

# **Negotiated Agreement**

between

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

and

**FAIRBANKS PRINCIPALS' ASSOCIATION**

July 1, 2019 - June 30, 2022

# NEGOTIATED AGREEMENT

between

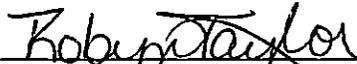
## BOARD OF EDUCATION FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

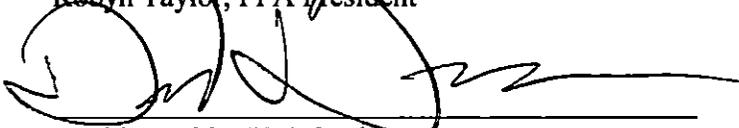
and

## FAIRBANKS PRINCIPALS' ASSOCIATION

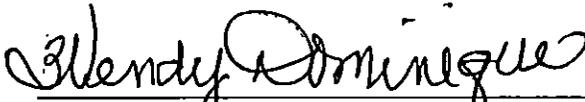
This agreement between the Fairbanks North Star Borough School Board of Education, hereinafter referred to as the "District," and the Fairbanks Principals' Association, hereinafter referred to as the "FPA," includes all of the following articles and provisions.

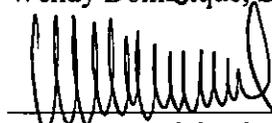
### Fairbanks Principals' Association:

  
\_\_\_\_\_  
Robyn Taylor, FPA President

  
\_\_\_\_\_  
David Dershin, FPA Spokesperson

### Board of Education:

  
\_\_\_\_\_  
Wendy Dominique, Board President

  
\_\_\_\_\_  
Ivory McDaniel, District Spokesperson

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## **PREAMBLE**

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

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

## **1000 FAIRBANKS PRINCIPALS' ASSOCIATION**

### **1100 Recognition:**

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

A person is a principal if the District designates the position as a principal position and the District requires a Type B certificate for the position. Because charter school leaders are not required by the State or the District to hold a Type B certificate, charter school head teachers/administrators/principals are outside the FPA bargaining unit.

### **1200 Individual Membership Rights:**

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

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

### **1300 The FPA's Rights and Responsibilities:**

The District will:

1. Provide ten (10) days leave per school year for the FPA's business. Granting of leave shall be upon written request by the FPA president to the Superintendent. The FPA may request an additional five (5) days of leave per fiscal year, so that FPA members may attend training related to collective bargaining or grievance handling. The FPA

will submit any such request(s) to the Superintendent in writing, whose approval shall not be unreasonably withheld. Should such training be attended outside of the established school year, FPA members shall be paid at their per diem rate.

2. Involve the FPA in the District's preparation and process for negotiating with the Fairbanks Education Association (FEA) and the Education Support Staff Association (ESSA).
3. Involve principals in proposed changes to certificated and classified job descriptions and evaluation instruments and procedures.
4. Involve the FPA in proposed changes for the evaluation of principals.
5. Involve principals in the preparation of the school calendar.
6. Involve principals in determining building usage, or changes thereof.

#### **1400 Professional Dues:**

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

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

## **2000 GRIEVANCES**

#### **2000 Grievances:**

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

Step 1: Any principal may verbally present the facts that form the basis of the problem/issue within five (5) work days of the date the grievant knew or should have known, to his/her Administrative Center supervisor. A verbal reply will be given to the grievant within five (5) work days of the meeting. If the results of Step 1 are unsatisfactory, the matter may be appealed to Step 2, provided it is reduced to writing, stating articles that have been violated, and submitted to the Superintendent within ten (10) work days.

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

Step 3: If Step 2 is unsatisfactory, arbitration may be requested by the FPA within twenty (20) work days. The parties will attempt to agree upon a mutually acceptable arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association and all costs associated with obtaining an arbitrator's list will be equally shared between the District and the FPA.

The decision or award of the arbitrator shall be final and binding upon the parties. Each party shall bear the expense of preparing its own case.

