TO: Board of Education  
FROM: Dr. Robbie L. Swint, Jr., Superintendent  
DATE: May 18, 2022  
AGENDA ITEM: A  
MEMO NUMBER: 51  
SUBJECT: Negotiated Agreement: 2022-2025  
SCHOOL YEAR: 2021-2022

**ACTION ITEM**

**PERTINENT FACTS:**

Teams representing the Unalaska Education Association (UEA) and the Unalaska City School District (UCSD) met on April 25-27, 2022, to negotiate the terms and conditions of the teachers’ collective bargaining agreement. Mrs. Joni Scott, UEA President, sent Dr. Swint and Unalaska School Board a letter dated November 14, 2021, to request to have a traditional negotiation and we agreed. This process is where the negotiation teams shall consist of no more than three (3) members each. We had two (2) members from each team.

The teams agreed to a three-year contract, July 1, 2022 to June 30, 2025. The teachers will receive a 3% increase the first year, 2% increase the second year, and 3% increase the third year. Additionally, for each year of the contract, Teachers who are paid at Step 13, will receive an additional $1,750.

The teams also agreed to: (1) placement on the salary schedule will be based on a 189 day contract, including 3 professional work days, 6 paid legal holidays, 5 in-services, and 175 student contact days; (2) an increase of a one-time relocation allowance of $3,000 to $3,500; (3) the professional development can be used during the three-year negotiated agreement; (4) membership in the sick leave bank opportunity is available upon hire or at the start of a new school year; (5) an increase of the life insurance from $5,000 to $10,000; and (6) an increase in extra duty salary from $210 per week to $250 per week.

The UEA met and ratified the new negotiated agreement on April 26, 2022.

**FISCAL NOTE:**
The 3% teacher increase for FY23 totals are $115,575.00; the 2% teacher increase for FY24 totals are $79,361.50; and the 3% teacher increase for FY25 totals are $121,423.10. These totals do not include benefits.

**RECOMMENDATION:**

Administration recommends that the Board approve the Negotiated Agreement between the Unalaska Education Association and the Unalaska City School Board: July 1, 2022 – June 30, 2025.

Attachment:
Negotiated Agreement – 2019-2022
Negotiated Agreement – 2022-2025
NEGOTIATED AGREEMENT

between the
UNALASKA EDUCATION ASSOCIATION

and the
UNALASKA CITY SCHOOL BOARD

July 1, 2019 - June 30, 2022
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ARTICLE I - GENERAL PROVISIONS

A. Definitions

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

B. Unalaska Education Association

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

C. Scope of Agreement

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

D. Savings Clause

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

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

ARTICLE II - NEGOTIATIONS PROCEDURE

The Association and the District negotiating teams support the collaborative bargaining process and expect that, in future negotiations, this process will be considered. The Association and the District will strive to meet collaboratively twice a year during each year of this agreement. There will be a meeting between the District and the Association by November 15, 2021 to establish the process and the timeline of bargaining. If both sides agree to collaborative bargaining, teams will use procedures found in B, C, and D in Article II. If both sides do not agree to collaborative bargaining, then positional bargaining will be used for negotiation, using the procedures found in Article II, A, B, C & D.

A. Procedure

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

B. Negotiating Team

The negotiation teams shall consist of no more than three members each. At least one member of the District's team will be a Board member and at least one member of the Association’s team will be an Association member. Each team will determine the composition of its respective team members.

C. Impasse Resolution

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

D. Ratification

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

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

C. General Conditions

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

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

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

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

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

6. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the file shall not be required. The grievant may request that the final decision be placed in the personnel file.

7. If it is necessary for a grievant or Association representative(s) or witnesses to attend a Board hearing during the workday, the Superintendent shall grant administrative leave for the purpose of attending the hearing.
8. No reprisal shall be taken against any person for participating in the grievance process.

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

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

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

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

D. Processing Grievances

Level One:

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

Level Two:

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

Level Three:

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

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

ARTICLE IV - CONTRACT DAYS AND HOURS

A. Contract Days

Placement on the salary schedule will be based on a 195 day contract, including professional work days, paid legal holidays, and 183 student contact days, including two full days per semester (not meeting the “minimal day in session” requirement) for Parent – Teacher conferences. A day meeting the “minimum day in session” requirement shall be scheduled at the end of each quarter to allow teachers a duty-free time for grading.

