

Fairbanks Education Association Initial Proposal

Submitted by the FEA Negotiations Team

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101 TEACHERS' SALARY SCHEDULE

2022-2023: 5% on each cell of the schedule

2023-2024: 5% on each cell of the schedule

2024-2025: 5% on each cell of the schedule

*Master's degree only

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

- I. One (1) step for each year of public or nonpublic school experience **outside of Alaska** is allowed, not to exceed six (6) steps on the B columns and eight (8) steps on the M columns. **One (1) step for each year of public or nonpublic school experience in Alaska is allowed, not to exceed eight (8) steps on the B columns and ten (10) steps on the M columns.** Seniority as a teacher in the district will be retained and will continue to accrue while working in a certified position, provided there is no break in service. In order for experience credit to be granted, the teacher must have held a valid teaching certificate and taught in a school that is approved or accredited.

- II. A bachelor's degree is the minimum training required for all new professional faculty with the exception of the vocational education teachers and non-degreed JrROTC instructors.

 Certified, enlisted, and officer JrROTC instructors shall be compensated consistent with the contractual agreement between the District and the federal government. JrROTC instructor positions are non-tenured teaching positions. JrROTC instructors are required to hold limited teaching certificates from the state of Alaska. Teaching salaries for JrROTC instructors shall constitute compensation for all duties that they are required to perform in accordance with federal regulations and 4ROTCR PAM 145-24 concerning the JrROTC program.

- III. Advancement on the salary schedule for one (1) year of experience shall be computed on a minimum of one hundred forty (140) contracted days.

- IV. Teachers filling a position which requires a master's degree and a certification for a therapist or psychologist position will be placed on the M + Specified Certification column of the salary schedule at the time of hire. Should the teacher's assignment change to a position that does not require the specified certification, the teacher will be placed on the salary schedule consistent with the teacher's master's degree and experience with the District. Teachers holding a master's degree with National Board Certification shall be placed in this column. Teachers employed prior to July 1, 2008 with National Board Certification holding a bachelor's degree will continue to receive \$2,000 added to the teacher's annual salary. Teachers employed after June 30, 2008-with National Board Certification holding a bachelor's degree will be placed on the salary schedule in accordance with Article 102. Should a teacher be placed on the M+ Specified Certification column fail to renew his or her National Board Certification, the teacher will then be placed on the salary schedule consistent with the teacher's master's degree and experience with the District. Other specialty areas may be approved for placement on the M+ Specified Certification column, provided the certification is vetted by the Superintendent with a finding the requirements to attain the specialty certificate are comparable to attainment of the

National Board Certification or of a therapist or school psychologist certification. The findings by the Superintendent are final and not subject to grievance by the employee or FEA. The requirement for a Master's Degree applies in order to be placed on the M+ Specified Certification column.

- V. A teacher may be reimbursed for moving expenses up to five thousand dollars (\$5,000) at the discretion of the Executive Director of Human Resources in accordance with federal and District guidelines.
- VI. A teacher who gives irrevocable written notice of retirement effective at the end of the school year to Human Resources on or before January 15 will receive a one-time payment of ~~fifteen~~ **twenty-five** hundred dollars (~~\$1,500~~ **\$2,500**) in the final paycheck at the end of the year. **A retiring teacher shall be able to purchase their district-issued laptop at the end of their employment for a fair market value.**

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

I. Bachelor's Degree +18:

Transcripts must be submitted showing a bachelor's conferred and eighteen (18) semester hours of credit earned ~~subsequent to the granting of the bachelor's degree~~. All credits earned must be from an accredited college or university. Up to six (6) hours may be non-academic credit or PDUs earned ~~subsequent to employment in the District and~~ under the Board-approved regulations governing non-academic credit. Credit applicable toward B+18 or B+36 must be in one (1) of the following and must be upper division (300-600 level):

- A. the teacher's major or minor field;
- B. in an education content or administrative area in a public school setting; or
- C. an area which furthers a District educational program in which the teacher is or will be participating. Upper division and graduate credits earned in religious education are acceptable only when an accredited college or university indicates that these hours are acceptable toward a master's degree in education in which the employee is enrolled or some specific teaching areas.
- D. Professional Development Units (PDUs)
 1. Applications must be approved thirty (30) days prior to the beginning of any independent project or alternative study proposed by a teacher. The applicant must give a description of the project outline or alternative study requirements, the objectives, and estimate of the time involved along with the number of PDUs requested.
 2. Applications to earn PDUs must be approved by the Superintendent whose decision will be final.
 3. The project or alternative study must be applicable to the teacher's assignment and of a quality satisfactory to use in other classrooms in the District with usable teaching products to become the property of the District.
 4. PDUs will be granted upon completion of the project or alternative study and approved by the Superintendent whose decision will be final. Maximum credit for independent PDU credits for salary purposes is three (3) PDU credits for salary purposes per project.

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

II. Bachelor's Degree +36/**Double Bachelor's Degrees**:

Same as paragraph I above except that up to twelve (12) hours of non-academic credit or PDUs may be accepted.

III. Master's Degree:

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

IV. Master's Degree +18:

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

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

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

V. Master's Degree +36/**Double Master's Degrees:**

Same as paragraph IV above except up to twelve (12) hours non-academic credit or PDUs may be allowed.

