

**Iditarod Education Association**

**Iditarod Area School District**

**Negotiated Agreement**

**For**

**FY 18-20 (Three Year)**

Ratified:  
May 18, 2017

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Attachment A: Salary Schedule FY18

Attachment B: Salary Schedule FY19

Attachment C: Salary Schedule FY20

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**I. Definitions**

- A. Agreement—shall mean this negotiated agreement, its attachments and all provisions contained herein.
- B. Alaska Law—shall mean applicable Alaska statutes and applicable regulations of Alaska agencies having regulatory powers over operations of the District.
- C. Approved Coursework—shall mean coursework approved in writing by the Superintendent.
- D. Approved Institution—shall mean a college or university accredited by the Northwest Association of Schools and Colleges (or other equivalent regional accrediting association) or an institution approved by the Superintendent.
- E. Association—shall mean the Iditarod Education Association (IEA) which is composed of all certificated staff employed in a teaching position which requires a teaching certificate from the State of Alaska.
- F. Association President—shall mean the Association President listed in Article “E” or his or her designee.
- G. Board—shall mean the Iditarod Area School District Board.
- H. Day—shall mean calendar day excluding holidays, except as otherwise specified in the Agreement.
- I. Day on Duty—shall mean a day on regular pay status, i.e., a day of work, a paid holiday, or a day of compensated leave.
- J. Deliver or Delivery—shall mean hand delivery of documentation or deposit of same in the U.S. Post Office, registered or certified mail, postage pre-paid. The date of delivery shall mean the date of hand certified mail.
- K. District—shall mean the Iditarod Area School District (IASD).
- L. Party in Interest—shall mean the employee or employees filing a grievance, the Association, the District, any person or persons required to take action relative to a grievance, and any person or persons upon whom action might be taken in resolving a grievance.
- M. Receive or Receipt—shall mean the receipt of hand-delivered documentation or of registered or certified mail. The date of receipt shall mean the date of the

receipt of hand-delivered documentation or of registered or certified mail.

- N. Semester Hour—shall mean a semester hour of credit, or the quarter-hour equivalent thereto, awarded by an approved institution.
- O. Seniority—shall mean years of service as a teacher and shall be based on the day of the employee's first day of contract employment within the district. Ties shall be broken by lot.
- P. Superintendent—shall mean the Superintendent of the Iditarod Area School District or his or her designee.
- Q. Teacher—shall mean any certificated staff member within the District, except the Superintendent and any other supervisory personnel appropriately placed outside the certificated bargaining unit. Certificated substitute teachers are members of the bargaining unit when employed for more than twenty (20) consecutive days or employed in a position that the District knows will require a substitute for more than twenty (20) days.
- R. Year of Service—shall mean a period of not less than the equivalent of one hundred forty (140) standard work days on duty, served between July 1 and the following June 30, under contract in a position for which a valid standard teaching certificate is required. Such service shall be in a public (or in an approved or accredited non-public) elementary or secondary school in the United States (or outside the United States supported by funds of the United States government). Up to five (5) years of military service may be counted in the event that the military service interrupted teaching service in Alaska and the teacher immediately returned to teaching after military service.
- S. Year, School Year, and Work Year—shall mean that period beginning with the teacher's first day on duty and ending with the last day on duty falling between July 1 and the following June 30 except as otherwise may be specified in this Agreement.
- T. Work Day—shall mean seven and one half (7.5) hours.

## **II. Recognition**

The Board recognizes the Iditarod Education Association as the exclusive bargaining agent for the District's teachers.

## **III. Conformity to Law**

If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any article or part

should be restrained by such court, the remainder of the Agreement shall not be affected thereby and the parties shall enter into negotiations with twenty (20) working days of notice by one party to the other for the purpose of arriving at a remedy for the contrary article or part consistent to the greatest extent possible with the intent of the original article or part.

**IV. Agreement Terms and Conditions**

- A. The parties mutually agree that the terms and conditions of this contract represent agreement between the parties hereto. This Agreement may be altered, changed, added to, deleted from or modified only through negotiations. This agreement shall be incorporated by reference into the employee's individual employment contract and shall prevail in the event of conflict between the two.
- B. This agreement, shall remain in effect until June 30, 2020. In the event neither party initiates negotiations per Article VI, (Negotiations), this Agreement shall be extended.
- C. Within one month of the day of ratification by both parties of this Agreement the District will post a copy on its web site. The district shall maintain a signed copy of this agreement and provide a signed copy to the Association.

**V. Code of Ethics**

The Iditarod Education Association and the Iditarod Area School District will jointly produce and provide each teacher with a copy of the PTPC Code of Ethics (paper or electronic).

