

# ***AGREEMENT***

*between*

*The Anchorage Principals' Association*

*and the*

*Anchorage School District*

*July 1, 2011 – June 30, 2014*

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## **100 PREAMBLE**

Under the leadership and supervision of the Superintendent, the Board recognizes the principalship as a management position and endorses the management team concept in the governance of the educational program. By law, the Board is charged with the responsibility to render policy decisions regarding management and instructional functions in public education. The Board agrees to a decision-making process that provides for the participation of principals in the development of District policy. Principals, as members of the management team, accept the responsibility to share in the decision-making process and to be held accountable for the implementation of policy. Principals are to be represented in the decision-making process as determined by the Superintendent, with input from the Association.

## **200 AGREEMENT CONDITIONS**

### **201 RECOGNITION**

The Board will recognize the Anchorage Principals' Association as the entity for bargaining purposes preceding the terminal year of this Agreement for the purpose of negotiating salaries and other terms and conditions of employment for principals and assistant principals. The Association acknowledges that the District may employ administrators for Charter Schools, and administrative interns, who act as trainees under the supervision of principals. These positions shall be outside the bargaining unit.

Charter School Administrators/Principals shall be invited to join the bargaining unit at such time as a change in law enables the District to control the selection, supervision, evaluation and retention of these positions, using criteria common to the selection of members of the bargaining unit.

### **202 PRINCIPAL MEMBERSHIP RIGHTS**

Principals have the right to join or to refrain from joining the organization of their choosing for the purpose of representation in their District employment relations. Membership in any organization shall not be required as a condition of District employment. The District will not discriminate with respect to any term or condition of employment for the purpose of encouraging or discouraging organization membership.

### **203 ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. The rights and privileges of the Association to represent principals and to process grievances for principals shall be granted only to the Association and to no other organization. The Association shall have the exclusive right to adjudicate grievances under this Agreement; the District shall not be required to work with representatives not

authorized by the Association. The Association will not be financially liable for private counsel.

B. The District will meet with the Association during negotiation preparation for employee organizations representing teachers, clerical staff, safety-security/home school coordinators, and custodians. The District will solicit from the Association recommended principal representative(s) on bargaining teams for these employee groups, and will consider these recommendations prior to appointment of the teams.

C. The District will provide leave for Association members on an as-needed and not-to-interfere basis for legitimate representation activities, including but not necessarily limited to Association training, bargaining, grievance adjudication, and professional conferences where the Association assumes sponsorship of the member's participation and the member attends as a representative of the APA. For activities under this section of longer than one-day duration, which includes out-of-town travel, leave slips must be filed with the appropriate supervisor.

D. The District will provide information requested by the Association within five (5) workdays of the request, if the information is readily available. Other information available under the Freedom of Information Act shall be provided within 20 workdays.

E. The District will include the Association's representative(s) on the school calendar preparation committee.

F. The District will make available to each principal a copy of each employee Agreement.

G. The District will involve the Association's representative(s) in proposed changes in teacher evaluation instruments and procedures.

H. The District will meet and confer with the Association's representative(s) concerning proposed changes affecting the terms and conditions of employment of principals prior to finalization.

I. The District will meet and confer with the Association's representative(s) involving any proposed changes in the principal evaluation process.

#### **204 AGENCY FEE**

A. It is recognized that the responsibility for the exclusive representation of principals under this agreement entails expenses that appropriately are shared by all principals.

- B. The District, as a condition of employment, agrees to deduct an annual fee, equal to the Association membership dues from the pay of any principal 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 principal 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. The Association shall notify the District prior to the first day of each school year of the standard dues or fees.
- F. The District shall withhold dues or fees in ten (10) equal amounts beginning with the September payroll and transmit them to the Association within fifteen (15) days following the payroll. The payroll deduction form shall provide for language authorizing the Association to increase or decrease the member's annual amount of dues or fees.
- G. Payroll deduction for membership dues or fees is the exclusive right of the Association.

## **205 MANAGEMENT RIGHTS**

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.

## **206 PAYROLL DEDUCTIONS**

A. The District shall accept approved voluntary payroll deductions when written authorization is on file with the District. The District will transmit deductions to the appropriate institutions within fifteen (15) days following the payroll.

B. The District shall accept local, state, and national Association dues payroll deduction on a continuing basis when written authorization is on file with the District. The Association shall indemnify and hold the District harmless against any liability that may arise as a result of dues payroll deduction.

C. All newly hired principals and assistant principals will be required to participate in direct deposit of their paychecks. Prior to requiring mandatory direct deposit and electronic advices for all existing principals and assistant principals, the District will give the Association a minimum of 90 calendar days notice.

## **207 NON-JEOPARDY**

The District will not restrain a principal from belonging to the Association or from taking an active part in Association activities or will not discriminate, coerce, or deprive promotional opportunity because of local, state, or national Association membership or lawful organizational activity.

## **208 DEFINITIONS**

A. "Association" is the Anchorage Principals' Association, the bargaining unit for all principals.

B. "Board" is the Board of Education of the Anchorage School District.

C. "Change of Assignment" is a voluntary movement to a lower salary schedule range.

D. "Demotion" is an involuntary movement to a lower salary schedule range.

E. "Dismissal" is the involuntary termination of employment with the Anchorage School District.

F. "District" is the Anchorage School District.

G. "Immediate family" is the principal'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 principal, and any other relative deemed appropriate by the supervisor.

