

Negotiated Agreement

between

**BOARD OF EDUCATION
FAIRBANKS NORTH STAR BOROUGH
SCHOOL DISTRICT**

and

**EDUCATION SUPPORT
STAFF ASSOCIATION**

July 1, 2009 - June 30, 2012

NEGOTIATED AGREEMENT
between
BOARD OF EDUCATION
FAIRBANKS NORTH STAR BOROUGH
SCHOOL DISTRICT
and
EDUCATION SUPPORT STAFF ASSOCIATION

This Agreement between the Board of Education of the Fairbanks North Star Borough School District, Fairbanks, Alaska, hereinafter referred to as the "District," and the Education Support Staff Association, hereinafter referred to as the "ESSA," includes all of the following articles and provisions.

BOARD OF EDUCATION

LESLIE HAJDUKOVICH, BOARD PRESIDENT

DATE

GAYLE PIERCE, SPOKESPERSON

DATE

EDUCATION SUPPORT STAFF ASSOCIATION

FRED LANDRU, PRESIDENT

DATE

IRENE MATHEIS, SPOKESPERSON

DATE

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ARTICLE 1 - RECOGNITION

1.1 General Recognition

The Fairbanks North Star Borough Board of Education, hereinafter referred to as the "District," recognizes the Education Support Staff Association, hereinafter referred to as the "ESSA," as the exclusive representative of all regular education support personnel of the Fairbanks North Star Borough School District.

1.2 Classifications Exempt from the Agreement

- a. The following classifications of employees are not included within the bargaining unit for purposes of this Agreement: Directors; Supervisors; Managers; Coordinators; Foremen; Secretaries to the Board of Education, Superintendent, Assistant Superintendents; Human Resources Department Staff; Buyers; Labor Relations Department Staff; and other salaried employees.
- b. Notwithstanding other provisions of this Agreement, it is the understanding of the parties that all education support positions and classifications currently included in the bargaining unit will remain in the bargaining unit while all positions and classifications currently excluded or exempted will remain outside of the bargaining unit.

1.3 Regular Education Support Employee Definition

Unless otherwise indicated, the term "regular education support employee" when used hereafter in this Agreement shall refer to all education support employees whose employment qualifies them for membership in the Alaska Public Employees' Retirement System.

1.4 Designation of Status of New Positions

- a. Upon the creation or establishment of any new position, the District shall designate whether the position is to be included within the bargaining unit or to be exempt therefrom. The District shall notify the ESSA within ten (10) work days of the creation of a new job description designated to be exempt from the bargaining unit.
- b. The following criteria will be used to determine if a position is exempt. A position shall be designated as exempt if any one of the following criteria is met.

Criterion 1. The position requires supervision of other employees and the employee has authority to hire, promote, discipline or terminate employees, or has substantial weight given to his/her recommendations regarding decisions to hire, promote, discipline, or terminate employees.

Criterion 2. The position requires work that is confidential because the work directly involves the formation of policies and resource allocations related to collective bargaining.

Criterion 3. The position's primary duty requires work that regularly and customarily involves the use of employee discretion and independent judgment with respect to matters of significance that are directly related to management policies of the District or to the general business operations of the District.

- c. Given the parties' desire to avoid the litigation of issues involving criteria 1 and 2, and the long-term prior understanding between the parties of the application of the Public Employees Relations Act (PERA) to those criteria, PERA applies to the application of criteria 1 and 2.

The Fair Labor Standards Act (FLSA) applies to the application of criterion 3.

These criteria are to be narrowly construed.

- d. If the ESSA disputes the decision of the District, it shall so advise the District in writing within ten (10) work days, stating the reasons for the dispute. The District shall meet with the ESSA within ten (10) work days of receipt of the notice by the ESSA. If a dispute still exists after the meeting between the District and the ESSA, the ESSA may submit the matter to binding arbitration within fifteen (15) work days of the meeting.

ARTICLE 2 - ORGANIZATIONAL RIGHTS

2.1 Right to Organize

The District agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the ESSA and that the District will not restrain or attempt to restrain any employee belonging to the ESSA from taking any active part in ESSA affairs and that it will not discriminate against any employee because of his/her ESSA membership or lawful ESSA activities.

2.2 Exclusive Negotiations with the ESSA

For the life of this Agreement the District shall not negotiate or handle grievances with any employee organization or representative other than the ESSA with reference to terms and conditions of employment or employees in the bargaining unit.

2.3 The ESSA Business Leave Bank

One hundred twenty (120) days of leave with pay shall be made available for ESSA business leave use each contract year. The ESSA shall reimburse the District for substitute costs when a substitute is employed. When possible, the ESSA shall provide twenty-four (24) hours' notice of intent to use ESSA business leave. The ESSA may carry over up to twenty (20) days per year of ESSA business leave from the preceding year, but may not exceed one hundred forty (140) days.

Only the ESSA president may authorize use of ESSA business leave.

2.4 Access to Employees

An ESSA representative may be granted access to employees who are members of this bargaining unit during work hours. Such access will be with the concurrence of the employee's immediate supervisor and no substantial interference with job performance will ensue. Such access shall not be unreasonably denied.

2.5 Pertinent Information

The District agrees to provide the ESSA, twice monthly, electronic transmission of the education support employee lists, in addition to education support vacancy listings/postings, new and revised job descriptions of each classification, and upon request other reasonable and necessary information.

2.6 The ESSA Use of School District Facilities

- a. The ESSA's use of district facilities is subject to the same rules and procedures as is any other body eligible for such usage. It is agreed there will be no rental charge except where extraordinary costs are incurred.
- b. ESSA officers shall have the privilege of using designated bulletin boards for the posting of clearly identified ESSA materials.
- c. Interschool Mail
 1. The ESSA shall be a drop on the district mail route for the sole purpose of communicating between the ESSA and the District.

2. The ESSA shall have the right to use the school mailboxes in each building for the purpose of distributing ESSA information to its members. The ESSA shall clearly label the information to be distributed to members with the ESSA name.
- d. The ESSA may establish a list serve with a private provider and utilize the district email for routine communication. The District reserves the right to limit the ESSA email communication depending on volume or content, if not routine.
- e. The ESSA shall be permitted to fax messages concerning ESSA business to its members. Communications sent by the ESSA to its members by fax will be placed in the employees' mailboxes or distributed in the same manner as telephone messages.
- f. The ESSA agrees to indemnify and save the District harmless against any liability arising from any action taken by the District to comply with the provisions of this article including the reimbursement of any legal fees, back pay, or expenses incurred. This indemnification shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of negligence or willful misconduct by the District.

2.7 The ESSA Representative Release Time

Whenever any representative of the ESSA or any bargaining unit employee is mutually scheduled by the parties to participate during work hours in negotiations or grievance proceedings, or as an employee's representative before the District, he/she shall be granted release time and suffer no loss in pay. Except in cases of emergency, twenty-four (24) hours notice shall be given to the immediate supervisor of any employee requesting ESSA representative release time.

2.8 The ESSA President's Leave

The employee who is elected president of the ESSA shall be granted a leave with pay, fringe benefits, and seniority accrual for a period not to exceed two (2) years. The leave shall be for two (2) complete school years and cannot be taken in conjunction with any other leave. Other paid leaves do not accrue during this leave. This paid leave will only be provided for the contract days that the employee is normally employed.

The ESSA shall pay to the District one-half (½) the cost of the president's salary and one-half (½) the cost of associated benefits. The cost of associated benefits is the budgeted benefit rate for the year times one-half the cost of the president's salary. The benefit rate includes an amount for health and life insurance, unemployment insurance, worker's compensation, PERS, and FICA. PERS eligibility is subject to state rules governing retirement benefits.

An employee on such leave of absence must give written notice of intent to return to active employment to the Superintendent no later than sixty (60) calendar days prior to the expiration of the leave. Failure to provide such notice will be treated as a voluntary resignation.

The employee shall be entitled to return to his/her former position he/she held prior to his/her leave if it is vacant. If not vacant, the employee shall be returned to a position in the same classification held at the time of the leave request. The employee may apply for a vacancy consistent with the terms of this Agreement. Upon reemployment following the leave, the employee will recover unused sick, personal, or annual leave held at the start of the leave of absence.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 Appearance Before the District

a. Discipline

1. An employee may at his/her request have a representative officially designated by the ESSA present when he/she is being disciplined for any infraction of rules or delinquency in professional performance. The employee must be apprised of his/her right to request

the presence of an ESSA representative. When a request for representation in the above circumstance is made, no action shall be taken for twenty-four (24) hours with respect to the employee without the presence of an ESSA representative. Whenever possible the meeting will be held within three (3) work days of the request by the employee.

2. Documentation confirming oral conversations is not to be considered discipline.

b. Suspension

Suspension with pay may occur at the discretion of the District for the purpose of conducting an investigation. Such suspension shall not constitute a disciplinary action and shall not waive any rights or protection of the Agreement. In cases of suspensions with pay the investigatory meeting will be held within a reasonable time frame not to exceed two work days.

c. Investigatory Meetings

When an administrator has an investigatory meeting with an employee that could result in subsequent discipline for the employee, the employee may have a representative present. The representative for investigatory meetings may confer with the employee before and after the interview and may clarify the questions or statements of the District for the employee's benefit during the interview.

No discipline may be imposed during an investigatory meeting.

3.2 Just Cause

a. No regular education support employee, who has completed his/her probationary period, shall be disciplined, or terminated without just cause.

b. Consistent with Board policy, any employee charged with the use, possession, distribution, or transportation of unlawful drugs, controlled substances, or hallucinogens shall be suspended from employment pending an investigation by the police or school authorities. Until the conclusion of the District's investigation, the suspension shall be with pay.

Any employee charged with a criminal offense of this type shall notify the District no later than the close of the next business day. Failure to inform the District of pending criminal charges involving unlawful use, possession, distribution, or transportation of unlawful drugs may result in the employee's termination.

Any employee convicted for the use, possession, distribution, and/or transportation of unlawful drugs, controlled substances, or hallucinogens shall be terminated.

3.3 Uniform Application

The ESSA recognizes that it is the intent of the District to uniformly apply all rules and regulations governing employee activities and conduct throughout the District.

3.4 Safety

a. It is the responsibility of the District to provide safe working conditions for all district employees. Should there be a concern about specific safety issues, the Superintendent will investigate and determine the conditions and shall report the results of the investigation to all affected employees and the ESSA. Employees shall not be required to work under unsafe conditions.

b. Further, it is recognized that each employee has a primary responsibility for his/her own safety and that the obligation to know and observe safety rules and regulations is a measure of protection for himself/herself and others. The District will, at any time, welcome suggestions

from the ESSA and its individual bargaining unit members which offer ways of improving safety conditions.

- c. No employee shall be required or asked to search for a bomb.
- d. The District will provide for each building a standard first-aid kit in a designated, accessible location.

3.5 Equitable Treatment

- a. Without limiting the District's right to impose an appropriate level of discipline, including termination, when the seriousness of the offense warrants, the District will practice the principles of progressive discipline.
- b. In any disciplinary action, the specific incident must be cited and the employee must be permitted to respond to the incident if he/she so desires.
- c. Discipline results in a written document placed in the employee's personnel file. The employee shall have the opportunity to read and sign the document prior to its placement in the personnel file.

"Progressive discipline" normally means at:

- Level 1 - a written letter of warning
- Level 2 – a written letter of reprimand
- Level 3 – a written letter indicating loss of pay
- Level 4 – a written letter indicating termination

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The District possesses the sole right and responsibility to operate the school system and all management rights reposed in it, subject to the express provisions of this Agreement. These rights include, but are not limited to, the following:

- a. The right to establish, relocate, or close facilities.
- b. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
- c. The determination of the management, supervisory, or administrative organization of each school or facility in the system and selection of employees for promotion to supervisor, management, or administrative positions.
- d. The right to establish, revise, or delete rules and regulations from time to time.
- e. The direction and arrangement of all work forces in the system, including the right to hire, suspend, discharge or discipline, or transfer employees.
- f. The right to relieve employees from duty for any legitimate reason.
- g. The creation, combination, modification, or elimination of any position(s).
- h. The right to establish hours of employment.
- i. The right to contract or subcontract for goods, services, or work.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definitions

- a. A "Grievant" shall mean an employee or group of employees or the ESSA filing a grievance.
- b. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.

