

NEGOTIATED AGREEMENT

Between the

SOUTHWEST REGION EDUCATION ASSOCIATION

And the

SOUTHWEST REGION SCHOOL DISTRICT

Dillingham, Alaska

Period of Agreement

July 1, 2010 – June 30, 2013

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ARTICLE 1
PREAMBLE

The Southwest Region School Board of Education, hereinafter referred to as the Board, and the Southwest Region Education Association, hereinafter referred to as the Association, enter into the following agreement on this 1st day of July, 2010.

ARTICLE 2
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all teachers of the Southwest Region School District for the duration of the agreement.

ARTICLE 3
DEFINITIONS

In this agreement, the following shall be defined:

"Superintendent" - shall mean the Superintendent of the District or designee.

"Teacher" - shall mean any contracted certified staff within the District, except for Superintendent and those administrative personnel who elect to leave the teacher bargaining unit. Nothing shall be construed to prevent certificated administrative personnel groups, including principals and assistant principals, from having the right to negotiate independently of the other certificated personnel if they choose to do so as the result of a secret ballot. Certificated staff working less than a one hundred eighty-nine (189) day contract shall have their benefits prorated by the Superintendent based on the number of days worked.

"Day" - shall mean a school calendar day excluding holidays except as otherwise specified in this agreement.

"Association" - Southwest Region Education Association.

"Board" - Southwest Region School Board of Education.

ARTICLE 4
CONFORMITY TO LAW

If any provision of this agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid or enforceable, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

The parties agree to meet and confer within 20 days of a request, in an effort to resolve the specific article. Upon mutual agreement, the written resolve will become an addendum to this agreement.

ARTICLE 5 DISTRIBUTION

Following ratification signing of this Agreement, the District shall print this Agreement. The cost of the printing and distribution of the Agreement shall be borne by the District. The Association shall distribute to all employees copies of this Agreement. Twenty-five (25) additional copies shall be provided to the Association. All employees new to the District shall be provided a copy of the Agreement by the District upon their date of hire, and such Agreement shall be available for review to all applicants for certificated positions.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One shall be retained by the District and one by the Association.

ARTICLE 6 NEGOTIATIONS

A. Meeting Procedures

1. Either party may initiate negotiations by written notice by certified mail of intent to negotiate after November 1, but not later than January 30, of the fiscal year of the termination of this agreement. When a request is submitted by either party, the first meeting shall be held within twenty (20) days after receipt of the request. Four teacher members shall be provided Administrative Leave for all bargaining sessions.
2. If neither party requests an intent to negotiate by January 30, of the year the agreement terminates, the conditions of this agreement shall remain in effect for one (1) year beyond the termination date.
3. Prior to the commencement of negotiations the Association shall submit an affidavit of membership to the Superintendent upon request.
4. Any information or statistics used or introduced at the table by either party shall be made available to the other party. The Association may review and copy (at Association expense) District Business records, except those protected by law from disclosure, during the District Office working hours.
5. A proposal/counter-proposal procedure may commence during the second meeting.

B. Mediation

1. Within seven (7) days of impasse, the requesting party shall ask the United States Federal Mediation and Conciliation Service to serve as the agency to resolve the dispute.
2. Prior to and following mediation, the parties shall agree to the issues that continue to be outstanding.

C. Advisory Arbitration

In the event that mediation results in a continued impasse, the remaining items in contention will be referred to an advisory arbitrator. The suggested procedures of the American Arbitration Association shall be followed in the selection of such arbiter. Cost for the advisory arbiter shall be borne equally by the Association and the Board.

D. Ratification

When a majority of returned ballots by the Association reflect an affirmative vote, and when a majority of the members of the Board reflect an affirmative vote, this agreement shall be ratified. Except that, if no action is taken on the document by either party within sixty (60) calendar days, that non-action shall be taken as an affirmative vote.

ARTICLE 7 LEGAL LEAVE

If suit is brought against a teacher for action taken within Board Policy and the scope of his/her employment, the teacher shall be entitled to leave with pay for any periods of work which are missed while participating in such proceedings.

If a teacher misses work because of jury duty, or if a teacher is required by subpoena to give testimony before a judicial tribunal in a proceeding in which the teacher is not a party (i.e. plaintiff, defendant, etc.) the teacher shall be paid his/her normal compensation for any periods of work so missed less the amount that the teacher receives for such duty.

No teacher is entitled to leave with pay under this section in a situation where the teacher is involved in personal litigation.

ARTICLE 8 SICK LEAVE

A. Accrual

All teachers working full-time shall accrue one and one-third (1 1/3) days of sick leave a month up to twelve (12) days sick leave per year with unlimited accumulation. Sick leave for the current year being served by the teacher shall be credited to the teacher upon completion of the first day of service.

A teacher cannot use accumulated sick leave during the first five contract days of the school year, except in unusual or extreme circumstances requiring treatment by a physician which includes hospitalization. A teacher who resigns before returning to work may not use sick leave unless that resignation is due to disability.

Cumulative sick leave earned by a teacher in an Alaska public school is transferable to any other public school, if the teacher's service is continuous. Continuous service means service up to the last day of a school year and beginning before the end of the first school month in the next school term. Responsibility for furnishing the employer with a certified statement showing cumulative sick leave

rests with the teacher. Teachers who are on an approved leave of absence may retain cumulative sick leave for the duration of the approved leave.

