

Negotiated Agreement

between

Wrangell School Board

and

Wrangell Teachers' Association

July 1, 2021 – June 30, 2024



Wrangell Public Schools fosters and encourages all students to achieve their potential within an increasingly global society.



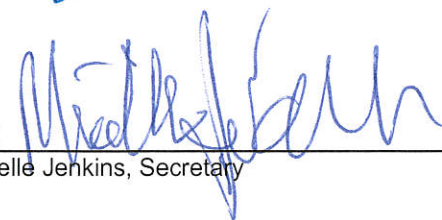
The Wrangell School board and the Wrangell Teachers' Association hereby enter into this agreement.

Wrangell Teachers' Association

Wrangell School Board

By: 
Ryan Howe, President

By: 
School Board President

By: 
Michelle Jenkins, Secretary

By: 
School Board Secretary

Dated this 17th day of May 2021.



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1 **ARTICLE 1 RECOGNITION**

2 The WSB recognizes the WTA as the exclusive bargaining agent for the District's
3 teachers for the duration of this Agreement. The rights and privileges granted to
4 the WTA under this Agreement shall be granted to no other competing employee
5 organization seeking to represent Wrangell teachers.

6 The WSB and WTA will continue to work together to develop and maintain
7 cooperation and excellence in all aspects of Wrangell's educational system.

8 **ARTICLE 2 DURATION OF AGREEMENT**

9 This Agreement shall be effective July 1, 2021 and shall continue in full force and
10 effect to and including June 30, 2024. Upon mutual consent, negotiations may be
11 opened at any time to address any given issue or issues specifically agreed upon in
12 advance in writing by both parties.

13 **ARTICLE 3 SAVINGS CLAUSE**

14 If any provision of this Agreement is held to be contrary to law by a court of
15 competent jurisdiction, then such provision shall not be deemed valid or subsisting,
16 except to the extent permitted by law; all other provisions shall continue in full
17 force and effect. Furthermore, the WSB and WTA shall within fifteen (15) days
18 enter into negotiations to replace any provision found to be contrary to law.
19 However, if mutually agreed, the parties may elect not to replace said provision.

20 **ARTICLE 4 SCOPE OF THIS AGREEMENT**

21 This Agreement is the sole and complete instrument between the WTA and the
22 Board. This negotiated Agreement shall be binding to the teachers and the WSB.
23 Nothing in this Agreement shall restrict the right of individual teachers to address
24 the Board in accordance with District policy.

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2

ARTICLE 5 MANAGEMENT RIGHTS

3 The WTA recognizes that the Board has the responsibility and final authority to set
4 educational, fiscal and budgetary policy for the District to the full extent authorized
5 by law provided that such policies are not inconsistent with the provisions of this
6 Agreement. The WSB reserves exclusive rights to operate and control the schools
with the exception of those issues specified in the negotiated agreement.

7 The administrative staff has the responsibility to carry out the Board's policies and
8 the provisions of this Agreement.

9

ARTICLE 6 ASSOCIATION SECURITY

10

Section 1 Advancement of Dues

11

12 Any employee covered by this Agreement may sign and deliver to the WSB an
13 assignment authorizing advance of membership dues in the WTA. Such
14 authorization shall continue in effect from year to year unless revoked in writing
15 between September 1 and September 30. Pursuant to such authorization, the WSB
shall deduct such dues from a teacher's monthly check.

16

Section 2 Association Meetings

17 The WTA shall secure the prior approval of the superintendent before holding a
18 meeting in school facilities or during any portion of the teachers' workday. No
reasonable request to conduct such a meeting shall be denied.

19

Section 3 Information for WTA

20

21 In response to reasonable requests, any information, which is not confidential, will
22 be made available to teachers.

23

24

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1
2 Section 4 Agency Fee

3 While the Board and the WTA have not entered into an agency fee agreement, the
4 Board wishes to affirm that it recognizes that all teachers (including Type C)
5 benefit from WTA's representation in the collective bargaining process and
6 approves the voluntary contribution of fees by nonmembers to help bear the costs
7 of that representation.

8 **ARTICLE 7 SCHOOL YEAR AND DAY**

9 Section 1 School Year

10 A standard teacher's contract shall consist of one hundred, eighty-nine (189) days.
11 This will include one hundred, eighty-one (181) in session, three (3) non-student
12 workdays, and five (5) paid school holidays.

13 Section 2 Workday

- 14 1. The workday for full time elementary teachers will be 7.5 continuous hours
15 and will include at least a 30-minute duty free lunch period unless the
16 teacher and teacher's immediate supervisor agree to a different work
17 schedule. Elementary teachers will have a 30-minute planning period or a
18 total of 150 minutes of planning time per week within the student day. The
19 scheduling of these periods will be mutually agreed upon by the teacher and
20 the teacher's immediate supervisor. An elementary teacher's workday will
21 further include no more than 6.5 hours of educational duties unless a
22 different work schedule is mutually agreed upon by the teacher and the
23 teacher's immediate supervisor. In this section, an elementary teacher is a K-
24 5 teacher.
- 25 2. The workday for full time secondary teachers will be 7.5 continuous hours
and will include at least a 30-minute duty free lunch period unless a different
work schedule is mutually agreed upon by the teacher and the teacher's
immediate supervisor.

1 Each teacher at the Stikine Middle School and Wrangell High School shall
2 be allowed a 50-minute planning period (or the current equivalent of one
3 class period under the seven-period schedule) within the workday. On rare
4 occasions, to accommodate the schedule, the planning period may be broken
5 up into necessary segments (as agreed upon by the teacher and building
6 principal) to equal 50 minutes per day or at least 240 minutes per week. In
7 this section, a secondary teacher is a 6-12 teacher; additionally, in this
8 section, a middle school teacher is 6-8 and a high school teacher is 9-12.

- 9 3. Written notification of each mutually agreed upon schedule change between
10 a teacher and his or her immediate supervisor will be sent to the WTA
11 president within three (3) business days.
- 12 4. The WSB may extend the teacher workday for up to two staff meetings per
13 month, child study team meetings and other individual parent conferences
14 other than those listed below provided that such extensions are scheduled in
15 advance. Teachers, whose workday is extended for other purposes, such as
16 end-of-the-quarter parent teacher conferences or additional staff meetings or
17 inservice sessions shall have an equal block of time subtracted from another
18 workday. The WSB may elect to compensate teachers in lieu of such trade
19 time as prescribed in Article 8, Section 3.

20 Section 3 Calendar

21 The WTA will submit a proposed calendar to the WSB, prior to April 15, for the
22 purpose of consideration for the following school year.

23 Section 4 Job Share

24 The WSB and WTA support the job share concept.

1 **ARTICLE 8 COMPENSATION**

2 Section 1 Agreement to Work Toward a New Salary Schedule

3
4 Both parties agree to continue to research and explore compensation based on
5 experience, training, and other variables. The intent of the parties is to continue to
6 develop a means of compensation which will meet the agreed upon qualities of a
7 sound salary schedule. Such means of compensation should meet the following
8 criteria: one that recognizes teachers as professionals; attracts and retains high
9 quality teachers; is based upon factors related to student learning; encourages
10 continuous improvement in teacher performance; and discourages weak or static
11 performance.

