

NEGOTIATED CONTRACT

BETWEEN

VALDEZ FEDERATION OF TEACHERS, LOCAL 3479,
APEA/AFT (AFL-CIO)

AND

VALDEZ CITY SCHOOL DISTRICT

FOR THE

2022-2023

2023-2024

2024-2025

SCHOOL YEARS

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ARTICLE I

RECOGNITION

- A. The Board recognizes the VAFT as the exclusive bargaining agent for all those persons in the bargaining unit, during the term of the negotiated contract.
- B. The VAFT agrees to represent equally and without prejudice all members of the bargaining unit on items concerning the negotiated contract.
- C. The VAFT recognizes the management rights of the Board to perform those duties and functions which are necessary and proper to operate the School District.
- D. Copies of all MOA's and MOU's impacting the bargaining agreement must be provided to VAFT in a timely manner.

ARTICLE II

DEFINITIONS

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

<u>Bargaining Agent:</u>	The Valdez American Federation of Teachers, to be known as VAFT.
<u>Teacher:</u>	All one-third or more contracted personnel who are required to have a teaching certificate for the position held excluding personnel whose primary function is administrative, to provide contracted services, or to serve as a long-term substitute. Benefits for less than full-time employees shall be prorated on a full-time equivalent basis. Employment of long-term substitutes shall be in accordance with AS 14.07.060.
<u>Board:</u>	The governing body of the Valdez City School District.
<u>Extra-Curricular:</u>	Activities as defined and listed in this negotiated contract.
<u>Approved Institution:</u>	A college or university accredited by the Northwest Association of Schools and Colleges (or equivalent regional accrediting association) or approved by the Superintendent.
<u>Day:</u>	A calendar day except as otherwise may be specified herein.
<u>District:</u>	The Valdez City School District, and as may be applicable, shall mean the Board and/or the administration of the District.
<u>Grievant:</u>	The VAFT filing a grievance.
<u>Semester Hour:</u>	A semester hour of credit, or the quarter-hour equivalent thereof.
<u>Seniority:</u>	Seniority shall be defined as length of continuous service in the bargaining unit, part-time or full-time, or a combination of both, measured from initial date of contract employment. Paid or unpaid leave or lay-off shall not be considered as interruption of service in accordance with AS 14.20.330 & 345.
<u>Superintendent:</u>	The Superintendent of the District or the Superintendent's designee.
<u>Union:</u>	The Valdez American Federation of Teachers.
<u>Stipulated Settlements:</u>	At any time during the processing of the grievance, the Superintendent and the VAFT President may stipulate to a binding settlement resolving the grievance.
<u>Immediate Family:</u>	Spouse/significant other, father, mother, son, daughter, brother, sister, employee's grandparent(s), grandchildren and spouse's parent(s).

ARTICLE III

GRIEVANCE PROCEDURE

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

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

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

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

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

STEP III - If the grievance is not resolved at Step II, the VAFT may refer the grievance in writing, setting forth the nature of the grievance, all available pertinent information and the basis for appeal from the decision of the Superintendent, to the President of the School Board (copy to the Superintendent) within ten (10) days after receipt of the Step II decision. The President of the School Board shall, within five (5) days, appoint a panel of three Board members to conduct a hearing within ten (10) days. All information used as evidence in the grievance shall be made available to both parties. The hearing shall be informal and technical rules of evidence will not be observed. The hearing will be in Executive Session. Upon conclusion of the hearing, the panel shall present its findings and make recommendations to the Board. Within ten (10) days, in the presence of the grievant, the Board will hold an executive

session and deliberate. At the deliberations, a vote will be called by the Board to agree or disagree in a public meeting. It is not the intent to deprive the Board of its right to discuss matters of grievance in private executive session. The grievant shall be rendered a decision in writing from the Board within ten (10) days of the Board's meeting. Such statement shall contain a brief summary of the Board's findings and the conclusion(s) reached.

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

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

General guidelines for the hearing will be as follows:

1. Hearing procedures will be determined by the arbitrator.
2. The arbitrator's decision shall be final and binding but that decision may not alter, modify, add to, subtract from any of the terms of the contract.
3. Expenses - The cost for the services for the arbitration including per diem and travel expenses and the cost of any hearing room shall be borne by the losing party or as apportioned by the Arbitrator if there is no clear losing party. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expense of witnesses called by the other.