H. "Principal" is a High School Principal, Middle School Principal, Elementary Principal, or Assistant Principal who is eligible for membership in the Association.

- I. "Promotion" is movement to a position in a higher salary schedule range.
- J. "Superintendent" is the District Superintendent or designee.
- K. "Transfer" is movement within the same salary schedule range.
- L. "Workday" is a day in paid status inclusive of paid leaves.

## **300 GRIEVANCE PROCEDURE**

### **301 GRIEVANCE PURPOSE**

The purpose of this grievance procedure is to provide a framework within which a principal or the Association may work toward solving problems as they arise and to guarantee fair treatment to all. Nothing in this procedure shall negate the right of a principal to appeal to the Board a decision of the Superintendent as provided in Board Policy or this Agreement.

### **302 GRIEVANCE DEFINITION**

A grievance is a claim by a principal(s) that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, Board Policy, or written rules and regulations of the District affecting Association rights or conditions of employment of a principal(s).

### **303 GRIEVANCE COMMITMENTS**

- A. Parties to a disagreement will initially attempt to solve problems at the lowest possible administrative level through free and informal communication.
- B. Grievance proceedings shall be confidential.
- C. No reprisals shall be invoked against a principal for processing a grievance or participating in the grievance procedure.
- D. The Association and its committees shall have the right to advise, represent, or take action for any aggrieved principal who so requests in writing.
- E. An aggrieved principal may be represented at any grievance procedure level by a principal of the principal's choice and/or by counsel authorized by the Association. The Association will not be financially liable for private counsel.

F. A principal(s) shall have the right at any time to present grievances to the District and to have such grievances adjusted, without Association intervention as long as the resolution sought is not inconsistent with the Agreement; however, no other employee organization shall have the right to represent a principal(s) in any grievance proceeding.

G. 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.

H. Records, or any other documents relating to the grievance or the proceedings, shall not be included in the principal's personnel file and shall not be referred to for any purpose other than one related to the specific grievance procedure for which it was accumulated.

I. The Association may request a meeting with the Superintendent in an attempt to resolve an issue prior to arbitration.

J. The Association reserves the right to file grievances in its own behalf.

### **304 GRIEVANCE TIME LIMITS**

A. A grievance must be filed within twenty (20) workdays of the time the grievant knew or should have known of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant shall inform the appropriate Executive Director or designee that a grievance is being initiated.

B. Grievances shall be processed as rapidly as possible. Participants shall follow the specified procedure within the time limits. Time limits may be reduced or extended by mutual agreement in writing and signed by all parties. At any point in the grievance proceedings, by mutual agreement, informal meetings may be conducted in an effort to resolve the grievance.

C. The Association shall process a grievance with expedience and, when possible, without loss of time in school by a principal. Witnesses may be called and shall be released as necessary without loss of pay if the hearing is scheduled during school time.

D. Grievance time limits will be commensurate with the grievant's work calendar unless otherwise mutually agreed.

### **305 GRIEVANCE LEVEL ONE**

A principal may initiate the grievance procedure by submitting a written grievance to the appropriate Executive Director or designee. The Executive Director or designee shall meet

with the grievant and accompanying representative(s) within ten (10) workdays of receipt of the grievance. The Executive Director or designee shall set the time of the meeting. The Executive Director or designee shall render a written decision with justification to the grievant and the Association within ten (10) workdays of the Level One meeting.

### **306 GRIEVANCE LEVEL TWO**

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant shall file the grievance in writing to the Executive Director of Human Resources within ten (10) workdays of the Level One decision or the date the decision was due, whichever is sooner. The Executive Director shall immediately notify the Association as to the nature of the grievance. Within ten (10) workdays of receipt of the written appeal, the Executive Director shall meet with the grievant and accompanying representative(s) in an effort to resolve the grievance. The Executive Director shall render a written decision with justification to the grievant and the Association within ten (10) workdays of the Level Two meeting.

### **307 GRIEVANCE LEVEL THREE**

If the grievant and the Association are not satisfied with the disposition of the grievance at Level Two, the grievance may be submitted to final and binding arbitration only by the Association and within twenty (20) workdays of the Level Two decision. If the parties cannot agree on an arbitrator within ten (10) workdays from the notification date that arbitration will be pursued, the arbitrator shall be selected by striking names from a list of 11 arbitrators jointly developed between the Association and the District. The District and the Association shall not be permitted to present in arbitration proceedings any evidence not previously presented at any other level. The District may reference evidence in a Level II proceeding without examining witnesses directly. The right to examine witnesses whose evidence has been referenced in the Level II hearing shall be reserved to Level III. The Association reserves the right to suspend or postpone Level II proceedings in order to access witnesses referenced by the District during discussions. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties shall be bound by the decision. The arbitrator's fees and expenses shall be borne equally by both parties.

## **400 WORKING CONDITIONS**

### **401 WORK CALENDAR**

Principals will submit a personal work calendar to their supervisor for approval by June 30. Principals are expected to be on duty during days when teachers are on duty; however,

modifications may be made. Such modifications will be viewed conservatively while teachers are on duty.

The District shall establish starting and ending dates for principal work years. The regular workweek shall be defined as Monday through Friday, exclusive of holidays or vacation days listed in the adopted school calendar. The number of regular workdays between the starting and ending dates of established work years shall be as indicated in Article 701.

In schools without assistant principals assigned, the District may impose a limit of 20% of principals within a title to be absent to attend out-of-district conferences at any one time.