5.2 Time Limits

- a. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- b. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- c. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

5.3 Appearance and Representation

- a. The District and the ESSA will cooperate in the investigation of any grievance.
- b. The ESSA shall be notified of, and may be represented at any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.
- c. If in the judgment of the ESSA a grievance affects a group of employees, or the ESSA, the ESSA may initiate and submit such grievance in writing, within ten (10) work days of the time the grievance arises, to the Superintendent at Step 2 of this procedure.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted as long as the disposition of the problem is not inconsistent with the terms of the Agreement.
- e. A Grievant may be represented at all steps of the grievance procedure by himself/herself or, at his/her option, by an ESSA representative.
- f. Nothing contained herein shall deny to any employee his/her rights under the state or federal constitutions and laws.
- g. No reprisal shall be taken against any employee for participating in a grievance procedure.

5.4 Procedure

a. Informal

The parties in interest acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Accordingly, within ten (10) work days of the time the grievance arises, the employee, either individually or accompanied by an ESSA representative, will present the grievance to his/her supervisor. Within five (5) work days after the presentation of the grievance, the supervisor shall give his/her answer, in writing, to the employee and the ESSA. The supervisor shall be obligated to give his/her answer to the ESSA only if ESSA representatives were present at the informal meeting.

b. Step 1

1. If the grievance is not resolved at the informal step, the grievant may within five (5) work days submit the grievance in written form to the supervisor. The supervisor shall arrange for a meeting with the grievant within five (5) work days.
2. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance and shall state the contention of the employee and the ESSA with respect to any violation of this Agreement and shall indicate specific relief requested.
3. Within five (5) work days after the aforementioned meeting the supervisor shall communicate his/her answer to the grievant and the ESSA in writing.

c. Step 2

1. If the grievance is not resolved at Step 1, the grievant may within five (5) work days submit the grievance in written form to the Superintendent. A copy shall be given to the supervisor involved at the same time.
2. The Superintendent shall arrange for a Step 2 hearing with the grievant to take place within fifteen (15) work days of his/her receipt of the grievance or appeal. The parties in interest shall have the right to include in the representation witnesses necessary to develop facts pertinent to the grievance.
3. Upon conclusion of the hearing, the Superintendent will have ten (10) work days to provide an answer in writing, together with the reasons to the grievant and the ESSA.
4. If the grievance is denied at Step 2, the parties, upon request of either side, shall meet within five (5) work days to discuss whether the dispute can be informally resolved. If the grievance is not resolved at Step 2, Step 3 - Binding Arbitration may be followed.

d. Step 3 - Binding Arbitration

1. Within fifteen (15) work days after the receipt of the decision by the Superintendent, the ESSA or the District may, upon written notification to the other party, submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to whether the grievance is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
2. Within ten (10) work days after such written notice of submission to arbitration the District and the ESSA will attempt to agree on a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within a ten (10) work day period, a request for a list of arbitrators will be made by the ESSA to the American Arbitration Association.
3. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. He/she shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.
4. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on the ESSA, its members, the employee or employees involved, and the District.
5. The costs of the services of the arbitrator, including per diem expenses, if any, his/her travel, subsistence expenses, and the cost of any hearing room will be borne equally by

the District and the ESSA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE 6 - EMPLOYEE EVALUATION

6.1 Evaluation Purpose

The purpose of the employee evaluation procedure shall be to determine the success of an employee's job performance, to identify goals for improvement, and to establish a record of the employee's work performance.

6.2 Evaluation Method

The performance of all employees shall be evaluated in writing. Such evaluations shall be on the standard form provided by the District, based upon observations, and shall acknowledge the strengths of employees as well as deficiencies. The evaluator will inform the employee of any deficiency in performance in a timely manner. If a deficiency is not corrected it may result in a "Does Not Meet Standards" (DNMS) or Unsatisfactory (U) rating on the annual evaluation.

Data used to support the District's assessment for items marked DNMS or U will be shared with the employee. The evaluator shall take into consideration and note in writing any circumstances which may adversely affect an employee's performance, such as workload or physical facilities.

The District's Classified Employee Evaluation Handbook may be amended in consultation with the ESSA.

The District will provide an annual evaluation of each ESSA employee by an evaluator not in the ESSA bargaining unit. A supervisor/lead will draft evaluations as input for employee evaluations. It is expected a supervisor/lead will work collaboratively with the evaluator to prepare a final evaluation. The supervisor/lead is not required to sign the final evaluation.

6.3 Areas of Evaluation

Employees shall be evaluated on the duties and responsibilities outlined in the appropriate job description.

6.4 Conditions of Evaluation

All observations of the employee's activities for the purposes of evaluation shall be conducted openly and with the employee's full knowledge and awareness.

6.5 Number of Evaluations

- a. Evaluations shall continue regularly throughout the employee's service. Twelve (12) month employees shall receive annual evaluations on or before their anniversary dates. School term employees shall receive annual evaluations by May 1 of each year. A school term employee who has received an overall satisfactory probationary evaluation earlier in the year will not need an additional evaluation May 1. The schedule of annual evaluations for employees does not preclude additional evaluations by the District when deemed necessary.
- b. An employee whose annual evaluation is due ninety (90) days or less from the date on which the immediate supervisor gives notice of his/her intended transfer or resignation may request the supervisor to complete an evaluation before the supervisor's departure. Such an evaluation may be considered in lieu of the annual evaluation by the District. The supervisor, in his/her discretion, may elect whether to grant such a request.

6.6 Post-Evaluation Conference

All evaluations shall be followed by a conference between the evaluator and the employee in order that questions arising from the evaluation may be discussed. A mutually established conference date shall be established within five (5) work days from the date of the evaluation. At such conference the employee shall be provided a copy of any evaluation report prepared by the evaluator. Following receipt of the written evaluation, a period of five (5) work days shall be allowed for the employee being evaluated to respond, in writing, to the evaluation. The written response is optional. The employee's written response will be attached to the evaluation document.

6.7 Improvement of Job Performance

- a. Any area noted as less than Meets Standards (MS) on the evaluation instrument will be addressed by the evaluator during the post-evaluation conference so that the employee shall have an understanding of how the improvement(s) can be achieved.
- b. Should the employee's overall performance rating be less than MS, the District shall provide the employee with specific, reasonable written recommendations for improvement. There shall be follow up communication at least once after the evaluation. A written summary of each communication will be given to the employee within five (5) days of the communication.
- c. A final evaluation will occur within a period that is not less than seventy-five (75) nor more than one hundred twenty (120) days of the initial evaluation requiring an improvement plan. An employee whose final evaluation does not meet standards may be subject to termination.

6.8 Probationary Employee Evaluation

For provisions regarding probationary employee evaluation, see Article 7.8 Probationary Employees.

6.9 Personnel Files

- a. The employee personnel file at the Administrative Center of the District shall be the only official depository of information relating to the employee's employment. Employees shall have the right, upon request, to review the contents of their personnel files and to receive, at the employee's expense, copies of any documents contained therein. An ESSA representative may, at the employee's request, be present at the review. No secret, duplicate, alternate, or other personnel file shall be kept by the District. A separate file for processed grievances shall be kept apart from the employee's personnel file. Material originating within the District will not be placed in an employee's personnel file unless it is dated and signed by the author. The employee will have the opportunity to read and sign material critical* of an employee's performance and/or conduct before it is entered into his/her personnel file. An employee's signature indicates only that the material has been seen, not agreement to its content. **For the purposes of this article, "critical" shall mean; characterized by careful analysis and judgment.*
- b. Critical material must be shown to the employee within ten (10) work days after receipt or composition, exclusive of any absences by the employee or supervisor. Any critical material not shown to an employee within ten (10) work days shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

Critical material originating within the District will be removed from an employee's personnel file if, after three (3) consecutive annual (non-probationary) evaluation cycles, all areas of the evaluation instrument are rated MS or better. Such removal will occur at the employee's request once the conditions for removal have been met. An employee's evaluation, maintained as a permanent personnel record, may contain reference(s) to discipline received during the reporting period, including notation of the type of discipline and the nature of the offense.

- c. All documents, communications, and records dealing with employee termination shall be removed if the employee is reinstated and absolved. These materials shall be maintained in a separate, closed, confidential file, which shall not be subsequently used or referred to, save as

may be ordered by a court of competent jurisdiction. The employee will be made aware of any evaluative information placed in the file and may sign the document. The employee's refusal to sign the document does not preclude the placement of it in the file.

- d. Employees may view the content of any supervisor's building or site files upon request and reasonable notice. Subsequent to three (3) annual evaluations that have an overall MS rating or better, the building or site file materials will be purged of material critical of the employee's performance or conduct.

ARTICLE 7 - WORKLOAD AND CONDITIONS

7.1 Change of Status

- a. Notification by Employees

Each regular employee shall give the District ten (10) work days' written notice before leaving his/her employment. An employee must be present at work and in paid status on the last day of employment except in extenuating circumstances with written approval by the Superintendent.

- b. Notification by the District

The District shall give the employee ten (10) work days written notice before any layoff or change in job status. Employees terminated for just cause or suspended for disciplinary reasons and probationary employees are exempt from this section.

- c. Demotions

Any employee who receives a voluntary demotion or a demotion for just cause shall be placed in the grade of the lower class of positions based on creditable service, as determined by the District.

7.2 Layoffs

- a. All terminations initiated by the District for reasons of budgetary limitations or reorganization shall be based on district-wide seniority within the specific job classification (as outlined in the ESSA Salary Schedule). (In the event of employees with the same hire date, seniority shall be established by lot.) The employees in that job classification with the least total uninterrupted service in the District being laid off first, save that if the District determines that a critical person is affected, then the following procedure will be followed:

1. The District will notify the ESSA of its position and the ESSA and the District will meet within three (3) work days to determine whether there is agreement that a critical person is affected.
2. If there is no agreement, the issue will be submitted to the Superintendent for his/her resolution.
3. If the ESSA disagrees with the Superintendent's decision, the issue will be submitted within three (3) work days to an arbitrator, selected pursuant to Article 5.4(d) of this Agreement, whose decision shall be final and binding.

A critical person is defined for purposes of this paragraph as one who if laid-off would cause a significant adverse impact on the ability of the District to complete its mission.

For the purpose of this section, unpaid leave does not constitute a break in service. In the event of a recall, employees shall be given the opportunity to return to work on a seniority basis within the specific job classification.

- b. When layoffs or reductions of time worked are necessitated, the ESSA shall receive a copy of the layoff, reduction of time worked, or recall letter sent to the employee.
- c. Every reasonable attempt will be made to place laid-off employees in any temporary or substitute positions.
- d. Laid-off employees shall be considered as inactive employees and entitled to request transfers in response to in-district postings consistent with this Agreement.
- e. All benefits to which employees are entitled at the time of their layoffs, including unused accumulated sick leave, shall be restored to them upon their return to active employment, and they shall be placed on the salary schedule for their current position according to their qualifications and experience.
- f. It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.
- g. When an employee is required to take a position within the same classification which results in a loss of regular hours which does not include overtime, standby, or call-out time to be worked for the year, the employee shall be placed on a Negative Impact List. The list will be maintained by the Human Resources Department and will be based on seniority. As positions become available within the same classification which would return an employee to at least the same level of regular hours as that enjoyed by the employee before the reduction occurred, the position will be offered in turn to the most senior negatively impacted employee before the position is considered a vacancy according to Article 8, Vacancies and Transfers. If an employee declines a position at any time which would restore the employee to at least the same number of hours per year as the employee previously enjoyed, the employee will be dropped from the Negative Impact List. The employee shall be given no less than three (3) work days to accept or decline the position.
- h. Recall rights under these layoff and negative impact provisions will be in effect for three (3) years from the date of the layoff or placement on the negative impact list.

7.3 Lunch and Rest Periods

- a. Lunch: All employees shall receive a duty-free lunch period of at least thirty (30) minutes in length.
- b. Rest Periods: Education support employees will be permitted fifteen (15) minutes in the first half of the shift and fifteen (15) minutes in the second half of the shift for a rest period or coffee break. Break times will be determined by the supervisor and employee on a prearranged posted schedule. Traveling personnel will take coffee breaks in the school or other assigned work location.
- c. Part-time employees working less than a seven and one-half (7 ½) hour day shall have their break time adjusted at a rate commensurate with their hours worked.