ARTICLE IV

INSURANCE

A. Liability Insurance

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

B. Life Insurance

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

C. Health Insurance

Health benefits shall be provided as follows:

1. Plan Benefits will be those attached to this Agreement as Appendix B.
2. The District shall pay 92.5% of the average "Total Expected Cost" per employee.
3. Teachers shall pay 7.5% of the average "Total Expected Cost" per employee. A teacher's share of the average "Total Expected Cost" shall be made in substantially equal payroll deductions.
4. "Total Expected Cost" shall be determined on an annual basis by the Third Party Administrator. As part of the process of making the determination of the "Total Expected Cost," the Third Party Administrator shall consult with the District/VAFT Health Insurance Advisory Committee.
5. The District/VAFT Health Insurance Advisory Committee shall consist of three individuals appointed by VAFT and three individuals appointed by the Superintendent. The Committee shall meet as may be agreed between the parties and no less than three times per school year. The Committee shall consider and make recommendations (by consensus) regarding current health insurance issues such as benefits, insurance funding, changes or modifications thereto and procedures and protocols related to the operation of the Committee. If the Committee recommends changes, such changes may be implemented during the term of this Negotiated Agreement upon the written agreement and ratification by the District and VAFT.
6. Orthodontia benefit will cover up to 50% of the usual, customary and reasonable charges up to an individual maximum lifetime benefit of \$2,500.00 exclusive of all other covered dental services.
7. The current benefits shall remain unchanged throughout the life of the contract, regardless of carrier, and shall be as set out in Appendix B.

D. General

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

ARTICLE V

WORK YEAR/DAY

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

ARTICLE VI

LEAVE

A. Sick Leave:

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

2. Uses of Sick Leave:

a. Illness

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

b. Temporary Disability:

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

c. Bereavement Leave:

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

Other requests for bereavement leave would be referred to the VAFT Bereavement Leave Bank

3. Sick Leave Bank

A sick leave bank shall be established to enable members, because of unusual circumstances to draw additional sick leave after their earned sick and personal leave has been exhausted. Teachers may become a member of the bank by contributing one day of earned sick leave annually within the first thirty calendar days of the beginning of the school year, or, for new employees, within the first thirty calendar days of commencing employment with the District, and thereafter within the first thirty calendar days of the beginning of the school year. Once a member has chosen to join the bank, they may not withdraw. A member leaving the District may choose to donate the balance of their sick leave to the sick leave bank at the time of their separation.

A member who has exhausted all earned sick leave and personal leave and who requires additional sick leave due to unusual circumstances resulting in the member's illness or disability may apply to the bank for additional sick leave, not to exceed 24 days. In the case of severe illness or extreme hardship, a member may be permitted to withdraw more leave at the discretion of the sick leave bank governing committee, with the consent of the Board.

If during the course of the school year, the number of days in the bank falls below 75 days, all current members will be required to donate an additional day. All leave transferred to the bank by an employee is final and not recoverable for re-credit to their personal sick leave account.

The sick leave bank shall be administered by a governing committee of 2 bank members elected by the bank membership annually and one administrator appointed by the Superintendent. The committee shall meet as frequently as is necessary to consider leave requests and to otherwise administer the bank. The committee shall promptly record and report all leave transactions to the District business manager.

B. Personal Leave:

A certificated employee shall be entitled to accrue four (4) days of approved personal leave with pay, per year up to a total of ten (10) days. An employee is entitled to use ten days during the school year. If not used, the employee may be paid at the per diem rate set in policy. The employee shall indicate his/her option thirty (30) calendar days prior to the end of the school year. Application to use leave should be made to the employee's immediate supervisor at least one (1) week in advance and authorization to take leave must be obtained before leave can begin.

A certificated employee with an emergency which requires more personal days than accrued, may request up to three (3) additional days of leave without pay, subject to Superintendent approval..

C. Union Leave

The Board shall provide ten (10) days per year of professional leave with pay to be used by members of the VAFT. Written notice of intent to use this leave shall be submitted to the Superintendent by the VAFT. Any unused leave at the end of the school year shall be rolled to the next year. Not to exceed twenty (20) days.

