



P.O. Box 157 366 Garteeni Hwy. Hoonah, Alaska 99829 (907) 945-3611 Fax (907) 945-3492

## **HOONAH CITY SCHOOLS BOARD OF EDUCATION**

**December 21st, 2022  
Special Board Meeting  
6:00 pm**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL (ESTABLISH QUORUM)**

### **ADOPTION OF AGENDA**

### **NEW BUSINESS**

#### **1.0 NEGOTIATED AGREEMENT**

#### **2.0 SECOND READING OF SCHOOL BOARD POLICIES**

#### **3.0 JANUARY BOARD/STAFF WORK SESSION**

### **ADJOURNMENT**

**Alaska State Law, 44.62.310** makes all school board meetings open to the public except the following excepted subject may be discussed in executive session if so determined by a majority vote of the government body:

- (1) matters, the immediate knowledge of which would clearly have an adverse effect on the finances of the public entity,
- (2) subjects, that tend to prejudice the reputation and character of any person, provided the person may request a public discussion,
- (3) matters which by law, municipal charter or ordinance are required to be confidential,
- (4) matters involving consideration of government records that by law are not subject to public disclosure.

AGENDA ITEM New Business 1.0

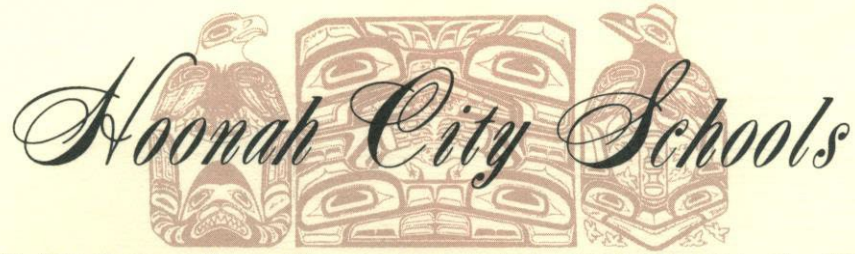
TOPIC: Ratification of the Negotiated Agreement with HCEA

Status

HCEA held a meeting after the close of negotiations and voted to ratify the negotiated agreement with the negotiated changes.

Recommendation

I move that we ratify the negotiated agreement between the Hoonah City School District and the Hoonah Classified Employee Association for fiscal years 2023 through 2024.



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**Hoonah City School  
District  
&  
Hoonah Classified  
Employee  
Association**

**Negotiated Agreement  
FY '23 thru FY '24**



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## **ARTICLE I - The Agreement**

### **Management Rights, Scope of Bargaining**

The parties recognize the Board retains all powers, rights, and authority invested in it by the laws and the Constitution of the State of Alaska. The powers and rights retained by the Board include, but are not limited to, the power and right to (a) direct all employees; (b) require standards of performance and maintain order and efficiency; (c) hire, promote, demote, assign, reassign, transfer, determine the duties of, retain, discipline or discharge employees; (d) determine the materials, operational methods, procedures, and equipment used; (e) determine whether any part of the operation of the District shall continue; (f) contract of services; (g) relieve employees from duty because of lack of work or other legitimate reason; (h) determine the number and kinds of personnel required temporarily or permanently; and (i) promulgate rules, regulations, and policies pertaining to the operation of the District and the conduct of its employees, as the Board deems to be in the best interest of the District, subject only to the limits imposed by the provisions of this Agreement.

The parties recognize that the above enumeration of board rights and powers is for illustrative purposes only and shall not be construed to exclude powers or rights not mentioned that are inherent to the functions of the Board.

### **Purpose**

It is the District's and Association's purpose to promote harmonious and cooperative relations between the employer and the employees. The employer recognizes that rights of employees to organize in an employee organization for the purpose of collective bargaining, to negotiate and enter into written agreements with the employer on matters of wages, hours, and terms and conditions of employment. The purposes of this agreement are:

1. To promote efficiency in service to the students and employees of Hoonah City School District.
2. To recognize that legitimate, reasonable interest of the Association to participate through collective bargaining in the determination of terms and conditions of employment with the Employer.
3. To promote fair, reasonable, and safe working conditions.
4. To avoid any unnecessary interferences with the efficient operation of the School District.
5. To provide a basis for the adjustment of matters of mutual interest covered by this agreement by means of amicable discussion.

## **Recognition**

This agreement between the Hoonah City School Board and the Hoonah Classified Employees Association shall cover all classified employees of the District other than individuals employed for less than twenty-five (25) hours per week or less than five hours per day; temporary employees contracted to work for 100 days or less annually; probationary employees; and classified employees in management, supervisory, confidential positions, such as the Business Manager, District Office Manager, and Federal Programs/Grant Manager.

