

# ***NEGOTIATED AGREEMENT***

Between the

## **Anchorage Education Association**

and the

## **Anchorage School District**

**ASD Initial Proposal 4/14/21**

~~July 1, 2018 – June 30, 2021~~ July 1, 2021-June 30, 2024



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## **Preamble**

**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.*

# 100 SERIES – SALARIES AND BENEFITS

## 105 SALARY SCHEDULE

### ~~2020-2021~~ 2021-24 Salary Schedule

Step	B00	B18	B36	ME54	ME72	ME90
0	52,242	54,776	57,309	-	-	-
1	53,625	56,159	58,691	-	-	-
2	55,006	57,539	60,072	-	-	-
3	56,388	58,921	61,453	-	-	-
4	57,770	60,302	62,834	-	-	-
5	59,150	61,683	64,217	66,750	69,281	71,815
6	60,534	63,065	65,598	68,131	70,663	73,196
7	61,915	64,448	66,980	69,511	72,045	74,578
8	63,296	65,828	68,362	70,893	73,426	75,962
9	64,676	67,210	69,742	72,276	74,810	77,341
10	66,057	68,591	71,125	73,656	76,191	78,723
11	-	69,972	72,505	75,039	77,572	80,104
12	-	71,353	73,886	76,419	78,953	81,486
13	-	-	75,268	77,801	80,333	82,866
14	-	-	76,649	79,184	81,716	84,250
15	-	-	-	80,564	83,099	85,631
16	-	-	-	81,945	84,478	87,013
17	-	-	-	-	85,858	88,392
18	-	-	-	-	-	89,772

### ~~2020-2021~~ 2021-24 Salary Schedule

Step	Masters	B54 w/ Masters	B72 w/ Masters	B90 w/ Masters	B90 w/ Doctorate
0	57,923	60,456	62,991	65,523	67,367
1	59,305	61,838	64,372	66,904	68,750
2	60,688	63,220	65,751	68,286	70,131
3	62,067	64,602	67,133	69,666	71,512
4	63,451	65,982	68,516	71,049	72,895
5	64,831	67,364	69,897	72,431	74,275
6	66,214	68,744	71,279	73,813	75,658
7	67,594	70,128	72,662	75,193	77,040
8	68,975	71,509	74,042	76,574	78,420
9	70,357	72,890	75,424	77,955	79,801
10	71,740	74,272	76,805	79,338	81,183
11	73,120	75,654	78,186	80,720	82,565
12	74,502	77,035	79,568	82,101	83,946
13	75,883	78,417	80,950	83,482	85,327
14	77,266	79,799	82,330	84,864	86,710
15	78,650	81,179	83,713	86,245	88,091
16	-	82,562	85,094	87,627	89,473
17	-	83,945	86,476	89,008	90,854
18	-	-	87,859	90,390	92,235
19	-	-	89,241	91,772	93,617
20	-	-	-	93,153	95,000

## 110 SALARY SCHEDULE BASIC CONDITIONS

- A. Contracted members serving a school term of 140 full-time or part-time instructional days or more shall be credited with a year of teaching service.
- B. Those members at BA-90 with Master's Step 20 or BA-90 with Doctorate Step 20 or ME-90 Step 18, who did not receive step movement in the ~~2017-2018~~ **2020-21** contract year, will receive an "in lieu of step" in the amount of \$1,300 **500**, prorated by their ~~2018-19~~ **2021-22** FTE, for the ~~2018-19~~ **2021-22** contract year.

Those members at BA-90 with Master's Step 20 or BA-90 with Doctorate Step 20 or ME-90 Step 18, who did not receive step movement in the ~~2018-2019~~ **2021-22** contract year, will receive an "in lieu of step" in the amount of \$1,300 **500**, prorated by their **2022-23** FTE, for the ~~2019-2020~~ **2022-23** contract year.

Those members at BA-90 with Master's Step 20 or BA-90 with Doctorate Step 20 or ME-90 Step 18, who did not receive step movement in the ~~2019-2020~~ **2022-23** contract year, will receive an "in lieu of step" in the amount of \$1,300 **500**, prorated by their ~~2020-2021~~ **2023-24** FTE, for the ~~2020-2021~~ **2023-24** contract year.

An experience step and educational attainment shall be provided to eligible members in each year of this agreement effective July 1. Members **who were placed on a plan of growth or on a plan of improvement during the prior school year** are not eligible for step movement and educational attainment.

~~Effective January 1, 2019 of this agreement, the zero step will be removed and the salary schedule will be renumbered, retroactive to July 1, 2018. As a result of this renumbering, members who receive experience step movement will be placed at the same step number for the remainder of the 2018-2019 school year.~~

### **SALARY PLACEMENT LANE MOVEMENT MATRIX**

Members hired to begin work for the 2011-2012 school year and school years thereafter are required to have a Master's Degree after reaching BA 36 in order to continue to make lane movement.

- C. Vertical movement on the salary schedule shall be limited in any one year to two steps.
- D. Fractional years of teaching, either through teaching full days on contracts for less than a full term or through teaching part of a day on full term contracts or part of an instructional day on contracts of less than a full term shall be converted to full school terms in determining creditable service, so long as the combined total equals 180 days or more. Part-time teaching contracts must specify the term of the contract. Not more than 180 days toward a creditable year may be accrued in a school year.

- E. A member serving for more than five consecutive days in a specific position and who is subsequently contracted for that specific position shall be allowed fractional experience creditable for salary placement and seniority in the District for days worked.
- F. The District shall provide up to six years of prior experience credit for placement on the salary schedule. For placement on the Master’s schedule, in ~~2018-2019~~ **2021-22** six years of prior experience credit, in ~~2019-2020~~ **2022-23** seven years of prior experience credit, and in ~~2020-2021~~ **2023-24** eight years of prior experience credit for placement on the Master’s schedule, at time of hire.
- G. Members who hold Certificates from the National Board of Professional Teaching Standards shall receive a \$2000 salary supplement each year for the life of the certificate or 10 years, whichever is shorter. A \$2000 payment shall also be paid for certificates or advanced training (for Occupational and Physical Therapists only) that the District judges to be comparable to that conferred by the National Board of Professional Teaching Standards. These supplements shall be paid by addenda, issued by Human Resources, within sixty (60) days of the completion of all required paperwork. A District committee shall be established to review requests; the Association will appoint two members to that committee. The decision of the District regarding eligibility for the supplemental payment shall be final.
- H. The following are hard-to-fill positions nationwide. The District may wish to compensate these positions with a supplemental wage: Audiologist, CTE Teachers, Occupational Therapists, Physical Therapists, Psychologists, Speech Language Pathologists, Teachers of the Blind and Visually Impaired, and World Language Immersion Teachers.

**115 SALARY SCHEDULE QUALIFICATION REQUIREMENTS**

- A. Credits and/or degrees applicable to 115 must be in the 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: 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: Transcripts must be submitted showing 36 semester hours of which 12 must be graduate level earned subsequent to the granting of a Bachelor’s Degree. The graduate level credit course requirements will be waived for Type C or M certificated members for this salary column only, provided that any course taken in lieu of the graduate level course requirements must be related to the member’s present teaching assignment.
  - 3. B + 54 with Master’s Equivalency: 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 Bachelor’s Degree.

4. B + 72 with Master's Equivalency: 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 + 90 with Master's Equivalency: 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. Master's Degree: 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, 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 teachers except in response to a specific District program need, and degrees in law and religion.
  7. B + 54 with Master's Degree: Transcripts must be submitted showing a Master's Degree conferred. At least 24 semester hours of credit must be graduate level courses.
  8. B + 72 with Master's Degree: 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 Degree: 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: 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, 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 pre-approved. All credit courses offered through the ~~Professional~~ **Teaching and Learning** Department without restrictions will count for salary advancement for members. The appropriate instructional department and the ~~Professional~~ **Teaching and Learning** 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 members. Such approvals shall be issued within ten (10) working days of receipt by the District when registration deadlines require. Credit for non-college work,

(15 contact hours equals 1 credit) sponsored by the Anchorage School District **Professional Teaching and Learning** Department, may be granted by the District.

The **Executive Senior** Director of the **Professional Teaching and Learning** Department will use the following criteria when determining pre-approval for college and non-college courses:

1. How closely an individual request matches current district sponsored initiatives;
  2. How closely an individual request matches the member's current assignment;
  3. The course request will increase the teaching performance of the individual member.
- C. Salary placement credit will be allowed for physical and occupational therapists, speech therapists, audiologists, psychologists, nurses and Type C or M certificated members for coursework including non-credit college workshops, continuing education courses, and clinics if the above members do not have access to college credit coursework or are required to take such courses to meet licensing standards. Approval by the **Executive Senior** Director, **Professional Teaching and Learning** Department 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 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 Commission on Higher Education; The New England Association of Schools & Colleges; The Higher Learning Commission; The Northwest Commission on Colleges and Universities; The Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.

## **117 INITIAL SALARY PLACEMENT FOR VOCATIONAL EXPERIENCE**

- A. 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 C certificated members with work experience in an educational institution shall be granted to the same limit as applies when completing initial placement for members with Initial, Professional, or Master teaching 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 member's assignment. Initial placements will not be modified for members who move from regular positions to those in which work experience might have been considered at time of placement.
- C. Type C or M certificated 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 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. Transcripts of this formal training are required.

- D. Work experience used for vocational salary credit must be verified in the member's personnel file.
- E. Once a Type C or M certificated 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 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~~ **Talent Management Department**. 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 member to the ~~Human Resources Office~~ **Talent Management Department** no later than the 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 transcripts showing credit earned and the 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. **The District may offer a monetary incentive in addition to regular salary to a member whose assignment is in a school or program determined by the District to require resources necessary to meet Board goals.**
- D. **The District may offer moving expense reimbursements or other recruitment incentives to newly-hired members when deemed appropriate by the District.**
- E. Salary Placement Errors
  1. ~~If discovery of erroneous information causes the denial of a lateral salary advancement, a member shall have the option of being placed temporarily on the denied column if the District has given erroneous information to the 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 member must complete whatever coursework is required to make the salary placement proper. In the event the required coursework is not completed by the beginning of the next school year, the 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 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 Article 120 C.1., rests with the affected member. Evidence of an earlier~~

~~erroneous salary placement that is continued and affects the instant situation would meet this burden of proof. A member's unsubstantiated allegation that verbal information received from the Human Resources Office led to the error would not sustain the member's burden of proof.~~

- ~~3. A member who 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 Article 120 C.1.~~
4. **1.** If a 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.~~ **2.** 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 member will be required to reimburse the other for any back pay.
- ~~6.~~ **3.** The initial responsibility for determining salary placement rests with the ~~Human Resources~~ **Talent Management** Department. 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 member shall receive annual salary in the following manner:
  1. Employees hired prior to June 1, 2017 and receiving ten salary payments will continue to receive ten salary payments until such time they elect an alternative payment schedule.
  2. Twelve payments, nine of which shall be paid on the basis of 1/12th of the annual salary and due on the District 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, the tenth and 11<sup>th</sup> consisting of two payments for the months of July and August, due on the last working day of the school term, and the 12<sup>th</sup> payment released on the regularly scheduled monthly June payroll.
- B. A member's per diem shall be the member's annual salary divided by the 182 workdays in the school term.
- C. Members will have regular pay, addenda, cash-in of personal leave, and mileage reimbursements automatically deposited in any financial institution of their choice.
- D. If there is a substantial change in the school calendar, the District will meet with ~~AEA~~ **the Association** to discuss payment options.