7.4 Mileage Reimbursement

- a. The use of personally owned vehicles for authorized business shall be reimbursed at the standard federal rate or thirty-five cents (35¢) per mile whichever is greater. Should the District increase the mileage reimbursement for any employee group during the term of this Agreement, the reimbursement rate will also be increased for education support employees.
- b. Written request for mileage reimbursement must be received by the District Payroll Department by the 10th work day following the end of the month for which the reimbursement is requested.

Payment will be made within fifteen (15) work days from the date the mileage reimbursement request is submitted.

- c. No reimbursement will be made for travel to the first duty station of the work day. Travel to subsequent duty station(s) will be reimbursed under the provisions of this section. No reimbursement will be made for travel from the last duty station of the work day.
- d. Network Technicians and Computer Technicians will receive a premium mileage rate of ten (10¢) cents in addition to the District mileage rate as determined in paragraph (a.) above.

7.5 Parking

Where possible, the District will provide a parking space with a head-bolt plug-in for employees. Nothing herein shall require, however, the District to expend money to provide new head-bolt plug-ins.

Exterior lights shall normally be on during the hours of darkness when activities and/or a significant number of staff are scheduled to work. Decisions of when to light parking lots will be made with energy management and employee safety as strong considerations.

7.6 Physical Examinations

The District will cover the costs of physical examinations required as a condition of employment and that are identified by the district's approved "Physical Examination Record" form. Employees may go to the physician of their choice but reimbursement by the District will be limited to costs negotiated between the District and local clinics. Only a statement of ability to perform work duties will go into the employee's medical file.

7.7 Premium Pay

a. Working Foreman and Leads

- 1. Premium pay shall be paid to a temporary working foreman who is charged with directly supervising the work of four (4) or more employees on an assigned job when such supervision is not part of the supervising employee's job description. A premium of one dollar and fifty cents (\$1.50) per hour shall be paid to the working foreman.
- 2. Employees who are in positions designated as "Lead" positions by the Human Resources Department will receive a premium of two dollars (\$2.00) per hour.
- 3. When the need arises for the District to appoint Leads, the District shall inform the employees in the appropriate job classification. The employees shall have the opportunity to express their interest for the position. The District has the sole right to designate these individuals and to make changes when deemed appropriate.

b. Tower Climber

A network technician, certified for tower work, performing tower maintenance will receive eight dollars (\$8.00) per hour in addition to his/her regular hourly wage for each hour performing work as the climber of the tower. The ground crew partner will receive his/her regular hourly wage.

7.8 Probationary Employees

- a. A probationary employee is a regular employee who has been under an employment contract for six (6) months or less. The probationary period may be extended by the District in the event of absence of the employee of more than twenty (20) work days. The extension of probation will be equal to the number of work days that the employee was absent.

- b. Accrued sick leave shall be available during the probationary period. Personal leave and earned annual leave may be taken by probationary employees.
- c. Probationary employees shall be given at least one (1) evaluation during their probationary period. Employees whose performance is rated Does Not Meet Standards (DNMS) or Unsatisfactory (U) during the probationary period will be given one (1) evaluation citing the deficiencies and one (1) follow-up evaluation. A follow-up evaluation with an overall rating as DNMS or U shall lead to termination.
- d. A probationary employee is subject to termination at any time and for any reason the District deems adequate as long as the reason is not arbitrary or capricious. Any other disciplinary action will be subject to a standard of just cause.

7.9 School Term [Nine (9) and Ten (10) Month] Employees' Reporting Dates

School term employees shall be notified prior to the last day of school of the date they are to commence and end work for the following school year. Should the District determine subsequent changes are necessary, the changes shall be communicated in writing to the employee.

7.10 Shift Changes

Except in cases of emergency where timely notification is not possible, employees shall be given five (5) work days' notice of shift changes.

7.11 Shift Differential

Employees who are scheduled to work shifts with more than one-half ($\frac{1}{2}$) the scheduled hours to be worked between the hours of 6 p.m. and 6 a.m. shall be paid a shift differential for all scheduled hours worked during the shift of seventy-five cents (75¢) per hour. Overtime work shall not be considered in determining whether the shift differential applies. Shift differential will be included when computing overtime.

7.12 District-Approved Summer School Programs

Currently employed school term employees shall be given an opportunity to accept summer school bargaining unit employment before the District hires employees from outside the District. Employees will be paid their current wage for summer school employment if employed in the same classification. All Special Education Teacher Aides will receive their regular wage for any Special Education Aide position. If the employee is employed in another job classification, the employee will be paid at Step A of the summer school classification. Fringe benefits will accrue. An employee may not use any paid leave for absences during district-approved summer school employment. Employment outside the nine (9) or ten (10) month employment period for any purpose other than summer school shall be paid in accordance with Board policy regarding temporary employment.

7.13 Temporary Assignments

On the tenth work day of continuous assignment an education support employee who is temporarily assigned to another job classification, for which the stated salary schedule remuneration is higher, shall be paid the wage commensurate with Step A of that job classification or at a step of that job classification that provides an hourly increase in pay closest to a minimum of eight percent (8%), retroactive to the first day of assignment.

7.14 Time Sheets

An employee has the right to review and receive upon request a copy of his/her time sheet.

7.15 Transportation of Students

No employee shall be required by any administrator to transport students in either district or personal vehicles. An employee may not transport a student(s) for school purposes without the prior authorization of the Superintendent.

7.16 Work Week and Overtime

- a. Definition of Work Week: The work week shall be five (5) consecutive days in any scheduled seven (7) consecutive day period. Those employees working shifts which do not always entail having Saturdays and Sundays as two (2) consecutive days off shall have the beginning of the work week determined as follows:
 1. The first work day immediately following two (2) consecutive days off; or
 2. The first work day following one (1) day off which has been a result of working six (6) consecutive days, the sixth day having been paid at time and one-half; or
 3. The first work day following a seventh consecutive work day for which double time has been paid.
- b. Regular Work Day: The work day shall consist of seven (7) or seven and one-half (7 ½) hours exclusive of the lunch period.
- c. Time and One-half for a Regular Position: All hours worked over seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week and the sixth day in the work week, if worked shall be paid at time and one-half.
- d. Overtime for Part-time Work outside an Employee's Regular Job Classification: Article 7.16.c notwithstanding, if an employee voluntarily agrees to accept temporary work outside the employee's regular job classification, the employee will be paid straight time for the work in the separate classification, up to a total of forty (40) hours per week. The overtime rate will be based on the temporary rate of pay for work outside the employee's regular job classification.
- e. Double Time: The seventh day in the work week, if worked, shall be paid double time.
- f. Holiday Pay: Employees eligible for holiday pay will be paid at the straight time rate for their average daily hours. An employee must be in paid status on the scheduled work days immediately preceding and following a designated holiday to be paid for the holiday.
- g. Holidays Worked: Actual time worked on a holiday will be paid at time and one-half (plus the holiday) unless it is the seventh day of the work week. Actual time worked on the seventh day of a work week will be paid at the double time rate (plus the holiday).
- h. Four Day Work Week: The District may establish a four (4) consecutive day work week which will consist of any combination of three (3) nine and one-half (9 ½) hour days and one (1) nine (9) hour day within any seven (7) consecutive day period without paying overtime for daily hours in excess of seven and one-half (7 ½) hours. Time and one-half shall be paid for the fifth day worked. Double time will be paid for the sixth and/or seventh day worked.
- i. Sick Leave and Annual Leave: Considered as time worked in computing a thirty-seven and one-half (37 ½) hour work week.
- j. Established Day Off: An overtime day.
- k. Minimum Call-Out: In the event of a call-out, the employee shall be paid for hours worked on the appropriate schedule but not less than an amount equal to four (4) hours of straight time. Minimum call-out is defined as an amount not less than an amount equal to four (4) hours pay

at straight time. Telephone calls will not be considered for call-out pay. This provision does not apply to employees on standby.

- l. Standby: In the event that weather conditions or school building requirements demand the availability of standby attendance, compensation shall be established by the following hours and compensation:
 1. A person assigned shall receive standby pay equivalent to two (2) hours at the regular hourly rate for each assigned standby day during the normal work week.
 2. A person assigned standby on Saturdays, Sundays, and/or holidays shall receive standby pay equivalent to four (4) hours at the regular hourly rate for each assigned standby day.
- m. Overtime During Standby: Overtime pay shall be paid in addition to standby pay whenever an overtime call-out of standby personnel is required.
- n. Overtime Use and Conditions:
 1. Bargaining unit overtime will be offered to bargaining unit employees before being offered to employees outside the bargaining unit as follows:
 - a. Overtime will be worked by bargaining unit employees on a voluntary basis by the employees within the appropriate department or building.
 - b. If no employee volunteers to work overtime, the District may assign overtime as needed, provided notification is given twenty-four (24) hours in advance. In cases of emergency, the twenty-four (24) hour advance notice may be waived.
 - c. In cases of emergency, when bargaining unit employees are not available as cited in (a) and (b) above, the District may offer overtime to employees outside of the bargaining unit.
 2. Employees who are employed to work less than seven and one-half (7 ½) hours per day shall be paid their normal rate of pay for all hours worked over their regularly scheduled hours of work up to seven and one-half (7 ½) hours.

7.17 Part-Time Employees

Part-time is defined as working fewer than six (6) hours. Part-time employees shall receive the following benefits:

- a. All leave shall be prorated for part-time employees.
- b. Part-time employees shall be eligible for health insurance coverage.
- c. Part-time employees shall have the following options for health insurance coverage:
 1. Elect to be covered by the district health insurance plan and pay the established employee contribution rate for part-time employees for said coverage. The established employee contribution rate for part-time employees will be two times the rate for full-time employees; or
 2. Decline to be covered by the district health insurance plan.
- d. Part-time employees hired prior to July 1, 2001, who work half-time or more will not have insurance benefits reduced as a result of this article.

7.18 Shared Assignments

- a. Employees who are regular employees may volunteer for shared-time assignments by making application to the District Human Resources Department on or before April 1 for the ensuing fiscal year. The employees' application will indicate which employee's assignment is proposed to be shared.
- b. All shared-time assignments shall be for one (1) fiscal year, commencing at the beginning of the fiscal year. All shared-time assignments shall be subject to the discretionary approval of the Superintendent. Once approved by the Superintendent, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent, except in case of resignation or termination or commencement of a leave of absence of one or both of the employees sharing the assignment. In case of such resignation or termination, or leave of absence, the Superintendent shall have the right, in his/her discretion, to continue the shared-time assignment by hiring a replacement or to terminate the shared-time arrangement and require the remaining shared-time partner to return to full-time status.
- c. A shared-time assignment may be continued for an additional fiscal year with the discretionary approval of the Superintendent.
- d. No grievance or arbitration shall arise from the Superintendent's granting or not granting or refusing to continue any shared-time assignments, nor from any other aspect of this article, except a matter concerning a direct question of the appropriate pay or benefit to which an employee may be entitled may be grieved and arbitrated by the same procedure set forth in Article 5 of this Agreement.
- e. The termination of shared-time assignments by the Superintendent shall not be considered an involuntary transfer.
- f. Compensation
 1. Shared-time employees shall be compensated at the appropriate contractual hourly rate. Paid winter vacation hours will be allocated in accordance with the shared-time division.
 2. Shared-time employees shall have the same insurance benefits as part-time employees. In no case shall the total cost of the fringe benefits between employees sharing a position exceed the total cost of the benefits paid to a full-time employee for the same position.
- g. Seniority

Each employee participating in shared-time shall receive full seniority credit.
- h. Sick Leave Days
 1. Employees in a shared-time position shall receive prorated sick leave days.
 2. Absences shall be deducted on a prorated basis.
- i. Inservice Days

Shared time employees are required to attend full days of district-wide and building inservices, if given thirty (30) days notice, and they shall be compensated at their hourly rate.

7.19 Special Education Teacher Aides/Sign Communication with Students

Positions that require the ability to communicate with deaf and hearing impaired students through signing at a basic or intermediate level throughout the school day will meet the requirements indicated on the vacancy posting.

Special education teacher aides who are required to perform sign communication with students as a part of their teacher aide duties will be compensated an additional one dollar and twenty-five cents (\$1.25) per hour above their regular placement on the ESSA salary schedule.