9 Section 2. Column Placement

10
11 A teacher shall be placed in the salary schedule column furthest to the right for
12 which he/she qualifies, according to the following criteria:

- 13 A. A transcript submitted showing a Bachelor's degree conferred.
- 14 B. B+18 — A transcript submitted showing a Bachelor's degree conferred
15 plus 18 credits earned after the Bachelor's degree has been conferred.
- 16 C. B+36 — A transcript submitted showing a Bachelor's degree conferred
17 plus 36 credits earned after the Bachelor's degree has been conferred.
18 All credits earned for salary placement and/or advancement beyond a
19 BA +18 require that one half (1/2) of said credits must be graduate
20 credits unless accepted for district curricular needs by the
21 superintendent.
- 22 D. B+54 — A transcript submitted showing a Bachelor's degree conferred
23 plus 54 credits earned after the Bachelor's degree has been conferred.
24 All credits earned for salary placement and/or advancement beyond a
25 BA +18 require that one half (1/2) of said credits must be graduate
26 credits unless accepted for district curricular needs by the
27 superintendent.

1 E. B+72 — A transcript submitted showing a Bachelor's degree conferred
2 plus 72 credits earned after the Bachelor's degree has been conferred.
3 All credits earned for salary placement and/or advancement beyond a
4 BA +18 require that one half (1/2) of said credits must be graduate
5 credits unless accepted for district curricular needs by the
6 superintendent.

7 F. Credits applicable towards advancement on the salary schedule must be
8 directed toward improvement of instruction and approved by the
9 superintendent. Credits applicable toward initial placement will be
10 directly related to a teacher's assignment as determined by the
11 superintendent. All credits earned for salary placement and/or
12 advancement beyond a BA +18 require that one half (1/2) of said
13 credits must be graduate credits unless accepted for district curricular
14 needs by the superintendent. Any subsequent change in this initial
15 assignment will enable a teacher to request a reconsideration of credits
16 previously earned.

17 All credits previously accepted for salary placement and/or
18 advancement would continue to be honored.

19 G. Subject to the provisions of F above, a teacher may advance from one
20 vertical column to another effective at the start of the school year if
21 he/she files a notice of additional educational credit with the
22 superintendent within thirty (30) calendar days of the start of the school
23 year and supports such notice with a transcript within ninety (90)
24 calendar days of the start of the school year.

25 H. A teacher who earns certification by the National Board for
Professional Teaching Standards in an area that the Superintendent
determines to be relevant to the teacher's current teaching assignment
or who earns a Master's degree, or who earns both, shall be eligible to
receive a salary that is \$2,000 more than the salary that a teacher
without the certification or degree would earn at the teacher's current
placement on the salary schedule.

1 To receive the increased salary, the teacher must file a notice of receipt
2 of certification or receipt of degree within thirty (30) calendar days of
3 the start of the school year and support the notice with documentation
4 of the certification, or a transcript showing the degree conferred, within
ninety (90) calendar days of the start of the school year.

5 Section 3 Experience Credit

6 A. Teachers may be given full credit on the salary schedule for previous
7 certifiable teaching experience within the United States, up to eight (8)
8 years. At the discretion of the superintendent, experience in foreign
9 schools will be considered the same as experience in other states. If the
10 provisions of AS 14.20.220 are reinstated, or any other Alaska law is
11 adopted restricting the number of years of experience that may be
12 awarded for salary schedule placement, the experience limits specified
13 in this section shall be reduced to the extent necessary to comply with
the law. Employees hired prior to the effective date of such a restriction
shall retain the credit awarded for their experience to the full extent
permitted by law.

14 B. The WSB agrees to hire only properly certified teachers as directed
15 under Department of Education Regulations and Alaska Statutes.
16 Teachers other than those with an Initial or Professional Certificate will
17 be evaluated using the most appropriate evaluation tool for the position
as determined by the District which tool may be the same as used for
other certified teachers.

18 Section 4 Contract Extensions

19 Compensation for contract extensions beyond one hundred eighty-nine (189) days,
20 or hours beyond the workday for instructional duties shall be calculated at the
21 teacher's per diem rate.

22 Compensation for contract extensions beyond one hundred eighty-nine (189) days,
23 or hours beyond the work day for non-instructional duties agreed to by the teacher
24 and administrator shall be calculated at the beginning teacher's per diem rate.

1 Section 5 Method of Payment

2 All teachers shall be paid via electronic direct deposit. A teacher will receive
3 his/her salary in twelve (12) equal installments. This will be paid on the twenty-
4 fifth (25th) day of each month. In the case of the twenty-fifth (25th) falling on a
5 holiday, vacation day, or weekend, payment will be made on the last workday
6 preceding such event. The June, July, and August paychecks will be paid to the
7 teacher on the final day of the teacher's regular contract. If a teacher experiences a
8 "separation from service," as that term is defined in section 1.409A-1(h) of the
9 Treasury regulations, before the end of the contract period, any amount the teacher
10 has actually earned but has not yet been paid will be included in the teacher's final
11 paycheck.

9 Section 6 Payroll Deductions

10 Upon appropriate written authorization as specified by the WSB, from any teacher,
11 the WSB shall deduct from the salary of that person and make appropriate
12 remittance for tax-sheltered annuities, credit union, or any other plan or program
13 jointly approved by the WSB and employee.

14 Section 7 Salary Advances

- 15 A. Upon application of a teacher, advances may be made on his/her salary
16 in an amount to be determined by the superintendent. Salary advances
17 shall be deducted from the teacher's next regular paycheck.
- 18 B. In cases decided by the superintendent, a teacher may apply for earned
19 summer pay prior to the end of each school year. This advanced salary
20 shall be deducted from the teacher's summer pay. Application for these
21 funds may only be made after January 1st in compliance with IRS
22 regulations concerning deferred taxes.
- 23 C. The combined total number of salary advances during any school year
24 will not exceed three (3).

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2 Section 8 Extra Curricular Pay

- 3 A. The WSB shall annually review the extra-curricular program, including
4 the activities listed in Appendix A, and determine which activities shall
5 be included for compensation. The WSB shall also annually review the
6 extent to which the District shall engage in each of the identified
7 activities.
8 B. Extra-curricular assignments approved by the Board shall be made with
9 the consent of the teacher.
10 C. Payment for extra-curricular activities will be made as per Appendix A.
11 Any activities or club not listed on Appendix A will be paid at a rate
12 agreed upon by the District and WTA.

11 Section 9 Reimbursable Education Fees

12
13 After passing a Praxis II Subject Assessment Specialty Test, a teacher may present
14 documentation and receipts for reimbursement of the costs for the study guides,
15 registration fees, and test fee for Praxis II Subject Assessment Specialty Test.

15 Section 10 Zero Hour Contracts

16 When a teacher is scheduled to teach a zero-hour class, the teacher shall receive the
17 contract addendum within the first ten workdays of the beginning of the school
18 year or, if the zero hour class is added after the beginning of the school year,
19 within ten days of Board approval of the addition of the zero hour class. If the
20 zero-hour class is cancelled for any reason, the teacher shall be paid pro-rata
21 through the date of cancellation.
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24
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ARTICLE 9 MEDICAL POLICIES

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Section 1 Health Insurance

4 Wrangell Public Schools will maintain and offer a sound and fiscally responsible
5 health insurance plan. The cost of this plan will be paid by WPS, as provided
6 below and the plan will provide for a \$1000 individual/\$3000 family deductible.

7 No employee covered by this CBA shall receive health insurance from more than
8 one District policy (no double coverage). Further, employees who choose not to be
9 covered by the District health plan must sign a statement attesting that he/she is
10 covered by other health insurance. Employees who choose not to be covered by the
11 District health plan shall not be required to contribute to the cost of health
12 premiums. A teacher who is not covered by the District health plan (either due to
13 the prohibition on double coverage or the teacher's election), shall be paid \$300
14 per month while employed and not covered by the District health plan.

