

**Sitka School District Mission:**  
**The Sitka School District will intentionally develop**  
**Haa Latseení**  
**(Our Strength of Mind, Body, and Spirit)**  
**to inspire and prepare students to be compassionate, empowered,**  
**and equipped critical thinkers within a global community.**

## **School Board Meeting**

**Wednesday, February 7, 2024 | 5:45 PM | Harrigan Centennial Hall, 330 Harbor Drive, Sitka, AK 99835**

### ***Proposed Agenda***

1. **Recognitions - 5:45 - 6:00 p.m.**
2. **Call to Order - 6:00 p.m.**
3. **Flag Salute**
4. **Land Acknowledgment**
5. **Roll Call**
6. **Approval of the Proposed Agenda and Consent Agenda**
  - 6.a. Minutes from January 3, 2024
  - 6.b. Minutes from January 20, 2024
  - 6.c. Minutes from January 25, 2024
  - 6.d. Personnel Report
  - 6.e. ADOPTION of BP 6147 - Alaska Reads Act Intervention Programs, Second Reading
  - 6.f. Approval of BB 9200 - Board Members, Second Reading
  - 6.g. Approval of BB 9260 - Legal Protection, Second Reading
  - 6.h. Approval of BB 9270 - Conflict of Interest, Second Reading
7. **Persons to be Heard**
  - 7.a. Persons to be Heard - Non-Agenda Items
  - 7.b. Persons to Be Heard - Agenda Items
8. **Special Reports: Government to Government**
9. **Reports and Presentations**
  - 9.a. SSSC C-STEM Project
  - 9.b. Renaming Committee
10. **Board Member Reports**
11. **Administrative Reports**
  - 11.a. Budget Update
  - 11.b. Enrollment Update
  - 11.c. Superintendent Update
12. **New Business**
  - 12.a. Approval of Sitka Education Association Negotiated Agreement
  - 12.b. Approval of 2024-2025 and 2025-2026 School Calendars
  - 12.c. Approval of BP 6174.1 Education of Native/Indian Children, First Reading
  - 12.d. ADDITION of AR 6174.1 Education of Native/Indian Children

- 12.e. Executive Session - Discuss Interim Superintendent Contract, New Superintendent Start Date, SESPA Conversation
- 13. **Future Agenda Items/Upcoming Events**
  - 13.a. February 9-13, 2024 - AASB Leadership Academy & Legislative Fly-In and Youth Advocacy Institute, Juneau
  - 13.b. February 15, 2024 - Community Hearing on the FY25 Budget - 6:00 p.m. Harrigan Centennial Hall
  - 13.c. March 6, 2024 - Regular School Board Meeting - 5:45 p.m. - Sheet'ka Kwaan Naa Kahidi Community House
  - 13.d. March 7, 2024 - Budget Work Session - 6:00 p.m. Harrigan Centennial Hall (open to the public)
  - 13.e. April 3, 2024 - Regular School Board Meeting - 5:45 p.m. Harrigan Centennial Hall
  - 13.f. April 11, 2024 - Budget Work Session - TBA
  - 13.g. April 17, 2024 - Board Approves FY25 Budget - TBA
- 14. **Adjournment**

Note: All items listed under Agenda & Consent Agenda are considered routine by the School Board and will be approved in one motion. Items may be removed at the request of a School Board Member.



**FOR IMMEDIATE RELEASE**

**Contact:** Questions about your state's delegates, alternates or state selection process: Dr. Bjorn Wolter at [bjorn.wolter@alaska.gov](mailto:bjorn.wolter@alaska.gov).

For general information about the United States Senate Youth Program: Program Director Ms. Rayne Guilford (800) 425-3632 or [rguilford@hearstfdn.org](mailto:rguilford@hearstfdn.org).

**Alaska Students Selected for United States Senate Youth Program**  
**Students Headed to Washington, D. C. and to Receive \$10,000 Scholarship**

**January 09, 2024, Washington, D.C.** —The United States Senate Youth Program (USSYP) announces that high school students Ms. Elizabeth Shao Djajalie and Mr. Felix Dell Myers will join Senator Lisa Murkowski and Senator Daniel Sullivan in representing Alaska during the 62nd annual USSYP Washington Week, to be held March 2 — 9, 2024. Elizabeth Djajalie of Juneau and Felix Myers of Sitka were selected from among the state's top student leaders to be part of the 104 national student delegation. Each delegate will also receive a \$10,000 college scholarship for undergraduate study.

The USSYP was created by Senate Resolution 324 in 1962 and has been sponsored by the Senate and fully funded by The Hearst Foundations since inception. Originally proposed by Senators Kuchel, Mansfield, Dirksen and Humphrey, the Senate leadership of the day, the impetus for the program as stated in Senate testimony is "to increase young Americans' understanding of the interrelationships of the three branches of government, learn the caliber and responsibilities of federally elected and appointed officials, and emphasize the vital importance of democratic decision making not only for America but for people around the world."

Each year this extremely competitive merit-based program provides the most outstanding high school students - two from each state, the District of Columbia and the Department of Defense Education Activity - with an intensive week-long study of the federal government and the people who lead it. The overall mission of the program is to help instill within each class of USSYP student delegates more profound knowledge of the American political process and a lifelong commitment to public service. In addition to the program week, The Hearst Foundations provide each student with a \$10,000 undergraduate college scholarship with encouragement to continue coursework in government, history and public affairs. All expenses for Washington Week are also provided by The Hearst Foundations; as stipulated in Senate Resolution 324, no government funds are utilized.

Elizabeth Djajalie, a senior at Thunder Mountain High School, serves as the Associated Student Body representative on the Juneau School District Board of Education. A lifelong Alaskan, she leads initiatives in education, gender equality, fisheries conservation and sustainability. In addition to over five years of experience in student government, she holds the highest student leadership position in the Enigma Math and Critical Thinking club, Future Women of STEM club, Juneau String Ensembles and the Alaska Science and Engineering Fair nonprofit organization. Her nonprofit work has garnered over \$15,000 for K-12 education and reached over a hundred Alaskan schools. She launched a podcast that uplifts the stories of Alaskan women in STEM fields whose voices have now been heard on the radio as well as in seven countries spanning four continents. Her sustainability research on Pacific salmon has been recognized by the U.S. Department of Defense, U.S. Department of Education, and U.S. Fish and Wildlife Service. In 2023, her oral presentation placed first in the nation at the National Junior Science and Humanities Symposium. Last summer, she met virtually with other students and members of the U.S. Agency for International Development's Bureau for Development, Democracy, and Innovation to discuss youth-led international development. Locally, Elizabeth serves as a guest host at the KTOO Public Media radio station where she works to elevate the stories of her community. To honor local service members, she sings the "Star Spangled Banner" for the annual Memorial Day, Veterans Day, and 9/11 commemorations. In college, she hopes to double major in science, technology and society and international relations.

(more)

## **UNITED STATES SENATE YOUTH PROGRAM**

2024 Alaska Delegate Announcement  
FOR IMMEDIATE RELEASE

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Felix Myers, a senior at Sitka High School, serves as president of the Sitka chapter of the National Honor Society. He is the student advisor to the Alaska State Board of Education where he has been the voice of all Alaskan students on issues such as LGBTQ+ rights, the Alaska Reads Act, tribal compacting and school funding. He is on the Executive Board of the Alaska Association of Student Governments where he reports on education in the state of Alaska to a large constituency. He has spent two years as the Student Body vice president and student advisor to the Sitka School Board where he advocated for funding priorities, local education policy, and student achievement and wellbeing. In this role, he also attended legislative fly-ins where he promoted an increase to the base student allocation. Finally, Felix captained and led both the Sitka High School Drama, Debate, and Forensics team, and the Mock Trial team to multiple state titles. Felix would like to focus on political science and public policy in an undergraduate program, and follow that with degrees in law or foreign policy.

Chosen as alternates to the 2024 program were Mr. Spencer Kuan Co, a resident of Homer, who attends Homer High School and Ms. Danika Ellen Dawley, a resident of North Pole, who attends North Pole High School.

Delegates and alternates are selected by the state departments of education nationwide and the District of Columbia and Department of Defense Education Activity, after nomination by teachers and principals. The chief state school officer for each jurisdiction confirms the final selection. This year's Alaska delegates and alternates were designated by Dr. Deena Bishop, Commissioner of Education and Early Development.

During the program week, the student delegates will attend meetings and briefings with senators, the president, a justice of the Supreme Court, and leaders of cabinet agencies, among others.

In addition to outstanding leadership abilities and a strong commitment to volunteer work, the student delegates rank academically in the top one percent of their states among high school juniors and seniors. Now more than 6,100 strong, alumni of the program continue to excel and develop impressive qualities that are often directed toward public service. Among the many distinguished alumni are: Senator Susan Collins, the first alumnus to be elected U.S. senator; Secretary of Transportation and former Mayor of South Bend Indiana, Pete Buttigieg, the first alumnus to be appointed as a cabinet secretary; former Senator Cory Gardner, the second alumnus to be elected U.S. senator and the first to be elected to the U.S. House of Representatives; former New Jersey Governor Chris Christie, the first alumnus to be elected governor; former Chief Judge Robert Henry, U.S. Court of Appeals for the Tenth Circuit; former Ambassador to West Germany Richard Burt and former presidential advisors Thomas "Mack" McLarty and Karl Rove. Additional notables include former Lt. Governor of Idaho David Leroy, former Provost of Wake Forest University Rogan Kersh, military officers, members of state legislatures, Foreign Service officers, top congressional staff, healthcare providers and other university educators.

Members of the U. S. Senate Youth Program 2024 annual Senate Advisory Committee are: Senator Catherine Cortez Masto of Nevada, the 2024 USSYP Democratic Co-Chair and Senator John Barrasso, M.D. of Wyoming, the 2024 USSYP Republican Co-Chair. The full USSYP Senate Advisory Committee consists of the vice president of the United States and the Senate majority and minority leaders who annually serve as the program's Honorary Co-Chairs; two senators, one from each party, serving as acting Co-Chairs who each have keynote speaking roles, and an eight-member bipartisan Senate panel, four senators from each party, who lend their names in support. Serving on the Advisory Committee for the upcoming program are: Senator John Fetterman of Pennsylvania, Senator Maggie Hassan of New Hampshire, Senator Edward J. Markey of Massachusetts, Senator Alex Padilla of California, Senator John Boozman of Arkansas, Senator Katie Britt of Alabama, Senator John Hoeven of North Dakota and Senator Thom Tillis of North Carolina.

**For more information please visit: [www.ussenateyouth.org](http://www.ussenateyouth.org)**

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**SITKA SCHOOL BOARD MEETING**  
**January 3, 2024 – 6:00 p.m.**  
**Harrigan Centennial Hall**

**Sitka School District**

*Interim Superintendent: Steve Bradshaw*

1. **RECOGNITIONS**                      The school board recognized Kari Sagel, who retired from the district in December.
  
2. **CALL TO ORDER**                      The Sitka School Board meeting was called to order by President Tristan Guevin at 6:02 p.m. at Harrigan Centennial Hall.
  
3. **FLAG SALUTE**
  
4. **LAND  
ACKNOWLEDGEMENT**
  
5. **ROLL CALL**                              In attendance were Board members Todd Gebler, Phil Burdick, Tom Williams (via Zoom), and Tristan Guevin. Steve Morse was absent and excused. The meeting was quorate.
  
6. **APPROVAL OF  
PROPOSED AGENDA  
AND CONSENT  
AGENDA**                              **Mr. Burdick** moved, and **Mr. Gebler** seconded to approve the proposed agenda and consent agenda as presented.  
  
Following a roll call vote, the motion **PASSED** without opposition.
  
7. **PERSONS TO BE  
HEARD**                                      There were no persons to be heard at this meeting
  
8. **SPECIAL REPORTS:  
GVT TO GVT**                              There were no Government-to-Government reports at this meeting.
  
9. **BOARD MEMBER  
REPORTS**                                      **Mr. Burdick** reported on the Baranof Renaming Committee, stating that the committee would be finalizing the second community-wide survey later in the week. He stated that the recent work session on the superintendent evaluation resulted in the board agreeing to tie the evaluation to board goals, superintendent goals, and strategic plan goals. They also agreed to look for ways to include stakeholder input. Mr. Burdick attended a national rural schools webinar. He also attended the tech and activities committee meetings during the recent inservice.  
  
**Mr. Gebler** gave an update on the technology committee. The

committee started a review of the policy on academic honesty.  
**Mr. Guevin** attended a Full Service Community Schools Conference in Washington, D.C.  
**Mr. Williams** did not have an update for the board.

## **10. ADMINISTRATIVE REPORTS**

In his Administrative Report to the board, **Interim Superintendent Bradshaw** stated that the budget is in good shape. He informed the board that the fire panels need to be replaced in two schools, and the heat pump in the CTE wing will also need to be replaced. Money will have to be added to the tech fund to replace computers. Enrollment is holding steady. Mr. Bradshaw shared that he is preparing the budget report for the joint work session with the City Assembly. He met with Senator Stedman before Christmas to discuss the retirement system, citing that it is becoming increasingly difficult to recruit teachers in the state.

## **11. NEW BUSINESS**

a. **DISCUSSION OF THE FY25 BUDGET LETTER TO THE ASSEMBLY**

The board held a discussion of what would be presented to the City Assembly during their joint work session.

b. **ADOPTION of BP 6147 – AK READS ACT INTERVENTION PROGRAMS, FIRST READING**

**Mr. Gebler** moved, and **Mr. Burdick** seconded to ADOPT BP 6147 – AK READS Act Intervention Programs, First Reading.

Following a roll call vote, the motion **PASSED** without opposition.

c. **APPROVAL OF BB 9200 – BOARD MEMBERS, FIRST READING**

**Mr. Burdick** moved, and **Mr. Gebler** seconded to approve revisions to BB 9200 – Board Members, First Reading.

Following a roll call vote, the motion **PASSED** without opposition.

d. **APPROVAL OF BB 9260 – LEGAL PROTECTION, FIRST READING**

**Mr. Gebler** moved, and **Mr. Burdick** seconded to approve BB 9260 – Legal Protection, First Reading.

Following a roll call vote, the motion **PASSED** without opposition.

e. **APPROVAL OF BB 9270 – CONFLICT OF INTEREST, FIRST READING**

**Mr. Burdick** moved, and **Mr. Gebler** seconded to approve revisions to BB 9270 – Conflict of Interest, First Reading.

Following a roll call vote, the motion **PASSED** without opposition.

f. **EXECUTIVE SESSION TO**

**Mr. Burdick** moved, and **Mr. Gebler** seconded to go into Executive Session in accordance with and under the provision of

**DISCUSS SEA  
NEGOTIATIONS**

AS 44.62.310(c)(1). The matter discussed was SEA negotiations.

Following a roll call vote, the motion **PASSED** without opposition. The board entered Executive Session at 6:49 p.m. and resumed the open session at 7:50 p.m.

**ADJOURNMENT**

**Mr. Burdick** moved to adjourn the meeting at 7:50 p.m.

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Tristan Guevin, President

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Tom Williams, Clerk

# SITKA SCHOOL BOARD SPECIAL MEETING

January 20, 2024 – 12:00 p.m.

District Office Boardroom

300 Kostrometinoff St.

Sitka, Alaska 99835

Sitka School District

*Interim Superintendent: Steve Bradshaw*

1. **CALL TO ORDER**

The special meeting of the Sitka School Board was called to order by President Tristan Guevin at 12:20 p.m. in the District Office Boardroom.

2. **FLAG SALUTE**

3. **LAND ACKNOWLEDGMENT**

4. **ROLL CALL**

In attendance were Board members Tristan Guevin, Todd Gebler, Phil Burdick, Tom Williams, and Steve Morse. The meeting was quorate.

5. **APPROVAL OF THE PROPOSED AGENDA**

**Mr. Burdick** moved, and **Mr. Gebler** seconded to approve the agenda, as proposed.

The motion **PASSED** without opposition.

There were no persons to be heard at this meeting.

6. **PERSONS TO BE HEARD**

7. **NEW BUSINESS**

- a. **REVIEW OF THE SUPERINTENDENT INTERVIEW PROCESS**
- b. **REVIEW AND SET THE INTERVIEW SCHEDULE AND ON-SITE VISIT FOR SELECTED FINALISTS**
- c. **DETERMINE STAKEHOLDER ENGAGEMENT PLAN**
- d. **EXECUTIVE SESSION**

AASB's JoAnn Bukovich informed the board of the superintendent interview process.

The board discussed and set an interview and on-site visit schedule for the prospective superintendent finalists.

The board discussed and determined a plan for stakeholder input and interaction with the superintendent finalists.

**Mr. Gebler** moved, and **Mr. Williams** seconded to go into Executive Session in accordance with and under the provision of AS 44.62.310 (c) (1) matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the District; and, (2) subjects that tend to prejudice the reputation and character of any person. The purpose of the executive session was to select interview questions, draft a contract, and select finalists to interview.

Following a roll call vote, the motion **PASSED** unanimously.

e. **SELECT TOP FINALISTS**

**Mr. Burdick** moved, and **Mr. Morse** seconded to

offer the position of Superintendent to Dr. Deidre Jenson, pending contract negotiations.

Board comment:

**Mr. Guevin** explained that Dr. Jenson was the only candidate meeting the qualification and background check requirements. He stated that she had proven herself capable of the demands of the job during her tenure filling in for Interim Superintendent Bradshaw when he was away on medical leave. He shared that district admin, staff, and other stakeholders have a very favorable relationship with Dr. Jenson.

**Ms. Bukovich** shared a draft press release for the board to consider forwarding to local media.

**Mr. Morse** moved, and **Mr. Williams** seconded to adjourn the meeting at 6:12 p.m.

f. REVIEW DRAFT PRESS  
RELEASE

8. ADJOURNMENT

**SITKA SCHOOL BOARD SPECIAL MEETING**

**January 25, 2024 – 6:05 p.m.**

**District Office Boardroom**

**300 Kostrometinoff St.**

**Sitka, Alaska 99835**

**Sitka School District**

*Interim Superintendent: Steve Bradshaw*

1. **CALL TO ORDER**

The special meeting of the Sitka School Board was called to order by President Tristan Guevin at 12:20 p.m. in the District Office Boardroom.

2. **FLAG SALUTE**

3. **LAND ACKNOWLEDGMENT**

4. **ROLL CALL**

In attendance were Board members Tristan Guevin, Todd Gebler, Phil Burdick, Tom Williams, and Steve Morse. The meeting was quorate.

5. **APPROVAL OF THE PROPOSED AGENDA**

**Mr. Burdick** moved, and **Mr. Gebler** seconded to approve the agenda, as proposed.

6. **PERSONS TO BE HEARD**

The motion **PASSED** without opposition. **Mike Vieira**, SEA President, congratulated Dr. Jenson on her new position as Superintendent. He reported to the board that the negotiated agreement between SSD and SEA was ratified and approved unanimously by SEA membership.

