

NEGOTIATED AGREEMENT

Between The

LOWER YUKON SCHOOL DISTRICT

And The

LOWER YUKON EDUCATION ASSOCIATION

For 2016-2017 and 2017-2018

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ARTICLE I. RECOGNITION AND DEFINITIONS

- A. The District recognizes the Lower Yukon Education Association as the exclusive bargaining agent for the certified teachers of the District excluding the Superintendent, Instructional Leader, and Central Office Administrators who do not have primary responsibility working directly with students. (Note to Association. Type Ms remain in LYESPA)
- 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.
- C. The Association shall admit teachers to membership without regard to race, creed, color, national origin, sex, family, marital status, or change in marital status.
- D. Seniority shall be based on the following criteria in the following order:
 - 1. The number of paid contract days of Lower Yukon School District employment (including predecessor systems);
 - 2. The number of years of teaching experience;
 - 3. If after using these criteria teachers have the same seniority, seniority shall be established by lot.
- E. Full-time teachers are defined as teachers who are employed for a full work day and such teachers shall be entitled to all benefits under the terms of this Agreement.
- F. Part-time teachers shall be entitled to all rights and benefits found in this Agreement, except that salary and sick leave and personal leave shall be prorated, and the teacher shall reimburse the District for the cost of health insurance beyond the cost of single employee coverage. A part-time teacher is not entitled to either a preparation period or a duty-free lunch time. The District shall not be required to provide housing to said part-

time teachers unless, after District owned or leased housing is assigned to full-time teachers, vacancies are available for such part-time teachers. Furthermore, if such housing is provided to the part-time teacher, there shall be no proration of the rental payments charged for such housing.

G. A full-time certificated long-term substitute under contract for thirty (30) or more consecutive work days shall be entitled to all benefits under the terms of this Agreement except that:

1. Personal leave will be prorated.
2. Professional leave will be granted only at the discretion of the Superintendent.
3. The long-term substitute contract shall constitute notice of, and the statement of the cause for, the non-retention.

H. Superintendent shall mean the Superintendent or his/her designee.

ARTICLE II. DURATION

- A. This Agreement shall become effective on July 1, 2016, and shall continue in full force and effect until June 30, 2018. This Agreement shall be retroactive to July 1, 2016 for those teachers employed on the date of ratification.

- B. This Agreement constitutes the entire agreement between the District and the Teachers 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. This paragraph does not preclude either party from raising past practice to interpret ambiguous contract language.

ARTICLE III. DISTRIBUTION

The District shall provide each teacher with access to an electronic copy of this Agreement at the time the teacher is offered the first individual contract to be covered by the Agreement.

ARTICLE IV. CONFORMITY TO LAW

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

A. Membership

1. The District shall deduct annual Association dues in eight (8) equal monthly installments from October through May from the pay of any and all teachers who have authorized such a deduction. A signed Association membership form which authorizes said deduction is required.
2. Upon submission of a signed Association membership form to LYSD business office, payroll deductions shall commence with the October payroll, or, if either of the forms is submitted after October 15, the next monthly payroll. For deduction requests submitted after October 15, the Association dues shall be deducted in equal monthly installments as determined by the number of months commencing from the next monthly payroll after the submission date to May. These deductions as revised annually pursuant to paragraph 3 below shall continue from year to year without further authorization except that teachers may revoke their authorization as of September 1 of any calendar year by giving written notice to that effect by September 15 of that year. Such notice will be provided by the District to the Association President. If for any reason, excepting death or leave of absence due to illness, employment is terminated, amounts still owing under the authorization shall be deducted from the teacher's final pay.
3. The Association President shall inform the District, in writing, by September 30 of each year of any changes in annual united teaching profession dues.

4. The District shall forward all dues and fees collected, a list of teachers and the amount of their deduction to NEA-Alaska, Juneau office, with a copy to the Association President, as soon as is reasonably possible each month.

B. Save-Harmless

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability against the District which arise out of the District's compliance with this provision. The District shall notify and tender the defense to the Association within fifteen (15) working days of receiving any complaint regarding the enforcement of this provision. If the District fails to notify the Association within fifteen (15) working days, the Association's obligation under this provision shall be void.

ARTICLE VI. ASSOCIATION RIGHTS

A. Use of School Facilities

The Association shall be allowed to use school equipment, including typewriters, other duplicating equipment, computers, electronic mail and similar equipment at reasonable times and when such equipment is not otherwise needed for use. However, the use of all such school equipment in the Instructional Leader's office shall only be allowed with the approval of the Instructional Leader. The Association shall pay the reasonable costs of all materials, supplies, and charges associated with the use of such equipment and shall further pay for any damages resulting from Association misuse. Reasonable costs shall include copying charges of twenty-five cents (\$.25) per sheet.

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

B. Grievance Investigation

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

C. Association Official Access

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Upon entering school property an Association official shall inform the Instructional Leader of his/her presence and shall not interfere with the education process during the work day but shall be allowed to meet with a teacher(s) during the teacher(s) preparation period or duty-free lunch.

D. Association Officials

The Association shall inform the Superintendent in writing of any appointed or elected officials responsible for processing grievances, conducting negotiations or other District/Association relationships. The District shall not be obligated to acknowledge, accept, comply with or take any other action based on any request or action made by any person purporting to act as an Association official, unless such person's name appears on the list(s) provided by the Association pursuant to this paragraph.

Should any request or action be made by a person purporting to act as an Association official but whose name does not appear on the Association list(s), the District shall inform the Association President or designee of that occurrence; such notification shall occur within seven (7) working days, by email. For the purpose of grievance processing, the period beginning when the District knows of any such occurrence and ending when the Association receives notice of that occurrence shall not be considered as part of filing and processing time lines.

E. Association on the Board Agenda

The District shall provide a School Board packet to the Association President and an Association official at the site where the Board meeting has been initially schedule. The packet shall be delivered in the same manner that such information is provided to Board members.

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. An Association official, for the seat fare rate, not to exceed one hundred dollars (\$100.00), may attend all Board meetings using the same transportation, if space is available, as provided for the nearest Board member. The Association shall pay that seat fare amount within 10 days of its receipt of billing by the District. The District shall supply the Association President and each LYEA site representative with a copy of the agenda and official minutes at the same time that such information is provided to Board members.

F. Association on New Teacher In-Service Agenda

The Association shall be provided one (1) hour on the agenda at any New Teacher In-Service. The Association shall be entitled to have a table outside the meeting room, provided the location of the table is approved by the management of any non-District facility.

ARTICLE VII. NEGOTIATION

A. Inauguration of Negotiations

1. Either the District 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. Not later than ten (10) days following receipt of said proposals, the District 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 a complete counter-proposal to the other party at the onset.
4. The party's proposals shall be limited to Article XVIII and five (5) other items, which shall be single topics, as opposed to articles, of their choosing.
5. Any agreements reached shall be reduced to writing, and if ratified by the Board and Association, shall be signed by the designated officers of the Board and the Association.

B. Negotiations Ground Rules

1. The first session of negotiations shall be closed. Subsequent negotiating sessions shall also be closed unless the parties mutually consent to open sessions. Advisors and consultants may attend all closed sessions.
2. Negotiations shall normally take place during, but not be limited to, regular working hours.
3. Each negotiation's team, upon request, shall as soon as is practicable, make available to the other team specific items of public information in their possession pertinent to the negotiation's process. The cost of duplicating additional requested material shall be borne by the requesting party at the rate of twenty five cents (\$0.25) per sheet.
4. The District and the Association shall, upon request, provide each other with copies of any transcripts, or written minutes formal or informal of the negotiating sessions which may be used by either party to augment testimony as to the intent or meaning of the provisions of this Negotiated Agreement. This does not require either party to present the other party with notes prepared for internal use in the development of the party's strategy. Acceptance of possession of such minutes and/or transcripts does not obligate either party to accept their accuracy.
5. Consultants may be used by either party.
6. Both parties shall submit the Agreement reached in its entirety to their respective ratifying bodies, and ratification votes must be conducted within sixty (60) 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, wherever possible, shall provide the Association negotiating team space on District 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 provide the Association with forwarding addresses for returning teachers and the sixty (60) day limit set forth above shall be extended until September 15 to complete the ratification process.

C. Impasse Resolution

1. Except as otherwise provided below, impasse resolution shall occur as provided in the Public Employment Relations Act.
2. The expenses and fees of any mediator or advisory arbitrator shall be borne equally by the parties.

ARTICLE VIII. HIRING PRACTICES

A. Voluntary Transfers

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

1. Definition of Vacancy.

If a position becomes open at a site due to resignation, non-retention, termination of employment, leave of absence, reassignment to another position in the District, or because of the creation of a new position at the site, teachers assigned to the site shall be reassigned by the Superintendent or his/her designee. Upon completion of those reassignments, the remaining open position shall be considered the vacancy for which other teachers may request voluntary transfers.