15 WPS shall also offer a plan with a \$3000/\$6000 deductible. Teachers who choose
16 to enroll in this plan shall not be required to pay any portion of the premium (as set
17 out below) from the time of enrollment through June 30, 2024 (a "Premium
18 Holiday") provided the teacher continues to be enrolled in the \$3000/\$6000 plan.

19 WPS and WTA share the cost of the premium. WPS shall pay ninety-four percent
20 (94%) and the WTA shall pay six percent (6%). WTA's share will be equally
21 divided among teachers.

22 If health insurance benefits or costs significantly change, WPS and WTA agree to
23 meet and explore options to modify the current contract. WPS will notify WTA of
24 changes to health care costs.

25

Section 2 Physical Exam

26 The District shall demonstrate a need prior to requiring a teacher to complete a
27 medical examination and any such District required examination shall be paid by
28 the District if not covered by insurance.

1 Section 3 Life Insurance

2 The WSB will provide each teacher with at least a \$50,000 life insurance policy at
3 no cost to full-time teachers.

4
5 **ARTICLE 10 LEAVES**

6 Section 1 Paid Leave

7 A. General Provisions

8
9 A teacher on a paid leave will continue to accrue tenure service, leaves,
10 retirement service, and other benefits, including seniority, for the
11 duration of the leave. All leaves will be prorated for teachers contracted
for less than a full year.

12 B. Sick Leave

13 1. All full-time teachers will be credited 12 days sick leave at the
14 beginning of the school year. Sick leave will be cumulative
15 without limit and accrues at the rate of one and one-third (1-1/3)
16 days per school month with the last day of each month, the major
17 portion of which the teacher has served, considered the sick leave
18 accumulative date. If a teacher is on an extended contract, he/she
19 shall be credited one and one-third (1-1/3) additional days of leave
20 upon the completion of 15 days of additional service or its hourly
21 equivalent within any given month. If an employee takes Leave
Without Pay (LWOP) or otherwise leaves the employment of the
Wrangell Public School District prior to the end of the school year,
then the appropriate fractional amount of leave will then be
deducted from their final paycheck.

22 The teacher may use all or any portion of his/her sick leave for
23 personal illness or disability, or for illness or disability in his /her
24 immediate family.

1 After three (3) consecutive days of absence, employees must
2 complete the district family and medical leave form. Upon further
3 absence, a note from a health care provider may be required.

4 2. Sick Leave Account: Any employee who has exhausted all
5 accumulated leave is eligible to set up a sick leave account when
6 she/he or an immediate family member in the same household has
7 a serious physical or emotional illness, which results in a
8 prolonged absence of at least five (5) days. Sick leave accounts
9 will be set up and administered by a W.T.A. officer in the eligible
10 party's name with the district. Certified employees may donate up
11 to two (2) days per quarter or eight (8) days per year to the sick
12 leave account. When immediate family members are certified
13 employees, a certified immediate family member may transfer up
14 to twenty-four (24) days sick leave per year to the immediate
15 family member's account. However, the employee on leave may
16 not receive more than twice the number of days the teacher has
17 accumulated before the first day of any school year, or twenty-four
18 (24) day, whichever is greater. In a case of severe illness or
19 extreme hardship, the board may permit a teacher to draw more
20 leave. AS 14.14.105.

21 3. The district shall abide by state law regarding sick leave transfer.

22 4. A false statement by a teacher regarding sick leave shall be
23 sufficient grounds for cancellation of their contract.

24 C. Bereavement Leave

25 1. Death in the immediate family entitles the teacher to five (5) days
of paid leave, except that if the circumstances of death in the
immediate family require travel outside the state, the teacher may
use up to ten (10) days of paid leave. This bereavement leave may
be extended by the superintendent upon request by the teacher.

2. Upon the death of an in-law, grandparent or grandchild, aunt or
uncle, a teacher will be granted up to three (3) days of paid leave
provided the teacher agrees to pay his/her substitute.

1 The addition of seven (7) sick leave days may be taken for
2 bereavement under this section (D-2) with the permission of the
3 superintendent.

- 4 3. The superintendent may grant bereavement leave to attend the
5 local funeral of a friend or relative.

6 D. Association Leave

- 7 1. At the beginning of every school year, the WTA shall be provided
8 with twenty (20) days of leave, of which ten (10) will be paid leave
9 and ten (10) will be paid at the teacher's per diem minus the non-
10 certified substitute's pay which will be paid by the association, to
11 be used by teachers who are officers or members of the WTA; such
12 use to be at the discretion of the WTA.

- 13 2. Association members will be required to give their building
14 administrator three (3) day advance notice of any absence due to
15 association leave.

- 16 3. The WTA President may, with the building administrator's
17 approval, use non-instructional time for conducting association
18 business. Although normally not to exceed 180 hours per year,
19 exceptional cases for other time may be arranged by agreement
20 between the President and his/her building administrator.

21 F. Family Leave

22 The WSB recognizes the Family and Medical Leave Act and and the
23 Alaska Family Leave Act and will comply with these statutes as and to
24 the extent applicable to eligible district teachers.
25

1
2 G. Personal Leave

- 3 1. Each teacher shall be entitled to eight (8) days personal leave at his
4 or her per diem rate minus the district's rate of pay for a non-
5 certificated substitute teacher.
- 6 2. Written notice of intention to take leave is required.
- 7 3. Once submitted a teacher's leave request shall be
8 approved/disapproved within no more than ten (10) working days.
9 Teachers shall contact the superintendent/designee if the request
10 has not been responded to within the ten (10) day period.
- 11 4. No more than four (4) teachers or ten percent (10%) of the total
12 teachers in the district (whichever is higher) may be granted
13 personal leave on any given day. The only exception is when there
14 is an ASAA Regional Tournament or Regional Event (not the
15 weekly Region V competitions), then five (5) teachers or 10%
16 (whichever is higher) may be granted personal leave.
- 17 5. A teacher may carry over up to two (2) days unused personal leave
18 from one year to the next. Any unused personal leave in excess of
19 ten (10) days will be lost.
- 20 6. Personal leave may not be taken during the first and last weeks of
21 school, district inservice days, training and collaboration, and
22 scheduled parent-teacher conferences, unless approved by the
23 administration.

24 H. Emergency Leave

25 Emergency leave may be granted to the teacher at his/her per diem rate
minus non-certified substitute's pay in the case of:

1. Commercial transportation delays due to weather; when the traveler returns, they may be required to submit a written statement that they had taken no “bumps” and had taken the first available scheduled commercial transportation.
2. Childbearing after sick leave is exhausted (see B above).
3. Other situations at the discretion of the superintendent. If a teacher requests in writing an explanation for the denial of a request for emergency leave, then the reason for the denial shall be provided to the teacher in writing.

I. Professional Leave

1. Teachers may upon application to and approval by the superintendent be excused for professional purposes without loss of pay. Professional leave is granted for a purpose that will promote and benefit the District.
2. Professional leave may be granted to teachers desiring to attend state or regional teachers' conventions.
3. If a teacher requests in writing an explanation for the denial of a request for professional leave, then the reason for the denial shall be provided to the teacher in writing.
4. Teachers out of town on professional leave at the request of the WSB will be paid for necessary travel expenses and meal per diem at the rate established by the WSB, with the understanding that the WSB shall not provide duplicate reimbursement.

J. Legal Leave

Any teacher required to be absent from duty pursuant to an order of any court of competent jurisdiction, either as a witness or juror, shall receive regular salary for such service provided the teacher is not a party to an action against the District.

1 If the teacher is involved in an action on the behalf of the district, the
2 teacher will receive his/her regular salary. If the teacher is involved as a
3 defendant or litigant in any other situation, he/she will not qualify for
4 Legal Leave. Any witness or jury duty compensation will be
reimbursed to the WSB.

