

COLLECTIVE BARGAINING AGREEMENT

between the

STATE OF ALASKA



and the

**TEACHERS EDUCATION ASSOCIATION ~~OF~~
MOUNT-MT. EDGE CUMBE**

JULY 1, ~~2015~~2019 - JUNE 30, ~~2017~~2022

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DEFINITIONS

For the purposes of this Agreement, the following terms are defined, as follows:

- A. State means the State of Alaska.
- B. TEAME means the Teachers² Education Association ~~of~~ Mt. Edgecumbe.
- C. School Board means the Alaska State Board of Education.
- D. Employer means the State of Alaska or a designated representative of the State or an agency of the State.
- E. Immediate Supervisor means the academic principal for all teachers except those assigned to the residential program; Immediate Supervisor for teachers assigned to the residential program means the residential principal.
- F. Superintendent means the director of Mt. Edgecumbe High School (MEHS).
- G. Teacher means any person employed full time for the entire school year, in conjunction with the program at MEHS who is required to be certificated except the superintendent, assistant principal, academic principal, residential principal or any employee who is not assigned to a teaching assignment. This definition also includes the counselor and the librarian.

ARTICLE 1 - GENERAL PROVISIONS

Section 1: Nondiscrimination

The State and the Association agree that there shall be no discrimination concerning terms and conditions of employment or TEAME admission or representation on the basis of race, creed, color, religion, age, national origin, sex, gender, domicile, marital status, change in marital status, genetic information, physical or mental disabilities, pregnancy, parenthood, membership or participation in Association activities.

Section 2: Management Rights

Except – and only to the extent – that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that the Employer has, and shall continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect.

Nothing in this Article shall be considered as superseding those rights granted to the Association in the articles and/or amendments of this Agreement.

Section 3: Savings and Separability

If any article, section, or subsection of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the State and Association shall within ten (10) calendar days enter into negotiations to replace any provision found to be contrary to law.

Section 4: Reproduction of Agreement

The Employer shall be responsible for making the Agreement available on the State's website within ninety (90) days of the signing of the Agreement. The Union will be responsible for distribution of the copies to its membership and all such copies may be distributed during working hours. The Employer will e-mail one pdf version of the signed negotiated agreement and one editable version to TEAME and one to the NEA-Alaska Representative.

ARTICLE 2 - NEGOTIATIONS PROCEDURE AND ASSOCIATION SECURITY

Section 1: Recognition

The State recognizes, in accordance with AS 23.40.070-23.40.260, the Teachers² Education Association ~~of~~ Mt. Edgecumbe (TEAME) as the exclusive representative for all teachers in the bargaining unit for the purpose of negotiating to achieve mutually satisfactory agreements on matters pertaining to their employment and the fulfillment of their professional duties. TEAME is affiliated with the National Education Association - Alaska (NEA-AK) and the National Education Association (NEA).

Section 2: Inaugurating Negotiations

The parties agree to ~~meet at a mutually agreeable time~~ communicate in ~~August 2016~~ September 2020, to discuss establishment of a time to begin negotiations for a successor agreement. Negotiations shall begin prior to December 20, 2020, unless the parties agree otherwise.

Section 3: Impasse Resolution

If no agreement is reached despite implementation of the foregoing procedures and the best efforts of the negotiating teams, the mediation procedure in AS 23.40.200(g) for resolving impasse shall be followed.

Section 4: Agency Fee

- A. The National Education Association - Alaska/National Education Association (NEA-AK/NEA) shall fulfill its duty to represent all TEAME teachers without respect to membership in the Association.
- B. For the life of the Agreement, all teachers covered by this agreement shall, as a condition of continued employment, either be or become a member of NEA-AK/NEA and pay NEA-AK/NEA dues, or pay a monthly agency fee to the NEA-AK/NEA equal to the dues assessment made of all members of TEAME. The fee shall be subject to all legal requirements

of the bargaining agent.

- C. Teachers who are members of the [NEA-AK/NEA](#) shall remain members for the duration of this Agreement, except that teachers may withdraw from membership during an annual thirty (30) day period immediately prior to September 30th. Any teacher who withdraws from membership shall be obligated to pay a monthly agency fee to [NEA-AK/NEA](#) as a condition of continued employment.

Section 5: Dues

- A. Upon receipt by the Employer of a check off authorization dated and executed by the teacher which includes the bargaining unit member's Employee Identification Number, the Employer shall deduct from the teacher's wages the amount of [NEA-AK/NEA](#) membership dues or agency fee owed. The Employer will forward the monies so deducted to [NEA-AK/NEA](#) together with a list of teachers from whose wages such monies were deducted not later than fifteen (15) working days after deduction. The Employer shall deduct from a teacher's wages only the amount of money which the [NEA-AK/NEA](#) has certified in writing is the amount of monthly dues or agency fees.

If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed a teacher after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall withhold the amount from the second semi-monthly pay period.

- B. Payroll deduction authorizations for dues or agency fees may be canceled by the teacher upon thirty (30) days written notice to the Employer, who shall notify [NEA-AK/NEA](#) prior to the cessation of the deduction. Such cancellations may be processed only during an annual thirty (30) day period immediately preceding September 30. The cancellation of payroll deduction does not relieve that teacher from the requirement of agency fee payment.
- C. The TEAME/[NEA-AK/NEA](#) president shall notify the Director of the Division of Finance in writing of any increase or decrease in authorized dues or agency fees at least thirty (30) days prior to the effective date of the rate changes.

ARTICLE 3 - DURATION OF AGREEMENT

Section 1: [Duration](#)

This Agreement shall become effective July 1, ~~2015~~2019, upon ratification by TEAME and approval of the Legislature and TEAME. This Agreement shall continue in full force and effect through June 30, ~~2017~~2022.

Section 2: [Successor Agreements](#)

Either party may, by written notice, initiate negotiations for a successor agreement as provided in Article 2, Section 2.

Section 3: Inclusion with Teacher Contracts

The terms set forth herein shall be included by reference in the contracts of all teachers employed by MEHS. This Agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set forth therein, and it shall remain in full force and effect up to and including June 30, ~~2017~~2022. This Agreement shall be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the State and the TEAME. Agreement to the commitments contained herein will have full force and effect.

~~Section 4~~

~~The parties agree that should the State enter into an agreement with ASEA or APEA that provides for a cost of living adjustment (COLA), upon request of this Association this Agreement shall be reopened for the sole purpose of negotiating such issues.~~

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1: Access to Buildings

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property outside the normal work day (8:00 a.m. – 4:30 p.m.) provided such right is not abused and does not disrupt normal school activities.

Section 2: Communication

The Association shall have the right to use MEHS mails both traditional and electronic and MEHS mailboxes to distribute Association material outside the normal workday (8:00 a.m. – 4:30 p.m.). Electronic use will be in accordance with the State's Technology Policy.

Section 3: Use of Facilities and Equipment

The Association shall have the right to use school facilities and equipment including, but not limited to, typewriters, computers, photocopy machines, other duplication equipment, calculating machines, local telephone and audiovisual equipment when such equipment is not otherwise in use, provided such right is not abused and does not disrupt normal school activities. The Association shall pay for incidentals to such use. Allegations of abuse of this right shall be resolved pursuant to Article 5. The Association shall have the right to use school buildings for meeting at no charge.

Section 4: Access to Information

The State agrees to furnish to the Association, upon request, information relevant to the Association's responsibilities as the recognized bargaining agent.

Section 5: Exclusive Rights

The rights granted to TEAME shall not be granted or extended to any other organization claiming to represent teachers at MEHS during the life of this Agreement.

Section 6: Steward Leave

The Union President or the President's designee shall be allowed to handle complaints and grievances under this Agreement during working hours. The President or designee shall suffer no loss in compensation for time spent handling complaints and grievances for up to eight (8) hours per month. All time spent in such activities shall be recorded on a State form which clearly identifies the activity as release time. Release from work to perform steward functions will normally be pre-approved and will not be unreasonably denied.

The State form will be prepared and submitted to administration for recording purposes. If possible the form will be submitted in advance; however, when not feasible, the form will be prepared and submitted to administration within a reasonable period of time within the affected pay period.

Section 7: Union Leave Bank

Union leave will be used by request of the Association President. A leave request with the name of the member shall be submitted to management for accounting purposes.

Until such time as the State implements the Integrated Resource Information System's (IRIS) Human Resource & Payroll System, Each each bargaining unit member shall be charged with four (4) hours of leave annually on or before November 1st. If the Union Leave Bank has one hundred sixty (160) hours on November 1st there will be no assessment of the unit members' leave in that school year.