7.20 Classroom Safety

- a. There will be an annual review of discipline procedures. Policies pertaining to student behavior will be accessible to employees. Employees will have full opportunity to recommend policies and regulations pertaining to student discipline.
- b. Incidents of verbal and/or physical assault of employees shall be documented by the principal. Principals will report the incident to law enforcement authorities as appropriate.
- c. Employees assigned instructional duties shall be informed of assigned students who have a documented history of violent behavior that poses a threat to students and/or staff.
- d. Employees may have physical contact with students when reasonable and necessary to maintain a safe environment, to administer first aid, and to attend to health needs. Examples of these circumstances include protecting self, protecting students from physical harm, preventing accidental injury, moving through a crowd to attend to an emergency, and providing appropriate care to, or restraint for, students with special needs.
- e. Employees may not have physical contact with students in the context of disciplinary action.

7.21 Indemnification

Provided an employee is acting in good faith, is not determined to be negligent, nor acting with intent to cause harm, and is acting under the direction of a supervisor within the scope and course of employment duties, the employee will be indemnified or insured.

ARTICLE 8 - VACANCIES AND TRANSFERS

8.1 Vacancies

- a. Any qualified regular bargaining unit member who has completed the probationary period shall be given the opportunity to apply for any vacancy before the District hires a non-district applicant. A vacancy shall be defined as a bargaining unit position previously held by an employee or a new classified position that is created by the District.
- b. All vacancies shall be posted five (5) work days prior to public advertisement provided two (2) weeks' notice is given by the employee creating the vacancy. In the event less than two (2) weeks' notice is given or a vacancy is created by an in-district transfer, the District shall still endeavor to adhere to the above agreement; however, if in the opinion of the District, the vacancy requires filling within a shorter time frame, the time of in-district posting may be shortened or waived and hiring may be done within or outside the district after consultation with the ESSA.
- c. Vacancies shall be posted at each district facility and on the district web site. A copy of the vacancy notice shall be sent electronically to the ESSA. A written job description for the vacant position shall be made available for interested applicants. Any special requirements unique to the particular vacancy will be noted on the posting.
- d. Vacancies shall be filled on the basis of experience and qualifications. The District shall make every effort to hire from within the district before declaring the vacancy open to applicants from outside of the district. Where the experience and qualifications are equal as determined by the District, seniority shall be the determining factor in selecting the successful applicant. Current qualified employees shall be given preference over new hires. Unsuccessful in-district applicants may contact the Human Resources Department to inquire the reasons for their non-selection, and shall receive the reasons for their non-acceptance in writing upon request.

8.2 Voluntary Transfers

- a. A “transfer” is defined as:
A move from one location to another, e.g. a move from North Pole Elementary to North Pole High School and/or;

A move from one classification to another classification within the same Grade, e.g. from a Computer Technician to a Grounds Technician, which are both in Grade 10.
- b. A “promotion” is defined as:

A move from one Grade to a higher Grade. (A move to a higher Grade that results from a change in a school’s student population is not considered a promotion.)

During any fiscal year employees may accept one transfer and two promotions.

- c. 1. A six (6)-month probationary period shall apply to in-district transfers to different job classifications or to promotions for evaluation purposes only. An overall evaluation rating that Does Not Meet Standards will result in returning the employee to his/her former job classification. Subsequent to an employee's evaluation during this period, the District will determine when the employee will return to his/her former job classification.
2. If the District elects to return an employee to his/her former job classification, the employee shall displace an employee currently in that classification in order of reverse seniority.

8.3 Involuntary Transfers

An involuntary transfer shall be made only in the case of an emergency, to prevent undue disruption of the program, because of student enrollment fluctuation or program relocation when the student to whom an employee is a designated aide transfers, or when an employee is displaced under another provision of this contract. Involuntary transfers, if made, shall be on the basis of reverse districtwide seniority among employees with the same job description and wage classification. The District shall notify in writing the affected employees and the ESSA of the specific reasons for such transfers.

For the purpose of this article seniority shall be defined as the total uninterrupted service in the district. For the purpose of this section, unpaid leave shall not constitute a break in service.

ARTICLE 9 - TRAINING AND INSERVICE

9.1 Training

- a. 1. Training that is required by the District shall be provided at the District's expense.
2. Training or classes requested by the employee and approved in advance by the employee's immediate supervisor and the District, shall be provided at the District's expense. A maximum dollar amount per employee will be established each year for tuition reimbursement.
- b. Employees who are required by the District subsequent to their initial employment to obtain a license will have the initial license fee paid by the District.
- c. Employees currently employed who are subsequently required by the District to become licensed or certificated will be provided a reasonable time period in which to meet the requirements.

9.2 Inservice Training

At least one (1) day of inservice training shall be provided per contract year for all employees covered by this Agreement. The inservice days shall be mutually planned by the District and employees selected by the ESSA. Any costs incurred shall be borne by the District.

9.3 School Professional Leave

ESSA employees are eligible for professional leave allocated by schools.

At the beginning of each school year the principal will inform the classified employees there are at least two professional leave days available. The principal will provide information regarding the process for applying for use of this professional leave time.

9.4 Training for IR and ER aides

To assist aides in IR and/or ER classrooms with new students and/or new teachers the District may, as determined by the Executive Director of Special Education, provide collaboration time and/or training in de-escalation and safety strategies either before the beginning of the school year or as needed throughout the school year.

ARTICLE 10 - LEAVES

10.1 General Provisions for Unpaid Leaves of Absence

- a. Child Care Leave, Disability Leave, Leave for Academic Study or Work Experience, Leave to Hold Elected Office, and Long-Term Unpaid Leaves of Absence are the unpaid leaves addressed in the contract and shall be without fringe benefits, provided however that the District will maintain an employee's health insurance coverage if required to do so by the federal Family and Medical Leave Act of 1993 (FMLA). An employee on unpaid leave shall be allowed to purchase health and life insurance to the extent allowed by the district's insurance provisions.
- b. An employee must submit a written request to the Executive Director of Human Resources for unpaid leave at least ten (10) work days in advance of the need for the leave. Employees who are in unpaid leave status without prior written approval by the Executive Director of Human Resources may be subject to termination of employment.
- c. Seniority shall accrue as if the employee remained on paid status for unpaid leaves of absence of up to thirty (30) work days.
- d. If unpaid leave of absence is thirty (30) or fewer work days of one (1) fiscal year, then the following return provision shall apply: The employee shall return to work on the next work day following the expiration date of the leave to the position he/she held prior to the commencement of the leave.
- e. If the unpaid leave of absence is more than thirty (30) work days, or if the employee's absence extends into two (2) fiscal years, then the following return provisions shall apply:
 1. The employee shall return on his/her first scheduled work day of the fiscal year as established by the District, except for disability leave when the employee shall return on the date established by the doctor's statement.
 2. The employee shall notify the Human Resources Department of the District in writing at least thirty (30) calendar days in advance of the expiration of the leave if the leave is less than sixty (60) days, otherwise in all other cases by at least sixty (60) calendar days' advance notice. Failure to give such notice shall be treated as a voluntary resignation.

3. The employee shall be returned to his/her former position if it is vacant. If not, then the employee shall be returned to a position in the same classification held at the time of the leave request.
- f. The anniversary date for an employee shall be the date on which the employee was employed, adjusted for any period in which the employee was on long-term unpaid leave over thirty (30) work days for reasons other than accidental injury, illness, or required military service. The District will maintain employees' original hire dates.

10.2 Unpaid Leave for Personal Reasons

With the exception of the following categories, unpaid leave for personal reasons will be granted only in rare and unusual circumstances. Normally an employee will be eligible for unpaid leave for personal reasons after the employee has exhausted all personal or annual leave in accordance with Article 10.4.

a. Child Care Leave

1. An unpaid leave may be requested and shall be granted to an employee for the purpose of caring for a newborn or newly adopted child. The unpaid leave for a newly adopted child may include such time as may be necessary, as approved by the Superintendent, to finalize the adoption and/or to have the child placed in the care and custody of the adopting employee. Requests for child care leave shall be made thirty (30) days prior to the expected date of the birth or adoption. If the date of birth or adoption requires leave to begin in less than thirty (30) days, the employee shall provide notice as soon as practicable. Child care leave shall begin when the child is born or received unless the employee is eligible for sick leave under this Agreement, in which case child care leave will begin following the period of sick leave.
2. Child care leave must be taken within twelve (12) months after the child's birth or placement, in a single block of time. If the employee requesting child care leave is considered an eligible employee under FMLA, the District will maintain the employee's health insurance coverage consistent with the FMLA, for up to twelve (12) weeks of the child care leave. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks of paid health insurance coverage within any twelve (12) month period, for purposes of leave taken for child care. The length of the child care leave shall be for up to one (1) calendar year.

b. Leave for Academic Study or Work Experience

Leave requests for academic study, formal or informal, or work experience related to specific employment areas must be submitted to the Human Resources Department sixty (60) days prior to the beginning date for which the leave is requested. An employee must have three (3) consecutive years of employment in the District to be eligible to apply. Requests for leave will be accompanied by a plan which outlines a formal study program, informal activities or encounters or work experience which the employee feels will educationally benefit both the District and himself/herself. This plan is subject to the discretion and approval of the Superintendent. Upon return from leave the employee must submit evidence of the successful completion of his/her approved plan. The leave shall be for up to one (1) year, but not less than thirty (30) calendar days.

c. Leave to Hold Elected Office

Requests for leave of absence to hold elected office must be submitted by the employee by the date of required filing to run for public office. Upon return from leave the employee must submit evidence of the completion of the term of office. The leave shall not exceed two (2) complete school years.

d. Long-Term Unpaid Leave

An employee with three (3) years of consecutive employment with the District may request leave for a period of one (1) year. For a school term employee the request must be made at least sixty (60) days before the requested start date for the leave and before the employee's last day of work for the school term. For all other employees, the request must be made at least sixty (60) days in advance of the requested start date for the leave. The decision to grant such leave shall be at the discretion of the Superintendent whose decision shall be final.

10.3 Unpaid Leave for Medical Reasons

Normally an employee will be eligible for unpaid leave for medical reasons after the employee has exhausted all sick, personal, and annual leave in accordance with Article 10.4.

a. Disability Leave

An employee with one (1) year of consecutive experience with the District may request disability leave. Upon the recommendation of the employee's physician, a leave of absence shall be granted for up to one (1) calendar year. The request for leave shall be in writing and be accompanied by a physician's statement setting forth the specific illness or disability and the expected length of absence. The date on which the disability leave will commence will also be specified. However, if the employee has already been on unpaid leave status due to the same disability, the disability leave will commence on the date the employee went into unpaid leave status.

If an employee requesting disability leave is considered an eligible employee under FMLA, the District will maintain the employee's health insurance coverage consistent with the FMLA, for up to twelve (12) weeks of the disability leave. The twelve (12) weeks of paid health insurance coverage will be reduced by any weeks of sick leave that the employee has taken for this same purpose.