### 135 CONTRACT EXTENSION

- A. Compensation for contract extensions shall be calculated at the per diem rate of the member. When member contracts are extended, notification shall be ten weeks in advance, unless otherwise mutually agreed. Contract extensions will be concurrent to the beginning or ending of the school calendar.
- 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 member may be paid a lump-sum amount. 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

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~~ **acceptance of the addendum and completion of the** necessary addenda **form**.

- A. Activities authorized by the ~~Board~~ **District** 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	1000.00	1575.00	1840.00	2100.00	2520.00	3150.00	4725.00

#### B. School Activities

Activities	High School	Middle	Elementary
Basketball, Head Coach	7	5	
Assistant Coach(es)	6	4	
Cheerleader, Head Coach (per sport)	6		
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		
Drill Team Coach	2		
Football, Head Coach	7		
Assistant Coach(es)	6		
Forensics-Speech	3		
Gymnastics, Head Coach	7		
Assistant Coach(es)	6	4	
Hockey, Head Coach	7		
Assistant Coach(es)	6	4	
Intramurals (per activity)	1	1	
*Interschool academic competition	1	1	1
Rifle, Head Coach	7		
Assistant Coach(es)	6		

Soccer, Head Coach	6		
Assistant Coach(es)	5		
Swimming, Head Coach	7		
Assistant Coach(es)	6		
Student Council (all year)	4	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	
Drama (per production)	4		
Drama (Middle Level, all year)		2	
Honor Society	1	1	
Music (per activity)	1	1	1
Newspaper Advisor (per semester)	3	1	
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 8 Level 1 addenda, to be determined by the principal. Members may provide input to the principal for consideration.

- 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 Article 150 H. if the activity requires more than 20 hours outside the normal workday 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~~ **District** are defined as ~~Board~~ **District**-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 member and supervisor. ~~No request for volunteer sponsors will be circulated among members, posted in any building, or in any manner communicated by principals, except in response to specific requests for such information by a 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.
- 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 member to qualify for an addendum. Likewise, the District may divide a single activity between two or more members or prorate salary payments for an activity of less than 40 hours.
- I. In filling added duty positions during the school year, openings will be ~~posted~~ **noticed** 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. ~~Posted~~ **Vacancy announcements** must specify whatever special qualifications are required. ~~The opening will be posted throughout the District.~~ A minimum of three Bargaining Unit candidates will be interviewed if at least that number has applied. In assessing the qualification of applicants, the District shall give preference to Bargaining Unit applicants as long as their qualifications are relatively equal. If the District determines that a Bargaining Unit 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. Added duty assignments may be terminated with 45 calendar days written notice. Notice in advance of 45 calendar days will also be provided, to the degree possible, of the elimination of a member's added duty assignment.
- K. ~~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 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 to address performance concerns of an added duty activity addendum holder.~~
- L. The District will commit \$30,000 during the life of this agreement to reimburse members 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 member who serves as Department Chair shall be paid according to the following schedule:

Number of members reporting to a Department Chair	Range (per Article 150 A.)
3-8	Range 5
9-17	Range 6
18 or more	Range 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 members. Department Chairs may provide input on a member’s evaluation.

B. Department Chair in Special Education

The District may elect to create and support Special Education Department Chair positions. A 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 members and Teacher Assistants reporting to a Department Chair	Range (per Article 150 A.)
3-8	Range 5
9-17	Range 6
18 or more	Range 7

Department Chairs shall not be responsible for evaluation or supervision of members. Department Chairs may provide input on a member’s evaluation.

C. Elementary

The principal may designate addenda for the following positions:

1. Elementary Curriculum Contact

This position provides support to members, training, or other areas determined to be of need to the school.

2. Technology Assignment

This position provides support to members, training, maintenance of equipment, or other areas determined to be of need to the school.

3. Student Support Team Coordinator

This position provides support to team members, training, scheduling of meetings, development and coordinating of agendas, notification to attendees, or other areas determined to be of need to the school.

4. Test Coordinator

This position provides support to coordinate state & district tests at the school.

These positions shall carry a Range 1 addendum **except for the Technology Assignment which will be either a Range 3 addendum (school enrollment 374 students or less) or Range 4 addendum (school enrollment 375 or more)** and will be selected in the same manner and operate under the rules established in Article 150. No member shall be required to serve in these positions. Positions of less than forty (40) hours shall be compensated on a prorated basis provided the maximum number of compensated hours is clearly stipulated in the addendum. Individuals holding these positions are automatically released at the end of the school year.

**5. Other positions deemed necessary by the Elementary Education division.**

D. Elementary Teacher-in-Charge

1. A 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 member designated by the principal as teacher-in-charge for the school year will be paid at Range 3 as provided in Article 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 **the building** ~~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.

E. Secondary

1. A member designated by the principal as a 504 coordinator for the school year will be paid at Range 2 per semester as provided in Article 150, Added Duty Activities. Pay will be prorated while serving for less than a full school term.
2. A member designated by the principal as a test coordinator for the school year will be paid at Range 1 per year as provided in Article 150, Added Duty Activities. Pay will be prorated while serving for less than a full school term.

F. Building School Liaison for New Hires

Should a principal choose to participate in the AEA/ASD building induction program, an AEA building liaison will be selected from the staff at the site and paid a Range 1 addendum as provided in Article 150 Added Duty Activities. Liaison responsibilities developed by the AEA and ASD will be provided to the liaison prior to the signing of the Range 1 addenda. No member shall be required to serve in these positions.

G. Summer School Assignment

Summer school assignments are for one summer school term only and all members are automatically released at the end of the term and must reapply for future summer school opportunities. All positions will be posted and the qualifications required shall be listed on the PVA. Participation in any summer teaching activity will be voluntary.

1. 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~~ **managed by** the ~~Human Resources Office~~ **Talent Management Department** and ~~in all schools and postings~~ shall list any special qualifications required. District candidates will be considered first. ~~By consideration is meaning~~ that **District** 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.
3. Summer service provided to Special Education students will be arranged by the Special Education Department.

## 160 AUTOMOBILE ALLOWANCE

- A. 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 member to the first nor from the last duty station.

Should the federal mileage reimbursement rate change, the rate will be adjusted prospectively. Mileage driven between July 1 – September 30 must be submitted for reimbursement by October 15, mileage driven between October 1 – December 31 must be submitted for reimbursement by January 15, mileage driven between January 1 and March 31 must be submitted for reimbursement by April 15, and mileage driven between April 1 – June 30 must be submitted for reimbursement by July 15th.

## 170 DISABILITY RETIREMENT

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

## 200 SERIES – INSURANCE BENEFITS

### 205 HEALTH BENEFITS

**Contributions made for health insurance may only be used for the District’s comprehensive health benefits plan.** For the ~~2018-2019~~ years **2021-22, 2022-23 and 2023-24**, the District shall contribute toward the cost of health care, \$~~1,645~~ **1695** monthly per eligible member (.75 or greater FTE) who elects health coverage. ~~In 2019-2020 and 2020-2021 the District shall contribute \$1,695 monthly per eligible member.~~

**The following is offered for illustrative and informational purposes only to describe the District’s health plan as compared to the Public Education Health Trust (PEHT). All employees in the District’s health plan currently may access ASD’s Vera Care Center for preventive and acute care at little to no cost.**

**Employee contribution rates listed below are based on ten (10) contributions per year:**

<b><u>FY21 Employee Contribution Rates (10-pay)</u></b>	<b><u>ASD PPO</u></b>	<b><u>PEHT Plan C</u></b>	<b><u>Comparative Savings</u></b>
<b><u>TIER</u></b>	<b><u>Employee contribution (10 per year)</u></b>	<b><u>Employee contribution (10 per year)</u></b>	<b><u>Employee annual savings: ASD PPO compared to PEHT Plan C</u></b>
<b><u>Employee only</u></b>	<b><u>\$160.00</u></b>	<b><u>\$320.40</u></b>	<b><u>\$1604.00</u></b>
<b><u>Employee +spouse</u></b>	<b><u>\$200.00</u></b>	<b><u>\$372.54</u></b>	<b><u>\$1725.40</u></b>
<b><u>Employee +children</u></b>	<b><u>\$190.00</u></b>	<b><u>\$363.06</u></b>	<b><u>\$1730.60</u></b>
<b><u>Employee +family</u></b>	<b><u>\$225.00</u></b>	<b><u>\$415.20</u></b>	<b><u>\$1902.00</u></b>

<u>FY21 Employee Contribution Rates (10-pay)</u>			
	<u>ASD Consumer Driven Health Plan (CDHP)</u>	<u>PEHT Plan F</u>	<u>Comparative Savings</u>
<u>TIER</u>	<u>Net Employee contribution (10 per year)*</u>	<u>Employee contribution (10 per year)</u>	<u>Employee Annual Savings: ASD CDHP compared to PEHT Plan F*</u>
<u>Employee only</u>	<u>\$0.00</u>	<u>\$128.40</u>	<u>\$1284.00</u>
<u>Employee +spouse</u>	<u>\$0.00</u>	<u>\$153.60</u>	<u>\$1536.00</u>
<u>Employee +children</u>	<u>-\$50.00</u>	<u>\$148.80</u>	<u>\$1988.00</u>
<u>Employee +family</u>	<u>\$30.00</u>  <u>*includes ASD contribution of \$750 to HSA/HRA for individual and \$1500 for other tiers</u>	<u>\$175.20</u>	<u>\$1452.00</u>  <u>*accounts for ASD annual contribution to HSA/HRA (\$750/\$1500)</u>