The determination as to whether a new or substantially altered position shall be classified as a management, supervisory or confidential position shall be made by the Board.

## **Duration**

This Agreement shall become effective on July 1, 2022 or upon ratification by the last party, whichever is later, and shall remain in effect until June 30, 2024.

## **Opening Negotiations**

If negotiations are to take place, a request shall be made between November 15, 2023 through January 15, 2024 by either party. Negotiation sessions shall be scheduled by mutual agreement.

## **Savings Clause**

If any article, section of subsection of this Agreement or any application of this Agreement to any employee is held contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the District and the Association shall within ten (10) days, enter into negotiations to replace or remove any provision found to be contrary to law.

## **No Strike/Lockout**

The Association agrees that during the term of the Agreement it will not cause, authorize, condone, sanction, support, or take part in any strike, walkout, work stoppage, concerted refusal to report for work, work slowdown, withholding of service or other work interference for any reason. The Board agrees that during the term of this Agreement there shall be no lockout of bargaining unit employees.

## **Association Membership**

It is recognized that the responsibility of the exclusive representation of classified employees under this Agreement entails expenses. Whenever a new employee is hired,

the District shall notify the association of the hire. The new employee shall receive a new employee orientation that is jointly planned with the association.

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

The Association will annually notify the District of any change in dues or membership by September 16 of each year. The District will not require members to annually submit additional payroll deduction forms annually for the purpose of union dues.

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

## **ARTICLE II - Conditions of Employment**

### **Definitions of Terms**

1. Full-time: A position that is scheduled for 35 hours of work per week.
2. Part-time: A position that is scheduled to work less than 35 hours per week but are regularly scheduled for at least 5 hours per day and 25 hours per week. Employees who work less than 25 hours per week are not covered by this agreement.
3. Full year permanent: The position is budgeted for 12 months a year.
4. School year permanent: The position is budgeted for 9 or 10 months a year.
5. Temporary (full and part-time): A position of limited duration not to exceed 100 days worked.
6. Probationary: Probationary is the status of an employee for the first 90 calendar days of employment. An at-will employee can be terminated at any time during

his/her 90 calendar day probationary period and shall not be entitled to a hearing. An employee is also considered probationary for the first 90 days following a promotion to a position at a higher rate of pay, and for purposes of demotion to a position at a lower rate of pay, but employees do not lose their eligibility to receive benefits during a probationary period.

## **Personnel File**

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

The employee shall have the right to examine his/her own official personnel file during normal business hours. A copy of any material placed in the personnel file shall be forwarded to the employee at the time it is placed in the file. An employee will have the right to place a rebuttal to any material placed in the personnel file.

An association representative, with the employees written permission shall have the right to examine the file. The superintendent will make available original material, or copies of the original material, for examination of the association in the District Office or electronically.

Any additional files maintained by the administrator shall be for evaluative purposes only and shall be kept private. The employee may request to see the contents of the file at any reasonable time. Only dated, contemporaneous records may be entered in the file. There will be no secret files.

## **Discipline**

An employee may be disciplined for cause. The result of any disciplinary action shall be included in the Personnel File, and in no other location.

## **Performance Evaluation**

Classified employees who are on probationary status shall receive a Performance Evaluation Report at the end of a ninety-day probation period.

Supervisors shall be responsible for performance evaluation of each classified employee once each year for those employees in permanent non-probationary status. The performance evaluation shall be completed on the district Performance Evaluation Report and include areas of strength as well as any area needing improvement.

The evaluator and employee shall both sign the report, with the original to be kept in the employee's personnel file. Should the employee disagree with the evaluation, it must be



signed to acknowledge the employee has read the evaluation. If the employee desires, a separate, attached sheet may be utilized to convey employee comments regarding disagreement with the evaluation.

## **Work Day and Work Week**

A work day for a full-time employee shall be seven (7.0) hours to eight (8.0) hours in length, depending upon the job assignment. The workweek for full-time employees shall be thirty-five (35.0) hours to forty (40.0) hours in length in a week, depending upon the job assignment, beginning at midnight on Sunday and ending at midnight the following Sunday. All time worked in excess of the regular workday or week must be authorized in advance by the Superintendent or designee. If, at the end of a work week, the authorized hours worked exceed forty (40.0), the excess hours will be paid at time and a half.