Expenses of the arbitrator shall be equally shared by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The arbitrator will be without power or authority to make any decision which modifies, alters, or amends the terms of the Agreement. He/she shall have no power to change, policy, or rule of the Board.

Time limits provided in this Agreement may be extended by mutual agreement. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.

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

## **3000 CONTRACT CONDITIONS**

### **3100 Duration:**

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

### **3200 Savings Clause:**

#### **1. Modifications**

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

#### **2. Violations**

If any article or part of an article of the Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the District and the FPA to be in violation of any federal or state law, or if a court restrains the enforcement of an

article or part of an article, the remaining articles of the Agreement shall not be affected.

3. Replacement

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

**3300 The FPA and Management Rights:**

1. The rights and the privileges of the FPA to represent members and to process grievances for principals shall be granted only to FPA.
2. All of the functions, rights, powers, and authority of the District not specifically abridged, delegated, or modified by this Agreement are recognized by the FPA as being retained by the District, including the right to make final decisions on policies.

**3400 Successors and Assigns:**

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

**3500 No Strike Clause:**

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

**4000 WORKING CONDITIONS**

**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 as the new calendar year is published by the Superintendent's contracted number of days.

**4100 Contract Year Calendar:**

The Board adopts the school term calendar. The Superintendent will establish the contract year calendar for all principals. Every effort will be made to utilize time periods for professional development, before and after the school year and within the principals' contract year on days when students are not present in the buildings. Evening or weekend meetings will be scheduled by the District only under special circumstances, as determined by the District after discussions with FPA.

FPA members will be notified by March 1<sup>st</sup> of any changes in the calendar year including anticipated contract extensions during the summer months. Training during the summer months not brought forward before March 1<sup>st</sup> will not be mandatory trainings.

**4125 Construction and Renovation Projects:**

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

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

**4150 Flex Time:**

In recognition of weekend and evening time placed on principals during the school year, up to eight (8) work days or fifty-six (56) hours shall be granted to all principals as flex time.

In using flex time, the following rules shall apply:

Flex time must be taken with supervisor approval. Principals are expected to exercise their best judgment regarding school needs when scheduling use of flex time. When taking a block of one (1) to five (5) flex days, 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.

Full flex days may not be granted during the last three (3) days of each semester. A combination of flex time and personal leave may not exceed six (6) consecutive work days.

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.

Denial of flex time use is not subject to the grievance procedure.

**4200 Personnel File:**

1. The personnel file at the Administrative Center of the District shall be the only official depository of information relating to the principal's employment. All materials, in the permanent personnel file shall be made available for review to the principal at his/her request, and requests to attach responses to such material shall not be denied. File review will be in the presence of human resources staff. A principal may request a copy of any material in his/her file.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the principal's personnel file. All documents, communications, and records dealing with a principal's termination or non-retention shall be removed from the principal's personnel file if the principal is absolved and reinstated. These materials shall be maintained in a separate, closed, confidential file, which shall not be subsequently used or referred to, save as may be ordered by a court of competent jurisdiction.
3. The principal will be made aware of any evaluative information placed in the file and may sign the document. The principal's refusal to sign the document does not preclude the placement of it in the file. Any evaluative information proven to be untrue through the grievance procedure shall be removed from the personnel file.
4. A principal may request that documentation reflecting a state or national award pertaining to his/her professional activities be inserted in his/her personnel file.
5. FPA members may request disciplinary documents placed in a personnel file be removed after five (5) calendar years with documented proficient evaluations and no further discipline during the same time period.

#### **4300 Personnel Complaints:**

Complaints about a principal, received by the principal's supervisor, will be referred or forwarded to the principal within ten (10) work days.

Nothing in this article precludes the right or need of the principal's supervisor to be responsive to parents or community members. The provision is intended to ensure that any principal who is the subject of a complaint receives the opportunity to address and attempt to resolve issues at the lowest administrative level. Principals will be provided a reasonable opportunity to give relevant background information before administrative action in response to a complaint is finalized.

#### **4400 Pupil Assignment:**

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

#### **4500 Staff Selection and Assignment:**

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

#### **4600 Vacancies and Voluntary Transfers:**

All permanent principal positions that become vacant will be posted for a minimum of five (5) work days during the school year and (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.

