

**NEGOTIATED CONTRACT**

BETWEEN

**THE CERTIFICATED STAFF OF VALDEZ CITY SCHOOL DISTRICT**

AND

**VALDEZ CITY SCHOOL DISTRICT**

FOR THE

**2004-2005**

**2005-2006**

**2006-2007**

SCHOOL YEARS

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# ARTICLE I

## RECOGNITION

- A. The Board recognizes the VAFT as the exclusive bargaining agent for all those persons in the bargaining unit, during the term of the negotiated contract.
- B. The VAFT agrees to represent equally and without prejudice all members of the bargaining unit on items concerning the negotiated contract.
- C. The VAFT recognizes the management rights of the Board to perform those duties and functions which are necessary and proper to operate the School District.

## ARTICLE II

### DEFINITIONS

For the purpose of this contract, the following definitions apply:

<u>Bargaining Agent:</u>	The Valdez American Federation of Teachers, to be known as VAFT.
<u>Teacher:</u>	All one-third or more contracted personnel who are required to have a teaching certificate for the position held excluding personnel whose primary function is administrative, to provide contracted services, or to serve as a long-term substitute. Benefits for less than full-time employees shall be pro rated on a full-time equivalent basis. Employment of long-term substitutes shall be in accordance with AS 14.07.060.
<u>Board:</u>	The governing body of the Valdez City School District.
<u>Extra-Curricular:</u>	Activities as defined and listed in this negotiated contract.
<u>Approved Institution:</u>	A college or university accredited by the Northwest Association of Schools and Colleges (or equivalent regional accrediting association) or approved by the Superintendent.
<u>Day:</u>	A calendar day except as otherwise may be specified herein.
<u>District:</u>	The Valdez City School District, and as may be applicable, shall mean the Board and/or the administration of the District.
<u>Grievant:</u>	The teacher, teachers, or the Union filing a grievance.
<u>Semester Hour:</u>	A semester hour of credit, or the quarter-hour equivalent thereof.
<u>Superintendent:</u>	The Superintendent of the District or the Superintendent's designee.
<u>Union:</u>	The Valdez American Federation of Teachers.
<u>Stipulated Settlements:</u>	At any time during the processing of the grievance, the Superintendent and the Union President may stipulate to a binding settlement resolving the grievance.
<u>Immediate Family:</u>	Spouse/significant other, father, mother, son, daughter, brother, sister, employee's grandparent(s), grandchildren and spouse's parent(s).

# ARTICLE III

## GRIEVANCE PROCEDURE

- A. **DEFINITION** - A grievance is any question arising out of and during the term of this agreement involving its interpretation and/or application.
- B. **TIME LIMIT** - All the time limits herein shall consist of school days excluding school holidays. When a grievance is submitted on or after May 1, time limits shall consist of calendar days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process.

No grievance shall be recognized by the District unless it shall have been presented at the appropriate level (Step I or Step II) within thirty (30) days after the grievant knew of the act or condition on which the grievance is based. The thirty (30) day limitation is not intended to prevent the filing of a grievance as long as the grieved action continues. If the stated timeline is exceeded, the grievant may proceed to the next step with timelines commencing as of the date the decision was due.

- C. **PROCEDURE** - The parties acknowledge that it is usually most desirable for the teacher and their immediate supervisor to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the teacher, then a grievance may be processed as follows:

**STEP I** - The grievant or their representative shall present the grievance in writing stating the alleged violation (including the provision of this Agreement alleged to have been violated), the date(s) of the alleged violation, all pertinent information and the resolution sought to the teacher's supervisor. The supervisor will arrange a meeting with the teacher which will take place within five (5) days after receipt of the teacher's grievance statement. The supervisor shall then, within five (5) days following the meeting, give a written answer to the teacher which states the alleged violation, all pertinent information and rationale supporting the response. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance, and this right shall apply to each succeeding step in this grievance procedure.

**STEP II** - If the grievance is not resolved at Step I, then the grievant may refer the grievance in writing, stating alleged violation, all pertinent information, and the supervisor's response, to the Superintendent within five (5) days after his receipt of the Step I decision. The Superintendent shall arrange for a meeting with the grievant to take place within ten (10) days after his receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have five (5) days in which to provide a written decision to the grievant.

**STEP III** - If the grievance is not resolved at Step II, the grievant may refer the grievance in writing, setting forth the nature of the grievance, all available pertinent information

and the basis for appeal from the decision of the Superintendent, to the President of the School Board (copy to the Superintendent) within ten (10) days after receipt of the Step II decision. The President of the School Board shall, within five (5) days, appoint a panel of three Board members to conduct a hearing within ten (10) days. All information used as evidence in the grievance shall be made available to both parties. The hearing shall be informal and technical rules of evidence will not be observed. The hearing may be in private, at the option of the grievant. Upon conclusion of the hearing, the panel shall present its findings and make recommendations to the Board. Within ten (10) days, in the presence of the grievant, the Board will hold an executive session and deliberate. At the deliberations, a vote will be called by the Board to agree or disagree in a public meeting. It is not the intent to deprive the Board of its right to discuss matters of grievance in private executive session. The grievant shall be rendered a decision in writing from the Board within ten (10) days of the Board's meeting. Such statement shall contain a brief summary of the Board's findings and the conclusion(s) reached.

