

Education Support Staff Association
Initial Proposal

Submitted by the
Fairbanks North Star Borough School District
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ARTICLE 1 - RECOGNITION

1.1 General Recognition

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

1.2 Classifications Exempt from the Agreement

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

1.3 Regular Education Support Employee Definition

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

1.4 Designation of Status of New Positions

Upon the creation or establishment of any new position, the District shall designate whether the position is to be included within the bargaining unit or to be exempt therefrom. The District shall notify the ESSA within ten (10) workdays of the creation of a new job description within the bargaining unit or designated to be exempt from the bargaining unit.

1.5 Designation of Status of New Exempt Position

- a. The following criteria will be used to determine if a position is exempt. A position shall be designated as exempt if any one of the following criteria is met.

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

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

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

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

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

These criteria are to be narrowly construed.

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

ARTICLE 2 – ORGANIZATIONAL RIGHTS

2.1 Right to Organize

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

2.2 Exclusive Negotiations with the ESSA

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

2.3 The ESSA Business Leave Bank

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

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

If a substitute cannot be employed to cover the absence, the District reserves the right to deny the leave request or the meeting should be rescheduled for outside of the student instructional day.

2.4 Access to Employees

An ESSA representative may be granted access to employees who are members of this bargaining unit during work hours. Such access will be with the concurrence of the employee's immediate supervisor and no substantial interference with job performance will ensue. Such access may be postponed.

2.5 Pertinent Information

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

2.6 The ESSA Use of School District Facilities

- a. The ESSA's use of district facilities is subject to the same rules and procedures as is any other body eligible for such usage. It is agreed there will be no rental charge except where extraordinary costs are incurred.
- b. The ESSA officers shall have the privilege of using designated bulletin boards for the posting of clearly identified ESSA materials.
- c. Interschool Mail
 1. The ESSA shall be a drop on the district mail route for the sole purpose of communicating between the ESSA and the District.
 2. The ESSA shall have the right to use the school mailboxes in each building for the purpose of distributing ESSA information to its members. The ESSA shall clearly label the information to be distributed to members with the ESSA name.
- d. The ESSA may establish a listserv with a private provider and utilize the district email for routine ESSA communication. The District reserves the right to limit the ESSA email communication depending on volume or content, if not routine.
- ~~e. The ESSA shall be permitted to fax messages concerning ESSA business to its members. Communications sent by the ESSA to its members by fax will be placed in the employees' mailboxes or distributed in the same manner as telephone messages.~~
- f. The ESSA agrees to indemnify and save the District harmless against any liability arising from any action taken by the District to comply with the provisions of this article including the reimbursement of any legal fees, back pay, or expenses incurred. This indemnification shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of negligence or willful misconduct by the District.

2.7 The ESSA Representative Release Time

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

2.8 The ESSA President's Leave

The employee who is elected president of the ESSA shall be granted a leave with pay, fringe benefits, and seniority accrual for the term of the president. The leave shall be for complete school years and cannot be taken in conjunction with any other leave. Other paid leaves do not accrue during this leave. This paid leave will be provided for the contract days of a twelve (12) month employee. A nine (9) or ten (10) month employee who is elected president will have the contracted number of days, pay and benefits extended commensurate with a twelve (12) month contract. A nine or ten (10) month employee will return to the nine (9) or ten (10) month status at the end of the president's term.

ESSA agrees to reimburse the costs of pay and benefits of the elected president. ~~The ESSA 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 the cost of the president's salary. The benefit rate includes an amount for health and life insurance, unemployment insurance, workers' compensation, PERS, and FICA. PERS eligibility is subject to state rules governing retirement benefits.~~

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

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

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 Appearance Before the District

a. Investigatory Meetings

When an administrator has an investigatory meeting with an employee that could result in subsequent discipline for the employee, the employee may have a representative present. The employee and ESSA President will be notified when an investigation is initiated. The District will also notify other parties identified by the ESSA President, but limited to the UniServ Director and ESSA Rights Chair. The written notice will include the reason for the investigation. The confidentiality of the employee throughout the investigation will be protected.

The representative for investigatory meetings may confer with the employee before and after the interview and may clarify the questions or statements of the District for the employee's benefit during the interview.

The investigatory meeting is an opportunity for the employee and supervisor to discuss the concerns outlined in the written notice of the meeting. The employee will have an opportunity to respond to the complaint and submit any documentation related to the complaint. If necessary, the employee will be afforded reasonable time to provide any documentation necessary after the investigatory meeting and before conclusion of the investigation.

No discipline may be imposed during an investigatory meeting.

b. Suspension

Suspension with pay may occur at the discretion of the District for the purpose of conducting an investigation. Such suspension shall not constitute a disciplinary action and shall not waive any rights or protection of the Agreement. In cases of suspensions with pay the investigatory meeting will be held within a reasonable time frame ~~not to exceed five (5) workdays.~~

c. Discipline

1. An employee may at his/her request have a representative officially designated by the ESSA present when he/she is being disciplined for any infraction of rules or delinquency in professional performance. The employee must be apprised of his/her right to request the presence of an ESSA representative. When a request for representation in the above circumstance is made, no action shall be taken for twenty-four (24) hours with respect to

the employee without the presence of an ESSA representative. Whenever possible the meeting will be held within three (3) workdays of the request by the employee.

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

3.2 Just Cause

- a. No regular education support employee, who has completed his/her probationary period, shall be disciplined, or terminated without just cause.
- b. Any employee charged with the use, possession, distribution, or transportation of unlawful drugs, controlled substances, or hallucinogens shall be suspended from employment pending an investigation by the police or school authorities. Until the conclusion of the District's investigation, the suspension shall be with pay.

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

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

3.3 Uniform Application

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

3.4 Equitable Treatment

- a. Without limiting the District's right to impose an appropriate level of discipline, including termination, when the seriousness of the offense warrants, the District will practice the principles of progressive discipline.
- b. In any disciplinary action, the specific incident must be cited and the employee must be permitted to respond to the incident if he/she so desires.
- c. Discipline results in a written document placed in the employee's personnel file. The employee shall have the opportunity to read and sign the document prior to its placement in the personnel file.
- d. The employee receiving a letter indicating termination has the right to appeal that decision through the grievance process (Article 5). The appeal must be filed with the Superintendent (Step 2) within ten (10) workdays unless the employee declines further action.

"Progressive discipline" normally means at:

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

3.5 Employee Dependent and School Selection

At the start of each school year employees may elect to have his/her child attend the school where the employee is assigned to work.

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definitions

- a. A "Grievant" shall mean an employee or group of employees or the ESSA filing a grievance.
- b. A "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement. A grievance occurs after an informal meeting between the employee and his/her supervisor.
- c. A "Meeting" shall mean both parties working together to solve the problem/dispute. Meetings shall not be unreasonably delayed except by mutual agreement. The meeting shall be an effort by both parties in an effort to solve the problem/dispute.
- d. An "ESSA Representative" shall mean a person designated by the ESSA President prior to the meeting.
- e. "Problem/Dispute" shall mean a disagreement between management and employee(s) that leads to an action.

5.2 Time Limits

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

5.3 Appearance and Representation

- a. The District and the ESSA will cooperate in the investigation of any grievance.
- b. Both the District and the ESSA shall be notified of, and may be represented at any meetings, appeals, or other proceedings relating to a grievance which has been formally presented.
- c. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted as long as the disposition of the problem is not inconsistent with the terms of the Agreement.
- d. Each party may be represented at all steps of the grievance procedure by himself/herself or, at his/her option, by an ESSA or District representative.
- e. Nothing contained herein shall deny to any employee his/her rights under the state or federal constitutions and laws.
- f. No reprisal shall be taken against any employee for participating in a grievance procedure.

5.4 Procedure

a. Informal

The parties in interest acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Prior to the filing of a grievance, but within ten (10) workdays of the date the problem/dispute arose, employees will discuss potential problems with their supervisor. Each party may have representation by the union or District present at the informal meeting.

The Employee and supervisor will discuss the presented problem. If the parties are unable to resolve the problem/dispute, the employee may file a grievance.

b. Grievance Filing

1. The grievance process is initiated with the filing of the mutually agreed upon form and after the informal meeting has occurred between the employee and the supervisor. The mutually agreed upon form must be filed within ten (10) workdays. Upon the receipt of the mutually agreed upon form, the District shall schedule a meeting at a mutually agreed upon time within ten (10) workdays.
2. If in the judgement of the ESSA, a grievance affects a group of employees, or the ESSA, the ESSA may initiate and submit such a grievance in writing, the parties may mutually agree to start the grievance process at Step 2 of the procedure.

