

**CERTIFICATED EMPLOYEES
NEGOTIATED AGREEMENT**

BETWEEN

**SKAGWAY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

SKAGWAY TEACHERS ORGANIZATION

2014-2015

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This agreement, made and entered into this _____, **2014**, by and between the Board of Education of the Skagway School District and the Skagway Teachers Organization, hereinafter referred to as STO supersedes all previous agreements between the Board and previously existing teachers organizations. This is a complete and final agreement between the Board and Association for the 2014-2015 school year.

SKAGWAY SCHOOL BOARD:

SKAGWAY TEACHER ORGANIZATION:

BY: _____
Board President

BY: _____
STO President

BY: _____
Board Clerk

BY: _____
STO Negotiator

BY: _____
Board Vice-President

BY: _____
STO Negotiator

ARTICLE I . . . AGREEMENT PROVISIONS

1.1 The term of this agreement shall commence on July 1, 2014 and terminate on June 30, 2015.

1.2 The parties recognize that the Board retains the right to establish in its sole discretion such rules pertaining to the operation of the District as it may deem to be in the best interests of the District, subject only to the limits imposed by specific provisions of this agreement.

1.3 Nothing in this contract shall be considered binding if in conflict with existing statutes or statutes passed during the term of this agreement. If an article or item in this Agreement is in conflict with existing statutes, or any passed into law during the term of this Agreement, that item or article is not binding. All other items and articles of this agreement remain valid.

1.4 The STO and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. Employees shall not participate in a work stoppage, or concerted refusal to perform work during the course of this agreement. The Board shall not engage in a lock-out of employees covered in this agreement.

1.5 It is recognized that teachers have the right to join or not to join, any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment in Skagway.

1.6 The district will not bargain with or recognize any "employee organization" other than the Skagway Teachers Organization (STO) as representing employees of the district in the bargaining unit defined in this section.

1.7 The term "Employee" shall mean any certificated employee when used hereinafter in this Agreement and shall refer to all employees represented by the association in the bargaining unit as defined.

1.8 Excluded from the bargaining unit shall be the superintendent, central office administrators, and classified staff.

ARTICLE II . . . GRIEVANCE PROCEDURE

2.1 Definition of Terms

Grievance: A grievance is any claim by the S.T.O. or a teacher employed by the District that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement and/or the teacher's personal contract.

Aggrieved: Any teacher making a claim using the above definition.

Association: Skagway Teacher Organization

Days: Refers to working days

Board: Skagway School Board

Party of Interest: Refers to a person or persons affected directly in a working condition.

2.2 Procedural Levels

Level 1 - A teacher with a grievance shall present the grievance in writing to his/her immediate supervisor within ten days of the alleged violation. The immediate supervisor shall make his/her response known to the aggrieved, in writing, within five days of receipt of the grievance.

Level 2 - If an aggrieved is not satisfied with his/her supervisor's response at Level 1, or if the supervisor fails to issue a response within the time period prescribed, then the aggrieved may present his grievance to the superintendent, by submitting it in writing to the superintendent within five days of receipt of the Level 1 response or the expiration of the time period for issuing that response, whichever is earlier. The superintendent shall make his/her response known to the aggrieved within five days of receipt of the grievance at Level 2. If the superintendent is the aggrieved's immediate supervisor, then the aggrieved may proceed directly to level 3.

Level 3 - If the aggrieved is not satisfied with the superintendent's response, or if the superintendent fails to issue a response within the time prescribed, the aggrieved may present his/her grievance to the board by notifying the board in writing of the aggrieved's desire to have a special executive session to resolve the grievance. The aggrieved's notification must be made within five days of aggrieved's receipt of the superintendent's response or the expiration of the time period for issuing that response, whichever is earlier.

Level 4 - In the event that the grievance is not resolved at Level 3, then the aggrieved may, upon obtaining written permission from S.T.O., present the grievance for binding arbitration by notifying the board in writing of the aggrieved's intent to proceed to arbitration. The aggrieved's notification must be made within five days of aggrieved's receipt of the board's response at Level 3. Within five days of receipt of the aggrieved's notice of intent to arbitrate, the association and the board will each choose one person to serve on an arbitration panel, and notify the other party of their choice. Those chosen cannot be certified staff members, board members, or administrative personnel of this district. This two person

panel shall meet within ten days to choose a third member. If agreement on the third member of the panel cannot be reached, a professional arbitrator, selected through the American Arbitration Association, will be brought in to complete the panel. Costs for the professional arbitrator will be shared equally by both parties. After hearing evidence from both sides, this panel shall render a decision by majority vote within ten days. This decision shall be binding on both parties.

