

# TENTATIVE AGREEMENT

*Between the*

*Anchorage Education Association*

*and the*

*Anchorage School District*

**July 1, 2005–June 30, 2006**  
**July 1, 2007–June 30, 2010**

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**The Anchorage Education Association and Anchorage School District are partners in advocacy for students, parents, and the community's schools.**

***Therefore, we are committed to:***

- public schools as safe learning environments;
- high standards of student achievement, conduct, and health;
- the development of caring, compassionate, responsible, and respectful citizens;
- parental and community involvement in the educational process;
- attracting and nurturing well-trained, dedicated, and collegial staff;
- equitable, efficient and productive use of education resources;
- providing students with the skills and technology for life in the 21st century;
- meeting the needs of an increasingly complex and diverse student population.

***Moreover, we acknowledge:***

- that successful schools depend on public support;
- accountability for achievement is shared by all stakeholders: students, parents, teachers, support staff, School Board, administrators, and community;
- public schools flourish in a climate of trust, mutual respect, and authentic collaboration;
- the quality of students' education is inseparable from the empowerment of the stakeholders entrusted with the responsibility for their learning;
- an effective public school system is a vital component of a healthy democracy.

*Hence, the purpose of this agreement is to promote the continued success of the public school system.*

**105 SALARY SCHEDULE**

**2007-2008 Salary Schedule**

|    | <b>BA</b> | <b>BA18</b> | <b>BA36</b> | <b>ME54</b> | <b>ME72</b> | <b>ME90</b> |
|----|-----------|-------------|-------------|-------------|-------------|-------------|
| 0  | 38,555    | 40,614      | 42,674      | 44,732      | 46,791      | 48,849      |
| 1  | 39,679    | 41,738      | 43,796      | 45,855      | 47,913      | 49,973      |
| 2  | 40,801    | 42,860      | 44,920      | 46,978      | 49,037      | 51,096      |
| 3  | 41,925    | 43,984      | 46,042      | 48,101      | 50,159      | 52,219      |
| 4  | 43,047    | 45,106      | 47,165      | 49,224      | 51,283      | 53,342      |
| 5  | 44,171    | 46,230      | 48,288      | 50,347      | 52,405      | 54,464      |
| 6  | 45,294    | 47,352      | 49,411      | 51,470      | 53,529      | 55,588      |
| 7  | 46,417    | 48,476      | 50,534      | 52,593      | 54,651      | 56,710      |
| 8  | 47,540    | 49,598      | 51,657      | 53,715      | 55,775      | 57,834      |
| 9  | 48,662    | 50,722      | 52,780      | 54,839      | 56,898      | 58,956      |
| 10 | 49,786    | 51,844      | 53,903      | 55,961      | 58,021      | 60,080      |
| 11 | 50,908    | 52,968      | 55,026      | 57,085      | 59,144      | 61,202      |
| 12 |           | 54,090      | 56,149      | 58,207      | 60,267      | 62,326      |
| 13 |           | 55,213      | 57,272      | 59,331      | 61,390      | 63,448      |
| 14 |           |             | 58,395      | 60,453      | 62,512      | 64,572      |
| 15 |           |             | 59,518      | 61,577      | 63,636      | 65,694      |
| 16 |           |             |             | 62,700      | 64,758      | 66,818      |
| 17 |           |             |             | 63,823      | 65,882      | 67,940      |
| 18 |           |             |             |             | 67,004      | 69,064      |
| 19 |           |             |             |             |             | 70,186      |

|    | <b>Masters</b> | <b>BA54 w/<br/>Masters</b> | <b>BA72 w/<br/>Masters</b> | <b>BA90 w/<br/>Masters</b> | <b>BA90 w/<br/>Doctorate</b> |
|----|----------------|----------------------------|----------------------------|----------------------------|------------------------------|
| 0  | 43,174         | 45,232                     | 47,291                     | 49,349                     | 50,849                       |
| 1  | 44,296         | 46,355                     | 48,413                     | 50,473                     | 51,973                       |
| 2  | 45,420         | 47,478                     | 49,537                     | 51,596                     | 53,096                       |
| 3  | 46,542         | 48,601                     | 50,659                     | 52,719                     | 54,219                       |
| 4  | 47,665         | 49,724                     | 51,783                     | 53,842                     | 55,342                       |
| 5  | 48,788         | 50,847                     | 52,905                     | 54,964                     | 56,464                       |
| 6  | 49,911         | 51,970                     | 54,029                     | 56,088                     | 57,588                       |
| 7  | 51,034         | 53,093                     | 55,151                     | 57,210                     | 58,710                       |
| 8  | 52,157         | 54,215                     | 56,275                     | 58,334                     | 59,834                       |
| 9  | 53,280         | 55,339                     | 57,398                     | 59,456                     | 60,956                       |
| 10 | 54,403         | 56,461                     | 58,521                     | 60,580                     | 62,080                       |
| 11 | 55,526         | 57,585                     | 59,644                     | 61,702                     | 63,202                       |
| 12 | 56,649         | 58,707                     | 60,767                     | 62,826                     | 64,326                       |
| 13 | 57,772         | 59,831                     | 61,890                     | 63,948                     | 65,448                       |
| 14 | 58,895         | 60,953                     | 63,012                     | 65,072                     | 66,572                       |
| 15 | 60,018         | 62,077                     | 64,136                     | 66,194                     | 67,694                       |
| 16 | 61,141         | 63,200                     | 65,258                     | 67,318                     | 68,818                       |
| 17 |                | 64,323                     | 66,382                     | 68,440                     | 69,940                       |
| 18 |                | 65,446                     | 67,504                     | 69,564                     | 71,064                       |
| 19 |                |                            | 68,628                     | 70,686                     | 72,186                       |
| 20 |                |                            | 69,750                     | 71,809                     | 73,309                       |
| 21 |                |                            |                            | 72,932                     | 74,432                       |

**2008-2009 Salary Schedule**

|    | <b>BA</b> | <b>BA18</b> | <b>BA36</b> | <b>ME54</b> | <b>ME72</b> | <b>ME90</b> |
|----|-----------|-------------|-------------|-------------|-------------|-------------|
| 0  | 41,266    | 43,407      | 45,548      | 47,689      | 49,830      | 51,972      |
| 1  | 42,433    | 44,575      | 46,716      | 48,857      | 50,998      | 53,140      |
| 2  | 43,602    | 45,743      | 47,884      | 50,025      | 52,166      | 54,307      |
| 3  | 44,769    | 46,911      | 49,052      | 51,193      | 53,334      | 55,476      |
| 4  | 45,937    | 48,079      | 50,219      | 52,361      | 54,501      | 56,643      |
| 5  | 47,106    | 49,246      | 51,388      | 53,528      | 55,670      | 57,812      |
| 6  | 48,273    | 50,415      | 52,555      | 54,697      | 56,837      | 58,979      |
| 7  | 49,442    | 51,582      | 53,724      | 55,864      | 58,006      | 60,147      |
| 8  | 50,609    | 52,751      | 54,891      | 57,033      | 59,174      | 61,315      |
| 9  | 51,777    | 53,918      | 56,059      | 58,200      | 60,341      | 62,483      |
| 10 | 52,945    | 55,086      | 57,227      | 59,368      | 61,510      | 63,650      |
| 11 |           | 56,254      | 58,395      | 60,536      | 62,677      | 64,819      |
| 12 |           | 57,422      | 59,563      | 61,704      | 63,846      | 65,986      |
| 13 |           |             | 60,731      | 62,871      | 65,013      | 67,155      |
| 14 |           |             | 61,898      | 64,040      | 66,181      | 68,322      |
| 15 |           |             |             | 65,208      | 67,349      | 69,490      |
| 16 |           |             |             | 66,376      | 68,517      | 70,658      |
| 17 |           |             |             |             | 69,684      | 71,826      |
| 18 |           |             |             |             |             | 72,993      |

|    | <b>Masters</b> | <b>BA54 w/<br/>Masters</b> | <b>BA72 w/<br/>Masters</b> | <b>BA90 w/<br/>Masters</b> | <b>BA90 w/<br/>Doctorate</b> |
|----|----------------|----------------------------|----------------------------|----------------------------|------------------------------|
| 0  | 46,068         | 48,209                     | 50,350                     | 52,492                     | 54,052                       |
| 1  | 47,236         | 49,377                     | 51,518                     | 53,660                     | 55,220                       |
| 2  | 48,404         | 50,545                     | 52,686                     | 54,827                     | 56,387                       |
| 3  | 49,572         | 51,713                     | 53,854                     | 55,996                     | 57,556                       |
| 4  | 50,739         | 52,881                     | 55,021                     | 57,163                     | 58,723                       |
| 5  | 51,908         | 54,048                     | 56,190                     | 58,332                     | 59,892                       |
| 6  | 53,075         | 55,217                     | 57,357                     | 59,499                     | 61,059                       |
| 7  | 54,244         | 56,384                     | 58,526                     | 60,667                     | 62,227                       |
| 8  | 55,411         | 57,553                     | 59,694                     | 61,835                     | 63,395                       |
| 9  | 56,579         | 58,720                     | 60,861                     | 63,003                     | 64,563                       |
| 10 | 57,747         | 59,888                     | 62,030                     | 64,170                     | 65,730                       |
| 11 | 58,915         | 61,056                     | 63,197                     | 65,339                     | 66,899                       |
| 12 | 60,083         | 62,224                     | 64,366                     | 66,506                     | 68,066                       |
| 13 | 61,251         | 63,391                     | 65,533                     | 67,675                     | 69,235                       |
| 14 | 62,418         | 64,560                     | 66,701                     | 68,842                     | 70,402                       |
| 15 | 63,587         | 65,728                     | 67,869                     | 70,010                     | 71,570                       |
| 16 |                | 66,896                     | 69,037                     | 71,178                     | 72,738                       |
| 17 |                | 68,064                     | 70,204                     | 72,346                     | 73,906                       |
| 18 |                |                            | 71,373                     | 73,513                     | 75,073                       |
| 19 |                |                            | 72,540                     | 74,682                     | 76,242                       |
| 20 |                |                            |                            | 75,849                     | 77,409                       |

**2009-2010 Salary Schedule**

|    | <b>BA</b> | <b>BA18</b> | <b>BA36</b> | <b>ME54</b> | <b>ME72</b> | <b>ME90</b> |
|----|-----------|-------------|-------------|-------------|-------------|-------------|
| 0  | 42,917    | 45,144      | 47,370      | 49,597      | 51,823      | 54,050      |
| 1  | 44,131    | 46,358      | 48,585      | 50,811      | 53,038      | 55,266      |
| 2  | 45,346    | 47,573      | 49,799      | 52,026      | 54,252      | 56,480      |
| 3  | 46,560    | 48,787      | 51,014      | 53,240      | 55,468      | 57,695      |
| 4  | 47,775    | 50,002      | 52,228      | 54,455      | 56,682      | 58,909      |
| 5  | 48,990    | 51,216      | 53,443      | 55,669      | 57,897      | 60,124      |
| 6  | 50,204    | 52,431      | 54,657      | 56,885      | 59,111      | 61,338      |
| 7  | 51,419    | 53,645      | 55,873      | 58,099      | 60,326      | 62,553      |
| 8  | 52,633    | 54,861      | 57,087      | 59,314      | 61,541      | 63,767      |
| 9  | 53,848    | 56,075      | 58,302      | 60,528      | 62,755      | 64,982      |
| 10 | 55,062    | 57,290      | 59,516      | 61,743      | 63,970      | 66,196      |
| 11 |           | 58,504      | 60,731      | 62,957      | 65,184      | 67,412      |
| 12 |           |             | 61,945      | 64,172      | 66,399      | 68,626      |
| 13 |           |             | 63,160      | 65,386      | 67,613      | 69,841      |
| 14 |           |             | 64,374      | 66,601      | 68,829      | 71,055      |
| 15 |           |             |             | 67,817      | 70,043      | 72,270      |
| 16 |           |             |             | 69,031      | 71,258      | 73,484      |
| 17 |           |             |             |             | 72,472      | 74,699      |
| 18 |           |             |             |             |             | 75,913      |

|    | <b>Masters</b> | <b>BA54 w/<br/>Masters</b> | <b>BA72 w/<br/>Masters</b> | <b>BA90 w/<br/>Masters</b> | <b>BA90 w/<br/>Doctorate</b> |
|----|----------------|----------------------------|----------------------------|----------------------------|------------------------------|
| 0  | 47,911         | 50,138                     | 52,364                     | 54,591                     | 56,214                       |
| 1  | 49,126         | 51,352                     | 53,579                     | 55,806                     | 57,429                       |
| 2  | 50,340         | 52,567                     | 54,793                     | 57,020                     | 58,643                       |
| 3  | 51,555         | 53,781                     | 56,008                     | 58,236                     | 59,858                       |
| 4  | 52,769         | 54,996                     | 57,222                     | 59,450                     | 61,072                       |
| 5  | 53,984         | 56,210                     | 58,438                     | 60,665                     | 62,287                       |
| 6  | 55,198         | 57,425                     | 59,652                     | 61,879                     | 63,501                       |
| 7  | 56,413         | 58,639                     | 60,867                     | 63,094                     | 64,716                       |
| 8  | 57,627         | 59,855                     | 62,082                     | 64,308                     | 65,930                       |
| 9  | 58,843         | 61,069                     | 63,296                     | 65,523                     | 67,146                       |
| 10 | 60,057         | 62,284                     | 64,511                     | 66,737                     | 68,360                       |
| 11 | 61,272         | 63,498                     | 65,725                     | 67,952                     | 69,575                       |
| 12 | 62,486         | 64,713                     | 66,940                     | 69,166                     | 70,789                       |
| 13 | 63,701         | 65,927                     | 68,154                     | 70,382                     | 72,004                       |
| 14 | 64,915         | 67,142                     | 69,369                     | 71,596                     | 73,218                       |
| 15 | 66,130         | 68,357                     | 70,583                     | 72,811                     | 74,433                       |
| 16 |                | 69,571                     | 71,799                     | 74,025                     | 75,647                       |
| 17 |                | 70,787                     | 73,013                     | 75,240                     | 76,862                       |
| 18 |                |                            | 74,228                     | 76,454                     | 78,076                       |
| 19 |                |                            | 75,442                     | 77,669                     | 79,292                       |
| 20 |                |                            |                            | 78,883                     | 80,506                       |



## 115 SALARY SCHEDULE QUALIFICATION REQUIREMENTS

A. Credits and/or degrees applicable to 115 must be in the teacher's member's major or minor field, present teaching area, or a District certificated employment area and earned from an accredited college or university, or Continuing Education Units.

1. Bachelor's Degree + 18: Official transcripts must be submitted showing a Bachelor's Degree conferred and 18 semester hours of credit earned subsequent to the granting of the Bachelor's Degree.

2. Bachelor's Degree + 36: Official transcripts must be submitted showing 36 semester hours of which 12 must be graduate level earned subsequent to the granting of a Bachelors Degree. The graduate level credit course requirements will be waived for Type D or Limited certificated teachers for this salary column only, provided that any course taken in lieu of the graduate level course requirements must be related to the teacher's member's present teaching assignment. ~~Vertical movement on the salary schedule shall be limited to Step 16 in 2005-2006 without an accredited college or university earned Master's Degree.~~

3. Master's Degree: Official transcripts must be submitted showing the actual completion of the degree requirements, or a transcript plus certification that requirements have been met and the degree will be granted on a specific date. ~~Master's Degrees other than in the field of education are acceptable only if they are in or relevant to the teacher's current subject area of teaching. Examples of degrees relevant to a teacher's current subject area would be political science for social studies teachers, engineering for industrial arts teachers or reading or counseling degrees for all teachers. Approval of degrees in areas other than the teacher's current teaching assignment will be at the discretion of the District and will be granted based upon the program needs of the District. Specifically excluded are degrees in fields unrelated to the teacher's assignment, such as business degrees for elementary teachers except in response to a specific District program need, and degrees in law and religion.~~ **B + 54 with Master's Equivalency: Official transcripts must be submitted showing 54 semester hours, of which 30 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelors Degree.**

4. ~~B + 54 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.~~ **B + 72 with Master's Equivalency: Official transcripts must be submitted showing 72 semester hours, of which 42 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.**

5. ~~B + 54 with Master's Equivalency: Official transcripts must be submitted showing 54 semester hours, of which 30 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelors Degree. Vertical movement on the salary schedule shall be limited to Step 18 in 2005-2006 without an accredited college or university earned Master's Degree.~~ **B + 90 with Master's Equivalency: Official transcripts must be submitted showing 90 semester hours, of which 54 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree.**

6. ~~B + 72 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 30 semester hours of credit must be graduate level courses.~~ **Master's Degree: Official transcripts must be submitted showing the actual completion of the degree requirements, or a transcript plus certification that requirements have been met and the degree will be granted on a specific date. Master's Degrees other than in the field of education are acceptable only if they are in or relevant to the member's current subject area of teaching. Examples of degrees relevant to a member's current subject area would be political science for social studies teachers, engineering for industrial arts teachers or reading or counseling degrees for all teachers. Approval of degrees in**

**areas other than the member's current teaching assignment will be at the discretion of the District and will be granted based upon the program needs of the District. Specifically excluded are degrees in fields unrelated to the member's assignment, such as business degrees for elementary members except in response to a specific District program need, and degrees in law and religion.**

7. ~~B + 72 with Master's Equivalency: Official transcripts must be submitted showing 72 semester hours, of which 42 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree. Vertical movement on the salary schedule shall be limited to Step 19 in 2005-2006 without an accredited college or university earned Master's Degree.~~ **B + 54 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.**

8. ~~B + 90 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 36 semester hours of credit must be graduate level courses.~~ **B + 72 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 30 semester hours of credit must be graduate level courses.**

9. ~~B + 90 with Master's Equivalency: Official transcripts must be submitted showing 90 semester hours, of which 54 are graduate credit reflecting grade "B" or higher, earned subsequent to the granting of a Bachelor's Degree. Vertical movement on the salary schedule shall be limited to Step 20 in 2005-2006 without an accredited college or university earned Master's Degree.~~ **B + 90 with Master's Degree: Official transcripts must be submitted showing a Master's Degree conferred. At least 36 semester hours of credit must be graduate level courses.**

**10. B + 90 with Doctorate: Official transcripts must be submitted showing the actual completion of the degree requirements, or a transcript plus certification that requirements have been met and the degree will be granted on a specific date. Doctorates other than in the field of education are acceptable only if they are in or relevant to the member's current subject area of teaching. Examples of degrees relevant to a member's current subject area would be political science for social studies teachers, engineering for industrial arts teachers or reading or counseling degrees for all teachers. Approval of degrees in areas other than the member's current teaching assignment will be at the discretion of the District and will be granted based upon the program needs of the District. Specifically excluded are degrees in fields unrelated to the member's assignment, such as business degrees for elementary members except in response to a specific District program need, and degrees in law and religion.**

B. To be applicable for salary movement, all credits must be approved. The appropriate Instructional department and the Training and Professional Development Department will jointly approve courses. Approved courses for advancement will be posted electronically for employees. Other approvals will be based upon individual review, as submitted through District identified process available to ~~teachers~~ **members**. Such approvals shall be issued within ten (10) working days of receipt by the District when registration deadlines require. Course eligibility for pre-approval will be based upon the following criteria. The focus will be on educational activities which might predictably benefit the District by:

1. Resulting in improvement of the ~~teacher's~~ **member's** performance of their professional duties in the District, or
2. Preparing ~~teachers~~ **members** to assume different educational duties within the District, or
3. Enhancing the probability of interdisciplinary cooperation and interaction by improving ~~teacher~~ **member** awareness and knowledge of fields outside of their major field(s) of specialization, or
4. Improving ~~teachers'~~ **members'** performance as coaches or advisors of added duty assignments.