5 Section 2 Unpaid Leaves

6 A. A teacher's authorized leave without pay will not constitute a break in
7 service with respect to his/her tenure, leave accrual, retirement service,
8 or other accrued and/or accumulated benefits, including seniority.
9 These accrued and/or accumulated benefits will be maintained at their
10 pre-leave levels until the teacher returns from his/her leave, at which
11 time they will be fully restored. Upon a teacher's return from his/her
12 leave he/she will be reassigned to the position he/she held at the start of
his/her leave, subject to the provisions of Article 13 (Personnel
Changes). Terms of the leave shall be in writing prior to beginning
leave.

13 B. A leave of absence without pay for up to one (1) year (except for two
14 (2) years for Peace Corps or VISTA participation) may be granted to
15 any tenured teacher upon application and WSB approval, for the
purpose of participating in:

- 16 1. Studies in an accredited college or university reasonably related to
17 his/her professional responsibilities;
- 18 2. Exchange teaching programs in other territories or countries;
- 19 3. Foreign or military teaching programs;
- 20 4. The Peace Corps or VISTA as a full time participant;
- 21 5. A cultural travel or work program related to his/her professional
22 responsibilities;
- 23 6. Fulfilling the duties of an elected or appointed governmental
24 office; or

1
2 7. Other personal reasons.

3 The final application date for a leave of absence without pay is March
4 1st.

5 Not more than two (2) teachers shall be granted leaves of absence each
6 school year.

7 A teacher granted a leave of absence must state in writing to the
8 superintendent prior to March 1 of the leave year his/her intent to return
9 to the district for the following school year. Failure to do so will be
interpreted as a resignation.

10 All teachers granted a leave of absence would be entitled to all rights in
11 section A.S. 14.20.345.

12
13 **ARTICLE 11 WORKING CONDITIONS**

14 Section 1 New Teacher Assistance

15 The administration shall provide new teachers' names, addresses and, with
16 employee consent, contact information (personal email and/or phone number) to
the WTA to enable WTA to be of assistance.

17
18 Section 2 Professional Staffing

19 Each teacher will be informed of his/her duties by a job description. Any teacher
20 working with an aide will receive a copy of the aide's job description.

21 Section 3 Curriculum Development

22 Teacher opinions and comments about possible changes in curriculum will be
23 welcomed by the WSB. The administration will inform teachers of impending
24 changes. Teachers will continue to have the right to propose and recommend new
programs or curriculum changes to the WSB.

1
2 Section 4 Staff Development

3 The WTA may investigate and recommend to the superintendent plans for release
4 time for in-service training, workshops, and/or curriculum development sessions.

5 Section 5 Academic Freedom

6 The WTA and WSB agree that all teachers will be given academic freedom in their
7 instruction provided such freedom is exercised in a manner consistent with the
8 WSB's curriculum, Alaska Standards, and Code of Ethics of the Alaska
9 Professional Teaching Practices Commission.

10 **ARTICLE 12 PERSONNEL FILES**

11 Section 1 Official File

12 The WSB shall maintain, for official purposes, a single personnel file for each
13 teacher. This file shall be kept in the superintendent's office for safekeeping and
14 shall contain copies of personnel forms, official correspondence to and/or from the
15 teacher, written evaluations and other items dealing with employment. Any pre-
16 employment material in the District's possession will be contained in the official
17 file and available for review. Anonymous material shall not be placed in the
18 teacher's personnel file. Teachers will be informed immediately of any information
19 placed in this file through hard copy or email which will be noted as "cc: personnel
20 file."

21 Employee Files and documents pertaining specifically to finance, payroll and other
22 files and documents covered by federal privacy and security law, including the
23 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF
24 1996 (HIPAA), will be kept elsewhere.
25

1
2 Section 2 Review Rights

3 The teacher and/or his/her designee shall have the right to examine his/her file in
4 the presence of the file's custodian, or that individual's designee, during the normal
5 business hours of the office in which the file is kept. Upon request, a teacher may
6 obtain copies of any material in the personnel file other than that gathered prior to
7 the teacher's initial hiring by the WSB.

8 Section 3 Teacher Comments

9 Certificated staff members are encouraged to periodically review their file and to
10 make timely comments about, or in response to, material placed in the file. It is the
11 right of each teacher to update his/her own personnel file.

12 Section 4 Complaints

13 Before the record of any written complaint by a parent or by a student is placed in
14 the teacher's personnel file, the Superintendent or designee shall conduct an
15 investigation as deemed appropriate on the validity of the complaint. Prior to or
16 after placing the complaint in the file, the Superintendent or designee may provide
17 corrective discipline (which would also be placed in the file). If a record of
18 complaint is placed in a teacher's personnel file, the teacher shall be afforded an
19 opportunity to reply to the same and afforded the opportunity to make a written
20 statement or defense or explanation to be attached thereto.

21 Section 5 Working File

22 Building administrators may keep a single working file in their office regarding
23 information collected for teacher evaluation. Anonymous material shall not be
24 placed in the teacher's working file. Teachers will be informed of any information
25 placed in this working file through hard copy or email, which will be noted as "cc:
working file." The teacher and the administrator will review the working file
contents during the formal evaluation meeting. At that meeting, the teacher and
administrator will purge the contents of the working file. Teachers can request a
review of the working file with the administrator at the convenience of both during
the school year.

1
2 Section 6 Duplication Costs

3 Copies of documents furnished a teacher from his/her file will be made at actual
4 District cost to the teacher. If the document can be provided electronically, there
5 will be no cost to the teacher.

6 **ARTICLE 13 PERSONNEL CHANGES**

7 Section 1

8
9 For purposes of this Article, a working day is defined as a day in which the District
10 Office is officially open provided that between school years (summer months) a
11 working day is defined to be Monday through Friday.

12 Section 2 Posting

13 Teaching vacancies will be posted and given to the WTA President as they arise.
14 No vacancy will be filled earlier than five (5) working days after it has been posted
15 or otherwise advertised as vacant.

16 Information on file in the central office concerning teachers' preferences will be
17 given consideration in filling the positions.

18 Section 3 Hiring Consideration

19 District teachers will be given first consideration when applying for teaching
20 positions for which they are equally qualified as other applicants.

21 Section 4 First Consideration Criteria

22 Among teachers employed by the District, first consideration shall be granted
23 teachers in filling teaching vacancies on the basis of an applicant's experience,
24 qualifications, length of service and Equal Employment Opportunity requirements.

1 The applicant's most recent Wrangell Public Schools' evaluation must reflect a
2 proficient (3) overall rating, not be on a plan of improvement and have no pending
3 discipline issues. Consideration will be given in the following order: tenured
4 teachers and then non-tenured teachers. If there are two or more in-house
5 applicants, a hiring committee will be formed in accordance with board policy. If
6 there are no transfer requests, the new hire procedure will be followed.

7 Section 5 Transfer Procedures

8 In order for a request to be considered, a teacher will submit a letter of interest
9 stating the grade or subject preferred and outline his/her qualifications for the
10 requested assignment. The letter of interest should be completed for any position,
11 whether an opening is anticipated or not, and sent to the superintendent's office as
12 soon as possible, but not later than two (2) working days after the posting.

13 In the case of transferring into a specific vacancy, the teacher will develop a
14 transition plan with the building administrator(s). The building administrator(s)
15 must sign the transition plan, indicating their approval. In the case that the
16 administrator(s) does not sign the transition plan, he/she must provide written
17 justification for the denial. If the teacher is not satisfied with this outcome, he/she
18 has three working days to file a written complaint with the Superintendent.

