under the District's insurance plan on the same basis as if the teacher were currently employed with the District for three (3) months at the District's expense. After three (3) months, the teacher may continue to receive coverage at his/her own expense for the time period allowed by COBRA regulations. Tenure rights are not lost during layoff status

The intent of the rehire is to replace teachers to their greatest former status within the District. A full-time tenured teacher who accepts a part-time position with the District will remain on the full-time seniority list until the teacher is offered a full-time position.

Non-tenured Teachers. A non-tenured teacher who is laid off is entitled to a hiring preference for the school year immediately following the school year in which the teacher receives notice of the layoff. The hiring preference applies only to vacant positions for which the teacher is qualified (meaning that the employee is certified and qualified as are tenured teachers), plus has met or exceeded the District's evaluation performance

standards in all areas of evaluation. If a non-tenured teacher is offered a teaching position and declines the offer, or fails to accept it, within thirty (30) days of the date of notice of the position is mailed to the teacher, the teacher is no longer entitled to a hiring preference in the District.

Non-tenured teachers on layoff status must notify the District of current address and phone number to be considered for reemployment. Non-tenured teachers are also eligible for insurance by COBRA regulations totally at their own expense.

Section 15 - PREPARATION PERIODS

Secondary teachers shall weekly have the equivalence of one (1) instructional period per regular teacher workday as preparation time, which shall be used for classroom preparation. Elementary teachers shall have 60 minutes of preparation time per day, 150 minutes per week of which shall be during the student contact day. No more than one day per week will be without a preparation period during the student contact day. To be counted as preparation time, it must be at least 25 continuous minutes.

Teachers shall, during preparation time, remain in their building unless the building principal, or designee, gives them approval to leave the premises.

Preparation period will be devoted to preparation for the instructional program except in case of exceptional circumstances. The parties agree that each building will set the instructional period to fit within each buildings schedule. The parties agree that preparation time is vital, and interruptions shall be held to a minimum. If a teacher's preparation time is interrupted, additional time will be provided through a procedure established by each building.

Section 16 - TEACHER WORK WEEK

The teacher workweek will be thirty-seven and a half (37 ½) hours, including a daily half (½) hour duty free lunch period. Teachers will be scheduled before and after students arrive by the building principals.

It is recognized that individual buildings may adopt various schedules to meet the needs of students, but those schedules must be within the thirty-seven and a half (37 ½) hour workweek and/or days in session (see Section 25).

The building principal may permit occasional exception to work week hours in special circumstances, i.e., evening programs.

On the day preceding a school holiday, the teacher's day shall end at the same time as the students' school day. Certified staff shall assist in vacating students from the building.

Faculty meetings must occur during the teacher work day.

Release time will be provided for district scheduled parent/teacher conferences, which occur outside of the thirty-seven and a half (37 ½) hour work week.

Teachers shall attend the annually scheduled Open House for their building.

It is recognized that the teacher's work week includes responsibility to participate in required professional duties defined as IEP meetings, staffings, and in special or unusual circumstances which may extend beyond or occur outside the thirty-seven and a half (37 ½) hour work week. The special or unusual circumstances are to be determined by the superintendent or designee. Starting with the sixth and for each subsequent required professional duty that extends or occurs beyond the 37 ½ hour work week the teacher shall be provided compensatory release time to be taken at a time mutually agreed upon by the teacher and their principal. The District will provide a form to keep a record of attendance at required professional duties for the purpose of compensating attendees. (See Appendix for form) It is the sole responsibility of the teacher to document time involved in professional duties that extend or occur beyond the 37 ½ hour work week and to make any requests for compensatory release time to his/her supervisor. Documentation must include colleague or supervisor initials to certify time spent.

It is also recognized the number of hours master teachers need in order to perform at a high level; therefore, every attempt will be made to hold outside activities to a minimum.

Section 17 - STUDENT DISCIPLINE and TEACHER SAFETY

The primary responsibility for discipline rests with the teacher; however, the District will support and uphold teachers in their efforts to maintain reasonable student behavior. The principal will work closely and in a timely manner with teachers to resolve problems with students who continually disrupt classes or present threats to the physical safety of others.

Upon the occasion that a student presents a threat to themselves or others, or repeatedly disrupts the education of others, or especially if the student strikes the teacher, the teacher will report the situation to his/her building administrator. The building administrator will then be tasked with ascertaining what assistance the teacher and student need. A plan between the teacher and the administrator will be collaboratively developed and implemented to ensure that the teacher and student are supported. The building administrator will work with the district to identify resources that would be needed to support the plan implementation. The district will fully utilize resources to meet the identified needs.

In managing students, teachers will show concern and respect for the student as an individual.

The parties agree that no student's status shall be affected by disputes arising out of this provision.

Each building will establish and sustain a collaborative process between the principal/s and staff for student discipline. For additional information, please see *BP 5131*.

Section 18 - TEACHER RETENTION

Teachers shall be evaluated in accordance with the District evaluation procedure or policy in effect.

A committee consisting of two (2) Association members appointed by the SEA president, one (1) teacher appointed by the Superintendent, one (1) School Board member, when available, and two (2) Superintendent designees will be established and will determine any changes that may be necessary. This committee shall be additionally responsible for guiding the on-going process of changing teacher evaluations. Following an inclusive process, this committee will produce a list of necessary changes. Their findings will be binding on all parties.

The teacher under evaluation must be informed of the right to review each written evaluation prior to its deposit in the personnel file and of the right to comment in writing on any matter contained in it. The teacher must sign the evaluation, and the signature is only an indication that the teacher has seen the evaluation.

All observation and evaluation documents are confidential.

The District agrees to adhere to current Alaska State Statutes for retention, or non-retention, of tenured teachers.

In addition, non-tenured teachers will receive notice of renewal or non-renewal of contracts ten (10) days prior to the last day of the school year.

Tenured teachers are insured all rights granted by Alaska statutes.

The parties agree that matters related to the non-retention of non-tenured teachers, including the above procedures, shall not be subject to the grievance procedure contained herein. Rights of non-tenured teachers shall instead be solely those afforded in Alaska statutes.

