Hoonah City School District
&
Hoonah Education Association

Negotiated Agreement

FY 2020/2021
# FY 2020-21 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District

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SAMPLE CERTIFICATED EMPLOYEE CONTRACT
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ARTICLE I: THE AGREEMENT

Section I: DURATION OF AGREEMENT
This agreement shall become effective July 1, 2020 and shall continue in full force through June 30, 2021 or until a successor contract is negotiated. Negotiations can be reopened by mutual consent at any time during the contract period to address specific issues that will be agreed to prior to reopening negotiations.

Section II: RECOGNITION
The Board recognizes the Association as the exclusive negotiating agent for all certified teachers.

Section III: FAIR SHARE
It is recognized that the responsibility of the exclusive representation of certified employees under this agreement entails expenses. Whenever a new teacher is hired, the District shall notify the association of hire.

It is agreed by and between the District and the Association that upon receipt of a membership form from the Association, the District will deduct the determined amount of dues from each paycheck, starting with the second regular paycheck and continuing through the remainder of the fiscal year. The District agrees to consider the membership form an affirmation consent to the dedication of membership dues for his/her paycheck, commencing with the second of the school year and continuing through the school year. Such deductions will be equal amounts and immediately transmitted to the Association or designee. The transmittal will include a list showing the names of all employees for whose salary membership dues have been deducted and the amount deducted from each employees’ paycheck.

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders or judgment brought or issued against the District as a result of any actions taken by the District under the provisions of this section. The District agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability regarding implementation of the provision of this section and, if the Association so requests in writing, to surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability.

Section IV: NON-DISCRIMINATION
The Association and the district agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, marital status, physical disability or by reason of an individual’s membership or non-membership status in the Association. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

ARTICLE II: NEGOTIATIONS

Section I: SCOPE OF BARGAINING
The scope of bargaining shall be limited to items determined negotiable by the Alaska Supreme Court or as established by law, or mutually agreed upon during the first two negotiation sessions.

Section II: OPENING NEGOTIATIONS
If negotiations are to take place, a request shall be made between November 15 and January 31 by either party. There shall be no new proposals after the second joint meeting for negotiations purposes. All meetings shall be held at times and in places acceptable to both parties. Unless mutually agreed to, all meetings shall be held outside the workday and shall not exceed three hours.
Section III: EXCHANGE OF INFORMATION
Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

Section IV: THE AGREEMENT
Upon ratification of the contract by the two parties, the Board will provide the Association with a signed copy.

Section V: DEFINITION OF “DAY”
Unless otherwise specified in this agreement, the term “day” shall mean calendar day.

ARTICLE III: CONDITIONS OF EMPLOYMENT

Section I: SICK LEAVE ACCRUAL
Sick leave shall accrue at the rate of one and one-third days per school month. Sick leave for all half-time employees shall accrue at two-thirds day per month. Sick leave may be used for the death, illness or welfare of a person in the teacher’s family.

Sick leave may be granted for other than illness or death in the teacher’s family at the discretion of the Superintendent. Each teacher shall be given a written accounting of his/her accumulated sick leave days at the end of each school month.

Section II: REDUCTION IN FORCE/REHIRE
The District shall adhere to applicable state law (currently AS 14.20.177) regarding Reductions in Force and Rehire.

Section III: VACANCY
Vacancies occur when a new teaching position is created or a current teaching position is vacated.

Teachers currently employed by the District will be notified via District email of all vacancies no less than five (5) business days prior to filling the vacancy. For any vacancies occurring during breaks from the academic year, the District will contact an Association officer by phone or text. The Association will provide the District with a current list of personal contact numbers for the Association officers. It is the Association’s responsibility to maintain a phone tree and contact the membership.

In filling any vacancy, the District will give first consideration to those current teachers who have requested that assignment and who meet the qualifications. If two or more teachers apply for a vacancy and they are similarly qualified for such assignment, full-time equivalent service within the District will determine the order of consideration. In such circumstances, the teacher with the greatest amount of full-time service will be considered first. A tenured teacher whose request to a vacancy has been denied shall be advised in writing of the reasons for such denial upon written request.