B. Length of Work Day

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

C. Preparation Periods

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

D. Teacher Work Days

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

Non-tenured teachers shall be given official written notice by May 15 of the Board’s intention to issue or not to issue them a contract for the following year. Tenured teachers shall be notified as specified in statute.

ARTICLE VI - REDUCTION IN STAFF - TENURED STAFF

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

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

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

D. Teachers not retained by the School District due to decrease in enrollment or funding will be given preference for rehire consistent with the length of service in the District if all the following conditions prevail:
   1. The teacher has a current application on file with the District office;
   2. The teacher meets the job qualifications for the vacancy as determined by the District;
   3. The teacher has been a contracted employee for 140 days.

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

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

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

ARTICLE VII - COMPENSATION

A. Teachers’ Basic Salary Schedule

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

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

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

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

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

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

   4) B + 54 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.

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\(^1\) Continuing Education Unit means a credit awarded for at least 15 contact hours of participation in an organized continuing education experience by a regionally accredited institution of higher education, or by an organization that has been approved for the granting of continuing education credit by the national organization that represents the field of study or professional membership in which the credit is being granted.
5) B + 54 with Master's Equivalency: Official transcripts must be submitted showing 54 semester hours, of which 30 are graduate credits reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.

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

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

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

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

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

C. Contract Extensions

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

2. Compensation for conducting summer school classes in Unalaska shall be calculated at the daily rate of the completed annual contract when instruction requires a teaching certificate as determined by the District.

3. Special project contracts may be written for amounts not related to the salary schedule.
D. Extra Pay Schedule

(See Appendix A)

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

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

E. Stipend for Re-Certification

After initial State of Alaska regular certification, the Board will reimburse, with supporting receipts and transcripts, up to one hundred dollars ($100.00) for each credit hour earned up to six (6) hours required for the Professional Teacher Certificate. Such reimbursement will be paid within fifteen (15) working days after the teacher has submitted the necessary documents and request.

F. Physical Examination Reimbursement

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

G. Scheduled Pay Periods

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

H. Prorated Benefits

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

I. Longevity Bonus

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

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

Teachers who hold an endorsement from the State of Alaska for English as a Second Language shall receive a $1,000 increase in yearly salary for each year of this contract.

K. Relocation Allowance

A one-time relocation allowance of up to $3,000 will be paid to newly hired teachers who reside outside the City of Unalaska, Alaska. To be eligible for this benefit, teachers must provide receipts for actual moving expenses.

L. Teacher Attendance Incentive Program

During the term of this contract (July 1, 2019 – June 30, 2022), a teacher will be paid $150 for each day of sick leave over eight (8) accrued during that school year but not used. For purposes of this Incentive Program, the amount of pay will be determined as follows: (Total Number of Sick Leave Days Accrued in that School Year) – (Total Number of Sick Leave Days Used in that School Year) = Total Number of Days Not Used greater than eight (8). To be eligible for this Incentive Program, the teacher must be a full-time certified teacher on a full one-year contract (1.0 FTE). This Incentive Program will not reduce the teacher’s number of sick leave days (it is not a buy-back program). The incentive set out in this provision will be paid after the last contract day and on or before June 30th of the fiscal year. This provision will sunset and be of no further force or effect as of June 30, 2022. If, for any reason, this Incentive Program is determined to not be in compliance with any applicable law, this Incentive Program will cease immediately.

ARTICLE VIII - LEAVES

A. Conditions

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

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

The District may require verification of conditions necessitating leave.
B. Leaves with Pay

1. Sick leave shall be granted according to law. Teachers must provide documentation from a medical provider whenever sick leave is requested for more than three (3) consecutive days or when sick leave is requested in combination with personal leave or when sick leave is requested immediately before or immediately after school holidays or vacations. A false statement by a teacher regarding sick leave is sufficient grounds for cancellation of the contract and revocation of the certificate (4 AAC 15.040). The District and the Association agree that teachers will make every reasonable effort to minimize travel under sick leave.