#### **4700 District-Initiated Transfer:**

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

#### **4750 Tenure:**

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 will not continue to accrue, while working as a building principal.

#### **4760 Assistance for Schools:**

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 schools based on identified needs.

#### **4800 Evaluation:**

Principals may be evaluated in accordance with district evaluation procedures adopted by the Board. New administrators will be provided training on their evaluation instrument within thirty (30) days of their start date.

When a principal's formal evaluation reflects performance deficiencies, the Superintendent will provide specific guidance to the principal regarding the District's concerns and the areas in which improvement is needed. The principal may have an FPA

representative at any meeting held to discuss such issues. The Superintendent, after consulting with the principal, will determine the length of time that is reasonable and necessary for the principal to correct the concerns or performance deficiencies. A Plan of Improvement with a timeline for regular feedback and the final evaluation will be implemented. If the principal fails to make the needed changes within the established time frame, the Superintendent will hold a conference with the principal and issue a written notification of transfer, dismissal, or non-retention.

#### **4900 Employee Discipline:**

1. Without limiting the District's right to impose an appropriate level of discipline, including dismissal, when the seriousness of the offense warrants, the District recognizes the principles of progressive discipline. Dismissal or non-retention of a principal shall be in compliance with applicable statutes. No principal will be formally disciplined without just cause.
2. A principal 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

## **5000 BENEFITS**

### **5100 Holidays:**

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

### **5200 Mileage Reimbursement:**

The use of personally-owned vehicles for authorized business shall be reimbursed at the federal rate. Should the Board increase the mileage reimbursement for any employee group during the term of this Agreement, the reimbursement rate will also be increased for principals. Written requests for mileage reimbursement must be received by the District's Business Office by the 10th work day following the end of the month for which the reimbursement is requested.

### **5300 Professional Development Plan:**

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

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

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

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

### **5400 Professional Development Funds:**

The District will provide professional development funds in the amount of sixty thousand dollars (\$60,000) each year 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 1<sup>st</sup>, 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 appropriate expenditures for professional development. By April 1<sup>st</sup>, 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.

**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.

**5500 Principal Dependents and School Selection:**

An FPA bargaining unit member may elect to have his/her dependents attend the school where the principal is assigned to work.

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

**6000 LEAVES**

**6100 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 five (5) 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.

**6200 Sick Leave:**

1. All principals shall be entitled to one and one-third (1 $\frac{1}{3}$ ) day's sick leave per month and each major portion per month worked, accruable without limit.

2. The District may require that the principal provide, at his/her expense, a licensed health care provider's statement setting forth the date on which an absence due to illness or disability will commence or has commenced and the expected length of the absence, consistent with provisions of the Family Medical Leave Act (FMLA) or Alaska Family Leave Act (AFLA). In the case of a medically related absence due to pregnancy, it is expected that a principal will comply with this section by providing notice to the District at least one (1) month before the expected date of birth.
3. If the District has cause to suspect sick leave abuse, or if the District wants to verify that a principal is sufficiently well to perform his or her duties, the District may require a licensed health care provider's statement, e.g., when sick leave is used in conjunction with weekends or vacation periods or during parent-teacher conferences. In accordance with 4 AAC 15.040, a false statement regarding sick leave is sufficient grounds for cancellation of a principal's contract and recommendation for revocation of his or her certificate.

