

NEGOTIATED AGREEMENT

between the

BOARD OF THE NORTH SLOPE
BOROUGH SCHOOL DISTRICT

and the

NORTH SLOPE BOROUGH
EDUCATION ASSOCIATION

on behalf of the District's Teachers

2009-2010

2010-2011

2011-2012



AGREEMENT EXECUTION

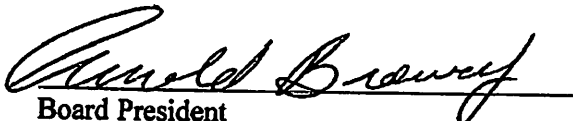
WHEREAS the representatives of the Board of the North Slope Borough School District and the representatives of the North Slope Borough Education Association have negotiated the terms and conditions of this Agreement between the Board and the Association, on behalf of the District's teachers; and

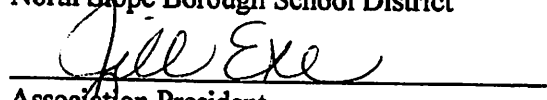
WHEREAS the Association has certified in writing to the Board that this Agreement has been ratified by a majority of the Association's members who are currently employed as teachers in the District; and

WHEREAS the Board has ratified this Agreement by an affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE BE IT RESOLVED that the Board and the Association do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and the Association President.

This AGREEMENT to be effective for the period as specified in the Duration provision contained herein.


Board President
North Slope Borough School District


Association President
North Slope Borough Education Association


Date


Date

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT EXECUTION	
100 DEFINITIONS	1
101 AGREEMENT DEFINITION	1
102 ALASKA LAW DEFINITION.....	1
103 ASSOCIATION DEFINITION	1
104 ASSOCIATION PRESIDENT DEFINITION.....	1
105 BOARD DEFINITION.....	1
106 DAY ON DUTY DEFINITION	1
107 DELIVER OR DELIVERY DEFINITION	1
108 DISTRICT DEFINITION.....	1
109 ENTRY ON DUTY	1
110 IMMEDIATE FAMILY DEFINITION.....	2
111 RECEIPT DEFINITION.....	2
112 SUPERINTENDENT DEFINITION.....	2
113 TEACHER DEFINITION	2
114 YEAR OF SERVICE DEFINITION	2
115 TENURE DEFINITION.....	2
116 SENIORITY DEFINITION.....	3
200 MANAGEMENT RIGHTS	3
300 TERMS OF AGREEMENT	3
301 RECOGNITION.....	3
302 SCOPE OF AGREEMENT	3
303 DURATION	3
304 DISTRIBUTION OF AGREEMENT.....	3
305 CONFORMITY TO LAW.....	4
306 NEGOTIATIONS.....	4
306.1 Negotiations Time Lines.....	4
306.2 Negotiations Procedure.....	4
306.3 Leave for Negotiations.....	4
307 NON-INTERRUPTION	4
400 GRIEVANCE PROCEDURE.....	5
401 GRIEVANCE DEFINITIONS.....	5
402 GRIEVANCE PURPOSE.....	5
403 GRIEVANCE ASSOCIATION INVOLVEMENT	5
404 GRIEVANCE TIME LINES	5
405 REPRESENTATION.....	5
406 GRIEVANCE WITNESS	6
407 GRIEVANCE EVIDENCE	6
408 GRIEVANCE STUDENT INVOLVEMENT	6
409 GRIEVANCE PROCESS	6
409.1 Grievance Meeting Place and Time.....	6
409.2 Grievance Meeting Records.....	6
409.3 Grievance Meeting Teacher Participation.....	6
409.4 Grievance Meeting Decision.....	6
410 GRIEVANCE FILING	7
411 GRIEVANCE PARTY OBLIGATIONS.....	7
412 GRIEVANCE EXPENSES.....	7
413 LEVEL ONE GRIEVANCE.....	7
414 LEVEL TWO GRIEVANCE.....	7
415 LEVEL THREE GRIEVANCE	7
416 LEVEL FOUR GRIEVANCE	8
416.1 Arbitrator Selection.....	8
416.2 Arbitration Hearing Schedule	8

416.3	Arbitration Multiple Cases.....	8
416.4	Arbitration Introduction of New Evidence	8
416.5	Arbitrability or Grievability.....	8
416.6	Arbitration Rules.....	9
416.7	Arbitration Decision	9
416.8	Arbitration Restriction on Appeals	9
416.9	Arbitration Expenses.....	9
500	REDUCTION IN FORCE	9
600	SAFE SCHOOLS	9
700	ACADEMIC FREEDOM AND RESPONSIBILITY	10
701	CLASSROOM PRIVACY.....	10
702	CURRICULUM DEVELOPMENT	10
703	GRADING POLICY.....	10
800	TEACHER DISCIPLINE	10
801	DISCIPLINE DEFINITION	10
802	DISCIPLINARY PROCEDURE.....	10
900	ASSOCIATION BENEFITS	11
901	ASSOCIATION USE OF FACILITIES	11
902	ASSOCIATION USE OF EQUIPMENT	11
903	ASSOCIATION MATERIAL DISSEMINATION	11
904	ASSOCIATION ACCESS TO PUBLIC DOCUMENTS.....	11
905	ASSOCIATION LEAVE.....	11
906	ASSOCIATION NON-DISCRIMINATION.....	12
907	ASSOCIATION DUES DEDUCTION	12
1000	PERSONNEL FILES.....	12
1001	PERSONNEL FILE CONTROL	12
1002	PERSONNEL FILE CONFIDENTIALITY	12
1003	PERSONNEL FILE DEROGATORY MATERIAL	13
1004	PERSONNEL FILE PERMANENCE	13
1005	PERSONNEL FILE CHALLENGED MATERIAL.....	13
1100	EVALUATION	13
1115	AVAILABILITY OF DOCUMENTS	14
1200	REASSIGNMENT AND TRANSFER.....	14
1201	VACANCY NOTICE	14
1202	REASSIGNMENT APPLICATION.....	14
1202.1	Reassignment within Building.....	15
1202.2	Transfer to Barrow.....	15
1203	INVOLUNTARY REASSIGNMENT.....	15
1300	WORK YEAR AND WORK DAY	15
1301	WORK YEAR	15
1301.1	Standard Work Year	15
1301.2	Reduced Work Year.....	15
1301.3	Extended Work Year.....	16
1302	WORK DAY.....	16
1302.1	Standard Work Day.....	16
1302.2	Reduced Work Day.....	16
1302.3	PLANNING TIME	16
1303	STAFF DEVELOPMENT DAYS	17
1303.1	Staff Development Participation Outside of Contracted Days.....	17
1303.2	Staff Development.....	17
1303.3	Reimbursement for Praxis II Test(s).....	17
1400	INDIVIDUAL TEACHER CONTRACT	18
1401	CONTRACT TERMS.....	18
1402	BREACH OF CONTRACT.....	18
1500	SICK LEAVE.....	18
1501	PAID SICK LEAVE.....	18
1501.1	Sick Leave Accrual.....	18
1501.2	Personal Sick Leave Use.....	18
1501.3	Family Sick Leave Use	19
1501.4	Emergency Sick Leave Use	19
1501.5	Sick Leave Restrictions.....	19