2. Personal leave will be granted to all certified staff at the rate of five (5) days annually up to a limit of ten (10) days.
   a. Personal leave may not be used during the first or last five (5) days of the school calendar.
   b. Personal leave may not be used during a school in-service program involving the general staff.
   c. Not more than three (3) staff members may be on personal leave any day of the school calendar.
   d. Unused personal leave days may be converted to cash at the teacher's daily rate as set forth in the teacher’s contract. Any personal leave in excess of ten days will be reimbursed automatically at the end of the school year.

3. Emergency leave shall be granted for impending death or death in the immediate family. Each employee may take a maximum of five (5) days.

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

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

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

C. Professional Development Reimbursement

Full-time teachers will be reimbursed up to $2,500 once during the term of this contract (July 1, 2019 – June 30, 2022) for professional development expenses. The District and the Association agree that only conferences, workshops or classes that support the teacher’s primary teaching duties will be approved.

Professional development expenses include: All transportation costs to and from the conference or workshop location, including air fare and ground transportation, lodging, conference and/or course fees. Professional development expenses do not include food, supplies, entertainment or side trips. To be eligible for this benefit, teachers must provide receipts for actual costs of professional development.

Teachers must use Personal Leave for travel and attendance at conferences per the requirements set forth in Article III – Section B, or attend conferences, workshops or classes during the summer or on days when school is not in session. Teachers must submit a written request to the superintendent or designee 3 weeks prior to the conference or class start date. The superintendent or designee will provide a written response, whether approving or denying the teacher’s request at least 2 weeks prior to the conference or class start date. The written response will include reasons for denying a request. A form will be provided for employees who wish to apply for this benefit.

D. Leaves without Pay

1. The conditions for leaves of absence without pay shall be granted according to Alaska State Statute Section 14.20.345, 39.20.500 et. seq., the FMLA and Appendix C.

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

E. Legal Leave/Jury Duty

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

A. Purpose

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

B. Eligibility

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

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

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

C. Governing Committee

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

D. Application Procedure

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

E. Regulations and Limitations

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

2. The governing committee will administer the sick leave bank and their decisions will be final and not grievable.
3. Upon request, the Association shall be given a written accounting of its accumulated sick leave bank days.

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

ARTICLE X - PERSONNEL FILES

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

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

2. Material originating within the District which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and the opportunity to affix their signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

3. The teacher shall have the right to respond in writing to any material filed, and such response shall be included in the file.

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

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

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

A. Voluntary Reassignment

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

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

B. Involuntary Reassignment

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

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

ARTICLE XII - ASSOCIATION RIGHTS

A. Association Use of School Facilities

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

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

B. Association Leave

At the beginning of each school year, the Association shall be provided with twelve (12) days of non-accumulative paid leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Board is not liable for such activities' expense.

C. Access to Information

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

D. Continuing Membership

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

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

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

A. Health Insurance

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

B. Health Insurance Committee

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

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

C. Life Insurance

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

D. Liability Insurance

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

E. Property Damage

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

ARTICLE XIV - EVALUATION PROCEDURES

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

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

B. Each non-tenured teacher will be evaluated at least two (2) times each school year. Each tenured teacher will be evaluated at least one time each year. All evaluations and post-evaluation administrator/teacher conferences will be completed prior to notification dates outlined in Article V of this agreement.
C. The evaluator and evaluatee shall continue to work together on any plans for improvement that were made a part of the evaluation.

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

ARTICLE XV - TEACHER RIGHTS

A. Assignment of Student Grades

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

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

B. Academic Freedom

Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of the appropriate course content and within the planned instructional program as determined by the Board. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion with the class on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste as determined by the District policy or regulation.

It is further agreed between the parties that this Article shall not apply to routine differences of opinion, or disagreements among the faculty or between the faculty and the Administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom as defined above has been clearly and positively breached by some specific, definitive act, or order of the Administration or Board.
ARTICLE XVI - DURATION OF AGREEMENT

This agreement is the sole and complete agreement between the parties and shall become effective July 1, 2019 upon being ratified by a majority of members of the School Board and a majority of members of the Unalaska Education Association. This Agreement shall continue in full force and effect through June 30, 2022, with the exception of the following:

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

Unalaska District School Board
By: [Signature]
Frank Kelty, Board President

Unalaska Education Association
By: [Signature]
Shawna Rudio, UEA President

Negotiating Team Members:

Kyle Holloway, Association Member
[Signature]

John Scott, Association Member
[Signature]

Frank Kelty, Board Member
[Signature]

John Conwell, Superintendent
[Signature]

Signed this 12th day of September, 2019
Appendix A

Extra Duty Salary Schedule

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

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

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District-approved Clubs:
- Art, Battle of the Books, Business Professionals of America,
- World Language, Pep Club, Skills USA,

National Ocean Science (Tsunami Bowl) $1,000 $50

District-approved Academic Competitions:
- Geography Bee, Spelling Bee, Poetry Out Loud $500
- Senior & Junior Class Advisor $1,200
- Freshman & Sophomore Class Advisor $600
- Honor Society & Student Government $1,000 $50
- Publications W/Class $1,000 $50
- Assistant Coaches Fund* $7,500

Extra Duty not included in the above and approved in advance by the District will be compensated at the rate of $25/hour.

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

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

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

*A maximum of one paid assistant coach per varsity team at the discretion of the District. The stipend for each assistant coach is $1,000 + $50 per year up to 6-years experience.
Appendix B

Supplemental Pay Scale

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

$25.00 per hour. Activities in this range include SAT (Student Assistance Team) members, Saturday School W/O Remediation, Back-to-School night, student registration night, attendance at IEP meetings after the scheduled work day and other activities subject to prior written administrative approval. Activities in this range include academic remediation.

$40.00 per hour. Activities in this range include: teaching a class during certificated staff member’s prep period, and others requiring lesson plans and/or remedial teaching subject to prior written administrative approval. Certificated Staff must sign a contract for the entire year to provide this activity.

Decision to fund any activity and who will be offered said position shall be at the discretion of the District.
Appendix C

LEAVE WITHOUT PAY
FAMILY AND MEDICAL LEAVE

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

1. Certificated employees taking leave pursuant to AS 39.20.500(b) shall be required to use all accrued paid leave to which the employee is entitled.

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

3. If a parent or 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.

4. Family leave pursuant to AS 39.20.500(b)(1) may not be taken on an intermittent or reduced leave schedule. Leave pursuant to AS 39.20.500(b)(2), (3) may be taken on an intermittent or reduced schedule only when medically necessary (and stated in writing by the attending medical provider). If leave pursuant to AS 39.20.500(b)(2), (3) would constitute at least 20% of the total number of working days in the period during which leave would extend, the District may require the employee to take leave in a block (not intermittently or on a reduced schedule) for the entire period, not to exceed the duration of the planned medical treatment.

5. There are circumstances in which instructional employees may be required to take leave through the end of the semester.

   a. If an instructional employee begins FMLA leave more than five weeks prior to the end of a semester, the District may require the employee to continue taking leave until the end of the semester if the leave is of at least three weeks duration and the return to employment would occur during the final three weeks of the semester.

   b. If an instructional employee begins FMLA leave during the last five weeks of the semester that will last more than two weeks and would return the employee to work during the final two weeks of the semester, the District may require the teacher to continue taking leave until the end of the semester.
c. If an instructional employee begins FMLA leave during the final three weeks of the semester that will last more than five working days, the District may require the teacher to continue to take leave until the end of the semester.

6. A certificated employee entitled to leave under AFLA and FMLA will be granted leave in accordance with whichever law is most beneficial to the teacher.
Appendix D

UNALASKA CITY SCHOOL DISTRICT FY 20
SALARY SCHEDULE

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The Association and the District agree that the provision to pay teachers an “off schedule” amount of $750 in September, 2019, stated in the Memorandum of Agreement dated April 5, 2019, will be considered null and void.

For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,500. This amount ($1,500) is non-accumulative.
# UNALASKA CITY SCHOOL DISTRICT FY21 SALARY SCHEDULE

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For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,500. This amount ($1,500) is non-accumulative.
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For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,500. This amount ($1,500) is non-accumulative.
NEGOTIATED AGREEMENT

between the

UNALASKA EDUCATION ASSOCIATION

and the

UNALASKA CITY SCHOOL BOARD

July 1, 2022 - June 30, 2025
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<th>Section</th>
<th>Page</th>
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<td>Grievance Procedure</td>
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<td>Appendix A – ExtraDuty Salary Schedule</td>
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<td>Appendix D - Salary Schedules FY20, FY21, FY22</td>
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ARTICLE I - GENERAL PROVISIONS