VI. **VI. Doctorate:**

Same as in A-C from paragraph IV above.

VII. ~~VI-VII.~~ Teachers, social workers, or other positions not requiring a Type A certification shall receive one (1) step of credit on the salary schedule for every two (2) recognized years of business or specialty area experience accumulated within the past five (5) years or experience contiguous to such experience and meeting the standards established by the DEED for specialty area certification.

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

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

Teachers requesting a change in placement on the salary schedule on a basis of additional credits earned before the first day of the semester shall furnish the Human Resources Department a completed Request for Salary Change form and official transcripts not later than forty-five (45) days after the start of the new semester so that contract addendums may be prepared. If a teacher is unable to comply with these time deadlines through no fault of his/her own, the date shall be extended. Requests for transcripts must

be made promptly and in no event no later than ten (10) calendar days following the completion of the courses. Teachers who receive a second semester change in salary on the basis of additional credits earned shall receive one-half ($\frac{1}{2}$) of the increase given for a full school term. An adjustment may be made in salary placement to correct an error in training and/or experience records. Adjustments shall be retroactive to the beginning of the current year's contract. It is the obligation of the teacher to provide up-to-date transcripts and verification of experience to the Human Resources Department. Verification of experience must be received by the Human Resources Department within six (6) weeks of the date the teacher was originally hired by the District.

The District will compile data on all teachers regarding the credits and/or degrees earned concurrently that were held upon being hired by the District.

107 STUDENT ACTIVITY SPONSORSHIP

I. Definition

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

II. Conditions

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

III. Vacancies and Hiring

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

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

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

The principal shall issue the contract to the applicant best qualified to sponsor the activity. In the event the percentage of SAS contracts held by certified teachers falls below fifty percent (50%)

at any one school, the available SAS contracts will subsequently be offered first to qualified certified teachers at that school who volunteer until at least fifty percent (50%) of the contracts are again held by teachers.

IV. Contract

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

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

V. Expense Reimbursement

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

VI. Elementary and Secondary Activities Paid by Hours Negotiated

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

Ranges:	1	2	3	4	5	6	7	8
Rates:	12X	25X	50X	100X	150X	200X	300X	400X
The X factor will be \$15.98 24.00 .								

MIDDLE/JUNIOR HIGH SCHOOL ACTIVITY RANGES

RANGE 2

Cross-Country Running
Interest Clubs

RANGE 3

Band
Choir
Drama (per major production*)
Honor Society
Math Counts
Orchestra
Student Council
Track and Field
Wrestling Managers

RANGE 4

Rifle
Robotics
Student Newspaper

RANGE 5

Boys' Volleyball ~~7th & 8th~~
(per team)
Boys' Basketball ~~7th~~
(per team)
~~Boys' Basketball 8th~~

RANGE 5 (cont.)

Cross-Country Skiing
Girls' Volleyball ~~7th & 8th~~
(per team)
Girls' Basketball ~~7th~~
(per team)
~~Girls' Basketball 8th~~ Gymnastics
Intramurals
Wrestling
Yearbook

**Jointly determined by sponsor and principal*

SENIOR HIGH SCHOOL ACTIVITY RANGES

RANGE 2

Interest Clubs

RANGE 3

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

RANGE 4

Career Interest Clubs (FFA
HOSA, DECA, etc.)
Class Advisor - Junior
Declamation
Forensics/Debate
Drama/Debate/Forensics (DDF)
Honor Society
Pep Band (per sport season)

RANGE 5

Band**
Class Advisor – Senior
Dance Team
Drama (per major production*)
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eSports

Orchestra**
Robotics
Science Symposium
Vocal Music**

RANGE 6

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

RANGE 7

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

RANGE 8

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

**Jointly determined by sponsor and principal*

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

110 HEALTH BENEFIT PLAN

I. Medical and Prescription Plans

The District agrees to offer options for health plan coverage, as described below, **retroactive to the first day of the month following date of hire,** ~~beginning the first day of the month following thirty (30) days of employment~~ and continuing until employment termination. **Reimbursements shall be prorated if employee breaks contract early.** For employees who elect to participate in the District's health benefits plan, coverage will extend until August 31 for any terminating teacher who holds and completes a full year contract. 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. 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

Plan costs will be set annually based on a fiscal year basis. 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 paycheck in September.

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.

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).

If the actual claims in any of the three plans is greater than the projected claims, the difference will be capped at 4% towards the employee dollar share for the purpose of calculating the subsequent year's premium for each plan.

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, 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)~~ **one thousand five hundred (\$1,500)** 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)~~ **one thousand five hundred (\$1,500)** dollar District contribution for the duration of this contract.

II. 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.

III. 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 super majority vote of seventy-five percent (75%). Minutes shall be taken of the meetings.

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

- A. Result in violations of established laws or regulations;
- B. Alter the administration or management of health care benefits;
- C. Result in a cost increase to the Plan of more than five percent (5%); or
- D. Be detrimental to the financial interests of the District, as determined by the Superintendent.

