

Negotiated Agreement

between

BOARD OF EDUCATION

**FAIRBANKS NORTH STAR
BOROUGH SCHOOL DISTRICT**

and

FAIRBANKS PRINCIPALS' ASSOCIATION

July 1, 2007- June 30, 2010

NEGOTIATED AGREEMENT

between

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

and

FAIRBANKS PRINCIPALS' ASSOCIATION


1. This Agreement between the Fairbanks North Star Borough School Board of Education, hereinafter referred to as the "District," and the Fairbanks Principals' Association, hereinafter referred to as the "FPA," includes all of the following articles and provisions.

FAIRBANKS PRINCIPALS' ASSOCIATION



Mario Gatto, FPA President

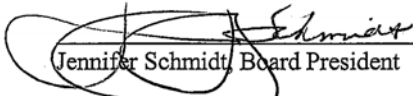
7/23/07
Date



Tim Doran, FPA Spokesperson

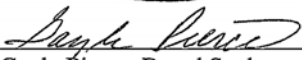
7/23/07
Date

BOARD OF EDUCATION



Jennifer Schmidt, Board President

7/25/07
Date



Gayle Pierce, Board Spokesperson

7/23/07
Date

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PREAMBLE

The Board of Education recognizes the principal, under the leadership and supervision of the Superintendent, as a management position and endorses the management team concept in the governance of the educational program.

By law, the Board of Education is charged with the responsibility to render policy decisions regarding management and instructional functions in public education. The Board of Education agrees to a decision-making process which provides for the participation of principals in the development of school district policy. Principals, as members of the management team, accept the responsibility to share in the decision-making process and to be held accountable for the implementation of policy.

1000 FAIRBANKS PRINCIPALS' ASSOCIATION

1100 Recognition:

The Board recognizes the Fairbanks Principals' Association (FPA) as the exclusive representative for all principal positions defined in this Agreement for the purposes of collective bargaining with respect to matters of wages, hours, and other terms and conditions of employment.

1200 Individual Membership Rights:

It is recognized that FPA bargaining unit members have the right to join or refrain from joining the FPA. Membership in the FPA shall not be required as a condition of employment in the District, and the District will not discriminate with respect to any term or condition of employment for the purpose of encouraging or discouraging membership in the FPA.

The District will not prohibit FPA bargaining unit members from taking an active part in the FPA activities; nor shall the District deny any FPA bargaining unit member his/her rights under state or federal laws.

1300 The FPA's Rights and Responsibilities:

The District will:

1. Provide ten (10) days leave per school year for the FPA's business. Granting of leave shall be upon written request by the FPA president to the Superintendent. The FPA may request an additional five (5) days of leave per fiscal year, so that FPA members may attend training related to collective bargaining or grievance handling. The FPA will submit any such request(s) to the Superintendent in writing, whose approval shall not be unreasonably withheld. Should such training be attended outside of the established school year, FPA members shall be paid at their per diem rate.
2. Involve the FPA in the District's preparation and process for negotiating with the Fairbanks Education Association (FEA) and the Education Support Staff Association (ESSA).
3. Involve principals in proposed changes to certificated and classified job descriptions and evaluation instruments and procedures.
4. Involve the FPA in proposed changes for the evaluation of principals.
5. Involve principals in the preparation of the school calendar.
6. Involve principals in determining building usage or changes thereof.

7. Provide each principal with copies of this Agreement either in hard copy or electronic form.

1400 The FPA Deductions:

The District shall accept voluntary payroll deductions for the FPA dues which will be forwarded to the appropriate FPA representative. Requests for voluntary payroll deductions shall be submitted in writing and kept on file in the Payroll Office. Such requests will continue from year to year until the principal leaves the District or furnishes written notice of revocation of the authorization to the Payroll Office. Such revocation requests must be received prior to September 30, to be effective for the current year. The FPA agrees to hold the District free from all liability in connection with diligence and care in transmittal of the monies to the FPA.

2000 GRIEVANCES

It is the mutual desire of the District and the FPA to provide for the prompt adjustment of grievances in a fair and reasonable manner. The parties agree to attempt to resolve grievances at the lowest possible administrative level through free and informal communications. In furtherance of this objective, the District and the FPA have adopted the following procedure as the method for resolving grievances under this Agreement.

2100 Definition:

A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of the Agreement.

2200 Procedure:

Step 1: Any principal may verbally present any grievance within five (5) work days of its occurrence to his/her Administrative Center supervisor. A verbal reply will be given to the grievant within five (5) work days of the meeting. If the results of Step 1 are unsatisfactory, the matter may be appealed to Step 2, provided it is reduced to writing and submitted to the Superintendent within ten (10) work days.

Step 2: The Superintendent shall arrange for a Step 2 hearing. The Hearing Officer will give a reply in writing to the grievant within ten (10) work days of the Step 2 hearing. If this reply is unsatisfactory, the matter may be appealed to Step 3.

Step 3: If Step 2 is unsatisfactory, arbitration may be requested by the FPA within thirty (30) work days. The parties will attempt to agree upon a mutually acceptable arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association. The decision or award of the arbitrator shall be final and binding upon the parties. Each party shall bear the expense of preparing its own case. Expenses of the arbitrator shall be equally shared by the parties. 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. The arbitrator will be without power or authority to make any decision which modifies, alters, or amends the terms of the Agreement. He/she shall have no power to change any practice, policy, or rule of the Board.