**STEP IV** - Within ten (10) school days after receiving the Step III decision, the Union may present to the Superintendent and School Board secretary a written notice of intent to submit the matter to binding arbitration. If the Union does not request binding arbitration within the ten (10) day limitation, the grievance will be considered settled.

The Union and the District or the District's authorized representative will meet within five (5) days after binding arbitration has been requested to select an arbitrator. If a selection cannot be made within the five (5) day period, within twenty-four (24) hours, a list of seven (7) names will be requested from a recognized arbitration association. Within five (5) days of the receipt of these seven names, the names will be struck alternately by the Union and the District in that order until one remains who will be selected as the arbitrator.

General guidelines for the hearing will be as follows:

1. Hearing procedures will be determined by the arbitrator.
2. If a non-professional arbitrator is selected, the hearing will proceed as follows:
  - a. The arbitrator shall be provided with all written documents regarding the case.
  - b. The Union or its representative will speak first stating the reason(s) and/or violation(s) for which the grievance was filed.
  - c. The District shall then have the opportunity to present its case.
  - d. Both sides shall then have the opportunity to offer rebuttal and provide witnesses if necessary.
  - e. The arbitrator shall provide a decision in writing within fifteen (15) days of the hearing.

3. The arbitrator's decision shall be final and binding but that decision may not alter, modify, add to, subtract from any of the terms of the contract.
4. Expenses - The cost for the services for the arbitration including per diem and travel expenses and the cost of any hearing room shall be borne equally by both parties. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expense of witnesses called by the other.

# ARTICLE IV

## INSURANCE

### A. Liability Insurance

The Board shall provide the teaching staff with errors and omissions liability insurance coverage. The insurance shall cover wrongful acts of teachers which occur in the scope of their employment. Protection from liability suits arising from assigned duty or arising from first aid rendered, or through supervision of extracurricular activities, a shop area or physical education activities shall be covered. If there is a change in this insurance policy, the teachers' bargaining agent will be notified.

### B. Life Insurance

Life insurance coverage in the amount of \$70,000 shall be provided for each teacher by the District at no cost to the teacher.

### C. Health Insurance

Health benefits shall be provided as follows:

1. Plan Benefits will be those attached to this Agreement as Exhibit A.
2. The District shall pay 92.5% of the average "Total Expected Cost" per employee.
3. Teachers shall pay 7.5% of the average "Total Expected Cost" per employee. A teacher's share of the average "Total Expected Cost" shall be made in substantially equal payroll deductions.
4. "Total Expected Cost" shall be determined on an annual basis by the Third Party Administrator. As part of the process of making the determination of the "Total Expected Cost," the Third Party Administrator shall consult with the District/VAFT Health Insurance Advisory Committee.
5. The District/VAFT Health Insurance Advisory Committee shall consist of three individuals appointed by VAFT and three individuals appointed by the Superintendent. The Committee shall meet as may be agreed between the parties and no less than three times per school year. The Committee shall consider and make recommendations (by consensus) regarding current health insurance issues such as benefits, insurance funding, changes or modifications thereto and procedures and protocols related to the operation of the Committee. If the Committee recommends changes, such changes may be implemented during the term of this Negotiated Agreement upon the written agreement and ratification by the District and VAFT.

6. Orthodontia benefit will cover up to 50% of the usual, customary and reasonable charges up to an individual maximum lifetime benefit of \$2,500.00 exclusive of all other covered dental services.
7. The current benefits shall remain unchanged throughout the life of the contract, regardless of carrier, and shall be the same as the previous contract.

D. **General**

All teachers on any Board-approved leave shall be afforded the opportunity to continue, at their own expense, participation in any insurance program to which they would be entitled as teachers under this contract.

# ARTICLE V

## WORK YEAR/DAY

- A. The standard work year for teachers shall be one hundred ninety (190) days served in accordance with the Board-approved school calendar and including school holidays. Teachers in his/her first full year with the District shall work a 191-day contract which will include one day of orientation or training
- B. The teacher work day will consist of seven (7) hours, excluding a duty-free lunch as defined in AS 14.20.097 and as scheduled at each school site for the purpose of ensuring necessary lunch-time supervision. Assignment and rotation of lunch-time student supervision duties shall be designed by the building administrator and a teacher committee appointed by VAFT.
- C. If the high school or middle school is on a non-rotating or non-block schedule, each teacher will be given a daily preparation period that is equal to one class period. If the high school or middle school is on a rotating or block schedule, a total preparation time of at least 220 minutes will be given each teacher in blocks of time of not less than 50 consecutive minutes and not less than 4 days per week. Preparation time that is equal to no less than three hours per week shall be given to elementary teachers.
- D. This section does not preclude the staff from volunteering for lunch, recess duty, or teaching in lieu of preparation time.

# ARTICLE VI

## LEAVE

### A. Sick Leave:

1. Certificated employees shall be provided twelve (12) days of sick leave per year at the inception of the employee contract. This amount shall be pro rated for teachers commencing employment after the first teacher contract day. The unused portion of such allowance shall accumulate from year to year without limitations. The Superintendent shall furnish a written statement at the end of the school year setting forth the total of sick leave credit. For any use of sick leave resulting in absences of three (3) or more consecutive days, the District may require a doctor's statement. If the District reasonably believes there is sick leave abuse, the District may require a doctor's statement for less than three (3) consecutive days of absence.