1501.6 Sick Leave Certification	19
1502 SICK LEAVE BANK	19
1502.1 Sick Leave Bank Establishment.....	19
1502.2 Sick Leave Bank Eligibility	19
1502.3 Sick Leave Bank Enrollment	20
1502.4 Sick Leave Bank Termination.....	20
1502.5 Sick Leave Bank Committee.....	20
1502.6 Sick Leave Bank Balance Limitation.....	20
1502.7 Sick Leave Bank Administration	20
1503 SICK LEAVE BANK CONTRIBUTIONS	21
1503.1 Sick Leave Bank Initial Contribution	21
1503.2 Sick Leave Bank Additional Contributions	21
1504 SICK LEAVE BANK WITHDRAWALS	21
1504.1 Sick Leave Bank Withdrawal Eligibility	21
1504.2 Sick Leave Withdrawal Application and Conditions	211
1504.3 Sick Leave Bank Withdrawal Limitations	21
1600 PAID PERSONAL LEAVE	21
1601.1 Personal Leave Accrual	22
1601.2 Personal Leave Accumulation and Pay-Off.....	22
1601.3 Personal Leave Use and Restrictions	22
1602 SABBATICAL LEAVE	22
1603 OTHER PAID LEAVE.....	22
1603.1 Professional Leave.....	22
1603.2 Legal Leave.....	23
1604 UNPAID LEAVE	23
1604.1 Short-Term Unpaid Leave	23
1604.2 Long-Term Unpaid Leave.....	23
1604.3 Disability Unpaid Leave	23
1605 LEAVE REQUESTS	24
1606 LEAVE LESSON PLANS.....	24
1607 LEAVE RIGHTS	24
1608 LEAVE PENALTIES	25
1609 UNEMPLOYMENT COMPENSATION	25
1700 HOUSING	25
1701 RENT AND UTILITY RATES	25
1702 HOUSING ASSIGNMENT AND SUBLETTING GUIDELINES	26
1703 LEASE.....	26
1800 GROUP INSURANCE	26
1801 HEALTH COVERAGE.....	26
1802 LIFE COVERAGE	26
1803 TRAVEL ACCIDENT COVERAGE.....	26
1804 PERSONAL PROPERTY COVERAGE.....	27
1805 INSURANCE TERMS AND CONDITIONS	27
1806 INSURANCE CLAIM DISPUTES	27
1900 ADDED DUTY COMPENSATION	27
1901 ADDED DUTY COMPENSATION RANGES/WEEKS/GENERAL REQUIREMENTS	27
1902 ADDED DUTY GENERAL CONDITIONS.....	30
2000 SALARY	30
2001 SALARY SCHEDULE PLACEMENT	30
2001.1 Salary Column Placement.....	30
2001.2 Approved Coursework Definition.....	32
2001.3 Approved Institution Definition.....	32
2001.4 Semester Hour Definition	32
2001.5 Salary Step Placement.....	32
2001.6 Salary Placement Errors.....	33
2001.7 Column Adjustments for Obtaining Additional Credentials	33
2002 SALARY PAYMENT	33
2002.1 Salary Payment Installments	33
2002.2 Salary Advance	33
2002.3 Payroll Deductions.....	33
2002.4 National Board Certification.....	34

2002.5 Professional Performance	34
2002.6 Adequate Yearly Progress Incentive Pay.....	35
2002.7 Village Cost Differential.....	35
2003 SALARY SCHEDULES	36
2003.1 Salary Schedule for 2009 - 2010.....	36
2003.2 Salary Schedule for 2010 - 2011.....	37
2003.3 Salary Schedule for 2011 - 2012.....	38

100 DEFINITIONS

101 AGREEMENT DEFINITION

"Agreement" means this Negotiated Agreement.

102 ALASKA LAW DEFINITION

"Alaska Law" means applicable Alaska statutes and applicable regulations of Alaska agencies having regulatory powers over operations of the District.

103 ASSOCIATION DEFINITION

"Association" means the duly recognized bargaining agent for the District's teachers, the North Slope Borough Education Association.

104 ASSOCIATION PRESIDENT DEFINITION

"Association President" means the President of the Association or the President's designee.

105 BOARD DEFINITION

"Board" means the governing body of the District.

106 DAY ON DUTY DEFINITION

"Day on Duty" means a day on regular pay status; i.e., a day of work, a paid holiday or a day of paid leave.

107 DELIVER OR DELIVERY DEFINITION

"Deliver or Delivery" means hand delivery of documentation or deposit of same in the U.S. Post Office, registered or certified mail, postage pre-paid. The date of delivery shall mean the date of hand delivery or the postmark date of registered or certified mail.

108 DISTRICT DEFINITION

"District" means the North Slope Borough School District and as may be applicable, shall mean the Board and/or the administration of the District.

109 ENTRY ON DUTY

"Entry on Duty" means the teacher's first day on duty during the school year.

110 IMMEDIATE FAMILY DEFINITION

"Immediate Family" means the teacher's parent/parent-in-law, child/child-in-law or sibling (including "step" relations), the teacher's spouse, the teacher's grand-parent, the teacher's grandchild, and, for purposes of sick leave only, legal guardian, which shall be defined as a person who is under a duty to exercise general supervision over a minor or other person committed to the custody of the Department of Health and Social Services under AS 47.10 or AS 47.12 as a result of a court order, statute, or regulation, including foster parents. The Superintendent, at his/her sole discretion, which shall not be subject to grievance or arbitration, may grant sick leave to a teacher upon request, in the case of the death or illness of a person not defined as immediate family.