7. **NEW BUSINESS**

a. **EXECUTIVE SESSION**

**Mr. Burdick** moved, and **Mr. Morse** seconded to go into Executive Session in accordance with and under the provision of AS 44.62.310 (c) (1) matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the District; and, (2) subjects that tend to prejudice the reputation and character of any person. The subject discussed was contract negotiations with incoming Superintendent Deidre Jenson.

Following a roll call vote, the motion **PASSED** unanimously. The board entered executive session at 6:20 p.m. and resumed the special meeting at 7:50 p.m.

b. **APPROVAL OF SUPERINTENDENT JENSON'S CONTRACT**

**Mr. Williams** move, and **Mr. Morse** seconded to approve Superintendent Jenson's 2024-2027 contract.

Following a roll call vote, the motion **PASSED**

8. **ADJOURNMENT**

unanimously.

**Mr. Williams** moved to adjourn the meeting at 7:55 p.m.

# Sitka School District Personnel Report

as of 2/1/2024

<b>Certified Employees Recommended for Employment</b>		
Name	Current Position	Date Effective
<b>Certified Employees Left Employment</b>		
Name	Current Position	Date Effective
<b>Classified Employees Recommended for Employment</b>		
Name	Current Position	Date Effective
LaDuke, Darren	Paraprofessional	01/10/2024
Snyder, Brandon	Paraprofessional	01/23/2024
Daniels, Evelina	Paraprofessional	01/29/2024
<b>Classified Employees Left Employment</b>		
Name	Current Position	Date Effective
Lass, Janelle	Paraprofessional	01/26/2024
Hanson, Lisa	Paraprofessional	01/10/2024
<b>Classified Employees Changed Positions</b>		
Name	Current Position	Date Effective

**ALASKA READS ACT INTERVENTION PROGRAMS**

BP 6147

Note: The purpose of this policy is to implement the intervention programs set forth in the Alaska Reads Act, HB 114.

The Superintendent shall coordinate the establishment of a District-wide reading intervention programs in accordance with AS 14.30.765. The services provided under theseis programs must, to the extent practicable:

1. Be provided by a district reading teacher, or paraprofessional under the supervision of a reading teacher, to all students in grades kindergarten through three who are determined to have a reading deficiency based on the statewide screening tool provided by the Department.
2. Provide explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, reading fluency, oral language skills, and reading comprehension, as necessary.
3. Use evidence-based reading intervention methods that have shown proven results in accelerating student reading achievement within a single school year.
4. Include instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error correction and feedback.
5. Incorporate daily targeted small group reading instruction based on student needs, either in person or online.
6. Monitor the reading progress of each student's reading skills throughout the school year and adjust instruction according to student needs.
7. Be implemented during regular school hours through any available method, including in person or through online delivery by teachers or specialty reading coaches.
8. Be implemented additionally outside of regular school hours, as directed in the student's individual reading improvement plan, for a student who scores at the lowest achievement level on the statewide screening tool.
9. Be reviewed based on a department-approved response to intervention or multi-tiered system support models, addressing additional support and services needed to remedy identified needs.
10. Support reading intervention at home ~~by parents or guardians~~ by offering a list of adult literacy resources and organizations to parents or guardians, as well as providing opportunities for parent or guardian participation in training workshops, and encouraging regular parent or guardian-guided home reading activities.

**Individual Reading Improvement Plans**

The District shall provide each student in grades kindergarten through three who is determined to have a reading deficiency based on the statewide screening tool an individual reading improvement plan. This plan must be in accordance with the provisions set forth in AS 14.30.765(b).

**Notice Requirements**

If at any time during the school year a student in grades kindergarten through three demonstrates a reading deficiency, a District representative shall notify the student's parent or guardian. This notification must be not later 15 days after identification of the reading deficiency and include the information described in AS 14.30.765(c).

**Progression**

Students identified with a reading deficiency shall progress through grades as set forth under AS 14.30.765(d) – (m).

Legal Reference:

ALASKA STATUTES

AS 14.30.760 Statewide screening and support

AS 14.30.765 Reading intervention services and strategies; progression

ALASKA ADMINISTRATIVE CODE

4 AAC 06.400 Statewide literacy screening and support

4 AAC 06.405 Reading intervention services and strategies

4 AAC 06.410 Individual reading improvement plan

4 AAC 06.415 Student Progression

4 AAC 06.490 Definitions

Created 9/2023

Note: The following sample bylaw may be revised to reflect district philosophy and needs.

### **Limits of Board Members Authority**

The School Board has broad but clearly limited powers. The exercise of its authority is restricted to the functions required or permitted by law, and then only when it acts in a legally constituted meeting. Board members have authority only in regularly called meetings of the Board, or when delegated specific tasks by Board action.

The Board is the unit of authority. The Board member is a part of the governing body which represents and acts for the community as a whole. Apart from the normal function as part of the unit, the Board member has no individual authority. No individual member of the Board, by virtue of holding office, shall exercise any administrative responsibility with respect to the schools; nor, as an individual, command the services of any school employee. Individually, the Board member may not commit the district to any policy, act or expenditure.

### **Optional:**

School visits by Board members are encouraged. Principals should receive a courtesy call in advance of a visit. Board members, as with all visitors, must check in with the school office. Board members who visit schools of their own volition have no more authority than any other citizen.

*(cf. 1250 - Visits to the Schools)*

Note: The following is an optional process for Board members to make information requests.

### **Board Member Requests for Information**

Board members should make informed decisions on matters before them for a vote. The Superintendent or designee is responsible for providing the Board with relevant materials to inform the Board on those matters on which it is to act. If Board members desire further information, a request for information shall be directed to the Superintendent, pursuant to the following guidelines:

1. Requests for simple facts. Any Board member may make a request for simple facts to the Superintendent who will forward the request to the appropriate staff member. All responses to requests for simple facts will be provided to the requesting Board member, and copied to the Board President.

2. Requests for reports, research, administrative studies, detailed information, or for information relating to a problem or a potential problem in the District. Some information requests require significant administrative time and explanation to provide the requested response. Individual Board members shall submit such requests to the full Board for consideration. Upon [concurrence of the other board members/majority request of the Board], the request shall then be forwarded to the Superintendent for response.

**BOARD MEMBERS** (continued)

BB 9200(b)

3. Complaints regarding personnel. Board members may have their own complaints regarding District personnel ~~or may hear such complaints from the community~~. These concerns should be privately communicated to the Superintendent.

4. When Board members receive complaints or requests for action from staff, students or members of the public, the Board members will direct the staff, students, members of the public to the appropriate complaint policy. Such information will be conveyed to the superintendent as soon as possible.

5. Requests for legal advice or opinions by a Board member that will incur a cost for the district must be approved by a majority vote of the Board before the request is made to legal counsel. Legal counsel is responsible to the Board.

*(cf. 6162.8 - Research)*

*(cf. 9322 - Agenda/Meeting Materials)*

**Obligations of Members**

Members of the Board must endeavor to attend all meetings, study all materials presented with the agenda prior to attending the meeting, participate in the discussion of any items which come before the Board, and vote on all motions and resolutions, abstaining only for compelling reasons. If no compelling reason requires abstention, members of the Board shall not abstain.

The Board member should not subordinate the education of children and youth to any partisan principle, group interest, or the member's own personal interest.

The Board member should be prepared and willing to devote a sufficient amount of time to the study of the problems of education in the district, the state, and the nation in order to interpret them to the people of the district.

*(cf. 9230 - Meetings)*

*Legal Reference:*

ALASKA STATUTES

*14.14.140 Restrictions on employment*

*Revised 4/2022/2023*

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Bylaws of the Board

**AASB POLICY REFERENCE MANUAL**

**9/92**

Note: For all districts, Sections ~~2361-2368~~8551-8558 of the ~~No Child Left Behind Act~~Every Student Succeeds Act are designed to provide teachers, principals and other school professionals, including board members, the tools they need to undertake reasonable actions to maintain order, discipline and an appropriate educational environment. Section ~~2366-8556~~ limits the liability of a school employee or official for acts or omissions when he/she is acting within the scope of employment or district responsibilities and his/her actions were in conformity with federal, state and local laws in an effort to control, discipline, expel or suspend, or maintain order or control in the classroom or school.

Limitations on liability do not apply when the officer or employee: (1) acted with willful or criminal misconduct, gross negligence, recklessness or a conscious or flagrant indifference to the harmed student's right to safety; (2) caused harm by operating a motor vehicle; (3) violated a federal or state civil right law (e.g., sexual harassment, discrimination, IDEA claims); (4) was convicted of a sexual offense, crime of violence or act of terrorism; or (5) was under the influence of alcohol or drugs.

If a civil action is brought against the employee or officer, and the laws' conditions are satisfied, Sections ~~2366-8556~~ and ~~2367-8557~~ limit the amount of the employee's/officer's liability to a formula based on the percentage of responsibility for the harm, and also limits punitive damages. ~~The provisions of the law took effect on April 8, 2002.~~

The School Board shall provide insurance necessary to protect Board members, officers, and employees from any judgment resulting from suits brought against them alleging their liability while acting within the scope of their employment and/or under the direction of the Board. The insurance shall cover claims in such matters as civil rights actions, negligence, or other act resulting in accidental injury to any person or property damage in or out of the school buildings

*(cf. 3530 - Risk Management)*

*Legal Reference:*

ALASKA STATUTES

14.12.115 Indemnification

~~— No Child Left Behind Act of 2001~~Every Student Succeeds Act, §§ 2361-2368~~8551-8558 (P.L. 107-110)(P.L. 114-95)~~

*Revised ~~1/03~~4/2022*

Note: Alaska Statute 29.20.010 requires each municipality to adopt a conflict of interest code. Alaska Statute 39.50.145 authorizes a municipality to exempt municipal officers from state conflict of interest financial reporting requirements. ~~Accordingly, districts should consult local law to determine if additional conflict of interest requirements must be addressed. The following sample bylaw should be revised as appropriate to reflect district philosophy and needs.~~

In order to instill public confidence in public office and provide public accountability, School Board members shall disclose and avoid conflicts of interest involving any matter pending before the School Board. A conflict of interest exists when a member has a personal or financial interest on a matter coming before the Board that could render the member unable to devote complete loyalty and singleness of purpose to the public interest. School Board members owe the public a duty to act in the best interests of the district.

**Decision making.** The Board recognizes that when no conflict of interest requires abstention and/or recusal, its members must vote on issues before the Board. If a board member or his or her~~their~~ family member may benefit personally or financially from a Board decision, that board member must provide full disclosure of the conflict or potential conflict of interest to the Board. The Board, without that member's participation, will then approve or disapprove of the member's deliberations and voting on the issue. If the Board determines a conflict of interest prohibits participation, the member shall recuse themselves and abstain from deliberations and voting.

**Appearance of impropriety.** When a situation may create the appearance of impropriety, even where state and federal laws do not require any action, the board member shall fully disclose the circumstances. The Board, without that member's participation, will then approve or disapprove of the member's deliberations and voting.

Board members who have an actual or potential conflict of interest requiring disclosure shall not seek to influence the decisions of staff or other board members on the underlying matter, or on the member's participation in the matter.

**Other duties.** School Board members are expected to avoid conflicts of interest in their other duties. This includes:

- a. **Confidential information.** School Board members shall not disclose or use confidential information acquired during the performance of official duties as a means to further their own personal or financial interests or the interests of a family member.
- b. **Gifts.** School Board members shall not accept a gift or economic benefit that would tend to improperly influence a reasonable person or where board members know or should know the gift is offered for the purpose of influencing or rewarding official action.
- c. **Business dealings with staff.** School Board members shall not engage in financial transactions for private business purposes with district staff whom board members directly or indirectly supervise.

- d. Compensation for services.** School Board members shall not receive any compensation for services rendered to the district from any source, except compensation for serving on the School Board and reimbursement of expenses incurred as a board member, as allowed by policy and law.

**Other legal obligations.** School Board members shall comply with state and federal laws pertaining to conflicts of interest. Nothing in this policy restricts or affects board members' duties to comply with those laws.

*(cf. 3115 - Relations with Vendors)*

*(cf. 4112.8 - Employment of Relatives)*

*(cf. 2300 - Conflict of Interest Code: Designated Personnel)*

*Legal Reference:*

ALASKA STATUTES

*14.08.131 Disqualification from voting for conflict of interest*

*14.14.140 Restriction on employment*

*11.56.100 - 11.56.130 Bribery and related offenses*

*29.20.010 Conflict of interest*

ADMINISTRATIVE CODE

*4 AAC 18.031 Employment of members of immediate families of school board members*

*4 AAC 18.900 Definitions*

*Revised [3/20154/2022](#)*

## Baranof Renaming Committee

### Committee members

1. School Board President or designee
  - a. Phil Burdick burdickp@sitkaschools.org
  - b. Steve Morse morses@sitkaschools.org
2. The school principal
  - a. Jill Lecrone [lecronej@sitkaschools.org](mailto:lecronej@sitkaschools.org)
3. Administrator
  - a. Deidre Jenson jensond@sitkaschools.org
4. Sitka Tribe of Alaska Representative
  - a. Lisa Gassman lisagassman@gmail.com
  - b. Charlie Skultka skultkach@sitkaschools.org
5. Sitka School District Cultural Director
  - a. Jule Leblanc/Jessica Christianson christiansonj@sitkaschools.org
  - b. Jamie Bradley (Cultural Para) bradleyj@sitkaschools.org
6. A SEA and/or SESPA representative from the school
  - a. SEA: Laurie Duncan duncanl@sitkaschools.org
  - b. SESPA: Sami Schaeffer schaeffers@sitkaschools.org
7. A school parent representative
  - a. Jill Kisaka (parent) jillkisaka@hotmail.com
  - b. Tiffany DeWitt dewittt@sitkaschools.org
8. Community member(s)
  - a. Blossom Teal-Olsen [twitchellblossom@gmail.com](mailto:twitchellblossom@gmail.com)
  - b. Melonie Boord mboord@yahoo.com
9. Tribal elder
  - a. Nancy Douglas nancy.douglas@tideseducation.net
10. City of Sitka Representative
  - a. JJ Carlson jayj.carlson@gmail.com
11. Student body representative(s)
  - a. Matthew Kisaka
  - b. Felix Myers



# BARANOF ELEMENTARY SCHOOL

Renaming Committee

---

## **\*Committee Members: (Representatives from the Board Policy)**

### **School Board President or designee**

- Phil Burdick
- Steve Morse

### **The school principal**

- Jill Lecrone

### **Administrator**

- Deidre Jenson

### **Sitka Tribe of Alaska Representative**

- Lisa Gassman
- Charlie Skultka

### **Sitka School District Cultural Director**

- Jule Leblanc/Jessica Christianson
- Jamie Bradley (Cultural Para)

### **A SEA and/or SESPA representative from the school**

- SEA: Laurie Duncan
- SESPA: Sami Schaeffer

### **A school parent representative**

- Jill Kisaka (parent)
- Tiffany DeWitt

### **Community member(s)**

- Blossom Teal-Olsen
- Melonie Boord
- Dawn Georgia

### **Tribal elder**

- Nancy Douglas (Later she stepped down as she moved away and could no longer participate.)

### **City of Sitka Representative**

- JJ Carlson

### **Student body representative(s)**

- Matthew Kisaka
- Felix Meyers

## First Meeting Sept 15th:

\*Selected Roles: Blossom Teal-Olsen - Committee Chair, Dawn Georgia - Committee Secretary

\*Reviewed Board Policy 1332 and AR 1332

## Second Meeting: Established Timeline (throughout the process, small adjustments as needed) :

- ❑ **Report to School Board - regularly**
- ❑ **October 6** - PSA Issued indicating we are renaming Baranof Elementary School.  
Information about school board policy
- ❑ **October 12** - Finalize General Survey (open ended) at Committee Meeting 4:30 pm
- ❑ **October 13** - PSA Issued with info on how to do the survey - Elders Coffee, Baranof Bingo, Parent/Teacher conferences
- ❑ **October 16-Nov 16** - Allow feedback to general survey (open ended) for suggestions.
  - Schedule Morning Interview on KCAW
- ❑ **November 17** - Committee Meeting to review feedback
- ❑ **November 17-Jan 2** - translate names, narrow choices down
- ❑ **January 12-Feb 2nd** - Second survey issued with choices, accept votes on top 5 choices
- ❑ **Feb 2nd** - Committee meeting to review feedback
- ❑ **10 days prior to Feb 7** - Submit recommendations to school board on the board agenda.
- ❑ **Feb 7** - School Board considers recommendations
- ❑ **Mar 6** - School Board makes decision (Sheet'ka Kwaan Naa Kahidi)
- ❑ **May 2024** - Celebration of new name - family barbeque

## Key Points throughout the Process:

\*The intent of the process is to assist in healing, and this was discussed throughout the process.

\*Transparency is important for this healing even if the conversation is difficult.

\*Community input was important; multiple opportunities for input, including access (time and places) to give input.

- Online link to survey
- Elder coffee time
- BES bingo nights
- Parent teacher conferences
- Table at Sea Mart
- Paper survey at Sitka Public Library

\*Traditional ways of naming buildings/places were discussed, as well as previous renaming processes such as Keet Gooshi Heen, Sitka Public Library, and the Homeless Coalition renaming.

\*Broad representation on the committee with multiple representatives making the committee larger. Conflict around representation was discussed.

\*We had a total of 8 meetings (meeting notes are in the sharepoint folder).

## Key Points Continued:

\*The first survey was to generate suggestions resulting in 421 suggestions. Community was allowed to submit multiple responses to the survey.

\*From the results of the first survey, the committee narrowed it down to 268 to follow board policy (excluding suggestions of a person's name). Each committee member selected up to 20 suggestions. These were then ranked in order of popularity with the committee members.