#### 2. Uses of Sick Leave:

##### a. Illness

An employee may use accrued sick leave without limitation for injury or illness of the employee or any member of the immediate family or for maternity/paternity leave up to 6 weeks immediately following the birth or adoption date.

##### b. Temporary Disability:

An employee may use accrued sick leave for temporary disabilities. At the onset a physician's statement will determine the length of the temporary disability and will be submitted to the immediate supervisor as soon as possible. Before returning to work, the District may require a physician's statement indicating the employee is able to resume duties.

##### c. Bereavement Leave:

An employee may use up to ten days of accrued sick leave for death of a person in the immediate family.

Other requests for bereavement leave would be referred to the Valdez Teachers' Union Bereavement Leave Bank.

### B. Personal Leave:

A certificated employee shall be entitled to accrue three (3) days of approved personal leave with pay, per year up to a total of eight (8) days. An employee is entitled to use eight days during the school year. If not used, the employee may be paid at the rate of

\$90/day. The employee shall indicate his/her option thirty (30) calendar days prior to the end of the school year. Application to use leave should be made to the employee's immediate supervisor at least one (1) week in advance and authorization to take leave must be obtained before leave can begin.

A certificated employee with an emergency which requires more personal days than accrued, may request up to three (3) additional days of personal leave subject to Superintendent approval. An amount equal to the certified substitute pay will be deducted from the teacher's next paycheck.

No personal leave may be used during the first five (5) working days, the last five (5) working days of the school calendar, or during In-service days unless the Superintendent deems extenuating circumstances to exist.

C. **Union Leave**

The Board shall provide ten (10) days per year of professional leave with pay to be used by members of the Union. Written notice of intent to use this leave shall be submitted to the Superintendent by the Union.

D. **Sabbatical Leave**

The Board may grant to certified employees sabbatical leave in accordance with State Statutes. Employees on sabbatical may be provided compensation while on sabbatical leave at the discretion of the Board.

Final application date for sabbatical leave is March 1 of the preceding school year. Requests for sabbatical shall be made in writing to the Superintendent. All written requests must include any specific proposal for compensation. A teacher granted sabbatical must state in writing his/her intention to return from such leave by March 1, prior to the school year the teacher plans to return.

Tenured teachers granted a sabbatical shall be subject to the provisions in AS.14.20.280-.350.

E. **Leave of Absence**

A full or half-time teacher may be granted a Leave of Absence without pay as per AS.14.20.345

## ARTICLE VII

### REDUCTION IN STAFF

If it should become necessary to reduce staff covered by this contract, the following criteria will be observed:

- A. Non-tenured teachers shall be terminated before tenured employees, provided a non-tenured teacher is the least qualified in the affected area.
- B. In the event that non-tenured and tenured teachers are equally qualified, a non-tenured teacher will be terminated first.
- C. If and when a reduction in personnel is necessary, a retention plan will be worked out by a committee of two (2) administrators appointed by the Board, two (2) teacher representatives appointed by the teachers and Board representation at the option of the Board. It is the Board's right and responsibility to accept or reject the committee's plan.
- D. This Article does not limit the District's right to nonretain nontenured teachers as provided in AS 14.20.175 and, in addition, will be construed in accordance with AS 14.20.177.

## ARTICLE VIII

### REIMBURSEMENT OF PHYSICAL

- A. The Board will reimburse teachers for the cost of physical examinations that are required by the District or State Department of Education Regulations. The completed physical examination form and a bill from the doctor shall constitute the necessary verification for reimbursement. A maximum of \$200.00 will be allowed as payment for required physical examinations. The physical examination may include a pap smear when the examining physician advises it.
  
- B. The District will notify each teacher in the spring prior to the close of the school year when physical examinations are required. Such notification will include the forms necessary to complete the examinations.

## ARTICLE IX

### EXTENDED CONTRACT

- A. If teaching personnel are requested by their local administrator to work in addition to the normal school year, they shall be given extended contracts stipulating the number of days in excess of those required of all other teachers. The additional pay for these days will be the same per diem rate as for the teacher's regular teaching contract days. The decision for an extended contract shall be made with the concurrence of the teacher, the Superintendent, and the School Board.
  
- B. To facilitate the transition when a teacher retires, the retiring teacher may be offered the option of an extended contract. The purpose of the extended contract may be to update curriculum, inventory equipment, and provide reports concerning ongoing programs and written recommendations for a new teacher or any other activities the Board may desire to assign to the teacher.