3. The employee or representative, upon request, shall be granted up to a five (5) work day extension prior to filing the grievance, if requested prior to the conclusion of the ten (10) workdays to file the grievance. The request must provide a rationale on the need for an extension.

c. Step One

The meeting will be comprised of open dialogue to ensure a good faith attempt to resolve the problem/dispute.

Within five (5) workdays after the aforementioned meeting the District shall communicate their answer to the parties in writing.

d. Step Two

1. If the grievance is not resolved at step one, the grievant may within ten (10) workdays submit the grievance in written form to the Superintendent and parties.
2. The Superintendent shall arrange for a step two meeting with the grievant to take place at a mutually agreed upon time within twenty (20) workdays. If the step two meeting is related to a termination of employment, the parties in interest shall have the right to include in the meeting any person necessary to develop facts pertinent to the grievance.
3. Upon conclusion of the meeting, the Superintendent will have ten (10) workdays to provide an answer in writing, together with the reasons to the parties.
4. If the grievance is denied at step two, the parties may jointly decide to meet within five (5) workdays to discuss whether the dispute can be informally resolved.

If the grievance is not resolved at step two, step three - Binding Arbitration may be followed.

e. Step Three - Binding Arbitration

1. Within fifteen (15) workdays after the receipt of the decision by the Superintendent, the ESSA or the District may, upon written notification to the other party, submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to whether the grievance is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
2. Within ten (10) workdays after such written notice of submission to arbitration the District and the ESSA will attempt to agree on a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within a ten (10) work day period, a request for a list of arbitrators will be made 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. He/She shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.

4. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on the ESSA, its members, the employee or employees involved, and the District. 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 of the services of the arbitrator, including per diem expenses, if any, his/her travel, subsistence expenses, and the cost of any hearing room will be borne equally by the District and the ESSA. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE 6 - EMPLOYEE EVALUATION

6.1 Evaluation Purpose

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

6.2 Evaluation Method

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

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

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

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

6.3 Areas of Evaluation

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

6.4 Conditions of Evaluation

The supervisor of record will observe the employee during the evaluation cycle. All observations of the employee's activities for the purposes of evaluation shall be conducted openly and with the employee's full knowledge and awareness.

6.5 Number of Evaluations

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

6.6 Post-Evaluation Conference

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

6.7 Improvement of Job Performance

- a. Any area noted as less than Meets Standards (MS) on the evaluation instrument will be addressed by the evaluator during the evaluation conference so that the employee shall have an understanding of how the improvement(s) can be achieved.
- b. Should the employee's overall performance rating be less than MS, the District shall provide the employee with specific, reasonable written recommendations for improvement. There shall be follow up communication at least once after the evaluation. A written summary of each communication will be given to the employee within five (5) workdays of the communication.
- c. A final evaluation will occur within a period that is not less than forty-five (45) nor more than ninety (90) workdays of the initial evaluation requiring an improvement plan. An employee whose final evaluation does not meet standards may be subject to termination.
- d. Employees on a Plan of Improvement (POI) will not be able to transfer until the employee evaluation reflects a "Meets Standards" rating, unless both site's administrators agree that the POI will be followed and completed.

6.8 Probationary Employee Evaluation

For provisions regarding probationary employee evaluation, see Article 7-8 7.7 Probationary Employees.

6.9 Personnel Files

- a. The employee personnel file at the Administrative Center of the District shall be the only depository of information relating to the employee's employment. Employees shall have the

right, upon request, to review the contents of their personnel files and to receive, at the employee's expense, copies of any documents contained therein. An ESSA representative may, at the employee's request, be present at the review. No secret, duplicate, alternate, or other personnel file shall be kept by the District. A separate file for processed grievances shall be kept apart from the employee's personnel file. Material originating within the District will not be placed in an employee's personnel file unless it is dated and signed by the author. The employee will have the opportunity to read and sign material critical* of an employee's performance and/or conduct before it is entered into his/her personnel file. An employee's signature indicates only that the material has been seen, not agreement to its content. **For the purposes of this article, "critical" shall mean; characterized by careful analysis and judgment.*

Critical material must be shown to the employee within ten (10) workdays after receipt or composition, exclusive of any absences by the employee or supervisor. Any critical material not shown to an employee within ten (10) workdays shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

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

- b. All documents, communications, and records dealing with employee termination shall be removed if the employee is reinstated and absolved. These materials shall be maintained in a separate, closed, confidential file, which shall not be subsequently used or referred to, save as may be ordered by a court of competent jurisdiction. The employee will be made aware of any evaluative information placed in the file and may sign the document. The employee's refusal to sign the document does not preclude the placement of it in the file.
- c. It is recognized by the Association that supervisory files are maintained by the employee's supervisor of record. Supervisory files will not be transferred. Except for corrective emails, memos, and letters addressed to the employee and formal evaluations, supervisory files for all support employees will be destroyed by the outgoing administrator when the administrator is no longer employed at the site. The above corrective documents shall be destroyed after three (3) years from the date of issuance. Employees may view the content of any supervisor's building or site files upon request and reasonable notice.

ARTICLE 7 - WORKLOAD AND CONDITIONS

7.1 Change of Status

a. Notification by Employees

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

b. Notification by the District

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

7.2 Layoffs

- a. All layoffs within a specific job classification (as outlined in the ESSA ~~Salary~~ **Wage** Schedule) initiated by the District for reasons of budgetary limitations or reorganization shall be based on district-wide seniority. (In the event of employees with the same hire date, seniority shall be established by lot.) For the purpose of this article, seniority shall be defined as the total uninterrupted service in the district. For the purpose of this section, unpaid leave shall not constitute a break in service.

The employees in that job classification with the least district-wide seniority will be laid off first, save that if the District determines that a critical person is affected, then the following procedure will be followed:

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

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

In the event of a recall, employees shall be given the opportunity to return to work on a seniority basis within the specific job classification.

- b. The ESSA shall receive a copy of any letters of layoff, reduction of time worked, or recall sent to the ESSA bargaining unit members.
- c. Every reasonable attempt will be made to place laid-off employees in any temporary or substitute positions without penalty. An employee may decline temporary or substitute positions without penalty.

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

7.3 Lunch and Rest Periods

- a. Lunch Break: An uninterrupted, duty-free, unpaid lunch period of not less than thirty (30) minutes nor more than one (1) hour shall be allowed.
- b. Rest Periods: All education support employees will be allowed one (1) paid fifteen (15) minute relief break within every three and one-half (3.5) hours segment of work performed. Those employees required to work a four (4) day work week will be allowed two (2) paid twenty (20) minute relief breaks.
- c. Lunch break and rest periods may be combined and used at the end of the day with supervisor approval. The altered schedule may not negatively impact students.

7.4 Mileage Reimbursement

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

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

- c. No reimbursement will be made for travel to the first duty station of the work day. Travel to subsequent duty station(s) will be reimbursed under the provisions of this section. No reimbursement will be made for travel from the last duty station of the work day.
- d. Information Technology employees whose essential duties require the transportation of District technology equipment will receive a premium mileage rate of ten cents (10¢) in addition to the District mileage rate as determined in paragraph (a.) above.

7.5 Parking

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

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

7.6 Premium Pay

a. Working Foreman and Leads

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

b. Classroom Oversight

When all other classroom coverage options have been exhausted, the principal may ask a classified employee to fill the substitute teacher role. Designation is at the principal's discretion, however, no classified employee will be required to accept a substitute teacher assignment.

Total additional compensation will be in half and full day increments as follows:

Half day (1-3.5 hours): \$15 total

Full day (3.6-7 hours): \$30 total

c. Healthcare Worker Oversight

Registered Nurses (RN) who are required to oversee Licensed Practical Nurses (LPN) and/or Health Aides (HA) shall receive an additional four dollars (\$4.00) per hour.

d. Special Education Teacher Aides/Sign Communication with Students

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

Special education teacher aides who are required to perform sign communication with students as a part of their teacher aide duties will be compensated an additional two dollars (\$2.00) per hour above their regular placement on the ESSA wage schedule.