10.4 Paid Leaves of Absence

a. Annual Leave

1. Twelve-Month Employees

- a. Bargaining unit members employed on a twelve (12) month basis in regular full-time positions shall earn one and one-half (1 ½) days paid annual leave per month for the first twenty-four (24) months of employment. Following an employee's second anniversary of employment with the District, the hourly accrual rate shall be adjusted to credit an additional leave day for the year. This method of increasing the accrual rate for annual leave shall continue until the employee accrues a maximum of thirty (30) days of annual leave per year.
- b. Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours notice of a desire to take annual leave to his or her supervisor in charge of approving leave as determined by the department. The employee may take leave at times mutually agreed upon between the employee and his/her supervisor. Provided, however, any supervisor who denies a request for annual leave that is made at least one (1) week in advance of the requested leave shall provide the reasons for the denial to the employee in writing. The employee, if he/she so desires, shall have the right to appeal the supervisor's denial to the next highest authority in the District. Such appeal procedure shall end at the Superintendent level.
- c. Earned annual leave may be taken by probationary employees.

b. Leave Accrual

Employees who are on unpaid leave shall receive accrual for sick leave and annual leave on a prorated hourly basis for the amount of time worked during the month the employee takes the leave and during the month the employee returns to work. The personal leave allocation will be adjusted to reflect a long term leave of absence.

c. Legal Leaves

1. An employee called for jury duty shall be granted leave with pay. An employee who is a victim of a crime and whose testimony is needed at a related criminal trial, or an employee who is a nonparty to a civil proceeding and is subpoenaed by a court or administrative agency with competent jurisdiction to testify as a witness at that proceeding will receive full compensation at the employee's regular rate of pay.
2. An employee who finds it necessary to attend a civil proceeding to which he/she is a party, shall receive unpaid leave.
3. While an employee is on legal leave, if the proceedings recess or terminate prior to the end of the duty day and a meaningful portion of the employee's duty day remains, the employee shall return to his/her place of duty.
4. When an employee is subpoenaed by a court or administrative agency outside the contract year to testify as a witness as a result of employment duties and responsibilities, the employee will receive full compensation at his/her contracted hourly rate. An employee will be paid a minimum of three and a half (3½) hours for time served that is less than one-half (½) day.

d. Military Leave

1. The District shall grant leave to employees who are ordered to training duty (as distinguished from active duty) in the National Guard or other military reserve units, if postponement to the summer months is not possible. An employee on military leave shall receive his/her regular pay for a period not to exceed ten (10) work days within a given fiscal year.
2. Military leave in excess of ten (10) work days shall be considered as unpaid leave.

e. Personal Leave

1. Three (3) days of personal leave per year shall be accrued by all school term employees. Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours notice to his or her immediate supervisor of a desire to take personal leave. Employees may take personal leave at times mutually agreed upon between the employee and his/her supervisor; however, the supervisor's approval of personal leave requests will not be unreasonably withheld, except however, personal leave will not be approved for inservice days. Denials of personal leave may be appealed to the next higher level of authority, who shall consult with the ESSA in trying to resolve the matter.
2. An employee may carry over three (3) days of personal leave to the following year. A school term employee who transfers into a twelve (12) month position may carry with him/her up to three (3) days of personal leave, which must be used within six (6) months of the date of the employee's transfer or it will be lost.

f. Sick Leave

1. Allocation

All education support employees working in regular full-time positions in the District are entitled to accrue up to one and one-third (1 $\frac{1}{3}$) days per month worked of sick leave with pay. Unused sick leave shall be allowed to accrue without limit. Sick leave may be used for personal medical appointments. A false statement regarding use of sick leave is grounds for termination.

2. Employees who exhaust all sick leave must also exhaust all personal or annual leave before being eligible to apply for unpaid leave of absence.

3. Required Statement

The District may require a doctor's certificate for any sick leave taken in excess of three (3) consecutive days or any sick leave after four (4) days have been taken during the fiscal year.

4. Sick Leave for Immediate Family at Home

A maximum of thirty (30) days of sick leave per school year may be used when a member of the employee's immediate family is ill and the employee's presence is required at home.

5. Required Statement for Employee's Extended Absence

If an employee reasonably expects that he/she will be unable to perform daily duties and functions for more than fifteen (15) work days due to personal illness or disability, he/she shall provide the Human Resources Department, at his/her expense, a physician's statement setting forth the date the employee's disability will commence and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this section at least one (1) month before the expected date of birth.

6. Sick Leave Proration

Employees who work less than seven and one-half (7 $\frac{1}{2}$) hours per day shall have their sick leave prorated in accordance with the provisions of this section.

7. Bereavement for Extended Family

Employees shall be granted during a school year up to twenty (20) days of accumulated sick leave in any one (1) school year in case of death(s) within the extended family, with no more than ten (10) days of sick leave being used for each such occurrence. The Superintendent, at his/her sole discretion which shall not be subject to grievance or arbitration, may grant sick leave to an employee upon request in the case of the death of a person not defined as extended family.

8. Serious Illness in the Immediate Family

Employees shall be granted during a school year up to twenty (20) days of accumulated sick leave in any one (1) school year in case of serious illness or accident requiring hospitalization of a member of the immediate family which requires the presence of the employee, as certified by the attending physician.

9. Residential Care for Immediate Family

Employees shall be granted during a school year up to ten (10) days of accumulated sick leave in any one (1) school year in order to place a member of the immediate family in a residential care facility.

10. Family Medical Leave Act Provisions

If an employee is considered an eligible employee under FMLA, and under the Alaska Family Leave Act (AFLA), the employee will be granted a leave of absence without pay for medical reasons for up to eighteen (18) weeks during any twenty-four (24) month period as provided in the AFLA, or for up to twelve (12) weeks during a twelve (12) month period as provided under the FMLA. This unpaid leave will be approved upon the occurrence of a serious health condition of the employee or to care for the employee's child, spouse, or parent who has a serious health condition. During this time, the employee's health plan coverage will be maintained as if the employee was in paid status for up to twelve (12) weeks of leave, including any sick leave the employee has taken for the same purpose. Any time the unpaid leave extends beyond the twelve (12) weeks, then the employee is subject to pay the monthly premium if the employee elects to continue health insurance coverage. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks during any twelve (12) month period for purposes of leave taken to care for a parent with a serious health condition. The ESSA and District agree that the provision of health insurance coverage for employees on unpaid leaves for family and medical reasons and all procedures are to be interpreted and applied consistently with the legal duties and responsibilities imposed by state and federal law and regulation, and are no greater.

11. Definitions

- a. The "immediate family" is defined as the employee's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, legal guardian, legal ward, or household member.
- b. The "extended family" is defined as the employee's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, legal ward, aunt, uncle, nephew, niece, household member, or extended family of the household member.

12. Death Benefit

In the event of an employee's death, the employee's estate will receive the value of the employee's accrued and unused sick leave.

g. Converting Annual and Personal Leave to Sick Leave

Employees who become seriously ill or injured while on annual or personal leave shall be entitled to convert annual or personal leave to sick leave, if sufficient sick leave is available, upon receipt by the District of appropriate documentation from a medical doctor verifying the illness or injury.

h. Accumulated Sick Leave Compensation

- 1. If an employee is eligible for retirement and PERS retirement becomes effective immediately, then at the time of termination, the retiring employee shall receive full pay at his/her current salary for accumulated unused sick leave as follows:

Up to 20 years service	30 days
Between 20 and 30 years	35 days

Over 30 years

40 days

2. If the state retirement system (PERS) changes its procedures to allow retirement credit for retirees, then this provision (Article 10.3.h) shall become null and void.

i. Sick Leave Bank

1. Bank Establishment

There is hereby created a Sick Leave Bank which shall be administered by the ESSA. The ESSA shall indemnify and save the District harmless against any claim by any person or entity rising out of any use or claimed misuse or nonuse of the Sick Leave Bank. This provision shall not be subject to the grievance procedure.

2. Bank Membership

Any employee is eligible to become a member of the Sick Leave Bank. An employee may elect to join the Sick Leave Bank by informing the District or the ESSA in writing during the first thirty (30) days of initial employment for newly hired employees, during the first thirty (30) work days after return to work for employees returning from a long term leave of absence, or during the month of May for current employees who are nonmembers. Membership in the Bank shall continue from year to year after initial enrollment unless an employee notifies the District in writing no later than May 31 regarding his/her intent to withdraw from the Sick Leave Bank for the following fiscal year. An employee electing not to join the Sick Leave Bank shall not be eligible for Sick Leave Bank grants until the next annual enrollment, when the employee will again have the opportunity to become a member of the Sick Leave Bank. The Bank shall be administered through the same administrative channels and regulations as for sick leave except as noted in this article.

3. Bank Enrollment

Employees will be permitted to transfer a maximum of two (2) days of sick leave annually to the Sick Leave Bank. Following an employee's enrollment as a Sick Leave Bank member, one (1) day of sick leave shall be transferred from his/her sick leave account to the Sick Leave Bank. This shall occur by September 30 for current employees or after the 30th calendar day of initial employment for newly hired employees. If, at the time of a required contribution, an employee does not have a day to contribute, the next available day shall be transferred. An employee will not be considered a member of the Bank until the required annual contribution is made. All leave transferred to the Bank by an employee is final and not recoverable for re-credit to his/her personal sick leave account.

4. Year-End Bank Status

If at the end of each fiscal year the remaining number of days in the Bank exceeds one hundred percent (100%) of the number of the ESSA bargaining unit members who are members of the Sick Leave Bank, only newly hired employees will be permitted to transfer leave to the Bank after the 30th calendar day of initial employment. Employees will be permitted to transfer up to five (5) days of sick leave to the Sick Leave Bank upon retirement or resignation.

5. Bank Withdrawal Provisions

- a. Withdrawal Limits

In any fiscal year, an employee will be permitted to withdraw up to twice the number of days of sick leave the employee had accrued before the onset of the illness, up to a maximum of forty (40) days. If an employee has accrued ten (10) or fewer days of

sick leave before the onset of the illness, the employee would be eligible to withdraw up to twenty (20) days in any fiscal year.

b. Committee Approval

Requests for withdrawal from the Bank may be approved by the committee when the following conditions have been satisfied:

- i. All of the employee's accrued sick leave has been exhausted unless leave use is otherwise restricted, and
 1. all of the employee's accrued personal or annual leave has been exhausted, and
 2. the employee has been on unpaid leave for five (5) work days. The days of unpaid leave may be reimbursed from hours granted by the Sick Leave Bank. However, twelve (12) month employees may have up to five (5) days of annual leave reinstated upon approval of the sick leave bank committee. The number of annual leave days held at the time of the application for the Sick Leave Bank days establishes the number of annual leave days that may be reinstated, and
- ii. a doctor's certificate is presented to the committee and the Human Resources Department verifying the employee's need for leave.

The committee shall not grant any requests for Sick Leave Bank hours in excess of the number of hours in the Bank.

Should an employee who has received a grant from the Sick Leave Bank return to work prior to using all of the hours authorized by the Bank, the remaining hours will be restored to the Sick Leave Bank from the employee's sick leave account.

6. Sick Leave Bank Audit

Administration of the Sick Leave Bank shall be audited at the end of each school year by a representative of the ESSA and a representative of the District.

j. Emergency Provision

In the event the Sick Leave Bank has exhausted its days available for use by employees, the ESSA may authorize emergency contributions to the Bank. The ESSA shall notify the District in writing of its intention to conduct an emergency Sick Leave Bank drive. Any employee who may wish to contribute one (1) day of his/her accumulated sick leave to the Bank must do so in writing. Supplemental contributions may be made only once per fiscal year.

k. Travel Delay

When an employee on District authorized business is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to administrative leave. When an employee is on a personal trip outside of the Fairbanks North Star Borough and his/her return is delayed by transportation difficulties beyond his/her control, no disciplinary action may be taken against the employee. The burden shall be on the employee to establish that the delay was beyond his/her control. The employee's absence shall first be charged to any applicable leave. If the employee has insufficient applicable leave to cover the absence, the time will be charged to unpaid leave. These non-paid days will not be considered unpaid leave days for the purpose of qualifying for holiday pay.

1. Work-Related Injury or Illness

1. Americans with Disabilities Act (ADA)

The parties acknowledge that the District must comply with the Americans with Disabilities Act and other statutes prohibiting discrimination due to an employee's disability. It is specifically recognized that the District may need to permanently or temporarily reassign or reemploy employees who have sustained work-related injuries and who are physically restricted, either temporarily or permanently, from returning to pre-injury job descriptions. Should the District receive a request from an employee for accommodation involving reassignment or reemployment due to injury or illness, the District shall meet and confer with the ESSA prior to accommodating the employee.

2. Workers' Compensation

The District shall provide workers' compensation benefits prescribed by statute to an employee who sustains an on-the-job injury. Absences caused by job-related injuries shall be charged as sick leave, if sufficient sick leave has been accrued, until such time as the employee qualifies for workers' compensation. For the first sixty (60) work days after an employee begins receiving workers' compensation benefits, the employee shall be permitted to use sick, annual, or personal leave, if sufficient leave has been accrued, for up to twenty percent (20%) of the employee's guaranteed hours per pay period. In no case shall an employee be entitled to receive an amount that exceeds his/her normal gross pay.

The District will maintain a comprehensive back-to-work program. This program should encourage return to work by having work placements available for employees when they have been medically released for work on either a full-time or part-time basis.

