



P.O. Box 157 366 Garteeni Hwy. Hoonah, Alaska 99829 (907) 945-3611 Fax (907) 945-3492

**Hoonah City School District
&
Hoonah Education
Association**

Negotiated Agreement

FY '12 thru FY '14



**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

TABLE OF CONTENTS

ARTICLE I: THE AGREEMENT	4
Section I: DURATION OF AGREEMENT	4
Section II: RECOGNITION	4
Section III: FAIR SHARE	4
Section IV: NON-DISCRIMINATION	4
ARTICLE II: NEGOTIATIONS	4
Section I: SCOPE OF BARGAINING	4
Section II: OPENING NEGOTIATIONS	4
Section III: EXCHANGE OF INFORMATION	5
Section IV: THE AGREEMENT	5
Section V: DEFINITION OF “DAY”	5
ARTICLE III: CONDITIONS OF EMPLOYMENT	5
Section I: SICK LEAVE ACCRUAL	5
Section II: REDUCTION IN FORCE	5
Section III: REHIRE	5
Section IV: VACANCY	5
SECTION V: TERMINATION	6
SECTION VI: SABBATICAL LEAVE	6
SECTION VII: FAMILY LEAVE	6
A. PARENTAL LEAVE	6
B. FAMILY CARE	6
C. CONDITIONS	6
D. RETURN FROM FAMILY LEAVE	7
E. HEALTH COVERAGE	7
Section VIII: PERSONAL LEAVE	7
Section IX: SICK LEAVE BANK	7
Section X: ASSOCIATION LEAVE	7
Section XI: PER DIEM	7
Section XII: TEACHER PREPARATION DAYS	8
Section XIII: IN-SERVICE	8
Section XIV: TRAVEL INSURANCE	8
Section XV: LIFE INSURANCE	8
Section XVI: DENTAL, VISUAL, AUDIO AND MEDICAL INSURANCE	8
Section XVII: PROFESSIONAL ENRICHMENT FUND	9
Section XVIII: MEETING ESEA REQUIREMENTS	9
Section XIX: PERSONNEL FILE	9
Section XX: EVALUATION	9
Section XXI: PREPARATION TIME	10
Section XXII: MEETINGS	10
Section XXIII: SAFE WORKING CONDITIONS	10
Section XXIV: ASSIGNMENTS	10
ARTICLE IV: GREIVANCE	11
Section I: GRIEVANCE DEFINED	11
Section II: COMMITMENTS GOVERNING THE BOARD OR ITS DESIGNEES AND THE ASSOCIATION	11
A. THE BOARD OR DESIGNEES	11
B. THE ASSOCIATION	11
C. THE GRIEVANT	11
Section III: PROCEDURE	11
A. TIME LIMIT	11
B. TRANSCRIPTS	11
C. WITNESSES	12
D. FORMS	12
E. REPORTS	12

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

Section IV: GRIEVANCE PROCEDURE LEVELS	12
A. LEVEL 1	12
B. LEVEL 2	12
C. LEVEL 3	13
D. LEVEL 4	13
ARTICLE V: COMPENSATION	14
Section I: EXTRA DUTY PAY	14
Section II: SALARIES	14
Section III: ADDITIONAL PAY	15
Section IV: METHOD OF PAYMENT	15
FY 2012 Certified Teacher Salary Schedule	16
FY 2013 Certified Teacher Salary Schedule	17
FY 2014 Certified Teacher Salary Schedule	17
APPENDIX A.....	18
SAMPLE CERTIFICATED EMPLOYEE CONTRACT	18
SIGNATURE PAGE	21

ARTICLE I: THE AGREEMENT

Section I: DURATION OF AGREEMENT

This agreement shall become effective July 1, 2011, and shall continue in full force through June 30, 2014 or until a successor contract is negotiated. Negotiations can be reopened by mutual consent at any time during the contract period to address specific issues that will be agreed to prior to reopening negotiations.

Section II: RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for all certified teachers.

Section III: FAIR SHARE

It is recognized that the responsibilities of the exclusive representation of teachers under this Agreement entails expenses, which appropriately are shared by all teachers who are beneficiaries of this Agreement. Consequently, the District shall deduct one-eighth (1/8th) of the determined amount each month beginning with the second regular salary check for eight months ending June 1st each year. Deduction for dues for teachers after the commencement of the school year shall be appropriately prorated to complete payment by June 1st.

Employees who object to payment of the fee may file a claim for exemption with the Association 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 the Association an amount equivalent to 50% of the dues uniformly required of members of the Association, who shall pay an equivalent amount to the HEA Scholarship Fund in accordance with the procedures established by the Alaska Labor Relations Agency.

An employee may not be terminated for refusing to pay all, or part, of a service fee but the Association shall have the right to bring a collection action against an employee who wrongfully refuses to pay.