Section 19 – REIMBURSEMENT

- a. Reimbursement. The District shall reimburse teachers for costs, not covered by insurance, of replacing or repairing their dentures, eye glasses, hearing aids, or similar appurtenances which are damaged or destroyed as a result of circumstances involving the discharge of their duties, including but not limited to, physical assault by students; necessary physical force used by the teacher to protect self, another teacher, student, or parent from possible injury; and in an extraordinary case of breach of discipline to restrain a disruptive pupil. To be eligible for reimbursement, a teacher must notify the supervisor within 48 hours of occurrence. Damage as a result of a teacher's negligence or carelessness as may be determined by the Principal will not be covered by this provision.
- b. The District shall reimburse teachers for supplies purchased by them to be used in their teaching up to an amount of money identified by each school Principal by May 1st of the preceding year. The reimbursement is to occur through the individual school's established purchasing process. The funds will be available throughout the subsequent school year and will not carry over.
- c. Auto Allowance. Teachers required to use their own automobiles between buildings for authorized school business shall receive the Federal IRS Standard mileage rate. Teachers will obtain a logbook from the District office to log a typical seventeen (17) consecutive day period of mileage within the school year. The total miles of this base period will be multiplied by ten (10) for a total reimbursement. Teachers may request current reimbursement with the second December paycheck and/or end of the year paycheck

Section 20 - FAIR SHARE

Language that is marked as stricken is in abeyance due to the SCOTUS Janus ruling.

~~The Board shall deduct Sitka Education Association unified dues from all Association members or a fair share fee from all members of the bargaining unit who are not members of the Association, except as provided below.~~

- ~~1. SEA will annually advise the DISTRICT of the amount of the Unified Association dues, which shall also be known as the "fair share fee." SEA shall provide all non-SEA members with an explanation of the basis for the fee and an audited breakdown of the chargeable versus non-chargeable expenses represented by the fee as soon as possible following the commencement of the school year. Non-SEA members who object to payment of those portions of the fee that are not chargeable to collective bargaining expenses shall not be required to pay those amounts but shall be required to pay the portion of the fee identified as chargeable. The amount of the fee identified as chargeable shall be calculated at 100% of the amount of the previous year's audited figure for chargeable expenses until SEA distributes the audited breakdown of chargeable and non-chargeable expenses for the current year. Appropriate adjustments shall be made to the amount deducted from an objecting employee's paycheck following distribution of the audited breakdown so that the total amount deducted during the year will correspond to the audited figure for chargeable expenses, pending any further adjustment made in response to a challenge to the calculation of the fee or the breakdown of chargeable versus non-chargeable expenses. As provided below, if an employee disputes the calculation of the fee or the breakdown of chargeable versus non-chargeable expenses, SEA shall place the disputed portion of any fee it has collected in escrow pending resolution of the dispute.~~
- ~~2. Employees who object to payment of the fair share fee may submit a written notice to SEA on an annual basis requesting SEA to deposit the amount that the objecting employee pays to SEA to the SEA education scholarship fund. SEA shall honor all such requests received no later than September 30 of the current school year.~~
- ~~3. Employees shall pay their SEA dues or fair share fee through an automatic payroll deduction pursuant to a properly executed payroll deduction authorization form. For employees who so authorize, the DISTRICT shall deduct the dues or fair share fee as directed by the employee, provided: that the total amount deducted shall equal the full amount of the Unified Association dues or the fair share fee (less non-chargeable expenses if an employee objects paying to those amounts). Deductions shall commence within 30 days of the employee's authorization, and end no later than the second pay period of April of each fiscal year. Except for any adjustments made following the distribution of the audited breakdown of chargeable versus~~

~~non-chargeable expenses or unless otherwise agreed to by SEA and the employee, such deductions will be in equal monthly amounts and shall be transmitted to SEA within five working days following the deduction.~~

- ~~4. Along with each month's transmittal the DISTRICT will furnish SEA with an alphabetized list showing the names of all employees from whose pay the Unified Association dues or fair share fee have been deducted and the amount deducted for these employees.~~
- ~~5. Employees who object to payment of the fee on religious grounds may file a claim for exemption with SEA or with the Alaska Labor Relations Agency as provided in that agency's regulations. If the employee's exemption is granted, the employee shall pay to SEA an amount equivalent to the dues uniformly required of members of SEA, who shall pay an equivalent amount to a charity or scholarship fund in accordance with the procedures established by the Alaska Labor Relations Agency.~~
- ~~6. One option available to an objecting employee is to submit any dispute regarding the breakdown of chargeable versus non-chargeable expenses for prompt resolution by arbitration pursuant to the rules of the American Arbitration Association. SEA shall place any disputed portion of fees that it has collected in escrow pending resolution of the dispute.~~
- ~~7. An employee may not be terminated for refusing to pay all, or part, of a fair share fee but SEA shall have the right to bring a collection action against an employee who wrongfully refuses to pay.~~
8. If any portion of this section, or a similar provision in place for another bargaining unit in the State of Alaska, is invalidated or called into question by a decision of the Alaska Supreme Court, a federal court for the District of Alaska, the federal Circuit Court of Appeals for the Ninth Circuit or the United States Supreme Court, then that portion of this section shall not be enforceable. The parties shall meet as promptly as is reasonably feasible to negotiate a replacement for an invalidated or questioned provision.

The Association agrees to defend, indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any actions taken by the District under the provisions of this Section.

The Board agrees to promptly notify the Association in writing of any demand, suit, or other form of liability in regard to its implementation of this Fair Share agreement

Section 21 – REPRIMANDS

If a meeting or discussion is held to address formal written reprimands, such meetings or discussions will be conducted in private. The teacher or supervisor has the right to be accompanied by a representative of his/her choice who is an employee of the District, a National Education Association employee, or an attorney retained and paid for by the employee. Said representative may become an active participant during the meeting or discussion.