B. Use of Sick Leave

An employee may use sick leave for personal illness or injury, including time to travel to and return from the health care provider for the injury or illness, and for required follow-up observations by the medical doctor. Sick leave may also be taken to allow the teacher to make and complete scheduled medical appointments by petition to, and approval of, the Superintendent two days in advance of the scheduled absence. Such appointments will not be made that would extend school holidays or vacations, or while the employee is traveling on District business without the prior approval of the Superintendent.

Sick leave may be used when a member of the employee's household is ill or injured, including time to travel to and return from the health care provider for the injury or illness, and for required follow-up observations by the medical doctor.

Sick leave may also be taken to allow the teacher to take household members to regular scheduled medical appointments by petition to and approval of the Superintendent two days in advance of the scheduled absence. Such appointments will not be made that would extend school holidays or vacations without prior approval of the Superintendent. Exclusive of leave taken under Section F, of this article, a maximum of ten (10) days of sick leave per year may be used for members of the teacher's household.

C. Notice

An employee shall notify his/her immediate supervisor as far in advance as is reasonably possible prior to using leave. This provision does not require that a teacher leave his/her home while injured or ill to personally inform his/her supervisor. The teacher will not be responsible for obtaining a substitute for absences due to sick leave.

D. Verification

An employee absent from school on sick leave for more than three (3) days shall submit a doctor's statement, to the Superintendent. This requirement may be waived (in writing) by the Superintendent.

A false statement by the teacher regarding sick leave is sufficient grounds for cancellation of the contract and the revocation of the teacher's certificate.

E. Sick Leave Bonus

Certificated staff who use three (3) days of sick leave or less during any contracted school year shall receive a bonus of \$150.00 payable at the end of their last pay period.

F. Parental Leave

At the time of childbirth or adoption, the employee shall be granted up to twenty-five (25) days of parental leave. Such leave will be charged to sick and personal leave. In cases where the employee does not have enough sick and personal leave accrual to cover such a leave, the employee may use leave without pay. If both parents are employed by the District, ten (10) days of parental leave may be taken concurrently. Parental leave may be extended by taking leave without pay, and with written approval of the Superintendent. The Family Medical Leave Act provisions shall be followed.

ARTICLE 9 SICK LEAVE BANK

Each teacher will donate one day of sick leave to the bank each September 1, until the bank is built up to a maximum of two hundred (200) days. Except for contributions by new participants, no more days will be added until the bank is depleted to twenty (20) days. Additions will be made to the bank at the beginning of each school year or date of employment according to the above limitations. In the event that the bank becomes depleted to twenty (20) days during the school year, each member of the bank will donate an additional day up to a maximum of three (3) days per year per participating employee.

A person leaving the district will not be able to withdraw the contributed days.

The first twelve (12) consecutive days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick and personal leave or absence without pay. A person will not be able to withdraw days from the bank until his/her own sick and personal leave is depleted. The number of days available to a teacher shall equal twice the number of days of sick leave the teacher has accumulated before the 1st day of school in any school year or twenty-four (24) days, whichever is greatest.

Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank. Sick leave days can only be withdrawn from the bank for individual members' illness. Requests for use of bank days must be accompanied by a letter from the attending physician.

The Sick Leave Bank shall be established and will be administered jointly by the Board and the Association. A committee comprised of one (1) representative of the District, one (1) representative of the Administrators Association, and two (2) representatives of the Association will administer the Sick Leave Bank. Sick Leave Bank activity records will be available for review by the Association and Administrators Association.

Requests for use of Bank days must be made on the District request for leave form and accompanied by a letter from the attending physician. The approval of the request shall be subject to the attending physician's supportive statement.

ARTICLE 10
PERSONAL LEAVE

All full-time teachers covered by this agreement shall accrue personal leave with full pay at the rate of three (3.0) days annually with the second working day of each school year set as the accrual date for that year, except if a teacher leaves district employment prior to the expiration of his/her contract, personal leave will be prorated. There will be no restriction on the use of personal leave except as noted below. Except in emergencies, the teacher shall give at least two (2) days notice to the principal or immediate supervisor of his/her intent to be absent on personal leave.

Personal leave may not be used to extend the school calendar vacation days or holidays, or during the first five (5) or last five (5) days of the school term, except with prior written approval of the Superintendent. No more than two (2) teachers from a school unit may take personal leave on the same day, if seven (7) or less teachers are assigned to that school unit. No more than three (3) teachers from a school unit may take personal leave on the same day, if eight (8) or more teachers are assigned to that school unit.

Personal leave shall accumulate from year to year to a maximum of five (5) days. Compensation at the rate of \$100 per day will be provided for those days in excess of (5) days which would otherwise be lost.

ARTICLE 11
EMERGENCY LEAVE

In the event of serious illness of an immediate family member, and the teacher has no personal leave available, a teacher may apply for emergency leave. Three (3) days (up to seven (7) when travel out of state is required) sick leave may be granted for each occurrence to a maximum of ten (10) days per year. The teacher shall verify the serious illness by submitting a statement from the family member's attending physician on return to duty. Following a death in the immediate family, for each occurrence, the teacher may use up to five (5) days sick leave, except if the circumstances of death in the immediate family require travel outside the state, the teacher may use up to seven (7) days sick leave, in accordance with Family Medical Leave Act provisions.