Upon implementation of IRIS Human Resource & Payroll System, and upon request from the Association President on or before November 1st of each year, the Employer shall transfer from one (1) hour to one (1) day of personal leave from each bargaining unit member's personal leave account to the Union Leave Bank. Such deductions do not reduce the amount of personal leave use required by Article 12, Section 2.

Leave assessments will be converted to its dollar value at the rate of pay of the member from whom the leave was received. Those dollars (with 38% benefit costs) shall be placed in the Union Leave Bank. When union leave is used in accordance with the other provisions of this Section, dollars will be withdrawn from the Union Leave Bank equal to the hour rate (with actual benefit costs) of the member utilizing the leave multiplied by the hours of leave taken.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1: Definitions

- A. A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Association or any teacher(s) and the Employer.
- B. The grievant(s) is the teacher(s) or the Association pursuing the controversy or dispute through the grievance-arbitration procedure.

Section 2: Purpose

The parties agree that they will promptly attempt to adjust grievances arising between them. The purpose of the procedure described herein is to secure, at the lowest possible level, mutually agreeable solutions to the grievances that may, from time to time, arise between the parties. The parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

Within the framework of this Agreement, the grievant and/or the Association shall use the following procedure as the sole means of settling said grievances. It is further agreed that the parties covered herein shall be bound, consistent with the terms of this Article, by any written decisions, determinations, agreements, or settlements that may be effectuated through this grievance-arbitration procedure.

Section 3: General Provisions

- A. Any grievance must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within thirty (30) working days of the date the teacher first knew of or first received notice of the disputed action or inaction upon which the grievance is based, whichever is later, to receive use of the grievance procedure.

A dismissal, demotion, or suspension grievance must be brought to the attention of the Employer through the Association within fifteen (15) working days of the effective date of the action, or the date the teacher becomes aware of the action, whichever is later, to receive the use of the grievance procedure.

It is agreed that all grievances resulting from dismissal, demotion or single suspension in excess of thirty (30) calendar days of a teacher covered by this Agreement shall be entered into the procedure at Level Three.

- B. Throughout the grievance procedure, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement. The time limits for submission of a grievance at Level Two shall be counted from the date of receipt of the response from the Employer or the date the response is due, whichever is earlier. The time limits for a response to a grievance shall be counted from the date of receipt of the grievance from the Association or the grievant.

Date of receipt of a grievance or response shall be seven (7) calendar days following the date of postmark or the date of a signed verification or receipt, whichever is earlier.

- C. If the Employer does not comply in rendering a decision within the time allotted after the grievance is submitted, such failure shall entitle the Association to take the grievance to the next level of the grievance procedure. Grievances not advanced within the time frames provided or altered by mutual agreement will not be considered active.
- D. If a designated representative of the Association attends an arbitration during the working day, s/he will, upon notice to the Employer, be granted reasonable accommodation for release time, in order to permit participation in the arbitration. A teacher, whose appearance in such proceedings as an Employer witness is necessary, will be accorded the same right.

- E. If in the judgment of the Association, a grievance affects two or more teachers in the same manner, the Association may file a class action grievance within thirty (30) calendar days after learning of the action or inaction upon which the grievance is based. The processing of such grievance will commence at Level Two.
- F. All copies and originals of documents, exhibits, written communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- G. Forms for use in processing grievances shall be jointly developed and/or approved by the Association and the Employer.

Section 4: Grievance Steps

A. Level One

Within 30 days of the disputed action or inaction or within 30 calendar days from the date the teacher is made aware of the action or inaction, whichever is later, the grievant shall first present a grievance in writing to his/her first level supervisor outside the bargaining unit. The supervisor shall attempt to resolve the matter and report his/her decision in writing to the grievant within ten (10) working days of its presentation.

B. Level Two

If the grievant is not satisfied with the disposition of his/her grievance at Level One, the Association may file a written grievance with the Superintendent within ten (10) working days after the written response at Level One is due or received, whichever is earlier. The written appeal shall state specifically which Article(s) and/or Section(s) of the Agreement the Employer may have violated. The Superintendent shall submit his/her decision and the reasons therefore in writing to the Association within ten (10) working days after receipt of the grievance at Level Two.

C. Level Three

If the grievant is not satisfied with the disposition of his/her grievance at Level Two, the Association may file a written grievance with the Senior Management Consultant for the General Service Team within ten (10) working days after the written response at Level Two is due or received, whichever is earlier. The written appeal shall state specifically which Article(s) and/or Section(s) of the Agreement the Employer may have violated. The Senior Management Consultant shall submit his/her decision and the reasons therefore in writing to the Association within twenty (20) working days after receipt of the grievance at Level Two.

Settlements reached at Level One or Level Two shall be binding only if such settlements are consistent with the provisions of this Agreement and policies and regulations of the Employer. Grievances settled at Level One or Level Two found to be inconsistent with this Agreement may be reopened by the Employer through a written notice to the Association within fifteen (15) working days from the date of the settlement.

D. Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may appeal in writing the Level Three decision to the Commissioner of the Department of Administration within twenty (20) working days after the decision at Level Three is due or received, whichever is earlier. The written appeal shall state, when appropriate, specifically which Article(s) and Section(s) of the Agreement the Employer may have violated. The Commissioner of the Department of Administration, or designee, shall submit his/her decision and the reasons therefore in writing to the Association within twenty (20) working days after receipt of the grievance at Level Four.

E. Arbitration

If the Association is not satisfied with the disposition of a grievance at Level Four, the Association may appeal in writing the Level Four decision binding arbitration within fifteen (15) working days after the decision at Level Four is due or received, whichever is earlier. Within twenty (20) working days after the written appeal to arbitrate is received, the Employer and the Association will meet to select an arbitrator from the current panel of arbitrators by alternately striking names from the panel until only one name remains. The remaining name shall serve as the arbitrator. If the selected arbitrator cannot serve within a reasonable period of time, the parties will mutually agree upon another arbitrator. The first strike shall be determined by a coin toss.

Section 5: Board of Arbitrators

The panel of arbitrators will be seven (7) Pacific Northwest arbitrators jointly requested by the Association and the Employer from the United States Federal Mediation and Conciliation Service (USFMCS) within thirty (30) working days of the signing of the Agreement. If either the Employer or Association so desires, a new panel of seven (7) arbitrators may be requested at the end of each six month period. This does not preclude the parties from compiling a mutually agreeable list without the assistance of the USFMCS.

The selected arbitrator will be jointly contacted by the parties promptly to schedule a mutually satisfactory hearing date, time, and place for the arbitration. The arbitrator will issue his/her decision not later than thirty (30) working days from the date of the close of the hearings, or from the date the final statements and/or briefs are submitted to him/her. The written decision of the arbitrator will be submitted to the Employer and to the Association and will be final and binding upon the parties. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, or eliminate any of the terms of this Agreement. The Arbitrator can only modify a penalty or other management action by finding a contractual violation. The arbitrator shall have the power to return a grievant to employee status with or without restoration of back pay, or mitigate the penalty if the arbitrator determines there has been a contractual violation. Should either party fail or refuse to abide by the decision of the arbitrator, the prevailing party shall be free to take whatever action it deems necessary within the confines of this agreement.

Section 6: Authority of Arbitrator

The parties agree that any question of procedural arbitrability in a dispute will be heard by the arbitrator at the same hearing that the merits of the dispute are heard, unless upon the request of either

party, the arbitrator decides otherwise. The arbitrator will first rule on the arbitrability issues in his/her decision and, if appropriate, on the merits of the dispute.

The costs of the services for the arbitrator, and his/her travel and subsistence expenses and the cost of any hearing room will be borne as designated by the arbitrator. Normally, the losing party shall be expected to pay the arbitrator's expenses. If neither party can be considered the losing party, the arbitrator shall apportion expenses using the arbitration decision as a guide.

Section 7: Arbitration Witnesses

A teacher who is required to appear as a witness for an arbitration proceeding for the Association shall be granted time off subject to the Union Business Leave Bank.

ARTICLE 6 - STANDARD TEACHER CONTRACT

The Standard teacher's contract shall consist of one hundred and eighty-eight (188) teaching and/or in-service days plus holidays. When necessary the Superintendent may assign the academic counselor to work outside the standard contract above and he may request that teachers work outside the standard contract above in order to work on the scheduling of students prior to the beginning of the school year. The teachers' per diem rate shall be calculated at 1/188 of their contracted annual salary.