2.3 No Reprisals

No reprisals shall be taken by the party or parties involved in the grievance procedures against the other party or parties.

ARTICLE III . . . SCHOOL YEAR AND DAY ASSIGNMENTS

3.1 The standard teacher's contract shall consist of one hundred eighty (180) days in session and the following holidays when they fall within the school calendar - Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas, New Years, Memorial Day. Any additional days of service at the request of the administration beyond the standard teacher's contract shall be compensated at a rate of the teacher's annual salary divided by the total teacher contract days for the year, times the number of days of additional service. However, the district may contract non-teaching agreements not covered by Article VIII at the rate mutually agreed upon between the teacher and the district.

3.2 The standard contract teaching day for a teacher shall be eight (8) hours including a thirty (30) minute duty free lunch period.

3.3 It is agreed that there shall be at least forty-five (45) minutes per day of planning time within each contract teaching day for each elementary teacher.

3.4 For each junior high and high school teacher it is agreed that there shall be forty-five (45) minutes of planning time within each contract teaching day (6 period schedule) or forty-five (45) minutes per day of planning time within each instructional day (7 period schedule) for each teacher.

3.5 Regular staff meetings are not to be scheduled or held during teacher prep time.

ARTICLE IV . . . PERSONNEL FILES

It is agreed that each certified employee shall be entitled to inspect any and all local additions to his/her own personnel file.

ARTICLE V . . . LEAVES

5.1 Sick Leave

Sick leave may be taken by teachers for personal injury or illness or for injury or illness of a teacher's immediate family member. Immediate family includes husband, wife, son, daughter, mother, father, brother, sister, grandparent, mother-in-law, and father-in-law. Sick leave is cumulative and shall be accrued at the rate of twelve (12) days per school year.

5.2 Sick Leave Bank

A sick leave bank shall be established to enable members, because of unusual circumstances, to draw additional sick leave after their earned sick and personal leave has been exhausted. Teachers may become members of the bank by contributing one day of earned sick leave annually within the first thirty calendar days of the beginning of the school year, or, for new employees, within the first thirty calendar days of commencing employment with the District, and thereafter within the first thirty calendar days of the beginning of the school year.

A member who has exhausted all earned sick leave and personal leave and who requires additional sick leave due to unusual circumstances resulting in the member's illness or disability may apply to the bank for additional sick leave. Members may receive up to twice the number of sick leave days the member had accumulated before the first day of the school year in which the member applies for the leave, or twenty-four days, whichever is greater. In the case of severe illness or extreme hardship, a member may be permitted to withdraw more leave at the discretion of the sick leave bank governing committee, with the consent of the Board.

A member withdrawing days from the bank is not required to replace the days withdrawn except as a contributing member. Membership in the bank shall be continuous after initial enrollment unless the member provides written notification to the District's business manager of the members' intent to withdraw within fifteen school days of the beginning of the school year in which the member wishes to withdraw. Withdrawing members may not withdraw previously contributed sick leave days.

In the event that the bank's deposits after the annual assessment do not exceed twenty-four days or the deposits are depleted to twenty-four days or less during the school year, each member shall be assessed up to two additional days of leave until a balance of at least twenty-four days is restored; provided, however, that no member shall be assessed more than two additional days in any given school year.

Once the bank's leave balance has reached or exceeded 40 days, assessments, other than initial assessments for new members, shall be discontinued until the balance falls below 40 days.

The sick leave bank shall be administered by a governing committee of 2 bank members elected by the bank membership annually and one administrator appointed by the Superintendent. The committee shall meet as frequently as is necessary to consider leave requests and to otherwise administer the bank. The committee shall promptly record and report all leave transactions to the District's business manager.

5.3 Personal Leave

There shall be five (5) days of personal leave for each teacher. Application and approval for these days will be made at least three work days prior to the desired effective date. In cases of urgency, these requirements will be waived. The total number of staff on personal leave will not exceed 20% of total teaching staff at any one time.

Personal leave may be accumulated to a maximum for six (6) days. No additional days, however, will be granted in any one school year in which six (6) days have been accumulated.

5.4 Organization Leave

The Organization shall be provided with three (3) days of organization leave. This leave shall be used by organization officers or representatives at the discretion of the Organization. The Organization agrees to notify the district a minimum of three (3) days prior to any use of this leave. Organization leave shall be at full pay.