Immediate family includes husband, wife, son, daughter, brother, sister, mother, father, father-in-law, mother-in-law, grandmother, grandfather, grandson, granddaughter.

ARTICLE 12
LEAVES OF ABSENCE

A. Long Term

The Board may grant long-term - one semester to one year - unpaid leaves of absence upon request. A request for an educational/child rearing leave must be submitted prior to February 1, for the subsequent school year. Teachers receiving long-term leaves of absence shall be guaranteed teaching positions within the District upon conclusion of the approved leave.

Notification of intent to return must be in receipt by the Superintendent by March 15, of the school year in which the leave is taken.

Teachers may continue their medical insurance benefits by paying the premiums, subject to approval and acceptance of the district carrier.

B. Professional Leave With Pay

Each teacher may be granted, on application to the Superintendent, leave without loss of pay for attending meetings or workshops related to the improvement of instruction or performance of professional duties. Unless special exception is made by the Superintendent, such leave will not exceed three (3) days.

C. Sabbatical Leave

The Board may grant a sabbatical leave for up to two teachers per year in accordance with the procedure specified in Article 4, Sec 14.20.280-330.

ARTICLE 13 ASSOCIATION LEAVE

The District shall grant the Association ten (10) days per year to attend either the Delegate Assembly, the Juneau Fly-In, or for general Association business. Leave will also be granted for one Association member as designated by the Association president to attend Board meetings held during school hours.

In addition to the above days, teachers may donate personal leave days, up to a maximum of four (4) days/year, to be used to attend the Delegate Assembly. These non-refundable days must be donated in writing prior to Delegate Assemblies.

During the duration of this contract ending June 30, 2013, the Association can accumulate up to thirty (30) days of Association leave.

ARTICLE 14 WORKING CONDITIONS

A. Work Day and Year

Days of duty for teachers shall be one hundred eighty-nine (189). One hundred eighty (180) of these days shall be with students. Each duty day for a teacher shall be seven (7) hours, exclusive of a thirty (30) minute duty free lunch time. The day may be extended by forty-five (45) minutes for meetings called by the site administrator to a maximum of one (1) per Week. The teacher's daily rate of pay is calculated by their yearly salary divided by 189.

B. Preparation Period

All full-time teachers directly involved in classroom instruction shall receive a block of 50 minutes of preparation time daily. Additionally, all teachers shall receive two full workdays prior to the first student contact day for individual classroom preparation free of other responsibilities. In addition

teachers will receive minimum day release for each grading period to prepare report cards free of other responsibilities.

Secondary teachers can teach up to but not exceeding two courses on the same subject per period unless the Principal and Teacher involved agrees to more.

C. Employment Notification

A tenured teacher shall be automatically rehired unless notice of non-retention is received by the teacher prior to March 15.

Notification of intention of the Board not to re-employ a non-tenured teacher for the following school year shall be given to such teacher as required by Alaska Statute.

D. Transfers

The District reserves the right to transfer teachers as determined by the Superintendent. All open positions shall be publicly posted. District goals and educational programs will be given first priority in transfer considerations. Site seniority will be considered in transfer decisions. Currently employed teachers applying for transfers (as per 1., a., of this section) will be considered for vacancies prior to placement of new-to-the-District teachers.

1. Teacher Requested Transfers

A transfer may be requested by any teacher. Any such requests will be made on the Districts employment "Intent Form" and submitted to the Personnel Officer no later than February 1. The transfer request will remain active until the reporting day of the subsequent school year. If the teacher has not been notified of the status of their transfer request by April 15, the District will provide a written response as to the status within one work day of the teacher's written inquiry. Issuance of a contract, in which the site assignment is designated, will constitute notification.

2. District-Initiated Transfers

- a. Teachers may be involuntarily transferred by the District for programmatic, financial, and personnel concerns.
- b. Personnel matters that are a result of serious community concerns, that may result in the involuntary transfer of a teacher, shall be handled in the following manner
 - i. The Principal shall present concerns or complaints in writing to the teacher.
 - ii. A CSC meeting shall be conducted to allow teachers the opportunity to discuss complaints with concerned parties
 - iii. A plan to deal with unresolved complaints shall be drawn up between the supervisor and teacher and presented to the CSC.

- iv. If a personnel problem which may result in involuntary transfer of a teacher is not resolved in this manner to the satisfaction of the CSC and teacher, a report can be filed with the Superintendent, stating the nature of the problem and efforts made toward a resolution.
- v. In the event the involuntary transfer request is presented to the Board of Education, the teacher shall be notified of impending action and shall have the right to address the Board concerning the action.