Section 22 - SHARED AND PART-TIME TEACHING POSITIONS

The Superintendent will evaluate and act upon applications to equally share full-time teaching positions. Requests must be turned into the Superintendent's Office by no later than April 1 preceding the opening of school.

For any teacher employed part-time, the District will pay the pro rata of the regular fringe benefits, including health insurance. Each teacher's salary will be the pro rata amount of that teacher's regular salary on the salary schedule.

Section 23 - WORKER'S COMPENSATION

Worker's Compensation will be paid, subject to the following conditions and procedures:

The teacher must be unable to perform assigned duties as a result of the injury arising out of and in the course of employment with the district.

The teacher must qualify for Worker's Compensation benefits.

1. Upon notification to either party that Worker's Compensation benefits are payable, the teacher's absence will be charged to accumulated sick leave. After sick leave has been exhausted, personal leave may be used. The first three days of time lost due to an occupational disability (injury) which is covered by Worker's Compensation is only compensable if total leave exceeds 28 paid days.
2. Beyond the first three days (including first three days if leave exceeds 28 days) one-third sick leave day will be deducted for each day of leave taken and the following process will be instituted:
 - a. Wages reflect reduction of 65% of gross wages; one-third sick leave day deducted/per day compensated payroll withholdings are based on the portion of the salary that the District continues to pay; and Worker's Compensation check stub or copy of check will be submitted by the teacher to District Office.
3. The teacher shall cooperate with the District in the preparation and submission of any necessary or required forms, including disability retirement application. Upon retirement, District obligations cease.
4. The teacher shall be willing to be examined by a panel of doctors selected by the District and to abide by the findings thereof in regard to the disability.
5. At no time will the teacher be entitled to receive more than the annual contracted salary during the school year.

Note: Worker's Compensation checks have been known to be very late. The Sitka School District will not be held liable for Worker's Compensation payments.

Section 24 - REASSIGNMENT AND TRANSFER

1. Intra-Building: Reassignments of teaching positions within a single building are at the sole discretion of the building principal, so long as the teacher to be reassigned is properly certificated for the reassignment.
2. Teacher-Initiated Transfers: Annually the District office shall inform all certificated teachers that a Letter of Interest will be accepted for in-District transfers for the succeeding school year. Teachers who desire a transfer to a different building will apply to the Superintendent by submitting a written request within three weeks of the notification.
 - a. Principals will review all transfer applicants for approved vacancies in their building and may at their discretion grant a transfer to a qualified transfer applicant.
3. If the position is not filled by transfer as indicated in 2.a. above, the normal hiring procedures will be followed. Transfer applicants qualified for the vacancy will be offered the opportunity to interview as a candidate for the position.
4. District-Directed Transfers: District-Directed Transfers will not take place without first providing written reasons to the teacher and, upon request, the in-coming SEA president.

The district shall provide at least two (2) days compensation at the affected teachers' per diem rate for any district-directed transfers.

Section 25 - DAYS IN SESSION

For the duration of this contract, the total number of workdays in a school year shall not exceed one hundred eighty-nine (189) days. This will include one hundred eighty-three (183) days in session of which three (3) are non-student workdays, plus six (6) paid holidays.

Any day that is recognized as a "day in session" for which the District receives State funding, shall be counted as a workday for the teachers and the teachers shall be paid for that day as one of their one hundred eighty-nine (189) workdays.

It is agreed that administration can utilize only one (1) hour of any day designated as a non-student workday.

At least one (1) hour of any in-service day shall be available to teachers for classroom preparation. When the Superintendent deems it prudent to employ the services of an outside expert for a district-wide in-service, he/she may utilize the entire in-service day. Upon this occurrence, in compensation, the teachers shall receive at least one (1) hour of classroom preparation time to be taken at a date and time mutually agreed upon by each building.

In the event any state or federal legislation passes increasing the required number of days in session, negotiations will be opened upon the request of SEA.

Section 26 – PROFESSIONAL LEARNING

District-wide Professional Learning initiatives shall be established through a collaborative process. A committee will be established with one (1) teacher representative from each building, appointed by the SEA president, and three (3) administrative representatives for the following four purposes:

1. To guide the implementation of district in-service topics and themes. There is no expectation that teachers on this committee will deliver in-service content.
2. To disburse the monies made available for individual teacher Professional Learning. This process will be reviewed collaboratively on an annual basis by the SEA president and the superintendent.
3. To generate a survey tool to be used to evaluate district in-services following delivery, to use the tool after each in-service, and analyze the input gathered to advise the district on ways to improve future in-services.
4. Communicate with teachers at their school about the various professional learning opportunities as relevant.

Teachers appointed to this committee will be compensated at 1% of BA 0 on the current year's teacher salary schedule. This compensation is non-precedence setting and will be paid from the funds allocated for the Professional Learning committee's in-district portion.

The committee will have at least \$40,000 to further individual teacher, group and/or District Professional Learning. A minimum of 35% of the monies allocated will be spent on individual or group Professional Learning within the District.

School administration will annually gather input from teachers regarding content and structure of District wide in-service days. Content for the District Initiative In-service Days (DIID), which are designed to meet federal and state mandates without interrupting district-wide in-service plans, may have a different collaborative process.

Collaboration – Research has demonstrated that teacher collaboration is highly effective and desirable. To facilitate teachers' learning from peers, the district will provide weekly regularly scheduled early-release days with 50% of them allocated for teacher-directed grade-level or departmental collaboration. Each building staff and principal will develop a process to inform all teachers and principals of the collaboration topics under consideration within the buildings and to subsequently disseminate any knowledge gained from the collaboration process.

Additionally, teachers shall receive one (1) 30 minute period per week, determined by each building, to be set aside for the evaluation, accumulation, and input of and along with training on student data.

Section 27 – ADMINISTRATOR FEEDBACK

All teachers will have at least one opportunity per year to provide written confidential feedback on their building administrators. Only the Superintendent's Administrative Assistant who manages the survey will be able to see the names of those who reply to the survey. The names of teachers who reply to the survey will remain confidential. No teachers' names will be seen by the administrator being evaluated or by the administrator's supervisor.