5. Improving the content knowledge of a **teacher member** pursuing NCLB highly qualified status, as directed by the principal or Human Resources Department.

- C. Salary placement credit will be allowed for physical and occupational therapists, speech therapists, audiologists, psychologists, nurses and Type D or limited certificated **teachers members** for course work including non-credit college workshops, continuing education courses, and clinics if the above **teachers members** do not have access to college credit course work or are required to take such courses to meet licensing standards. Approval by the Director of Training and Professional Development must be obtained prior to enrollment in such courses for salary placement credit. Credit for non-college work will be granted on the basis of one college semester credit for 15 hours of instruction.
- D. The District will not be required to accept off-campus credit from accredited colleges and/or universities when it can show that the **teacher member** has not received at least 15 hours of instruction per semester hour of credit.
- E. College/University credits must be accredited from one of the following six regional accreditation associations: The Middle States Association of Colleges and Schools; The New England Association of Schools & Colleges; The North Central Association of Colleges and Schools; The Northwest Association of Accredited Schools (NAAS); The Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.

#### 117 INITIAL SALARY PLACEMENT FOR VOCATIONAL EXPERIENCE

- A. **Teachers Members** in vocational assignments who, with prior approval from the Human Resources administrator, participate in state of the art seminars sponsored to upgrade vocational skills shall be allowed salary credit with 15 hours of seminar participation equaling one hour of graduate credit for purposes of column movement.
- B. In determining initial placement on the Salary Schedule, Type A and C certificated **teachers members** with work experience in an educational institution shall be granted to the same limit as applies when completing initial placement for **teachers members** with Type A certificates. Non-educational institution experience shall be granted on the basis of one year for every two years of experience. Work experience shall be defined as work related to a **teacher's member's** assignment. Initial placements will not be modified for **teachers members** who move from regular positions to those in which work experience might have been considered at time of placement.
- C. Type D or Limited certificated **teachers members** will be placed on the salary schedule with up to three years' experience for work directly related to their teaching assignment(s). For initial placement, the **teacher member** without a degree must have completed four or more calendar years of full-time work experience in the vocational trade for which applying (2,000 hours equals one year's experience); however, two years of formal training at an institution of higher learning may substitute for a maximum of 4,000 hours of work experience. Official transcripts of this formal training are required.
- D. Work experience used for vocational salary credit must be verified in the **teacher's member's** personnel file.
- E. Once a Type D or Limited certificated **teacher member** is initially placed on the salary schedule, advancement across the schedule will be in accordance with the number of credit hours earned.

#### 120 SALARY ADJUSTMENTS

- A. A **teacher member** holding a valid contract who has met the requirements necessary for advancement on the salary schedule shall, upon written request, be issued a contract adjustment within 30 calendar days following the necessary verification in the Human Resources Office. The actual increase in salary shall occur in the month following that in which the adjustment is issued, provided the signed adjustment is returned by the **teacher member** to the Human Resources Office no later than the 10th **1<sup>st</sup> working day** of the month in which the increase is to be paid.
- B. The requirements necessary to advance on the salary schedule include the necessary official transcripts showing credit earned, and the **teacher's member's** request for salary advancement. Such request(s) shall be made on a form provided by the District. Salary schedule movement for educational attainment is limited to one column per academic year.
- C. Salary Placement Errors
1. If discovery of erroneous information causes the denial of a lateral salary advancement, a **teacher member** shall have the option of being placed temporarily on the denied column, if the District has given erroneous information to the **teacher member** while working toward such an advancement. The temporary advancement will be allowed for a period not to exceed the then current school year. During this period the **teacher member** must complete whatever course work is required to make the salary placement proper. In the event the required course work is not completed by the beginning of the next school year, the **teacher member** will be moved back to the correct salary column and step, and must reimburse the District for any overpayment for the period of the temporary advancement. At the **teacher's member's** option such reimbursement will be made in either a lump sum payment or by monthly payroll deductions not to exceed nine pay periods.
  2. The burden of proving that erroneous information was provided by the District, as referred to in 120 C 1, rests with the affected **teacher member**. Evidence of an earlier erroneous salary placement which is continued and affects the instant situation would meet this burden of proof. A **teacher's member's** unsubstantiated allegation that verbal information received from the Human Resources Office led to the error would not sustain the **teacher's member's** burden of proof.
  3. A **teacher member** whom the District can show should have reasonably known about the error in salary placement in a timely manner, and who elected not to bring it to the attention of the District, will not be eligible for the temporary upgrade described in 120 C 1.
  4. If a **teacher member** is improperly placed on the salary schedule and the error is discovered before December 1, or within 60 days of employment or initial entitlement, whichever is later, the salary increase or decrease shall be made retroactive only to the start of the school year in which the error was discovered.
  5. If a salary placement error is discovered after December 1, or more than 60 days after employment or initial entitlement, whichever is later, the salary increase or decrease shall be made from the date of the discovery. Neither the District nor the **teacher member** will be required to reimburse the other for any back pay.
  6. The initial responsibility for determining salary placement rests with the Human Resources Department. **Teachers Members** have the responsibility for keeping track of the academic credit hours needed for lateral movement on the salary schedule.

**125 SALARY PAYMENT**

- A. Each teacher member shall elect to receive annual salary in one of the following ways:
1. ten equal payments with the 10th payment due mailed on or before the 7<sup>th</sup> District workday following the members' last working day of the school term;
  2. ~~ten~~ eleven payments, nine of which shall be paid on the basis of 1/12th of the annual salary and due on the last working day that is on or before the 15<sup>th</sup> of the month, unless the 15<sup>th</sup> of the month falls on a Monday which is a District holiday, of the months of September through May, ~~and~~ the 10th consisting of ~~three~~ two checks for the months of ~~June, July, and~~ August, due on the last working day of the school term, and the eleventh payment mailed on or before the 7<sup>th</sup> District workday following the members' last working day of the school term.
- ~~B. Newly contracted teachers hired before August 30 may request a salary advance equal to one half of their monthly salary payable on September 15.~~
- ~~C. A teacher's member's per diem shall be the teacher's member's annual salary divided by the 188 days 182 workdays in the school term.~~
- ~~D. C.~~ When the District implements direct deposit, teachers members may elect to have paychecks automatically deposited in any Anchorage financial institution of their choice.
- ~~E. The District will attempt to develop a program leading to a semi-monthly pay cycle and electronic deposit to annuity programs to expedite transmittal.~~
- ~~F. D.~~ If there is a substantial change in the school calendar, the District will meet with AEA to discuss payment options.

**135 CONTRACT EXTENSION**

- A. Compensation for contract extensions shall be calculated at the per diem rate of the teacher member. When teacher member contracts are extended, notification shall be ~~six~~ eight weeks in advance, unless otherwise mutually agreed.
- B. Special project contracts shall be prorated at Range 1 Added Duty Activities schedule. Contracts shall specify the rate of pay and the number of hours required for the project. Where the length of project cannot be accurately estimated, the teacher member may be paid a lump-sum amount. Teachers Members shall not be required to accept special project contracts nor have any reference made in the evaluation process for refusal.

**150 ADDED DUTY ACTIVITIES**

- A. Activities authorized by the Board will be compensated by assignment to one of the seven ranges shown in the following schedule. The range number at the right of each activity is the range assigned for added duty compensation amounts.

| RANGE  | 1      | 2       | 3       | 4       | 5       | 6       | 7       |
|--------|--------|---------|---------|---------|---------|---------|---------|
| AMOUNT | 800.00 | 1500.00 | 1750.00 | 2000.00 | 2400.00 | 3000.00 | 4500.00 |

| Activities                               | High School | Middle               | Elementary |
|--|-------------|----------------------|------------|
| Basketball, Head Coach                   | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4 <del>deleted</del> |            |
| Cheerleader, Head Coach (per sport)      | 6           | 4                    |            |
| Cheerleader, Assistant Coach (per sport) | 5           | -                    |            |
| Cross-Country Running, Head Coach        | 6           | 5                    |            |
| Assistant Coach(es)                      | 5           | 4                    |            |
| Cross-Country Skiing, Head Coach         | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4                    |            |
| Debate                                   | 3           | -                    |            |
| Drama Competitive                        | 3           | -                    |            |
| Drama (per production)                   | 4           | -                    |            |
| Drama (Middle Level, all year)           | -           | 2                    |            |
| Drill Team Coach                         | 2           | -                    |            |
| Football, Head Coach                     | 7           | -                    |            |
| Assistant Coach(es)                      | 6           | -                    |            |
| Forensics-Speech                         | 3           | -                    |            |
| Gymnastics, Head Coach                   | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4                    |            |
| Hockey, Head Coach                       | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4                    |            |
| Honor Society                            | 1           | 1                    |            |
| Intramurals (per activity)               | 1           | 1                    |            |
| *Interschool academic competition        | 1           | 1                    | 1          |
| Music (per activity)                     | 1           | 1                    | 1          |
| Newspaper Advisor (per semester)         | 3           | 1                    |            |
| Rifle, Head Coach                        | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4 <del>deleted</del> |            |
| Soccer, Head Coach                       | 6           | 5                    |            |
| Assistant Coach(es)                      | 5           | 4 <del>deleted</del> |            |
| Swimming, Head Coach                     | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4 <del>deleted</del> |            |
| Student Council (all year)               | 3           | 2                    | 1          |
| Tennis, Head Coach                       | 6           | -                    |            |
| Assistant Coach(es)                      | 5           | -                    |            |
| Track & Field, Head Coach                | 6           | 5                    |            |
| Assistant Coach(es)                      | 5           | 4                    |            |
| Volleyball, Head Coach                   | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4                    |            |
| Wrestling, Head Coach                    | 7           | 5                    |            |
| Assistant Coach(es)                      | 6           | 4                    |            |
| Yearbook Advisor (per semester)          | 5           | -                    |            |

\*District-approved activities like Battle of the Books, Mock Trial, Science Olympiad, Math Derby, Academic Decathlon, etc. If authorized, all Elementary Division schools shall be funded at five Level 1 addendums, to be determined by the principal.

- C. High School/Middle level club and class sponsors in activities of 40 hours or less shall be paid at Range 1 or part thereof according to 150 H if the activity requires more than 20 hours outside the normal work day and when assigned in advance by a unit administrator. Pay for approved elementary activities will be at Range 1 unless otherwise stipulated. Elementary activities (such as music, intramurals, and student council) of less than 40 hours shall be compensated on a prorated basis provided the maximum number of compensated hours is clearly stipulated in the addendum and the activity is approved by the unit administrator.
- D. Activities authorized by the Board are defined as Board approved activities for which there is a signed/approved written addendum.
- E. Activities authorized by the unit administrator responsible may be sponsored without compensation being provided, by mutual consent. No addenda are necessary for such activities. The District shall not encourage, coerce, or in any way solicit such voluntary services. No reference to the non-performance of volunteer activity will be made in any evaluation/observation document, or in any evaluation conference between a ~~teacher~~ **member** and supervisor. No request for volunteer sponsors will be circulated among ~~teachers~~ **members**, posted in any building, or in any manner communicated by principals, except in response to specific requests for such information by a ~~teacher(s)~~ **member(s)**.
- F. Added duty activities not specifically provided for herein may be established by the District in keeping with the above schedule. In the event the District establishes a new Added Duty activity, it shall, upon request by the Union, negotiate the pay range therefor.
- G. An activity at Range 1 is defined as 40 hours devoted to the activity.
- H. The District reserves the option to group High School/Middle level extra curricular activities as an assignment in exchange for a given teaching assignment without paying an added duty salary. The District may, at its discretion, combine activities of shorter duration to allow a ~~teacher~~ **member** to qualify for an addendum. Likewise, the District may divide a single activity between two or more ~~teachers~~ **members** or prorate salary payments for an activity of less than 40 hours.
- I. In filling added duty positions during the school year, the unit will post activity openings for five business days (independent of the school calendar). The District shall prepare and distribute common job descriptions for Head Coach positions in all major sports. Other job descriptions will be developed at the school and shall include a list of basic expectations for the position. The posted vacancy announcement must specify whatever special qualifications are required. Building candidates will be considered first. If no building candidate is selected, the opening will be posted throughout the District. A minimum of three candidates will be interviewed, if at least that number has applied. If no District candidate is hired, out-of-District applicants will be considered. In assessing the qualification of applicants, the District shall give preference to in-district applicants as long as their qualifications are relatively equal. If the District determines that an in-district applicant should not be selected because an outside applicant possesses substantially greater skills and qualifications, it shall set forth in writing the reasons for its determinations both to the unsuccessful in-district applicants and AEA's grievance committee.
- J. Should the Board choose not to rehire a bargaining unit member for an added duty assignment for a subsequent year the ~~teacher~~ **member** will be notified of this on or before the last day of the school term.

Such advance notice will also be provided, to the degree possible, of the elimination of a ~~teacher's~~ **member's** added duty assignment. When performance problems arise with a Head Coach/Publications Advisor who has served for three (3) or more years, principals may elect to place the coach on probation for one season, prior to deciding whether or not to non-retain. Probation status will be limited to circumstances and problems which principals believe can be overcome. The District retains its right to non-retain without a probation if it believes the interests of the-school and/or program will be better served. At the ~~teacher's~~ **member's** request, a written statement of the reason will be provided; however, the determination of the District will be final. The Association and the District shall develop a performance standards protocol ~~in the 2005-2006 school year~~ to address performance concerns of an added duty activity addendum holder.

- K. Contract addenda will be signed prior to the beginning of the activity, except by mutual agreement. In no case shall more than thirty days pass from the onset of activity before the completion of necessary addenda.
- L. The District will commit \$30,000 during the life of this agreement to reimburse teachers selected to provide added duty under this section for the cost of a certificate-required by the Alaska Association for School Activities for coaches/sponsors in the affected areas. Reimbursement shall occur on a first come, first served basis and shall be available only to those receiving addenda for activities that require possession of the certificate. Requests for reimbursement shall be presented to the school principal.

### 155 SALARY FOR ADDITIONAL DUTY POSITION

- A. Department Chairs in Regular Secondary Education

The District may elect to create and support Department Chair positions. A ~~teacher~~ **member** who serves as Department Chair shall be paid according to the following schedule:

|  |                   |
|--|-------------------|
| Number of <del>teachers</del> <b>members</b> reporting to a department chairperson | Range (per 150 A) |
| 3-8  | 5                 |
| 9-17   | 6                 |
| 18 or more   | 7                 |

The District retains the right to provide an additional conference period as partial compensation. Should an additional conference period be provided, the category of payment shall be two ranges lower than listed in 155 A.

Department Chairs shall not be responsible for evaluation or supervision of ~~teachers~~ **members**.

- B. Department Chair in Special Education

The District may elect to create and support Special Education Department Chair positions. A ~~teacher~~ **member** who serves as Special Education Department Chair shall be paid according to the following schedule and may be assigned direct teaching responsibilities:

|   |                  |
|---|------------------|
| Number of <del>teachers</del> <b>members</b> and Teacher Assistants reporting to a Department Chair | Range (Per 150A) |
| 3-8   | 5                |
| 9-17  | 6                |
| 18 or more  | 7                |

C. Special Education Administrative Intern

Special Education Administrative Intern positions may be established in order to meet ~~teacher~~ **member** evaluation and program supervision responsibilities. Such positions shall be offered first to existing Special Education teachers and Department Chairs. Such offers shall take the form of a special position vacancy announcement, which will stipulate the restrictions that apply. Selected Interns shall be removed from the bargaining unit for a maximum of three years and for no less than a full school year, unless the assignment is given after the start of the school year. Interns retain the right to return to the bargaining unit at the start of the subsequent school year. All seniority rights earned prior to the assignment as Intern shall be retained. At the end of three years, or sooner, the Intern will return to the bargaining unit, in order to support a rotating system of supervision.

This section does not restrict the District's right to establish regular supervisory positions. No evaluation responsibilities shall be assigned to Department Chairs.

D. Elementary Curriculum Contact

The principal may designate addenda for curriculum contact positions to provide support to ~~teachers~~ **members**, training, or other areas determined to be of need to the school. This position shall carry a Range 1 addendum and will be selected in the same manner and operate under the rules established in Article 150. No ~~teacher~~ **member** shall be required to serve in this position. A Curriculum Contact position of less than 40 hours shall be compensated on a prorated basis provided the maximum number of compensated hours is clearly stipulated in the addendum.

E. Elementary Teacher-in-Charge

1. A ~~teacher~~ **member** who serves as elementary teacher-in-charge shall be provided a written "standard operating procedure" manual covering procedures for dealing with probable situations, such as accidents or parent complaints for which the principal is responsible.

2. Teacher-in-charge shall have the same protection as provided for the principal while acting for the principal.

3. A ~~teacher~~ **member** designated by the principal as teacher-in-charge for the school year will be paid at Range 3 as provided in 150, Added Duty Activities. If the school has an assistant principal or intern pay will be at Range 1. Pay will be prorated while serving for less than a full school term.

4. When the principal is out of town for five consecutive student days and a substitute administrator is not provided, a substitute teacher shall be provided for the teacher-in-charge for a minimum of one-half of the time of principal absence. When the principal is out of the building for a shorter duration, decisions with regard to substitute coverage will be made on a case by case basis.

F. Technology Assignment

The principal may designate a position in technology to provide support to ~~teachers~~ **members**, training, maintenance of equipment, or other areas determined to be of need to the school. This position shall carry a Range 1 addendum and will be selected in the same manner and operate under the rules established in Article 150. No ~~teacher~~ **member** shall be required to serve in this position.

G. Summer School Assignment

1. ~~Teachers~~ **Members** assigned to summer school duties shall be paid at their current per diem rate or appropriate portion thereof, depending on time on duty. However, effective July 1, any change in the per diem rate will be reflected on new or continuing contracts.

2. Regular Summer School vacancies shall be posted in the Human Resources Office and in all schools and shall list any special qualifications required. District candidates will be considered first. By consideration is meant that applicants are sought, their qualifications evaluated with respect to those required, and decisions made as a consequence of such evaluation. A minimum of three candidates will be interviewed, if at least that number has applied. If no District candidate is hired, out-of-District candidates will be considered. Applicants will be notified of the status of their candidacy. Summer service provided to Special Education students will be arranged by the Special Education Department and shall be outside the scope of Section E (2). Participation in any summer teaching activity will be voluntary.