**VI. Negotiations Procedures**

- A. Inaugurating Negotiations
  - 1. Intent to Negotiate

Either party may initiate negotiations by written notice of intent to negotiate postmarked after December 10<sup>th</sup> of the school year in which the contract is due to expire.
  - 2. Initial Meeting

By February 10<sup>th</sup>, the parties shall establish a satisfactory time and place for the first meeting between the respective negotiating teams. At the initial meeting, the parties shall reach agreement on ground rules governing the negotiation.

B. Reporting

When the participants reach tentative agreement on the total negotiations proposal, the negotiated agreement shall be prepared and presented in writing to the Board and posted on the district web site. Each entity shall act on ratification at their next meeting. There is the intent that if a meeting cannot be held that a phone poll may be taken to determine if there is support from the Board and teachers to ratify the agreement at the next meeting.

C. Impasse Resolution

If no agreement is reached despite the best efforts of the negotiation teams, then advisory mediation and arbitration may be initiated by either party by declaring an impasse.

**VII. Equitable Treatment**

A. A teacher may at his/her request have a representative of the Association present when he/she is being questioned about a matter which may lead to discipline or when he/she is being disciplined. The teacher must be appraised of his/her right to request the presence of an Association representative. When a request for representation in the above circumstances is made, no action shall be taken with respect to the teacher without the presence of an Association representative. The teacher will be provided not less than twenty-four (24) hours to secure representation.

B. All teachers will be treated in a manner that respects their professional viewpoints and values freedom of expression of those viewpoints without fear of reprimand.

**VIII. Employee Professional Development Plan**

All Teachers are encouraged to create professional development plans.

**IX. Personnel Files**

A. Permanent personnel files shall be maintained by the Business/Personnel Office/ Superintendent. The personnel file is confidential and no person may inspect the teacher's file except the teacher, the teacher's designated representative, the teacher's supervisor, the superintendent and the personnel department supervisor. The permanent personnel file shall be the only official depository of information relating to an employee's employment. The teacher or his/her designee may inspect the file upon request. Upon request, a teacher shall be

provided a copy of his/her Official Personnel File (OPF). A log shall be maintained for each personnel file recording when and by whom the file is inspected.

- B. Material which is derogatory regarding a teacher's conduct, service, character, or personality shall not be placed in his/her file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of the material. If the teacher refuses to sign the statement, the principal or supervisor shall so note and send the statement to the Superintendent for filing and provide a copy to the teacher. A teacher shall have the right to respond to any material filed, and his/her response shall become a part of the permanent personnel file. Any material that is found by the grievance procedure to be inaccurate shall be removed from their personnel file.

**X. Association Representation at Board Meetings**

- A. The Association shall designate a Yukon representative of the Association to serve as liaison to the Board when the Board meets on the Yukon side of the District. The Kuskokwim representative will serve as liaison when the Board meets on the Kuskokwim side. In the event the representative is unable to attend, the President of the Association may appoint an alternate.
- B. The Superintendent shall provide the Association with a complete agenda and information packet. The agenda and packet shall be delivered in the same manner that such information is provided to Board members.
- C. The Association will be granted a place on the Board Agenda through either a written request made in a timely manner or a verbal request made at the time of the meeting. The Association shall direct any correspondence regarding agenda items, and items to be added to the agenda, to the Superintendent and/ or the Board Chairperson.
- D. The superintendent shall grant, with prior approval, administrative leave to the Association representative selected to attend Board meetings. If necessary, the Association will pay their travel-related costs.

**XI. Extra Duty Compensation**

- A. The Board and the Association recognize that, as professionals, school staff perform duties beyond the regular school day. The Board agrees to offer extra duty pay for athletics and activities performed outside of the teacher's regular assignment according to the schedule below.

- B. An extra-duty contract will be offered as an addendum to any employee's regular contract. An employee may elect to take compensation in lump sum payment following the activity. Compensation will be paid when the proper documentation is submitted to the administration.

This contract covers IASD employees only. Community members are not covered under this negotiated agreement.

- C. Stipends will be paid as follows:

Basketball	\$1,500
Cross Country Skiing	\$1,250
Cross Country Running	\$ 750
Volleyball	\$1,000
Student Council Sponsor	\$1,500
Native Youth Olympics	\$1,000
Archery	\$1,000
Other(Battle of the Books, NHS, Academic Decathlon, etc.)	\$500

- D. Coaches and Sponsors, when traveling in conjunction with fulfilling their added duty responsibilities, shall be paid at the District's established (meals) per diem rate (\$50.00).

## **XII. Management Responsibility**

The Board expressly retains all of its rights, powers, and duties to govern and manage the District except as specifically may be limited or abridged by this Agreement or the Public Employment Relations Act.