E. RIF - Reduction in Force

If there is a necessity to reduce staff, occasioned by a decrease in the school attendance or an anticipated reduction in school district revenue, the following reduction in force procedures will be followed:

1. The School Board, prior to conducting a Reduction in Force, will consider all other areas of the District budgeting for reduction. The School Board further agrees that a committee composed of two association members, two Board members and the Superintendent will meet to make Budget recommendations prior to any final Reduction in Force action.
2. The School District shall give a teacher placed on lay off status at least thirty (30) days written notice before the lay off takes effect.
3. If the Board determines a lay off is to take place, the teachers to be placed on the lay off list shall be determined by:
 - a. Seniority: tenure for seniority shall be considered from the first contract day of actual employment of the teacher.
 - b. If teachers have equal seniority, the District will consider each teacher's certification, endorsement areas, and experience in relationship to District goals and school program needs.
4. A teacher on lay off status does not accrue sick leave or personal leave. Time spent on lay off status does not count toward acquisition of tenure. However, lay off status does not constitute a break in service for:
 - a. Determining the eligibility of tenure.
 - b. Retaining acquired tenure rights.
 - c. Retaining accrued sick leave.
 - d. Years credited on the salary schedule.
5. At the time of lay off, the District shall provide for laid off teachers to express, in writing, a desire to return to the District. At that time, the District shall develop a recall list of teachers on lay off status who have informed the District that they desire to return. While on the recall list, it will be the teacher's responsibility to ensure that the District Personnel Officer is kept

informed of current mailing addresses, contact information, and certification/endorsement information.

6. When a teaching position becomes available, the District may not offer that position to a teacher who is not on lay off status until it has recalled each teacher on lay off status, who is identified as possessing the certification, endorsements and experience desired.
7. The recall procedure outlined below will be followed. The recall procedure will recall teachers as determined by:
 - a. Seniority: tenure for seniority shall be considered from the first contract day of actual continuous employment of the teacher.
 - b. If teachers have equal seniority, the District will consider each teacher's certification, endorsement areas, and experience in relationship to District goals and school program needs.
 - c. In the event of a recall, the District shall notify the teacher of the recall by certified mail, return receipt requested, sent to the last address given by the teacher to the District Personnel Officer. The teacher will have thirty (30) calendar days from the date of receipt to notify the District of intent to return. The teacher must thereafter be available to return to employment within thirty (30) days from the date the recall notice was received or if employed elsewhere, at a time mutually agreed upon by the District and employee. Failure of the teacher to respond within thirty (30) calendar days herein specified shall terminate a teacher's employment as a voluntary resignation.
 - d. Teachers covered by this article will receive the District health plan, as described in Article 20, for a twelve month period of time beginning at the date of lay off, if approved by the insurance carrier. In the event the teacher rejects an offer of employment from the district, or becomes eligible for another health plan, this coverage will end.
 - e. A teacher on lay off status who refuses two (2) offers of employment from the District will be dropped from the lay off list and considered to have voluntarily resigned.

If Alaska Statute and/or regulations, regarding the reduction in force of teachers, are placed into effect during the life of this agreement, those statutes and/or regulations will supercede this agreement. Those statutes and/or regulations will supercede this article effective July 1, of the fiscal year following the effective date of the statute and/or regulation.

ARTICLE 15 SALARIES

A. Options for Payment

Teachers will receive their pay in ten or twelve equal monthly payments. (to be determined by each individual teacher.)

B. Placement on the Salary Schedule

1. Column

- a. Teachers shall be placed on the appropriate column of the salary schedule on the basis of the required documentation submitted to the Superintendent showing the degree(s) conferred and the coursework completed. Official transcripts must be submitted before November 1 for salary advancement to occur, retroactive to the beginning of the contract. Initial column placement shall be with credits earned after the granting of the teaching credential. All coursework must meet the requirements as described in Article 15, Section C.1 of the negotiated agreement.
- b. B shall mean a Baccalaureate Degree earned from an approved institution.
- c. B+18 shall mean eighteen (18) semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree and subsequent to the teacher's eligibility for an Alaska Initial, Professional, Master (Type A) or Type C Teacher's Certificate. All coursework for advancement on the salary schedule must be from section C1.
- d. B+36 shall mean thirty-six (36) semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree and subsequent to the teacher's eligibility for an Alaska Initial, Professional, Master (Type A) or Type C Teacher's Certificate. All coursework for advancement on the salary schedule must be from section C1.
- e. B+54/ M shall mean a Master's Degree earned from an approved institution or fifty-four (54) semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree and subsequent to the teacher's eligibility for an Alaska Initial, Professional, Master (Type A) or Type C Teacher's Certificate. All coursework for advancement on the salary schedule must be from section C1.
- f. B+72/M+18 and eighteen (18) semester hours of approved coursework earned subsequent to the conferring of the Master's Degree or seventy-two (72) hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree and subsequent to the teacher's eligibility for an Alaska Initial, Professional, Master (Type A) or Type C Teacher's Certificate. All coursework for advancement on the salary schedule must be from section C1.
- g. M+36 shall mean thirty-six (36) semester hours of approved coursework earned subsequent to the conferring of the Master's Degree and subsequent to the teacher's eligibility for an Alaska Initial, Professional, or Master (Type A) or Type C Teacher's Certificate. All coursework for advancement on the salary schedule must be from section C1.

2. Step

- a. Out-of-State years of service for step placement shall be limited to not more than six years for teachers with a bachelor's and bachelor's plus degree and not more than eight years for teachers with a master's degree. In State experience shall be credited to actual time served in the State and accepted by the Alaska Teachers Retirement System as creditable service with a maximum of eight (8) years. Years of service will be limited to a maximum of eight (8) years.
- b. Teachers who have been at the maximum step in a column and are advance to a new column will be allowed to advance to the appropriate step in the new column based on years of service brought in and served within the district.

3. Placement Errors

If a contract correction is necessary, the District should be notified.. In such a case, the correction shall be made retroactive to the entry-on-duty date of the school year.