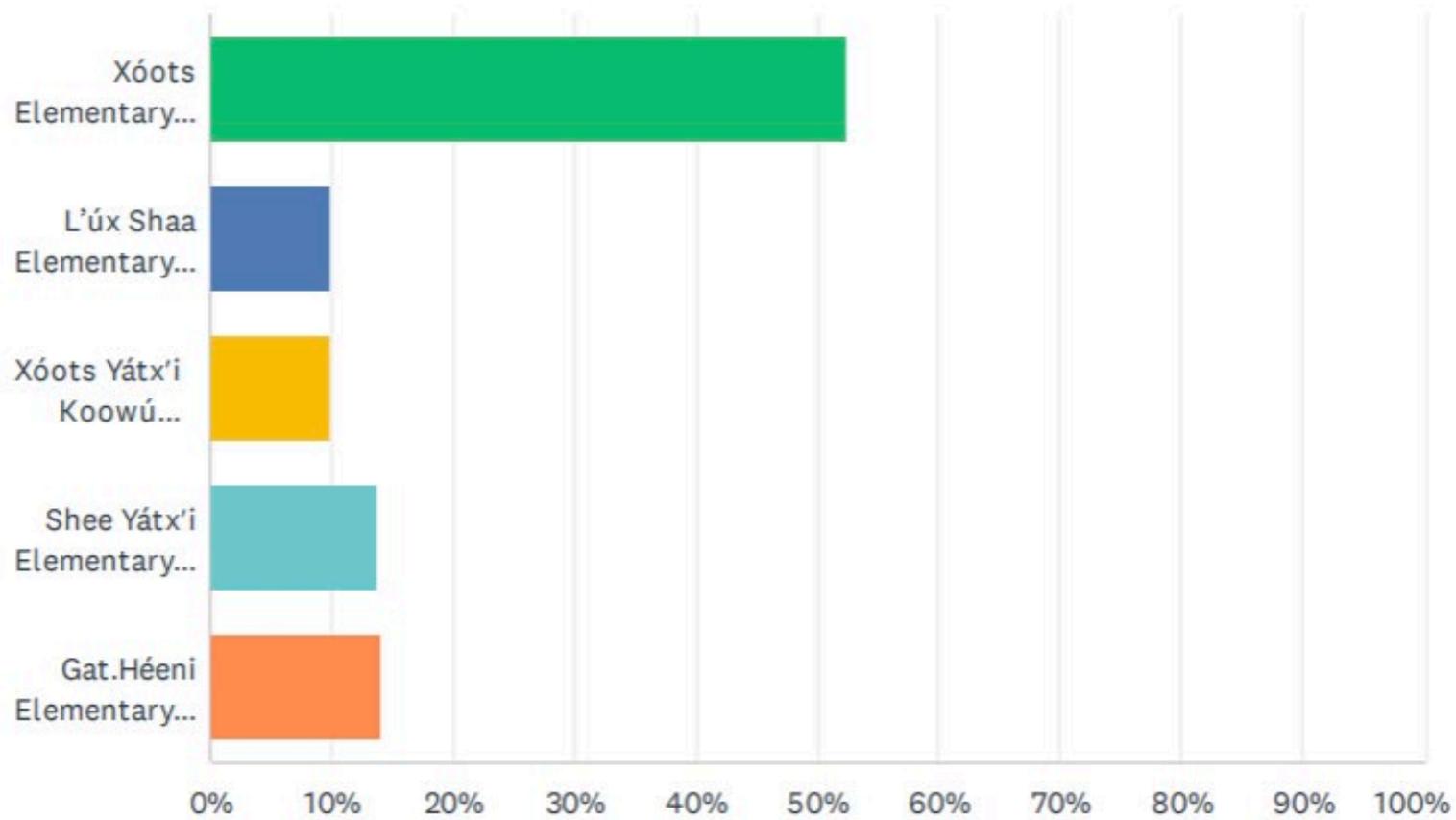
\*The committee met again to narrow the options down to 6 names for second survey. Discussion took place which resulted in eliminating one of these choices, erasing any suspicion that the name was after any individual.

\*The second survey consisted of 5 names, including recordings of pronunciations of the names.

\*The final community survey allowed for people to cast one anonymous vote per IP address for a total of 577 votes.

# Q1 Please click ONE option below.

Answered: 577 Skipped: 0



ANSWER CHOICES	RESPONSES	
Xóots Elementary School (Brown Bear Elementary School) Info · Xóots Elementary School (Brown Bear Elementary School)	52.51%	303
L'úx Shaa Elementary School (Mt. Edgecumbe Elementary School) Info · L'úx Shaa Elementary School (Mt. Edgecumbe Elementary School)	9.88%	57
Xóots Yátx'í Koowú Elementary School (Den of Bear Cubs Elementary School) Info · Xóots Yátx'í Khoowú Elementary School (Den Of Bear Cub Elementary School)	9.88%	57
Shee Yátx'í Elementary School (Children of Shee Elementary School) Info · Shee Yátx'í Elementary School	13.69%	79
Gat.Héeni Elementary School (Sockeye Stream Elementary School) Info · Ghat.Héeni Elementary School (Sockeye Stream Elementary School)	14.04%	81
TOTAL	577	

The committee feels there was a lot of time and careful thought put into the process and confidently presents to the board for consideration the three **HIGHEST** ranking names from the second survey:

**Xóots Elementary School  
(Brown Bear Elementary School)  
Received 303 votes (51.5%)**



**Gat.Héeni Elementary School  
(Sockeye Stream Elementary School)  
Receiving 81 votes (14.4%)**



**Shee Yátx'i Elementary School  
(Children of Sitka Elementary School)  
Receiving 79 votes (13.69%)**



**Gunalchéesh, Háw'aa, Thank you!**

**Sitka School District**  
**January 31, 2024 Board Report**

**Monthly Revenue Report**

Account No	Account Description	Current Budget	YTD Encum	YTD Revenues	Remaining Balance	Percent Outstanding
24-100-000-000-000-011	CITY/BORO APPROPRIATION	7,697,278.00	0.00	4,490,078.81	3,207,199.19	41.67%
24-100-000-000-000-040	MISC. LOCAL REVENUE	45,000.00	0.00	17,012.59	27,987.41	62.19%
24-100-000-000-000-047	E-RATE REVENUE	69,076.00	0.00	0.00	69,076.00	100.00%
24-100-000-000-000-050	QUALITY SCHOOLS	41,830.00	0.00	0.00	41,830.00	100.00%
24-100-000-000-000-051	FOUNDATION	11,407,579.00	0.00	6,624,296.00	4,783,283.00	41.93%
24-100-000-000-000-052	HB281 ALLOCATION	888,891.00	0.00	0.00	888,891.00	100.00%
24-100-000-000-000-056	TRS ON-BEHALF	1,184,878.90	0.00	0.00	1,184,878.90	100.00%
24-100-000-000-000-057	PERS ON-BEHALF	82,576.10	0.00	0.00	82,576.10	100.00%
24-100-000-000-000-090	MISC. STATE REVENUE	7,000.00	0.00	0.00	7,000.00	100.00%
24-100-000-000-000-110	IMPACT AID	70,000.00	0.00	0.00	70,000.00	100.00%
24-100-000-000-000-190	FEDERAL THROUGH OTHER IN	360,000.00	0.00	0.00	360,000.00	100.00%
24-100-000-000-000-250	FUND TRANSFER	1,743,423.00	0.00	0.00	1,743,423.00	100.00%
<b>Report Total</b>		<b>23,597,532.00</b>	<b>0.00</b>	<b>11,131,387.40</b>	<b>12,466,144.60</b>	

**Monthly Expense Report**

Accounts Summarized By Function	Current Budget	YTD Encumbrance	YTD Expenditures	Remaining Balance	Percent Available
100 - REGULAR INSTRUCTION	9,049,515.97	35,990.68	3,906,251.22	5,107,274.07	56.44%
120 - BILINGUAL/BICULTURAL	110,540.42	0.00	44,060.30	66,480.12	60.14%
130 - ENRICHMENT	3,498.40	0.00	477.52	3,020.88	86.35%
140 - CORRESPONDENCE STUDY	385,702.36	112,263.66	145,267.67	128,171.03	33.23%
160 - VOCATIONAL EDUCATION	375,784.98	335.60	153,521.22	221,928.16	59.06%
200 - SPECIAL ED INSTRUCTION	4,522,803.46	146,378.42	2,120,046.13	2,256,378.91	49.89%
220 - SPECIAL ED SUPPORT	1,028,229.54	286.24	431,685.41	596,257.89	57.99%
300 - PUPIL SUPPORT	9,626.62	0.00	0.00	9,626.62	100.00%
320 - GUIDANCE	540,003.21	0.00	236,703.25	303,299.96	56.17%
330 - HEALTH SERVICES	111,225.67	227.15	59,840.16	51,158.36	46.00%
350 - SUPPORT SERVICES	218,000.00	57,564.00	95,602.53	64,833.47	29.74%
351 - IMPROVEMENT INSTRUCTION	3,000.00	0.00	0.00	3,000.00	100.00%
352 - LIBRARY SERVICE	325,927.57	0.00	148,470.77	177,456.80	54.45%
400 - SCHOOL ADMINISTRATION	1,188,182.34	1,610.17	547,696.01	638,876.16	53.77%
450 - SCHOOL ADMIN. SERVICES	690,532.12	0.00	371,873.66	318,658.46	46.15%
510 - DISTRICT ADMINISTRATION	161,630.57	27,612.80	143,639.78	-9,622.01	-5.95%
511 - SCHOOL BOARD	86,378.80	13,673.52	36,918.06	35,787.22	41.43%
512 - SUPERINTENDENT'S OFFICE	398,418.90	600.00	247,443.17	150,375.73	37.74%
518 - SAFETY AND SECURITY	1,000.00	0.00	0.00	1,000.00	100.00%
550 - DISTRICT ADMIN. SUPPORT	484,972.91	1,662.50	443,259.77	40,050.64	8.26%
556 - TECHNOLOGY SERVICE	497,263.46	5,435.00	318,508.90	173,319.56	34.85%
600 - MAINTENANCE/OPERATIONS	2,855,982.46	311,861.72	1,501,059.71	1,043,061.03	36.52%
700 - Athletics	288,066.52	0.00	103,010.68	185,055.84	64.24%
780 - COMMUNITY SERVICES	3,251.00	0.00	0.00	3,251.00	100.00%
900 - FUND TRANSFERS	258,000.00	0.00	132,000.00	126,000.00	48.84%
<b>Report Total</b>	<b>23,597,537.28</b>	<b>715,501.46</b>	<b>11,187,335.92</b>	<b>11,694,699.90</b>	

**Revenue - Expenses Totals: -55,948.52**

\*The State has required all Districts to recognize and report on their financial statements their portion of the TRS/PERS relief as passed by 2008 Legislature appropriation.

Demographic / Enrollment (Headcount) Breakdown

As of 2/2/2024

	BES	KGH	BMS	SHS	PHS	RCH	Total
PK	19					0	19
KG	69					11	80
1	74					5	79
2		71				6	77
3		56				5	61
4		70				4	74
5		74				2	76
6			81			1	82
7			90			5	95
8			74			4	78
9				96	13	1	110
10				80	9	0	89
11				84	11	3	98
12				73	11	3	87
<b>Bldg Total</b>	<b>162</b>	<b>271</b>	<b>245</b>	<b>333</b>	<b>44</b>	<b>50</b>	<b>1105</b>

**Sitka Education Association  
and  
Sitka School District**

**Negotiated Agreement**

**July 1, 2024 – June 30, 2027**

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## **ARTICLE I – ADMINISTRATION**

### **Section 1 - RECOGNITION**

The Board recognizes Sitka Education Association as the bargaining agent for all regularly employed certified staff under regular contract except the Superintendent of Schools and his/her assistants or principals. The Association shall continue to have representative status for the duration of this Agreement.

## Section 2 - OPENING INSTRUCTIONS

Upon the written request of either party, delivered respectively to the Superintendent of Schools or the President of Sitka Education Association, to open negotiations, a mutually acceptable meeting date shall be set not more than thirty (30) days following the request. Once communications begin, both parties agree that no more than twenty (20) days will elapse between communications. In any event, the two parties agree to meet by November 30, of the year this contract expires.

### Section 3 - NEGOTIATING TEAM

No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of the Association for purposes of negotiations. All conditions of the meeting will be according to State Statutes as applicable. Neither party will attempt to exert any control over the other's selection of its representatives.

#### Section 4 - STATUS OF AGREEMENT

Any individual contract between the District and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede any rules, regulations, or practice of the Board, which shall be contrary to or inconsistent with its terms.

## Section 5 - THE AGREEMENT

When tentative agreement is reached on a proposal, the proposed Agreement shall be reduced to writing. When all items have been tentatively agreed to, they shall be submitted for approval and/or ratification to the Board and the Association.

## Section 6 - CONFORMITY TO LAW

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## Section 7 - PRINTING/DISTRIBUTION

The Association and the Board will share costs regarding the printing and distribution of ~~50~~ **75** copies of this agreement in the following manner:

- ~~• The Association will provide labor.~~
- The District will **submit** ~~provide~~ the master document **for professional printing and binding.** ~~paper, and the duplicating equipment.~~
- Printed copies of this agreement will be distributed to school board members, union leadership and school representatives, and district and school administration.

The Board shall make available copies in the District Office and will post it on the public district website.

## Section 8 - AGREEMENT ADMINISTRATION

At the request of either party, the Superintendent and/or a designee shall meet with the Association President and/or a designee. The parties agree that such conferences are for the purpose of information sharing only. By mutual agreement, additional representatives may be in attendance.

Teachers' rights to meet directly with the Administrative staff in an expeditious manner shall not be affected by this provision.

## Section 9 - MANAGEMENT RIGHTS

Terms and conditions of employment not covered or abridged in the Negotiated Agreement shall continue to be subject to the Board's exclusive direction and control.

Nothing in this Agreement may be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the School Board, including its right to make final decisions on policies.

1. The determination of the methods, number and type of personnel and educational program(s) necessary to accomplish the Board's responsibilities.
2. The right to manage the affairs of the District in a way to provide maximum service to the investing public

## Section 10 - SUPPLEMENTAL AGREEMENTS

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

Notwithstanding the above, this Agreement may be amended at any time by mutual agreement of the parties hereto. Any such agreements will be reduced to writing and if ratified by both parties, shall become a part of the larger Agreement and subject to all of its provisions.

## Section 11 - DEFINITIONS

1. School
  - the Sitka School District
2. Association
  - Sitka Education Association
3. Board
  - the Sitka School Board
4. Agreement
  - the Collective Bargaining Agreement negotiated between the Association and the Board
5. Bargaining Unit
  - all certified staff under a Teacher Contract except the principals, assistant principals, and certificated directors.
6. Days
  - contractual days, excluding holidays
7. Teacher
  - certificated staff member in the bargaining unit
8. Certified
  - that teacher who possesses a valid Alaska Teaching Certificate issued by the Alaska Department of Education and Early Development (DEED)
9. Qualified
  - that teacher who possesses a valid Alaska Teaching Certificate issued by the Alaska Department of Education and Early Development (DEED) and the appropriate endorsement(s) and major(s) for the grade or subject area
10. Accredited
  - a college/university accredited by one of the six regional accreditation associations, ~~the Middle States Commission on Higher Education (MSCHE); New England Association of Schools and Colleges (NEASC); Higher Learning Commission (HLC); Northwest Commission on Colleges and Universities (NWCCU); Southern Association of Colleges and Schools (SACS); or the Western Association of Schools and Colleges (WASC).~~
11. Student Contact Day
  - the portion of the day that students are scheduled to attend.
12. Immediate Family
  - is defined as parent, grandparent, parent-in-law, brother, sister, spouse, son, daughter, grandchild, or person with whom one has had equivalent association (which could include aunt, uncle, foster child(ren), brother-in-law, and/or sister-in-law).
13. Affiliation
  - any reference to the National Education Association (NEA) also includes NEA-Alaska.

14. Daily Rate • will be calculated at MA 4 on the current salary schedule.

15. Hourly Rate • will be calculated by dividing the current daily rate by 7.5 hours

16. District Directed Transfer • a teacher involuntarily transferred either between classrooms, elementary grade levels, or buildings

## **ARTICLE II - BUSINESS**

### **Section 1- PAYROLL PROCEDURES**

Options will be extended to the teachers as to the number of pay periods desired. However, due to the varied options and alternatives extended to the teachers, once a teacher chooses the plan best suited to fit their needs, the pay schedule shall not be changed except in cases of emergency and only upon written request by the teacher to the Superintendent of Schools. With this in mind, the following payroll procedures will be followed:

1. A teacher may elect to receive the contract salary on a nine (9) or twelve (12) month basis.
2. Other than August, which may require a per diem calculation for payroll, paychecks will be issued on the fifteenth (15<sup>th</sup>) of the month, and the last day of the month. If the fifteenth (15<sup>th</sup>) day or the last day falls on a Saturday or Sunday, the payday will be on the preceding Friday. Payroll is processed electronically unless there is a legitimate need to have a payroll check printed. If a teacher needs a one-time printed payroll check, the teacher may make a request to the Business Manager no later than six (6) business days before the next payroll.
3. Payday for the pay period including the end of the school year will be the teacher's last contracted day of that period. On that payday, the teacher will be paid all remaining salary. Personal Leave reimbursement will be paid as outlined in Article III, Section 5 - Personal Leave.
4. In no event will any teacher be paid any portion of their contract salary before services are rendered.
5. The Board shall make a notation in the teacher's annual employee update document notifying the teacher of the expiration date of their teaching certificate on the first day of each school year. The annual employee update document requires a signature. Other documentation will be provided electronically and available on the District's website. As a courtesy, four (4) months prior to due date, the District will provide notification to the teacher of the expiration date of their teaching certificate.

## Section 2 - PAYROLL DEDUCTIONS

The following specific items will be subject to payroll deductions provided authorization is given by the teacher on forms provided by the School District.

Changes during the school year for payroll deductions shall be limited to four (4) by any one teacher.

1. Retroactive retirement.
2. Health, life, and accident insurance for dependents of employees. The carriers providing health, life, and accident insurance for the District will be the only companies involved.
3. Assignment of banks, savings, or loan institutions or annuities, individual retirement accounts, deferred compensation plans, and saving plans.
  - a. The District shall, after having received written approval from the teacher and the assignee, forward the designated amount to the appropriate institutions within one (1) week following payday. The District shall be held harmless for any and all delays in the amount reaching the designated institutions.
4. The District agrees to offer, and allow SEA members to participate in, the Sitka School District 403b Retirement Plan and the State of Alaska 457 plan.
5. The Board shall deduct Sitka Education Association unified dues from all Association members. SEA will annually advise the District of the amount of the Unified Association dues by September 10<sup>th</sup>.

### Section 3 – INFORMATION TECHNOLOGY

The District will provide information technology to teachers in their classroom and/or office. Each building will establish an on-going process to determine and implement identified student, staff and building technology needs.

**Additionally, a technology committee consisting of one (1) teacher from each building appointed by the SEA president and three (3) representatives appointed by the superintendent will be established. This on-going committee will meet at least three (3) times yearly to elicit input from staff on tech needs, identify needed and necessary trainings, determine and communicate district technology goals and recommend how the technology monies approved by the Board should be allocated. Teachers appointed to this committee will be compensated at 1% of MA4 on the current year's salary schedule. There is no expectation that members on this committee will deliver trainings.**

## **ARTICLE III – PERSONNEL**

### **Section 1 - LEAVES OF ABSENCE WITHOUT PAY**

**1.1 - General Conditions.** A leave of absence without pay is not an interruption of the continuous service necessary to retain retirement, accumulated leave, or tenure rights. However, such leave time cannot be counted to acquire tenure rights, to accrue leave, or to advance on the salary schedule, except as noted below.

