

Negotiated Agreement

between

BOARD OF EDUCATION

**FAIRBANKS NORTH STAR
BOROUGH SCHOOL DISTRICT**

and

FAIRBANKS EDUCATION ASSOCIATION

July 1, 2016 - June 30, 2019

DRAFT

NEGOTIATED AGREEMENT

between

BOARD OF EDUCATION

FAIRBANKS NORTH STAR BOROUGH

SCHOOL DISTRICT

and

FAIRBANKS EDUCATION ASSOCIATION

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

BOARD OF EDUCATION

Heidi Haas, Board President

Date

Lisa Pearce, District Chief Negotiator

Date

FAIRBANKS EDUCATION ASSOCIATION

Nancy Duez, FEA President

Date

Tammy Smith, FEA Spokesperson

Date

Dave Cox, FEA Spokesperson

Date

DRAFT

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2016-2017 SALARY SCHEDULE						
STEP	B+0	B+18	M/B+36	M+18	M+36	M+Specified Certification
0	48,307.99	50,548.00	53,234.00	55,921.00	57,713.00	60,306.99
1	50,548.00	52,788.99	55,473.99	58,277.00	59,955.00	62,547.98
2	52,788.99	55,030.00	57,713.00	60,398.00	62,189.99	64,783.00
3	55,030.00	57,265.99	59,955.00	62,637.00	64,426.99	67,019.00
4	57,265.99	59,504.99	62,189.99	64,878.00	66,666.00	69,257.99
5	59,504.99	61,741.00	64,426.99	67,115.99	68,902.00	71,495.00
6	61,741.00	63,978.99	66,666.00	69,348.99	71,142.00	73,735.99
7	63,978.00	66,217.00	68,821.00	71,588.00	73,376.99	75,970.99
8		68,454.99	71,142.00	73,825.00	75,619.00	78,212.00
9		70,691.00	73,376.99	76,064.00	77,855.00	80,449.00
10		72,930.99	75,619.00	78,301.99	80,092.00	82,685.99
11			77,855.99	80,540.00	82,329.99	84,925.00
12			80,094.00	82,777.00	84,568.00	87,162.00
13			82,334.00*	85,015.99	86,806.99	89,398.99
14				87,256.00	89,045.00	91,638.00
15					91,282.00	93,875.99
16					93,521.99	96,116.01

*Master's degree only

Step movement on the salary schedule shall be limited to one (1) step per year.

2017-2018 SALARY SCHEDULE						
STEP	B+0	B+18	M/B+36	M+18	M+36	M+Specified Certification
0	48,791.06	51,053.49	53,766.35	56,480.22	58,290.13	60,910.07
1	51,053.49	53,316.89	56,028.74	58,859.76	60,554.55	63,173.46
2	53,316.89	55,580.31	58,290.13	61,001.98	62,811.90	65,430.82
3	55,580.31	57,838.65	60,554.55	63,263.38	65,071.27	67,689.18
4	57,838.65	60,100.05	62,811.90	65,526.78	67,332.67	69,950.56
5	60,100.05	62,358.41	65,071.27	67,787.15	69,591.03	72,209.95
6	62,358.41	64,618.78	67,332.67	70,042.49	71,853.42	74,473.36
7	64,617.78	66,879.18	69,509.22	72,303.89	74,110.77	76,730.70
8		69,139.55	71,853.42	74,563.24	76,375.18	78,994.13
9		71,397.91	74,110.77	76,824.64	78,633.56	81,253.48
10		73,660.30	76,375.18	79,085.00	80,892.91	83,512.85
11			78,634.55	81,345.41	83,153.30	85,774.25
12			80,894.94	83,604.78	85,413.68	88,033.62
13			83,157.35*	85,866.14	87,675.06	90,292.98
14				88,128.57	89,935.45	92,554.37
15					92,194.82	94,814.76
16					94,457.21	97,077.17

*Master's degree only

Step movement on the salary schedule shall be limited to one (1) step per year.

2018-2019 SALARY SCHEDULE						
STEP	B+0	B+18	M/B+36	M+18	M+36	M+Specified Certification
0	49,278.97	51,564.01	54,304.01	57,045.02	58,873.03	61,519.17
1	51,564.01	53,850.07	56,589.02	59,448.36	61,160.09	63,805.18
2	53,850.07	56,136.12	58,873.03	61,612.00	63,440.02	66,085.13
3	56,136.12	58,417.04	61,160.09	63,896.01	65,721.98	68,366.08
4	58,417.04	60,701.05	63,440.02	66,182.04	68,006.00	70,650.08
5	60,701.05	62,981.99	65,721.98	68,465.02	70,286.93	72,932.06
6	62,981.99	65,264.97	68,006.00	70,742.92	72,571.96	75,218.10
7	65,263.95	67,547.96	70,204.32	73,026.93	74,851.88	77,498.00
8		69,830.94	72,571.96	75,308.88	77,138.93	79,784.07
9		72,111.98	74,851.88	77,592.89	79,419.90	82,066.02
10		74,396.90	77,138.93	79,875.85	81,701.85	84,347.97
11			79,420.90	82,158.85	83,984.83	86,631.98
12			81,703.89	84,440.82	86,267.81	88,913.95
13			83,988.92*	86,724.79	88,551.80	91,195.90
14				89,009.85	90,834.80	93,479.91
15					93,116.77	95,762.91
16					95,401.77	98,047.93

*Master's degree only

Step movement on the salary schedule shall be limited to one (1) step per year.

- I. One (1) step for each year of public or nonpublic school experience is allowed, not to exceed six (6) steps on the B columns and eight (8) steps on the M columns. In order for experience credit to be granted the teacher must have held a valid teaching certificate and taught in a school that is approved or accredited.
- II. A bachelor's degree is the minimum training required for all new professional faculty with the exception of the vocational education teachers and non-degree JrROTC instructors.

Certified, enlisted, and officer JrROTC instructors shall be compensated consistent with the contractual agreement between the District and the federal government. JrROTC instructor positions are non-tenured teaching positions. JrROTC instructors are required to hold limited teaching certificates from the state of Alaska. Teaching salaries for JrROTC instructors shall

constitute compensation for all duties that they are required to perform in accordance with federal regulations and 4ROTCR PAM 145-24 concerning the JrROTC program.

- III. Advancement on the salary schedule for one (1) year of experience shall be computed on a minimum of one hundred forty (140) contracted days.
- IV. Teachers filling a position which requires a master's degree and a certification for a therapist or psychologist position will be placed on the M + Specified Certification column of the salary schedule at the time of hire. Should the teacher's assignment change to a position that does not require the specified certification, the teacher will be placed on the salary schedule consistent with the teacher's master's degree and experience with the District. Teachers holding a master's degree with National Board Certification shall be placed in this column. Teachers employed prior to July 1, 2008 with National Board Certification holding a bachelor's degree will continue to receive \$2,000 added to the teacher's annual salary. Teachers employed after June 30, 2008 with National Board Certification holding a bachelor's degree will be placed on the salary schedule in accordance with Article 102. Should a teacher be placed on the M+ Specified Certification column fail to renew his or her National Board Certification, the teacher will then be placed on the salary schedule consistent with the teacher's master's degree and experience with the District. Other specialty areas may be approved for placement on the M+ Specified Certification column, provided the certification is vetted by the Superintendent with a finding the requirements to attain the specialty certificate are comparable to attainment of the National Board Certification or of a therapist or school psychologist certification. The findings by the Superintendent are final and not subject to grievance by the employee or FEA. The requirement for a Master's Degree applies in order to be placed on the M+ Specified Certification column.
- V. A teacher may be reimbursed for moving expenses up to five thousand dollars (\$5,000) at the discretion of the Executive Director of Human Resources in accordance with federal and District guidelines.
- VI. A teacher who gives irrevocable written notice of retirement effective at the end of the school year to Human Resources on or before January 15 will receive a one-time payment of fifteen hundred dollars (\$1,500) in the final paycheck at the end of the year.

102 REQUIREMENTS FOR QUALIFYING FOR SALARY SCHEDULE RANGES ABOVE THE BACHELOR'S DEGREE

I. Bachelor's Degree +18:

Transcripts must be submitted showing a bachelor's conferred and eighteen (18) semester hours of credit earned subsequent to the granting of the bachelor's degree. All credits earned must be from an accredited college or university. At least six (6) of the eighteen (18) hours of credit must be graduate level, and up to six (6) hours may be nonacademic credit or PDUs earned subsequent to employment in the District and under the Board-approved regulations governing nonacademic credit. Credit applicable toward B+18 or B+36 must be in one (1) of the following and must be upper division:

- A. the teacher's major or minor field;
- B. in an education content or administrative area in a public school setting; or
- C. an area which furthers a District educational program in which the teacher is or will be participating. Upper division and graduate credits earned in religious education are acceptable only when an accredited college or university indicates that these hours are

acceptable toward a master's degree in education in which the employee is enrolled or some specific teaching areas.

D. Professional Development Units (PDUs)

1. Applications must be approved thirty (30) days prior to the beginning of any independent project or alternative study proposed by a teacher. The applicant must give a description of the project outline or alternative study requirements, the objectives, and estimate of the time involved along with the number of PDUs requested.
2. Applications to earn PDUs must be approved by the Superintendent whose decision will be final.
3. The project or alternative study must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the District with usable teaching products to become the property of the District.
4. PDUs will be granted upon completion of the project or alternative study and approved by the Superintendent whose decision will be final. Maximum credit for independent PDU credits for salary purposes is three (3) PDU credits for salary purposes per project.

The Human Resources Department reviews credit submitted for credit advancement. Only credit meeting the above criteria will be approved. Credit not meeting the criteria will be denied for advancement on the salary schedule.

II. Bachelor's Degree +36:

Same as paragraph I above except that at least twelve (12) of the thirty-six (36) semester hours must be graduate level and up to twelve (12) hours of nonacademic credit or PDUs may be accepted.

III. Master's Degree:

Official transcripts must be submitted showing the actual granting of the degree or transcripts indicating that the requirements have been met and the degree will be granted on a certain date. Master's degrees other than in the field of education are accepted only if approved by the Alaska Department of Education and Early Development (DEED) for certification purposes.

IV. Master's Degree +18:

Transcripts must be filed showing a master's degree conferred and eighteen (18) semester hours subsequently earned. At least six (6) credits of the eighteen (18) hours must be graduate level and up to six (6) hours may be nonacademic credit or PDUs earned subsequent to employment in the District and under the Board-approved regulations governing nonacademic credit. Credit applicable toward M+18 must be in one (1) of the following and must be upper division:

- A. the teacher's major or minor field; or
- B. in an education content or administrative area in a public school setting; or

- C. an area which furthers a District educational program in which the teacher is or will be participating. Upper division and graduate credits earned in religious education are acceptable only when an accredited college or university indicates that these hours are acceptable toward a graduate degree in education or in a specific teaching area.

The Human Resources Department reviews credit submitted for credit advancement. Only credit meeting the above criteria will be approved. Credit not meeting the criteria will be denied for advancement on the salary schedule.

- V. Master's Degree +36:

Same as paragraph IV above except at least twelve (12) credits must be graduate level. Up to twelve (12) hours nonacademic credit or PDUs may be allowed.

- VI. Teachers, social workers, or other positions not requiring a Type A certification shall receive one (1) step of credit on the salary schedule for every two (2) recognized years of business or specialty area experience accumulated within the past five (5) years or experience contiguous to such experience and meeting the standards established by the DEED for specialty area certification. In no case can the business or specialty area experience brought into the District exceed eight (8) steps in accordance with paragraph I of Article 101.

- VII. Certificated, non-degreed, vocational education teachers shall be placed on the B column. Certificated non-degreed vocational education teachers shall move across the salary schedule upon the accumulation of the appropriate number of credits in a degree program approved by the Superintendent. This progress may proceed to the B+36 column at which time the teacher must have a BS degree for further advancement.

- VIII. Placement on the salary schedule will be determined by the Human Resources Department at the time of issuance of actual contracts.