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 claim, demand, suit or other form of liability regarding implementation of the provisions of this Article and, if the Association so requests in writing, to surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability.

Section IV: NON-DISCRIMINATION

The Association and the district agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, marital status, physical disability or by reason of an individual's membership or non-membership status in the Association. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

ARTICLE II: NEGOTIATIONS

Section I: SCOPE OF BARGAINING

The scope of bargaining shall be limited to items determined negotiable by the Alaska Supreme Court or as established by law, or mutually agreed upon during the first two negotiation sessions.

Section II: OPENING NEGOTIATIONS

If negotiations are to take place, a request shall be made between November 15 and January 31 by either party. There shall be no new proposals after the second joint meeting for negotiations purposes. All meetings shall be held at times and in places acceptable to both parties. Unless mutually agreed to, all meetings shall be held outside the workday and shall not exceed three hours.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

Section III: EXCHANGE OF INFORMATION

Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

Section IV: THE AGREEMENT

Upon ratification of the contract by the two parties, the Board will provide the Association with a signed copy.

Section V: DEFINITION OF "DAY"

Unless otherwise specified in this agreement, the term "day" shall mean calendar day.

ARTICLE III: CONDITIONS OF EMPLOYMENT

Section I: SICK LEAVE ACCRUAL

Sick leave shall accrue at the rate of one and one-third days per school month. Sick leave for all half-time employees shall accrue at two-thirds day per month. Sick leave may be used for the death, illness or welfare of a person in the teacher's family.

Sick leave may be granted for other than illness or death in the teacher's family at the discretion of the Superintendent. Each teacher shall be given a written accounting of his/her accumulated sick leave days at the end of each school month.

Section II: REDUCTION IN FORCE

In the event the District finds it necessary to institute a reduction in force for reasons as set forth in AS 14.20.177, non-tenured teachers will be non-retained first, and then tenured teachers will be laid off based on reverse seniority utilizing the total contract days in the District. As outlined in AS 14.20.177(c), a non-tenured teacher may be retained in a position in preference to a tenured teacher only if there is no tenured teacher who is qualified for this position. If there is a tenured teacher who is qualified, that teacher will fill this position. If the District intends to lay off a tenured teacher as a result of a reduction in force, the teacher will be so informed by means of a letter prior to March 16th, as provided by law.

For purposes of this section, "qualified" shall be as described in AS 14.20.177(d), with the addition that teachers at the middle or high school level will be considered qualified in a subject area in which they teach for less than 40% of the day if they have been evaluated by the District as meeting the district performance standards in that subject area.

Section III: REHIRE

For a period of three years, a tenured teacher who has been laid off as a result of a reduction in force will be offered any teaching position that is being filled, provided the returning teacher possesses the qualifications to fill the vacancy or has experience teaching in the area of the curriculum in question. If two or more teachers are on layoff status, the teacher who has been laid off for the shortest period of time will be offered the position first, providing the teacher in question has the necessary qualifications to assume the position.

Section IV: VACANCY

Vacancies occur when a new teaching position is created or a current teaching position is vacated.

Teachers currently employed by the District will be notified in writing of all vacancies for a period of fifteen (15) days prior to filling the vacancy, with the exception that vacancies occurring after July 15 and before September 1 shall require only eight (8) days notice. In filling any vacancy, the District will give first consideration to those current teachers who have requested that assignment and who meet the qualifications. If two or more teachers apply for a vacancy and they are similarly qualified for such assignment, full-time equivalent service within the District will determine the order of consideration. In such circumstances, the teacher with the greatest amount of full-time service will be considered first. A tenured teacher whose request to a vacancy has been denied shall be advised in writing of the reasons for such denial upon written request.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

SECTION V: TERMINATION

A tenured teacher cannot be terminated without just cause.

SECTION VI: SABBATICAL LEAVE

When one (1) or more teachers are eligible for sabbatical leave, at least one (1) teacher will be given leave if requested and, if in the opinion of the Board the proposed program of study is beneficial to the District.

The Board agrees to pay the grantee's portion of the retirement contributions that he or she (the grantee) would otherwise have to pay. This sum is repayable by the grantee to the Board over the following twelve (12) months, or in one sum, as the grantee desires.

Any teacher accepted for district leave has the right to negotiate with the Board to obtain additional assistance from the District. The awarding of such assistance would be determined by the proposed educational benefits coming to the District as a result of the grantee's particular leave program. (Examples of such leave programs might include, but would not be restricted to: 1 year leave teacher exchange, university intern/extern program, etc.) Assistance provided by the District might include, but would not be restricted to, an award to the grantee of the difference between his/her replacement and other forms of assistance agreed upon, etc.