111 RECEIPT DEFINITIONS

"Receipt" means the receiving of hand delivered documentation or of registered or certified mail. The date of receipt shall mean the date of the receiving of hand delivered documentation or of registered or certified mail.

112 SUPERINTENDENT DEFINITION

"Superintendent" means the Superintendent of the District or the Superintendent's designee.

113 TEACHER DEFINITION

"Teacher" means a District employee who occupies a position for which an Alaska Teacher's Certificate is required. Specifically excluded from the definition of teacher are the Superintendent, employees in an administrative group, the majority of whom have elected not to be represented in the teacher's bargaining group and certificated substitute teachers who work less than 20 consecutive work days.

114 YEAR OF SERVICE DEFINITION

"Year of Service" means a period of not less than 140 work days served by the teacher, between July 1 and the following June 30, under contract in a position for which a valid teaching certificate is required and which period is recognized as a year of creditable service by the Alaska Teachers' Retirement System. A District-approved sabbatical leave or leave of absence (completed after the effective date of this Agreement) during which the teacher earns not less than 24 semester hours of approved coursework, or the maximum course load approved by the institution, whichever is less, shall count as a year of service for salary schedule placement purposes. No year of service shall be counted until July 1 following completion of the year of service. Notwithstanding the provisions of Section 113, the status of any period accepted by the District as a year of service prior to the effective date of this Agreement shall remain unchanged.

115 TENURE DEFINITION

Tenure is defined as per state law.

116 SENIORITY DEFINITION

Seniority is defined as uninterrupted years, months and days of teaching service in the District. Approved leave, with or without pay, shall not be considered as interruption in years of service, and it shall not be considered as additional increments (years, months, days) of seniority.

200 MANAGEMENT RIGHTS

The Board expressly retains all of its rights, powers, and duties to govern and manage the District except as specifically may be limited or abridged by this Agreement.

300 TERMS OF AGREEMENT

301 RECOGNITION

The District recognizes the Association as the exclusive representative of the District's teachers for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

302 SCOPE OF AGREEMENT

This Agreement expressly supersedes any other agreement and constitutes the full and complete agreement between, and is binding upon, the District and the Association and teachers. During its term, this Agreement may be modified only by written instruments executed by the duly authorized representatives of the Board and the Association. No benefit as provided under this Agreement may be increased with respect to the teacher except upon the written approval of the Association President. Likewise, no benefit as provided under this Agreement may be eliminated or reduced with respect to the teacher except upon the written approval of the Association President. Notwithstanding, a benefit may be eliminated or reduced as a disciplinary action (*see* Article 800 Teacher Discipline).

303 DURATION

This Agreement shall become effective as of July 1, 2009, and shall remain in effect through June 30, 2012.

If neither the Association nor the District request negotiations for a successor agreement within the time period as provided below in Section 306, Negotiations, this Agreement shall remain in effect through June 30, 2013.

304 DISTRIBUTION OF AGREEMENT

Within 30 calendar days after full ratification, the District shall provide each teacher with a copy of the Agreement and shall provide the Association with 25 copies. Thereafter, the District shall provide each newly hired teacher with a copy along with the first individual contract offered that is to become effective during the term of this Agreement. Additional copies shall be available for \$2.00 each.

305 CONFORMITY TO LAW

If any provision of this Agreement is found to be contrary to law by a court, agency, or tribunal having jurisdiction and enforcement powers over the District (subject to any available appeal), only that portion deemed illegal shall be stricken from the agreement, or made to conform with the law, but all other provisions of the Agreement shall remain unaffected. Representatives of the Association and the District shall mutually agree on conforming the provision to law.

306 NEGOTIATIONS

306.1 Negotiations Time Lines

Either the Association or the District may inaugurate negotiations for a successor Agreement by delivering written notice from the Association President to the Superintendent, or vice versa, between November 15, 2011 and January 15, 2012, or of the subsequent year in which this Agreement expires.

306.2 Negotiations Procedure

The parties shall exchange their interest statements on a mutually agreed upon date prior to the first negotiations session. Negotiations, including impasse resolution, shall be conducted in accordance with Alaska law and such ground rules as the parties may mutually agree upon in writing. Meeting dates, times, conditions, and places shall be determined by mutual agreement.

306.3 Leave for Negotiations

The District shall provide 30 work days of paid leave for use by teachers on the Association negotiations team to participate at negotiations sessions. Additional leave days may be provided upon the prior approval of the Superintendent. The Association President shall notify the Superintendent not less than 48 hours in advance as to which teacher(s) shall be on negotiations leave. The teacher shall provide lesson plans as required to the supervisor to cover the period of the leave.

307 NON-INTERRUPTION

During the effective term of this Agreement, all differences between the District, Association, and teachers shall be resolved without interruption of the school program. Neither the employees as a group or individually, or the Association shall encourage or participate in any strike or interference with or the withholding of services from the District.

400 GRIEVANCE PROCEDURE

401 GRIEVANCE DEFINITIONS

"Grievance" means a claim of an alleged violation, including misapplication or misinterpretation of this Agreement. Laws and regulations are grievable only to the extent they are incorporated into this Agreement. Notwithstanding, non-retention and dismissal actions are not grievable.

"Grievant" means the teacher, teachers, or the Association, filing a grievance. The parties understand that the District may avail itself of this procedure, beginning at Level Three, to resolve disputes regarding the interpretation or application of this Agreement.

"Party in Interest" means the teacher(s) filing a grievance, the Association, the District, any person(s) required to take action relative to a grievance, and any person(s) upon whom action might be taken in resolving a grievance.

"Workday" shall mean a normal Monday through Friday non-holiday day of work at the District's central office.

402 GRIEVANCE PURPOSE

The purpose of the grievance procedure is to secure at the lowest administrative level a fair, equitable and expeditious solution to a grievance. Alleged violations covered by the grievance procedure may be adjudicated only under this procedure and alleged violations not covered by the grievance procedure may not be adjudicated with this procedure.