7.7 Probationary Employees

- a. A probationary employee is a regular employee who has been employed for less than four (4) months. If not extended in writing to the employee, the probationary period will automatically end four (4) months from the date of hire. The probationary period may be extended by the District.
- b. Accrued sick leave shall be available during the probationary period. Personal leave and earned annual leave may be taken by probationary employees.
- c. Probationary employees shall be given at least one (1) evaluation during their probationary period.
- d. A probationary employee is subject to termination at any time and for any reason the District deems adequate as long as the reason is not arbitrary or capricious. Any other disciplinary action will be subject to a standard of just cause.

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

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

7.9 Shift Changes

Employees shall be given five (5) workdays' notice of required shift changes.

7.10 Shift Differential

Employees who are regularly scheduled to work a minimum of six (6) hours for shifts that begin at 1 p.m. or later shall be paid a shift differential of sixty cents (60¢) per hour for all paid hours. Shift differential will be included when computing overtime.

These employees shall now be placed on the new ~~salary~~ wage schedule on the appropriate row designated "shift" and will receive the pay indicated which includes the shift differential for all paid hours including holiday and vacation pay, sick leave, personal or annual leave, and daytime hours if the employee does summer work.

Employees who occasionally work a shift that begins at 1 p.m. or later shall be paid an additional sixty cents (60¢) per hour for those hours worked.

7.11 District-Approved Summer School Programs

Currently employed school term employees shall be given an opportunity to accept summer school bargaining unit employment before the District hires employees from outside the District. Employees will be paid their current wage for summer school employment if employed in the same classification. All Special Education Teacher Aides will receive their regular wage for any Special Education Aide position. If the employee is employed in another job classification, the employee will be paid at Step 1 of the summer school classification. Fringe benefits will accrue. An employee may not use any paid leave for absences during district-approved summer school employment. Employment outside the nine (9) or ten (10) month employment period for any purpose other than summer school shall be paid in accordance with Board policy regarding temporary employment.

7.12 Temporary Assignments

On the tenth work day of continuous assignment an education support employee who is temporarily assigned to another job classification, for which the stated ~~salary~~ **wage** schedule remuneration is higher, shall be paid the wage commensurate with Step 1 of that job classification or at a step of that job classification that provides an hourly increase in pay closest to a minimum of eight percent (8%), retroactive to the first day of assignment.

~~7.13 Transportation of Students~~

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

7.14 Work Week and Overtime

- a. Definition of Work Week: The work week shall be five (5) consecutive days in any scheduled seven (7) consecutive day period. Those employees working shifts which do not always entail having Saturdays and Sundays as two (2) consecutive days off shall have the beginning of the work week determined as follows:
 1. The first work day immediately following two (2) consecutive days off; or
 2. The first work day following one (1) day off which has been a result of working six (6) consecutive days, the sixth day having been paid at time and one-half.
- b. Regular Work Day: The work day shall consist of a seven (7), seven and one-half (7 ½), or eight (8) hours exclusive of the lunch period.
- c. Time and One-half for a Regular Position: All hours worked over ~~eight (8) hours per day or~~ forty (40) hours per week shall be paid at time and one-half (1 ½).
- d. Overtime for Part-time Work outside an Employee's Regular Job Classification: If an employee voluntarily agrees to accept temporary work outside the employee's regular job classification, the employee will be paid straight time for the work in the separate classification, up to a total of forty (40) hours per week. The overtime rate will be based on the temporary rate of pay for work outside the employee's regular job classification.
- e. Holiday Pay: Employees eligible for holiday pay will be paid at the straight time rate for their average daily hours. An employee must be in paid status on the scheduled workdays immediately preceding and following a designated holiday to be paid for the holiday.

- f. Holidays Worked: Actual time worked on a holiday will be paid at time and one-half (plus the holiday) unless it is the seventh day of the work week.
- g. Four Day Work Week: The District may establish a four (4) consecutive day work week which will consist of any combination of up to ten (10) hours per day. Time and one-half (1 ½) shall be paid for the fifth (5), sixth (6), and seventh (7) day worked.
- h. Sick Leave and Annual Leave: Considered as time worked in computing a forty (40) hour work week.
- i. Established Day Off: An overtime day.
- j. Minimum Call-Out: In the event of a call-out, the employee shall be paid for hours worked on the appropriate schedule but not less than an amount equal to four (4) hours of straight time. Minimum call-out is defined as an amount not less than an amount equal to four (4) hours pay at straight time. When a supervisor contacts an employee via telephone after duty hours for support, the employee will be paid for a minimum of thirty (30) minutes. This provision does not apply to employees on standby.
- k. Standby: In the event that weather conditions or school building requirements demand the availability of standby attendance, compensation shall be established by the following hours and compensation:
 - 1. A person assigned shall receive standby pay equivalent to two (2) hours at the regular hourly rate for each assigned standby day during the normal work week.
 - 2. A person assigned standby on Saturdays, Sundays, and/or holidays shall receive standby pay equivalent to four (4) hours at the regular hourly rate for each assigned standby day.
- l. Overtime During Standby: Overtime pay shall be paid in addition to standby pay whenever an overtime call-out of standby personnel is required.
- m. Extended Time and Overtime Use and Conditions:
 - 1. All overtime must be pre-approved by the employee's supervisor. Bargaining unit extended time will be offered to bargaining unit employees before being offered to employees outside the bargaining unit as follows:
 - a. Extended time and overtime worked over an employee's regular day will be worked by bargaining unit employees on a voluntary basis by the employees within the appropriate department or building.
 - b. If no employee volunteers to work extended time or overtime, the District may assign extended time as needed, provided notification is given twenty-four (24) hours in advance. In cases of emergency, the twenty-four (24) hour advance notice may be waived.
 - (a) In cases of emergency, when bargaining unit employees are not available as cited in (a) and (b) above, the District may offer extended time and overtime to employees outside of the bargaining unit.
 - c. After the fifteenth (15) day of extended time worked within a school quarter or non-school year summer period, the employee has the right to request consideration of a regular workday adjustment. The employee's supervisor will

determine which adjustment is appropriate. The responsibility of this request lays with the employee. Any adjustment that is made will be re-evaluated again by the supervisor at the end of the school year.

- n. An employee and supervisor may mutually agree to alter the employee's work schedule to allow for flexibility within the work day. An altered schedule may not negatively impact students.

7.15 Part-Time Employees

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

- a. All leave shall be prorated for part-time employees.
- b. Part-time employees shall be eligible for health insurance coverage as outlined in Article 13.

7.16 Shared Assignments

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

g. Seniority

Each employee participating in shared-time shall receive full seniority credit.

h. Sick Leave Days

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

~~i. Inservice Days~~

~~Shared-time employees are required to attend full days of district-wide and building inservices and they shall be compensated at their hourly rate.~~

7.17 Classroom Safety

- a. There will be an annual review of discipline procedures. Policies pertaining to student behavior will be accessible to employees. Employees will have full opportunity to recommend policies and regulations pertaining to student discipline.
- b. Principals shall document the following student acts against employees:

- Verbal Assault
- Physical Assault
- Harassment
- Property Damage
- Crimes Defined by Alaska Statute

Principals will report the incident to law enforcement authorities as appropriate. A copy of the incident report shall go to the employee involved.

- c. Employees assigned instructional duties shall be informed of assigned students who have a documented history of violent behavior that poses a threat to students and/or staff.
- d. Employees may have physical contact with students when reasonable and necessary to maintain a safe environment, to administer first aid, and to attend to health needs. Examples of these circumstances include protecting self, protecting students from physical harm, preventing accidental injury, moving through a crowd to attend to an emergency, and providing appropriate care to, or restraint for, students with special needs.
- e. Employees may not have physical contact with students in the context of disciplinary action.

7.18 Safety

- a. It is the responsibility of the District to provide safe working conditions for all district employees. Should there be a concern about specific safety issues, the Superintendent will investigate and determine the conditions and shall report the results of the investigation to all affected employees and the ESSA. Employees shall not be required to work under unsafe conditions.
- b. Further, it is recognized that each employee has a primary responsibility for his/her own safety and that the obligation to know and observe safety rules and regulations is a measure of protection for himself/herself and others. The District will, at any time, welcome suggestions

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

- c. No employee shall be required or asked to search for a bomb.
- d. The District will provide for each building a standard first-aid kit in a clearly marked, designated, accessible location.
- e. Uniforms or safety equipment that an employee is required to wear in the performance of their job duties shall be provided to the employee by the District.
- f. Only Nursing Department employees shall be required to administer medications to students. Those employees who mutually agree to administer medication in the absence of a Nursing Department employee shall be trained on the administration of medication.