SECTION VII: FAMILY LEAVE

A. PARENTAL LEAVE

A teacher is entitled to take a total of 18 consecutive weeks of leave because of pregnancy and the birth of a child or the placement of a child with the teacher for adoption. This leave shall be charged first to sick leave, and if this is insufficient, then to leave without pay for the balance of the period of approved leave. The right to take leave for this reason expires one year after birth or placement of the child. Days may not be withdrawn from the sick-leave bank for parental leave.

B. FAMILY CARE

A teacher is entitled to take a total of 18 weeks of leave within a 24-month period in order to care for the teacher's child, spouse, or parent who has a serious health condition. This leave shall be charged first to sick leave, and if this is insufficient, then to leave without pay for the balance of the period of 18 weeks. A "child" under this paragraph is defined as the teacher's biological child, adopted child, foster child, stepchild, or legal ward. A "child" is an individual under 19 years of age or an individual 18 years of age or older who is incapable of self-care because of mental or physical disability. A "parent" under this paragraph means a biological or adoptive parent, a parent-in-law, or a stepparent.

C. CONDITIONS

A teacher is eligible for family leave if the teacher has been employed by the District for at least 35 hours per week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

A teacher is eligible for family leave if the "serious medical condition" of the teacher's child, spouse, or parent is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision as a health provider for his/her immediate family.

If a parent or a child of two employees employed by the District has a serious health condition, the District is not required to grant family leave to both employees simultaneously.

If the necessity for this leave is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the teacher shall provide the District with reasonable prior notice of the need for this leave.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

In the case of planned treatment or supervision, the teacher shall make a reasonable effort to schedule the treatment or supervision, subject to the approval of the health care provider, so as not to unduly disrupt the school operations.

Days may be requested from the sick leave bank by those who are members of the bank.

D. RETURN FROM FAMILY LEAVE

Upon return from family leave, a teacher shall be returned to a similar position within the District, if not to the same position the teacher held when the leave began.

E. HEALTH COVERAGE

During the time that a certified teacher is on leave under this section, the employer shall maintain coverage under the group health plan as long as the teacher is on sick leave status. However, when the teacher goes on Leave Without Pay status, the certified teacher will be responsible for the payment of insurance premiums, but may elect to remain in the group health plan with the District.

Section VIII: PERSONAL LEAVE

Each teacher shall receive three (3) work days personal leave per year. At the end of each school year, a teacher will be paid for any unused days at the substitute rate. A teacher with an emergency that requires more personal days than accrued, may request up to two (2) additional days of personal leave subject to superintendent (or designee) approval. Teachers will pay the cost of the substitute for the two additional days of personal leave.

Requests for personal leave must be made in advance with the superintendent. The superintendent may waive advance notice for delays and emergency situations beyond the control of the teacher. It is the responsibility of the teacher to notify the superintendent (or designee) in a timely manner, should such an emergency occur. When a teacher is absent on a day immediately after a school break because of delayed or cancelled transportation over which he/she has no control, the District shall grant personal leave. No more than three teachers may take personal leave at any one time, with exceptions for delays and emergencies as detailed above.

Planned personal leave may not be taken in conjunction with any vacation days, holiday period, or in-service days, except with the specific written approval of the Superintendent (or designee).

Personal leave is intended for matters of business and other personal affairs that, due to their scheduling, cannot be conducted during school vacations or on weekends. Commercial fishing and supplemental incomes are examples of such activities that are not allowed.

Section IX: SICK LEAVE BANK

A sick leave bank shall be maintained according to written Board policy. This policy shall not be changed without the Board having solicited input from the Association at a regular meeting of the Board. The administration of the sick leave bank shall remain the responsibility of the Board or its authorized appointees.

Section X: ASSOCIATION LEAVE

The District shall provide ten (10) days per year of Association leave with pay to teachers representing the Association. The Association will reimburse the District for the substitute salaries for the 9th and 10th days. This leave shall not be used for work stoppages, walkouts or strikes which would conflict with or infringe upon the normal activity of this District or any other school district. The Association shall provide written notification to the superintendent of Association leave a minimum of ten days prior to the leave. If more than two teachers are to be on Association leave simultaneously, they must have Board approval.

Section XI: PER DIEM

The school District shall pay all reasonable travel and lodging expenses and shall provide the employee with up to \$40.00 per day for the purchase of meals. Upon request, an estimated per diem amount may be made available in advance.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

Section XII: TEACHER PREPARATION DAYS

Teachers shall receive no less than five non-student days for the purpose of long-term planning and quarterly assessment of students. Two of these days shall occur prior to the first student day of the school year, and the remaining three (**for secondary teachers**) shall occur on the days following each of the first three academic quarters, (**and for the elementary teachers shall occur on the days following each of the first two trimesters and one for the last grading period**).

Section XIII: IN-SERVICE

The administration will request from the Department of Education approval for at least four in-service workdays per year for the purpose of professional staff development. These shall occur between the first and last student days of the school year.