A. Definitions

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

B. Unalaska Education Association

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

C. Scope of Agreement

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

D. Savings Clause

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

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

ARTICLE II - NEGOTIATIONS PROCEDURE

The Association and the District negotiating teams support the collaborative bargaining process and expect that, in future negotiations, this process will be considered. The Association and the District will strive to meet collaboratively twice a year during each year of this agreement. There will be a meeting between the District and the Association by November 15, 2021 to establish the process and the timeline of bargaining. If both sides agree to collaborative bargaining, teams will use procedures found in B, C, and D in Article II. If both sides do not agree to collaborative bargaining, then positional bargaining will be used for negotiation, using the procedures found in Article II, A, B, C & D.

A. Procedure

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

B. Negotiating Team

The negotiation teams shall consist of no more than three members each. At least one member of the District's team will be a Board member and at least one member of the Association's team will be an Association member. Each team will determine the composition of its respective team members.

C. Impasse Resolution

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

D. Ratification

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

**ARTICLE III - GRIEVANCE PROCEDURE**

A. **Definition**

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

B. **Purpose**

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

C. **General Conditions**

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

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

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

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

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

6. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the file shall not be required. The grievant may request that the final decision be placed in the personnel file.

7. If it is necessary for a grievant or Association representative(s) or witnesses to attend a Board hearing during the workday, the Superintendent shall grant
administrative leave for the purpose of attending the hearing.

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

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

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

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

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

D. Processing Grievances

Level One:

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

Level Two:

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

Level Three:

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

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

ARTICLE IV - CONTRACT DAYS AND HOURS

A. Contract Days

Placement on the salary schedule will be based on a 189-day contract, including professional workdays (which will include two full days per semester that may not meet the minimal “day in session” statutory requirement for Parent - Teacher conferences), six (6) paid legal holidays, five (5) in-service days, and 175 student contact days. A day meeting the "minimum day in session" requirement shall be scheduled at the end of each quarter to allow teachers a duty-free time for grading.

B. Length of Work Day

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

C. Preparation Periods

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

D. Teacher Work Days

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

Non-tenured teachers shall be given official written notice by May 15 of the Board's intention to issue or not to issue them a contract for the following year. Tenured teachers shall be notified as specified in statute.

ARTICLE VI - REDUCTION IN STAFF - TENURED STAFF

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

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

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

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

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

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

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

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

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

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

ARTICLE VII - COMPENSATION

A. Teachers' Basic Salary Schedule

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

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

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

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

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

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

   4) B + 54 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.

\(^1\) Continuing Education Unit means a credit awarded for at least 15 contact hours of participation in an organized continuing education experience by a regionally accredited institution of higher education, or by an organization that has been approved for the granting of continuing education credit by the national organization that represents the field of study or professional membership in which the credit is being granted.
5) B + 54 with Master's Equivalency: Official transcripts must be submitted showing 54 semester hours, of which 30 are graduate credits reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.

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

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

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

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

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

C. Contract Extensions

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

2. Compensation for conducting summer school classes in Unalaska shall be calculated at the daily rate of the completed annual contract when instruction requires a teaching certificate as determined by the District.

3. Special project contracts may be written for amounts not related to the salary schedule.
D. Extra Pay Schedule

(See Appendix A)

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

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

E. Stipend for Re-Certification

After initial State of Alaska regular certification, the Board will reimburse, with supporting receipts and transcripts, up to one hundred dollars ($100.00) for each credit hour earned up to six (6) hours required for the Professional Teacher Certificate. Such reimbursement will be paid within fifteen (15) working days after the teacher has submitted the necessary documents and request.

F. Physical Examination Reimbursement

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

G. Scheduled Pay Periods

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

H. Prorated Benefits

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

I. Longevity Bonus

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

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

Teachers who hold an endorsement from the State of Alaska for English as a Second Language shall receive a $1,000 increase in yearly salary for each year of this contract.

K. Relocation Allowance

A one-time relocation allowance of up to $3,500 will be paid to newly hired teachers who reside outside the City of Unalaska, Alaska. To be eligible for this benefit, teachers must provide receipts for actual moving expenses. If receipts are not provided or do not exceed the $3,500 amount, the newly hired teacher will receive the difference in the form of a taxable bonus.