3. If the Board chooses not to rehire a ~~teacher~~ **member** for summer school assignment for a subsequent year, the ~~teacher~~ **member** will be notified of this on or before the last day of the summer school term. Such advance notice will also be provided, to the degree possible, regarding the elimination of a ~~teacher's~~ **member's** summer school assignment. At the ~~teacher's~~ **member's** request, a written statement of the reason will be provided; however, the determination of the District will be final. Since summer school may or may not be offered, as a function of funding availability, those ~~teachers~~ **members** not given written notices shall have first right of refusal to any regular education summer school opening, whatever the delay between summer school sessions.

4. Special Summer Schools are offered from time to time, by programs or by a given school. Vacancies in special Summer Schools shall be filled in accord with the above procedures, except that (1) first right of refusal shall be granted to staff currently assigned to the program or school offering the summer session, and (2) special qualifications may be required. Special qualification requirements must be listed on the Position Vacancy Announcement.

**160 AUTOMOBILE ALLOWANCE**

A. ~~Teachers~~ **Members** who use a private passenger vehicle for District business shall be reimbursed for the vehicle use at the approved federal rate of per mile reimbursement, adjusted annually. The vehicle is used to provide transportation between duty stations. No reimbursement shall be made for mileage traveled by a ~~teacher~~ **member** to the first nor from the last duty station. Should the federal mileage reimbursement rate change, the rate will be adjusted prospectively.

B. The District also agrees to pay the ~~teachers~~ **members** who drive more than 475 miles per month, averaged across the school year and who apply directly to the Payroll Department before April 15, the equivalent of two month's mileage reimbursement in lump sum at the end of the school year. The monthly amount will be determined by dividing the dollars paid in reimbursement between August 31 and May 15 by nine.

## 170 DISABILITY RETIREMENT

In the event a tenured teacher member retires because of disability and subsequently recovers, the teacher member shall have rehire privileges as defined by Alaska statute 14.20.165 and appropriate regulations.

## 200 SERIES — INSURANCE BENEFITS

### 205 HEALTH BENEFITS

A. For the ~~2005-2006~~ 2007-2008 year, the District shall contribute \$700.00 \$890.00 per teacher member who elects health coverage through the NEA Alaska Health Plan per month toward the cost of health care. The District contribution will increase to \$975.00 for 2008-2009 and to \$1060.00 for 2009-2010. This contribution shall be transmitted to the NEA-Alaska Health Plan Trust account ~~on the first working day of each month, unless otherwise mutually agreed,~~ with the clear understanding that such funds may be used only to provide a comprehensive health plan for Anchorage School District teachers. The District shall have no obligation or responsibility for any aspect of plan selection or for administration of benefits offered under whatever plan may be purchased by the Association.

B. The District will retain an amount equal to the contribution referenced in (A.) above for each member waiving health coverage. Beginning in July 2008 the District will apply the full amount retained the prior fiscal year to the member's portion of the premium amount on a monthly basis until the retained funds from the prior fiscal year are expended.

An independent accounting of the waiver monies will be provided by the District to the Association as agreed upon by the parties.

B C. The District will transmit the District's contribution of funds to NEA-Alaska Health Trust in accordance with the Memorandum of Understanding that was signed by the parties on May 9, 2006. The effective date of obligation for transmission of District contributions to provide coverage for new teachers shall be the first day of the month following initial contract date, including teachers retroactively contracted to the first day of the school year. Teachers Members who are laid off or terminated at the end of the school year for reasons other than retirement and who have not obtained coverage through another employer shall have coverage through August 31. The details of the health plan for teachers members shall be determined by the Association, in accord with its agreement with the NEA-Alaska Health Plan Trust.

1. Members who chose to waive health insurance benefits during open enrollment must provide proof of insurance coverage through another plan to the NEA-Alaska Health Trust. Members may waive or enroll for health coverage under a qualifying event as defined in the NEA-Alaska Health Plan. The waiver will go into effect the first of the month following receipt of the waiver from the Trust by the District.

C D. Benefits provided shall be described in a booklet published by the Association and made available to all teachers members. Improvement of services or benefits shall be conveyed in writing to all teachers members, as deemed appropriate and necessary by the Association. ~~In recognition of the District's total contribution toward the teacher health plan it is agreed that the District and Association will describe the District's health payments according to the following formula: District's total health care~~

~~benefit contribution for September divided by the number of teachers enrolled in the AEA Health Plan as of September. This figure will be used in all communications related to health contributions between the District and Association, the District and teachers, the Association and teachers and in communication with the public.~~

DE. Teachers Members on District-approved long-term unpaid leave, laid-off teachers members, or teachers members who terminate their employment may elect to pay the full cost of the health plan then in effect in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1986. All arrangements for such continued coverage must be made with the appropriate representatives of the NEA-Alaska Health Plan Trust, or designee, in coordination with the District's Benefits Department.

E F. The District shall provide, at no cost to the teacher member, a physical examination to minimally meet the requirements of the Department of Education and Early Development.

### 210 LIFE INSURANCE

A. The District shall provide, on a non-contributory basis, a group Life and Accidental Death and Dismemberment Insurance Plan. Coverage shall be for three times the teacher's member's annual salary rounded to the next higher \$1,000 to a maximum of \$100,000. In the event of an accidental death, the insurance shall pay an additional amount equal to the basic life insurance amount. The program of benefits will be described in a master contract between the District and the insurance carrier.

B. Teachers Members may purchase, at their expense, and at the then current group rate, supplemental term life insurance in an amount equal to the difference between three times their annual salary and \$100,000. Teacher Member contributions shall be made by payroll deduction.

C. Teachers Members may purchase, at their expense, at the then current rates, life insurance for eligible dependents in accordance with current Alaska Statutes and as described in a master contract between the District and the insurance carrier.

D. Upon termination, a teacher member may elect to convert the life insurance coverage provided by the District during the period of the teacher's member's employment. If such election is made, the terminated teacher member shall pay all the premiums for the insurance. The conversion rate shall be established by the insurance carrier. The maximum face value of such insurance may not exceed that of the coverage in force on the teacher member immediately prior to the teacher's member's termination.

E. A teacher member on an approved long-term unpaid leave of absence may elect to continue the life insurance coverage in force during the teacher's member's employment. If such election is made, the teacher member shall pay all premiums for the insurance at the then current group rate.

### 212 EMPLOYEE ASSISTANCE PROGRAM/COUNSELING

~~The District shall provide an Employee Assistance Program (EAP) for which the following shall apply:~~

~~A. A teacher's use of the EAP shall remain confidential.~~

- B. ~~A teacher's decision to use or not use the EAP cannot be cited as part of any evaluation document or any other memorandum or written record referring to teacher performance.~~
- C. ~~The provider may not communicate with the District regarding a specific teacher or teacher's dependent unless a written release is provided by the teacher.~~
- D. ~~Neither the District nor the Association shall be provided with client lists.~~
- E. ~~Participation in the EAP shall be voluntary; however, the District may make a referral/recommendation that a teacher participate.~~

**Employee Assistance Program benefits are provided through the NEA-Alaska Health Trust under the comprehensive health plan for Anchorage School District teachers.**

## 215 WORKERS' COMPENSATION

- A. Teachers Members injured on the job shall be eligible to whatever compensation is available under the Workers' Compensation Act, in accord with rules established by the District. Further, teachers members may elect to supplement their income while on leave with a compensable injury by drawing from their accrued sick leave. Sick leave may be used on the basis of ½ day of sick leave for each full day on Workers' Compensation. Once the option to use sick leave is elected by the teacher member, it will remain in effect until the teacher member exhausts their personal sick leave accrual, or returns to work. Retirement contributions shall be paid by the District only on income earned through use of sick leave. Teachers Members with compensable injuries, on leave under provisions of this Article, are ineligible for Sick Leave Bank withdrawals.
- B. The District shall reimburse the teachers members for costs, through workers' compensation, of replacing or repairing their dentures, eyeglasses, hearing aids, or similar appurtenances which are damaged or destroyed as a result of circumstances involving the discharge of their duties including but not limited to, physical assault by students, necessary physical force used by the teacher member to protect self, another teacher member, student, or parent from possible injury, and in an extraordinary case of breach of discipline to restrain a disruptive pupil. To be eligible for reimbursement, a teacher member must notify the supervisor within 48 hours of occurrence. Damages as a result of a teacher's member's negligence or carelessness, as may be determined by the principal, will not be covered by this provision.

## 220 LIABILITY INSURANCE

- A. The District shall insure or indemnify and protect teachers members from claims, demands, suits or judgments, as prescribed in AS 14.12.115 and Board Policy 728.22, while they are participating in District sanctioned/sponsored activities that might occur before and after the school day and on weekends or holidays. Liability insurance coverage shall extend to all members of the bargaining unit who are performing professional duties, as an agent of the District, in the public schools before or after the school day and on weekends or holidays. This shall include teachers members attending ASD sponsored activities and PTA activities on a volunteer basis, acting in a professional capacity.
- B. The District does not provide coverage for personal property including personal property in vehicles. Teachers are encouraged to obtain their own coverage for personal property. In catastrophic situations,

where the loss exceeds the District deductible, affected teachers members will be notified of the District's insurance claim procedures, which may cover their individual loss.

## 300 SERIES — LEAVES

All leave activity must be properly reported to the school by the last day of the work year.

## 305 CIVIC LEAVE

A teacher member may be granted, at the discretion of the Superintendent, paid leave for civic and professional duties at the national, state, and local level. Civic and professional duties shall be defined as being appointed to a committee, commission, or board established by the President, Congress, Governor, State Legislature, Municipality, Board, District, or national, international or local non-profit organization or serving in an elective office for a professional education association, excluding unions.

## 310 EMERGENCY LEAVE

- A. In cases of death in the immediate family, or cases of serious illness or accident requiring hospitalization of a teacher's member's immediate family member, the teacher member at that time shall be entitled to use up to five days of sick leave. If these circumstances require out-of-state travel, the teacher member shall be entitled to use up to seven days of sick leave. Emergency Leave days may only be used from the individual's personal sick leave accrual. The building administrator/supervisor may extend the days to a total of ten (10) days of sick leave, if available. Requests for Emergency Leave beyond the ten (10) days must be submitted to the Executive Director of Human Resources for approval. If more than one death or hospitalization in the immediate family should occur at different times in the school year, each event will be treated under this provision as a separate occurrence. For leave requested under the Family Medical Leave Act (hereinafter FMLA), more extended leave may be taken for relatives covered by the Act (see C. below). No sick leave is available for leave extensions under FMLA.
- B. In case of a serious illness or accident to a teacher's member's immediate family member that requires medically authorized confinement other than hospitalization and which requires the presence of the teacher member, the teacher member shall be entitled to use sick leave. If abuse of emergency leave is suspected, a physician's statement may be required to verify the requirement of the presence of the teacher member or the death. Leave without pay may be taken instead of sick leave, at the option of the teacher member. Per Article 360 (D) personal leave must be exhausted before LWOP can be taken.
- C. Immediate Family  
  
Immediate family includes the teacher's member's spouse, parent, past legal guardian, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, any other person living in the same household as the teacher member, and any other relative deemed appropriate by the administrator.

### 311 TRAVEL DELAY LEAVE

When a **teacher member** is absent because of travel delay beyond the **teacher's member's** control, the District shall grant personal leave, subject to written verification from a source acceptable to the District. If personal leave is exhausted, unpaid leave shall be utilized on a one-half day charge per full day use basis. **Teachers Members** are expected to contact the administrator or **teacher member** answering service in advance of the absence, unless impossible.

Paid leave shall be granted for transportation delays occurring during the school year while the **teacher member** is on a trip that was organized and executed for District business.

### 315 LEAVE BENEFIT CHANGE NOTICE

A teacher on approved sabbatical or long-term leave will be notified by certified mail at the address listed in the Human Resources Office of all information concerning any changes that have occurred in District retirement programs or other benefits in the 200 Series about which the District notifies its certificated staff.

Notice of intent to return from leave must be given to the District **by certified mail** by March 15, if on full year or second semester leave. Notice of intent to return from leave must be given to the District by November 15, if on leave for first semester only. If such timely notice is received, the District shall provide the teacher with a list of current vacancies.

Teachers who fail to give proper notice of their intent to return shall not be considered for placement during the annual staffing meetings, usually held between April and September. They shall be placed on a position available basis after all other staffing has been completed.

### 320 LEGAL LEAVE

- A. If suit is brought against a **teacher member** for actions taken within Board Policy and the scope of employment, the **teacher member** shall be entitled to paid leave for any periods of work missed while participating in such proceedings.
- B. No **teacher member** is entitled to paid legal leave when the **teacher member** is involved in personal litigation or is a plaintiff in action being taken against the District.
- C. If a **teacher member** misses work because of jury duty, or if a **teacher member** is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the **teacher member** is not a plaintiff or defendant, the **teacher member** shall be entitled to paid leave. The **teacher member** will return to the District any money in excess of required meal and parking expenses. Money received for non-work days or holidays shall be kept by the **teacher member**.
- D. A **teacher member** dismissed from jury duty shall return to duty as soon as possible. If a substitute has been obtained, the **teacher member** may utilize the remainder of the day for instructional planning. The **teacher member** shall not lose their ~~30-minute~~ duty-free lunch.

### 330 PERSONAL LEAVE

Full-time **teachers members** shall be entitled to two and one-half days of personal leave with pay each year. Part-time **teachers members** shall be entitled to personal leave as determined by the following formula:

Contract time assignment x 2.5 = days per year of leave

No more than five personal leave days may be carried over from one school year to the next. Unused personal leave days in excess of five will be cashed out at the end of the school year at the **teacher's member's** per diem rate for that year. A **teacher member** may cash out previously accrued unused personal leave days at any time. A **teacher member** wishing to cash out leave must notify payroll by the ~~10th 1st~~ of the month in which the **teacher member** wishes payment (~~except May and December, when the deadline is the 1st~~), which will be included in the next check. Conditions for personal leave use are:

- A. Personal leave may not be used during the first or last five student days of the school term, unit or District in-service days. **Teachers Members** may not use personal leave in any combination that includes both the day before and the day after either Winter or Spring vacations. Exceptions to the restrictions in 330 A may be granted at the discretion of the District for major life events or upon recommendation of the unit administrator;
- B. Major life event refers to a significant personal event the scheduling of which must be beyond the control of the **teacher member**. For example, a college graduation of a **teacher's member's** child would qualify while the **teacher's member's** own wedding would not. The time allocated for such event will be the minimum absolutely necessary. For example, a college graduation in Seattle on Saturday would not warrant any leave while a college graduation in Pennsylvania on Saturday might qualify;
- C. Employees shall request personal leave at least 24 hours prior to the beginning of the leave. Exceptions to the time restrictions may be granted by the unit administrator;
- D. No **teacher member** shall be required to use personal leave except as provided in Articles 332, 350 and 360;
- E. Leave approval will be at the discretion of the immediate supervisor who may deny personal leave if the number of **teachers members** requesting leave for any one day exceeds 10% of the teaching staff or two **teachers members**, whichever is more at the unit level, or otherwise threatens to disrupt the unit's educational program. Denial notice must be given to the **teacher member** at least 12 hours prior to the leave time;
- F. Evening High School **teachers members** not under contract and summer school **teachers members** during that period of employment are not eligible to earn or use personal leave.

### 332 RELIGIOUS OBSERVANCE LEAVE

**Teachers Members**, whose religions require their absence from school, shall be granted necessary leave days. **Teachers Members** will first use personal leave days then unpaid leave days on a one-half day charge per full day use basis. If a **teacher member** has exhausted personal leave days for religious observances and later in the school year requires personal leave for major life events, the **teacher member** shall be granted, upon request, unpaid leave days not to exceed the number of personal leave days used for religious observances. Calendar or percentage restrictions on the use of personal leave

days, if any, shall not apply to 332. The District reserves the right to request validation of absence for religious observance leave.

### 335 PROFESSIONAL LEAVE AND DEVELOPMENT

Seven hundred fifty (750) ~~teacher member~~-initiated professional leave days and twenty-five thousand dollars (\$25,000) for stipends (250 x \$100/day) shall be allocated annually to improve instruction and to support District training and development initiatives. Stipends will be used to pay ~~teachers members~~ for attending District approved voluntary training on non school days. 500 days and \$15,000 shall be allocated to the unit/program level and 250 days and \$10,000 to a District Bank. The District shall maintain, and make available to the Association a data base of professional leave usage across the District. The data collected shall include ~~teacher member~~ name, year of award, amount of award, its purpose, and the name of the school or program.

- A. Unit days and stipends shall be awarded by selection committees, chaired by the principal or supervisor. Each committee shall establish selection criteria which are based on District goals. Leave requests which are supported by the committee after the Bank is exhausted may be granted to a ~~teacher member~~ willing to pay the cost of their substitute with the approval of the principal and Training and Professional Development Department. Following the committee process the candidate who was awarded days will formally apply through the District identified process. This process will confirm principal and District approval, as well as allow ~~teachers members~~ to combine school allocation, District Bank, and paying the cost of a substitute when appropriate and approved.
- B. Days and stipends from the District Bank shall be awarded by the Training and Professional Development Department in accord with criteria established below.

The criteria established for the award of requested days and stipends shall be, in priority order:  
1. benefit to the District, school and/or program, and ~~teacher member~~;  
2. recency of professional leave used by the applicant;  
3. availability of days and stipends.

Those denied requests may appeal to the Executive Director of Human Resources or designee. 25% of the allocations to the District Bank shall be reserved for the second semester. Individual access to leave days from the District Bank shall be limited to two (2) days each school year. These selection criteria shall apply to all members of the bargaining unit but days granted to those for whom no substitute is secured shall not count against the school allocation or District Bank.

### 340 SABBATICAL LEAVE

- A. Although no sabbatical leaves shall be granted during the term of this Agreement, should the sabbatical leave practice be restored, leaves shall be for a full school year, shall count as a year of District service as well as membership service in the retirement system, and shall not constitute a break in service. In years when no sabbatical leaves are granted, the District shall increase by \$15,000 its support for teacher mentors assigned to work with new-to-District teachers, as described in Article 463.
- B. A ~~teacher member~~ on sabbatical leave shall receive 50% of scheduled salary. To be eligible for insurance benefits, the ~~teacher member~~ must pay 50% of the insurance premiums at the then current rate.