A Superintendent or his/her designee may schedule a workweek consisting of four (4) consecutive days of work with three (3) days of rest within a seven (7) day period. A full-time employee on this schedule will work four (4) ten (10) hour days within the workweek at straight time, exclusive of the one-half (1/2) hour unpaid lunch.

Inservice days are work days for classified employees. Classified employees will attend regular training or perform their regular duties at their work site on these days as assigned by the administrator or direct supervisor.

## **Timekeeping**

All hourly, non-exempt, classified employees are required to use the web-based time clock system to record their hours worked. This is required for payroll and attendance purposes.

Employees can access the web-based application from any on-site computer located in the District, i.e. teacher, open work area, cafeteria, laptops or desktops. Employees may not record their time from off campus.

All full-time employees will have 30-minutes automatically deducted from their scheduled workday for lunch.

Employees are expected to report for work on time and remain working for their entire schedule. Clocking in should be no earlier than five minutes before or five minutes after the scheduled start time.

If an employee misses an entry into the time clock system, the employee will notify the supervisor or payroll department as soon as possible. A manual entry will be made to record the missing time. Employees who consistently miss time clock entries will be subject to disciplinary action.

Non-exempt employees are not permitted to work overtime hours without prior authorization. Overtime includes clocking in early, late, or working through the scheduled lunch period. Non-exempt employees who work overtime without prior authorization will be subject to disciplinary action.

An employee may not clock in for another employee. An employee clocking in or out for another employee will be subject to disciplinary action.

## **Pay Periods and Overtime**

Pay will be distributed semi-monthly over 24 pay periods per year. One emergency draw per year will be available to employees. One additional draw per year will be available with the approval of the Superintendent/Chief Administrator. Leave balance sheets will be attached monthly.

Employees who are entitled to receive overtime pay pursuant to federal or state laws shall be paid at the rate of 1.5 times the normal rate when they perform work in excess of forty (40) hours per week. For those employees working two or more jobs for the District overtime shall be calculated on the basis of a blended hourly rate on all jobs worked by a formula set by the District. All overtime work performed must be authorized in advance by the superintendent or superintendent's designee.

## **Emergency Call Back**

An emergency call back occurs when a non-exempt employee is requested by his/her supervisor to return to work after leaving the premises following his/her work shift to respond to a work-related emergency, which cannot wait until regularly scheduled working hours. Employees may be called back to work for emergencies which require a response on short notice and for which the call back work will serve to:

- Avoid significant service disruption;
- Avoid placing employees, students or the public in unsafe situations;
- Protect and/or provide emergency services to property or equipment;
- Respond to emergencies with students, staff, or members of the public.

When an employee has left the work site and is called back by his/her supervisor to work before or after completing the regular work schedule and upon leaving the premises, the employee shall be paid for time actually worked upon return or a minimum of three (3) hours, whichever is greater. The portion of the three hours call back compensation that is guaranteed but not worked does not count toward overtime. Emergency call back time actually worked will count toward determining overtime.

## **Annual Leave**

Full-time, full-year and full-time school-year permanent employees shall accrue annual leave at the following rates for each full month worked:

<u>Length of Service</u>	<u>Earned Monthly While on Pay Status</u>
0 through 2 years (post-probation)	7.0 hours per month
3 through 9 years	11 hours per month
10 years and over	13.67 hours per month

Part-time permanent employees shall accrue annual leave on a pro-rata basis in accordance with the ratio of hours they work to a 35-hour week.

Temporary and probationary employees are not eligible to accrue annual leave.

Annual leave does not accrue while an employee is on leave without pay.

If an employee has exhausted his/her sick leave, he or she may use annual leave in place of sick leave.

The use of annual leave days shall be scheduled and approved by the supervisor with at least seventy-two (72) hours advance notice. Employees' requests for use of annual leave shall be further approved by the Superintendent or Superintendent's designee. School year employees shall schedule annual leave to occur during the summer, winter, or spring breaks or for other periods when school is not in session. If the employee is denied the use of annual leave, the reason for the denial shall be supplied to the employee in writing.

Employees may have the option of cashing out any unused annual leave at the end of the school year or they may carry over into the following year up to 1.5 times their annual accrual rate. Notification of their option shall be made to the payroll department no later than fourteen (14) days prior to the last scheduled work day. Full year permanent employees shall notify the district of their desire to cash out annual leave between May 15 and June 1.

## **Sick Leave**

Full time full year and school year permanent employees shall accrue sick leave at the rate of one and one-third (1 1/3) days per month for each full month worked. Sick leave shall accumulate without limit. Upon an employee separation from employment, all unused sick leave is automatically cancelled without reimbursement.