L. Teacher Attendance Incentive Program

During the term of this contract (July 1, 2022 – June 30, 2025), a teacher will be paid $150 for each day of sick leave over eight (8) accrued during that school year but not used. For purposes of this Incentive Program, the amount of pay will be determined as follows: (Total Number of Sick Leave Days Accrued in that School Year) - (Total Number of Sick Leave Days Used in that School Year) = Total Number of Days Not Used. A teacher will be entitled to pay for the Total Number of Days Not Used greater than eight (8). To be eligible for this Incentive Program, the teacher must be a full-time certified teacher on a full one-year contract (1.0 FTE). This Incentive Program will not reduce the teacher’s number of sick leave days (it is not a buy-back program). The incentive set out in this provision will be paid after the last contract day and on or before June 30th of the fiscal year. This provision will sunset and be of no further force or effect as of June 30, 2022. If, for any reason, this Incentive Program is determined to not be in compliance with any applicable law, this Incentive Program will cease immediately.

ARTICLE VIII - LEAVES

A. Conditions

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

Controlled leaves (personal/professional) will be capped (limited) at 10% of the total teaching staff per day. Excess days may be approved by the Superintendent or the Superintendent's designee.
Negotiated Agreement  
July 1, 2022 - June 30, 2025

The District may require verification of conditions necessitating leave.

B. LEAVES WITH PAY

1. Sick leave shall be granted according to law. Teachers must provide documentation from a medical provider whenever sick leave is requested for more than three (3) consecutive days or when sick leave is requested in combination with personal leave or when sick leave is requested immediately before or immediately after school holidays or vacations. A false statement by a teacher regarding sick leave is sufficient grounds for cancellation of the contract and revocation of the certificate (4 AAC 15.040). The District and the Association agree that teachers will make every reasonable effort to minimize travel under sick leave.

2. Personal leave will be granted to all certified staff at the rate of five (5) days annually up to a limit of ten (10) days.

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

   b. Personal leave may not be used during a school in-service program involving the general staff.

   c. Not more than three (3) staff members may be on personal leave any day of the school calendar.

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

3. Emergency leave shall be granted for impending death or death in the immediate family. Each employee may take a maximum of five (5) days.

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

4. Other emergency leaves, including bereavement, for personal reasons may be granted at the discretion of the Superintendent.

5. Unavoidable air travel leave shall be granted teachers when returning from vacations, and use of personal leave, or Association leave when the absence is due to air conditions beyond their control. Such employee shall not be penalized by
loss of earned personal leave or sick leave, unless he/she fails to take the first available flight back to Unalaska. Teachers will make every reasonable effort to take the next available flight (activity seeking standby). Personal leave can be granted as per the Negotiated Agreement; otherwise, it will be considered leave without pay. This leave shall be limited to three (3) days per year per person.

C. Professional Development Reimbursement

Full-time teachers will be reimbursed up to $3,000 during the term of this contract (July 1, 2022 – June 30, 2025) for professional development expenses. The District and the Association agree that only conferences, workshops or classes that support the teacher's primary teaching duties will be approved.

Professional development expenses include: All transportation costs to and from the conference or workshop location, including air fare and ground transportation, lodging, conference and/or course fees. Professional development expenses do not include food, supplies, entertainment or side trips. To be eligible for this benefit, teachers must provide receipts for actual costs of professional development, proof of attendance, and completion.

Teachers must use Personal Leave for travel and attendance at conferences per the requirements set forth in Article III – Section B, or attend conferences, workshops or classes during the summer or on days when school is not in session. Teachers must submit a written request to the superintendent or designee 3 weeks prior to the conference or class start date. The superintendent or designee will provide a written response, whether approving or denying the teacher's request at least 2 weeks prior to the conference or class start date. The written response will include reasons for denying a request. A form will be provided for employees who wish to apply for this benefit.

D. Leaves without Pay

1. The conditions for leave of absences without pay shall be granted according to Alaska State Statute Section 14.20.345, 39.20.500 et. seq., the FMLA and Appendix C.

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

E. Legal Leave/Jury Duty

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

A. Purpose

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

B. Eligibility

1. Membership in the sick leave bank opportunity is available upon hire or at the start of a new school year as set out below.