7.19 Indemnification

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

7.20 Work Related Injury or Illness

An employee who suffers a work related injury is required to immediately notify their supervisor and to complete the appropriate reporting forms. When an employee experiences a work related injury, the supervisor will meet with the employee to discuss the incident and supports.

The District promotes and supports anti-violence in our schools. If the employee experiences a work related injury due to an assault, the supervisor will take the additional following steps. Assault is defined as any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.

a. Work Related Injury: Assault by Another Adult

If an assault occurs during the course of performing the employee's job duties, the District will document the assault and provide the following supports at the request of the employee:

1. The District will report the assault to the local law enforcement.
2. The District will provide counseling, legal and other supports through the Employee Assistance Program.
3. The District will assume full liability of the employee's injuries consistent with the Workers' Compensation Law.
4. The District will support the employee by, but not limited to, ensuring administration presence at meetings to which the adult will be present, and requesting a trespass order from local law enforcement.
5. The supervisor will meet with the employee to discuss additional supports that may be needed.

b. Work Related Injury: Assault by Student

If an assault by a student against an employee occurs, the District will document the assault and provide the following supports at the request of the employee:

1. The administrator will provide the student an environment to de-escalate. If necessary, the student will be removed from the classroom to protect others from further injury. This removal is temporary for the purpose of de-escalation and safety. The removal does not constitute a suspension.
2. Before the student is returned to the classroom, the administrator will hold a conference with the teacher, student, parents and other necessary staff members to discuss the return to the classroom. The absence of any participant will not delay the student's return to the classroom.
3. The employee will be provided an opportunity to work with the classroom teacher and other staff members (i.e. behavior coach, school psychologist, or counselor) for support in managing the student's behaviors.

c. Employee Absence Related to Assault

Whenever an employee is temporarily absent from school and temporarily unable to perform his/her duties as a result of an assault either directly or while intervening in the assault of students or other staff and incurred in the scope and course of employment, the employee will be paid full salary 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.

d. Workers' Compensation

1. Assault

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) workdays 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. In no case shall an employee be entitled to receive an amount that exceeds his/her normal gross pay. The length of time an employee 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 employee may, as determined by the District and consistent with applicable law, be terminated, non-retained, or dismissed.

2. Injury

The District, being required by law to carry workers' compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s). A workers' compensation report must be filed in the District Office within forty-eight (48) hours of a compensatory accident. Forms shall be available in all school offices. ~~The employee has two compensation options during any absence in conjunction with a work-related injury.~~

A. The employee ~~may choose to take~~ **will receive** workers' compensation payments in lieu of wage benefits and retain his/her accrued sick leave. The workers' compensation benefit will always be lower than the sick leave benefit.

~~B. The employee may choose to take workers' compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. An employee on workers' compensation shall accrue all leave benefits available for that position.~~

e. Americans with Disabilities Act (ADA)

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

ARTICLE 8 - VACANCIES AND TRANSFERS

8.1 Vacancies

a. Any qualified regular bargaining unit member who has completed the probationary period shall be given the opportunity to apply for any vacancy before the District hires a non-district applicant. A vacancy shall be defined as a bargaining unit position previously held by an employee or a new classified position that is created by the District.

b. All vacancies shall be posted five (5) workdays during the school year and seven (7) calendar days during the summer months prior to public advertisement provided two (2) weeks' notice is given by the employee creating the vacancy. In the event less than two (2) weeks' notice is given or a vacancy is created by an in-district transfer, the District shall still endeavor to adhere to the above agreement; however, if in the opinion of the District, the vacancy requires filling within a shorter time frame, the time of in-district posting may be shortened or waived and hiring may be done within or outside the district after consultation with the ESSA.

~~c. Vacancies shall be distributed for posting at each district facility and on the district web site. Notification of the vacancy notice shall be sent electronically to the ESSA. A written job description for the vacant position shall be made available for interested applicants. Any special requirements unique to the particular vacancy will be noted on the posting.~~

d. Vacancies shall be filled on the basis of experience and qualifications. The District shall make every effort to hire from within the district before ~~declaring the vacancy open to applicants from outside of the district.~~ **before hiring a non-district applicant** Where the experience and qualifications are equal as determined by the District, seniority shall be the determining factor in selecting the successful applicant. ~~Current qualified employees shall be given preference over new hires.~~ Unsuccessful in-district applicants may contact the **hiring manager or** Human Resources Department to inquire the reasons for their non-selection, and shall receive the reasons for their non-acceptance in writing upon request.

- e. A classified employee will retain their seniority and step placement provided there is no break in service with the district when accepting a position outside of the ESSA bargaining unit.

8.2 Voluntary Transfers

- a. A “transfer” is defined as:

A move from one location to another, e.g. a move from North Pole Elementary to North Pole High School and/or;

A move from one classification to another classification within the same Grade, e.g. from a Computer Technician to a Grounds Technician, which are both in Grade 10 and/or;

A move within a Grade level, e.g. a move from Sub Grade 2A to Sub Grade 2B or a move from Grade 5 to Sub Grade 5A.

- b. A “promotion” is defined as:

A move from one Grade to a higher Grade.

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

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

8.3 Involuntary Transfers

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

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

ARTICLE 9 - TRAINING AND INSERVICE

9.1 Training

- a.
 - 1. Training that is required by the District shall be provided at the District's expense.

2. Training or classes requested by the employee and approved in advance by the employee's immediate supervisor and the District, shall be provided at the District's expense. A maximum dollar amount per employee will be established each year for tuition reimbursement.
- b. Employees who are required by the District subsequent to their initial employment to obtain a license and/or certification will have the initial license and/or certification fee paid by the District. The training required to obtain the license and/or certification will also be paid by the District. License and certification renewals are not covered by this article.
- c. Employees currently employed who are subsequently required by the District to become licensed or certificated will be provided a reasonable period in which to meet the requirements.
- d. Employees will be provided training for any duties assigned to them outside of their current job description.

9.2 Inservice and Building/Department Training

- a. ~~Districtwide Inservice Training: At least one (1) day of districtwide inservice training shall be provided per contract year for all employees covered by this Agreement. The inservice days shall be mutually planned by the District and employees selected by the ESSA. Any costs incurred shall be borne by the District. Annual and Personal leave shall not be approved on inservice days. The superintendent, at his/her sole discretion, which shall not be subject to grievance or arbitration, may grant an exception for annual or personal leave on inservice days.~~
- b. ~~Building/Department Training: The District and ESSA will develop building and department specific trainings.~~ **meet quarterly to discuss and plan support staff training needs.**

9.3 School Professional Leave

ESSA employees are eligible for professional leave allocated by schools.

At the beginning of each school year the principal will inform the classified employees there are at least three (3) professional leave days available. The principal will provide information regarding the process for applying for use of this professional leave time.

ESSA employees not eligible for professional leave may request the use of administrative leave for professional development.

9.4 Training for IR and ER Aides

The District shall provide de-escalation and safety strategy training to aides in an IR and/or ER classroom at the beginning of the school year. The District will make a reasonable effort to provide an initial de-escalation and safety strategy training to newly hired aides in an IR and/or ER classroom within thirty (30) days of hire.

Aides in an IR and/or ER classroom will be provided collaboration time at the building level with other special education staff, as needed, to provide additional support and training on de-escalation and safety strategies.