When an employee exhausts sick leave, they may receive donations or go on leave without pay without exhausting annual leave.

Part time permanent employees shall accrue sick leave on a pro-rata basis in accordance with the ratio of the hours they work to a 40-hour work week.

Temporary and probationary employees are not eligible to accrue sick leave.

The District shall provide worker's compensation insurance as required by law. The employee may use accrued compensated leave (or approved sick leave donations) for work time lost as a result of an occupational injury or illness. If worker's compensation pays for work time lost for the same period, the employee may:

1. Have the leave re-credited,

2. Pay the District an amount equal to the gross worker's compensation for the period of the compensated leave, or
3. Combine compensated leave and worker's compensation so long as the compensation does not exceed 100% of the employee's normal compensation for the day.

During the absence covered by worker's compensation, the employee shall provide the District with a copy of the worker's compensation check and any associated payment documentation for any pay period during which the employee used compensated leave.

Employees are required to provide certification from a health care provider for periods of sick leave that extend for three days or more.

Sick leave is allowable for an illness or injury in the employee's immediate family requiring the physical presence of the employee in the interest of family welfare. Immediate family is defined as spouse or cohabitating domestic partner, parent, child, sibling, grandchild, grandparent, and legal guardian.

Any employee absent due to illness must notify their immediate supervisor as soon as possible of their anticipated absence, and at the latest must notify their supervisor at least one hour prior to the normal time for reporting for duty, except in cases of emergency or other incapacity to provide prior notification.

Classified employees may donate sick leave to another classified employee when desired, providing the classified employee wishing to donate retains at least forty-eight (48) hours of sick leave.

Once in FY 23 and once in FY 24, upon request, an employee shall be allowed to cash in 100 hours of their unused, accumulated sick leave at full per diem rate, provided the employee retains at least 100 hours in their leave account.

Upon the death of an employee, 50% of their unused, accumulated leave will be paid out at their full per diem rate. This payment will be added to their final paycheck.

This sick leave cash out provision will sunset on June 30, 2024 and will no longer be in effect after June 30, 2024.

## **Family and Medical Leave**

Employees shall be entitled to coverage under the federal Family Medical Leave Act and/or the Alaska Family Medical Leave Act; whichever affords the greater benefit. During the time an eligible employee qualifies for this benefit, the District will maintain health insurance coverage as required by law. The District will inform the employee of eligibility upon completion of required documents. Employees are required to complete the required documentation to become eligible for this benefit. An employee may choose to use Sick Leave and Sick Leave donations to remain in paid status during the time of eligibility.

## **Leave without Pay**

Leave without pay (LWOP) may be granted by the Superintendent or designee. LWOP

may not be requested until the employee exhausts other available and relevant leaves. LWOP may be granted by the Superintendent or designee when other leaves are exhausted or not applicable. When LWOP is granted, the employee will notify the superintendent or designee of the length of time needed to be absent.

## **Bereavement Leave**

Five (5) days per fiscal year of paid leave days may be allowed for an absence occasioned by the death or impending death in employee's or spouse's immediate family. This leave shall apply to a miscarriage or death of an unborn child. Immediate family is defined as spouse or cohabitating domestic partner, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, cousin, and legal ward (including foster family). When a member of the community is deceased, and the services are held during the workday, at the discretion of the superintendent, the District may grant unpaid leave to the employees to attend the service.

## **Civic Leave**

1. Employees may be granted non-compensated leave to perform civic duties such as holding elective public office and/or service on a local or tribal government body or board, committees, commissions, or other appointive bodies established by the Commissioner of the Department of Education and Early Development, State Commissions, Governor, or State Legislature providing that the service in this capacity does not, in the opinion of the Superintendent or designee, disrupt the work for which the staff member is hired or add unreasonable burden to the District.
2. Requests and leave slips for civic leave shall be provided by the employee to the supervisor for recommendation before submittal to the Superintendent.
3. In the case of jury duty or subpoenaed witness duty, the employee shall turn over to the District all monies received as compensation (except travel and per diem) for services, and in turn shall be paid his/her current wage.
4. When an employee is subpoenaed as a witness in a proceeding involving or arising from personal activities outside District employment, or if the employee is subpoenaed by the plaintiff in an action against the District, the employee may, at District discretion, be granted compensated civic leave for such witness service. An employee will not be granted civic leave for a case to which they are a party.
5. If an employee is a disaster responder, he/she shall be released from duty without loss of compensation in order to respond to a local disaster call. Such release without loss of compensation shall not exceed one (1) work-day except upon the approval of the Superintendent.
6. The Superintendent may grant Civic Leave for voluntary work on boards or commissions of nonprofit organizations. This leave may only be requested by the employee after annual leave has been exhausted.