Time limits provided in this Agreement may be extended by mutual agreement. 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.

2300 Rules of Proceedings:

All proceedings and details thereof shall be held in strictest confidence between the parties. Any grievant has a right to an FPA representative at any step in the grievance procedure.

3000 CONTRACT CONDITIONS

3100 Duration:

This Agreement and each of its provisions is binding and effective as of July 1, 2007, and shall continue in full force and effect until June 30, 2010. If either party wishes to negotiate a successor to this Agreement they shall notify the other party of their desire to commence negotiations prior to March 1, 2010.

3200 Savings Clause:

1. Modifications

No provisions of the Agreement may be changed, modified, or altered during the term of this Agreement, except by mutual consent of the Board and the FPA.

2. Violations

If any article or part of an article of the Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the District and the FPA to be in violation of any federal or state law, or if a court restrains the enforcement of an article or part of an article, the remaining articles of the Agreement shall not be affected.

3. Replacement

If a determination or decision is made pursuant to Section 3200.2 that part of this Agreement is in violation of federal or state law, the parties to the Agreement shall meet within ten (10) work days after the determination or the decision to negotiate a satisfactory substitute for the invalidated article, section, or portion thereof.

3300 The FPA and Management Rights:

1. The rights and the privileges of the FPA to represent members and to process grievances for principals shall be granted only to FPA.

2. All of the functions, rights, powers, and authority of the District not specifically abridged, delegated, or modified by this Agreement are recognized by the FPA as being retained by the District, including the rights to make final decisions on policies.

3400 Successors and Assigns:

This Agreement shall be binding upon the successors and assignees of the parties hereto until its expiration. The terms and conditions may be changed only by mutual agreement between FPA and the Board.

3500 No Strike Clause:

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

4000 WORKING CONDITIONS

4100 Work Day Calendar:

The Board adopts the school-term calendar. The Superintendent will establish the contract year calendar for all principals. The District recognizes the many hours that principals devote to their responsibilities. Therefore, when it is necessary to inservice or train principals, every effort will be made to utilize time periods before and after the school year and within the principals' contract year on days when students are not present in the buildings. Evening or weekend meetings will be scheduled by the District only under special circumstances, as determined by the District after discussions with the FPA.

4200 Personnel File:

1. The personnel file at the Administrative Center of the District shall be the only official depository of information relating to the principal's employment. All materials in the permanent personnel file shall be made available for review to the principal at his/her request, and requests to attach responses to such material shall not be denied. File review will be in the presence of the Executive Director of Human Resources. A principal may request a copy of any material in his/her file.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the principal's personnel file. All documents, communications, and records dealing with a principal's termination or non retention shall be removed from the principal's personnel file if the principal is absolved and reinstated. 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.
3. The principal will be made aware of any evaluative information placed in the file and may sign the document. The principal's refusal to sign the document does not preclude the placement of it in the file. Any evaluative information proven to be untrue through the grievance procedure shall be removed from the personnel file and destroyed.
4. A principal may request that documentation reflecting a state or national award pertaining to his/her professional activities be inserted in his/her personnel file.
5. Medical/personal data files are permanent records of the District maintained for all active employees. Principals may have access to all documents within their own file and can request copies; however, supervisors and hiring managers do not have access to these files.

4300 Personnel Complaints:

Complaints about a principal or regarding a building issue received by the principal's supervisor will be referred or forwarded to the principal within five (5) work days.

Nothing in this article precludes the right or need of the principal's supervisor to be responsive to parents or community members. The provision is intended to ensure that any principal who is the

subject of a complaint receives the opportunity to address and attempt to resolve issues at the lowest administrative level. Principals will be provided a reasonable opportunity to give relevant background information before administrative action in response to a complaint is finalized.

4400 Pupil Assignment:

Each principal shall determine each pupil's grade level, class assignment, promotion, and/or retention within his/her building, consistent with Board policies and administrative regulations. Team decisions regarding access to special services or programs will include input from the principal.

4500 Staff Selection and Assignment:

In collaboration with the Superintendent, each building principal will recommend each staff member's assignment to his/her building and shall make the determination regarding each staff member's assignment within the building, consistent with the Agreements between the District and FEA or ESSA. If the principal is not on contract, reasonable effort will be made to contact the principal prior to assignments and hiring decisions.

4600 Vacancies and Voluntary Transfers:

All permanent principal positions for the ensuing school year that become vacant and all new permanent principal positions will be posted to FPA, and may be posted outside the district at the same time. Any qualified current principal will be interviewed by the screening committee and will be forwarded to the Superintendent for final interviews. If the Superintendent denies a principal's request for transfer, the Superintendent will inform the principal of the reasons for his/her non-selection. The principal may have an FPA representative at the meeting. If a principal applies for more than one (1) transfer in the same calendar year, the Superintendent may choose to interview the applicant one (1) time, unless the applicant can show reason why he/she should be interviewed again.

"Qualified" as used herein, means possessing a proper certification, meeting any applicable legal requirements, and having adequate professional preparation for the position to be filled. The above procedure will be adhered to unless there are extenuating circumstances. Extenuating circumstances will be determined by mutual agreement between the FPA and the District. In the event of extenuating circumstances, the District and FPA will actively pursue options to provide a satisfactory alternative acceptable to both parties.