First year and newly promoted principals may be assigned start dates different from the rest of the bargaining unit, to ensure availability for District training programs.

#### 401.1 Adjusting the Work Calendar

The approved work calendars may be modified if events requiring the principal's absence occur or if building needs change.

When actual work demands for principals extend beyond the time that can be reasonably contained within the normal work schedule, an adjustment in the principal's work calendar can be made.

By completing special workdays outside of the regular work calendar, principals will be entitled to be away from their regular assignments for an equal number of days. In other words, they receive flex days which must be used during the regular work year.

#### 401.2 Flex Days

In recognition of the time demands placed on principals during the school year, twelve workdays may be charged to Saturdays, Sundays, or in combinations of hours stemming from expenditure of time necessary for normal school operation but outside of the regular work week/day, including up to three (3) days of training required by the District. For example, the work year for an elementary principal shall span 206 regular work days but the days actually worked may be "flexed" so that the principal would actually be on duty for 194 regular work days between the established beginning and ending dates.

In taking such flex days, the following rules shall apply:

1. A block of three to five flex days may be taken once each year during or outside of the time children are in school, with prior notice to the assigned supervisor. Principals are expected to exercise their best judgment regarding school needs when scheduling use of flex days around the Winter Holiday and/or Spring Break, and to confer with their supervisors before the days are taken. In all cases, a minimum of ten (10) workdays' notice to the supervisor will be provided before the planned absence. Exceptions may be granted at the discretion of the supervisor.

2. One or two days may be taken from time to time, at the Principal's discretion, with prior notice to the assigned supervisor.
3. Flex days may be taken at the end of the work calendar, with prior notice to the assigned supervisor, provided that the normal end-of-year checkout procedures have been completed.
4. Up to three flex days which have not been used by the end of the work year due to time demands placed on the principal shall be cashable at the current per diem rate. There shall be no carry-over of unused flex days from one year to the next. Applications for cash-in must be submitted to the appropriate executive director no later than May 31 and shall be paid by addendum.
5. Principals who remain at the end of the salary schedule with no step movement in any year of this contract shall have the option to cash earned but unused flex days, to a maximum of six (6) per year, inclusive of the three (3) days already available under the terms of 401.2.4. Access to the additional three (3) days of cashable flex days for those principals at the end of the salary schedule shall begin in the year that no step increase is received.

Principals who remain at the end of the salary schedule with no step movement for more than two (2) years, in years the contract provided step movement, will have the option to cash in one additional earned but unused flex day for each additional year at the end step, up to a maximum of six (6) additional days to a maximum of twelve (12) in all.

#### **402 PERSONNEL FILE**

Upon request to the Human Resources Department, principals may review their personnel files during business hours. Before any material that originated after the principal is employed by the District is placed in the official personnel file, the principal shall be given a copy of such material and shall sign the original document to indicate it has been read, or the District shall indicate refusal to sign. The principal may attach to the filed document any explanatory remarks deemed appropriate.

Informal files maintained by Division Executive Directors or other District supervisors on individual principals may be examined by the named principal, with reasonable notice. Principals shall be given ten (10) workdays to respond to any material contained in those files. Materials contained in files maintained by the Human Resources or Equal Employment Opportunity Departments that may be used to support disciplinary action against a principal will be provided upon request.

#### **403 STUDENT ASSIGNMENT**

The principal in charge of each unit shall determine each student's classroom assignment. The determination shall be made in agreement with Board policies regarding the placement, classification, and promotion of students. Assignment of students to special programs within the unit shall be made within policy and legal requirements but shall not occur without prior consultation with the affected principal. Decisions regarding sensitive placements require the input of the instructional leader of the school.

#### **404 STAFF SELECTION AND ASSIGNMENT**

As instructional leaders, the principals will play a primary role in determining the composition of building staff, based on unit needs established by the principal, in consultation with staff and parents, as appropriate. In accepting requests for teacher assignment to the unit, the principal shall consider certification and instructional requirements, educational program needs, educational attainments, teaching experience, seniority, personal qualifications as determined during the interview, and EEO requirements. Reasonable effort will be made to contact the principal, if not on duty, prior to assigning staff to a building. When principals are on duty, contact regarding assignment of staff shall occur prior to the report date.

The principal shall determine each staff member's assignment in the building. Unit administrators will consider all of these criteria in the following order of importance, when assigning staff within the unit: 1) educational program needs of students; 2) academic preparation, certification and highly qualified teacher designation; 3) experience; 4) seniority. When making assignments, voluntary applicants will be considered first.

Consistent with applicable collective bargaining agreements, principals shall be given an opportunity for input in defining the special qualifications for any vacant position in their schools.

#### **405 TRANSFER AND REASSIGNMENT**

##### **405.1 Transfer of Principals**

- A. Transfer of principals to vacancies known by January 1 should be completed by April 30.
- B. Vacancies created during the school year shall be announced to principals by the Human Resources Department. A principal may apply for a promotion or change of assignment at any time.
- C. Assignment to vacancies will not be made until principals who have indicated interest in a promotion or transfer have been conferred with in some portion of the

process, which shall be announced. At a minimum, principals seeking promotion shall be invited to submit to a first-round interview.

- D. A principal who is not selected for transfer, promotion, or change of assignment may meet with the appropriate administrator upon request.

#### 405.2 Transfer of Assistant Principals

Assistant principals may submit a written request of transfer to their Executive Director at any time.