Section IV: TERMINATION
The District shall follow the termination procedures set by applicable state law (currently AS 14.20.170; 14.20.180).

Section V: FAMILY LEAVE
The District shall provide family leave in accordance with federal and state law (currently set forth in the Family Medical Leave Act and the Alaska Family Leave Act).
Section VI: PERSONAL LEAVE

Teachers with 0-3 years in the district are allotted 4 personal leave. Teachers with 4 or more years are allotted 5 personal leave days. Teachers with 0-3 years with the district may carry over 4 days to the following school. Teachers with 4 or more years with the district may carry over 3 days to the following school. No teacher may bank more than 8 personal leave days. Teachers will be paid for any unused days not carried over to the following year at the teacher’s per diem rate. Teachers are responsible for notifying the district if they will be carrying over personal days.

The superintendent must approve requests for personal leave in advance. Requests must be submitted to the superintendent at least seventy-two (72) hours in advance of the requested leave dates. The superintendent may waive advance notice for delays and emergency situations beyond the control of the teacher. It is the responsibility of the teacher to notify the superintendent (or designee) in a timely manner, should such an emergency occur. When a teacher is absent on a day immediately after a school break because of delayed or cancelled transportation over which he/she has no control, the District shall grant a Weather Related Travel Day. For days in excess of the two allowable Weather Related Travel Days, the teacher shall use available personal leave. No more than two teachers may take personal leave at any one time, with exceptions for delays and emergencies as detailed above.

The Association will determine which teachers plan to take personal leave in conjunction with vacation days or holiday periods and will provide a finalized list to the superintendent by September 30. Personal days cannot be used during scheduled parent/teacher conferences.

Personal leave is intended for matters of business and other personal affairs that, due to their scheduling, cannot be conducted during school vacations or on weekends. Commercial fishing and supplemental incomes are examples of such activities that are not allowed.

Section VII: SICK LEAVE BANK

A sick leave bank shall be maintained according to written Board policy. This policy shall not be changed without the Board having solicited input from the Association at a regular meeting of the Board.

Bereavement Leave

Seven (7) days per fiscal year of paid leave days may be allowed for an absence occasioned by death or impending death in an employee’s or spouse’s immediate family. Immediate family is defined as spouse or cohabitating domestic partner, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, cousin, and legal ward (including foster family) and at the Superintendent’s discretion, be able to use sick leave days with death certificate or obituary.

Section VIII: ASSOCIATION LEAVE

The District shall provide, in the aggregate, ten (10) days per year of Association leave with pay to teachers representing the Association. The Association will reimburse the District for the substitute salaries for the 9th and 10th days. This leave shall not be used for work stoppages, walkouts or strikes that would conflict with or infringe upon the normal activity of this District or any other school district. The Association shall provide written notification to the superintendent of Association leave a minimum of ten days prior to the leave. If more than two teachers are to be on Association leave simultaneously, they must have Board approval.

Section IX: PER DIEM

The school District shall pay all reasonable travel and lodging expenses and shall provide the employee $60.00 per day for the purchase of meals. Upon request, an estimated per diem amount may be made available in advance. If the Board raises the District standard per diem rate during the life of this contract it will be standard for all teachers.

Section X: TEACHER PREPARATION DAYS

Teachers shall receive no less than five non-student days for the purpose of long-term planning and regular assessment of students. Two of these days shall occur prior to the first student day of the school year, and the remaining three shall occur on the days following each of the first three grading periods.
Section XI: IN-SERVICE

The administration will request from the Department of Education approval for at least four in-service workdays per year for the purpose of professional staff development. These shall occur between the first and last student days of the school year.

Section XII: TRAVEL INSURANCE

Any employee, when traveling on school business by common carrier vehicle under the direction of the Board and/or administration, will be insured for $100,000 against accidental death or disability with a maximum of $300,000 per incident. This coverage will be in effect from the time of their departure from home until their return.