When a principal position is designated as "interim" rather than "permanent", the Superintendent will notify the members of the FPA bargaining unit and request that any principal, who would like to be considered for appointment to the interim position, notify the Superintendent within five (5) workdays. The selection of an interim principal shall be at the sole discretion of the Superintendent.

4700 District-Initiated Transfer:

1. The Superintendent reserves the right to transfer principals at any time during the school year when the needs of the District require.
2. The District shall notify a principal of any change in his/her anticipated assignment for the upcoming school year prior to March 15 or, if there are extenuating circumstances, as soon as possible thereafter.

4750 Tenure

Principals receive tenure provided they hold and maintain a Type A certificate and meet the requirements of AS 14.20.150 and 4 AAC12.900. (c) 2. (A.). Once tenure is attained, either as a principal or as a teacher, that tenure shall be retained as long as a Type A certificate is held. If a principal is reassigned to a teaching position, placement on the teacher salary schedule will be in accord with the FEA Agreement. Seniority accrued as a teacher in this district will be retained, but will not continue to accrue, while working as a principal.

4800 Evaluation:

Principals may be evaluated in accordance with district evaluation procedures adopted by the Board. Evaluation must be based on observation of the principal in the principal's building.

When a principal's formal evaluation reflects performance deficiencies, the Superintendent will provide specific guidance to the principal regarding the District's concerns and the areas in which improvement is needed. The principal may have an FPA representative at any meeting held to discuss such issues. The Superintendent, after consulting with the principal and the FPA, will determine the length of time that is reasonable and necessary for the principal to correct the concerns or performance deficiencies. A Plan of Improvement with a timeline for regular feedback and the final evaluation will be implemented. If the principal fails to make the needed changes within the established time frame, the Superintendent will hold a conference with the principal and issue a written notification of transfer, dismissal, or non-retention.

4900 Employee Discipline:

1. Without limiting the District's right to impose an appropriate level of discipline, including dismissal, when the seriousness of the offense warrants, the District recognizes the principles of progressive discipline. Dismissal or non-retention of a principal shall be in compliance with applicable statutes. No principal will be formally disciplined without just cause.
2. A principal must be apprised of his/her right to request the presence of an FPA representative when he/she is being formally disciplined for any infraction of rules or delinquency in professional performance. Principals shall not be disciplined in the presence of staff, parents, students, or the public. Any written complaint not shared with a principal within ten (10) work days after it is received by a supervisor, exclusive of any absences by the principal or supervisor, shall not be allowed as evidence in any disciplinary action against the principal.
3. Formal discipline is defined as a written letter in the principal's personnel file or a letter in the principal's personnel file; and a temporary suspension from duties without pay, or non-retention or termination.
4. Informal discipline is defined as an oral or written warning in the principal's file maintained by the principal's supervisor.

5000 BENEFITS

5100 Holidays:

Principals shall be granted the same paid holidays as granted regular teachers in the approved school calendar, as well as any other recognized holidays observed by the District falling within their contract year period.

5200 Mileage Reimbursement:

The use of personally-owned vehicles for authorized business shall be reimbursed at the federal rate or thirty-five cents (35¢) per mile, whichever is greater. Should the Board increase the mileage reimbursement for any employee group during the term of this Agreement, the reimbursement rate will also be increased for principals. Written requests for mileage reimbursement must be received by the District's Business Office 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 receipt of voucher.

5300 Professional Development Plan:

In order to promote the professional development of principals and ensure the opportunity to maintain skills, the District and the FPA agree to the establishment of a Professional Development Program.

In accordance with the procedures jointly established by the District and the FPA, all principals shall prepare professional development plans by September 15 each school year, or if hired after September 15, sixty (60) days after date of hire, for implementation and completion during the school year.

Such plans will outline activities which shall require approximately forty-five (45) hours to complete which may include portions of the contract year work days as appropriate.

No principal shall receive reimbursement from the professional development fund (Section 5400) unless his/her professional development plan has been received and approved by the Superintendent.

5400 Professional Development Fund:

The District will provide a professional development fund for principals. The fund will contain sixty thousand dollars (\$60,000) each year. In all cases, a principal shall apply to the Superintendent to use the fund using a District-developed approval form. The Superintendent shall have the authority to grant or deny any request; however, approval shall not be unreasonably withheld provided the request advances the goals or requirements of an approved professional development plan. Money in the fund cannot be diverted to other use, nor can it be used for equipment purchases. A principal may carry over professional development funds into the next fiscal year to apply the money toward the expenses of attending a professional development conference in the upcoming year. A principal's request for the carry over of professional development funds must be received no later than the last day of school. A principal may only accumulate professional development amounts for two (2) years. Unused funds of individual principals will remain in the professional development fund. At the end of each fiscal year, upon request and the submission of receipts by the individual principal, the FPA executive board will be permitted to reimburse the principal for excess professional development expenses. At no time will the professional development fund exceed one hundred thousand dollars (\$100,000).

5500 Principal Dependents and School Selection:

A principal may elect to have his/her dependents attend the school where the principal is assigned to work.