- C. The District will pay into the retirement fund on the basis of full salary. The ~~teacher's member's~~ retirement contributions will be paid by the ~~teacher member~~ through payroll deductions. ~~Teachers Members~~ on sabbatical leave will not earn sick or personal leave.
- D. Applicants must have at least seven years of District service. Leaves may be taken only for educational purposes. Sabbatical leave recipients must return to District employment for a period of at least one year following the year of leave or they will be required to refund to the District the amount paid for salary and benefits for the sabbatical leave year. Exceptions to this restriction will be made for just cause.
- E. A Sabbatical Leave Committee, composed of three representatives appointed by the Association and three representatives appointed by the District, will meet during the first full week in February to review all applications for leave, which shall be submitted in January. The Committee shall evaluate applicants according to:
  - 1. the benefit of the leave to the District;
  - 2. the benefit of the leave to other District ~~teachers members~~;
  - 3. the performance of the ~~teacher member~~.
- F. On or before February 15 the Committee will submit the sabbatical leave names to the Superintendent who will recommend those recipients to the Board for approval for the following school year. The District shall not be approving sabbatical leave during the duration of this Agreement.
- G. Upon return from a sabbatical leave, a ~~teacher member~~ shall be assigned to the previously held position, unless that position has been eliminated or changed. In that case the ~~teacher member~~ shall be treated as though the ~~teacher member~~ had been in the building during the sabbatical leave year.

### 345 SICK LEAVE

- A. ~~Teachers Members~~ shall accrue paid sick leave without limit at the rate of one and one-third days for each calendar month or each major portion of each calendar month of actual service. Part-time ~~teachers members~~ shall accrue prorated sick leave in accordance with the full-time equivalency of their contracts. Sick leave days shall be advanced at the beginning of the school year. Sick leave days used in advance and not earned to date shall be repaid to the District should the ~~teacher member~~ not fulfill the full teaching contract for any reason.
- B. Cumulative sick leave earned by a ~~teacher member~~ in an Alaska public school is transferable to the District as provided in Department of Education and Early Development and Early Development Regulations. Newly hired ~~teachers members~~ shall be notified of the Regulations. The newly hired ~~teacher member~~ has the responsibility to furnish to Payroll, within 90 calendar days, a statement from the former district of the amount of sick leave to be transferred.
- C. A newly hired ~~teacher member~~ cannot use previously accumulated sick leave unless the ~~teacher member~~ has begun the teaching contract.
- D. A ~~teacher member~~ on approved leave may retain cumulative sick leave for the leave period, unless otherwise restricted in this agreement.

- E. A **teacher member** may use accrued sick leave for personal injury, personal illness, or for the illness or welfare of a person in the **teacher's member's** immediate family, as defined in 310. Leave used for immediate family shall be available only until a person can be obtained to care for the immediate family member.
- F. For purposes of 345, conditions related to childbirth shall be considered the same as any other medical condition. A **teacher member** may use six weeks of sick leave for recovery, subject to accrued leave. Leave shall be extended by two weeks if delivery is cesarean. Leave may also be extended due to complications when verified by a physician's statement.
- G. In the case of emergency or sudden **teacher member** illness where medical service is not locally available, reasonable travel time to the nearest competent medical service will be allowed as sick leave.
- H. **Teachers Members** are encouraged to arrange routine medical or dental visits outside the workday.
- I. If abuse of sick leave is suspected or if the District wants to verify that a **teacher member** is sufficiently well to perform teaching duties, the District may require a statement from the **teacher's member's** physician or may require the **teacher member** to submit to an examination by a physician of the District's choosing. If the District requires a physician's examination and statement, all costs will be paid by the District.
- J. A false statement by the **teacher member** regarding sick leave is sufficient grounds for cancellation of the contract and recommendation for revocation of the teaching certificate.

#### 346 CATASTROPHIC LEAVE

A **teacher bargaining unit member** who is a member of the Sick Leave Bank may be provided leave through the Sick Leave Bank. The Sick Leave Bank committee will develop criteria for use of catastrophic leave and shall be responsible for reviewing and approving requests for catastrophic leave withdrawal from the Bank.

#### 350 SICK LEAVE BANK

- A. In accordance with AS 14.14.105 there is established a Sick Leave Bank administered jointly by a committee of six members - five appointed by the Association and one appointed by the District. Five members shall be drawn from the **teacher member** bargaining unit; the sixth member shall be a District administrator with authority to manage the affairs of the bank on a daily basis. The committee will develop criteria for use of the Sick Leave Bank. Changes to the Sick Leave Bank Rules and Regulations must be jointly approved by the AEA and District representatives on the committee. The Sick Leave Bank Committee shall be responsible for reviewing and approving requests for sick leave withdrawal from the Bank, consistent with use restrictions contained in this Agreement. A **teacher member** who has exhausted personal and sick leave may apply for reasonable withdrawals, provided sufficient leave time is available in the Bank. Withdrawals from the Sick Leave Bank shall be used exclusively for personal illness of the **teacher member**. Awards in a given school year shall be limited to no more than twice the number of sick leave days accrued by the **teacher member** as of the start of the school year in which the application is submitted.

- B. One-half day contribution to the Sick Leave Bank will occur automatically through payroll deduction during the first 60 calendar days of each school year or during the first 60 calendar days of employment each school year. In the event the Sick Leave Bank exceeds 5000 days at the beginning of a school term, the above one-half day contribution to the bank will be deferred, except for new **teachers members**, for the school year or until such time that the days in the Bank number 2,000.
- C. A **teacher member** electing not to join the Sick Leave Bank will inform the Human Resources Office in writing within 15 calendar days after reporting or contracting date, whichever is later. Anyone who is not a member of the Sick Leave Bank will not be eligible for awards or donations from the membership.
- D. A **teacher member** who was previously a non-member of the Bank may elect to join by completing and submitting the appropriate form to the Human Resources Office by September 30, and donating one-half day of sick leave.
- E. Sick leave time assigned to the Bank shall remain the property of the Bank, and no donor shall have any further claim to donated days.
- F. A **teacher member** will not be reimbursed from the Bank for unpaid leave days until the application has been approved by the Committee and processed by Payroll.
- G. A **teacher member** who retires from the District may elect to donate up to 15 days of accumulated sick leave to the Sick Leave Bank. A rehired retired **teacher member** who terminates from the District may elect to donate accumulated sick leave to the Sick Leave Bank.
- ~~H. The employee who has utilized the bank will restore up to three (3) days of sick leave per year until 1/2 of the days borrowed are replaced. Donated days may be used to pay back the debt to the bank. The deduction will occur with the October payroll of the school year.~~

#### 355 MILITARY LEAVE

- A. Temporary short-term military leave shall be granted when a written request, by a military authority stating reasons why the leave is necessary, has been submitted to the Human Resources Office. When such leave is approved, the **teacher member** shall receive regular District salary, up to a cumulative total of 16.5 days per school year.
- B. Military pay received for duty time beyond the 16.5 day cumulative total shall be subtracted from gross pay, up to the **teacher's member's** regular per diem rate. Military pay shall be defined as base military pay received at the duty station but shall not include other fringe benefits. The **teacher member** has the responsibility to verify that portion of the military pay which is appropriate to 355. Failure to submit appropriate documents certifying receipt of military pay by May 10 shall be cause for the District to consider the leave as unpaid and deduct the value of the military leave taken from the **teacher's member's** May check. Adjustments for military leave taken after May 1 shall be completed by June 30.

### 360 UNPAID LEAVE

#### A. Short-Term Unpaid Leave

1. Upon request, a teacher member shall be granted three days of unpaid leave per school year, subject to the provisions of item 4, below. This leave may be extended at the District's discretion. Short-term leave need not be taken consecutively.
2. The District shall be given five work days notice of intent to take unpaid leave, unless a verifiable emergency exists.
3. If a paid holiday occurs while a teacher member is on unpaid leave, the teacher member shall be paid for the holiday, unless the teacher member is on leave both before and after the holiday.
4. Personal leave restrictions, with the exception of notification, shall apply to short-term unpaid leaves.

#### B. Long-Term Unpaid Leave

1. Requests for long-term leaves (more than 10 work days) shall be granted for a full year or may be granted for a semester or the balance of the school year to tenured teachers members. Requests for unpaid medical leave must be accompanied by a physician's statement of inability to perform duties which is acceptable to the District.
2. When possible, a 30 work day notice shall be given to the District of intent to take a long-term leave.
3. Upon request, the leave may be extended for up to an additional year.

#### C. Association Work Unpaid Leave

Unpaid leave(s) shall be granted at the request of the Association for the purpose of teacher(s) member(s) serving as officer(s) of the Association or of an education association affiliated with the bargaining unit. Such leaves shall count as a year of District membership service. Upon return from such leave, a teacher member, upon request, shall be reassigned to preference of vacancies.

#### D. Unpaid Leave Conditions

1. Upon return from an approved long-term leave, a teacher member shall be assigned on a position available basis.
2. A teacher member may request to return from unpaid leave earlier than originally approved. If approved, the teacher member shall be assigned to the first available vacancy for which qualified, as determined by the District.
3. A teacher member on an approved unpaid leave does not lose privileges under the non-retention statutes, and the leave year does not constitute a break in service under teachers' member retirement statutes.
4. The Board shall continue the retirement contributions toward the salary the teacher member would have received when the teacher member pays the District and teacher member contribution as required by state law. The payments may be made on a monthly basis.

5. Both personal and sick leave must be exhausted before unpaid medical leave may be used, excluding Family Medical Leave.

6. Leave requests shall indicate whether the leave is for medical, study, recreation, home/family, business, association work.

### 365 FAMILY/MEDICAL LEAVE PROVISIONS

A. The provisions of the state and federal Family and Medical Leave Acts of 1993 (FMLA) shall take effect for all employees upon ratification of the Agreement. For purposes of the Acts, the following shall apply:

1. A "year" shall mean July 1 to June 30;

2. Standard request procedures for FMLA unpaid leave shall be used;

3. A maximum of eighteen (18) weeks of leave may be taken over a two year period except in cases of child birth or adoption, in which case the provisions of applicable state statute shall apply for purposes approved under the Acts; leave taken by a teacher for purposes applicable under this provision shall count toward the maximum eligibility, whether or not a formal request for Family/Medical Leave was submitted.

4. Leave granted under this provision is typically unpaid. Teacher Member accrued sick leave may be used only for personal illness unless otherwise provided in this Agreement.

5. Employees on medical leave may be required to submit fitness-for-duty forms prior to return to work;

6. Health Insurance coverage will be retained for up to 18 weeks of leave granted under the FMLA;

7. Employees out of pay status for more than 30 days may elect to pay premiums for maintenance of life insurance protection, at the District rate, unless leave is granted under the FMLA, in which case both life and health insurance premiums are paid by the District for the approved period, up to 18 weeks;

8. When a third physician is needed to resolve a deadlock between the employee's physician and a physician employed by the District, that physician shall be selected by the two disputing physicians **and the exam costs for the third physician shall be borne by the District.**

B. Teachers Members adopting children may use up to six consecutive calendar weeks of accrued sick leave or up to a total of eighteen weeks of unpaid medical leave or a combination of sick and unpaid medical leave equal to a maximum of eighteen weeks, when appropriate documentation is submitted. The teacher member may use leave time for travel, legal processing, etc., incurred as a result of an adoption or attempt to adopt. No teacher member shall have access to the Sick Leave Bank for purposes of adoption.

### 368 LEAVE DONATIONS

- A. Solicitation of donations of leave by individuals, or the donation of leave between individual employees, is not permitted.
- B. All requests for leave donations from the general membership must be directed to the AEA President and approved by both the AEA President and the Executive Director of Human Resources. Upon approval, leave solicitation and donation will be requested through the AEA President for no more than the specific, verified number of days required for the personal illness of the applicant.
- C. Individuals who exhaust their sick and catastrophic leave awards from the Sick Leave Bank may apply for member donations. However, Sick Leave Bank members who have been denied sick leave or catastrophic leave by the Sick Leave Bank Committee are not eligible to apply for member donations.
- D. Individuals on Emergency Leave (310), Workers' Compensation Leave (215), Family Medical Leave (for other than their own personal illness)(365), or who have elected to not be a member of the Sick Leave Bank (350) are not eligible for member donations.

### 370 TEACHER EXCHANGE PROGRAM

A leave of absence of up to one year shall be granted to any teacher who qualifies under an exchange teaching program and is approved by the District. Exchange teachers will receive the same salary and benefits for the leave that they would have received had they continued their employment on a District site, and their experience shall be considered as uninterrupted District service.

The District shall send to the address designated by the teacher, all teacher communications regarding the terms and conditions of the teacher's employment during the time on the exchange program. Such communications shall include, for example, notice of expiration of teacher certificate, requirement for physical examination, requirement for TB test, teacher contract, notification of any changes in insurance. They shall not include non-essential communications regarding day-to-day information like meeting dates, agenda, and/or routine newsletters.

### 380 SHARED TEACHING – (ELEMENTARY)

- A. ~~Teachers~~ **Members** may request shared-time assignments by making application to the Human Resources Office prior to April 15. These ~~teachers~~ **members** will share the responsibility of one ~~teacher~~ **member** without increasing District costs. Shared teaching assignments must be approved in advance by the ~~teachers~~ **members**, principal, appropriate Instructional Division Executive Director, and Human Resources administrator. Responsibilities for scheduled faculty meetings, open house, parent teacher conferences, in-service education sessions, and MDT meetings shall be mutually decided by the ~~teachers~~ **members** and principal prior to approval of the assignment.
- B. Shared-time assignments shall be for one year, commencing at the beginning of the school year. A shared-time assignment may be continued for additional years by mutual agreement. Once approved, a shared-time assignment shall not terminate during the school year except for resignation or long-term unpaid leave of either ~~teacher~~ **member**. If one ~~teacher~~ **member** remains, the ~~teacher~~ **member** shall have the right to return to full-time status.

- C. When a shared-time assignment will not be continued the following year, the ~~teacher~~ **member** who originally held the shared position shall be returned to full-time status in that position. The other ~~teacher~~ **member** shall be returned to a position consistent with 413. If the shared-time position had not been previously held by either ~~teacher~~ **member**, both ~~teachers~~ **members** shall be assigned consistent with 413.
- D. Shared-time ~~teachers~~ **members** will divide preparation/planning time, but their total preparation/planning time will not exceed that required of one full-time ~~teacher~~ **member**.
- E. Hire date shall not be adjusted as a result of shared teaching.
- F. ~~Teachers~~ **Members** in shared assignments shall accrue and use leave on a pro-rated basis.
- G. The expiration date of this provision shall be one year beyond the expiration date of this agreement.

## 400 SERIES — EMPLOYMENT AND WORKING CONDITIONS

### 401 PROTECTION UNDER THE LAW/NON-DISCRIMINATION

~~Teachers~~ **Members** will be guaranteed full rights of citizenship under the Constitution and laws of the United States, the State of Alaska and the Municipality of Anchorage.

All practices, procedures and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of ~~teachers~~ **member(s)** or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, sexual orientation, physical disability or political affiliation. **The District will not tolerate any behaviors that ridicule, harass, intimidate, or otherwise threaten or discriminate against students, staff, or community members.**

The Association and District agree that the meaning of this Article of the agreement is consistent with the legal duties and responsibilities imposed by State and Federal law and regulation and is no greater. Thus, for example, the District may require bona fide occupational qualifications, as recognized in law or judicial decisions, with respect to a position.

This Article is not subject to the grievance procedure.

### 402 ACADEMIC FREEDOM

~~Teachers~~ **Members** enjoy academic freedom in the District. ~~Teachers~~ **Members** are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of the appropriate course content, the planned instructional program, and in accordance with School Board policy. ~~Teachers~~ **Members** shall also be entitled to freedom of discussion within the classroom on all matters relevant to the subject matter under study within their areas of professional competence. Facts concerning controversial issues shall be presented in a scholarly and objective manner and shall be pedagogically justifiable and discussion shall be maintained within the outlines of the ~~teacher's~~ **member's** course content. ~~Teachers~~ **Members** shall not

be censored or restrained in the performance of their duties exclusively on the grounds that the material discussed and/or opinions expressed are controversial.

### 403 SERVICES FOR STUDENTS WITH DISABILITIES

The District and the Association are committed to providing the best possible education for all students, including students with disabilities. To help prepare teachers members to address the great variety of student needs found in regular classrooms, the following is provided:

- A. If, in the judgment of the IEP team, supplemental supports and services are needed for the teacher member to meet the needs of the eligible student, each must be included in the IEP. The District will provide those services as designated. IEP team decisions are made by consensus, whenever possible. The District representative may schedule extra meetings, to allow for full discussion of concerns. In the event consensus cannot be reached, the District's decision will stand. The District will make training available to affected teachers members in at least, but not necessarily limited to, the following areas:
1. The various methods required to work with the special needs of the exceptional students in order to integrate them effectively into regular classroom instruction.
  2. Alternative instructional strategies which enable them to deal with a variety of behavior and learning styles within a given classroom environment.
  3. Familiarity with the use of resources and materials available for working with exceptional students.
  4. Methods and skills to develop and convey to other students in the class an appropriate sensitivity to the needs and feelings of their exceptional students.
  5. Methods and skills to assist in accessing students with disabilities, to help determine eligibility, and to evaluate the student's progress.
- B. The District's Special Education Handbook, which contains information regarding the implementation of current law, will be available to all certificated staff in the principal's office, through department chairpersons, special education offices, and on the ASD website. Also, a special education brochure will be given to each certificated staff member, to include basic information about procedural and eligibility issues. The brochure will also be published on the ASD website.
- C. IEP teams will identify eligible students whose behavior may impede learning and deny success in school. Behavior support plans will be developed, implemented and revised, as needed. If one or more members of the IEP team believe that modifications to the IEP or behavior plan are needed, the team shall meet to modify the plan.
- D. The District will make every effort to ensure that the IEP reflects consideration of all facets of the school environment, judged least restrictive in meeting the needs of special needs students. In establishing the plan of service for a special needs student, the IEP Team will consider factors allowed under law, which may include:
1. The educational benefits of placement full-time in a regular class;
  2. The non-academic benefits of such placement;

3. The effect of the student on the teacher member and children in the regular class; and
4. The costs involved.

- E. The District will make every effort to ensure that student placements are reviewed often enough to ensure meaningful inclusion. To help in this regard:
1. At least one of the teachers members expected to implement plans of service contained in IEPs will be a member of the IEP Team and is free to express concerns to the IEP Team leader; other teachers members involved may be invited to attend IEP meetings, as needed.
  2. IEP Team members are free to express concerns candidly prior to deciding what service plan will be adopted.
  3. No member of the IEP Team shall suffer reprisals or be subjected to disciplinary action solely for expression of a dissenting opinion or for informing parents or students of their rights under state and/or federal law, prior to the adoption of the IEP or for raising objections at any IEP Team meeting called subsequent to the adoption of the IEP.
  4. IEP Team members may request to reconvene the Team, to review the service plan.
  5. When possible, Individual Education Plan and Annual Review meetings shall be scheduled within the workday, excluding elementary preparation time and duty-free lunch, unless the teacher member approves the exception. The District shall provide coverage for teachers members required to be at the meetings during student contact time. When meetings are scheduled for the workday but extend 45 minutes beyond the workday, or when the principal or designee schedules a meeting totally outside the workday, a compensation plan for the extended time shall be mutually developed by the teacher member and the principal.
- In the event of monetary compensation, it shall be paid at the rate of ~~\$24.00~~ **\$30.00** per hour, in half hour increments, to teachers members who are required to participate in IEP meetings.
- When IEP meetings are prescheduled, it is a professional responsibility for teachers members to flex their workday to maximize meeting participation.
- F. Any teacher member assigned special needs students shall be apprised by the principal or Special Education Department Chair of their right to request an IEP conference to review placement goals and responsibilities;
1. The division of responsibilities regarding grading and reporting the progress of exceptional students shall be designated in the IEP, as appropriate.
  2. As part of the IEP team process, teachers members shall be informed of and may request training to meet the needs of an exceptional student, as indicated in "A" above. Any member of the IEP team may request an IEP meeting to address this issue.
- G. When a previously identified special needs student transfers from another school or district, a review of classroom assignment options, consistent with the IEP, shall be undertaken by appropriate building staff, including a classroom teacher member. To the degree possible, teachers members shall be notified prior to the placement of special needs students and of the availability of the following

information if not in violation of federal and/or state confidentiality rules with which the District is required to comply:

1. Student Assessment Report;
  2. Critical medical needs and conditions; medical service for special needs students must be provided by properly trained personnel, usually nurses. A school nurse shall not be held liable for actions of non-nursing personnel performing medical services for special needs students;
  3. Specialized Education Services Report(s), if applicable;
  4. Information from parents;
  5. Student's initial and current IEPs;
  6. Former educational programs and social information.
  7. Reports of violent behavior.
- H. Special needs equipment, materials and essential building modifications required for the implementation of Individual Education Plans (IEPs) shall be provided and completed consistent with Federal, State and Municipal guidelines.
1. The District recognizes the need for Special Education Departments and Related Services to have access to a printer in a location that will provide necessary privacy. The District will attempt to identify an area in each location and provide a printer for this purpose.
  2. The District will attempt to make available a computer with appropriate software for use during Individual Educational Plan (I.E.P.) meetings.
- I. ~~Alternative~~ **Alternate** Assessment  
The District recognizes the impact of Alternate Assessment on Special Education ~~teachers'~~ **members'** work load. ~~Teachers~~ **Members** should work with their Unit Administrator and the Special Education Department to address needs as they arise.
- J. Multiple Disciplinary Team (MDT)  
Elementary: Based on student needs, appropriate MDT time will be provided to each Special Education ~~teacher~~ **member** and Related Services personnel for the purpose of performing the varied tasks and responsibilities specific to delivery of services to students with disabilities, including but not limited to meetings, testing and evaluation, data collection, paperwork, collaboration, and consultation. This time is separate and distinct from regular planning time.
- K. Task Force  
The District agrees to establish a task force to address issues that arise in Special Education. The task force will be comprised of the Assistant Superintendent of Instruction (or designee), Executive Director of Special Education (or designee), principal(s), and AEA members who can represent Elementary Special Education, Secondary Special Education, and Related Services. The task force will identify issues, develop possible solutions and make recommendations to the Superintendent.

#### 404 CLASSROOM MATERIALS/EQUIPMENT

- A. Unit budget development decisions regarding distribution of funds and priorities for instructional materials, supplies, equipment and use of copier shall be collaboratively decided by the principal/supervisor and the staff.
- B. The District may reimburse ~~teachers~~ **members** for items of an instructional nature that are purchased by the ~~teacher~~ **member** and used in the classroom. Such reimbursement will require prior written administrative approval. Reimbursement will be subject to the availability of funds and the submission of vouchers by ~~teachers~~ **members**.
- C. Classroom Utilization  
The District shall attempt to schedule classroom usage in order to avoid sharing the same classroom and provide accessibility at all times to ~~teachers~~ **members**. In making classroom assignments, the principal will consider the number of students and the space needs of the required curriculum. In the event that ~~teachers~~ **members** are required to share a classroom and the learning environment is negatively impacted, the District will cooperate with affected ~~teachers~~ **members** to modify the space to help decrease visual and auditory distractions.

#### 405 OFFICE EQUIPMENT, COPIER, TELEPHONE, COMPUTER AND FAX

- A. The District shall provide a telephone in each unit for ~~teachers~~ **members** to contact parents or make other calls free from the distraction of the office or students. As funds are available through new construction, remodeling, etc., attempts will be made to provide a telephone in every classroom.
- B. Photocopies can be made without limit, within the reasonable expectations of the ~~teacher's~~ **member's** assignment. Unforeseen District budget constraints may require modification of this practice.
- C. Through grant funds and other sources the District shall attempt to provide computer availability to teachers.
- D. As the computer network is implemented at each unit, ~~teachers~~ **members** shall have access to an electronic mail system that shall be used in accordance with established Anchorage School District protocols and procedures.
- E. ~~Teachers~~ **Members** will have access to a fax machine.
- F. Every attempt will be made to provide every itinerant/special ~~teacher~~ **member** with a space equipped with a desk, file cabinet(s) and storage space, as needed.

#### 406 IN-SERVICE PLANNING

The District retains the right to determine the number of in-service days to be offered in any year.

- A. State-release time planning **for building level inservices** shall include teachers. Principals, supervisors and/or teachers shall be invited to provide topics for discussion and review prior to creation of the training calendar by the principal/supervisor. Adopted plans will be required to address District goals or instructional issues defined by the School Board or Superintendent.

#### 407 PARENT-TEACHER CONFERENCES

Regularly scheduled parent-teacher conferences will occur twice annually. Teacher attendance is a professional responsibility. If a teacher is unable to attend, an alternative schedule for parent conferences will be cooperatively developed with the principal.

##### A. Elementary

A principal and teacher may, by mutual consent, agree to an evening of regularly scheduled parent-teacher conferences which shall be considered the same as Friday afternoon for the purpose of the definition of the workday.

To meet parent, student and teacher needs, flexible schedules may be coordinated with the principal. If the conferences cannot be scheduled within the workday, the principal shall be informed. If a parent is unable to attend conferences, phone conferences may be conducted when coordinated with the principal.

##### B. Middle Level/Senior High

Twice annually, an evening of regularly scheduled parent-teacher conferences shall be considered the same as Friday afternoon for the purpose of the definition of workday. Teachers with elementary and middle level assignments will be provided substitutes to cover elementary assignments, upon request, to meet with parents during the scheduled middle level parent-teacher conferences. High Schools and Middle Schools will alternate use of Wednesday or Thursday for these activities, by year.

In the event that alternative conference schedules are proposed by individual schools, conference schedules will be approved in advance by the Assistant Superintendent of Instruction or designee and AEA will be notified of any approval.

#### 408 CLASSROOM DISRUPTIONS

To ensure maximum opportunity to learners and as part of the school goal-setting process each year, the principal and staff shall collaborate to define what they consider to be intrusions on classroom decorum/instruction. A school policy shall be implemented, based on that collaboration, to reduce unnecessary intrusions on student learning. **Administrators are encouraged to publish the school procedures.**

#### 409 CLASSROOM VISITATION

**As schools are focused on improving student achievement, productive** Classroom visits are welcomed and encouraged. To create the least interruption of the teaching process, however, requests for classroom visits shall be arranged through the school principal. **Teachers Members** shall receive prior notice of any visit and will collaborate regarding how best to ensure that visits are productive, appropriate, and timely. Spontaneous visits by the public shall be kept to a minimum.

#### 410 MEDICATION ADMINISTRATION

Teachers-in-charge are covered by the District's liability insurance. **Any member acting in this capacity shall receive appropriate training prior to the administration of any medications to students.** In emergency situations the teacher-in-charge may be required to administer oral medication provided:

- A. the medication administration is a necessary condition for the student to remain in school and no nurse, unit administrator or other trained person is available to administer it;
- B. given specific written permission to do so by the student's parent/guardian and physician;
- C. given instructions for medication, including identification, quantity, purpose and possible side effects by the school nurse;
- D. provided with a form for keeping an accurate record of dosage as well as a secure storage place in the school office.

#### 411 SECTION 504 PLANS FOR STUDENTS

The District and the Association are committed to providing the best possible education for all students, including those with disabilities who are not eligible for Special Education services. To help prepare **teachers members** to address the great variety of student needs found in regular classrooms, the following is provided as a supplement to what is included in Article 403:

- A. If a child is covered by an accommodation plan, pursuant to Section 504 of the Federal Rehabilitation Act (1973), it must be determined if disruptive behavior which is the basis for the disciplinary action is related to the disability. This should be determined by the 504 Plan Team. If the disruptive behavior is related to the disability, a plan for behavior management should be addressed in accord with established District standards. If the behavior is not related to the disability, the normal school discipline policies apply.
- B. The District will make every effort to ensure that student accommodation plans be reviewed often enough to ensure that appropriate service be provided, in the appropriate setting. Specifically:
  - 1. Any **teacher member** charged with responsibility for a portion of the accommodation plan may be included as a member of the 504 Plan Team.
  - 2. Team members shall be free to express concerns candidly and dissent from what may be the prevailing view, during discussions prior to a decision to adopt and enforce a plan. Once a plan is adopted, it becomes the responsibility of all team members to participate in its implementation.
  - 3. No member of the 504 Plan Team shall suffer reprisals or be subjected to disciplinary action solely for expression of a dissenting opinion or for informing parents or students of their rights under state and/or federal law, prior to the adoption of the 504 Team Plan.
  - 4. Any member of the 504 Plan Team may convene the Team to review the progress or propriety of an adopted plan.

#### 412 VACANCY

- A. Vacancy is defined as an open non-added duty position identified by the District as a result of a new position, transfer, promotion, termination, sabbatical, or long term unpaid leave which extends through the end of the school year. Position vacancies which are posted shall reflect a description of the position, qualifications, and whether the position is full or part-time.

- B. Vacancies known to the Human Resources Office shall be announced in each unit, as soon as practical on the District's internet/web site, ~~and the Association Office~~ but in no case later than March 1, April 1, April 15, May 1, May 15, June 1, August 1, August 15, September 1, September 15, and October 1.

#### 413 ASSIGNMENT AND TRANSFER

##### A. Assignment

Assignment specifies teaching duties in terms of subject matter and/or grade level(s). Change of assignment specifies an adjustment in the subject matter and/or grade level of the teacher member. Unit administrators will consider all of these criteria in the following order of importance: 1) educational program needs of students; 2) academic preparation, ~~and certification~~ and highly qualified teacher designation; 3) experience; 4) seniority. When making assignments, voluntary applicants will be considered first, including those who have expressed interest in a particular assignment by whatever means has been employed by the principal for determining that interest.

Student scheduling and/or enrollment permitting, the unit administrator will provide tentative assignments for the following year prior to the end of the school year. If the unit administrator exercises the right to change a ~~teacher's~~ member's assignment and the ~~teacher's~~ member's assignment is changed, the teacher member will be notified immediately and will be given a minimum of one school day without students to prepare for the new assignment. Assignment changes for the second semester should be made at least 14 workdays prior to the end of the first semester.

Elementary art, music, and physical education teachers affected by multiple assignments and the principals of affected schools shall meet within the first month of the school year to discuss assignment options, within parameters established by the District. The purpose of the meeting is to address program needs in the most effective and efficient way possible.

The District shall provide upon written request, a written statement of the reason(s) of a ~~teacher's~~ member's assignment being involuntarily changed.

##### B. Voluntary Transfer

Transfer is defined as a change to another building by a teacher member who is assigned to one building, ~~and or~~ is also defined as a change to another program by an itinerant teacher member who is assigned to one supervisor.

~~Teachers who desire a transfer shall submit an Employee's Transfer Request #501 to the Human Resources Office any time after March 1. The transfer request shall remain active until February 28.~~

Members who desire a transfer shall submit an employee's transfer request using the electronic transfer request tool provided by the Human Resources Department. Transfer requests will only be accepted for areas in which the applicant is qualified to teach. Transfer requests can be submitted anytime after January 1 and will remain active until December 15 of the same calendar year. Revocation of a transfer request must be completed a minimum of four (4) workdays prior to a staffing meeting.

A staffing meeting shall be held each year when transfer requests shall be considered in the following order: teachers members transferred as a result of reduction in staff; teachers members making transfer requests; teachers members returning from leaves; teachers members on the recall list; teachers members new to the District.

The unit administrator will interview, if available, a minimum of three current teacher member applicants for a vacant position. Prior to the interview, the applicants shall provide a current resume and any supportive information to the administrator. Principals will form and chair a committee of teachers members and parents to review adopted school goals, discuss desirable characteristics for teachers, and collaborate in the development of interview questions. At the secondary level, appropriate subject area department representatives will may be included in the committee(s). The committee, or representatives from the committee, shall be invited to participate in actual interviews, when practicable. Prior to the staffing meeting the principal will convene the committee, if possible, and share information on staff vacancy status, transfer requests, new hire possibilities, EEO goals, staffing meeting procedures and contingencies, projected enrollment, staffing allocation, and other data and factors as they are known at the time. The committee may recommend a desired course of action and the principal will consider any recommendation given when making a selection decision. The administrator, in deciding which teachers members shall be interviewed and in ultimately deciding who will be selected, shall consider certification and instructional requirements, endorsement(s), highly qualified designation, educational program needs, educational attainments, teaching experience, seniority, personal qualifications as determined during the interview, and EEO requirements. A teacher member who is granted a voluntary transfer will stay at the school he/she is transferred to for a minimum of one (1) school year unless agreed to by all parties.

When vacancies occur after the start of a school year, principals will review the electronic transfer ~~list~~ requests to make certain that interviews are offered to at least three applicants, if available. No new hire for a specific vacancy will be processed by the Human Resources Department until required interviews are completed. A teacher member selected for a position while school is in session will transfer only at the beginning of the next school year unless the immediate transfer is approved by the District. In the interim the position may be filled by a temporary teacher who will be employed within the terms of this agreement only for the balance of the school year. At the end of the school year the temporary teacher will be terminated, not non-renewed, and will not be eligible for recall under 449. If another vacancy becomes available in the same building to which the temporary teacher is assigned and the unit administrator requests to employ the temporary teacher for that position, the position shall be offered without a vacancy announcement. In such case the temporary teacher agreement shall be replaced with a regular teacher member contract and the teacher member shall have all rights of this agreement effective with the hire date as a temporary teacher.

If a building must reduce staff beyond existing vacancies, the teacher member who has been awarded a position but has not moved shall be considered the excessed teacher member for the purposes of involuntary transfer.

##### C. Special Education Transfer Requests

1. Transfers of Special Education teachers members, out of the Special Education Department may be denied by the District during the ~~teachers'~~ members' first four (4) years in Special Education with the District unless the District is adequately staffed in Special Education and able to fill the position.
2. Transfers for Special Education teachers members who have taught in Special Education with the District for four (4) or more years will be allowed provided the transfer is completed at least thirty (30) calendar days prior to the start date for teachers members. If a transfer is denied under this provision (within thirty (30) days) and upon teacher member request, a meeting between the teacher member, AEA representative and the District will take place to discuss the program needs of the District.

D. Procedures

In order to clarify the intent of the parties with respect to Article 413 the following procedures are adopted:

1. Since the scheduling of general staffing meetings varies each year, based upon District needs, it is agreed that principals with known or anticipated vacancies will review the list of transfer requests and displaced ~~teachers~~ members posted as of one week prior to the staffing meeting. The principal will conduct interviews, following the language of Article 413, during the week prior to the meeting. ~~Teachers~~ Members who have submitted a request for transfer will make every effort to cooperate with the principal to ensure timely completion of required interviews.
2. Transfer applicants known to the principal, either through a prior interview or prior supervision, may be selected by the principal during the staffing meeting without re-interview. If an unanticipated vacancy occurs during a staffing meeting and the principal does not know or has not interviewed an acceptable candidate from the transfer list, the vacancy must remain unfilled until the required interviews have occurred.
3. ~~Teachers~~ Members who have received "Intent to Hire" notices shall be placed in a vacancy only after three (3) transfer applicants (provided three (3) are available) have been interviewed.
4. The District will provide the following remedy in the event that Article 413 is violated by the District.

The District shall provide AEA and the affected ~~teachers~~ members (~~teachers~~ members on the transfer list who listed the affected school as their first or second choice at the time the violation occurred) a letter explaining how the violation occurred and how the District plans to prevent the violation from occurring in the future. The affected ~~teachers~~ members shall be guaranteed an interview for the next vacancy that occurs at the affected school within the next two (2) years.

E. Involuntary Transfer

Criteria to be followed in involuntary transfers shall be, in order of importance:

1. effect on the District's program (including impact on both sending and receiving schools); ~~and District Affirmative Action goals);~~
2. the ~~teacher~~ member with the least continuous service in the District from an elementary school or the High School/Middle level department affected who fulfills the demonstrated program need; and
3. distance from the ~~teacher's~~ member's domicile to the new assignment.

When the transfer of a ~~teacher~~ member is to be made without relation to any ~~teacher~~ member transfer request, consultation and notification shall be attempted as soon as possible and in no event later than two weeks prior to the effective date of the transfer. In the event the District is unable to contact the ~~teacher~~ member for consultation and an involuntary transfer is necessitated, however, the District shall give the ~~teacher~~ member at least one week's notice by certified mail or hand delivery prior to the transfer. The above time requirement may be waived for the purposes of balancing staff after school begins as a result of changes from projected enrollment; however, a substitute teacher may be employed at the District's discretion to provide the ~~teacher~~ member time for new assignment preparation.

If a ~~teacher~~ member is to be transferred due to a reduction of staff in the school, the ~~teacher~~ member will be provided, upon request, an updated list of available openings in order to submit preferences for transfer.

F. Teacher Exchange Intra-District

The District shall allow currently contracted tenured teachers who have the appropriate academic preparation the opportunity to exchange assignments within the District for a period of one year. Such intra-district teacher exchanges shall be made only under the following conditions:

1. all teacher exchanges of assignments shall be voluntary;
2. teacher exchanges shall be for a period of one year;
3. teacher exchanges may only be made with the approval of the sending and receiving unit administrators;
4. a teacher may exchange with another teacher, under this provision, no more than once every three years;
5. teachers in exchange assignments shall be evaluated according to the provisions of 464;
6. if both teachers in exchange assignments wish to remain in their exchange school units following the one year exchange, with the approval of the sending and receiving unit administrators, they shall be permanently transferred into their exchange units so long as the exchange assignments are within the areas of academic preparation of both teachers;
7. if only one of the teachers involved in a teacher exchange wishes to return to the previous school, the teacher shall be allowed to do so; and the other teacher shall return to the previous school. Nothing in 464 C shall preclude the involved teachers from applying for transfer consideration.

414 CHANGES IN STUDENT PLACEMENT

To support continuity in instruction and minimize disruptions to student learning, the District shall finalize all student placements and staffing decisions (which affect regular classrooms) as soon as possible after the actual number of students to be served in a given school is known, and the final authorization for necessary teaching staff has been received by the principal. This commitment does not preclude changes in individual placement which may become necessary during the school year, for a variety of reasons. In such cases, affected teachers will be consulted before a decision is made by the principal.