19 The requesting teacher(s) will be notified in writing within five (5) working days
20 of the date the position is filled whether his/her request was granted or denied.

21 If a currently employed teacher is transferred into a position, the posting and notice
22 requirements for filling subsequent openings caused by the transfer are waived
23 provided that any teacher who has so requested in writing will have at least two (2)
24 days notice of any subsequent vacancy. Proof of such notice will be documented.

25 During the Alaska Job Fair since hiring timelines are greatly compressed, the
posting and notice requirements are waived, and the superintendent or designee
may choose to directly contact the interested teacher in person by phone. If contact
isn't made, the superintendent or designee will contact the WTA president or their
designee by phone.

1 Section 6 School-Year Vacancies

2 Vacancies occurring during the school year are to be posted as soon as reasonably
3 possible after occurrence. Current teachers may be chosen to fill a mid-year
4 vacancy. If they are chosen, the teacher shall develop a transition plan with the
5 building principal.

6 Section 7 Involuntary Transfers

7 Some involuntary transfers may be unavoidable. The driving principle behind
8 involuntary transfer of teachers is the well-being of the students. Involuntary
9 transfers during normal staffing will be approved by the WSB. The teacher and the
10 WSB will be informed and consulted regarding the involuntary transfer as soon as
11 possible. In lieu of an involuntary transfer, the employee may resign within 3
12 working days of written notice of involuntary transfer in which case the resignation
13 will not constitute a breach of contract and the District will not submit the teachers
14 name to the Professional Teaching Practices Commission for breach of contract.

15 Section 8 Notice of Assignment

16 A teacher will be informed of his/her teaching assignment for the following school
17 year prior to summer recess. If an emergency makes necessary a transfer decision
18 during the summer recess, the personnel affected will be notified and consulted.

19 **ARTICLE 14 EVALUATION**

20 Section 1 Teacher evaluation

21 All teachers will be evaluated according to Alaska Statute 14.20.149 and
22 Department of Education regulations pertaining to teacher evaluations. In addition:

- 23 A. Tenured teachers will be evaluated once per year prior to April 1. Non-
24 tenured teachers will be observed at least once for the purposes of
25 evaluation prior to December 15.

1 After the observation, a meeting will be held with the teacher and the
2 observation results will be shared in a written report. Non-tenured
3 teachers' evaluations will be completed prior to May 1.

4 B. Evaluations should be conducted by the teacher's supervising
5 administrator, or by mutual agreement between the teacher and the
6 supervisor, another District administrator. Non-tenured and tenured
7 teachers will complete a self-evaluation prior to their evaluation. The
8 teacher evaluation must be signed by the administrator or the evaluator
9 if other than the administrator, and by the teacher acknowledging that a
10 post-evaluation conference was held and that the teacher is aware of the
11 contents of the evaluation.

12 C. A person may not conduct an evaluation under this section unless the
13 person holds a type B certificate or is a site supervisor/administrator
14 under the supervision of a person with a type B certificate, is employed
15 by WPS as a supervisor and has completed training in the use of WPS'
16 teacher evaluation system.

17 D. The superintendent will consider input from a variety of sources (i.e.
18 faculty, site advisory committees, etc.) when making changes to the
19 teaching evaluation document. Teachers will be informed of any
20 changes in the teaching evaluation document or procedures and then
21 changes will be included in teacher evaluation training.

22 E. Post evaluation conferences between the teacher and his/her evaluator
23 will be held within five working days following completion of
24 evaluation observations. Any meeting involving evaluation may include
25 advocates from either side.

F. All monitoring or observation of the professional performance of a
teacher for purposes of evaluation shall be conducted openly and with
full knowledge of the teacher. It should be clear to all that monitoring
or observation of the professional performance is done all year long by
the supervisor.

1 G. The teacher evaluation will be considered confidential between the
2 teacher, the teacher's designee, the administrator, the superintendent,
3 and the Board except as allowed by statute or regulation.

4 H. Should a tenured teacher's evaluation reveal significant deficiencies in
5 the District performance standards, the evaluator will inform the teacher
6 in writing of the teacher's specific deficiencies and develop, in
7 consultation with the teacher, a written plan for improvement for the
8 specific deficiencies. The plan of improvement will include clear and
9 specific performance expectations for the teacher, including how the
10 specific expectations will be evaluated. The plan for improvement will
11 also include suggested ways for improving the teacher's performance.
12 The plan of improvement will extend for a time frame of not less than
13 90 workdays or more than 180 workdays unless a shorter period of time
14 is mutually agreed upon in writing by the teacher and evaluator.

15 I. During the set time of the plan of improvement, the evaluator will
16 observe the tenured teacher twice a month. Conferences will be held
17 twice a month or by mutual consent, may be reduced to a minimum of
18 two (2) total. On each occasion the evaluator must meet with the
19 teacher in a post-evaluation conference within 5 working days or a
20 written mutually agreed upon extension of time after the final
21 observation. The evaluation must be signed by the evaluator and by the
22 teacher acknowledging that a post-evaluation conference was held and
23 that the teacher is aware of the contents of the evaluation.

24 Section 2 Retention/Non-retention/Dismissal

25 A. If a teacher's performance meets district standards at the conclusion of a
plan, the teacher may be retained.

B. If a tenured teacher's performance still fails to meet district standards at
the conclusion of a plan, the teacher may be non-retained under Alaska
Department of Education Regulations and Alaska Statutes (AS
14.20.175). A list of deficiencies of performance standards shall be
included with the notice of non-retention.

- 1 C. Teachers who have been dismissed may seek review of that decision
2 through the procedures specified in Alaska Department of Education
3 Regulations and Alaska Statutes (AS 14.20.180).

4 **ARTICLE 15 DISCIPLINE**

5 No teacher will be formally disciplined in an arbitrary or capricious manner. All
6 formal discipline shall be in writing (verbal warnings may but are not required to
7 be documented).

8 **ARTICLE 16 LAYOFF AND RECALL**

9
10 Tenured teacher contracts will be offered annually by March 21; non-tenured
11 teacher contracts will be offered annually by May 1.

12 In the case of District changes in student enrollment or other conditions that
13 demand a reduction in personnel, Alaska Statute 14.20.177 and the following
14 procedures shall prevail.

15 Section 1 Layoff of Tenured Teachers

- 16 A. Before any official action is taken on the reduction of staff the Board
17 will discuss the necessary layoff with the executive committee of the
18 WTA. The WTA will have a five (5) day written notification of the
19 proposed date of discussion.
- 20 B. After consideration of the information developed in discussion, the
21 Board shall adopt a lay off plan. The plan must identify academic and
22 other programs that the district intends to maintain in implementing the
23 layoff plan. The plan must also include procedures for layoff and recall
24 of tenured teachers consistent with Alaska Statutes (AS 14.20.177). The
25 District may place a tenured teacher on layoff status only after the
district has given notice of non-retention to all non-tenured, non-
certified or emergency certified teachers.

1 However, if there is no tenured teacher in the district who is qualified
2 (see definitions) to replace a non-tenured teacher, the district may retain
3 the non-tenured teacher and place the tenured teacher on layoff status.
4 The district shall comply with the notice requirements set out in Alaska
5 Statutes (AS 14.20.140) in placing a tenured or non-tenured teacher on
6 layoff status. The District will review the qualifications and seniority of
7 teachers who may be affected by layoff and construct a staffing
8 proposal which will be reviewed by the WTA executive committee. The
9 WTA will have five (5) working days to respond to the proposal.