**1.2 - Short Term Leave of Absence Without Pay.** Short term leaves of absence without pay may be granted by the Superintendent of Schools after submission of the request through regular Administrative channels.

**1.3 - Long Term Leave of Absence Without Pay.** Long Term leaves of absence without pay shall be for a full year and may only be granted by the Board.

All leave applications to the Board, Active Leave Without Pay and Inactive Leave Without Pay, must be made as early as possible in the school year, but no later than March 1 of the school year preceding the school year for which the application is made. For compelling reasons, the Board may review an application received after March 1 . The applicant must provide the Board with a formal written plan stating the dates of leave and return, and justification for the leave of absence. An oral presentation of the application may be requested by the Board and/or the applicant.

**Active Leave Without Pay:** Active Leave Without Pay shall mean an approved long-term leave of absence without pay, with a guaranteed return to the teacher's former position. The Board retains sole discretion in how many leaves it will or will not grant. Teachers who are on Active Leave Without Pay shall notify the Superintendent of Schools on or before March 1 of their intention to return for the school term following their leave. Failure to do so will constitute the teacher's resignation.

**Inactive Leave Without Pay:** The Board agrees to pay the District's contribution to the teacher's salary for retirement if the approved leave is for one of the following reasons:

1. State Political Office
2. State or National NEA Office
3. Teacher exchange program
4. An activity approved by the School Board, which has as its primary purpose improvement of teaching performance.

The teacher shall reimburse the District for all costs in connection with required TRS contributions made by the District for a teacher on Active Leave Without Pay.

An Inactive Leave Without Pay is defined as an approved long-term leave without pay, without a guarantee of immediate employment upon return from the leave period. An unlimited number of Inactive Leave Without Pay may be approved by the Board. A teacher returning from a Inactive Leave Without Pay will remain on leave status until he/she can be assigned to a vacant position for which he/she is qualified, and must accept or reject the assigned position. Failure to accept will constitute the teacher's resignation.

An approved Active or Inactive Leave Without Pay may be rescinded upon the mutual agreement of the Board and the teacher. Any substantial deviation from the plan by the teacher on Active Leave Without Pay, without prior approval from the Superintendent, may result in disciplinary action.

## Section 2 - SABBATICAL LEAVE

One (1) teacher from the District per year may be allowed to take a sabbatical leave, provided an eligible teacher makes application for such leave. If more than one (1) teacher applies in any one year, seniority in years of service with the District will determine the teacher granted the leave, provided all other criteria of the applications are equal.

Eligibility criteria for sabbatical leave include: at least seven (7) years in the District; statement of purpose; educational plan or course work and contribution toward a degree; and rationale for such a leave benefiting the District's educational system. Completion of an application outlining these requirements must be submitted to the Board for approval no later than March 1 of the school year preceding the planned year of leave.

A completed sabbatical leave must result, between the last date of employment and the first day of school after reemployment, in the awarding of at least two (2) semesters of full-time graduate credit toward receipt of a graduate degree and the applicant must also have already taught two (2) years in the major area of study in which the graduate work is done. The Board may waive these requirements.

A year of sabbatical leave, as well as leaves of absence granted for an exchange or overseas program and for professional study, shall count as one (1) year seniority.

Compensation may range, at the discretion of the Board, from no salary or benefits to half salary with benefits.

### Section 3 – ASSOCIATION LEAVE

The Board shall provide up to twenty-seven (27) days Association leave for teachers to be used at the discretion of the Association. An authorization statement from the president of the Association, which shall accompany the application for such leaves, will be sufficient justification.

This leave does not include days of professional leave used by teachers (not to exceed six teachers) for attending the Alaska State Delegate Assembly.

The Board shall provide the Association President up to ten (10) days per year of additional release time to administer Association duties. This leave must be taken in half-day or greater increments.

#### Section 4 - PROFESSIONAL LEAVE

Teachers may be excused for professional purposes without loss of pay upon written application to and approval by the Superintendent of Schools. All absences for professional reasons, that is, those reasons which will benefit and promote the work of the District, must be approved at least two (2) weeks before such absence is granted. As often as possible, teachers will request professional leave at least four (4) weeks prior.

Approval for such absence must be in writing from the Superintendent's Office. If circumstances are such that there is other compensation afforded or where the time will be devoted to furthering interest of a particular organization or group, arrangements will be made for the adjusted compensation.

In the event of ferry or airline delay caused by a mechanical or weather issues, a teacher may remain on professional leave, with the Superintendent's or the Superintendent's designee's approval at time of event, until their return on the earliest available commercial transportation.

## Section 5 - PERSONAL LEAVE

Teachers shall be entitled to 4 days of personal leave per year.

1. Personal leave days accrue on the first day of each school year. Teachers may use or accrue up to ~~seven (7)~~ **eight (8)** personal leave days per year, subject to the conditions described in items 1 through ~~4-5~~. Each teacher's unused days over ~~seven (7)~~ **eight (8)** will be reimbursed at ~~\$300 per day~~. **the current calculated daily rate**. Reimbursement will occur within five (5) business days of the employee's last contracted day.
- 2. Teachers may purchase up to four (4) additional personal days at the current calculated daily rate or the teacher's daily rate whichever is less through the business office and a payroll deduction for a maximum of ten (10). No purchased days may be accrued or reimbursed.**
3. Personal leave will be granted only upon a written request submitted to the principal at least one (1) day (twenty-four {24} hours) prior to the day leave is requested.
4. No more than ten (10) percent of the total staff or ten (10) percent of any individual building unit may be absent at any one time. At least one (1) leave will be granted per building if less than ten (10) teachers comprise a building unit.
5. Lesson plans shall be submitted to the building principal and approved by him/her before the request for personal leave will be granted.
6. Leave shall not be granted during the first five (5) contract days of the school year, or the last five contract days of the school year, or from any in-service, parent-teacher activity, with the exception of major life events such as weddings, graduations, taking children to college, etc., or, if identified on a building test schedule, the days a teacher is required to administer the annual required state wide assessment.

## Section 6 - SICK LEAVE

Teachers may use sick leave for their own personal health and to attend members of the immediate family who are seriously ill, require hospitalization, outside consultation or when day care for a dependent is unexpectedly unavailable.

Sick leave may be used for medical, dental, and other health services referred by a qualified physician. Routine appointments should be scheduled outside duty hours. Furthermore, sick leave may be used in the event of a death in the immediate family.

A teacher absent from school on sick leave for more than three consecutive (3) days may be required to submit to the Superintendent a doctor's certificate.

The District shall advance **6 days of the** anticipated entitlement of sick leave at the beginning of the school year. Sick leave days used in advance and not earned to date shall be deducted from the teacher's last paycheck should the teacher not fulfill the teaching contract for any reason.

As professionals, both parties agree that sick leave will be used appropriately.

## Section 7 – BEREAVEMENT LEAVE

Bereavement leave of two (2) days shall be granted upon a death in a teacher's immediate family or of a household member. An additional three (3) days may be granted after exhausting sick leave and personal leave. Application for the additional three (3) days is made to the Superintendent. The Superintendent's decision upon whether to grant, or not, the additional leave is final and not subject to grievance rights.

## Section 8 - FAMILY LEAVE

If a member of the Sick Leave Bank, the teacher will qualify for paid family leave once per school year.

Family leave is available for the following conditions during the contract year:

1. a teacher becoming a parent: natural, adoptive, or foster.
2. a teacher caring for a child, parent, or spouse with a serious health condition may use family leave after having exhausted their sick leave and prior to application to the Sick Leave Bank
3. a teacher who has a serious health condition may use family leave after having exhausted their sick leave and allowable days of Sick Leave Bank

When a teacher meets one of the above conditions, they may receive up to fifteen (15) consecutive contract days of family leave within the teacher's contract for the current year.

Teaching couples will not use family leave simultaneously except for the first week, unless there are serious health conditions to mother and/or child. Another three (3) weeks may be used from sick leave.

The Association will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted or action brought because of the family leave provisions herein. The Association and its membership acknowledge that the family leave provisions apply only to those specified and do not extend to any other employees and agree to govern the use of family leave through the Leave Governing Committee. (Section 28)

The governing committee's action(s) regarding family leave (the first three (3) weeks) is/are not subject to grievance rights; however, a teacher has the right to request a review meeting with the Leave Governing Committee within five (5) days from receipt of the denial.

The Family and Medical Leave Act (FMLA) provides eligible employees up to 12 workweeks of unpaid leave a year and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. The Alaska Family Leave Act (AFLA) provides a job-protected absence for up to 18 weeks in a 24-month period to eligible employees for a qualifying serious medical condition. It also provides a job-protected absence for up to 18 weeks in a 12-month period to eligible employees for pregnancy, childbirth or adoption.

Any available paid leave (family, sick, personal, and sick leave bank) will run concurrently with FMLA and AFLA leave. Employees may be required to submit fitness-for-duty forms prior to return to work.

## Section 9 - SICK LEAVE BANK

### 1. Purpose

- a. The sick leave bank is hereby established to enable a teacher, because of unusual circumstances, to receive continuing sick leave benefits after personal accrued sick leave has been exhausted.

### 2. Eligibility

- a. Any teacher in the bargaining unit may become a member of the sick leave bank by contributing one (1) day of sick leave provided the teacher has sufficient accrued days from which to contribute to the bank. Those teachers, whether new to the District or previously employed, may join the District sick leave bank during the open enrollment period of August 15 to September 30 by contacting the District Business Office.
- b. Membership shall be continuous after initial enrollment unless written notification of withdrawal is given on or before the fifteenth (15<sup>th</sup>) school day after the beginning of the school session.

### 3. Governing Committee

The sick leave bank will be governed by the Leave Governing Committee (Section 28).

### 4. Application Procedure

- a. Requests for use of bank days will be submitted on forms available from the Business Office. Requests are to be submitted through the Superintendent for the Leave Governing Committee.
- b. A letter from the attending physician must accompany all requests.

### 5. Regulations and Limitations

- a. Days invested or contributed by teachers are non-refundable.
- b. Members are eligible to withdraw not more than twice the number of days of sick leave they have accumulated before the first day of school in any school year, or twenty-four (24) days, whichever is greater, as provided in Alaska Statue Section 14.14.105.
- c. Each participating teacher will contribute one (1) day of sick leave for three (3) consecutive years.

- d. Whenever the number of sick leave days accumulated in the bank is less than sixty (60) days, each member will immediately contribute one (1) additional day to the bank. In the event a certified member has used up his/ her sick leave and has no days to contribute, a member may still be eligible for benefits provided the member contributes one (1) day upon accrual.
- e. A member will not be eligible for any sick leave bank benefits until his/her personal accrued sick leave is depleted.
- f. Persons approved by the Leave Governing Committee (Section 28) to withdraw sick leave days from the bank will not be required to replace those days except as a regular contributing member.
- g. The entire administration of the sick leave bank will be made by the Leave Governing Committee (Section 28) and their decisions will be final, including the latitude to make exceptions when, in their opinion, the best interests of the member will be served. The committee's action(s) regarding sick leave bank is/are not subject to grievance rights; however, a teacher has the right to request a review meeting with the Leave Governing Committee within five (5) days from receipt of the denial.

## 6. Sick Leave Bank Donation

A teacher, at their discretion, may donate up to ten (10) sick leave days at a time directly to another teacher who has exhausted all their accrued leave and is not otherwise eligible to draw from the sick leave bank. Such donations may only be made to a teacher whose necessary absence from work results from an illness or injury to the teacher or a member of the teacher's immediate family. Eligibility is dependent upon exhaustion of a certified employee's sick leave, personal leave, and sick leave bank. The donation must be approved by the Superintendent or Superintendent's designee. Donated leave will not be drawn from the donor until needed by the recipient. Application for sick leave donation shall be made upon the Sick Leave Donation form provided by the District (See *Appendix E*), and submitted to the Superintendent signed by both teachers.

~~Members may request sick leave donations through the sick leave bank once every 24 months. Sick leave donations will not carry over into the next school year.~~ **In the case of a life changing illness on the part of the member or their immediate family, donations may be made to the member prior to complete exhaustion of all the member's leave. Life changing illness examples include cancers, dementia, neurological illness, etc.** If donated sick leave days are not used by the member, the remaining days will be deposited into the sick leave bank.

## Section 10 - COURT LEAVE

1. Jury Duty: Any teacher required to be absent from duty pursuant to an order of any court of competent jurisdiction, as a juror, shall receive regular salary for such service. The teacher will receive regular salary and benefits during this leave, with any jury duty compensation being reimbursed to the Sitka School District. A teacher dismissed from jury duty shall return to school duty as soon as possible.
2. Witness Duty: Any teacher required to be absent from duty pursuant to an order of any court of competent jurisdiction, as a witness, shall receive regular salary for such service provided the teacher is not a party to an action against the Sitka School District. The teacher will receive regular salary and benefits during this leave, with any witness duty compensation being reimbursed to the Sitka School District. A teacher dismissed from witness duty shall return to school duty as soon as possible.

## Section 11 - MILITARY LEAVE

Required military training leave shall be granted upon notification to the building principal and Superintendent. The teacher will continue to receive regular salary and benefits while on military leave. Military compensation will be reimbursed to the district.

## Section 12 – ACTIVITY LEAVE

Activity Leave is defined as leave taken to support student participation in athletics and activities, held both in and out of town. Activity Leave is only available for school-sanctioned activities or athletics which are defined as those authorized by the principal.

Teachers who are coaches or advisors are eligible to take Activity Leave when traveling with students or when hosting events in town. A teacher who accompanies students on a trip as a district supported chaperone can also use Activity Leave if given Superintendent approval, which is requested by the Activities Director or other school-based person responsible for activities coordination submitting a list of District supported chaperones to the Superintendent for approval. Whenever possible, a list of District supported chaperones should be submitted to the Superintendent as soon as it is ready. Exceptions for Activity Leave use are up to the sole discretion of the Superintendent, and the decision is not grievable.

## Section 13 - PERSONNEL FILE

The District shall maintain for official purposes one (1) personnel file for each teacher. Any material not included in the personnel file cannot be used for disciplinary action, grievance, or non-retention. All teachers' permanent central office files shall be maintained under the following conditions:

1. All materials placed in the permanent central office teacher's file and originating within the District, shall be available to the teacher for inspection on a conference basis by requesting an appointment with the Superintendent of Schools. One other person, at the teacher's request, may accompany the teacher at this inspection.
2. Material originating within the District and which relates to a teacher's conduct, service, character, competence, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. Anonymous material shall not be placed in the file.
3. The teacher shall have the right to photocopy, answer or comment upon material filed, and his/her answer or comments shall be attached to the file copy.
4. A teacher may remove disciplinary notices, unfavorable observations or evaluations from the file after four (4) years unless (within the intervening period) there has been a repetition of the original incident prompting the written notice, observation or evaluation.
5. All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of evaluating the teacher for initial employment shall not be subject to this Agreement and, therefore, shall not be available for inspection by the teacher.

## Section 14- REDUCTION IN FORCE

Tenured Teachers. It is agreed that the Board has the right to lay off tenured teachers when it is necessary to reduce the number of tenured teachers due to reductions in school attendance or because basic need has decreased by 3% or more from the previous year. Tenured teacher layoffs will occur in accordance with Alaska law and will be accomplished insofar as possible through normal attrition.

Before official action is taken on the reduction of tenured staff, the Board shall discuss the contemplated reduction with the Association. The discussion will take place within ten (10) workdays of the first Board meeting at which the Board gives notice that a reduction of tenured staff is under consideration.

For a period of three (3) years after layoff, a tenured teacher is on layoff status and is entitled to a hiring preference in the District. Positions shall be offered to qualified tenured teachers on layoff status in inverse order of their layoff. Tenured teacher on layoff status will be notified by Certified Mail, Return Receipt Requested, and by read receipt email, of vacancies for which they are qualified. Such letters shall be sent to the last known mailing address of the employee, and to the personal email address provided by the employee.

The tenured teacher must notify the District Business Office in writing, by email, or by phone within ten (10) calendar days of the vacancy notice being mailed that they have received the offer of employment. Failure to notify the District Business Office within ten (10) calendar days will be treated as if the tenured teacher declined the vacancy.

The tenured teacher must notify the District in writing, email, or by phone, within thirty (30) calendar days of their receipt of the vacancy notice of their acceptance or rejection of the position.

If a tenured teacher is offered a full-time position and declines it, or fails to accept it, within thirty (30) calendar days of the date of the receipt of the vacancy notice, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference. If the offer is declined because of a contractual obligation to provide professional services to another private or public educational program, the teacher remains eligible to continue on layoff status until the contractual obligation is fulfilled.

No new teacher shall be hired for a three (3) year period unless all laid off regular certified tenured teachers who qualify for a vacancy have been recalled or have declined the opening.

Upon layoff, a tenured teacher will continue to receive coverage under the District's insurance plan on the same basis as if the teacher were currently employed with the District for three (3) months at the District's expense. After three (3) months, the teacher may continue to receive coverage at his/her own expense for the time period allowed

by COBRA regulations. Tenure rights are not lost during layoff status.

The intent of the rehire is to replace teachers to their greatest former status within the District. A full-time tenured teacher who accepts a part-time position with the District will remain on the full-time seniority list until the teacher is offered a full-time position.

Non-tenured Teachers. A non-tenured teacher who is laid off is entitled to a hiring preference for the school year immediately following the school year in which the teacher receives notice of the layoff. The hiring preference applies only to vacant positions for which the teacher is qualified (meaning that the employee is certified and qualified as are tenured teachers), plus has met or exceeded the District's evaluation performance standards in all areas of evaluation. If a non-tenured teacher is offered a teaching position and declines the offer, or fails to accept it, within thirty (30) days of the date of notice of the position is mailed to the teacher, the teacher is no longer entitled to a hiring preference in the District.

Non-tenured teachers on layoff status must notify the District of current mailing address, personal email address, and phone number to be considered for reemployment. Non-tenured teachers are also eligible for insurance by COBRA regulations totally at their own expense.

Teachers on Layoff Status:

All teachers on layoff status must notify the district of current mailing address, personal email address, and phone number.

The teacher in layoff status reserves the right to release the district from recall hiring with written notification to the District Business Office.