C. Column Advancement

1. Approved Coursework:

Fields of Study

- * Integrated/Thematic Instruction
- * Counseling
- * Culturally Relevant Teaching/Teaching in a Multi-Cultural Environment
- * Mastery Learning/Competency Based Education
- * Developmentally Appropriate Practices
- * Cooperative Learning
- * Inclusion
- * Authentic Assessment
- * Team Teaching
- * Early Childhood Special Education
- * Computer Assisted Instruction/Educational Technology
- * School Administration
- * 300 or 400 level courses in the Teachers content area
- * Any course work not listed above may be approved by the superintendent.

Upon the date of ratification of this agreement approved coursework shall mean coursework from the "fields of study" listed and applicable to the teacher's assigned teaching area. Coursework must be completed at an accredited institution with an earned grade of "C" or better.

Notwithstanding the provisions of this section, the status of coursework that was approved by the District prior to the effective date of this Agreement shall not be changed.

D. Certified Salary Schedule

The salary schedule shall be adjusted by the following percentage in each year of the contract:

FY11 (2010-2011 School Year) TEACHER SALARY SCHEDULE
2% Increase Over FY10 Salary Schedule

	BA	BA18	BA36	B54/MA	B72/M18	MA36
0	42679	43959	45240	46520	47800	49081
1	44813	46093	47374	48654	49934	51215
2	46947	48227	49507	50788	52068	53349
3	49081	50361	51641	52922	54202	55482
4	51215	52495	53775	55056	56336	57616
5	53349	54629	55909	57190	58470	59750
6		56763	58043	59324	60604	61884
7		58897	60177	61458	62738	64018
8			62311	63591	64872	66152
9			64445	65725	67006	68286
10				67859	69140	70420
11				69993	71274	72554
12						74688

FY12 (2011-2012 School Year) TEACHER SALARY SCHEDULE
2% Increase Over FY11 Salary Schedule

	BA	BA18	BA36	B54/MA	B72/M18	MA36
0	43532	44838	46144	47450	48756	50062
1	45709	47015	48321	49627	50933	52239
2	47886	49192	50498	51804	53110	54416
3	50062	51368	52674	53980	55286	56592
4	52239	53545	54851	56157	57463	58769
5	54416	55721	57027	58333	59639	60945
6		57898	59204	60510	61816	63122
7		60075	61381	62687	63993	65299
8			63557	64863	66169	67475
9			65734	67040	68346	69652
10				69217	70523	71828
11				71393	72699	74005
12						76182

FY13 (2012-2013 School Year) TEACHER SALARY SCHEDULE
 3% Increase Over FY12 Salary Schedule

	BA	BA18	BA36	B54/MA	B72/M18	MA36
0	44838	46184	47529	48874	50219	51564
1	47080	48425	49771	51116	52461	53806
2	49322	50667	52013	53358	54703	56048
3	51564	52909	54254	55600	56945	58290
4	53806	55151	56496	57842	59187	60532
5	56048	57393	58738	60083	61429	62774
6		59635	60980	62325	63671	65016
7		61877	63222	64567	65912	67258
8			65464	66809	68154	69500
9			67706	69051	70396	71741
10				71293	72638	73983
11				73535	74880	76225
12						78467

NOTE:

This schedule is applicable to standard work years as follows:

- 189 day standard work year for returning teachers
- 191 day standard work year for new hires

Contracts longer than standard, will have the additional days paid at the teachers daily rate.

E. Longevity Benefit

At the end of each year that a teacher has been employed with the District they will be awarded a yearly longevity bonus as follows:

- 6-9 years with the District.....\$ 500.00
- 10-14 years with the District.....\$ 750.00
- 15-19 years with the District.....\$ 1,000.00
- 20+ years with the District.....\$ 1,250.00

ARTICLE 16
 TUITION REIMBURSEMENT

The district will provide an annual amount of \$10,000 for the purpose of tuition reimbursement. All coursework must meet the requirements as described in Article 15, Section C.1. of this agreement. Decisions relating to the expenditure of those funds will be made by a committee of three teachers,

two appointed by the Association and one appointed by the superintendent. Funds are for the express purpose of tuition reimbursement and may not be used to attend association activities.

ARTICLE 17
STAFF DEVELOPMENT

The District will provide an annual amount of \$10,000 for the purpose of staff development. Decisions relating to the expenditure of those funds will be made by a committee of three teachers, two appointed by the Association and one appointed by the superintendent. Funds are for the express purpose of teacher training in education related areas and may not be used to attend association activities.

ARTICLE 18
EXTENDED CONTRACTS

Extended contracts (more than 189 days) may be offered on a voluntary basis. Extended contracts will be paid for at the per diem rate determined by dividing the teacher's annual salary by the number of contract days as provided in Article 14, Working Conditions (Work Day and Year).

Additional special project contracts shall be written for the teacher's per diem rate.

ARTICLE 19
EXTRA CURRICULAR PAY

Extra Curricular pay is for work performed outside the duty day. Assignment to extra curricular responsibilities are intended to be on a voluntary basis and selections will be made by the principal on a year-to-year basis. Nothing in this section should be interpreted as a mandate that any activity be offered at a site. If a season for a sport is stopped early due to non-participation, or non-eligibility by students, the agreed upon compensation will be prorated. Final decisions on activities and schedules will be made by the site administrator and approved by the superintendent.