**6300 Sick Leave Bank:**

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

1. A principal shall be eligible to become a member of the Sick Leave Bank upon employment with the District.
2. A principal who wishes to join the FPA Sick Leave Bank must make a donation of at least one (1) day and not more than five (5) days of sick leave to the Sick Leave Bank. Principals who participate in the Bank may transfer up to five (5) days annually thereafter. All leave transferred to the Bank is final. Submission of the paperwork confirming the donation must occur by September 30<sup>th</sup>, or within the first thirty (30) days following a principal's hire in the FPA bargaining unit, whichever is later. Membership in the Sick Leave Bank will be effective upon the transfer of sick leave from the principal's sick leave account into the Bank.
3. A contributing member will be permitted to draw not more than twice the number of days of sick leave the member has accumulated on July 1 of each year, or twenty-four (24) days, whichever is greater, to a maximum of sixty (60) days in any one (1) school year from the Bank, or not more than a total of one hundred eighty (180) days during his/her entire employment with the District. Any member of the Bank who has received a Sick Leave Bank grant of twenty-four (24) days or more in any school year must make a subsequent contribution to the Sick Leave Bank of at least two (2) days, before he/she will be eligible to receive another grant.

4. In cases of severe illness or extreme hardship, a member may be granted additional days in accordance with AS 14.14.105. In unique situations, members may donate blocks of time to any designated member of the bargaining unit with the consent of the Sick Leave Bank Committee. In the event that all such days specifically donated are not needed, they will be remitted to the respective donor(s).
5. Only Sick Leave Bank members may withdraw from the Bank. Requests for withdrawal from the Bank may be approved by the committee when the following conditions have been satisfied:
  - a. When all of the principal's accrued sick leave has been exhausted;
  - b. When the principal has been on personal leave or, if personal leave has been exhausted, or if has been on leave without pay for at least five (5) work days; and
  - c. When a doctor's certificate is presented, verifying the principal's need for leave.
6. The principal whose application has been approved by the committee will be reimbursed for any of the days of leave without pay and these days will be charged against the amount authorized from the Sick Leave Bank.
7. Each principal retiring or resigning may contribute five (5) days of his/her unused sick leave to the Sick Leave Bank.
8. The sick leave days donated to the Bank shall be cumulative from year to year.
9. A request for contributions may be held upon approval of the committee.

**6400 Disability Leave:**

1. Upon recommendation of the principal's physician, an unpaid leave of absence may be granted for up to one (1) school year, plus any unfinished school year. The request for leave shall be in writing and be accompanied by a physician's statement setting forth the specific illness or disability, the date the principal's disability commenced or will commence, and the expected length of the absence. If the principal has already been on leave without pay status due to this same disability before making the request for leave, the disability leave will commence on the date the principal went into leave without pay status.
2. Within thirty (30) days after the District receives written verification from the principal's physician that he/she has recovered from his/her disability, the principal shall be placed in an administrative position determined by the Superintendent.

#### **6500 Bereavement Leave:**

Principals may be able to use, during a school year, up to twenty (20) days of their accumulated sick leave in case of death(s) within the extended family. The Superintendent, at his/her sole discretion which shall not be subject to grievance or arbitration, may grant personal leave to a principal upon request, in the case of the death of a person not defined as extended family.

#### **6600 Sabbatical Leave:**

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

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

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

The principal shall retain sick leave and personal leave accumulated prior to his/her sabbatical, but shall not accrue sick leave or personal leave while on sabbatical. In the case of sabbatical leaves, the principal must return to duty no later than the start of the semester following completion of the sabbatical year and must fulfill at least one (1) year of duty thereafter or be subject to repayment of sabbatical leave funds. Upon returning from sabbatical leave, a principal will return to his/her previous position.

#### **6700 Other Leaves:**

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

When a principal is subpoenaed by a court or administrative agency outside the contract year to testify as a witness as a result of administrative duties and responsibilities, the principal will receive full compensation at his/her contracted per diem rate. A principal

will be paid a minimum of three and a half (3½) hours for time served that is less than one half (½) day.

#### **6800 General Provisions for Unpaid Leaves:**

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

### **7000 INSURANCE AND SAFETY PROVISIONS**

#### **7100 Health Benefits:**

The District agrees to offer options for health plan coverage, as described below, beginning the first day of the month following thirty (30) days of employment and continuing until employment termination. For principals who elect to participate in the district's health

benefits plan, coverage will extend until August 31<sup>st</sup> for any terminating principal who holds and completes a full year contract. Terminating principals or reemployed principals who qualify for health coverage under the Alaska Teachers' Retirement System (TRS) do not qualify for health coverage under the District's plan. An employee has the option to continue health plan benefits coverage at his/her own expense during a long-term leave of absence.