2. District teachers will be given first consideration on the basis of their experience, qualifications, and length of service to the District to transfer to any vacant or new positions within the District. Written reasons for denial will be provided upon request. However, the District shall not arbitrarily or capriciously deny a voluntary transfer.

3. The District shall post vacancy or new position announcements at each site during the school year as soon as they are known.

4. Teachers desiring transfer to another position may leave a written application stating this at the Central Office prior to openings becoming available, and such teachers will be considered automatically without further action on their part. Such teachers shall be entitled to and may arrange for an interview, at their own

expense, with the Superintendent or the Superintendent's designee at the Central Office no later than seven (7) calendar days after the last day of school at the teacher's site.

5. A teacher who leaves such a written application at the Central 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 teacher's request for a 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".
6. The District shall allow teachers who are voluntarily transferring to utilize District charters on a space available basis to move personal belongings to their new teaching site.

B. Involuntary Transfers

1. The Association recognizes that the fulfillment of the District's legal responsibilities and duties may 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 five (5) working days after May 1. However, that date may be exceeded only in the event of unforeseen circumstances for which there is not a reasonable alternative. Provided, however, that the teacher must advise the Superintendent of any reasonable alternative of which he/she is aware.
3. An involuntary transfer will be made by the District only after a consultation, either by phone or in person, between the teacher and the Superintendent. If a

teacher is notified of an involuntary transfer at any such consultation, that notification shall be sufficient to meet the time deadlines set forth in paragraph B.2. above; provided that the teacher is sent written confirmation of the involuntary transfer and the reasons for the transfer.

4. All reasonable moving expenses related to the involuntary transfer shall be borne by the District.
5. No married teaching couple shall be separated through an involuntary transfer.
6. Classroom teachers shall not be involuntarily transferred to itinerant positions.

C. Definition of Transfer

A transfer shall mean a change of site or a change from an itinerant to a stationary assignment or vice versa.

D. Automatic Rehiring

All tenured teachers shall be automatically rehired if not notified of non-retention prior to May 15.

E. Individual Contracts

1. Reappointed tenured teachers shall receive their individual teacher contracts from the District no later than April 1. The teacher shall sign and return the contract to the District within thirty (30) days; the District shall return the signed contract to the teacher affixed with the signature of two Board members within thirty (30) days.
2. Individual teacher contracts may be terminated by the teacher without penalty or liability, provided notice to that effect is received by the Central Office prior to April 1. Such notice, if not in writing, must be confirmed in writing. An

individual teacher's contract may be terminated without prejudice at any time by written mutual consent of the parties. A teacher 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 teacher and the Superintendent shall take place, unless the teacher is not in the District, in which case a telephone conversation may substitute for the meeting. A teacher 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 teacher is not afforded any unilateral right to terminate the contract in the event of an adverse decision pursuant to the grievance process.

3. The individual teacher's contract shall include the assigned location, salary and tentative grade(s) and subject area(s), if known. If the grade(s)/subject area(s) are outside the teacher's major/minor areas, the Superintendent or his/her designee shall consult with the teacher prior to the formal assignment.
4. Each teacher may rely upon any such tentative grade(s) and subject assignment(s) for the purpose of acquiring additional academic credits which will allow movement on the salary schedule.
5. In the event that negotiations are not completed when individual teacher contracts are issued, the following statement shall be added to the individual contract:
“Negotiable items contained herein will be superseded by any collective bargaining agreement negotiated between the District and the certified teachers' exclusive bargaining agent.”

F. Certification Required

1. A teacher, prior to entrance on duty, must file with the District a current medical certificate in a form prescribed by the Commissioner of the Department of Education. The District may require a physical or other examination at any time or at more frequent intervals than the Department's required examination every three years at the District's expense.
2. A person may not be employed as a teacher in the Lower Yukon School District unless that person possesses a valid Alaska teacher's certificate, except that a person who has made application to the Department of Education for a teacher's certificate or renewal of a teacher's certificate which has not been acted upon by the Department of Education may be employed as a teacher 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 a certificate last longer than three (3) months. In the event the person does not obtain the certificate within the three (3) month period, any contract between the Lower Yukon School District and that person shall be null and void.

ARTICLE IX. TEACHER-DISTRICT RELATIONS

A. Personnel Files

All teacher's permanent personnel files and site 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 teacher and his/her designee(s). The file shall be open to the teacher for inspection during normal working hours, upon reasonable notice to the Superintendent. The file shall not be removed from the Central Office.
2. A teacher shall be sent a copy of all materials placed in his/her permanent personnel file at the time of its insertion in the file.
3. Evaluation forms and other documents pertaining to teacher performance shall be placed in a teacher's permanent personnel file.
4. Material which is derogatory to a teacher regarding that teacher's conduct, service, character, or personality shall not be placed in a teacher's permanent personnel file until the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signature does not indicate agreement with the content of the material.
5. No material in a teacher's permanent personnel file shall be removed without the consent of the Superintendent and the teacher. Material which is proved to be

factually inaccurate through the grievance procedure shall be removed from the permanent personnel file.

6. A teacher 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 permanent personnel file.
7. A site file may be kept by the site administrator. This site file would be limited to documents originating from or directed to the site. A teacher shall be entitled to inspect the site file upon appointment. A teacher's site file shall be forwarded to the Superintendent for placement of the materials contained therein accordance with this provision, upon the termination for any reason of the teacher's employment at that site.
8. A teacher shall be entitled to a copy of his/her permanent personnel file and site file upon request. The teacher shall reimburse the District for such copies at the rate of twenty-five cents (\$0.25) per sheet.

B. Academic Freedom

It is the intent of both parties to assure that teachers enjoy academic freedom in the District. Teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and are presented in a scholarly and objective manner with due consideration being given to the level taught. Such discussion may include presenting and interpreting facts and ideas concerning man, human society, and physical and biological world and other branches of learning.

It is recognized that academic freedom is subject to such parameters established by law, regulations, the accepted standards of professional responsibility, the Code of

Ethics of the Professional Teaching Practices Commission and the right and obligation of the District to consult and direct when necessary.

C. Protection from Assault and Vandalism

Any employment related assault, theft or vandalism upon a teacher shall be promptly reported to the District and to the Superintendent or his/her designated representative.

The District shall render all reasonable assistance to the teacher including but not limited to the handling of the incident by law enforcement and judicial authorities.

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

D. Personal Freedom

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

E. Duty-Free Lunch

Each teacher shall be given a thirty (30) minute duty-free lunch period between 11:00 a.m. and 1:00 p.m.

F. Nondiscrimination

The District shall not discriminate against any teacher 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 District shall not discriminate against any teacher on the basis of membership in the Association.

G. Witness

A teacher shall be entitled to have a witness present when he/she is being given a written reprimand or warning. If the teacher requests such a witness, the teacher will not be given that written reprimand or warning until the witness is present. The right to have a witness present shall be waived if the witness is not available by the end of the next scheduled work day.

ARTICLE X. SCHOOL DAY AND CLASSROOM RIGHTS

A. Teacher's Working Day

The length of the school day for each teacher within the District shall be seven (7) hours, exclusive of a thirty (30) minute duty-free lunch time. For the District-Wide Positions (Counselors, Librarian, Psychologist, Social Studies Specialist, and positions of a similar nature) the length of the working day shall be eight (8) hours when they are working at their permanent duty station.

The District-wides are not entitled to additional compensation for hours worked beyond the working day or for weekend counseling and/or crisis intervention activities. However, for such work, the District-wides are eligible for flex time upon the approval of the Superintendent or his/her designee.

B. School Calendar

Instructional Leaders will work with the school staff and the Local Advisory School Board Committees with guidelines established by the Board to establish the school calendar.

C. Preparation Period

All teachers directly involved in classroom instruction shall have the equivalent of at least fifty (50) minutes of uninterrupted, student and duty-free preparation time in segments no smaller than twenty (20) minutes each during each school day. The District will attempt to schedule those fifty (50) minutes in one block of time. Preparation time shall not be assigned to other duties without the consent of the teacher. If a teacher desires to teach during his/her preparation period, this is permissible, but shall not exempt him/her from added duties equitably assigned among all teachers pursuant to the

introductory paragraph of Article XIX, Added Duties. If at any time during the school day a teacher's class is under the sole responsibility of another teacher, for more than twenty (20) minutes, then such period of time shall be counted towards the preparation time provided for pursuant to this paragraph.

D. Equalization of Class Loads

The Superintendent shall direct all Instructional Leaders to equalize teaching loads as much as is educationally possible in all schools under their jurisdiction.

E. Classroom Visitors

All requests for classroom visitation must be cleared through the Instructional Leader. The teacher whose classroom is to be visited shall, if practicable, receive prior notice of such a visit.