403 GRIEVANCE ASSOCIATION INVOLVEMENT

At all levels of the grievance procedure, grievances and appeals shall be reviewed and countersigned by the Association President. All official communications from or to the grievant shall be through the Association President. The Association President may attend all grievance hearings.

404 GRIEVANCE TIME LINES

The initial grievance shall be delivered not later than 30 work days from the date that the grievant knew or should have known of the alleged violation.

All time lines as provided in Section 400 shall be adhered to strictly except by the prior written agreement of the Association and the District. In the event that a time line is exceeded by the grievant, the grievance shall be waived. If a time line is exceeded by the District, the grievance shall automatically be positioned at the next level of the grievance procedure.

405 REPRESENTATION

Beginning with Level One of the grievance procedure, all parties in interest shall be entitled to representation of their choosing.

406 GRIEVANCE WITNESS

At all levels of the grievance procedure, the grievant and the District shall be allowed to call, examine and cross-examine witnesses. Not less than 48 hours prior to a Level Two grievance meeting, each party shall provide the other with a list of witnesses to be called; however, such prior notice shall not be required for rebuttal witnesses.

407 GRIEVANCE EVIDENCE

The District and the grievant shall make available to each other upon request all pertinent documentary material relative to the grievance except material required to be kept confidential by law or District policy. Not less than 48 hours prior to the Level Two grievance meeting, each shall provide the other with copies of all documentary material to be introduced as evidence; however, such prior notice shall not be required for rebuttal evidence.

408 GRIEVANCE STUDENT INVOLVEMENT

No student may be involved in the grievance procedure as a witness or otherwise without the prior written consent of the grievant, the Association President, the Superintendent, the student, and the student's parent/guardian (if a minor).

409 GRIEVANCE PROCESS

409.1 Grievance Meeting Place and Time

Except as otherwise may be agreed upon, the level one grievance meeting wherein the grievant is a teacher or teachers from a single location shall be held at that location. All other meetings shall be held in Barrow. To the extent practicable, grievance meetings shall be held outside of normal work hours.

409.2 Grievance Meeting Records

The District and the Association may record all grievance meetings. Each shall make available to the other upon request a copy of the recording for cost. Meeting records or any reference thereto shall not be maintained in personnel files except upon the mutual agreement of the teacher and the District. To the extent required by law or District policy, meeting records shall be kept confidential.

409.3 Grievance Meeting Teacher Participation

In the event that the teacher is required to be absent from work in order to participate in a grievance meeting as a grievant, witness, or Association representative, the teacher shall be permitted to do so without loss of compensation so long as the Association President has advised the Superintendent of the teacher(s) so affected not less than 48 hours prior to the meeting.

409.4 Grievance Meeting Decision

Meeting decisions shall be in writing, shall set forth the reasons for the decision, shall be signed and shall be delivered to the grievant as provided in Section 400.

410 GRIEVANCE FILING

An initial grievance shall be filed at Level One if the immediate supervisor is the alleged cause for the grievance or at Level Two if a higher level administrator or the Board is the alleged cause. The grievance shall be filed in writing on the grievance form that shall be mutually designed by the District and the Association. Grievances and appeals shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged to have been violated, shall state the specific redress sought, and when initiated by a teacher, teachers, or the Association, shall be signed by the grievant and the Association President.

411 GRIEVANCE PARTY OBLIGATIONS

Parties in interest shall be obligated to abide by the provisions of Section 400 for grievance processing, except upon the prior written agreement of the Superintendent and the Association President, and shall be obligated to abide by all other provisions of this Agreement during the pendency of the grievance. The District shall not be obligated to accept, hear, render a decision upon or provide any redress regarding a grievance not pursued in accordance with the provisions of Section 400.

412 GRIEVANCE EXPENSES

Except as may otherwise be provided in Section 400, the Association and District shall each bear their own respective grievance costs and expenses.

413 LEVEL ONE GRIEVANCE

Upon receipt of an initial grievance as provided in Section 410, the supervisor shall schedule a meeting to be held within 10 work days after receipt and shall notify the Association President not less than 72 hours in advance of the time and place of the meeting. The meeting decision shall be delivered within 10 work days after the meeting date.

414 LEVEL TWO GRIEVANCE

Upon receipt of an initial grievance as provided in Section 410, or of an appeal filed within 10 work days of when the Association President received or should have received the Level One decision, the Superintendent shall schedule a meeting to be held within 10 work days after receipt of the grievance or appeal, and shall notify the Association President not less than 72 hours in advance of the time and place of the meeting. The meeting decision shall be delivered within 10 work days after the meeting date.

415 LEVEL THREE GRIEVANCE

The decision, if not acceptable to the grievant(s), may be appealed to the Board within 5 working days of receipt of the decision. The appeal must include copies of prior decisions and a statement of grounds upon which the prior decisions are regarded as incorrect. The Board shall schedule a hearing at the time of the next regular Board meeting, provided that the appeal is received at least 5 working days prior to that meeting. The Board shall communicate its written decision to the grievant(s) within 5 working days of the conclusion of the hearing.

416 LEVEL FOUR GRIEVANCE

To proceed to arbitration the appeal must be delivered to the Superintendent within 20 work days after the Level Three hearing decision was, or should have been, received.

416.1 Arbitrator Selection

Within 10 work days after receipt of the Level Three appeal, or if the District is initiating arbitration, within 10 work days of delivery of notice to the Association President, the Superintendent shall deliver a request to the American Arbitration Association to furnish a list of seven available arbitrators to the District and the Association President. The parties shall use AAA's strike and ranking method for selection of the arbitrator. The charges of the American Arbitration Association for arbitrator selection services shall be borne equally by the District and the Association.

416.2 Arbitration Hearing Schedule

The arbitration hearing shall be held within 90 work days after the date of the selection of the arbitrator. The grievant and the Superintendent shall be notified not later than 20 work days in advance of the hearing time and place.

416.3 Arbitration Multiple Cases

In the event that more than one arbitration case is pending, the cases shall be heard in the following order: first priority shall be given to cases involving a continuing liability to the District (i.e., where back pay or pay differentials would accrue); other cases shall be assigned priority according to the date of receipt of the Level Three appeal.