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

112 SUPPLEMENTAL RETIREMENT ACCOUNTS

The District will match employee contributions up to + **3%** of the employee's annual salary into the employee's supplemental retirement account. Teachers may choose from any combination of the following methods of contribution, if qualified:

- A. All teachers may contribute up to the cash out value of their personal leave annually at ~~their per diem rate, up to~~ **the rate of \$350 per day**. Teachers may contribute half days.
- B. Tier III teachers may contribute up to three (3) sick leave days annually at ~~their per diem rate, up to~~ **the rate of \$350 per day**, according to the following guidelines:
 - a. Once a Tier III teacher has accumulated 100 hours of sick leave, the teacher may request to cash in one (1) day of sick leave to contribute to a 403b.
 - b. Once a Tier III teacher has accumulated ~~200~~ **150** hours of sick leave, the teacher may request to cash in two (2) days of sick leave to contribute to a 403b.
 - c. Once a Tier III teacher has accumulated ~~300~~ **200** hours of sick leave, the teacher may request to cash in three (3) days of sick leave to contribute to a 403b.
- C. Teacher salary contributions.

Teachers may make individual contributions to the supplemental retirement accounts governed by the IRS limitations that exceed the ~~1%~~ **3%** match provided by the District.

Annual requests to cash out personal and/or sick leave must be received by the payroll department no later than May 1st of each year. These requests will be processed between May 1st and the last payroll process of the school year.

202 DISABILITY LEAVE

Upon the recommendation of the teacher's physician a leave of absence shall be granted for up to one (1) school year, plus any unfinished school year **for personal illness or to care for an immediate family member**. The request for leave shall be in writing and be accompanied by a physician's statement setting forth the specific illness or disability, the date the teacher's disability commenced or will commence, and the expected length of the absence. If an employee has already been on leave without pay status due to the same disability, the disability leave will commence on the date the employee went into leave without pay status. Prior to the commencement of a disability leave a teacher's sick leave benefits under this contract must have been exhausted. If a teacher requesting disability leave is considered an eligible employee under FMLA, the District will comply with all provisions of FMLA and maintain the teacher's health benefits coverage consistent with the FMLA.

203 CHILD CARE LEAVE

A leave of absence without pay may be requested and shall be granted to a teacher for the purpose of caring for a newborn or newly adopted child. The length of the child care leave, **for each parent who is a district employee**, shall be for up to twelve (12) weeks, or the teacher(s) may continue child care leave for the balance of the first semester or the balance of the current school year. The leave of absence without pay for a newly adopted child may include such time as may be necessary, as approved by the Superintendent, to finalize the adoption and/or to have the child placed in the care and custody of the adopting teacher(s).

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

Child care leave must be taken within twelve (12) months after the child's birth or placement in a single block of time. If a teacher requesting child care leave is considered an eligible employee under FMLA, the District will maintain the teacher's health benefits coverage consistent with the FMLA. **Parents, who are employees of the District, are entitled to their individual full allotment of available leave to care for their child following its birth or placement.** ~~will be limited to a combined total of twelve (12) weeks of paid health benefits coverage within any twelve (12) month period for purposes of leave taken for child care.~~

303 PERSONAL LEAVE

Five (5) days of personal leave per year, accumulative to a maximum of fifteen (15) days, shall be granted to all teachers. No more than ~~six (6)~~ **eight (8)** days of personal leave may be used in any school year.

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

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

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

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

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

At the end of the school year, at the teacher's option, a teacher on active paid status and having completed their contract year, ~~may will~~ be paid ~~at his/her per diem rate up to~~ three hundred and fifty dollars (\$350) for each day of unused accrued personal leave. Each day cashed in shall then be deducted from the teacher's account. Cash-in shall be in half-day increments. A teacher must notify the District's Payroll Office in writing by May 1 of his/her desire to cash in personal leave.

308 FEA AND NEA-ALASKA PRESIDENT'S LEAVE

I. FEA President's Leave

A tenured teacher who is elected president of FEA shall be granted leave with pay, fringe benefits, and seniority accrual for a period equal to the term of president. The Association shall pay to the District one-half (½) the cost of the president's salary and one-half (½) the cost of associated benefits. The cost of associated benefits is the budgeted benefit rate for the year times one-half (½) the cost of the president's salary. **The president's accrual and use of sick leave shall be the same as that provided to other certified personnel working full-time in the District as set forth in articles 306 (Sick Leave) and 307 (Sick Leave Bank) of this agreement.** The benefit rate includes an amount for health plan benefits and life insurance, unemployment insurance, workers' compensation, TRS, and FICA medical (if applicable). TRS eligibility is subject to state rules governing retirement benefits.

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

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

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

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

If the teacher elects to serve additional terms, the teacher shall be entitled to return to **their** ~~his/her~~ same building to a position for which **they are** ~~his/her~~ is certificated and qualified if there is a vacancy or to the first vacant position, as determined by the Human Resources Department, for which **they are** ~~his/her~~ is certificated and qualified. When a teacher is granted such leave of absence, **they** ~~his/her~~ shall, upon reemployment, retain only the following employment rights held by **them** ~~his/her~~ before such leave was granted:

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

II. NEA-Alaska President's Leave

A tenured teacher who is elected president of NEA-Alaska shall be granted leave with pay and fringe benefits for a period not to exceed four (4) years. The leave shall be for two (2) complete school years, may be renewed for two (2) additional complete school years, but cannot be taken in conjunction with

any other leave. NEA-Alaska shall fully reimburse the District for the teacher's salary and benefit costs. TRS eligibility is subject to state rules governing retirement benefits.