416 GRADE DETERMINATION

- A. The teacher has the initial right and the responsibility to determine grades within the grading policy of the District. No teacher shall be requested to sign a report card or to give credit for a class if the teacher believes that the student has not successfully completed that grade or class. Initial discussion of student pass/fail rates shall be based on factual data, e.g., grading statistics as compared to similar classes, student attendance, completion of assignments and classroom participation.
- B. No grade, report card, cumulative record, or decision to promote or retain a student shall be changed unless the person making the change initials it and notifies the teacher, prior to the change when possible. If the principal decides to promote the student or give credit for the class in spite of the teacher's judgment, the principal shall sign the report card and/or the principal's name shall appear on the transcript in lieu of the teacher's name. A teacher may appeal a grade change to the principal's supervisor.
- C. When the District proposes major changes in the report card or grade reporting system, the District shall involve teachers on change committees, pilot changes before full implementation, utilize a feedback system, notify teachers of changes, and provide training sessions on the change.

#### 417 CALENDAR

- A. A committee including Association Representatives shall meet for the purpose of studying alternative calendars for subsequent year(s). Recommendations shall be submitted to the Superintendent no later than December 1.
- B. The last day at the end of first, second, and third quarters shall be a student-release day for the purpose of assessment, planning and evaluation by teachers members. The District shall submit a proposal for these three state in-service days. Implementation of these three days is subject to approval of the proposal by the State Department of Education and Early Development.

#### 419 DISCIPLINE PROCEDURE FOR STUDENTS

- A. The administrator and the staff shall collaboratively develop and/or review building discipline procedures annually in the fall. Copies of Board policies pertaining to student behavior will be made available to staff. Duties, responsibilities and relationships of all personnel regarding the enforcement of discipline policies shall be discussed with all staff involved with student discipline. Copies of the proposed discipline procedures shall be shared with the PTA for discussion. The procedures established shall be followed and enforced by the administrator(s) and staff. The procedures shall include a protocol for informing those with a need to know regarding the admission of students with a known history of violent behavior. The list of those with a need to know shall include librarians, nurses, and other specialists who are assigned responsibility for managing the behavior of such students.
- B. Building procedures for maintaining student discipline shall address standard methods utilized by the teacher member before administrator referral (such as conferences with a student, discussions with parents/guardians and counselor referrals) as well as procedures for cases of extreme or unusual breaches of discipline including but not limited to physical assault and possession of weapons.
- C. The primary responsibility of teachers member is to provide comprehensive educational opportunities for their students. Effective classroom management is an important component of an effective instructional program.

A teacher member may exclude a student from the classroom for the class period or activity when the teacher member judges the student's behavior to be disruptive to the instructional program. Such exclusions may include sending the student to the office or calling for assistance. If a teacher member and the administrator concur that the learning environment has been severely disrupted by a student(s), the student(s) shall be suspended from that classroom. The student(s) shall only be returned to that classroom after appropriate disciplinary action has been taken and a teacher member, administrator and parent (unless teacher member and administrator agree otherwise) conference has been held. The teacher member and the administrator may collaboratively develop an agreement specifying future behavior expectations and consequences.

- D. Upon request, teachers members shall be provided with suggested strategies for managing student behaviors. Teachers members shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to students or staff, if such information is not confidential. If a Special Education student, it must be determined if disruptive behavior is related to the disability. If the behavior is not related to the disability, the normal school discipline policies apply.

- E. Teachers Members will report immediately to the administrator or designee the details of all instances of assault. Incidents of verbal and physical assault of teachers members shall be documented by the principal. When physical assault of a teacher member has occurred, the administrator shall remove the student from the teacher's member's classroom unless the teacher member requests otherwise. The student shall only be returned to the teacher's member's classroom after a suspension from that classroom has been served, a conference has been held with the teacher member, administrator and parent (unless teacher member and administrator agree otherwise) and appropriate action has been taken to prevent future occurrences. Consistent with Workers' Compensation Law, the District shall assume full liability for job related teacher member injury. Protection against damage to property shall be limited to the terms of the District's existing liability policy. Generally, personal property is not the responsibility of the District unless damage to such property is the direct result of District action or due to assault while a teacher member is engaged in a duty-related activity.
- F. A teacher member may use reasonable and necessary physical force on a student to protect the teacher member, a student(s) or others from physical injury; to obtain possession of weapons or other dangerous objects from a student; in any extraordinary case of breach of discipline, to restrain a physically disruptive student; or to protect property from serious harm.
- G. Teachers Members may request a special faculty meeting or in-service training session to review applicable federal, state and local laws and District policies and procedures pertaining to student rights, teacher member rights, due process and the processing of student discipline. When requested, the Association may assist in the development and presentation of materials to be used during the meeting. When held during the workday, or special faculty meetings, staff attendance shall be mandatory.
- H. The Safety Committee of each school shall develop and annually review a plan for providing emergency support to any teacher member who calls for assistance when facing a potential danger from violence, either to students or to self. Such plan must identify an effective method of communication to be used as well as the prescribed response.
- I. With the goal of reducing disruptive and violent behaviors and improving school decorum, the District shall establish Safe School Committees at each site. The committee shall be comprised of an administrator, a teacher member, a parent, and a support staff representative and shall meet at least quarterly. Safe School Committees shall be charged with action plans in response to building level data that cites the number and disposition of disciplinary referrals to the principal.

#### 420 JUST CAUSE

No teacher member shall be disciplined or deprived of an employment right or benefit without just cause. It is intended that the just cause standard will apply in instances such as involuntary transfers, reassignments, and other employer actions if these job actions are taken for disciplinary reasons but do not include non-retention from added duty assignments.

#### 421 HAZARDOUS AND UNSAFE CONDITIONS

- A. Teachers Members shall bring to the immediate attention of the supervisor any situation considered to be unsafe or unhealthy. If the District determines that the situation is unsafe or unhealthy, alternative work locations will be arranged. Unsafe conditions will be remedied as soon as practicable. 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, teachers members in the closed school(s) shall not lose their regularly scheduled salary because of the closure. The District will comply with and shall provide a copy of Alaska Statute Chapter 60 (AS 18.60) in each unit.

- B. A teacher 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 teacher member refuses, the teacher member shall have the burden of proof.
- C. Teachers Members shall be represented on school safety committees.
- D. The principals or their designees shall inform teachers members immediately when they are potentially exposed to contagious diseases and illness, and shall instruct teachers members about prevention and protection from diseases and illness. No information shall be released in violation of privacy acts.
- E. No teacher member shall be required to search for a bomb. The District shall provide a copy of bomb threat procedures in the staff handbook.
- F. The District shall establish and adhere to a consistent anti-violence policy. A provision in this policy will require the District to notify teachers 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.
- G. The District will facilitate and support the filing of a criminal complaint against any adult, not employed by the District, who physically assaults a teacher member while on duty. Legal counseling shall be available, through the Employee Assistance Program described in Article 212, to any teacher member who has been a victim of physical assault. Counseling and assistance in the filing of a Worker's Compensation claim shall also be provided.

**H. 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.**

#### 422 NATURAL DISASTER OR CATASTROPHIC EVENT

- A. In the event of a natural disaster or other catastrophic event, only teachers members who volunteer will work beyond the duty day. They will be covered by the District's liability insurance. Teachers Members who volunteer shall be granted reasonable duty-free recovery time before resuming normal contractual responsibilities with no loss in pay or benefits.
- B. Disaster procedures shall be established in each unit, discussed/revised annually with staff and placed in the staff handbook. These procedures shall be available to the substitute teacher.

#### 423 EMERGENCY CLOSURES

The Association and the District agree that the professionalism of teachers members is of mutual importance. Teachers Members shall have flexibility in selecting a reporting location on emergency closure days.

The District recognizes that teacher member preparation efforts when students are not present may just as easily, and more efficiently, be served at a non-school location, including the teacher's member's home. This procedure would not prohibit the teacher member from working at the regular school, but gives the teacher member the professional choice as to where the preparation work for the day will be performed.

#### 425 EQUITABLE TREATMENT

- A. Without limiting the District's right to impose an appropriate level of discipline, the District agrees to follow a policy of progressive discipline. Any disciplinary action taken against a teacher member shall be appropriate to the behavior which precipitates said action.
- B. Teachers Members shall comply with rules, regulations, and directions as adopted by the Board or its representatives, which are not inconsistent with this agreement.
- C. An investigation shall be conducted prior to any disciplinary action being taken by the District. The specific incident must be cited and the teacher member must be given an opportunity to respond to the incident if the teacher member desires.
- D. When a teacher member is required to meet with an administrator for disciplinary action, the teacher member shall be given reasonable **48 hours** prior written notice of the time and nature of the meeting and shall be apprised of the right to have an Association representative present. **When a principal requires a meeting of a disciplinary nature, the principal will first attempt to schedule the meeting outside the student contact day.**
- E. When an administrator disciplines a teacher member for some infraction of rules or delinquency in professional performance, the teacher member shall be entitled, upon request, to have an Association representative present. When a request for representation is made, no action shall be taken until a representative can be present. The meeting shall be held as soon as possible.
- F. Any form of discipline including verbal reprimand of a teacher member by an administrator shall be made in confidence (not in the presence of students, parents, other employees or in public gatherings).

#### 428 TIME AT DUTY STATION

The District and the Association recognize and agree that the teachers' members' responsibility to the students, community, and profession generally entails the performance of duty and the expenditure of time and service beyond classroom duty hours.

- A. Teachers Members shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period unless specifically excused by the principal. A teacher's member's flexible schedule shall not interfere with regularly scheduled staff meetings or assigned duties but discretion in adjusting schedules following work-related evening commitments, consistent with safety and professional responsibility, is expected. This provision allows teachers members to best utilize their planning and conference times to meet the needs of the individual teacher member and parents of the students served. Teachers Members shall notify parents each fall regarding office hours when conferences may be most easily scheduled. Other times may be arranged as necessary to assure parents opportunities for discussion with teachers members regarding student performance.

Time at duty station for double-shift or schools with shortened schedules shall be negotiated with the Association and implemented subject to approval of the plan by the Commissioner of Education.

- B. ~~Teachers~~ **Members** shall be provided a duty-free lunch period of at least 30 consecutive minutes as defined in AS 14.20.097 exclusive of up to a total of 10 minutes passing time, as determined by the principal. ~~Teachers~~ **Members** assigned to more than one building shall be provided schedules that include at least 30 consecutive minutes for duty free lunch, and sufficient time to travel between assignment locations. Whenever possible, the schedules for itinerant specialists will be structured to allow set-up and take-down time.
- C. The 60 minutes beyond the student day shall be utilized in such a manner to maximize the efficient use of time for planning and conferences (i.e., 45/15 or 15/45). In no case shall the normal ~~teacher member~~ **teacher member** workday begin or end less than 15 minutes before or after student day. This provision allows ~~teachers members~~ **teachers members** to best utilize their planning and conference time to meet the needs of the individual ~~teacher member~~ **teacher member** and parents of the students served. A ~~teacher's member's~~ **teacher's member's** flexible schedule (45/15 or 15/45) shall not interfere with regularly scheduled staff meetings or assigned duties. Upon request, ~~teachers members~~ **teachers members** will provide unit administrators their planned flexible schedules.
- ~~Teachers~~ **Members** may leave the building at any time during which they are not assigned duties, providing they sign out when they leave and sign in when they return.
- D. Consistent with 428 (A), ~~teachers members~~ **teachers members** are expected to give precedence to faculty meetings, curriculum development meetings, or assigned school duties so long as these meetings do not exceed the student day by more than one hour. Faculty meetings will normally be scheduled no more often than once per week. So long as their personal schedules allow, ~~teachers members~~ **teachers members** are expected to give precedence to education-related District meetings. ~~Teachers Members~~ **Teachers Members** shall be expected to attend one open house(→) per year unless the ~~teacher member~~ **teacher member** has a legitimate reason to be excused.

#### 431 NON-INSTRUCTIONAL DUTIES

- A. No ~~teachers members~~ **teachers members** shall be required to:
1. perform duties normally performed by another employee group during a labor dispute;
  2. transport students to off-campus activities.
- B. ~~Teachers Members~~ **Teachers Members** with split assignments shall have one site designated by the District as a "home school", for purposes of this article. Non-instructional duties shall be performed only at the home school.

#### 432 INNOVATIVE SITE-BASED ACTIVITIES

- A. In light of the increasing demands for innovation in public schooling, the District and Association are jointly committed to supporting experimentation to improve student performance. The district will continue to explore various operational options for schools and may elect to sponsor pilot projects.
- B. If pilot projects are undertaken, detailed plans shall be prepared which delineate the structure of the decision-making process within the school. Such plans should support and depend upon the broad

participation of ~~teachers members~~ **teachers members**, with appropriate training and support programs for staff assigned to pilot sites.

- C. Any variance from the Collective Bargaining Agreement must be approved in advance by the District and the Association.

#### 437 NON-RETENTION NOTIFICATION

- A. If a tenured teacher is not to be retained for the following school year, the District shall notify the ~~teacher member~~ **teacher member** of the non-retention in writing, delivered before March 16, or by registered mail postmarked before March 16. If a non-tenured teacher is not to be retained for the following school year, the District shall notify the ~~teacher member~~ **teacher member** of the non-retention by writing delivered before the last day of the school term or by registered mail postmarked on or before the last day of the school term. (AS 14.20.140)
- B. Since non-retention and dismissal of teachers is regulated by Alaska Statutes, the provisions of 420 and 510 shall not apply to these cases.

#### 440 ASSAULT OF TEACHERS BY AN ADULT

- A. ~~Teachers Members~~ **Teachers Members** shall report in writing as soon as possible to the administrator instances of verbal or physical assault by an adult. The District shall report instances of physical assault of staff by an adult to the police department. If an assault results in injuries or in cases of repeated verbal or physical assaults, the District shall take further action, examples of which may include: the administrator being present at meetings between the adult and ~~teacher member~~ **teacher member**; having the police present when the adult is in the building; notifying the adult of the consequences of failure to meet District requirements; requesting a temporary restraining order.
- B. The District will facilitate and support the filing of a criminal complaint against any adult, not employed by the District, who physically assaults a ~~teacher member~~ **teacher member** while on duty. Legal counseling shall be available, through the Employee Assistance Program described in Article 212, to any ~~teacher member~~ **teacher member** who has been a victim of physical assault. Counseling and assistance in the filing of a Workers' Compensation claim shall also be provided.

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

#### 441 COMPLAINTS AGAINST TEACHERS-MEMBERS

- A. ~~Teachers Members~~ **Teachers Members** and administrators shall cooperate in the resolution of any formal parent or student complaints that may be filed against ~~teachers members~~ **teachers members**.
- B. Complaints against ~~teachers members~~ **teachers members** shall not be solicited by principals or by ~~teachers members~~ **teachers members** against principals; however, the administrator may respond to specifically expressed parental concerns. The administrator shall respond to specifically expressed concerns by encouraging the individual(s) to speak with the ~~teacher member~~ **teacher member** first and shall notify the ~~teacher member~~ **teacher member** of the concerns expressed unless confidentiality is requested. The administrator shall provide the ~~teacher member~~ **teacher member** with a copy of any written complaint as soon as practical.

- C. A **teacher member** may have an Association representative present at meeting(s) regarding a complaint against the **teacher member**. Whenever possible the representative shall contact the administrator for discussion of the issues prior to the meeting.
- D. If the parent refuses to meet with the **teacher member** concerning the written complaint, the administrator will request a meeting with both the parent and the **teacher member**. In the event this meeting cannot be arranged, the administrator will hold separate meetings with the **teacher member** and the parent prior to taking action on the complaint.
- E. Disciplinary action taken against a **teacher member** as a result of the District's investigation of a formal complaint may be contested through the grievance procedure.

#### 442 ABUSE ALLEGATIONS

A **teacher member** must be notified within five workdays of the District's knowledge of an allegation of abuse unless directed otherwise by a law enforcement agency. ~~The teacher shall have the responsibility to notify the Association.~~ If an allegation against a **teacher member** is unfounded or unsubstantiated, the unit administrator will so note and attach to the "Referral for Suspected Child Abuse or Neglect" form. No unfounded or unsubstantiated allegations will be referred to in an evaluation. Investigations will be conducted in a confidential manner.

The **teacher member** has the option of having the District notify employees of the investigation or its results. The method of notification and the message to be communicated shall be authorized by the **teacher member**.

#### 443 PERSONNEL FILE

- A. The personnel file at the District central office shall be the one official file relating to a **teacher's member's** employment. All materials originating subsequent to District employment and placed in the permanent central office personnel file shall be available to the **teacher member** or a representative authorized in writing by the **teacher member** for inspection. A request to inspect the file shall be accommodated within 24 hours. Inspections shall be in the presence of the Human Resources administrator or designee. When the **teacher member** has acquired District tenure, all references and evaluations obtained on the basis of confidentiality prior to employment with the District shall be destroyed.
- B. References and information originating outside the District on the basis of confidentiality (and information obtained within the District in the process of evaluating the **teacher member** for initial employment) shall not be available for inspection or response by the non-tenured teacher.
- C. Material which is derogatory to a **teacher member** regarding that **teacher's member's** conduct, performance, character or personality shall not be placed in the file unless the **teacher member** has had an opportunity to read the material **first**. This material will clearly state that a copy is being placed in the central office personnel file. The **teacher member** shall acknowledge that such material has been read by signing the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of the material. If the **teacher member** refuses to sign the statement, the principal or supervisor shall so note and send the statement to the Human Resources Office for filing and provide a copy to the **teacher member**. The **teacher member** shall have the right to challenge or respond in

writing to material filed under 443 within 25 workdays of the **teacher's member's** acknowledgment or refusal to sign (except that formal evaluations must be responded to within 10 calendar days). When the **teacher member** and the District agree that an item in the file is inaccurate or improperly placed in the file the item shall be modified or destroyed immediately. Furthermore, no material from an anonymous source may be placed into a **teacher's member's** personnel file, except to support critical comments made by a supervisor in an evaluation document. Anonymous material shall be dated upon receipt by the principal before it is attached to the evaluation document.

- D. Evaluation forms and other documents pertaining to **teacher member** performance and character shall remain a permanent part of the **teacher's member's** personnel file and no such items shall be removed without written notification to the **teacher member**. By request of the employee and approval of the District, the District shall remove any derogatory material from the personnel file after a period of two years.
- E. Teachers **Members** may have commendations placed in their personnel files. Teachers **Members** may request attachment to their annual evaluation summaries of positive input forms received from students, parents, or colleagues.
- F. ~~A unit file may be maintained from year-to-year which may contain only: copies of information filed in the central office personnel file; classroom observation notes; memoranda presented to the teacher to which the teacher has had the opportunity to respond; material which has been mutually agreed for placement by the teacher and the administrator; anecdotal records; and, non evaluation objective information such as teacher's name, address, phone number, and leave slips. This file shall be available for inspection by the teacher in the presence of the unit administrator during the workday and shall not be retained beyond the end of the current school year. If a unit administrator deems it necessary to retain unit file material beyond the end of the current school year, the teacher must be informed of the specific material to be retained on or before May 15; the teacher shall have 20 workdays to respond to such material. Unit file material written after May 15 may be retained until the end of the next school year.~~
- GF.** All documents, communications, records and computer files dealing with **teacher member** termination or non-retention shall be removed if the **teacher member** is reinstated or absolved. These materials shall be maintained in a separate confidential file.