Section 28 – LEAVE GOVERNING COMMITTEE

Family Leave and the Sick Leave Bank will be governed by the Leave Governing Committee composed of the Superintendent of Schools and five (5) teachers appointed by the President of the Association, and three (3) are needed to reach a quorum and hold a meeting.

Meetings will be held at such times and places as necessary to adequately conduct and administer Family Leave and the Sick Leave Bank.

Section 29 – CIVIC LEAVE

Teachers who assume community civic responsibilities are generally expected to utilize off-duty time. However, in the event that some activity will be required during duty time, the employee may apply to the Superintendent for release time. The application will be considered on a case by case basis.

ARTICLE IV - SALARY AGREEMENT

Section 1 - SALARY AGREEMENT

1.1 General Conditions

The salary agreement is for three years which will be the 2019-2020, 2020-2021, and 2021-2022 school years.

For each of the identified years, the salary schedule shall be increased by FY20 0%, FY21 1.25%, and FY22 2% per cell. In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$500 per year of experience for years 16-20. Teachers with twenty-one (21) or more years' experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty dollars (\$1,250). Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time teaching experience (Alaskan or Outside) will be granted on the Sitka School District Salary Schedule. A teacher, new to the District, with eight (8) or more years of experience will start at Step 8. All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1st shall receive a salary supplement of \$1,000 each year. Teachers who hold Ph.D.'s or Ed.D.'s by July 1st shall receive a salary supplement of \$2,000 each year. Teachers who hold both a National Board Certificate and a Ph.D. or Ed.D. by July 1st shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The superintendent may approve more than four (4) teachers to receive this benefit.

Tier III Incentive:

Teachers who fall within the Tier III retirement program from the State of Alaska will receive a \$250 one-time incentive after evidence of a retirement savings plan is provided

by the 3rd party administrator to the Business Office. The evidence must occur within the contract year hired or, for existing Tier III employees, during the 2019-20 contract year. All Tier III teachers will be invited to a one-time educational session with the Business Manager to review the process of getting a retirement savings plan. The District is not responsible for providing on-going education or advice regarding retirement savings plan options, and/or securing a retirement savings plan.

The SEA President and Superintendent will review data regarding the number of Tier III teachers who have a retirement savings plan in the final year of the contract to see if this incentive helped – currently there are eight (8) Tier III employees who have retirement savings plans. This Section will sunset at the end of three (3) years unless a decision is made to continue in the subsequent contract.

1.2 Early Notification Provision

For any teacher who is eligible to retire and who by February 15 provides a written notice of intent to retire at the end of the school year, the school district shall provide an extra-duty contract in the amount of two thousand five hundred dollars (\$2,500) for a mutually acceptable curriculum or other educational project, as approved by the Superintendent. Teachers whose notices of retirement are received after February 15 shall not be eligible for such extra-duty agreements.

Section 2 – REQUIREMENTS

A. Initial Placement on the Salary Schedule

1. Superintendent or designee(s) shall determine initial placement.
2. All credits or degrees earned, subsequent to a Bachelor's degree, from an accredited college or university shall be used to determine initial placement on the salary schedule. This provision is effective only for teachers hired on or after July 1, 2010.
3. Initial placement shall be reviewed by the teacher and designated representatives of both SEA and the District within four (4) weeks of the first day of scheduled work. This review shall determine the accuracy of initial placement and its decision shall be considered final and non-grievable. A "New Teacher Initial Salary Schedule Placement" form (See *Appendix A*), provided by the District, will be completed and signed by the Teacher and District following the review.

B. Salary Schedule Column Requirements

Requirements for qualifying for salary schedule ranges higher than the Bachelor's Degree range:

Column 1. Bachelor's Degree

Official transcripts must be submitted showing a Bachelor's Degree conferred.

Column 2. Bachelor's Degree + 16

Same as 1. above except that eight (8) of the sixteen (16) semester hours of credit earned subsequent to the granting of the Bachelor's Degree shall be graduate credits.

Column 3. Bachelor's Degree + 32

Same as 1. above except that at least sixteen (16) of the thirty-two (32) semester hours must be graduate credits.

Column 4. Bachelor's Degree + 48 or Master's Degree

Same as 1. above except that at least twenty-four (24) of the forty-eight (48) semester hours must be graduate credits or official transcripts must be submitted showing a Master's Degree conferred.

Column 5. Bachelor's Degree + 64 or Master's Degree + 16

Same as 4. above except that at least 32 of the 64 semester hours must be graduate credits. For Master's + 16: Same as 4 above except that at least eight (8) of the sixteen (16) semester hours must be graduate credits earned subsequent to the granting of the Master's Degree.

Column 6. Bachelor's Degree + 80 or Master's Degree + 32

Same as 5. above except that at least 40 of the 80 semester hours must be graduate credits. For Master's + 32: Same as 5 above except that at least sixteen (16) of the thirty-two (32) semester hours must be graduate credits earned subsequent to the granting of the Master's Degree.

C. Advancement on the Salary Schedule for Educational Attainment

1. Superintendent or designee(s) shall determine eligibility for advancement for educational attainment.
2. A salary schedule advancement reviewing committee composed of two District representatives and two SEA representatives (appointed by the SEA President) will be established to assist in determining eligibility for advancement on the salary schedule for educational attainment.
 - a. This committee will meet during October, January, and May. Meetings will take place prior to the 15th calendar day of each month.
3. Application for salary schedule advancement shall be made upon forms provided by the District (See *Appendix C*)
4. Allowable credits that may be used for salary schedule advancement:
 - a. All graduate-level coursework from an accredited college or university.
 - b. All 300 level or above courses in English, Math, Science or Social Studies
 - c. Applicable education courses.
 - d. Course(s) applicable to the teacher's current teaching assignment.
 - e. Courses in the teacher's major or minor field.
 - f. Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education for renewal of a teaching certificate.
5. The Superintendent of Schools may approve exemptions to the requirements if the circumstances are deemed to be unique.