F. Student Teachers

Teachers are under no obligation to accept a student teacher or teacher trainee.

G. Maintenance

The District 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 (including emergency lights), heat adequate to maintain 68 degree 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 XI. COMMITTEES

A. Committees

In the event that a committee is formed by the District to address housing, extra-curricular activities, in-service training, or evaluation plans or concerns, and if teachers are to be included on such committee, the Association shall be entitled to appoint one teacher to the committee.

District wide committees established pursuant to this Agreement or by the District which shall include teacher appointees shall be funded by the District; funding shall include travel, administrative leave and per diem expenses. The District reserves the right to limit the amount of funding.

ARTICLE XII. LEAVES

In accordance with A.S. 14.20.345, an approved leave of absence is not an interruption of the continuous service necessary to attain or retain retirement or tenure rights. However, the time spent on an approved leave of absence may not be counted in determining when a teacher has sufficient service to enable the teacher to acquire retirement or tenure rights.

All benefits to which a teacher 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. In addition, he/she shall be assigned an available position in the District which shall, if possible, be the same as or comparable to that which he/she held at the time leave commenced. However, to secure these rights, the teacher must return to duty at the expiration of the approved leave.

All requests and approvals or rejections shall be made in writing.

A. Compensated

1. Personal

- a. Each teacher 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 cannot reasonably be concluded outside of working hours. Personal leave may not be utilized on the first or last working days of the school year, or the day immediately before or after the Christmas vacation, without the prior consent of the Superintendent. Unused personal leave days may be accrued. However, a teacher cannot use more than six (6) such days in any

school year, but may accrue up to nine (9) days_per year. The following items shall apply to the use of personal leave:

- 1) The Instructional Leader should be notified as early as possible but no 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 eight (8) day accrual limit set forth above, a teacher who has accrued more than six (6) personal leave days at the end of a school year shall be paid at the teacher's current salary rate for each accrued day in excess of six (6). Therefore, teachers shall start new school years with no more than six (6) accrued personal leave days.
 - 3) Additionally, upon written request to the District not less than thirty (30) days in advance of the final pay day of the school year, a teacher's final paycheck shall include payment for any unused personal leave at the teacher's current daily rate of pay.
 - 4) In the event of the termination of an teacher's contract prior to the end of a school year, all accrued personal leave days shall be paid at that same rate.
- b. Teachers who cannot report to their work site due to travel delays beyond their control shall be allowed to use accrued personal leave. Beyond that period, teachers will be granted leave without pay.

Teachers are responsible for making reasonable efforts to return to site as quickly as possible. Additionally, they shall inform their site or the Central Office of the delay as soon as is possible.

If the delay occurs at another site of the District and if the Superintendent or his/her designee elects to have the teacher work at that site during the delay, those days shall be counted as regular work days and not as travel leave.

2. Leave for Court Duty

Per 4 AAC 09.020(b), a teacher, under an order of any court of competent jurisdiction, either as a witness or juror, or similar circumstances, shall receive his/her regular salary for time necessary and remit to the District any stipend received as compensation for those duties.

3. Sick

a. Annual: Sick leave with pay shall be granted all teachers at the rate of one and one-third (1-1/3) days for each school month or fraction thereof of actual service. Such sick leave days shall accrue on the last day of each month, the major portion of which the teacher has served, except that if the contracted for term of employment commences after the 15th of any month and terminates prior to the 15th day of any month the days employed during those two (2) months shall be cumulated to allow for the accrual of one and one-third (1-1/3) days of sick leave if such cumulation exceeds fifteen (15) days. A teacher shall be pre-credited with all sick leave he/she will earn during the year on the first day of contracted

employment. If a teacher 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 teacher 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 teacher, or to the teacher's child/legal ward residing in the teacher's household. Reasonable travel time to the nearest competent medical treatment is also allowed as sick leave. Elective medical/dental treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the teacher shall not be eligible for sick leave. A false statement regarding sick leave or the fraudulent use of sick leave shall subject the teacher to liability for such disciplinary actions as may be allowed under law and/or this Agreement.
- c. Advance Notice: Teachers unable to report to work at the designated time due to illness shall notify their immediate supervisor at the earliest possible time. In the event a teacher is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the teacher to notify their immediate supervisor 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. When a teacher's return to work following an extended absence due to illness, disability or injury of no less than fifty-five (55) days occurs within three (3) weeks of the end of the semester, the Superintendent may delay his/her return to his/her normal teaching duty until the commencement of the next semester. The Superintendent may temporarily assign the teacher to other professional duties so long as the teacher is allowed to perform such duties at his/her teaching location except that this restriction does not prohibit the Superintendent from having the teacher visit other sites in the course of carrying out the assigned duties, if medically acceptable.

4. Emergency

The District agrees to grant a 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, and third to leave without pay. The immediate family shall include a teacher's spouse, child, son-in-law, daughter-in-law, sister, brother, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchild, uncle, aunt, or any other member of the immediate household.

5. Military Leave

A teacher 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 teacher from the U.S. Armed Forces during said leave of absence shall be paid by the teacher 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.

7. Association

a. The Association shall be entitled to thirty (30) days of paid Association leave. In addition, the Association may purchase an additional ten (10) days of paid leave at the rate of a substitute's salary, whether a substitute is used or not.

b. Two (2) members of the Association's negotiating team shall receive administrative leave for negotiation sessions, including reasonable travel time. In addition, the Association may purchase an additional fifteen (15) days of paid leave for negotiations or related activity. The cost to the Association shall equal the per diem rate of substitutes for any such days used.

c. Twenty-four (24) hours prior notice will be given to the Instructional Leader if such 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, in writing, certify the authorization of the use of such leave upon notification by the Superintendent or his/her designee of such use.

8. Maternity

Teachers shall be eligible for maternity leave commencing and ending on the date recommended by the physician. Maternity leave shall be chargeable first to sick leave, then personal leave, leave without pay, and sick leave bank days as outlined in Subsection G. of the Sick Leave Bank; the remainder shall be leave without pay. At the conclusion of the maternity leave, the teacher may elect to take a leave of absence through the end of the present school year and up to the end of the following year. If the teacher wishes to return to the District at any time other than the start of a school year or at the semester break of a school year, permission of the Superintendent must be obtained.

9. Paternity

A male teacher shall be granted, upon request, seven (7) working days of leave to be with his spouse immediately prior to or immediately after the time of delivery. Such leave shall be charged first to sick leave, and then to leave without pay.

10. Parenting Leave

A leave of absence without pay may be granted by the District for parenting reasons.

11. Professional Leave

a. Discretionary Professional Leave

Professional leave may be granted by the District. As guidance to the teacher requesting the professional leave and to the District and/or its designees in considering the request, the requests should consider the educational needs and/or goals of the District and/or site, the cost, the teacher's experience, qualifications, length of service with the District, and the impact of the leave on the teacher's classroom/duties.

12. Yearly Statement of Accumulated Sick and Personal Leave

By the end of each school year the District shall provide all teachers with an official statement of their accumulated sick and personal leave. This statement shall be current as of the beginning of the subsequent school year.

B. Non-Compensated

1. Medical

A teacher 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.
- b. The leave may not exceed more than one (1) full school year.
- c. If the leave of absence is for less than the full semester or if the return to duty occurs during a semester the rights afforded the Superintendent in Section A, subsection 3, paragraph d of this Article shall prevail.

d. The District shall pay one-half (1/2) the cost of medical insurance during the leave of absence.

2. Personal or Professional

A leave of absence may be granted by the District for personal or professional reasons. A teacher may, at the time of requesting leave, condition the request on a guarantee of return to site. If the teacher desires, he/she may apply for voluntary transfer as per Article VIII, Hiring Practices.

3. Sabbatical Leave

a. Sabbatical leaves may be granted to teachers who meet or surpass the conditions outlined in the Alaska Statutes.

b. If such a sabbatical is granted, the District will, upon receiving a signed contract for the school year following the sabbatical, give the teacher a stipend and benefits as mutually agreed upon through the sabbatical application process; which stipend shall be a minimum of \$10,000.00.

4. Leave forms will be provided by the District to each site. Any teacher on one of the above mentioned non-compensated leaves will have the option of continuing his/her life and health insurance and retirement contributions without cost to the District. The teacher will reimburse the District for any costs incurred by the District by reason of this provision.