#### 444 UNIT FILE

**A unit file may be maintained from year-to-year and may contain only the following: copies of information filed in the central office personnel file; classroom observation notes; memoranda presented to the member to which the member has had the opportunity to respond; material which has been mutually agreed for placement by the member and the administrator. This file shall be available for inspection by the member in the presence of the unit administrator during the workday and shall not be retained beyond the end of the current school year. If a unit administrator deems it necessary to retain unit file material beyond the end of the current school year, the member must be informed of the specific material to be retained on or before May 15; the member shall have 20 workdays to respond to such material. Unit file material written after May 15 may be retained until the end of the next school year. Anecdotal records and non-evaluation objective information such as member's name, address, phone number, and leave slips may be maintained indefinitely.**

#### 446 PUBLICATIONS

- A. The District shall provide each **teacher member** with access to a current copy of the following:
1. school calendar;
  2. ~~Teacher Appraisal System document~~ **Certificated Employee Evaluation Document**;
  3. Professional Teaching Practices Commission Code of Ethics;
  4. District student discipline procedures outlined in Board policy and student/parent handbook.

**The District shall provide each building with five (5) hard copies of Certificated Employee Evaluation Document.**

- B. The District shall provide to ~~teachers members~~ **teachers members** access in each building, ~~in a location identified in the staff handbook, to~~ a current copy of the following:
1. Compiled School Laws of Alaska and Alaska Education Regulations;
  2. School Board Policy Handbook;
  3. Appropriate Curriculum Guides;
  4. Alaska Special Education Handbook;
  5. Anchorage School District Substitute Teacher Guidelines;
  6. Elementary or High School/Middle level Administrative Manual;
  7. ~~Personnel Directory~~;
  8. ~~District Health and Life Insurance Benefits booklet~~;
  9. List of substitute teachers.
  10. District Financial Plan (Budget)
  11. Six-Year Capital Improvement Plan
  12. Profiles of Performance
  13. **Six Year Instructional Plan**
- C. The District shall provide ~~to~~ the Association President with access to all of the items listed in 446 A plus the following:
1. School Board Policy Handbook;
  2. Anchorage School District Substitute Teacher Guidelines;
  3. Elementary/High School/Middle level Administrative Manuals;
  4. Agenda packet for scheduled and special meetings including official Board minutes;
  5. List of substitute teachers.
  6. The Adopted Financial Plan (Budget)
  7. Copies of all mass correspondence sent to all bargaining unit members.
  8. Proposed changes to Evaluation System documents.
  9. Monthly reports of NEA-Alaska Health Plan Participants.
  10. Monthly updated list of members.
  11. Monthly updated list of bargaining unit members indicating work location, range, and step placement on the salary schedule, sorted by Range and Step.
- D. At the beginning of each semester the District shall post in each building an updated list of the assigned ~~teachers members~~ **teachers members** and the expiration date of their teaching certificates, required physical examinations and tuberculin tests. The responsibility for monitoring the expiration date and applying for a new certificate remains with the **teacher member**.

#### 449 REDUCTION-IN-FORCE

- A. When possible, reduction in force shall be accomplished through attrition. The District may attempt to lessen the impact and extent of a reduction in force by encouraging unpaid leave, early retirement, or other means agreed to by the Association and District.
- B. The District shall notify the Association by March 15 of a need for lay-off of tenured teachers and by the last day of the school term for lay-off of non-tenured teachers. Accompanying the notice shall be data supporting the need for a lay-off and **teacher member** seniority lists. One list will include all ~~teachers members~~ **teachers members** by seniority; the other list will include those ~~teachers members~~ **teachers members** identified for lay-off with their endorsement, current assignment or the assignment held immediately prior to taking long-term unpaid leave and seniority.
- C. Seniority shall be defined as length of continuous service in the bargaining unit, part-time or full-time, or a combination of both, measured from initial date of contract employment. Paid or unpaid leave or lay-off shall not be considered as interruption of service and shall be counted toward seniority. When ~~teachers members~~ **teachers members** have identical hire dates, seniority shall be determined by:

1. date of letter offering employment, or if a tie still exists;
2. date of employment acceptance, or if a tie still exists;
3. the drawing of lots by the affected ~~teachers members~~ **teachers members**.

Seniority rights within 449 shall be retained for a period of three years following the date a **teacher member** leaves the bargaining unit to accept employment in another District position for which certification is required. No out of unit certificated experience will be counted toward seniority. After three years, seniority rights of former ~~teachers members~~ **teachers members** shall be forfeited.

- D. For purposes of this section, a tenured teacher is considered qualified for a position if the position is in
- (1) grades K - 8 and the **teacher member** has an elementary endorsement;
  - (2) an established middle school and the **teacher member** has  
(A) an elementary endorsement; or  
(B) a middle school endorsement; or  
(C) a secondary certificate with a subject area endorsement in the area of assignment in which the **teacher member** filling the position will spend at least 40 percent of the ~~teacher's member's~~ **teacher member's** time or the **teacher member** has, within the five years immediately preceding the last date on which the **teacher member** performed teaching services in the district before being laid off, received an evaluation stating that the ~~teacher's member's~~ **teacher member's** performance in the subject or subjects meets the district performance standards; or
  - (3) grades 9 - 12 and the **teacher member** has an endorsement for each subject area in which the **teacher member** filling the position will spend at least 40 percent of the ~~teacher's member's~~ **teacher member's** time or the **teacher member** has, within the five years immediately preceding the last date on which the **teacher member** performed teaching services in the district before being laid off, received an evaluation stating that the ~~teacher's member's~~ **teacher member's** performance in the subject or subjects meets the district performance standards.

~~(4)~~ A **teacher member** not covered by the qualifications listed above is qualified for a position if the **teacher member** holds a valid Alaska teaching certificate with the proper endorsement or meets District standards for teaching experience and/or course credits. Changes in District standards shall be distributed to the Association upon implementation.

- E. Only information in the personnel file shall be considered for determining qualifications. The **teacher member** shall have the responsibility to provide information and documentation to the Personnel Office of areas of qualification.
- F. Layoffs  
If layoff becomes necessary, the District shall, consistent with applicable statutes, employ the following procedures:
1. emergency certificated **teachers members** shall be laid-off first. Non-tenured teachers will be laid off before tenured teachers when a qualified tenured teacher is available to replace a non-tenured teacher. **Teachers Members** shall then be laid-off in the inverse order of their seniority provided qualified **teachers members** are available to replace those laid-off;
  2. **teachers members** being laid-off shall be notified according to 437;
  3. **teachers members** on leave at the time of lay-off shall be treated as if they were presently teaching. Notice shall be given at the same time as other **teachers members**;
  4. a **teacher member** who has received notification of lay-off may elect to take unpaid leave for up to one year;
  5. full health and/or life insurance benefits shall be available to any laid-off **teachers members** according to 205;
  6. A laid-off **teacher member** shall be granted priority status by seniority on the District's substitute teacher list unless the **teacher member** does not complete the necessary substitute forms.
  7. Layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.
- G. Recalls

Recall shall be processed according to the following procedures, consistent with applicable statutes:

1. recall shall be in inverse order of layoff, as qualified. A position will not be filled with a new hire unless no **teacher member** on the recall list is qualified;
2. **teachers members** offered recall shall be given 15 calendar days from the date of receipt of the certified letter of such offer to indicate in writing acceptance or rejection of recall. Should such letter be returned undelivered, however, the Association shall be notified and a telegram shall be sent to the **teacher member** from which date of delivery the **teacher member** shall have 15 calendar days to respond. Failure to respond within the 30 calendar days from initial contact by the District will result in removal from the recall list, except a **teacher member** who is sick shall notify the Personnel administrator of intent to return as soon as possible, and from the date of such notification shall be deemed on medical leave if physician certification of illness is provided. A substitute teacher shall be

hired to fill the existing vacancy until the re-employed **teacher member** is able to resume full duties. A substitute position of this nature shall be offered first to remaining **teachers members** on the list.

The experience of a **teacher member** who secures teaching employment elsewhere while in recall status shall be counted toward salary schedule step movement as if the experience was accrued with the District. **Teachers Members** on the all list shall retain previously accrued leave benefits but shall not accrue leave days.

3. For a period of three years after layoff, a **teacher member** is on layoff status and is entitled to a hiring preference in the district where the **teacher member** had been employed. The hiring preference applies only to vacant teaching positions for which the **teacher member** is qualified. If a **teacher member** is offered a teaching position under this subsection and the **teacher member** declines the offer or fails to accept it within 30 days, the **teacher member** is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the **teacher member** declines the offer because the **teacher member** is contractually obligated to provide professional services to another private or public educational program.

4. **Teachers Members** who elected to take unpaid leave in lieu of lay-off shall be considered for recall following the expiration of such leave in accord with these procedures, provided written notice of interest in and availability is provided to the District by March 15 annually.

5. Refusal to accept less than a full-year contract or a contract for less than full-time service shall not cancel the recall rights of a laid-off full-time **teacher member**. A full-time **teacher member** on the recall list who refuses an offer to full-term, full-time employment, however, shall be removed from the recall list. A **teacher member** shall not be required to accept a re-employment contract for a position that is less time than the assignment at the time laid-off. Refusal by a part-time **teacher member** to accept a full-time contract shall not cancel the recall rights of a laid-off part-time **teacher member**.

#### 452 INSTRUCTIONAL PLANNING PERIOD

- A. Instructional Planning Time is time designated for **teachers members** to address a variety of assigned professional responsibilities. These responsibilities include, but are not limited to, assessment of student learning, individualized lesson planning, collaborative team planning, conferencing with parents or colleagues, preparation/grading of instructional materials, and professional research or development. Instructional Planning Time shall be in blocks of no less than thirty (30) minutes during the student day.
- B. The District shall provide an instructional planning period for all secondary **teachers members**, except as indicated in paragraph D.
- C. The District shall provide **elementary teachers with three and one-half (3.5) hours of planning time per week in 2007-2008 and four (4) hours of planning time per week in 2008-2009** for elementary ~~teachers, except as indicated in paragraph D,~~ excluding the first student day of the year.
- D. Supervisors shall provide three **and one-half (3.5) hours of planning time per week in 2007-2008 and four (4) hours of planning time per week in 2008-2009** of planning/record keeping time to the following employee classifications after review of program needs:  
Audiologists  
Psychologists

Assistive Technologists  
Counselors  
Occupational Therapists  
Physical Therapists  
Teachers of the Blind and Visually Impaired  
Teacher Experts  
Speech Language Pathologists  
School Nurses

#### 455 SUBSTITUTE TEACHER REQUESTS

- A. The District shall post in each building where teachers members are assigned a list of all District substitute teachers. This list will be revised quarterly to reflect changes in substitute availability. A list of substitutes eligible for a long-term assignment is available through the Substitute Dispatch office.
- B. Specific substitutes may be requested through the Substitute Finder System at any time. A teacher member may contact a substitute and confirm the date(s), notify the principal or designee, and confirm the assignment to the Substitute Finder System. A teacher member in the initial call to the Substitute Finder System may leave a message for the substitute to call the teacher member as soon as possible.
- C. A substitute may be released from a confirmed assignment only to extend the current assignment, accept a long-term assignment or due to personal emergency/illness. In the event a teacher member needs to cancel a substitute, on a day when students are attending school, notice must be given to the substitute and the Substitute Dispatch office one hour prior to the start of school.
- If a teacher member fails to cancel a requested substitute teacher through Substitute Dispatch and the substitute is retained causing both the teacher member and the substitute to report for duty, the teacher member shall choose from the following options unless the substitute elects not to work:
1. use one half-day personal leave;
  2. work and have exclusive use of the substitute, with the cost of the substitute's salary for the half-day deducted from the teacher member's salary, unless the District reassigns the substitute;
  3. take one half-day unpaid leave.
- D. In the event of an emergency closure, teachers members on leave will remain on leave unless that leave is canceled at least one (1) hour prior to the Superintendent's or Designee's announcement of school closure.
- E. Teachers Members may make written recommendations to the principal regarding the return of a particular substitute teacher in their classrooms.
- F. Teachers Members are responsible for following the District policies and procedures in accordance with the Substitute Teacher Handbook which is available on the District's website.

#### 461 TEACHING INDIVIDUAL EMPLOYMENT CONTRACTS

Individual teacher employment contracts (AS 14.20.130) shall be issued at time of initial hire. Salary Placement Statements shall be issued annually by the start of the school year to those employed at the close of

the prior year. Salary Statements reflecting adjustments which occur after the start of the school year shall be prepared within thirty (30) work days of the actual pay adjustment and be available electronically to the affected member. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### 463 MENTORSHIP AND INSTRUCTIONAL PERFORMANCE SUPPORT

- A. Well-trained, dedicated, and collegial staff members are vital, therefore, the AEA and ASD agree to continue the Educational Excellence Joint Committee (EEJC). The District shall provide up to \$10,000 per year to provide mentoring and/or instructional performance support. An additional \$10,000 shall be made available for mentors working with new-to-district teachers.

The program consists of the following components:

- A Mentor Program for those who request support and direction from ASD/AEA trained mentors. The approval and documentation of those mentors will be maintained by the Training and Professional Development Department.
  - ~~New to District~~ Teachers who request instructional performance support.
- B. Mentors are intended to act as support resources to teachers. Mentors work with recent hires, to help them succeed, independent of any deficiency in performance. Instructional Coaches work with teachers on Professional Support/Plans of Improvement, ~~who have performance problems so serious as to jeopardize continued employment.~~

Mentor/Instructional Coach relationships are most effective when built upon trust. Candor and open discussion are essential to success. Teacher trust is encouraged by an assurance that all communication regarding performance issues, all observation reports, will be kept confidential. To provide this assurance, we agree to the following:

Mentors/Instructional Coaches will not be asked to

- participate in the evaluation of the teacher;
- report to either the Association or to the District regarding teacher progress on a Plan of Improvement, or about the performance, in general, of an assigned teacher;
- to be called as a witness in any proceeding related to the non-retention or discipline of the teacher.

The AEA and ASD agree to the importance of the Instructional Performance Support Program. Should a supervisor want to assist a teacher in furthering their opportunity in the area of mentoring/instructional coaching, the supervisor may recommend the teacher contact the Educational Excellence Joint Committee. It is recognized that these opportunities must be provided through the approved process with trained mentors/coaches.

#### 464 EVALUATION PROCEDURE

- A. Teachers Members will be evaluated annually in accordance with the District's evaluation procedure and the requirements of State Law and the Regulations of the Department of Education and Early Development

- B. The schedule for evaluations shall be as follows (unless mutually agreed otherwise in writing by evaluator and evaluatee):
1. non-tenured **teachers members** shall receive a minimum of two formal written observations, with pre and post-observation conferences. The evaluation shall be completed no later than February 15. Such evaluations may contain Plans for Improvement that extend until May 15, in order to provide maximum opportunity for retention;
  2. the evaluation of tenured **teachers members** shall be completed no later than May 15. Evaluations which express concerns with **teacher member** performance shall be based on a minimum of two formal written observations;
  3. **teachers members** will be given the opportunity to provide input on the performance of colleagues and administrators using a form developed by the District which includes a section for open comments. Participation in these evaluations by the **teacher member** is at the **teacher's member's** option and must be completed no later than May 15.
- C. The evaluation of **teachers members** shall include the following:
1. District-approved teacher evaluation documents will be used for both tenured and non-tenured **teachers members**.
  2. the evaluation must clearly indicate when information other than specific observations by the evaluator has been used and clearly identify the source of the information;
  3. an acknowledgment of content signed by both the evaluator and the evaluatee must appear on evaluations. Acknowledgment by the evaluatee does not imply concurrence with the evaluation contents. The evaluatee must be informed of the right to review the written evaluation prior to final submission and comment in writing on any matter contained in it. Following receipt of the written evaluation, a period of 10 calendar days shall be allowed for the evaluatee to respond in writing to the evaluation. Such response will be placed in the evaluatee comments section of the document or attached to it if space does not permit. The evaluatee waives the right to written comments if not exercised within 10 calendar days. The fact that the evaluatee exercises the right to comment on the evaluation in the manner described may not be used against the evaluatee.
  4. a **teacher member** has the right to request one additional written observation by a mutually acceptable different evaluator;
  5. all observation and evaluation documents are confidential (4 AAC 19.040). Unless mutually agreed otherwise by both the **teacher member** and the District, no portion of an evaluation may be made public, except as evidence in a proceeding relative to a **teacher's member's** certification or employment, or as otherwise allowed or required by a court of law;
  6. for evaluations to be useful, principals must be free to express performance concerns candidly. Furthermore, it is expected that principals will share performance concerns as they arise, in order to provide an informal opportunity for a **teacher member** to address and correct any problems. **Teachers Members** may submit written rebuttals to evaluation comments with which they disagree.
  7. The District, in meeting its statutory obligation to provide various stakeholders with an opportunity to offer input into the evaluation of **teachers members**, will work to assure that a full range of such input is secured, in order both to maximize involvement and to insure balanced reporting thereafter.

Principals will be expected to keep track of input received and to weigh carefully its significance in promoting excellence in performance.

- D. If the purpose of an evaluation conference is to place a **teacher member** on Professional Support or a Plan of Improvement, the **teacher member** has the right to request Association representation. If the **teacher member** elects Association representation, they shall be given at least 48 hours to obtain such representation.
- E. Need for Professional Support
1. Principals may indicate a need for professional support at any time, following at least two formal written observations of the employee within the performance of his/her duties.
  2. An indication of need for professional support is intended to provide the **teacher member** with an opportunity to address performance concerns in a collaborative manner. It is not a necessary precursor to a formal Plan of Improvement.
- F. Plans for Improvement
- No **teacher member** shall be placed on a plan for improvement without prior observations by the evaluator. When a **teacher member** is placed on a plan for improvement the following shall be established in writing: the areas needing improvement; the program to be followed which shall include expectations, activities and prescribed time lines; the monitoring system; duration; and the **teacher's member's** right to have Association representation. Plans for Improvement shall represent the best efforts of the principal to define expectations, identify performance deficiencies, and recommend activities that may support improvement in **teacher member** performance. The preparation of the Plan for Improvement shall be discussed with the **teacher member**, while completion of the final document is the responsibility of the principal.
- G. **Teachers Members** who are placed on Professional Support or a Plan of Improvement may choose to request an Instructional Coach through the AEA Evaluation Committee or its representative. If available, a trained Instructional Coach will assist the teacher in working towards meeting the areas indicated on the Plan of Professional Support or the Plan of Improvement. The **teacher member** requesting assistance is ultimately responsible for meeting the expectations of the evaluation plan.
- H. If a change in the evaluation procedure is to be considered, the Association shall be involved. That involvement will include full opportunity for the Evaluation Committee of the Association to review proposed changes to any part of the evaluation system and to collaborate with District representatives about how best to meet common needs. The Association reserves the right to petition the School Board to intervene in disputes over proposed changes to the evaluation system which cannot be resolved administratively.
- I. Additional evaluation information and procedures are found in the AEA/ASD Certificated Employee Evaluation Document available on the ASD website.