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

Failure to furnish such notice shall constitute a notice of resignation.

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

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

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

A tenured teacher who is elected to an NEA Office shall be granted leave necessary to attend to NEA duties. The District will then accept reimbursement from NEA in the amount necessary to reimburse the District as association leave taken for this purpose.

311 HAZARD LEAVE

Hazard Leave is Personal Leave that is not subject to the leave restrictions described in 303 (Personal Leave) Hazard Leave may only be used when schools are open, but the teacher is unable to report to work due to an unforeseen environmental event and/or its peripheral logistical consequences.

In these emergency situations, the Hazard Leave will not diminish the amount of Personal Leave that each teacher may use on an annual basis.

401 TRANSFER AND REASSIGNMENT

I. Vacancies and Postings

A. Vacancy Definition

A vacancy is defined as a position created due to resignation or retirement, non-retention, termination of employment, leave of absence, transfer to another position, or creation of a new position.

B. Postings

Beginning February 15 and ending June 30, vacancies that have been approved by district administration to be filled shall be posted as follows:

1. 1. Internally for five (5) work days from February 15 through May 15. Positions that are not filled internally may be opened up to external applicants until the position is filled. Internal applicants may apply during either of the above posting periods.
2. 2. Internally and externally for a minimum of five (5) calendar days from May 16 through June 30. External applicants will be considered only after the consideration of all eligible internal applicants.

C. Filling Posted Vacancies

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

D. Filling Vacancies after the Posting Period

If a newly funded certificated position is created between July 1 and July 31, the position will be posted internally and externally. External applicants will be considered only after the consideration of all eligible internal applicants.

II. Definitions of Transfer and Reassignment

A. Transfer

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

B. Reassignment

1. At the elementary level, a reassignment is a change of grade level, between resource programs, or between a grade level and a resource program.

2. At the secondary level, a reassignment is a change of two (2) or more class preparations in one (1) semester. Replacement of one (1) class preparation by another constitutes one (1) change. The movement of a teacher to another team does not constitute a reassignment. 27
3. A "limited term assignment" means an assignment to a Districtwide position which has a specified duration.

C. Districtwide Programs

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

III. Voluntary Transfer

A. Eligibility

1. A teacher must have completed at least two (2) years of employment with the District to be eligible for a voluntary transfer. A teacher may apply for transfer to positions posted in the second semester of a teacher's second year of employment for the forthcoming school year.

*Exceptions: A first year part time teacher seeking a full time position or a first year teacher identified as an involuntary transfer for the upcoming school year may apply for a transfer.

2. A teacher on a Plan of Improvement is not eligible to apply for a voluntary transfer.

B. Interview

An interview between the requesting teacher and the receiving principal shall be required consistent with Section V of this article, provided the teacher meets the minimum qualifications of the position.

IV. Involuntary Transfer and Reassignment

A. Grounds for Involuntary Transfer or Reassignment

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

B. Notice of Transfer or Reassignment

1. Notice of an involuntary transfer or reassignment for the coming school term shall be given to a teacher as soon as practicable. If the involuntary transfer or reassignment requires a classroom move, the provisions of Article 517 *Classroom Moves* apply.
2. An involuntary transfer or reassignment will be made only after a meeting is held between the teacher involved and the supervisor, at which time the teacher will be informed of the reasons for the transfer or reassignment which will, at the request of the teacher, be reduced to writing and placed in the teacher's personnel file.
 - a) Involuntarily transferred teachers will be encouraged to apply for any positions in which they are interested.
 - b) A secondary teacher, who is subject to being involuntarily transferred because of a reduction within a department, will be reassigned within the building if there is a position available in another department for which the teacher is minimally qualified.
 - c) A teacher notified of involuntary reassignment shall be notified of positions available in his/her building and shall be considered before those seeking voluntary reassignments.

V. Order of Priority and Minimum Qualifications

A. Order of Priority

1. Laid off teachers: A vacancy will not be posted if a teacher on the layoff list is qualified to fill the position.
2. Involuntary transfer teachers: A teacher who has been notified of an involuntary transfer for the current or upcoming school year shall receive first consideration for voluntary transfer.
3. Voluntary transfer teachers
4. External applicants

B. Minimum Qualifications

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

VI. Selection Provisions

A. Teacher Selection

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

B. Notice of Filled Position

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

C. Written Reasons

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

VII. Building Closures

- A. Buildings will be identified for closure prior to the date that open positions are posted. Staff members in the impacted buildings will be notified of the potential for building closure prior to the date on which internal positions are opened.**

B. The District will provide the affected staff members the opportunity to preview open positions within the District a minimum of five (5) workdays prior to posting.