2. Any certified member of the bargaining unit may only become a member of the sick leave bank on or before the first student contact day in September, upon approval by the Superintendent and teacher representative, provided the certificated member has sufficient accrued days from which to contribute to the bank. Becoming a member may be accomplished by contributing two (2) days of sick leave to the bank. The total days contributed by the teachers will be matched by the Board.

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

C. Governing Committee

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

D. Application Procedure

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

E. Regulations and Limitations

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

2. The governing committee will administer the sick leave bank and their decisions will be final and not grievable.
3. Upon request, the Association shall be given a written accounting of its accumulated sick leave bank days.

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

ARTICLE X - PERSONNEL FILES

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

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

2. Material originating within the District which is derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material and the opportunity to affix their signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

3. The teacher shall have the right to respond in writing to any material filed, and such response shall be included in the file.

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

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

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

A. Voluntary Reassignment

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

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

B. Involuntary Reassignment

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

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

ARTICLE XII - ASSOCIATION RIGHTS

A. Association Use of School Facilities

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

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

B. Association Leave

At the beginning of each school year, the Association shall be provided with twelve (12) days of non-accumulative paid leave to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Board is not liable for such activities' expense.

C. Access to Information

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

D. Continuing Membership

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

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

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

A. Health Insurance

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

B. Health Insurance Committee

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

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

C. Life Insurance

The District will provide for the employee, at Board expense, optional life insurance in the amount of $10,000.

D. Liability Insurance

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

E. Property Damage

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

ARTICLE XIV - EVALUATION PROCEDURES

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

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

B. Each non-tenured teacher will be evaluated at least two (2) times each school year. Each tenured teacher will be evaluated at least one time each year. All evaluations and post-evaluation administrator/teacher conferences will be completed prior to notification dates outlined in Article V of this agreement.
C. The evaluator and evaluate shall continue to work together on any plans for improvement that were made a part of the evaluation.

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

ARTICLE XV - TEACHER RIGHTS

A. Assignment of Student Grades

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

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

B. Academic Freedom

Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of the appropriate course content and within the planned instructional program as determined by the Board. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion with the class on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste as determined by the District policy or regulation.

It is further agreed between the parties that this Article shall not apply to routine differences of opinion, or disagreements among the faculty or between the faculty and the Administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom as defined above has been clearly and positively breached by some specific, definitive act, or order of the Administration or Board.
ARTICLE XVI - DURATION OF AGREEMENT

This agreement is the sole and complete agreement between the parties and shall become effective July 1, 2022 upon being ratified by a majority of members of the School Board and a majority of members of the Unalaska Education Association. This Agreement shall continue in full force and effect through June 30, 2025, with the exception of the following:

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

Unalaska District School Board
By: ____________________________
Jolene Longo, Board President

Unalaska Education Association
By: ____________________________
Joni Scott UEA President

Negotiating Team members:

________________________________________
Dr. Robbie Swint Jr., Superintendent

________________________________________
Riley Spetz UEA Associate

________________________________________
Jolene Longo, Board Member

________________________________________
Kent Russell UEA Associate

Signed this _____________________________ day of ____________________________, 2022
Appendix A Extra Duty Salary Schedule

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Weekly Pay</th>
<th>Max Experience</th>
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<tbody>
<tr>
<td>Basketball</td>
<td>$250/week+ $250/week+</td>
<td>$50</td>
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<tr>
<td>Wrestling</td>
<td>$250/week+ $250/week+</td>
<td>$50</td>
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<tr>
<td>Volleyball</td>
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</tr>
<tr>
<td>Swim Team</td>
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<td>$50</td>
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<tr>
<td>NYO Team</td>
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<td>$50</td>
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<tr>
<td>Cross Country</td>
<td>$250/week+ $250/week+</td>
<td>$50</td>
</tr>
<tr>
<td>District-approved Clubs:</td>
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<td></td>
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<tr>
<td>Art, Battle of the Books, Business Professionals of America, World Language, Pep Club, Skills USA, National Ocean Science (Tsunami Bowl)</td>
<td>$1,000</td>
<td>$50</td>
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<tr>
<td>District-approved Academic Competitions:</td>
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<tr>
<td>Geography Bee, Spelling Bee, Poetry Out Loud</td>
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<tr>
<td>Senior &amp; Junior Class Advisor</td>
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<tr>
<td>Freshman &amp; Sophomore Class Advisor</td>
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<tr>
<td>Honor Society &amp; Student Government</td>
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<tr>
<td>Publications W/Class</td>
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<tr>
<td>Assistant Coaches Fund*</td>
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</table>
Negotiated Agreement  
July 1, 2022 - June 30, 2025

Extra Duty not included in the above and approved in advance by the District will be compensated at the rate of $25/hour.