5.5 Bereavement/Illness Leave

Bereavement/illness leave is granted at the request of the employee to cover the following situations:

a) Time required to attend the funeral of a member of the teacher's immediate family. Immediate family, for the purposes of this section only, includes husband, wife, son, daughter, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, and father-in-law.

b) Life-threatening illness of a member of the immediate family, (defined above).

c) Bereavement/illness leave shall be provided at full pay. Bereavement/illness leave is limited to three (3) days within Skagway, five (5) days outside of Skagway per school year for each teacher and is not cumulative. Additional days shall be approved by the superintendent as personal days or non-paid leave of absence days.

5.6 Maternal/Paternal Leave

Refer to the Family Leave Act.

5.7 Sabbatical Leave

See Sabbatical Leave Policy 4161.3 and Alaska State Statutes 14.20.280, 14.20.290, 14.20.300, 14.20.310.

ARTICLE VI . . . SALARY PAYMENTS

6.1 Teachers will receive their salary in either twelve (12) payments or twenty-four (24) payments. Those teachers choosing twelve or twenty-four payments will receive their summer month checks the last day of the school year.

ARTICLE VII . . . SPECIAL RE-IMBURSEMENT

7.1 Salary Advance

Any teacher shall be entitled to a salary advance on his/her summer checks in the amount of \$500.00. A salary advance must be requested prior to November 15th of each year.

7.2 Travel Per Diem

Teachers, subject to Superintendent approval, shall be paid per diem at a rate of \$40.00 (\$10 breakfast, \$12 lunch and \$18 dinner) while traveling as a district employee for student trips or as an attendee for professional development excluding Club and the High School Senior trips paid for by Student Funds (agency funds). Lodging will be provided contingent upon approval by the Superintendent for individual travel requests. If housing is arranged at the destination, per diem will be for meals only.

7.3 Inservice Preparation

A teacher who develops an Inservice shall be paid a \$100 stipend.

ARTICLE VIII . . . EXTRA CURRICULAR SALARIES

The Board shall determine which extracurricular activities shall be conducted in a given school year. Certificated and non-certificated staff involved in extra curricular activities shall be compensated in accordance with the following schedule.

Extracurricular Salaries	Hours	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cross Country	100	1,308	1,408	1,508	1,608	1,708	1,808	1,908	2,008
Volleyball	120	1,570	1,670	1,770	1,870	1,970	2,070	2,170	2,270
Boys Basketball Varsity	240	3,141	3,241	3,341	3,441	3,541	3,641	3,741	3,841
Girls Basketball Varsity	240	3,141	3,241	3,341	3,441	3,541	3,641	3,741	3,841
Wrestling	200	2,617	2,717	2,817	2,917	3,017	3,117	3,217	3,317
Track	120	1,570	1,670	1,770	1,870	1,970	2,070	2,170	2,270
Jr. High Basketball	67.5	883	983	1,083	1,183	1,283	1,383	1,483	1,583
Band/Choir/Stage Manager	115	1,502	1,602	1,702	1,802	1,902	2,002	2,102	2,202
Yearbook	80	1,050	1,150	1,250	1,350	1,450	1,550	1,650	1,750
Athletic Director	240+	3,141	3,241	3,341	3,441	3,541	3,641	3,741	3,841
DDF	200+	2,617	2,717	2,817	2,917	3,017	3,117	3,217	3,317
Robotics Coordinator	200+	2,617	2,717	2,817	2,917	3,017	3,117	3,217	3,317
Science Fair Coordinator	80	1,050	1,150	1,250	1,350	1,450	1,550	1,650	1,750
Student Government Advisor	80	1,050	1,150	1,250	1,350	1,450	1,550	1,650	1,750

ARTICLE IX . . . COMMUNICATIONS

9.1 It is agreed that a copy of all regular Board Minutes will be made available to the Organization president or posted in the staff lounge prior to the next regular board meeting.

9.2 A copy of the negotiated agreement and a copy of the School Board policy manual will be available in the superintendent's office. In addition, a copy will be provided to the Association.

ARTICLE X . . . INSURANCE

10.1 Health Benefits

The School Board agrees to provide under the terms of this agreement major medical, dental and vision insurance coverage for each employee and his or her dependents.(*). The plan chosen shall call for deductible amounts of \$1,500.00 per person/\$4,500.00 per family of which the Skagway School District will reimburse up to \$1,000.00 per person/\$3,000.00 per family. For details, see 2011 Renewal for Heritage Select which is attached or comparable insurance coverage with a different carrier.

It is further agreed by both parties that health insurance coverage shall cease on June 30th of the contract year, should a teacher elect to terminate his/her employment -- unless the employee chooses to exercise his/her COBRA privileges as directed or defined by federal law and regulation. Also, it is agreed that the District may change health insurance carriers at any time deemed necessary, provided the basic provisions of coverage are fully maintained and that due notification to S.T.O. is made.