Section XIV: TRAVEL INSURANCE

Any employee, when traveling on school business by common carrier vehicle under the direction of the Board and/or administration, will be insured for \$100,000 against accidental death or disability with a maximum of \$300,000 per incident. This coverage will be in effect from the time of their departure from home until their return.

Section XV: LIFE INSURANCE

Each teacher will be provided with \$25,000 of life insurance upon the signing of the teacher's personal contract. The Board shall make available a group plan by which all employees may purchase additional life insurance if they so desire.

Section XVI: DENTAL, VISUAL, AUDIO AND MEDICAL INSURANCE

The Board agrees to pay for family insurance for dental, visual, audio, and medical insurance for all certified employees under the Blue Cross Heritage Select, \$250 deductible.

Beginning with the 2012-2013 school year, the Board agrees to pay the following base premium for family insurance for dental, visual, audio, and medical insurance for all certified employees under the Blue Cross Heritage Select, \$250 deductible as follows:

- a. For single, up to \$841.94;
- b. For self/spouse, up to \$1,928.45;
- c. For self/children, up to \$1,597.26;
- d. For family, up to \$2,682.78.

Any increases to the above amounts shall be shared as follows: District 50%/Certified Employee 50%. The portion attributable to the teacher shall be deducted from salary/wages. The health plan currently in effect is the Blue Cross Heritage Select, \$250 deductible plan.

During the term of this contract, the parties, by mutual written agreement, may re-open this health insurance provision for the sole purpose of considering and negotiating changes to the type of coverage (including but not limited to premium amount, carrier and plan design) to reduce the overall cost of health insurance.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

Section XVII: PROFESSIONAL ENRICHMENT FUND

The Board shall establish a Professional Enrichment Fund from which certified staff may withdraw funds for professional development. The applicant must submit for approval a written description and cost expectations of the training session to the enrichment committee. The Professional Enrichment Committee will be composed of three certified teachers. The applicant will be granted leave for up to three days if the training occurs within the school year when recommended by the committee and approved by the Board. Twelve percent (12%) of the base salary will be funded for this purpose at the beginning of each fiscal year. If a request for professional leave is denied by the committee, the applicant may appeal to the Board if the applicant thinks that the action was unfair. The balance of the fund will be equally dispersed by May 20th of each school year among all individuals participating in summer enrichment programs which have the prior approval of the Professional Enrichment Committee.

Section XVIII: MEETING ESEA REQUIREMENTS

Teachers are responsible for becoming highly qualified according to ESEA guidelines in one subject area. This subject area must have been a part of their teaching assignment in the District within the last three years. The District will provide the necessary financial support for becoming highly qualified in any additional subject areas to which teachers are assigned.

Section XIX: PERSONNEL FILE

There shall be only one official personnel file which shall contain only materials and appropriate records related to the employment history and evaluations material with the District. No anonymous material or confidential pre-hire information shall be placed in a teacher's personnel file. This file shall be maintained under conditions which insure its integrity and safekeeping in the district office.

A teacher shall have the right to examine his/her own official personnel file during normal business hours. A copy of any material placed in a teacher's personnel file shall be forwarded to that teacher at the time it is placed in the file. A teacher may make reasonable entries to the file and may make timely comments to material in the file which is not the subject of a grievance.

An Association representative, with the teacher's written permission and with the teacher present, shall have the right to examine the teacher's personnel file upon prior written notification to the superintendent. The superintendent will make available original material, or copies of the original material, for examination by the Association representative in the District office.

Any additional files maintained by the administrator shall be for evaluative purposes only and shall be kept private. The employee may request to see the contents of the file at any reasonable time. Only dated, contemporaneous records may be entered in the file. The District is obligated to notify each teacher in a timely fashion of any entries into his/her file which could adversely affect the teacher's evaluation or employment status. Material in an in-house file may only be used in defense of a personnel evaluation for which that material was collected. There will be no secret files.

Except for required personnel and payroll purposes or other common office procedures, upon termination no access will be allowed to a teacher's personnel file except with the express written permission of that teacher.

Section XX: EVALUATION

A committee composed of teachers, the Association, parents, students, and community members will be involved in the development of evaluation instruments for teachers, including setting the criteria for evaluation, and other school employees will be involved in developing the evaluation procedure, including setting the criteria for evaluation, while complying with Alaska State Law. The evaluation instrument may be revised by the committee with the mutual consent of the District and the Association.

The evaluation of a teacher's performance in extracurricular duties shall be recorded on a separate evaluation instrument.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

Section XXI: PREPARATION TIME

Each teacher shall have a weekly average of at least fifty (50) continuous minutes within each school day for the purpose of teacher preparation and free of district-required meetings.

Section XXII: MEETINGS

District-required school meetings that follow the class period schedule will be limited to five (5) per month, with the exception of Special Education meetings and extra-curricular activities. This limit recognizes the importance of this time for helping students, meeting with parents and for preparation.