- 10 C. If it is necessary to lay off tenured teachers, they will be laid off in
11 reverse order of seniority (last hired, first laid off) within the program
12 or program components of Subsection B above. Any tenured teacher
13 whose position has been eliminated due to necessary staff reductions
14 shall be offered a transfer within the District if the teacher is qualified.
15 If the teacher is qualified for more than one position, he/she will be
16 assigned the position occupied by the least senior teacher. If more than
17 one teacher has the same seniority, preference shall be granted on the
18 basis of qualifications for a position.

19 Staff on leave will be treated for the purpose of layoff with the same
20 consideration and regard to seniority rights as if presently teaching.
21 Notice shall be given to them at the same time as other teachers about
22 possible layoff.

23 Section 2 Recall

- 24 A. Teachers who are laid off shall be recalled in reverse order of layoff,
25 provided they are qualified.
- 26 B. Recall will be initiated immediately upon the existence of a vacancy in
27 the District as determined by the WSB.
- 28 C. No teacher will lose his/her recall rights if he/she secures other
29 employment during the layoff.

1 D. Any teacher re-employed by recall shall be given the tenure held at the
2 time of layoff and placed appropriately upon the salary schedule. Other
3 benefits will be those benefits in force at the time of recall. A teacher on
4 layoff status is not entitled to be re-employed under Alaska Statute
5 (AS14.20.145) and does not accrue leave. However, layoff status does
6 not constitute a break in service for retaining tenure rights and accrued
7 sick leave.

8 E. Any teacher laid off shall be accorded the following recall rights:

- 9 1. Teachers who wish to be considered for recall shall so advise the
10 superintendent in writing at the time of layoff and shall provide the
11 superintendent with an address and telephone number through
12 which they can be contacted. It is the teacher's obligation to keep
13 this information current. For a period of three years after layoff, a
14 teacher is on layoff status and is entitled to a hiring preference in
15 the district. This preference applies only to vacant teaching
16 positions for which the teacher is qualified. If a teacher is offered a
17 teaching position and declines the offer, the teacher is no longer
18 considered to be on layoff status and is no longer entitled to a
19 hiring preference under this section unless the teacher declines the
20 offer because the teacher is contractually obligated to provide
21 professional services to another private or public educational
22 program. The district shall contact all such teachers with recall
23 rights.
- 24 2. The WSB shall annually provide the WTA with a current list of
25 those who have recall rights.
3. Teachers on District-approved long-term unpaid leave, laid off
teachers, or teachers who terminate their employment may elect to
pay the full cost of the health plan in effect in accordance with the
provision of the "Consolidated Omnibus Budget Reconsolidation
Act of 1986." All arrangements for such continued coverage must
be made with the appropriate WPS health plan representative, or
designee in coordination with the District's Benefits Department.

1 Section 3 Statutory Grievance Procedure

2 Statutory Grievance Procedure for Non-retention of both tenured and non-tenured
3 teachers will follow Alaska Statute (AS 14.20.180; AS 14.20.175).

4 Sec. 14.20.180. Procedures upon notice of dismissal or nonretention

5
6 (a) Before a teacher is dismissed, the employer shall give the teacher written
7 notice of the proposed dismissal and a pre-termination hearing. A pre-
8 termination hearing under this section must comport with the minimum
9 requirements of due process, including an explanation of the employer's
10 evidence and basis for the proposed dismissal and an opportunity for the
11 teacher to respond. If, following a pre-termination hearing, an employer
12 determines that dismissal is appropriate, the employer shall provide written
13 notice, including a statement of cause and a complete bill of particulars, of
14 the decision. The dismissal is effective when the notice is delivered to the
15 teacher.

16 (b) An employer that has decided to non-retain a tenured teacher shall provide
17 the teacher with written notice, including a statement of cause and a
18 complete bill of particulars. The notice must comply with AS 14.20.140(a).

19 (c) Within 15 days after receipt of a decision of dismissal under (a) of this
20 section or non-retention under (b) of this section, a teacher may notify the
21 employer in writing that the teacher is requesting a hearing before the school
22 board under (d) of this section or that the teacher is invoking the grievance
23 procedures under (e) of this section.

24 (d) Upon receipt of a request for a hearing, the employer shall immediately
25 schedule a hearing and notify the teacher in writing of the date, time, and
place of the hearing. The teacher may elect to have either a public or a
private hearing, and to have the hearing under oath or affirmation. The
parties have a right to be represented by counsel and to cross-examine
witnesses. The teacher has the right to subpoena a person who has made
statements that are used as a basis for the employer's decision to dismiss or
non-retain. A written transcript, tape, or similar recording of the proceedings
shall be kept.

1 A copy of the recording shall be furnished to the teacher, for cost, upon
2 request of the teacher. A decision of the school board requires a majority
3 vote of the membership, by roll call. The board's decision shall be in writing
4 and must contain specific findings of fact and conclusions of law. A copy of
5 the decision shall be furnished to the teacher within 10 days after the date of
6 the decision. If the school board sustains the dismissal or non-retention, the
7 teacher may appeal the decision to the superior court for judicial review
8 based on the administrative record.

9 (e) Upon receipt of a notice invoking the grievance procedures, the school
10 board shall immediately schedule an informal hearing and notify the teacher
11 in writing of the date, time, and place of the hearing. The hearing is for the
12 purpose of reviewing the statement of cause and bill of particulars and not
13 for the purpose of taking evidence. The teacher may choose whether the
14 informal hearing is held in public or in private. A decision of the school
15 board requires a majority vote of the membership, by roll call. The board's
16 decision shall be in writing. The board shall promptly furnish a copy of the
17 decision to the teacher. If the board sustains the dismissal or non-retention,
18 the teacher may, within 15 days after receipt of the decision, give written
19 notice to the school board and submit the matter to arbitration under the
20 rules of the American Arbitration Association. The decision of the arbitrator
21 is final and binding on the school board, the teacher, and the bargaining
22 organization representing the teacher, if any. If the school board and the
23 teacher agree, they may waive the informal hearing under this subsection
24 and submit the matter directly to arbitration.

25 **ARTICLE 17 GENERAL GRIEVANCE PROCEDURE**

Section 1 General

26 A. A grievance shall be defined as a claim by a grievant that there has been
27 a violation, misinterpretation, or misapplication of the terms of this
28 Agreement.

29 B. A grievant is a teacher, teachers or the WTA making the complaint.

1 C. Prior to the filing of a formal grievance, it is expected that all parties to
2 a disagreement will attempt to resolve such problems at the lowest
3 possible level through free and informal confidential communication.

4 D. A formal grievance must be initiated within twenty (20) days after the
5 grievant knew or should have known of the act or condition upon which
6 the grievance is based. Failure of the grievant to comply with this or
7 any other time limit specified herein shall operate as a waiver of the
8 grievance. Failure of the WSB to comply with this or any time limit
9 specified herein shall mean that the relief sought shall be granted.

10 However, the time limits specified in this Article may be extended by
11 written mutual agreement.

12 E. All formal grievances shall be presented in writing and shall include:
13 1) a citation of the alleged violation,
14 2) a statement of facts,
15 3) the date of occurrence, and
16 4) the specific relief sought.

17 F. No reprisal will be taken by either party as a result of any testimony or
18 participation in a grievance.

19 G. The grievant must begin the grievance procedure at the lowest level that
20 has the authority to resolve the issue.

21 H. No documents, communications, or records pertaining to the processing
22 of a grievance hereunder shall be filed in the personnel file of any of the
23 participants.

24 I. The teacher shall have the right to be represented at all stages of the
25 grievance procedure, including the informal level, by a representative(s)
of his/her choice and in the event that a grievance meeting or hearing is
scheduled during the school day, the teacher and his/her
representative(s) shall be released without loss of pay for the duration
of the hearing.