Section XIII: LIFE INSURANCE

Each teacher will be provided with life insurance in the amount of his/her annual salary upon the signing of the teacher’s personal contract. The Board shall make available a group plan by which all employees may purchase additional life insurance if they so desire.

Section XIV: DENTAL, VISUAL, AUDIO AND MEDICAL INSURANCE

The Board agrees to pay for family insurance for dental, visual, audio, and medical insurance for all certified employees. Each certified employee shall contribute 4.99% of the health care premium to be deducted from salary/wages.

The current health insurance plan is with the Public Education Health Trust.

During the term of this contract, the parties, by mutual written agreement, may reopen this health insurance provision for the sole purpose of considering and negotiating changes to the type of coverage (including but not limited to premium amount, carrier and plan design) to reduce the overall cost of health insurance.

Section XV: PROFESSIONAL ENRICHMENT FUND

The Board shall establish a Professional Enrichment Fund from which certified staff may withdraw funds for professional development. The applicant must submit for approval a written description and cost expectations of the training session to the Professional Enrichment Committee. The Professional Enrichment Committee will be composed of three certified teachers selected by the Association. The applicant will be granted leave for up to three days if the training occurs within the school year when recommended by the committee. Twelve percent (12%) of the base salary will be funded for this purpose at the beginning of each fiscal year. All expenses must be paid out in the fiscal year.

Section XVI: PERSONNEL FILE

There shall be only one official personnel file, which shall contain only materials and appropriate records related to the employment history and evaluations material with the District. No anonymous material or confidential pre-hire information shall be placed in a teacher’s personnel file. This file shall be maintained under conditions that insure its integrity and safekeeping in the district office.

A teacher shall have the right to examine his/her own official personnel file during normal business hours. A copy of any 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 will have the right to place a rebuttal to any material placed in the teacher’s personnel file.

An Association representative, with the teacher’s written permission and with the teacher present, shall have the right to examine the teacher’s personnel file upon prior written notification to the superintendent. The superintendent will make available original material, or copies of the original material, for examination by the Association representative in the District office.

Any additional files maintained by the administrator shall be for evaluative purposes only and shall be kept private. The employee may request to see the contents of the file at any reasonable time. Only dated, contemporaneous records may be entered in the file. The District is obligated to notify each teacher in a timely fashion of any entries into his/her file that could adversely affect the teacher’s evaluation or employment status. Material in an in-house file may only be used in defense of a personnel evaluation for which that material was collected. There will be no secret files.
Except for required personnel and payroll purposes or other common office procedures, upon termination no access will be allowed to a teacher’s personnel file except with the express written permission of that teacher.

Section XVII: PREPARATION TIME

Between the hours of 9:00 and 3:30, teachers will get 50 minutes of uninterrupted planning time per day, free of district meetings. That total time can be split up into two increments during the day. If due to scheduling or other unforeseen occurrences a teacher does not receive these minutes they can be compensated time for time, during the school day. Time for time could be banked throughout the grading quarter and must be used before the end of the next grading period. If not used then, or it will be lost. Fourth quarter time must be used before the end of the year.

PREPARATION TIME DURING BLOCK SCHEDULING

If the scheduling format remains the same (Block Scheduling) secondary teachers will receive a prep period not equal to less than half of the total block period time. The second half of the period will be scheduled for support or supervision. Elementary teachers will receive a guaranteed prep period between the hours of 9:00 and 3:30, free of district meetings. Prep time will be no less than a total of 50 minutes. If due to scheduling or other unforeseen occurrences a teacher does not receive this additional time they can be compensated time for time, during the school day. Time for time could be banked throughout the grading quarter and must be used before the end of the next grading period. If not used then, or it will be lost. Fourth quarter time must be used before the end of the year.

Section XVIII: MEETINGS

District-required school meetings that follow the class period schedule will be limited to five (5) per month, with the exception of Special Education meetings and extra-curricular activities. This limit recognizes the importance of this time for helping students, meeting with parents and for preparation.