Section XXIII: SAFE WORKING CONDITIONS

The District shall make reasonable efforts to provide and maintain a safe and healthy work environment and will comply with all applicable laws. Teachers will report all hazardous or potentially hazardous conditions to the principal.

Section XXIV: ASSIGNMENTS

If a teacher is to be assigned Activities Director, then that teacher will be given one period in their class schedule to fulfill that assignment during the school day. Many of the tasks of Activities Director must be done during business hours, which coincides with the teaching work day and therefore makes the position untenable as an extra contract duty.

ARTICLE IV: GREIVANCE

PREFACE:

The purpose of this grievance procedure is to provide a framework within which certified personnel may work toward solving problems as they arise and to guarantee fair treatment to all parties. Although this procedure is written from the standpoint of the two parties involved being the school district and an employee who is an Association member, it is also valid for a non-Association member or a member who does not wish to involve the Association. Above all, the individual's right of privacy will be protected. The Association has the right to refuse to represent the teacher who fails to present to the Association a valid grievance. It is expected that all parties to a disagreement will initially attempt to solve problems at the lowest possible administrative level through free and informal communication. Both parties to this agreement agree that all such grievance proceedings shall be confidential.

Section I: GRIEVANCE DEFINED

A grievance is any claim by the Association 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. (See Appendix A.)

Section II: COMMITMENTS GOVERNING THE BOARD OR ITS DESIGNEES AND THE ASSOCIATION

A. THE BOARD OR DESIGNEES

The Board recognizes the right of the Association and its committees to advise, represent, or take action for any aggrieved personnel who so request in writing.

B. THE ASSOCIATION

The Association and the Board agree to process a grievance with dispatch and when possible without loss of time in school by any person(s) involved.

C. THE GRIEVANT

Grievant shall mean an employee or group of employees or the Association filing a grievance. Any aggrieved person(s) involved in a grievance proceeding may be represented at any level of the grievance procedure by a person(s) of his/her own choosing. The grievant shall be bound by the procedure hereafter established.

Section III: PROCEDURE

A. TIME LIMIT

The grievance must be filed within fifteen (15) days of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant shall inform his/her immediate supervisor that a grievance is being initiated. It is important that grievances be processed as rapidly as possible. All participants in a grievance shall follow the procedure specified below within the time limits indicated. The time limits specified, however, may be reduced or extended by mutual agreement.

B. TRANSCRIPTS

It is understood that no written or printed matter dealing with the processing of a grievance shall be filed in the District's personnel files of any of the participants. A report of the final resolution of a grievance shall be filed in a separate grievance file.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

C. WITNESSES

Any party may call and present witnesses at any level of the proceeding. Each party shall, at least 24 hours prior to each hearing, make available to all other parties the names of all witnesses the party intends to call. The named individual shall be released as necessary without loss of pay if the hearing is scheduled during school time by order of the Board or its designee.

D. FORMS

Forms and other necessary documents required for filing grievances shall be available to the grievant.

E. REPORTS

The Association shall receive a statement within thirty (30) days explaining the nature of each grievance and its final resolution.

Section IV: GRIEVANCE PROCEDURE LEVELS

Decisions and justifications at Levels 1 and 2 of the grievance procedure will be written and transmitted promptly to all interested parties.

A. LEVEL 1

1. The grievant may initiate the grievance procedure by:
 - a) approaching the immediate supervisor concerned and discussing the matter on his/her own behalf, or
 - b) requesting that a representative of the Association or any other person accompany the grievant in approaching the immediate supervisor. The Association representative or other person may speak on behalf of the grievant if requested to do so by the grievant. The immediate supervisor may have another person present if the grievant is accompanied by a representative.
2. The immediate supervisor shall meet with the grievant and anyone accompanying him/her within seven (7) days of receipt of the written request to meet. The immediate supervisor shall set the time of the meeting.
3. The immediate supervisor shall render a decision within seven (7) days after the meeting with the grievant.

B. LEVEL 2

1. If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance in writing with the superintendent within seven (7) days after the decision at Level 1, or ten (10) days after the grievance was presented. The superintendent shall immediately notify the Association as to the nature of the grievance if the grievant has indicated he/she wishes the Association to be involved.
2. Within seven (7) days after receipt of the written grievance by the superintendent, the superintendent will meet with the grievant and his/her representative in an effort to resolve the grievance.
3. The superintendent shall issue a decision to the grievant within seven (7) days after meeting with the grievant.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

C. LEVEL 3

1. In the event the grievance is not satisfactorily resolved at Level 2, or a decision is not timely made, the grievant may file with the superintendent for transmission to the Board a letter stating the nature of the grievance and his/her basis for appealing the decision of the superintendent.
2. Application to the Board must be made within seven (7) days of the determination by the superintendent, or the date when the superintendent was required to render a decision, whichever is later.
3. The Board shall grant the grievant a hearing within ten (10) days following the filing of the grievance. The Board shall afford the superintendent and the grievant an opportunity to file briefs and present oral arguments. The Board shall render its decision to the superintendent and the grievant within seven (7) days of the final hearing.