D. Sabbatical Leave

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

Final application date for sabbatical leave is March 1 of the preceding school year. Requests for sabbatical shall be made in writing to the Superintendent. All written requests must include any specific proposal for compensation. A teacher granted sabbatical must state in writing his/her intention to return from such leave by March 1, prior to the school year the teacher plans to return. Tenured teachers granted a sabbatical shall be subject to the provisions in AS.14.20.280-.350.

E. Leave of Absence

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

ARTICLE VII

REDUCTION IN STAFF

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

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

ARTICLE VIII

EXTENDED CONTRACT

- A. If teaching personnel are requested by their local administrator to work in addition to the normal school year, they shall be given extended contracts stipulating the number of days in excess of those required of all other teachers. The additional pay for these days will be the same per diem rate as for the teacher's regular teaching contract days. The decision for an extended contract shall be made with the concurrence of the teacher, the Superintendent, and the School Board.

- B. To facilitate the transition when a teacher retires, the retiring teacher may be offered the option of an extended contract. The purpose of the extended contract may be to update curriculum, inventory equipment, and provide reports concerning ongoing programs and written recommendations for a new teacher or any other activities the Board may desire to assign to the teacher.

ARTICLE IX

SALARY SCHEDULE EXPLANATION

- A. Initial ratings are established by allowing one step for each year (160 days minimum) of teaching experience to a maximum of six (6) years..

- B. All new staff with less than 4 years of experience will begin at a step 4 and remain there until their years of experience catch up and they advance on the scale.

- C. Fractional year teaching experience, excluding substitute teaching shall be combined for salary advancement if they total 190 teaching days.

- D. Type A certified teachers with Vocational Endorsement will be placed for salary purposes allowing a maximum of two (2) years of work experience related to a teacher's assignment (2000 hours = 1 years' experience) following completion of the Bachelor's degree.

- E. Courses taken for advancement horizontally on the salary schedule must conform with the following criteria:
 - 1. Administered by an accredited college or university.
 - 2. Cannot be taken more than once.
 - 3. Must be in the teaching assignment of teacher, or area of certification, recommended as part of the teacher's plan of improvement, approved professional growth plan, or other approved graduate or upper division courses.
 - 4. In-Service and/or courses provided by the School District are allowable, if they meet the other conditions of this section.
 - 5. Official transcripts and requests for horizontal advancement must be made to the Business Office in writing by September 1.

- F. Teachers who receive National Board Teacher Certification will receive \$2,000 in additional salary in the first school year after completion and verification. In subsequent years teachers will receive \$1,000 additional salary per year. If a teacher has National Board Teacher Certification when hired, that teacher will receive \$1,000 additional salary per year.

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

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

If the Superintendent does not allow credits to be used toward the salary schedule, and a teacher believes the credits should be allowed the teacher shall forward the request to the School Board. The Board will make the decision. If a teacher is still not satisfied with the decision, a grievance may be filed at the step 3 level by the VAFT.

One time payment for FY23 of \$2,000, FY24 of \$2,000 and FY25 of \$2,000

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

On July 1, 2022 the base salary in the Negotiated Salary Schedule 0 experience and BA education will be increased by 2.50%.

On July 1, 2023 the base salary in the Negotiated Salary Schedule, 0 experience and BA education will be increased by 2.50%.

On July 1, 2024 the base salary in the Negotiated Salary Schedule, 0 experience and BA education will be increased by 2.00%.

APPENDIX A NEGOTIATED SALARY SCHEDULE

ARTICLE X

LEGAL TRUST

- A. Effective the first payroll after July 1, 2017, in addition to the wages paid per this Agreement, the Employer agrees to pay the Alaska Public Employees Association/AFT Legal Trust Fund (hereinafter the Fund) \$12.00 per month per Bargaining Unit Member in pay status in which the contribution is made.
- B. The Employer shall remit the amount due for the previous month to the Fund within fifteen (15) days after the pay date.
- C. The Fund shall be sponsored and administered by APEA/AFT and the Employer shall have no voice in the amount or type of service provided by this plan, however, services provided by the Fund shall not be used in actions involving or in a position averse to the Employer. The Fund shall attempt to obtain the maximum service possible for the employees.
- D. This Article confers only the right to demand and enforce payment of the required contributions. Failure by the Employer to remit the required contribution does not give rise to any grievance or cause of action by the Association, its members or any other person for other harm or damages which might result from the failure of the Employer to remit the required contribution. The provision or retention of legal assistance under this Article is the sole and exclusive responsibility of the Association and/or the member. Unless such actions are taken to demand and enforce payment by the Employer of the Required Contributions, the Association agrees to defend, indemnify and hold harmless the Employer against any and all legal actions, orders, judgements or other decisions rendered in any proceeding as a result of the implementation of this Article.