# ARTICLE X

## SALARY SCHEDULE EXPLANATION

- A. Initial ratings are established by allowing one step for each year (160 days minimum) of teaching experience to a maximum of four (4) years.
- B. Fractional year teaching experience, excluding substitute teaching shall be combined for salary advancement if they total 190 teaching days.
- C. Type A certified teachers with Vocational Endorsement will be placed for salary purposes allowing a maximum of two (2) years of work experience related to a teacher's assignment (2000 hours = 1 year's experience) following completion of the Bachelors.
- D. Courses taken for advancement horizontally on the salary schedule must conform with the following criteria:
  - 1. Administered by an accredited college or university.
  - 2. Cannot be taken more than once.
  - 3. Must be in the teaching assignment of teacher, or area of certification, recommended as part of the teacher's plan of improvement, approved professional growth plan, or other approved graduate or upper division courses.
  - 4. In-Service and/or courses provided by the School District are allowable, if they meet the other conditions of this section.
  - 5. Official transcripts and requests for horizontal advancement must be made to the Business Office in writing by September 1.
- E. Teachers who receive National Board Teacher Certification will receive \$2,000 in additional salary in the first school year after completion and verification. In subsequent years teachers will receive \$1,000 additional salary per year. If a teacher has National Board Teacher Certification when hired, that teacher will receive \$1,000 additional salary per year.

Teachers who receive another type of approved national certification will receive the same compensation. Approval will be contingent upon Superintendent verification that certification is equivalent in its requirements and relevancy to assigned duties.

All credits for advancement on the salary schedule must be submitted to the building principal. The principal will do initial screening to decide if the course meets the criteria as specified in Article X, 4.c. If the principal approves the course, it is sent on to the Superintendent's Office for final approval and placement in the teacher's professional file. If the principal does not approve the course request, it is sent to the Superintendent for further review.

If the Superintendent does not allow credits to be used toward the salary schedule, and a teacher believes the credits should be allowed, a Credits Screening Committee shall review the request and forward the recommendation to the School Board. The Board will make the decision. If a teacher is still not satisfied with the decision, a grievance may be filed.

The Credits Screening Committee shall consist of the following: two teachers chosen by the bargaining agent; the supervisor of the individual requesting approval of credits; a Board member; a community member from the PTA membership. This person cannot be in an education-related job.

Service Recognition Program

A Service Recognition Program is established for those teachers who are in the first year of meeting the following criteria:

1. Will be continuously employed by the District in active teaching status for at least ten (10) years; AND
2. Will be eligible for normal retirement under TRS (Teachers' Retirement System); AND
3. Submits a letter of resignation to the District by August 15, of the year prior to eligibility. The effective date of the resignation will be the end of the year eligibility will be met. A teacher who submits a letter of resignation after school has started will receive a prorated increment, based on the first pay period following the Board's action accepting the resignation.

Under the Service Recognition Program, the teacher shall be granted a salary increment during his/her last teaching year as follows:

FY05	\$10,000
FY06	\$ 7,500
FY07	\$ 5,000

Part-time teaching shall be converted to full-time equivalency on the basis of the number of days in a standard school year. For teachers with less than a full-time contract, the total increment amount will be prorated at the contract percentage rate.

If the District elects to participate in any State-sanctioned Early Retirement Program, a teacher will not be eligible for both early retirement and the last year salary increment, one or the other must be selected. Article IX. B., cannot be used in conjunction with either State-sanctioned Retirement Plan or the last year salary increment.

The Service Recognition Program shall be phased out and shall automatically expire on June 30, 2007.

### Alternate Salary Schedule

A teacher who has been continuously employed and has completed five years of teaching in the District is eligible to select the Alternate Salary Schedule. Selection must be made by the last work day of the school year prior to the year of changing to the Alternate Salary Schedule. Selection is irrevocable.

All teachers not on the Alternate Salary Schedule will be eligible to participate in the Alternate Retirement Plan (ARP).

\*The highest induction salary step a teacher entering the Valdez City School District will be assigned. In cases where the School Board determines a need, the Board may unilaterally waive this limitation.

## SALARY SCHEDULES

### 5 % Lanes and 4% steps (0%, 1%, 1%)

#### SCHEDULE A

2004-05

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req. BA+72/ MA+36	
	0	36,934	1.00	38,781	1.05	40,627	1.10	42,474	1.15	44,321
1	38,411	1.04	40,258	1.09	42,105	1.14	43,951	1.19	45,798	1.24
2	39,889	1.08	41,735	1.13	43,582	1.18	45,429	1.23	47,276	1.28
3	41,366	1.12	43,213	1.17	45,059	1.22	46,906	1.27	48,753	1.32
*4	42,843	1.16	44,690	1.21	46,537	1.26	48,384	1.31	50,230	1.36
5	44,321	1.20	46,168	1.25	48,014	1.30	49,861	1.35	51,708	1.40
6	45,798	1.24	47,645	1.29	49,492	1.34	51,338	1.39	53,185	1.44
7	47,276	1.28	49,122	1.33	50,969	1.38	52,816	1.43	54,662	1.48
8	48,753	1.32	50,600	1.37	52,446	1.42	54,293	1.47	56,140	1.52
9	50,230	1.36	52,077	1.41	53,924	1.46	55,770	1.51	57,617	1.56
10			53,554	1.45	55,401	1.50	57,248	1.55	59,094	1.60
11			55,032	1.49	56,878	1.54	58,725	1.59	60,572	1.64
12			56,509	1.53	58,356	1.58	60,202	1.63	62,049	1.68
13					59,833	1.62	61,680	1.67	63,526	1.72
14							63,157	1.71	65,004	1.76
15									66,481	1.80
16									67,959	1.84