ARTICLE 10 - LEAVES

10.1 General Provisions for Unpaid Leaves of Absence

- a. Child Care Leave, Disability Leave, Leave for Academic Study or Work Experience, Leave to Hold Elected Office, and Long-Term Unpaid Leaves of Absence are the unpaid leaves addressed in the contract and shall be without fringe benefits, provided however that the District will maintain an employee's health plan coverage if required to do so by the federal Family and Medical Leave Act of 1993 (FMLA). An employee on unpaid leave shall be allowed to purchase health and life insurance to the extent allowed by the district's insurance provisions.
- b. An employee must submit a written request to the Executive Director of Human Resources for unpaid leave at least ten (10) workdays in advance of the need for the leave. Employees who are in unpaid leave status without prior written approval by the Executive Director of Human Resources may be subject to termination of employment.
- c. Seniority shall accrue as if the employee remained on paid status for an approved unpaid leave of absence of up to thirty (30) workdays. Seniority shall be adjusted for an unapproved leave of absence.
- d. If unpaid leave of absence is thirty (30) or fewer workdays of one (1) fiscal year, then the following return provision shall apply: The employee shall return to work on the next work day following the expiration date of the leave to the position he/she held prior to the commencement of the leave.
- e. If the unpaid leave of absence is more than thirty (30) workdays, or if the employee's absence extends into two (2) fiscal years, then the following return provisions shall apply:
 - 1. The employee shall return on his/her first scheduled work day of the fiscal year as established by the District, except for disability leave when the employee shall return on the date established by the doctor's statement.
 - 2. The employee shall notify the Human Resources Department of the District in writing at least thirty (30) calendar days in advance of the expiration of the leave if the leave is less than sixty (60) days, otherwise in all other cases by at least sixty (60) calendar days' advance notice. Failure to give such notice shall be treated as a voluntary resignation.
 - 3. The employee shall be returned to his/her former position if it is vacant. If not, then the employee shall be returned to a position in the same classification held at the time of the leave request.
- f. The anniversary date for an employee shall be the date on which the employee was employed, adjusted for any period in which the employee was on long-term unpaid leave over thirty (30) workdays for reasons other than accidental injury, illness, or required military service. The District will maintain employees' original hire dates.

10.2 Unpaid Leave for Personal Reasons

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

- a. Child Care Leave
 - 1. Employee Not Qualifying for FMLA/AFLA

- a. An unpaid leave may be requested and shall be granted to an employee for the purpose of caring for a newborn or newly adopted child. The unpaid leave for a newly adopted child may include such time as may be necessary, as approved by the Superintendent, to finalize the adoption and/or to have the child placed in the care and custody of the adopting employee.
- b. Requests for child care leave shall be made thirty (30) days prior to the expected date of the birth or adoption. If the date of birth or adoption requires leave to begin in less than thirty (30) days, the employee shall provide notice as soon as practicable.
- c. Child care leave shall begin when the child is born or received unless the employee is eligible for sick leave under this Agreement, in which case child care leave will begin following the period of sick leave.

2. Employee qualifying for FMLA/AFLA

- a. An unpaid leave may be requested and shall be granted to an employee for the purpose of caring for a newborn or newly adopted child. The unpaid leave for a newly adopted child may include such time as may be necessary, as approved by the Superintendent, to finalize the adoption and/or to have the child placed in the care and custody of the adopting employee.
- b. If the employee requesting child care leave is considered an eligible employee under FMLA, the District will maintain the employee's health insurance coverage consistent with the FMLA, for up to twelve (12) weeks of the child care leave.
- c. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks of paid health plan coverage within any twelve (12) month period, for purposes of leave taken for child care.

b. Leave for Academic Study or Work Experience

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

c. Leave to Hold Elected Office

Requests for leave of absence to hold elected office must be submitted by the employee by the date of required filing to run for public office. Upon return from leave the employee must submit evidence of the completion of the term of office.

d. Long-Term Unpaid Leave

An employee with three (3) years of consecutive employment with the District may request leave for a period of one (1) year. For a school term employee the request must be made at least sixty (60) days before the requested start date for the leave and before the employee's last day of

work for the school term. For all other employees, the request must be made at least sixty (60) days in advance of the requested start date for the leave. The decision to grant such leave shall be at the discretion of the Superintendent whose decision shall be final.

10.3 Unpaid Leave for Medical Reasons

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

Disability Leave:

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

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

10.4 Paid Leaves of Absence

a. Annual Leave

1. Twelve-Month Employees

- a. Bargaining unit members employed on a twelve (12) month basis in regular full-time positions shall earn one and one-half (1 ½) days paid annual leave per month for the first twenty-four (24) months of employment. Following an employee's second anniversary of employment with the District, the hourly accrual rate shall be adjusted to credit an additional leave day for the year. This method of increasing the accrual rate for annual leave shall continue until the employee accrues a maximum of thirty (30) days of annual leave per year.
- b. Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours' notice of a desire to take annual leave to his or her supervisor in charge of approving leave as determined by the department. The employee may take leave at times mutually agreed upon between the employee and his/her supervisor. Provided, however, any supervisor who denies a request for annual leave that is made at least one (1) week in advance of the requested leave shall provide the reasons for the denial to the employee in writing. The employee, if he/she so desires, shall have the right to appeal the supervisor's denial to the next highest authority in the District. Such appeal procedure shall end at the Superintendent level.
- c. Earned annual leave may be taken by probationary employees.
- d. At the end of the school year at the employee's option, a maximum of twenty (20) days of annual leave may be cashed in at the employee's hourly rate by providing

notice to the Payroll Office in writing by May 1. The employee must have a minimum of twenty (20) days remaining in his/her account.

- e. Twelve month classified employees' accrued annual leave shall not exceed sixty (60) days at the employee's rate of accrual as of August 15 of each year.

b. Leave Accrual

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

c. Legal Leaves

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

d. Military Leave

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

e. Personal Leave

1. Five (5) days of personal leave per year shall be accrued by all school term employees. Employees may accrue up to ten (10) days and use a maximum of six (6) days per school year. Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours' notice to his or her immediate supervisor of a desire to take personal leave. Employees may take personal leave at times mutually agreed upon between the employee and his/her supervisor; however, the supervisor's approval of personal leave requests will not be unreasonably withheld. Denials of personal leave may

be appealed to the next higher level of authority, who shall consult with the ESSA in trying to resolve the matter.

At the end of the school year, at the employee's option, any personal leave in excess of four (4) days may be cashed out at the employee's hourly rate by providing notice to the Payroll Office by May 1.

2. An employee may carry over five (5) days of personal leave to the following year. A school term employee who transfers into a twelve (12) month position may carry with him/her up to ten (10) days of personal leave.
3. After an employee has ten (10) consecutive years of service as an ESSA member, the employee shall be granted an additional half (.5) day of personal leave for a total of 5.5 days each school year.
4. After an employee has twenty (20) consecutive years of service as an ESSA member, the employee shall be granted an additional (1) day of personal leave for a total of 6 days each school year.

f. Sick Leave

1. Allocation

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

2. Leave Without Pay

Employees must exhaust all sick leave as well as all personal or annual leave before being eligible to apply for unpaid leave of absence status.

3. Required Statement

The District may require a doctor's certificate for any sick leave taken in excess of three (3) consecutive days or any sick leave after six (6) days have been taken during the fiscal year. Prior to requesting a doctor's certificate, a supervisor will make a reasonable effort to discuss the employee's sick leave usage with the employee. The District reserves the right to request a doctor's certificate from an employee if abuse of sick leave is suspected.

4. Required Statement for Employee's Extended Absence

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

5. Sick Leave Proration

Employees who work less than seven and one-half (7 ½) hours per day shall have their sick leave prorated in accordance with the provisions of this section.

6. Use of Sick Leave for Employees Not Qualifying for FMLA/AFLA

a. Sick Leave for Immediate Family at Home

Employees shall be able to use up to thirty (30) days of accumulated sick leave per school year when a member of the employee's immediate family is ill and the employee's presence is required at home.

b. Bereavement for Extended Family

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

c. Serious Illness in the Immediate Family

Employees shall be able to use 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.

d. Residential Care for Immediate Family

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

7. Family Medical Leave Act Provisions

The Family Medical Leave Act (FMLA) under Federal law and Alaskan Family Leave Act (AFLA) under Alaska law provide for leave of absence for qualifying personal or family medical reasons. The qualifying guidelines are different and are found in Federal and State statutes. Employees will be granted the leave most beneficial to the employee. Per State and Federal law, employees qualifying for both FMLA and AFLA will have both leaves run concurrently. Employees that exhaust all sick and personal/annual leave shall go on unpaid leave status while still on FMLA and/or AFLA.