Section XIX: SAFE WORKING CONDITIONS

The District shall make reasonable efforts to provide and maintain a safe and healthy work environment and will comply with all applicable laws. Teachers will report all hazardous or potentially hazardous conditions to the principal.

Section XX: ASSIGNMENTS

If a teacher is to be assigned Activities Director, then that teacher will be given one period in his/her class schedule and an extra duty contract to fulfill that assignment.

Section XXI: EVALUATIONS

Teachers will be evaluated annually in accordance with the District's evaluation procedure and the State statutes (currently AS 14.20.14) and regulations. If changes are made to the District’s evaluation instrument and evaluation procedure, the Board will collaborate with the Association in formulating and approving the new instrument and procedure.

Section XXII: PARENT TEACHER CONFERENCES

Calendared parent-teacher conferences will be compensated time-for-time up to one full school day.

Section XXIII: WEATHER RELATED TRAVEL DAYS

Weather Related Travel Days. When weather prevents a teacher from returning to Hoonah as scheduled after a break or vacation, the teacher shall receive up to two days of paid leave each school year for such absences. Those two days do not count against the teacher’s personal leave days. If weather causes the teacher to miss more than two days, the teacher will have to use personal days or take leave without pay.
ARTICLE IV: GRIEVANCE

PREFACE:
The purpose of this grievance procedure is to provide a framework within which certified personnel may work toward solving problems as they arise and to guarantee fair treatment to all parties. Although this procedure is written from the standpoint of the two parties involved being the school district and an employee who is an Association member, it is also valid for a non-Association member or a member who does not wish to involve the Association. Above all, the individual’s right of privacy will be protected. The Association has the right to refuse to represent the teacher who fails to present to the Association a valid grievance. It is expected that all parties to a disagreement will initially attempt to solve problems at the lowest possible administrative level through free and informal communication. Both parties to this agreement agree that all such grievance proceedings shall be confidential.

Section I: GRIEVANCE DEFINED
A grievance is any claim by the Association or a teacher employed by the District that there has been a violation, misinterpretation, or misapplication of the terms of this agreement and/or the teacher’s personal contract. (See Appendix A.)

Section II: COMMITMENTS GOVERNING THE BOARD OR ITS DESIGNEES AND THE ASSOCIATION

A. THE BOARD OR DESIGNEES
The Board recognizes the right of the Association and its committees to advise, represent, or take action for any aggrieved personnel who so request in writing.

B. THE ASSOCIATION
The Association and the Board agree to process a grievance with dispatch and when possible without loss of time in school by any person(s) involved.

C. THE GRIEVANT
Grievant shall mean an employee or group of employees or the Association filing a grievance. Any aggrieved person(s) involved in a grievance proceeding may be represented at any level of the grievance procedure by a person(s) of his/her own choosing. The grievant shall be bound by the procedure hereafter established.

Section III: PROCEDURE

A. TIME LIMIT
The grievance must be filed within fifteen (15) days of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant shall inform his/her immediate supervisor that a grievance is being initiated. It is important that grievances be processed as rapidly as possible. All participants in a grievance shall follow the procedure specified below within the time limits indicated. The time limits specified, however, may be reduced or extended by mutual agreement.

B. TRANSCRIPTS
It is understood that no written or printed matter dealing with the processing of a grievance shall be filed in the District’s personnel files of any of the participants. A report of the final resolution of a grievance shall be filed in a separate grievance file.

C. FORMS
Forms and other necessary documents required for filing grievances shall be available to the grievant.
D. REPORTS
The Association shall receive a statement within thirty (30) days explaining the nature of each grievance and its final resolution.

Section IV: GRIEVANCE PROCEDURE LEVELS
Decisions and justifications at Levels 1 and 2 of the grievance procedure will be written and transmitted promptly to all interested parties.