ARTICLE 7 - TEACHER RIGHTS

Section 1: Student Evaluation

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the State based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without prior ~~notification to~~discussion with the teacher.

Section 2: Academic Freedom

Teachers will have full freedom in instruction and the selection of instructional materials and methodology within the outlines of the appropriate course content, within the planned instructional program as determined by normal instructional development and administrative procedures subject to approval of the superintendent or his designee and within budgetary constraints.

Section 3: Personal Freedom

The off-duty conduct of a teacher shall not be a concern of the Employer unless it impairs the teacher's fulfillment of job responsibilities.

The teacher is free to express to administrators or other teachers professional opinions or suggestions that are in disagreement with those of the administrators or other teachers without fear of disciplinary action, unless or until such expression becomes abusive or harassing in nature.

~~In the exercise of their private affairs teachers shall enjoy the rights guaranteed within this section.~~

~~The State may not directly or indirectly:~~

- ~~A. Require or coerce any teacher to participate in any way in any activity or undertaking unless the activity or undertaking is related to the performance of official duties;~~
- ~~B. Require or coerce any teacher to make any report concerning any of his/her activities or undertakings unless the activity or undertaking is related to the performance of his/her official duties;~~
- ~~C. Except as directly related to the performance of his/her official duties, require or coerce any teacher to submit to any interrogation or examination or psychological test that is designed to elicit from him/her information concerning:
 - ~~1. his/her personal relationship with any person connected with him/her by blood or marriage;~~
 - ~~2. his/her religious beliefs or practices;~~
 - ~~3. sexual matters;~~
 - ~~4. his/her political affiliation or philosophy;~~~~
- ~~D. Coerce any teacher to invest or contribute his/her earnings in any manner or for any purpose;~~
- ~~E. Restrict or attempt to restrict after-working-hour statements, pronouncements, or other activities, not otherwise prohibited by law or rule, of any teacher, if the teacher does not purport to speak or act in an official capacity. The provisions of this Section do not diminish the authority of an authorized law enforcement agency to conduct criminal investigations of teachers suspected to being involved in criminal activity.~~

Section 4: Political Activity

Teachers may be active politically. For the purposes of the Section, “active ~~politically~~politically” means that teachers may be a member of a national, state, or local political party; may take part in a political campaign; and may exercise his/her right as a citizen to express his/her opinion, register his/her party preference, serve as a delegate to party conventions, and cast his/her vote. Teachers may also be appointed, nominated, or elected to nonpartisan public office in a local government unit.

For the purposes of this Section, “active ~~politically~~politically” does not include:

- A. Running for and serving in State or national partisan public office;
- B. Being politically active while in work status;
- C. Purporting to act on behalf of the Employer;

- D. Taking an active part in the management of a political party above the precinct level;
- E. Giving, rendering, paying, offering, soliciting, or accepting money, service, or other valuable thing in connection with an appointment, promotion, or advantage in State employment;
- F. Requiring an assessment, subscription, contribution, or service for a political party from a teacher or any other State employee;
- G. Seeking or attempting to use a political party endorsement in connection with an appointment or promotion as a teacher or to a position in the classified or partially-exempt services.

Section 5: Workday

The standard workday for teachers is eight (8) hours exclusive of a meal period. [Mandatory faculty meetings must occur during the workday.](#)

Section 6: Meal Periods

Teachers shall ~~normally~~ have a daily duty-free meal period of at least thirty (30) minutes free of assigned responsibilities.

Section 7: Preparation Time

Each teacher who is assigned to teach a full curriculum and who is not assigned to the residential program shall have, in addition to his/her meal period, equivalent to one full class period daily preparation time during which the teacher shall not be assigned to any other duties. If the school schedule is modified, preparation time will match the modified schedule for that day. Preparation time will not be unnecessarily divided and it will be during the student day.

[Section 8: Family Night Dinner](#)

[Teachers may be scheduled to participate in Family Night Dinners. Teachers who attend at least 12 of the scheduled family night dinners will be paid the equivalent of 2.5 days at their daily rate during the pay period ending June 30th of each year of this Agreement. With administrative approval, a teacher may make arrangements to attend an alternative night than the one scheduled if s/he has a conflict.](#)

Section ~~89~~: Legal Indemnification

[A. General.](#)

[A.—1. Definitions:](#)

Providing a legal defense means that Employer appoints at its expense counsel to represent member in a legal action.

Indemnification means Employer's payment of a judgment or legal obligation that member incurred as a result of member's duties for Employer.

2. Claims against a member as a state employee:

In legal actions under AS 09.50.250 against a member, AS 09.50.253 provides for certification by the Attorney General and for the action to proceed exclusively against the state if the action arose from conduct within the scope of member's employment. A request for certification under AS 09.50.253 is made as provided in AS 09.50.253 and 9 AAC 33.010 and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

3. Claims against a member under a federal or state law expressly authorizing a claim against a state official:

If AS 09.50.253 does not apply because federal or state law expressly authorizes an action against member, Employer will provide a legal defense and indemnify member as provided in sections B through F.

B. Providing a legal defense.

Employer will provide a legal defense to a member named as a defendant or respondent in a legal action if member was acting within the scope of member's office or employment at the time of the incident out of which the action arose.

C. Indemnification.

Employer will indemnify a member for a judgment or legal obligation if the judgment or legal obligation arose from member's action within the scope of member's office or employment except as provided in section F.

Employer may provide a legal defense without assuming the obligation to indemnify member by notifying member in writing that it is reserving its right to deny payment of the judgment or obligation under this section.

D. Scope of office or employment.

Member is acting within the scope of member's office or employment if

1. member was employed or authorized to perform the act or omission;
2. the act or omission occurred substantially within the authorized space or time of the office or employment;
3. a purpose of the act or omission was to serve the state; and
4. the act or omission did not constitute willful, reckless, or intentional misconduct, gross negligence, or malicious conduct.

E. Disputes.

Employer's decision to withhold a legal defense or indemnification is subject to review by complaint for breach of contract in the superior court of this state and is not subject to the grievance arbitration procedure in Article 10 of this agreement.

F. Punitive Damages.

Employer will not indemnify member for a judgment against member for punitive damages.

ARTICLE 8 - DISMISSALS, NON-RETENTION, DISCIPLINE, AND REDUCTION IN FORCE

Under Alaska Statute 14.20.170 et seq. the Employer and TEAME recognize that a dual system of dismissal and non-retention exists, contractual and statutory, each governed by their own processes and parameters. Non-retention of a teacher who has not acquired tenure rights is subject to AS 14.20.175, and not the grievance/arbitration procedure.

Section 1: Dismissal/Non-retention

The Employer agrees not to dismiss, ~~or~~ non-retain a tenured teacher without just cause. Any tenured teacher who is non-retained or dismissed shall be notified of the reason(s) in writing. If a teacher so requests, s/he may appeal his/her dismissal starting at Level Two of the grievance procedure.

Section 2: Discipline

The Employer agrees to notify the teacher, in writing, when it becomes known that he/she has a deficiency so serious as to have a possible effect on his/her continued employment but that does not require the immediate removal or disciplining of the teacher.

The written notice required by this Section shall include the nature of the deficiency and the standard against which future performance will be evaluated. Discussions of said deficiency and possible means to overcome the same shall be held upon request from the teacher. The teacher shall normally be given a reasonable period of time to effect remedial action after receiving this written notice.

Warnings, reprimands, suspensions and other forms of discipline shall only be for just cause and, whenever possible, administered in private. A copy of written disciplinary action(s) shall be provided to TEAME and one shall be placed in the teacher's personnel file, along with the teacher's response, if one is made and is not part of a grievance.

Discipline shall be administered in a prompt, fair, and equitable manner.

If a teacher ~~has been notified in advance, or if the teacher~~ has reason to believe that discipline is being or will be administered, the teacher may request, and is entitled to receive, an immediate recess in the action for a reasonable period of time to secure the presence of a TEAME representative ~~during for~~ the duration of the disciplinary action.

Section 3: Layoff

A layoff of a teacher(s) may occur by reason of abolition of position, shortage of work or funds, or another reason outside the teacher's control that does not reflect discredit on the services of the teacher(s).

ARTICLE 9 - VACANCIES, ASSIGNMENT, AND TRANSFERS

Section 1: ~~Vacancies~~ Definitions

Definitions

"Qualified" is defined as an endorsement, or a major or minor in a subject field from an accredited college or university. The Superintendent may designate a teacher otherwise not qualified by this definition as being qualified.