416.4 Arbitration Introduction of New Evidence

No new witnesses, testimony or other evidence may be introduced at Level Four unless the Superintendent receives from the Association President or vice versa, not less than 10 work days prior to the hearing, written notice of the names of any new witnesses, the substance of any new testimony or other evidence and copies of any new documents to be introduced; however, such prior notice shall not be required for rebuttal witnesses, testimony or evidence.

416.5 Arbitrability or Grievability

In the event of a dispute regarding the grievability and/or arbitrability of a grievance, the arbitrator shall render a decision on such dispute prior to hearing the substantive issues of the grievance, if it is ruled to be grievable and arbitrable.

416.6 Arbitration Rules

Except as may otherwise be specified in Section 400, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.

416.7 Arbitration Decision

The arbitrator shall deliver the written decision within 45 work days after the close of the hearing. The arbitrator shall make no decision that is contrary to Alaska law or this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power to change any practice, policy or rule of the District nor to substitute the arbitrator's judgment for that of the District as to the reasonableness or appropriateness of such practice, policy or rule except as it may directly pertain to the specific grievance. In an award with a retroactive effect, the award may not have effect beyond the beginning of the school year during which the grievance is filed. The arbitrator's award shall not include an award for punitive damages. In rendering the decision, the arbitrator shall give due regard to the rights, powers and responsibilities of the District under law and this Agreement and to the rights and privilege extended to teachers and the Association under law and this Agreement.

416.8 Arbitration Restriction on Appeals

The decision of the arbitrator, so long as it remains within the scope of the arbitrator's authority as provided in this Agreement, shall be final and binding upon the parties and no appeal may be taken.

416.9 Arbitration Expenses

The expenses charged by the arbitrator shall be borne equally by the District and the Association.

500 REDUCTION IN FORCE

If the Board determines a reduction in force to be necessary and the method of reduction would result in teacher nonretention, the District shall notify and discuss the matter with the Association prior to action to reduce staff. Any reduction in force will be in accordance with Alaska Statutes.

600 SAFE SCHOOLS

The Association, District, and all teachers will comply with all state and federal safe schools laws. The administration and staff shall cooperatively develop and/or review policies relating to anti-violence and discipline for Board and community consideration. Teachers shall be represented on any school safety committee established by the district. There shall be no retribution towards teachers who report incidents of verbal or physical assault or hazardous or unsafe conditions.

700 ACADEMIC FREEDOM AND RESPONSIBILITY

The teacher shall have the freedom and responsibility to plan, develop and implement teaching techniques and methodologies and to present content and materials subject to sound professional judgment, in keeping with applicable course outlines, curriculum guides, and the designated instructional program appropriate for the subject, grade and level taught. Controversial issues that may arise within the outlines of the teacher's course content shall be presented in a factual, objective and pedagogically justifiable manner.

The District reserves final decision-making authority in all matters of educational policy including but not limited to the selection of instructional materials and the determination of the curriculum and educational programs.

701 CLASSROOM PRIVACY

The District shall give notice prior to intentionally monitoring the activities of the teacher's duty station mechanically or electronically.

702 CURRICULUM DEVELOPMENT

The Association and the District feel that the professional knowledge of teachers is necessary, beneficial, and desirable in the development of effective curriculum. Teachers will be involved in the development of curriculum at both the building level and the District level.

A Curriculum Development Committee shall be appointed by the Superintendent, or designee, and shall include a member of the Association and administration.

703 GRADING POLICY

The teacher shall be responsible for determining grades within the grading policy of the District. No teacher-assigned grade shall be changed except by mutual written agreement of the Superintendent and teacher involved. If mutual agreement cannot be reached or if either party is not currently employed or available, the Superintendent shall have the final say in the grade change and shall notify the teacher and principal if available.

800 TEACHER DISCIPLINE

801 DISCIPLINE DEFINITION

For the purposes of Section 800, discipline shall mean a written warning or reprimand, a suspension without pay or the elimination or reduction of any teacher benefit as provided under this Agreement.

802 DISCIPLINARY PROCEDURE

Prior to taking disciplinary action, the District may conduct an investigation of the alleged wrong-doing. The teacher shall be notified of the charges and be provided an opportunity to rebut the charges at an investigatory hearing or discipline conference. The teacher may request the presence of an Association representative when being disciplined or in an investigatory hearing to determine if discipline shall be administered. Upon such request, the teacher shall be allowed reasonable time, up to 48 hours, to obtain representation. During this time the investigatory hearing or final disciplinary action shall be suspended.

Teachers shall not be disciplined in the presence of staff, parents, or students.

Documentation confirming an oral conversation does not constitute a written reprimand.

900 ASSOCIATION BENEFITS

901 ASSOCIATION USE OF FACILITIES

Upon the prior approval of the building administrator, the Association may hold meetings at reasonable times outside of the work day and may meet for student related activity planning within the work day in designated areas not otherwise needed for District purposes. The Association shall be responsible for the reasonable care and security of District property used under this provision. The District shall make available reasonable space for the placement of an Association file cabinet in each school. The District shall not be liable for the contents of the filing cabinet.

902 ASSOCIATION USE OF EQUIPMENT

The Association may use designated school equipment including, but not necessarily limited to computers, typewriters, copy machines, audio-visual equipment, two-way radios and telephones at reasonable times outside of work hours when such equipment is not otherwise needed for District purposes. The Association shall be responsible for the reasonable care and security of District property and shall reimburse the District for materials used or repair necessitated in Section 902. No toll calls chargeable on District bills shall be made on District telephones.

903 ASSOCIATION MATERIAL DISSEMINATION

The Association may post materials on a designated District bulletin board provided in each school and distribute such materials in teacher mailboxes. All such materials shall bear the Association's heading. The District may require the removal from bulletin boards and mailboxes of any material which the District deems to be controversial, political or detrimental to the Association/District relationship. Should the Association fail to remove any such material, it may be removed without liability by the District and the Association use of District bulletin boards and mailboxes may be suspended or discontinued. However, such suspension or discontinuance shall not be ordered in an arbitrary or capricious manner. The Association may transmit materials through the Intra-District mail system on a space-available basis however the District shall not be liable for any Association materials that are delayed, lost, damaged or destroyed in said mail system.

904 ASSOCIATION ACCESS TO PUBLIC DOCUMENTS

The Association shall have access to non-confidential District documents in the same manner as provided for the general public. The District shall not be liable to the Association for any unintentional errors or omissions in documents so provided.

