

**NEGOTIATED AGREEMENT**  
Between the  
**LOWER YUKON SCHOOL DISTRICT**  
And The  
**LOWER YUKON ADMINISTRATIVE ASSOCIATION**

**July 1, 2011 – June 30, 2014**

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## **PREAMBLE**

The Lower Yukon School District School Board (hereinafter the “Board”), being the Board for the Lower Yukon School District (hereinafter the “District”), and it’s employees represented by the Lower Yukon Administrative Association (hereinafter the “Association”) make and enter into this agreement to enable said employees more fully to participate in and contribute so that the cause of public education may best be served.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Lower Yukon School District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the on-site administrators, and

WHEREAS, the on-site administrators are particularly qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board and the Association recognize their responsibilities toward each other and the District for negotiating in good faith and seeking agreement on matters of wages, hours and condition of employment and neither will demean the process, and agrees to do so in good faith, and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in the Agreement, It is hereby agreed as follows:

**ARTICLE I. ASSOCIATION RECOGNITION**

- A. The Board recognizes the Lower Yukon Administrative Association as the exclusive bargaining agent for all local unit administrators of the district, hereinafter referred to as administrators.
- B. Challenges of the Association's rights, obligations, and status as the exclusive bargaining agent shall be made in accordance with the Public Employment Relations Act (PERA).
- C. The Association shall admit administrators to membership without regard to race, creed, color, national origin, sex, family, marital status, or change in marital status.

**ARTICLE II. DURATION**

- A. This agreement shall become effective of July 1, 2011, and shall continue in force and effect until June 30, 2014.
- B. This Agreement constitutes the entire agreement between the Board and the Administrators and Association and expressly supersedes any and all prior agreements whether written, oral, or implied. Additionally, no verbal statements shall supersede any of its provisions, and any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in the Agreement, each made demands and proposals concerning matters not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement.

**ARTICLE III. DISTRIBUTION**

The Board shall provide each administrator with a copy of this Agreement at the time such administrator is offered the first individual contract to be covered by the Agreement.

The Board shall further provide the Association with five (5) copies. Additional copies shall be provided to any administrator or to the Association upon request and at cost.

**ARTICLE IV. CONFORMITY TO LAW**

If any article or part of this Agreement is held to be contrary to law by the court of competent jurisdiction, or if compliance with an enforcement of any article or part should be enjoined by such a court, the remainder of this Agreement shall not be affected thereby and the parties shall meet within twenty (20) days of any such order of the court, to determine if modifications to said article or part of this Agreement can be made which will maintain the original intent of said article or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose alone.

**ARTICLE V. ASSOCIATION RIGHTS**

A. **Use of School Facilities**

The Association shall be allowed to use school equipment, including typewriters, computers and duplicating equipment at reasonable times and when such equipment is not otherwise needed for use. The Association shall pay the reasonable costs of all materials and supplies associated with the use of such machines and shall further pay for any damages resulting from Association misuse.

The Association shall be allowed to use school buildings for its meetings outside of the regularly scheduled workday provided the space is not otherwise needed for use.

The Association shall give the local unit administrator advance notice of its request for such use. When custodial services are required as a result of such use, the Association shall pay the reasonable charges for such services. The Association shall be allowed to post Association notices and other Association materials in a place provided for such purposes in school facilities.

A. **Grievance Investigation**

If possible, the investigation of a grievance shall be conducted outside of normal work hours. In the investigation of a grievance an administrator shall request the permission of his/her immediate supervisor before leaving a work area. Such permission shall not be unreasonably denied.

**ARTICLE V. ASSOCIATION RIGHTS** (Continued)

B. **Association Officials** (Continued)

The Association shall inform the Superintendent of any appointed or elected officials responsible for processing or investigating grievances, conducting negotiations or other Board/Association relationships.

C. **Association on the Board Agenda**

The Superintendent shall provide the Association president or designee, prior to each Board meeting, all written information provided school board members. The packet shall be delivered in the same manner that such information is provided to Board members.

D. **Association on the Board Agenda**

Requests of the Association to speak may be indicated through either a written request or verbal request made at the time of the meeting. The Association shall direct any correspondence regarding agenda items to the Superintendent. The Association president or designee may attend all Board meetings using the same transportation, if space is available, as provided for the nearest Board meeting. The Board shall supply each local site with a copy of the agenda and official minutes at the same time that such information is provided to Board members.

## **ARTICLE VI. NEGOTIATION**

### **A. Inauguration of Negotiations**

1. Either the Board or the Association may inaugurate negotiations by giving written notice to the other on or before January 18, of the school year during which the agreement expires. Said notice shall be deemed to have been given when given in writing and delivered by certified mail or hand delivered from the Superintendent to the Association President or from the Association President to the Superintendent.
2. Within ten (10) days of said request, the requesting party shall supply the other party with a complete proposal on all items, which the requesting party wishes to negotiate.
3. No later than ten (10) days following receipt of said proposals, the Board and the Association shall mutually agree to a time, date and place for negotiations to begin. At said initial negotiations session, the recipient of the negotiations request shall submit complete counterproposals to the other party at the onset.
4. Any agreements reached shall be reduced to writing, and if ratified by the Board and the Association, shall be signed by the designated officers of the Board and the Association.

### **B. Negotiation Ground Rules**

1. All negotiations shall be held in closed session with the exception that advisors and consultants may attend.
2. Negotiations shall normally take place during, but not be limited to, regular working hours.



**ARTICLE VI. NEGOTIATION**

B. **Negotiations Ground Rules** (Continued)

3. Each negotiations team, upon request, shall as soon as is practicable, make available to the other specific items of public information in their possession pertinent to the negotiations process. (There shall be no cost for duplicating the first one hundred fifty (150) pages of requested material. However, the cost of duplicating additional requested material shall be borne by the requesting party at the rate of fifteen cents (\$.15) per sheet.)
4. Consultants may be used by either party.
5. Prior to the time of final agreement by the negotiating teams, any statements issued to the public regarding negotiations shall be jointly issued or mutually agreed upon, by the negotiating teams.
6. Both parties shall submit the agreement reached in its entirety to their respective ratifying bodies, and ratification votes meet be conducted within forty-five (45) days of reaching said agreement. As soon as possible after ratification, the parties shall meet to formally sign the Agreement. In the event that agreement is reached by the negotiating teams with less than one (1) month remaining in the school year, the District, whenever possible, shall provide the Association negotiating team space on District's aircraft charters to enable the Association to conduct its ratification vote prior to the close of the school year. If a tentative Agreement is reached after the close of the school year, and prior to the beginning of the next school year, the District will

**ARTICLE VI. NEGOTIATION**

B. **Negotiations Ground Rules** (Continued)

provide the Association with forwarding addresses for returning administrators and the forty-five (45) days limit set forth above shall be extended until September 15 to complete the ratification process.

C. **Impasse Resolution**

1. Impasse Resolution shall occur as provided in the Public Employment Relations Act (PERA).
2. The expenses and fees of any mediator or advisor arbitrator shall be borne equally by the parties.