#### 405.3 Reassignment of Principals and Assistant Principals

A. Once a principal or assistant principal has been notified of reassignment, that individual may request and be granted a meeting with the Division Executive Director or designee to discuss the rationale for placement or reassignment. When District program needs permit, assignments of assistant principals should be of such duration so as to maximize knowledge of a facility and provide an opportunity to evaluate their effectiveness related to program responsibilities.

- B. The Superintendent reserves the right to assign principals and assistant principals.

### **406 DUE PROCESS**

Disciplinary action against a principal that leads to transfer, demotion, or other involuntary loss of an employment benefit short of dismissal, shall be taken only for just cause, except as otherwise provided in this Agreement. Dismissal or non-retention of a principal shall be managed in accord with applicable statute.

### **407 PERSONNEL COMPLAINTS**

Complaints against a Principal, a school program or an employee supervised by a principal, which are received by the principal's supervisor, shall be referred back to the principal for discussion, consistent with published procedures for the processing of Citizen Complaints.

Nothing in this Article precludes the right or need of a supervisor to be responsive to parents or citizens. The commitment is simply to insure that any principal targeted by a complaint shall have opportunity to attempt resolution at the lowest administrative level before that complaint is moved to a higher level, for review. It is understood and agreed that if the issue is not resolved and is appealed, the principal shall be given the opportunity to provide the necessary background information before any further action is taken on the matter.

If a complaint is to be used as the basis for disciplinary action against a principal, normal disciplinary procedures will be followed and representation rights provided.

#### **408 REDUCTION IN FORCE**

In the event the District elects to reduce the number of positions in the Principal bargaining unit, the following procedures will apply: The District shall notify the Association and affected principals as soon as practical of the need for lay-offs. Tenured principals (as defined in AS 14.20.150) must receive formal notice of lay-off no later than March 15. Non-tenured principals shall be given lay-off notices by May 15.

##### **LEVEL 1: VOLUNTARY REDUCTIONS**

1. Reductions will be accomplished through normal attrition, if possible.
2. If attrition fails to generate sufficient reduction in force, the District will encourage early retirement, long term leave or introduce whatever other incentives may be appropriate to achieve voluntary reductions.
3. If voluntary reductions are insufficient to meet District needs, lay-offs and/or reassignments will occur.

##### **LEVEL II: REASSIGNMENT, DEMOTION, LAY OFF**

1. Non-tenured principals may be non-retained or transferred to a teaching position, if a vacancy exists for which the principal is qualified.
2. A tenured principal may be assigned to a teaching position, if qualified to fill a position held by a non-tenured teacher. Such assignments will occur in reverse seniority order, with the least senior tenured member of the bargaining unit, from the affected grade level, reassigned first, as qualified.
3. Principals may also be reassigned within the bargaining unit, to positions of different ranges. Reassignment to a higher range will be undertaken through the normal selection process. While the District retains the right to identify the Ranges from which positions may be eliminated, once the Ranges where reductions will occur are identified, bargaining unit seniority within each division i.e. high school, middle level or elementary, shall determine order of displacement or non-retention with the least senior Principal being first affected. The District retains the right to transfer remaining principals as needed. However, once the initial review process has been completed and the least senior principals are identified within the divisions where positions are to be reduced, the District will undertake further review to determine if there are senior principals within any targeted group who may be qualified to accept assignment into a position at a different range held by a junior member. In deciding qualification, endorsements and prior experience shall be

considered. Although preference for assignment will be given to senior principals with the needed qualifications, the District reserves the right to use normal selection procedures to retain the best candidates in situations where principals are changing ranges. There shall be no automatic promotions, based on simple seniority.

Principals assigned to positions at a lower range position within the bargaining unit, as a result of a reduction in force, shall suffer no loss in compensation or change in work year for one school year. Thereafter, if not recalled into a position at the range previously held, compensation and work year will change to that appropriate to the position actually held. Principals assigned to teaching positions shall be paid in accord with the terms of the teacher collective bargaining agreement.

Principals for whom positions cannot be found, through demotion, transfer to a teaching position, or by other means, shall be laid off, effective the last work day of the year in which notice was given.

4. Unpaid leaves of absence for up to three years shall be granted to any tenured principal who is a candidate for displacement, in order to enable the principal to purchase retirement service credit during the period of lay-off.

#### LEVEL III: RECALL RIGHTS

1. No principal positions will be filled with a new hire until all qualified RIFed individuals have been offered the positions.

2. Principals reassigned to positions of a different range shall have preferential rights of reassignment to any vacancy within the Range formerly occupied.

3. Principals displaced or laid off from the bargaining unit shall be given first rights of refusal and recalled into APA in inverse order of layoff, and into a position with a title/range previously held. If a principal is offered a position within a title/range previously held and declines the offer or fails to accept it within thirty (30) days, the principal is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the principal declines the offer because the principal is contractually obligated to provide professional services to another private or public educational program or is sick. If the principal is medically unable to return to duty at the time needed, notice shall be given to the District regarding a probable date of availability for return, based upon physician certification. In the case of serious medical condition, normal processes for leave approval shall be in effect. The principal in this circumstance will be considered to be on unpaid medical leave from the date the District receives medical verification of an inability to report or from the date of expected report for duty, whichever is later. It is the express responsibility of the principal to keep the District informed regarding any change of address or telephone number. The District's obligation to notify extends only to use of addresses or telephone numbers provided by the principal. 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 principal. However, if members in one division have not been recalled within their respective division, and a vacancy exists in the other division for which they are qualified, they will be preferentially interviewed, upon request.