If an employee is considered an eligible employee under FMLA, and under the Alaska Family Leave Act (AFLA), the employee will be granted a leave of absence without pay for medical reasons for up to eighteen (18) weeks during any twenty-four (24) month period as provided in the AFLA, or for up to twelve (12) weeks during a twelve (12) month period as provided under the FMLA. This unpaid leave will be approved upon the occurrence of a serious health condition of the employee or to care for the employee's child, spouse, or parent who has a serious health condition. During this time, the employee's health plan coverage will be maintained as if the employee was in paid status for up to twelve (12) weeks of leave, including any sick leave the employee has taken for

the same purpose. Any time the unpaid leave extends beyond the twelve (12) weeks, then the employee is subject to pay the monthly premium if the employee elects to continue health plan coverage. If an employee qualifies for AFLA only, per Alaska law, health care coverage is not provided while on AFLA leave. Spouses who are both employed by the District will be limited to a combined total of twelve (12) weeks during any twelve (12) month period for purposes of leave taken to care for a parent with a serious health condition. The ESSA and District agree that the provision of health plan 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.

8. Definitions

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

9. Death Benefit

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

~~g. Converting Annual and Personal Leave to Sick Leave~~

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

h. Accumulated Sick Leave Compensation

- 1. If an employee is eligible for retirement and PERS retirement becomes effective immediately, then at the time of termination, the retiring employee shall receive seventy-five percent (75%) pay at his/her current ~~salary~~ wage for accumulated unused sick leave as follows:

5 - 14 years of service	40% of employee's accumulated hours
After 15 years of service	all hours in employee's account

Tier IV employees will qualify for compensation of their accumulated sick leave having met the qualifying criteria for Tier III employees, which means vested in the pension plan at 5 years of service and of the normal retirement age of 60.

- 2. If the state retirement system (PERS) changes its procedures to allow retirement credit for retirees, then this provision (Article 10.4.h) shall become null and void.

i. Sick Leave Bank

1. Bank Establishment

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

2. Bank Membership

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

3. Bank Enrollment

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

4. Year-End Bank Status

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

5. Bank Withdrawal Provisions

a. Withdrawal Limits

In any fiscal year, an employee will be permitted to withdraw up to twice the number of days of sick leave the employee had accrued before the onset of the illness, up to a maximum of forty (40) days. If an employee has accrued ten (10) or fewer days of sick leave before the onset of the illness, the employee would be eligible to withdraw up to twenty (20) days in any fiscal year.

b. Committee Approval

The committee will review all requests for withdrawal from the bank. The District's Benefits Coordinator will have an advisory (non-voting) role on the committee. The Benefits Coordinator will also provide necessary information to the committee for the purpose of reviewing the employee's request. Requests for withdrawal from the Bank may be approved by the committee when the following conditions have been satisfied:

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

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

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

6. Sick Leave Bank Audit

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

j. Emergency Provision

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

k. Travel Delay

When an employee on District authorized business is delayed by transportation difficulties beyond his/her control, time absent from the job will be charged to paid administrative leave. When an employee is on a personal trip outside of the Fairbanks North Star Borough and his/her return is delayed by transportation difficulties beyond his/her control, no disciplinary action may be taken against the employee. The burden shall be on the employee to establish

that the delay was beyond his/her control. The employee's absence shall first be charged to any applicable leave. If the employee has insufficient applicable leave to cover the absence, the time will be charged to unpaid administrative leave. These non-paid days will not be considered unpaid leave-days for the purpose of qualifying for holiday pay.

10.5 Emergency School Closure

Each year, all employees will receive two (2) emergency school closure leave days. These days shall only be available in the case that the employee's work site closes or fails to open for a regularly scheduled work day. Any unused emergency school closure leave days at the end of the year shall revert back to the District without compensation to the employee.

After an employee uses up the two (2) days of leave in the section, if more closures occur, an employee may elect to use personal or annual leave during an emergency closure day or have the closure day be an unpaid day. Should an employee have pre-approved or continuing sick leave prior to the closure, the paid leave will be honored.

To the extent possible, those employees who are required to work on an emergency school closure day will be identified at the beginning of each school year. Those employees identified as required to work should make every reasonable effort to work on such days.

In the event the school year is extended due to the emergency school closures, the employee shall not receive an emergency school closure day.

ARTICLE 11 – VACATION TIME FOR NINE AND TEN MONTH EMPLOYEES

- a. ~~Education support employees employed for nine (9) and ten (10) months per year shall receive the same winter vacation days as regular classroom teachers. School term employees shall be paid for these days.~~
- b. Education support employees employed for nine (9) and ten (10) months per year shall be compensated as follows for the week of spring break:
 - Monday – LWOP or Personal Leave
 - Tuesday – LWOP or Personal Leave
 - ~~Wednesday – Vacation Day~~ **LWOP or Personal Leave**
 - Thursday – Holiday
 - Friday – Holiday

Employees can elect to use their available personal leave days in lieu of LWOP during Spring Break. If an employee does not elect to use leave or does not have leave available, ~~both~~ Monday ~~and~~ Tuesday **and Wednesday** during Spring Break will remain LWOP days.

ARTICLE 12 - HOLIDAYS

Holidays are:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. Two (2) paid holidays during spring break if scheduled on the school calendar and not used for make-up of school closure. If spring break is calendared for more than two (2) days, the Superintendent shall designate which days will be the holidays.
- d. Memorial Day

- e. Independence Day
- f. The day before or the day after Independence Day
(The Superintendent shall select the day.)
- g. Labor Day
- h. Thanksgiving Day
- i. The day after Thanksgiving
- j. Christmas Day
- k. The day before or the day after Christmas
(The Superintendent shall select the day.)
- l. Additional holidays as declared by the School Board.

ARTICLE 13 – HEALTH PLAN

13.1 Health Plan

A. Medical and Prescription Plans

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 employee who holds and completes a full year contract. Terminating 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 and two High Deductible Health Plans (HDHP). Plan A will only be available to employees enrolled in Plan A as of January 1, 2021 **who remain continuously enrolled in Plan A**. 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 will be deducted from employee paychecks over nineteen (19) pay periods beginning with the first paycheck in September.

Plan costs Employee contributions will be set annually based on a fiscal year basis the projected plan cost for the calendar year. the prior fiscal year experience period. Costs

~~The projected plan costs will be established by the health plan consultant's projected costs for the health plan using an actuary and are dependent on which family tier of coverage is selected. Employee contributions will be deducted from employee paychecks over nineteen (19) pay periods beginning with the first pay check in September. **based on the prior fiscal year experience period using the standard actuarial methods.**~~

~~For the High Deductible Health Plans (HDHP) (Plan B and Plan C), the District shall pay 100% and an employee shall pay 0% of the health plan costs for calendar years 2020 and 2021. The dollar amount for the 100% rate will become the hard cap of District contribution for Plans A, B and C. **The 100% rate established in 2021 is the hard cap of the district contribution for Plans A, B and C.**~~

~~**Plan A = \$3,498**~~

~~**Plan B = \$1,007**~~

~~**Plan C = \$1,626**~~

~~**The Base Employee-Contribution is equal to the projected plan cost for each plan minus the hard cap of the district contribution or 20% of the projected plan costs (whichever is greater).**~~

~~If actual claims in each of the three plans are less than the projected claims, the difference will be credited towards the employee dollar share for the purpose of calculating the subsequent year's premium for each plan. Premiums shall not be less than zero (0).~~

~~An employee's contribution for Plan Option A, B and C will be based on a negotiated formula applied to the tiered structure as follows:~~

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

~~For part-time employees, the District's contribution rate is prorated based on the part time employee's FTE and as such, 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, **direct provider costs**, 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.~~

~~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).~~

~~Employees enrolled and participating in a qualifying (HSA)/Plan B, may elect an annual seven-hundred fifty (\$750) dollar District contribution for the duration of this contract.~~

~~Employees enrolled and participating in a qualifying (HRA)/Plan C, shall receive an annual seven-hundred fifty (\$750) dollar District contribution for the duration of this contract.~~

B. Dental, Vision, and Audio Plan

Dental, Vision, and Audio (DVA) coverage is an optional plan that is available to all employees at an additional cost. ~~Beginning in calendar year 2021, all employees who elect the optional DVA plan shall pay the premium costs. Those employees who waive medical and prescription coverage may elect to purchase DVA coverage at the same rate.~~ **The DVA Base-Employee Contribution is equal to 20% of the projected plan cost for dental, vision and audio coverage. The employee contribution is as follows:**

Employee Only _____ =75% of the Base-Employee-Contribution

Employee + Spouse or Employee + Child(ren) =100% of the Base-Employee-Contribution

Employee + Family _____ =125% of the Base-Employee-Contribution

- C. **For part-time employees, the District's contribution rate is prorated based on the part time employee's FTE and as such, the contribution rate is two (2) times the full-time employee rate.**
- D. **Shared-time employees are considered part-time employees, therefore, pay the employee cost for medical and dental, vision, and audio (DVA) at the part-time employee rate.**

The district costs for medical and DVA for shared-time employees will not exceed the total cost for these benefits for one full-time teacher. The employer's cost for the second shared-time teacher will be paid by the shared-time teachers.