## **XIII. Grievance Procedure**

### **A. Definitions**

1. A grievance is a claim of an alleged violation, by the District, of the terms of this Agreement.
2. A grievant is the teacher or group of teachers or the Association making the claim.
3. A party in interest is the grievant, any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim, witnesses or representatives.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems which may arise affecting the welfare or working conditions of teachers. Confidentiality will be observed by both parties.

C. Procedures

Grievances shall be processed as rapidly as possible. All grievance hearings shall be held in closed or executive session.

Level One:

A grievant may initiate the procedure by filing a written statement of grievance, citing the relevant provisions of the Agreement, with the person at the lowest administrative level with authority to decide the grievance. A grievance must be submitted within 30 working days of the date the grievant became aware of the violation. A meeting will be held at a mutually acceptable time to discuss the grievance within five (5) days of the receipt of the written statement. The immediate supervisor shall respond in writing with reasons for his/her decision within five (5) days of the meeting. If the grievance is unresolved, the grievance may be appealed to Level Two.

Level Two:

The written grievance may be advanced to Level Two by certified mail or by email, to the District Superintendent within 15 working days of the receipt of response of the Level One. The Superintendent shall conduct a hearing within ten (10) days of receipt of the appeal at a mutually agreeable time and place. At this hearing, the Superintendent shall hear facts, evidence, and the arguments of the representative of the decision-maker and of the grievant. If the Superintendent is the decision-maker at the hearing, he/she shall present the facts, evidence, and argument supporting the decision made, as well as listening to the presentation of the grievant. A written decision must be made within five (5) days from the date of the hearing. If unresolved, the grievant may appeal at Level Three.

Level Three:

The written grievance may be advanced to Level Three by certified mail or by email to the District requesting arbitration within 15 working days of the receipt of the response of the Level Two. The Association or their representative may submit a written grievance by certified mail, where available, or by email to

arbitration. The arbitrator will be selected from the list of arbitrators supplied by the American Arbitration Association (AAA). He/she shall be selected using the procedures of the AAA. The arbitrator shall render his/her written decision within thirty (30) days.

Should the arbitrator be unable to meet the thirty (30) day time frame, the parties shall consider extending the time allowed.

The Alaska Uniform Arbitration Act (**Chapter 43, Title 9, Alaska Statutes**) is incorporated into this article by reference.

D. Miscellaneous Provisions

1. At any level, the grievant may present appropriate witnesses and/or documents and have an Association representative present.
2. All information pertinent to a grievance within the possession or control of the Board or administration shall be made available to the grievant or the grievant representative.
3. When a grievance meeting or hearing is scheduled during a workday or at such a time requiring the grievant and one Association representative to be absent from work because of travel requirements and/or meeting times, administrative leave shall be provided to enable full participation in the meeting or hearing.
4. Any forms, decisions, or documentation related to a grievance shall be filed separately from the employee's personnel file.
5. All decisions shall be in writing and shall be delivered to the Association representative and the grievant. The decision shall set forth the reasons for the conclusion reached.
6. Should the written decision not be given to the grievant within the time limits provided at each level, the grievance may be appealed to the next level.
7. The grievant may choose to represent him/herself in grievance proceedings.
8. The District shall send a copy of decisions to the Association president. The Association president or designee may choose to attend any or all grievance meetings or hearings.
9. No grievant or other participant of a grievance proceeding shall suffer any reprisals because of such participation.

10. Parties shall pay for their own witness and representative costs. They will share the cost of the arbitrator equally.
11. If there is a dispute regarding grievability or arbitrability or a grievance, it shall be heard by the arbitrator selected to hear the grievance. The arbitrator shall rule first on the issue of grievability or arbitrability.
12. All timelines may be extended by mutual agreement.

**XIV. Evaluation**

IASD Board will develop a teacher evaluation plan. Teacher evaluations shall comply with the evaluation plan. The evaluation plan document will be available to all teachers.

**XV. Notification of Non-Renewal**

- A. The Board agrees to notify teachers by certified mail or email regarding the non-renewal of their contracts by February 28. The contract renewal date may be extended by mutual agreement.

**XVI. Reduction in Force**

Reductions in force shall be in accordance with AS 14.20.177.

**XVII. Discipline/Discharge**

No Teacher shall be reprimanded, disciplined, or discharged without just cause.

**XVIII. Assignment/Reassignment**

A. Assignment

The Superintendent shall assign the teacher's duties and work location so that, in the Superintendent's judgment, the best interests of the educational program may be served. Assignment decisions shall not be made in an arbitrary or capricious manner. Assignments shall be delivered to the new teacher upon appointment and to returning teachers no later than the last day of school for the ensuing year.