#### SCHEDULE B

2004-05

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req. BA+72/ MA+36	
	0	39,422	1.00	41,393	1.05	43,364	1.10	45,335	1.15	47,306
1	40,999	1.04	42,970	1.09	44,941	1.14	46,912	1.19	48,883	1.24
2	42,576	1.08	44,547	1.13	46,518	1.18	48,489	1.23	50,460	1.28
3	44,153	1.12	46,124	1.17	48,095	1.22	50,066	1.27	52,037	1.32
*4	45,730	1.16	47,701	1.21	49,672	1.26	51,643	1.31	53,614	1.36
5	47,306	1.20	49,278	1.25	51,249	1.30	53,220	1.35	55,191	1.40
6	48,883	1.24	50,854	1.29	52,825	1.34	54,797	1.39	56,768	1.44
7	50,460	1.28	52,431	1.33	54,402	1.38	56,373	1.43	58,345	1.48
8	52,037	1.32	54,008	1.37	55,979	1.42	57,950	1.47	59,921	1.52
9	53,614	1.36	55,585	1.41	57,556	1.46	59,527	1.51	61,498	1.56
10			57,162	1.45	59,133	1.50	61,104	1.55	63,075	1.60
11			58,739	1.49	60,710	1.54	62,681	1.59	64,652	1.64
12			60,316	1.53	62,287	1.58	64,258	1.63	66,229	1.68
13					63,864	1.62	65,835	1.67	67,806	1.72
14					63,955		67,412	1.71	69,383	1.76
15							67,897	0.00	70,960	1.80
16									72,536	1.84

**5 % Lanes and 4% steps (0%, 1%, 1%)**

SCHEDULE A

2005-06

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req.	BA+72/ MA+36	
	0	37,303	1.00	39,169	1.05	41,034	1.10	42,899	1.15		44,764
1	38,795	1.04	40,661	1.09	42,526	1.14	44,391	1.19		46,256	1.24
2	40,288	1.08	42,153	1.13	44,018	1.18	45,883	1.23		47,748	1.28
3	41,780	1.12	43,645	1.17	45,510	1.22	47,375	1.27		49,240	1.32
*4	43,272	1.16	45,137	1.21	47,002	1.26	48,867	1.31		50,733	1.36
5	44,764	1.20	46,629	1.25	48,494	1.30	50,360	1.35		52,225	1.40
6	46,256	1.24	48,121	1.29	49,986	1.34	51,852	1.39		53,717	1.44
7	47,748	1.28	49,613	1.33	51,479	1.38	53,344	1.43		55,209	1.48
8	49,240	1.32	51,106	1.37	52,971	1.42	54,836	1.47		56,701	1.52
9	50,733	1.36	52,598	1.41	54,463	1.46	56,328	1.51		58,193	1.56
10			54,090	1.45	55,955	1.50	57,820	1.55		59,685	1.60
11			55,582	1.49	57,447	1.54	59,312	1.59		61,177	1.64
12			57,074	1.53	58,939	1.58	60,804	1.63		62,670	1.68
13					60,431	1.62	62,297	1.67		64,162	1.72
14							63,789	1.71		65,654	1.76
15										67,146	1.80
16										68,638	1.84

SCHEDULE B

2005-06

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req.	BA+72/ MA+36	
	0	39,816	1.00	41,807	1.05	43,798	1.10	45,789	1.15		47,779
1	41,409	1.04	43,400	1.09	45,390	1.14	47,381	1.19		49,372	1.24
2	43,002	1.08	44,992	1.13	46,983	1.18	48,974	1.23		50,965	1.28
3	44,594	1.12	46,585	1.17	48,576	1.22	50,567	1.27		52,557	1.32
*4	46,187	1.16	48,178	1.21	50,168	1.26	52,159	1.31		54,150	1.36
5	47,779	1.20	49,770	1.25	51,761	1.30	53,752	1.35		55,743	1.40
6	49,372	1.24	51,363	1.29	53,354	1.34	55,345	1.39		57,335	1.44
7	50,965	1.28	52,956	1.33	54,946	1.38	56,937	1.43		58,928	1.48
8	52,557	1.32	54,548	1.37	56,539	1.42	58,530	1.47		60,521	1.52
9	54,150	1.36	56,141	1.41	58,132	1.46	60,122	1.51		62,113	1.56
10			57,734	1.45	59,724	1.50	61,715	1.55		63,706	1.60
11			59,326	1.49	61,317	1.54	63,308	1.59		65,299	1.64
12			60,919	1.53	62,910	1.58	64,900	1.63		66,891	1.68
13					64,502	1.62	66,493	1.67		68,484	1.72
14					63,955		68,086	1.71		70,077	1.76
15							67,897	0.00		71,669	1.80
16										73,262	1.84