Principals recognize the responsibilities incumbent upon them when their own dependents attend the school in which they work. Principals may seek assistance from other district personnel when cases arise involving their dependents that may be perceived as a conflict of interest.

6000 LEAVES

6100 Annual Leave:

Principals shall be granted five (5) days annual leave per contract year accrued to a maximum of twenty-five (25) days. The use of annual leave requires the prior approval of the principal's supervisor. No more than five (5) days of annual leave may be used in any one (1) school year. At the end of each year, the principal may cash out annual leave at the principal's per diem salary rate provided five (5) days remain in the principal's account after the cash-out. All of the principal's unused annual leave shall be payable at the principal's per diem salary rate upon resignation or retirement.

In extenuating circumstances, a principal may request the use of more than five (5) days to be approved or denied at the discretion of the Superintendent. A principal must notify the District's Accounting Office in writing by May 1 of his/her desire to cash out annual leave.

6200 Sick Leave:

1. All principals shall be entitled to one and one-third ($1\frac{1}{3}$) days sick leave per month and each major portion per month worked, accruable without limit.
2. The District may require that the principal provide, at his/her expense, a licensed health care provider's statement setting forth the date on which an absence due to illness or disability will commence or has commenced and the expected length of the absence, consistent with provisions of the Family Medical Leave Act (FMLA). In the case of a medically related absence due to pregnancy, it is expected that a principal will comply with this section by providing notice to the District at least one (1) month before the expected date of birth.
3. Principals shall be granted a maximum of thirty (30) days of sick leave per school year when a member of the principal's immediate family is ill and the principal's presence is required. Within the first thirty (30) days of an adoption, a principal on child care leave may take sick leave if the adopted child is ill and the principal's presence is required. Sick leave for the adoptive parent on child care leave may not extend beyond the initial thirty (30) day period following adoption. Immediate family illness and sick leave for an adopted child under this paragraph may not exceed a total of thirty (30) days.
4. If the District has cause to suspect sick leave abuse, or if the District wants to verify that a principal is sufficiently well to perform his or her duties, the District may require a licensed health care provider's statement, e.g., when sick leave is used in conjunction with weekends or vacation periods or during parent-teacher conferences. In accordance with 4 AAC 15.040, a false statement regarding sick leave is sufficient grounds for cancellation of a principal's contract and recommendation for revocation of his/her certificate.

6300 Sick Leave Bank:

There is hereby created a FPA Sick Leave Bank which shall be administered by a Sick Leave Bank Committee. The committee shall consist of four (4) members, two (2) from the FPA and two (2) selected by the Superintendent. Approval or denial for leave by the committee shall be final.

1. A principal shall be eligible to become a member of the Sick Leave Bank upon employment with the District.
2. A principal who wishes to join the Sick Leave Bank must make a donation of at least one (1) day and not more than five (5) days of sick leave to the Sick Leave Bank. Principals who participate in the Bank may transfer up to five (5) days annually thereafter. All leave transferred to the Bank is final. Submission of the paperwork confirming the donation must occur by September 30, or within the first thirty (30) days following a principal's hire in the FPA bargaining unit, whichever is later. Membership in the Sick Leave Bank will be effective upon the transfer of sick leave from the principal's sick leave account into the Bank.
3. A contributing member will be permitted to draw not more than twice the number of days of sick leave the member has accumulated on July 1 of each year, or twenty-four (24) days, whichever is greater, to a maximum of sixty (60) days in any one (1) school year from the Bank, or not more than a total of one hundred eighty (180) days during his/her entire employment with the District. Any member of the Bank who has received a Sick Leave Bank grant of twenty-four (24) days or more in any school year must make a subsequent contribution to the Sick Leave Bank of at least two (2) days before he/she will be eligible to receive another grant.
4. In cases of severe illness or extreme hardship, a member may be granted additional days in accordance with AS 14.14.105. In unique situations, members may donate blocks of time to any designated member of the bargaining unit with the consent of the Sick Leave Bank Committee. In the event that all such days specifically donated are not needed, they will be remitted to the respective donor(s).
5. Only Sick Leave Bank members may withdraw from the Bank. Requests for withdrawal from the Bank may be approved by the committee when the following conditions have been satisfied:
 - a. When all of the principal's accrued sick leave has been exhausted;
 - b. When the principal has been on annual leave or, if annual leave has been exhausted, leave without pay for at least five (5) work days; and
 - c. When a doctor's certificate is presented, verifying the principal's need for leave.
6. The principal whose application has been approved by the committee will be reimbursed for any of the days of leave without pay and these days will be charged against the amount authorized from the Sick Leave Bank.
7. Each principal retiring or resigning may contribute five (5) days of his/her unused sick leave to the Sick Leave Bank.
8. The sick leave days donated to the Bank shall be cumulative from year to year.
9. A request for contributions may be held upon approval of the committee.

6400 Disability Leave:

1. Upon recommendation of the principal's physician, an unpaid leave of absence shall be granted for up to one (1) school year, plus any unfinished school year. The request for leave shall be in writing and be accompanied by a physician's statement setting forth the specific illness or disability, the date the principal's disability commenced or will

commence, and the expected length of the absence. Prior to the commencement of a disability leave a principal's sick leave benefits under this contract must have been exhausted. If the principal has already been on leave without pay status due to this same disability before making the request for leave, the disability leave will commence on the date the principal went into leave without pay status.