If a teacher serves as a coach and is not selected as the coach of that sport in the successive season, the principal will provide that teacher with a written statement as to the reason(s). All coaching vacancies will be posted and candidates will be interviewed and selected through the interview process by the principal.

Extra curricular pay shall apply to but not limited by the following activities.

A. Coaching

Certified teachers or community members serving as coaches at schools for major high school sports will be paid as follows:

High school basketball	\$2,000.00
Wrestling	\$1,500.00
Volleyball	\$1,500.00
Cross Country	\$ 500.00
Native Youth Olympics	\$ 500.00

B. Extra-Curricular Activities

Pentathlon (Middle School)	\$300.00
Decathlon (High School)	\$300.00
National Honor Society	\$300.00
Spelling Bee	\$300.00
Student Council, K-8	\$300.00
Student Council, 9-12	\$500.00
Battle of the Books	\$500.00
Jr. Advisor (prom)	\$500.00
Sr. Advisor (graduation)	\$500.00
K-8 Basketball/Volleyball	\$800.00
Yearbook	\$300.00

C. Extra Duty

Duties which are outside and in addition to teachers customary duties, and which are required by written or oral order of the immediate supervisor to be preformed outside of the regular school day, shall be paid at the hourly rate. The Hourly rate is calculated by taking salary divided by 189(days) divided by 7 hr (hours worked) then times extra duty hours.

ARTICLE 20
INSURANCE

A. Health

1. All changes in insurance submitted to the board will be agreed upon by a committee made up of on association member appointed by the union, the Business Manager and the Superintendent or his representative.”

The teacher will pay monthly co-payment from the schedule below:

2010

Employee Only, \$75.82

Employee +1, 218.52

Employee and Family, \$325.37

Employee and Children, \$232.50

2011

Employee Only, ending 2010 rate +50% of increase or decrease

Employee +1, ending 2010 rate +50% of increase or decrease

Employee and Family, ending 2010 rate +50% of increase or decrease

Employee and Children, ending 2010 rate + 50% of increase or decrease

2012

Employee Only, ending 2011 rate+50% of increase or decrease

Employee +1, ending 2011 rate +50% of increase or decrease

Employee and Family, ending 2011 rate +50% of increase or decrease

Employee and Children, ending 2011 rate +50% of increase or decrease

2013

Employee Only, ending 2012 rate+50% of increase or decrease

Employee +1, ending 2012 rate +50% of increase or decrease

Employee and Family, ending 2012 rate +50% of increase or decrease

Employee and Children, ending 2012 rate +50% of increase or decrease

Increases will be effective the month following notification of change from the insurance carrier, currently January.

A booklet describing the coverage will be provided to each employee at the time of hire.

Final selection of carrier shall be at the discretion of the Board.

The coverage shall continue through the last pay period, for any teacher leaving the District but completing his/her contract.

B. Term Life

The District will provide term life insurance equal to the teacher's annual salary. This coverage is contingent upon the availability of said life insurance now and in the future and the ability of the teacher to meet the standards of insurability as prescribed by the District's life insurance carrier. Unless otherwise specified by the teacher, the beneficiary of the term life insurance will be the teacher's spouse.

C. Travel Insurance

The District will provide each teacher with \$200,000 of travel insurance for authorized travel related to the teacher's scope of employment. Unless otherwise specified by the teacher, the beneficiary of the insurance will be the teacher's spouse.

D. Liability Insurance

The Board will provide liability insurance to a maximum of \$500,000 coverage limited to incidents within the teacher's scope of employment.

E. Flex-Plan Participation

Teachers will be allowed to participate in the Districts flexible benefit medical reimbursement/childcare plan.

ARTICLE 21 TRAVEL

Travel Stipend

At the beginning of each school year each teacher shall have available one bulk Dillingham - Anchorage round trip airline ticket or the monetary equivalent of the cost of a business trip and the monetary equivalent for transportation to and from their village assignment.. The district shall determine a fixed amount by May 1. On the first day of the school year, the district shall issue checks for the site to Dillingham portion. At that same date, the district shall offer the option of a bulk ticket or cash for the Dillingham to Anchorage portion. Such bulk tickets or cash shall be paid by the end of the first month of school. However, if a teacher fails to fulfill his/her contract, the travel stipend will be forfeited by the teacher. In the case of such forfeiture, the District will withhold the amount previously paid, from monies owed the teacher. If no monies are owed the teacher at the time of forfeiture, the teacher will be responsible to make payment to the District within thirty (30) days.

ARTICLE 22 BOARD AND ASSOCIATION RIGHTS

A. Board and Superintendent Rights

The Association recognizes that the Board and Superintendent reserve and retain full rights, authority and discretion for the proper discharge of their duties and responsibilities to direct, supervise and manage the District to the full extent authorized by law. The exercise of these legally authorized rights, authorities, duties and responsibilities by the Board and Superintendent and the adoption of policies shall be subject to the terms of this contract.

B. Association Rights

The rights and privileges of the Association to process grievances for teachers and to represent teachers in grievances shall be granted only to the recognized bargaining agent and to no other organizations.

The Association shall have the right to use School District facilities and equipment, including typewriters, copy machines, and computers at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

The District shall not discriminate against a teacher because of his/her activities as a result of membership in the Association.