Teachers requesting a change in placement on the salary schedule on a basis of additional credits earned before the first day of the semester shall furnish the Human Resources Department a completed Request for Salary Change form and official transcripts not later than forty-five (45) days after the start of the new semester so that contract addendums may be prepared. If a teacher is unable to comply with these time deadlines through no fault of his/her own, the date shall be extended. Requests for transcripts must be made promptly and in no event no later than ten (10) calendar days following the completion of the courses. Teachers who receive a second semester change in salary on the basis of additional credits earned shall receive one-half (1/2) of the increase given for a full school term. An adjustment may be made in salary placement to correct an error in training and/or experience records. Adjustments shall be retroactive to the beginning of the current year's contract. It is the obligation of the teacher to provide up-to-date transcripts and verification of experience to the Human Resources Department. Verification of experience must be received by the Human Resources Department within six (6) weeks of the date the teacher was originally hired by the District.

103 MILEAGE REIMBURSEMENT

The use of personally-owned vehicles for authorized business shall be reimbursed at the federal rate. 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 teachers. Written requests for mileage reimbursement must be received by the District's Payroll 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 the request.

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 article. No reimbursement will be made for travel from the last duty station of the work day.

104 DUES DEDUCTION

Each year a list of dues deductions for all employees must be submitted electronically by the Association to the Payroll Office two weeks prior to the first payday in October. Employees desiring to have the Association dues or agency fees deducted from their paychecks shall sign an authorization for payroll deduction and submit it to the District Payroll Office, with a copy to the Association, no later than September 15. The authorization shall continue in effect from year to year, unless revoked in writing by the employee. Once authorized, the dues or fees shall be deducted from the employee's salary in sixteen (16) equal installments beginning with the first payday in October of each year.

Teachers hired after September 15 may also authorize dues or agency fees to be deducted in equal installments from their paychecks through the balance of the school year.

The District shall deduct outstanding dues or agency fees from the final paycheck of a teacher terminating his/her employment early.

The Association 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 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.

105 CONTRACT EXTENSIONS, SPECIAL PROJECT CONTRACTS, AND STIPEND RATES

I. Contract Extensions

Compensation for contract extension, for work within the professional training and competence of teachers, shall be calculated at the regular per diem rate of the teacher. Fringe benefits shall accrue at the regular rate. Teachers working less than a standard work day shall be paid an hourly rate. If any hourly rate calculation is required, it shall be determined by dividing the per diem rate by the number of hours in a standard teacher work day (Article 506).

II. Extended Day Programs

Teachers teaching a classroom of students within a classroom setting in a District-approved curriculum at an extended day program (e.g., afterschool) or an extended year program (e.g., regular education summer school) established by the District on or after September 1, 1998, will be paid at the B+O rate of the salary schedule for hours worked. The Golden Heart Academy educational program, the cooperative education summer program, and the special education summer program were established before 1998. Selection of teachers for extended day/year programs will be made exclusively by the District; however, the District will give first consideration to qualified teachers who submit a letter of interest. The District will pay TRS benefits for all hours worked by bargaining unit members when performing duties under special project contracts.

III. Stipends – Voluntary Participation

If participation at a District-initiated activity or meeting is voluntary, the District will identify the teachers who will be invited to participate. The District will inform all potential participants in advance of the compensation (if any) and voluntary nature of the activity. If the District offers an amount (stipend) to teachers who voluntarily participate in the activity, it will be fifteen dollars (\$15) an hour. The parties agree that this language is not intended to encompass work that has not been considered bargaining unit work in the past practice of the District.

IV. Stipends – Work Area Moves

When the District authorizes payment for teachers to participate in setting up their work areas due to the opening or remodeling of a school, or other significant change in their work area, teachers shall be paid at the B+0 rate.

106 PART-TIME TEACHING CONTRACTS

Part-time is defined as working fewer than six (6) hours in the teacher's standard work day as defined in this contract. Part-time teachers shall receive the following benefits:

1. All leave shall be prorated for part-time teachers.
2. Part-time teachers shall be eligible for health benefits coverage.
3. Part-time teachers shall have the following options for health benefits coverage:
 - a. Elect to be covered by the District health benefits plan and pay the established employee contribution rate for part-time employees for coverage. The established employee contribution rate for part-time employees will be two times the rate for full-time employees; or
 - b. Decline to be covered by the District health benefits plan.
 - c. Part-time teachers hired prior to July 1, 2000, who work half-time or more will not have health plan benefits reduced as a result of this article.
4. It is understood that the preference is for full-time or as near full-time employment as possible.

107 STUDENT ACTIVITY SPONSORSHIP

I. Definition

Student activity sponsorship (SAS) is defined as a separate contract for direct supervision outside of the work day for an activity, club, or sport. There will be no payment for any student activity conducted solely during the work day.

II. Conditions

- A. Acceptance of an SAS contract is voluntary. Refusal to accept or willingness to perform an SAS contract shall have no bearing on continued building assignment or formal evaluation.
- B. A job description will be developed by the building principal prior to the posting of the position. The job description will be as specific as necessary to meet the needs of the particular building and/or position. A job description will be written for each activity specifying the qualifications required of the coach or sponsor.
- C. Activities listed in this Agreement are for the purpose of assuring equitable compensation for activities requiring comparable time requirements. Actual activity sponsorships shall be predicated on funds available for student activities and individual building interests.
- D. The SAS sponsor shall be immediately made aware of any formal complaint related to the activity sponsor, activity, and/or its operation. A teacher may be released from an SAS contract based on the needs of the program as determined by the building principal, for reasons of health, for just cause, or for any reason which is mutually agreed to by the teacher and the building principal. Termination from an SAS contract initiated by the District before completion of the contract is subject to the grievance procedure.

III. Vacancies and Hiring

Known SAS vacancies for the school year will be posted no later than May 1, for a minimum of five (5) work days. The vacancy may arise due to added positions, resignations, terminations, or the principal's decision not to renew a contract. Should a vacancy occur during a school year, the position may be filled by the building principal on an interim basis and then posted as a vacancy for the upcoming school year.

If possible, SAS contracts for the upcoming school year will be signed prior to the end of the current school year. Contracts for new hires will be signed as soon as possible after the beginning of the school term.

When it is not possible for SAS contracts to be signed before the end of the current school year, the principal shall provide, prior to the end of the current year, a letter of intent to those SAS sponsors whom the principal intends to retain for the following year. The letter of intent shall include that the retention is expressly contingent upon the continuation of the SAS activity. Absent a letter of intent or a signed contract, nothing herein shall require an SAS sponsor to be retained.

The principal shall issue the contract to the applicant best qualified to sponsor the activity. In the event the percentage of SAS contracts held by certified teachers falls below fifty percent (50%) at any one school, the available SAS contracts will subsequently be offered first to qualified certified teachers at that school who volunteer until at least fifty percent (50%) of the contracts are again held by teachers.

IV. Contracts

An SAS contract shall be written for each activity. Except in circumstances beyond the District's control, a copy of the completed, signed contract shall be given to the activity sponsor prior to the beginning of the activity.

Contract payments will be made within two (2) District paydays following the completion of services as outlined in the job description. If the contract is for an activity that lasts the entire school year, the payment amount will be established per the range placement below, unless specifically altered by the Superintendent, however payment will be split into two (2) equal installments: the first within two (2) District paydays following the end of the first semester and the second within two (2) District paydays following the completion of services as outlined in the job description. Assistant sponsors shall be paid as determined by the building principal. The number of assistants shall be determined by the building principal based upon program needs and budgetary restrictions.

V. Expense Reimbursement

Activity sponsors shall be reimbursed for all approved expenses incurred on trips related to their activity duties. Activity sponsors shall be provided with a travel advance for all reimbursable expenses to be incurred on District-approved trips related to their activity duties provided the request for the advance is received by the Accounting Services Department within ten (10) work days in advance of the travel. The sponsor shall provide receipts verifying all expenditures to the Accounting Services Department within ten (10) work days after the conclusion of the travel. The sponsor shall refund any money advanced in excess of the amount for which receipts are provided within ten (10) work days after the conclusion of the travel. Any reimbursable expenses beyond the amount shall be paid to the sponsor within ten (10) work days after the receipts are received by the Accounting Services Department.

VI. Elementary and Secondary Activities Paid by Hours Negotiated

- A. Elementary activities shall be paid on an hourly basis as determined by the job description. All activities which are recognized across the District shall be paid with an SAS contract. These shall include, but shall not be limited to, Speech Contest, Spelling Bee, Science Fair, Math Counts, Geography Bee, Cross Country Running, Cross Country Skiing, and Robotics. Payment will be computed by multiplying the number of hours involved in the activity by the X factor.
- B. Upon agreement between the District, the employee, and FEA, an hourly rate may also be used to compensate secondary activities when the job description requires fewer than the estimated hours for the activity's range.
- C. Payment may not exceed the negotiated rate.

Ranges:	1	2	3	4	5	6	7	8
Rates:	12X	25X	50X	100X	150X	200X	300X	400X
The X factor will be \$15.98.								

MIDDLE/JUNIOR HIGH SCHOOL ACTIVITY RANGES

RANGE 2

Cross-Country Running
Interest Clubs

RANGE 3

Band
Choir
Drama (per major production*)
Honor Society
Math Counts
Orchestra

RANGE 3 (continued)

Student Council
Track and Field
Wrestling Managers

RANGE 4

Rifle
Robotics
Student Newspaper

RANGE 5

Boys' Volleyball 7th & 8th
Boys' Basketball 7th
Boys' Basketball 8th
Cross-Country Skiing
Girls' Volleyball 7th & 8th
Girls' Basketball 7th
Girls' Basketball 8th
Gymnastics
Intramurals
Wrestling
Yearbook

*Jointly determined by sponsor and principal

SENIOR HIGH SCHOOL ACTIVITY RANGES

RANGE 2

Interest Clubs

RANGE 3

Art Club
Class Advisor - Freshman
Class Advisor - Sophomore
Foreign Language Club

RANGE 4

Class Advisor - Junior
Declamation
Forensics/Debate
Honor Society
Vocational Industrial Clubs of America
Skills USA
Health Occupation Skills of America
Distributive Education Clubs of America

RANGE 5

Band**
Class Advisor – Senior
Dance Team
Drama (per major production*)
Orchestra**
Robotics
Science Symposium
Vocal Music**

RANGE 6

Academic Decathlon
Intramurals
Student Newspaper
Yearbook
Varsity Cheerleaders (per sport season)
Wrestling Managers

RANGE 7

Cross-Country Running
Gymnastics
JrROTC
Rifle
Student Council
Track and Field

RANGE 8

Boys' Basketball
Cross-Country Skiing
Football
Girls' Basketball
Hockey
Swimming
Volleyball
Wrestling

*Jointly determined by sponsor and principal

**An overlap exists between curricular and extracurricular in these areas and should be noted that public performances may be either curricular or extracurricular. Performance schedules must be determined by sponsor and principal.

108 EXAMINATION

The District shall cover all costs of physical examinations required as a condition of employment and that are identified by the District's approved "Physical Examination Record" form. Teachers 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 teaching duties will go into the teacher's medical file.

109 HEAD TEACHER REIMBURSEMENT

Head teachers, as approved by the Superintendent, shall be compensated six hundred dollars (\$600) for each certificated employee in the school, department, or program. The compensation rate shall be prorated in accordance with the time each certificated employee is assigned to the building, e.g., a half-time certificated employee would result in a compensation rate of three hundred dollars (\$300).

110 PAYMENT OPTIONS

I. Paydays

Teachers will be paid on a consistent day of the week determined by the District, following the beginning of the school term and on subsequent Districtwide paydays (every two (2) weeks).

If a payday falls on a holiday or Districtwide professional development (inservice) day, the payday will move to the preceding work day.

If a payday falls within winter break, payment will be deposited/mailed to the employee on the regularly scheduled payday.

If a payday falls within spring break, payment will be deposited no later than the regularly scheduled payday, or mailed to the employee's home address at the end of the scheduled payday.

II. Nine (9) or Twelve (12) Month Pay Option

Teachers may choose to be paid in equal installments in a manner reflecting a nine (9) or twelve (12) month division of pay.

Teachers must indicate their choice on a form provided by the District and may review their selection annually. Teachers wishing to change their choice must fill out a District form and submit it to the Payroll Office the week prior to the start of school. When the twelve (12) month option is chosen the balance of the teacher's contract shall be paid on the last Districtwide payday of the school term.

III. Automatic Deposits

All teachers hired after June 30, 2005, will have their paychecks automatically deposited in one or more financial institutions of their choosing. The request will be made on a form provided by the Payroll Office. Provided all information on the auto deposit form is validated by the financial institution(s), the automatic deposit should commence the second payday following the submission of the request. Teachers wishing to change the automatic deposit arrangement must notify the Payroll Office by using an approved form. Changes are subject to the same validation process discussed above and should commence on the second payday following submission of the change request.