## Section 15 - PREPARATION PERIODS

Secondary teachers shall weekly have the equivalence of one (1) instructional period per regular teacher workday as preparation time, which shall be used for classroom preparation. Elementary teachers shall have 60 minutes of preparation time per day, 150 minutes per week of which shall be during the student contact day. No more than one day per week will be without a preparation period during the student contact day. To be counted as preparation time, it must be at least 25 continuous minutes.

Teachers shall, during preparation time, remain in their building unless the building principal, or designee, gives them approval to leave the premises.

Preparation period will be devoted to preparation for the instructional program except in case of exceptional circumstances. The parties agree that each building will set the instructional period to fit within each buildings schedule. The parties agree that preparation time is vital, and interruptions shall be held to a minimum. If a teacher's preparation time is interrupted, additional time will be provided through a procedure established by each building.

## Section 16 - TEACHER WORK WEEK

The teacher workweek will be thirty-seven and a half (37½) hours, including a daily half (½) hour duty free lunch period. Teachers will be scheduled before and after students arrive by the building principals.

It is recognized that individual buildings may adopt various schedules to meet the needs of students, but those schedules must be within the thirty-seven and a half (37½) hour workweek and/or days in session (see Section 25).

The building principal may permit occasional exception to work week hours in special circumstances, i.e., evening programs.

On the day preceding a school holiday, **Winter break, and Spring break**, the teacher's day shall end at the same time as the students' school day. Certified staff shall assist in vacating students from the building.

Faculty meetings must occur during the teacher workday.

Release time will be provided for district scheduled parent/teacher conferences, which occur outside of the thirty-seven and a half (37½) hour work week.

Teachers shall attend the annually scheduled Open House for their building.

It is recognized that the teacher's work week includes responsibility to participate in required professional duties defined as IEP meetings, staffings **including TIPS/MTSS, required Alaska Reads Act duties** and in special or unusual circumstances which may extend beyond or occur outside the thirty-seven and a half (37½) hour work week. The special or unusual circumstances are to be determined by the Superintendent or designee. In recognition of meeting required timelines and legal requirements, members of the IEP team shall collaborate on setting a mutually agreed upon time for ESER/IEP meetings. Starting with the **fourth third** and for each subsequent required professional duty that extends or occurs beyond the 37½ hour work week the teacher shall be **compensated as follows:**

- 1. For each meeting of less than one hour, teachers will be compensated for one hour at the hourly rate.**
- 2. For meetings extending more than one hour, teachers will be compensated one hour for any portion of each hour past the first also at the hourly rate.**
- 3. Teachers who perform Alaska Reads Act requirements will be compensated for all their activities related to the Act in coordination with their supervisor.**
- 4. A teacher can choose compensatory release time minute for minute as an alternative to paid compensation.**

Compensatory time **will to** be taken at a time mutually agreed upon by the teacher and their principal. **The District will provide a form to keep a record of attendance at required professional duties for the purpose of compensating attendees (See Appendix D).** It is the sole responsibility of the teacher to document time involved in professional duties that extend or occur beyond the 37½ hour work week and to make any requests for compensatory release time to their supervisor. **Documentation must include colleague or supervisor initials to certify time spent. Documentation of hours for compensation or compensatory time will occur within the district provided time keeping program and will be approved by the teacher's supervisor.**

**No teacher will be required to coordinate other adults (defined as ongoing daily scheduling, directing, breaking or finding substitutes for) without compensation. For any times that a teacher coordinates other adults that interferes with their scheduled preparation time, the teacher will be compensated as allowed by Section 15. Teachers will not be required to coordinate other adults during their time with students. The administration will identify the coordinated adults.**

**As a means of compensating teachers who coordinate other adults, for each classified position the teacher is coordinating they will receive one additional contract day compensation per semester. Teachers will not have an extended school year nor be required to report early as a result.**

## Section 17 - STUDENT DISCIPLINE and TEACHER SAFETY

Sitka School District (SSD) and the Sitka Education Association are committed to maintaining a safe working and learning environment for teachers.

The primary responsibility for discipline rests with the teacher; however, the District will support and uphold teachers in their efforts to maintain reasonable student behavior. The principal will work closely and in a timely manner with teachers to resolve problems with students who continually disrupt classes or present threats to the physical safety of others.

Upon the occasion that a student presents a threat to themselves or others, or repeatedly disrupts the education of others, or especially if the student strikes the teacher, the teacher will report the situation to their building administrator. The building administrator will then be tasked with ascertaining what assistance the teacher and student need. A plan between the teacher and the administrator will be collaboratively developed and implemented to ensure that the teacher and student are supported. The building administrator will work with the district to identify resources that would be needed to support the plan implementation. The district will fully utilize resources to meet the identified needs.

In managing students, teachers will show concern and respect for the student as an individual.

The parties agree that no student's status shall be affected by disputes arising out of this provision.

Each building will establish and sustain a collaborative process between the principal/s and staff for student discipline. For additional information, please see *BP 5131*.

## Section 18 - TEACHER RETENTION

Teachers shall be evaluated in accordance with the District evaluation procedure or policy in effect.

A committee consisting of two (2) Association members appointed by the SEA president, one (1) teacher appointed by the Superintendent, one (1) School Board member, when available, and two (2) Superintendent designees will be established and will determine any changes that may be necessary. This committee shall be additionally responsible for guiding the on-going process of changing teacher evaluations. Following an inclusive process, this committee will produce a list of necessary changes. Their findings will be binding on all parties.

The teacher under evaluation must be informed of the right to review each written evaluation prior to its deposit in the personnel file and of the right to comment in writing on any matter contained in it. The teacher must sign the evaluation, and the signature is only an indication that the teacher has seen the evaluation.

All observation and evaluation documents are confidential.

The District agrees to adhere to current Alaska State Statutes for retention, or non-retention, of tenured teachers.

In addition, non-tenured teachers will receive notice of renewal or non-renewal of contracts ten (10) days prior to the last day of the school year.

Tenured teachers are insured all rights granted by Alaska statutes.

The parties agree that matters related to the non-retention of non-tenured teachers, including the above procedures, shall not be subject to the grievance procedure contained herein. Rights of non-tenured teachers shall instead be solely those afforded in Alaska statutes.

## Section 19 – REIMBURSEMENT

- a. Reimbursement. The District shall reimburse teachers for costs, not covered by insurance, of replacing or repairing their dentures, eye glasses, hearing aids, or similar appurtenances which are damaged or destroyed as a result of circumstances involving the discharge of their duties, including but not limited to, physical assault by students; necessary physical force used by the teacher to protect self, another teacher, student, or parent from possible injury; and in an extraordinary case of breach of discipline to restrain a disruptive pupil. To be eligible for reimbursement, a teacher must notify the supervisor within 48 hours of occurrence. Damage as a result of a teacher's negligence or carelessness as may be determined by the Principal will not be covered by this provision.
- b. The District shall reimburse teachers for supplies purchased by them to be used in their teaching up to an amount of money identified by each school Principal by May 1st of the preceding year. The reimbursement is to occur through the individual school's established purchasing process. The funds will be available throughout the subsequent school year and will not carry over.
- c. Auto Allowance. Teachers required to use their own automobiles between buildings for authorized school business shall receive the Federal IRS Standard mileage rate. Teachers will obtain a logbook from the District office to log a typical seventeen (17) consecutive day period of mileage within the school year. The total miles of this base period will be multiplied by ten (10) for a total reimbursement. Teachers may request current reimbursement with the second December paycheck and/or end of the year paycheck

## Section 20 - FAIR SHARE

Language that is marked as stricken is in abeyance due to the SCOTUS Janus ruling.

~~The Board shall deduct Sitka Education Association unified dues from all Association members or a fair share fee from all members of the bargaining unit who are not members of the Association, except as provided below.~~

- ~~1. SEA will annually advise the DISTRICT of the amount of the Unified Association dues, which shall also be known as the "fair share fee." SEA shall provide all non-SEA members with an explanation of the basis for the fee and an audited breakdown of the chargeable versus non-chargeable expenses represented by the fee as soon as possible following the commencement of the school year. Non-SEA members who object to payment of those portions of the fee that are not chargeable to collective bargaining expenses shall not be required to pay those amounts but shall be required to pay the portion of the fee identified as chargeable. The amount of the fee identified as chargeable shall be calculated at 100% of the amount of the previous year's audited figure for chargeable expenses until SEA distributes the audited breakdown of chargeable and non-chargeable expenses for the current year. Appropriate adjustments shall be made to the amount deducted from an objecting employee's paycheck following distribution of the audited breakdown so that the total amount deducted during the year will correspond to the audited figure for chargeable expenses, pending any further adjustment made in response to a challenge to the calculation of the fee or the breakdown of chargeable versus non-chargeable expenses. As provided below, if an employee disputes the calculation of the fee or the breakdown of chargeable versus non-chargeable expenses, SEA shall place the disputed portion of any fee it has collected in escrow pending resolution of the dispute.~~
- ~~2. Employees who object to payment of the fair share fee may submit a written notice to SEA on an annual basis requesting SEA to deposit the amount that the objecting employee pays to SEA to the SEA education scholarship fund. SEA shall honor all such requests received no later than September 30 of the current school year.~~
- ~~3. Employees shall pay their SEA dues or fair share fee through an automatic payroll deduction pursuant to a properly executed payroll deduction authorization form. For employees who so authorize, the DISTRICT shall deduct the dues or fair share fee as directed by the employee, provided: that the total amount deducted shall equal the full amount of the Unified Association dues or the fair share fee (less non-chargeable expenses if an employee objects paying to those amounts). Deductions shall commence within 30 days of the employee's authorization, and end no later than the second pay period of April of each fiscal year. Except for any adjustments made following the distribution of the audited breakdown of chargeable versus~~

~~non-chargeable expenses or unless otherwise agreed to by SEA and the employee, such deductions will be in equal monthly amounts and shall be transmitted to SEA within five working days following the deduction.~~

- ~~4. Along with each month's transmittal the DISTRICT will furnish SEA with an alphabetized list showing the names of all employees from whose pay the Unified Association dues or fair share fee have been deducted and the amount deducted for these employees.~~
- ~~5. Employees who object to payment of the fee on religious grounds may file a claim for exemption with SEA or with the Alaska Labor Relations Agency as provided in that agency's regulations. If the employee's exemption is granted, the employee shall pay to SEA an amount equivalent to the dues uniformly required of members of SEA, who shall pay an equivalent amount to a charity or scholarship fund in accordance with the procedures established by the Alaska Labor Relations Agency.~~
- ~~6. One option available to an objecting employee is to submit any dispute regarding the breakdown of chargeable versus non-chargeable expenses for prompt resolution by arbitration pursuant to the rules of the American Arbitration Association. SEA shall place any disputed portion of fees that it has collected in escrow pending resolution of the dispute.~~
- ~~7. An employee may not be terminated for refusing to pay all, or part, of a fair share fee but SEA shall have the right to bring a collection action against an employee who wrongfully refuses to pay.~~
8. If any portion of this section, or a similar provision in place for another bargaining unit in the State of Alaska, is invalidated or called into question by a decision of the Alaska Supreme Court, a federal court for the District of Alaska, the federal Circuit Court of Appeals for the Ninth Circuit or the United States Supreme Court, then that portion of this section shall not be enforceable. The parties shall meet as promptly as is reasonably feasible to negotiate a replacement for an invalidated or questioned provision.

The Association agrees to defend, indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any actions taken by the District under the provisions of this Section.

~~The Board agrees to promptly notify the Association in writing of any demand, suit, or other form of liability in regard to its implementation of this Fair Share agreement~~

## Section 21 – REPRIMANDS

If a meeting or discussion is held to address formal written reprimands, such meetings or discussions will be conducted in private. The teacher or supervisor has the right to be accompanied by a representative of their choice who is an employee of the District, an NEA or NEA-Alaska employee, or an attorney retained and paid for by the employee. The representative may become an active participant during the meeting or discussion.

No teacher shall be disciplined without just cause. It is not the intent of the parties to limit the application of AS 14.20.170.

Teachers will be notified in the event a formal, written complaint is submitted to the District per Board Policy and Administrative Regulation 1312.1.

## Section 22 - SHARED AND PART-TIME TEACHING POSITIONS

The Superintendent will evaluate and act upon applications to equally share full-time teaching positions. Requests must be turned into the Superintendent's Office by no later than April 1<sup>st</sup> preceding the opening of school.

For any teacher employed part-time, the District will pay the pro rata of the regular fringe benefits, including health insurance. Each teacher's salary will be the pro rata amount of that teacher's regular salary on the salary schedule.

## Section 23 - WORKER'S COMPENSATION

Worker's Compensation will be paid, subject to the following conditions and procedures:

The teacher must be unable to perform assigned duties as a result of the injury arising out of and in the course of employment with the district.

The teacher must qualify for Worker's Compensation benefits.

1. Upon notification to either party that Worker's Compensation benefits are payable, the teacher's absence will be charged to accumulated sick leave. After sick leave has been exhausted, personal leave may be used. The first three days of time lost due to an occupational disability (injury) which is covered by Worker's Compensation is only compensable if total leave exceeds 28 paid days.
2. Beyond the first three days (including first three days if leave exceeds 28 days) one-third sick leave day will be deducted for each day of leave taken and the following process will be instituted:
  - a. Wages reflect reduction of 65% of gross wages; one-third sick leave day deducted/per day compensated payroll withholdings are based on the portion of the salary that the District continues to pay; and Worker's Compensation check stub or copy of check will be submitted by the teacher to District Office.
3. The teacher shall cooperate with the District in the preparation and submission of any necessary or required forms, including disability retirement application. Upon retirement, District obligations cease.
4. The teacher shall be willing to be examined by a panel of doctors selected by the District and to abide by the findings thereof in regard to the disability.
5. At no time will the teacher be entitled to receive more than the annual contracted salary during the school year.

Note: Worker's Compensation checks have been known to be very late. The Sitka School District will not be held liable for Worker's Compensation payments.

## Section 24 – REASSIGNMENT AND TRANSFER

1. Intra-Building: Reassignments of teaching positions within a single building are at the sole discretion of the building principal, so long as the teacher to be reassigned is properly certificated for the reassignment.
2. Teacher-Initiated Transfers: Annually the District office shall inform all certificated teachers that a Letter of Interest will be accepted for in-District transfers for the succeeding school year. Teachers who desire a transfer to a different building will apply to the Superintendent by submitting a written request within three weeks of the notification. **All certificated teachers will be informed electronically of in-district openings. In-district openings will be posted for at least one week prior to seeking outside applicants. In-district transfer interest will be accepted and considered prior to opening to outside applicants.**
  - a. Principals will review all transfer applicants for approved vacancies in their building and may at their discretion grant a transfer to a qualified transfer applicant.
3. If the position is not filled by transfer as indicated in 2.a. above, the normal hiring procedures will be followed. Transfer applicants qualified for the vacancy will be offered the opportunity to interview as a candidate for the position.
4. District-Directed Transfers: District-Directed Transfers will not take place without the Superintendent or their designee first providing written reasons to the teacher and the in-coming SEA president. The teacher being transferred can request a meeting with their building principal to review the written reason(s) for transfer. The member may choose to bring union representation to the meeting.

The district shall provide three (3) days compensation at the affected teacher's per diem rate for any district-directed transfers.

## Section 25 - DAYS IN SESSION

For the duration of this contract, the total number of workdays in a school year shall not exceed one hundred eighty-nine (189) days. This will include one hundred eighty-three (183) days in session of which three (3) are non-student workdays, plus six (6) paid holidays.

Any day that is recognized as a “day in session” for which the District receives State funding, shall be counted as a workday for the teachers and the teachers shall be paid for that day as one of their one hundred eighty-nine (189) workdays.

It is agreed that administration can utilize only one (1) hour of any day designated as a non-student workday.

At least one (1) hour of any in-service day shall be available to teachers for classroom preparation. When the Superintendent deems it prudent to employ the services of an outside expert for a district-wide in-service, the outside expert may utilize the entire in-service day. Upon this occurrence, in compensation, the teachers shall receive at least one (1) hour of classroom preparation time to be taken at a date and time mutually agreed upon by each building.

The equivalent of one in-service day will be set aside, in at least three-hour blocks of time, for special education teachers to work with and inform staff of the best practices for serving their students with IEPs. The schedule will be set by District administration and meetings will be called by each building-level special education teacher(s) before the end of the first quarter.

**Annually one half of an initial in-service day will be set aside for teachers to set up the current LMS for their classes. Training may be provided for new employees.**

In the event any state or federal legislation passes increasing the required number of days in session, negotiations will be opened upon the request of SEA.

## Section 26 – PROFESSIONAL LEARNING

District-wide Professional Learning initiatives shall be established through a collaborative process. A committee will be established with one (1) teacher representative from each building, appointed by the SEA president, and three (3) administrative representatives for the following purposes:

- To disburse the monies made available for individual teacher Professional Learning. This process will be reviewed collaboratively on an annual basis by the SEA president and the Superintendent.

Two SESPA representatives appointed by the SESPA president will be part of the professional learning committee for the following purposes:

- To guide the implementation of district in-service topics and themes. There is no expectation that members on this committee will deliver in-service content.
- To generate a survey tool to be used to evaluate district in-services following delivery, to use the tool after each in-service, and analyze the input gathered to advise the district on ways to improve future in-services.
- Communicate with teachers and staff at their school about the various professional learning opportunities available.
- Review district provided evidence-based tools designed to monitor, evaluate, and facilitate staff inquiry and reflection around professional learning and students' needs.

Teachers appointed to this committee will be compensated at 1% of BA 0 on the current year's teacher salary schedule. This compensation is non-precedence setting and will be paid from the funds allocated for the Professional Learning committee's in-district portion.

The committee will have at least \$40,000 to further individual teacher, group, and/or District Professional Learning. A minimum of 35% of the monies allocated will be spent on individual or group Professional Learning within the District.

School administration will annually gather input from teachers regarding content and structure of District wide in-service days. Content for the District Initiative In-service Days (DIID), which are designed to meet federal and state mandates without interrupting district-wide in-service plans, may have a different collaborative process.

Collaboration – Research has demonstrated that teacher collaboration is highly effective and desirable. To facilitate teachers' learning from peers, the district will provide weekly regularly scheduled early-release days with 50% of them allocated for teacher-directed grade-level, content area, or departmental collaboration to explore new concepts, share expertise and insights from teaching experiences, and engage in collective problem

solving. Each building staff and principal will develop a process to inform all teachers and principals of the collaboration topics under consideration within the buildings and to subsequently disseminate any knowledge gained from the collaboration process.

Additionally, teachers shall receive one (1) 30-minute period per week, determined by each building, to be set aside for the evaluation, accumulation, and input of and along with training on student data.