ARTICLE XIII. SICK LEAVE BANK

- A. The District will cooperate in the establishment of a voluntary Sick Leave Bank. Any bargaining unit member whose position requires a teaching certificate is eligible to participate.
- B. Each eligible employee will automatically donate one (1) day of his/her sick leave to the Bank on September 30th of each school year, or within thirty (30) days of initial employment, whichever is later. He/She will continue to be a member of the Bank unless he/she withdraws in writing prior to the donation date. If the Bank at the beginning of the new school year has a balance of 100 or more days, only newly hired eligible employees will have sick leave days deducted. The membership may donate additional days up to a total equal to three times the number of members. Such voluntary donations must be made before the end of the school year.
- C. In the event that the Bank becomes depleted during the school year, each member of the Bank will donate an additional day up to a maximum donation of two (2) days per year per participating employee. Teachers who have no personal sick leave days to donate and teachers who are on approved leaves of absence will donate required days on their first day of employment of the next school year.
- D. A person withdrawing from membership in the Bank shall not be refunded any donated days.
- E. The total number of days available for withdrawal in any one year will be no more than 400 days.
- F. A member will not be able to withdraw days from the Bank until his/her own sick leave and personal leave are depleted.

- G. After the condition of “F” above is satisfied, the first five (5) work days of illness will not be covered by the Bank but shall be charged to leave without pay.
- H. Sick leave bank days cannot be used for elective surgery, routine medical examinations, teeth cleaning, and similar medical choices that could be scheduled during vacations or when school is out for the summer.
- I. A member may only withdraw twice the number of sick leave days that he/she has accrued before the first day of contracted employment in any school year, or twenty-four (24) days whichever is greater. Notwithstanding, the member may only withdraw up to thirty-five (35)days in any school year.
- J. Persons withdrawing sick leave days from the Bank will not have to replace those days except as required as a regular contributing member of the Bank.
- K. Sick leave days can only be withdrawn from the Bank for the individual member's serious illness or injury For the purposes of this paragraph, medically necessary absence from work for maternity shall be a proper use of such days But shall not exceed a total of seven (7) days unless qualifying as a member's serious illness or injury for which the limits in Section I above shall apply.
- L. Requests for use of Bank days must be accompanied by a letter from the attending physician. The letter shall indicate the extent of the illness or injury and the anticipated length of the required absence from work . The request for withdrawal and use of days from the Bank shall be denied if the member fails to properly substantiate the medical necessity for the leave period.
- M. A Joint Sick Leave Bank Committee composed of two (2) members, one (1) teacher appointed by the Association and one (1) person appointed by the Superintendent shall be

established to implement, administer, oversee and approve withdrawals from the Bank. The Committee shall transact its business in writing, by phone or by radio and shall not expend any travel funds or be entitled to per diem unless approved in advance by the Superintendent in writing.

ARTICLE XIV. GRIEVANCE PROCEDURES

A. Definitions

1. A “Grievance” shall mean a dispute concerning the interpretation or application of this Agreement.
2. A “Grievant” shall be defined as a teacher, teachers 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.
5. A “Responsible Supervisor” is the Instructional Leader, Central Office administrator, or the Superintendent who is responsible for the alleged act or omission giving rise to the grievance.

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 position(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(s) of the grievant(s) and date. Forms for the purpose of filing and appealing grievances are attached as Attachment 2.
2. Inasmuch as it is desirable that grievances be resolved as quickly as possible, the number of days indicated at each level should be considered as maximum.

However, deadlines may be extended by mutual written agreement of the grievant and respondent. Such mutual agreement may be verbal with the requesting party confirming the agreement in writing. No request for deadline extension will be unreasonably denied.

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 record of each hearing shall be kept.
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 unless required by the final decision. 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 IX entitled Teacher-District Relations or as required by the final decision.
7. Beyond Level One, the grievant and/or respondent may be represented and may present evidence, and examine, and cross-examine witnesses.
8. If it is necessary for a grievant or Association representative(s) to attend a hearing during the working day, the Superintendent shall grant administrative leave for the purpose of attending the hearing.

9. No reprisals shall be taken against any person for participation in the grievance process.
10. If the Level One time limit is exceeded by the grievant, the grievance will have been waived. If Level Two, Three and Four time limits are exceeded by the grievant, the grievance will also have been waived unless the failure to comply with any such time limit is the result of factors beyond the Association's control. If a time limit is exceeded by the respondent the grievant may proceed to the next level of the procedure.
11. Grievance hearings shall be held at the place of the grievance origin, unless otherwise mutually agreed to by the 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 at Level Four. 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.
14. A grievance designating the Superintendent as the responsible supervisor shall proceed from Level One directly to Level Three.
15. A grievance involving housing rent disputes shall be initiated at Level One with the Director of Personnel.
16. A grievant shall attempt to identify the responsible supervisor prior to initiating a grievance; if, however, it is unclear as to who the responsible supervisor is the

grievance may be initiated with the Instructional Leader and shall proceed as specified in Section D, E, F, and G of this Article.

D. Level One: Informal Meeting

1. A grievance shall be initiated with an informal meeting between the responsible supervisor and the grievant or in the case of multi-teacher grievance between the responsible supervisor and an Association representative.
2. Such meeting(s) shall take place within thirty (30) days after the teacher knew or should have known of the cause of the grievance.
3. In the event that the grievant is not located in the same community as the responsible supervisor a letter mailed by the grievant within thirty (30) days after the grievance shall be in lieu of the initiation of the informal meeting and a written response from the responsible supervisor shall be mailed within seven (7) days after receipt of said letter.
4. If not satisfied at Level One, the grievant shall submit the grievance to the Association for evaluation. The Association must represent all grievants processing grievances beyond Level One.

E. Level Two

If the grievance is not settled at the Level One meeting, the Association shall have fourteen (14) days to file a written grievance with the responsible supervisor. The supervisor shall further investigate the grievance and if deemed necessary, hold a Level Two hearing, but in either case must submit his/her decision to the Association in writing within fifteen (15) days after receiving the written grievance.

F. Level Three

If the grievance is not settled at Level Two, the Association may appeal the written grievance to the Superintendent within fourteen (14) days from receipt of the Level Two decision. The Superintendent, or his/her designee, 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. The Superintendent, or his/her designee, shall provide no less than forty-eight (48) hours verbal or written notice of the hearing time and place to the Association representative. Re-notification shall not be required if the start of the hearing is delayed by weather or travel difficulties. However, re-notification shall be required if the hearing is canceled and a new hearing is scheduled.

G. Level Four

1. The Association may process the grievance to arbitration by notifying the Superintendent within twenty-one (21) days after receipt of the Level Three decision.
2. Within seven (7) days of receipt of the arbitration request, the District and the Association shall attempt to select a mutually agreeable Arbitrator.

3. If the District and Association are unable to agree on an Arbitrator within seven (7) days, the selection of the Arbitrator shall be in accordance with the procedures of the American Arbitration Association. 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 XV. REDUCTION IN FORCE

Reduction in force shall be in accordance with AS 14.20.177.

ARTICLE XVI. SUSPENSION, DISMISSAL, NON-RETENTION

Suspension, Dismissal, and Non-Retention action shall be in accordance with A.S. 14.20.170, 14.20.175, and 14.20.180. For purposes of providing reference to those statutory provisions, they are set forth below in their entirety. However, the incorporation into this Negotiated Agreement of those statutory provisions is not intended to, nor does it afford to the teachers' rights in addition to those contained in those statutory provisions, such as rights to grieve actions taken pursuant to those statutes.

A. Dismissal (A.S. 14.20.170)

1. A teacher, including a teacher who has acquired tenure rights, may be dismissed at any time only for the following causes:
 - a. Incompetency, which is defined as the inability or the unintentional or intentional failure to perform the teacher's customary teaching duties in a satisfactory manner;
 - b. immorality, which is defined as the commission of an act that, under the laws of the state, constitutes a crime involving moral turpitude; or
 - c. substantial noncompliance with the school laws of the state, the regulations or bylaws of the department, the bylaws of the district, or the written rules of the superintendent.
2. A teacher may be suspended temporarily with regular compensation during a period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal according to A.S. 14.20.180.
3. A teacher who is dismissed under this section is not entitled to a plan of improvement under AS 14.20.149.