## **Military Leave**

An employee who is duty bound to answer a call for temporary military service with the National Guard or any other military organization of the United States shall be permitted to serve. Upon submittal of orders verifying the service, the employee shall be granted

annual leave. In the event the employee does not have sufficient annual leave to participate, the employee shall be granted leave without pay for the duration of the required military service. Upon completion of service, the employee shall be offered the same position or substantially similar to the position they left with no less pay upon return.

## **Association Leave**

The District shall provide ten (10) days per year of association leave to members of the classified unit representing the Association and to attend trainings hosted for association members or conducting union business. This leave shall not be used for work stoppages, walkouts or strikes which would conflict with or infringe upon the normal activity of this District or any other school district. The Association shall provide written notification to the superintendent of association leave a minimum of ten (10) days prior to the leave.

## **Holidays**

The following days shall be recognized as paid holidays for those regular employees who are scheduled to work or are on paid leave on the work days immediately preceding and following the holiday:

1. New Year's Day – January 1
2. Memorial Day – Last Monday in May
3. 4<sup>th</sup> of July – July 4
4. Labor Day – First Monday in September
5. Thanksgiving Day – Fourth Thursday in November
6. Day Following – Friday Following Thanksgiving
7. Christmas Eve – December 24
8. Christmas Day – December 25

If the 4<sup>th</sup> of July, Christmas or New Year's Day falls on a Saturday or Sunday, either the preceding Friday or the following Monday, whichever is the federal employee's holiday, shall be the paid holiday.

Temporary employees are not eligible for holiday pay.

In order to be eligible for holiday pay, the employee must be on the job or on approved paid leave on the scheduled work day prior to and after the holiday.

## **Summer Employment**

Employees desiring summer work positions with the District shall submit their names and classification to the Superintendent before May 1 of any fiscal year. Qualified employees shall be considered to fill summer work positions and may be granted preference over new hires at the discretion of the Superintendent.

## **Health Insurance**

Full year or school year permanent employees who work at least thirty (30) hours per week shall be enrolled in the district's group health insurance plan in accordance with the terms of the plan. The current plan is with the Public Education Health Trust. The monthly premium shall be split between the District and the Employee. The District shall pay ninety-eight percent (98%) of the monthly premium, the Employee shall pay two percent (2%).

At the option of the employee, they can pay for family coverage.

Temporary employees are not eligible for health insurance benefits.

Should the District consider changing Health Insurance plans, they shall include a member of the Hoonah Classified Employees Association to participate in the selection process.

## **Physical Exams**

The District may require employees to have a physical exam upon initial employment by the District. The examination must occur not more than 90 days prior to the beginning of employment. Should the District require a physical exam, they must demonstrate a need for the physical exam and the District shall cover the cost of the exam.

The examination form must be submitted to the Personnel Department within 30 days following initial employment.

## **Reduction in Force**

### **1. Basis for Layoff**

The Superintendent is authorized to lay off employees if the position has been abolished, there are insufficient funds, or there is insufficient work available to warrant the continuation of employment. The terms of this article do not refer to decisions to discharge an employee for other causes.

If a layoff is pending, the Superintendent shall provide the employee and the Association President a written notice at least two (2) weeks in advance of the layoff.

### **2. Actions in Lieu of Layoff**

In lieu of layoff, the employee may be placed in a vacant position for which he/she qualifies as determined by the Superintendent. Whenever feasible, a reduction in force shall be accomplished through normal attrition. Further, the District may attempt to lessen the impact and extent of a layoff through transfers, encouragement of unpaid leaves, early retirement, or by any other means deemed appropriate by the Superintendent and the Board. Voluntary employee job share may be utilized as an alternative to layoff upon approval of the affected employees and the Superintendent.

### **3. Layoff Procedure**

Should a layoff in one or more position classifications be determined necessary by the District, employees shall be laid off in the reverse order of seniority within position classifications i.e., the least senior employee within the position classification shall be laid off first.

### **4. Recall Procedures**

- A. When classified positions become available after a layoff, the District shall first provide opportunity for recall to laid-off employees before the District employs new personnel. In the event no laid-off employee is qualified for the available position, the District may select the most qualified applicant available. Recall rights shall be retained for a period of eighteen (18) calendar months from the effective date of layoff.
- B. Laid-off employees shall be offered recall to vacant positions in the reverse order of layoff, provided the employee is qualified to perform the duties of the position. The classified employee must accept such an offer within fifteen (15) days of receipt of notification of recall by certified letter. Failure to accept a position at the same or higher wage rate shall terminate the employee's recall rights.
- C. In order to retain recall rights, laid-off employees must keep the District informed in writing at all times of their current address and availability for recall.