4. Principals who elect to take unpaid leave during their period of lay-off shall be considered for recall following the expiration of such leave in accordance with these procedures, provided written notice of interest and availability is provided to the District by March 15, annually. The District has no obligation to notify a principal regarding recall opportunities that arise during the term of an approved leave.

Former APA members who have moved to ACE or Exempt positions and have returned to the APA bargaining unit, with continuous ASD service, shall be granted uninterrupted seniority status.

5. ASD employees outside APA will not displace current APA members through a reduction in force. However, the Superintendent retains the right to fill vacant positions with exempt administrators, with prior notice.

#### **409 SAFE SCHOOLS**

Safety in schools is an issue of growing significance for all employees. As unit leaders, principals are sometimes exposed to dangerous situations that require concerted and supported action. Principals will bring to the attention of their supervisors any situation that they believe will place them or others in their charge in personal danger, so that appropriate help and support may be provided as quickly as possible. In addition, principals shall develop and maintain emergency plans for protecting themselves, staff and students from physical harm in the event of potentially dangerous situations.

When prior knowledge exists, appropriate efforts will be made to notify a principal prior to admitting/registering/transferring any child with a documented history of violent behavior. At the principal's request, a meeting will be held with the principal's supervisor, and when appropriate the supervisor of special education, to review the individual situation and any support that may be required. If it is determined that the school is not in a position to provide appropriate supports, said supports will be put in place as soon as practicable so as to ensure a safe environment.

The District shall establish and adhere to a consistent anti-violence policy. A provision in this policy will require the District to notify principals, prior to student placement in any unit classroom, about any student who has, within two years, been expelled from any school for weapons possession or incidents of violence.

#### **410 ADMINISTRATIVE COVERAGE FOR ACTIVITIES**

1. Principals frequently are needed in their schools to monitor and cover a wide variety of after-school activities. The coverage required at the high school level is especially demanding. Principals will coordinate with their assistants to ensure that coverage duties are assigned fairly among available administrative staff.
2. In an effort to moderate the coverage demands placed on members of the bargaining unit, mandatory administrative coverage will be limited to the activities listed below:
  - Home activities and away games when crowd control or safety is expected to be an issue. Normally included will be home and away varsity hockey and football games; home varsity basketball games; and all school dances.
  - School-elected athletic team activities requiring out-of-state travel.
  - State tournaments and other required state travel.
  - Field trips requiring out-of-state travel, unless the principal designates a non-administrator as responsible.
3. If the unit principal feels that extraordinary circumstances at other events require administrative coverage, it will be provided by the home school. If the event involves another district school, as in a competitive athletic meet, administrators from the visiting school may also be required to provide coverage support for students in their charge.
4. Non-administrative supervision may be used for coverage, as appropriate, when a trained staff member is available to address reasonably expected safety issues. Principals are encouraged to utilize these trained staff as much as possible, to reduce coverage responsibilities for administrators. Furthermore, the District will attempt to provide additional financial support for the use of non-administrative supervisory staff, through the normal budget process.

#### **411 ADMINISTRATIVE ALLOCATION**

The allocation of administrative staff to schools shall be determined by the Superintendent.

The Association reserves the right to recommend to the Superintendent its allocation preferences.

### **500 LEAVES**

#### **501 SICK LEAVE**

A. Sick leave shall be used in compliance with all applicable state laws and Board policies, rules, and regulations.

B. Principals 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. 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 principal not fulfill the full contract for any reason.

## **502 SICK LEAVE BANK**

A. A Joint Sick Leave Bank serving members of the Anchorage Principals Association, the Anchorage Council of Education, and the Exempt Employees Group, will be established by the District. The Association will be guaranteed one representative on the Sick Leave Committee that will be made up of four members. The Committee will develop criteria for the use of the leave in the Bank and be responsible for reviewing and approving requests for withdrawal from the Bank. A principal who has contributed to the bank one-half day and who has exhausted accumulated sick and annual leave may make reasonable withdrawals as approved by the Committee, provided sufficient leave is available in the Bank.

B. One-half day contribution to the Bank will occur automatically through payroll deduction during the first 30 calendar days of employment each school year except that in the event the Bank exceeds 1,000 days at the beginning of a school year, the one-half day contribution to the bank will be deferred, except for new principals, for the school year or until such time that the days in the bank number 500. A principal electing not to join the Bank will inform the Human Resources Department in writing within 15 calendar days after reporting date.

C. Sick leave time assigned to the Bank shall remain the property of the Bank; no donor shall have further claim to donated days.

## **503 CATASTROPHIC LEAVE**

In the case of catastrophic illness or extreme hardship, a principal will 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.

## **504 EMERGENCY LEAVE**

A. In each case of death, serious illness, or accident within the immediate family, the principal shall be entitled to use up to five days of sick leave at the discretion of the supervisor, except that if the circumstances require out-of-state travel, the principal may be granted up to 10 days of sick leave. The supervisor may waive the time restrictions for unusual circumstances, for example, a family member's death following 10 days of serious illness.

B. Professional emergency leave may be granted for delays because of weather, serious accident, or for transportation delays occurring during the school year while on a trip which was organized and executed for District business, including absences necessitated by the Office of the Governor, the Department of Education, or other State or Federal agencies. A principal may be granted such emergency leave while on an Association business trip.

#### **505 SHORT TERM UNPAID LEAVE**

Upon request a principal may be granted up to five days of unpaid leave per school year.