ARTICLE XI

EXTRA-CURRICULAR ACTIVITIES

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

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

The number of positions approved for each activity will be as listed below. A Labor Management Committee will be formed including 3 members of the VAFT and three from the Administration. The primary task for the Committee will be to determine which activities should be included on the list and review the appropriate number of staff assignments for each activity. The committee will complete this task not later than June 30th each year.

*% of 1*2 on the Negotiated Salary Schedule

<u>Level*</u>	<u>Activity</u>	<u>No. of Positions</u>
A1	Head Coaches – High School	
13%	-in the following sports with more than 3 years’ equivalent experience in that sport:	
	Basketball	2
	Swimming	1
	Volleyball	1
	Wrestling	1
	Cross Country Skiing	1
	Wellness Room Advisor	1
	Football	1
	Cheerleading	1
	Rifle	1
	Middle School Athletic Director	1
A2	Head Coaches – High School	
10.75%	- less than 3 years’ equivalent experience in the above respective sports	
B1	Assistant Coaches – High School	
8.5%	- in the following sports with more than 3 years’ equivalent experience in that sport:	
	Basketball	2
	Swimming	1
	Volleyball	1
	Wrestling	1
	Cross Country Skiing	1
	Football	1
	Rifle	1
	Head Coach – High School	
	- in the following sport with more than 3 years equivalent experience in that sport:	

High School Yearbook Advisor	2 (note 1)
Academic Decathlon	1
High School Drama	1
Jazz Band	1

B2 **Assistant Coaches – High School**
7.5% - less than 3 years' equivalent experience in the above HS Asst. Coaches at VHS in that respective sport:

Head Coach – High School
- in the following sport with more than 3 years' equivalent experience in that sport:

Cross Country Running	1
Track	1
eSports	1
Native Youth Olympics	1

B3 **Middle School Coaches**

6.5%	Basketball	2
	Volleyball	1
	Wrestling	1
	Native Youth Olympics	2

Head Coach – High School
- in the following sport with less than 3 years' equivalent experience in that sport:

Cross Country Running	1
Track	1
Native Youth Olympics	1
eSports	1

C **Assistant Coach – High School**

5.5%	Cross Country Running	1
	Pep Band	1
	Middle School Yearbook Advisor	1
	Senior Class Advisor	2
	Junior Class Advisor	2
	High School Student Council Advisor	2
	Track	1
	Middle School Head Track	1
	Middle School Asst Girls Basketball Coach	1
	Middle School Asst Boys Basketball Coach	1
	Middle School Asst Volleyball Coach	1
	Middle School Asst Wrestling Coach	1

D	Freshman Class Advisor	1
2.7%	Sophomore Class Advisor	1
	National Honor Society Advisor	1
	FCCLA	1
	Business Professionals of America Advisor	1
	Wood Shop Advisor	1
	Auto Shop Advisor	1

Middle School Student Council Advisor	1
Middle School Cross Country	1
Middle School Cheerleading Coach	1
Middle School Asst Track Coach	2
Middle School Drama	1
Beta Club	1

E	Mock Trial	1
1.5 %	Fall and Spring High School Music Concert	1
	Fall and Spring Middle School Music Concert	1
	Fall and Spring HHES Music Concert	1
	LEGO Robotics	3

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

The following applies to all of the levels listed above:

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

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

At the superintendent discretion, additional assistant coaches may be hired due to verified student participation numbers.

ARTICLE XII

MEMBERSHIP

UNION MEMBERSHIP, DUES AND FAIR SHARE FEE

1. Membership Requirements

- A. Membership or Fair Share Fee payer in the VAFT is not compulsory. Employees have the right to join, not join or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. Within thirty (30) days of hiring a new employee covered by this Agreement, the District shall provide the employee with a copy of this Agreement and notify the VAFT of the name, address and job title of the new employee.