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

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

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

*A maximum of one paid assistant coach per varsity team at the discretion of the District. The stipend for each assistant coach is $1,000 + $50 per year up to 6-years’ experience.

Appendix B

Supplemental Pay Scale

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

$25.00 per hour. Activities in this range include SAT (Student Assistance Team) members, Saturday School W/O Remediation, Back-to-School night, student registration night, attendance at IEP meetings after the scheduled work day and other activities subject to prior written administrative approval. Activities in this range include academic remediation.

$40.00 per hour. Activities in this range include: teaching a class during certificated staff member's prep period, and others requiring lesson plans and/or remedial teaching subject to prior written administrative approval. Certificated Staff must sign a contract for the entire year to provide this activity.

Decision to fund any activity and who will be offered said position shall be at the discretion of the District.
Appendix C

LEAVE WITHOUT PAY
FAMILY AND MEDICAL LEAVE

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

1. Certificated employees taking leave pursuant to AS 39.20.SOO(b) shall be required to use all accrued paid leave to which the employee is entitled.

2. When both spouses are employed by the District, the combined amount of leave for birth and/or adoption shall be limited to 18 work weeks in any 12-month period and the combined amount of leave shall be limited to 18 work weeks in any 24-month period for leave for purposes of caring for a sick parent under AS 39.20.500(b)(2). The limitation in this subparagraph shall not apply to leave pursuant to this provision taken for personal illness and illness of a spouse or child as set forth in AS 39.20.SOO(b)(2), (3).

3. If a parent or 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.

4. Family leave pursuant to AS 39.20.SOO(b) (l) may not be taken on an intermittent or reduced leave schedule. Leave pursuant to AS 39.20.500(b)(2), (3) may be taken on an intermittent or reduced schedule only when medically necessary (and stated in writing by the attending medical provider). If leave pursuant to AS 39.20.500(b)(2), (3) would constitute at least 20% of the total number of working days in the period during which the leave would extend, the District may require the employee to take leave in a block (not intermittently or on a reduced schedule) for the entire period, not to exceed the duration of the planned medical treatment.

5. There are circumstances in which instructional employees may be required to take leave through the end of the semester.

   a. If an instructional employee begins FMLA leave more than five weeks prior to the end of a semester, the District may require the employee to continue taking leave until the end of the semester if the leave is of at least three weeks' duration and the return to employment would occur during the final three weeks of the semester.

   b. If an instructional employee begins FMLA leave during the last five weeks of the semester that will last more than two weeks and would return the employee to work during the final two weeks of the semester, the District may require the teacher to continue taking leave until the end of the semester.
Negotiated Agreement
July 1, 2022 - June 30, 2025

c. If an instructional employee begins FMLA leave during the final three weeks of the semester that will last more than five working days, the District may require the teacher to continue to take leave until the end of the semester.

6. A certificated employee entitled to leave under AFLA and FMLA will be granted leave in accordance with whichever law is most beneficial to the teacher.
### Appendix D

**UNALASKA CITY SCHOOL DISTRICT FY 23 SALARY SCHEDULE**

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For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,750. This amount ($1,750) is non-accumulative.
UNALASKA CITY SCHOOL DISTRICT FY24
SALARY SCHEDULE

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For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,750. This amount ($1,750) is non-accumulative.
**UNALASKA CITY SCHOOL DISTRICT FY25**

**SALARY SCHEDULE**

<table>
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<th></th>
<th><strong>BA</strong></th>
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<th><strong>BA+36</strong></th>
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</table>

For each year of the contract, Teachers at BA + 72/MA + 36, Step 13, will receive an additional $1,750. This amount ($1,750) is non-accumulative.