

Fairbanks Principals' Association
2019-2022 Proposed Contract Changes

Included in this document are the proposed contract changes for the contract between the Fairbanks Principals' Association and the Fairbanks Northstar Borough School District.

Negotiations Team:

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Submitted to the Fairbanks Northstar Borough School District on January 31st, 2019.

3100 Duration:

This Agreement and each of its provisions is binding and effective as of July 1, ~~2016~~, **2019** and shall continue in full force and effect until June 30, ~~2019~~ **2022**. If either party wishes to negotiate a successor to this Agreement they shall notify the other party of their desire to commence negotiations prior to March 1, ~~2019~~ **2022**.

4050 School Closure:

FPA members are expected to go into school on a school closure day. FPA members should be expected to work a full day and be paid for a full day. This day is observed as an extra day and FPA members will be expected to finish out the school year ~~at~~ as the new calendar year is published by the Superintendent's contracted number of days.

4150 Flex Day Time:

In recognition of ~~weekend and evening~~ time **demands** placed on principals **outside of the duty day** during the school year, up to ~~five (5)~~ **ten (10)** workdays or ~~thirty-five (35)~~ **seventy (70)** hours may be used as flex days **time**.

In using flex days **time**, the following rules shall apply:

1. **Flex time can be used outside of the duty day. Flex time used outside the duty day can be logged for pay as determined by the principal. Flex time logged for pay must be used during officially scheduled school events when the principal is assigned coverage. Compensation for flex time will be calculated and paid at the per diem rate.**
2. **Flex time can be used in the form of leave.** ~~Flex days must be taken with supervisor approval.~~ Principals are expected to exercise their best judgment regarding school needs when scheduling use of flex days **time**. When taking a block of ~~one (1)~~ **seven (7)** to ~~three (3)~~ **thirty five (35)** flex days **hours**, a minimum of five (5) workdays' notice to the supervisor will be provided before the planned absence. Exceptions **to the notice requirement** may be granted at the discretion of the supervisor. If the request is at the end of the work calendar, normal year-end check-out procedures must be completed. At any time, the principal may request a review of a supervisor's decision by the Executive Director of Human Resources.

For purposes of calculating per diem rates, leave accruals, recording leave usage, and other necessary hourly adjustments or allocations, the standard quoted work day for principals is seven (7) hours.

4600 Vacancies and Voluntary Transfers:

All permanent principal positions that become vacant will be posted for a minimum of five (5) work days during the school year and five (5) calendar days during the summer months. FPA members are encouraged to apply online for positions of interest. Any **qualified**, current principal will receive an interview.

If a principal's request for transfer is denied, the principal will be informed of the reasons for his/her non-selection.

When a principal position is designated as "interim" rather than "permanent", any principal who would like to be considered to the interim position should apply online.

4750 Tenure:

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

4760 Assistance for Elementary Schools:

~~No later than the end of each first quarter,~~ At the request of the FPA president, the district and the FPA agree to explore and, to the degree practicable, implement provisions for administrative assistance for ~~large elementary~~ schools **based on identified needs.**

4900 Employee Discipline:

1. Without limiting the District's right to impose an appropriate level of discipline, including dismissal, when the seriousness of the offense warrants, the District recognizes the principles of progressive discipline. Dismissal or non-retention of a principal shall be in compliance with applicable statutes. No principal will be formally disciplined without just cause.
2. A principal may request the presence of an FPA representative when he/she is being formally disciplined for any infraction of rules or delinquency in professional performance. Principals shall not be disciplined in the presence of staff, parents, students, or the public.

Any written complaint not shared with a principal within ten (10) work days after it is received by a supervisor, exclusive of any absences by the principal or supervisor, shall not be allowed as evidence in any disciplinary action against the principal.

~~Some written complaints cannot be shared with a principal because of the legal ramifications of the complaint. The District will work toward a timely conclusion of this type of complaint.~~

3. All disciplinary documents will be 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.
4. "Progressive discipline" normally means:
 - 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

5400 Professional Development Funds:

The District will provide professional development funds in the amount of ~~forty six~~ **sixty** thousand dollars ~~(\$40,000)~~ **(\$60,000)** each year. **Forty thousand dollars (\$40,000) will be distributed evenly among all FPA members.** Principals shall apply to the Superintendent to use the funds using a District-developed approval form. The Superintendent shall have the authority to grant or deny any request; however, approval shall not be unreasonably withheld provided the request advances the goals or requirements of an approved professional development plan **or additional goals identified during the course of the school year.** Funds cannot be diverted to other uses, nor can they be used for equipment purchases. Travel and employee reimbursements must follow standard district practices. By April 1st principals will notify FPA if they do not plan to use funds that year, at which point those funds will become unallocated and available for other **FPA members to use for** appropriate expenditures for professional development. By April 1st principals may submit to the FPA executive board a request for reimbursement based on actual or expected overages, to be considered for reimbursement from unallocated funds. Professional development funds must be spent or encumbered by the end of each fiscal year. **These funds will be available for use by FPA members until the end of the fiscal year.**

The remaining twenty thousand dollars (\$20,000) will be used as determined by the FPA executive board. All funds will be used for FPA member professional development.