2. Dues/Fees and Payroll Deductions

Upon written authorization of an employee in the bargaining unit, the District shall deduct from the payroll of the employee the monthly amount of VAFT dues or fees and transmit such amount to the VAFT.

- A. Membership Dues. Membership dues and fees for employees who voluntarily join the VAFT shall be in accordance with the bylaws of the VAFT.
- B. Fair Share Fees. Employees covered by this Agreement who choose to become a voluntary Fair Share payer shall be assessed a fair share fee equal to ninety percent (90%) of membership dues..

3. Payroll Deductions

- A. The payment of membership dues/fair share fees shall commence with the first payday of the month after receipt of the payroll deduction form.
- B. The District shall promptly pay the VAFT those authorized membership dues/fair share fees deducted from employee wages each month. Employees who choose to change their deduction from a membership dues to fair share fee payer or from fair share fee payer to a membership dues payer may do so after giving thirty (30) days written notice to the VAFT and the District. However, fair share fee payers may become members of the bargaining unit immediately upon written notice to the VAFT and the Business Manager.

C. An employee may cancel this or her payroll deduction by written notice on approved revocation form and submit to VAFT and the District. The District will cease payroll deduction the first full payroll period following receipt of the properly completed revocation form.

4. VAFT and Employee Responsibility

This Agreement is binding on each and every employee in the bargaining unit and all bargaining unit employees, individually and collectively, accept full responsibility for carrying out all of the provisions of this Agreement. The VAFT agrees that it shall actively dissuade absenteeism and tardiness, sexual, racial and all other forms of harassment, and other practices which may hamper the District's operations and that the VAFT will support the District's efforts to eliminate waste and inefficiency, to improve the quality of work and to promote harmonious relations between the District and employees. The VAFT shall make every effort to see that bargaining unit employees working under this Agreement obey all District work place policies, procedures, rules, and instructions which are not inconsistent with the terms of this Agreement.

ARTICLE XIII

TRANSFERS

1. Voluntary Transfers

For the purpose of this Article, a transfer is defined as a change of primary teaching assignment from one building, grade or discipline to another building, grade, or discipline.

Certified staff wishing to transfer to another assignment for which they are qualified, whether a vacancy exists or not, must notify the District in writing no later than February 15 of each year. The request must include all positions to which the teacher is interested in being reassigned. If more than a single position is listed, the listing shall be in order of priority with the first listing having the highest priority. They may be kept confidential at the request of the teacher until such transfer is granted.

Vacant positions opening before February 15 will not be posted externally until posted internally for at least 3 working days. Prior to February 15, positions will not be filled during the initial 3-day period. Any certified positions opening after February 15 will be posted both internally and externally until filled.

The District will give objective consideration of the reasons (skills, experience, interests, etc.) given for the transfer request. However, the District will make the final decision on teacher placement for the next year.

Posting. - All vacancies will be emailed to all staff when the vacancy becomes officially known. Vacancies occurring during the summer will be posted by sending electronic notices to all staff. This procedure is only intended to inform VAFT of any staff changes. The Superintendent's Office is responsible for notifying all employees electronically and/or posting electronically any vacancies during the summer. It is the transfer candidate's responsibility to leave a summer contact address and phone number with the Superintendent's Office.

- A. A teacher's request for transfer to another position shall receive first consideration providing the teacher has the appropriate certification, endorsement(s), and relevant experience. The District may allow a transfer based upon other factors.
- B. Where more than one teacher applies for a transfer to the same position vacancy within the same educational discipline, the Superintendent will award the position to the teacher with the best qualifications for the position desired. If more than one teacher applies for the transfer, and they are equally qualified, the most senior teacher will be awarded the transfer.
- C. Teachers who have applied to fill a vacancy and are not accepted for the position will be notified.

2. Involuntary Transfers

An involuntary transfer is when the District transfers a teacher to another building, grade, or discipline.

- A. The Superintendent prior to selecting a teacher(s) for involuntary transfer will notify VAFT.
- B. The Superintendent will select a teacher that will be involuntarily transferred based on the business needs of the District. The Superintendent will consider the teachers' skill set,

certification and seniority prior to making a final selection.