C. Affected staff members:

- 1. Will be subject to the Involuntary Transfer procedures as outlined in this article.**
- 2. May submit a letter of interest prioritizing their desired placement in the event that placement is necessary. The District shall take into account these letters of interest if placing employees in a new position.**
- 3. Will be granted the benefits of Article 517 (Classroom Moves).**

403 TEACHER CONTRACT

Individual employment contracts for one hundred forty (140) days or more in duration shall be continuing. **Due to the continuing nature of these contracts, only one individual employment contract shall be issued at the start of employment.**

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

404 BUILDING AND PERSONNEL FILE

I. Building File

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

- A. Observation notes from formal and informal observation
- B. Parent, staff and student feedback regarding the employee’s job performance
- C. Conferencing documentation (notes of meetings)
- D. Documentation confirming a conversation or topic of consultation with a teacher
- E. Copies of documents kept in the Human Resource personnel file relating to the teacher’s evaluation

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

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

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

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

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

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

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

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

II. Personnel Files

The employee personnel file at the Administrative Center of the District shall be the only official depository of information relating to the teacher's employment. Personnel files in Human Resources are the collection point of formal evaluations, letters of warning and reprimand, plans of improvement and certificates. It is understood that all written documents pertaining to employee discipline are kept in the personnel file.

All materials in the employee personnel file shall be made available for review to the teacher at his/her request, and requests to attach responses to such material shall not be denied. A copy of any material in the personnel file pertaining to a teacher will be provided to the teacher upon request. File review will be in the presence of a member of the Human Resources staff.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants. All documents, communications, and records dealing with teacher termination or non-retention shall be removed from the teacher's personnel file if the teacher is absolved and reinstated. These materials shall be maintained in a separate, closed, confidential file, which shall not be subsequently used or referred to, save as may be ordered by a court of competent jurisdiction.

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

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

An employee may request to have a Letter of Warning removed from their personnel file after three (3) years with no further discipline on the issue for which the employee was warned.

III. **Teachers shall be made aware of any negative or derogatory written documents, statements, or comments, made against them, that is accessible by any other person, including internal software systems, emails, apple tracts, and other similar programs.**

410 NONDISCRIMINATION

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

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

502 PREPARATION PERIOD

- I. **All teachers shall be allotted at least half (50%) of the available 30 minute periods prior to and after student contact as non-contact, prep time with the first 30 minute slot of any given week designated protected prep time. The other half of the available 30 minute slots is to accommodate for PLCs, IEPs, SSTs, Staff Meetings, and other necessary meetings, not for student supervision.**
- II. ~~I. II.~~ All secondary, including middle school, teachers shall be allotted one (1) class period within each student school day for preparation of professional assignments.
Teachers in high schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred fifty (250) minutes a week, in blocks of time of not less than fifty (50) consecutive minutes, ~~nor more than one hundred (100) consecutive minutes~~, to be distributed throughout the student contact week. Teachers in middle schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred ~~fifty twenty-five (225)~~ **(250)** minutes a week; ~~in blocks of time not less than forty-five (45) consecutive minutes~~, to be distributed throughout the student contact week **with no more than one day per week being a non-prep day.**
- III. ~~H. III.~~ All elementary teachers shall be allotted at least thirty (30) consecutive minutes for preparation at the beginning of the teacher work day.

In addition, **for elementary**, the principal will schedule **at least two hundred forty (240)** ~~one hundred eighty (180)~~ minutes of preparation time per week during the student contact day. Prep time will be scheduled in blocks of not less than thirty (30) consecutive minutes, ~~and no more than sixty (60) minutes will be scheduled~~ during any one (1) student contact day. The schedule will be created for a normal week.
- IV. ~~HH. IV.~~ A written schedule indicating each teacher's preparation time shall be distributed to each teacher prior to the first student contact day and within five (5) workdays of any schedule change. **To Be Determined (TBD) is not an acceptable entry on the distributed schedule.**
- V. ~~IV. V.~~ Annual evaluation meetings may be scheduled during prep times for a maximum of two (2) prep times per year.
- VI. ~~V. VI.~~ Over the course of a week, principals will ~~make every reasonable effort to~~ accommodate missed preparation time.

506 TEACHER WORK DAY

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

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

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

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

1. Staff Meetings:

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

2. Professional Learning Community (PLC):

Four hours per month, inclusive of the additional thirty (30) minutes of time for the purpose of PLC meetings, will be dedicated to PLC time and shall be scheduled by the PLC and approved by the principal. **PLCs can adjust when and where they meet, provided they communicate with their supervisor and principal, and the meeting time does not conflict with other building meetings or PD.**

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

3. Evening Meetings:

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

4. Parent Teacher Conferences:

Teachers who are parents of school age children will be provided two (2) hours to attend their children's parent-teacher conferences. Teachers are required to provide a proposed conference schedule to their building administrator for approval at least five (5) work days in advance.

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

The principals or their designees shall inform members immediately when they are potentially exposed to contagious diseases and illness, and shall instruct members about prevention and protection from diseases and illness. No information shall be released in violation of privacy acts.

A member may refuse to carry out an order that threatens health (excluding normal childhood diseases including but not limited to colds, flu, mumps, measles, chicken pox) or physical safety; or which is a violation of federal or state statutes. If the member refuses, the member shall have the burden of proof.

No teacher shall be required to search for a bomb or other destructive device. Teachers shall be notified as soon as possible of any known hazards or threats to the school, students, and staff. The District will provide training to all teachers on responding to active shooter situations.