D. LEVEL 4

If the grievance is not resolved at Level 3, the Association may, within twenty (20) days of the date of the Level 3 decision or the date the Level 3 decision is due, whichever is earlier, submit a written demand for arbitration to the Superintendent. Within ten days thereafter, the Association and Superintendent shall meet in an effort to select an arbitrator. If no agreement is reached, the parties shall jointly contact the American Arbitration Association for a list of qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains. That person shall become the arbitrator if able and willing to serve. If not, the parties shall repeat the selection process. Arbitration shall be conducted according to the rules of the American Arbitration Association.

The arbitrator's decision shall be issued no later than thirty (30) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be final and binding on both parties.

The cost of the services of the arbitrator will be borne equally by the District and the Association.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

ARTICLE V: COMPENSATION

Section I: EXTRA DUTY PAY

- A. Compensation for authorized extra-curricular activities will be made by assignment to one of the six (6) salary ranges. The range number to the right of each activity listed is the range assigned for added duty purposes. The compensation is figured on the base salary times the listed factor. Activities which begin during a regularly scheduled class will be paid at the range listed in brackets; i.e. Annual Advisor, Basketball Assistant and Cheerleading Advisor.

Salary Range.....	5	1	2	3	4	5
Factor010	.030	.050	.070	.090	.105

<u>DUTY</u>	<u>SALARY RANGE</u>
ANNUAL ADVISOR	3 [1]
BASKETBALL, VARSITY COACH	5
BASKETBALL, ASSISTANT(S)	3 [1]
BASKETBALL, JUNIOR HIGH COACH	3 [1]
CHEERLEADING	3 [1]
FRESHMAN CLASS	1
SOPHOMORE CLASS	1
JUNIOR CLASS	2
SENIOR CLASS	1
ELEMENTARY STUDENT COUNCIL	1
SECONDARY STUDENT COUNCIL	1
TRACK AND FIELD, VARSITY COACH	3
VOLLEYBALL, VARSITY COACH	5
VOLLEYBALL, ASSISTANT	3
VOLLEYBALL, JUNIOR HIGH COACH	3
WRESTLING, VARSITY COACH	5
WRESTLING, ASSISTANT	3
WRESTLING, JUNIOR HIGH COACH	3
PEP BAND	1
JAZZ BAND	3
DRAMA	3
DEBATE/SPEECH	1
CLOSE-UP ADVISOR	1
NATIONAL HONOR SOCIETY	1

- B. There shall be no monetary reward for any extra-curricular activity conducted as an integral part of the teaching day. The Board retains the right of approval over these assignments. The Board also retains the right to determine each fiscal year whether the listed activities and corresponding extra duty assignments will be offered.
- C. All extra curricular positions will be offered subject to funding. The District welcomes volunteer participation in extra curricular activities.

Section II: SALARIES

- A. Graduate or undergraduate classes relevant to teaching will be accepted for advancement on the salary schedule. All classes must be substantiated by an official transcript.
- B. A teacher may develop a professional improvement plan which includes graduate classes, undergraduate classes, and vocational/technical training for advancement on the salary schedule. Elements of the professional improvement plan must be approved in advance by the superintendent and teacher.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

- C. For advancement change to be made, transcripts must be available in the administration office within sixty (60) days of the start of the new school year. The salary increase due to such advancement will be retroactive to the beginning of the contract year. If a teacher has reason to believe that at the end of the sixty-day period there is an outstanding transcript, he/she may notify the superintendent in writing that credits affecting the salary advancement may arrive. In such cases as this the teacher has an additional thirty (30) days in which to submit said transcripts. However, any adjustments after the initial sixty days of the school year will not be retroactive. They will commence at the end of the then current pay period. Such a change will necessitate the issuance of a contract addendum. If the administration deems the class irrelevant, then a review committee composed of the employee's building principal, a certified employee and a representative of the Association, jointly chosen by the administration and the concerned employee, shall meet to review the administration's decision and either accept it or make additional recommendations to the administration.
- D. Up to five (5) years of out-of-state teaching experience will be allowed for initial placement on the salary schedule. Two half-years of full-time teaching experience will be allowed as one full year for placement on the salary schedule.
- E. The base salary for FY 2012 will be \$37,759.14, for FY 2013 - \$38,816.39 and FY 2014 - \$39,903.25
- F. All employees frozen on Step 10 will receive an additional one-half percent (1/2%) of the Step 10 salary per year, in addition to salary increases negotiated on the base. This additional amount shall not exceed 3% of the Step 10 salary.