<u>FY22 Employee Contribution Rates (10-pay)</u>			
	<u>ASD PPO</u>	<u>PEHT Plan C</u>	<u>Comparative Savings</u>
<u>TIER</u>	<u>Employee contribution (10 per year)</u>	<u>Employee contribution (10 per year)*</u>	<u>Employee annual savings: ASD PPO compared to PEHT Plan C*</u>
<u>Employee only</u>	<u>\$170.00</u>	<u>???</u>	<u>???</u>
<u>Employee +spouse</u>	<u>\$230.00</u>	<u>???</u>	<u>???</u>
<u>Employee +children</u>	<u>\$200.00</u>	<u>???</u>	<u>???</u>
<u>Employee +family</u>	<u>\$270.00</u>	<u>???</u>  <u>*as of 4/14/21, AEA/PEHT has not announced FY22 employee contribution rates</u>	<u>???</u>  <u>*as of 4/14/21, AEA/PEHT has not announced FY22 employee contribution rates</u>

<u>FY22 Employee Contribution Rates (10-pay)</u>			
	<u>ASD Consumer Driven Health Plan (CDHP)</u>	<u>PEHT Plan F</u>	<u>Comparative Savings</u>
<u>TIER</u>	<u>Net Employee contribution (10 per year)*</u>	<u>Employee contribution (10 per year)*</u>	<u>Employee Annual Savings:** ASD CDHP compared to PEHT Plan F*</u>
<u>Employee only</u>	<u>\$-15.00</u>	<u>???</u>	<u>???</u>
<u>Employee +spouse</u>	<u>\$-20.00</u>	<u>???</u>	<u>???</u>
<u>Employee +children</u>	<u>\$-\$60.00</u>	<u>???</u>	<u>???</u>
<u>Employee +family</u>	<u>\$10.00</u>  <u>*includes ASD contribution of \$750 to HSA/HRA for individual and \$1500 for other tiers</u>	<u>???</u>  <u>*as of 4/14/21, AEA/PEHT has not announced FY22 employee contribution rates</u>	<u>???</u>  <u>*accounts for ASD annual contribution to HSA/HRA (\$750/\$1500)</u>  <u>**as of 4/14/21, AEA/PEHT has not announced FY22 employee contribution rates</u>

This contribution shall be transmitted to the PEHT account 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.

- A. The District will apply the full amount of waiver funds retained in prior fiscal years to the members' portion of the premium amount on a monthly basis until the retained funds from the prior fiscal years are expended.

The District will deposit a one-time payment of 1.9 million into the waiver/reserve fund on or before February 1, 2019.

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

- B. ~~The following procedures will be adhered to with respect to the timing of the District's contribution of funds to the PEHT:~~
- ~~• The District will run an initial eligibility report, and based on that report will transmit the agreed upon District contribution per member times the number of members on the initial eligibility report to the PEHT within five District working days of the first of the month.~~
  - ~~• Prior to running the next month's eligibility report, the District will reconcile the actual number of eligible members with the number on the initial eligibility report, make any necessary adjustments and include any credit or debit adjustment with the next remittance of District contributions. A possible exception may occur with the June payment: if the reconciliation for June indicates the District needs to take a credit, it will be deducted from the June transmittal of the deductions taken from members' checks.~~
  - ~~• Failure to meet the deadlines for District contributions more than four times in one fiscal year will subject the District to a late payment penalty of one hundred ten (\$110.00) dollars per day for each day beyond the 5<sup>th</sup> District working day of the month for the remaining contributions deadlines in that fiscal year.~~
  - ~~• Deductions from AEA members' checks for health insurance will be transmitted within five District working days following the issuance of the members' checks.~~

~~The details of the health plan for members shall be determined by the Association, in accord with its agreement with the PEHT.~~

- ~~1. During open enrollment, the District shall make available to members the enrollment/waiver form as supplied by the Association.~~

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

- C. ~~Benefits provided shall be described in an electronic format by the Association and made available to all members. The Association shall convey changes in services or benefits in writing to all members, as deemed appropriate and necessary.~~
- D. ~~Members on District-approved long-term unpaid leave, laid-off members, or 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 (**COBRA**) of 1986. All arrangements for such continued coverage must be made with the appropriate representatives of the PEHT, or designee, in coordination with the District's Benefits Department.~~

- E. ~~The following conditions apply to members who are resigning or retiring at the end of a school year:~~
- ~~1. Members who submit a Notice of Resignation for the purpose of retirement with an effective date of the last day worked in a contract year, by 5:00 p.m. on the last District workday in March of that contract year, will have their health care coverage continued through June 30. The member will be responsible for any employee contribution amounts owed for the month of June.~~
  - ~~2. Members who submit paperwork resigning from their position with the District effective on the last day worked in a contract year, by 5:00 p.m. on the last District workday in March of that contract year, and who have not obtained coverage through another employer, will have their health care coverage continued through August 31. The member will be responsible for employee contribution amounts owed, if there are any, for the months of June, July and August.~~
  - ~~3. Members planning to apply to teach summer school prior to their retirement or resignation will submit a Notice of Resignation for the purpose of retirement or resignation to the District, effective on the last working day of summer school, by 5:00 p.m. on the last working day of March. If not selected to teach a summer school session, their last working day will be changed to reflect the last working day of the contract year. These members will continue to have health care coverage until they begin receiving retirement medical coverage, but in no case later than August 31<sup>st</sup> of that year.~~
  - ~~4. Members who qualify for and elect disability retirement after the last workday in March but prior to the start of a new contract year will continue to have health care coverage up to the beginning of the month they start receiving disability retirement medical coverage, but in no case later than August 31<sup>st</sup> of that year.~~
  - ~~5. Members who are retiring prior to the start date of a new contract year, but who will not reach retirement age until July or August following the end of a contract year, will have their health care coverage continued up to the month they begin receiving retirement medical coverage—but no later than August 31<sup>st</sup>—provided they submit a Notice of Resignation for the purpose of retirement, effective at the end of the month in which they reach retirement age, by 5:00 p.m. on the last District workday in March of that contract year.~~
  - ~~6. Members who notify the District of their resignation after the last ASD workday in March but before the last workday of the school year, will retain coverage through the end of the month in which their last workday occurs.~~

Members who submit their notice of resignation to the District after the last work day of the school year will lose their coverage at the end of the month in which their notice of resignation was submitted. Said members shall then be responsible for both the employer and employee contribution for any months of coverage received after May. Failure of the member to pay both these amounts to the ~~NEA Health Plan Trust~~ **District** will result in the matter being sent to a collection agency.

## **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 member's annual salary rounded to the next higher \$1,000 to a maximum of \$100,000 as described in the insurance policy between the District and the insurance carrier. 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 the insurance policy between the District and the insurance carrier.
- B. 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. Member contributions shall be made by payroll deduction.
- C. 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 the insurance policy between the District and the insurance carrier.
- D. Upon termination, a member may elect to convert the life insurance coverage provided by the District during the period of the member's employment. If such election is made, the terminated 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 member immediately prior to the member's termination.

## **212 EMPLOYEE ASSISTANCE PROGRAM/COUNSELING**

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

## **215 WORKERS' COMPENSATION**

- A. 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. While on leave with a compensable injury, members may elect to supplement their income by drawing from their accrued sick leave on a basis of one-half day sick leave for each day on workers' compensation, or may elect not to use any sick leave. Once the option to use or not use sick leave is elected by the member, it will remain in effect until the 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. Members

with compensable injuries, on leave under provisions of this Article, are ineligible for Sick Leave Bank withdrawals.

- B. The District shall reimburse the members for costs, through workers' compensation, of replacing or repairing their dentures, eyeglasses, hearing aids, or similar appurtenances that 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 member to protect self, another 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 member must notify the supervisor within 48 hours of occurrence.

## **220 LIABILITY INSURANCE**

- A. The District shall insure or indemnify and protect members from claims, demands, suits or judgments, as prescribed in AS 14.12.115 ~~and Board Policy 729.4~~, 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 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. Members are encouraged to obtain their own coverage for personal property. In catastrophic situations, where the loss exceeds the District deductible, affected 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/department supervisor.

### **305 CIVIC LEAVE**

A member may be granted, at the discretion of the Superintendent **or designee**, 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 serious illness or accident requiring hospitalization of a member's immediate family member, the member at that time shall be entitled to use up to ten (10) days of sick leave. If twelve (12) percent of the member's sick leave balance on June 30 of the prior~~

~~school year represents an amount greater than the ten days referenced above, the member may instead use twelve (12) percent of the June 30 sick leave balance in cases of serious illness or accident requiring hospitalization.~~

~~Emergency Leave days may only be used from the individual's personal sick leave accrual.~~

~~If more than one 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 310 C. below). No sick leave is available for leave extensions under FMLA.~~

- ~~B. In case of a serious illness or accident to a member's immediate family member that requires medically authorized confinement other than hospitalization and which requires the presence of the member, the member shall be entitled to use sick leave in accordance with Article 310 A.~~

~~A physician's statement may be required to verify the requirement of the presence of the member. Leave without pay may be taken instead of sick leave, at the option of the member. Per Article 360 D. personal leave must be exhausted before LWOP can be taken.~~

- ~~C. Immediate Family~~

~~Immediate family includes the 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 member, and any other relative deemed appropriate by the administrator.~~

## **312 BEREAVEMENT LEAVE**

- A. In cases of death in the immediate family (as defined in Article 310C), the member shall be entitled to use up to five (5) days of sick leave. If the circumstances require out of state travel, the employee shall be entitled to use up to seven (7) days of sick leave. The leave must be taken within thirty (30) calendar days of the date of death. Exceptions to this time frame must be approved by the Chief Human Resources Officer.

## **320 LEGAL LEAVE**

- A. If suit is brought against a member for actions taken within Board Policy and the scope of employment, the member shall be entitled to paid leave for any periods of work missed while participating in such proceedings.
- B. No member is entitled to paid legal leave when the member is involved in personal litigation or is a plaintiff in action being taken against the District. Personal litigation is defined as participation in a legal proceeding involving the member or individuals defined in Article 310 C.
- C. If a member misses work because of jury duty, or if a member is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding **involving the District** in which the member is not a plaintiff or defendant, the member shall be entitled

to paid leave. The member will return to the District any money in excess of required meal and parking expenses. Money received for non-work days shall be kept by the member.

- D. A member dismissed from jury duty shall return to duty as soon as possible. The member shall not lose his/her duty-free lunch.