IV. Non-Automatic Deposit

Teachers hired before July 1, 2005, may maintain their present method of payment. Payment will be held at the District office until the end of the payday, then mailed to the employee's home address.

111 HEALTH PLAN

The District agrees to offer options for health plan coverage, as described below, beginning the first day of the month following thirty (30) days of employment and continuing until employment termination. For employees who elect to participate in the District's health benefits plan, coverage will extend until August 31 for any terminating teacher 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 plan coverage at his/her own expense during a long-term leave of absence.

Employees may choose not to be covered by District health benefits 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, a Plan Option B, and a Plan Option C. Plan options, benefits, and criteria for participation are described in the *Summary Plan Description*. 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 tiered structure as follows:

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

Employee contributions are based on actuaries, provided by the Health Plan Consultant, of total health plan costs and are dependent on which 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 plan costs. For the 2017, 2018 and 2019 plan years the Standard group health plan, (Plan A), the District shall pay 80% and the employee shall pay 20% of the health plan costs. Plan A will not be an option for new District employees after January 1, 2017.

The High Deductible Health Plan (HDHP) (Plan B and Plan C), the District shall pay 100% and an employee shall pay 0% of the health plan costs for 2017, 2018 and 2019. The dollar amount for the 100% rate in 2019 will become a hard cap of District contribution for ensuing years.

Health Plan Employee Contribution Calculation

1. The following definitions will apply:

- Base-Employee-Contribution – For 2017 & 2018 the amount equal to the Employee-Dollar-Share divided by the number of Eligible Positions. Beginning in the plan year 2019 Base-Employee Contribution is the amount equal to the Employee-Dollar Share divided by the number of Participating Employees.
- 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 Plan-Costs to calculate the Employee-Dollar-Share.
- Employee-Dollar-Share – the amount equal to Plan-Costs multiplied by the Employee Percentage and is used to calculate the Base-Employee-Contribution.
- Eligible Positions – the number of benefit eligible employees on April 1 of the previous plan year.
- Participating Employees – the number of benefit eligible employees who are enrolled in the plan on April 1 of the previous plan year.
- Expected Contribution – For 2017 and 2018 plan year is the amount expected to be collected during the fiscal year and is equal to the number of Eligible Positions times the Base-Employee Contribution. For the 2019 plan year the amount expected to be collected during the fiscal year is equal to the number of Enrolled Active Plan Participants times the Base-Employee Contribution.
- Plan-Costs – the current year of the actuarial costs as supplied by the health plan consultant.

2. 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 1. An employee’s contribution for Plan Option A will be based on a negotiated formula applied to the tiered structure as follows:

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

For the 2017, 2018 & 2019 year the employee’s annual contribution for Plan Option B and Option C will be \$0.00. The dollar amount of the District contribution in 2019 will become a hard cap of District contribution for ensuing years.

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

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, PA Clinic, wellness initiative costs, COBRA premium receipts, refunds, consultant fees, and any added costs resulting from changes in the administration of the health benefits 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 contain costs while enhancing benefit options. 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.

Plan B will be a qualified High Deductible plan eligible for Health Savings Account (HSA) and Plan C will be a qualified high Deductible plan eligible for Health Reimbursement Arrangements (HRA).

For employees enrolled and participating in a qualifying Health Savings Account (HSA) "Plan B" or a Health Reimbursement Arrangement (HRA) "Plan C" the District will make a seven hundred fifty (\$750) dollar contribution each year.

112 LIFE INSURANCE

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

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

I.

- A. Unpaid leaves of absence are: 202 Disability Leave, 203 Child Care Leave, 204 Leave to Hold Elected Office, and 205 Long-Term Leave without Pay.

Deadlines for applying for leave are set forth in Articles 202–205 of this article, under each specific leave.

II. Conditions

- A. All leaves shall be without pay or fringe benefits, provided however, that the District will maintain a teacher's health benefits coverage if required to do so by the Family and Medical Leave Act of 1993 (FMLA). A teacher on unpaid leave may purchase health plan coverage and life insurance to the extent allowed by the District's carrier. There is no intent that a teacher on unpaid leave apply for or receive unemployment insurance benefits.
- B. Seniority shall accrue as if the teacher remained on paid status.
- C. Teachers on approved leaves are subject to transfer, non-retention, or layoff while on leave to the same extent as if they continued on active status.

III. Return Provisions

A. Short-Term Leave

If unpaid leave of absence is thirty (30) or fewer work days of one (1) school year, then the following return provision shall apply:

The teacher 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.

B. Long-Term Leave

If an unpaid leave of absence extends for more than thirty (30) work days to two (2) school years, then the following return provisions shall apply:

1. The teacher shall return to work on the first teacher work day of the school year as established by the Board following the school year in which the leave was taken, except for disability leave when the teacher shall return on the date established by the doctor's statement.
2. The teacher shall notify the Human Resources Department of the District in writing by February 15 of the school year in which the leave was taken, if he/she wishes to return to active employment with the District on the first teacher work day of the following school year. If the unpaid leave commenced after March 1, then the notification date shall be June 1. Failure to give such notice shall be treated as a voluntary resignation.
3. Teacher Returning from a Leave of Absence of One (1) or Two (2) Years or Limited-Term-Assignment

- a. Should the District be aware on or before May 15, of the need to reduce the staff in a particular building for the following year, the District will contact any teacher who has been granted leave to determine whether the teacher wishes to rescind his/her leave request. If the teacher does not wish to rescind his/her leave, the teacher may apply for a voluntary transfer for the following school year or the District will place the teacher in a position.
- b. A teacher who gives written notice prior to February 15 of his/her intent to return to active status for the forthcoming school term shall be entitled to reclaim the position he/she had prior to the limited-term-assignment or leave of absence provided that the limited-term-assignment or leave of absence has been for a period of one (1) school year or less, and provided that the building staff has not been reduced and the District has been able to fill the position through a one (1) year only assignment during the teacher's leave. A returning teacher is no more or less subject to involuntary reassignment than any other teacher.
- c. A teacher who returns from a leave of absence or limited-term-assignment longer than one (1) school year may apply for voluntary transfer. If a position is not obtained through voluntary transfer, the District will place the teacher in a position for the following school year.

202 DISABILITY LEAVE

Upon the recommendation of the teacher's physician a 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 teacher's disability commenced or will commence, and the expected length of the absence. If an employee has already been on leave without pay status due to the same disability, the disability leave will commence on the date the employee went into leave without pay status. Prior to the commencement of a disability leave a teacher's sick leave benefits under this contract must have been exhausted. If a teacher requesting disability leave is considered an eligible employee under FMLA, the District will comply with all provisions of FMLA and maintain the teacher's health benefits coverage consistent with the FMLA.

203 CHILD CARE LEAVE

A leave of absence without pay may be requested and shall be granted to a teacher for the purpose of caring for a newborn or newly adopted child. The length of the child care leave shall be for up to twelve (12) weeks, or the teacher may continue child care leave for the balance of the first semester or the balance of the current school year. The leave of absence without pay 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 teacher.

Requests for child care leave shall be made thirty (30) days prior to the expected date of the birth or adoption of the child. If the date of birth or adoption requires leave to begin in less than thirty (30) days, the teacher 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 Article 306 of this Agreement, in which case child care leave will begin following the period of sick leave. When fewer than thirty (30) days remain in the balance of the current school year, the teacher may request the leave be extended through the entire first semester of the next school year or the entire next school year. Such request shall be granted if made at the commencement of the teacher's leave.

Child care leave must be taken within twelve (12) months after the child's birth or placement in a single block of time. If a teacher requesting child care leave is considered an eligible employee under FMLA, the District will maintain the teacher's health benefits coverage consistent with the FMLA. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks of paid health benefits coverage within any twelve (12) month period for purposes of leave taken for child care.

204 LEAVE TO HOLD ELECTED OFFICE

Leave requests to hold elected office must be submitted by the employee by the date of required filing to run for public office. The leave shall not exceed two (2) complete school years.

205 LONG-TERM LEAVE WITHOUT PAY

A teacher with three (3) years of consecutive employment with the District may request leave for a period of one (1) full school term or for a semester. The request for a full school term or for a fall semester must be submitted no later than February 15. The request for a spring semester must be submitted no later than October 15. The decision to grant such leave shall be at the discretion of the Superintendent whose decision shall be final.

Leave requests may be for reasons that include, but are not limited to, academic study or work experience.

300 PAID LEAVES OF ABSENCE

301 LEGAL LEAVE

A teacher called for jury duty shall be granted leave with pay. A teacher subpoenaed during the school year by a court or administrative agency or for an informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case in which the teacher is a victim of an alleged felony or to which the teacher is not a party will receive full benefits and compensation at the employee's contracted per diem rate.

A teacher subpoenaed during the school year by a court or administrative agency or for an informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case to which the teacher is a party will receive leave without pay.

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

Should the teacher be released by the court prior to the end of his/her duty day and if a meaningful one-half (1/2) day portion of the teacher's duty day remains, the teacher shall return to his/her place of duty.

302 SABBATICAL LEAVE

The District agrees to grant at least one (1) sabbatical leave for one (1) full school term or two (2) consecutive semesters or for one (1) semester, if at least one (1) is recommended by the sabbatical leave committee and is approved by the Superintendent. The sabbatical leave committee will include the FEA President. Request for sabbatical leaves must be submitted to the District Human Resources Department by October 15 prior to the school year for which the leave is requested. All sabbatical leave recipients shall be paid by the Board one-half (½) of their regularly scheduled

salary during the term of such leave.

Upon return from sabbatical leave the employee will advance on the salary schedule as if he/she had been teaching during the sabbatical year.

During the sabbatical year the employee shall receive:

1. Seniority accrual.
2. Full health benefits coverage as per Article 111.
3. The employer TRS contribution based on one-half ($\frac{1}{2}$) of the regularly scheduled salary.

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

In the case of sabbatical leave the teacher 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 return from sabbatical leave the employee may be assigned to District-wide duties for one (1) semester so that the expertise acquired during his/her sabbatical year may be used as a resource.

303 PERSONAL LEAVE

Five (5) days of personal leave per year, accumulative to a maximum of eleven (11) days, shall be granted to all teachers. No more than six (6) days of personal leave may be used in any school year.

Except in emergencies, teachers shall give at least twenty-four (24) hours advance notice to their immediate supervisors of their intent to be absent on paid personal leave. In order to assure continuity of the educational program, principals may deny requests for paid personal leave if the number of teachers requesting such leave for any day exceeds fifteen percent (15%) of the teaching staff in any one (1) building.

Personal leave shall not be approved for: days scheduled as teacher professional development (inservice) days or parent-teacher conference days. During District required standardized testing days, building principals will permit personal leave as appropriate and within normal guidelines, ensuring adequate certified staffing is available each day to implement testing as per site testing schedules. The Superintendent, at his/her sole discretion, which shall not be subject to grievance or arbitration, may grant an exception for personal leave use during parent-teacher conference days, professional development days, and District-wide standardized testing days.

Personal leave may be used, subject to the above conditions, on days scheduled as teacher workdays only when all required grades or required paperwork has been completed and turned in to the responsible authority.

In small schools at least one (1) teacher may be absent on personal leave.

[Definition: A small school is fewer than five (5) teachers including the head teacher.]

At the end of the school year, at the teacher's option, a teacher on active paid status and having completed their contract year, may be paid at his/her per diem rate up to three hundred dollars (\$300) for each day of unused accrued personal leave. Each day cashed in shall then be deducted from the teacher's account. Cash-in shall be for full work days only. A teacher must notify the District's Payroll Office in writing by May 1 of his/her desire to cash in personal leave.

304 TRAVEL DELAY

When a teacher is on a personal trip outside of the Fairbanks North Star Borough and his/her return to the Fairbanks North Star Borough is delayed by transportation difficulties beyond his/her control, no disciplinary action may be taken against the teacher. The burden shall be upon the teacher to establish that the delay was beyond his/her control. The teacher's absence under these circumstances will be charged to personal leave. If the teacher has insufficient personal leave to cover the absence, the time will be charged to unpaid leave.

When a teacher on District-authorized business is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to paid administrative leave.

305 MILITARY LEAVE

The District shall grant leave to teachers 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.

A teacher on military leave shall receive his/her regular pay for a period not to exceed two (2) weeks within a given school year.