3. Injury by Assault

a. Any employee who has suffered assault either directly or while intervening in the assault of students or other staff, and incurred in the course of performing employment duties is required to complete an Employee First Aid Injury/Incident Report form provided by the District and give the form to his/her immediate supervisor as soon as possible. The employee is required to complete a Report of Occupational Injury or Illness form if injured.

b. Whenever an employee is temporarily absent from school and temporarily unable to perform his/her duties as a result of an assault either directly or while intervening in the assault of students or other staff, and incurred in the scope and course of employment, the employee will be paid full salary less the amount of any workers' compensation payments or payment made for temporary disability. The District's payments will continue throughout the time the disability exists except not during those periods of time when the employee would not have, in the normal course of his/her position, been in a pay status, and except that the maximum time the aggregate payments shall continue shall not exceed the employee's normal number of average months and days worked in a District fiscal year. Such temporary absence will not be counted against accrued sick leave. Should the disability continue beyond this time the employee may, as determined by the District and consistent with applicable law, be terminated.

c. Assault is defined as any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

d. To determine the length of time during which an employee is temporarily unable to perform duties and in determining that a disability is attributable to the specific

injury involved, the District shall have the right to have an employee examined by a physician of its own designation. In the event there is an adjudication of the period of temporary disability in the appropriate workers' compensation proceedings, the District may adopt such adjudication.

10.5 Joint Leave Review Committee

A Joint Leave Review Committee will be formed to explore contract provisions that address leave allocation and use to promote employee attendance. These provisions may include incentives and consequences with regard to leave use.

The committee will convene during the 2009-2010 school term to recommend language for the 2010-2011 school term. New language for the 2010 – 2011 school term will be implemented upon ratification of both the ESSA and the School Board.

This committee will be comprised of eight (8) Interest Based Bargaining (IBB) team members, four (4) ESSA and four (4) District members. The committee will dissolve at the end of the committee's charge.

ARTICLE 11 – VACATION TIME FOR NINE AND TEN MONTH EMPLOYEES

- a. Education support employees employed for nine (9) and ten (10) months per year shall receive the same winter vacation days as regular classroom teachers. School term employees shall be paid for these days.
- b. Education support employees employed for nine (9) and ten (10) months per year shall receive three (3) paid vacation days at Spring Break subject to the school term calendar approved by the School Board.

ARTICLE 12 - HOLIDAYS AND EMERGENCY SCHOOL CLOSURE

12.1 Holidays are

- a. New Year's Day
- b. Two (2) paid holidays during spring break if scheduled on the school calendar and not used for make-up of school closure. If spring break is calendared for more than two (2) days, the Superintendent shall designate which days will be the holidays.
- c. Memorial Day
- d. Independence Day
- e. The day before or the day after Independence Day
(The Superintendent shall select the day.)
- f. Labor Day
- g. Thanksgiving Day
- h. The day after Thanksgiving
- i. Christmas Day
- j. The day before or the day after Christmas
(The Superintendent shall select the day.)
- k. Additional holidays as declared by the School Board.

12.2 Emergency School Closure

In the event of an emergency school closure, the District and the ESSA will meet to discuss ways of minimizing the impact. Nothing herein shall limit the District's right to determine, after such meeting and subject to the terms of this Agreement, any action to be taken as a result of any such closure.

ARTICLE 13 - INSURANCE

13.1 Health Insurance

The District agrees to offer options for health insurance coverage, as described below, beginning the first day of the month following employment and continuing until employment termination. For employees who elect to participate in the district's health insurance plan, coverage will extend until August 31 for any terminating employee who holds and completes a full year contract. Retired teachers who qualify for health coverage under the Alaska Teachers' Retirement System (TRS) do not qualify for health coverage under the district's plan. An employee has the option to continue health insurance coverage at his/her own expense during a long-term leave of absence.

Employees may choose not to be covered by district health insurance and therefore not required to make an employee contribution, provided the employee signs a statement attesting that he/she is covered by other health insurance. Employees who wish to enroll a spouse and/or children in the district's plan may do so by completing the proper paperwork and providing the required supporting documentation to Human Resources in a timely manner.

The District offers a Plan Option A and a Plan Option B. Plan options, benefits, and criteria for participation are described in the *Summary Plan Description* and are subject to revision by the *Joint Committee on Health Benefits*. The District shall provide each employee with a copy of the *Summary Plan Description* describing health care benefits and shall inform employees of any changes in benefits annually.

Employee contributions to the district's plan in the form of payroll deductions will be based on a family tiered structure as follows:

- Employee Only
- Employee + Spouse or Employee + Child(ren)
- Employee + Family

Employee contributions are based on a three (3) year average of total health plan costs and are dependent on which family tier of coverage is selected. Employee contributions will be deducted from employee paychecks over nineteen (19) pay periods beginning with the first pay check in September.

Total employee dollar share of health plan costs is based on the negotiated employee percentage as applied to average plan costs. For the 2009 plan year the employee percentage will be fourteen percent (14%). For the 2010 plan year the employee percentage will be fourteen and one-half percent (14.5%). For the 2011 plan year the employee percentage will be fifteen percent (15%).

The details of the computation of employee contributions are described in the Letter of Understanding between the Fairbanks North Star Borough School District and the Education Support Staff Association dated 10/11/08.

Health plan costs are composed of claims paid, the costs of administering the health care plan by the third party administrator or its successor(s), aggregate and specific stop-loss premiums, utilization review fees, case management costs, health program audit rewards, Tanana Valley PA Clinic, PATH initiative costs, COBRA premium receipts, refunds, consultant fees, and any added costs resulting from changes in the administration of the health insurance plan agreed to by the parties during the term of the collective bargaining agreement or due to any requirement imposed by state or federal law.

A *Joint Committee on Health Benefits* (Joint Committee) shall be composed of three (3) representatives selected by the Fairbanks Education Association, three (3) representatives selected by the Education Support Staff Association, one (1) representative selected by the Fairbanks Principals' Association, the Fairbanks North Star Borough Risk Manager as a non-voting member, and three (3) representatives selected by the Superintendent. The Joint Committee shall select a chairperson from its membership. A quorum for the meetings shall require no fewer than seven (7) committee members. The Joint Committee will conduct a formal vote on any proposed changes in benefits. Passage of motions requires a super majority vote of seventy-five percent (75%). Minutes shall be taken of the meetings.

The Joint Committee shall be empowered to determine health care benefits to be provided, which shall be formalized through a memorandum of agreement between the District and a designated representative of each affected employee group. "Health care benefits" shall include dates of eligibility for coverage, benefit schedules, deductibles, co-payment provisions, preferred provider programs, wellness programs, and other options designed to enhance benefit options while containing costs. The District shall not be required to adopt changes made by this committee which would:

- a. result in violations of established laws or regulations;
- b. alter the administration or management of health care benefits;
- c. result in a cost increase to the Plan of more than five percent (5%); or
- d. be detrimental to the financial interests of the District, as determined by the Superintendent.

The District agrees to work with the Joint Committee to provide reasonable time for meetings and provide adequate support, including an expert health care consultant for plan design. Administrative leave will be provided for all participants.

13.2 Life Insurance

The District shall provide group life insurance for each member of the bargaining unit in an amount equal to the employee's annual salary rounded up to the nearest thousand. The policy shall include a double indemnity provision.

The employee has the option to continue group life insurance coverage at his/her own expense during a long-term leave of absence.

ARTICLE 14 - DUES CHECKOFF AND PAYROLL DEDUCTIONS

14.1 Dues and Payroll Deductions

Employees who desire to have dues or fees, as specified in this Agreement, deducted from the pay to which they would otherwise be entitled, and to have those funds paid to the ESSA, shall authorize such payroll deductions by executing a check-off on a form mutually agreed to by the parties to this Agreement. Upon receiving such authorization, the District shall make the deductions so authorized and promptly forward these deductions to the ESSA. No other employee organization shall be accorded payroll deduction privileges with regard to the District education support employees. The ESSA shall immediately notify the District in writing of any decrease or increase in authorized dues or fees to be deducted. The District shall make the appropriate adjustment in payroll deductions upon receipt of the employee authorization for the change. Should an employee temporarily be in an unpaid status, the District shall continue to account for the dues arrearage and shall make the deduction from the employee's pay upon return to paid status. An employee who wants to establish a repayment plan must contact the payroll office. The District shall remit employee-authorized ESSA deductions to the duly authorized representative of the ESSA, together with a list of names of the employees from whom payroll deductions are made. The ESSA agrees to hold the District free from all liabilities in connection with the collection of dues or fees, except that the District shall be held to the exercise of ordinary diligence and care in the transmittal of the monies to the ESSA.

14.2 Agency Fee

- a. The ESSA, as the exclusive representative of all the members of the bargaining unit, shall represent all such persons fairly and equally, and all persons in the bargaining unit shall be required to pay the agency fee to the ESSA. No person shall be required to join the ESSA, but membership in the ESSA shall be made available to all persons who apply consistent with the ESSA constitution and bylaws. No person shall be denied ESSA membership for any unlawful discriminatory reason.
- b. It shall be a condition of employment that all employees covered by this Agreement shall, on the thirty-first (31st) calendar day following the beginning of such employment, become members of the ESSA or pay an agency fee to the ESSA equal to the amount of the ESSA dues assessed uniformly against all the ESSA members.
- c. Persons to be employed in the bargaining unit shall be informed by the District of their obligation to go to the ESSA Business Office within ten (10) work days of their date of employment. The District shall provide the ESSA notification of new employees within five (5) work days on a standard form provided by the District.
- d. Completed Dues/Agency Fee Forms shall be forwarded to the District's payroll office by the ESSA.

ARTICLE 15 - SALARY AND RELATED INFORMATION

15.1 Salary Schedule

ESSA Salary Grades & Classifications	
GRADE 1	GRADE 6 continued
GRADE 2 Kitchen Aide Mail Clerk/Receptionist	Attendance Specialist English Language Learner (ELL) Program Tutor/Instructor Bus Scheduler
GRADE 2A Central Kitchen Packaging Crew Member	Elementary Generalist Graduation Success Coach I
GRADE 3 Central Kitchen Production Crew Member	Lead Custodian I Library Assistant
GRADE 3A Elementary Kitchen Supervisor Roving Kitchen Supervisor	Program Assistant - Art Dept Program Secretary Reading Assistant
GRADE 4 Data Entry (Clerk/Operator) Secondary Kitchen Supervisor	Teacher Aide - Behavior/Intervention Teacher Aide - Intensive Resource Teacher Aide - Autism
GRADE 4A Secondary Kitchen Supervisor: (supervises 1-5 employees)	Teacher Aide – Extended Resource Tutor - ANE Program
GRADE 4B Secondary Kitchen Supervisor: (supervises more than 5 employees)	Tutor - Classroom Tutor - Correspondence
GRADE 5 Custodian Day Custodian I English Language Learner (ELL) Dominant Language Tutor Purchasing/Warehouse Clerk Secretary Teacher Aide - Intervention Room Teacher Aide - Special Education Teacher Aide - Swimming Teacher Aide - Vocational Education Teacher Assistant	Tutor - BEST Warehouseperson Warehouseperson/Expeditior
GRADE 5A Day Custodian II	GRADE 6A Lead Custodian II
GRADE 5B Day Custodian III	GRADE 6B Lead Custodian III Lead Custodian - Carpet Crew
GRADE 6 ANE Cultural Resource Coordinator ANE Graduation Success/Attendance Liaison Assistant Accounting Clerk Assistant Accounts Payable Clerk	GRADE 6C Lead Custodian IV Central Kitchen Coordinator
	GRADE 7 Accounts Payable Clerk Cashier Payroll Clerk School Safety Assistant
	GRADE 8 Administrative Secretary Counseling Technician Elementary Library Media Associate

<p>GRADE 8 continued Graduation Success Coach II Information Systems Support Technician I Library Media Technician Migrant Records Manager Printer Stock Control Technician</p>	<p>GRADE 11 continued Maintenance Mechanic Operations Equipment Repairperson Prevention/Intervention Specialist Licensed Speech Language Pathology Assistant Materials Development Specialist - Instructional Technology Payroll Clerk - Lead Records Management Specialist Technology Materials Development Specialist Warehouseperson II</p>
<p>GRADE 9 After School Program Site Coordinator Career Guidance Specialist</p>	<p>GRADE 12 Maintenance Mechanic - Parts & Hazardous Waste Network Technician School Nurse</p>
<p>GRADE 10 Computer Technician Grounds Technician Information Systems Support Technician II Materials Development Specialist School Safety Liaison Sign Language Interpreter/ Transliterater Special Education Assessment Specialist</p>	<p>GRADE 13 Maintenance Technician: Electrician Boiler HVAC Plumber</p>
<p>GRADE 11 Certified Occupational Therapist Assistant</p>	