**ARTICLE VII. HIRING PRACTICES**

A. **Voluntary Transfers**

The Board recognizes the desirability of filling vacancies and new positions from within its own administrative staff when applicants are qualified to fill such positions. Therefore, the following transfer procedures will be followed:

1. District Administrators will be given first consideration of the basis of their experience, qualifications, and length of service to the District to transfer to any vacancy or new administrative position within the District. If a transfer request is denied, the administrator will be provided written reasons for the denial, upon request.
2. The District shall post vacancy or new position announcements at each site only during the school year. For an administrator to receive such consideration, his/her written request for

**ARTICLE VII. HIRING PRACTICES**

A. **Voluntary Transfers** (Continued)

transfer must be received by the closing date specified in the announcement or within a reasonable time if no closing date is specified.

First consideration means the reviewing of the administrator's request for transfer, his/her experience, performance, qualifications and length of service to the District, prior to the formal review of any non-District administrator applications.

The right to the interview must be exercised within ten (10) days after submission of the written request for transfer to an existing vacancy or new position.

3. Administrators desiring transfer to another position may leave a written application stating this at the District office prior to openings becoming available, and such administrators will be considered automatically without further action on their part.

4. An administrator, who leaves such a written application at the District Office pursuant to paragraph 3 above, shall be required to inform the District in writing that he/she wishes to withdraw such written application. If the District accepts the administrator's request for voluntary transfer based upon an application submitted pursuant to paragraph 3 above, prior to receiving written notice of the withdrawal of said application, such transfer shall be effective and shall be deemed "voluntary."

**B. Involuntary Transfers**

1. The Association recognizes that the fulfillment of the Board's legal responsibilities and duties may

**ARTICLE VII. HIRING PRACTICES**

**B. Involuntary Transfers (Continued)**

necessitate involuntary transfers. However, the District shall not arbitrarily or capriciously invoke an involuntary transfer.

2. Furthermore, notice of an involuntary transfer shall normally be given no later than June 1. However, the June 1 date may be exceeded only in the event of unforeseen circumstances for which there is not a reasonable alternative; provided, however, that the administrator must advise the Superintendent of any reasonable alternatives of which he/she is aware.
3. Any involuntary transfer will be made by the District, only after a meeting between the administrator and the Superintendent. However, during summers, if the administrator is not in the District, a telephone conversation may substitute for the meeting. The administrator shall be sent written notification of the involuntary transfer said notification shall include reasons for the transfer.
4. All reasonable moving expenses related to the involuntary transfer shall be borne by the District.
5. No married teaching/administrator couple shall be separated through the involuntary transfer.

C. **Automatic Rehiring**

All tenured employees who are administrators shall be automatically rehired if not notified of non-retention prior to March 15. All non-tenured employees who are administrators shall be automatically rehired if not notified of non-retention prior to May 1 in accordance with A.S. 14.20.140.

**ARTICLE VII. HIRING PRACTICES**

D. **Individual Contracts**

1. Reappointment tenured employees who are administrators shall receive their individual administrator's contracts from the Board no later than April 1. Non-tenured employees who are administrators shall receive their individual administrator's contracts from the Board no later than May 1. The administrator shall sign and return the contract to the Board within the thirty (30) days. The Board shall return the signed contract to the administrator affixed with the signature of two Board members within thirty (30) days.
2. Individual administrator contracts may be terminated by the administrator prior to May 25<sup>th</sup> without penalty or liability. An individual administrator's contract may be terminated without prejudice at any time by written mutual consent of the parties. An administrator may also terminate his/her individual contract without penalty or liability within two (2) weeks of the written notification of any such involuntary transfer. However, within that two (2) week period, a meeting between the administrator and the Superintendent shall take place unless the administrator is not in the District, in which case a telephone conversation may substitute for the meeting. An administrator, who does not choose to terminate his/her individual contract within the two (2) week period, is not waiving his/her right to grieve the involuntary transfer action. If such a grievance is filed, the administrator is not afforded

## **ARTICLE VII. HIRING PRACTICES**

### **D. Individual Contracts** (Continued)

any unilateral right to terminate the contract in the event of an adverse decision pursuant to the grievance process.

3. The individual administrator's contract shall include the assigned location and salary.
4. In the event that negotiations are not completed when individual administrator contracts are issued, the following statements shall be added to the individual contract: "Negotiable items contained herein will be superseded by any collective bargaining agreement negotiated between the Board and the administrator's exclusive bargaining agent."

**E. Certification Required**

1. An administrator, prior to entrance on duty, must file with the District a current medical certificate in a form prescribed by the State Department of Education.
2. A person may not be employed as an administrator in the Lower Yukon School District unless that person possesses a valid Alaska Type A certificate or a valid Alaska Type B certificate, except that a person who has made application to the Department of Education for such certificates or renewal of such certificates which has not been acted upon by the Department of Education may be employed as an administrator in the Lower Yukon School District until the Department of Education has taken action on the application. However, in no case may employment of that person with the Lower Yukon School District without

**ARTICLE VII. HIRING PRACTICES**

**E. Certification Required (Continued)**

such a certificate last longer than three (3) months. In the event the person does not obtain the certificate within three (3) month period, any contract between the Lower Yukon School District and that person shall be null and void.

**ARTICLE VII. ADMINISTRATOR – BOARD RELATIONS**

**A. Personnel Files**

All administrators' personnel files shall be maintained under the following conditions:

1. The permanent personnel file or any duplicate thereof shall be housed in the office of the Superintendent or his/her designee and shall be open only to the Superintendent and his/her designee(s) and the individual administrator and his/her designee(s). The file shall be open to the administrator for inspection during normal working hours, upon reasonable notice to the Superintendent. The file shall not be removed from the District Office.
2. An administrator shall be sent a copy of all materials placed in his/her file at the time of its insertion in the file except for material originating from, or signed by the administrator, and further in the case of derogatory material originating from, or signed by the administrator, and further in the case of derogatory material which shall be governed by the paragraph four (4) of this section.

**ARTICLE VII. ADMINISTRATOR – BOARD RELATIONS**

**A. Personnel Files** (Continued)

3. Evaluation forms and other documents pertaining to administrator performance shall be placed in an administrator's personnel file. Material, which is derogatory to an administrator regarding that administrator's conduct, service, character, or personality, shall not be placed in an administrator's file until the administrator has had an opportunity to read the material. The administrator shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy

to be filed. Such signature does not indicate agreement with the conduct of the material.

4. No material in an administrator's personnel file shall be removed without the consent of the Superintendent and the administrator. Material, which is proven to be factually inaccurate through the grievance procedure, shall be removed from the personnel file.
5. An administrator has the right to respond in writing to any material filed and such response shall be attached to the relevant document and included in the file.

**B. Protection from Assault and Vandalism**

Any employment related assault; theft or vandalism upon an administrator, his/her family, or his/her property shall be promptly reported to the Superintendent or his/her designee. The District shall render all reasonable assistance to the administrator including, but not limited to, the

**ARTICLE VII. ADMINISTRATOR – BOARD RELATIONS**

**B. Protection from Assault and Vandalism (Continued)**

handling of the incident by law enforcement and judicial authorities.

Administrative leave may be granted to testify or seek medical treatment.

**C. Personal Freedom**

The Board reaffirms recognition of the administrator's full rights of citizenship and personal life outside the classroom in conformity with the law.