Principals may choose not to be covered by district health plan 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, Plan Option B, and a Plan Option C. Plan options, benefits, and criteria for participation are described in the *Summary Plan Description*. The District shall provide each principal with a copy of the *Summary Plan Description* describing health care benefits and shall inform employees of any changes in benefits annually.

Employee contributions to the District's plan in the form of payroll deductions will be based on a tiered structure as follows:

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

Employee contributions are based on actuaries, provided by the health plan consultant, of total health plan and are dependent on which tier of coverage is selected. Employee contributions will be deducted from employee paychecks over nineteen (19) pay periods beginning with the first pay check in September.

Total employee dollar share of health plan costs is based on the negotiated employee percentage as applied to plan costs. For the 2017, 2018, 2019 plan years the Standard group health plan, (Plan A) the District shall pay 80% and employees shall pay 20% of the health plan costs. Plan A will not be an option for new to District employees after January 2017.

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

#### Health Plan Employee Contribution Calculation

1. The following definitions will apply:
  - Base-Employee-Contribution – for 2017 and 2018, the amount equal to the Employee-Dollar-Share divided by the number of Eligible Positions. Beginning in the plan year

2019, Base-Employee Contribution is the amount equal to the Employee-Dollar Share divided by the number of Participating Employees.

- Employee Contributions – amounts collected from employees during the period of September through May of the fiscal year.
- Employee Percentage – the negotiated percentage that will be applied to Plan-Costs to calculate the Employee-Dollar-Share.
- Employee-Dollar-Share – the amount equal to Plan-Costs multiplied by the Employee Percentage and is used to calculate the Base-Employee-Contribution.
- Participating Employees – the number of benefit eligible employees who are enrolled in the plan on April 1<sup>st</sup> of the previous plan year.
- Expected Contribution – for 2017 and 2018 plan year is the amount expected to be collected during the fiscal year and is equal to the number of Eligible Positions times the Base-Employee-Contribution. For the 2019 plan year the amount expected to be collected during the fiscal year is equal to the number of Enrolled Active Plan Participants times the Base-Employee-Contribution.
- Plan-Costs – the current year of the actuarial costs as supplied by the health plan consultant.

## 2. Calculating Tiered Employee Contribution Rates

At the end of each fiscal year the District will calculate the Base-Employee-Contribution for the next plan year which begins on January 1<sup>st</sup>. An employee's contribution for Plan Option A 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 the 2017, 2018, and 2019 year, the employee's annual contribution for Plan Options B and Option C will be \$0.00. The dollar amount of the District Contribution in 2019 will become a hard cap of District contribution for ensuing years.
- For part-time employees, the contribution rate is two (2) times the full-time employee rate.

Employee-Dollar Share Adjustment – An important cost sharing feature of the plan concerns over or under collections of expected contributions. If the actual employee contributions collected are below the expected contribution at the end of a given fiscal year, the underpayment will be added to the Employee-Dollar-Share in the next plan year. If the actual employee contributions collected are above the expected contribution, the overpayment will be deducted from the Employee-Dollar-Share in the next plan year.

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 during the term of the collective bargaining agreement or due to any requirement imposed by state or federal law.

*A Joint Committee on Health Benefits* (Joint Committee) shall be composed of three (3) representatives selected by the Fairbanks Education Association, three (3) representatives selected by the Education Support Staff Association, one (1) representative selected by the Fairbanks Principals' Association, 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 always or regulations;
- b) Alter the administration or management of health care benefits;
- c) Result in a cost increase to the Plan of more than five percent (5%); or
- d) Be detrimental to the financial interests of the District, as determined by the Superintendent.

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

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

For employees enrolled and participating in a qualifying Health Savings Account (HSA) "Plan B" or a Health Reimbursement Arrangement (HRA) "Plan C" the District will make a seven hundred fifty (750) dollars contribution each year. For part-time employees, the HRA and FSA contribution of fifty percent (50%) of the full-time employee rate for 2017 and 2018. Part-time employees will receive the same HAS and HRA contribution rate as full time employees after 2018.