### 330 PERSONAL LEAVE

**Members earn and accrue personal leave while in paid status at their current contract full-time equivalency (FTE). Paid status is defined as the member receiving contract pay or while on any District paid leave. Members do not earn personal leave while on unpaid leave, regardless of reason.**

**Members earn up to five (5) personal leave days per contract year while in paid status based on the following formula:**

**Five (5) personal leave days / 182 contract days = 0.0275 daily personal leave accrual rate**

**Members working less than 1.0 FTE accrue personal leave while in paid status using the same formula above, however personal leave earned is at the current contract FTE when earned. For example, a .80 FTE member may earn up to five (5) personal leave days per contract year, and each day earned would be at the .80 FTE (6.4 hours). Members who change FTE during the contract year will have their personal leave balance adjusted to reflect the current FTE.**

**Example: .50 FTE (3.75 Hrs)      62 days in paid status      1.70 personal leave earned (6.38 Hrs)**

**.80 FTE (6.00 Hrs)      120 days in paid status      3.30 personal leave earned (19.80 Hrs)**

**Personal leave balance at current .80 FTE is 4.36 days (26.18 hours)**

**Members are required to use the District's time and attendance system when requesting leave, including personal leave cash out. All leave requests require supervisor approval. Leave requests, including leave cash out, will be processed with the next regularly scheduled payroll, in accordance with the established policies and procedures.**

**Members may cash out up to a maximum of five (5) earned personal leave days at any time during the work year. Cash outs cannot be requested prior to the member starting their contract for the current work year.**

~~Full-time members shall be entitled to five days of personal leave with pay each year. Part-time members shall be entitled to personal leave as determined by the following formula:~~

$$\text{Contract time assignment} \times 5 = \text{days per year of leave}$$

~~No more than five personal leave days may be carried over from one school year to the next.~~ **Earned but Unused** personal leave days in excess of five will be cashed out at the end of the school year at the member's per diem rate for that year. ~~A member may cash out previously accrued unused personal leave days at any time up to a maximum of 5 days. A member wishing to cash~~

out leave must notify payroll by the 1st of the month in which the member wishes payment 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. 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 Article 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 member. For example, a college graduation of a member's child would qualify while the 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 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 members requesting leave for any one day exceeds 10% of the teaching staff or two 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 member at least 12 hours prior to the leave time **unless the request was received less than 24 hours prior to the beginning of the leave period**;
- F. Evening High School members not under contract and summer school members during that period of employment are not eligible to earn or use personal leave.
- G. **Requests for personal leave may be denied if the member has been absent for ten percent (10%) of student contact days for the year regardless of the reason(s) for absence(s).**

### **332 RELIGIOUS OBSERVANCE LEAVE**

Members whose religions require their absence from school shall be granted necessary leave days. Members will first use personal leave days then unpaid leave. If a member has exhausted personal leave days for religious observances and later in the school year requires personal leave for major life events, the 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 Article 332. The District reserves the right to request validation of absence for religious observance leave.

### **335 PROFESSIONAL LEAVE AND DEVELOPMENT**

**Five hundred (500)** ~~Seven hundred fifty (750)~~ 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 members for attending District-approved voluntary training on non-school days. ~~Five hundred 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 database of professional leave usage across the District. The data collected shall include member name, year of award, amount of award, its purpose, and name of the school or program.~~

A. ~~Unit~~ **Professional leave and development** days and stipends shall be awarded by **the Elementary or Secondary Divisions, Special Education Department, or Teaching and Learning Department**; ~~selection committees, chaired by the principal or supervisor. Each committee shall establish selection criteria that are based on District goals. Leave requests that are supported by the committee after the Bank is exhausted may be granted to a member willing to pay the cost of their substitute with the approval of the principal and Professional Learning Department. Following the committee process the candidate who was awarded days will~~ **to candidates who have** formally **applied** through the District identified process. ~~This process will confirm principal and District approval, as well as allow 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 Professional Learning 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 member;~~
- ~~2. recency of professional leave used by the applicant;~~
- ~~3. availability of days and stipends.~~

~~Those denied requests may appeal to the Chief Human Resources Officer or designee. Twenty-five percent 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.~~

### **345 SICK LEAVE**

A. 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 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 member not fulfill the full teaching contract for any reason.

B. Cumulative sick leave earned by a 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 members shall be notified of the Regulations.

The newly hired 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 member cannot use previously accumulated sick leave unless the member has begun the teaching contract.
- D. A member on approved leave may retain cumulative sick leave for the leave period, unless otherwise restricted in this agreement.
- E. A member may use accrued sick leave for personal injury, personal illness, or for the illness or welfare of a person in the member's immediate family, as defined in Article 310. **Members will make reasonable efforts to obtain** ~~Leave used for immediate family shall be available only until a person can be obtained to care for the immediate family member~~ **in order to limit the use of leave.**
- F. For purposes of Article 345, conditions related to childbirth shall be considered the same as any other medical condition. A 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 **from a qualified medical provider.**
- G. In the case of emergency or sudden 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. 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 member is sufficiently well to perform teaching duties, the District may require a statement from the member's ~~physician~~ **qualified medical provider** or may require the member to submit to an examination by a ~~physician~~ **qualified medical provider** of the District's choosing. If the District requires an ~~physician's~~ examination and statement **from a qualified medical provider under this section,** all ~~any~~ costs will be paid by the District.
- J. A false statement by the member regarding sick leave is sufficient grounds for cancellation of the **member's employment** contract and **will provide the basis for a complaint to the Professional Teaching Practices Commission** for recommendation for revocation of the **member's** teaching certificate.

### **346 CATASTROPHIC LEAVE**

A 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 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~~ **Association** 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 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 member. Awards in a given school year shall be limited to no more than twice the number of sick leave days accrued by the 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 5,000 days at the beginning of a school term, the above one-half day contribution to the bank will be deferred, except for new members, for the school year or until such time that the days in the Bank number 2,000.
- C. A newly hired member electing not to join the Sick Leave Bank will inform the ~~Human Resources Office~~ **Talent Management Department** in writing within 15 calendar days after the 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. Current members electing to join or withdraw from the Bank will inform ~~Human Resources~~ **Talent Management** in writing during the annual open enrollment period of September 1-15.
- 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 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 member who terminates from the District may elect to donate up to 10 days of accumulated sick leave to the Sick Leave Bank. Less than full time FTE members are not eligible for the above provision.

### **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~~ **District**. When such leave is approved, the member shall receive regular District salary, up to a cumulative total of 16.5 days per school year. Military leave in excess of 16.5 days will be in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

### **360 UNPAID LEAVE**

- A. Short-Term Unpaid Leave

1. Upon request, a member shall **may** be granted three days of unpaid leave per school year, subject to the provisions of item 3, below. This leave may be **granted or** extended at the discretion of the Chief Human Resources Officer. Short-term leave need not be taken consecutively.
2. The District shall be given five workdays notice of intent to take unpaid leave, unless a verifiable emergency exists.
3. Personal leave restrictions, with the exception of notification, shall apply to short-term unpaid leaves.

B. Long-Term Unpaid Leave (**Outside of FMLA/AFLA**)

1. Requests for long-term leaves (more than 10 workdays) shall be granted for a full year or may be granted for a semester or the balance of the school year to tenured members. Long-term unpaid leave will not be granted to a member on a Plan of Improvement, or to a member who has taken **any** long-term unpaid leave **of a duration of more than ten (10) workdays** ~~which extended to the end of a school year~~ within the last five years. Requests for unpaid medical leave must be accompanied by a ~~physician's~~ **qualified medical provider's** statement of inability to perform duties which is acceptable to the District. **The Chief Human Resources Officer or designee will determine if a member may use accrued sick leave during an approved long-term unpaid leave that is due to the member's own documented medical need.**
2. Applications for long-term unpaid leave **other than those related to the member's own documented medical reason** must be received by ~~July~~ **March 15 for the upcoming school year. Applications for the member's own documented medical reason must be received by July 15.**; ~~Other~~ requests will be reviewed on a case by case basis **by the Benefits Department.**
3. ~~Upon request,~~ **A member may request to extend the current period of long-term unpaid leave** ~~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 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 member, upon request, shall be reassigned to preference of vacancies. The Association is responsible for all employer costs associated with this leave.

D. Unpaid Leave Conditions

1. Upon return from an approved long-term leave, a member shall be assigned on a position-available basis.
2. A member may request to return from unpaid leave earlier than originally approved.

3. A 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 member retirement statutes.~~
4. ~~The Board shall continue the retirement contributions toward the salary the member would have received when the member pays the District and member contribution as required by state law. The payments may be made on a monthly basis.~~ **Members who are in TRS Tiers I or II are eligible to purchase service credit for the period covered by the long-term unpaid leave. Contributions for leave without pay are required and based on the salary that the member would have earned had the member continued to work instead of taking the unpaid leave. Under Alaska State Retirement System rules, Tier III members are not eligible to purchase service credit for the period of leave without pay.**
5. ~~Both personal and sick leave must be exhausted before unpaid medical leave may be used.~~
6. Leave requests shall indicate whether the leave is for medical, study, recreation, home/family, business, association work.
7. Notice of intent to return from leave must be ~~given to the~~ **received by 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~~ **received by** the District by November 15, if on leave for first semester only. ~~If such timely notice is received, the District shall make available to the teacher a list of current vacancies.~~
8. ~~Teachers~~ **Members** who fail to give proper and timely notice of their intent to return from leave may be ~~terminated~~ **dismissed from employment** by the District.

### 365 FAMILY/ and MEDICAL LEAVE PROVISIONS

- A. Procedures governing access to leave under the Family and Medical Leave Act (FMLA) or Alaska Family Leave Act are as follows:
  1. Procedures for FMLA eligibility shall be in accordance with the Acts;
  2. Employees may be required to submit fitness-for-duty forms prior to return to work;
  3. The District shall make available on its website a link to the Benefits Department which will contain FMLA information. A copy of the ~~Anchorage School District's Family Medical Leave Policy, which complies with the Alaska Family/Medical Leave Act and the Family Medical Leave Act of 1993,~~ **Leave Rights and Responsibilities document** is also available ~~upon request from~~ **on** the Benefits Department's **webpage**. Additional Benefit information is available ~~on the District's website or from the District Leave Specialist.~~
  4. Insurance benefits will be retained in accordance with the Acts. Employee **Members** will be responsible for any employee contributions to retain benefits.

- B. 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, ~~in accordance with the Alaska Family/Medical Leave Act and the Family Medical Leave Act of 1993.~~ No member shall have access to the Sick Leave Bank for purposes of adoption.
- C. Non-birth parents may use up to ten days of their accrued sick leave for leave immediately following the birth of their child.