### **5. Definitions**

- A. "Seniority" shall be defined as the length of continuous service in the District, part-time or full-time, or a combination of both, measured from initial date of employment. District-approved professional, educational, sabbatical, health, or military leave shall not be considered an interruption of service, and time on such leaves shall be counted toward seniority.
- B. "Qualified" shall mean the person has previous District experience in the job classification or demonstrates the skills required to the satisfaction of the Superintendent. Qualification shall be determined by the Superintendent.

## **ARTICLE III - Compensation**

### **Wages**

For Fiscal Year 23 the salary schedule will reflect a raise of 2.5% and for Fiscal Year 24 the salary schedule will reflect a raise of 3.0%.

Each classified employee shall receive a one-time bonus of \$1,000.00 at the end of Fiscal Year 23 and one-time bonus of \$1,000 at the end of Fiscal Year 24. For employees hired in the middle of the fiscal year, the bonus shall be pro-rated. This means that bonus will reflect the percentage of the days the employee worked out of the scheduled days for that employee's position. For example, if an employee that started mid-year worked 120 days in a position that was scheduled for 240 days, the employee would receive 50% of the bonus.

At the beginning of the year, each employee shall receive a salary placement notification



## **Premium Pay**

When an employee is needed to perform job responsibilities of a classification that receives a higher pay grade, the employee shall be compensated at a rate \$2.00 higher, for work in the higher job classification. (For example, when a para is required to be a substitute teacher or a custodian is required to do maintenance work.) The premium pay shall only be paid if the employee works at least one hour in the higher pay grade.

The employee must submit documentation on the District form within the pay period. If the employee does not submit the documentation within the pay period, the additional wage is forfeited.

## **Education Reimbursement**

An employee shall be eligible for education reimbursement if he/she enrolls in a college, university, or vocational course or conference that has been pre-approved by the immediate supervisor and the Superintendent.

Education reimbursements shall be allowed only for a course or conference that:

1. Has a direct relationship to the employee's job duties;
2. Is expected to enhance the employee's versatility and skills related to the job duties or;
3. Is a requirement of the institution's degree program in which the employee is enrolled and that is directly related to the employee's job duties or that will enhance the employee's skill in a related field.

The employee should work with the supervisor to select allowable courses or conferences. Before enrolling, a Request for Course Approval form must be completed, endorsed by the supervisor, and forwarded to the Superintendent for approval. The request shall indicate the name of the course or conference, anticipated tuition and fees, the date of intended completion, and a narrative explaining the rationale.

The District shall reimburse the actual cost of approved courses or conferences including applicable lab fees, course or conference fees, books, and tuition up to \$600 per fiscal year for an individual employee. Evidence of successful course or conference completion must be submitted for reimbursement. This may be in the form of an official transcript, grade slip, letter from the institution, or certificate of completion. Reimbursement requests submitted later than eight (8) weeks after the date of course or conference completion shall not be honored.

The District shall make available \$3,000 annually for approved continuing education courses or conferences for classified employees. These funds shall be dispensed on a first come, first served basis until exhausted, at which time no further courses or conference shall be approved for reimbursement during that fiscal year.

## **ParaPro Assessment**

For eligible classified employees wishing to study for and take the ParaPro Assessment, the first exam fee will be paid by Hoonah City School District. Tutoring and/or study aids will be provided in support of this effort.

## **Salary Administration**

All new hires shall begin at entry level salary. Superintendent may use his/her discretion in determining point of entry of new employees based on experience and training, up to five (5) documented years.

Aide II - Documentation (transcript of credits) is required to substantiate 48 college credits in study related to education or evidence of a successful ParaPro Assessment.

Individuals promoted within the system would move from their existing level to the next higher level for which they are now qualified and is commensurate with a Step that results in an increase of at least 1% of their previous hourly rate.

## **Step Increases**

An annual step increase will occur at the beginning of each fiscal year or school year, whichever is appropriate, after the probation period has been met and a satisfactory performance evaluation has indicated District standards are being met.

## **Longevity Increase**

All employees frozen on Step 12 will receive an additional one percent (1%) of the Step 12 salary per year, in addition to salary increases negotiated on the base.

# **ARTICLE IV - Grievance Procedure**

## **Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level an equitable solution to problems that may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure.