Section III: ADDITIONAL PAY

When a teacher has been requested by the administration to work additional days beyond the contracted 190 days, he/she will receive compensation at his/her contracted per diem rate.

Section IV: METHOD OF PAYMENT

All teachers shall receive a check for the days worked in August and may select to receive the remainder of their annual salary in one of the following ways:

- A. Nine (9) equal payments with the ninth (9th) payment due on the last working day of the school year, or
- B. Nine (9) payments, eight (8) of which shall be paid on the basis of one-twelfth (1/12th) of the annual salary due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due on the last working day of the year.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

FY 2012 Certified Teacher Salary Schedule

	BA	BA+10	BA20	MA/BA30	MA18/BA48	MA36/BA66
0	37,759.14	40,023.22	42,289.39	44,554.53	46,820.70	49,095.08
1	40,779.66	43,044.79	45,309.91	47,576.10	49,841.22	52,107.40
2	43,800.18	46,066.36	48,331.49	50,596.62	52,862.79	55,127.92
3	46,820.70	49,085.83	51,352.01	53,617.14	55,882.27	58,148.44
4	49,841.22	52,107.40	54,372.53	56,638.71	58,903.83	61,168.96
5	51,729.18	53,995.36	56,260.49	58,525.61	60,791.80	63,056.92
6			58,148.44	60,413.58	62,679.75	64,944.88
7			60,036.40	62,332.00	64,567.70	66,832.84
8				64,189.48	66,454.62	68,720.79
9					68,342.57	70,608.75
10						72,497.76
11						72,860.25
12						73,222.73
13						73,585.22
14						73,947.71
15						74,310.20
16						74,672.69

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

FY 2013 Certified Teacher Salary Schedule

	BA	BA+10	BA20	MA/BA30	MA18/BA48	MA36/BA66
0	38,816.39	41,143.87	43,473.49	45,802.05	48,131.68	50,469.74
1	41,921.49	44,250.04	46,578.59	48,908.23	51,236.78	53,566.40
2	45,026.59	47,356.21	49,684.77	52,013.32	54,342.95	56,671.50
3	48,131.68	50,460.23	52,789.87	55,118.42	57,446.97	59,776.60
4	51,236.78	53,566.40	55,894.96	58,224.59	60,553.14	62,881.69
5	53,177.59	55,507.23	57,835.78	60,164.33	62,493.97	64,822.52
6			59,776.60	62,105.16	64,434.78	66,763.33
7			61,717.42	64,077.29	66,375.60	68,704.16
8				65,986.79	68,315.35	70,644.97
9					70,256.16	72,585.79
10						74,527.69
11						74,900.33
12						75,272.97
13						75,645.61
14						76,018.25
15						76,390.89
16						76,763.53

FY 2014 Certified Teacher Salary Schedule

	BA	BA+10	BA20	MA/BA30	MA18/BA48	MA36/BA66
0	39,903.25	42,295.89	44,690.75	47,084.51	49,479.37	51,882.90
1	43,095.29	45,489.04	47,882.79	50,277.66	52,671.41	55,056.26
2	46,287.33	46,682.19	51,075.95	53,469.70	55,864.55	58,258.30
3	49,479.37	51,873.12	54,267.99	56,661.73	59,055.48	61,450.34
4	52,671.41	55,056.26	57,460.02	59,854.88	62,248.63	64,642.38
5	54,666.57	57,061.43	59,455.18	61,848.93	64,243.80	66,637.55
6			61,450.34	63,844.10	68,234.12	70,627.88
7			63,445.51	65,871.46	68,234.12	70,627.88
8				67,834.42	70,228.18	72,623.03
9					72,223.34	74,618.19
10						76,614.47
11						76,997.54
12						77,380.61
13						77,763.69
14						78,146.76
15						78,529.83
16						78,912.90

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

APPENDIX A

**HOONAH CITY SCHOOL DISTRICT
P. O. Box 157
Hoonah, AK 99829
(907) 945-3611**

SAMPLE CERTIFICATED EMPLOYEE CONTRACT

This contract between Hoonah City School District Board of Education, hereinafter referred to as the **BOARD**, and _____, whose permanent address is _____, hereinafter referred to as **TEACHER**.

WITNESSETH

It is mutually agreed between the **BOARD** and the **TEACHER**, in consideration of the promises and covenants herein contained,

THAT THE TEACHER WILL:

1. Perform the duties of **TEACHER** and such other duties as may be assigned in the Hoonah City School District during the _____ school year, beginning on or about _____ for a total of not more than ____ school/work days, which shall include legal school holidays.
2. Be responsible for such extracurricular assignments as are made by the **BOARD** as of the date of the issuance of this contract or at a later date during the term of this agreement.
3. Abide by and be bound by the policies, rules, and regulations of the **BOARD** and the State Board of Education.
4. Authorize deductions for the Teachers Retirement System or FICA withholding, if eligible.