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

Members shall bring to the immediate attention of the supervisor any situation considered to be unsafe or unhealthy. The District shall remedy any unsafe or unhealthy conditions to maintain a healthy and safe work environment. For issues not under the Districts purview, the District will notify the appropriate authority, then notify the Association of the timeframe for a remedy.

If the Superintendent determines that an emergency closure of schools is necessary because of conditions posing a threat to the health or safety of students, members in the closed school(s) shall not lose their regularly scheduled salary because of the closure.

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

No teacher shall be required to administer non-emergency medication or medical treatment. If a teacher agrees to administer non-emergency medication or medical treatment, the District will provide any necessary training.

The District shall ensure or indemnify and protect any teacher against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit, or judgment by reason of alleged negligence, alleged violation of civil rights, or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside the school premises, if the teacher, at the time of the occurrence, was acting within the course or scope of their duties.

512 WORK RELATED INJURY

A teacher who suffers a work related injury is required to ~~immediately~~ notify their supervisor and to complete the appropriate reporting forms **as soon as practicable**. When a teacher experiences a work related injury, the supervisor will meet with the teacher to discuss the incident and identify supports.

The District promotes and supports anti-violence in our schools. **The District will provide supports and training for teachers with students who exhibit violent and disruptive behaviors.**

An assault occurs when a person intentionally, recklessly or with criminal negligence causes physical injury upon the person of another or by words places another in fear of imminent physical injury. ~~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.~~

Nothing contained in this Article will restrict a member’s right to file a police report.

If the teacher experiences a work related injury due to an assault, the supervisor will take the additional following steps.

I. Work Related Injury: Assault by Another Adult

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

- A. A. The District will report the assault to the local law enforcement.
- B. B. The District will provide counseling, legal and other supports through the Employee Assistance Program.
- C. C. The District will assume full liability of the employee’s injuries consistent with the Worker’s Compensation Law.
- D. D. The District will support the teacher 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.
- E. E. The supervisor will meet with the teacher to discuss additional supports that may be needed.

II. Work Related Injury: Assault by Student

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

- A. A. 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.
- B. B. 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.
- C. C. The teacher will be provided an opportunity to work with the administrator and other staff members (i.e. behavior coach, school psychologist, or counselor) for support in managing the student's behaviors.
- D. D. Students who have been removed from the classroom for violent or severely disruptive behavior shall only be returned to the classroom after appropriate action has been taken. It is strongly encouraged that a meeting between the member, administrator, and parent occur prior to the student returning to the classroom.**

III. Teacher Absence Related to Assault

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

IV. Workers' Compensation

A. 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) work days of the incident and submit the forms to the employee's supervisor. The District shall provide workers' compensation benefits prescribed by statute to an employee who sustains an on-the-job injury. In no case shall an employee be entitled to receive an amount that exceeds his/her normal gross pay. The length of time a teacher is in a leave without pay status due to the specific disability shall be up to one (1) school year, plus any unfinished school year. Should the disability continue beyond this time the teacher may, as determined by the District and consistent with applicable law, be terminated, non-retained, or dismissed.

B. Injury

The District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while a teacher is on the job or in any function in compliance with a direct order by a supervisor(s). A worker's 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 teacher has two compensation options during any absence in conjunction with a work-related injury:

1. ~~3.~~ **1.** The teacher may choose to take worker's compensation payments in lieu of a salary benefit and retain his/her accrued sick leave. The worker's compensation benefit will always be lower than the sick leave benefit.
2. ~~4.~~ **2.** The teacher may choose to take worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. A teacher on worker's compensation shall accrue all leave benefits available for that position.

V. Length of Leave

To determine the length of time during which a teacher is temporarily unable to perform duties and in determining that a disability is attributable to the specific injury involved, the District shall have the right to have a teacher examined by a physician of its own designation. In the event there is an adjudication of the period of temporary disability in the appropriate workers' compensation proceedings, the District may adopt such adjudication.

513 PARKING

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

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

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

If a school has itinerant teacher positions, a sign shall be posted to reserve a parking spot with a head bolt plug-in near the entrance of the school. One parking spot shall be reserved for every two itinerant teachers assigned to that school.

518 CLASSROOM SAFETY

I. Workplace Classroom Safety

- a. There will be an annual review of discipline procedures. Policies pertaining to student behavior will be accessible to teachers. Teachers will have full opportunity to recommend policies and regulations pertaining to student discipline. Building procedures for maintaining student discipline shall address standard methods and expectations regarding temporary removal of students from the classroom, as well as methods and expectations for unusual breaches of discipline including, but not limited to, intentional physical assault and weapons possession.
- b. Principals shall document the following student acts against teachers:
 1. Verbal Assault
 2. Physical Assault
 3. Harassment
 4. Property Damage
 5. Crimes Defined by Alaska Statute
- c. Teachers shall be informed of assigned students who have a documented history of violent behavior that poses a threat to students and/or staff. If documented violent behavior is known, the teacher will be made aware of the behaviors prior to the student being placed into the teacher's classroom. The administrator reserves the right to decide the student's placement into the classroom. **The District shall establish and adhere to a consistent anti-violence policy. A provision in this policy will require the District to notify members, prior to student placement in the classroom, about any student who has, within two years, been expelled from any school for weapons possession or incidents of violence. If an administrator believes a student poses a threat to staff or student safety because of past behavior, the administrator will notify the appropriate staff in a timely manner.**
- d. Teachers may have physical contact with students when reasonable and necessary to maintain a safe environment, to administer first aid, and to attend to health needs. Examples of these circumstances include protecting self, protecting students from physical harm, preventing accidental injury, moving through a crowd to attend to an emergency, and providing appropriate care, or restraint, for students with special needs.
- e. Teachers may not have physical contact with students in the context of disciplinary action.