B. Non-Retention (A.S. 14.20.175)

1. A teacher who has not acquired tenure rights is subject to non-retention for the school year following the expiration of the teacher's contract for any cause that the employer determines to be adequate. However, at the teacher's request, the teacher is entitled to a written statement of the cause for non-retention. The boards of city and borough school districts and regional educational attendance areas shall provide by regulation or bylaw a procedure under which a non-retained teacher may request and receive an informal hearing by the Board.
2. A teacher who has acquired tenure rights is subject to non-retention for the following school year only for the following causes:
 - a. The school district demonstrates that
 - 1) The district has fully complied with the requirements of AS 14.20.149 with respect to the tenured teacher;
 - 2) the teacher's performance, after completion of the plan of improvement, failed to meet the performance objectives set out in the plan; and
 - 3) the evaluation of the teacher established that the teacher does not meet the district performance standards;
 - b. immorality, which is defined as the commission of an act that, under the laws of the state, constitutes a crime involving moral turpitude; or
 - c. substantial noncompliance with the school laws of the state, the regulations or bylaws of the department, the bylaws of the district, or the written rules of the superintendent;

C. Procedures Upon Notice of Dismissal or Non-Retention (A.S. 14.20.180)

1. Before a teacher is dismissed, the employer shall give the teacher written notice of the proposed dismissal and a pretermination hearing. A pretermination hearing under this section must comport with the minimum requirements of due process, including an explanation of the employer's evidence and basis for the proposed dismissal and an opportunity for the teacher to respond. If, following a pretermination hearing, an employer determines that dismissal is appropriate, the employer shall provide written notice, including a statement of cause and a complete bill of particulars, of the decision. The dismissal is effective when the notice is delivered to the teacher.
2. An employer that has decided to nonretain a tenured teacher shall provide the teacher with written notice, including a statement of cause and a complete bill of particulars. The notice must comply with AS 14.20.140(a).
3. Within 15 days after receipt of a decision of dismissal under (a) of this section or nonretention under (b) of this section, a teacher may notify the employer in writing that the teacher is requesting a hearing before the School Board under (d) of this section, or that the teacher is invoking the grievance procedure under (e) of this section.
4. Upon receipt of a request for a hearing, the employer shall immediately schedule a hearing and notify the teacher in writing of the date, time, and place of the hearing. The teacher may elect to have either a public or a private hearing, and to have the hearing under oath or affirmation. The parties have a right to be represented by counsel and to cross-examine witnesses. The teacher has the right

to subpoena a person who has made statements that are used as a basis for the employer's decision to dismiss or nonretain. A written transcript, tape, or similar recording of the proceedings shall be kept. A copy of the recording shall be furnished to the teacher, for cost, upon request of the teacher. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing and must contain specific findings of fact and conclusions of law. A copy of the decision shall be furnished to the teacher within 10 days after the date of the decision. If the school board sustains the dismissal or nonretention, the teacher may appeal the decision to the superior court for judicial review based on the administrative record.

5. Upon receipt of a notice invoking the grievance procedures, the school board shall immediately schedule an informal hearing and notify the teacher in writing of the date, time, and place of the hearing. The hearing is for the purpose of reviewing the statement of cause and bill of particulars and not for the purpose of taking evidence. The teacher may choose whether the informal hearing is held in public or in private. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing. The board shall promptly furnish a copy of the decision to the teacher. If the board sustains the dismissal or nonretention, the teacher may, within 15 days after receipt of the decision, give written notice to the school board and submit the matter to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator is final and binding on the school board, the teacher, and the bargaining organization representing the teacher, if any. If the school board and

the teacher agree, they may waive the informal hearing under this subsection and submit the matter directly to arbitration.

D. Non-Tenured Teacher Procedure Upon Notice of Non-Retention

A non-tenured teacher who is non-retained may request an informal hearing before the Board. Such request shall be in writing within fifteen (15) days of receipt of the notice of non-retention. The hearing shall be held by the Board at its next regular meeting following receipt of the request.

The hearing may be open or closed at the teacher's request. All witnesses shall be sworn. The teacher may be represented by counsel and may present, examine, and cross-examine witnesses. A written transcript, tape, or similar recording of the proceedings shall be kept. Transcribed copies shall be furnished to the teacher for cost upon his/her request. The vote shall be by roll call. Written notice of the Board's decision shall be furnished to the teacher within ten (10) days of the date of the hearing and shall include the specific reasons upon which the decision was based.

E. Notification and Due Process.

No data shall be used in any adverse personnel action against a teacher unless the teacher has been notified of the matter in a timely manner and given a reasonable opportunity to improve where appropriate.

F. Teacher Discipline.

Teachers shall not be disciplined without just cause. For the purposes of this paragraph, discipline means a written warning or reprimand, a disciplinary suspension without pay, or a disciplinary reduction of any benefit provided under this Agreement.

ARTICLE XVII. EVALUATION

A. Purpose

Evaluation of the performance of a teacher shall be directed toward improving the quality of instruction and facilitating learning, however, evaluations shall also serve as a method of gathering data relevant to subsequent employment status decisions pertaining to the teacher.

B. Evaluation Instrument

Board approved teacher evaluation instruments, developed in accordance with 4 AAC 19.010 through 4 AAC 19.060 will be used. The instrument, however, will include only those items which reasonably relate to the effectiveness of the teacher in the District's educational program and may not penalize a teacher for exercising his/her rights under this Agreement.

C. Methodology (Applies to the District-Wide positions if classroom teaching is a major portion of their job). For non-tenured teachers the above referenced evaluation instrument shall provide for at least two formal written evaluations each of which shall be preceded by a formal classroom observation. For tenured teachers the above referenced evaluation instrument shall provide for at least one formal written evaluation which shall be preceded by a formal classroom observation. These evaluations shall occur prior to consideration for retention. The formal classroom observation(s) of a teacher shall be made by a certificated employee of the District and shall be both preceded and followed by a conference between the teacher and evaluator. The formal written evaluation shall also be preceded and followed by a conference between the teacher and the evaluator. A post-classroom observation conference may take place at the same time as the post-

evaluation conference if the conference is held within three (3) work days of the observation.

D. Extraneous Material

Any material originating from sources other than the evaluator shall be, if they are to be used in evaluating a teacher, reduced to writing and shall indicate the source of such information. A teacher shall receive a copy of any such material and may request a meeting with the evaluator to discuss the content.

E. Files

Acknowledgment of content signed by both the evaluator and the teacher must appear on the written evaluation, prior to submitting the evaluation for inclusion in the personnel file.

F. In-service

The District shall conduct an in-service program on the evaluation instrument prior to the first formal written evaluation.

ARTICLE XVIII. SALARY

A. Salary Schedule for 2016-2017

Step	Bachelor	B+18	M or B+36	M+18 or B+54	M+36 or B+72
1	50,066	53,673	57,285	60,894	64,502
2	53,673	57,285	60,894	64,502	68,112
3	57,285	60,894	64,502	68,112	71,722
4	59,540	63,147	66,759	70,369	73,977
5	61,798	65,405	69,013	72,625	76,233
6	64,049	67,660	71,269	74,881	78,489
7	66,592	69,918	73,528	77,134	80,745
8		72,699	75,782	79,390	83,001
9			78,803	81,646	85,258
10				84,900	87,513
11					91,005

B. Salary Schedule for 2017-2018

Step	Bachelor	B+18	M or B+36	M+18 or B+54	M+36 or B+72
1	50,817	54,478	58,144	61,807	65,470
2	54,478	58,144	61,807	65,470	69,134
3	58,144	61,807	65,470	69,134	72,798
4	60,433	64,094	67,760	71,425	75,087
5	62,725	66,386	70,048	73,714	77,376
6	65,010	68,675	72,338	76,004	79,666
7	67,591	70,967	74,631	78,291	81,956
8		73,789	76,919	80,581	84,246
9			79,985	82,871	86,537
10				86,174	88,826
11					92,370

C. Column Placement

1. Initial placement and subsequent horizontal movement shall be based on official transcripts and records submitted to the District by the teacher.
2. Reference to credit hours, means semester hours or the equivalent earned subsequent to the conferring of the relevant degree.
3. Credit hours utilized for placement purposes must have been earned as a requisite for an actively sought advanced degree, or be in the teacher's major or minor field, special Ed, or ESL, or in a field relevant to the teacher's present or previously assigned teaching area, or with the written approval of the Superintendent or his/her designee. Credits must be earned from accredited institutions approved by D.E.E.D., except for credits earned at the District's August in-service.
4. For initial placement or horizontal movement the following minimum mix of college level courses must be met, except that one-half of the graduate level requirement may be professional development (500-level courses) earned subsequent to July 1, 2002, from the University of Alaska system, Alaska Pacific University, or Sheldon Jackson College:

COLUMN

Minimum Required Credits for Placement on or Movement to a Column

	All/Levels	Junior/Senior or Grad. Levels	Graduate Level	Total
B+18	18	0	0	18
B+36	18	9	9	36
M+18	0	6	12	18
B+54	18	18	18	54
M+36	6	9	21	36
B+72	21	24	27	72

5. A doctorate degree conferred or the completion of all requirements for conferring a doctorate degree except completion of the/a dissertation shall be the equivalent of a Master's plus thirty-six.
6. The credits of employees employed prior to the 1980-81 school year counting for column placement on the salary schedule shall not be diminished by the adoption of the requirements specified above. However, any future horizontal movement by current employees shall be based on their having obtained the minimum credits required for movement to the next column.

D. Placement on the Appropriate Step

For the purpose of placement on the appropriate step of a column, each year of documented teaching experience to a maximum of five (5) years shall be credited.