THAT THE BOARD WILL:

5. Pay the **TEACHER** an annual salary in the amount of \$_____* to be paid for the number of days worked in August, with the remainder being paid in either of the following two choices:
 - a. Nine equal monthly installments of \$_____, the first installment being paid on the last working day in _____ 20__, each succeeding installment being paid on the last working day of each month, and the balance to be paid on the final day of employment under this contract.
 - b. Nine (9) equal monthly installments, eight (8) of which shall be paid on the basis of one-twelfth (1/12th) of the annual gross salary or \$_____ due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due on the last working day of the year.

*Subject to adjustment as changed by the Negotiated Agreement

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

AND THAT THE TEACHER AND THE BOARD AGREE TO BE BOUND BY THE FOLLOWING CONDITIONS:

6. Placement on the salary schedule at the time of employment is _____. This placement reflects the holding of a ____ Degree and at least ____ semester hours earned after the issuance of the degree, plus ____ years of teaching experience, which is applicable to the Hoonah District salary schedule.
7. The per diem rate is \$_____*.
8. The above per diem rate will be paid for each and every day in session, as that term is defined by AS 14.03.040 and as accepted by the Alaska Department of Education, for every State school holiday and for every approved local holiday, provided that such payment shall be made only if the TEACHER was under contract at the time.
9. The term a TEACHER as employed herein is defined in relevant portions of the Alaska Statutes Title 14.
10. The TEACHER shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission.
11. This contract is not effective unless and until the TEACHER subscribes to the Oath of Allegiance required under 4 AAC 18.010(a)(5) and files a fully executed form of the oath with the BOARD for placement in the TEACHER's personnel file. Once the oath has been filed with the BOARD, the TEACHER need not re-subscribe to it for subsequent school years so long as the TEACHER's employment is continuous. However, by signing this contract, the TEACHER affirms his or her continued adherence to that oath.
12. The TEACHER, within 60 days of initial employment and periodically as required by State law or as required by the BOARD, must file a current medical certificate with the BOARD.
13. Subject to the three month maximum grace period provided under AS 14.10.010, the TEACHER must hold a valid Alaska Teaching Certificate at the time of entrance on duty and maintain said certificate while employed by the District, and no salary shall be paid unless the TEACHER has such certificate. Failure to maintain a valid certificate constitutes grounds for immediate termination of this contract without penalty to the BOARD.
14. The BOARD reserves the right to transfer the TEACHER to another assignment either before or after beginning duties of the proposed assignment if enrollments decrease or other conditions warrant change.
15. This contract may be terminated without liability to the BOARD should the TEACHER fail to discharge the duties imposed either through incapacity or disability or for cause as defined in AS 14.20.170. Upon written notice of such intended termination, the TEACHER shall be entitled to exercise any and all rights set forth in AS 14.20, including but not limited to the right to hearing set forth in AS 14.20.180. The TEACHER may be suspended from duty during any period of investigation as set forth in AS 14.20.170, but such suspension shall be with full pay.

**FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District**

16. This contract may be terminated without liability to the BOARD should it become necessary to eliminate the position because of decreased enrollment, provided that at least thirty (30) days prior written notice is given. In case of hardship, the BOARD may, in its discretion, afford such compensation as it deems necessary, not to exceed payment for twenty (20) days of service at regular contract per diem rate.
17. This contract may be amended by mutual consent upon application of one party and the written consent of the other party.
18. This contract may be terminated by mutual consent upon thirty (30) days written notice by one party and the written consent of the other party.
19. The violation or breach by the TEACHER of any term, condition, or requirement of this contract is grounds for the revocation of the TEACHER's certificate by the Commissioner of Education or by the PTPC.
20. This contract is subject to the Negotiated Agreement between the BOARD and the Hoonah Education Association. If there are any conflicts or differences between the terms of said agreement and the terms of this contract, the terms of the Negotiated Agreement shall be controlling.
21. This contract supercedes and replaces any prior individual Employee's Contract which may have been issued for the school year covered by this contract.

ACCEPTANCE

I hereby accept this offer of employment and the conditions contained herein.

Date

Accepted By:

Acceptance by the BOARD is necessary before this contract becomes binding on the BOARD. The above contract is hereby validated on behalf of the BOARD.

Date

_____, Board President

Date

Board Member

***FY 2012-14 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District***

SIGNATURE PAGE

Hoonah Education Association
Jennifer Bidiman, Co-President

Date

Hoonah Education Association
L. Stephanie Harold, Co-President

Date

Hoonah Education Association
Benjamin McLuckie, Assn. Representative

Date

Hoonah City School District Board of Education
Sally Dybdahl, President

Date

Hoonah City School District Board of Education
Kimberly Savland, Secretary/Treasurer

Date

Hoonah City School District
Charla Wright, Chief Administrator

Date