### **368 LEAVE DONATIONS**

- A. Solicitation of donations of leave by individuals, or the donation of leave between individual employees, is not permitted.
- B. Sick leave bank members 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.
- C. The Association shall have the availability to solicit up to a maximum of 250 days of leave donations each contract year to be added to the pool. Unused days remaining in the pool can be carried over each year to a maximum of 200 days, for a total pool of 450 days. The ~~Chief Human Resources Officer~~ **Labor Relations office** and the AEA President will track leave solicitation each contract year. Upon request by the Association, the Chief Human Resources Officer **Labor Relations office** will notify the Sick Leave Bank Committee and the AEA President of any unused carryover balance available for solicitation at the end of a contract year.
- D. All requests for leave donations from the general membership must be directed to the Sick Leave Bank, and meet eligibility requirements in accordance with Article 368 B. The Sick Leave Bank Committee will structure rules for an award of donated days. The intent of an award of donated leave days is to provide assistance by way of extending the number of days in paid status to a member in a life-threatening/career ending situation. The member must have exhausted all other options before a recommendation for an award can be made. The rules must comply with Article 368. Upon recommendation from the Sick Leave Bank Committee, the AEA President will solicit donations from the membership.
- E. Individuals on Articles 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.

### **380 SHARED TEACHING – (ELEMENTARY)**

- A. Members may request shared-time assignments by submitting complete electronic applications to ~~Human Resources~~ **Talent Management** prior to April 15. A complete application would include the required principal, executive director, and HR approval authorizations. If a job share involves a transfer of location, the job share may be approved prior to spring staffing meetings. Responsibilities for scheduled faculty meetings, open house, parent-teacher conferences, in-service education sessions, and MDT meetings shall be mutually decided by the 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. These members will share the responsibility of one member without increasing District costs. 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 member. If one member remains, the 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 member who originally held the shared position shall be returned to full-time status in that position. The other member shall be returned to a position consistent with Article 413. If the shared-time position had not been previously held by either member, both members shall be assigned consistent with Article 413.
- D. Shared-time members will divide preparation/planning time, but their total preparation/planning time will not exceed that required of one full-time member.
- E. Hire date shall not be adjusted as a result of shared teaching.
- F. 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**

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 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**

Members enjoy academic freedom in the District. Members are free to present instructional materials that 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.

Members have a professional responsibility to meet student learning styles and differentiate instruction. Educators prepare lesson plans, adjust lessons, utilize supplemental teaching materials, create an appropriate learning environment, and administer appropriate assessments.

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 member's course content. 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.

Members may provide additional time for physical activity in keeping with school schedules and District expectations and state requirements.

~~The submission of lesson plans shall only be required for a member on a plan of growth or a plan of improvement, or if the Administrator has a specific previously documented performance concern.~~

### **403 SERVICES FOR STUDENTS RECEIVING SPECIAL EDUCATION SERVICES**

~~The District and the Association are committed to providing the best possible education for all students. To help prepare members to address the great variety of student needs, the following is provided:~~

- ~~A. If, in the judgment of the Individual Education Plan (IEP) team, supplemental supports and services are needed for the 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 options available during the work day, state released professional development days, evenings, and weekends to affected members in at least, but not necessarily limited to, the following areas:~~
- ~~1. The various methods required to work with the special needs of students with disabilities in order to integrate them effectively into regular classroom instruction.~~
  - ~~2. Alternative instructional strategies which enable them to utilize appropriate interventions, i.e. behavior support, de-escalation, to support a variety of behavioral needs and learning styles within a given classroom environment.~~
  - ~~3. Familiarity with the use of resources and materials available for working with students with disabilities.~~
  - ~~4. Methods and skills to develop and convey to other students in the class an appropriate sensitivity to the needs and feelings of students with disabilities.~~

- ~~5. Methods and skills to assist in assessing students with disabilities, to help determine eligibility, and to evaluate the students' progress.~~
  - ~~6. Update of paperwork procedures and recordkeeping.~~
- ~~B. The District is committed to serve the needs of students in accordance with developed education plans as defined by Board Policy, State and Federal laws. The State of Alaska Special Education Handbook and Anchorage School District Procedure Guidance, which contains information regarding the implementation of Special Education and legal requirements, are available to all certificated staff through the District's intranet.~~
- ~~C. IEP teams will identify students with disabilities whose behavior interferes with their own learning and the learning of others. 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 IEP team will review and determine the least restrictive environment in meeting the needs of students with disabilities. In establishing the plan of service for a student with disabilities, 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 member and children in the regular class; and~~
  - ~~4. The costs involved so long as costs are not the sole determining factor.~~
- ~~E. As part of the team's discussion in the development of the draft individual educational plan, teachers will have the opportunity to provide input regarding the services for students. The District will make every effort to ensure that student services are reviewed often enough to ensure meaningful placement. To help in this regard:~~
- ~~1. The District will follow state of Alaska Special Education Handbook for IEP attendees. Members expected to implement plans of service contained in IEPs are free to express concerns to the district representative.~~
  - ~~2. IEP Team members are free to express concerns candidly during the development of the IEP;~~
  - ~~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 IEP.~~
  - ~~5. When possible, IEP meetings shall be scheduled within the workday, excluding elementary planning time and duty-free lunch, unless the member approves the exception. The District shall provide coverage for members required to be at the~~

~~meetings during student contact time. For meetings which last more than 15 minutes beyond the workday, a compensation plan (which may include flexing the work schedule) for the extended time shall be mutually developed by the member and the principal.~~

~~In the event of monetary compensation, it shall be paid at the rate of \$30.00 per hour, in half-hour increments, to members who are required to participate in IEP meetings.~~

~~When IEP meetings are prescheduled, it is a professional responsibility for members to schedule their workday to maximize meeting participation.~~

~~F. Members assigned students with disabilities shall be notified 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 students with disabilities shall be designated in the IEP as appropriate.~~

~~2. As part of the IEP team process, 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 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. To the degree possible, members shall be notified prior to the placement of a student 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. Current IEP~~

~~2. Functional Behavior Assessment (FBA)~~

~~3. Behavior Intervention Plan (BIP)~~

~~4. Student Summary Sheet~~

~~5. Identifications of violent behavior~~

~~H. Special needs equipment, materials and essential building modifications required for the implementation of 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 that will provide necessary privacy. The District will identify an area in each location and provide a printer for this purpose.~~

~~2. The District will make available a computer with appropriate software for use during IEP meetings.~~

3. ~~Essential equipment as determined by the IEP will be provided.~~
4. ~~Personal protective equipment (PPE) as required by OSHA will be provided to staff to support student needs.~~

~~I. Alternate Assessment~~

~~The District recognizes the impact of Alternate Assessment on Special Education members' work load. Members may receive release time to administer alternate assessment tests if there is an identified need as determined by Unit Administrator.~~

~~J. Release Time~~

~~Two days per quarter will be provided to each Special Education 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, child find duties, and consultation. This time is separate and distinct from regular planning time.~~

~~K. Special Education Standing Committee~~

~~The District agrees to maintain a Special Education standing committee to address issues that arise in Special Education. The committee will be comprised of the Chief Academic Officer (or designee), Senior Director of Special Education (or designee), principal(s), and AEA members who can represent Elementary Special Education, Secondary Special Education, and Related Services. The committee will identify issues, develop possible solutions and make recommendations to the Superintendent.~~

~~L. Behavior and Discipline~~

1. ~~ASD will provide supports and training for special education and regular education classroom teachers with students who exhibit violent and disruptive behaviors.~~
2. ~~Students who have been removed from the classroom for violent or severely disruptive behavior shall only be returned to the classroom after appropriate action has been taken. It is strongly encouraged that a meeting between the member, administrator, and parent occur prior to the student returning to the classroom.~~

#### **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 members for items of an instructional nature that are purchased by the 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 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 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 members are required to share a classroom and the learning environment is negatively impacted, the District will cooperate with affected members to modify the space to help decrease visual and auditory distractions.~~

#### **405 OFFICE EQUIPMENT**

- A. The District shall provide a telephone in each unit for 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 member's assignment. Unforeseen District budget constraints may require modification of this practice.
- C. ~~Every attempt will be made to provide every Itinerant/special members~~ **will be provided with** a space equipped with a desk, file cabinet(s) and storage space as needed **when possible**.

#### **407 PARENT-TEACHER CONFERENCES**

District scheduled parent-teacher conferences which are indicated on the school calendar will occur not more than twice per school year. Regular communication with parents is a professional responsibility. If a teacher is unable to attend District scheduled conferences, an alternative schedule for parent conferences will be cooperatively developed with the principal.

Schools may opt for an alternate event in lieu of conferences, with approval of the ~~Chief Academic Officer~~ **Academic Services division**.

An evening of regularly scheduled parent-teacher conferences or an alternate event in lieu of conferences shall be considered the same as Friday afternoon for the purpose of the definition of workday.

Any alternative conference schedules or alternate events in lieu of conferences proposed by individual schools, must be approved in advance by the ~~Chief Academic Officer~~ **Academic Services division** and AEA **the Association** 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 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. 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. there is given specific written permission to do so by the student's parent/guardian ~~and physician~~ **or qualified medical provider**;
- C. there is given instructions for medication, including identification, quantity, purpose and possible side effects by the school nurse;
- D. there is a form for keeping an accurate record of dosage as well as a secure storage place in the school ~~front office~~ **or nurse's 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 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 that 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 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, or long-term unpaid leave that extends through the end of the school year. Position vacancies that 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~~ **Talent Management Department** shall be announced as soon as practical on the District's ~~internet~~/web site, 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 member. Unit administrators will consider all of these criteria in the following order of importance: 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, 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 member's assignment and the member's assignment is changed, the member will be notified ~~immediately~~ **as soon as possible** 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 **whenever possible**.

~~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) for a member's assignment being involuntarily changed.

B. Voluntary Transfer

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

Members who desire a transfer shall submit an employee's transfer request using the electronic transfer request tool provided by the ~~Human Resources~~ **Talent Management** Department. Transfer requests will only be accepted for areas in which the applicant is qualified. Transfer requests can be submitted any time after January 1 and will remain active until December 15 of the same calendar year. Submission or revocation of a transfer request must be completed a minimum of ~~one (1)~~ **five (5)** workdays prior to a staffing meeting, if a staffing meeting is held.

The unit administrator will interview, if available, a minimum of three current member transfer applicants for a vacant position. Prior to the interview, the applicants shall provide a current resume and any supportive information in their transfer request. Principals will form and chair a committee of 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 may be included in the committee(s). The committee, or representatives from the committee, shall be invited to participate in actual interviews, when practicable. 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 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~~ **Office of Equity and Compliance (OEC)** requirements. A 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 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~~ **Talent Management** Department until required interviews are completed. A 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 term appointment 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 term appointment 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 term appointment is assigned and the unit administrator requests to employ the term appointment for that position, the position shall be offered without a vacancy announcement. ~~In such case the term appointment agreement shall be replaced with a regular member contract, and the member shall have all rights of this agreement effective with the hire date as a term appointment.~~

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

C. Special Education Transfer Requests

1. Transfers of Special Education members out of the Special Education Department may be denied by the District during the 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 created by the members' transfer.
2. Transfers by Special Education 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)~~ **sixty (60)** calendar days prior to the start date for members. The District may allow transfers to occur after that time period with approval from the ~~Executive~~ **Senior** Director of ~~Special Education~~ **Talent Management or designee**.