#### **506 MILITARY LEAVE**

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 principal shall receive regular District salary, up to a cumulative total of 16.5 days per school year.

Military pay received for duty time beyond the 16.5 day cumulative total shall be subtracted from gross pay, up to the principal's regular per diem rate. Military pay shall be defined as basic military pay received at the duty station but shall not include other fringe benefits. The principal has the responsibility to verify that portion of the military pay that is applicable. 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 principal's May check. Adjustments for military leave taken after May 1 shall be completed by June 30.

#### **507 OTHER LEAVES**

A principal may apply for career, sabbatical, civic, professional, legal, or long term unpaid leave, which are subject to the approval of the Superintendent and/or Board in accordance with statutes, Board Policies, and/or administrative procedures. A principal granted such leave will return to a position in the same range. The District may fill the vacancy on a temporary basis in order to hold the position for the principal.

Up to a maximum of three principals each year shall be granted on request - first come, first served, a one-year leave of absence without pay. Principals who lose District medical and life insurance coverage while on leave without pay must re-establish their medical and life insurance eligibility in accordance with Section 601 (A) upon their return to work.

## Sabbatical Leave

If the District elects to grant sabbatical leave to principals in the future, guidelines will be established by mutual agreement between the District and Anchorage Principals Association and in accordance with Board policy.

In order to protect full access to available vacancies, principals on leave must notify the supervisor in writing by January 1 of the intent to return from leave the following school year.

Upon return from an approved leave, the principal shall be assigned on a position available basis to a position at the same range and title as that held just prior to the award of the leave. If no position in the same range is available, the principal shall be placed into a vacant position at a range previously occupied within the District. Furthermore, a returning principal may apply for any vacant position for which qualified.

Refusal to accept an offer of assignment to a vacant position in the same range and title as that previously held will result in forfeiture of all rights under this Agreement and will constitute a resignation from employment. If no position is available to a returning principal, up to one additional year of leave without pay may be granted. During this period, it is the sole responsibility of the principal to keep the Human Resources Department apprised of his/her whereabouts. If no position is available at the close of the second year of unpaid leave, the employment relationship between the District and the principal shall be severed.

Principals on approved long-term leave may return before the expiration of that leave, on a position available basis, at District discretion.

## 600 BENEFITS

### 601 HEALTH BENEFITS

- A. For the duration of the Agreement, the District shall provide a comprehensive health benefits plan for all eligible full-time principals and their eligible dependents. Contributions made for health insurance may only be used for the District's comprehensive health benefits plan.
- B. Eligibility is attained after a waiting period of 90 calendar days for employees who do not currently have health benefit coverage with one of the District employee benefit plans. When principals become benefit eligible, the District will make contributions to the health benefits plan equal to the three-month waiting period. Coverage shall begin on the first day of the month following attainment of eligibility.

- C. Principals who lose their eligibility for health benefits for any reason, such as unpaid leave, lay-off, termination of employment other than retirement, or gross misconduct, may elect to pay the full cost of the health program provided through COBRA, according to its provisions.
- D. The District's monthly contribution for health benefits for principals shall be \$1300 during the 2011-2012 year. The District's monthly contribution amount will increase to \$1385 effective July 1, 2012 and to \$1465 effective July 1, 2013. Health insurance benefits shall be described in the District's summary plan description as periodically amended. Monthly contributions will be adjusted upward if the District agrees to pay more than the amounts listed above to any other employee group participating in the District's employee health benefits plan during the life of this Agreement.
- E. Principals who choose to waive health insurance coverage under the District's benefits plan must provide proof of health insurance coverage from another health insurance provider. In the event a principal voluntarily waives out of the District health benefits plan, the District's obligation of contributions, in accordance with 601 B. and federal policy, shall continue to apply. District contributions for these principals shall be paid to the health benefits plan.
- F. Beginning June 2012, in June of each year the District's medical plan reserves, excluding the allocation necessary for the incurred but not reported claims (IBNR), will be determined.

In addition the average monthly plan revenue (AMPR) for the prior twelve month period will also be determined.

- If the reserve, excluding the IBNR, is less than three times the AMPR, the district is required to contribute revenue to the plan in accordance with 601 B. & E for the following fiscal year.
- If the reserve, excluding the IBNR, is greater than three times the AMPR but less than four times the AMPR, the District will not contribute revenue in accordance with 601 B. but will contribute revenue in accordance with 601 E for the following fiscal year.
- If the reserve, excluding the IBNR, is greater than four times the AMPR, the district will not contribute revenue to the plan in accordance with 601 B. & E for the following fiscal year.

## **602 LIFE INSURANCE**

- A. The District shall provide, on a fully paid basis, group term life insurance for each eligible principal in the amount of \$150,000, as described in the insurance

- policy provided by the District's insurance carrier. Eligibility requirements for life insurance benefits for new-to-district employees are the same as those for medical insurance benefit eligibility.
- B. Accidental death and dismemberment insurance (AD&D) will be provided for an additional amount equal to the face amount of the life insurance.
  - C. Principals may purchase, at their expense and at the then current rates, additional supplemental term life and AD&D insurance in increments of \$50,000 to a maximum of \$150,000. The combined basic and supplemental maximum will remain at \$300,000. Principal contributions shall be made by payroll deduction.
  - D. Life insurance and AD&D insurance will terminate on the last day of the month in which a principal is receiving District medical insurance.
  - E. Upon termination for any reason a principal may elect to exercise conversion privileges as described in the insurance policy provided by the District's insurance carrier.
  - F. The District shall make available dependent life insurance coverage in the amount specified in the table contained in the insurance policy between the District and its insurance carrier, but not less than \$5000. The premiums shall be paid by the principal. Upon termination, a principal may elect to exercise conversion privileges as stated in the insurance policy.