II. Harassment of Educators

- a. **A teacher subjected to harassment, assault, bullying, or threats to their well-being, in connection with their employment, shall inform their immediate supervisor of the incident. The administrator or their designee will acknowledge the receipt of the report within five (5) school days. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and therefore will take appropriate action. The referral of such an incident,**

if of a serious nature, should be to the Superintendent and/or appropriate law enforcement authorities by the building principal or the teacher. If deemed advisable by the Superintendent, the matter will be referred to the school attorney for legal consultation and advice. The impacted teacher(s) shall be kept apprised of the outcome of the administrator's investigation. There shall be no retribution towards teachers who report incidents of verbal or physical assault or hazardous or unsafe conditions.

- b. Employees should not be subjected to harassment, intimidation, inappropriate behavior or interference by a parent or any other person not employed by the district in the performance of the employee's duties. Employees will not be expected to remain in any meeting or activity in which prohibited behavior occurs.
- c. Expectations for visitor conduct shall be posted prominently at each site in the area where visitors check in. The expectations shall include the conduct of parents and visitors while on school grounds and during school activities and will be communicated to parents and the community through appropriate means.
- d. Educators shall be informed of parents or visitors who have a history of abusive or harassing behavior that has been documented by the district. The District will facilitate and support the filing of a criminal complaint against any adult, not employed by the District, who physically assaults a member while on duty. Counseling and assistance in the filing of a Worker's Compensation claim shall also be provided.

Nothing contained in this Article will restrict a member's right to file a police report.

- e. Educators shall have the right upon request to have an administrator present in a meeting where parents or visitors who have a history of abusive or harassing behavior are present.

III. District Safety Committee

- a. A joint District Safety Committee will be formed to make recommendations to the Board on school District safety measures. This committee shall be composed of three (3) members appointed by the District, three (3) members appointed by the Fairbanks Education Association, three (3) member representatives from ESSA, one (1) member from FPA, and others as mutually agreed upon. It shall be the ongoing responsibility of this committee to investigate and recommend implementation of School District safety matters relating to staff and students.

- b. **Such meetings shall occur at mutually agreed upon times making every effort to meet before student arrival or after student dismissal so as not to disrupt the learning environment.**
- c. **The committee shall meet at least quarterly.**

523 MAINTENANCE OF STANDARDS

All conditions of employment shall be maintained at not less than the highest minimum standards in effect in the District at the time this agreement is signed, provided as such conditions shall be improved for the benefit of employees as required by the express provisions of this agreement. This agreement shall not be interpreted or applied to deprive employees of professional and or employment advantages heretofore enjoyed unless expressly stated herein.

602 SUBSTITUTES

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

In the event a teacher becomes ill during the duty day, the teacher shall notify the principal when a substitute is needed. Qualified substitutes will be provided for absent teachers whenever possible. No teacher will be required to arrange for ~~his/her~~ **their** substitute, but a teacher may recommend a particular substitute. No teacher will be required to substitute for another except in an emergency **and on no more than eight (8) occasions per year, without the teacher's consent.** When a teacher supervises a class during their normal preparation time (as provided in Article 502), **during a regularly scheduled class period, duty-free lunch, or normally assigned duties,** the teacher will receive compensation at their ~~B+0~~ hourly **per diem** rate, paid to the nearest quarter hour, **or will accrue compensation time in an amount equal to the time that supervision was provided. The teacher shall have the choice to determine whether to receive paid compensation at their per diem rate or accrue compensation time on each occasion that said supervision is provided.** The administrator will process the necessary form(s) for the teacher to be compensated within thirty (30) days.

In the event a class is split ~~or~~ **so that** a teacher has additional students to monitor in addition to their current class, administrators will ~~make a reasonable effort to provide the teacher with additional duty-free time~~ **the choice of compensatory time or pay at their per diem rate equal to the amount of time student supervision was required, paid to the nearest quarter hour.**

A priority list of school staff, including administrators, that addresses classroom coverage during a substitute shortage and minimizes the impact on classroom teachers will be provided, published, and distributed at the building level prior to the first student contact day of the school year.