## **General**

A "Grievance" is defined as a claim by an employee that the employee's interests have suffered an alleged violation as a result of misinterpretation or misapplication of the terms of this Negotiated Agreement.

In instances where more than one employee files a grievance regarding the same issue, all testimony and evidence generated by the eligible grievant shall be presented in one hearing at each level. The resolution of the grievance shall apply to all eligible signatories to the grievance.

A grievance must be initiated within fifteen (15) workdays after the grievant knew or should have known of the act or condition upon which the grievance is based. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance.

Neither the Board nor the Association shall take reprisals against anyone participating in or utilizing the grievance procedure.

## **Procedure**

The grievant shall have the right to be represented at all stages of the grievance procedure by a representative of the Association.

## **Initiation and Processing**

### *1. Level 1*

A grievance shall be initiated by the grievant submitting the grievance to his/her immediate supervisor in writing using a form provided by the District. The supervisor shall discuss the grievance with the grievant within ten (10) workdays following receipt of the grievance. Within fifteen (15) workdays following the discussion, the supervisor shall provide the grievant with a written disposition of the grievance. If there is not an immediate supervisor, the grievance shall begin at Level 2.

### *2. Level 2*

If the disposition at Level 1 is not acceptable to the grievant, he/she may submit the grievance to the Superintendent in writing, stating the reasons why the Level 1 disposition is not acceptable, within fifteen (15) work days following the issuance of the disposition at Level 1. Within fifteen (15) workdays following the Superintendent's receipt of the grievance, the Superintendent shall meet with the grievant to discuss the grievance. Within ten (10) workdays following the meeting, the Superintendent shall provide the grievant with a written disposition of the grievance.

### *3. Level 3*

If the disposition of the grievance at Level 2 is not acceptable to the grievant, he/she may submit the grievance to the Board in writing, stating the reasons why the Superintendent's disposition at Level 2 is not acceptable. The written Level 3 grievance must be submitted to the Superintendent, addressed to the Board

President, within fifteen (15) work days following issuance of the Superintendent's disposition at Level 2. The Board shall conduct a hearing of the grievance within thirty (30) workdays following receipt of the written grievance. The hearing provided for in this paragraph shall be informal. The Board reserves the right to appoint a hearing officer to take testimony and to recommend a disposition of the grievance to the Board.

Both the grievant and the administration shall have the right to record the hearing, to call witnesses and to cross-examine witnesses called by the other. Each party shall, at least 24 hours prior to each hearing, make available to all other parties the names of all witnesses the party intends to call. The named individual shall be released as necessary without loss of pay if the hearing is scheduled during school time by order of the Board or its designee. The grievant shall be notified at least five (5) workdays prior to the date of the hearing as to the time and place of the hearing. The Board shall provide the grievant with a written disposition of the grievance within fifteen (15) workdays following the conclusion of the hearing.

*4. Level 4*

If the disposition of the grievance at Level 3 is not acceptable to the grievant, and if he/she obtains written authorization from the Association, he/she may submit written notice of his/her election to proceed to arbitration, by submitting the notice (together with a copy of the Association's written authorization) to the Superintendent, addressed to the Board President, within ten (10) work days following issuance of the Board's decision at Level 3. Within seven (7) workdays following delivery of the notice, the Association and the Superintendent shall meet in an effort to select an arbitrator. If the parties cannot agree on an arbitrator, they shall mutually request a list of qualified arbitrators from the American Arbitration Association and shall proceed to select an arbitrator according to the rules of the American Arbitration Association.

The arbitration will be held at a location within the District, at a time selected by the arbitrator and agreed upon by the parties. The arbitrator shall have no authority to rule contrary to, or to expand upon, any of the terms of this Agreement, to issue an award that requires either party to engage in a violation of law, or to award damages that are punitive in nature or damages or other forms of relief that are retroactive to periods prior to the date of the grievance was filed at Level 1. The arbitrator's award shall be binding upon the parties to the extent the award does not exceed the arbitrator's jurisdiction.

Each party shall bear its own costs associated with the arbitration. The costs of the arbitrator shall be shared equally by the Association and the District.

To the extent reasonably possible, all grievance hearings shall be conducted outside the normal workday. Should it become necessary to conduct a hearing during a workday, the grievant shall be released from work for the period of time

necessary to attend the hearing without loss of pay. When it is necessary at any level for a representative designated by the Association to attend a grievance hearing during the workday, the Superintendent shall be notified at least three (3) workdays prior to the hearing. Upon timely notification, the representative shall be released without loss of pay for the period during which the representative's attendance is required at the hearing.