**D. Nondiscrimination**

The Board shall not discriminate against any administrator on the basis of race, religion, color or national origin, or because of age, physical handicap, sex, marital status, changes



in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. Furthermore, the Board shall not discriminate against any administrator on the basis of membership in the Association.

**ARTICLE IX. CLASSROOM RIGHTS**

A. **Student Teachers**

Prior to the placement of a student teacher or a teacher trainee, the Superintendent shall consult with the appropriate administrator.

B. **Maintenance**

The Board will attempt to maintain each school in good order. This means keeping in good order existing systems for running water, inside plumbing, restroom facilities, adequate lighting in all areas

**ARTICLE IX. CLASSROOM RIGHTS**

B. **Maintenance** (Continued)

(including emergency lights), heat adequate to maintain 68 degrees temperature under the coldest conditions, a roof that does not leak, and adequate ventilation. Classrooms should be maintained in a safe and sanitary condition. Existing systems for the detection, retardation and extinguishment of fire shall be maintained in good order in all buildings.

**ARTICLE X. COMMITTEES**

In the event that the committee is formed by the District administration, or is formed at the direction of the Board, and such committee addresses housing, extra curricular

activities, in-service training, evaluation plans, or other District-wide concerns, an administrator is to be included on such committee and the Superintendent shall appoint that administrator to the committee after consultation with the Association's president or his/her designee.

## **ARTICLE XI. LEAVES**

Approved leaves do not constitute a break in service for retirement purposes.

All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored on his/her return and he/she will be offered a teacher or an administrator position in the District. All requests and approvals or rejections shall be made in writing.

However, to secure these rights, the employees must return to duty at the expiration of the approved leave.

### **A. Compensated**

#### **1. Personal**

- a. Each administrator shall be entitled to three (3) days of personal leave with full pay during each school year for the purpose of transacting or attending to personal, legal, business, household, or family matters that can not reasonably be concluded outside of working hours. Personal leave may not be utilized on the first or last working day of the school year, or on the day immediately before or after the Christmas vacation period. Unused personal leave days may be accrued. However, an administrator cannot use more than six (6) such days in any school year. The following items shall apply to the use of personal leave:

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

1. **Personal** (Continued)

- 1) The District Office should be notified as early as possible but not later than twenty-four (24) hours prior to the date personal leave is to begin, except in the case of emergencies.
- 2) In view of the six (6) day limit set forth above, an administrator who has accrued more than three (3) personal leave days at the end of a school year shall be paid at the administrator's current salary rate for each accrued day in excess of three (3). Therefore, administrators shall start new school years with no more than six (6) accrued personal leave days.
- 3) Additionally, the administrator may request payment at the same rate for any accrued leave days remaining after the mandatory payment set forth in subparagraph (2) above.
- 4) In the event of the termination of an administrator's contract prior to the end of a school year, all accrued personal leave days shall be paid at the same rate.

2. **Leave for Court Duty**

An administrator, under an order of any court of competent jurisdiction either as a witness or juror, or similar circumstances, shall receive his/her

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

2. **Leave for Court Duty** (Continued)

regular salary for time necessary and remit to the District any stipend received as compensation for those duties.

3. **Sick**

a. Annual: Fifteen (15) days sick leave with pay shall be granted and pre-credited to all administrators' on the first day shall accrue and be earned in accordance with State law and regulations. If an administrator resigns, is dismissed or otherwise fails to complete the contracted for term of employment, his/her sick leave account or final paycheck will be reduced to reflect any sick leave days he/she has been pre-credited or used but not earned.

b. Use: Each administrator who has unused sick leave shall be eligible for sick leave for absence due to illness, temporary disability (including physician required medical examinations) or bodily injury to the administrator. Reasonable travel time to the nearest competent medical treatment is also allowed as sick leave. A false statement by an administrator regarding sick leave is sufficient grounds for cancellation of the contract and the revocation of the administrator's teaching or administrative certificate.

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

c. Advance Notice: Administrators unable to report to work at the designated time due to illness shall notify the Superintendent at the earliest

possible time. In the event an administrator is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the administrator to notify the Superintendent as far in advance as possible in writing of the anticipated time and duration of such sick leave, and the reason for requesting such sick leave (i.e. doctor's appointment).

- d. Administrators will be allowed membership into any existing District sick leave bank established for certificated personnel under the established rules of sick bank.

4. **Emergency**

The Board agrees to grant maximum of seven (7) days plus necessary travel time for death or serious illness in the immediate family chargeable first to sick leave, second to personal leave, third to annual leave, and fourth to leave without pay. The immediate family shall include an administrator's spouse, child, son-in-law, daughter-in-law, brother, sister, grandfather, grandmother, grandchild, uncle, aunt, niece, nephew, or any other member in the immediate household.

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

5. **Military Leave**

An administrator who is a member of a reserve component of the U.S. Armed Forces is entitled to a leave of absence without loss of pay on all days during which he/she is ordered to training duty, as distinguished from active duty, with troops, or at field exercises or for instruction. The leave of absence may not

exceed sixteen and one half (16-1/2) working days in any one calendar year. Any salary or stipend earned by the administrator from the U.S. Armed Forces during said leave of absence shall be paid by the Administrator to the District.

6. **Administrative**

Administrative leave with pay is recognized as a means by which other non-specified leave is possible including professional leave. The Superintendent may grant administrative leave.

6. **Association**

- a. The Association shall be entitled to twelve (12) days of paid Association leave each year.
- b. Two (2) members of the Association's negotiating team shall receive administrative leave for negotiation sessions, including reasonable travel time.

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

7. **Association** (Continued)

- c. A representative of the Association shall receive administrative leave for the purpose of attending Board meetings; this does not include travel time. If an Association representative wishes to attend Board work sessions, Association leave must be used.
- d. Twenty-Four (24) hours prior notice will be given by the Association President or his/her designee to the District Office if Association leave is to be utilized. If such notice is not given by the President of the Association or

his/her designee in writing, the President or his/her designee shall confirm the use of such leave in writing.

7. **Maternity**

Administrators shall be eligible for maternity leave commencing either three weeks prior to the due date or on a date recommended by the physician and continuing for a period of sixty (60) calendar days. The portion of the sixty (60) calendar day period when absence from work is deemed to be medically necessary by the physician shall be chargeable first to sick leave; and then to sick leave bank days; the remainder shall be leave without pay. At the conclusion of the sixty (60) calendar day period, the administrator may elect to take a leave of absence for up to one (1) full school year, if the administrator wishes to return to the District at anytime other than the start of a school year or at the semester break of a school

**ARTICLE XI. LEAVES**

A. **Compensated** (Continued)

8. **Maternity** (Continued)

year written permission of the Superintendent must be obtained. The limit is sixty (60) calendar days maternity leave does not pertain to a situation where it is medically necessary for an administrator to remain on sick or medical leave for a longer period of time, if such leave is available.