ARTICLE 23
PERSONNEL FILES

A. Open Files

All material in a teacher's official Personnel File shall be the property of the District. Material filed subsequent to employment in the district shall be available for the teacher's inspection upon request during regular business hours. Upon written request, the teacher shall be provided copies of Personnel File material, subsequent to employment, for twenty-five cents (.25) per sheet.

B. Confidentiality

No person shall be granted access to confidential materials in a teacher's official Personnel File without the express prior written permission of the teacher except for the teacher's supervisor(s) and district office personnel with a bona fide need.

C. Derogatory Material

Any material placed in a teacher's official Personnel File which is derogatory to the teacher shall be filed with proof that the teacher has had the opportunity to read the material. The teacher shall have the right to file a written rebuttal with any derogatory material placed in the Personnel File.

D. Inaccurate Material

In the event that a claim by a teacher that material in the teacher's official Personnel File is inaccurate is sustained through the grievance procedure, said material shall be promptly removed from the Personnel File.

E. Removed Material

Material that is removed from the teacher's file will be forwarded to the teacher, or if closed file documents, returned to appropriate sender with a memo to the teacher notifying him/her of the action taken.

ARTICLE 24
DUES DEDUCTIONS

A. Any employee covered by this agreement may sign an authorization for deduction of membership dues in the Association. Such authorization must be received in the central office no later than November 15. Deductions will be withheld in equal monthly payments and are to be paid in full by May 31, of the school year. Authorization for dues deduction shall continue from year to year unless the teacher terminates or withdraws the authorization in writing.

B. The Local Association shall be afforded time during the New Staff orientation and/or the Fall Staff Inservice to welcome new staff.

ARTICLE 25 GRIEVANCE PROCEDURE

A claim by a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided.

A grievant is a teacher having a grievance.

Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

The time limits specified may be extended by mutual agreement at all levels. Any grievant may be represented at all stages of the grievance procedure by a person of his/her own choosing, and notice of this representative must be given to his/her immediate supervisor. The Board is also entitled to a representative. When it is necessary at any level for a grievant and witness (one per occurrence maximum) to attend a meeting or a hearing during the school day, the Superintendent shall notify such teacher and he/she shall be released without loss of pay for such time as his/her attendance is required at such meeting or hearing.

At all levels the time limits are binding except for periods of inclement weather which prohibit normal travel.

Necessary forms pertaining to a grievance will be prepared jointly and distributed by the Association or the District. If the grievance report is in favor of the grievant, all documents, communications and records dealing with the grievance shall be removed from the Personnel File.

Level I

A teacher with a grievance will first discuss it with his/her principal or immediate supervisor within fifteen (15) working days of the alleged violation, misinterpretation, or misapplication of this agreement, with the object of resolving the matter informally. If the teaching position is in a remote area and the immediate supervisor is not stationed at the site, the first step should be accomplished by mail, telephone, or radio. If an informal solution has not been reached, a teacher with a grievance may initiate a formal procedure by filing a written statement of grievance with the immediate supervisor. This statement must be filed within ten (10) working days of the informal discussion with the supervisor. The date of this action shall be the filing date. The written grievance shall include the date of the alleged violation, the article and item of the contract, and the signature of the grievant. The immediate supervisor shall meet with the grievant and anyone selected to accompany him/her within ten (10) working days of the receipt of the written grievance. This meeting will be set by mutual consent.

The immediate supervisor shall render a decision in writing within ten (10) working days of the meeting dealing with the written grievance.

Level II

If the grievant is not satisfied with the disposition of the grievance at Level I, or does not receive a decision, he/she may appeal the grievance in writing to the Superintendent within fifteen (15) days of receipt of the decision or the date the decision was due. The written appeal shall include a copy of the initial written grievance as submitted to the supervisor, a copy of the written response by the immediate supervisor, and the grounds for considering the decision unsatisfactory. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal.

In the event that the Superintendent is the immediate supervisor, then the appeal shall be directed to the Board. Within ten (10) working days of receipt by the Superintendent of the written appeal, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The time and place of the Level II meeting shall be mutually set by the Superintendent and the grievant. The Superintendent shall render a decision in writing within ten (10) working days of the Level II meeting and inform the grievant of the decision.

Level III

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or does not receive a written reply, he/she may appeal his/her grievance in writing to the Board within fifteen (15) days of receipt of the decision or the date the decision was due.

The written appeal shall include the items referred to in Level II, as well as the written answer from the Superintendent. The time of the Level III meeting shall be at the next regular Board meeting. Upon mutual agreement, the Board and the grievant may establish another meeting date.

The Board shall render its decision in writing within ten (10) working days of the Level III meeting and inform the grievant.

Level IV

If the grievant is not satisfied with the disposition of his/her grievance at Level III or does not receive a decision within ten (10) working days, the grievant may request the Association to submit the grievance to arbitration. The cost of the arbitrator will be borne equally by the Board and the Association. Costs related to the presentation by either party will be borne by the respective party.

The request by either party for arbitration shall be made within fifteen (15) working days of the decision at Level III.

The Board and the Association shall make every effort to mutually agree upon an arbitrator. The arbitrator shall follow the rules for arbitration as established by the American Arbitration Association.

The parties agree to accept the arbitrator's award as final and binding upon them.