6. Requests for salary step advancement for educational attainment will use the following process:
 - a. Applications for consideration of credit approval shall be submitted, prior to taking a course, on a District provided "Credit Approval Application" to the review committee (Section 2 C. 2.) by October 1, January 1 or May 1.
 - b. Approved credit applications will be maintained in the employee file.
 - c. When an employee has earned enough pre-approved credits to qualify for salary schedule advancement they shall apply to the Business Office, on a District provided "Salary Step Application" (See Appendix B) no later than September 1st for a salary increase. Credits approved at the October, January and May meetings are for advancement in the subsequent year.
 - 1) Exception: Coursework taken without prior approval shall be submitted to the salary step advancement review committee and a salary step application submitted to the District business office by September 1st. Such coursework will be reviewed at the October committee meeting and if approved will qualify for use in the current year. Credits taken without prior approval are at the teacher's risk.
 - d. Teachers seeking a change in salary range on the basis of additional credits earned subsequent to the issuance of the contract must have the coursework pre-approved by the committee and submit evidence of course completion to the District business office no later than September 15, for payroll adjustment on the September 30 paycheck.
 - 1) Valid forms of evidence will include: An informal print out from the respective accredited program, a signed letter from the course instructor, course registration form with proof of payment.
 - e. Formal transcripts must be filed with the Superintendent's Office no later than December 1 in order that contract addendum may be prepared. .If formal transcripts have not been received by December 1, the affected employee's paychecks will be reduced appropriately.
 - f. All coursework must be completed by September 15th for use on the salary schedule in that year.
7. Following December 1, no change may be made in salary placement except in cases of error. In correcting any such cases, the training and experience records will speak for themselves. In other words, if the records show an original error, which will result in downward revision of the contract salary, the necessary amount will have to be deducted from the remaining salary payments or vice-versa.

8. It is the obligation of the teachers to provide up-to-date official transcripts and verification of experience to the Superintendent of Schools.
9. In the event official transcripts cannot be obtained by the December 1 deadline, the teacher may seek relief from the Superintendent or designee. Relief may be sought only for credits earned during the previous 180 days. Transcripts for all other credits are still due by December 1. If the official transcripts are not filed by December 15, the salary placement shall be treated as an error.
10. This portion of the Negotiated Agreement does not affect the portion of school policy providing for a teacher reviewing committee.

Section 3 - HIRING OF RETIRED TEACHERS

A teacher who retired under the Alaska TRS system, will be placed on the column for which they qualify, but no higher than step (10) in any column.

1. 2002-2003 Sitka School District Retirement Incentive Program:
 - a. If a teacher, who participated in the 2002-2003 Sitka School District Retirement Incentive Program and remains on retirement, is rehired in an emergency situation, that teacher will be placed on the column for which they qualify, but no higher than step four (4) in any column. It is understood that this is an emergency hire and the contract will be for one year only as per state statutes.
 - b. A teacher who participated in the incentive but decides to give up retirement to return to work, will also be on the column for which they qualify, but no higher than step four (4) of any column.
2. Bona Fide Separation: Federal Treasury Regulations require employers and employees to be able to prove the returning retiree actually terminated employment by showing there was no pre-arrangement to return to work prior to the employee's retirement and by showing a required 6-month break in service before a member can return to employment with the same employer.
(AS 39.35.152; AS 14.25.043)
3. Rehire/Retire: Teachers who retired with a normal retirement benefit are permitted to return to participating positions in the Teachers' Retirement System (TRS) to work full or part-time and still receive their TRS benefit.

Section 4 - SALARY SCHEDULES

Salary Schedule 2019-2020

For the 2019-2020 school year, the salary schedule shall be defined as follows below. In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$500 per year of experience for years 16-20. Teachers with 21 or more years of experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty (\$1,250) dollars. Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time teaching experience (Alaskan or Outside) will be granted on the Sitka School District Salary Schedule. A teacher, new to the District, with eight (8) or more years of experience will start at Step 8. All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

Salary Schedule 2019-2020

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		8 Credits must be <u>Graduate</u> Level	16 Credits must be <u>Graduate</u> Level	24 Credits must be <u>Graduate</u> Level	32 Credits must be <u>Graduate</u> Level	40 Credits must be <u>Graduate</u> Level
Experience	BA	BA+16	BA+32	MA BA+48	MA+16 BA+64	MA+32 BA+80
15					77,125	79,225
14					76,075	78,175
13					75,075	77,175
12				71,800	74,075	76,175
11			68,375	70,475	72,750	74,850
10			67,050	69,150	71,250	73,350
9			65,725	67,825	69,925	72,025
8	60,200	62,300	64,400	66,500	68,600	70,700
7	58,875	60,975	63,075	65,175	67,275	69,375
6	57,550	59,650	61,750	63,850	65,950	68,050
5	56,225	58,325	60,425	62,525	64,625	66,725
4	54,900	57,000	59,100	61,200	63,300	65,400
3	53,575	55,675	57,775	59,875	61,975	64,075
2	52,250	54,350	56,450	58,550	60,650	62,750
1	50,925	53,025	55,125	57,225	59,325	61,425
0	49,600	51,700	53,800	55,900	58,000	60,100

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1st shall receive a salary supplement of \$1,000 each year. Teachers who hold Ph. D.'s, or Ed.D's, by July 1st shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D or Ed.D by July 1st shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The superintendent may approve more than four (4) teachers to receive this benefit.