**5 % Lanes and 4% steps (0%, 1%, 1%)**

SCHEDULE A

2006-07

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req. BA+72/ MA+36	
	0	37,676	1.00	39,560	1.05	41,444	1.10	43,328	1.15	45,212
1	39,183	1.04	41,067	1.09	42,951	1.14	44,835	1.19	46,719	1.24
2	40,690	1.08	42,574	1.13	44,458	1.18	46,342	1.23	48,226	1.28
3	42,198	1.12	44,081	1.17	45,965	1.22	47,849	1.27	49,733	1.32
*4	43,705	1.16	45,588	1.21	47,472	1.26	49,356	1.31	51,240	1.36
5	45,212	1.20	47,095	1.25	48,979	1.30	50,863	1.35	52,747	1.40
6	46,719	1.24	48,603	1.29	50,486	1.34	52,370	1.39	54,254	1.44
7	48,226	1.28	50,110	1.33	51,993	1.38	53,877	1.43	55,761	1.48
8	49,733	1.32	51,617	1.37	53,500	1.42	55,384	1.47	57,268	1.52
9	51,240	1.36	53,124	1.41	55,008	1.46	56,891	1.51	58,775	1.56
10			54,631	1.45	56,515	1.50	58,398	1.55	60,282	1.60
11			56,138	1.49	58,022	1.54	59,905	1.59	61,789	1.64
12			57,645	1.53	59,529	1.58	61,412	1.63	63,296	1.68
13					61,036	1.62	62,920	1.67	64,803	1.72
14							64,427	1.71	66,310	1.76
15									67,817	1.80
16									69,325	1.84

SCHEDULE B

2006-07

Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		MA Req. BA+72/ MA+36	
	0	40,214	1.00	42,225	1.05	44,236	1.10	46,247	1.15	48,257
1	41,823	1.04	43,834	1.09	45,844	1.14	47,855	1.19	49,866	1.24
2	43,432	1.08	45,442	1.13	47,453	1.18	49,464	1.23	51,474	1.28
3	45,040	1.12	47,051	1.17	49,062	1.22	51,072	1.27	53,083	1.32
*4	46,649	1.16	48,659	1.21	50,670	1.26	52,681	1.31	54,692	1.36
5	48,257	1.20	50,268	1.25	52,279	1.30	54,289	1.35	56,300	1.40
6	49,866	1.24	51,877	1.29	53,887	1.34	55,898	1.39	57,909	1.44
7	51,474	1.28	53,485	1.33	55,496	1.38	57,507	1.43	59,517	1.48
8	53,083	1.32	55,094	1.37	57,104	1.42	59,115	1.47	61,126	1.52
9	54,692	1.36	56,702	1.41	58,713	1.46	60,724	1.51	62,734	1.56
10			58,311	1.45	60,322	1.50	62,332	1.55	64,343	1.60
11			59,919	1.49	61,930	1.54	63,941	1.59	65,952	1.64
12			61,528	1.53	63,539	1.58	65,549	1.63	67,560	1.68
13					65,147	1.62	67,158	1.67	69,169	1.72
14					63,955		68,767	1.71	70,777	1.76
15							67,897	0.00	72,386	1.80
16									73,994	1.84

# ARTICLE XI

## EXTRA-CURRICULAR ACTIVITIES

The parties to this agreement understand and agree that the Valdez School Board, in its sole discretion, shall determine from year to year the extra-curricular activities to be offered by the District. If the District does not offer an activity listed here, the existing outsourcing procedure will apply if there is sufficient parent or community interest.

If offered by the District, extra-curricular activities will be compensated according to the level indicated and corresponding amount for entire season or prorated for a lesser duration.

<u>Level*</u>	<u>Activity</u>	<u>No. of Positions</u>
A1	<b>Head Coaches – High School</b>	
13%	-in the following sports with more than 3 years experience at VHS in that sport:	
	<b>Basketball</b>	2
	<b>Swimming</b>	1
	<b>Volleyball</b>	1
	<b>Wrestling</b>	1
	<b>Cross Country Skiing</b>	1
	<b>Wellness Room Advisor</b>	1
A2	<b>Head Coaches – High School</b>	
10.75%	- less than 3 years experience at VHS in the above respective sports	
B1	<b>Assistant Coaches – High School</b>	
8.5%	- in the following sports with more than 3 years experience at VHS in that sport:	
	<b>Basketball</b>	2
	<b>Swimming</b>	1
	<b>Volleyball</b>	1
	<b>Wrestling</b>	1
	<b>Cross Country Skiing</b>	1
	<b>Head Coach – High School</b>	
	- in the following sport with more than 3 years experience at VHS in that sport:	
	<b>Cheerleading</b>	1
	<b>High School Yearbook Advisor</b>	2 (note 1)
	<b>Academic Decathlon</b>	1
	<b>High School Drama</b>	1
	<b>Community Schools</b>	1
	<b>Jazz Band</b>	1
B2	<b>Assistant Coaches – High School</b>	
7.5%	- less than 3 years experience at VHS in the above HS Asst. Coaches at VHS in that respective sport:	

\*% of BA/O on Schedule A

**Head Coach – High School**

- in the following sport with more than 3 years experience at VHS in that sport:

**Cross Country Running** 1

**Head Coach – High School**

- in the following sport with less than 3 years experience at VHS in that sport:

**Cheerleading**

B3

**Junior High Coaches**

6.5%

**Basketball** 2

**Volleyball** 1

**Wrestling** 1

**Head Coach – High School**

- in the following sport with less than 3 years experience at VHS in that sport :