E. Joint Committee on Health Benefits

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 nonvoting 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 supermajority 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.

13.5 Life Insurance Article Number should be 13.2

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

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

ARTICLE 14 - DUES CHECKOFF AND PAYROLL DEDUCTIONS

14.1 Dues and Payroll Deductions

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

The ESSA, as the exclusive representative of all the members of the bargaining unit, shall represent all such persons fairly and equally.

No person shall be required to join the ESSA, but membership in the ESSA shall be made available to all persons who apply consistent with the ESSA constitution and bylaws. No person shall be denied ESSA membership for any unlawful discriminatory reason.

~~Persons to be employed in the bargaining unit shall be informed by the District of their obligation to go to the ESSA Business Officer within ten (10) workdays of their date of employment. The District shall provide the ESSA notification of new employees within five (5) workdays on a standard form provided by the District. The District will also provide notice to ESSA on those members who are separating from employment.~~

Completed Dues Forms shall be forwarded to the District's payroll office.

ARTICLE 15 – ~~SALARY~~ WAGE AND RELATED INFORMATION

15.1 Salary Wage Schedule

GRADE 1	GRADE 6, continued
GRADE 2 Kitchen Aide	Head Custodian I Library Assistant
SUB-GRADE 2A Central Kitchen Packaging Crew Member	Program Secretary Program Secretary - Special Education
GRADE 3 Central Kitchen Production Crew Member Laborer	School Health Assistant Secretary Teacher Aide, BASE
SUB-GRADE 3A Elementary Kitchen Manager Roving Kitchen Manager	Teacher Aide - Behavior/Intervention (BIA) Teacher Aide - Cross Categorical Itinerant Teacher Aide Extended Resource (ER)
GRADE 4	Teacher Aide - Intensive Resource (IR)
SUB-GRADE 4A Secondary Kitchen Manager (1-5 employees)	Teacher Aide - Pre-Kindergarten Intensive Resource Teacher Aide - Sign Language
SUB-GRADE 4B Secondary Kitchen Manager (5 or more employees)	Tutor - ANE Program Tutor - BEST
GRADE 5 Custodian Day Custodian I Special Education Secretary Teacher Aide - Intervention Room Teacher Aide - Special Education Teacher Aide - Swimming Teacher Assistant	Tutor - Classroom Tutor - ELL Warehouseperson I Warehouse Expeditor
SUB-GRADE 5A Day Custodian II	SUB-GRADE 6A Head Custodian II
SUB-GRADE 5B Day Custodian III	SUB-GRADE 6B Head Custodian III
GRADE 6 ANE Cultural Resource Coordinator ANE Graduation Success - Attendance Liaison Assistant Accounts Payable Clerk Bus Scheduler	SUB-GRADE 6C Central Kitchen Coordinator Head Custodian IV
	GRADE 7 Academic Intervention Aide Accounts Payable Clerk Autism Behavior Support Aide (entry level) Cashier School Safety Assistant

GRADE 8	GRADE 11
Administrative Secretary ASP Records Manager Assistive Technology Media Technician Building Rentals Specialist Career and Technical Education Technician Counseling Technician Deaf and Hard of Hearing Program Media Technician Elementary Library Media Associate ELL Program Records Manager Library Media Technician Migrant Records Manager School Licensed Practical Nurse Stock Control Technician	After School Program Coordinator III ASL Specialist Autism Behavior Specialist Certified Occupational Therapist Assistant Licensed Speech Language Pathology Assistant Prevention Intervention Specialist Records Management Specialist School Psychologist Intern Warehouseperson III
GRADE 9	Grade 12
After School Program Site Coordinator I Autism Behavior Technician (mid-level) Curriculum Technician Media Production Specialist Payroll Technician School Technology Support Technician Warehouseperson II	Information Systems Support Technician II Instructional Technology System Support Specialist Maintenance Mechanic: Auto/Generator Carpenter Grounds Electronics Locksmith Hazardous Materials Network Technician School Nurse
GRADE 10	Grade 13
After School Program Coordinator II Computer Technician Digital Content Specialist Grants and Strategic Partnerships Specialist Grounds Technician Information Systems Support Technician I Materials Development Specialist Sign Language Interpreter Special Education Assessment Specialist	Maintenance Technician: Boiler Electrician HVAC Plumber Preventive

The District proposes a step advancement for the duration of this contract and 0% increase to the wage schedule.

15.2 Pay Periods

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

If a payday falls within spring break, payment will be deposited no later than the regularly scheduled payday.

15.3 Placement

a. Newly Hired Employees

New employees will be placed at Step 1 in the appropriate Grade.

If the District is unable to hire a qualified employee at the Step 1 rate of pay, it may place a newly hired employee on an advanced step **based on education and experience**, ~~provided current employees in that specific position also advance so no employee makes less per hour than the newly hired employee in that position.~~

b. Employee Placement

When transitioning to a position that is one Grade higher, the employee will be placed at Step 1 of the new Grade or on the first step that provides a minimum of an eight percent (8%) hourly rate increase. When transitioning to a position more than one Grade higher, the employee will be placed at Step 1 of the new Grade or on the first step that provides a minimum of an eight percent (8%) hourly rate increase and advanced one additional step for each Grade above one Grade. For example, if a Grade 4 Data Entry Clerk at Step 5 transitioned to a Grade 8 Counseling Technician position, the employee would be placed at Grade 8 Step 4. If transfer to a higher sub-grade (i.e. 5A to 5B) occurs, the employee will be placed on the same step from which the employee moves.

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

c. Step Advancement

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

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

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

Those employees not eligible for step advancement for the duration of this contract will be paid a stipend of one thousand dollars (\$1000).

15.4 Paychecks

a. Automatic Deposit

All employees ~~hired after June 30, 2006~~, will have their paychecks automatically deposited in one or more financial institutions of their choosing. ~~Employees hired before July 1, 2006, who currently do not have auto deposit, may maintain their present method of payment, however, effective July 1, 2010, all employees will have their paychecks automatically deposited in one or more financial institutions of their choosing.~~ The request for automatic deposit must be made on a form provided by the Payroll Department. Provided all information on the automatic deposit form is validated by the financial institution(s), the automatic deposit should commence the second payday following the submission of the request. Employees wishing to change the automatic deposit arrangement must notify the Payroll Department by using an approved form

at least fifteen (15) workdays prior to the date they wish the automatic deposit to change.

~~b. Non-Automatic Deposit~~

~~Employees who do not have all automatic deposit information in the Payroll Department by the end of the pay period will have their paychecks held at the District office until the end of the payday, then mailed to the employee's home address.~~

15.5 Overpayment/Underpayment

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

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

15.6 Day Custodian Pay Adjustments

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

ARTICLE 16 - NO STRIKE OR LOCKOUT

16.1 No Strike

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

16.2 No Lockout

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

16.3 Violation

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

ARTICLE 17 - CONCLUSION OF COLLECTIVE BARGAINING

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

ARTICLE 18 - EFFECT OF AGREEMENT

18.1 Changes in Agreement

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

18.2 Savings Clause

a. Violations

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

b. Replacement

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

18.3 Nondiscrimination Clause

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

18.4 Publication of Agreement

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

e. ~~Sufficient copies of the Agreement shall be forwarded to the ESSA for distribution to all bargaining unit members. Further, the District shall furnish two hundred and fifty (250) copies of the Agreement to the ESSA.~~

c. The Collective Bargaining Agreement shall be made available on the FNSBSD website within forty-five (45) days of ratification of both parties.

ARTICLE 19 - EFFECTIVE PERIOD

19.1 ~~Effective Period~~

~~This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2022.~~

The District proposes a two (2) year contract.