### **603 WORKERS' COMPENSATION**

- A. The District shall provide Workers' Compensation for on-the-job injuries for principals in accordance with the Alaska Workers' Compensation Act.
- B. Consistent with Workers' Compensation Law, the District shall assume full liability for job related principal 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 principal is engaged in a duty-related activity.
- C. Should rules which now restrict retirement contributions on Workers Compensation benefits change, the District agrees to reopen this item for renegotiation with the Association.
- D. In the event that a principal sustains a physical injury, in the performance of assigned duty, as a result of an act committed by a student or adult, the District will provide direct and immediate assistance in securing access to available benefits, including but not necessarily limited to: the Employee Assistance Program (including legal advice in case civil action is contemplated); direct counseling and support for applicable insurance

and workers' compensation benefits; direct counseling and support for completion of all forms required to secure medical retirement, if eligible; family medical leave (FMLA) to protect access to health insurance, during the allowed coverage period. Other benefits may be provided at the discretion of the Superintendent, depending upon individual circumstances.

#### **604 LIABILITY INSURANCE**

Principals are protected from liability suit in connection with their jobs in accordance with AS 14.12.115 and Board Policy 729.4.

Each principal who is, or who is threatened to be made, a party to or is otherwise involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the principal is or was employed by the District shall be indemnified, protected and defended by the District, against all expense, liability and loss (including attorney's fees, judgments, fines, penalties, and amounts to be paid in settlement) actually and reasonably incurred or suffered by such principal in connection therewith.

The District shall not be obligated to indemnify, protect and defend a principal who:

- A. Fails to act in good faith in a manner the principal reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal investigation or proceeding, the District had reasonable cause to believe that the principal's conduct was unlawful; or
- B. Fails to provide the District with timely notice of the action, suit, or proceeding; or
- C. Fails or refuses to cooperate fully with the District in defense of the action, suit, or proceeding; or
- D. Admits guilt or pleads *nolo contendere* in a criminal court proceeding, or is convicted in a court of law of a crime, arising out of the principal's alleged acts or omissions which also are the subject of the action, suit, or proceeding for which the principal seeks indemnification, protection, and defense by the District.

#### **605 AUTOMOBILE ALLOWANCE**

A. Principals shall have access to and be able to use a private motor vehicle in fulfilling their employment responsibilities. Insurance obligations for the vehicle are the sole responsibility of the vehicle owner. Principals shall receive reimbursement for the use of the vehicle when: the vehicle was used to provide transportation for a Principal whose duties require automobile travel; no District vehicle was available or assigned for use by

the principal; mileage submitted by the principal is not a part of daily travel to or from a single place of employment or assignment.

B. A principal shall submit a mileage report each month to the supervisor. Reimbursement of vehicle mileage shall be at the approved federal rate at time of submission. Requests for mileage reimbursement must be submitted to the Payroll Department by June 30<sup>th</sup> in order to be considered for payment.

C. In the case of an automobile accident involving a principal using a private vehicle for District business where personal injuries result, the principal's personal insurance coverage shall be primary. The District shall provide secondary coverage for liability in accordance with Article 604.

### 700 SALARY

#### 701 JOB TITLES/WORK YEAR

<u>Range</u>	<u>Job Title</u>	<u>Work Year Excluding Holidays</u>
1	Middle Level Assistant Principal	206
	Elementary Assistant Principal	206
2	Senior High Assistant Principal	211
3 a.	Elementary Principal (a)	206
3 b.	Elementary Principal (b)	206
4	Middle Level Principal	216
5	Senior High Principal	224

#### 702 SALARY SCHEDULE

##### 2011-2012 Salary Schedule

	A	B	C	D	E	F	G	H	I	J
1	86,231	87,956	89,715	91,510	93,340	95,207	97,111	99,053	101,034	103,055
2	88,778	90,554	92,365	94,213	96,097	98,019	99,979	101,978	104,018	106,099
3a	87,100	88,843	90,619	92,431	94,281	96,166	98,089	100,051	102,052	104,093
3b	88,843	90,619	92,431	94,281	96,166	98,089	100,051	102,052	104,093	106,175
4	92,947	94,806	96,702	98,636	100,609	102,621	104,674	106,767	108,902	111,080

5	98,520	100,490	102,500	104,550	106,641	108,774	110,949	113,168	115,431	117,740
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**2012-2013 Salary Schedule**

	A	B	C	D	E	F	G	H	I	J
1	88,387	90,155	91,958	93,797	95,673	97,587	99,538	101,529	103,560	105,631
2	90,998	92,818	94,674	96,568	98,499	100,469	102,479	104,528	106,618	108,751
3a	89,278	91,064	92,885	94,742	96,638	98,570	100,542	102,553	104,603	106,695
3b	91,064	92,885	94,742	96,638	98,570	100,542	102,553	104,603	106,695	108,830
4	95,271	97,176	99,120	101,102	103,124	105,186	107,291	109,436	111,625	113,857
5	100,983	103,002	105,062	107,164	109,307	111,493	113,723	115,997	118,317	120,683

**2013-2014 Salary Schedule**

	A	B	C	D	E	F	G	H	I	J
1	89,271	91,057	92,878	94,735	96,630	98,563	100,534	102,545	104,596	106,687
2	91,908	93,746	95,621	97,534	99,484	101,474	103,503	105,573	107,685	109,839
3a	90,171	91,974	93,814	95,690	97,604	99,556	101,547	103,578	105,649	107,762
3b	91,974	93,814	95,690	97,604	99,556	101,547	103,578	105,649	107,762	109,918
4	96,223	98,148	100,111	102,113	104,155	106,238	108,364	110,531	112,741	114,996
5	101,992	104,032	106,113	108,235	110,400	112,608	114,860	117,157	119,500	121,890

**703 SALARY SCHEDULE CONDITIONS**

A. The District reserves the right to determine placement for new-to-the-District principals or principals new to this bargaining unit on the schedule appropriate to that year.