Military leave in excess of two (2) weeks shall be considered as leave without pay.

306 SICK LEAVE

I. Allocation

All regularly contracted certificated personnel working full-time in the District are entitled to sick leave with pay during the school term. The District shall advance the anticipated entitlement of sick leave at the beginning of the school year. Sick leave days used in advance and not earned to date shall be deducted from the teacher's last paycheck should the teacher not fulfill the teaching contract for any reason. Sick leave may be cumulative without limit and is earned at the rate of one and one-third (1 1/3) days per school month, with the last day of each month, the major portion of which the employee has served, considered the sick leave accumulation date.

Compensation for sick days shall only be paid the teacher if he/she would have been otherwise scheduled to work, but for the illness or disability.

II. Transfer of Sick Leave within Alaska

All newly hired teachers shall be notified that accumulated sick leave from other Districts in Alaska is transferable and shall be informed of the procedure to effect such transfer. It is agreed that transfer of earned sick leave within the state of Alaska is a teacher's responsibility and that the District will be held harmless from the results of any unintentional omission of notifications stated above.

III. Documentation of Need

A. Required Statement

The District may require that the employee 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 FMLA. In the case of a medically related absence due to pregnancy, it is expected that a teacher will comply with this section by providing notice to the District at least one (1) month before the expected date of birth.

B. District Oversight

If the District has cause to suspect sick leave abuse, or if the District wants to verify that a teacher is sufficiently well to perform teaching 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 by a teacher regarding sick leave is sufficient grounds for cancellation of a teacher's contract and recommendation for revocation of his/her teaching certificate.

IV. Family Leave Provisions

A. Bereavement for Extended Family

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

B. Serious Illness in the Immediate Family

Teachers 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.

C. Residential Care for Immediate Family

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

D. Sick Leave for Immediate Family at Home

Teachers shall be granted a maximum of thirty (30) days of sick leave per school year when a member of the teacher's immediate family is ill and the teacher's presence is required at home. Within the first thirty (30) days of an adoption, a teacher on child care leave under Article 203 of this Agreement may take sick leave if the adopted child is ill and the teacher's presence is required at home. 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.

V. Family Medical Leave Act Provisions

If a teacher is considered an eligible employee under the Alaska Family Leave Act (AFLA) and under FMLA, the teacher 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 teacher'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 teacher has taken for the same purpose. Any time the leave extends beyond the twelve (12) weeks, then the employee is subject to pay the monthly premium if the health benefits coverage is continued. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks during a rolling twelve (12) month period for purposes of leave taken to care for a child or parent with a serious health condition. The Association and the District agree that the provision of health benefits 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.

VI. Definitions

- A. The "immediate family" is defined as the teacher'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 teacher'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.

307 SICK LEAVE BANK

I. Bank Establishment

There is hereby created a Sick Leave Bank which shall be administered jointly by the FEA and the District. The sick leave bank will be administered in accordance with AS.14.14.105. This provision shall not be subject to the grievance procedure.

II. Bank Administration

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee. The committee shall consist of two (2) members selected by FEA and one (1) member selected by the District. It is understood that committee membership may rotate throughout the year. It is the committee's responsibility to approve or deny requests for Sick Leave Bank usage. Decisions by the Sick Leave Bank Committee are final and are not subject to grievance.

The Sick Leave Bank Committee shall process requests in accordance with legal requirements.

Administration of the Sick Leave Bank shall be audited at the end of each school year by a representative of the FEA and a representative of the District, not to include Sick Leave Committee members.

III. Bank Membership

Any teacher is eligible to become a member of the Sick Leave Bank. A teacher may elect to join the Sick Leave Bank by informing the FEA in writing within thirty (30) calendar days of initial employment for newly hired teachers, or during the first thirty (30) days of the school year for current bargaining unit members who are not continuing members of the Sick Leave Bank. Membership in the Sick Leave Bank shall continue from year to year after initial enrollment unless a teacher notifies the District and the FEA in writing no later than May 31, regarding his/her intent to withdraw from the Sick Leave Bank for the following school year. An employee electing not to join the Sick Leave Bank shall not be eligible for Sick Leave Bank donations until he/she becomes a member during the next annual Sick Leave Bank enrollment. The Bank shall be administered through the same administrative channels and regulations as for sick leave except as noted in this article.

IV. Bank Enrollment

Teachers will be permitted to transfer a maximum of two (2) days of sick leave during any school year. Unless otherwise specified by the parties, the annual enrollment period shall be the first thirty (30) calendar days of each school year. Following enrollment, one (1) day of sick leave shall be transferred automatically from each member's sick leave account into the Sick Leave Bank. If, at the time of a required contribution a teacher does not have a day to contribute, then the next available day shall be transferred. All leave transferred to the Bank by a teacher is final and not recoverable for credit to his/her personal sick leave account.

V. Depletion and Emergency Transfer

During the school year, should the Bank become depleted, the Sick Leave Bank Committee will notify all Sick Leave Bank members in writing. Within thirty (30) days after such notice of an emergency Sick Leave Bank drive, one (1) day of sick leave shall be transferred automatically from each member's sick leave account into the Sick Leave Bank. Teachers shall not have the opportunity to initially enroll in the Sick Leave Bank during emergency drives. If at the time of a required contribution a teacher does not have a day to contribute, the next available day shall be transferred.

VI. Year-End Bank Status

If at the end of each school year the remaining number of days in the Bank exceeds one hundred percent (100%) of the number of teachers who are members of the Sick Leave Bank, only newly hired teachers and those who were not Bank members the prior year will be permitted to transfer leave to the Bank at the beginning of the following school year.

VII. Retiring Teacher Contributions

A teacher retiring or resigning may contribute up to six (6) unused sick leave days to the Sick Leave Bank.

VIII. Bank Withdrawal Provisions

A. Withdrawal Limits

In any school year, a teacher will be permitted to request withdrawal of up to twenty-four (24) days or twice the number of days of sick leave the teacher has accrued before the start of that school year, whichever is greater. No teacher may withdraw more than sixty (60) days in any school year.

B. Committee Approval

1. Requests for withdrawal from the Bank may be approved by the Sick Leave Bank Committee when the following conditions have been satisfied:
 - a. All of the teacher's personal sick leave has been exhausted.
 - b. A teacher has been on five (5) consecutive days of leave and this leave includes up to three (3) days of the teacher's personal leave or the leave may be a combination of personal leave and leave without pay or, if personal leave has been exhausted, leave without pay only. The Committee may waive the five (5) consecutive day leave requirement during the last two (2) weeks of the school year.
 - c. When a doctor's certificate is presented verifying the teacher's need for leave.
 - d. Verification of FMLA and/or AFLA request.
2. The teacher whose application has been approved by the Committee will be reimbursed for up to five (5) days of leave without pay and these days will be charged against the amount authorized from the Sick Leave Bank.
3. The Committee shall not grant any requests for Sick Leave Bank hours in excess of the number of hours in the Bank.
4. Should a teacher 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.

308 FEA PRESIDENT'S LEAVE

A tenured teacher who is elected president of FEA shall be granted a leave with pay, fringe benefits, and seniority accrual for a period equal to the term of president not to exceed four (4) years. The Association shall pay to the District one-half (1/2) the cost of the president's salary and one-half (1/2) the cost of associated benefits. The cost of associated benefits is the budgeted benefit rate for the year times one-half (1/2) the cost of the president's salary. The benefit rate includes an amount for health plan benefits and life insurance, unemployment insurance, workers' compensation, TRS, and FICA medical (if applicable). TRS eligibility is subject to state rules governing retirement benefits.

The District will permit the FEA President to be paid up to fifteen (15) additional days to fulfill his/her duties. The District will be reimbursed by FEA for the amount necessary for the president's additional days.

FEA will provide the Human Resources Department with a letter stating the exact dates for which his/her contract is to be extended. His/her annual contract salary will be adjusted to reflect the appropriate salary amount for the additional number of days worked or to be worked.

A teacher on such leave of absence must give written notice to the Superintendent by February 15 of the year the leave expires of his/her intention to return on the first day of the following school year or resign. Failure to furnish such notice shall constitute a notice of resignation.

If the teacher serves for a term of two years and elects to return to his or her teaching position, the teacher shall be entitled to return to his/her same building to a position for which he/she is certificated and qualified.

If the teacher elects to serve a second two-year term, the teacher shall be entitled to return to his/her same building to a position for which he/she is certificated and qualified if there is a vacancy or to the first vacant position, as determined by the Human Resources Department, for which he/she is certificated and qualified.

When a teacher is granted such leave of absence, he/she shall, upon reemployment, retain only the following employment rights held by him/her before such leave was granted:

1. A continuing contract as a tenured teacher.
2. Unused sick leave and personal leave held at the start of the leave of absence.

309 TEACHER EXCHANGE

The District will allow teachers to participate in District-approved teacher exchange programs even if the programs necessitate the exchange occur during a time period that is not consistent with the District's school terms. This paragraph shall not in any way restrict the right of the District to limit the number of teachers who participate in teacher exchange programs.

310 INTRA-DISTRICT TEACHER EXCHANGE

If two (2) tenured, full-time teachers with a current "Basic" evaluation in all areas desire to exchange teaching positions within the District, they may do so if each of the affected building principals and the Superintendent grant written approval indicating the school years for which approval is granted. The decision to approve or not approve such a request shall be based on the sole discretion of the principals and the Superintendent. This exchange does not affect or create any transfer procedures or rights under the Agreement. No grievance shall arise from the Superintendent's granting or not granting or refusing to continue any intra-District teacher exchange.

311 NEA-ALASKA PRESIDENT'S LEAVE

A tenured teacher who is elected president of NEA-Alaska shall be granted a leave with pay and fringe benefits for a period not to exceed four (4) years. The leave shall be for two (2) complete school years, may be renewed for two (2) additional complete school years, but cannot be taken in conjunction with any other leave. NEA-Alaska shall fully reimburse the District for the teacher's salary and benefit costs. TRS eligibility is subject to state rules governing retirement benefits.

A teacher on such leave of absence must give written notice to the Superintendent by April 1 of the year the leave expires of his/her intention to return on the first day of the following school year or resign. Failure to furnish such notice shall constitute a notice of resignation.

The teacher shall be entitled to return to his/her same position if it is vacant or to the first vacant position, as determined by the Human Resources Department, for which he/she is certificated and qualified.

When a teacher is granted such leave of absence, he/she shall, upon reemployment, retain only the following employment rights held by him/her before such leave was granted:

1. A continuing contract as a tenured teacher.
2. Unused personal and sick leave held at the start of the leave of absence.

400 GENERAL PROVISIONS

401 TRANSFER AND REASSIGNMENT

I. Openings and Posting

A. Vacancy Definition

An opening is defined as a known vacancy for the following school term of a specific position which has been officially identified by the District. The vacancy may only arise due to added positions, resignations, terminations, transfers, leaves, or non-retentions.

B. Openings

Openings shall be posted as soon as identified on the first Monday after February 15, and on each Monday thereafter through the first Monday in May. These openings shall be posted for five (5) work days.

A position shall be "posted" by placing notice on the District web site. The notice shall set forth the requirements for the position being posted.

C. Filling Posted Vacancies

Provided a qualified applicant, as defined herein, applies for an opening, it shall be filled within ten (10) work days from the closing of the posting unless extenuating circumstances warrant a longer time period in order to fill the vacancy. When the position is offered to a teacher, the teacher shall have no longer than forty-eight (48) hours in which to accept the assignment.

D. Filling Vacancies after the Posting Period

No later than five (5) working days after the school district's budget is approved, remaining FEA vacancies will be immediately posted internally and externally for five (5) calendar days. External applicants will only be considered when there are no eligible, qualified internal applicants.

Vacancies may be posted on any day of the week.

FEA members shall apply for internal postings by completing the internal transfer form in the District's electronic application system.

The internal posting period will end on June 30; as of July 1, postings will be external only and FEA members will not be eligible to apply.

II. Definitions of Transfer and Reassignment

A. Transfer

A transfer is a change to another building, or a change between junior and senior high in a junior/senior high school.

B. Reassignment

1. At the elementary level, a reassignment is a change of grade level, between resource programs, or between a grade level and a resource program.
2. At the secondary level, a reassignment is a change of two (2) or more class preparations in one (1) semester. Replacement of one (1) class preparation by another constitutes one (1) change. The movement of a teacher to another team does not constitute a reassignment.
3. A "limited term assignment" means an assignment to a Districtwide position which has a specified duration.