5450 **Professional Communication Funds:**

Each administrator will be paid \$200/month (\$2400/year) to support the acquisition and use of a cell phone and Internet services. Administrators are expected to maintain an active cell phone number and personal internet services. Allowance will be made in two payments: December and May.

5460 **Device Buyout:**

Administrators shall have the option to purchase their laptop, at fair market value, upon separation from district, or when the device is being replaced per district replacement schedule.

6100 Personal Leave:

Principals shall be granted six (6) days personal leave per contract year accrued to a maximum of twenty-five (25) days. The use of personal leave requires the prior approval of the principal's supervisor. No more than six (6) days of personal leave may be used in any one (1) school year. At the end of each year, the principal may cash out personal leave at the principal's per diem salary rate, ~~provided six (6) days remain in the principal's account after the cash-out.~~ All of the principal's unused personal leave shall be payable at the principal's per diem salary rate upon resignation or retirement.

In extenuating circumstances, a principal may request the use of more than six (6) days to be approved or denied at the discretion of the Superintendent. A principal must notify the District's Accounting Office in writing by May 1 of his/her desire to cash out personal leave.

8000 SALARY

8100 Principal Salary Schedule:

~~2016-2019~~ **2019-2022** School Years:

For the agreed upon salary schedules the calendar shall not exceed the number of contract days per position as listed below which excludes school holidays as defined in AS 14.03.050.

School years ~~2016-2019~~ **2019-2022** Step and/or Lane movement.

The salary schedules on the next three pages are based on a proposed 5% raise each year for all principals. It also includes changes in steps 12 and 14 so they are “real steps.” We have also added a 16th step.

2019-2020 school year

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PA	194 196	Asst. Principal Elementary Level	86,474	86,474	90,850	93,122	95,450	97,837	100,283	102,789	105,359	107,993	110,693	113,460	116,297	119,204	122,184	125,239	128,370
PB	196	Asst. Principal Middle Level	89,294	91,526	93,814	96,160	98,564	101,028	103,554	106,142	108,796	111,516	114,304	117,161	120,090	123,092	126,170	129,324	132,557
PC	196	Asst. Principal High Level & Dean of Students	92,828	95,150	97,528	99,966	102,465	105,027	107,653	110,345	113,103	115,931	118,829	121,799	124,844	127,965	131,164	134,443	137,804
PD	196	Principal Elementary Level	95,556	97,945	100,394	102,904	105,477	108,113	110,816	113,587	116,426	119,337	122,320	125,378	128,513	131,726	135,019	138,394	141,854
PE	196	Principal Middle Level	95,556	97,945	100,394	102,904	105,477	108,113	110,816	113,587	116,426	119,337	122,320	125,378	128,513	131,726	135,019	138,394	141,854
PF	206	Principal High Level	103,125	105,704	108,346	111,054	113,831	116,677	119,594	122,583	125,648	128,789	132,009	135,309	138,692	142,159	145,713	149,356	153,090

2020-2021 school year

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PA	194 196	Asst. Principal Elementary Level	90.797	90.797	95.393	97.778	100.223	102.729	105.297	107.928	110.627	113.393	116.228	119.133	122.112	125.165	128.294	131.501	134.789
PB	196	Asst. Principal Middle Level	93.759	96.103	98.505	100.968	103.492	106.079	108.732	111.450	114.236	117.092	120.019	123.019	126.095	129.247	132.478	135.790	139.185
PC	196	Asst. Principal High Level & Dean of Students	97.470	99.907	102.405	104.965	107.589	110.279	113.036	115.862	118.758	121.727	124.770	127.889	131.086	134.363	137.722	141.165	144.695
PD	196	Principal, Elementary Level	100.334	102.842	105.413	108.049	110.751	113.519	116.357	119.266	122.247	125.304	128.436	131.647	134.939	138.312	141.770	145.314	148.947
PE	196	Principal, Middle Level	100.334	102.842	105.413	108.049	110.751	113.519	116.357	119.266	122.247	125.304	128.436	131.647	134.939	138.312	141.770	145.314	148.947
PF	206	Principal, High Level	108.281	110.989	113.764	116.607	119.522	122.511	125.574	128.712	131.931	135.228	138.610	142.075	145.627	149.267	152.999	156.824	160.745