A. LEVEL 1
1. The grievant may initiate the grievance procedure by:
   a) approaching the immediate supervisor concerned and discussing the matter on his/her own behalf, or
   b) requesting that a representative of the Association or any other person accompany the grievant in
      approaching the immediate supervisor. The Association representative or other person may speak
      on behalf of the grievant if requested to do so by the grievant. The immediate supervisor may have
      another person present if the grievant is accompanied by a representative.
2. The immediate supervisor shall meet with the grievant and anyone accompanying him/her within seven
   (7) days of receipt of the written request to meet. The immediate supervisor shall set the time of the
   meeting.
3. The immediate supervisor shall render a decision within seven (7) days after the meeting with the
   grievant.

B. LEVEL 2
1. If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has
   been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance in
   writing with the superintendent within seven (7) days after the decision at Level 1, or ten (10) days after
   the grievance was presented. The superintendent shall immediately notify the Association as to the
   nature of the grievance if the grievant has indicated he/she wishes the Association to be involved.
2. Within seven (7) days after receipt of the written grievance by the superintendent, the superintendent will
   meet with the grievant and his/her representative in an effort to resolve the grievance.
3. The superintendent shall issue a decision to the grievant within seven (7) days after meeting with the
   grievant.

C. LEVEL 3
1. In the event the grievance is not satisfactorily resolved at Level 2, or a decision is not timely made, the
   grievant may file with the superintendent for transmission to the Board a letter stating the nature of the
   grievance and his/her basis for appealing the decision of the superintendent.
2. Application to the Board must be made within seven (7) days of the determination by the superintendent,
   or the date when the superintendent was required to render a decision, whichever is later.
3. The Board shall grant the grievant a hearing within ten (10) days following the filing of the grievance. The
   Board may afford the superintendent and the grievant an opportunity to file briefs and present oral
   arguments. Any party may call and present witnesses. Each party shall, at least 24 hours prior to each
   hearing, make available to all other parties the names of all witnesses the party intends to call. The
   named individual shall be released as necessary without loss of pay if the hearing is scheduled during
   school time by order of the Board or its designee.
4. The Board shall render its decision to the superintendent and the grievant within seven (7) days of the
   final hearing.
D. LEVEL 4

If the grievance is not resolved at Level 3, the Association may, within twenty (20) days of the date of the Level 3 decision or the date the Level 3 decision is due, whichever is earlier, submit a written demand for arbitration to the Superintendent. Within ten days thereafter, the Association and Superintendent shall meet in an effort to select an arbitrator. If no agreement is reached, the parties shall jointly contact the American Arbitration Association for a list of qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains. That person shall become the arbitrator if able and willing to serve. If not, the parties shall repeat the selection process. Arbitration shall be conducted according to the rules of the American Arbitration Association.

The arbitrator’s decision shall be issued no later than thirty (30) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator’s decision will be final and binding on both parties.

The cost of the services of the arbitrator will be borne equally by the District and the Association.
ARTICLE V: COMPENSATION

Section I: EXTRA DUTY PAY

A. The following table lists compensation for current extra curricular activities set by the HCS School Board. This current list does not preclude additional activities or clubs as approved by the School Board and/or Superintendent.

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B. The School Board also retains the right to determine each fiscal year whether the above-mentioned listed activities will be offered that year.

Section II: SALARIES

A. Graduate classes or undergraduate classes approved in advance by the Superintendent, relevant to teaching will be accepted for advancement on the salary schedule. All classes must be substantiated by an official transcript.
FY 2020-21 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District

B. A teacher may develop a professional improvement plan which includes graduate classes, undergraduate classes, and vocational/technical training for advancement on the salary schedule. Elements of the professional improvement plan must be approved in advance by the superintendent and teacher.