C. Districtwide Programs

Districtwide programs are defined as programs that supplement regular classroom instruction Districtwide or those based in the Administrative Center. Examples of these programs include, but are not limited to, preschool, emotional disturbance, intensive resource, deaf and hearing impaired, vision impaired, occupational therapy, speech and language, school psychologist, bilingual, elementary band and orchestra, and elementary art. Although it is recognized a number of variables are considered when assigning a Districtwide teacher, to the extent possible, reassignment of Districtwide teachers will be held to a minimum. When possible or applicable, the District will attempt to find volunteers. The reassignment will be made only after a meeting is held between the teacher involved and the Executive Director of Human Resources, at which time the teacher will be informed of the reasons for the reassignment which will, at the request of the teacher, be reduced to writing and placed in the teacher's personnel file.

III. Voluntary Transfer

A. Eligibility

1. A teacher must have completed at least two (2) years of employment with the District to be eligible for a voluntary transfer. A teacher may apply for transfer to positions posted in the second semester of a teacher's second year of employment for the forthcoming school year. Teachers in half-time positions may apply to be reassigned to open full-time positions within the same building.
2. A teacher must have a satisfactory performance record, as determined by the formal evaluation process. A satisfactory performance record shall mean that the teacher has all current evaluation areas rated as meeting District performance standards.

B. Interview

An interview between the requesting teacher and the receiving principal shall be required and shall be coordinated by the requesting teacher through the Human Resources Department, consistent with Section V of this article.

IV. Involuntary Transfer and Reassignment

A. Grounds for Involuntary Transfer or Reassignment

1. Involuntary transfers may occur for the current or forthcoming school term when the needs of the District, as determined by the Superintendent, require and for reassignment when the needs of the building, as determined by the principal, require. When possible, as determined by the Superintendent consistent with the needs of the District, the District will attempt to find volunteers before resorting to involuntary transfer.
2. A teacher is not considered to be an involuntary transfer if the position occupied by the teacher is reclaimed for the forthcoming school term by a teacher who is eligible to reclaim the position from a leave of absence, a limited-term assignment, or shared time.
3. Teachers assigned to Districtwide programs will move with the class if the programs have to be relocated and shall not be considered involuntary transfers.

B. Criteria for Selection

When transfer or reassignment becomes necessary, minimum qualification requirements, a teacher's certifications and endorsements, academic focus, major and/or minor field of study, and continuous length of service in the District will be considered in determining which teacher is to be transferred or reassigned.

C. Notice of Transfer or Reassignment

1. Notice of an involuntary transfer or reassignment for the coming school term shall be given to a teacher as soon as practicable.
2. An involuntary transfer or reassignment will be made only after a meeting is held between the teacher involved and the principal, at which time the teacher will be informed of the reasons for the transfer or reassignment which will, at the request of the teacher, be reduced to writing and placed in the teacher's personnel file.
 - a. Involuntarily transferred teachers will be encouraged to apply for any positions in which they are interested. Involuntarily transferred teachers will inform the Human Resources Department of their assignment preferences.
 - b. A secondary teacher, who is subject to being involuntarily transferred because of a reduction within a department, will be reassigned within the building if there is a position available in another department for which the teacher is minimally qualified.

A teacher who declines such a reassignment will be considered a voluntary transfer.

- c. A teacher notified of involuntary reassignment shall be notified of positions available in his/her building and shall be considered before those seeking voluntary reassignments.

V. Order of Priority

A. Openings Through First Monday in April

For openings posted from the first Monday after February 15 through the first Monday in April, teachers shall be given preference for positions based on the following order of priority:

1. a teacher who is eligible for a voluntary transfer or reassignment or a teacher who is involuntarily transferred or reassigned.
2. teachers on the reduction in force (RIF) list pursuant to Article 407.
3. new hires.

B. Openings after the First Monday in April

For openings posted from the second Monday in April through the first Monday in May, teachers shall be given preference for positions based on the following order of priority:

1. a teacher who is involuntarily transferred or reassigned.
2. a teacher who is eligible for a voluntary transfer or reassignment.
3. teachers on the reduction in force (RIF) list pursuant to Article 407.
4. new hires.

C. Procedures for Implementing Order of Priority

The order of priority should be applied as follows:

1. If one (1) or more teachers in the same category of priority [for example two (2) or more teachers who are being involuntarily transferred] seek the same position and each meets the minimum qualifications for the position, then the placement criteria set forth in Section (VI) of this article shall govern selection.
2. If only one (1) person in a higher priority classification applies [i.e., one (1) involuntary transfer] and that teacher meets the minimum qualifications for the position, then that person shall be awarded the position.

Interviewing shall be limited to those individuals within the highest category applying for the position if one (1) or more applicants therein meets the minimum qualifications for the position.

D. Minimum Qualifications

Except in extenuating circumstances, "minimum qualifications" as used herein means possessing a proper endorsement, meeting any applicable legal requirements, and having adequate professional preparation for the position to be filled. Teachers employed to teach courses which lead to student licensing or certification will be required to hold the license or certification as a minimum qualification. Extenuating circumstances shall be determined by mutual agreement between the Association and the District. In the event of extenuating circumstances, or if the District asserts that the teacher does not have adequate professional preparation for the position, the District and the Association shall actively pursue options to provide a satisfactory, alternative placement.

VI. Placement Provisions

A. Teacher Selection

Subject to the priority set forth in Section V above, a building principal shall apply the following criteria in selecting the best qualified applicant for an opening: minimum qualification requirements, certification and endorsement, professional preparation, fields of study, academic focus, type and quality of experience relative to the position to be filled or to the identified curricular needs of the building, teacher performance as determined by the formal evaluation process, and continuous length of service in the District. Where two (2) or more qualified teachers have equal priority and qualifications, seniority shall determine the selection. If two (2) or more qualified applicants have equal seniority, then the building principal shall make the selection.

B. Notice of Filled Position

When a position is filled, all teachers who have applied for that position shall be notified in writing.

C. Written Reasons

In the event that the teacher's application is not approved, the building principal at the receiving school will provide the reasons in writing if requested to do so. The teacher may request the reasons in writing be placed in his/her Administrative Center personnel file.

402 TRAVELING TEACHERS

Each traveling teacher shall identify one (1) of his/her work locations for the delivery of District communications.

The traveling teacher shall be responsible for obtaining his/her communications from his/her home school. Traveling teachers shall be required to report to their home school only on days they are required to teach there. Traveling teachers may be assigned non-instructional duties only at their home school. Such duty assignments may not exceed those of other teachers at the home school.

Save for an emergency, traveling teachers will be given at least forty-eight (48) hours advance notice of any required meeting/conference.

403 TEACHER CONTRACT

Individual employment contracts for one hundred forty (140) days or more in duration shall be continuing.

A teacher employed as a substitute and then issued a teacher's contract shall be employed retroactively to the first day of continuous employment in the position for which the contract is being issued.

404 PERSONNEL FILE

The employee personnel file at the Administrative Center of the District shall be the only official depository of information relating to the teacher's employment. All materials in the employee personnel file shall be made available for review to the teacher at his/her request, and requests to attach responses to such material shall not be denied. A copy of any material in the personnel file pertaining to a teacher will be provided to the teacher upon request. File review will be in the presence of the Executive Director of Human Resources or a member of the Human Resources staff.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants. All documents, communications, and records dealing with teacher termination or non-retention shall be removed from the teacher's personnel file if the teacher 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.

The teacher will be made aware of any evaluative information placed in the personnel file and may sign the document. The teacher's refusal to sign the document does not preclude the placement of it in the personnel file. Any evaluative information proven to be untrue through the grievance procedure shall be removed from the personnel file and destroyed.

A teacher may request that documentation reflecting a state or national award pertaining to his/her professional activities be inserted in his/her personnel file.

An employee may request to have a Letter of Warning removed from their personnel file after four (4) years with no further discipline on the issue for which the employee was warned.

405 AVAILABILITY OF DOCUMENTS

The District shall endeavor to provide access to the following documents in each school library or on the District's Internet site. If a teacher has difficulty in obtaining access to any of the documents, the teacher may contact the Library Media Services Department for assistance.

1. Compiled School Laws of Alaska
2. Negotiated Agreement
3. Rules and Regulations of the Alaska Department of Education and Early Development (DEED)

4. School Board Policies and Regulations
5. Professional Teaching Practices Commission Code of Ethics
6. Student Rights and Responsibilities Handbook
7. Teachers' Handbook
8. Teachers' Evaluation Handbook
9. Title 4 Education Regulations, Chapter 52; Education for Exceptional Children
10. School Board Minutes
11. All District Curriculum Guides, K-12
12. Defining Staff-Student Boundaries Brochure
13. Alaska State Instructional Standards
14. Current IDEA laws and regulations and the Alaska Special Education Handbook shall be available online and in each school.

406 NOTIFICATION OF NONEMPLOYMENT

The District agrees to notify by written notice hand delivered or delivered via certified mail:

1. Tenured teachers notice of nonrenewal of their contracts before May 15 per AS 14.20.140.
2. Non-tenured teachers notice of non-retention will be on or before the last day of the school term as per AS 14.20.140.
3. Non-tenured teachers will be given recall rights based on Article 407, III. Recall Rights, if their non-employment was based on budget or program reduction.
4. Tenured teacher recall rights will be based on Article 407, III.

407 REDUCTION IN FORCE

I. Order of Layoff

When a reduction in force (RIF) of tenured teachers becomes necessary due to a Districtwide reduction in enrollment or other lawful reason, teachers will be laid off as provided by AS 14.20.177.

Non-tenured teachers may be non-retained on the basis of seniority dependent upon Districtwide program needs, and budgetary considerations as determined by the Board.

Recall Rights

A. Period for Recall

For a period of three (3) years after layoff, a teacher is on layoff status and is entitled to a hiring preference in the District where the teacher had been employed. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. If a teacher is offered a teaching position under this subsection and the teacher declines the offer, or fails to accept it within thirty (30) days for

RIF status and five (5) work days for other layoff purposes after confirmed contact, the teacher is no longer considered to be on layoff status.

B. Order of Priority

To place teachers in positions posted in accordance with Article 401, recall of teachers who are RIF'ed shall be subject to the order of priority for placement in Article 401 V of this Agreement and consistent with subsections (A) and (B) of Article 401 V. Teachers will be placed in vacant positions after the posting period, as determined by the District.

C. Maintain RIF List Position

To maintain a position on the RIF list, a teacher shall not be required to:

1. Accept a reemployment contract of less than one (1) full school year as defined in AS 14.20.150; or
2. Accept a reemployment contract for a position that is of less time than his/her position at the time of being RIF'ed. Thus, for example, if the teacher had a half time ($\frac{1}{2}$) position at the time of RIF, the teacher would be required to accept a position of half time ($\frac{1}{2}$) or greater.

D. Refusal to Accept Reemployment

Refusal to accept an offer of a reemployment contract within thirty (30) days for RIF status and five (5) work days for other layoff purposes after confirmed contact shall remove the teacher from the RIF list unless the lay-off was instituted under AS 14.20.177.

The teacher is no longer entitled to a hiring preference under this section unless the teacher declines the offer because the teacher is contractually obligated to provide professional services to another private or public educational program.

E. Return of Mail

A return of an unclaimed "Receipt Requested" certified mail offer of reemployment sent to the last current address given to the Human Resources Department by the teacher shall be treated as refusal to accept reemployment.

IV. General Provisions

A. Teacher on Leave

A teacher on leave at the time RIF occurs will be treated for the purpose of RIF with the same consideration as if presently teaching. Notice shall be given at the same time as to other teachers who were RIF'ed.

B. Leave Option

Any teacher who has received notice of RIF may apply for a leave of absence without pay. This leave of absence shall not be subject to any provision of Articles 200 or 300 of this Agreement. A teacher taking a leave of absence shall be placed on the recall list at the end of the leave.

Such leave shall not deprive the teacher of any benefits earned including, but not limited to, tenure. A teacher has the option to continue health benefits coverage at his/her own expense during such leave of absence for a period of up to eighteen (18) months through COBRA rights.

C. Unemployment

Teachers on lay off status are eligible for unemployment and should contact the Alaska Department of Labor and Workforce Development.

D. RIF and Break in Service

RIF does not constitute a break in service for retaining tenure rights and accrued sick leave when the teacher is reemployed.