## Section 27 – ADMINISTRATOR FEEDBACK

All teachers will have at least one opportunity per year to provide written confidential feedback on their building administrators **and District level administrators. The Board will provide an opportunity to provide confidential feedback on the Superintendent. Prior to providing the Board feedback any concern or complaint with an administrator should be addressed per board policy (B.P. 4144/4244/4344).** Only the Superintendent's Administrative Assistant who manages the survey will be able to see the names of those who reply to the survey. The names of teachers who reply to the survey will remain confidential. No teachers' names will be seen by the administrator being evaluated or by the administrator's supervisor.

## Section 28 – LEAVE GOVERNING COMMITTEE

Family Leave and the Sick Leave Bank will be governed by the Leave Governing Committee composed of the Superintendent of Schools and five (5) teachers appointed by the President of the Association, and three (3) are needed to reach a quorum and hold a meeting.

Meetings will be held at such times and places as necessary to adequately conduct and administer Family Leave and the Sick Leave Bank.

## Section 29 – CIVIC LEAVE

Teachers who assume community civic responsibilities are generally expected to utilize off-duty time. However, in the event that some activity will be required during duty time, the employee may apply to the Superintendent for release time. The application will be considered on a case-by-case basis.

## **Section 30 Alaska Reads Act**

**With the advent of the Alaska Reads Act, new burdensome and substantial requirements have been placed on all the teachers who work with the Pre-K through third grade student population. To mitigate the impact somewhat, the district shall:**

- 1. Defend each teacher's contracted prep time from AK Reads requirements incursion.**
- 2. Compensate each teacher for the initial cost of adding any required endorsements to their teaching certificate, in coordination with their supervisor.**
- 3. Seek an at least one-year waiver from DEED for each teacher either hired for or transferred to the affected grades to allow time for them to obtain the required necessary endorsement(s).**
- 4. All language associated with the Alaska Reads Act in this agreement will sunset at the end of this contract.**

## ARTICLE IV - SALARY AGREEMENT

### Section 1 - SALARY AGREEMENT

#### 1.1 General Conditions

The salary agreement is for ~~two (2)~~ **three (3)** years which will be the ~~2022-2023 and 2023-2024~~ **2024-2025, 2025-2026 and 2026-2027** school years.

~~For the 2022-2023 school year, the salary schedule shall be defined as outlined in Section 4 of this article. For the 2023-2024~~ **2024-2025** school year, the salary schedule shall be increased by ~~2%~~ **6%** per cell. **For the 2025-2026 school year, the salary schedule shall be increased by 4% per cell. For the 2026-2027 school year, the salary schedule shall be increased by 4% per cell.** In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$625 per year of experience for years 16-19. Teachers with twenty (20) or more years' experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty dollars (\$1,250). Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time **outside** teaching experience ~~(Alaskan or Outside)~~ will be granted on the Sitka School District Salary Schedule. **All teaching experience allowed by statute will be granted for placement on the salary schedule. All teachers currently employed as of 2024-2025 with outstanding teaching experience will bring in the years two (2) at a time until all years have been granted.** ~~A teacher, new to the District, with eight (8) or more years of experience will start at Step 8.~~ All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1<sup>st</sup> shall receive a salary supplement of \$1,250 each year. Teachers who hold Ph.D.'s or Ed.D.'s by July 1<sup>st</sup> shall receive a salary supplement of \$2,000 each year. Teachers who hold both a National Board Certificate and a Ph.D. or Ed.D. by July 1<sup>st</sup> shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The Superintendent may approve more than four (4) teachers to receive this benefit.

### Tier III Incentive:

Teachers who fall within the Tier III retirement program from the State of Alaska **are eligible for** ~~will receive a \$300 one-time incentive~~ **an annual \$500 match to their District sponsored 403(b) or 457 supplemental retirement account. Teachers may sign up for the match on a form provided by the business office. After initial enrollment the match will be direct deposited to the teacher's account upon proof of contribution annually by no later than five (5) business days of the employee's last contracted day.** ~~after evidence of a retirement savings plan is provided by the 3<sup>rd</sup> party administrator to the Business Office. The evidence must occur within the contract year.~~

In collaboration with SEA, all teachers will be invited to a facilitated annual educational session to review the process of getting a retirement savings plan. The District is not responsible for providing on-going education or advice regarding retirement savings plan options, and/or securing a retirement savings plan.

### 1.2 Early Notification Provision

For any teacher who is eligible to retire and who by February 15<sup>th</sup> provides a written notice of intent to retire at the end of the school year, the school district shall provide an extra-duty contract in the amount of two thousand five hundred dollars (\$2,500) for a mutually acceptable curriculum or other educational project, as approved by the Superintendent. Teachers whose notices of retirement are received after February 15<sup>th</sup> shall not be eligible for such extra-duty agreements.

## Section 2 – REQUIREMENTS

### A. Initial Placement on the Salary Schedule

1. Superintendent or designee(s) shall determine initial placement.
2. All credits or degrees earned, subsequent to a Bachelor's degree, from an accredited college or university shall be used to determine initial placement on the salary schedule. This provision is effective only for teachers hired on or after July 1, 2010.
3. Initial placement shall be reviewed by the teacher and designated representatives of both SEA and the District within four (4) weeks of the first day of scheduled work. This review shall determine the accuracy of the initial placement and its decision shall be considered final and non-grievable. A "New Teacher Initial Salary Schedule Placement" form (See *Appendix A*), provided by the District, will be completed and signed by the Teacher and District following the review.

### B. Salary Schedule Column Requirements

Requirements for qualifying for salary schedule ranges higher than the Bachelor's Degree range:

#### Column 1. Bachelor's Degree

Official transcripts must be submitted showing a Bachelor's Degree conferred.

#### Column 2. Bachelor's Degree + 16

Same as 1. above except that eight (8) of the sixteen (16) semester hours of credit earned subsequent to the granting of the Bachelor's Degree shall be graduate credits.

#### Column 3. Bachelor's Degree + 32

Same as 1. above except that at least sixteen (16) of the thirty-two (32) semester hours must be graduate credits.

#### Column 4. Bachelor's Degree + 48 or Master's Degree

Same as 1. above except that at least twenty-four (24) of the forty-eight (48) semester hours must be graduate credits or official transcripts must be submitted showing a Master's Degree conferred.

#### Column 5. Bachelor's Degree + 64 or Master's Degree + 16

Same as 4. above except that at least 32 of the 64 semester hours must be graduate credits. For Master's + 16: Same as 4 above except that at least eight (8) of the sixteen (16) semester hours must be graduate credits earned subsequent to the granting of the Master's Degree.

Column 6. Bachelor's Degree + 80 or Master's Degree + 32

Same as 5. above except that at least 40 of the 80 semester hours must be graduate credits. For Master's + 32: Same as 5 above except that at least sixteen (16) of the thirty-two (32) semester hours must be graduate credits earned subsequent to the granting of the Master's Degree.

C. Advancement on the Salary Schedule for Educational Attainment

~~1. Superintendent or designee(s) shall determine eligibility for advancement for educational attainment.~~

2. **1.** A salary schedule advancement reviewing committee **will be established to determine eligibility for advancement on the salary schedule for educational attainment and be** composed of:

- **Two District representatives appointed by the Superintendent**
- **Two SEA representatives appointed by the SEA President**
- **One additional teacher agreed upon by both the SEA President and the Superintendent**

~~two District representatives, and two SEA representatives (appointed by the SEA President) will be established to assist in determining eligibility for advancement on the salary schedule for educational attainment.~~

- This committee will meet during October, January, and May.
- Meetings will be scheduled by the district and take place prior to the 15<sup>th</sup> calendar day of each month barring any unforeseen circumstances.

3. **2.** Application for salary schedule advancement shall be made upon forms provided by the District (See *Appendix C*)

4. **3.** Allowable credits that **may can** be used for salary schedule advancement:

- a. All graduate-level coursework from an accredited college or university.
- b. All 300 level or above courses in English, Math, Science or Social Studies
- c. Applicable education courses in pedagogy.
- d. Course(s) applicable to the teacher's current teaching assignment.

- e. Courses in the teacher's major or minor field.
  - f. Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education for renewal of a teaching certificate.
5. **4.** The Superintendent of Schools may approve exemptions to the requirements if the circumstances are deemed to be unique.
  6. **5.** Requests for salary step advancement for educational attainment will use the following process:
    - a. Applications for consideration of credit approval shall be submitted, prior to taking a course, on a District provided "Credit Approval Application" to the review committee (~~Section 2 C. 2.~~) by October 1<sup>st</sup>, January 1<sup>st</sup> or May 1<sup>st</sup>.
    - b. Approved credit applications will be maintained in the employee file.
    - c. When an employee has earned enough pre-approved credits to qualify for salary schedule advancement they shall apply to the Business Office, on a District provided "Salary Step Application" (See Appendix B) no later than September 1<sup>st</sup> for a salary increase. Credits approved at the October, January and May meetings are for advancement in the subsequent year.
      - 1) Exception: Coursework taken without prior approval shall be submitted to the salary step advancement review committee and a salary step application submitted to the District Business Office by September 1<sup>st</sup>. Such coursework will be reviewed at the October committee meeting and if approved will qualify for use in the current year. Credits taken without prior approval are at the teacher's risk.
    - d. Teachers seeking a change in salary range on the basis of additional credits earned subsequent to the issuance of the contract must have the coursework pre-approved by the committee and submit evidence of course completion to the District business office no later than September 15<sup>th</sup>, for payroll adjustment on the September 30 paycheck.
      - 1) Valid forms of evidence will include: An informal print out from the respective accredited program, a signed letter from the course instructor, course registration form with proof of payment.
    - e. Formal transcripts must be filed with the Superintendent's Office no later than December 1<sup>st</sup> in order that **a** contract addendum may be prepared. If formal transcripts have not been received by December 1<sup>st</sup>,

the affected employee's paychecks will be reduced appropriately.

- f. All coursework must be completed by September 15<sup>th</sup> for use on the salary schedule in that year.
7. **6.** Following December 1<sup>st</sup>, no change may be made in salary placement except in cases of error. In correcting any such cases, the training and experience records will speak for themselves. In other words, if the records show an original error, which will result in **a** downward revision of the contract salary, the necessary amount will have to be deducted from the remaining salary payments or vice-versa.
8. **7.** It is the obligation of the teachers to provide up-to-date official transcripts and verification of experience to the Superintendent of Schools.
9. **8.** In the event official transcripts cannot be obtained by the December 1<sup>st</sup> deadline, the teacher may seek relief from the Superintendent or designee. Relief may be sought only for credits earned during the previous 180 days. Transcripts for all other credits are still due by December 1<sup>st</sup>. If the official transcripts are not filed by December 15<sup>th</sup>, the salary placement shall be treated as an error.
10. **9.** This portion of the Negotiated Agreement does not affect the portion of school policy providing for a teacher reviewing committee.

### Section 3 - HIRING OF RETIRED TEACHERS

A teacher who retired under the Alaska TRS system, will be placed on the column for which they qualify, but no higher than step (10) in any column.

1. 2002-2003 Sitka School District Retirement Incentive Program:
  - a. If a teacher, who participated in the 2002-2003 Sitka School District Retirement Incentive Program and remains on retirement, is rehired in an emergency situation, that teacher will be placed on the column for which they qualify, but no higher than step four (4) in any column. It is understood that this is an emergency hire, and the contract will be for one year only as per state statutes.
  - b. A teacher who participated in the incentive but decides to give up retirement to return to work, will also be on the column for which they qualify, but no higher than step four (4) of any column.
2. Bona Fide Separation: Federal Treasury Regulations require employers and employees to be able to prove the returning retiree actually terminated employment by showing there was no pre-arrangement to return to work prior to the employee's retirement and by showing a required 6-month break in service before a member can return to employment with the same employer.  
(AS 39.35.152; AS 14.25.043)
3. Rehire/Retire: Teachers who retired with a normal retirement benefit are permitted to return to participating positions in the Teachers' Retirement System (TRS) to work full or part-time and still receive their TRS benefit.

## Section 4 - SALARY SCHEDULES

The salary agreement is for ~~two (2)~~ **three (3)** years which will be the ~~2022-2023 and 2023-2024~~ **2024-2025, 2025-2026 and 2026-2027** school years.

~~For the 2022-2023 school year, the salary schedule shall be defined as outlined in Section 4 of this article. For the 2023-2024~~ **2024-2025** school year, the salary schedule shall be increased by ~~2%-6%~~ **6%** per cell. **For the 2025-2026 school year, the salary schedule shall be increased by 4% per cell. For the 2026-2027 school year, the salary schedule shall be increased by 4% per cell.** In addition, teachers with 16 or more years of experience, in columns 5 or 6, will receive \$625 per year of experience for years 16-19. Teachers with twenty (20) or more years' experience, in columns 5 or 6, will receive an additional one thousand two hundred fifty dollars (\$1,250). Eligible teachers will advance on the salary schedule for educational attainment and experience. A maximum of eight (8) years verified full-time **outside** teaching experience ~~(Alaskan or Outside)~~ will be granted on the Sitka School District Salary Schedule. **All teaching experience allowed by statute will be granted for placement on the salary schedule. All teachers currently employed as of 2024-2025 with outstanding teaching experience will bring in the years two (2) at a time until all years have been granted.** ~~A teacher, new to the District, with eight (8) or more years of experience will start at Step 8.~~ All Sitka School District teaching experience will be granted for step placement. The Association will allow the Superintendent the ability to place occupational therapists, physical therapists, speech pathologists, and/or school psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than Column 6, Step 10.

**Salary Schedule 2024-2025**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		<b>8 Credits Must be Graduate level</b>	<b>16 Credits Must be Graduate level</b>	<b>24 Credits Must be Graduate level</b>	<b>32 Credits Must be Graduate level</b>	<b>40 Credits Must be Graduate level</b>
<b>Experience</b>	<b>BA</b>	<b>BA+16</b>	<b>BA+32</b>	<b>MA BA+48</b>	<b>MA+16 BA+64</b>	<b>MA+32 BA+80</b>
<b>15</b>					<b>\$89,980</b>	<b>\$92,366</b>
<b>14</b>					<b>\$88,475</b>	<b>\$90,861</b>
<b>13</b>					<b>\$86,970</b>	<b>\$89,356</b>
<b>12</b>				<b>\$83,080</b>	<b>\$85,466</b>	<b>\$87,852</b>
<b>11</b>			<b>\$79,189</b>	<b>\$81,575</b>	<b>\$83,960</b>	<b>\$86,347</b>
<b>10</b>			<b>\$77,684</b>	<b>\$80,070</b>	<b>\$82,455</b>	<b>\$84,841</b>
<b>9</b>			<b>\$76,178</b>	<b>\$78,564</b>	<b>\$80,950</b>	<b>\$83,336</b>
<b>8</b>	<b>\$69,901</b>	<b>\$72,287</b>	<b>\$74,673</b>	<b>\$77,059</b>	<b>\$79,445</b>	<b>\$81,830</b>
<b>7</b>	<b>\$68,395</b>	<b>\$70,782</b>	<b>\$73,168</b>	<b>\$75,553</b>	<b>\$77,940</b>	<b>\$80,326</b>
<b>6</b>	<b>\$66,890</b>	<b>\$69,275</b>	<b>\$71,662</b>	<b>\$74,048</b>	<b>\$76,434</b>	<b>\$78,821</b>
<b>5</b>	<b>\$65,385</b>	<b>\$67,771</b>	<b>\$70,157</b>	<b>\$72,543</b>	<b>\$74,928</b>	<b>\$77,314</b>
<b>4</b>	<b>\$63,880</b>	<b>\$66,266</b>	<b>\$68,651</b>	<b>\$71,037</b>	<b>\$73,423</b>	<b>\$75,809</b>
<b>3</b>	<b>\$62,374</b>	<b>\$64,760</b>	<b>\$67,146</b>	<b>\$69,532</b>	<b>\$71,918</b>	<b>\$74,303</b>
<b>2</b>	<b>\$60,868</b>	<b>\$63,254</b>	<b>\$65,641</b>	<b>\$68,026</b>	<b>\$70,413</b>	<b>\$72,799</b>
<b>1</b>	<b>\$59,363</b>	<b>\$61,748</b>	<b>\$64,135</b>	<b>\$66,521</b>	<b>\$68,907</b>	<b>\$71,293</b>
<b>0</b>	<b>\$57,858</b>	<b>\$60,244</b>	<b>\$62,630</b>	<b>\$65,016</b>	<b>\$67,401</b>	<b>\$69,787</b>

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1<sup>st</sup> shall receive a salary supplement of \$1,250 per year. Teachers who hold Ph.D.'s, or E.D.'s, by July 1<sup>st</sup> shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D. or Ed.D. by July 1<sup>st</sup> shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The Superintendent may approve more than four (4) teachers to receive this benefit.

**Salary Schedule 2025-2026**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		<b>8 Credits Must be Graduate level</b>	<b>16 Credits Must be Graduate level</b>	<b>24 Credits Must be Graduate level</b>	<b>32 Credits Must be Graduate level</b>	<b>40 Credits Must be Graduate level</b>
<b>Experience</b>	<b>BA</b>	<b>BA+16</b>	<b>BA+32</b>	<b>MA BA+48</b>	<b>MA+16 BA+64</b>	<b>MA+32 BA+80</b>
<b>15</b>					<b>\$93,579</b>	<b>\$96,061</b>
<b>14</b>					<b>\$92,014</b>	<b>\$94,496</b>
<b>13</b>					<b>\$90,449</b>	<b>\$92,930</b>
<b>12</b>				<b>\$86,403</b>	<b>\$88,884</b>	<b>\$91,366</b>
<b>11</b>			<b>\$82,357</b>	<b>\$84,838</b>	<b>\$87,319</b>	<b>\$89,800</b>
<b>10</b>			<b>\$80,792</b>	<b>\$83,273</b>	<b>\$85,753</b>	<b>\$88,235</b>
<b>9</b>			<b>\$79,225</b>	<b>\$81,707</b>	<b>\$84,188</b>	<b>\$86,670</b>
<b>8</b>	<b>\$72,697</b>	<b>\$75,178</b>	<b>\$77,660</b>	<b>\$80,141</b>	<b>\$82,623</b>	<b>\$85,103</b>
<b>7</b>	<b>\$71,131</b>	<b>\$73,613</b>	<b>\$76,094</b>	<b>\$78,575</b>	<b>\$81,057</b>	<b>\$83,539</b>
<b>6</b>	<b>\$69,566</b>	<b>\$72,046</b>	<b>\$74,529</b>	<b>\$77,010</b>	<b>\$79,492</b>	<b>\$81,973</b>
<b>5</b>	<b>\$68,000</b>	<b>\$70,482</b>	<b>\$72,963</b>	<b>\$75,445</b>	<b>\$77,925</b>	<b>\$80,407</b>
<b>4</b>	<b>\$66,435</b>	<b>\$68,917</b>	<b>\$71,397</b>	<b>\$73,878</b>	<b>\$76,360</b>	<b>\$78,841</b>
<b>3</b>	<b>\$64,869</b>	<b>\$67,350</b>	<b>\$69,832</b>	<b>\$72,313</b>	<b>\$74,795</b>	<b>\$77,275</b>
<b>2</b>	<b>\$63,303</b>	<b>\$65,785</b>	<b>\$68,266</b>	<b>\$70,747</b>	<b>\$73,229</b>	<b>\$75,711</b>
<b>1</b>	<b>\$61,738</b>	<b>\$64,218</b>	<b>\$66,701</b>	<b>\$69,182</b>	<b>\$71,664</b>	<b>\$74,145</b>
<b>0</b>	<b>\$60,172</b>	<b>\$62,654</b>	<b>\$65,135</b>	<b>\$67,617</b>	<b>\$70,097</b>	<b>\$72,579</b>

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1<sup>st</sup> shall receive a salary supplement of \$1,250 per year. Teachers who hold Ph.D.'s, or E.D.'s, by July 1<sup>st</sup> shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D. or Ed.D. by July 1<sup>st</sup> shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The Superintendent may approve more than four (4) teachers to receive this benefit.