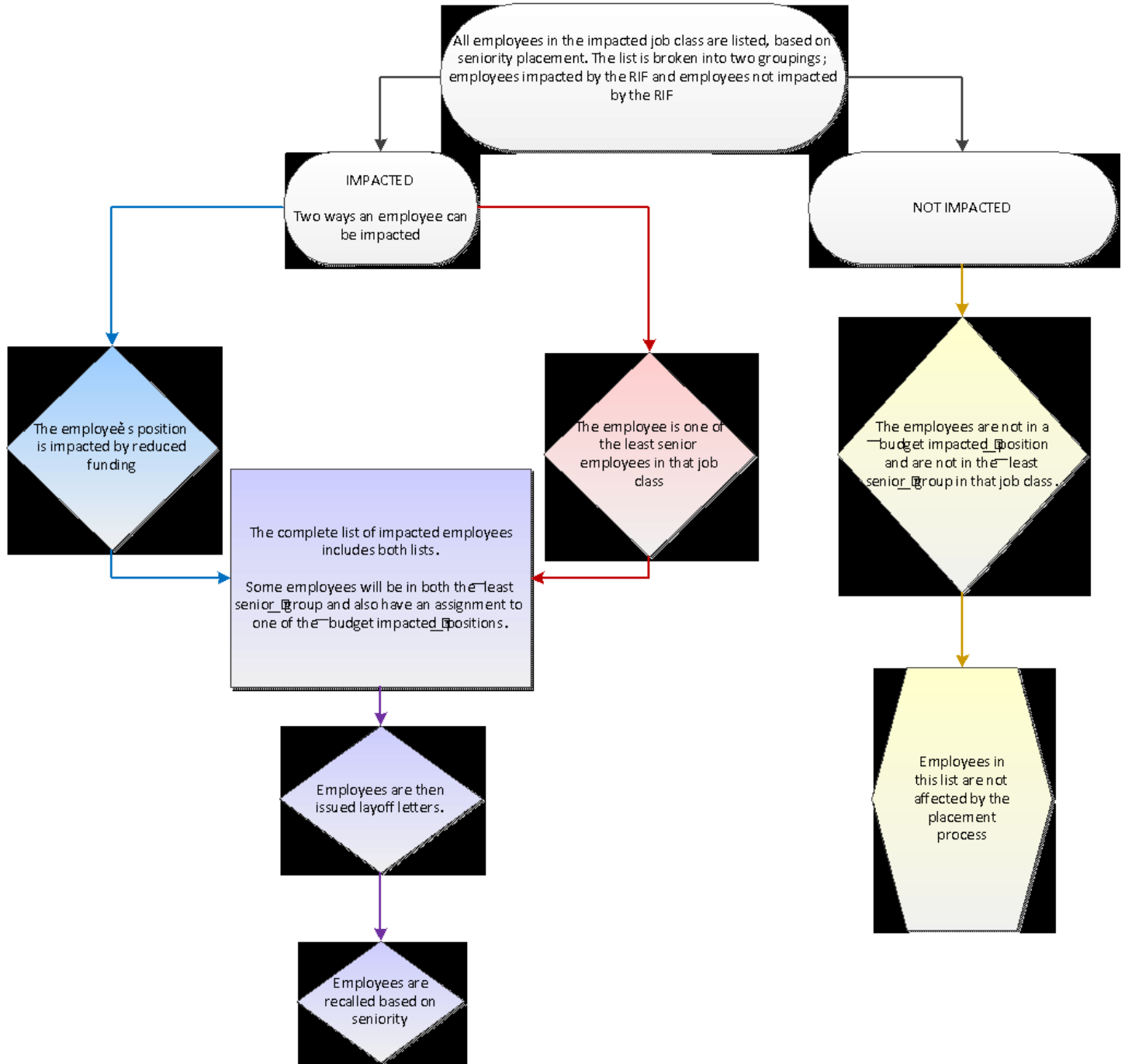
19.2 Renewal and Reopening of Agreement

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

Appendix A – ESSA Layoff & Negative Impact Process

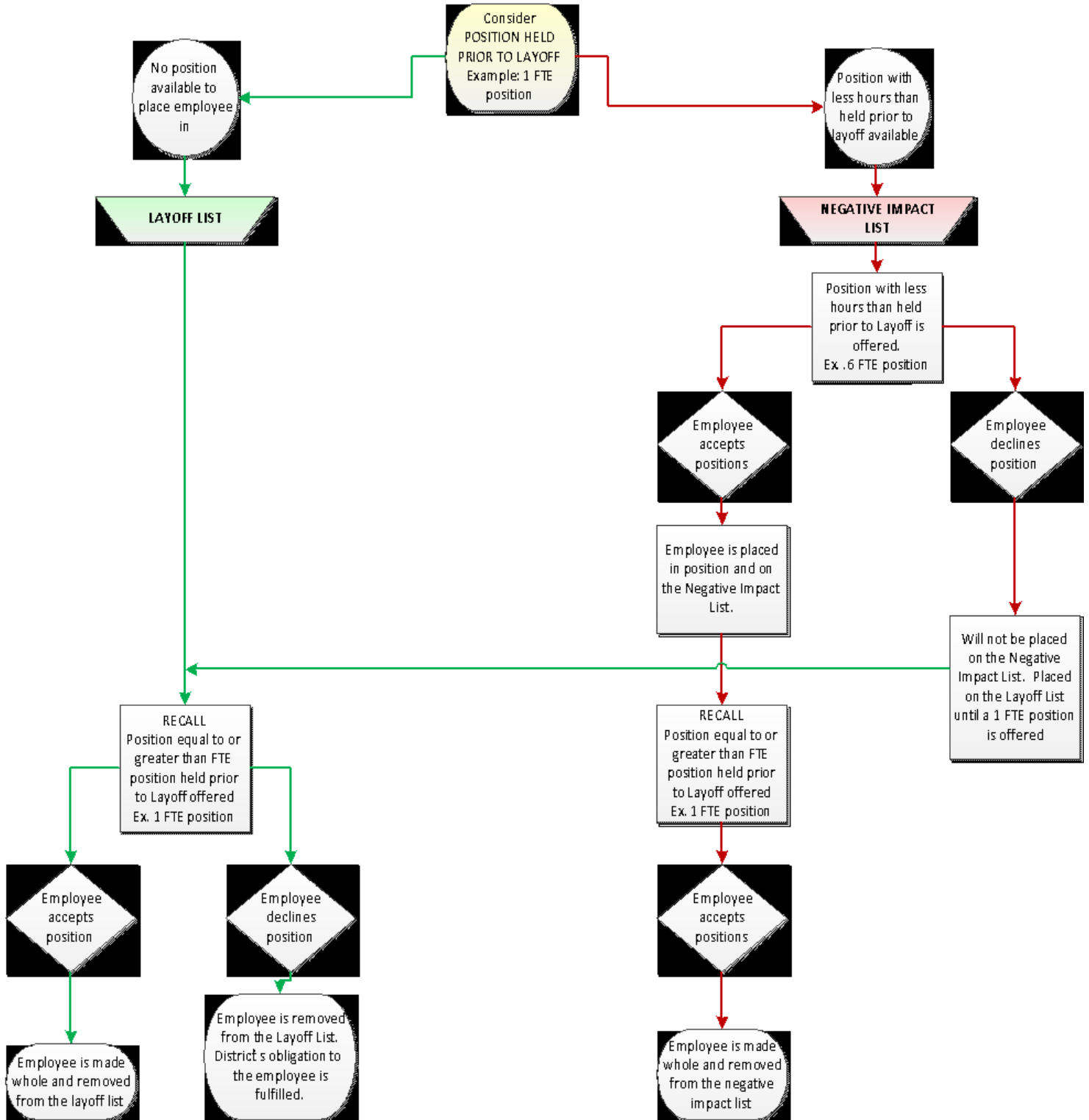
When the District experiences financial challenges that have result in reductions to specific job classifications, the following process is used to meet the contractual obligations laid out in Article 7.2 of the ESSA Negotiated Agreement.

The graph below outlines who is impacted by a layoff action and details the first step of the process.



Appendix A cont.

Once the list of employees being impacted has been determined, the following layoff/recall process is followed for each impacted employee.



LETTER OF AGREEMENT

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

AND

EDUCATION SUPPORT STAFF ASSOCIATION

The District and the Association agree to work collaboratively to discuss the language of Article 7.23 *Workplace Injury* to address employee injuries, assault and Workers' Compensation.