2. Within thirty (30) days after the District receives written verification from the principal's physician that he/she has recovered from his/her disability, the principal shall be returned to his/her former position provided that at least two (2) months remain in the school year and the District was able to fill the vacancy with an interim principal during the period of disability leave. Upon the principal's return to his/her position, the interim principal will be placed in an administrative or non-administrative position for which the Superintendent determines he/she is qualified. If less than two (2) months remain in the school year when a principal on disability leave receives a doctor's release to resume work duties, the principal shall be placed in an administrative position determined by the Superintendent.

6500 Emergency Leave:

Principals 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 a principal, upon request, in the case of the death of a person not defined as extended family.

Principals shall be granted 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 principal, as certified by the attending physician.

Principals 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.

6600 Sabbatical Leave:

Sabbatical leave requests must be submitted to the District Human Resources Department by February 1 prior to the school year for which the leave is requested. Requests will be reviewed by a sabbatical leave committee composed of FPA representatives and Administrative Center administrators. A sabbatical leave will be granted only if recommended by the committee and approved by the Superintendent. All sabbatical leave recipients shall be paid by the District one-half (½) of their regularly scheduled salary during the term of such leave.

Upon return from sabbatical leave the principal will advance on the salary schedule as if he/she had been performing his/her administrative duties during the sabbatical year.

During the sabbatical year the principal shall receive:

1. Seniority accrual as if on active status.
2. Full health insurance coverage pursuant to Article 7100.
3. The District will pay the principal's TRS contribution based upon the salary paid during the sabbatical year in accordance with AS 14.20.330 (c).

The principal shall retain sick leave and annual leave accumulated prior to his/her sabbatical, but shall not accrue sick leave or annual leave while on sabbatical.

In the case of sabbatical leaves, the principal must return to duty no later than the start of the semester following completion of the sabbatical year and must fulfill at least one (1) year of duty thereafter or be subject to repayment of sabbatical leave funds. Upon returning from sabbatical leave, a principal will return to his/her previous position.

6700 Other Leaves:

Each principal shall be eligible to apply for legal leave, military leave, or other paid or unpaid leaves of absence not referenced in this Agreement. The above mentioned leaves are subject to the approval of the Superintendent. Applications for leaves under this provision must be received according to the provisions of this Agreement or by the Superintendent prior to March 1 of the year preceding the year in which the leave is to be taken.

When a principal is subpoenaed by a court or administrative agency outside the contract year to testify as a witness as a result of administrative duties and responsibilities, the principal will receive full compensation at his/her contracted per diem rate. A principal will be paid a minimum of three and a half (3½) hours for time served that is less than one half (½) day. Any witness fees received will be remitted to the District.

6800 General Provisions for Unpaid Leaves:

1. Unpaid leave status must be approved in advance by the principal's supervisor. Unpaid leave for personal reasons will not be approved unless the principal has exhausted all paid annual leave.
2. Unpaid leaves shall be without pay or fringe benefits, but a principal shall be allowed to purchase his/her own health insurance to the extent allowed by the District's carrier. In accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA), health insurance will continue to be paid by the District during the first twelve (12) weeks of said leave.
3. Seniority will accrue as if the principal were on active status.
4. Salary increments accrue only in accordance with 4 AAC 15.020 and sick leave will accrue only in accordance with 4 AAC 15.040 (1).
5. If an unpaid leave of absence is thirty (30) work days or fewer during the school year, the principal shall return to work on the first work day following the expiration date of the leave to the position he/she held prior to the commencement of the leave.
6. If an unpaid leave of absence is more than thirty (30) work days, or if the principal's absence extends into two (2) school years, then the following return provisions shall apply:
 - a. The principal shall notify the District in writing by March 15 of the prior school year if he/she intends to return to active employment with the District on the first workday of the following year. Said notice will be sent by certified mail, return receipt, to the Superintendent. Failure to give notice as specified above shall act as a voluntary resignation.
 - b. The Superintendent shall notify the principal returning from leave, as specified above, of his/her assignment by June 15. Said notice shall include the date on which

the principal is to report to work. The assignment may be to an administrative position or to a teaching position at the sole option and in the sole discretion of the Superintendent.

7000 INSURANCE, PHYSICAL EXAMINATIONS, AND SAFETY PROVISIONS

7100 Health Insurance:

Subject to any changes which may be implemented by the Joint Committee, as defined herein, the District agrees to provide the health insurance coverage in effect July 2007 for each employee and dependents beginning the first day of the month following employment and continuing until employment termination. It is further agreed that the same coverage will be extended until August 31 for any terminating principal who holds and completes a full year contract.

Terminating principals or reemployed principals 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 at his/her own expense during a long-term leave of absence. Nothing in this provision is intended to supersede provisions of the Family and Medical Leave Act of 1993 (FMLA) as it applies to the Fairbanks North Star Borough School District.

A Joint Committee on Health Benefits 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 committee will conduct a formal vote on any proposed changes in benefits. 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 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 program, 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;
- b. alter the administration or management of health care benefits and life insurance benefits;
- c. result in a cost increase to the District of more than five percent (5%) over the negotiated per month per employee figure; or
- d. be detrimental to the financial interests of the District, as determined by the Superintendent.