- C. Notice of an involuntary transfer will be given to the teachers affected as soon as practical, but in most cases, not less than 10 calendar days prior to the effective date.
- D. When an involuntary transfer is made, the teacher shall, upon request, have the right to a meeting with the Superintendent and be provided the reasons in writing for the involuntary transfer.

ARTICLE XIV

JOB SHARING

- A. Two teachers may request to job share one teaching position. Requests will be granted if the administration deems the job sharing arrangement will be in the best interest of the students and the District.
- B. Job shared duties will be approved by the building Principal. Job share arrangements will be approved prior to the start of the school year.
- C. Both job sharing teachers will attend all in-service days or, with permission of the Superintendent, complete alternate staff development activities. Both job sharing teachers are responsible for all information distributed during in-service and staff meetings and for other classroom information.
- D. District provided health insurance will not exceed equivalence of 1 FTE.
- E. Job sharing teachers will each be given a half-time salary based on his/her own placement on the salary schedule.
- F. If one member of the job sharing team leaves the District, or, for any reason, does not desire to job share, the other teacher will increase responsibilities to full time.

ARTICLE XV

DURATION

- A. This agreement and each of its provisions is binding and effective upon ratification by both parties. All previous agreements still in force shall become null and void as of July 1, 2022. This agreement shall remain in force through June 30, 2025.
- B. This agreement is the sole and complete contractual agreement between the Board and the teachers. Any amendment supplemental shall not be binding upon either party unless executed in writing by the parties.
- C. Neither the Bargaining Agent nor any of its officers, agents or members shall instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdowns, concerted work stoppage or any other intentional interruption of work during the term of this agreement.

ARTICLE XVI

CONFORMITY OF LAW

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

ARTICLE XVII

COMPLETE AGREEMENT

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

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

AGREEMENT EXECUTION

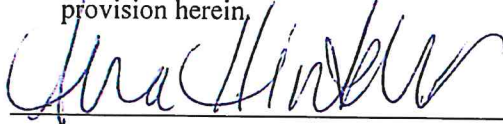
WHEREAS the representatives of the Board of the Valdez City School District and the representatives of the Valdez American Federation of Teachers have collectively bargained the terms and conditions of this Agreement between the District and the VAFT, on behalf of the District's teachers; and