ARTICLE 26
HOUSING

Teachers living in District housing shall be provided with a clean, well-maintained, and healthy living unit. At each site, these units shall be assigned in the following manner:

A Site Housing Committee, made up of two teachers, appointed by the Association, and the Principal shall meet and assign houses by April 30 for returning staff. If the housing situation changes the housing committee will make the changes.

The principal's housing unit is designated. The remainder of units is available for the housing committee to assign.

1. Criteria to be used by housing committee:
 - a. Person living in the house during the majority of the previous year stays in their current unit.
 - b. The committee shall assign open housing units to current employees and district transfers on a seniority basis.
 - c. New teachers will be assigned open units based on need.
 - d. Existing tenants will be subject to move to accommodate the size of families. Transfer of existing employees shall be determined by the Site Housing Committee.

The Site Housing Committee shall submit to the District Housing Committee a list of maintenance, repair, and replacement needs for each site by March 31 each year.

The District Housing Committee shall be made up of the District Maintenance Director, the Superintendent, or designee, and the President of the Association or designee.

They will review the list of maintenance, repair, and replacement needs from each site in order to prioritize and schedule maintenance, repair, and replacement. Part of this review will include a bi-annual on-site assessment to be completed by Feb. 1 of the inspection year. All sites will received an inspection the first year of this contract. The District Committee the category of housing, Type A, Type B, or Type C as described below. Each housing unit will have the following; working faucets, heat, appliances, good furniture and stand alone freezer.

Type A Housing	1 bed \$650	2 bed \$900	3 bed \$1250
Housing less than 15 years old			
Type B Housing	1 bed \$570	2 bed \$820	3 bed \$1170
Housing 15 years old or more			
Type C Housing	1 bed \$470	2 bed \$720	3 bed \$1070
Housing with serious structural issues as determined by the District Housing Committee.			

The Site Housing Committee at the site will notify the District of problems related to health concerns. Health threats and reductions in rent will be determined by the District Housing Committee.

The District shall investigate and remediate the problem immediately. Until the problem is fixed, other housing will be provided if available.

If no heat or running water for more than two days, rent will not be assessed for the days in which there is no heat or running water.

For teachers wishing to stay in village housing during all three summer months (June, July, and August), their rental rates will be 50% of the normal monthly rate paid the previous school year. Teachers staying in village housing for part of the summer will be assessed rent at the full rate prorated for the period of time in the housing. Teachers who have a roommate will pay 50% for their unit only.

B. HOUSING ADVISORY COMMITTEE

Recognizing that the Association and the District have a mutual concern to provide adequate and quality housing for the certified staff of the Southwest Region School District, the District and the Association shall form a committee. This committee will meet within ten (10) days of either party's request, to discuss and recommend the expenditure of district rental income and rental rates for contracts. The committee must physically meet at least once a year at a location mutually agreeable to the District and Association.

The committee shall discuss, but not limit discussion to the following issues: rental rates, deposits, maintenance and improvement costs, condition and replacement of furnishings, future housing requirements, and rental options for employees. The committee will develop accurate utility records as the basis for future discussion. The committee will develop a replacement schedule on all major appliances, furniture, carpets, heating and plumbing systems, and interior and exterior paint. The committee shall review the replacement and upgrades of these items at their annual meeting. A budget that includes income generated and expenses directly charged to by District leased housing shall be reviewed by the housing committee annually. This annual report shall be presented to the District School Board at a regularly scheduled board meeting before May 1st of that school year.

The housing committee shall do a yearly needs assessment on the quantity and quality of District provided housing. Their assessment shall include major complaints that have been registered by each tenant during the previous school year.

C. HOUSING DAMAGES

At the beginning of each school year the tenant will be provided a housing checklist to verify past damage to the unit. This checklist will be reviewed with the tenant by the site administrator and signed by both parties. The cost of the damages may be deducted from a tenant's paycheck to cover damage due to tenant negligence and excessive cleaning costs. This damage will be verified by using the above checklist when vacating the unit. All housing units will be adequately cleaned upon the tenant vacating the unit. Normal wear on each unit will be taken into consideration.

ARTICLE 27
DURATION

A. Duration

This Agreement and each of its provisions is binding and effective as of July 1, 2010, and shall remain in full force until June 30, 2013. All previous agreements still in force shall become null and void as of July 1, 2010.

B. Sole and Complete Agreement

This Agreement is the sole and complete Agreement between the Board and the Association and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. Strike Prohibited

Neither the Association nor any of its officers, agents, or members shall instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slow downs, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.

ARTICLE 28
TERMS AND CONDITIONS OF AGREEMENT

The parties hereto mutually agree that the terms and conditions of this Agreement represent the full and complete understanding and commitment between the parties.

Members of the association, as well as members of the district administrative team, also agree to meet at the request of either party during the duration of this agreement, to discuss areas of concern and/or district adopted programs and policies. Discussion can include, but will not be limited to such topics as: mentor teaching, job sharing, tuition reimbursement, terms of sabbatical leave, housing, administrative evaluations, job sharing, and discretionary funds.

SOUTHWEST REGION SCHOOLS BOARD OF EDUCATION

By: *Larry Jett*

Date: 3/29/10

Board Member

By: *Jack Lester*

Date: 3/29/10

Superintendent

SOUTHWEST REGION EDUCATION ASSOCIATION

By: *[Signature]*

Date: 4-2-10

President

By: *[Signature]*

Date: 4-15-10

Negotiator