Salary Schedule 2020-2021

For the 2020-2021 school year, the salary schedule shall be increased 1.25% per cell. In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$500 per year of experience for years 16-20. Teachers with 21 or more years of experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty (\$1,250) dollars. Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time teaching experience (Alaskan or Outside) will be granted on the Sitka School District Salary Schedule. A teacher, new to the District, with eight (8) or more years of experience will start at Step 8. All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

Salary Schedule 2020-2021

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		8 Credits	16 Credits	24 Credits	32 Credits	40 Credits
		<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>
Experience	BA	BA+16	BA+32	MA BA+48	MA+16 BA+64	MA+32 BA+80
15					78,089	80,215
14					77,026	79,152
13					76,013	78,140
12				72,698	75,001	77,127
11			69,230	71,356	73,659	75,786
10			67,888	70,014	72,141	74,267
9			66,547	68,673	70,799	72,925
8	60,953	63,079	65,205	67,331	69,458	71,584
7	59,611	61,737	63,863	65,990	68,116	70,242
6	58,269	60,396	62,522	64,648	66,774	68,901
5	56,928	59,054	61,180	63,307	65,433	67,559
4	55,586	57,713	59,839	61,965	64,091	66,218
3	54,245	56,371	58,497	60,623	62,750	64,876
2	52,903	55,029	57,156	59,282	61,408	63,534
1	51,562	53,688	55,814	57,940	60,067	62,193
0	50,220	52,346	54,473	56,599	58,725	60,851

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1st shall receive a salary supplement of \$1,000 per year. Teachers who hold Ph. D.'s, or Ed.D's, by July 1st shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D or Ed.D by July 1st shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The superintendent may approve more than four (4) teachers to receive this benefit.

Salary Schedule 2021-2022

For the 2021-2022 school year, the salary schedule shall be increased by 2% per cell. In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$500 per year of experience for years 16-20. Teachers with 21 or more years of experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty (\$1,250) dollars. Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time teaching experience (Alaskan or Outside) will be granted on the Sitka School District Salary Schedule. A teacher, new to the District, with eight (8) or more years of experience will start at Step 8. All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

Salary Schedule 2021-2022

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		8 Credits	16 Credits	24 Credits	32 Credits	40 Credits
		<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>	<u>must be Graduate Level</u>
Experience	BA	BA+16	BA+32	MA BA+48	MA+16 BA+64	MA+32 BA+80
15					79,651	81,820
14					78,566	80,735
13					77,534	79,702
12				74,151	76,501	78,670
11			70,614	72,783	75,133	77,301
10			69,246	71,415	73,583	75,752
9			67,877	70,046	72,215	74,384
8	62,172	64,340	66,509	68,678	70,847	73,015
7	60,803	62,972	65,141	67,309	69,478	71,647
6	59,435	61,604	63,772	65,941	68,110	70,279
5	58,066	60,235	62,404	64,573	66,741	68,910
4	56,698	58,867	61,036	63,204	65,373	67,542
3	55,330	57,498	59,667	61,836	64,005	66,173
2	53,961	56,130	58,299	60,468	62,636	64,805
1	52,593	54,762	56,930	59,099	61,268	63,437
0	51,224	53,393	55,562	57,731	59,900	62,068

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1st shall receive a salary supplement of \$1,000 per year. Teachers who hold Ph. D.'s, or Ed.D's, by July 1st shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D or Ed.D by July 1st shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The superintendent may approve more than four (4) teachers to receive this benefit.

ARTICLE V – INSURANCE

Section 1 - PROVISIONS

The District will provide health insurance for each full-time teacher. Placement for coverage will be according to the lowest applicable dependent family status. However, nothing shall be construed as prohibiting the movement of teachers to a higher or to a lower classification as family status changes. Teachers whose family status increases will be allowed to move to a higher cost classification without penalty, and teachers whose family status decreases must move to coverage commensurate with their family status.

Before the District makes any significant change in benefits, including the designation of a preferred provider, the proposed change will be submitted for review by a seven (7) member committee, comprised of two (2) Association members, two (2) SESPAs members, two (2) District administrators, and one (1) person mutually agreed upon by the six other members. The committee's review will occur in a timely manner. Its recommendation, if any, will be considered by the District when a decision is made regarding the proposed change. The committee may also periodically meet to make recommendations concerning health insurance issues.

The District shall pay 90% of the premium and the employee will pay 10% of the premium.

The District will not pay the insurance premium for a spouse or dependent if the spouse or dependent is employed by the District and is eligible to receive this benefit.

The Board herewith agrees to continue its program of term life insurance of \$50,000 per covered member, with an equivalent amount available in the event of accidental death or dismemberment. Other family members may be added at the teacher's expense.

When feasible, the Board will offer a Flex Spending Account to teachers.

Surplus of Self-Funded Health Insurance Premiums:

If the District elects to self-fund our health insurance, the District will calculate a final cost of the insurance plan for the previous fiscal year, which shall include all participants in the plan for that year. Using data from the previous year, the School Board will set a self-funded health insurance reserve amount of the fund balance.

To the extent, if any, there is a surplus of premiums paid in excess of costs that are above the reserve level set by the Board, then each employee participant will be refunded on or before December 31st, an amount of the surplus that is directly proportional to the amount that the employee participant paid in premiums during the previous fiscal year (as compared to the District's contribution premium).

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - PROCEDURE

1. Purpose

- a. The purpose of this grievance procedure is to provide speedy equitable settlements of problems in which certified personnel may find themselves involved. Any problem solving effort must include courtesy and cooperation from all persons involved to assure good morale. Consequently, all problems should be solved at the lowest possible administrative level.
- b. The Association and the District agree to adhere to current Alaska statutes in affording teachers their grievance rights.

2. Definition

- a. Level one grievances shall mean a complaint of a violation of Board policy, or rules and regulations of the District. Level one grievances shall not be subject to binding arbitration but may be presented to the Board if the grievance is not resolved at the first, second, or third step of this procedure. Decisions rendered by the Board shall be final on all level one grievances.
- b. Level two grievances shall mean a complaint by a teacher of an alleged violation, misinterpretation, or misapplication of any provision of this Agreement affecting that teacher. Level two grievances may be processed through all steps of this procedure including binding arbitration.

3. Statement of Basic Principles

- a. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of organization representatives.
- b. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- c. The failure of the aggrieved party to act on any grievance within the various time limits specified herein shall constitute a withdrawal of the grievance and the matter shall be considered finally and fully resolved on the basis of the decision given at the last step. Should the District fail to issue a grievance response when due hereunder at any step, the aggrieved may

proceed directly to the next step. Time limits specified shall run from the date of the District's response or the date said response was due, whichever is earlier. Nothing herein shall prohibit the parties from extending such time limits, however, by mutual agreement.