The Joint Committee shall be subject to the further limitation that for the 2007-2008 school year, the District agrees to pay up to five hundred sixty dollars (\$560) per month per employee. The District agrees to pay five hundred sixty dollars (\$560) per month per employee for health care benefits and life insurance benefits throughout the 2008-09 and 2009-10 school years unless a greater amount goes into effect with employees represented by the Fairbanks Education Association (FEA). If a greater cap goes into effect with employees represented by the FEA, that same amount shall go into effect for FPA employees on the same date. The negotiated cap of a prior year will be used to determine the insurance deduction for the following year, i.e., the 2006-

07 negotiated cap of five hundred fifty dollars (\$550) will be implemented to calculate the amount of the deduction to be used in the 2007-08 school year. Should the average monthly rate per employee exceed the monthly cap for a July to June twelve (12) month period, the additional cost shall be borne equally between the employee and the District.

Health care 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, independent medical examinations, health program audit rewards, Tanana Valley PA Clinic costs, COBRA premium receipts, refunds, consultant fees, life and accidental death insurance premiums, and any added costs resulting from changes in the administration of the health and life insurance program agreed to by the parties during the term of the collective bargaining agreement or due to any requirement imposed by state or federal law. For purposes of calculating costs above the monthly cap, the employee monthly rate shall be determined by a three (3) year average of actual expenses reported to the plan administrator, Welfare and Pension Administration Service, Inc. or its successor.

If necessary, payment of the employee's share of costs exceeding the cap shall begin in January following the year for which payments are due. Any amounts due shall be deducted in equal installments during the months January through December during the school year from all employees eligible for health benefits.

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 initial plan design. Administrative leave will be provided for all participants. Should health care costs for the District remain below the monthly cap for a July to June twelve (12) month period, any such savings shall be applied as the Joint Committee may determine to offset future year expenses and/or provide additional benefits.

The District shall provide each employee with a copy of the Summary Plan Description for health care benefits and shall inform employees of any changes in benefits.

7200 Life Insurance:

The District shall provide group life insurance for each full-time principal in an amount equal to the principal's annual salary rounded up to the nearest thousand. The policy shall include a double indemnity provision.

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

7300 Physical Exam:

The District shall cover costs of physical examinations required as a condition of employment and that are identified by the District's approved "Physical Examination Record" form. Principals 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 principal's medical file. The principal's exam form shall be kept on file at the doctor's office.

7400 Errors and Omissions Insurance:

The District shall purchase professional errors and omissions insurance covering all members of the FPA bargaining unit. Cost for this coverage shall be borne fully by the District. The District

shall, through the risk management department, arrange for this coverage to be in force for the life of this Agreement. The District will provide annual notification to each principal summarizing the policy carrier and coverage limits. The notice shall contain specific reference to any material changes in carrier or coverage from the previous year.

In accordance with AS 14.12.115 and Board policy, principals are protected from liability suits in connection with their jobs.

7500 Vandalism and Personal Property Damage:

Upon request and after the approval of the Superintendent, reasonable costs for job-related vandalism to a principal's personal property shall be reimbursed by the District.

7600 Safety in Schools:

Safety in school is an issue of growing significance and concern among school boards, parents, teachers, students, and principals. The Board shall establish and adhere to a consistent policy against violence in its schools.

Principals, with support from the District, shall help develop and maintain emergency plans for protecting themselves, staff, and students from physical harm in any dangerous situation. The District shall provide support for principals in the event they are threatened or assaulted in the course of, or as a result of, carrying out their assigned duties.

Principals shall not be responsible for security checks or alarms after school hours. In situations of major damage, the principal shall be immediately notified.

7700 Hazardous and Unsafe Conditions:

No principal shall be required to search for a bomb or any other destructive device.

Pursuant to applicable state and federal law and regulations, the District shall cause reports of unsafe and hazardous conditions to be investigated and will work with appropriate borough employees to inform principals of the results of environmental testing concerning district facilities.

If the District requests that a principal administer medicine or provide any health or medical services, the District will provide any necessary training.

7800 Work-Related Injuries:

A principal who has suffered assault in connection with employment will report the episode in writing to his/her immediate supervisor as soon as possible.

Whenever a principal is temporarily absent from school and temporarily unable to perform his/her duties as a result of an assault incurred in the scope and course of employment, the principal will be paid full salary less the amount of any workers' compensation payments or payments made for temporary disability. The District's payments will continue for a period equivalent to that of a full contract year beginning on the date of the injury. Such temporary absence will not be counted against accrued sick leave.

To determine the length of time during which a principal 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 a principal 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.

7900 Workers' Compensation:

The District shall provide workers' compensation benefits prescribed by statute to a principal 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 principal qualifies for workers' compensation. For the first sixty (60) days after a principal begins receiving workers' compensation benefits, the principal shall be permitted to use sick or annual leave, if sufficient leave has been accrued, for up to twenty percent (20%) of the principal's guaranteed hours per pay period. In no case shall a principal be entitled to receive an amount that exceeds his/her normal gross pay. The length of time a principal is in a leave-without-pay status due to the specific disability shall be up to one (1) school year, plus any unfinished school year. Should the disability continue beyond this time, the principal may, as determined by the District and consistent with applicable law, be non-retained or dismissed.