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

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

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

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



BOARD PRESIDENT
VALDEZ CITY SCHOOL DISTRICT

04/29/2022

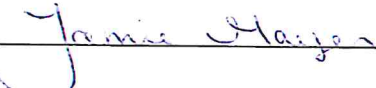
DATE



CO-PRESIDENT
VALDEZ AMERICAN FEDERATION OF TEACHERS

4-29-22

DATE



CO-PRESIDENT
VALDEZ AMERICAN FEDERATION OF TEACHERS

4-29-22

DATE

APPENDIX A

2022-2023										
2.5% Increase										MA Req.
Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		BA+72/ MA+36	
0	51,746	1.00	54,333	1.05	56,921	1.10	59,508	1.15	62,095	1.20
1	53,816	1.04	56,403	1.09	58,991	1.14	61,578	1.19	64,165	1.24
2	55,886	1.08	58,473	1.13	61,060	1.18	63,648	1.23	66,235	1.28
3	57,956	1.12	60,543	1.17	63,130	1.22	65,718	1.27	68,305	1.32
*4	60,025	1.16	62,613	1.21	65,200	1.26	67,787	1.31	70,375	1.36
5	62,095	1.20	64,683	1.25	67,270	1.30	69,857	1.35	72,445	1.40
6	64,165	1.24	66,752	1.29	69,340	1.34	71,927	1.39	74,514	1.44
7	66,235	1.28	68,822	1.33	71,410	1.38	73,997	1.43	76,584	1.48
8	68,305	1.32	70,892	1.37	73,479	1.42	76,067	1.47	78,654	1.52
9	70,375	1.36	72,962	1.41	75,549	1.46	78,137	1.51	80,724	1.56
10	72,445	1.40	75,032	1.45	77,619	1.50	80,206	1.55	82,794	1.60
11			77,102	1.49	79,689	1.54	82,276	1.59	84,864	1.64
12			79,172	1.53	81,759	1.58	84,346	1.63	86,933	1.68
13			81,241	1.57	83,829	1.62	86,416	1.67	89,003	1.72
14					85,899	1.66	88,486	1.71	91,073	1.76
15							90,556	1.75	93,143	1.80
16									95,213	1.84
17									97,283	1.88
2023-2024										
2.5% Increase										MA Req.
Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		BA+72/ MA+36	
0	53,040	1.00	55,692	1.05	58,344	1.10	60,996	1.15	63,648	1.20
1	55,161	1.04	57,813	1.09	60,465	1.14	63,117	1.19	65,769	1.24
2	57,283	1.08	59,935	1.13	62,587	1.18	65,239	1.23	67,891	1.28
3	59,404	1.12	62,056	1.17	64,708	1.22	67,360	1.27	70,012	1.32
*4	61,526	1.16	64,178	1.21	66,830	1.26	69,482	1.31	72,134	1.36
5	63,648	1.20	66,300	1.25	68,952	1.30	71,604	1.35	74,256	1.40
6	65,769	1.24	68,421	1.29	71,073	1.34	73,725	1.39	76,377	1.44
7	67,891	1.28	70,543	1.33	73,195	1.38	75,847	1.43	78,499	1.48
8	70,012	1.32	72,664	1.37	75,316	1.42	77,968	1.47	80,620	1.52
9	72,134	1.36	74,786	1.41	77,438	1.46	80,090	1.51	82,742	1.56
10	74,256	1.40	76,907	1.45	79,559	1.50	82,211	1.55	84,863	1.60
11			79,029	1.49	81,681	1.54	84,333	1.59	86,985	1.64
12			81,151	1.53	83,803	1.58	86,455	1.63	89,107	1.68
13			83,272	1.57	85,924	1.62	88,576	1.67	91,228	1.72
14					88,046	1.66	90,698	1.71	93,350	1.76
15							92,819	1.75	95,471	1.80
16									97,593	1.84
17									99,715	1.88

2024-2025										
2% Increase										MA Req.
Exp.	BA		BA+18		BA+36/ MA		BA+54/ MA+18		BA+72/ MA+36	
0	54,101	1.00	56,806	1.05	59,511	1.10	62,216	1.15	64,921	1.20
1	56,265	1.04	58,970	1.09	61,675	1.14	64,380	1.19	67,085	1.24
2	58,429	1.08	61,134	1.13	63,839	1.18	66,544	1.23	69,249	1.28
3	60,593	1.12	63,298	1.17	66,003	1.22	68,708	1.27	71,413	1.32
*4	62,757	1.16	65,462	1.21	68,167	1.26	70,872	1.31	73,577	1.36
5	64,921	1.20	67,626	1.25	70,331	1.30	73,036	1.35	75,741	1.40
6	67,085	1.24	69,790	1.29	72,495	1.34	75,200	1.39	77,905	1.44
7	69,249	1.28	71,954	1.33	74,659	1.38	77,364	1.43	80,069	1.48
8	71,413	1.32	74,118	1.37	76,823	1.42	79,528	1.47	82,233	1.52
9	73,577	1.36	76,282	1.41	78,987	1.46	81,692	1.51	84,397	1.56
10	75,741	1.40	78,446	1.45	81,151	1.50	83,856	1.55	86,561	1.60
11			80,610	1.49	83,315	1.54	86,020	1.59	88,725	1.64
12			82,774	1.53	85,479	1.58	88,184	1.63	90,889	1.68
13			84,938	1.57	87,643	1.62	90,348	1.67	93,053	1.72
14					89,807	1.66	92,512	1.71	95,217	1.76
15							94,676	1.75	97,381	1.80
16									99,545	1.84
17									101,710	1.88