**Salary Schedule 2026-2027**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		<b>8 Credits Must be Graduate level</b>	<b>16 Credits Must be Graduate level</b>	<b>24 Credits Must be Graduate level</b>	<b>32 Credits Must be Graduate level</b>	<b>40 Credits Must be Graduate level</b>
Experience	BA	BA+16	BA+32	MA BA+48	MA+16 BA+64	MA+32 BA+80
15					\$97,323	\$99,903
14					\$95,695	\$98,275
13					\$94,067	\$96,647
12				\$89,859	\$92,440	\$95,020
11			\$85,651	\$88,232	\$90,812	\$93,392
10			\$84,023	\$86,604	\$89,184	\$91,764
9			\$82,394	\$84,975	\$87,556	\$90,136
8	\$75,605	\$78,185	\$80,766	\$83,347	\$85,928	\$88,507
7	\$73,977	\$76,557	\$79,138	\$81,718	\$84,300	\$86,880
6	\$72,348	\$74,928	\$77,510	\$80,091	\$82,672	\$85,252
5	\$70,720	\$73,301	\$75,882	\$78,463	\$81,042	\$83,623
4	\$69,092	\$71,673	\$74,253	\$76,834	\$79,414	\$81,995
3	\$67,463	\$70,044	\$72,625	\$75,206	\$77,786	\$80,366
2	\$65,835	\$68,416	\$70,997	\$73,576	\$76,158	\$78,739
1	\$64,207	\$66,787	\$69,369	\$71,950	\$74,530	\$77,111
0	\$62,579	\$65,160	\$67,741	\$70,321	\$72,901	\$75,482

Teachers who hold certificates from the National Board of Professional Teacher Standards by July 1<sup>st</sup> shall receive a salary supplement of \$1,250 per year. Teachers who hold Ph.D.'s, or E.D.'s, by July 1<sup>st</sup> shall receive a salary supplement of \$2000 each year. Teachers who hold both a National Board Certificate and a Ph.D. or Ed.D. by July 1<sup>st</sup> shall receive \$3,000 each year. The Superintendent may approve additional National Board certificates for specialized areas, such as speech pathology, speech therapy, occupational therapy, etc. The decision is not subject to grievance rights.

Up to four (4) teachers will receive reimbursement for the cost they paid to the National Board for successfully completing a component of the program. No teacher shall receive reimbursement for more than two (2) of the four (4) components, and half the costs required to complete the National Board certification process. The four (4) teachers selected to receive reimbursement will be granted on a first come first served basis. Reimbursement requests must come within the current school year. The Superintendent may approve more than four (4) teachers to receive this benefit.

## Section 5 – SUPPLEMENTAL RETIREMENT ACCOUNTS

Tier III members may request to cash out sick leave at **the calculated daily rate \$300** per sick day to contribute to their District sponsored 403(b) or 457 supplemental retirement account in the amount defined below:

Tier III members with at least:

- 13+ sick days accrued may contribute up to one (1) sick day per year
- ~~32-30~~+ sick days accrued may contribute up to two (2) sick days per year
- ~~40-45~~+ sick days accrued may contribute up to three (3) sick days per year
- **60+ sick days accrued may contribute up to four (4) sick days per year**
- **75+ sick days accrued may contribute up to five (5) sick days per year**

Annual request to cash out sick leave must be received by the District's Business Office no later than May 1<sup>st</sup> on the District provided request form. Timely requests will be processed between May 1<sup>st</sup> and May 31<sup>st</sup>. Exceptions may be granted after May 1<sup>st</sup> if the employee will no longer be employed by SSD.

In the event there is a change in state law which provides new value to TRS Tier III members' accrued sick leave, whether realized at retirement or otherwise, the District is under no obligation to continue the contributions identified in this article.

## **ARTICLE V – INSURANCE**

### **Section 1 - PROVISIONS**

The District will provide health insurance for each full-time teacher. Placement for coverage will be according to the lowest applicable dependent family status. However, nothing shall be construed as prohibiting the movement of teachers to a higher or to a lower classification as family status changes. Teachers whose family status increases will be allowed to move to a higher cost classification without penalty, and teachers whose family status decreases must move to coverage commensurate with their family status.

Before the District makes any significant change in benefits, including the designation of a preferred provider, the proposed change will be submitted for review by a seven (7) member committee, comprised of two (2) Association members, two (2) SESPAs members, two (2) District administrators, and one (1) person mutually agreed upon by the six other members. The committee's review will occur in a timely manner. Its recommendation, if any, will be considered by the District when a decision is made regarding the proposed change. The committee may also periodically meet to make recommendations concerning health insurance issues.

The District shall pay 90% of the premium and the employee will pay 10% of the premium.

The District will not pay the insurance premium for a spouse or dependent if the spouse or dependent is employed by the District and is eligible to receive this benefit.

The Board herewith agrees to continue its program of term life insurance of \$50,000 per covered member, with an equivalent amount available in the event of accidental death or dismemberment. Other family members may be added at the teacher's expense.

When feasible, the Board will offer a Flex Spending Account to teachers.

Surplus of Self-Funded Health Insurance Premiums:

If the District elects to self-fund our health insurance, the District will calculate a final cost of the insurance plan for the previous fiscal year, which shall include all participants in the plan for that year. Using data from the previous year, the School Board will set a self-funded health insurance reserve amount of the fund balance.

To the extent, if any, there is a surplus of premiums paid in excess of costs that are above the reserve level set by the Board, then each employee participant will be refunded on or before December 31<sup>st</sup>, an amount of the surplus that is directly proportional to the amount that the employee participant paid in premiums during the previous fiscal year (as compared to the District's contribution premium).

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 1 - PROCEDURE**

#### 1. Purpose

- a. The purpose of this grievance procedure is to provide speedy equitable settlements of problems in which certified personnel may find themselves involved. Any problem-solving effort must include courtesy and cooperation from all persons involved to assure good morale. Consequently, all problems should be solved at the lowest possible administrative level.
- b. The Association and the District agree to adhere to current Alaska statutes in affording teachers their grievance rights.

#### 2. Definition

- a. Level one grievances shall mean a complaint of a violation of Board policy, or rules and regulations of the District. Level one grievances shall not be subject to binding arbitration but may be presented to the Board if the grievance is not resolved at the first, second, or third step of this procedure. Decisions rendered by the Board shall be final on all level one grievances.
- b. Level two grievances shall mean a complaint by a teacher of an alleged violation, misinterpretation, or misapplication of any provision of this Agreement affecting that teacher. Level two grievances may be processed through all steps of this procedure including binding arbitration.

#### 3. Statement of Basic Principles

- a. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of organization representatives.
- b. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- c. The failure of the aggrieved party to act on any grievance within the various time limits specified herein shall constitute a withdrawal of the grievance and the matter shall be considered finally and fully resolved on the basis of the decision given at the last step. Should the District fail to issue a grievance response when due hereunder at any step, the aggrieved may

proceed directly to the next step. Time limits specified shall run from the date of the District's response or the date said response was due, whichever is earlier. Nothing herein shall prohibit the parties from extending such time limits, however, by mutual agreement.

- d. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the Administration and/or the Association deem it necessary. When the presence of a teacher at a grievance hearing is requested, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- e. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- f. Any final disposition of grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
- g. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching times of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- h. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the staff.

4. Procedures (For "day", refer to Definitions page 3.)

a. First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her/their immediate supervisor.

b. Second Step:

If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with the teacher's principal. The written grievance shall state the nature of the grievance, shall note the specific

clause or clauses of the agreement allegedly violated and shall state the remedy requested. The filing of the written grievance at the second step must occur within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal shall meet with the teacher at a mutually agreeable time within ten (10) days following the filing of the grievance to discuss the grievance and shall communicate his/her/their decision in writing to the teacher and the Superintendent within five (5) days following the meeting.

c. Third Step:

In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) days following the principal's written decision or answer at the Second Step, a written appeal of the principal's decision with the Superintendent. Within ten (10) days after such written appeal is filed, the aggrieved, a representative of the aggrieved as desired, the principal, and the Superintendent shall meet to resolve the grievance. The Superintendent shall communicate a response to the appeal in writing to the teacher, the principal, and the Association within ten days following the Third Step grievance meeting.

d. Fourth Step - Level One:

For level one grievances, if the grievance has not been satisfactorily resolved at the Third Step, the aggrieved teacher may file with the Superintendent, within six (6) days of receipt of the Superintendent's response at the Third Step, a written notice of appeal to the Board. The Superintendent shall see that the grievance is thereafter placed upon the agenda and shall notify the aggrieved teacher of the date and time the Board will consider the matter. Both the aggrieved teacher and the Administration may appear and present their respective positions to the Board. The Board shall provide its written determination of the grievance within ten (10) days following the board meeting.

5. Neutral Third Party

Fourth Step - Level Two:

For level two grievances, if the grievance has not been satisfactorily resolved at the third step, the grievant may request the Association to submit the grievance to final and binding arbitration in accordance with this provision. Should the Association determine to do so, it shall submit a written request for arbitration to the Superintendent within six (6) days following the receipt of the Superintendent's response at the third step. Within six (6) days following the Superintendent's receipt of the Association's request for arbitration, the Superintendent and Association representative shall meet in an effort to

select a mutually acceptable neutral arbitrator. In the event that the parties cannot agree, they shall jointly request from the American Arbitration Association or Federal Mediation and Conciliation Service a list of seven (7) qualified arbitrators. Upon receipt of said list, the parties shall meet and, by alternately striking names from the list, choose the arbitrator. The arbitration hearing shall thereafter take place in Sitka, Alaska, on a date and time selected by the arbitrator.

- a. Neither the Administration nor the Association may assert any grounds or evidence at the arbitration hearing that have not been disclosed to the other party at least six (6) days in advance of the hearing.
- b. The arbitrator is empowered, where appropriate, to make such award as shall make the grievant whole, but in no event may the award include punitive damages nor any amount or relief in excess of the claimed interest lost. The arbitrator shall have no power to amend, vary or depart from the terms of this Agreement or to render a decision requiring the grievant or the District to take action that would be in violation of state or federal law. The arbitrator's award shall be in writing, shall include specific findings and discussion of the rationale of the award, and shall be provided to the Association, the grievant, and the District within fifteen (15) days following the conclusion of the hearing.
- c. The Association and District shall each bear the full cost of its presentation in the arbitration. Fees of the arbitrator and the AAA or FMCS shall be borne equally by the Association and the District.

## ARTICLE VII – DURATION

The duration of the total Agreement will be for **three (3) ~~two (2)~~** years, encompassing the time period from **July 1, 2024, through June 30, 2027.** ~~July 1, 2022, through June 30, 2024.~~

**SIGNATURE PAGE**

The undersigned representatives of the District and the Association hereby agree to the provisions set forth in this Negotiated Agreement.

FOR THE BOARD

FOR THE ASSOCIATION

---

Tristan Guevin  
President  
Sitka School Board

---

Mike Vieira  
President  
Sitka Education Association

---

Date

---

Date

---

Todd Gebler  
Vice President  
Sitka School Board

---

Joe Montagna  
Vice President  
Sitka Education Association

---

Date

---

Date

## APPENDIX A



300 Kostrometinoff Street  
Sitka, Alaska 99835  
Phone: (907) 747-8622  
Fax: (907) 966-1260  
[www.sitkaschools.org](http://www.sitkaschools.org)

### **New Teacher Initial Salary Schedule Placement**

Employee Last Name \_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_

Other name(s) that may appear on transcripts: \_\_\_\_\_

**Hiring Information:** Teaching Assignment Hired to Perform \_\_\_\_\_

School Assignment: \_\_\_\_\_ Hiring Administrator: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Official Start Date: \_\_\_\_\_

**Bachelor's Degree:** Major & Minor Field: \_\_\_\_\_

Name of Institution & Graduation Date: \_\_\_\_\_

**Graduate Degree (If Applicable):** Field of Study: \_\_\_\_\_

Number of Credits to Earn Graduate Degree: \_\_\_\_\_ Graduation Date: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

**Please see attached document titled, “Credit Allocation Charts” outlining all credits, both placement and residual, determined to be allowable during the initial evaluation process.**

Total Non-Graduate Credits Per “Initial Salary Schedule Placement Credit Allocation Chart”: \_\_\_\_\_

Total Credits Per “Residual Qualifying Credit Allocation Chart”: \_\_\_\_\_

Years of Full Time Teaching Experience in a Non-Sitka Accredited Institution: \_\_\_\_\_

(Per the Sitka Education Association Negotiated Agreement 2022-2024, a newly hired teacher is allowed a maximum 8 years of experience.)

Years of Full Time Teaching Experience in the Sitka School District: \_\_\_\_\_

(Per the Sitka Education Association Negotiated Agreement (2022-2024), ALL teaching experience in SSD counts toward placement.)

\_\_\_\_\_ Check here if this is a specialist position that has received advanced placement authorized by the District Superintendent.

**Note:** The District and SEA have agreed to allow the Superintendent the ability to place Occupational Therapists, Physical Therapists, Speech Pathologists, and/or School Psychologists on the salary schedule as needed for hire to maintain these positions within the bargaining unit. None are to be placed higher than MA+32 (Column 6) Step 10.

**Salary Schedule Column Placement**

(Check Appropriate Line)

\*Note: Half of credits must be graduate credits for any step beyond BA

**Salary Schedule Row Placement**

(Select Number of Years of Experience)

\_\_\_\_\_

First Year Base Salary: \$ \_\_\_\_\_

**Select if employee has the following additional certifications:**

Total First Year Salary (Base + Certifications): \$ \_\_\_\_\_

Reviewer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Using all information provided to the District by the above named employee as of the signature dates below, I hereby certify that this is the highest and most appropriate placement on the Sitka Educational Association Salary Schedule for the fiscal year FY\_\_\_\_\_.

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

By signing this document, I hereby confirm that all credits earned prior to the date of hire listed on this document have been accounted for and certify the placement, also specified in this document, on the Sitka Educational Association Salary Schedule for FY\_\_\_\_\_. Any future questions in regard to credits and/or schedule placement will be referred to this document.

If any credits have been accounted for in this document of which official record of these transcripts are not currently on file with the Superintendent's office, I will take the appropriate steps to provide an official copy of these transcripts by December 1<sup>st</sup> of the current school year or be subject to an appropriate reduction in salary schedule placement.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

***Any Questions or Concerns with the findings presented on this form should be directed to the Sitka School District Business Manager, 907-966-1754***

## Credit Allocation Charts

### Initial Salary Schedule Placement Credits

List all graduate and other qualifying credits from earliest to most recent, omit any non-qualifying credits  
 (Qualifying is defined per Sitka Education Association Negotiated Agreement (2022-2024) Pages 53-56, Article IV, Section 2):

Name of Institution	Date(s) Attended	Semester (Quarter)/ Year	Course Name or Number	Verified by Official Transcript (Y/N)	Non-Graduate Credits*	Graduate Credits*
<b>Total Credits Used for Initial Salary Schedule Placement</b>						

\*Use this table to convert Quarter hours into Semester Hours and other guidance:

1 Quarter Hour =	2/3 Semester Hour	4 Quarter Hours =	2 2/3 Semester Hours
2 Quarter Hours =	1 1/3 Semester Hours	5 Quarter Hours =	3 1/3 Semester Hours
3 Quarter Hours =	2 Semester Hours	6 Quarter Hours =	4 Semester Hours
No credit for failed or incomplete courses			

Residual Qualifying Credits After Initial Placement

These credits qualify toward future advancement on the salary schedule

List all graduate and other qualifying credits from earliest to most recent, omit any non-qualifying credits  
 (Qualifying is defined per Sitka Education Association Negotiated Agreement (2022-2024) Pages 53-56, Article IV, Section 2):

Name of Institution	Date(s) Attended	Semester (Quarter)/ Year	Course Name or Number	Verified by Official Transcript (Y/N)	Non-Graduate Credits*	Graduate Credits*
<b>Total Residual Qualifying Credits</b>						

\*Use this table to convert Quarter hours into Semester Hours and other guidance:

1 Quarter Hour =	2/3 Semester Hour	4 Quarter Hours =	2 2/3 Semester Hours
2 Quarter Hours =	1 1/3 Semester Hours	5 Quarter Hours =	3 1/3 Semester Hours
3 Quarter Hours =	2 Semester Hours	6 Quarter Hours =	4 Semester Hours
No credit for failed or incomplete courses			

## APPENDIX B



300 Kostrometinoff Street  
Sitka, Alaska 99835  
Phone: (907) 747-8622  
Fax: (907) 966-1260  
[www.sitkaschools.org](http://www.sitkaschools.org)

### **Credit Approval Application**

(Completed by Employee and turned into District Business Office)

**Review Committee Session Applied To (check one) \*:**     October     January     May

**\*Note:** Applications for consideration of credit approval must be submitted to the review committee prior to the 1<sup>st</sup> of the month listed above.

**Teacher Last Name:** \_\_\_\_\_ **First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Other name(s) that may be on transcripts:** \_\_\_\_\_

**Current Teaching Assignment(s):** \_\_\_\_\_

**Undergraduate Major Field:** \_\_\_\_\_

**Undergraduate Minor Field:** \_\_\_\_\_

#### **Criteria for Allowable Credits:**

Per the Sitka Education Association Negotiated Agreement (2022-2024), Article IV. – Salary Agreement, Section 2 - Requirements, Part C, credits must meet the following standards to be considered allowable:

- All graduate-level coursework from an accredited college or university.
- All 300 level or above courses in English, Math, Science or Social Studies
- Applicable education courses that fall into the following criteria:
  - Courses applicable to the teacher’s current teaching assignment.
  - Courses in the teacher’s major or minor field.
  - Certain workshops will be allowed to the same extent as they are allowed with prior approval by the Department of Education for renewal of a teaching certificate.
  - Courses labeled “professional development” may be used as graduate credit courses.