B. Reassignment

The superintendent may reassign the teacher's duties and/or work location so that, in the Superintendent's judgment, the best interests of the educational program may be served. Reassignment decisions shall not be made in an arbitrary or capricious manner.

1. Voluntary Reassignment

The Superintendent shall give consideration to the written request of the teacher to be reassigned to a specific vacant teaching position for the next school year based on a number of factors, including but not limited to, the teacher's expertise and experience, educational needs of the students, staff and community compatibility, housing needs, and seniority, if all other things are equal.

2. Involuntary Reassignment

Whenever practicable, the teacher shall be given not less than the (10) days prior notice of a reassignment to another community. A teaching couple shall not be assigned or reassigned involuntarily to a work location in a community different from that of the other person.

The District shall seek voluntary transfers first.

When an involuntary reassignment of location is made during the school year, the teacher shall be granted upon request up to five (5) days of compensated leave to put personal affairs in order and to move.

Instead of taking involuntary reassignment, a teacher may request an uncompensated leave for the remainder of the current contract year.

**XIX. Academic Freedom**

- A. It is the intent of both parties to assure that teachers enjoy academic freedom in the District. The teacher shall have the freedom to plan, develop, and implement teaching techniques and methodologies and to present content and materials which are appropriate to the subject, grade, and level taught within the approved curriculum.

Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom of all matters which are relevant to the subject matter under study, assuming that all facts concerning controversial issues shall

be presented in a scholarly and objective manner and assuming that all discussion shall be pedagogically justifiable and be subject to local standards of good taste.

- B. It is recognized that academic freedom is subject to such parameters as established by law, Department of Education regulations, the Code of Ethics of the Professional Teaching Practices Commission, the Board and the Administration.

**XX. Leaves**

A. Association Leave

Twenty-four (24) days of compensated leave shall be granted to the Association. The Association President authorizes the use of this leave, and shall provide written notice of that authorization to the Superintendent.

B. Civic Leave

1. If an employee is elected to one or the other of the State houses of the Legislature, that employee will be entitled to leave without pay for those periods during which the State of Alaska Legislature is in session, subject to the provisions of 14.20.345.
2. If an employee is appointed or elected to any board or Commission of the State, he/she may be granted compensated leave when meetings and travel require time during the work day.

C. Disability Leave

1. A teacher with the District may be granted a leave of absence for temporary disability reasons upon the recommendation of the teacher's physician. The teacher may return to work after the termination of temporary disability or may take a leave of absence for the remainder of the school year. The leave may be extended upon request by the teacher subject to Board approval.
2. The disability leave will not take effect until the teacher's accumulated sick leave, eligible sick leave bank days, and personal leave have been depleted. This is leave without pay.

D. Legal Leave

A teacher called for jury duty or subpoenaed to give testimony before any judicial body or administrative tribunal to which the teacher is not a party or

determined to be a victim in a court or arbitration hearing shall receive full compensation at the daily rate. Any fee received will be remitted to the District.

E. Other Leave

Upon written application stating the reasons for the requested leave, the Superintendent may grant compensated leave in addition to that specified in this article above.

F. Sabbatical

1. Upon written request, the Superintendent, subject to Board approval, may grant the teacher with seven (7) or more consecutive years of District service a sabbatical leave for all or part of a school year.
2. The Board shall consider each application on its merits and shall grant sabbaticals, taking into consideration the potential contribution of the individual to the District's goals and fiscal constraints of the District for the upcoming fiscal year. If granted, the Board shall provide.
  - a. A stipend of one half (1/2) the certified base salary shall be awarded and based on the number of days of approved sabbatical leave.
  - b. Pay the retirement contribution to the TRS or Defined Contribution Plan of the individual during the period of the sabbatical.
  - c. The teacher may choose to have their district-paid health and life insurance coverage by paying half of the costs.

G. Sick Leave

1. Accrual
  - a. The teacher shall accrue sick leave at the rate of one and one third (1 1/3) days per calendar month, or major fraction thereof, of actual service. Accumulation shall be year to year without limit. The eligible accumulated sick leave of current Alaska teachers is transferred to the District with the employee. Teachers must request verification be sent to the District from their former employer.
  - b. Since sick leave is credited at the beginning of the school year,

upon cessation of employment before the end of the school year, the number of sick leave days in excess of days actually earned will be deducted from the teacher's final paycheck.