905 ASSOCIATION LEAVE

Excluding negotiations, the Association shall be allowed paid leave at the rate of 18 work days plus one additional day for every Board meeting held during a school day per school year. Such leave shall be non-accumulative from year to year. The Association President shall notify the Superintendent of the

teacher(s) to be on Association leave not less than 48 hours in advance. Not more than two teachers per school nor more than four teachers District-wide may use Association leave on a given day. The teacher shall provide lesson plans as required to cover the leave period.

906 ASSOCIATION NON-DISCRIMINATION

No teacher shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association membership or activity.

907 ASSOCIATION DUES DEDUCTION

Upon the teacher's written authorization, received by the Association President who will then notify the business office in writing not later than October 10, the District shall deduct the yearly Association membership dues from the teacher's paycheck in equal monthly installments beginning with the October payroll and concluding with the March payroll. The amount of dues deducted shall be in accordance with a written notice submitted by the Association President by September 30 of each year.

Authorization shall be valid from year to year. Notwithstanding, the District shall discontinue such deductions upon written notice from the teacher to the Association received between June 1 and September 15 of any school year. The District shall deliver the dues collected and an itemized list of teachers paying dues to the Association President not later than the tenth day of the following month. The Association agrees to indemnify and hold the Board harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Association or Board pursuant to this article. This indemnification shall not apply to any claim, demand, suit or other form of liability that may arise as a result of any negligence or willful misconduct by the Board.

1000 PERSONNEL FILES

1001 PERSONNEL FILE CONTROL

Only one official personnel file will be maintained for each teacher and it shall remain at Central Office and/or designated storage facility. All materials placed in the teacher's official personnel file in the District Office shall be the property and under the control of the District and shall be subject to the provisions of Section 1000.

1002 PERSONNEL FILE CONFIDENTIALITY

No person may inspect the teacher's personnel file except the teacher, a person designated in writing by the teacher, the teacher's supervisor(s), District Office personnel with a bona fide need and the Board. The teacher shall be provided, upon request, with one copy of any personnel file material. Additional copies shall be made available for \$1.00 per sheet. Notwithstanding the above, the teacher or the teacher's designee shall not be granted access to any confidential material regarding the teacher concerning matters that pre-date the teacher's employment with the District.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants. All documents, communications, and records dealing with teacher termination or nonretention shall be removed from the teacher's file if the teacher is absolved and reinstated.

The teacher will be made aware of any evaluative information placed in the file and may sign the document. The teacher's refusal to sign the document does not preclude the placement of it in the file.

Any evaluative information proven to be untrue shall be removed from the personnel file and destroyed. Subject to space limitations and redundancy, a teacher may request that documentation reflecting a district, state or national award pertaining to his/her professional activities be inserted in his/her personnel file.

1003 PERSONNEL FILE DEROGATORY MATERIAL

No derogatory material shall be placed in the teacher's file, except pre-employment material as provided in Section 1002, unless the teacher is given a copy and the opportunity to respond in writing for attachment to the relevant document and inclusion in the file. The employee shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. If the teacher refuses to sign, it will be noted and dated as a refusal.

1004 PERSONNEL FILE PERMANENCE

Evaluation forms and other documents pertaining to the teacher's performance and character shall remain a permanent part of the teacher's personnel file unless removal of such material is mutually agreed and approved in writing. However, derogatory material of a noncriminal nature, other than evaluations, may be removed from the file after five years at the teacher's request, provided no reoccurrence of behavior or events has occurred during that time that give rise to further derogatory material.

1005 PERSONNEL FILE CHALLENGED MATERIAL

The teacher may challenge through the grievance procedure the factual accuracy of any factual material in the teacher's personnel file. Statements of opinion by supervisors and evaluation documents shall not be considered "factual material" in Section 1005.

1100 EVALUATION

Teachers shall be provided a copy of and evaluated by District-approved evaluation procedures. Any modification of evaluation procedures during the term of this Agreement will be made by a committee whose membership shall include teachers. Teachers shall be evaluated in accordance with District evaluation procedures adopted by the Board, which meet the requirements of Alaska law.

The teacher has the right to review each written evaluation prior to its deposit in the personnel file and of the right to comment in writing on any matter contained in it. The evaluation must be based on formal and informal observation of the employee in the employee's workplace and other valid input. Upon request, teachers have the right to supplement written evaluation by another District administrator designated by the Superintendent.

The District may prepare and implement a plan of improvement for a teacher whose performance does not meet the District's performance standards, except if the teacher's performance warrants immediate dismissal under Alaska law. The evaluating administrator shall consult with the teacher in setting clear, specific performance expectations to be included in the plan of improvement.

All observation and evaluation documents are confidential. However, the teacher shall have the right to have a third party present for any conferences regarding the evaluation process or documents. The Board

shall consider input from the Association on the design or review of the evaluation process and tools used.

1115 AVAILABILITY OF DOCUMENTS

The District shall provide access to and endeavor to maintain up-to-date copies of the following documents. If the Association or a teacher finds that any of the documents are missing or incomplete, the Association shall advise the District Personnel Office, which shall correct the problem.

1. School Board Policies and Regulations
2. Professional Teaching Practices Commission Code of Ethics
3. Student Rights and Responsibilities
4. Teachers' Handbook
5. Teachers' Evaluation Handbook
6. Plan of Service for sites
7. Title IV Education Regulations, Chapter 52, 15; Education for Exceptional Children
8. School Board Minutes
9. All District Curriculum Guides, K3-12
10. Approved District Standards for all subject areas, K3-12
11. School Board Packets

1200 REASSIGNMENT AND TRANSFER

A "reassignment" is a change of grade level or a change in subjects taught within the same building.

A "transfer" is a change to another building.

1201 VACANCY NOTICE

Upon the District's determination that a vacancy exists and is approved to be filled, a notice shall be delivered to the Association President at the same time that it is posted. Vacancy notices shall be posted in each school, Alaska Teacher Placement, the District website, and, at the discretion of the Superintendent, may be advertised in print or electronic media.