**7200 Life Insurance:**

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

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

**7400 Errors and Omissions Insurance:**

The District shall purchase professional errors and omissions insurance covering all members of the FPA bargaining unit. Cost for this coverage shall be borne fully by the District. The District shall, through the risk management department, arrange for this coverage to be in force for the life of this Agreement. The District will provide annual notification to each member of the bargaining unit summarizing the policy carrier and coverage limits. The notice shall contain specific reference to any material changes in carrier or coverage from the previous year.

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

**7500 Vandalism and Personal Property Damage:**

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

**7600 Safety in Schools:**

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

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

**7700 Hazardous and Unsafe Conditions:**

No principal shall be required to search for a bomb or any other destructive device. Pursuant to applicable state and federal law and regulations, the District shall cause reports of unsafe and hazardous conditions to be investigated and will work with appropriate borough employees to inform principals of the results of environmental testing concerning district facilities.

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

## **7800 Work-Related Injuries:**

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

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

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

## **7900 Workers' Compensation:**

The School District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).

A 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 employee has two compensation options during any absence in conjunction with a work-related injury:

1. The employee 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. The employee 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.

An employee on worker's compensation shall accrue all leave benefits available for that position.

The length of time a principal is in a leave-without-pay status due to the specific disability shall be up to one (1) school year. Should the disability continue beyond this time, the principal may, as determined by the District and consistent with applicable law, be non-retained or dismissed.

## **8000 SALARY**

### **8100 Principal Salary Schedule:**

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.

**Salary Schedule 2019-2020**

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
PA	196	Asst. Principal Elementary Level	83,179	85,258	87,389	89,573	91,814	94,109	96,462	98,872	101,345	103,879	106,476	109,138	110,502	111,884	113,283	114,699
PB	196	Asst. Principal Middle Level	85,892	88,039	90,240	92,496	94,808	97,179	99,609	102,098	104,651	107,268	109,949	112,697	114,106	115,533	116,978	118,440
PC	196	Asst. Principal High Level & Dean of Students	89,292	91,525	93,812	96,158	98,561	101,026	103,552	106,140	108,794	111,514	114,301	117,159	118,623	120,106	121,608	123,128
PD	196	Principal Elementary Level	91,916	94,213	96,569	98,984	101,458	103,994	106,594	109,259	111,990	114,790	117,659	120,602	122,109	123,636	125,181	126,746
PE	196	Principal Middle Level	91,916	94,213	96,569	98,984	101,458	103,994	106,594	109,259	111,990	114,790	117,659	120,602	122,109	123,636	125,181	126,746
PF	206	Principal High Level	99,196	101,676	104,218	106,823	109,494	112,232	115,038	117,913	120,861	123,882	126,980	130,154	131,781	133,428	135,096	136,785

**Salary Schedule 2020-2021**

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
PA	196	Asst. Principal Elementary Level	84,011	86,110	88,263	90,469	92,732	95,050	97,426	99,861	102,358	104,918	107,541	110,229	111,607	113,003	114,416	115,846
PB	196	Asst. Principal Middle Level	86,751	88,920	91,142	93,421	95,756	98,150	100,605	103,119	105,697	108,340	111,049	113,824	115,247	116,689	118,147	119,624
PC	196	Asst. Principal High Level & Dean of Students	90,184	92,440	94,750	97,119	99,547	102,036	104,587	107,202	109,882	112,629	115,444	118,330	119,809	121,307	122,824	124,359
PD	196	Principal Elementary Level	92,835	95,155	97,534	99,973	102,473	105,034	107,660	110,352	113,110	115,938	118,836	121,808	123,330	124,872	126,433	128,013
PE	196	Principal Middle Level	92,835	95,155	97,534	99,973	102,473	105,034	107,660	110,352	113,110	115,938	118,836	121,808	123,330	124,872	126,433	128,013
PF	206	Principal High Level	100,188	102,693	105,261	107,891	110,589	113,354	116,188	119,092	122,070	125,121	128,250	131,456	133,099	134,762	136,447	138,153