2. Use

- a. Upon as much notice to the supervisor as is possible, the teacher may use accrued sick leave for the teacher's personal injury, illness, the diagnosis of such illness, or to attend to the welfare of a person in the teacher's household.
- b. Sick leave shall be utilized only for illness of the teacher, or for illness in the teacher's immediate family residing in the household. For purposes of this paragraph, "immediate family" shall be defined as the teacher's child, spouse, parent, and those individuals in an exclusive, financially interdependent, spousal equivalent, relationship with the teacher. The term "child" includes the teacher's biological, adopted or foster child, step-child, or legal ward, and the teacher's minor children not residing in the teacher's household.

3. Emergency Leave

- c. Upon as much notice to the supervisor as possible, the teacher may use accrued sick leave to attend to the serious injury or serious illness of a person in the teacher's immediate family.
- d. A teacher may use accrued sick leave, up to ten (10) days per year, for the death of a person in the teacher's immediate family. Extensions of this time may be granted upon verification of extenuating circumstances. Immediate family shall include a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, uncle, aunt, niece, nephew, or any member of the household. Upon return to work after emergency sick leave, employees shall complete and sign a form stating the reason for the absence.

H. Sick Leave Bank

1. Bank

The Board shall cooperate in the maintenance of a voluntary sick leave bank for all certificated employees (AS 14.14.105). Each certificated employee may elect to join the sick leave bank by contributing one (1)

day of non-refundable sick leave during his/her first or second payroll period of employment of any contract year. For a certificated employee to make use of the sick leave bank, a certificated employee must have elected to join the sick leave bank. Membership in the bank is continuing without further contribution except as proved below. Bank membership shall terminate upon written notice or the Superintendent or termination of employment.

2. Withdrawal

- a. Sick leave may be withdrawn from the bank for the teacher's illness only.
- b. A request for withdrawal of sick leave days must be accompanied by a physician's written statement indicating the necessity and expected duration of the leave.
- c. No days may be withdrawn from the bank until the teacher has exhausted his/her personal leave the personal sick leave, and has been on leave without pay for five (5) consecutive days. The sick leave bank days will be retroactive to the first day of leave without pay.
- d. A teacher may withdraw not more than twenty-four (24) days or twice the number of sick leave days he/she has at the beginning of the school year, whichever is greater.
- e. The member withdrawing and using days from the bank shall not be required to repay the bank for the days withdrawn and used except as a regular contributing member of the bank as provided in section 3b below.
- f. Non-bargaining unit members of the bank will be limited to withdrawing the number of days equal to their year of employment with the District multiplied by a factor of one (1).

3. Bank Balance

- a. The balance of days in the sick leave bank, as of the effective date of this Agreement, shall be the beginning balance for the sick leave bank to be administered pursuant to this Agreement.
- b. If during the school year the sick leave bank becomes depleted, each bank member shall, on the date that the bank becomes depleted, contribute one (1) day of accrued sick leave up to a

maximum of three (3) additional days per member during any work year. Should the member not have a day of accrued sick leave to contribute on the date the bank becomes depleted, the member shall contribute the first day of sick leave he/she has available. The member who meets the requirements to withdraw days from the bank as provided below shall continue to be eligible to withdraw days and shall contribute the first days of sick leave next accrued as provided above. Teachers may voluntarily contribute to the sick leave bank at any time. The sick leave bank balance shall not exceed 400 days. Should a balance of 400 days be achieved, no further sick leave deductions will be taken from members' accrued sick leave.

4. Bank Activity

The sick leave bank shall be administered by the district and the Association in accordance with this Article. Not later than June 30 of each year, the Superintendent shall provide the Association President with an annual report of sick leave bank activity including, but not necessarily limited to, the beginning and ending balances, membership roster, number of days contributed by member, and number of days withdrawn and used by members. Upon request, the Association President may review the records of the sick leave bank during regular office hours.

I. Personal Leave

1. Accrual

The teacher shall accrue personal leave at the rate of four (4) days for the contract year. Unused personal leave shall accumulate from year to year up to a maximum of eight (8) days at the end of any work year. On the first day on duty for the contract year, the teacher shall be pre-credited with the anticipated number of days to be accrued by the end of the year. In the event that the teacher used more days than are actually accrued by the end of the contract year, the excess days shall be deducted from the teacher's final paycheck for the work year.

Unused personal leave will be paid off at the daily rate.

2. Use

Upon not less than twenty-four (24) hours prior notice to the supervisor, the teacher may use accrued personal leave to attend to personal or

family business that cannot be attended to outside of working hours and for the teacher's illness or injury upon the exhaustion of compensated sick leave. In the event of unforeseen or emergency circumstances, this prior notice provision shall be waived. Should a shortage of staff at a site occur due to the personal leave taken, the Supervisor may request that the teacher postpone the personal leave.