APPENDIX B

MEDICAL SCHEDULE OF BENEFITS

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
LIFETIME MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR MAXIMUM BENEFIT	Unlimited	
CALENDAR YEAR DEDUCTIBLE		
Single	\$100	
Family	\$300	
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (excludes Deductible and Prescription Drug Copays)		
Per Covered Person	\$488	
MEDICAL BENEFITS		
Ambulance Services	90% after Deductible	90% after Deductible
Emergency Room Services - Medical Emergency	90% after Deductible	90% after Deductible
Emergency Room Services - Non-Medical Emergency	90% after Deductible	75% after Deductible
Home Health Care	90% after Deductible	90% after Deductible
Calendar Year Maximum Benefit	130 visits	
Hospital Expenses or Long-Term Acute Care Facility/Hospital (facility charges)		
Inpatient	90% after Deductible	75% after Deductible
Room and Board Allowance*	Semi-Private Room Rate*	Semi-Private Room Rate*
Intensive Care Unit	ICU/CCU Room Rate	ICU/CCU Room Rate
Miscellaneous Services & Supplies	90% after Deductible	75% after Deductible
Outpatient	90% after Deductible	75% after Deductible
* A private room will be considered eligible when Medically Necessary. Charges made by a Hospital having only single or private rooms will be considered at the least expensive rate for a single or private room.		
Mental Disorders and Substance Use Disorders		
Inpatient:		
Facility	90% after Deductible	75% after Deductible
Professional/Ancillary Fees	90% after Deductible	90% after Deductible
Outpatient:		
Facility	90% after Deductible	75% after Deductible
Professional/Ancillary Fees	90% after Deductible	90% after Deductible
NOTE: Emergency care (ambulance and emergency room) will be paid the same as the benefits for ambulance services and emergency room listed above in the Medical Schedule of Benefits, however, the Participating Provider level of benefits will always apply regardless of the provider utilized.		
Physician's Services		
Inpatient/Outpatient Services	90% after Deductible	90% after Deductible
Office Visits	90% after Deductible	90% after Deductible
Physician Office Surgery	90% after Deductible	90% after Deductible

	PARTICIPATING PROVIDERS	NON-PARTICIPATING PROVIDERS (Subject to Usual and Customary Charges)
Routine Care		
Routine Colonoscopy Age 50 And Over	90% after Deductible	90% after Deductible
Calendar Year Maximum Benefit	1 colonoscopy	
Routine Immunizations	90% after Deductible	90% after Deductible
Routine Mammogram	90% after Deductible	90% after Deductible
Calendar Year Maximum Benefit*	1 mammogram	
*This limit does not apply for a Covered Person with a history of breast cancer; or whose parent or sibling has a history of breast cancer, then as recommend by a Physician.		
Routine Pap Smear, Including Charges Associated With Office Visit	90% after Deductible	90% after Deductible
Calendar Year Maximum Benefit	1 exam	
Routine Prostate Cancer Screening Test, Including PSA**	90% after Deductible	90% after Deductible
Calendar Year Maximum Benefit	1 test	
**This benefit applies to Covered Persons who are (a) at least 35 years of age but less than 40 years of age and the person is in a high risk group. For purposes of this provision, "high risk" means a person who is an African-American or who has a family history of prostate cancer; or (b) 40 or more years of age.		
Surgical Procedures (BridgeHealth Surgery Benefit)	100%; Deductible waived	N/A
NOTE: Certain Surgical Procedures are covered at 100% (Deductible waived) when they are received through the BridgeHealth Surgery Benefit option. Not all Surgical Procedures are eligible for coverage under this option. Please refer to the BridgeHealth Surgery Benefit section for a more detailed description of this benefit.		
Transplants (Facility)	90% after Deductible (Aetna IOE Program)* 75% after Deductible (All Other Network Providers)	75% after Deductible
Donor Expenses Maximum Benefit Per Transplant	N/A	\$20,000
* Please refer to the Aetna Institute of Excellence (IOE) Program section of this Plan for a more detailed description of this benefit. Travel and lodging will be paid at 100% with no Deductible.		
NOTE: Cornea transplants performed by any provider are covered under the Plan as a separate benefit and paid the same as any other illness.		
All Other Eligible Medical Expenses	90% after Deductible	90% after Deductible

PREScription DRUG SCHEDULE OF BENEFITS

BENEFIT DESCRIPTION	BENEFIT
Retail Pharmacy: 90-day supply or 100 unit dose	
Generic Drug	\$5 Copay
Brand Name Drug	\$10 Copay
Mail Order Pharmacy: 90-day supply or 100 unit dose	
Generic Drug	\$5 Copay
Brand Name Drug	\$10 Copay