SALARY SCHEDULE 2009-2010

Grade	Step																				
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Grade 1	10.91	11.17	11.42	11.69	11.97	12.24	12.53	12.83	13.12	13.43	13.75	14.08	14.40	14.75	15.09	15.45	15.82	16.20	16.59	16.99	17.40
Grade 2	11.72	12.00	12.27	12.57	12.86	13.16	13.47	13.79	14.12	14.45	14.80	15.14	15.50	15.87	16.25	16.64	17.04	17.45	17.87	18.30	18.75
Grade 2A	12.00	12.27	12.57	12.86	13.16	13.47	13.79	14.12	14.45	14.80	15.14	15.50	15.87	16.25	16.64	17.04	17.45	17.87	18.30	18.75	19.19
Grade 3	12.61	12.90	13.21	13.51	13.83	14.16	14.49	14.85	15.19	15.55	15.93	16.30	16.70	17.09	17.50	17.92	18.35	18.80	19.24	19.70	20.18
Grade 3A	12.90	13.21	13.51	13.83	14.16	14.49	14.85	15.19	15.55	15.93	16.30	16.70	17.09	17.50	17.92	18.35	18.80	19.24	19.70	20.18	20.66
Grade 4	13.54	13.86	14.19	14.52	14.88	15.23	15.58	15.96	16.33	16.73	17.12	17.53	17.96	18.38	18.83	19.27	19.74	20.21	20.69	21.19	21.70
Grade 4A	13.86	14.19	14.52	14.88	15.23	15.58	15.96	16.33	16.73	17.12	17.53	17.96	18.38	18.83	19.27	19.74	20.21	20.69	21.19	21.70	22.23
Grade 4B	14.19	14.52	14.88	15.23	15.58	15.96	16.33	16.73	17.12	17.53	17.96	18.38	18.83	19.27	19.74	20.21	20.69	21.19	21.70	22.23	22.76
Grade 5	14.57	14.92	15.28	15.64	16.01	16.38	16.78	17.17	17.58	18.01	18.43	18.88	19.33	19.79	20.26	20.76	21.25	21.76	22.29	22.84	23.39
Grade 5A	14.92	15.28	15.64	16.01	16.38	16.78	17.17	17.58	18.01	18.43	18.88	19.33	19.79	20.26	20.76	21.25	21.76	22.29	22.84	23.39	23.95
Grade 5B	15.28	15.64	16.01	16.38	16.78	17.17	17.58	18.01	18.43	18.88	19.33	19.79	20.26	20.76	21.25	21.76	22.29	22.84	23.39	23.95	24.53
Grade 6	15.68	16.05	16.42	16.82	17.21	17.62	18.05	18.47	18.92	19.37	19.83	20.31	20.81	21.30	21.82	22.34	22.89	23.44	24.00	24.58	25.18
Grade 6A	16.05	16.42	16.82	17.21	17.62	18.05	18.47	18.92	19.37	19.83	20.31	20.81	21.30	21.82	22.34	22.89	23.44	24.00	24.58	25.18	25.79
Grade 6B	16.42	16.82	17.21	17.62	18.05	18.47	18.92	19.37	19.83	20.31	20.81	21.30	21.82	22.34	22.89	23.44	24.00	24.58	25.18	25.79	26.42
Grade 6C	16.82	17.21	17.62	18.05	18.47	18.92	19.37	19.83	20.31	20.81	21.30	21.82	22.34	22.89	23.44	24.00	24.58	25.18	25.79	26.42	27.07
Grade 7	16.87	17.27	17.68	18.10	18.52	18.97	19.42	19.89	20.37	20.87	21.37	21.88	22.41	22.96	23.51	24.08	24.65	25.25	25.86	26.49	27.14
Grade 8	18.16	18.58	19.03	19.49	19.97	20.44	20.94	21.44	21.95	22.48	23.03	23.58	24.16	24.74	25.33	25.95	26.57	27.22			
Grade 9	19.55	20.03	20.50	21.00	21.50	22.03	22.55	23.10	23.65	24.23	24.81	25.42	26.03	26.66	27.31	27.98					
Grade 10	21.06	21.57	22.10	22.62	23.17	23.73	24.31	24.90	25.50	26.12	26.75	27.39	28.06	28.74	29.45						
Grade 11	22.68	23.22	23.78	24.36	24.96	25.56	26.18	26.81	27.47	28.14	28.82	29.52	30.24	30.97							
Grade 12	24.43	25.03	25.63	26.26	26.89	27.55	28.22	28.90	29.61	30.33	31.07	31.82	32.60								
Grade 13	26.33	26.97	27.62	28.30	28.99	29.69	30.42	31.16	31.91	32.69	33.50	34.32									

A single step for Salary Schedule 2009 – 2010 is awarded pursuant to Article 15.3 c. Step Advancement.

Employees who receive additional compensation in addition to the salary schedule are:

HR Designated Leads	= \$2.00	Per Article 7.7
Network Techs Certified for High Tower Work	= \$8.00	Per Article 7.7
Temporary Working Foreman	= \$1.50	Per Article 7.7
Shift Differential	= \$0.75	Per Article 7.11
Aides w/Signing Responsibilities	= \$1.25	Per Article 7.18

SALARY SCHEDULE 2010-2011

Grade	Step																				
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Grade 1	11.49	11.76	12.02	12.30	12.59	12.86	13.16	13.47	13.77	14.09	14.42	14.76	15.09	15.45	15.80	16.17	16.55	16.94	17.35	17.76	18.18
Grade 2	12.33	12.62	12.90	13.20	13.50	13.81	14.13	14.46	14.80	15.14	15.50	15.85	16.22	16.60	17.00	17.40	17.81	18.23	18.66	19.11	19.57
Grade 2A	12.62	12.90	13.20	13.50	13.81	14.13	14.46	14.80	15.14	15.50	15.85	16.22	16.60	17.00	17.40	17.81	18.23	18.66	19.11	19.57	20.02
Grade 3	13.25	13.54	13.86	14.17	14.50	14.84	15.18	15.55	15.90	16.27	16.67	17.05	17.46	17.86	18.28	18.72	19.16	19.62	20.07	20.55	21.04
Grade 3A	13.54	13.86	14.17	14.50	14.84	15.18	15.55	15.90	16.27	16.67	17.05	17.46	17.86	18.28	18.72	19.16	19.62	20.07	20.55	21.04	21.54
Grade 4	14.20	14.53	14.87	15.21	15.58	15.94	16.30	16.70	17.08	17.49	17.89	18.31	18.76	19.19	19.65	20.11	20.59	21.07	21.57	22.08	22.61
Grade 4A	14.53	14.87	15.21	15.58	15.94	16.30	16.70	17.08	17.49	17.89	18.31	18.76	19.19	19.65	20.11	20.59	21.07	21.57	22.08	22.61	23.15
Grade 4B	14.87	15.21	15.58	15.94	16.30	16.70	17.08	17.49	17.89	18.31	18.76	19.19	19.65	20.11	20.59	21.07	21.57	22.08	22.61	23.15	23.70
Grade 5	15.26	15.63	16.00	16.37	16.75	17.13	17.54	17.94	18.36	18.81	19.24	19.70	20.17	20.64	21.13	21.64	22.15	22.67	23.22	23.78	24.35
Grade 5A	15.63	16.00	16.37	16.75	17.13	17.54	17.94	18.36	18.81	19.24	19.70	20.17	20.64	21.13	21.64	22.15	22.67	23.22	23.78	24.35	24.93
Grade 5B	16.00	16.37	16.75	17.13	17.54	17.94	18.36	18.81	19.24	19.70	20.17	20.64	21.13	21.64	22.15	22.67	23.22	23.78	24.35	24.93	25.52
Grade 6	16.41	16.79	17.17	17.58	17.98	18.41	18.85	19.28	19.75	20.21	20.68	21.18	21.69	22.20	22.73	23.27	23.83	24.40	24.98	25.57	26.19
Grade 6A	16.79	17.17	17.58	17.98	18.41	18.85	19.28	19.75	20.21	20.68	21.18	21.69	22.20	22.73	23.27	23.83	24.40	24.98	25.57	26.19	26.82
Grade 6B	17.17	17.58	17.98	18.41	18.85	19.28	19.75	20.21	20.68	21.18	21.69	22.20	22.73	23.27	23.83	24.40	24.98	25.57	26.19	26.82	27.47
Grade 6C	17.58	17.98	18.41	18.85	19.28	19.75	20.21	20.68	21.18	21.69	22.20	22.73	23.27	23.83	24.40	24.98	25.57	26.19	26.82	27.47	28.14
Grade 7	17.63	18.05	18.47	18.90	19.33	19.80	20.26	20.74	21.24	21.75	22.27	22.79	23.34	23.91	24.47	25.06	25.65	26.27	26.89	27.54	28.21
Grade 8	18.96	19.39	19.86	20.33	20.83	21.31	21.83	22.34	22.87	23.41	23.98	24.54	25.14	25.74	26.35	26.99	27.62	28.29			
Grade 9	20.39	20.89	21.37	21.89	22.40	22.95	23.48	24.05	24.62	25.21	25.81	26.44	27.07	27.72	28.39	29.08					
Grade 10	21.95	22.47	23.02	23.56	24.12	24.70	25.30	25.90	26.52	27.16	27.81	28.47	29.16	29.86	30.59						
Grade 11	23.62	24.17	24.75	25.35	25.97	26.58	27.22	27.87	28.55	29.24	29.94	30.66	31.40	32.16							
Grade 12	25.42	26.04	26.66	27.31	27.95	28.63	29.32	30.02	30.76	31.50	32.26	33.03	33.84								
Grade 13	27.38	28.04	28.71	29.41	30.12	30.84	31.59	32.35	33.12	33.93	34.76	35.61									

A single step for Salary Schedule 2010 – 2011 is awarded pursuant to Article 15.3 c. Step Advancement.

Employees who receive additional compensation in addition to the salary schedule are:

HR Designated Leads	= \$2.00	Per Article 7.7
Network Techs Certified for High Tower Work	= \$8.00	Per Article 7.7
Temporary Working Foreman	= \$1.50	Per Article 7.7
Shift Differential	= \$0.75	Per Article 7.11
Aides w/Signing Responsibilities	= \$1.25	Per Article 7.18