E. Seniority

For the purpose of this Agreement, seniority will be dated from the first day of active duty under the regular employment contract.

F. Notice to Association

The District shall notify the Association of any need for a RIF as soon as the need is identified and shall provide a teacher seniority list. In addition to consideration of Districtwide program needs and budgetary constraints, the District shall endeavor to determine those teachers seeking leaves of absence of at least one (1) year and/or those teachers intending to resign or retire before determining the number of teachers that will be RIF'ed. The District shall provide the Association with a list of RIF'ed teachers on an annual basis.

G. Recall and Criteria for Placement

Recall shall be in inverse order of layoff dependent on Districtwide program needs. Criteria to be considered are: certification and endorsement, professional preparation, applicable legal requirements, fields of study, academic focus, type and quality of experience relative to the position to be filled, identified curricular needs of the building, and continuous length of service.

408 JUST CAUSE

- I. No teacher shall be disciplined, reprimanded, transferred, or non-retained without just cause.

409 TEACHER EVALUATION

- I. General Procedures

Teachers shall be evaluated in accordance with District evaluation procedures adopted by the Board, which meet the requirements of AS 14.20.149.

State approved professional development (inservice) days or building staff communications shall address changes and/or revisions in evaluation procedures, District and state policies, curriculum and texts, and shall include special education issues. The evaluation procedure for all teachers shall be addressed on or before October 1, and for new teachers within two (2) weeks of hiring, if hired after October 1.

The evaluation must be based on observation of the employee in the employee's workplace.

All observation and evaluation documents are confidential per AS 14.20.149 (h).

II. Rights of Teachers

The teacher must be informed of the right to review each written evaluation prior to its deposit in the personnel file and of the right to comment in writing on any matter contained in it.

Upon request, teachers have the right to a supplemental written evaluation by another District administrator designated by the Superintendent in accordance with paragraph I of this Article.

III. Procedures for Plan of Improvement

The District shall prepare and implement a plan of improvement for a teacher whose performance does not meet the District's performance standards, except if the teacher's performance warrants immediate dismissal under AS 14.20.170 (a). The evaluating administrator shall consult with the teacher in setting clear, specific performance expectations to be included in the plan of improvement.

The teacher may have a representative present when developing the Plan of Improvement and during scheduled progress meetings that are part of the Plan. The representative may confer with the teacher before and after the meeting and clarify questions the teacher may have.

Except in extenuating circumstances, the representative will not be a member of the same building or Districtwide staff as the teacher on the Plan. The parties agree the scheduling of the representative will not unreasonably delay the scheduling of the progress meeting.

410 NONDISCRIMINATION

No teacher shall be discriminated against on the basis of race, gender, gender identity, political affiliation, creed, religion, ethnic origin, marital status, sexual orientation, domicile, age, or disability.

The Association and the District agree that the meaning of this article is to be interpreted and applied consistently with the legal duties and responsibilities imposed by state and federal law and regulation.

411 ACADEMIC FREEDOM

Teachers shall not be censored in the performance of their duties because material discussed or opinions expressed are controversial so long as such conduct occurs within the guidelines and policies established by the Board.

412 DRUG USE, POSSESSION or CONVICTION

- I. Consistent with Board policy, any teacher 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 and school authorities. Until the conclusion of the District's investigation, the suspension shall be with pay.

Any teacher 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 teacher's termination.

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

500 WORKING CONDITIONS

501 EQUITABLE TREATMENT

- I. Documented Complaints

Any documented complaint not shown to an employee within ten (10) work days after its receipt or composition by the supervisor, exclusive of any absences by the employee or supervisor, shall not be allowed as evidence in any grievance or in any disciplinary action against the employee. Under exceptional circumstances when disclosure to the teacher would jeopardize the integrity of the criminal investigation, this ten (10) work day provision will not apply.

- II. Suspension

Suspension with pay shall not constitute a disciplinary action and shall not waive any rights or protections of the Agreement. Suspension shall be for serious and immediate safety concerns to protect staff and students from harm or to ensure the integrity of the investigation.

Within ten (10) work days of an employee's suspension, the District will meet with the employee to inform him or her of the issue(s) under investigation unless it is a criminal investigation.

- III. Investigatory Meetings

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

No discipline may be imposed during an investigatory meeting.

IV. Discipline

Without limiting the District's right to impose an appropriate level of discipline, including discharge, when the seriousness of the offense warrants, the District recognizes the principles of progressive discipline.

Discipline results in a written document placed in the employee's personnel file. (Documentation confirming an oral conversation does not constitute discipline.) The employee shall have the opportunity to read and sign any disciplinary 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 of reprimand indicating loss of pay

Level 4 – a written letter indicating a recommendation for termination

Discipline is issued at a formal meeting scheduled by the supervisor. The teacher must be apprised of his/her right to request the presence of an Association representative. Whenever possible, the meeting will be scheduled at a mutually acceptable time after the student contact day. When a request for representation in the above circumstances is made, no action shall be taken for one work day with respect to the teacher without the presence of an Association representative. The meeting will be held within two (2) work days of the notice to the teacher that a meeting is required.

Teachers shall not be disciplined in the presence of staff, parents, or students.

502 PREPARATION PERIOD

- I. All secondary, including middle school, teachers shall be allotted one (1) class period within each student school day for preparation of professional assignments.

Teachers in high schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred fifty (250) minutes a week, in blocks of time of not less than fifty (50) consecutive minutes, nor more than one hundred (100) consecutive minutes, to be distributed throughout the student contact week. Teachers in middle schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred twenty-five (225) minutes a week, in blocks of time not less than forty-five (45) consecutive minutes, to be distributed throughout the student contact week.

- II. All elementary teachers shall be allotted at least thirty (30) consecutive minutes for preparation at the beginning of the teacher work day.

In addition, the principal will schedule one hundred eighty (180) minutes of preparation time per week during the student contact day. Prep time will be scheduled in blocks of not less than thirty (30) consecutive minutes, and no more than sixty (60) minutes will be scheduled during any one (1) student contact day. The schedule will be created for a normal week. This is contingent on the continuation of the present funding for counselors, and specialized instructors for music and physical education classes.

In any elementary school where physical education and music are not provided the principal/head teacher will endeavor to schedule the preparation time during the student contact day.

- III. A written schedule indicating each teacher's preparation time shall be distributed to each teacher prior to the first student contact day and within five (5) workdays of any schedule change.
- IV. Over the course of a week principals will make every reasonable effort to accommodate preparation time missed due to scheduled early-release Districtwide professional development.

503 LESSON PLANS

Lesson plans for each week's instruction shall identify objectives, and be consistent with the District curriculum guides and Board policies and regulations. Coding of the lesson plan shall not be required unless prescribed as part of the confidential improvement plan.

504 STAFF DEVELOPMENT

Teachers shall be encouraged to be active participants in the processes of planning, developing, organizing, and conducting professional development (inservice) programs, as well as being fully engaged in these learning opportunities.

Each building will establish a professional development committee. The committee will make suggestions regarding the use of the professional development days allocated to the building. The suggestions will be forwarded to the building principal.

No teacher shall be required to plan, develop, organize, or conduct professional development (inservice) programs and/or presentations. Teachers may be required to evaluate a professional development (inservice) program or presentation. The District and the Association shall continue to use a Staff Development Committee to address the process of staff development and to ensure that professional development (inservice) days and other staff development activities provide relevant and high quality staff development experiences.

505 PARTIAL STUDENT ATTENDANCE DAYS

Students will be released after completing the state minimum number of hours for a student contact day at the end of the first and third quarter, so that teachers can prepare quarterly reports. Students will also be released early during the last three (3) student attendance days of each semester for the purpose of finalizing grade/progress reports. Meetings or other activities requiring teacher participation may occur during this time only in the event of extenuating circumstances.

Some teacher positions do not require preparation of grade/progress reports. Teachers in these positions may be required to participate in professional development or planning activities.

506 TEACHER WORK DAY

The teacher work day is defined as the time the teacher is required to be at an assigned building(s) and will consist of seven (7) hours, including thirty (30) minutes before and after the student contact day excluding a thirty (30) minute duty-free lunch as defined in AS 14.20.097. Each week will include an additional thirty (30) minutes of time for the purpose of Professional Learning Community meetings.

The teacher working less than a full-time contract will need to be in attendance for professional development and inservice days. The teacher working less than full-time should be on site at least fifteen (15) minutes before and after the student contact day.

Duties required beyond the regular teacher work day may not exceed forty (40) hours during weeks that include staff meetings, two (2) evening occasions, and a maximum of two (2) parent-teacher conference evenings.

Duties required of the teacher beyond the scheduled thirty-seven and one-half (37 ½) hours per week [seven (7) hour work day and thirty (30) minute duty free lunch] required of the teacher, except for staff meetings, two (2) evening occasions, PLC's and a maximum of two (2) parent-teacher conference evenings per year, shall be paid at the teacher's regular per diem rate.

1. Staff Meetings:

Staff meetings will be limited to two (2) per month as scheduled by the principal. Staff meetings will not exceed thirty (30) minutes beyond the regular work day.

2. Professional Learning Community (PLC) Meetings:

Four hours per month, inclusive of the additional thirty (30) minutes of time for the purpose of PLC meetings, will be dedicated to PLC time and shall be scheduled by the PLC and approved by the principal. (Middle schools have the option of scheduling PLC meetings at the beginning of the work day.)

The established PLC time will be dedicated to goal-oriented, professional collaboration supported by administration. PLC groupings, topics, outcomes and demonstrations of progress (e.g. artifacts, common assessments, work products, meeting notes) will be determined by shared leadership among teachers, principals and District administration. This work will focus on student learning and improved teacher practice. It's the responsibility of the principal to ensure the integrity of the PLC time.

3. Evening Meetings:

Two (2) evening occasions and two (2) parent-teacher conference evenings may be required per year.

[Scheduled means at least twenty-four (24) hours' notice by the principal.]

507 CONTRACT YEAR

For the duration of this Agreement, the calendar shall not exceed one hundred eighty (180) student attendance days plus four (4) teacher workdays and school holidays as defined in AS 14.03.050.

508 GRADE DETERMINATION

I. Grade Determination

The teacher shall be responsible for determining grades within the grading policy of the District. A teacher's grades are expected to be consistent with the teacher's written syllabus, grading policy and /or rubrics.

Other than by decision of the standing grade committee, no teacher-assigned grade shall be changed except by the teacher involved if currently employed and available. Teachers are authorized to consider grade changes because of student or parent appeals if appeals are made within fifteen (15) work days after grades are delivered or mailed. If appeals are made after fifteen (15) work days, a teacher decision to change a grade requires the concurrence of the Superintendent.

In the event of an appeal, the principal will work with the teacher in an effort to resolve the issue. If the teacher and principal are not successful in resolving the appeal, it may be referred to the Standing Grade Committee whose decision will be final. The committee will be composed of three (3) teachers and two (2) principals who will serve for two (2) years. The FEA President and the Superintendent shall agree on the committee appointees.

Grading criteria that are appropriate and equitable to a special needs student may be developed by the IEP team.

II. Grade Reporting

Quarter grades shall be submitted at the close of the third teacher work day subsequent to the end of the first and third quarters; and semester grades shall be submitted at the close of the second teacher work day subsequent to the end of the first semester grading period, or at the end of the last teacher contract day.

With training and effective computer support, the teacher will enter grades using the District's technology. Using professional judgment teachers are expected to report the grade on student assignments in a reasonable and timely manner, normally within two (2) weeks.

III. Teacher Narratives on Student Report Cards – Grades K through 8.

1. After a teacher submits student report cards to the principal at the close of business as referenced in Section II of this Article, the principal may review each student report card.
2. If the principal wishes to suggest a correction or change in the narrative, he or she will do so by attaching a note to the original indicating the suggested change.
3. If the subject of the suggested correction or change is a minor oversight (for example a space, comma, omitted letter) that does not detract from the meaning of the narrative, it is understood the teacher will use his or her discretion as to whether or not to correct the narrative.
4. If the subject of the suggested correction or change is an egregious error that impacts the reader's ability to decode the meaning of the word or sentence, or if the content of the narrative, in tone or meaning, risks violation of standards regarding confidentiality, ethics, or professional judgment, it is understood that the principal, through consultation with the teacher, may require a change in the narrative.

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

510 HAZARDOUS AND UNSAFE CONDITIONS

No teacher shall be required to search for a bomb or other destructive device. Teachers shall be notified as soon as possible of any known hazards or threats.