8000 SALARY

8100 Principal Salary Schedule 2007-08 :

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10
A	198	Assistant Principal <i>Elementary Level</i>	64,362	66,185	68,009	69,828	71,651	73,475	75,296	77,118	78,939	80,754	82,407
B	203	Assistant Principal <i>Middle Level</i>	68,202	70,134	72,066	73,995	75,926	77,859	79,790	81,719	83,649	85,573	87,324
C	203	Assistant Principal <i>High Level</i> and Dean of Students	70,901	72,908	74,914	76,922	78,924	80,933	82,937	84,946	86,951	88,949	90,700
D	198	Principal <i>Elementary Level</i>	71,187	73,203	75,217	77,233	79,243	81,260	83,273	85,289	87,301	89,309	91,018
E	203	Principal <i>Middle Level</i>	72,985	75,052	77,116	79,183	81,244	83,312	85,376	87,443	89,506	91,564	93,316
F	213	Principal <i>High Level</i>	78,767	80,994	83,225	85,451	87,679	89,908	92,133	94,364	96,591	98,813	100,564

R-Step = \$5,000 in addition to the appropriate placement on the above schedule (see Section 8200.6).

Principal Salary Schedule 2008-09:

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10
A	198	Assistant Principal <i>Elementary Level</i>	65,971	67,840	69,709	71,574	73,442	75,312	77,178	79,046	80,912	82,773	84,467
B	203	Assistant Principal <i>Middle Level</i>	69,907	71,887	73,868	75,845	77,824	79,805	81,785	83,762	85,740	87,712	89,507
C	203	Assistant Principal <i>High Level</i> and Dean of Students	72,674	74,731	76,787	78,845	80,897	82,956	85,010	87,070	89,125	91,173	92,968
D	198	Principal <i>Elementary Level</i>	72,967	75,034	77,097	79,163	81,224	83,291	85,355	87,421	89,484	91,541	93,293
E	203	Principal <i>Middle Level</i>	74,810	76,928	79,044	81,163	83,275	85,395	87,510	89,629	91,744	93,853	95,649
F	213	Principal <i>High Level</i>	80,736	83,019	85,306	87,587	89,871	92,156	94,436	96,723	99,006	101,283	103,078

R-Step = \$5,000 in addition to the appropriate placement on the above schedule (see Section 8200.6).

Principal Salary Schedule 2009-10:

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10
A	198	Assistant Principal <i>Elementary Level</i>	67,620	69,536	71,452	73,363	75,278	77,195	79,107	81,022	82,935	84,842	86,579
B	203	Assistant Principal <i>Middle Level</i>	71,655	73,684	75,715	77,741	79,770	81,800	83,830	85,856	87,884	89,905	91,745
C	203	Assistant Principal <i>High Level</i> and Dean of Students	74,491	76,599	78,707	80,816	82,919	85,030	87,135	89,247	91,353	93,452	95,292
D	198	Principal <i>Elementary Level</i>	74,791	76,910	79,024	81,142	83,255	85,373	87,489	89,607	91,721	93,830	95,625
E	203	Principal <i>Middle Level</i>	76,680	78,851	81,020	83,192	85,357	87,530	89,698	91,870	94,038	96,199	98,040
F	213	Principal <i>High Level</i>	82,754	85,094	87,439	89,777	92,118	94,460	96,797	99,141	101,481	103,815	105,655

R-Step = \$5,000 in addition to the appropriate placement on the above schedule (see Section 8200.6).

8200 Salary Schedule Conditions:

1. Experience as a certified principal will be counted year for year for placement on the salary schedule. Notwithstanding any language in this Agreement to the contrary, no step increase shall be given for school terms 1992-93 and 1993-94. In 1999-2000, the salary schedule was revised and renumbered; step movement occurred although step numbers of individual employees remained the same. In 2005-2006, the salary schedule was revised and renumbered which resulted in the equivalent of a step movement for all eligible employees. In addition, eligible employees advanced one step on the salary schedule.
2. Compensation for contract extensions and duties performed when school is not in session shall be calculated and paid at the per diem rate.
3. The per diem rate shall be determined by dividing the annual salary by contracted days, including paid holidays, as determined by the approved calendar.

4. Each four (4) years of experience, up to a maximum of twelve (12) years, as a certified teacher in the Fairbanks North Star Borough School District shall count as one (1) year of experience for placement on the salary schedule. Successful completion of the Fairbanks North Star Borough School District administrative intern program will be credited as one (1) year of administrative experience, provided that the internship occurred within five (5) years prior to the employee's selection as a principal. These provisions shall only apply in placing newly hired principals and shall not affect the placement of any existing bargaining unit member.
5. The District will pay a one-time payment of one thousand seven hundred dollars (\$1,700) to each principal ineligible for step movement (i.e., placed at the final step on each range) in the 2007-08 school year, in the 2008-09 school year, and in the 2009-10 school year. To be eligible for the 2007-08 payment, the principal must have been employed on a regular continuing contract during the 2006-07 school year. To be eligible for the 2008-09 payment, the principal must have been employed on a regular continuing contract during the 2007-08 contract year. To be eligible for the 2009-10 payment, the principal must have been employed on a regular continuing contract during the 2008-09 contract year.
6. Principals who wish to be placed on the R-step (retirement step) on the salary schedule will submit, on or before February 1, an irrevocable notice of retirement effective at the end of that school year.