J. Professional Development Leave

1. The Board agrees to provide administrative leave for the teacher to attend an in-state conference or visitation consistent with his/her professional development plan upon approval of the Superintendent.
2. The Board agrees to provide administrative leave for the purpose of an out-of-state conference consistent with his/her professional development plan upon approval of the Superintendent.

K. Leave Rights

1. The District shall act upon a request for non-compensated leave in a timely manner and shall notify the teacher in writing promptly after a decision has been made. In the event of a denial of leave, the District shall confer with the teacher upon request.
2. A non-compensated leave shall not be considered a break in service as may be provided under Alaska law or for the purpose of retaining accrued leave, tenure, or any seniority benefits as may be provided under this Agreement except, however, nothing contained herein may be construed to conflict with the provisions of AS 14.20.345 or any other law.
3. The teacher's District-paid insurance benefits, as provided under Article XVII, expire the last days of the month following a non-compensated leave period of more than twenty-one (21) consecutive working days. However, the teacher shall be allowed to purchase the District's group medical coverage as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985. Payment shall begin for the month which follows the month during which the 21<sup>st</sup> day of non-compensated leave occurs.
4. The teacher on approved leave who returns before the end of the current contract year shall be entitled to return to the same site as he/she was assigned prior to the leave. The teacher on approved leave who intends to return for the next contract year shall be entitled to some job in the District.

5.

L. Non Compensated Leave, Long Term

Upon written request, the Superintendent, subject to Board approval, may grant the tenured teacher a non-compensated leave of absence for either or both semesters of a school year.

M. Non-Compensated Leave, Short Term

Upon written request, the Superintendent may grant non-compensated personal leave for any purpose and for any period of time less than a full semester and not extending beyond the end of the current work year.

N. Administrative Time

Administrative time for Special Education teachers with full-time teaching duties will be freed from classroom duties for 2 days per month so they may fulfill their special education responsibilities.

**XXI. Teacher Exchange**

- A. The teacher may apply to the Board for approval to initiate an exchange in an international, inter-state, or intra-state teacher exchange program. For the District teacher on exchange, his/her exchange time will be considered as regular, uninterrupted service to the District. The teacher shall receive health insurance benefits to which he/she would be entitled if not on exchange.
- B. If two District teachers wish to exchange teaching positions for one year, and they each are certified to fill the other's teaching position, they may apply to the Board to make the exchange. At the end of the year's exchange, each teacher may apply to the Board to return to his/her original teaching position with no loss of rights or benefits.

**XXII. Travel Delay**

- A. When a teacher is on District authorized business and is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to administrative leave.
- B. When a teacher on personal business is delayed by transportation difficulties beyond his/her control, no disciplinary action may be taken, and time absent from the job will be charged to personal leave then leave without pay. If District

work is available, the teacher shall be assigned the work and shall be on work status.

**XXIII. Salary Schedule**

- A. The teachers' salary schedules are attached (Attachment A, B, and C). No more than eight (8) years total teaching experience will count for placement. No teacher previously placed shall have his/her placement reduced as a result of this Agreement. Subject to above provisions, experience both in Alaska and outside will be creditable to placement on the salary schedule.
- B. All courses taken for movement across the schedule must have approval by the administration. It is understood that if the district offers a course approval is inherent, but it remains the responsibility of the teacher to provide certified transcripts to the business office.
- C. Effective July 1, 2016, a \$1,000 payment shall be made to each teacher, in lieu of a vertical step advancement, who is no longer eligible for step advancement and is at the MA+0/BA+54 step or higher in their educational lane on the salary schedule. Teachers hired after July 1, 2016 with no previous teaching experience will only qualify for this stipend after they have obtained a master's degree.

**XXIV. Payment Options for Salary Schedule**

- A. The Teacher's annual salary shall be paid in equal semi-monthly installments of the 15<sup>th</sup> and last working day of each month, beginning August 31<sup>st</sup>. Effective FY19, the teacher's annual salary shall be paid in equal semi-monthly installments of the 15<sup>th</sup> and last working day of each month, beginning August 15<sup>th</sup>. The number of paychecks received will be determined by the payment option elected by the teacher.

Teachers working on a 12-month schedule will receive their first paycheck the pay period following their first day of duty in the new fiscal year, but no earlier than 2 weeks from the first day of duty.

Teachers choosing either installment option will be guaranteed the same coverage for health and life insurance, as provided under this agreement.

Such election shall be made in writing, received by the Superintendent on or before the teacher's first day on duty of the work year, and shall remain in effect from year to year unless revoked in writing and received by the Superintendent on or before the teacher's first day on duty of a subsequent year.

Paychecks must be postmarked on or before paydays of the 15<sup>th</sup> and the last working day of the month. If payday falls on a holiday, In-service day, weekend,

or vacation day, the payday will be moved to the preceding work day.