B. Promotions within this bargaining unit shall be assigned to the respective experience level at the appropriate range.

C. One experience step on the salary schedule shall be provided to eligible principals each July 1 during the term of the Agreement. Principals who do not receive step movement (in years step movement is available) as a result of being at the end of the salary schedule shall receive a salary supplement of \$1,500 for that year. This salary supplement will be added to their base salary and paid over the course of the contract year.

Elementary principals will be placed at the appropriate salary range based on the school's designation. A school's designation as 3(a) or 3(b) will be reviewed on an annual basis. Placement at Range 3(b) is not guaranteed in subsequent years but will be dependent on the established criteria and relevant factors. Changes in compensation as a result of movement between Range 3(a) and 3(b) are solely dependent on the established criteria and relevant factors. Once a school's designation is determined, it will remain in effect throughout the following school year.

Determination will be based on data collected as of January of each school year. The determinations for the following school year will be completed and sent to the Association President for dissemination to principals on or before March 1. Questions regarding a school's designation shall be forwarded to the Elementary Executive Director for review and discussion with the Association. The decision of the Elementary Executive Director shall be final.

D. When major construction renovations are undertaken in a school, a modified work plan will be prepared by the supervisor and affected principal that will reflect the anticipated impact of additional duties caused by the renovation. Additional compensation for special time and effort will be provided, according to a plan approved by the division Executive Director. Additional compensation may include, but not necessarily be limited to, extra workdays or added duty addenda.

E. When a principal is designated to serve as a "Project Principal", i.e. to act as the District's primary representative on program issues in the construction of a new school, a full review of expected responsibilities and expectations will be undertaken before the initial phases of the project begin. A "Project Principal Agreement" will be prepared, with the approval of the appropriate Instruction Executive Director, and will include a clear statement of expectations and additional support and/or compensation, through extra days, added duty addenda, or other means.

#### **704 PROFESSIONAL GROWTH**

A. A Professional Growth Program is established in order to promote the professional growth of principals and ensure opportunity for skill maintenance. As a condition of continuing employment, each principal shall prepare and complete a Professional Growth Plan each school year in accord with procedures established by the District. Such plans will outline activities which shall require approximately thirty (30) hours to complete, which may include portions of the work day, as appropriate. In support of this joint effort, the District will budget up to \$30,000 for each school year to provide for professional growth opportunities for principals and other administrators. One half that amount (\$15,000), shall be allocated by the Association, to support at least fifteen (15) different principals for each year of the contract in pursuing professional interests that address District goals. The Superintendent and Association president shall confer annually regarding topics or issues that shall be the focus for training and development activities for the subsequent year. A description of the Professional Growth Program shall be distributed to principals.

B. When a principal attends classes, workshops, or seminars at the request of the District, the principal will not lose salary.

### **800 TERMS/CONDITIONS OF AGREEMENT**

## **801 DURATION**

- A. This Agreement shall be effective from July 1, 2011 through June 30, 2014.
- 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.

## **802 SAVINGS CLAUSE**

- A. No provisions of this Agreement may be changed, modified, or altered during the term of this Agreement, except by mutual consent of the District and Association.
- B. If any part of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the District and the Association to be in violation of a federal, state, or local law and/or ordinance or of adherence to or enforcement of any part of this Agreement should be restrained by a court of law, the remainder of the Agreement shall not be affected. If such decision is made, the District and Association shall meet within 10 workdays after the decision to negotiate a satisfactory substitute for the invalidated portion.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms.

## **803 NEGOTIATIONS**

- A. Either party may initiate negotiations by written notice of intent to negotiate by January 15 of the year this Agreement expires. Written notice of intent to negotiate shall be submitted by the Association to the Superintendent's designee, or by the Superintendent's designee to the Association.
- B. The first negotiation session shall be held no later than the first day of February in the final year of this contract.
- C. If tentative agreement on all articles cannot be reached, impasse shall be declared and procedures outlined in 23.40.190 and 23.40.200 (or any statutes which may supersede them) shall be utilized.
- D. When both parties agree, time lines may be adjusted.

ANCHORAGE SCHOOL DISTRICT

ANCHORAGE PRINCIPALS  
ASSOCIATION

RATIFICATION DATE:

RATIFICATION DATE:

\_\_\_\_\_  
March 14, 2011

\_\_\_\_\_  
March 4, 2011

\_\_\_\_\_  
John Steiner, President  
Anchorage School Board

\_\_\_\_\_  
Cessilye Williams, President  
Anchorage Principals' Association

\_\_\_\_\_  
Carol Comeau, Superintendent

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Ed Scherer, Spokesperson

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Eric Tollefsen, Spokesperson