**The Superintendent of Schools determines eligibility for advancement for educational attainment and may approve exemptions to the requirements if the circumstances are deemed to be unique.**

**All approved credit applications will be maintained in the employee file.**

**Be sure to complete, sign, date, and return the attached table with this cover sheet.**







APPENDIX D

**COMPENSATORY TIME LOG**

Employee Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date	Reason	Time Worked	Balance	Signature	Date	Comp Time Used	Balance	Signature

**Instructions:**

It is recognized that the teacher’s work week includes responsibility to participate in required professional duties defined as IEP meetings, staffings, and in special or unusual circumstances which may extend beyond or occur outside the thirty-seven and a half (37½) hour work week. The special or unusual circumstances are to be determined by the Superintendent or designee. In recognition of meeting required timelines and legal requirements, members of the IEP team shall collaborate on setting a mutually agreed upon time for ESER/IEP meetings. Starting with the fourth and for each subsequent required professional duty that extends or occurs beyond the 37½ hour work week the teacher shall be provided compensatory release time to be taken at a time mutually agreed upon by the teacher and their principal. It is the sole responsibility of the teacher to document time involved in professional duties that extend or occur beyond the 37½ hour work week and to make any requests for compensatory release time to their supervisor. **Documentation must include colleague or supervisor initials to certify time spent.**



APPENDIX E

**Sick Leave Donation Form**

I wish to donate sick leave in the amount of \_\_\_\_\_ days to:

\_\_\_\_\_  
(Print name of Recipient)

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Department/School

\_\_\_\_\_  
Department/School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**6. Sick Leave Bank Donation**

A teacher, at their discretion, may donate up to ten (10) sick leave days at a time directly to another teacher who has exhausted all their accrued leave and is not otherwise eligible to draw from the sick leave bank. Such donations may only be made to a teacher whose necessary absence from work results from an illness or injury to the teacher or a member of the teacher's immediate family. Eligibility is dependent upon exhaustion of a certified employee's sick leave, personal leave, and sick leave bank. The donation must be approved by the Superintendent or Superintendent's designee. Donated leave will not be drawn from the donor until needed by the recipient. Application for sick leave donation shall be made upon the Sick Leave Donation form provided by the District, and submitted to the Superintendent signed by both teachers.

Members may request sick leave donations through the sick leave bank once every 24 months. Sick leave donations will not carry over into the next school year. If donated sick leave days are not used by the member, the remaining days will be deposited into the sick leave bank.

The Sick Leave Bank Committee has confirmed that the above-named Recipient satisfies the following conditions:

- Is a member of the SEA Sick Leave Bank
- Has exhausted their maximum eligibility for an award of Sick and Catastrophic Leave from the Sick Leave Bank

\_\_\_\_\_  
SEA Sick Leave Bank Committee Chair

\_\_\_\_\_  
Date

Approved     Disapproved

Superintendent \_\_\_\_\_

Date: \_\_\_\_\_

# 2024-2025 Sitka School District School Calendar

## July 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August 2024 (13T/8S)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	●	●	●	17
18	●	W	so	22	23	24
25	26	27	28	29	30	31

## September 2024 (20T/20S)

S	M	T	W	T	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## October 2024 (23T/20S)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	W	19
20	21	22	23	C	N	26
27	28	29	30	31		

## November 2024 (19T/18S)

S	M	T	W	T	F	S
					●	2
3	4	5	6	7	8	9
10	13	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	er	H	H	30

## December 2024 (15T/15S)

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	V	V	H	V	V	28
29	V	V				

## January 2025 (19T/17S)

S	M	T	W	T	F	S
			H	V	V	4
5	●	●	so	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	30	31	

## February 2025 (20T/19S)

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	●	18	19	20	21	22
23	24	25	26	27	28	

## March 2025 (16T/13S)

S	M	T	W	T	F	S
						1
2	3	4	5	6	W	8
9	10	11	12	C	N	15
16	V	V	V	V	V	22
23	24	25	26	27	28	29
30	31					

## April 2025 (22T/21S)

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	●	19
20	21	22	23	24	25	26
27	28	29	30			

## May 2025 (16T/15S)

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	LD	●	23	24
25	H	27	28	29	30	31

## June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

All Schools:  
August 21 – December 20  
January 8 – May 21

183 Days  
6 Holidays  
189 Contract Days

### Inservice/Conference Dates:

- SO = School opens students
- C = Parent/Teacher Conference (no school)
- H = Holiday (no school)
- N = No School – All Schools
- V = Vacation (no school)
- = In-service (no school)
- W = Teacher Workday (no school)
- er = Early Release
- LD = Last Day of School Students
- SB = School Board Meeting

○ = Quarter Ends

Q1 ends Oct. 17<sup>th</sup>  
Q2 ends Dec. 20<sup>th</sup>  
Q3 ends Mar 6<sup>th</sup>  
Q4 ends May 21<sup>st</sup>

**Early Release:**  
Oct 18 – Alaska Day  
Nov. 27 – Thanksgiving Eve

**6 Holidays:**  
Sept 2 - Labor Day  
Nov 28 & 29 - Thanksgiving  
Dec 25 – Christmas  
Jan 1 - New Year's Day  
Jan 20 – Martin Luther King Day

**July 2025**

<del>S</del>	<del>M</del>	<del>T</del>	<del>W</del>	<del>T</del>	<del>F</del>	<del>S</del>
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>	<del>31</del>		

**August 2025 (13T/8S)**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	●	●	●	16
17	●	W	SO	21	22	23
24	25	26	26	28	29	30
31						

**September 2025 (21T/20S)**

S	M	T	W	T	F	S
	H	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	●	27
28	29	30				

**October 2025 (23T/20S)**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	W	18
19	20	21	22	C	N	25
26	27	28	29	30	31	

**November 2025 (18T/18S)**

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	er	H	H	29
30						

**December 2025 (15T/15S)**

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	V	V	V	H	V	27
28	V	V	V			

**Sitka School District  
School Calendar  
2025-2026**

All Schools:  
August 20 – December 19  
January 7 – May 20

183 Days  
6 Holidays  
189 Contract Days

**Inservice/Conference Dates:**

- SO = School opens students
- C = Parent/Teacher Conference (no school)
- H = Holiday (no school)
- N = No School – All Schools
- V = Vacation (no school)
- = In-service (no school)
- W = Teacher Work Day (no school)
- er = Early Release
- LD = Last Day of School Students
- SB = School Board Meeting

○ = Quarter Ends

Q1 ends Oct. 16  
Q2 ends Dec. 19  
Q3 ends Mar. 5  
Q4 ends May 20

**Early Release:**

Nov 26 – Thanksgiving Eve

**6 Holidays:**

Sept 1 - Labor Day  
Nov 27 & 28 - Thanksgiving  
Dec 25 – Christmas  
Jan 1 - New Year's Day  
Jan 19 – Martin Luther King Day

**January 2026 (19T/17S)**

S	M	T	W	T	F	S
			V	H	V	3
4	●	●	so	8	9	10
11	12	13	14	15	16	17
18	H	20	21	22	23	24
25	26	27	28	29	30	31

**February 2026 (20T/19S)**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	●	17	18	19	20	21
22	23	24	25	26	27	28

**March 2026 (17T/14S)**

S	M	T	W	T	F	S
1	2	3	4	5	W	7
8	9	10	11	C	N	14
15	V	V	V	V	V	21
22	23	24	25	26	27	28
29	30	31				

**April 2026 (22T/21S)**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	●	18
19	20	21	22	23	24	25
26	27	28	29	30		

**May 2026 (15T/14S)**

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	LD	●	22	23
24	H	26	27	28	29	30
31						

**June 2026**

<del>S</del>	<del>M</del>	<del>T</del>	<del>W</del>	<del>T</del>	<del>F</del>	<del>S</del>
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
<del>28</del>	<del>29</del>	<del>30</del>				

**Model Policy - NOT Current SSD BP  
WORKING**

**BP 6174.1 EDUCATION OF NATIVE/INDIAN CHILDREN**

**Community and Parental Involvement**

Note: [Title 20 of the United States code](#) mandates that school districts receiving Impact Aid funds have a policy ensuring all parents and community members, including IRA and traditional councils, have the opportunity to submit their views and active consultation relating to the district's education and cocurricular programs. It is the law's intent to encourage the maximum participation by Alaska Natives in the planning and management of Alaska Native education programs.

Note: Under the Every Student Succeeds Act, "**affected**

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"**affected** school districts" are required to consult with local tribes or tribal organizations prior to submitting a plan or application for federally covered education programs. Affected districts are those that either: 1) have 50% or more of its student enrollment made up of Alaska Native students; or 2) received an Indian education formula grant under Title VI in the previous year that exceeds \$40,000. Consultation must be done "in a manner and in such time that provides the opportunity for such appropriate officials from Indian tribes or tribal organizations to meaningfully and substantively contribute to plans under covered programs." Federal programs requiring consultation between tribes and affected school districts include:

Title I, Part A (Improving Basic Programs Operated by State and Local Educational Agencies)

Title I, Part C (Education of Migratory Children)

Title I, Part D (Prevention and Intervention Programs for Children and Youth who are Neglected,

Delinquent, or At-Risk)

Title I, Part A (Supporting Effective Instruction)

Title I, Part A (English Language Acquisition, Language Enhancement, and Academic

Achievement Act)

Title IV, Part A (Student Support and Academic Enrichment Grants)

Title IV, Part B (21st Century Community Learning Centers)

Title V, Part B, subpart 2 (Rural and Low-Income School Program)

Title VI, Part A, subpart 1 (Indian Education Formula Grants to Local Educational Agencies)

The [Sitka](#) School Board recognizes that all parents and community members, including IRA and Traditional Councils, have a special interest in the education programs and cocurricular programs [provided for](#) their children. To provide an opportunity for them to be meaningfully involved in the development, implementation, and evaluation of each school's educational and cocurricular program, all interested parties will mutually enter into Indian Policies and Procedures (IPP's), which are incorporated into and adopted as the policy of the School Board. The policies must be drafted in accord with [20 USC 7704](#) and [34 CFR 222.94](#). In addition, the following procedures will be used:

Note: Where "Advisory Committee" appears, the board may wish to specify/designate what body will be responsible for implementing this policy based on the needs of your district.

4. At a meeting of [an IPP](#), ~~a School Board~~ Advisory Committee called for that specific purpose, the principal will present a detailed description of ~~that school's~~ [the](#) education program including curriculum (course description, scope and sequence) and program evaluation procedures as

well as the co-curricular program provided. At least two weeks prior to that meeting public notice will be given through newspapers, public posting, and radio announcements, where appropriate, stating the agenda and purpose of the meeting. To further ensure community involvement, a written invitation will be sent to the IRA and/or Traditional Council.

2. During the planning and development of local education programs all parents and community members including IRA and Traditional Councils, will be actively consulted in the following manner:
  - a. At each Advisory Committee meeting where program applications for financial assistance are reviewed all members of the public will be given an opportunity to present their views.
  - b. All members of the public will have an opportunity to present their overall views on the educational program and its operation.
  - c. All members of the public will have an opportunity to make recommendations concerning the needs of their children.
  - d. All members of the public will be given the opportunity to comment on the way in which they can assist their children in realizing the benefits to be derived from the educational program.

*(cf. 6020 - Parent Involvement)*

## **Nondiscrimination**

The Sitka School District certifies that all children participate in the school program on an equal basis regardless of age, sex, race, age, creed, color, national origin, or ethnic background and shall not be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity of the district consistent with Title IX of the Education amendments of 1972 and Title VI of the Civil Rights Act of 1964.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

## **Educational Program**

Note: Under the Every Student Succeeds Act, the government is dedicated to the development of curriculum materials that reflect the cultural diversity of Alaska Natives, instructional programs that make use of Native Alaskan languages, and programs and materials designed to address the needs of rural Alaska schools. This includes supporting the unique educational needs of rural school children by incorporating qualified Alaska Native elders and seniors.

The primary purpose of the educational program is to provide experiences by which individuals will learn within the context of their needs as well as the broader needs for which the district shares a responsibility. Under this assumption, the school is viewed as a link between the individual and learning resources and experiences available to meet both short- and long-range needs. To encourage the strongest and most viable linkage, the Sitka School Board recommends:

1. A program which is individualized to the maximum extent and which provides as many options as possible within educational goals statement previously made.
2. An organization plan by grade level or function which considers local expectations and efficiency of operation rather than an arbitrary pattern of organization. Individualization of program for students and optimum staff utilization demands an organizational plan based upon statement performance, skill grouping, and activity grouping rather than a rigid grouping by age, sex, or other non-educational basis.

3. A staff utilization procedure which establishes specific personnel needs based upon the

programs requirements. All persons, directly or indirectly ~~effect~~affect the school operation. Certificated, classified and resource personnel, as well as students in certain circumstances, are considered in developing procedures for staff utilization.

4. A guidance and individual program planning effort which assures the widest choice of alternatives to individual students over their period of formal education. Emphasis will be upon bringing the student in direct contact with those educational experiences and resources which best meet short- or long-range needs.
5. An assessment program which uses both subjective and objective measures in determining student performance and the effectiveness of the school program in achieving learning objectives. This program is an integral part of the guidance function and requires both the involvement and understanding of students and parents in its development.
6. A wide range of learning materials and techniques which will meet the needs of students and of those responsible for instructional or learning activities. Special consideration must be given to unique cultural and language requirements. Audio and video materials, as well as print materials, are particularly important to the concepts- of individualization and maximum learning options.
7. A program for bringing students, schools and communities together in various educational, cultural, and recreational activities. [The Alaska High School Activities Association](#) [Alaska School Activities Association \(AHSAAASAA\)](#) is recognized as the authority for all high school interscholastic activities. The district accepts as binding all [AHSAAASAA](#) rules and regulations for membership and competition. All activities will be made available to students on a nondiscriminatory basis.
8. Maximum use of community resources as an integral part of the curriculum. Budgetary and administrative procedures should promote this utilization with standards established at the district and community level.
9. A continuous program of curriculum development at the community and district level. In this way the program will remain dynamic from both a content and organizational standpoint. Innovative or pilot efforts should be encouraged within whatever constraints must be applied to afford protection of students from potentially harmful experimentation.
10. That in those areas which may be viewed as controversial, instructional procedures will be confined to a body of factual information with acceptance or interpretation left to the student. Religion is recognized as an important historic element but specific religion responsibility rests with the home and church. The Advisory Committee and parents should play a major role in determining how controversial issues will be handled BEFORE SPECIFIC CONTROVERSIES OR ISSUES ARISE. Areas often found as the source of controversy are sex education, alcohol, and drug education.
11. Special programs, such as Title 1, Migrant Education, and Indian Education be designed, implemented and evaluated with input from parents and teachers of involved students. Specific activities may include but are not limited to:
  - a. Notifying each child's parents and teachers in a timely manner that the child has been selected to participate in the program.
  - b. Informing parents and teachers of specific objectives of the program.
  - c. Establishment of parent-teacher conferences.
  - e. Providing materials, suggestions and training to enable parents to promote education at home.
  - f. Providing timely information concerning the program's plans and evaluations.
  - g. Soliciting parents and teacher suggestions in planning and operating the program.
  - h. Facilitating volunteer or paid participation by parents in school activities.

i. Establishing parent advisory committees.

*Legal Reference:*

UNITED STATES CODE

[20 USC §§ 7541-7546](#), *Alaska Native Educational Equity, Support, and Assistance Act*

[20 USC § 7704](#) *Policies and procedures relating to children residing on Indian Lands*

CODE OF FEDERAL REGULATIONS

[34 CFR 222.94](#) *What provisions must be included in a local educational agency's Indian policies and procedures?*

*Revised 4/2022*

**9/92**

**AASB Policy Reference Manual**

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**WORKING**

# ***Model Policy***

## **AR 6174.1 EDUCATION OF NATIVE/INDIAN CHILDREN**

Note: A stated purpose of the Every Student Succeeds Act is to authorize the development of supplemental educational programs to benefit Alaska Natives, and to supplement existing programs and authorities in the area of education to further the purpose of the Act.

### **Modification of Educational Program to Allow Equal Participation in Programs by Native Students**

When it becomes apparent that Native students do not have the opportunity to participate in an educational program on an equal basis with non-Native students, and the situation cannot be remedied by an administrative order, a task force comprised of teachers, students (if applicable), and parents will be created and charged with the specific duty of modifying the program to allow such equal opportunity to participation.

### **Parent and Tribal Involvement in Review of Impact Aid and Title VI Applications**

Each fall at the appropriate time, Impact Aid and Title VI 506 forms application cards will be distributed ~~to the students at each school to be brought home~~ and filled out by the parent/guardian. Upon return of the cards/forms, they will be submitted to the Student Records office in the District Office where the formal Impact Aid application will be completed. Copies of the completed document will be sent to each school to be discussed at an Advisory Committee meeting and sent home with students or mailed directly to the parents. Additionally, a copy of the completed document will be sent to the appropriate tribal officials, IRA Councils, Traditional Councils, and the Association of Village Council Presidents.

### **Dissemination of Program Plans for New Educational Programs**

District wide education programs to be initiated by the district will be reviewed by the Curriculum Review Committee for approval prior to being submitted to the district School Board for action. In addition, new district wide programs will be discussed at an Advisory Committee meeting at each site called for the reason of discussing the program. Parents, community members, and appropriate tribal officials will be invited to the meeting. Information on the program will be sent home with students or mailed to parents. Appropriate tribal officials will be mailed information on the program.

When an individual site initiates a new program, it will be discussed at an Advisory School Board Committee meeting called for the specific reason of discussing the

program. Parents, community members, and appropriate tribal officials will be invited to the meeting and information on the program will be either sent home with students or mailed to parents. Appropriate tribal officials will be mailed information on the program.

Site initiated programs must be forwarded to the Curriculum Office for review and approval by the Curriculum Review Committee prior to submittal to the district School Board for action.

### **Procedures for Assessing the Meaningfulness Impact of Alaska Native/American Indian Input on IPP Policies and Outcomes**

Each year the School Board will appoint charge at the IPP committee to assess the meaningfulness-impact of community input on IPP policies and outcomes. This committee will review the Alaska Native/American Indian input on, opportunity for input on, and the district's response to such input on the district's IPP policies. Should the committee determine that the district's policies and procedures require modification as a result of comments submitted by tribal officials and parents, its recommendations will be presented to the School Board for action at its next regularly scheduled meeting.

*Revised 3/2016*

**9/92**