(*)

a) Single employee with no children - will be provided coverage for employee only.

b) Married employee with children and either husband or wife (but not both) working for the district - will be provided coverage for employee, spouse and children.

c) Married employee with no children and either husband or wife (but not both) working for the district - will be provided coverage for employee and spouse only.

d) Employee with children (no spouse) - will receive coverage for employee and children only.

e) Married employee with no children with both husband and wife working for the district - will be provided "employee only" coverage for husband and wife.

f) Married employee with children with both husband and wife working for the district will be provided coverage as follows: husband (or wife) - employee and children only, other partner - employee only.

10.2 Travel Insurance

The district shall provide an accidental death policy with a face value of \$100,000 for all certificated employees while on approved travel from the district. This shall cover all commercial travel by plane, boat, or automobile.

ARTICLE XI . . . REDUCTION IN FORCE AND RECALL

11.1 Non-retention by means of a reduction in certificated staff will only occur if a reduction in certificated staff is determined necessary by the Board. Although the Board will meet with the Organization to discuss the issues and consider Organization proposals regarding a reduction in force, the final decision as to whether to effect a reduction in force remains with the Board.

11.2 Should a reduction in force be necessary, Sec. 14.20.177 and 14.20.140 Alaska Statutes will be followed.

11.3 In the event an employee is assigned outside of his or her certificated/highly qualified area as a result of layoff, the board may provide such employee necessary training, recertification, and orientation to the new assignment without cost to the employee. The annual evaluations of employees so affected may bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their certificated/highly qualified area.

ARTICLE XII . . . ASSOCIATION RIGHTS

12.1 Payroll

The district business office will make payroll deductions for NEA dues; credit union and savings plans; tax deferred or sheltered annuity programs.

Certificated employees shall have the option of direct bank deposit of their monthly paycheck. Direct bank deposit shall be forwarded to the designated parties not later than the payday of the same pay period that the checks were issued, and every effort will be made to forward payroll deductions as rapidly as possible.

12.2 Use of School Facilities and Equipment

The Organization shall have the right to use school facilities and equipment at reasonable times for bonafide Organization purposes when such equipment is not otherwise in use and the school is open.

The Organization shall have the right to use certificated employees mail boxes for distribution of materials and to post Organization communiques in the teachers lounge.

ARTICLE XIII . . . SALARY

14.1 Credits

- a) Credits must be earned after the BA degree is earned.
- b) Credits are semester hours or equivalent.
- c) All credits applied for movement on the salary scale must be in the applicant's teaching field or area for which they are currently certified. Upper division or graduate credits included in an approved program leading to an advanced degree or an endorsement in another field of education will be applied.
- d) Placement on the salary scale is at the discretion of the superintendent who may waive any or all of the above criteria, and grant approval for a course(s), if he/she feels it is in the best interest of the District.
- e) The district pays tuition for up to \$200 per credit hour for 6 recency credits every 5 years per teacher to qualify for Alaska certification requirements.

14.2 Salary Schedule

\$1,000 longevity bonus will be paid each year to teachers past Step 18. Certificated staff will be paid according to the attached 2014-2015 schedules.

ARTICLE XIV . . . EVALUATION

15.1 The Skagway Teachers Organization and Skagway School Board agree to follow the Skagway School Board staff evaluation policy 4115.

Teachers shall be evaluated in accordance with District evaluation policy and the procedures outlined in the District Staff Handbook. Procedures will be developed by a committee of teachers, administrators and parents.

The teacher 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 within ten (10) business days.

All observation and evaluation documents are confidential except in cases involving non-retention.

ARTICLE XV...NEGOTIATION

16.1 General Procedures

Negotiations procedures shall be conducted in accordance with Alaska Statutes and Alaska Public Employment Relations Act (PERA).

**2014-2015
SKAGWAY CITY SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE**

+1.5%

Step	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75
0	43,691	45,156	46,621	48,085	49,549	51,014
1	45,156	46,621	48,085	49,549	51,014	52,478
2	46,621	48,085	49,549	51,014	52,478	53,942
3	48,085	49,549	51,014	52,478	53,942	55,408
4	49,549	51,014	52,478	53,942	55,408	56,871
5	51,014	52,478	53,942	55,408	56,871	58,335
6	52,478	53,942	55,408	56,871	58,335	59,800
7		55,408	56,871	58,335	59,800	61,266
8		56,871	58,335	59,800	61,266	62,728
9			59,800	61,266	62,728	64,194
10			61,266	62,728	64,194	65,658
11				64,194	65,658	67,122
12				65,658	67,122	68,586
13					68,586	70,053
14					70,053	71,515
15						72,978
16						74,442
17						75,906
18						77,369