8. **Professional Leave**

The District shall provide an administrator travel within-the State of Alaska and up to seven (7) days per diem reimbursement to attend two professional conferences each year. Every other year “tenured” administrators may select one



professional conference outside the State rather than the two within Alaska. An administrator traveling outside the State shall be provided travel and up to six (6) days per diem. Upon prior written approval by the Superintendent for the professional development activity, in lieu of attending one of the professional conferences during the school year, the District will reimburse an Administrator up to \$500.00 for expenses incurred during the summer. The Superintendent or his/her designee shall retain the right to determine the appropriateness of the conferences. Requests for professional leave shall be received by the Superintendent or his/her designee at least one month in advance of the conference and shall include the agenda of the conference. If attendance at a conference necessitates the closing of a school and has not been

## **ARTICLE XI. LEAVES**

### **A. Compensated (Continued)**

#### **9. Professional Leave (Continued)**

approved as an in-service day, the administrator will make up the missing day(s) at no extra compensation. Whether or not the day when attendance at a conference necessitates the closing of a school, if it is to be approved as an in-service day, is within the complete, total and absolute discretion of the District.

#### **9. Statement of Accumulated Leave**

The District shall provide administrators with a monthly statement of their accumulated leave balances.

#### **10. Paternity Leave**

A male administrator shall be granted, upon request, five (5) working days of leave to be with his spouse immediately prior to, during, or immediately after the

time of delivery. Such leave shall be charged first to sick leave, then to personal leave, then to leave without pay.

**B. Non-Compensated**

**1. Medical**

An administrator shall be granted one (1) leave of absence without pay for reasons of personal illness. This form of leave shall be governed as follows:

- a. The leave of absence will commence upon the depletion of available sick leave and sick leave bank days.

**ARTICLE XI. LEAVES**

**B. Non-Compensated (Continued)**

**1. Medical**

- b. The leave may not exceed more than one (1) full school year.

**2. Personal or Professional**

A leave of absence may be granted by the Board for personal or professional reasons.

**3. Sabbatical Leave**

Sabbatical leaves, as established in A.S. 14.20.280, may be requested.

**4. Leave forms will be provided by the District to each site.**

## **ARTICLE XII. GRIEVANCE PROCEDURES**

### **A. Definitions**

1. A “Grievance” shall mean a dispute concerning the interpretation and application of this Agreement.
2. A “Grievant” shall be defined as an administrator(s) or the Association.
3. A “Respondent” is a person or persons required to hear and respond to a grievance.
4. A “Day” is a calendar day excluding legal holidays.

### **B. Purpose**

The purpose of the grievance procedure is to resolve equitably at the lowest possible administrative level, an allegation that a provision of the Agreement has been violated.

### **C. General Conditions**

1. A written grievance shall contain the name(s) and positions(s) of the grievant(s), a statement of the grievance, the issue(s) involved, the relief(s) sought, the date(s) of the alleged violation(s) or incident(s), the specific section(s) of the Agreement alleged to have been violated and the signature of the grievant(s) and date. Forms for the purpose of filing and appealing grievances are attached as Attachment “1”.

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

**ARTICLE XII. GRIEVANCE PROCEDURES** (Continued)

**C. General Conditions** (Continued)

3. In the event a grievance is filed which might not be resolved within the time schedule established for grievance procedures before the end of the school year and the act could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
4. Beyond Level One, a written record of each hearing shall be kept, approved in writing by both the grievant and the respondent.
5. All documents and information related to a grievance being processed shall be equally available to each party.
6. No document pertaining to a grievance shall be placed in a person's Personnel (201) 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, except as provided in Article VIII entitled Administrator-Board Relations.
7. Beyond Level One, the grievant and/or respondent may be represented by counsel and may be present, examine, and cross-examine witnesses.
8. If it is necessary for a grievant or Association representative to attend a hearing during the working day, the Superintendent shall grant administrative leave for the purpose of attending the hearing.

**ARTICLE XII. GRIEVANCE PROCEDURES** (Continued)

C. **General Conditions** (Continued)

9. No reprisals shall be taken against any person for participation in the grievance process.
10. If a time deadline set forth in the grievance procedure is exceeded by the grievant, the right to grieve shall have been waived. If a time deadline is exceeded by the respondent, the grievance shall be immediately appealable to the next level.
11. Grievance hearings shall be held at the place of the grievance origin, unless otherwise mutually agreed to by grievant and respondent.
12. The fees and expenses of the arbitrator shall be borne by the losing party.
13. Separate grievances which have substantially similar claims and defenses may be merged a Level Three. If there is a dispute between the parties as to whether or not two or more grievances have substantially similar claims and defense, the arbitrator shall determine whether or not to hear the grievances individually or combined.

D. **Level One: Informal Meeting**

A grievance shall be initiated with any informal, confidential meeting between the responsible supervisor and the grievant or in the case of multi-administrator grievance between the responsible supervisor and the administrator's representative. The written request for such a meeting must be made within thirty (30) days after the grievant knew or should have known of the cause of the grievance. Such meetings must take place within fifteen (15) days after the

**ARTICLE XII. GRIEVANCE PROCEDURES** (Continued)

D. **Level One: Informal Meeting** (Continued)

grievant request such a meeting. After said meeting, the responsible supervisor must notify the grievant in writing of his/her decision within seven (7) days. If not satisfied at Level One, the grievant shall submit a written grievance to the Association for evaluation. The Association must represent all grievant processing grievances beyond Level One.

E. **Level Two**

If the grievance is not settled at Level One, the Association may appeal the written grievance to the Superintendent within fourteen (14) days from receipt of the Level One decision. The Superintendent or Assistant Superintendent shall hold a hearing within fourteen (14) days of receipt of the appeal. Within ten (10) days thereafter he/she shall notify the Association in writing of his/her decision on the grievance.

F. **Level Three**

1. The Association may process the grievance to arbitration by notifying the Superintendent within twenty-one (21) days after receipt of the Level Two decision.
2. Within seven (7) day of receipt of the arbitration request, the Board and the Association shall attempt to select a mutually agreeable Arbitrator.
3. If the Board and Association are unable to agree on an Arbitrator within seven (7) days, either party may request the American Arbitration Association to prepare a list of five (5) impartial arbitrators. The Board

**ARTICLE XII. GRIEVANCE PROCEDURES** (Continued)

F. **Level Three**

4. (Continued) and the Association shall alternatively strike one (1) name each from the slate with the Association exercising the first and third strikes. The Board and the Association shall exercise their strikes within three (3) days following receipt of the slate from the American Arbitration Association. The remaining arbitrator on the slate after these strikes shall then be notified of his/her appointment in a joint statement from the Board and the Association. In the event that the arbitrator selected will not or cannot serve, the last name struck from the slate shall be asked to serve. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall not modify, add to, or delete from the express terms of this Agreement. The decision of the arbitrator shall be binding upon the parties. The arbitration shall be conducted according to the rules and procedures of the American Arbitration Association.

### **ARTICLE XIII. REDUCTION IN FORCE**

In the event it becomes necessary to eliminate administrative positions because of decreased enrollment, administrators may be non-retained. In any such event, the following procedures shall govern:

- A. Any such non-retention, hereinafter called reduction in force, shall be done District-wide on the basis of seniority, and curriculum/staffing requirements.