1 J. Either party may call and present witnesses, documents and arguments
2 at any level of the proceeding. However, any new evidence or material
3 introduced after Level 3 must be presented to the other party at least
4 five (5) days in advance.

5 K. The WTA shall be informed of all grievances, hearings, and decisions
6 beyond the informal level, and have the right to have a representative
7 present at all such hearings.

8 Section 2 Procedure

9 A. Level 1

10 A formal grievance shall be initiated by the grievant or his/her
11 representative(s) submitting a written statement of grievance to his/her
12 administrator within the timelines in D above. The administrator shall
13 discuss the grievance with the grievant within five (5) days of receipt of
14 the grievance and within five (5) days of such discussion provide the
15 grievant with a written disposition of the grievance.

16 B. Level 2

17 If the disposition at Level 1 is not acceptable to the grievant, the
18 grievance may be submitted to the superintendent or his/her designee
19 within five (5) days of the grievant's receipt of the disposition at Level
20 1. Within five (5) days of receipt of the grievance the superintendent or
21 his/her designee shall meet with the grievant to discuss the grievance
22 and, within five (5) days thereafter, shall provide the grievant with a
23 written disposition.

24 C. Level 3

25 If the disposition of the grievance at Level 2 is not acceptable to the
grievant, he/she may submit the grievance to the Board by submitting
the documents to the superintendent, addressed to the Board President,
within five (5) days after receipt of the superintendent's disposition at
Level 2.

1 The Board shall conduct a hearing to hear the grievant and all other
2 evidence and material within twenty (20) days of receipt of the
3 grievance. The grievant shall be notified at least eight (8) days prior to
4 the date of the hearing as to the time and place of the hearing. The
5 Board shall provide the grievant with a written disposition of the
6 grievance within ten (10) days of the conclusion of the hearing.

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D. Level 4

If the grievant is not satisfied with the disposition at Level 3 and the WTA grievance committee so authorizes in writing, the grievance may be submitted to arbitration to be conducted under the rules and jurisdiction of the American Arbitration Association (AAA). After receipt of the Board's written disposition, the WTA shall send a request for arbitration to the AAA with a copy to the WSB.

Within thirty (30) calendar days of the conclusion of the hearing, the arbitrator shall provide the parties with a written decision.

Each party shall bear its own expenses associated with the arbitration, except that costs of the arbitrator and the AAA, if any, shall be borne equally by the WTA and WSB.

ARTICLE 18 NEGOTIATIONS PROCEDURE

Section 1 Inaugurating Negotiations

Either party may initiate negotiations by written notice of intent to negotiate after October 1, but not later than November 30, of the contract expiration school year. Said notice shall be deemed to have been given when given in writing and delivered from the Board president to the WTA president, or from the WTA president to the Board president.

If using an interested based model, ground rules will be drafted between both parties during an initial meeting.

1 It is the intention of the WSB and WTA that, in view of the successful completion
2 of the previous Negotiated Agreements using interest-based bargaining, sections 2
3 – 4 under Negotiations Procedure may not apply. However, if either party so
4 chooses and informs the other in writing, sections 2 - 4 would apply to
5 Negotiations Procedures in full.

6 Individual articles of this contract may be opened upon mutual agreement of both
7 parties during the duration of the contract.

8 Section 2 Initial Meeting

9 Within twenty (20) days of the receipt of the written request to negotiate, the two
10 (2) parties shall meet at a mutually agreeable time and place. The party that
11 initiates negotiations shall submit its proposal to the other party during the first
12 negotiations meeting. The receiving party shall submit its proposal at the second
13 scheduled meeting; this meeting shall be within thirty (30) days of the parties' first
14 meeting. Articles not addressed in either party's initial proposals will not, absent
15 mutual agreement otherwise, be proposed after the third negotiations meeting.

16 Section 3 Negotiation Sessions

- 17 A. Negotiation sessions will be open to the public unless the parties
18 mutually agree otherwise in writing. All Board members and the WTA
19 president and vice-president may attend as observers.
- 20 B. Each negotiation team shall be limited to no more than five (5) persons.
- 21 C. In the course of each session, any tentatively agreed to items shall be
22 described, dated, and signed by the spokesperson from each team.
- 23 D. The time and place of all negotiation sessions shall be mutually agreed
24 to by both parties.
- 25 E. A team may caucus whenever it deems it necessary.

1 Section 4 Impasse

2 Upon declaration of impasse by either party, the impasse resolution procedures
3 specified in the Alaska Statutes will be utilized.

4 Section 5 Ratification

5 The WSB and WTA negotiation teams will promptly submit a tentative successor
6 Agreement to the Board and WTA for a ratification vote. When a majority vote by
7 the WTA reflects an affirmative vote and when a majority vote of the Board
8 reflects an affirmative vote, this Agreement shall be ratified. The absence of any
9 decision by either party within twenty-one (21) days shall be deemed an
affirmative vote by that party.

10 Upon request and without charge, the parties agree to provide one another with
11 information relevant to the fulfillment of their respective roles as employer or
12 bargaining agent. This provision does not require either party to research,
summarize, or analyze the information provided to the other team.

13 AS 23.40.235 states that before bargaining commences, the public must have
14 opportunity for comment on the issues to be addressed. This will occur when any
15 item is opened for negotiations. The state law also states that initial proposals, last
best offers, tentative agreements and final agreements are public documents.

16
17 **ARTICLE 19 PUBLICATION OF AGREEMENT**

18 Within thirty (30) days of signing this Agreement, the WSB shall provide the
19 WTA with an electronic copy of this Agreement.

20 **ARTICLE 20 DEFINITION OF TERMS**

21 Association or WTA -The Wrangell Teachers' Association, an affiliate of National
22 Education Association and NEA-Alaska.

23 Benefits - The privilege of participating in retirement programs, insurance
24 programs, and other programs mutually agreed upon.

1
2 Board – WSB or The Wrangell Public School Board

3 Day - The term "day" shall mean a day when school is in session, except as
4 otherwise specified in this Agreement.

5 Dismissal - Termination by the employer of the employee's services during the
6 time an individual teaching contract is in force.

7 District - The Wrangell Public School District

8 Elementary Grades - Kindergarten through Five for the workday only.

9 Graduate Credits – Course credits obtained from an accredited college or
10 university at 500-level or above.

11 Grievance Committee - A committee approved by the WTA to deal with grievance
12 claims.

13 Immediate Family - Persons having the relationship to the employee of husband,
14 wife, father, mother, son, daughter, brother, sister, or in-law equivalent, or the
15 same-sex equivalent of a spouse.

16 Impasse - A stalemate in the negotiation process, the parties cannot agree. One or
17 both parties notify the other of the intent to submit to mediation those items on
18 which there is no agreement.

19 Initial Employment - The employment of a teacher for the first time in the District
20 or the re-employment after an absence during which the teacher was not on leave
21 and did not retain tenure in the District.

22 Instruction and Instructional Duties - Instruction is the preparation for and act of
23 teaching students the approved curriculum of Wrangell Public Schools.

24 Non-retention - The determination by the employer not to employ a teacher for the
25 school year immediately following the expiration of the employee's current
26 contract.

1
2 Proper Step - The correct placement on the salary schedule, considering education
and experience.

3
4 Planning Period – Planning periods shall be for teacher classroom preparation,
school related activities, and conferences.

5
6 Qualifications -To determine qualifications, the following will be considered:
certification, major or minor degrees, endorsements, or three (3) years District
7 documented experience in an area at a minimum of four (4) hours per day
assignment.

8
9 Secondary - Grades Six through Twelve for the workday only.