"Assignment" is defined as a specified teaching duty(ies) in terms of subject matter and/or grade level(s), and teaching stations.

"Transfer" is defined as the movement of an employee to a different assignment, grade level, subject area or teaching station.

Section 2: Procedures

Each teacher shall be given written notice of assignments for the school year not later than August 1 of the school year. Assignments are subject to change due to the needs of the incoming students.

The State shall deliver to the Association and post a list of teaching vacancies that occur during the year and for the following school year upon knowledge of such vacancies. Said vacancies shall be posted for not less than fifteen (15) school days prior to being filled, unless such posting is impractical under the circumstances.

If a current teacher wants to fill a vacant position for which s/he is qualified, the teacher is entitled to first consideration based on seniority. If a teacher wishes to change assignment for a full school year, the teacher shall notify the Superintendent by March 1 of the previous school year.

Section 3: Involuntary Transfers and Reassignment

Reassignments of teaching positions will be completed by the Superintendent, so long as the teacher to be reassigned is properly certified and highly-qualified for the reassignment. A teacher occupying a position through an involuntary transfer shall be given first consideration to fill any subsequent vacancy that occurs for which the teacher is certified or highly-qualified ~~by the No Child Left Behind state/federal requirements.~~

Notice of involuntary transfer shall be given in writing to employees as soon as possible and in no case later than thirty (30) calendar days before the effective date of the transfer, except in case of a teacher resignation after August 1.

The State shall provide upon written request a written statement of the reason(s) for a teacher's assignment being involuntarily changed.

Involuntary transfers shall not be used for disciplinary actions.

Section 4: Student Discipline

When, in the judgment of the teacher, a student requires the attention of the principal, counselor, psychologist, physician or other specialist, s/he shall so inform the principal or immediate supervisor in writing. The principal or immediate supervisor shall arrange as soon as possible for a conference composed of appropriate parties to discuss the problem and to decide appropriate steps for its resolution.

ARTICLE 10 - EVALUATIONS

Section 1: Instrument/Criteria

The evaluation instrument and related criteria shall be bilaterally developed by the Employer and TEAME, and shall be available to all members of TEAME and shall be consistently and equitably applied.

Section 2: Post-Evaluation Conferences

Evaluations and post-evaluation conferences between the employee and principal shall be arranged according to the following schedules:

Non-tenured employees shall have a minimum of two (2) formal evaluations and post-evaluation conferences annually prior to March 1. The first evaluation and conference shall be no later than November 1. There shall be at least a thirty (30) working day period between each observation unless requested sooner by the employee. Additional post-evaluation conferences shall be scheduled as needed in order to provide new employees with maximum assistance in strengthening and improving of teaching performance.

Tenured employees shall ~~have a minimum of one (1) evaluation every one year~~ be evaluated on an annual or semiannual basis in keeping with AS 14.20.149 or as often as deemed necessary by the principal, not to exceed two (2) times per school year. A teacher who is exempt from annual evaluations under AS 14.20.149(b)(4) may request alternative professional development subject to approval by the Academic Principal and Superintendent. The evaluation and post-evaluation conference shall be completed no later than April 15 the year it is due. Additional post-observation conferences shall be scheduled as needed in order to provide intensive and maximum assistance in the strengthening and improvement of teacher performance.

Should the evaluation procedure reveal a performance deficiency, it is the responsibility of the building supervisor/administrator to inform the teacher in writing of the specific deficiency and provide in cooperation with the teacher a positive written step-by-step prescription for improvement (i.e., recommended course work, other staff advice, conferences, classroom visitations, books or articles). Such a prescription shall take into consideration both short- and long-term goals. The teacher shall

have the option to request that the evaluator model correct teaching methods for specified deficiencies.

After a three (3) month period of remediation the employee shall be evaluated again in accordance with the procedures in this Article.

When a classroom teacher is to be evaluated, the academic principal shall make at least three (3) informal classroom visitations of twenty (20) minutes or longer duration and one (1) formal classroom visitation of fifty (50) minutes in length prior to completion of the evaluation instrument. Residential teachers will be evaluated according to standard State procedures by their immediate supervisor.

The evaluation instrument must be signed by the academic principal as the evaluator and by the teacher acknowledging that the post-evaluation conference was held and that the teacher is aware of the contents of the evaluation instrument. The teacher shall be allowed to affix to the instrument a rebuttal of any portion of the instrument that s/he feels is inaccurate, unfair or incomplete. This rebuttal shall be made within ten (10) working days following receipt of the evaluation instrument.

The subjective judgment of the evaluator shall be subject to review according to the terms of this Agreement.

A signed copy of the evaluation instrument shall be provided to the teacher at the time of evaluation conference.

The evaluation instrument shall be considered confidential.

Section 3: Teacher Evaluation of Administrators

Forms for the evaluation of the academic principal and superintendent shall be provided ~~for to~~ staff by the administration for completion ~~and return to the appropriate administrators being evaluated~~ by March 15 of the school term.

Completion of these evaluations by the teacher is at the teacher's option and forms shall be signed by the teacher. ~~Copies of the signed evaluations shall be forwarded to the State Board of Education and the Evaluations of the Academic Principal shall be submitted to the Superintendent or Deputy Commissioner of the Department of Education and Early Development. Evaluations of the Superintendent shall be submitted to the Deputy~~ Commissioner of the Department of Education and Early Development.

Section 4: Personnel Files

Official personnel files shall contain only materials and records related to the employment history with the employer of the teacher; and shall be maintained under conditions which insure integrity and safekeeping. Teachers shall be advised as to the physical location of these files. File information shall be furnished upon request.

A. Teacher Access

Teachers shall have the right to examine their own official personnel files during the normal business

hours of the office in which the files are kept. A copy of any non-routine material placed in a teacher's personnel file shall be forwarded to that teacher at the time it is placed in the file.

A teacher may make reasonable entries to the file and may make timely comments to material in the file that is not the subject of a grievance.

No anonymous material shall be placed in a teacher's personnel file.

A TEAME representative, with the teacher's written permission, shall have the right to examine the teacher's personnel file upon prior written notification to the Employer. The Employer will make available original material, or copies of the original material, for examination by the TEAME representative at the place where the personnel file is kept.

Confidential pre-hire information shall not be a part of the official personnel files; but may be maintained in separate files.

B. Secret Files

There shall be no secret personnel files.

In a specific personnel action no use may be made of any material that has not been properly and in a timely manner placed in a teacher's personnel file.

Before the record of any complaint by a parent or by a student is placed in the teacher's personnel file, the teacher shall be afforded the opportunity to confront the complainant and to reply to the same. No derogatory materials, letter or report of complaint shall be placed in the teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto. Any material referred to shall also be subject to the grievance procedure.

C. Copies

A teacher or designee may make a reasonable number of copies of the contents of his/her file.

ARTICLE 11 - CONTINUING EDUCATION

In-Service Education

Recognizing the importance of an in-service education program that meets the needs of teachers, the administration, with input from teachers, shall establish the in-service needs of teachers and also the kinds and costs of in-service programs that may be used to meet those needs.

ARTICLE 12 - LEAVE

Section 1: Personal Leave

Teachers are entitled to personal leave with pay that accrues as follows:

Two (2) days for each full monthly pay period in the case of teachers with less than two (2) years of service;

Two and one-quarter (2.25) days for each full monthly pay period in case of teachers with two (2) but less than five (5) years of service.

Two and one-half (2.5) days for each full monthly pay period in the case of teachers with five (5) or more years of service.

Upon appointment, accrued personal leave is available for use by a member following the successful completion of thirty (30) consecutive calendar days of leave eligible employment.

Section 2: Use of Personal Leave

A teacher may take personal leave any time business permits with permission of the immediate supervisor.

A teacher may take personal leave for medical reasons, regardless of whether business permits, with permission of the immediate supervisor. The supervisor shall grant personal leave for medical reasons if the supervisor is satisfied that the teacher is absent for medical reason. The taking of personal leave for medical reasons shall be reduced by the amount of wage continuation payments made under the Alaska Workers' Compensation Act (AS 23.30). The following constitute "medical reasons" and are subject to the conditions noted:

Medical disability of teacher is medical reason for taking personal leave. A supervisor may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.

Medical disability of a member of a teacher's immediate family is a medical reason for taking personal leave if the disability is such that the attendance of the teacher is required. A supervisor may require a doctor's certificate showing the disability if the absence exceeds three (3) consecutive working days.