### **ARTICLE XIII. REDUCTION IN FORCE** (Continued)

- B. Administrators who are non-retained because of reductions in force shall be offered a teaching position in the District. Or, if they do not wish to accept this, they shall be

placed on leave of absence for a period of one (1) year and shall retain all tenure, seniority and leave. If during the leave a new administrative position becomes available in the District, that position shall be offered to those administrators on such leave of absence, on the basis of seniority and curriculum/staffing requirements. If any such offer, which is to begin at the start of the next school year is not accepted, the leave of absence shall automatically terminate. It shall be the responsibility of all administrators on such leave of absence to maintain a current address and phone number on file with the District.

#### **ARTICLE XIV. SUSPENSION, DISMISSAL, NON-RETENTION**

- A. Suspension, Dismissal, and Non-Retention action shall be in accordance with A.S. 14.20.170, 14.20.175, and 14.20.180. However, the above reference to those statutory provisions is not intended to, nor does it afford to the administrators rights in addition to those contained in those statutory provisions is not intended to, nor does it afford to the administrators rights in addition to those contained in those statutory provisions, such as rights to grieve actions taken pursuant to those statutes.
- B. **Notification and Due Process** No data shall be used in any adverse personnel action against an administrator unless the administrator has been notified of the matter in a timely manner and given a reasonable opportunity to improve where appropriate.

#### **ARTICLE XV. EVALUATION**

- A. **Evaluation Instrument** The Superintendent or Assistant Superintendent shall evaluate the performance of an administrator utilizing a Board approved administrator evaluation instrument.
- B. **Extraneous Material** Any material originating from sources other than the Superintendent shall be, if they are to be used in evaluating an administrator, reduced to



writing and shall indicate the source of such information. An administrator shall receive a copy of any such material and may request a meeting with the Superintendent to discuss the content.

C. **Files**

Acknowledgement of content signed by both the Superintendent and the administrator must appear on the written evaluation, prior to submitting the evaluation for inclusion in the personnel file.

**ARTICLE XVI. SALARY AND BENEFITS**

A. **SALARY SCHEDULE**

<b>2011-2012 LYAA Salary Schedule</b>				
	<b>Principal</b>	<b>Principal</b>	<b>Asst Principal</b>	<b>Asst Principal</b>
	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>
	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>
		<b>Supt Endorsement</b>		<b>Supt Endorsement</b>
1	\$ 88,808.66	\$ 92,363.19	\$ 84,368.33	\$ 87,744.67
2	\$ 90,940.76	\$ 94,492.20	\$ 86,393.31	\$ 89,503.91
3	\$ 93,072.86	\$ 96,623.27	\$ 88,419.32	\$ 91,792.57
4	\$ 95,203.93	\$ 98,754.34	\$ 90,443.27	\$ 93,816.52
5	\$ 97,333.97	\$ 100,887.47	\$ 92,467.22	\$ 95,843.56
6	\$ 99,468.13	\$ 103,019.57	\$ 94,494.26	\$ 97,868.54
7	\$ 101,598.17	\$ 105,150.64	\$ 96,518.21	\$ 99,893.52
8	\$ 103,730.27	\$ 107,281.71	\$ 98,544.22	\$ 101,917.47

<b>2012-2013 LYAA Salary Schedule</b>				
	<b>Principal</b>	<b>Principal</b>	<b>Asst Principal</b>	<b>Asst Principal</b>
	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>
	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>
		<b>Supt Endorsement</b>		<b>Supt Endorsement</b>
1	\$ 91,472.92	\$ 95,134.09	\$ 86,899.38	\$ 90,377.01
2	\$ 93,668.98	\$ 97,326.97	\$ 88,985.11	\$ 92,189.03
3	\$ 95,865.05	\$ 99,521.97	\$ 91,071.90	\$ 94,546.35
4	\$ 98,060.05	\$ 101,716.97	\$ 93,156.57	\$ 96,631.02
5	\$ 100,253.99	\$ 103,914.09	\$ 95,241.24	\$ 98,718.87
6	\$ 102,452.17	\$ 106,110.16	\$ 97,329.09	\$ 100,804.60
7	\$ 104,646.12	\$ 108,305.16	\$ 99,413.76	\$ 102,890.33
8	\$ 106,842.18	\$ 110,500.16	\$ 101,500.55	\$ 104,974.99

<b>2013-2014 LYAA Salary Schedule</b>				
	<b>Principal</b>	<b>Principal</b>	<b>Asst Principal</b>	<b>Asst Principal</b>
	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>	<b>Masters</b>
	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>	<b>"B" Cert</b>
		<b>Supt Endorsement</b>		<b>Supt Endorsement</b>
1	\$ 94,217.11	\$ 97,988.11	\$ 89,506.36	\$ 93,088.32
2	\$ 96,479.05	\$ 100,246.77	\$ 91,654.66	\$ 94,954.70
3	\$ 98,741.00	\$ 102,507.63	\$ 93,804.06	\$ 97,382.74
4	\$ 101,001.85	\$ 104,768.48	\$ 95,951.27	\$ 99,529.95
5	\$ 103,261.61	\$ 107,031.52	\$ 98,098.47	\$ 101,680.43
6	\$ 105,525.74	\$ 109,293.46	\$ 100,248.96	\$ 103,828.73
7	\$ 107,785.50	\$ 111,554.31	\$ 102,396.17	\$ 105,977.04
8	\$ 110,047.44	\$ 113,815.17	\$ 104,545.56	\$ 108,124.24

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

**C. PLACEMENT**

1. Experience will be granted as follows:

Interim Principal, Assistant Principal, Principal/Teacher and Principal Positions:

Up to five years of in state and no more than three years of credit for out of state experience as principal, assistant principal, interim Principal, lead teacher or full-time administrator will be granted.

In-District administrators who are hired for a different administrative position within the District will not have a reduction in pay.

2. Reference to credit hours means graduate semester hours or the equivalent earned in the field of education subsequent to the conferring of the type “B” Certification or Masters degree in the field of education.

D. **DOCUMENTATION**

1. It is responsibility of each administrator to provide the District with documentation necessary for placement on the salary schedule. This documentation must be in the hands of the District no later than October 25, or the District shall place the administrator on the appropriate column and step based on records on file with the District as of October 25. The October 25<sup>th</sup> deadline will be extended, however, if the administrator can show that he/she has made a timely and reasonable effort to secure the necessary documents and the delay is beyond his/her control. The administrator shall inform the district in writing of the documents which the administrator has requested pursuant to

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

D. **DOCUMENTATION** (Continued)

this paragraph. In addition, after written request by the administrator, the District shall acknowledge receipt of such documents to the administrator. A

written decision by the District relating to placement of the administrator on the appropriate column and step based upon the records received by the District shall constitute such an acknowledgement.

2. Adjustment of Errors. In the event that either the District or an administrator finds that the administrator has been placed on a column or step other than the column or step justified by the documents on file with the District or in the possession of the administrator a salary adjustment shall be made as follows:

If the error is found by November 30, or within thirty (30) days of the placement on the column or step which requires adjustment, whichever is later, the administrator's salary payment shall be adjusted so that his/her correct annual salary will have been paid with the receipt of his/her final paycheck. If the error is found after November 30, or after thirty (30) days from the placement on the column or step which requires adjustment, whichever comes later, the administrator's salary payment shall be adjusted commencing with the next pay period to reflect the amount of annual salary the administrator would have been entitled to had he/she been properly placed on the salary schedule divided by the number of pay periods that the administrator has selected for the year.