606 SPECIAL EDUCATION SUPPORT

- I. If special education teachers need assistance in order to complete mandatory special education paperwork, they may make a request for assistance to their building principal. The written justification for the request will be submitted for review and approval to the building principal and the Executive Director of Special Education. If approved, assistance may include support from Administrative Center testers or the assignment of temporary special education teacher aides or substitute teachers.
- II. **When a special education teacher determines that a student safety concern interferes with their prep period or duty-free lunch, that special education teacher shall be provided an additional CPI trained staff member to ensure classroom safety is maintained during that time. If an appropriately trained individual cannot be provided, or if the situation requires that the special education teacher must remain with the student, they will receive the choice of compensatory time or pay at their per diem for any missed prep time or duty-free lunch.**
- III. **Special education teachers are entitled to twenty (20) additional hours per year paid at their per diem rate, in recognition of the workload associated with preparing and completing IEPs and special education evaluations, meeting compliance requirements, and supervising students as required by the IEP. In addition, when a special education case manager prepares and completes IEPs off their caseload, they will receive additional compensation of one hundred dollars (\$100) per IEP.**
- IV. **Special education programs that include daily living, personal hygiene, and toileting skills will be located in buildings with classrooms that have the appropriate facilities, including but not limited to, self-contained classrooms, in-class bathrooms/changing rooms, sinks, and quiet areas.**

701 DURATION

This Agreement and each of its provisions are binding and effective as of July 1, ~~2019~~ **2022**, and shall continue in full force and effect until June 30, ~~2022~~ **2025**.

704 GRIEVANCES

I. Definitions

- A. A "grievant" shall mean a teacher, group of teachers, or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that dispute or disagreement exists involving interpretation or application of the terms of this Agreement. A grievance occurs after an informal meeting between the employee and his/her supervisor.
- C. "Days" shall mean teacher work days, except as otherwise indicated. ~~Unless otherwise mutually agreed,~~ **Grievance timelines will be suspended outside of the teacher contract year, unless a party indicates the need to proceed with the grievance between the end of the school year and beginning of the next school year.**

II. Time Limits

- A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- B. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- C. Any grievance not advanced from one (1) step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

III. Appearance and Representation

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

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

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

the authorized District representative.

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

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

 4. The parties agree the purpose of the contract provision is to set an expectation of cooperation and open communication. It is agreed it is not in the interest of either party to surprise or entrap the other; and the purpose of this article is to articulate an understanding that each party will communicate openly with the other in a good faith effort to resolve disputes.

 5. The parties further recognize each party reserves the right to alter or supplement previously provided information; and neither party agrees to be impaired by a strict interpretation of these provisions so as to hamper rather than promote preparation for a full presentation at a grievance meeting.
- B. Both the District and the Association shall be notified of, and may be represented at, any scheduled meetings, appeal, or other proceedings relating to a grievance which has been presented.
- C. If in the judgment of the Association a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance to the Superintendent. The grievance may be processed through all levels of the procedure even though there is no individual aggrieved person who wishes to do so.
- D. **Grievances arising out of a disciplinary action may, at the Association’s discretion, begin at Step 1 or 2.**

IV. Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted, as

long as the disposition of the problem is not inconsistent with the terms of this Agreement.

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

V. Procedure

A. Informal

The parties in interest acknowledge that it is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communication. Prior to the filing of a grievance, but within ten (10) workdays of the date in which the problem/dispute arose, employees will discuss potential problems with their supervisor. Each party may have representation by the Association or District present at the 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 a mutually agreed upon form and after the informal meeting has occurred between the employee and supervisor. The mutually agreed upon form must be filed within ten (10) workdays. Upon 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 Association, a grievance affects a group of employees, or the Association, the Association may initiate and submit such a grievance in writing, the parties may mutually agree to start the grievance process at step two (2) of this procedure.
3. The employee or representative, upon request, shall be granted up to a five (5) workday extension prior to the filing of a grievance, if requested prior to the conclusion of the ten (10) workday timeline to file a grievance. The request must provide a rationale on the need for an extension.

C. Step 1

1. The meeting will be comprised of open dialogue involving both parties to ensure a good faith attempt to resolve the problem/dispute. Both parties will provide evidence during the meeting in accordance with procedures that are mutually agreed upon.
2. Within five (5) workdays after the aforementioned meeting, the District shall communicate their answer to the parties in writing.

3. The District representative involved in Step 1, shall not be involved in the informal meeting.

D. Step 2

1. If the grievance is not resolved in Step 1, the grievant may within ~~ten (10) five (5)~~ days of receipt of the supervisor's answer submit to the Superintendent or ~~his/her~~ **their** designee a written statement of grievance by the grievant. A copy shall be given to the supervisor involved at the same time. If a designee, they shall not have been involved in the informal or Step 1 meetings.
2. The Superintendent shall arrange for a meeting with the grievant to take place at a mutually agreed upon time within twenty (20) workdays.
3. Upon conclusion of the meeting, the Superintendent will have ten (10) days to provide an answer in writing, together with the reasons for the decision, to the grievant and the Association.
4. If the grievance is not resolved at Step 2, the Association may move the matter toward Binding Arbitration.

VI. Binding Arbitration

- A. If the Association or the District determines that the grievance involves the interpretation, meaning, or application of any provision of this Agreement, within fifteen (15) days after the receipt of the decision by the Superintendent in Step 2, Item 3, the Association or the District, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to the arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- B. Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a ten (10) day period, a request for a list of arbitrators will be made jointly to the American Arbitration Association.
- C. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
- D. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board. The Association shall discourage any attempt of its members and shall not encourage or cooperate in any appeal to any court or labor board from a decision of an arbitrator.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel

and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

- F. The arbitrator shall award no punitive damages.