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 members prior to the staffing meeting. The principal will conduct interviews, following the language of Article 413, during the week prior to the meeting. 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. When a staffing meeting is held, transfer requests shall be considered in the following order: 1) members transferred as a result of reduction in staff; 2) members making transfer requests; 3) members on the recall list; 4) members returning to the bargaining unit; 5) members returning from leaves; 6) members new to the District. 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. 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 members (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 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

Human Resources **Talent Management** will notify AEA **the Association** of involuntary transfers. An involuntary transfer is a change of location that was not requested by a member. Examples of involuntary transfers include displacements due to reductions in staffing allocations, members returning from leave, and members who are being involuntarily transferred due to program relocation.

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);
2. the member with the least continuous service in the bargaining unit from an elementary school or the High School/Middle level department affected who fulfills the demonstrated program need; and
3. distance from the member's domicile to the new assignment.

When the transfer of a member is to be made without relation to any 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. 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 member time for new assignment preparation.

~~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 must be in writing and approved by the teachers and the principals. The documentation of the exchange must be submitted to Human Resources prior to April 15 for the following school year.~~
- ~~2. All teacher exchanges of assignments shall be voluntary;~~
- ~~3. Teacher exchanges shall be for a period of one year;~~
- ~~4. Teacher exchanges may only be made with the approval of the sending and receiving unit administrators;~~

- ~~5. A teacher may exchange with another teacher, under this provision, no more than once every three years;~~
- ~~6. Teachers in exchange assignments shall be evaluated according to the provisions of Article 464;~~
- ~~7. 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;~~
- ~~8. 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 Article 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 that 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 course grade, report card, cumulative record, or decision to promote or retain a student shall be changed unless the principal making the change 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'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 IN-SERVICE PLANNING AND CALENDAR

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

### IN-SERVICE

- A. State-release time planning for building level in-services 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.
- B. The last day at the end of the first, second and third quarters shall be a student-release day **for professional activities as directed by the principal/supervisor.** ~~for the purpose of assessment, planning and evaluation by members.~~
- C. The District shall submit a proposal for these state in-service days. Implementation of these days is subject to approval of the proposal by the State Department of Education and Early Development.

### 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. FLEXIBLE WORK CALENDARS

1. Flexible work calendars will be available to:
  - Teacher Experts
  - Counselors
  - Nurses
  - ~~iSchool Staff~~ **Virtual Program Staff**
  - Site-Based Tech Collaborators
  - Instructional Coaches
  - Special Education Department Chairs
  - Other positions mutually agreed upon by the Chief Human Resource Officer and ~~AEA~~ **the Association**
2. For those employees opting to utilize a flexible calendar, calendars will be collaboratively developed and mutually agreed upon by the member and his/her immediate supervisor. Flexible work calendars may begin or end up to 21 calendar days before or after the school board adopted calendar. Beginning and ending dates outside the above listed calendar range will be by mutual agreement. A member's flexible work year will be 182 workdays, normally Monday through Friday.
3. Supervisors will provide a work calendar with parameters to members by May 1 of each year. Work calendars will be completed by the member and submitted to the supervisor for approval by May 10. The supervisor approval process is to be completed by the last workday of the school year. A member's approved work calendar may be changed by mutual agreement.

4. Employees Members utilizing a flexible work calendar option will receive pay on the same schedule as other ~~AEA employees~~ members.

#### 419 DISCIPLINE PROCEDURE FOR STUDENTS

- A. ~~The administrator and the staff shall collaboratively develop and/or review building discipline procedures annually in the fall, to include procedures for compliance with Article 419. 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.~~
- B. Members shall be informed prior to entry into the member's classroom of a student with known behaviors that could present a safety problem to students or staff. The protocol for informing those with a need to know regarding students with a known history of violent behavior shall include an alert in the student information management system, ~~as outlined by the Chief Academic Officer.~~ 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. Members shall be provided with suggested strategies for managing student behaviors.
- C. Building procedures for maintaining student discipline shall address standard methods utilized by the 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.
- D. ~~The primary responsibility of members is to provide comprehensive educational opportunities for their students. A member may exclude a student from the classroom for the class period or activity when the 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 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 member, administrator and parent (unless member and administrator agree otherwise) conference has been held. The member and the administrator may collaboratively develop an agreement specifying future behavior expectations and consequences.~~
- E. Members will report immediately to the administrator or designee the details of all instances of assault. Incidents of verbal and physical assault of members shall be documented by the principal. When physical assault of a member has occurred, the administrator shall **follow applicable District protocols in response.** ~~remove the student from the member's classroom unless the member requests otherwise. The student shall only be returned to the member's classroom after a suspension from that classroom has been served, a conference has been held with the member, administrator and parent (unless 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 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 member is engaged in a duty-related activity.

- F. A member may use reasonable and necessary physical force on a student to protect the member, a student(s) or others from physical injury; or to obtain possession of weapons or other dangerous objects from a student; ~~in any extraordinary case of breach of discipline; or to restrain a physically disruptive student; or to protect property from serious harm.~~
- G. ~~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, 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.~~
- H. The Safety Committee of each school shall develop and annually review a plan for providing emergency support to any 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, each school site shall establish a committee charged with developing and/or reviewing action plans in response to building level data that cites the number and disposition of disciplinary referrals to the principal.~~

## **420 JUST CAUSE**

No 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. 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, 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 member may refuse to carry out an order that threatens health (excluding normal childhood diseases including but not limited to colds, flu, mumps, measles, chicken pox) or physical safety; or which is a violation of federal or state statutes. If the member refuses, the member shall have the burden of proof.

- C. Members shall be represented on school safety committees.
- D. The principals or their designees shall inform members immediately when they are potentially exposed to contagious diseases and illness, and shall instruct members about prevention and protection from diseases and illness. No information shall be released in violation of privacy acts.
- E. No 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 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 member while on duty. Legal counseling shall be available, through the Employee Assistance Program described in Article 212, to any 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 members who volunteer will work beyond the duty day. They will be covered by the District's liability insurance. 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**

- A. The Association and the District agree that the professionalism of members is of mutual importance. Members shall have flexibility in selecting a reporting location on emergency closure days **or on days alternatively identified by the Superintendent or designee to be distance delivery days in lieu of closure days**. If an emergency closure day requires the member to make up the day, AEA members will be notified on or before the closure day that it is a non-working, non-paid day.
- B. The District recognizes that member preparation efforts when students are not present may just as easily, and more efficiently, be served at a non-school location, including the member's home. This procedure would not prohibit the member from working at the regular school, but gives the member the professional choice as to where the preparation work for the day will be performed. **Members are responsible for ensuring they have all equipment and other resources necessary to perform their job duties from their selected alternate work location.**

- C. In the event of an emergency closure, members on leave will remain on leave unless that leave is canceled prior to the Superintendent's or Designee's announcement of school closure.

#### **425 PROGRESSIVE DISCIPLINE**

- 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 member shall be appropriate to the behavior which precipitates said action.
- B. 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 member must be given an opportunity to respond to the incident if the member desires.
- D. When a member is required to meet with an administrator for disciplinary action, the member shall be given 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 member for some infraction of rules or delinquency in professional performance, the 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 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 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. 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 member's flexible schedule shall not interfere with regularly scheduled school related meetings or assigned duties but discretion in adjusting schedules following work-related evening commitments, consistent with safety and professional responsibility, is expected. Breakfast in the classroom shall not begin more than 10 minutes prior to the start of the student day. ~~(e.g. Elementary 8:50am).~~

~~This provision allows members to best utilize their planning and conference times to meet the needs of the individual member and parents of the students served.~~ Members shall notify parents each fall regarding available hours when conferences may be most easily

scheduled. Other times may be arranged as necessary to assure parents opportunities for discussion with 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. 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. 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. ~~A committee, including classroom teachers, specialists (e.g. art, music) and building principal, will be established in each elementary school to collaboratively create the elementary master schedule. Transition times will be considered with the development of the schedule. The principal has the ultimate responsibility for determining the elementary schedule.~~
  - D. 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 member workday begin or end less than 15 minutes before or after student day. ~~This provision allows members to best utilize their planning and conference time to meet the needs of the individual member and parents of the students served. A member's flexible schedule (45/15 or 15/45) shall not interfere with regularly scheduled staff meetings or assigned duties. Upon request,~~ **At the beginning of every school year, principals will collect and approve** members' ~~will provide unit administrators their planned flexible schedules.~~
- 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.
- E. Consistent with Article 428 A., members are expected to give precedence to faculty meetings, curriculum development meetings, professional development or assigned school duties. A full faculty meeting or professional development will ~~normally be scheduled no more often than twice per month and~~ not exceed the student day by more than one and one-half (1 ½) hours. So long as their personal schedules allow, members are expected to give precedence to education-related District meetings.
  - F. Members shall be expected to attend one open house per year ~~unless the member has a legitimate reason to be excused~~ **unless excused by the principal based upon exceptional circumstances.**

### **431 NON-INSTRUCTIONAL DUTIES**

- A. No 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. 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 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.~~

#### 440 ASSAULT OF MEMBERS BY AN ADULT

- A. 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 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 member while on duty. Legal counseling shall be available, through AEA’s the Employee Assistance Program, to any 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 MEMBERS

- A. Members and administrators shall cooperate in the resolution of any formal parent or student complaints that may be filed against members.
- B. Complaints against members shall not be solicited by principals or by 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 member first and~~ shall notify the member of the concerns expressed unless confidentiality is requested. The administrator shall provide the member with a copy of any written complaint as soon as practical.