A medical condition of a teacher that makes presence at work a danger to the health of fellow employees or students is a medical reason for taking personal leave. A supervisor may require a doctor's certificate showing the condition if the absence exceeds three (3) consecutive working days.

Death of a member of a teacher's immediate family is a medical reason for taking personal leave. No more than ten (10) days of personal leave may be taken for this purpose.

Each teacher shall, during the school year, take at least five (5) days of personal leave. If the teacher does not take at least five (5) days of personal leave during the school year, the difference between five (5) days and the amount of personal leave taken shall be automatically paid as cash on June 30 of any calendar year. Except in unusual circumstances, and when approved by the superintendent, leave will not be granted the last two (2) weeks the school is in operation or the week before or after Christmas break.

Section 3: Family and Medical Leave

Bargaining unit members shall be covered by the provisions of the Federal Family and Medical Leave Act (FMLA) CFR Title 29 Part 825 and the Alaska Family Leave Act (AFLA) AS 39.20.500 and for qualified employees the benefits of the two acts will run concurrently.

~~A. Health Coverage~~

During the time that an employee is on leave under this section, the Employer shall maintain coverage under the group health plan. However, the Employer may require that the employee pay all or part of the costs for maintaining health insurance coverage during a period of unpaid leave.

Section 4: Accumulation of Personal Leave

Personal leave accrued but not used shall accumulate to a maximum of seven-hundred twenty (720) hours on June 30 of any calendar year. If a teacher has, as of June 30, an amount of personal leave in excess of seven-hundred twenty (720) hours, the excess shall be deducted from the employee's personal leave balance and paid as cash. (For informational purposes only:- the Teachers have deferred comp options available to address tax liability on leave cash-in).

Section 5: Donation of Leave

Employees covered by this Agreement shall be allowed to donate personal leave to and receive donations of annual or personal leave from employees in this unit or those represented by a different union or non-covered employees subject to the following conditions.

1. Each employee wishing to donate personal leave will complete a leave request showing the amount of leave to be donated subject to a minimum of two (2) hours. The leave request will have written along the bottom, or in the space provided, "Leave donated to (employee name, Employee Identification Number)."
2. The recipient's union will be responsible for gathering all leave donations to be forwarded to the Division of Finance for processing. Leave donations will be posted by the Division of Finance to the recipient's account during the pay period in which received (1 through 15, or 16 though the end of the month) for use from that pay period forward. Donation shall not be posted for use in a pay period prior to that in which received.
3. The Division of Finance will convert the donated leave to dollars at the annualized hourly rate of the donor. That dollar amount will be converted to leave at the annualized hourly rate of the recipient and the appropriate hours of leave will be added to the recipient's donated leave account for use as sick leave. The total amount of leave credited to the recipient's donated leave account shall not exceed 300 hours during the life of the current agreement. Donated leave may not be used until all accrued sick and annual leave has been exhausted.
4. Once the Division of Finance has completed the above process, the State will not be obligated for further processing or liabilities resulting therefrom. Once the donation has been transferred to the recipient, the donation cannot be withdrawn, modified or otherwise returned to the donor's leave account. Leave donations will not reduce the mandatory leave usage requirements established in the collective bargaining agreement. Upon the death of an

employee, any unused donated leave shall be paid in cash to the employee's beneficiaries at the employee's annualized hourly rate.

A teacher may donate one or more days of personal leave a year to the memorial scholarship revolving loan fund, or to a scholarship account in the fund, under AS 14.42.250-14.43.325. The Commissioner of the Department of Administration shall pay to the account of the memorial scholarship revolving loan fund, or to a scholarship account in the fund, an amount equal to the value of the day or days of personal leave contributed by the teacher.

Section 6: Terminal Leave

1. Any teacher who is separated from State service for any reason including layoff shall receive within ten (10) days from the date of receipt of final time record, a lump sum payment, minus any required deductions, for any unused personal leave
2. If a teacher who resigned from State service returns to State service prior to the end of the period covered by the terminal leave, the employee may, at his/her option, refund to the State an amount equal to the compensation covering the period between the date of reemployment and the expiration of terminal leave. The hours of leave represented by this refund shall then be re-credited to the teacher's personal leave account.

Section 7: Sick Leave

1. Effective July 1, 1989, the provisions of AS 14.14.105-107 do not apply to teachers in the bargaining unit except as expressly provided herein. All sick leave accrued prior to that date by a teacher shall be transferred to a medical leave bank, and may only be taken in accordance with this section.
2. A teacher may not take any banked medical leave unless the teacher:
 - a. Has no accrued personal leave; and
 - b. Has a medical disability exceeding ten (10) consecutive working days in duration; or
 - c. Has a medical disability exceeding thirty (30) consecutive working days in duration.
3. Once the requirements of 2 and 4 of this Section have been met, a teacher may take banked medical leave until the medical disability is terminated or the banked medical leave is exhausted. If a teacher qualifies for banked medical leave under 2.c of this Section, the banked medical leave may be taken for all working days of the medical disability following the tenth (10th) working day of the disability.
4. When leave is taken under 2.a and b of this Section, the superintendent may require a doctor's certificate showing the disability. When leave is taken under 2.c of this section, the teacher must submit a doctor's certificate showing the disability.
5. The taking of leave under this Section shall be reduced by the amount of wage continuation

payments made under the Alaska Workers' Compensation Act (AS 23.30).

6. Upon a teacher's separation from State service, the teacher's banked medical leave shall be canceled without pay, unless transferred under the terms of AS 14.14.107.

Section 8: Professional Improvement

Professional improvement days may be used for professional improvement in the employee's subject area with prior approval of the superintendent. The administration will make every reasonable effort to see that as many employees as possible attend professional conferences each year.

Section 9: Leave Cash-In

A teacher who has accrued leave may cash in personal leave up to four (4) times in a leave year. The teacher's leave balance will be reduced by the number of days of personal leave cashed in. Leave cash-ins must not reduce a teacher's leave balance to less than five (5) days.

Section 10: Sabbatical Leave

- A. The Employer may grant a total of one sabbatical leave to a qualified TEAME applicant in any fiscal year. The leave may be for up to one full year and shall count as a year's service for salary placement at MEHS. If the Employer determines a sabbatical leave is appropriate, the Employer and teacher agree to make TRS contributions for the period of sabbatical leave in accordance with AS 14.20.330 [C]. The Employer shall pay a teacher's employer-sponsored health insurance premium while the teacher is on sabbatical leave.
- B. If the Employer determines a sabbatical leave may be taken during the following school year, a Sabbatical Leave Committee composed of three representatives appointed by the Association and three representatives appointed by the Employer will meet during the first week of February to review applications submitted prior to February 1 for Sabbatical leave consideration. In the event the committee's vote is a tie, the Superintendent shall make the final decision among the tied candidates. The teacher will be notified of his/her selection on or before February 15 of each year.
- C. To qualify to apply for a sabbatical, a teacher must have served with the Employer as a teacher at MEHS for at least seven (7) continuous years. The sabbatical leave shall be granted only for educational purposes. The educational purposes must be directly related to the teacher's MEHS position. The criteria to be considered for each applicant shall be: 1) benefit to the educational program of MEHS, and 2) educational improvement of the teacher; and 3) the quality of educational program chosen by the teacher to enter.
- D. Upon return from a sabbatical leave a teacher shall be assigned to the position s/he previously held unless that position has been eliminated in which case the teacher shall be assigned by the Employer to a similar position after consultation between the teacher and the Superintendent. If no similar position is available or if the similar position is filled, layoff procedures as provided for in Article 8 shall be invoked.

Section 11: Medical Leave Bank

Any team member may become a member of the Medical Leave Bank by authorizing the donation of fifteen (15) hours of leave to the Bank on the form provided by the Employer.

Newly-hired bargaining unit members must donate within the first one hundred (100) days of employment.

Existing bargaining unit members may join by donating during an annual enrollment window of November 1 to December 15 each calendar year. Failure of the bargaining unit member to join by notification to the Employer during this period renders the bargaining unit member ineligible for use of the Medical Leave Bank for the following year.

Thereafter, members of the Bank shall donate to the Bank a leave day (8.0 hours) the first pay period of each year until the Bank reaches a maximum balance of 120 days (960 hours). Except for new participants, no more leave donations will be deducted until the Bank is depleted to 60 days (480 hours).