# Signature Page

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Hoonah Classified Employees Association

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Date

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Hoonah Classified Employees Association

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Date

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Hoonah Classified Employees Association

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Hoonah Classified Employees Association

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Date

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Board of Education President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Secretary/Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah City Schools Superintendent

\_\_\_\_\_  
Date

## Appendix A - Salary Schedules

FY 23 Salary Schedule

Level	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A-B	Aide I - Entry Level, Kitchen Aide/Assistant, Instructional Aide, Library Assistant, Parent Educator	\$15.81	\$16.27	\$16.74	\$17.21	\$17.69	\$18.17	\$18.64	\$19.13	\$19.61	\$20.08	\$20.57	\$21.03
C	Custodian	\$16.58	\$17.08	\$17.58	\$18.08	\$18.57	\$19.07	\$19.57	\$20.07	\$20.55	\$21.05	\$21.55	\$22.08
D	Aide II - Highly Qualified/Specialized Training (48) hours college credits or acceptable ParaPro Assessment Score)	\$18.15	\$18.70	\$19.26	\$19.84	\$20.45	\$21.04	\$21.60	\$22.16	\$22.71	\$23.27	\$23.81	\$24.40
E	Maintenance I (Intern)	\$18.09	\$18.63	\$19.19	\$19.76	\$20.35	\$20.92	\$21.48	\$22.03	\$22.58	\$23.11	\$23.68	\$24.24
F	Head Cook, Community outreach/Grants Coordinator	\$18.44	\$19.01	\$19.55	\$20.11	\$20.66	\$21.23	\$21.77	\$22.33	\$22.88	\$23.43	\$24.00	\$24.55
G	Building Level Office Manager, Associate Teacher, Librarian, SPED Intensive Para Professional	\$20.30	\$20.91	\$21.55	\$22.16	\$22.78	\$23.42	\$24.04	\$24.66	\$25.27	\$25.88	\$26.51	\$27.13
H	Maintenance II	\$20.81	\$21.44	\$22.09	\$22.74	\$23.43	\$24.14	\$24.75	\$25.40	\$26.04	\$26.66	\$27.31	\$27.96

*FY 2023 - FY 2024 Negotiated Agreement between the  
Hoonah Classified Employee Association and the Hoonah City School District*

FY 24 Salary Schedule

Level	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A-B	Aide I - Entry Level, Kitchen Aide/Assistant, Instructional Aide, Library Assistant, Parent Educator	\$16.28	\$16.76	\$17.24	\$17.71	\$18.22	\$18.72	\$19.20	\$19.70	\$20.20	\$20.68	\$21.19	\$21.66
C	Custodian	\$17.08	\$17.59	\$18.11	\$18.61	\$19.13	\$19.64	\$20.16	\$20.67	\$21.17	\$21.68	\$22.20	\$22.74
D	Aide II - Highly Qualified/Specialized Training (48 hours college credits or acceptable ParaPro Assessment Score)	\$18.69	\$19.26	\$19.84	\$20.42	\$21.06	\$21.67	\$22.25	\$22.82	\$23.39	\$23.97	\$24.52	\$25.13
E	Maintenance I (Intern)	\$18.63	\$19.19	\$19.77	\$20.34	\$20.96	\$21.55	\$22.12	\$22.69	\$23.26	\$23.80	\$24.39	\$24.97
F	Head Cook, Community outreach/Grants Coordinator	\$18.99	\$19.58	\$20.14	\$20.70	\$21.28	\$21.87	\$22.42	\$23.00	\$23.57	\$24.13	\$24.72	\$25.29
G	Building Level Office Manager, Associate Teacher, Librarian, SPED Intensive Para Professional	\$20.91	\$21.54	\$22.20	\$22.81	\$23.46	\$24.12	\$24.76	\$25.40	\$26.03	\$26.66	\$27.31	\$27.94
H	Maintenance II	\$21.43	\$22.08	\$22.75	\$23.41	\$24.13	\$24.86	\$25.49	\$26.16	\$26.82	\$27.46	\$28.13	\$28.80





P.O. Box 157 366 Garteeni Hwy. Hoonah, Alaska 99829 (907) 945-3611 Fax (907) 945-3492

Date: November 11, 2022  
To: HCS School Board  
From: Heather Wheeler, Superintendent  
Re: Board Policy

There are board policies from January 2022 that AASB has updated. There are fourteen policies that the board needs to adopt. These fourteen policies have red print on them which are word/phrase suggestions that AASB has made.

**Recommended Motion:** Move to approve the second and final of the fourteen board policies that AASB has updated with the changes recommended by AASB.