1202 REASSIGNMENT AND TRANSFER APPLICATION

The teacher may file with the Superintendent a written request for reassignment or transfer by indicating a preference or by applying for a specific vacant position. Such request shall remain valid until revoked in writing by the teacher or until the entry on duty date of the school year following the date of the request, whichever is earlier. A teacher must have completed at least two years of employment with the District to be eligible to apply for a reassignment or transfer. Prior to completing two years, a mutually agreed upon transfer may be arranged.

A tenured teacher who applies for reassignment or transfer to a vacant position shall, if qualified by Alaskan Certification endorsement, be considered for the position prior to all other applicants. Upon request, teachers denied a requested transfer or reassignment shall be provided the reasons in writing.

1202.1 Reassignment within Building

Requests for reassignment from teachers within a building will be considered prior to transfer requests. Upon request, teachers denied a reassignment shall be given a written notice with an explanation for the denial.

1202.2 Transfer to Barrow

Spouses in supervisory positions shall be assigned to different buildings whenever possible.

1203 INVOLUNTARY REASSIGNMENT AND TRANSFER

The deployment of personnel is a basic management right; however, indiscriminate or unnecessarily frequent reassignments or transfers may be detrimental to the educational program. When possible, as determined by the Superintendent consistent with the needs of the District, the District will attempt to find volunteers before resorting to involuntary reassignment or transfer. They will not be the result of disciplinary action.

When reassignment or transfer becomes necessary, a teacher's area of competence, major and/or minor field of study, and continuous length of service in the District may be considered in determining which teacher is to be reassigned or transferred.

In the event of an involuntary reassignment or transfer, the teacher shall be notified in writing including reasons for the reassignment or transfer. Upon request, the Superintendent shall confer with the teacher regarding the reassignment or transfer. A reassignment or transfer shall not be made on an arbitrary or capricious basis nor shall a reassignment or transfer place a married teaching couple in different communities. The District shall make reasonable efforts to arrive at a reassignment or transfer arrangement that is satisfactory to the teacher; however, the overriding factor in reassignment or transfer decisions shall be the District's determination of what placement best serves the educational program.

Reassignment or transfer notice by its nature must be made at the end of the school year in order to avoid unnecessary interruption to instruction. Any notice of involuntary reassignment or transfer for the upcoming school year shall be made prior to the last two weeks of the current school year unless the Superintendent determines an emergency situation exists which mandates late notification.

1300 WORK YEAR AND WORK DAY

1301 WORK YEAR

1301.1 Standard Work Year

The standard work year shall consist of 193 days which shall be made up of days in session, state-mandated school holidays and non-student work days as prescribed by the Board-approved school calendar(s) according to law.

1301.2 Reduced Work Year

The teacher may serve less than the standard work year if initial employment begins after the scheduled commencement of the work year, if the individual teacher contract is terminated

during the work year, if the teacher uses unpaid leave or is absent for any unauthorized reason or upon prior written agreement between the teacher and the Superintendent. In such event, the teacher shall be paid at the daily salary rate for each day on duty.

1301.3 Extended Work Year

Upon prior written agreement of the teacher and the Superintendent, the teacher may serve more than the standard work year. In such event, the teacher shall be paid for such additional days at the daily salary rate or shall serve for such other compensation as the teacher and the Superintendent shall mutually agree upon in writing.

1302 WORK DAY

1302.1 Standard Work Day

The Superintendent shall determine starting and ending times for teachers based on the needs of the District and individual schools, but the standard work day shall consist of seven and one-half hours exclusive of the duty-free lunch period as required by law. If a teacher's position is subject to deviation from the normal workday schedule, the teacher shall be informed of that possibility at the time the teacher signs the contract for the school year, unless the teacher agrees to accept the change in schedule subsequent to signing the contract. No teacher will be assigned a work day of non-continuous hours without that teacher's concurrence. From time to time the work day may be extended for reasonable periods for professional activities, including but not limited to staff meetings, student-teacher conferences, parent-teacher conferences and open-house functions.

1302.2 Reduced Work Day

Upon the prior written agreement of the teacher and the Superintendent, the teacher may serve a regularly assigned work day of less than the standard work day. In such event, the teacher's daily salary and the value of quantifiable benefits, including but not limited to paid leave and group insurance as well as the computation of years of service and tenure shall be prorated by multiplying the value of the item by a fraction, the numerator of which shall be the number of hours in the reduced work day and the denominator of which shall be seven and one-half.

1302.3 PLANNING TIME

- A. All secondary, including middle school, teachers shall be allotted a minimum of one (1) class period within each student school day for preparation of professional assignments.

Teachers in high schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred twenty-five (225) minutes a week, in blocks of time not less than fifty (50) consecutive minutes for more than one hundred (100) consecutive minutes, to be distributed throughout the student contact week.

Teachers in middle schools with rotating schedules will be allotted preparation time consisting of no less than an average of two hundred twenty-five (225) minutes a week, in blocks of time not less than fifty (50) consecutive minutes, to be distributed throughout the student contact week.

- B. Elementary teachers shall be allotted a minimum of forty-five (45) consecutive minutes of preparation time within each student school day or forty-five (45) consecutive minutes of preparation time each day prior to or after the student school day. No more than ninety (90) minutes will be scheduled during any one (1) student contact day.

1303 STAFF DEVELOPMENT

It is in the best interest of the North Slope Borough School District to have a highly qualified and highly professional teaching staff. To that end, teachers will be an important component of staff development and the process of collegial training.

The District and Association are committed to attracting and retaining “highly qualified” teachers. Teachers who are not “highly qualified” will not be recommended for tenure. For purposes of this provision, “highly qualified” shall mean that the teacher shall have full state certification and have demonstrated subject matter competency, as is defined by state and federal law (and as may be amended from time to time), in at least one core academic subject in which the teacher teaches.

Teachers shall be required to sign attendance sheets for staff development presentations, and complete an evaluation form, however, no teacher shall be required to sign an evaluation of a staff development presentation.

Except for the staff development days where State and District policies must be addressed according to law, teachers at each site will have input as to the content of the remaining staff development days.

1303.1 Staff Development Participation Outside of Contracted Days

Participation of contract employees in District-sponsored staff development or committee activities outside of contract days (Saturdays, Sundays, holidays) will be compensated at the daily or hourly rate of pay as appropriate.

1303.2 Staff Development

The Association may survey teachers and site level administration to determine staff development needs and training priorities. Planning for Staff development will take into consideration information and suggestions received from the Association.