When the ~~60-day~~60-day (480 hours) minimum is reached, each member of the Bank will again contribute one leave day (8.0 hours) each ~~December 16~~January 1st until the Bank again reaches a maximum of 120 days (960 hours).

Section 12: Medical Leave Bank Use

A Medical Leave Bank Committee will be established by TEAME to implement, administer and oversee the Bank. The decision(s) of the Medical Leave Bank Committee shall be final.

Medical leave days can only be withdrawn from the Bank for injuries or illnesses.

If the Medical Leave Bank is disbanded the accumulated medical leave in the bank will be distributed equally to all the bargaining unit members who are Medical Leave Bank members at the time. This leave will be deposited into their personal leave account. A report of the balance of the Medical Leave Bank will be provided to the TEAME president upon request.

ARTICLE 13 - SALARY

Section 1: Alaska Geographic Differential Pay

Effective July 1, 2010, all members working in Sitka shall receive a Sitka Alaska geographical differential of 5% to the TEAME wage scale.

Section 2: Compensation

Contracted teachers serving a school term of one hundred and ~~seventy-two~~seventy-two (172) contract days or more shall be credited with a year of teaching service.

TEAME Salary Schedule effective 7/1/2015

Base Salary ————— \$40,948

Step Year _____ \$ 2,055
 Step Education _____ \$ 2,055

Years of Service	BA	BA+15	BA+30	MA	MA+15	MA+30
0	\$40,948.00	\$43,003.00	\$45,058.00	\$47,113.00	\$49,168.00	\$51,223.00
1	\$43,003.00	\$45,058.00	\$47,113.00	\$49,168.00	\$51,223.00	\$53,278.00
2	\$45,058.00	\$47,113.00	\$49,168.00	\$51,223.00	\$53,278.00	\$55,333.00
3	\$47,113.00	\$49,168.00	\$51,223.00	\$53,278.00	\$55,333.00	\$57,388.00
4	\$49,168.00	\$51,223.00	\$53,278.00	\$55,333.00	\$57,388.00	\$59,443.00
5	\$51,223.00	\$53,278.00	\$55,333.00	\$57,388.00	\$59,443.00	\$61,498.00
6	\$53,278.00	\$55,333.00	\$57,388.00	\$59,443.00	\$61,498.00	\$63,553.00
7	\$	\$57,388.00	\$59,443.00	\$61,498.00	\$63,553.00	\$65,608.00
8	\$	\$	\$61,498.00	\$63,553.00	\$65,608.00	\$67,663.00
9	\$	\$	\$63,553.00	\$65,608.00	\$67,663.00	\$69,718.00
10	\$	\$	\$	\$67,663.00	\$69,718.00	\$71,773.00

Effective July 1, 2019, the wages in effect on June 30, 2019, shall increase by three percent (3%).

Starting July 1, 2019, BA+45, BA+60, and BA+75 shall be added to the salary schedule as follows. Movement from one vertical column to another shall be in accordance with the requirements in Section 3. All requirements must be met before an employee advances to another vertical column.

Years of Service	BA -A-	BA+15 -B-	BA+30 -C-	MA BA+45 -D-	MA+15 BA+60 -E-	MA+30 BA+75 -F-
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The following salary scheduled is effective July 1, 2019 and reflects the above referenced salary increase and other agreed upon modifications:

Base salary: \$42,176.00
 Step Year: \$2,117.00
 Step Education: \$2,117.00

Years of Service	BA -A-	BA+15 -B-	BA+30 -C-	MA BA+45 -D-	MA+15 BA+60 -E-	MA+30 BA+75 -F-
0	\$42,176.00	\$44,293.00	\$46,410.00	\$48,527.00	\$50,644.00	\$52,761.00
1	\$44,293.00	\$46,410.00	\$48,527.00	\$50,644.00	\$52,761.00	\$54,878.00
2	\$46,410.00	\$48,527.00	\$50,644.00	\$52,761.00	\$54,878.00	\$56,995.00
3	\$48,527.00	\$50,644.00	\$52,761.00	\$54,878.00	\$56,995.00	\$59,112.00
4	\$50,644.00	\$52,761.00	\$54,878.00	\$56,995.00	\$59,112.00	\$61,229.00
5	\$52,761.00	\$54,878.00	\$56,995.00	\$59,112.00	\$61,229.00	\$63,346.00
6	\$54,878.00	\$56,995.00	\$59,112.00	\$61,229.00	\$63,346.00	\$65,463.00
7		\$59,112.00	\$61,229.00	\$63,346.00	\$65,463.00	\$67,580.00
8			\$63,346.00	\$65,463.00	\$67,580.00	\$69,697.00
9			\$65,463.00	\$67,580.00	\$69,697.00	\$71,814.00

<u>10</u>				<u>\$69,697.00</u>	<u>\$71,814.00</u>	<u>\$73,931.00</u>
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Effective July 1, 2020, the wages in effect on June 30, 2020, shall increase three percent (3%). The following salary schedule is effective July 1, 2020, and reflects this salary increase:

Base salary: \$43,441.00

Step Year: \$2,181.00

Step Education: \$2,181.00

<u>Years of Service</u>	<u>BA</u> <u>-A-</u>	<u>BA+15</u> <u>-B-</u>	<u>BA+30</u> <u>-C-</u>	<u>MA</u> <u>BA+45</u> <u>-D-</u>	<u>MA+15</u> <u>BA+60</u> <u>-E-</u>	<u>MA+30</u> <u>BA+75</u> <u>-F-</u>
<u>0</u>	<u>\$43,441.00</u>	<u>\$45,622.00</u>	<u>\$47,803.00</u>	<u>\$49,984.00</u>	<u>\$52,165.00</u>	<u>\$54,346.00</u>
<u>1</u>	<u>\$45,622.00</u>	<u>\$47,803.00</u>	<u>\$49,984.00</u>	<u>\$52,165.00</u>	<u>\$54,346.00</u>	<u>\$56,527.00</u>
<u>2</u>	<u>\$47,803.00</u>	<u>\$49,984.00</u>	<u>\$52,165.00</u>	<u>\$54,346.00</u>	<u>\$56,527.00</u>	<u>\$58,708.00</u>
<u>3</u>	<u>\$49,984.00</u>	<u>\$52,165.00</u>	<u>\$54,346.00</u>	<u>\$56,527.00</u>	<u>\$58,708.00</u>	<u>\$60,889.00</u>
<u>4</u>	<u>\$52,165.00</u>	<u>\$54,346.00</u>	<u>\$56,527.00</u>	<u>\$58,708.00</u>	<u>\$60,889.00</u>	<u>\$63,070.00</u>
<u>5</u>	<u>\$54,346.00</u>	<u>\$56,527.00</u>	<u>\$58,708.00</u>	<u>\$60,889.00</u>	<u>\$63,070.00</u>	<u>\$65,251.00</u>
<u>6</u>	<u>\$56,527.00</u>	<u>\$58,708.00</u>	<u>\$60,889.00</u>	<u>\$63,070.00</u>	<u>\$65,251.00</u>	<u>\$67,432.00</u>
<u>7</u>		<u>\$60,889.00</u>	<u>\$63,070.00</u>	<u>\$65,251.00</u>	<u>\$67,432.00</u>	<u>\$69,613.00</u>
<u>8</u>			<u>\$65,251.00</u>	<u>\$67,432.00</u>	<u>\$69,613.00</u>	<u>\$71,794.00</u>
<u>9</u>			<u>\$67,432.00</u>	<u>\$69,613.00</u>	<u>\$71,794.00</u>	<u>\$73,975.00</u>
<u>10</u>				<u>\$71,794.00</u>	<u>\$73,975.00</u>	<u>\$76,156.00</u>

Effective July 1, 2021, the wages in effect on June 30, 2021, shall increase by three percent (3%). The following salary schedule is effective July 1, 2021, and reflects this salary increase:

Base salary: \$44,744.00

Step Year: \$2,246.00

Step Education: \$2,246.00

<u>Years of Service</u>	<u>BA</u> <u>-A-</u>	<u>BA+15</u> <u>-B-</u>	<u>BA+30</u> <u>-C-</u>	<u>MA</u> <u>BA+45</u> <u>-D-</u>	<u>MA+15</u> <u>BA+60</u> <u>-E-</u>	<u>MA+30</u> <u>BA+75</u> <u>-F-</u>
<u>0</u>	<u>\$44,744.00</u>	<u>\$46,990.00</u>	<u>\$49,236.00</u>	<u>\$51,482.00</u>	<u>\$53,728.00</u>	<u>\$55,974.00</u>
<u>1</u>	<u>\$46,990.00</u>	<u>\$49,236.00</u>	<u>\$51,482.00</u>	<u>\$53,728.00</u>	<u>\$55,974.00</u>	<u>\$58,220.00</u>
<u>2</u>	<u>\$49,236.00</u>	<u>\$51,482.00</u>	<u>\$53,728.00</u>	<u>\$55,974.00</u>	<u>\$58,220.00</u>	<u>\$60,466.00</u>
<u>3</u>	<u>\$51,482.00</u>	<u>\$53,728.00</u>	<u>\$55,974.00</u>	<u>\$58,220.00</u>	<u>\$60,466.00</u>	<u>\$62,712.00</u>
<u>4</u>	<u>\$53,728.00</u>	<u>\$55,974.00</u>	<u>\$58,220.00</u>	<u>\$60,466.00</u>	<u>\$62,712.00</u>	<u>\$64,958.00</u>
<u>5</u>	<u>\$55,974.00</u>	<u>\$58,220.00</u>	<u>\$60,466.00</u>	<u>\$62,712.00</u>	<u>\$64,958.00</u>	<u>\$67,204.00</u>
<u>6</u>	<u>\$58,220.00</u>	<u>\$60,466.00</u>	<u>\$62,712.00</u>	<u>\$64,958.00</u>	<u>\$67,204.00</u>	<u>\$69,450.00</u>
<u>7</u>		<u>\$62,712.00</u>	<u>\$64,958.00</u>	<u>\$67,204.00</u>	<u>\$69,450.00</u>	<u>\$71,696.00</u>
<u>8</u>			<u>\$67,204.00</u>	<u>\$69,450.00</u>	<u>\$71,696.00</u>	<u>\$73,942.00</u>
<u>9</u>			<u>\$69,450.00</u>	<u>\$71,696.00</u>	<u>\$73,942.00</u>	<u>\$76,188.00</u>
<u>10</u>				<u>\$73,942.00</u>	<u>\$76,188.00</u>	<u>\$78,434.00</u>

Section 3: Placement on Column

Each teacher shall be placed on the highest numbered row and column step for which s/he qualifies from the time the teacher received his/her teaching certificate issued by a state.

The total creditable years of teaching experience shall be the sum of:

- A. Each year of teaching experience in an Alaska public school, whether operated by a school district, REAA, the State, or the Bureau of Indian Affairs (BIA); and

Each year of teaching experience in a nationally, regionally, or state-accredited public school outside Alaska, including over-seas schools to a maximum of five (5) years.

- B. Each year of certificated, international teaching experience up to a maximum of two (2) additional years with the approval of the superintendent.

Employees on the Teachers Salary Schedule who advance from one vertical column to another at any time shall move to the corresponding eligible step on the higher column, if s/he has filed notice of additional educational credit with the superintendent no later than November 1 of the current year.

Salary placement credit will be allowed for:

- A. Applicable education courses, including all credits earned by a teacher for supervising a student teacher or intern teacher to a maximum of 6 credits out of every 15 credits recognized for movement from column to column on the salary schedule. This limitation on the counting of credits for supervising student or intern teachers becomes effective on July 1, 1998.
- B. Courses applicable to the teacher's current teaching assignment.
- C. Courses in the teacher's major or minor field.
- D. Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education and Early Development for renewal of a teaching certificate.
- E. Any professional educational hours earned to secure an initial teaching certificate shall not be allowed for any additional range on the salary schedule unless the teacher is teaching in his/her major field.

The superintendent may approve substitutions for the above requirements if the circumstances are unique.

All certificated teaching staff who are assigned night duty and/or weekend duty shall be paid at their regular rate plus an additional 3.75 percent of their daily rate.

All certificated teaching staff who are assigned to work school holidays or school vacation days shall be paid at a rate one and one-half (1 ½) times that of their normal per diem.

Section 4: Employer Provided Health Insurance Pay Procedures

As soon as feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. The parties agree that when a bi-weekly pay schedule is implemented, it will be done through a Letter of Agreement. Leave accrual and other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to reflect conversion to a bi-weekly cycle.

Pay warrants will be distributed over a twelve (12) month period to ensure year-round insurance coverage for MEHS teachers. The annual salary will be paid on a semi-monthly basis, consisting of twenty-four (24) approximately equal payments for the school year.

(Semi-Monthly Salary = Annual Salary)
24

~~The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees will pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide the coverage elected by the employee under the flexible benefits program. The Employer will seek to maintain a plan with prudent reserves and minimal cost shifting. This article will in no way limit the Commissioner's authority under AS 39.30.095B. Effective July 1, 2015 the Employer's health insurance contribution shall be the amount of money not exceeding that necessary to maintain the Select Benefits Default/Economy Plan. Effective July 1 of each subsequent year this agreement is in effect, the Employer's health insurance premium contribution will increase by the amount of money, for all employees, which is necessary to fund comparable coverage under the Select Benefits Default/Economy Plan. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided will be as set forth in the insurance plan documents, consistent with AS 39.30.090.~~

~~The Employer will provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation. The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090 and AS 39.30.095. The Employer agrees to continue to require the provider under the Employer plan to provide a toll-free number for the purpose of handling inquiries and complaints to the provider.~~

Section 5: Contract Extensions

Compensation for contract extensions within the regular school year shall be calculated at the employee's per diem rate. Compensation for contracts extended beyond the regular school year shall be at the per diem rate unless mutually agreed otherwise. The teacher's per diem rate shall be calculated by dividing the teacher's total salary by one hundred and eighty-eight (188) days. However, as of July 1 any change in the per diem will be reflected on new or continuing contracts.

Section 6: Student Activity Sponsorship

All Teacher sponsors will be compensated in accordance with the following provisions.

The employer shall annually review the extracurricular program to determine which activities shall be included. TEAME may provide input on subsequent school year activities by providing written

suggestions by March 15. Although input is not precluded from individual TEAME members, requests should come from TEAME organization by way of the President to the Superintendent. Management reserves the right to make final decisions regarding which activities will be offered.

If the administration cannot find a viable volunteer for a vacant student activity sponsorship, TEAME agrees to provide a viable candidate.

Student activity sponsorship is defined as direct supervision outside the work day for an activity club, or sport.

Ability to perform an activity sponsorship shall have no bearing on continued classroom teaching assignment or formal evaluation.

A copy of the completed, signed contract shall be given to the activity sponsor prior to the beginning of the activity.

A teacher may be released from any activity sponsorship contract for reasons of health, just cause, or for any reason which is mutually agreed to by the teacher and the employer. Termination initiated by the employer before completion of the contract is subject to the grievance procedure.

- A. Authorized activities will be compensated by assignment to one of the seven (7) salary ranges each of which has four (4) experience steps. The percentages outlined are percentages of the BA /0 level, which includes the Geographic Differential Pay as a value on the salary schedule in effect at the time the activity is sponsored.

Range

Experience Steps	1	2	3	4	5	6	7
0	.0200	.0400	.0480	.0560	.0640	.0880	.1280
1	.0210	.0420	.0504	.0588	.0672	.0924	.1344
2	.0220	.0440	.0528	.0616	.0704	.0968	.1408
3	.0230	.0460	.0552	.0644	.0736	.1012	.1472
4	.0240	.0480	.0576	.0672	.0768	.1056	.1536

- B. Five (5) experience steps shall be allowed providing that:
 - 1. All experience is gained in the activity for which compensation is being considered.
 - 2. ~~Only experience at MEHS will be credited.~~
 - 3. The attached schedule of activities and ranges shall be implemented for the duration of the agreement unless changes are mutually agreed to.
- C. Prior to the beginning of the activity the Employer shall make the final decision as to whether the activity will be authorized for compensation. Teachers shall not be required to perform

activities from this schedule that have not been compensated.

- D. Teachers will be eligible for the allowable per diem for required travel. Other expenses will be reimbursed only if pre-authorized,
- E. Known activity sponsorship positions for the upcoming school year will be posted ten (10) working days prior to the conclusion of the academic school year. Whenever possible, activity sponsorships will be assigned prior to the end of the school year.