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 teachers of the results of environmental testing concerning District facilities.

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

No teacher shall be required to administer non-emergency medication or medical treatment.

511 BUILDING ACCESS

A procedure shall be developed in each building for teachers to sign out keys or door access cards.

The procedure shall include, at minimum, a method whereby teachers can obtain access to their rooms after school hours upon giving at least three (3) hours' notice for school days, or by one (1) p.m. on Fridays for weekends.

The principal of each building will determine the number of keys/access cards available to ensure that each teacher desiring building access has access. Reasonable access will be maintained as much as possible; however, the District reserves the right to restrict building access for security needs.

512 WORK RELATED INJURY

I. Injury Sustained by Assault

Any teacher 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 Report form provided by the District and give to his/her immediate supervisor as soon as possible. The employee is required to complete a Report of Occupational Injury or Illness form.

Whenever a teacher 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 teacher will be paid full salary and benefits 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.

*Assault is 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.

II. Workers' Compensation

An employee who is injured in the course of performing employment duties is required to complete a Report of Occupational Injury and Illness form and Workers' Compensation Claim within three (3) work days of the incident and submit the forms to the employee's supervisor. 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) days after an employee begins receiving workers' compensation benefits, the employee shall be permitted to use sick 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 length of time a teacher 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 teacher may, as determined by the District and consistent with applicable law, be terminated, non-retained, or dismissed.

III. Length of Leave

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

513 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.

It is the intention to have building entrances lit when employees are in the building. It is recognized, however, that since teachers may have access to their building during non-custodial hours, building entrance lights and/or parking lot lights may not be lit at all times when teachers are in their buildings.

514 CLASSROOM VISITS

Subject to the approval of both a teacher's building administrator and the receiving building administrator, upon request, a teacher shall be granted professional leave with pay to visit another classroom. Leave taken shall be from the professional leave building allocation as determined by the District. The District will provide a substitute for the visiting teacher.

515 EMERGENCY SCHOOL CLOSURE

In the event of an emergency school closure, the District and the Association 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.

516 CLASSROOM USE

Whenever possible, teachers who are assigned to one (1) classroom for the majority of the work day will be given twenty-four (24) hours advance notice when the room will be used by non-District personnel. The notice will include the name and phone number of the person responsible for the classroom use, and the date and time when the use will occur. Whenever possible, and in accordance with District administrative regulations, school-related activities shall take precedence over all other community activities.

517 CLASSROOM MOVES

Teachers required to move from their work areas shall be provided notice five (5) work days in advance and shall be compensated under the terms of Article 105.

518 CLASSROOM SAFETY

- I. There will be an annual review of discipline procedures. Policies pertaining to student behavior will be accessible to teachers. Teachers will have full opportunity to recommend policies and regulations pertaining to student discipline. Building procedures for maintaining student discipline shall address standard methods and expectations regarding temporary removal of students from the classroom, as well as methods and expectations for unusual breaches of discipline including, but not limited to, intentional physical assault and weapons possession.
- II. Incidents of verbal and/or physical assault of teachers shall be documented by the principal. Principals will report the incident to law enforcement authorities as appropriate.
- III. Teachers shall be informed of assigned students who have a documented history of violent behavior that poses a threat to students and/or staff.
- IV. Teachers 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, or restraint, for students with special needs.
- V. Teachers may not have physical contact with students in the context of disciplinary action.

519 TEACHER DEPENDENTS AND SCHOOL SELECTION

A teacher may elect to have his/her children attend the school where the teacher is assigned to teach.

520 SCHOOL BUILDING BUDGET INFORMATION

Upon request, teachers assigned to a particular school shall be given an opportunity to review the school's adopted budget. The building principal may set forth a reasonable time and place for such review.

521 EDUCATIONAL EXCELLENCE FOR TEACHERS AND STUDENTS COMMITTEE

An advisory committee will meet at least two (2) times during the school year outside of the

student instructional day for the purpose of providing input and feedback to the Superintendent as to the effect of federal, state and District initiatives and mandates on student performance and on teachers. Input will include any changes to the teacher evaluation process or evaluation handbook.

The committee will be established each school year and will be comprised of three (3) elementary teachers, three (3) secondary teachers, and three (3) principals. District office personnel will be included as determined appropriate by the Superintendent. Teachers shall be selected in conjunction with the FEA President. Principals and District office personnel shall be selected by the Superintendent.

If the issues to be discussed are specific to either elementary or secondary, the committee may convene with only the affected teachers, e.g. elementary or secondary, and a reduced number of principals and District office personnel.

522 SHARED TEACHING

- I. Teachers who are on active status may volunteer for shared-time assignments by making application to the District Human Resources Department on or before March 1 for the ensuing year.
- II. All shared-time assignments shall be for one (1) school year, commencing at the beginning of the school 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, termination, or commencement of an unpaid leave of absence of one (1) or both of the teachers sharing the assignment. In case of such resignation or termination, or unpaid 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 teacher partner to return to full-time status.
- III. A shared-time assignment may be continued for an additional school year with the discretionary approval of the Superintendent.
- IV. 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.
- V. The termination of shared-time assignments by the Superintendent shall not be considered an involuntary transfer.
- VI. Compensation
 - A. Shared-time teachers shall be compensated at a rate of .4 to .6 of the salary they would be entitled to if they held a full-time assignment, based on the number of classes/hours assigned. (Shared-time assignments can only be split on the basis of .4 and .6 or .5 and .5, or by semester.)
 - B. Shared-time teachers shall have the same insurance benefits as part-time teachers. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full-time teacher for the same position. In order for the cost of benefits not to exceed the cost of covering one employee, the employer's share for the second person of the job share must be made up by the job share employees.

- VII. Shared-time teachers will divide preparation/planning time, but their total preparation/planning time will not exceed the preparation/planning time of a full-time teacher.

The duty time for shared-time teachers when added to the duty time of their shared-time partner, where appropriate, shall equal a full-time assignment.

Shared-time teachers will be required to attend staff meetings, all parent conferences, evening occasions, and professional development (inservice) days. No extra compensation shall be paid for the fulfillment of these duties.

- VIII. Shared-time teachers will be allowed to share time by teaching one (1) semester and having the shared-time partner teach the other semester. These shared-time teachers shall be considered on leave without pay for the semester not worked. It is understood that these teachers are under continuing contract and are not eligible for unemployment compensation. These shared-time teachers will receive one (1) year of experience credit for every two (2) semesters actually worked. Teachers who wish to be covered by the District health benefits plan shall pay one-half (1/2) the annual premium before the semester of leave without pay begins.

- IX. When a shared-time assignment will not be continued the following year, the teacher who originally held the shared position shall be returned to full-time status in that position. The other teacher shall be returned to a position in the District and may apply for a voluntary transfer.

When neither teacher previously held the position or the position will not continue, teachers may apply for voluntary transfer. A teacher who occupied a full-time position prior to sharing an assignment shall be returned to a full-time position. A teacher who occupied a part-time position prior to sharing a position shall be returned to a part-time position at the option of the District.

- X. Seniority

Each teacher participating in shared-time will receive full seniority credit.

- XI. Sick Leave Days

1. Teachers in a shared-time position will receive prorated sick leave days.
2. Absences shall be deducted on a prorated basis.

600 SPECIAL PERSONNEL

601 TEACHER LEADERSHIP POSITIONS

- I. Definition

Teacher Leadership is defined as the additional duties that are taken on by teachers to influence the school culture, policies, and practices in a positive manner that support student learning.

- II. Conditions

Elementary and Secondary schools with two hundred (200) students or more may establish a Teacher Leadership Team. Teachers Leadership Teams may be established using the following scale:

Student Count (based on Projected Enrollment)	
<200	At Superintendent's discretion
200-599	3 positions
600-799	5 positions
800+	6 positions

Membership on the Teacher Leadership Team will occur through a bi-annual application process. Building principals will review applications of interested teachers and will be responsible for selection of Teacher Leadership Team members. Participation on the Teacher Leadership Team will be two year assignments and will be limited to four (4) consecutive years. A teacher who serves for four (4) years may reapply for consideration of participation after two (2) years of not participating as a team member.

Teacher Leadership Teams' meetings and objectives shall be established by the building principal.

III. Contracts

A Teacher Leadership Team member shall be paid a stipend of three thousand dollars (\$3,000) per year. Payment will be split into two (2) equal installments: the first within two (2) District paydays following the end of the first semester and the second within two (2) District paydays following the end of the second semester. Team members directed to work additional days before or after the school year shall be paid at the teacher's per diem rate within two (2) District paydays following completion of the additional days.

IV. Duties

Teacher Leadership Team member duties may include, but not limited to:

- Attend leadership team meetings consistently and maintain accurate notes to share
- Serve as liaison between administration and staff members
- Provide input in the development and review of curriculum
- Assist in the development and new initiatives for effective learning and teaching
- Model innovation and effectiveness in instruction
- Provide input to the Principal regarding the instructional budget
- Provide input to Principal on selection of new faculty members
- Provide input to Principal in development of master schedule for building
- Coordinate student intern assignments with Principal
- Mentor or identify mentors for new teachers in the building
- Support curricular alignment and implementation through PLC and collaboration
- Inventory and secure instructional materials and supplies
- Coordinate equipment use and repair
- Provide input to Librarian regarding book order or media orders
- Coordinate AV/technology use, training within the site
- Facilitate communication with the Counseling Department regarding scheduling
- Participate in parent/teacher meetings with other staff members and counselors, when requested for the purpose of mediation between parents and teachers.
- Assist other teachers, as needed, in the review of student achievement data

Team members shall not be responsible for evaluation of teachers.

602 SUBSTITUTES

Teachers will utilize the District's automated substitute calling system to inform the District of absences and to notify the District when a substitute is needed.

In the event a teacher becomes ill during the duty day, the teacher shall notify the principal when a substitute is needed. Qualified substitutes will be provided for absent teachers whenever possible.

No teacher will be required to arrange for his/her substitute, but a teacher may recommend a particular substitute. No teacher will be required to substitute for another except in an emergency. When, at the direction of the administration, a teacher is required to supervise a class during their normal preparation time (as provided in Article 502) the first supervisory assignment per year will not receive additional compensation. Subsequent supervision of a class not assigned to said teacher, during the teacher's preparation time in the same year, shall result in additional compensation to the teacher. Additional compensation will be provided at the B+0 hourly rate, paid to the nearest quarter hour. The administrator will process the necessary form for the teacher to be compensated within thirty (30) days.

603 PRESERVICE UNIVERSITY/COLLEGE STUDENTS

Teacher acceptance of preservice university/college students (student teachers, methods students, and/or student observers) shall be voluntary.

604 ACTING PRINCIPALS/HEAD TEACHERS

The District retains the sole discretion to determine when and under what circumstances an acting principal or acting head teacher is appointed. A teacher shall have the right to decline any such requested appointment. If the appointment is for one-half (½) or more of the school day, the District may provide a substitute for the teacher's class.

Acting principals or acting head teachers shall not be responsible for evaluation of teachers.

605 SPECIAL EDUCATION MEETINGS

Student support team, eligibility, and Individualized Educational Program (IEP) team meetings for all team functions, shall be scheduled during the teacher work day, excluding preparation time, whenever possible. If parents/guardians cannot attend such meetings during the teacher work day, then the teachers involved will be allowed "time off" equal to the extra time spent for such meetings conducted outside of the teacher work day so long as:

1. Advance, written notice of such meetings has been given to the teacher's principal. The invitation to the meeting is an acceptable notice.
2. Within four (4) days after the meeting, the teacher submits to his/her principal written notice of its duration. Email notice may be used.
3. The teacher is not on an extended contract or Memorandum of Agreement for time beyond the teacher workday.

Failure to provide notice shall cause the teacher to lose his/her right to any compensatory time off. The teacher and principal shall mutually agree when compensatory time may be taken. A teacher may take compensatory time on building professional development (inservice) days with

the agreement of the principal, but compensatory time shall not be used on Districtwide professional development (inservice) days. In addition, a teacher may take compensatory time off during the thirty (30) minutes before or after the student contact day, and on one of the four days designated as a workday without student attendance only when all required reports and/or grades have been completed and turned in to the responsible authority.

On the scheduled workdays without student attendance, teachers shall not be required to attend student support team, eligibility, or IEP meetings.