DEFINITIONS

1. "Appointment" is placement by the Superintendent in a position.
2. "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.
3. "Board" is the Fairbanks North Star Borough Board of Education.
4. "Day" is any contracted time, excluding Sundays and holidays.
5. "District" is the Fairbanks North Star Borough School District or Board of Education as used herein.
6. "Extended family" is defined as the principal'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.
7. "FPA" is the Fairbanks Principals' Association, the bargaining unit for all principals.
8. "Grievant" is the principal having a grievance, except that the FPA may be a grievant when a grievance pertains to rights possessed by the FPA per se, rather than by individual principals or a group thereof.
9. "Immediate family" is defined as the principal'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.
10. "Principal" refers to a person occupying an FPA bargaining unit position, which includes, but is not limited to the following: principal, assistant principal, or dean of students.
11. "Promotion" is a vertical movement in position within the FPA bargaining unit.
12. "Superintendent" is the Superintendent of Schools or his/her designee.
13. "Transfer" is a change of position within the FPA bargaining unit.
14. "Unit" is an individual school or other assigned duty station.

LETTER OF UNDERSTANDING

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

FAIRBANKS PRINCIPALS' ASSOCIATION

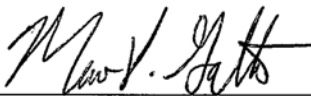
CONSTRUCTION AND RENOVATION PROJECTS

The District and the FPA will meet with any principal who will be designated by the District as its representative to participate on construction and renovation projects.

Guidelines and expectations will be established addressing the principal's responsibilities and hours to be worked related to the construction or renovation project. A written agreement will be prepared summarizing the expectations and hours. Should this agreement need to be modified during the project, the principal and the FPA will promptly ask the District to review the reasons supporting their request.


Fairbanks North Star Borough School District

8/3/07
Date


Fairbanks Principals' Association

7/23/07
Date

LETTER OF UNDERSTANDING

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

FAIRBANKS PRINCIPALS' ASSOCIATION

PRINCIPAL BUILDING FILES

It is understood that principals may have building files separate from Human Resources' personnel files. Principals keep in these files documentation and performance information that may be used in the evaluation process. A typical building file includes (but is not limited to) some of the following:

1. Observation notes from formal and informal observations
2. Parent, staff and student feedback re: the employee's job performance
3. Conferencing documentation (notes of meetings)
4. Areas of discipline that would not warrant placement in H.R.'s personnel file (e.g. letters documenting verbal conversations)

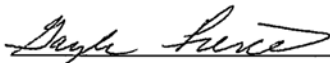
Building files are a collection point of conversations, observations, letters and notes which help in the evaluation process. Personnel files in Human Resources are the collection point of formal evaluations, letters of warning and reprimand, plans of improvement and certificates.

It is understood that when teachers transfer into the building, receiving principals have the right to ask previous administrators for information in their building files. This will also apply when a person is taking an SAS, MOA, or other temporary assignment.

The supervising principal is the custodian of an employee's building file. Building files of classified employees will be purged of derogatory material subsequent to three (3) annual evaluations that have an overall Meet Standards rating. Building files of certificated employees will be purged of derogatory material subsequent to five years of annual evaluations with an overall Meet Standards rating. Removal will occur at the employee's request once the conditions for removal have been met.

Building files may be reviewed by employees upon request and reasonable notice. A building file will be purged five years after an employee resigns or retires.

It is understood that a principal's "working papers" are separate from the building file. Working papers may contain investigatory notes related to a specific concern about an employee's conduct or performance. Working papers are not subject to review by the employee. Working papers will be purged when all administrative and/or contractual procedures related to the concern have been exhausted.



8/28/07

Fairbanks North Star Borough School District



8/28/07

Fairbanks Principals' Association

LETTER OF UNDERSTANDING

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

FAIRBANKS PRINCIPALS' ASSOCIATION

PROFESSIONAL DUES

The District agrees to continue its past practice of paying principals' professional dues to state and national principals' associations.

Unless an exemption is agreed upon regarding this provision for a charter school by the Board and the FPA, the professional dues of a principal working for a charter school will also be paid by the District. All amounts for salaries and benefits of charter school principals, including professional dues, shall then be charged to the charter school.


Fairbanks North Star Borough School District 8/3/07
Date


Fairbanks Principals' Association 7/23/07
Date

LETTER OF UNDERSTANDING

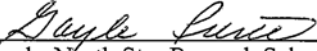
FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

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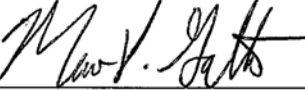
FAIRBANKS PRINCIPALS' ASSOCIATION

SUMMER WORK

Principals who perform work or attend training sessions will be paid their per diem salary for such work for hours worked outside of the contract period, provided the principal has submitted a written request for such work on a District form and has received prior approval for the request at least forty-eight (48) hours in advance of the time the requested work is scheduled to begin. The approval of requests to perform such work outside of the contract period is at the sole discretion of the principal's supervisor and is not subject to the grievance procedure.


Fairbanks North Star Borough School District

8/3/07
Date


Fairbanks Principals' Association

7/23/07
Date