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

E. **PAYMENT**

The Board shall provide each administrator their pay in twelve (12) equal monthly payments, beginning in either August or September. However, in addition to his/her May check, the administrator shall receive separate checks for all unpaid monthly payments.

F. **MEDICAL INSURANCE**

The District shall provide from the first day of employment medical, eye, audio, and dental insurance for each administrator and administrator's spouse and dependents. The coverage shall be the same as coverage provided by the District pursuant to the Negotiated Agreement between the Lower Yukon School District and the Lower Yukon Administrative Association covering the period from July 1, 2006– June 30, 2008, including:

1. The District's co-insurance coverage at 90 percent of the first \$19,000.
2. The District shall have the authority to contract with Preferred Provided Organizations (PPO).
3. The co-insurance penalty steerage percentage shall be equal to the co-insurance penalty steerage percentage contained in the NEA-Alaska Trust Plan's Providence Alaska PPO. The individual deductible shall be \$130. The Family deductible shall be \$300.

However, in cases where the District's insurance carrier deems a dependent not insurable because of failure of the administrator to fulfill any

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

F. **MEDICAL INSURANCE** (Continued)

application requirements for such coverage, the District shall be under no obligation to provide medical, eye, audio, and dental insurance for such dependent. The coverage shall run from August through July of the subsequent year. The year-round coverage shall be discontinued at the end of the month in which the administrator leaves the employment of the District by reason of retirement. However, an administrator who leaves the employment of the District at the end of his or her contract, shall be entitled to continue the above insurance for the period of sixty (60) days by paying the premium otherwise payable by the District.

If an administrator's spouse is also an employee of the District entitled to medical insurance under this Agreement or under the Negotiated Agreement between the Lower Yukon School District and the Lower Yukon Education Association, and the couple has dependent children, either the administrator or his/her spouse shall be provided an insurance policy with dependent coverage for the children only. The other person shall be provided with his or her own policy with no dependent coverage.

G. **LIFE INSURANCE**

1. The District shall provide \$50,000 of term life insurance for each administrator. However, if the District's insurance carrier is unwilling to provide that coverage to an administrator over the age of 65 years, the District shall only be required to provide to that administrator an amount of term life insurance coverage that the District's insurance carrier is willing to provide for the premium that the District would have paid for that employee under the District's group term life insurance policy.

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

G. **LIFE INSURANCE** (Continued)

2. The District shall provide each administrator \$50,000 of accidental death and dismemberment.

H. **TRAVEL PAY**

Annual travel will be allowed for an administrator for the most economical commercial round trip airfare to his/her duty station from Anchorage. However, the return fare will be forfeited by an administrator, if he/she does not fulfill his/her contract. For less than seventy- (70) contract days a proportionate amount of the fare-to the duty station will be reimbursed by the administrator. Travel pay shall not be forfeited by an administrator who cannot fulfill his/her contract because a physical or mental incapacitation as certified by a physician.

I. **COMPENSATION TIME**

It is recognized by the Association and the District that extra hours during the week, on weekends, and holidays are often necessary for administrators to work in order to meet regular and peak workloads. These extra hours are a normal part of the administrator's job for which the administrator does not expect additional compensation.

On the other hand, certain administrators are required by the Superintendent to attend meetings, on weekends and holidays. The purpose of this paragraph is to set forth the compensation allowed to administrators only for those required meetings on scheduled days off.

**ARTICLE XVI. SALARY AND BENEFITS** (Continued)

I. **COMPENSATION TIME** (Continued)

Specific conditions pertaining to administrator's compensatory time eligible are as follows:

1. Each eligible meeting must be required by the Superintendent.
2. The amount of compensatory time claimed for the meeting shall be in hours (rounded off to the nearest hour), not to exceed eight (8) hours of any given day. Hours claimed should be for actual time in attending the eligible meetings, except that while on travel status the actual time on travel status during the day of the meeting may be claimed towards the eight (8) hour limit.
3. With prior approval of the Superintendent or his/her designee, Saturdays may be approved as contract days worked.

J. **PER DIEM**

1. Salary per diem will be the administrator's salary divided by the number of contract days (205 days for principals).
2. Daily per diem is the stipend paid administrators to cover room/board while traveling, as set by the Board policy.



**ARTICLE XVII. ADMINISTRATIVE HOUSING**

A. Due to the District’s financial commitment in providing housing, the impact of inadequate housing on the delivery of the District’s educational programs, and the scarcity of private housing, administrators will be required to live in District supplied housing as a condition of employment. Individuals covered by this agreement will pay rent to the District at the rate of \$425.00 per month for twelve (12) months. Rent will be paid via payroll deductions in equal installments. Individuals shall sign and return the official District lease by September 15 of each year. A copy of the official District lease is set forth in Attachment “2”. The District will provide adequate, furnished housing for all individuals covered by this agreement. Adequate housing shall include running water; chemical, humus, or flush toilets, electricity; refrigerator; stove; freezer; and adequate storage space. However, in recognition of the fact that the performance of his/her responsibilities while at home, additional household furnishings may be appropriate, an administrator may request additional furnishings through the Superintendent. At each site a housing unit will be designated for each site administrator.

**B. MISCELLANEOUS PROVISIONS**

1. No more than two District employees may be assigned to the same unit without a written consent of all District employees who would reside in the unit.
2. The District will continue to assume the responsibility for all maintenance of District provided administrator housing, except for such maintenance functions required of the owner of the units leased by the District.

**ARTICLE XVII. ADMINISTRATIVE HOUSING**

**B. MISCELLANEOUS PROVISIONS** (Continued)

All local maintenance needs, for which the District is responsible, will continue to be the responsibility of the District's local maintenance personnel unless the severity of the problem warrants special assistance from the District Maintenance office. Such assistance shall also include contacting the owner of District leased houses and insuring that said maintenance is performed in a timely and proper fashion. It will be the responsibility of the administrator making a maintenance request to fill out a Maintenance Request Form. Upon accomplishment of the necessary repairs, a copy of the completed form shall be provided to the Director of Maintenance and the administrator making a request. A copy of the official Maintenance Request Form is set forth in Attachment "3".

#### **ARTICLE XVIII. PROFESSIONAL DUES**

- A. The District shall provide for each administrator the payment of annual dues for membership in one State or National educational organization in an amount not to exceed \$250 per administrator. The administrator may designate the organization(s) of his/her choice. Beginning with the third year of employment with the District, annual dues up to \$400 will be paid.