**Cross Country Running**

C

**Assistant Coach – High School**

5.5%

**Cross Country Running** 1

**Pep Band** 1

**Junior High Yearbook Advisor** 1

**Senior Class Advisor** 2

**Junior Class Advisor** 2

**High School Student Council Advisor** 1

**Junior High Cheerleading Coach** 1

D

**Freshman Class Advisor** 1

2.7%

**Sophomore Class Advisor** 1

**National Honor Society Advisor** 1

**FHA HERO Advisor** 1

**Business Professionals of America Advisor** 1

**Wood Shop Advisor** 1

**Auto Shop Advisor** 1

**Junior High Student Council Advisor** 1

E

**Mock Trial** 1

1.5%

**Vocal Music** 1

**Instrumental Music** 1

**Academic Pentathlon** 1

Note 1: If one person, pay at level A1.

The following applies to all of the levels listed above:

1. The District has the right to cancel activities when it deems necessary.

2. In the event that a contract cannot be fulfilled, the adjustment in salary will be made at the following pay period.
3. The District reserves the option to group secondary extra-curricular activities as an assignment in exchange for a given teaching assignment without paying an added duty salary. The District may, at its discretion, combine activities of shorter duration to allow a teacher to qualify for an addendum. Likewise, the District may divide a single activity between two or more teachers.
4. When corresponding course is offered, full stipend may not be paid.
5. Special projects or activities may be compensated at an amount to be negotiated between the teachers involved and the District with the concurrence of an officer of VAFT.

Any change in monetary compensation of an extra-curricular contract pursuant to this Article will require mutual agreement of the parties (Board and VAFT).

## ARTICLE XII

### AGENCY FEE

Every teacher will have the yearly agency fee equal to the amount certified by the VAFT President deducted by the District. To the extent permitted and provided by VAFT rules, the teacher may direct his/her deduction to the Union or to the student scholarship fund.

# ARTICLE XIII

## VOLUNTARY TRANSFERS

For the purpose of this Article, a transfer is defined as a change of primary teaching assignment from elementary to secondary or secondary to elementary, or to a different subject area.

A teacher desiring to be considered for a transfer must file a transfer request within 10 days of the position being posted, unless the position opens after March 15. The position will not be filled during said 10-day period. Positions opening after March 15 will be posted both by e-mailing staff and posting vacancies in each building. The request must include all positions to which the teacher is interested in being reassigned. If more than a single position is listed, the listing shall be in order of priority with the first listing having the highest priority. They may be kept confidential at the request of the teacher until such transfer is granted.

**Posting.** - All vacancies will be posted in each building when the vacancy becomes officially known. Vacancies occurring during the summer will be posted by sending notices to the VAFT designated representative. It is not the VAFT representative's responsibility to notify transfer candidates of the vacancies. This procedure is only intended to inform VAFT of any staff changes. The Superintendent's Office is responsible for notifying any transfer candidate of vacancies during the summer. It is the transfer candidate's responsibility to leave a summer contact address and phone number with the Superintendent's Office. |

- A. A teacher's request for transfer to another position shall receive first consideration providing the teacher has the appropriate certification, endorsement(s), and relevant experience. The District may allow a transfer based upon other factors.
- B. All transfer candidates meeting the above criteria will be considered for the vacancy before individuals outside the District.
- C. Where more than one teacher applies for a transfer to the same position vacancy within the same educational discipline, the Superintendent will award the position to the teacher with the best qualifications for the position desired.
- D. Teachers who have applied to fill a vacancy and are not accepted for the position will be notified.

# ARTICLE XIV

## JOB SHARING

- A. Two teachers may request to job share one teaching position. Requests will be granted if the administration deems the job sharing arrangement will be in the best interest of the students and the District.
- B. Job shared duties will be approved by the building administrator.
- C. Both job sharing teachers will attend all in-service days or, with permission of the Superintendent, complete alternate staff development activities. Both job sharing teachers are responsible for all information distributed during in-service and staff meetings and for other classroom information.
- D. Health insurance will be provided for one employee only. At the request of the teachers, job sharing participants may each have one-half (.5) year of coverage. A job sharing teacher who is not receiving health insurance will waive coverage in writing.
- E. Job sharing teachers will each be given a half-time salary based on his/her own placement on the salary schedule.
- F. If one member of the job sharing team leaves the District, or, for any reason, does not desire to job share, the other teacher will increase responsibilities to full time.

## ARTICLE XV

### DURATION

- A. This agreement and each of its provisions is binding and effective upon ratification by both parties (effective July 1, 2004). All previous agreements still in force shall become null and void as of July 1, 2004. This agreement shall remain in force through June 30, 2007.
- B. This agreement is the sole and complete contractual agreement between the Board and the teachers. Any amendment supplemental shall not be binding upon either party unless executed in writing by the parties.
- C. Neither the Bargaining Agent nor any of its officers, agents or members shall instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slow downs, concerted work stoppage or any other intentional interruption of work during the term of this agreement.

## ARTICLE XVI

### **CONFORMITY OF LAW**

If any article or part of this agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the agreement shall not be affected, thereby, and the parties shall immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the nullified article.