SALARY SCHEDULE 2011-2012

Grade	Step																				
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
Grade 1	11.95	12.23	12.50	12.79	13.09	13.37	13.69	14.01	14.32	14.65	15.00	15.35	15.69	16.07	16.43	16.82	17.21	17.62	18.04	18.47	18.91
Grade 2	12.82	13.12	13.42	13.73	14.04	14.36	14.70	15.04	15.39	15.75	16.12	16.48	16.87	17.26	17.68	18.10	18.52	18.96	19.41	19.87	20.35
Grade 2A	13.12	13.42	13.73	14.04	14.36	14.70	15.04	15.39	15.75	16.12	16.48	16.87	17.26	17.68	18.10	18.52	18.96	19.41	19.87	20.35	20.82
Grade 3	13.78	14.08	14.41	14.74	15.08	15.43	15.79	16.17	16.54	16.92	17.34	17.73	18.16	18.57	19.01	19.47	19.93	20.40	20.87	21.37	21.88
Grade 3A	14.08	14.41	14.74	15.08	15.43	15.79	16.17	16.54	16.92	17.34	17.73	18.16	18.57	19.01	19.47	19.93	20.40	20.87	21.37	21.88	22.40
Grade 4	14.77	15.11	15.46	15.82	16.20	16.58	16.95	17.37	17.76	18.19	18.61	19.04	19.51	19.96	20.44	20.91	21.41	21.91	22.43	22.96	23.51
Grade 4A	15.11	15.46	15.82	16.20	16.58	16.95	17.37	17.76	18.19	18.61	19.04	19.51	19.96	20.44	20.91	21.41	21.91	22.43	22.96	23.51	24.08
Grade 4B	15.46	15.82	16.20	16.58	16.95	17.37	17.76	18.19	18.61	19.04	19.51	19.96	20.44	20.91	21.41	21.91	22.43	22.96	23.51	24.08	24.65
Grade 5	15.87	16.26	16.64	17.02	17.42	17.82	18.24	18.66	19.09	19.56	20.01	20.49	20.98	21.47	21.98	22.51	23.04	23.58	24.15	24.73	25.32
Grade 5A	16.26	16.64	17.02	17.42	17.82	18.24	18.66	19.09	19.56	20.01	20.49	20.98	21.47	21.98	22.51	23.04	23.58	24.15	24.73	25.32	25.93
Grade 5B	16.64	17.02	17.42	17.82	18.24	18.66	19.09	19.56	20.01	20.49	20.98	21.47	21.98	22.51	23.04	23.58	24.15	24.73	25.32	25.93	26.54
Grade 6	17.07	17.46	17.86	18.28	18.70	19.15	19.60	20.05	20.54	21.02	21.51	22.03	22.56	23.09	23.64	24.20	24.78	25.38	25.98	26.59	27.24
Grade 6A	17.46	17.86	18.28	18.70	19.15	19.60	20.05	20.54	21.02	21.51	22.03	22.56	23.09	23.64	24.20	24.78	25.38	25.98	26.59	27.24	27.89
Grade 6B	17.86	18.28	18.70	19.15	19.60	20.05	20.54	21.02	21.51	22.03	22.56	23.09	23.64	24.20	24.78	25.38	25.98	26.59	27.24	27.89	28.57
Grade 6C	17.98	18.41	18.85	19.28	19.75	20.21	20.68	21.18	21.69	22.20	22.73	23.27	23.83	24.40	24.98	25.57	26.19	26.82	27.47	28.14	29.27
Grade 7	18.34	18.77	19.21	19.66	20.10	20.59	21.07	21.57	22.09	22.62	23.16	23.70	24.27	24.87	25.45	26.06	26.68	27.32	27.97	28.64	29.34
Grade 8	19.72	20.17	20.65	21.14	21.66	22.16	22.70	23.23	23.78	24.35	24.94	25.52	26.15	26.77	27.40	28.07	28.72	29.42			
Grade 9	21.21	21.73	22.22	22.77	23.30	23.87	24.42	25.01	25.60	26.22	26.84	27.50	28.15	28.83	29.53	30.24					
Grade 10	22.83	23.37	23.94	24.50	25.08	25.69	26.31	26.94	27.58	28.25	28.92	29.61	30.33	31.05	31.81						
Grade 11	24.56	25.14	25.74	26.36	27.01	27.64	28.31	28.98	29.69	30.41	31.14	31.89	32.66	33.45							
Grade 12	26.44	27.08	27.73	28.40	29.07	29.78	30.49	31.22	31.99	32.76	33.55	34.35	35.19								
Grade 13	28.48	29.16	29.86	30.59	31.32	32.07	32.85	33.64	34.44	35.29	36.15	37.03									

A single step for Salary Schedule 2011 – 2012 is awarded pursuant to Article 15.3 c. Step Advancement.

Employees who receive additional compensation in addition to the salary schedule are:

HR Designated Leads	= \$2.00	Per Article 7.7
Network Techs Certified for High Tower Work	= \$8.00	Per Article 7.7
Temporary Working Foreman	= \$1.50	Per Article 7.7
Shift Differential	= \$0.75	Per Article 7.11
Aides w/Signing Responsibilities	= \$1.25	Per Article 7.18

15.2 Pay Periods

- a. The pay period will consist of fourteen consecutive calendar days beginning on Monday and ending on Sunday. Payday will be the Friday following the end of the pay period. If a payday falls on a holiday, the payday will move to the preceding work day.
- b. If a payday falls within winter break, payment will be deposited or mailed to the employee on the regularly scheduled payday.

If a payday falls within spring break, payment will be deposited or mailed no later than the regularly scheduled payday, or delivered to the work location the following Monday.

15.3 Placement

- a. Newly Hired Employees

New employees will be placed at Step A in the appropriate Grade.

If the District is unable to hire a qualified employee at the Step A rate of pay, it may place a newly hired employee on an advanced step, provided current employees in that specific position also advance so no employee makes less per hour than the newly hired employee in that position.

- b. Transferred Employee Placement

When transferring to a position that is one Grade higher, the employee will be placed at Step A of the new Grade or on the first step that provides a minimum of an eight percent (8%) hourly rate increase. When transferring to a position more than one Grade higher, the employee will be placed at Step A of the new Grade or on the first step that provides a minimum of an eight percent (8%) hourly rate increase and advanced one additional step for each Grade above one Grade. For example if a Grade 4 Data Entry Clerk at Step E transferred to a Grade 8 Counseling Technician position, the employee would be placed at Grade 8 Step D. If transfer to a higher sub-grade (i.e. 5A to 5B) occurs, the employee will be placed on the same step from which the employee moves.

When transferring to a position in a lower Grade, the employee will be placed at the same step of the lower Grade.

- c. Step Advancement

Step advancement will normally occur on July 1, provided steps have been awarded as part of the Agreement.

Those employees hired before January 1 will be eligible for a step advancement on July 1 if steps are awarded in the Agreement for the year beginning July 1.

Those employees on the last step of each Grade will remain at that pay rate unless the schedule amount is increased or a step is added as a result of change in the Agreement.

15.4 Paychecks

- a. Check Distribution - Employees' paychecks or advices shall be delivered to the building in which the employee is permanently assigned. An employee who travels between schools may designate, once each fiscal year, to which of his/her work locations his/her paychecks or advices will be delivered. When technology becomes available and accessible, payroll advices will be delivered electronically.
- b. Automatic Deposit - All employees hired after June 30, 2006 will have their paychecks automatically deposited in one or more financial institutions of their choosing. Employees

hired before July 1, 2006 who currently do not have auto deposit, may maintain their present method of payment, however, effective July 1, 2010, all employees will have their paychecks automatically deposited in one or more financial institutions of their choosing. The request for automatic deposit must be made on a form provided by the Payroll Department. Provided all information on the automatic deposit form is validated by the financial institution(s), the automatic deposit should commence the second payday following the submission of the request. Employees wishing to change the automatic deposit arrangement must notify the Payroll Department by using an approved form at least fifteen (15) work days prior to the date they wish the automatic deposit to change.

15.5 Overpayment/Underpayment

Employees who have been overpaid due to personnel and payroll errors agree to reimburse the District for the amount of the overpayment. Employees shall not have overpayment deducted from their paychecks until the employee has been notified and a repayment plan has been formulated. This provision for a repayment plan does not apply to employees who are terminating with the District.

Any underpayment of an employee will be corrected in accordance with state statute.

15.6 Day Custodian Pay Adjustments

Day Custodian pay range adjustments caused by decreases or increases in the official student enrollment, if needed, shall be made once each year prior to the first pay period in November. Adjustments that increase a custodian's pay will be made if the custodian's school's student enrollment varies by more than twenty percent (20%) during the year and the variance causes a change in the day custodian pay category, as defined in the day custodian's job description. For a newly opened school the initial category shall be based upon the official enrollment projection for that school, to be adjusted as set forth above. Pay adjustments shall not be retroactive. Pay adjustments that decrease an incumbent custodian's pay will not be made until the beginning of the next fiscal year.

ARTICLE 16 - NO STRIKE OR LOCKOUT

16.1 No Strike

The ESSA and the District subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. No employee covered by the Agreement shall participate in a strike, work stoppage, or concerted refusal to perform work.

16.2 No Lockout

The District agrees that during the life of this Agreement there will be no lockout.

16.3 Violation

Any violation of this article by the ESSA, a member of the ESSA, the District, or any of its representatives, is not subject to the grievance procedure, and either party may pursue such legal remedies as provided by law.

ARTICLE 17 - CONCLUSION OF COLLECTIVE BARGAINING

17.1 This Agreement is the entire agreement between the District and the ESSA. The parties acknowledge they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of the Agreement. This Agreement terminates all prior agreements, practices, and understandings, and concludes all collective bargaining for the duration of this Agreement, except as provided herein.

ARTICLE 18 - EFFECT OF AGREEMENT

18.1 Changes in Agreement

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, written mutual consent of the parties.

18.2 Savings Clause

a. Violations

If any article or part of any article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the parties to be in violation of any federal, state, or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of the Agreement shall not be affected.

b. Replacement

If a determination or decision is made pursuant to the above section (a) of this article that part of this Agreement is in violation of federal, state, or local law, the parties to this Agreement shall convene within ten (10) work days for the purpose of negotiating a satisfactory replacement.

18.3 Nondiscrimination Clause

The provisions of this Agreement shall be applied without regard to race, creed, religion, ethnic origin, domicile, sexual orientation, or political affiliation; or because of the person's age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood.

18.4 Publication of Agreement

a. Copies of this Agreement shall be printed in current format at the expense of the District within forty-five (45) days after the Agreement is signed. The document shall be jointly proofread by the District and the ESSA before signing.

b. Sufficient copies of the Agreement shall be forwarded to the ESSA for distribution to all bargaining unit members. Further, the District shall furnish one hundred and fifty (150) copies of the Agreement to the ESSA.

ARTICLE 19 - EFFECTIVE PERIOD

19.1 Effective Period

This Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect until June 30, 2012.

19.2 Renewal and Reopening of Agreement

This Agreement shall automatically be renewed and shall continue in full force and effect for additional periods of one (1) year unless the ESSA gives notice to the District or the District gives notice to the ESSA not later than March 1 prior to the aforesaid expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement and to negotiate over the terms of these provisions.

LETTER OF UNDERSTANDING

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

EDUCATION SUPPORT STAFF ASSOCIATION

HEALTH INSURANCE EMPLOYEE CONTRIBUTION CALCULATION

I. For the purposes of Article 13.1 and this Letter of Understanding the following definitions will apply:

- Average-Plan-Costs – the three (3) year moving average of the actual fiscal year plan expenses for the prior three (3) fiscal years.
- Base-Employee-Contribution – the amount equal to the Employee-Dollar-Share divided by the number of Eligible Positions.
- Eligible Positions – the number of benefit-eligible positions on April 1st of the most recent fiscal year.
- Employee Contributions – amounts collected from employees during the period of September through May of the fiscal year.
- Employee Percentage – the negotiated percentage that will be applied to Average-Plan-Costs to calculate the Employee-Dollar-Share.
- Employee-Dollar-Share – the amount equal to Average-Plan-Costs multiplied by the Employee Percentage and is used to calculate the Base-Employee-Contribution.
- Enrolled Employees – the number of benefit eligible employees who are enrolled in the plan on January 1st of the plan year.
- Expected Contribution – the amount expected to be collected during the fiscal year and is equal to the number of Enrolled Employees times the Base-Employee-Contribution.

II. Calculating Tiered Employee Contribution Rates

At the end of each fiscal year the District will calculate the Base-Employee-Contribution for the next plan year which begins on January 1st. An employee's contribution for Plan Option A will be based on a negotiated formula applied to the family tiered structure as follows:

Employee Only	75% of the Base-Employee-Contribution
Employee + Spouse or Employee + Child(ren)	100% of the Base-Employee-Contribution
Employee + Family	125% of the Base-Employee-Contribution

An employee's contribution for Plan Option B will be equal to 35% of the employee contribution for each of the family tiers for Plan Option A.

For part-time employees, the contribution rate is two (2) times the full-time employee rate.

III. Employee-Dollar-Share Adjustment

An important cost sharing feature of the plan concerns over or under collections of Expected Contributions. If the actual Employee Contributions collected are below the Expected Contribution at the end of a given fiscal year, the underpayment will be added to the Employee-Dollar-Share in the next plan year. If the actual Employee Contributions collected are above the Expected Contribution, the

overpayment will be deducted from the Employee-Dollar-Share in the next plan year.

For the plan year beginning January 1, 2010, the Expected Contribution will be based on Employee Contributions collected during the period January 2009 through May 2009. For subsequent plan years, the Expected Contribution will be based on Employee Contributions collected during the period of September through May.

Fairbanks North Star Borough School District Date

Education Support Staff Association Date