**Salary Schedule 2021-2022**

Range	Days	Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
PA	196	Asst. Principal Elementary Level	84,851	86,971	89,145	91,374	93,659	96,001	98,400	100,860	103,382	105,967	108,616	111,332	112,723	114,133	115,560	117,004
PB	196	Asst. Principal Middle Level	87,618	89,809	92,054	94,355	96,714	99,132	101,611	104,151	106,754	109,424	112,159	114,963	116,400	117,856	119,329	120,820
PC	196	Asst. Principal High Level & Dean of Students	91,086	93,364	95,698	98,090	100,542	103,056	105,633	108,274	110,980	113,755	116,599	119,513	121,007	122,520	124,052	125,603
PD	196	Principal Elementary Level	93,763	96,107	98,510	100,973	103,497	106,084	108,736	111,455	114,241	117,097	120,024	123,026	124,563	126,121	127,697	129,294
PE	196	Principal Middle Level	93,763	96,107	98,510	100,973	103,497	106,084	108,736	111,455	114,241	117,097	120,024	123,026	124,563	126,121	127,697	129,294
PF	206	Principal High Level	101,189	103,720	106,313	108,970	111,694	114,488	117,350	120,283	123,290	126,372	129,532	132,770	134,430	136,110	137,811	139,534

Principals who remain at the end of the salary schedule with no step movement that year shall have the option to cash out one (1) additional personal leave day in accordance with the cash out terms of Article 6100, in conjunction with a one thousand dollar (\$1,000) stipend.

### **8150 Transition Planning & Compensation:**

Principals who are resigning or retiring must complete a written transition plan for the incoming principal. The transition plan must be submitted to the assistant superintendent for approval. Compensation is as follows:

1. Principals who are retiring and submit irrevocable notice prior to December 1 will be placed on the R-step and will receive three thousand five hundred dollars (\$3,500) upon successful completion of a transition plan.
2. Principals who are retiring and submit notice after December 1 and principals who are resigning will receive one thousand five hundred dollars (\$1,500), upon successful completion of a transition plan.

### **8200 Salary Schedule Conditions:**

1. Experience as a certified principal will be counted year-for-year for placement on the salary schedule. Eligible employees advanced 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 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 fifteen (15) years, as a certified teacher shall count as one (1) year of experience for placement on the salary schedule. Successful completion of an 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. "Day" is any contracted time, excluding Sundays and holidays.
5. "District" is the Fairbanks North Star Borough School District or Board of Education as used herein.
6. "Extended family" is defined as the principal's spouse, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, legal ward, aunt, uncle, nephew, niece, household member.
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.

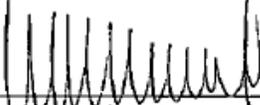
**Memorandum of Agreement**  
between  
**Fairbanks North Star Borough School District**  
and  
**Fairbanks Principals' Association**

This Memorandum of Agreement (MOA) between the Fairbanks North Star Borough School District (FNSBSD) and the Fairbanks Principals' Association (FPA) sets out the mutual understanding and agreement between the parties with regards to 2019-2022 collective bargaining agreement. By signing below, the signatories warrant that they have authority from their respective entities to enter into this MOA.

The District agrees to reopen Article 7100 *Health Benefits* of the FPA collective bargaining agreement after the following tentative agreements are reached with both the Fairbanks Education Association (FEA) and the Education Support Staff Association (ESSA):

FEA: Article 111 *Health Plan*  
ESSA: Article 13 *Health Plan*

The District also agrees to reopen Article 4750 *Tenure* of the FPA collective bargaining agreement after a tentative agreement is reached with the FEA on Article 101 *Teachers' Salary Schedule*.

  
\_\_\_\_\_  
Ivory McDaniel, Director of Labor Relations  
FNSBSD- Chief Spokesperson

March 28, 2019  
DATE

  
\_\_\_\_\_  
Dave Dershin, Principal  
FPA- Chief Spokesperson

3-28-19  
DATE