## ARTICLE XVII

### **COMPLETE AGREEMENT**

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper matter for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, all matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this agreement is made and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

The Board and the Union acknowledge that communication lines between the Board and the Union remain open at all times. To facilitate this process, both parties agree to meet under the provisions of the School Board Policy and State Statutes.

**AGREEMENT EXECUTION**

WHEREAS the representatives of the Board of the Valdez City School District and the representatives of the Valdez American Federation of Teachers have collectively bargained the terms and conditions of this Agreement between the District and the Union, on behalf of the District's teachers; and

WHEREAS the Union has certified in writing to the District that this Agreement has been ratified by a majority of the Union's members who are currently employed as teachers in the District; and

WHEREAS the Board has ratified this Agreement by an affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE BE IT RESOLVED that the Board and the Union do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and of the Union President.

THIS AGREEMENT to be effective for the period as specified in the Duration provision herein.

\_\_\_\_\_  
BOARD PRESIDENT  
VALDEZ CITY SCHOOL DISTRICT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-PRESIDENT  
VALDEZ AMERICAN FEDERATION OF TEACHERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-PRESIDENT  
VALDEZ AMERICAN FEDERATION OF TEACHERS

\_\_\_\_\_  
DATE

# **EXHIBIT A**

## **SCHEDULE OF BENEFITS**

### **Major Medical Benefits**

- Deductibles, Out-of-Pocket Maximum Expense and Lifetime and Calendar Year Maximums

<b>Deductible, per Calendar Year</b>	<b>PPO and Non-PPO (combined)</b>
Individual	\$100
Family	\$300

<b>Out-of Pocket Maximum Expense (excluding Deductible), per Calendar Year</b>	<b>PPO and Non-PPO (combined)</b>
Individual	\$488

<b>Lifetime Maximums</b>	<b>PPO and Non-PPO (combined)</b>
Full Plan	\$1,000,000
Alcoholism & Drug Addiction	\$20,000
Organ and Bone Marrow Transplants	\$250,000

<b>Calendar Year Maximums</b>	<b>PPO and Non-PPO (combined)</b>
Alcoholism & Drug Addiction (per 24-month period)	\$10,000
Home Health Care	130 visits (not to exceed 4 hours per visit)
Mental and Nervous Conditions – Inpatient	5 days
Mental and Nervous Conditions – Outpatient (Professional charges only)	10 visits

- **Benefit Percentages**

	<b>Benefit Percentage</b>
Accidental Injury	90%
Alcoholism & Drug Addiction	90%
Home Health Care	90%
Hospital Charges	
• PPO Facility	90%
• Non-PPO Facility	75%
<i>In an Emergency or if a PPO Hospital is not located within 25 miles of where you live or if you are referred to a non-PPO Hospital by a PPO Hospital, the benefits will be paid at 90%.</i>	
Mental and Nervous Conditions	
• Inpatient	50% constant
• Outpatient (Professional charges only)	50% constant

	<b>Benefit Percentage</b>
Newborn Care	90%
<i>Including Physician Inpatient well baby exams and circumcision during the initial Hospital Confinement</i>	

<i>of the Newborn at birth.</i>	
Preventative Care Benefits	
• Routine mammogram	90%
• Routine PAP, including charges associated with the office visit	90%
Transplants – Organ and Tissue	
• PPO Facility	90%
• Non-PPO Facility	75%
<i>Donor expense benefits are limited to \$20,000 per transplant.</i>	
All Other Covered Services	90%

### Prescription Drug Benefits

Covered Prescription Drug Expenses	Participating Pharmacy <sup>1</sup>
<b>Pharmacy Option:</b>	
Co-payment, per prescription or refill, for generic	\$5
Co-Payment, per prescription or refill, for name brands	\$10
<i>Prescription drugs will be available at discount prices at network pharmacies. The prescription drug network, effective April 1, 2000, is Express Scripts. You must first show your ID card and identify yourself as covered under the Plan and a member of the Express Scripts network. You will be required to pay the appropriate copayment as listed above.</i>	

### Dental Benefits

Annual Deductible Amount	
Individual	\$25
Family	\$75

Benefit Percentages	
Type I – Diagnostic & Preventive (not subject to Deductible)	100%
Type II – Restorative	80%
Type III – Reconstructive	50%

Calendar Year Maximum Benefits	
Type I, II and III Services	\$1,500

### Vision Benefits

	Benefits
Exam	90%
Single Lenses	90%
Bifocal Lenses	90%
Trifocal Lenses	90%
Lenticular Lenses	90%

<sup>1</sup> 100% payment by Plan after co-payment.

Frames	90% up to \$45
Contact Lenses	90%
<i>Limitations:</i>	
<ul style="list-style-type: none"> <li>• <i>One complete eye exam per person per Calendar Year;</i></li> <li>• <i>Two lenses per person per Calendar Year; or</i></li> <li>• <i>One set of frames per person in any two consecutive Calendar Years.</i></li> </ul>	

**Hearing Aid Benefits**

<b>Annual Deductible Amount</b>	
Individual	\$0

<b>Benefits</b>	
Exam (when Hearing Aid Device is purchased)	80%
Hearing Aid Device	80%

<b>Maximum Benefits</b>	
All Services (per 3 consecutive-year period)	\$400