- B. Teachers shall have paychecks automatically deposited in any financial institution by notifying the payroll office in writing. Such automatic deposit shall begin with the next paycheck after the payroll office has been notified.
- C. In the event that an error (computational or clerical) is made, a salary adjustment shall occur. The adjustment shall be retroactive but will not extend into the previous year. If only one paycheck is affected, the adjustment shall be made in a lump sum in the next paycheck. In case of a large error every attempt will be made to work with the teacher to ameliorate the consequences. If more than one paycheck is affected, the adjustment shall be pro-rated on the remaining installments payable for the work year, or within thirty (30) days if there are no remaining installments.

**XXV. Standard Teacher Contract**

- A. The standard teacher's contract shall consist of one hundred eighty-eight (188) days for returning teachers and one hundred ninety (190) days for Teachers new to the District. This will include one hundred eighty (180) days in session and three (3) work days, and five (5) or six (6) paid school holidays. Teachers within the District shall work thirty-seven and one-half (37 ½) hours per week.
- B. All Teachers directly involved in classroom instruction shall have, where practical, the equivalent of at least fifty-five (55) minutes of preparation time in uninterrupted segments no smaller than twenty-five (25) minutes each school day. Preparation time shall not be assigned to other duties without the consent of the teacher. In addition, teachers may also use time during which their classes are receiving instruction from various certificated personnel for preparation time.

**XXVI. Administrative Personnel (Salary)**

Additional pay will be given to reflect the responsibilities of teachers with principal duties. Pay will be determined as follows:

- A. Teachers with principal responsibilities will receive an addendum to their teacher's contract of \$12,500.
- B. Four additional days of work be scheduled at the Superintendent's discretion. Compensation for these additional work days are included in the addendum mentioned above. By June 30th of each year, the Superintendent will notify teachers with principal duties of the specific dates for these four days. Notification can be by e-mail and/or USPS mail. If a teacher with principal duties is hired after June 30th, he/she will be informed of these dates at the time of hire.

- C. If a teacher/principal has a Class B license, s/he will receive an addendum of \$5,000 for performing additional duties.
- D. Teachers who fill in as principal shall receive an addendum of \$50 for each day.

**XXVII. Association Dues Deduction**

- A. The Board shall, upon receipt of written authorization signed by the teacher, deduct in twelve (12) equal payments the annual Association dues. Deductions will begin with the last paycheck in September. Deductions for dues for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by June 1<sup>st</sup>. The amount deducted each pay period shall be remitted to the Association Treasurer.
- B. It is further agreed by and between the Board and the Association that such authorization for deduction of dues shall continue in full force and effect with the Board until the teacher terminates employment or submits a written request to the Association President for revocation of such authorization, provided such request occurs between May 31 and September 15. Should a teacher terminate employment before the end of the contract year the remaining dues shall be deducted from the teacher's final paycheck and remitted to the Association Treasurer.

**XXVIII. Agency Fee**

- A. 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 Board shall place the following clause into each individual teacher's contract: "Teacher authorizes the District to deduct an amount equal to the Association dues from my pay, and to remit said deduction to the Iditarod Education Association".
- B. The Association will advise the District of the appropriate amount of the Association dues, fees, assessments, and/or contributions.
- C. The Board shall then deduct an amount equal to the local, state, and national dues from the monthly paychecks of the teacher who does not become a member of the Association on or before October 15<sup>th</sup> of each year.

Said deduction shall be made in the same manner and transmitted to the Association at the same time as the regular membership deductions.

- D. Teachers who claim a bona-fide religious conviction which prohibits their contributing their fair share to the Association shall be referred to the Labor Relations Agency.
- E. The Association will establish and maintain an internal procedure for dealing with objections from fee payers who do not want their fees expended for purposes other than those activities necessarily or reasonably incurred by the Association for the purpose of performing the duties of an exclusive representative.
- F. The Association hereby agrees that it will indemnify and hold the Iditarod Area School District, together with its Board members, administrators, officers, agents, and teachers harmless from any claim of any nature connected with or arising out of the implementation of an agency fee arrangement, whether such claims are initiated by teachers or by any other persons. Without limiting the scope of this indemnification and hold-harmless obligation, the Association agrees to:
  - 1. assume the defense against any such claim,
  - 2. pay any attorney's fees and costs associated with the defense against any such claims,
  - 3. pay the full amount of any adverse judgments or award resulting from such claims, including costs, attorney's fees, and interest.