#### 465 ELEMENTARY SECONDARY EDUCATION ACT

The Association recognizes that the District must comply with the provisions of Federal and State requirements regarding ESEA-NCLB. The District and the Association agree to continue to facilitate communication related to implementation of the provisions of the Act.

#### 470 EMERGENCY COVERAGE

- A. A principal or designee may request a High School/Middle level teacher member to cover a class. The teacher member may refuse the assignment unless the District is unable to obtain a substitute. If a teacher member covers a class during the conference period more than once per year, that teacher member covering the class shall be paid for the substitute work so long as the absence is for a District approved activity or is a legitimate medical emergency. Compensation shall be at the rate of ~~\$24~~ **\$30** per High School/Middle level class period.
- B. When an elementary teacher member covers for a teacher-in-charge more than once per year, the teacher member shall be paid ~~\$24~~ **\$30** when the teacher member has worked a total of 45 minutes. When substitute teachers are unavailable in an elementary school and the principal must assign coverage responsibility, the rate of compensation for the affected teacher member or teachers members shall be as follows: one teacher member, full class, ~~\$24~~ **\$30** per hour of coverage; two teachers members split class, ~~\$16~~ **\$20** per hour of coverage for each teacher member; three teachers members split class, ~~\$12~~ **\$15** per hour of coverage for each teacher member; four teachers split class, ~~\$8~~ **\$10** per hour of coverage for each teacher member; more than four teachers members split class, no additional compensation.

#### 473 TEACHER EXPERT

- A. Teacher expert job descriptions shall be available for applicants.
- B. Teachers Members may apply for vacant positions consistent with 413 B.

A teacher expert will be given the opportunity to return to the teacher expert's previous teaching assignment provided the return is within one year.

#### 490 OTHER BENEFITS

- A. The District shall provide the Association with 600 Region IV season passes, ~~by allocation to individual schools. Principals shall distribute the school's allocation to teachers by whatever method they judge to be appropriate. Disputes in this area are not subject to the grievance process.~~
- B. The District will continue to post information concerning other benefits and discounts for teachers on the District website.

### 500 SERIES — NEGOTIATION AND GRIEVANCE PROCEDURES

#### 505 NEGOTIATIONS PROCEDURE

Negotiations will be consistent with AS 23.40 Alaska statute. Written notice of intent to negotiate shall be initiated by the Association to ~~Labor Relations~~ the Executive Director of Human Resources or by ~~Labor Relations~~ the Executive Director of Human Resources to the Association. The initial bargaining session shall be set by mutual agreement. The Federal Mediation and Conciliation Service will be contacted

ahead of time and a time for mediation will be tentatively scheduled which can later be cancelled by mutual agreement, if necessary. Joint declaration of impasse will be made if no settlement is reached or upon a finding of impasse by the Alaska Labor Relations Agency. Advisory arbitration will be scheduled in advance to begin no later than April 1 ~~June 1~~. The District and the Association agree to share equally the cancellation fees if the hearing is cancelled due to settlement.

The parties agree to explore the feasibility of interest-based bargaining.

#### 510 GRIEVANCE PROCEDURE

- A. Grievance Purpose  
The purpose of this grievance procedure is to provide a framework within which both parties shall work toward solving problems as they arise and to guarantee fair treatment.
- B. Grievance Definition  
1. A "grievance" is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of this Agreement.  
2. A "grievant" is a teacher member, group of teachers members, or the Association that files a grievance.  
3. In order to provide the District with a fair opportunity to respond to issues, any new information or evidence to be added to existing grievances already heard at Level II will be heard again at Level II before advancing to arbitration.
- C. Grievance Representation  
The Association may be represented at any scheduled hearings, appeals or other proceedings relating to a grievance. Nothing contained herein shall be construed as limiting the right of any teacher member having a complaint to discuss the matter via administrative channels or the grievance procedure and to have the problem adjusted, as long as the disposition of the problem is not inconsistent with the terms of this Agreement. No other employee organization shall have the right to represent teachers members in any grievance proceeding. Moreover, the District shall not be required to meet with non-Association representatives in the completion of the grievance process.
- D. Grievance Non-Reprisals  
No reprisals shall be taken against a teacher member for processing a grievance or participating in the grievance procedure.
- E. Grievance Time Limit  
A grievance must be received by the District within 25 work days of the knowledge of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant or representative shall inform the unit administrator or the next administrative level with the authority to resolve the grievance that a grievance is being initiated.  
If the District refuses to proceed with a grievance on the grounds that the alleged violation is not grievable, the cost of arbitration or court proceedings shall be assessed against the District if it is determined that the District was unreasonable or acted in bad faith.

Grievances shall be processed as rapidly as possible; therefore, time limits shall be considered as maximums. The time limits specified may be extended by mutual consent. The extension agreement shall be in writing and signed by both parties.

- F. **Arbitrator List**  
The Association and the District will establish a standing list of 11 arbitrators from the American Arbitration Association Western Region by September 30 of each year unless both parties are satisfied with the list.
- G. **Grievance Records**  
No written or printed matter dealing with the processing of a grievance shall be filed in the central office personnel file of any participant(s). A report of the final resolution of a grievance, however, shall be filed in a separate confidential file. The grievant's name shall not be shared without the consent of the grievant except that the final report of a grievance may be used in subsequent proceedings of the Association, District or grievant as evidence of the interpretation of this Agreement. The grievant's name shall be blanked out if the arbitration report is distributed in the District.
- H. **Grievance Participants**  
A grievant may call and present witnesses at any level of the proceedings.  
  
When the District and the Association agree to hold grievance hearings (including arbitrations) during the work day, the grievant(s), Association representatives and witnesses in the hearing shall be released from regular duty for the time necessary to participate in the hearing without charge to their own leave or Association Leave.
- I. **Grievance Forms**  
Grievance forms which are required for processing and filing of grievances shall be available to all ~~teachers~~ **members** only through the Association office or an Association representative in each unit.
- J. **Informal Grievance Level**  
The parties will attempt initially to resolve problems at the point of origin through free and informal communication.
- K. **Grievance Level One**  
1. A grievant shall formalize the procedure by filing a written grievance with the immediate supervisor concerned; or, if the grievance is outside the jurisdiction of the immediate supervisor, the grievance will be initiated at Level Two. The date of this action shall be the Level One filing date.  
  
2. The immediate supervisor shall meet with the grievant within five workdays of the filing date. The meeting time shall be set by mutual agreement.  
  
3. An Association representative and/or another ~~teacher~~ **member** may accompany the grievant at the Level One meeting and may speak on behalf of the grievant. The immediate supervisor may have another person present if the grievant is accompanied by a representative.  
  
4. The immediate supervisor shall submit a written decision within five work days of the Level One meeting to the Association and grievant(s) unless completion of an adequate investigation requires more time. If no response has been received to the Level I grievance within ten (10) working days of the hearing, the grievance shall move to the next level.

- L. **Grievance Level Two**  
1. If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been submitted within 10 work days of the Level I hearing, the grievance may be appealed in writing to a Labor Relations representative. The Labor Relations representative shall immediately notify the Association as to the nature of the grievance, if the Association is not involved.  
  
2. Within 10 work days of the receipt of the grievance or appeal, however filed, the Labor Relations representative shall meet with the grievant, the defendants named in the grievance and the grievant's representative, if requested, in an effort to resolve the grievance at a time mutually acceptable to the Association and District.  
  
3. The Labor Relations representative shall submit a written decision within ten workdays of the Level Two hearing to the grievant(s) and the Association.
- M. **Grievance Level Three**  
1. If the grievant and the Association are not satisfied with the written disposition of the grievance at Level Two or if no written decision has been submitted within 10 workdays of the Level Two hearing, the grievance may be submitted to final and binding arbitration only by the Association. Within five workdays from the notification date that arbitration will be pursued, the parties shall meet to alternately strike names from the list of 11 arbitrators selected through 510 F until the arbitrator is identified.  
  
The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties.  
  
2. Written notice of the intent to appeal to arbitration must be made to the Labor Relations representative within 20 work days of the receipt of the Level Two decision by the grievant and the Association or within 25 work days of the Level Two hearing, whichever is more.
- N. The Preamble to this Agreement is not subject to grievance.

## 600 SERIES — AGREEMENT CONDITIONS

### 601 RECOGNITION

The Association is the exclusive collective bargaining agent for teachers/**members**, as defined by the agreement, and all rights contained herein shall be guaranteed to the Association and to no other competing labor organization.

The Association is recognized, for the purpose of this agreement, to represent certificated employees including the following job classifications: classroom teachers; counselors; nurses; occupational therapists; physical therapists; speech language pathologists; audiologists; librarians; teaching specialists; itinerant music, art and resource teachers; psychologists and teacher experts. **The previous job classifications constitute the bargaining unit members.** Disputes over representation of certificated employees in other job classifications may be submitted to the Alaska Labor Relations Agency. Positions represented by the Association shall not be assigned to another bargaining unit without the approval of the Association.

## 605 CONTRACT MAINTENANCE

No provision under this Agreement may be changed, modified or altered during the term of agreement except by mutual agreement of the parties. Any amendment to this Agreement shall be in writing and shall be made a part of this Agreement, by extension.

Except as provided in 620, 625 B, or by mutual agreement, the execution and implementation of this Agreement will not preclude, unless specified within this Agreement, ~~teachers~~ members from maintaining employment conditions equivalent to those enjoyed prior to the effective date of this Agreement. This Agreement contains the full and complete agreement on all agreed to current collective bargaining issues. Neither party shall be required during the term of this Agreement to negotiate or bargain any issue except by mutual agreement or as specified in 620. Individual ~~teachers~~ members shall have no authority to add to, modify or agree to supersede any provision of this Agreement.

## 610 PUBLICATION OF AGREEMENT

Copies of this agreement shall be printed in current format at the expense of the Board within 30 workdays after the Agreement is proofread and approved for printing. The agreement shall be jointly proofread by the District and the Association.

Sufficient copies of the agreement shall be forwarded to the Association for distribution to all current ~~teachers~~ members as well as 350 additional copies. The District shall provide a copy of the agreement to each newly hired ~~teacher~~ member. The District will provide the Association with the names and addresses of ~~teachers~~ members on sabbatical or long-term unpaid leave.

## 615 DURATION

- A. This Agreement and each of its provisions shall be binding and effective as of July 1, ~~2005~~ 2007 and shall continue in force and effect through June 30, ~~2006~~ 2010. Bargaining will proceed in accord with timelines and processes defined in Article 505.
- B. The Association agrees that during the life of this Agreement there will be no Association strike or job actions. The Association and its officials shall take such reasonable action as may be necessary to prevent and terminate any such activity.
- C. The District agrees that during the life of this Agreement there will be no lockout.

## 620 CONFORMITY TO LAW

If any provision of this agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid or enforceable, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties to this agreement will meet not later than 10 work days following such holding and shall make every good faith effort to renegotiate the original intent within the parameters established by law.

## 625 ASSOCIATION AND MANAGEMENT RIGHTS

- A. The rights and privileges of the Association to represent ~~teachers~~ members in matters pertaining to their employment shall be granted only to the Association and to no other organization.

The District recognizes the position of Association Representative as an official representative of the Association. The District and the Association support efforts by the unit administrator and the Association Representative to work together to mutually resolve concerns at the unit level and to establish effective communications between administrators and teachers.

- B. All of the functions, rights, powers and authority of the Board not specifically abridged, delegated, or modified by this agreement are recognized by the Association as being retained by the Board, including the right to make final decisions on policies.

## 700 SERIES — ASSOCIATION RIGHTS

### 705 ASSOCIATION USE OF DISTRICT FACILITIES

- A. Building Use by Association  
The Association and its representatives shall have the right to use school buildings for meetings as per District building use policy and fee schedule for non-profit organizations.
- B. Bulletin Board Use by Association  
The Association shall have the exclusive right to use a bulletin board in each faculty lounge, and where bulletin board space is available, in the central office of each building.

- C. Interschool and Internet Mail Use by Association  
The Association Office shall be a stop on the District mail route. Interschool mail may be used for Association communications at no cost when they pertain to the business of the Association and the District. The Association has the right to send communications that relate exclusively to Association business through interschool mail when the stamped correspondence is in compliance with the United States postal regulations. Courtesy copies of non-stamped communications sent through interschool mail shall be provided to the Superintendent, Labor Relations representative, and unit administrators.

The Association may utilize the District's electronic mail system to facilitate communication with its members on matters of business, unrelated to issues of conflict or adversity with the District. Such electronic mail must be individually addressed. A list of special Association mail groups shall be provided to the District monthly, in order to ensure that those groups are retained on the District servers.

- D. Faculty Mail Boxes  
The Association shall have the exclusive right to use school mailboxes to distribute Association material. Faculty mailboxes may be identified by the Association Representative(s).

## 710 EMPLOYER INFORMATION

The Board shall furnish the Association with a copy of all material not specified as confidential by the Superintendent which is prepared for the Board for all regular or special sessions, upon request.

The Association shall have the right to research all available, non confidential material required by the Association in exercising its responsibility as official representative of teachers, provided there is no conflict with normal District activities. Any excessive cost created by such research shall be paid by the Association.

## 715 NON-JEOPARDY

No employee shall suffer discrimination, jeopardy or coercion in employment or promotional opportunity because of Association membership, participation in the area of grievance or holding elective or appointive positions in the Association, NEA-Alaska or the National Education Association.

## 719 AGENCY FEE

- A. It is recognized that the responsibility of the exclusive representation of teachers members under this agreement entails expenses that appropriately are shared by all teachers members who are beneficiaries of this agreement.
- B. The District, as a condition of employment, agrees to deduct an annual fee, equal to the unified teaching profession dues, fees and assessments, in equal installments corresponding with each paycheck from the pay of any teacher member who does not become a member of the Association. Following such authorized deductions the District shall transmit these agency fees directly to the Association, along with the dues withheld by the District for members in good standing.
- C. Consistent with AS 23.40.225, a teacher member who objects to payment of an agency fee may apply for an exemption. Upon order by the State of Alaska Labor Relations Agency, the Association, after payroll deduction or receipt of the fee, will pay an amount equal to the representation fee to a charity or scholarship fund. The Association shall forward to the charity or scholarship of its choice the fees deducted by the District and shall provide proof of payment to the State Labor Relations Agency.
- D. The Association agrees to indemnify and hold the Board harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Board in complying with the provisions of this article. This indemnification shall not apply to any claim, demand, suit or other form of liability that may arise as a result of any negligence or willful misconduct by the Board.
- E. Within five workdays the District will notify the Association of all new teachers members, and of those resigning or whose contracts are being terminated.

## 720 DUES DEDUCTION

- A. The District shall accept payroll deduction for Association dues or fees authorized by the employee on a form provided by the District. Authorization shall continue from year to year, unless the teacher member terminates or notifies the Association of a change in membership status prior to ~~September 10~~

~~September 11~~ August 31. The Association shall notify the District in writing prior to ~~September 11~~ August 31 of deletions of payroll deduction authorization.

- B. The District shall withhold a standard designated dues or fees amount on a continuing basis. The Association shall notify the District prior to the first day of each school year of the standard dues or fees for part-time and full-time employees. For purposes of determining dues/fees obligation, there are three categories of teachers member: full time, part time, and quarter time. The District and Association shall prepare and jointly sign a Dues/Agency Fee Schedule.
- C. The District shall withhold dues or fees in equal payments on a monthly basis and transmit them to the Association beginning with the first pay voucher following receipt of the payroll deduction form. The payroll deduction form shall provide for language authorizing the Association to increase or decrease the member's annual amount of dues or fees.
  1. A teacher member who starts work after (~~September 10~~) August 31 the last day for accepting changes for the September payroll) shall provide payroll deduction authorization for dues/fees for whatever number of months remain in the school year, limited by the dates by which Payroll changes must be received, e.g. if the teacher member start date is October 15 (five days after the last day to make payroll changes), the dues/fees deduction service would begin November 30. The District is not responsible for collection of arrearages and will only collect authorized deductions according to the standard schedule provided by the Association.
  2. The payroll deduction service offered to teachers members by the District will be strictly limited to one of the three amounts per month shown on the Dues/Agency Fee Schedule referenced above. Newly hired teachers members who elect dues deduction will pay the designated amount for whatever number of months remain in the school year.
  3. Should a teacher's member's full or part time status change during the year, either from less than full-time to full-time, or the reverse, a change in dues/fees obligation would begin on the first of the month following the change.
- D. Payroll deduction for membership dues or fees is the exclusive right of the Association and shall be the sole method available to teachers members for payment of regular dues/fees but shall not be available for payment of arrearages.
- E. The Association agrees to indemnify and hold the District harmless against any liability that may arise as a result of 720.

## 725 ASSOCIATION LEAVE

- A. The Association President shall be placed on leave during the term of office and shall have no authority to represent the District in any capacity nor shall the District assume any liability whatsoever for the conduct of the President. The District shall continue the President's retirement contribution provided the President agrees to pay the percent required under AS 14.25.050 of the salary the President would have received during the leave of absence and reimburse the District for the District's required retirement contribution. Each year of leave of absence then would count as a year of retirement service. At the conclusion of the term of office, the President shall be assigned choice of vacant bargaining unit positions for which qualified.

Upon return to the District, the President shall be advanced one year on the salary schedule for each year of tenure as AEA President.

- B. The District shall provide the Association one day of Association leave with pay for every 12 teachers, excluding substitutes. 100 additional leave days will be provided for the re-negotiation of this agreement. If the Association does not utilize all of its available leave in a school year, the Association shall have the right to carry over up to 25 days each year for use by the Association in subsequent school year(s).

An authorized statement from the Association President must accompany each application for such leave. Leave may not be used for work stoppages, walkouts, strikes or other such action that would cause interruption of the instruction or extra-curricular program in this or any other school district.

### **730 TEACHER REPRESENTATION AT BOARD MEETINGS**

The Association President, or designee, may speak on behalf of the Association at Board meetings.

### **740 ASSOCIATION REPRESENTATION**

Committees with teacher representation, which are established by the Superintendent or the Board, shall include Association participation. The Association President shall appoint ~~teacher~~ **member** representatives on District committees. The representative(s) selected will be responsible for presenting the position of the Association.