E. Documentation

1. It is the responsibility of each teacher to provide the District with credentials, official transcripts, degrees and experience. Such proof must be in the hands of the District no later than October 25, or the District shall place the teacher on the appropriate column and step based on records on file with the District as of

October 25. The October 25th deadline will be extended, however, if the teacher 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 teacher shall inform the District in writing of the documents which the teacher has requested pursuant to this paragraph. In addition, after written request by the teacher, the District shall acknowledge receipt of such documents to the teacher. A written decision by the District relating to placement of the teacher on the appropriate column and step based upon the records received by the District shall constitute such an acknowledgment.

2. Adjustment of Errors. In the event that either the District or a teacher finds that the teacher 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 teacher a salary adjustment shall be made as follows:
 - a. 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 teacher's salary payment shall be adjusted so that his/her corrected annual salary will have been paid with the receipt of his/her final paycheck.
 - b. 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 teacher's salary payment shall be adjusted commencing with the next pay period to reflect the amount of annual salary the teacher would have been entitled to had he/she been properly placed on the salary

schedule divided by the number of pay periods that the teacher had selected for the year.

F. Standard Teacher Contract

A standard classroom teacher's contract shall consist of 188 days to begin not before August 15 and end not later than June 10, except that teachers in their first year in the District, including teachers who may have worked for the District in the past, may be required to work a 190-day contract at the discretion of the District. The two additional days shall be paid at the per diem rate as calculated per Paragraph H below. This will include 180 days in session and two (2) or three (3) work days depending upon whether the school calendar encompasses five (5) or six (6) paid school holidays to begin not before August 1 and end not later than June 10. If the contract is to be extended beyond 188 days, the District shall notify the employee by May 1. However, the May 1 date may be extended in the event of unforeseen circumstances requiring the services of the District-Wide teacher.

If the length of the District-Wide contract is extended after May 1, the District agrees to reimburse the teacher for airline ticket penalties incurred due to canceled travel arrangements.

G. Extended Contracts

Extended contracts shall be offered on a voluntary basis and paid for at the per diem rate determined by dividing the teacher's annual salary by 188 days. For District-Wide positions, contracts may be extended at the District's discretion up to 210 days as per Article XVIII, Paragraph G. above.

H. Lead Teachers

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The Instructional Leader, with the concurrence of the Local Advisory School Board Committee, and with the approval of the Superintendent may designate a teacher to serve as “Lead Teacher”. Such an assignment shall be voluntarily assumed by the teacher who shall receive a supplemental salary of \$2,650 for performing such duties as assigned by the Instructional Leader.

I. Payment

The Board shall pay each teacher his/her annual salary in ten (10) equal installments commencing on the last working day of August, unless the Payroll Supervisor, or his/her designee, is notified by August 15 that a teacher is electing twelve (12) equal monthly payments.

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive pay checks on the last previous work day. The final payment shall be made within fifteen (15) days after the last working day of the school year. A teacher shall have the right to have his/her pay direct-deposited in a financial institution of his/her choosing. Responsibility for making arrangements with the financial institution shall rest with the teacher. A teacher may make such an election once each year except that he/she may choose to discontinue the direct-deposits upon giving timely notice to the District Payroll Office.

J. Medical Insurance

The District shall provide medical, vision, audio, and dental insurance for each teacher and the teacher's spouse and dependents. The coverage shall equal or exceed the coverage benefit levels provided during the 2015-2016 school year, with the exception of the following specific agreed upon changes:

1. The Individual deductible shall be \$200. The Family deductible shall be \$370. The increased deductibles shall be retroactive to July 1, 2016 for calendar year 2016.
2. Teachers shall pay to the District, through monthly payroll deductions, a school year premium of \$300 commencing July 1, 2016.

The coverage shall run from September 1 to August 31 of the subsequent year, except that for non-returning teachers, coverage ends June 30.

If a teacher'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 Administrative Association, and the couple has dependent children, either the teacher 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.

K. Life Insurance

1. The District shall provide \$50,000 of term life insurance for each teacher.
2. The District shall provide each teacher \$50,000 of accidental death and dismemberment.

L. Travel Pay

The Board agrees to reimburse each teacher each year for one round-trip air fare per work year, scheduled air carrier tourist or seat rate, from duty station to Anchorage and return. To receive the reimbursement the teacher must either present a receipt for payment of the ticket, or, if no receipt is provided, request that the District provide him/her with payment which is equal to the applicable air fare. Payment will be made within thirty (30) days of receipt of request. The return fare will be forfeited by a teacher 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 teacher. Travel pay shall not be forfeited by a teacher who cannot fulfill his/her contract because of physical or mental incapacitation as certified by a physician.

ARTICLE XIX. ADDED DUTY

The District and the Association recognize that, as professionals, teachers are expected to carry out duties which go beyond instruction, classroom preparation, and the Article X work day. Certain of those duties to which teachers are not entitled to additional compensation are professional responsibilities which include reasonable assignment to such activities as staff meetings, parent meetings, committee meetings located at the site, and preparation of routine reports.

Added duties to which teachers are entitled to compensation are those as follows:

A. District Responsibilities

Teachers may be reasonably assigned to such activities as reporting to the School Board, participation in District wide committees, and participation or reporting to governmental bodies or boards or committees of public agencies and governmental bodies. A teacher assigned to such activities shall receive the District per diem allowance, travel and administrative leave while performing said activities. If such duties periodically require a substantial time commitment beyond the regular school week, the teacher shall receive his/her daily salary for weekend, holiday or school vacation work. Nothing in this section prohibits the teacher from volunteering his/her services for District responsibilities without compensation.

B. Compensated Added Duties

Compensated added duties shall include assignment to student athletics and student activities. Compensated added duties shall be governed as follows:

1. By the end of September, when possible, but in any event, before the activity begins, the Instructional Leader shall designate, with the concurrence of the local advisory school board committee, and with the approval of the Superintendent,

those teachers to be offered added duty assignments during the school year. The District reserves the option not to re-employ a teacher for an added duty assignment for the subsequent school year.

- 2. Added duty assignment shall be voluntarily assumed by teachers and efforts shall be made to equitably distribute such assignments. Within fifteen (15) days of accepting the assignment of an added duty, the teacher shall be given a written confirmation of the assignment and the compensation.
- 3. Compensation for each team or activity assignment for the duration of this Agreement shall be determined according to the following schedule:

<u>Activity</u>		
Group 1:	High School Basketball	\$2,450
Group 2:	High School Wrestling High School Volleyball	\$1,900
Group 3:	Yearbook Advisors Student Council Advisors	\$1,700
Group 4:	Elementary Basketball Elementary Wrestling Elementary Volleyball	\$1,100
*Group 5:	Cheerleading X-Country Track X-Country Skiing	\$900
*Group 6:	Elementary NYO Advisor (Athletic/Academic Combination) High School NYO Advisor (Athletic/Academic Combination) High School Academic Decathlon Club Advisors	\$900

Group 7:	Tournament Directors Event Coordinators (NYO, Decath.)	\$150 per tournament or event
Group 8:	Site Technology Coordinator	\$2,000

*Groups 5 and 6 require a minimum of four (4) weeks preparation.

4. A teacher assigned to be a class trip sponsor shall receive Sixty Dollars (\$60.00) per Saturday and/or Sunday while traveling with students out of the District.
5. A teacher shall be paid for the activity in the first payroll check subsequent to the conclusion of the activity provided, however, that a bill approved by the Instructional Leader shall be submitted to the Central Office no later than thirty (30) days subsequent to the conclusion of the activity.
6. The amount determined to be paid for such added duties may be divided between individuals acting as co-coaches or co-sponsors.
7. Nothing in this section prohibits the teacher from volunteering his/her services without compensation. However, in the event that adequate funding is not available to provide all of the compensated added duties desired at a site, teachers at that site shall not be pressured or coerced, either directly or indirectly, to forego compensation for added duties for the purpose of enabling student athletics or student activities to take place.
8. Any activity not specifically specified in paragraph 3 above, but which is an assigned student athletic or student activity duty shall be assigned to the group which most accurately reflects the services required to carry out said assignment.

9. Compensated added duties will be assigned to applicants on the basis of qualification.
10. Teachers who are not assigned to a compensated added duty may not be required to supervise such activities, either on or off site.

C. Resolution of Reasonable Assignment to Professional Responsibilities Dispute

If a teacher grieves as unreasonable, professional responsibility assignments to such activities as staff meetings, parent meetings, committee meetings located at the site, and preparation of routine reports, the grievance may only be prosecuted to Level Three. If the Superintendent uses a designee at Level Three, the designee shall be a member of the Central Office staff. The Superintendent's decision at said level shall be final and not subject to Level Four arbitration.