Section 7: Student Activity Sponsorship Schedule

Activity	Assigned Range
Activity Director	7
Basketball	
Varsity Boys	7
Varsity Girls	7
Assistant Boys	5
Assistant Girls	5
Cross Country	
Varsity	2
Assistant	1
Volleyball	
Varsity	7
Assistant	5
Wrestling	
Varsity	7
Assistant	5
Yearbook Advisor	4
National Honor Society	2
Cheerleader Coach	4
Student Counsel <u>Council</u> Advisor	5
Battle of the Books Coordinator	1
Future Teachers Club Coordinator	3
Drama Debate and Forensics	7
Prom Coordinator	1
Graduation Coordinator	2
Class Coordinators*	
12th Grade	0.5
11th Grade	0.5
10th Grade	0.25

*Class coordinators are responsible for all grade level class activities and are responsible for ensuring adequate adult supervision for activities as specified in the MEHS Student Activity Planner.

Section 8: Payroll Deductions

Within thirty (30) days after receipt of written authorization from the teacher, the State shall deduct from the salary of the employee and make appropriate remittance for:

~~TEAME, NEA-AK, and NEA dues.~~ Such authorization shall continue in effect from year to year. Pursuant to such authorization, the State shall deduct one-tenth (1/10) of such dues from the regular semi-monthly pay warrant of the affected employee each month for the ten (10) months beginning in September and ending in June of each year. Amounts to be deducted shall be supplied to the State through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final pay warrant.

The employee also reserves the right to authorize the State to deduct the entire amount from any designated pay warrant. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between August 15 and September 15 of any school year. The State shall transmit to the Association the total semi-monthly deduction for the professional dues within ten (10) school days following each regular pay period with a listing of the employees for whom the deduction was made.

Deductions for tax sheltered annuities, and retirement or investment programs shall be authorized at the employee's request.

~~Direct deposits of pay warrants will be made upon request of the employee.~~

~~Pay warrants will be distributed over a twelve (12) month period in order to ensure year round insurance coverage for MEHS teachers. The annual salary will be paid on a semi monthly basis, consisting of twenty four (24) approximately equal payments for the school year.~~

~~$$\frac{(\text{Semi Monthly Salary} - \text{Annual Salary})}{24}$$~~

Section 9: Teacher Travel

Authorized travel, per diem and meal allowances will be paid in accordance with the State Administrative Manual AAM 60.010 - AAM 60.380, as revised.

Section 10: Activities Expenses

Authorized travel expenses incurred in conjunction with student activities which exceed the per diem advanced will be reimbursed upon the submission of receipts. This section applies only to

expenditures on behalf of students and does not otherwise affect the travel and per diem entitlements of teachers.

~~The parties agree that if a bi-weekly pay schedule becomes available in the future, it will be implemented at the State's convenience. Leave accrual and any other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to ensure that the conditions or annual benefits are not reduced by a conversion to a bi-weekly pay cycle.~~

ARTICLE 14 - HEALTH AND INSURANCE

Section 1: Health Insurance.

- A. The Employer will continue to provide a flexible benefits program for the provision of health insurance. Eligible employees will pay, by payroll deduction, any difference between the Employer's contribution and the total premium required to provide the coverage elected by the employee under the flexible benefits program. The Employer will seek to maintain a plan with prudent reserves and appropriate cost sharing. This article will in no way limit the Commissioner's authority under AS 39.30.095B.
- B. Effective January 1 each year this agreement is in effect, the Employer's health insurance premium contribution shall be the amount of money, for all employees, that is necessary to fund comparable coverage under the "Select Benefits Economy Medical/Audio/Rx and preventative Dental Plan", less a monthly employee contribution not to exceed 12% of the premium contribution commencing January 1, 2020, and 15% of the premium contribution commencing January 1, 2021, for the employee only and the employee plus family economy plans. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided will be as set forth in the insurance plan documents, consistent with AS 39.30.090.
- C. The Employer will provide written notice to the Association of changes to the level of health insurance benefits at least sixty (60) days prior to implementation. The Employer expressly waives its right to require the Association to bargain collectively and the Association expressly waives its right to require the Employer to bargain collectively over all matters relating to the provision of a group health insurance plan established pursuant to AS 39.30.090 and AS 39.30.095. The Employer agrees to continue to require the provider under the Employer plan to provide a toll-free number for the purpose of handling inquiries and complaints to the provider.

Section 2: Health Benefits Evaluation Committee.

The parties agree to jointly participate in a Health Benefits Evaluation Committee (HBEC). The HBEC will establish rules to govern the operation of the Committee.

- A. The HBEC will meet at least quarterly. Meeting arrangements and venue will be the Employer's responsibility, and clerical support will be the shared responsibility of the HBEC representatives. Meetings may be scheduled telephonically to reduce costs. Should in person meetings occur, meetings will be held in Juneau and Anchorage, alternating when possible. A State member of the HBEC shall chair the meetings.
- B. The HBEC will consist of labor and management representatives. The TEAME will have one (1) voting representative on the Committee. Management and labor will have an equal number of votes regardless of the number of management and labor representatives on the committee. The committee will include members from other bargaining units as agreed to separately by management and those bargaining units.
- C. Meetings will be scheduled at the conclusion of the prior meeting, when possible, to ensure adequate notice. The Employer will provide an agenda two weeks prior to the meetings with supporting materials, as available. Updates will be sent as timely as possible.

D. The HBEC will have access to analyses of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Division of Retirement and Benefits (DRB). A representative of the carrier or third party administrator will be available to the Committee.

E. The HBEC may make recommendations to the Commissioner of Administration concerning provision of efficient, effective health care benefits within the level of the Employer's contribution, including but not limited to utilization review, pre-certification requirements, cost containment measures, employee education and preferred provider arrangements. The HBEC will designate a labor representative to timely memorialize and submit these recommendations to the Commissioner of Administration. The Commissioner of Administration will give the committee's recommendation full and careful consideration.

Section 3: Employee Life Insurance.

The Employer shall insure the life of every employee and long-term nonpermanent in the principal amount of ten thousand dollars (\$10,000.00)

Section 4: Travel and Accident Insurance.

The Employer will insure the life of every employee and long-term nonpermanent against accidental death while traveling within the scope of State employment in the amount of two hundred thousand dollars (\$200,000.00)

Section 5: Alternative Health Insurance Plan

During the term of this agreement TEAME may explore other health insurance coverage for its members through an alternative health insurance plan or other appropriate mechanism. Once TEAME has completed its analysis, if it proposes to exit the AlaskaCare plans it will so advise the state in writing. The State will then conduct its own review and analysis to determine the potential impact on the AlaskaCare plans and funding obligations. The parties will meet and confer within 120 days after TEAME's written notice to the State.

In the event the parties agree TEAME will exit the AlaskaCare plans and implement an alternate health care delivery mechanism, the parties will negotiate in good faith with respect to the following, if applicable: Effective Date; Transfer of Liability; Funding; Reserves; Transmittal of Payroll Deductions; Eligibility; Segregation of Funds; Actuarial Reports; State's Right to Audit/Review; Compliance with Applicable Laws and Regulations; Fidelity Bond; Fiduciary Liability and Errors and Omission Insurance; Indemnification; Default and Termination.

Section 6: Health Care Authority Reopener

During the term of this agreement the State may explore providing health benefits through an alternative method of delivery by participating in a health care authority (HCA). As a participating employer of the HCA, the State will retain autonomy over the plan in consultation with the Health Benefits Evaluation Committee on terms of the plan design features, such as the amount of the annual deductible, required copayment for prescription drugs, and employer coinsurance.

At the request of either party, this Article will be reopened for negotiations in the event the State becomes a participating employer during the term of this Agreement in a health plan or plans offered through the creation of an HCA.

ARTICLE 15 - CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and TEAME. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment, as established by a specific provision of this Agreement, the Commissioner of the Department of Administration will obtain the approval of TEAME in the form of a Letter of Agreement. Prior to enacting any change in any mandatory subject of bargaining which is not established by a specific provision of this Agreement, or a subject of written negotiations proposal, TEAME will be notified in advance of the proposed change thereby enabling them to negotiate on that change.

In the event of any enactment by the Legislature that creates conditions not specifically covered by this Agreement, the parties agree to immediately negotiate a mutually satisfactory supplement covering such operations.

FOR THE STATE OF ALASKA:

FOR THE TEACHERS EDUCATION
ASSOCIATION – MT. EDGE CUMBE:

Leslie Ridle, Commissioner
Department of Administration

Stephen Courtright, TEAME President

Nicole Lynch, Chief Spokesperson

Kevin Gwinn, Chief Spokesperson

Dan McCrummen, Team Member

Katie Mulligan, TEAME Member

Heidi Teshner, Team Member

Josh Arnold, TEAME Member

Monica Southworth, NEA-Alaska

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