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

#### **442 ABUSE ALLEGATIONS**

A member must be notified within five workdays of the District's knowledge of an allegation of abuse unless directed otherwise by a ~~law enforcement~~ **governmental** agency. If an allegation against a member is unfounded or unsubstantiated, the unit administrator will so **document** ~~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 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 member.~~

#### **443 PERSONNEL FILE**

- A. The personnel file at the District central office shall be the one official file relating to a member's employment. All materials originating subsequent to District employment and placed in the permanent central office personnel file shall be available to the member or a representative authorized in writing by the 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~~ **Talent Management** administrator or designee. When the 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 member for initial employment) shall not be available for inspection or response by the non-tenured teacher.
- C. Material that is derogatory to a member regarding that member's conduct, performance, character or personality shall not be placed in the file unless the 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 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 member refuses to sign the statement, the principal or supervisor shall so note and send the statement to the ~~Human Resources Office~~ **Talent Management Department** for filing and provide a copy

to the member. The member shall have the right to challenge or respond in writing to material filed under Article 443 within 25 workdays of the member's acknowledgment or refusal to sign (except that formal evaluations must be responded to within 10 calendar days). When the 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 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 member performance and character shall remain a permanent part of the member's personnel file, and no such items shall be removed without written notification to the 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. Members may have commendations placed in their personnel files. Members may request attachment to their annual evaluation summaries of positive input forms received from students, parents, or colleagues.
- F. All documents, communications, records and computer files dealing with member termination or non-retention shall be removed if the 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 member with access to a current copy of~~ **T**he following **are available on-line** :
  1. School calendar;
  2. 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.
  5. Compiled School Laws of Alaska and Alaska Education Regulations;

6. School Board Policy;
7. Appropriate Curriculum Guides;
8. Alaska Special Education Handbook;
9. Anchorage School District Substitute Teacher Guidelines;
10. ~~Elementary or High School/Middle level Administrative Manual;~~
11. Life Insurance Benefits booklet;
12. ~~List of substitute teachers.~~
13. District Adopted Financial Plan (Budget)
14. Six-Year Capital Improvement Plan

- B. The ~~District shall provide the~~ Association President **shall have with** access to all of the items listed in Article 446 A. plus the following:
1. Agenda packet for scheduled and special meetings including official Board minutes;
  2. Copies of all mass correspondence sent to all bargaining unit members.
  3. Proposed changes to Evaluation System documents.
  4. ~~Monthly reports of Public Education Health Trust Participants.~~
  5. Monthly updated list of members.
  6. Monthly updated list of bargaining unit members indicating work location, range, and step placement on the salary schedule, sorted by Range and Step.

#### **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 May 14 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 member seniority lists by content area. One list will include all members by seniority sorted by date from least to most senior and clearly indicating who is tenured or who is non-tenured. Another list will include those tenured members identified for lay-off with their ~~highly qualified content qualifications (if hired prior to July 1, 2017)~~ or endorsements separated into secondary and elementary and clearly indicating all subjects/content and levels they are eligible to teach. A third list will be created for non-tenured teachers identified for lay-off indicating their date of hire and the content area of their predominant current assignment.
- 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 members have identical hire dates, seniority shall be determined by:
1. Date of employment acceptance, or if a tie still exists;
  2. Time of employment acceptance, or if a tie still exists;
  3. Date of submission of the Summary of Hire ~~to Human Resources;~~
  4. The drawing of lots by the affected members.

Seniority rights within Article 449 shall be retained for a period of three years following the date a 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 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. the elementary division, and the member has a teaching certificate, possesses an ASD documented Elementary Content Knowledge ~~HQ~~, or endorsement, and meets the District's performance standards;
  2. the middle level of the secondary division, and the member has a teaching certificate, possesses an ASD documented Middle School Content Knowledge ~~HQT~~-designation in the specific content area or endorsement, and meets the District's performance standards;
  3. the high school level of the secondary division, and the member has a teaching certificate, possesses an ASD documented High School Content Knowledge ~~HQT~~ designation in the specific content area or endorsement, and meets the District's performance standards;
  4. A member not covered by the qualifications listed above is qualified for a position if the 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.
  5. Qualifications will be defined as those held by the member at the time of lay-off.
- E. Only information in the personnel file shall be considered for determining qualifications.
- F. Lay-offs  
If lay-off becomes necessary, the District shall, consistent with applicable statutes, employ the following procedures:
1. Non-tenured members will be laid off before tenured members when a qualified tenured member is available to replace a non-tenured member. Members shall then be laid off in the inverse order of their seniority provided qualified members are available to replace those laid off;
  2. Members on leave at the time of lay-off shall be treated as if they were currently teaching. Notice shall be given at the same time as other members;
  3. A member who has received notification of lay-off may elect to take unpaid leave for up to one year if they complete leave request paperwork by June 30th of their lay-off notification year;
  4. Full health and/or life insurance benefits shall be available to any laid-off members according to Articles 205 and 210;
  5. A laid-off member shall be granted "preference" notification in the substitute system once the member completes the required substitute paperwork.

6. Lay-off 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 lay-off, as qualified, and specific to the content area and FTE status of the assignment they were in immediately prior to their lay-off in accordance with AS 14.20.177. A position will not be filled with a new hire if a qualified lay-off remains on the list.
2. Laid off AEA members will be required to complete a short online application form to allow for consistency of communication and documentation. A member will indicate their current FTE percentage and other acceptable FTE percentages.
3. ~~Human Resources (HR)~~ **Talent Management** will communicate the lay-off recall order, based on inverse recall in the content area associated with the member's layoff.
4. When a position is posted in a content area which has a lay-off member, ~~HR~~ **Talent Management** will communicate the opening to the lay-off member associated with that content area via email, relative to the acceptable FTE percentage identified on the lay-off application.
5. The member to be recalled first will have five (5) calendar days from the time of the recall offer email to confirm their acceptance or rejection of the position.
6. If the laid off member does not respond within those five (5) calendar days, ~~HR~~ **Talent Management** will send a certified letter to the member giving the member an additional twenty-five (25) calendar days from the time the letter was available for pick-up to respond to the recall offer and the District will notify the Association.
7. If the member does not respond to either the email or certified letter within the defined time periods, the District will consider it a rejection of the opening, the member will be removed from lay-off status, and the District's obligation to that employee will have been met. A member who is sick shall notify the ~~Human Resources~~ **Talent Management** Department of the intent to return as soon as possible after the offer. If unable to perform at the time of offer, the member will not lose recall rights.
8. If at any time the member rejects an FTE equivalent position, s/he will be removed from lay-off status and the District's recall obligation to that member will have been met, unless the member declines the offer because the member is contractually obligated to other certificated teaching employment. The member will not lose recall rights for the following year.
9. When a position has been rejected by the first recall member, ~~HR~~ **Talent Management** will initiate the same process with the next laid-off teacher in that content area.
10. A member may reject a recall offer that is greater or less than the FTE allocation previously held by the member, without penalty to her/his lay-off status, if they have documented their acceptable FTE percentage as identified in their lay-off application.

11. The member may voluntarily accept an open position outside the lay-off content area if a summary of hire is submitted by a principal for another certificated AEA position. Doing so ends the lay-off status.
12. If a member voluntarily accepts an open recall position that does not match the previous FTE, the District has no obligation to return them to the previous FTE.
13. The experience of a 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. Members on the recall list shall retain previously accrued leave benefits but shall not accrue leave days.
14. Members who elected to take unpaid leave in lieu of lay-off shall be considered for recall following the expiration of such leave in accordance with Article 413 E.

#### 450 INSTRUCTIONAL PROGRAM INPUT PROCESS

1. The Association and District agree to collaborate on how to best meet student needs. If a change in practice, program, and/or services is to be considered, the following committee framework will include:
  - A. Description of how the proposed program helps meet the District's strategic goals
  - B. Program overview and student academic objectives
  - C. Implementation plan to include: training dates, program start dates, expected time utilization, dates for program evaluation / effectiveness, employee categories & list of employees who will be participating.
  - D. Plan for program evaluation
  - E. Association appointed member representatives.
2. The Committee shall be tasked with making program and curriculum recommendations to the Superintendent.

#### 452 INSTRUCTIONAL PLANNING

- A. Instructional Planning Time **is important**, ~~is member-directed and~~ shall be free from student supervision **and administration will work to minimize disruptions during this time**. It is time designated for 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. ~~Infrequently, a~~ Administration may conduct meetings during **Instructional Planning Time**. ~~this time. Instructional Planning time is important. Administration will work to minimize disruptions to this time.~~

On days identified on the school calendar that includes parent teacher conferences and testing, planning time missed will not be rescheduled. It is a professional responsibility to structure schedules to accommodate instructional planning time requirements.

- B. The District shall provide an instructional planning period for all secondary members, except as indicated in Article 452 D.
- C. The District shall provide elementary teachers with four (4) hours of planning time per week. Elementary itinerant teachers may request additional assistance from their supervisor to prepare for the opening of school.
- D. Supervisors shall provide four (4) hours of planning/record keeping time to the other employee classifications within AEA.

#### **461 INDIVIDUAL EMPLOYMENT CONTRACTS**

Individual employment contracts 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 MENTORING AND EVALUATION SUPPORT COACH PROGRAMS**

- A. The Anchorage School District and the Anchorage Education Association agree to the importance of mentoring and Evaluation Support Coach support in order to strengthen educator recruitment, retention, and student achievement. The Educational Excellence Joint Committee (EEJC), consisting of representatives from the District Professional Learning Department and AEA, shall develop and oversee ASD/AEA Mentoring and Evaluation Support Coach Programs. The AEA/ASD EEJC agrees to the ongoing design and implementation of the following components:
  - a Mentor Program for who, independent of any deficiency in performance, request support and guidance from ASD/AEA trained Mentors. An educator choosing to work with a Mentor does so voluntarily in an effort to reflect on his/her own professional practice. Mentoring partnerships are collaborative. AEA and ASD believe that both the educator and the Mentor have skills and qualities to contribute. A decision by the educator to participate in this program does not imply a weakness or deficiency in the educator's performance;
  - an Evaluation Support Coach Program, only for those who have been evaluated, and are on either Professional Support or a Plan of Improvement. If an educator has not met standards on his/her evaluation and wants an Evaluation Support Coach, he/she may request an AEA trained Evaluation Support Coach from AEA. Although the program is to assist the educator in meeting the Performance Standards within the evaluation system, those involved in providing this service cannot guarantee the standards will be met. That responsibility lies solely with the educator on the Plan.

- Mentor and Evaluation Support Coach training. The application process, approval and training documentation will be maintained by the EEJC and the Professional Learning Department.
- B. Mentor and Evaluation Support Coach relationships are most effective when built upon trust. Candor and open discussion are essential to success. Member 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/Evaluation Support Coaches will not be asked to
- participate in the evaluation of the member;
  - report to either the Association or to the District regarding member progress on a Plan of Improvement, or about the performance in general of an assigned member;
  - be called as a witness in any proceeding related to the non-retention or discipline of the member.
- C. The AEA and ASD agree to the importance of members having the opportunity to work with a trained Mentor or Evaluation Support Coach. Should a supervisor want to assist an educator in furthering his/her opportunity in obtaining a mentor or Evaluation Support Coach, the supervisor may recommend that the educator request mentoring support through the online application/request process or contact the AEA for Evaluation Support Coach support. It is recognized that these opportunities must be provided through the EEJC-approved process with trained Mentors/coaches.
- D. The District shall provide up to \$10,000 per year to provide mentoring and/or Evaluation Support performance support. An additional \$25,000 shall be made available for Mentors working with new-to-District educators.