- d. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the Administration and/or the Association deem it necessary. When the presence of a teacher at a grievance hearing is requested, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- e. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- f. Any final disposition of grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
- g. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching times of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- h. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the staff.

4. Procedures (For "day", refer to Definitions page 3.)

a. First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.

b. Second Step:

If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with the teacher's principal. The written grievance shall state the nature of the grievance, shall note the specific

clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the written grievance at the second step must occur within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal shall meet with the teacher at a mutually agreeable time within ten (10) days following the filing of the grievance to discuss the grievance and shall communicate his or her decision in writing to the teacher and the Superintendent within five (5) days following the meeting.

c. Third Step:

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) days following the principal's written decision or answer at the Second Step, a written appeal of the principal's decision with the Superintendent. Within ten (10) days after such written appeal is filed, the aggrieved, a representative of the aggrieved as desired, the principal, and the Superintendent shall meet to resolve the grievance. The Superintendent shall communicate a response to the appeal in writing to the teacher, the principal, and the Association within ten days following the Third Step grievance meeting.

d. Fourth Step - Level One:

For level one grievances, if the grievance has not been satisfactorily resolved at the Third Step, the aggrieved teacher may file with the Superintendent, within six (6) days of receipt of the Superintendent's response at the Third Step, a written notice of appeal to the Board. The Superintendent shall see that the grievance is thereafter placed upon the agenda and shall notify the aggrieved teacher of the date and time the Board will consider the matter. Both the aggrieved teacher and the Administration may appear and present their respective positions to the Board. The Board shall provide its written determination of the grievance within ten (10) days following the board meeting.

5. Neutral Third Party

Fourth Step - Level Two:

For level two grievances, if the grievance has not been satisfactorily resolved at the third step, the grievant may request the Association to submit the grievance to final and binding arbitration in accordance with this provision. Should the Association determine to do so, it shall submit a written request for arbitration to the Superintendent within six (6) days following the receipt of the Superintendent's response at the third step. Within six (6) days following the Superintendent's receipt of the Association's request for arbitration, the Superintendent and Association representative shall meet in an effort to

select a mutually acceptable neutral arbitrator. In the event that the parties cannot agree, they shall jointly request from the American Arbitration Association or Federal Mediation and Conciliation Service a list of seven (7) qualified arbitrators. Upon receipt of said list, the parties shall meet and, by alternately striking names from the list, choose the arbitrator. The arbitration hearing shall thereafter take place in Sitka, Alaska, on a date and time selected by the arbitrator.

- a. Neither the Administration nor the Association may assert any grounds or evidence at the arbitration hearing that have not been disclosed to the other party at least six (6) days in advance of the hearing.
- b. The arbitrator is empowered, where appropriate, to make such award as shall make the grievant whole, but in no event may the award include punitive damages nor any amount or relief in excess of the claimed interest lost. The arbitrator shall have no power to amend, vary or depart from the terms of this Agreement or to render a decision requiring the grievant or the District to take action that would be in violation of state or federal law. The arbitrator's award shall be in writing, shall include specific findings and discussion of the rationale of the award, and shall be provided to the Association, the grievant, and the District within fifteen (15) days following the conclusion of the hearing.
- c. The Association and District shall each bear the full cost of its presentation in the arbitration. Fees of the arbitrator and the AAA or FMCS shall be borne equally by the Association and the District.

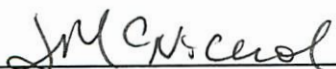
ARTICLE VII – DURATION

The duration of the total Agreement will be three years, encompassing the time period from July 1, 2019, through June 30, 2022.

SIGNATURE PAGE

The undersigned representatives of the District and the Association hereby agree to the provisions set forth in this Negotiated Agreement.

FOR THE BOARD



Jennifer McNichol
President
Sitka School Board

6/6/19

Date




Elias Erickson
Vice President
Sitka School Board

06/19/19

Date

FOR THE ASSOCIATION



Roxann Gagner
President
Sitka Education Association

5/24/19

Date



Mike Vieira
President Elect
Sitka Education Association

5/24/19

Date



Memorandum of Agreement between Sitka Education Association and Sitka School District regarding Asterisks Restricting Movement on the Salary Schedule

Due to a clerical error, the asterisks restricting access to some of the steps in the first two (2) columns of the salary schedule in the 2017-2019 contract were mistakenly omitted. The language restricting access, however, remained. In the 2019-2021 contract, the language, and therefore the asterisks, restricting access to the first two (2) columns is removed.

Roxann Gagner
Roxann Gagner
Sitka Education Association President

Mary Wegner
Mary Wegner
Superintendent

5/23/19
Date

5/23/19
Date

APPENDIX A



300 Kostrometinoff Street
Sitka, Alaska 99835
Phone: (907) 747-8622
Fax: (907) 966-1260
www.sitkaschools.org

New Teacher Initial Salary Schedule Placement

Employee Last Name _____ First Name _____ M.I. _____

Other name(s) that may appear on transcripts: _____

Hiring Information: Teaching Assignment Hired to Perform _____

School Assignment: _____ Hiring Administrator: _____

Hire Date: _____ Official Start Date: _____

Bachelor’s Degree: Major & Minor Field: _____

Name of Institution & Graduation Date: _____

Graduate Degree (If Applicable): Field of Study: _____

Number of Credits to Earn Graduate Degree: _____ Graduation Date: _____

Name of Institution: _____

Please see attached document titled, “Credit Allocation Charts” outlining all credits, both placement and residual, determined to be allowable during the initial evaluation process.

Total Non-Graduate Credits Per “Initial Salary Schedule Placement Credit Allocation Chart”: _____

Total Credits Per “Residual Qualifying Credit Allocation Chart”: _____

Years of Full Time Teaching Experience in a Non-Sitka Accredited Institution: _____
(Per the Sitka Education Association Negotiated Agreement (2019-2022, a newly hired teacher is allowed a maximum 8 years of experience.)