The parties agree that any compensatory time accrued during one (1) school year must be used or converted to personal leave before the end of the following school year or shall expire.

If a teacher accrues more than one half day (3.5 hours) of compensatory time during any school year and has not been able to take compensatory time off, the teacher may, after April 15, convert those hours to personal leave in half day (3.5 hours) increments.

Converted personal leave days may be cashed out in accordance with Article 303 of this Agreement.

606 SPECIAL EDUCATION SUPPORT

If special education teachers need assistance in order to complete mandatory special education paperwork, they may make a request for assistance to their building principal. The written justification for the request will be submitted for review and approval to the building principal and the Executive Director of Special Education. If approved, assistance may include support from Administrative Center testers or the assignment of temporary special education teacher aides or substitute teachers.

700 CONTRACT PROVISIONS

701 DURATION

This Agreement and each of its provisions are binding and effective as of July 1, 2016, and shall continue in full force and effect until June 30, 2019.

702 PUBLICATION OF AGREEMENT

This Agreement shall be available on the District web site within forty-five (45) days after the Agreement is signed. The document shall be jointly proofread by the District and the Association prior to signing.

Copies of the Agreement shall be printed and provided to the Association for distribution to all teachers. The District shall furnish two hundred (200) additional copies of the Agreement to the Association.

703 CONFORMITY TO LAW

If any provision of this Agreement is found at some future time to be illegal, only that portion deemed illegal shall be stricken from the Agreement with all other provisions remaining in full effect.

The parties to this Agreement will meet no later than ten (10) days after such finding for the purpose of renegotiating any affected provision and that provision only. This time limit may be extended by mutual agreement.

704 GRIEVANCE PROCEDURE

I. Definitions

- A. A "grievant" shall mean a teacher, group of teachers, or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that dispute or disagreement exists involving interpretation or application of the terms of this Agreement.
- C. "Days" shall mean teacher work days, except as otherwise indicated. Unless otherwise mutually agreed, grievance timelines will be suspended outside of the teacher contract year.

II. 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 (1) step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

III. Appearance and Representation

- A. The District and the Association will cooperate in the investigation of any grievance. See Appendix A.
- B. The Association shall be notified of, and may be represented at, any scheduled meetings, hearings, appeal, or other proceedings relating to a grievance which has been presented.
- C. If in the judgment of the Association a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance to the Superintendent. The grievance shall be filed at Step 2 within ten (10) days of the time the grievance arises. The grievance may be processed through all levels of the procedure even though there is no individual aggrieved person who wishes to do so.

IV. Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any teacher 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 this Agreement.

- B. A grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option by an Association representative selected by the Association.
- C. Should there be any costs associated with representation of the grievant, they shall be borne by the grievant or the Association, except as otherwise specified.
- D. Nothing contained herein shall deny to any teacher his/her rights under the state or federal constitutions and laws.

V. Procedure

Informal

The parties in interest acknowledge that it is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communication. Accordingly, within ten (10) days of the time a grievance arises, the teacher, either individually or accompanied by an Association representative, will present the grievance to his/her supervisor. Within five (5) days after the presentation of the grievance, the supervisor shall give his/her answer orally to the teacher and the Association.

Step 1

- 1. Within three (3) days of the oral answer if the grievance is not resolved, it may be stated in writing and lodged with the supervisor who shall arrange for a meeting with the grievant within five (5) days.
- 2. The statement of grievance shall name the teacher involved, shall state the facts giving rise to the grievance, and shall state the contention of the teacher and the Association with respect to any violation of this Agreement and shall indicate specific relief requested. Within three (3) days after the aforementioned meeting, the supervisor shall communicate his/her answer to the grievant and the Association in writing.
- 3. A Step 1 meeting shall involve a discussion between both sides regarding the evidence, witness testimony, rationale for discipline determined and other aspects of the case with the intent to resolve the grievance.

Step 2

- 1. If the grievance is not resolved in Step 1, the grievant may within five (5) days of receipt of the supervisor's answer submit to the Superintendent or his/her designee a written statement of grievance by the grievant. A copy shall be given to the supervisor involved at the same time.
- 2. The Superintendent shall arrange for a hearing with the grievant to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation any witness necessary to develop facts pertinent to the grievance.
- 3. Upon conclusion of the hearings, the Superintendent will have ten (10) days to provide an answer in writing, together with the reasons for the decision to the grievant and the Association.

4. If the grievance is not resolved at Step 2, Step 3 may be followed.

Step 3 Binding Arbitration

1. If the Association or the District determines that the grievance involves the interpretation, meaning, or application of any provision of this Agreement, within fifteen (15) days after the receipt of the decision by the Superintendent in Step 2, Item 3, the Association or the District, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to the arbitrability, such questions 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) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a ten (10) day period, a request for a list of arbitrators will be made jointly 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. The arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
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 Association, its members, the teacher or teachers involved, and the Board. The Association shall discourage any attempt of its members and shall not encourage or cooperate in any appeal to any court or labor board from a decision of an arbitrator.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
6. The arbitrator shall award no punitive damages.

800 ASSOCIATION RIGHTS

801 ASSOCIATION LEAVE

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

Only the Association president or his/her designee may authorize use of Association leave.

802 ASSOCIATION REPRESENTATIVE RELEASE TIME

Whenever any representative of the Association or any teacher is mutually scheduled by the parties to this Agreement to participate during work hours in negotiations or grievance proceedings, he/she shall be granted release time and suffer no loss in pay.

803 ASSOCIATION USE OF DISTRICT FACILITIES

The Association'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 that there will be no rental charge except where extraordinary costs are incurred.

The Association shall have the right to use the bulletin board in each faculty lounge and in the central office of each building.

The Association shall have the right to use the school mailboxes in each building. The Association shall label all mail with the Association name and return address.

Interschool mail may be used for Association communications when they pertain to the business of the District and the Association. The Association office shall be a stop on the District mail route.

The Association may establish a LISTSERV with a private provider and utilize the District email for routine communication. The District reserves the right to limit Association email communication depending on volume or content, if not routine.

The Association shall be permitted to fax messages concerning non-District business to its members. Communications sent by the Association to its members by fax will be placed in the employees' mailboxes or distributed in the same manner as telephone messages.

The Association 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 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.

804 NONJEOPARDY

No teacher shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association membership or activity.

805 ASSOCIATION RECOGNITION AND SECURITY

The recognized rights and the granted privileges of the Association as the exclusive bargaining agent for teachers shall not be enjoyed by any other teacher organization.

806 AGENCY FEE

I. The District, as a condition of employment, agrees to deduct an annual fee, equal to the unified teaching profession dues, fees, and assessments, in equal installments corresponding with each paycheck from the pay of any teacher who does not become a member of the Association. Following such authorized deduction, the District shall transmit these agency fees directly to the Association along with the dues withheld by the District for members in good standing.

- II. Consistent with AS 23.40.225, a teacher who objects to payment of an agency fee may apply for an exemption. Upon order by the State of Alaska Labor Relations Agency, the Association after payroll deduction will pay an amount equal to the representation fee to a charity or scholarship fund. The Association shall forward to the charity or scholarship of its choice the fees deducted by the District and shall provide proof of payment to the Labor Relations Agency.
- III. If a teacher contract is terminated or a teacher resigns before all of the annual fee is paid, the balance of the fee will be deducted from the last paycheck.
- IV. The Association agrees to indemnify and hold the Board harmless against any liability and pay all costs and attorneys' fees which may arise by reason of any action taken by the Board in complying with the provisions of this article.
- V. The District will notify the Association of all new teachers, and of those resigning or whose contracts are being terminated.

DRAFT

APPENDIX A

APPLICATION OF ARTICLE 704 GRIEVANCE PROCEDURE
SECTION III APPEARANCE AND REPRESENTATION, PARAGRAPH A

The Fairbanks Education Association (FEA) and the Fairbanks North Star Borough School District agree as follows:

The language of Article 704 Grievance Procedure, Section III Appearance and Representation, paragraph A, "The District and the Association will cooperate in the investigation of any grievance." will be applied as follows:

1. The District and Association agree to share any factual information relevant to the case at issue within a reasonable timeframe that will assist each party in the understanding and development of their respective positions. Examples of this type of factual information may include but are not limited to:
 - a. If selection of applicants in a transfer situation is an issue, the District would provide information regarding the endorsements/degrees/experience and length of service of the applicants for the position as requested by the authorized Association representative.
 - b. If IEP requirements of students in a classroom are an issue, the District would provide relevant information as requested by the authorized Association representative.

It is understood between the parties that the factual information will be provided within the legal and ethical constraints of confidentiality.

It is understood that the Association will likewise provide any relevant factual information in possession of the grievant and/or the Association as requested by the authorized District representative.

2. The parties understand they will not be required to provide:
 - a. investigatory notes,
 - b. interview notes,
 - c. public documents available at a library and/or on the Internet, or
 - d. other "work product" notes or documents.

(If such documents are used as evidence in a hearing, they will be provided as per #3 of this appendix.)

3. The parties agree that they are willing to dialogue on subjects that include, but are not necessarily limited to:
 - a. information regarding the parties' respective theories of the case,
 - b. names of witnesses and a synopsis of each witness' testimony, or
 - c. list of documents each party expects to submit. (Copies of these documents will be made available if requested.)

4. The parties agree the purpose of the contract provision is to set an expectation of cooperation and open communication. It is agreed it is not in the interest of either party to surprise or entrap the other; and the purpose of this appendix is to articulate an understanding that each party will communicate openly with the other in a good faith effort to resolve disputes.
5. The parties further recognize each party reserves the right to alter or supplement previously provided information; and neither party agrees to be impaired by a strict interpretation of these provisions so as to hamper rather than promote preparation for a full presentation at a grievance hearing.

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APPENDIX B

BUILDING FILES

It is understood that principals may have confidential “building files” separate from the Human Resources’ personnel files. Principals may keep in these files documentation and performance information that may be used in the evaluation process. A typical building file may include:

1. Observation notes from formal and informal observations
2. Parent, staff and student feedback regarding the employee’s job performance
3. Conferencing documentation (notes of meetings)
4. Documentation confirming a conversation or topic of consultation with a teacher
5. Copies of documents kept in the Human Resource personnel file relating to the teacher’s evaluation.

All documents in a building file must be dated and signed by the person creating the document.

Building files are a collection point of conversations, observations, letters, and notes which help in the evaluation process. It is understood teacher evaluation occurs annually in accordance with the Teacher Evaluation Handbook.

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 all written documents pertaining to employee discipline are kept in the personnel file.

An employee’s building file remains in the custody of the principal in the building where the information was generated. If a teacher transfers to a different building, a new file may be generated at the new building.

It is understood that when a teacher transfers into the building, a receiving principal has the right to ask the previous principal about information in the building file. This will also apply when a teacher is taking an SAS, MOA, or other temporary assignment.

The building file of a tenured teacher will be purged of disparaging material subsequent to three (3) years of consecutive annual evaluations as a tenured teacher with an overall Meet Standards rating. (It is understood then that after May 1 of the third consecutive annual evaluation of a tenured teacher that Meets Standards, derogatory material more than three years old will be destroyed no later than the first day of the next teacher contract year.)

Building files may be reviewed by teachers upon request and reasonable notice. A teacher will receive a copy of requested material in a timely manner.

A building file may be maintained up to five years after a teacher resigns or retires.

It is understood that a principal’s “investigatory notes” are separate from the building file. Investigatory notes relate to a specific concern about a teacher’s conduct or performance. Investigatory notes are not subject to review by the teacher. Investigatory notes will be destroyed when all administrative and/or contractual procedures related to the concern have been exhausted.

LETTER OF UNDERSTANDING
FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

FAIRBANKS EDUCATION ASSOCIATION

PLANNING TIME

The District and the Association acknowledge the value of teacher planning and staff development time focused on issues of academic achievement and student success. For the duration of this agreement, the District will provide at least two (2) two-hour blocks of time for planning. Building principals will approve meeting agendas proposed in advance by teachers, and will review group-work-products following the planning sessions.

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LETTER OF AGREEMENT

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

FAIRBANKS EDUCATION ASSOCIATION

The District and the Association agree to address, during the term of this Agreement, the parameters of Article 203, *Child Care Leave* and Article 306, *Sick Leave*, for the purposes of clarification and compliance with Federal and State Family Medical Leave law. The District and the Association will work collaboratively in this process, appointing specific individuals to serve as representatives of the parties for this purpose.

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