**LOWER YUKON SCHOOL DISTRICT**  
**ADMINISTRATIVE GRIEVANCE FORM**  
**LEVEL TWO**

(Copy of Level One decision must accompany this form)

1. Name of grievant: \_\_\_\_\_

2. Date: \_\_\_\_\_ 3. Assignment: \_\_\_\_\_

4. Community: \_\_\_\_\_

5. Unresolved Nature of Grievance (include dates the alleged violation(s) or incident(s) occurred and specify section(s) of Agreement allegedly violated):

\_\_\_\_\_  
\_\_\_\_\_

6. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Association Representative Signature

7. Superintendent's or Assistant Superintendent's Remarks:

\_\_\_\_\_  
\_\_\_\_\_

8. Superintendent's or Assistant Superintendent's Decision:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendents or Assistant superintendent's Signature

DATED: \_\_\_\_\_

**LOWER YUKON SCHOOL DISTRICT**  
**ADMINISTRATIVE GRIEVANCE FORM**  
**LEVEL THREE – REQUEST FOR ARBITRATION**

(Copy of Completed Level Two form must accompany this form)

1. Name of grievant: \_\_\_\_\_

2. Date: \_\_\_\_\_ 3. Assignment: \_\_\_\_\_

4. Community: \_\_\_\_\_

5. Unresolved Nature of Grievance (include dates the alleged violation(s) or incident(s) occurred and specify section(s) of Agreement allegedly violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRIEVANT HEREBY REQUESTS ARBITRATION PURSUANT TO LEVEL THREE OF NEGOTIATED AGREEMENT.

\_\_\_\_\_  
Association Representative Signature

**RESIDENTIAL ADMINSTRATOR LEASE**

BY THIS AGREEMENT made and entered into on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the LOWER YUKON SCHOOL DISTRICT, herein referred to as the Lessor, and \_\_\_\_\_, herein referred to as the Lessee. Lessor leases to the undersigned Lessee, subject to the terms and conditions enumerated herein, the premises located in \_\_\_\_\_, State of Alaska, and more particularly described as follows:

Together with all appurtenances, for one year, to commence on the \_\_\_\_\_ day of \_\_\_\_\_, and to continue thereafter on a year-to-year basis either party to this lease gives the other written, advance notice of intent not to renew at least thirty (30) days prior to the end of the lease year, or until the lease is terminated by other terms herein, or by operation of law, whichever occurs first.

The particular terms and conditions of this lease are as follows:

1. **RENT**- Lessee agrees to pay to Lessor as rent for the Leased premises the sum of Four Hundred Twenty Five dollars (\$425.00) per month for twelve (12) months. Lessee agrees to pay by means of payroll deductions in equal installments.
2. **PURPOSE OF LEASE AND CONDITIONS** – This lease is entered into in recognition of the fact that Lessor needs to provide housing in order for administrator to be able to carry out the educational programs of the Lessor and that without Lessor provided housing there would not be adequate housing available for administrators.

If Lessee should at any time be dismissed from the service of Lessor, be transferred to another site during the term of this lease, be non-retained, or voluntarily quit the service of Lessor, Lessor shall have the right to terminate this lease and reenter upon, and taken possession of, said premises upon ten (10) days written notice to vacate said premises, either given to the Lessee in person, by leaving a copy of such notice upon the premises, or by mailing a copy to the Lessee at the address for the premises, or at such other address provided by Lessee in writing to Lessor.

Upon such termination of the lease, subject to the other provisions of this lease relating to security deposits, damage, and reports, Lessee shall only be liable for the rent to the date of the termination of the lease, and if rent has been collected beyond that date, it shall be refunded to the Lessee, provided he/she vacates said premises according to the written notice.

3. **SECURITY FOR DAMAGE** – Lessor may deduct from Lessee’s final paycheck up to \$600.00 where damages to the premises result from the following:

- a. Failure by the Lessee during the tenancy to maintain the premises, or failure after the termination of the tenancy to leave the premises, in as clean and orderly condition as when he/she found it, normal wear and tear accepted.
- b. Failure of the Lessee to dispose from the leased premises of all ashes, rubbish, garbage and other waste in an appropriate manner.
- c. Failure of the Lessee to keep all plumbing fixtures on the leased premises as clean as their condition reasonably permits.

**ATTACHEMENT “2”, Page 3**

- d. Abuse by the Lessee to keep all plumbing fixtures on the leased premises as clean as their condition reasonably permits.

- e. Deliberate or negligent destruction, defacement, damage, impairment, removal or alteration, without the consent of the Lessor, of any part of the premises by the Lessee.
- f. Damage by pets.

Where Lessee is scheduled to leave the premises after a summer's occupancy, but his/her final paycheck is issued in May or June, Lessor may deduct \$600.00 as a security deposit from the last of the payments in Lessee is to receive under his or her contract. Lessor will inspect the premises at Lessee's departure for damage listed above which may signal the right to retain an appropriate part of the deposit.

As used herein, the term "Lessee" shall include not only the individual or individuals signing this lease agreement, but also all children, relatives, agents, guests, and others who are either under the control of the undersigned Lessee or who are knowingly permitted by the undersigned Lessee to engage in any of the actions or failures to act described in this paragraph, or who are present on the premises under Lessee's actual or implied consent. However, where Lessee accommodates Lessor by allowing School District employees, job applicants, or other guests or invitee shelter at the premises, the Lessee shall not be responsible for any damage caused by such School District guest or invitee.

**ATTACHEMENT "2", Page 4**

- 4. **ALTERATIONS OR IMPROVEMENTS** – Lessee shall make no alterations to the buildings and appurtenances on the leased premises or construct any building or make other improvements on the leased premises without prior, written consent of the Lessor.

All alterations, changes and improvements built, constructed, or placed on the leased premises by the Lessee, with the exception of fixtures, improvements and/or amenities removable without structural damage to the premises and moveable personal property, shall, unless otherwise provided by another written agreement between Lessor and Lessee, become the property of the Lessor, at no cost to the Lessor, and remain on the leased premises at the termination of this lease.

5. **SUBLEASE AND ASSIGNMENT** – Lessor shall have the right of first refusal on any sublease or assignment offered by Lessee. In the event that Lessor does not exercise its right of first refusal in any such sublease or assignment, and in the further event that Lessee desires to arrange a sublease or assignment, each prospective Sub-Lessee or assignee from the Lessee will be considered for approval by the Lessor only if said prospective Sub-Lessee or assignee makes a written offer signed and delivered to the Lessor containing the following information about the prospective Sub-Lessee or assignee:

g. Name, age, present address;

h. Occupation, place of employment, and name and address of employer.

i. Number of all other persons who will reside with the prospective Sub-Lessee or assignee;

**ATTACHMENT “2”, Page 5**

j. Two credit references, or responsible persons who will confirm the financial responsibility of the prospective occupant; and

k. Name and addressees of all landlords of the prospective Sub-Lessee or assignee during the prior three years. Lessee shall not sublet or assign the premises without



the written consent of the Lessor. However, Lessor may not unreasonably, arbitrarily or discriminatory refuse Lessee's application to sublet. Furthermore, any rent or other remuneration paid by any such Sub-Lessee or assignee in excess of the rental payment set forth in paragraph 1 above shall be payable to Lessor.