C. For advancement change to be made, transcripts must be available in the administration office within sixty (60) days of the start of the new school year. The salary increase due to such advancement will be retroactive to the beginning of the contract year. If a teacher has reason to believe that at the end of the sixty-day period there is an outstanding transcript, he/she may notify the superintendent in writing that credits affecting the salary advancement may arrive. In such cases as this the teacher has an additional thirty (30) days in which to submit said transcripts. However, any adjustments after the initial sixty days of the school year will not be retroactive. They will commence at the end of the then current pay period. Such a change will necessitate the issuance of a contract addendum. If the administration deems the class irrelevant, then a review committee composed of the employee’s building principal, a certified employee and a representative of the Association, jointly chosen by the administration and the concerned employee, shall meet to review the administration’s decision and either accept it or make additional recommendations to the administration.

D. Up to six (6) years of out-of-state teaching experience will be allowed for initial placement on the salary schedule. Two half-years of full-time teaching experience will be allowed as one full year for placement on the salary schedule.

E. The employees frozen at the bottom of the last three columns will receive ½ percentage raise, in addition to the negotiated salary increases, up to and shall not exceed 3%.

Section III: ADDITIONAL PAY
When a teacher has been requested by the administration to work additional days beyond the contracted 190 days, he/she will receive compensation at his/her contracted per diem rate.

Teachers will be paid for the following holidays: Labor Day, Thanksgiving Day, Day Following Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Day, Memorial Day

Section IV: METHOD OF PAYMENT
All teachers shall receive a check for the days worked in August and may select to receive the remainder of their annual salary in one of the following ways:

A. Nine (9) equal payments with the ninth (9th) payment due a week after the last working day of the school year, by direct deposit, if the business manager has received a signed teacher checkout sheet. If this is not received then a check will be issued.

B. Nine (9) payments, eight (8) of which shall be paid on the basis of one-twelfth (1/12th) of the annual salary due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due a week after the last working day of the year by direct deposit, if the business manager has received a signed teacher checkout sheet. If not received then a check will be issued.

Section V: MOVING EXPENSES
Any incoming certified teacher, upon receiving a signed contract, will receive $1000.00 towards moving expenses."to be paid no more than 1 week of arrival in the district.

Section VI: RETENTION BONUSES
For each year of this Agreement an annual attract and retain stipend will be issued. All the time calculated for the bonus payment is time in the Hoonah City School District. Payment will be paid in the September check of the following year. After completing the first year, the teacher will be paid their bonus in the September of the next year and so on.

- 1-3 years- $750.00 per year
- 4+ years- $1000.00 per year
FY 2021 Certified Teacher Salary Schedule

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SAMPLE CERTIFICATED EMPLOYEE CONTRACT

This contract between Hoonah City School District Board of Education, hereinafter referred to as the BOARD, and ____________, whose permanent address is _________, hereinafter referred to as TEACHER.

WITNESSETH

It is mutually agreed between the BOARD and the TEACHER, in consideration of the promises and covenants herein contained,

THAT THE TEACHER WILL:

1. Perform the duties of TEACHER and such other duties as may be assigned in the Hoonah City School District during the ________ school year, beginning on or about __________ for a total of not more than ____ school/work days, which shall include legal school holidays.

2. Be responsible for such extracurricular assignments as are made by the BOARD as of the date of the issuance of this contract or at a later date during the term of this agreement.

3. Abide by and be bound by the policies, rules, and regulations of the BOARD and the State Board of Education.

4. Authorize deductions for the Teachers Retirement System or FICA withholding, if eligible.

THAT THE BOARD WILL:

5. Pay the TEACHER an annual salary in the amount of $__________* to be paid for the number of days worked in August, with the remainder being paid in either of the following two choices:

   a. Nine equal monthly installments of $__________, the first installment being paid on the last working day in ________ 20__, each succeeding installment being paid on the last working day of each month, and the balance to be paid on the final day of employment under this contract.

   b. Nine (9) equal monthly installments, eight (8) of which shall be paid on the basis of one-twelfth (1/12th) of the annual gross salary of $________ due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due on the last working day of the year.

*Subject to adjustment as changed by the Negotiated Agreement
AND THAT THE TEACHER AND THE BOARD AGREE TO BE BOUND BY THE FOLLOWING CONDITIONS:

6. Placement on the salary schedule at the time of employment is _________. This placement reflects the holding of a ____ Degree and at least _____ semester hours earned after the issuance of the degree, plus ___ years of teaching experience, which is applicable to the Hoonah District salary schedule.