#### **464 EVALUATION PROCEDURE**

- A. 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 members shall receive a minimum of **two formal observations**, ~~one formal written observations~~, with pre- and post-observation conferences, **one of which must be completed** no later than the end of the first semester. The evaluation shall be completed no later than February 15. Such evaluations may contain Plans for Improvement that **may** extend until May 15; in order to provide maximum opportunity for retention;
  2. The evaluation of tenured members shall be completed no later than May 5. Evaluations which express concerns with member performance, **whether of tenured or non-tenured members**, shall be based on a minimum of two formal written observations;
  3. A formal observation is an observation within the workplace, based on educator performance. It is prearranged ~~according to a mutual date/time~~, **and** includes a pre/post

observation conference, is documented, and the documentation is shared with the employee;

4. Members will be given the opportunity to provide input on the performance of colleagues and administrators using a form developed by the District that includes a section for open comments. Participation in these evaluations by the member is at the member's option and must be completed no later than May 5.

C. The evaluation of members shall include the following:

1. District-approved teacher evaluation documents will be used for both tenured and non-tenured 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 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 member and the District, no portion of an evaluation may be made public, except as evidence in a proceeding relative to a 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 member to address and correct any problems. 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 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 member on Professional Support or a Plan of Improvement, the member has the right to request Association representation. If

the member elects Association representation, he/she 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 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 member shall be placed on a plan for improvement without prior observations by the evaluator. When a 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 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 member performance. The preparation of the Plan for Improvement shall be discussed with the member, while completion of the final document is the responsibility of the principal.

G. ~~Members who are placed on Professional Support or a Plan of Improvement may choose to request an Evaluation Support Coach through the AEA Evaluation Committee or its representative.~~ If available, a trained Evaluation Support Coach will assist the teacher in working towards meeting the areas indicated on the Plan of Professional Support or the Plan of Improvement. The 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-ESSA. The District and the Association agree to continue to facilitate communication related to implementation of the provisions of the Act.~~

## **470 CLASSROOM COVERAGE**

- A. A principal or designee may ~~request~~ **require** a High School/Middle level member to cover a class. ~~The member may refuse the assignment unless the District is unable to obtain a substitute. A 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 \$30 per High School/Middle level class period.
- B. When an elementary member covers for a teacher-in-charge or when substitute teachers are unavailable in an elementary school and the principal must assign coverage responsibility, the rate of compensation for the affected member or members shall be as follows: one member, full class, \$30 per hour of coverage; two members split class, \$20 per hour of coverage for each member; ~~three members split class, \$15 per hour of coverage for each member; four members split class, \$10 per hour of coverage for each member;~~ more than ~~four~~ **two** members split class, no additional compensation.

## **490 OTHER BENEFITS**

- A. The District shall provide the Association with 600 Region IV season passes.
- B. The District will continue to post information concerning other benefits and discounts for members on the District website.

## **500 SERIES – NEGOTIATION AND GRIEVANCE PROCEDURES**

### **505 NEGOTIATIONS PROCEDURE**

Negotiations will be consistent with Alaska statute. Written notice of intent to negotiate shall be initiated by the Association to the Chief Human Resources Officer or by the Chief Human Resources Officer 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 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.

### **506 NEGOTIATIONS**

Bargaining sessions will be scheduled for no more than two sessions per week and the bargaining sessions will occur no earlier than 4:00pm.

## 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 to~~ **address alleged violations, misinterpretations, or misapplication of this Agreement. The parties will attempt initially to resolve problems at the point of origin through free and informal communication.**

### 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 member, group of 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 member having a complaint to discuss the matter via administrative channels or the grievance procedure and to have the problem ~~adjusted~~ **addressed**, 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 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 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~~ **15** workdays **from when the grievant(s) knew or should have known** ~~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, **or may be memorialized with an electronic mail communication from one party that is acknowledged with an email response from the other party.**

### F. Arbitrator List

The Association and the District will establish a standing list of up to 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 workday, the grievant(s) 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. Witnesses and Association representatives will be charged Association Leave at one-half day for full day of leave to cover their missed time.

I. ~~Grievance Forms~~

~~Grievance forms that are required for processing and filing of grievances shall be available to all 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 **unless extended by mutual agreement**. The meeting time shall be set by mutual agreement.
3. An Association representative and/or another 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 workdays of the Level One meeting to the Association and grievant(s) unless completion of an adequate investigation requires more time **or unless the timeline is extended by mutual agreement**. If no response has been received to the Level I grievance within ten (10)

working days of the hearing, **or before the agreed-upon deadline following an extension**, 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 workdays of the Level I hearing **unless there has been an extension**, the grievance may be appealed in writing to ~~Contract Administration~~ **the Labor Relations office**. The ~~Contract Administration~~ **Labor Relations** representative shall ~~immediately~~ notify the Association as to the nature of the grievance, if the Association is not involved. **New information will only be considered if not known or reasonably discoverable by the grievant at the time of the original grievance.**
2. Within 10 workdays of the receipt of the grievance or appeal, however filed, the ~~Contract Administration~~ **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. **The timeline may be extended by mutual agreement.**
3. The ~~Contract Administration~~ **Labor Relations** representative shall submit a written decision within ten workdays of the Level Two hearing to the grievant(s) and the Association **unless the timeline has been extended by mutual agreement.**

M. Grievance Level Three

4. 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 **or by the end of the agreed-upon extended timeline**, the grievance may be submitted to final and binding arbitration only by the Association. Within 10 workdays from the notification date that arbitration will be pursued, the parties shall meet to choose an arbitrator or alternately strike names from the list of 44 arbitrators selected through Article 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. **New information will only be considered if not known or reasonably discoverable by the grievant at the time of the original grievance.**

1. Written notice of the intent to appeal to arbitration must be made to the ~~Contract Administration~~ **Labor Relations** representative within 20 workdays of the receipt of the Level Two decision by the grievant and the Association or within 25 workdays of the Level Two hearing, whichever is ~~more~~ **greater.**

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; librarians; teaching specialists; itinerant music, art and resource teachers; ~~psychologists~~ and teacher experts; **and in limited cases as described below**, nurses; occupational therapists; physical therapists; speech language pathologists; audiologists; and **psychologists**. **Nurses and other related services providers (occupational therapists, physical therapists, speech language pathologists, audiologists and psychologists) hired prior to July 1, 2021, may elect in writing not later than thirty (30) days from approval of this Agreement by the School Board to continue Association membership. Beginning July 1, 2021, all nurses and personnel in other related services positions who have not affirmatively elected to remain in the Association, and all employees in such positions hired on or after July 1, 2021, will be placed in classified positions identified in the Negotiated Agreement between the District and the Anchorage Council of Education (ACE). These classified employees will not be required to maintain a Type C certificate.** 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 Articles 620, 625 B., or by mutual agreement, the execution and implementation of this Agreement will not preclude, unless specified within this Agreement, 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 Article 620. Individual members shall have no authority to add to, modify or agree to supersede any provision of this Agreement.

**Periodically, and no less frequently than ten (10) years from the effective date of this Agreement or the date of a mandatory periodic review held pursuant to this Article, the District and the Association shall review the Agreement to determine on the basis of mutual agreement whether any provisions of the Agreement, or portions thereof, have become obsolete or otherwise inapplicable to the administration of the Agreement due to intervening modification of governmental requirements, changes in policy, technological innovation, or any other reason.**

## **610 PUBLICATION OF AGREEMENT**

The agreement shall be jointly proofread by the District and the Association. The current contract shall be available electronically via the District website.

## **615 DURATION**

- A. This Agreement and each of its provisions shall be binding and effective as of July 1, ~~2018~~ **2021** and shall continue in force and effect through June 30, ~~2021~~ **2024**. 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 workdays 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 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 that 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 members, 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.

## 720 DUES DEDUCTION

A.

The District shall accept payroll deduction for Association dues or fees **when** authorized by the employee. ~~Any requested cancellation of membership will be directed through the Association president.~~

A. 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 member: full time, part time, and quarter time. The District and Association shall prepare and jointly sign a Dues Schedule.

B. 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 member who starts work after August 31 (the last day for accepting changes for the September payroll) ~~shall~~ provides 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 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 members by the District will be strictly limited to one of the three amounts per month shown on the Dues Schedule referenced above. Newly hired members who elect dues deduction will pay the designated amount for whatever number of months remain in the school year.

3. Should a 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.

C. Payroll deduction for membership dues or fees is the exclusive right of the Association and shall be the sole method available to members for payment of regular dues/fees but shall not be available for payment of arrearages.

D. The Association agrees to indemnify and hold the District harmless against any liability that may arise as a result of Article 720.

E. Bargaining Unit Member Information

The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later

than September 15 of each year and on a monthly basis thereafter with any additions and/or change in information:

Name  
Home address  
Phone numbers provided to the District  
Work email address  
Work location  
Position  
District seniority date  
Union seniority date  
Full time equivalent (FTE) status  
List of unit members participating in payroll deduction of Association dues

F. Onboarding

The Association and the District will jointly prepare and present onboarding meetings with new hires prior to the start of school. These meetings will be limited to approximately 20 members each. New hires after the start of the school year will receive similar onboarding opportunities in either small groups or individually within 15 workdays.

G. Orientation

The District shall provide an annual new bargaining unit member orientation (orientation fair) for all newly hired bargaining unit members to take place within one week of the start of the school year. The Association and District will jointly plan and participate in the orientation event.

## 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. 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 if steps were given to other AEA members in those years.

- B. **In each year of this Agreement**, ~~the~~ District shall provide the Association **one hundred (100) days** ~~one day~~ of Association leave with pay. **Such leave days shall not carry over from year to year and shall not carry forward beyond the duration of this Agreement.** ~~for every 12 full-time equivalent teachers. Any unused leave at the end of each year will be forfeited. The Association shall have the right to carry over all unused leave each year for use by the Association in subsequent school year(s) covered by this contract.~~

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 MEMBER REPRESENTATION AT BOARD MEETINGS**

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

### **740 ASSOCIATION REPRESENTATION**

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

This Agreement by and between the Anchorage School Board, hereinafter referred to as the “Board” except that the “District” shall refer to the Board’s administration, and the Anchorage Education Association, hereinafter referred to as the “Association”, includes all of the preceding articles and provisions.