6. **DESTRUCTION OF PREMISES** – In the event that the leased premises, or any part thereof, shall be rendered untenable by fire, snow, storm or other casualty or deterioration not the fault of the Lessee, this lease agreement at the option of the Lessor, may terminate for that part of the premises rendered untenable. Thereupon, Lessor shall where possible place Lessee in suitable alternate housing including any time while repairing the premises. If the premises are rendered untenable by any action or omission of the Lessee, Lessee's obligation to pay rent shall continue. However, Lessor shall, where available, place Lessee in suitable alternate housing. In lieu of terminating this lease in whole or in part because all or part of the Premises are rendered untenable by fire, snow, storm or other casualty or deterioration, Lessor may, at its option, but without prejudice to its other remedies, repair the premises to a tenable condition and maintain this lease in effect, though the rent shall be diminished in proportion to the

**ATTACHMENT "2", Page 6**

fraction of the premises which are temporarily untenable, or for the period of time when the entire premises are untenable.

7. **UTILITIES** – Lessor will pay for water, sewer, gas or other fuel, and electricity required on the premises.
8. **STATUTES, ORDINANCES, ETC.** – Lessee shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of Federal, State and Local

governments relating to the premises, including those for the correction, prevention, and abatement of nuisances.

9. **EMERGENCY REPAIRS** – In the event of sudden damage or leaking of the roof, breaking or cracking of windows or doors, bursting or leaking of water pipes, or water heaters or any other sudden emergency which renders the leased premises or its contents or occupants liable to imminent harm or other damage or destruction, Lessee shall promptly make all repairs reasonably necessary and possible to prevent future damage, destruction or injury to the leased premises, contents therein or occupants thereof. However, where Lessee is not competent by dint or lack of experience, training, proper equipment, or physical ability, Lessee is required to do only what he or she reasonably can do to retard the damage to the premises. Once done, Lessor is responsible to provide suitable competent persons and necessary material and equipment at the earliest possible time to reconstruct the damaged premises, providing the damage has not rendered the premises untenable. (See paragraph 6.)

**ATTACHMENT “2”, Page 7**

In the event that said sudden, emergency damage was not the responsibility of the Lessee, Lessee may submit to Lessor receipts, invoices, and other documents evidencing cost of materials used by Lessee in said repairs, and Lessor will reimburse the Lessee at the actual cost to Lessee.

10. **USE OF PREMISES** – Lessee agrees that the leased premises are to be used primarily for residential purposes and incidentally for the activity related to Lessee’s performance of his/her employment obligations with Lessor. Lessee may not use the premises as a retail or wholesale location for goods and/or services. However nothing here is intended

to limits Lessee's conduct of hobbies or other activities, which do not result in abusive use of the premises.

11. **APPLICATION OF LEASE** – This lease applies regardless of whether premises are owned by the Lessor or leased by the Lessor from other entities.
12. **CONDITION OF PREMISES AND FURNISHINGS** – Lessee hereby acknowledges receipt and acceptance of the leased premises with the particular items of furniture and appliances contained therein. Lessee further acknowledges that he/she has examined the premises and said furniture and appliances and that he/she finds the premises and said furniture and appliances in good order and condition except as noted on attached Appendix "A". At the termination of this lease, Lessee will yield to Lessor the premises and that such furniture and appliances in as good order and condition as at the date of this lease, ordinary wear and tear excepted, and extraordinary loss due to fire, storm and other causes beyond the Lessee's control excepted. Lessee shall neither remove or permit to

**ATTACHMENT "2", Page 8**

be removed any of said furniture or appliances from the leased premises, nor permit any part of said furniture or appliances to be exposed to the weather.

At the termination of the lease and any renewals thereof, the Lessor shall indicate in writing on Exhibit "A" its acceptance of refecton of Lessee's representation that furniture and appliances are returned in as good order and condition as at the date of this lease, ordinary wear and tear excepted and extraordinary loss due to fire, storm and other causes beyond the Lessee's control excepted. Any rejection of that representation will be fully explained thereon.

13. **INSURANCE** – Lessee may, at his or her option, maintain fire, hazard, theft or other insurance on lessee’s personal belongings kept in or upon the leased premises. Lessor will not act as insurer of Lessee’s personal property kept in or upon the leased premises. However, if loss of Lessee’s goods is due to negligence of Lessor either in its duty to provide a safe and habitable dwelling or as a result of acts of commission or omission of its agents, employees, guests or invitee, Lessee excepted, Lessor shall be responsible.
14. **ACCESS** – The Lessee shall not unreasonably withhold consent to the Lessor or its agents to enter into or upon the leased premises at reasonable times and in a reasonable unobtrusive manner in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the leased premises to prospective or actual purchasers, mortgages, tenants, workmen or contractors.

**ATTACHMENT “2”, Page 9**

Except in case of emergency, or unless it is impractical to do so, the Lessor shall give the Lessee at least Twenty-Four (24) hours advance notice of its intent to enter into the premises.

The Lessor or its agents may enter into the leased premises without the consent of the Lessee in case of emergency.

15. **EXTENDED ABSENCE** – The Lessee shall notify the local maintenance personnel and the Superintendent of any anticipated, extended absence by the Lessee from the premises in excess of two (2) days. Said notice shall be in writing delivered prior to the beginning of the absence.

16. **CONDEMNATION** – If the leased property, or any part thereof is taken by eminent domain, this lease expires on the date when the leased premises shall be so taken, and the rent shall be apportioned as of the date. No part of any condemnation award shall belong to the Lessee.
17. **JOINT AND SEVERAL OBLIGATIONS** – If more than one person is the Lessee of the premises, or if more than one person occupies the leased premises even though not all occupants have signed this lease, the undersigned Lessees shall be jointly and severally liable for all damages unless a defaulting occupant is an employee of Lessor in which case the nondefaulting tenant shall be responsible only for damage he/she actually caused, or knowingly permitted.
18. **NOTICE** – All notices required to be given by Lessee or Lessor pursuant to this agreement or law, shall be delivered or mailed, postage prepaid, to Lower Yukon School District, Attention: Superintendent, P.O. Box 32089, Mountain Village,

**ATTACHMENT “2”, Page 10**

Alaska 99632, unless Lessor notifies lessee in writing of another address to be used.

All notices required to be given by Lessor to Lessee may be delivered or mailed to Lessee at the leased premises described herein, and any such delivery or mailing to the Lessee at the leased premises shall constitute sufficient notice to the Lessee, unless Lessee has previously provided a written notice to the Lessor of the different address for Lessee’s receipt of notice.

19. **WAIVER** – Neither the acceptance of rent nor any other act of Lessor at any time or times after the happening of any event which would enable Lessor to cancel this lease or declare Lessee’s interest hereunder forfeited, shall operate as a waiver of any past or

future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of his/her right to cancel or terminate this lease at any time that cause for cancellation or termination may exist, or be construed so as to at any future time stop Lessor from promptly exercising any other option, right or remedy that it may have under any term or provision of this lease.

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Alaska.

LOWER YUKON SCHOOL DISTRICT  
LESSOR:

LESSEE:

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT "3", Page 1**

**MAINTENANCE REQUEST FORM**

Administrator Making Request: \_\_\_\_\_

Date: \_\_\_\_\_ House: \_\_\_\_\_ Site: \_\_\_\_\_

**EXPLANATION OF MAINTENANCE PROBLEM**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REMEDY**

\_\_\_\_\_

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Date Accomplished: \_\_\_\_\_

Please sign after work has been completed.

\_\_\_\_\_  
Signature of Person Completing Work

\_\_\_\_\_  
Signature of Administrator  
Certifying Completion

Copy to Superintendent