ARTICLE XX, HOUSING

A. The District will provide adequate, furnished housing for all teachers. Adequate housing shall include running potable water; chemical, humus or flush toilets; electricity; refrigerator; stove; freezer; washer and dryer; and adequate storage space. The District and the Association agree that the District has met this responsibility for the duration of this Agreement by providing the housing listed in Attachment 3 for assignment to teachers. However, the Superintendent and the Association President shall meet to review if a house on the list shall be removed from the list because it is no longer needed. If the Superintendent and the Association President do not agree, the Superintendent shall decide, and his/her decision may be grieved.

B. Housing Assignment

1. During the school year, teacher housing shall be assigned by a Site Housing Committee composed of the Instructional Leader, the Association building representative, and one other teacher appointed by those two. Disputes concerning the appointment of a third Site Housing Committee member shall be resolved by the toss of a coin. Housing assignments shall be made as follows:
 - a. Teachers returning to the site shall receive the same unit that they occupied the previous year unless they request a different unit.
 - b. Teachers shall be assigned to units based first on continuous site seniority, second continuous District seniority, and third new hires. In the event that two or more teachers have the same site and District seniority and desire the same house(s) and needs are essentially similar, assignments will be determined by lot.

- c. Teachers changing units pursuant to subparagraph b above from one school year to the next must vacate their prior unit and move into the newly assigned unit no later than June 1.
 - d. Site seniority shall include the continuous experience of BIA teachers at that site for those BIA teachers who transferred to the District.
 - e. Notwithstanding subparagraphs a, b and d above, a housing unit may be assigned to a teacher if that teacher demonstrates an overriding need for that unit.
- 2. Disputes concerning housing assignments made pursuant to paragraph B.1. above shall be resolved by the Superintendent and President of the Association who shall make a decision within ten (10) days of receipt of an appeal. An unanimous decision by the Superintendent and Association President may not be grieved. However, in the event that the Superintendent and President of the Association cannot agree, the Superintendent shall resolve the dispute, but his/her decision may be grieved.
 - 3. New teachers hired between the last day and the first day of the school year will be assigned to housing units by the Superintendent or his/her designee.
 - 4. Disputes concerning housing assignments made pursuant to paragraph B.3. above may be grieved.
- C. For the purpose of housing assignment, all District owned or leased housing units available for teacher assignment are set forth in Attachment 3. Units becoming available for teacher assignment during the term of this agreement shall be added to Attachment 3 by the Superintendent.

- D. Prior to the expiration of this Agreement each site will have a permanent housing unit designated for the site administrator. The designation will be made from the units set forth in Attachment 3. The timetable for this designation and the specific designation of the unit will be determined by the Superintendent after considering the recommendations of the Site Housing Committees. Disputes concerning the designation shall be resolved by the procedure set forth in Paragraph B.2. above. If the Superintendent wishes to change the housing unit previously designated for the site administrator the procedure set forth above for the initial designation shall be followed.
- E. Due to the District's financial commitment in providing housing, the impact of inadequate housing on the delivery of the District's education programs, and the scarcity of private housing, teachers who do not reside in a home owned by the teacher or his/her spouse in the village where they teach, will be required to live in District supplied housing as a condition of employment. Rents will be paid via payroll deductions. Teachers 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 4.
- F. The Association shall be consulted annually for suggestions concerning housing needs, priorities, and design.
- G. 1. For the purpose of determining rents the District and the Association established five classes of houses. The general criteria stated below for each class of house is designed to be descriptive rather than qualitative. Each individual unit was assigned to a housing class based on its merits relative to other teacher housing.
- “A” Houses: In general, houses or apartments of fine quality, ample roominess, and connected to sewers.

“B” Houses: In general, houses, apartments, and trailers of good quality and roominess; and connected to sewer or other humus or chemical toilets.

“C” Houses: In general, houses, apartments, and trailers of adequate quality and roominess; and connected to sewer or with humus or chemical toilet or honey bucket.

“D” Houses: In general, houses that would otherwise fit into category “C” but which have only one bedroom.

“E” Houses: In general, houses, apartments and trailers of poor quality or uncomfortably small or any house, trailer or apartment which lacks electricity or water.

2. Any A, B, C, or D house that loses heat for more than five (5) days in a month shall have its monthly rental rate reduced to the monthly rental rate for housing at the next appropriate level, unless the loss is not within the District’s control.
3. The current categorization of houses is contained in Attachment 3 and will remain in effect for the duration of this Agreement. In the event the District seeks a higher categorization of a house during the term of this Agreement, or in the event the Association seeks a lower categorization of a house during the term of this Agreement, the agreement of the Association to that higher categorization and the agreement of the District to the lower categorization shall not be unreasonably withheld. The District may grieve the failure of the Association to agree to that higher categorization by notifying the Association within ten (10) days of its intent to process a grievance to arbitration. Upon such notification, the provisions of Article XIV, Paragraph G.2. and 3. shall be followed. Any housing units added

subsequent to the establishment of Attachment 3 shall be assigned to the appropriate category by the District with the concurrence of the Association. If the concurrence of the Association is unreasonably withheld, the District may file a grievance under the same procedures set forth above.

- H. 1. Each teacher shall pay an amount equal to the base unit rent divided by the total number of District employees residing in the unit. Each unit occupied by at least one teacher shall generate the following basic rent:

<u>Housing Type</u>	<u>Annual Basic Rent</u>
A	\$6,400 – Increases to \$6,900 in FY’16
B	\$5,400
C	\$4,900
D	\$3,000

- 2. Each teacher shall generate his/her portion of the Annual Basic Rent for the housing unit to which he/she is assigned, regardless of whether or not the teacher intends to return for the subsequent year. However, any teacher who submits a resignation to the District for the following school year by April 1, with said resignation being accepted by the District, will not have to pay his/her monthly portion of the Annual Basic Rent for the months of June or July. Furthermore, any teacher who submits a resignation to the District for the following school year by May 15, with the resignation being accepted by the District, will not have to pay his/her monthly portion of the Annual Basic Rent for the month of July. In conformity with Article XVIII, Paragraph K, those resigning teachers will

continue to receive medical insurance through June 30. Teachers hired for less than a full school year shall have their Annual Basic Rent prorated accordingly. However, if a teacher and the District mutually agree for the District to utilize the unit during the summer months, no rent shall be owed for the relevant period.

3. All teachers who submit resignations to the District for the following school year prior to May 15, with said resignations being accepted by the District, must vacate their housing unit by June 1. For teachers resigning subsequent to May 15, the provisions of Paragraph 2 of the Residential Teacher Lease allow the District to terminate the lease and re-enter and take possession of the premises upon providing written notice to the teacher.
4. Any teacher living in a unit as the sole District employee by assignment, not need or request, shall pay only one-half (1/2) the basic rent unless the housing unit is a type "D" unit in which case the teacher will pay full base rent. This paragraph does not apply to teachers with children, or teachers whose spouses are not employed by the District.

I. Miscellaneous Provisions

1. No more than two District employees may be assigned to the same unit without the 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 teacher housing, except for such maintenance functions required of the owner of the units leased by the District. All local maintenance needs for which the District is responsible, will continue to be the responsibility of the District's local maintenance person 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.

3. It will be the responsibility of the teacher making a maintenance request to fill out a Maintenance Request Form to insure that the problem has been brought to the attention of the Instructional Leader and is understood. Upon accomplishment of the necessary repairs, a copy of the completed form shall be provided to the Association building representative and the person having made the request. A copy of the official Maintenance Request Form is set forth in Attachment 5. If a Maintenance Request submitted by a teacher is not resolved within thirty (30) days, the teacher, upon request, shall be entitled to a written explanation as to why the requested maintenance has not been resolved. However, in emergency situations the maintenance request shall also be cc'd to the Director of Maintenance. If the requested maintenance has not been resolved within three (3) days the teacher can contact the Director of Maintenance directly.
4. All teacher housing units shall be non-smoking. No registered sex offenders shall reside in a teacher housing unit.
5. If there is no housing unit at site designated for District-Wides, District-Wides shall receive \$20 per day.

ATTACHMENT 1A

TO: School Business Office

Authorized Payroll Deductions

PRINT NAME _____

SOCIAL SECURITY # _____

The Lower Yukon School District Business Manager is hereby authorized to deduct from my salary dues for the Lower Yukon, State and National Education Associations as per the Negotiated Contract.

Deductions shall continue until the Lower Yukon School District Business Manager receives notification to discontinue deductions as per the Negotiated Contract.

The annual deductions shall be equal to the total dues of the Unified Education Associations and the additional voluntary contributions of:

_____ PACE, _____ DEFENSE, _____ NEA-PAC.

Amount of the above dues will be sent each year to the School Business Office by an officer of the Lower Yukon Education Association.