## **XXIX. Insurance**

- A. Self-Insurance Program
  - 1. The district accepts full liability for the implementation of the insurance coverage negotiated with the teachers. The District will assist teachers experiencing difficulties with claims and other insurance matters.
  - 2. The district shall provide medical, eye, audio and dental insurance for each teacher, and the teacher's spouse and dependents. Domestic Partners will be covered. A new teacher becomes enrolled in the group insurance plan on the first day of the month following employment. In the case of a teaching couple, each teacher shall receive the benefits of medical insurance.

The District will make reasonable efforts to maintain the FY17 health

coverage and benefits at no additional cost to the teachers. If the Iditarod Area School District is required to make changes to health coverage and benefits, the teachers will be consulted on alternative options.

Any proposed change will be reviewed by the joint IEA and IASD Insurance Committee prior to implementation.

3. The District shall enroll in a Section 125 plan for its teachers.
4. Emergency medical travel expenses by certified employees will be reimbursed by the insurance program when certification of medical necessity signed by a qualified healthcare provider or a doctor is presented. Emergency medical travel is defined as medical treatment that requires immediate attention not available on site.
5. A joint IEA and IASD Insurance Committee will be formed to research and present all findings concerning health insurance carrier(s) and plan(s). (Health, life and accidental death and dismemberment). The committee will make recommendations to the Board on the District's insurance coverage.

**B. Life Insurance**

1. The Board agrees to provide \$50,000.00 life insurance for each teacher employed by the District enrolled in the health insurance plan. Every teacher will be given the option of purchasing supplemental life insurance at his/her expense.
2. The District shall provide each teacher enrolled in the health insurance plan \$50,000.00 of accidental death and dismemberment insurance. Every teacher will be given the option of purchasing supplemental accidental death and dismemberment insurance at his/her expense, if available.

**XXX. Assault and Personal Injury**

- A. The Superintendent will inform all employees of the proper authorities to notify in case of assault or threat to life or property.
- B. In case of assault or threat upon a teacher and/or his/her family or property, the employee will file a formal complaint to the proper authority and notify his/her immediate supervisor.
- C. The Superintendent may grant administration leave to remove an individual in

the event of assault or serious threat to life or property.

- D. The Superintendent will assist in any action to insure that the health and welfare of the employee is protected, and will monitor the conditions of the teacher's work upon his/her return to insure a program of administrative support for the teacher.

**XXXI. Hazardous and Unsafe Conditions**

The IASD will make reasonable provisions for the safety and health of its employee during the hours of their employment. It is understood that there is a mutual obligation on the parts of management and employees to promote a safe workplace.

**XXXII. Use of District Equipment and Facilities**

- A. The teacher shall be provided appropriate supplies, technology and access to a teacher workroom.
- B. The Association may use designated District equipment and facilities at reasonable times outside the teacher work day upon approval of the building administrator. The Association shall be responsible for the reasonable care and security of District property and shall promptly reimburse the District for materials used, for any extra custodial services required, and for any loss or damage of District property attributable to its use by the Association.
- C. The Association may post materials on designated bulletin boards and may distribute materials in teacher mailboxes. The District shall not be responsible for the loss or damage of Association materials posted or distributed under the provisions of this section.

**XXXIII. Travel Stipend**

By September 30<sup>th</sup> of each year or within thirty (30) days of initial hire, whichever is later, the District will provide each teacher with an eight hundred dollars (\$800.00) stipend to defray the cost of travel.

**XXXIV. Housing**

- A. Information

The District shall provide the prospective teacher (and the involuntarily transferred teacher) with information and assistance related to housing in accordance with AS 14.14.090(8).

B. Housing Committee

The District and the Association shall form a committee for the purpose of ensuring that all district teachers have access to housing that is safe and secure and takes into account what each teacher deems adequate in condition, cost and size. The committee recommendations will be forwarded to the Board.

**XXXV. Tuition Reimbursement**

- A. District shall pay actual tuition cost incurred by each teacher to complete their six (6) Alaska Studies credits that are required to receive a Professional Teaching Certificate.
- B. The District shall pay actual tuition cost incurred by each teacher up to \$200.00\_per graduate semester credit hour and up to \$125.00\_per hour per undergraduate semester credit hour for courses, up to a maximum of three (6) semester hours per school year.
- C. Courses must be approved by the superintendent to ensure that the course applies directly to the teacher's area of instruction or of an area on instruction directly beneficial to educational program(s) in the district.
- D. Verification of completion will be provided through the submission of an official grade slip. An official transcript will be required only if a teacher is moving across a lane on the salary schedule.

**XXXVI. Service Recognition Credit**

Teachers will accrue a service recognition credit of \$500 each year. The accumulated credit of \$1500 will be paid at the end of year three. Teachers hired during this three year negotiated agreement will start their service recognition credit from hire date for three consecutive years and paid after completing 3 years of services.