7. The per diem rate is $________*.

8. The above per diem rate will be paid for each and every day in session, as that term is defined by AS 14.03.040 and as accepted by the Alaska Department of Education, for every State school holiday and for every approved local holiday, provided that such payment shall be made only if the TEACHER was under contract at the time.

9. The term a TEACHER as employed herein is defined in relevant portions of the Alaska Statutes Title 14.


11. This contract is not effective unless and until the TEACHER subscribes to the Oath of Allegiance required under 4 AAC 18.010(a)(5) and files a fully executed form of the oath with the BOARD for placement in the TEACHER’s personnel file. Once the oath has been filed with the BOARD, the TEACHER need not re-subscribe to it for subsequent school years so long as the TEACHER’s employment is continuous. However, by signing this contract, the TEACHER affirms his or her continued adherence to that oath.

12. The TEACHER, within 60 days of initial employment and periodically as required by State law or as required by the BOARD, must file a current medical certificate with the BOARD.

13. Subject to the three month maximum grace period provided under AS 14.10.010, the TEACHER must hold a valid Alaska Teaching Certificate at the time of entrance on duty and maintain said certificate while employed by the District, and no salary shall be paid unless the TEACHER has such certificate. Failure to maintain a valid certificate constitutes grounds for immediate termination of this contract without penalty to the BOARD.

14. The BOARD reserves the right to transfer the TEACHER to another assignment either before or after beginning duties of the proposed assignment if enrollments decrease or other conditions warrant change.

15. This contract may be terminated without liability to the BOARD should the TEACHER fail to discharge the duties imposed either through incapacity or disability or for cause as defined in AS 14.20.170. Upon written notice of such intended termination, the TEACHER shall be entitled to exercise any and all rights set forth in AS 14.20, including but not limited to the right to hearing set forth in AS 14.20.180. The TEACHER may be suspended from duty during any period of investigation as set forth in AS 14.20.170, but such suspension shall be with full pay.

16. This contract may be terminated without liability to the BOARD should it become necessary to eliminate the position because of decreased enrollment, provided that at least thirty (30) days prior written notice is given. In case of hardship, the BOARD may, in its discretion, afford such compensation as it deems necessary, not to exceed payment for twenty (20) days of service at regular contract per diem rate.

17. This contract may be amended by mutual consent upon application of one party and the written consent of the other party.

18. This contract may be terminated by mutual consent upon thirty (30) days written notice by one party and the written consent of the other party.

19. The violation or breach by the TEACHER of any term, condition, or requirement of this contract is grounds for the revocation of the TEACHER’s certificate by the Commissioner of Education or by the PTPC.
20. This contract is subject to the Negotiated Agreement between the BOARD and the Hoonah Education Association. If there are any conflicts or differences between the terms of said agreement and the terms of this contract, the terms of the Negotiated Agreement shall be controlling.

21. This contract supersedes and replaces any prior individual Employee’s Contract which may have been issued for the school year covered by this contract.

**ACCEPTANCE**

I hereby accept this offer of employment and the conditions contained herein.

__________________________
Date

__________________________
Accepted By

Acceptance by the BOARD is necessary before this contract becomes binding on the BOARD. The above contract is hereby validated on behalf of the BOARD.

__________________________
Date

__________________________
Board President

__________________________
Date

__________________________
Board Member
FY 2020-21 NEGOTIATED AGREEMENT between the
Hoonah Education Association and the Hoonah City School District

SIGNATURE PAGE

Hoonah Education Association
Adam Gretsingor, Negotiations Spokesperson

Hoonah Education Association
Renee Gray, Vice-President

Hoonah Education Association
Ben Mettling, HEA Representative

Hoonah City School District Board of Education
Harold Houston, President

Hoonah City School District
Amy Stevenson, District Business Office

Hoonah City School District
Ralph Watkins, District Superintendent/Principal