Years of Full Time Teaching Experience in the Sitka School District: _____
(Per the Sitka Education Association Negotiated Agreement (2019-2022), ALL teaching experience in SSD counts toward placement.)

_____ Check here if this is a specialist position that has received advanced placement authorized by the District Superintendent.

Note: The District and SEA have agreed to allow the Superintendent the ability to place Occupational Therapists, Physical Therapists, Speech Pathologists, and/or School Psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than MA+32 (Column 6) Step 10.

Salary Schedule Column Placement

(Check Appropriate Line)

*Note: Half of credits must be graduate credits for any step beyond BA

Salary Schedule Row Placement

(Select Number of Years of Experience)

First Year Base Salary: \$ _____

Select if employee has the following additional certifications:

Total First Year Salary (Base + Certifications): \$ _____

Reviewer Name: _____ Date: _____

Using all information provided to the District by the above named employee as of the signature dates below, I hereby certify that this is the highest and most appropriate placement on the Sitka Educational Association Salary Schedule for the fiscal year FY _____.

Superintendent Signature

Date

By signing this document, I hereby confirm that all credits earned prior to the date of hire listed on this document have been accounted for and certify the placement, also specified in this document, on the Sitka Educational Association Salary Schedule for FY _____. Any future questions in regard to credits and/or schedule placement will be referred to this document.

If any credits have been accounted for in this document of which official record of these transcripts are not currently on file with the Superintendent's office, I will take the appropriate steps to provide an official copy of these transcripts by December 1st of the current school year or be subject to an appropriate reduction in salary schedule placement.

Teacher Signature

Date

Any Questions or Concerns with the findings presented on this form should be directed to the Sitka School District Business Manager, 907-966-1254

Credit Allocation Charts

Initial Salary Schedule Placement Credits

List all graduate and other qualifying credits from earliest to most recent, omit any non-qualifying credits
(Qualifying is defined per Sitka Education Association Negotiated Agreement (2019-2022) Pages 53-54, Article IV, Section 2):

Name of Institution	Date(s) Attended	Semester (Quarter)/ Year	Course Name or Number	Verified by Official Transcript (Y/N)	Non-Graduate Credits*	Graduate Credits*
Total Credits Used for Initial Salary Schedule Placement						

*Use this table to convert Quarter hours into Semester Hours and other guidance:

1 Quarter Hour =	2/3 Semester Hour		4 Quarter Hours =	2 2/3 Semester Hours
2 Quarter Hours =	1 1/3 Semester Hours		5 Quarter Hours =	3 1/3 Semester Hours
3 Quarter Hours =	2 Semester Hours		6 Quarter Hours =	4 Semester Hours
No credit for failed or incomplete courses				

Residual Qualifying Credits After Initial Placement

These credits qualify toward future advancement on the salary schedule

List all graduate and other qualifying credits from earliest to most recent, omit any non-qualifying credits
(Qualifying is defined per Sitka Education Association Negotiated Agreement (2019-2022) Pages 53-54, Article IV, Section 2):

Name of Institution	Date(s) Attended	Semester (Quarter)/ Year	Course Name or Number	Verified by Official Transcript (Y/N)	Non- Graduate Credits*	Graduate Credits*
Total Residual Qualifying Credits						

*Use this table to convert Quarter hours into Semester Hours and other guidance:

1 Quarter Hour =	2/3 Semester Hour	4 Quarter Hours =	2 2/3 Semester Hours
2 Quarter Hours =	1 1/3 Semester Hours	5 Quarter Hours =	3 1/3 Semester Hours
3 Quarter Hours =	2 Semester Hours	6 Quarter Hours =	4 Semester Hours
No credit for failed or incomplete courses			

APPENDIX B



300 Kostrometinoff Street
Sitka, Alaska 99835
Phone: (907) 747-8622
Fax: (907) 966-1260
www.sitkaschools.org

Credit Approval Application
(Completed by Employee and turned into District Business Office)

Review Committee Session Applied To (check one) *: October January May

***Note:** Applications for consideration of credit approval must be submitted to the review committee prior to the 1st of the month listed above.

Teacher Last Name: _____ **First Name:** _____ **M.I.:** _____

Other name(s) that may be on transcripts: _____

Current Teaching Assignment(s): _____

Undergraduate Major Field: _____

Undergraduate Minor Field: _____

Criteria for Allowable Credits:

Per the Sitka Education Association Negotiated Agreement (2019-2022), Article IV. – Salary Agreement, Section 2 - Requirements, Part C, credits must meet the following standards to be considered allowable:

- All graduate-level coursework from an accredited college or university.
- All 300 level or above courses in English, Math, Science or Social Studies
- Applicable education courses that fall into the following criteria:
 - Courses applicable to the teacher’s current teaching assignment.
 - Courses in the teacher’s major or minor field.
 - Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education for renewal of a teaching certificate.
 - Courses labeled “professional development” may be used as graduate credit courses.

The Superintendent of Schools determines eligibility for advancement for educational attainment and may approve exemptions to the requirements if the circumstances are deemed to be unique.

All approved credit applications will be maintained in the employee file.

Be sure to complete, sign, date, and return the attached table with this cover sheet.



APPENDIX D

COMPENSATORY TIME LOG

Employee Name: _____

Work Location: _____

Supervisor: _____

Date	Reason	Time Worked	Balance	Signature	Date	Comp Time Used	Balance	Signature

Instructions:

It is recognized that the teacher’s work week includes responsibility to participate in required professional duties defined as IEP meetings, staffings, and in special or unusual circumstances which may extend beyond or occur outside the thirty-seven and a half (37 ½) hour work week. The special or unusual circumstances are to be determined by the superintendent or designee. Starting with the sixth and for each subsequent required professional duty that extends or occurs beyond the 37 ½ hour work week the teacher shall be provided compensatory release time to be taken at a time mutually agreed upon by the teacher and their principal. It is the sole responsibility of the teacher to document time involved in professional duties that extend or occur beyond the 37 ½ hour work week and to make any requests for compensatory release time to his/her supervisor. **Documentation must include colleague or supervisor initials to certify time spent.**