2021-2022 school year

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PA	194-196	Asst. Principal Elementary Level	95,337	95,337	100,163	102,667	105,234	107,865	110,562	113,325	116,158	119,063	122,040	125,090	128,217	131,423	134,708	138,076	141,528
P8	196	Asst. Principal Middle Level	98,447	100,908	103,430	106,016	108,666	111,383	114,168	117,022	119,947	122,947	126,020	129,170	132,399	135,709	139,102	142,580	146,144
PC	196	Asst. Principal High Level & Dean of Students	102,343	104,903	107,525	110,213	112,968	115,793	118,688	121,655	124,696	127,813	131,008	134,283	137,640	141,081	144,608	148,224	151,929
PD	196	Principal, Elementary Level	105,351	107,984	110,684	113,452	116,288	119,195	122,175	125,230	128,360	131,569	134,858	138,230	141,685	145,228	148,858	152,580	156,394
PE	196	Principal Middle Level	105,351	107,984	110,684	113,452	116,288	119,195	122,175	125,230	128,360	131,569	134,858	138,230	141,685	145,228	148,858	152,580	156,394
PF	206	Principal High Level	113,695	116,538	119,452	122,437	125,498	128,636	131,852	135,148	138,527	141,990	145,540	149,179	152,908	156,731	160,649	164,665	168,782

8200 Salary Schedule Conditions:

1. Experience as a certified principal will be counted year-for-year for placement on the salary schedule. Eligible employees advance one step on the salary schedule. For any school year, the salary placement indicated in the principal's employment contract is binding and irrevocable on both the District and the individual principal for that school year if no objection to the salary placement is raised in writing by either the District or the principal on or before November 1 of the school year. If notification is received prior to November 1 and an adjustment to the salary placement is warranted, retro-active payment shall be made for the current year only.
2. Compensation for contract extensions and duties performed ~~when school is not in session~~ **outside the duty day** shall be calculated and paid at the per diem rate.
3. The per diem rate shall be determined by dividing the annual salary by contracted days.
4. Each three (3) years of experience, up to a maximum of twelve (12) years, as a certified teacher in the Fairbanks North Star Borough School District shall count as one (1) year of experience for placement on the salary schedule. Successful completion of the Fairbanks North Star Borough School District administrative intern program will be credited as one (1) year of administrative experience, provided that the internship occurred within five (5) years prior to the employee's selection as a principal. These provisions shall only apply in placing newly hired principals and shall not affect the placement of any existing bargaining unit member.
5. Principals who wish to be placed on the R-step on the salary schedule will submit, on or before December 1, an irrevocable notice of retirement, effective at the end of that school year.
6. Automatic Deposit: All principals will have their paychecks automatically deposited in one or more financial institutions of their choosing by completing an auto-deposit form provided by the district. Automatic deposit will commence as soon as possible following the submission of an auto-deposit form.

7. Pay Options: Principals may choose to be paid in equal installments in a manner reflecting a ten (10) or twelve (12) month division of pay. When the twelve (12) month option is chosen, the balance of the principal's contract shall be paid on the scheduled districtwide payday that includes their last contract day.

DEFINITIONS

1. "Appointment" is placement by the Superintendent in a position.
2. "Assault" is defined as any willful attempt or threat to inflict injury upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force such as would give the victim reason to fear or expect immediate bodily harm.
3. "Board" is the Fairbanks North Star Borough Board of Education.
4. "**Duty Day**" is **determined to be in alignment with FEA as determined by location.** ~~any contracted time, excluding Sundays and holidays.~~
5. "District" is the Fairbanks North Star Borough School District or Board of Education as used herein.
6. "Extended family" is defined as the principal's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, legal ward, aunt, uncle, nephew, niece, household member.
7. "FPA" is the Fairbanks Principals' Association, the bargaining unit for all principals.
8. "Grievant" is the principal having a grievance, except that the FPA may be a grievant when a grievance pertains to rights possessed by the FPA per se, rather than by individual principals or a group thereof.
9. "Immediate family" is defined as the principal's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, legal guardian, legal ward, or household member.
10. "Principal" refers to a person occupying an FPA bargaining unit position, which includes, but is not limited to the following: principal, assistant principal, or dean of students.
11. "Promotion" is a vertical movement in position within the FPA bargaining unit.
12. "Superintendent" is the Superintendent of Schools or his/her designee.
13. "Transfer" is a change of position within the FPA bargaining unit.
14. "Unit" is an individual school or other assigned duty station.

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