SIGNATURE _____ DATE _____

ADDRESS _____

ATTACHMENT 1B

ATTACHMENT 2A

LOWER YUKON SCHOOL DISTRICT
TEACHER GRIEVANCE FORM
LEVEL TWO

1. Name of grievant: _____.
2. Date: _____ 3. Assignment: _____.
4. Community: _____.
5. Statement 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's Signature

7. Supervisor's Remarks: _____
- _____

8. Decision of Supervisor: _____
- _____

Supervisor's Signature

DATED: _____

ATTACHMENT 2B

LOWER YUKON SCHOOL DISTRICT
TEACHER GRIEVANCE FORM
LEVEL THREE

(Copy of Level Two 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's Signature

7. Superintendent's Remarks: _____
- _____
- _____

8. Superintendent's Decision: _____
- _____

Superintendent's Signature

DATED: _____

ATTACHMENT 2C

LOWER YUKON SCHOOL DISTRICT
TEACHER GRIEVANCE FORM
LEVEL FOUR-REQUEST FOR
ARBITRATION

(Copies of completed Level Two and Three forms 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 FOUR OF NEGOTIATED AGREEMENT.

Association Representative's Signature

DATED: _____

ATTACHMENT 3

<u>Site</u>	<u>Unit</u>	<u>House No.</u>	<u>Housing Type</u>
Alakanuk	Trailer #1	0020	B
	Trailer #2	0021	B
	Trailer #3	0022	B
	House	0023	B
	BIA Trailer #2	0025	B
	BIA Trailer #3	0026	B
	BIA Trailer #4	0027	B
	Triplex	0029	A
	Triplex	0030	A
	Triplex	0031	A
	Duplex 1	0032	A
	Duplex 2	0033	A
	Emmonak	House #1	0040
House #2		0041	B
House #3		0042	B
House #4		0043	B
BIA #1		0044	B
BIA #2		0045	B
BIA #3		0046	B
BIA #4		0047	B
House #5		0048	A
House #6		0049	A
House #7		0050	B
House #8		0051	B
House #9		0052	B
House		0053	B
Hooper Bay	Apt #1		A
	Apt #2		A
	Apt #3		A
	Apt #4		A
	Apt #5		A
	Apt #6		A
	Apt #7		A
	Apt #8		A
	Apt #9		A

Apt #10	A
Apt #11	A
Apt #12	A
Apt #13	A
Apt #14	A
Apt #15	A
Apt #16	A
N-1	A
N-2	A
N-3	A
N-4	A
S-1	A
S-2	A
S-3	A
S-4	A

Kotlik

Corp House #1	0080	B
Corp House #2	0081	B
Corp House #3	0082	B
BIA #2	0084	B
Duplex #1	0085	A
Duplex #2	0086	A
Duplex (3 Bedroom)	0087	A
Duplex (3 Bedroom)	0088	A
Duplex	0089	A
Duplex	0090	A
	0091	A
	0092	A

Marshall

House #1	0100	A
House #2	0101	B
House #3	0102	B
House #4	0103	B
Fish & Game House	0104	B
Duplex	0105	A
Duplex	0106	A

Pilot Station

House #1	0160	A
House #2	0161	A
Duplex #1	0164	A
Duplex #2	0165	A
Duplex	0167	A
Duplex	0168	A
Duplex	0169	A
Duplex	0170	A
New Trailer	0171	B
Duplex	0172	A
Duplex	0173	A
Duplex	0174	B
Duplex	0175	B

Pitka's Point

House #1	0180	A
House #2	0181	A
Trailer	0182	C
Trailer	0184	B

Russian Mission

House #1	0202	A
House #2	0203	A
Duplex #1	0204	A
Duplex #2	0205	A
Trailer	0206	B
Duplex	0207	A
Duplex	0208	A

Scammon Bay

Converted Duplex #1	0230	A
Converted Duplex #2	0231	A
Converted Duplex #3	0232	A
Converted Duplex #4	0233	A
Unit 1		A
Unit 2		A
Unit 3		A
Unit 4		A
Unit 5		A
Unit 6		A
Unit 7		A

Unit 8 A

Sheldon's Point

House #1	0240	A
House #2	0241	A
BIA Quarters	0242	B
House #3	0243	A
Shop Apartment	0244	C
Duplex	0245	A

Mountain Village

	0118	A
	0119	A
Fourplex, 3 Bedroom	0120	B
Fourplex, 2 Bedroom	0121	B
House #3	0122	A
House #6	0123	A
BIA #1	0125	B
BIA #2	0126	B
BIA #3	0127	B
Duplex #1	0128	B
Duplex	0147	A
Duplex	0148	A
Fourplex, 2 Bedroom	0133	B
Fourplex, 1 bedroom	0134	B
Duplex #2	0140	A

UNITS WITHDRAWN

Mountain Village

Duplex, 3 Bedroom	0129	A
Duplex, 3 Bedroom	0130	A
House #1	0136	A
House #2	0137	A
House #3	0138	A
House #5	0139	A
New Duplex near City	0141	A
Duplex	0142	A
Duplex	0145	A
Duplex	0146	A
Duplex, 3 Bedroom	0131	A
Duplex, 3 Bedroom	0132	A
New Duplex #1-2 Bedroom	0149	A
New Duplex #2-2 Bedroom	0150	A

New Duplex #1	0151	A
New Duplex #2	0152	A

ATTACHMENT 4

RESIDENTIAL TEACHER LEASE

BY THIS AGREEMENT made and entered into on this ____ day of _____, 20__, 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 _____, 20__, and to continue thereafter on a year-to-year basis until 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 _____. Lessee agrees to pay by means of payroll deductions.

One-eighth of the annual basic rent owed by the Lessee each month commencing with the September payroll and ending with the April payroll.

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 teachers 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 teachers.

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 re-enter 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 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 \$1,000 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 excepted.
 - 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.

- d. Abuse by the Lessee of any electrical, plumbing, sanitary, heating, ventilating, kitchen and other facilities and appliances so as to damage same.
- 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 \$300.00 as security deposit from the last of the payments he or she 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 invitees shelter at the premises, the Lessee shall not be responsible for any damage caused by such School District guest or invitee.

- 4. ALTERATIONS AND 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 the 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, out buildings and/or amenities removable without structural damage to the premises and movable 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 on any such sublease or assignment, and in the further event that Lessee desires to arrange a sublease or assignment, each prospective sublessee or assignee from the Lessee will be considered for approval by the Lessor only if said prospective sublessee or assignee makes a written offer signed and delivered to the Lessor containing the following information about the prospective sublessee or assignee:
- a. Name, age, present address;
 - b. Occupation, place of employment, and name and address of employer;
 - c. Number of all other persons who will reside with the prospective sublessee or assignee;
 - d. Two credit references, or responsible persons who will confirm the financial responsibility of the prospective occupant; and
 - e. Names and addresses of all landlords of the prospective sublessee 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 discriminatorily refuse Lessee's

application to sublet. Furthermore, any rent or other remuneration paid by any such sublessee or assignee in excess of the rental payment set forth in paragraph 1 above shall be payable to the 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 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 tenantable condition and maintain this lease in effect, though the rent shall be diminished in proportion to the 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, including local option 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 of lack of experience, training, proper equipment, or physical ability, Lessee is required to do only what he or she reasonably can do to retard 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).

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 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 activity related to Lessee's performance of his/her employment obligations with Lessor. No smoking shall be allowed in the teacher housing unit. Lessee may not use the premises as a retail or wholesale location for goods and/or services. However nothing here is intended to limit 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 the leased 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 all such furniture and appliances in as good order and condition as at the date of this lease, ordinary wear and tear excepted, and extra-ordinary loss due to fire, storm and other causes beyond the Lessee's control excepted. Lessee shall neither remove or permit to 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 or rejection 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 extra-ordinary 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 invitees, 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, mortgagees, tenants, workmen or contractors.

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 Instructional Leader 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 shall expire on the date when the leased premises shall be so taken, and the rent shall be apportioned as of that 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 non-defaulting tenant shall be responsible only for his/her proportionate part of the rent and only for damage he/she actually caused, or knowingly permitted.

18. NOTICE - All notices required to be given by Lessee to 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, Mt. Village, 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 a different address for Lessee's receipt of notice.

19. WAIVER - Neither the acceptance of rent nor any other act or omission 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 estop 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 _____, 20____, at _____, Alaska.

LOWER YUKON SCHOOL DISTRICT

{00675827}

LESSOR:

LESSEE:

By: _____

ATTACHMENT 5

MAINTENANCE REQUEST FORM

Teacher Making Request: _____

Date: _____ House: _____ Site: _____

EXPLANATION OF MAINTENANCE PROBLEM

REMEDY

Date Accomplished: _____

Please sign after work has been completed.

Signature of Person Completing Work

Signature of Administrator
Certifying Completion

Copy to Association Building Representative
Copy to Teacher having made Request
Copy to District Maintenance Director