10 Seniority- For certificated personnel seniority is the number of most recent
11 continuous teaching years or portions thereof within the District. If the total is
equal, then the earliest date of the first contract of continuous employment signed
12 by the teacher with the District determines seniority.

13 Teacher - Those persons who are required to obtain an Alaska Teaching certificate
14 as part of the qualifications for the position for which they are employed. The
superintendent, administrators, and substitutes working fewer than 20 days are
15 excluded from this definition.

APPENDIX A EXTRACURRICULAR PAY SCALE

1		
2	Art Festival Advisor	\$675
3	Band & Choir Director	\$3,060
4	Baseball, Head Coach	\$4,420
5	Baseball, Assistant Coach	\$2,210
6	Basketball, High School Head Coach	\$5,760
7	Basketball, High School Assistant Coach	\$2,880
8	Basketball, Middle School Head Coach	\$1,350
9	Basketball, Middle School Assistant Coach	\$675
10	Business Prof. of America (BPA) Advisor	\$675
11	Cheerleading Coach	\$3,060
12	Class Advisor, Freshmen	\$765
13	Class Advisor, Sophomore	\$765
14	Class Advisor, Junior	\$1,530
15	Class Advisor, Senior	\$1,530
16	Close-up Advisor	\$2,040
17	Cross Country Coach	\$3,060
18	Cross Country Assistant Coach	\$1530
19	Drama, Debate & Forensics (DDF) Advisor	\$2,040
20	Drama Director, Elementary	\$225
21	Drama Director, Middle School	\$675
22	Drama Director, High School	\$675
23	Family, Community & Career Lead. (FCCLA)	\$675
24	National Honor Society Advisor	\$326
25	Softball, Head Coach	\$4,420
	Softball, Assistant Coach	\$2,210
	Student Council Advisor, Elementary	\$675
	Student Council Advisor, Middle School	\$1,100
	Student Council Advisor, High School	\$1,350
	Swim Coach	\$4420
	Volleyball, High School Head Coach	\$4,760
	Volleyball, High School Assistant Coach	\$2,380
	Volleyball, Middle School Head Coach	\$1,350
	Volleyball, Middle School Assistant Coach	\$675
	Wrestling, High School Head Coach	\$4,080
	Wrestling, High School Assistant Coach	\$2,040
	Wrestling, Middle School Head Coach	\$1,350
	Wrestling, Middle School Assistant Coach	\$675
	Yearbook Advisor, Middle School	\$675
	Yearbook Advisor, High School	\$675

**APPENDIX B
Certified Salary Schedule**

Year 1-FY22

STEP	B	B+18	B+36*	B+54*	B+72*	Master's or NBC
	* Any hours beyond B+18 must be 50% graduate to count					additional
0	45450 1.00	47723 1.05	49995 1.10	52268 1.15	54540 1.20	2000
1	47723 1.05	49995 1.10	52268 1.15	54540 1.20	56813 1.25	2000
2	49995 1.10	52268 1.15	54540 1.20	56813 1.25	59085 1.30	2000
3	52268 1.15	54540 1.20	56813 1.25	59085 1.30	61358 1.35	2000
4	54540 1.20	56813 1.25	59085 1.20	61358 1.20	63630 1.20	2000
5	56813 1.25	59085 1.30	61358 1.35	63630 1.40	65903 1.45	2000
6	59085 1.30	61358 1.35	63630 1.40	65903 1.45	68175 1.50	2000
7	61358 1.35	63630 1.40	65903 1.45	68175 1.50	70448 1.55	2000
8	63630 1.40	65903 1.45	68175 1.50	70448 1.55	72720 1.60	2000
9	65903 1.45	68175 1.50	70448 1.55	72720 1.60	74993 1.65	2000
10	68175 1.50	70448 1.55	72720 1.60	74993 1.65	77265 1.70	2000
11			74993 1.65	77265 1.70	79538 1.75	2000
12			77265 1.70	79538 1.75	81810 1.80	2000
13				81810 1.80	84083 1.85	2000
14					86355 1.90	2000
15					88628 1.95	2000
	Two longevity steps					
16					90900 2.00	2000
	No Steps after 16					

In FY14 staff would be placed as close as possible to their anticipated FY14 salary but not lower than the previous schedule.

Certified Salary Schedule

STEP	B	B+18	B+36*	B+54*	B+72*	Master's or NBC
	* Any hours beyond B+18 must be 50% graduate to count					additional
0	45905	48200	50495	52790	55085	2000
	1.00	1.05	1.10	1.15	1.20	
1	48200	50495	52790	55085	57381	2000
	1.05	1.10	1.15	1.20	1.25	
2	50495	52790	55085	57381	59676	2000
	1.10	1.15	1.20	1.25	1.30	
3	52790	55085	57381	59676	61971	2000
	1.15	1.20	1.25	1.30	1.35	
4	55085	57381	59676	61971	64266	2000
	1.20	1.25	1.30	1.35	1.40	
5	57381	59676	61971	64266	66562	2000
	1.25	1.30	1.35	1.40	1.45	
6	59676	61971	64266	66562	68857	2000
	1.30	1.35	1.40	1.45	1.50	
7	61971	64266	66562	68857	71152	2000
	1.35	1.40	1.45	1.50	1.55	
8	64266	66562	68857	71152	73447	2000
	1.40	1.45	1.50	1.55	1.60	
9	66562	68857	71152	73447	75742	2000
	1.45	1.50	1.55	1.60	1.65	
10	68857	71152	73447	75742	78038	2000
	1.50	1.55	1.60	1.65	1.70	
11			75742	78038	80333	2000
			1.65	1.70	1.75	
12			78038	80333	82628	2000
			1.70	1.75	1.80	
13				82628	84923	2000
				1.80	1.85	
14					87219	2000
					1.90	
15					89514	2000
	Two longevity steps				1.95	
16					91809	2000
	No Steps after 16				2.00	

In FY14 staff would be placed as close as possible to their anticipated FY14 salary but not lower than the previous schedule.

APPENDIX B
Certified Salary Schedule

STEP	B	B+18	B+36*	B+54*	B+72*	Master's or NBC
	* Any hours beyond B+18 must be 50% graduate to count					additional
0	46364	48682	51000	53318	55636	2000
	1.00	1.05	1.10	1.15	1.20	
1	48682	51000	53318	55636	57954	2000
	1.05	1.10	1.15	1.20	1.25	
2	51000	53318	55636	57954	60273	2000
	1.10	1.15	1.20	1.25	1.30	
3	53318	55636	57954	60273	62591	2000
	1.15	1.20	1.25	1.30	1.35	
4	55636	57954	60273	62591	64909	2000
	1.20	1.25	1.30	1.35	1.40	
5	57954	60273	62591	64909	67227	2000
	1.25	1.30	1.35	1.40	1.45	
6	60273	62591	64909	67227	69545	2000
	1.30	1.35	1.40	1.45	1.50	
7	62591	64909	67227	69545	71863	2000
	1.35	1.40	1.45	1.50	1.55	
8	64909	67227	69545	71863	74182	2000
	1.40	1.45	1.50	1.55	1.60	
9	67227	69545	71863	74182	76500	2000
	1.45	1.50	1.55	1.60	1.65	
10	69545	71863	74182	76500	78818	2000
	1.50	1.55	1.60	1.65	1.70	
11			76500	78818	81136	2000
			1.65	1.70	1.75	
12			78818	81136	83454	2000
			1.70	1.75	1.80	
13				83454	85772	2000
				1.80	1.85	
14					88091	2000
					1.90	
15					90409	2000
	Two longevity steps				1.95	
16					92727	2000
	No Steps after 16				2.00	

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