1303.3 Reimbursement for Praxis II Test(s)

Teachers shall be reimbursed the cost on a one-time basis of taking Praxis II tests in order to attain the status of highly qualified. Because it is in the best interest of the District to have teachers who are highly qualified in multiple disciplines, upon receipt of a passing score the District shall reimburse the expenses, including travel and lodging from village sites, of taking Praxis II in any discipline related to the curriculum of the District, regardless of present teaching assignment.

1400 INDIVIDUAL TEACHER CONTRACT

1401 CONTRACT TERMS

The District and the teacher shall execute an individual teacher contract as provided under Alaska law. Any amendment(s) thereto shall be in writing and signed by the teacher and the authorized District representative(s). The provisions of this Agreement shall, during the effective term of this Agreement, be incorporated by reference into the individual teacher contract, but shall cease to be incorporated in any individual teacher contract upon the termination date of this Agreement.

1402 BREACH OF CONTRACT

Should a teacher terminate an individual contract after June 1 of the year prior to the effective year of the contract and without the prior written consent of the District, said action may be deemed to constitute a breach of contract and may subject the teacher to such penalties as may be permitted under Alaska law. Furthermore, in the event of such breach of contract, a teacher shall pay to the District as liquidated damages an amount equal to five (5) days salary at the daily rate as provided under the breached contract, which amount may be deducted by the District from any compensation otherwise owed to the teacher for services performed prior to the date of the breach. Damages may be waived at the Superintendent's discretion, for extenuating circumstances. A teacher's inability to secure housing is an extenuating circumstance.

1500 SICK LEAVE

1501 PAID SICK LEAVE

Sick leave from within Alaska may be transferable as provided by the State of Alaska and Teacher Retirement System rules and regulations.

1501.1 Sick Leave Accrual

Teachers shall accrue sick leave at the rate of one and one-third days per calendar month, or major fraction thereof, of actual service. Accumulation shall be year to year without limit. Upon entry on duty each school year, each teacher shall be pre-credited with the anticipated number of days to be accrued during the year. Should a teacher use more days during the work year than are actually accrued, the excess days shall be deducted from the teacher's final paycheck for the work year at the teacher's daily salary rate.

1501.2 Personal Sick Leave Use

A teacher shall be entitled to use accrued sick leave for the teacher's personal injury or illness including maternity related disabilities. Upon prior approval of the Superintendent, sick leave may also be used for routine doctor or dental appointments, for elective procedures, and for necessary travel to the nearest competent facility for medically necessary treatment.

1501.3 Family Sick Leave Use

A teacher shall be entitled to use accrued sick leave in the event of an illness or injury of a member of the immediate family living in the teacher's household if the teacher has a reasonable need to attend to that person. Upon prior approval of the Superintendent, accrued sick leave may be used for necessary travel to the nearest competent facility for medically necessary treatment for a member of the immediate family living in the teacher's household if the teacher has a reasonable need to accompany that person. Leave taken under Section 1501.3 shall not exceed the rate of 10 work days per standard work year except upon the express prior approval of the Superintendent.

1501.4 Emergency Sick Leave Use

Upon the approval of the Superintendent, a teacher may use accrued sick leave for emergency purposes at the rate of 5 work days (7 work days if out-of-state travel is required), per standard work year in the event of:

- Death or serious illness or injury in the immediate family; or
- Adoption proceedings.

Such days shall not be denied in an arbitrary or capricious manner. Additional days may be granted at the discretion of the Superintendent.

1501.5 Sick Leave Restrictions

Except upon the Superintendent's approval, sick leave shall not be available on a teacher's first or last scheduled day on duty of the work year.

1501.6 Sick Leave Certification

After three consecutive days of sick leave, the District may require a written statement from the attending physician certifying the need for the leave. Additional medical certifications may be required at District expense.

1502 SICK LEAVE BANK

1502.1 Sick Leave Bank Establishment

A voluntary Sick Leave Bank is established. The balance of days in the Bank as of the effective date of this Agreement shall be the beginning balance for the Bank to be administered pursuant to this Agreement except as provided in Section 1502.6.

1502.2 Sick Leave Bank Eligibility

Each teacher and each certificated administrator shall be eligible to enroll in the Sick Leave Bank.

1502.3 Sick Leave Bank Enrollment

The employee may enroll in the Sick Leave Bank by giving written notice to the Business Office to be received by September 15 of the school year or within 30 calendar days after entry on duty, whichever is later. The effective date of enrollment shall be the date upon which the first day of accrued sick leave is contributed by the employee as provided in Section 1503.1.

Notwithstanding, the employee who is a member of the Bank as of the ratification date of the Agreement shall be enrolled as of the effective date of the Agreement without the contribution of a day of sick leave.

1502.4 Sick Leave Bank Termination

Once enrolled, membership shall be continuous until the employee terminates District employment unless the employee terminates membership in the Sick Leave Bank. Notice of termination of membership shall be given in writing to the Business Office to be received not later than September 15. Upon receipt of the membership termination notice by the Business Office, the employee shall be terminated from the Bank effective the previous July 1. Upon termination of membership, the employee shall not be entitled to withdraw any sick leave days contributed to the Bank.

1502.5 Sick Leave Bank Committee

The Superintendent, or designee, a representative of the administrators association, and two Association representatives will jointly administer the Sick Leave Bank and be known as the Sick Leave Bank Committee.

Eligibility for withdrawal of days from the bank and procedures not outlined herein shall be determined by the Sick Leave Bank Committee. Application for withdrawal of days shall be submitted through the Superintendent.

1502.6 Sick Leave Bank Balance Limitation

The total number of days in the Sick Leave Bank shall not exceed 195 days or the number of contributing members of the Sick Leave Bank at any one time, whichever is greater.

1502.7 Sick Leave Bank Administration

The Sick Leave Bank shall be administered by the District in accordance with Section 1502. Not later than June 30 of each year the Superintendent shall provide the Association President with an annual report of Bank activity including, but not necessarily limited to, the beginning and ending balance, membership roster, number of days contributed by member, and number of days withdrawn and used by member. Upon request, the Association President may review the records of the Bank during regular office hours.

1503 SICK LEAVE BANK CONTRIBUTIONS

1503.1 Sick Leave Bank Initial Contribution

The employee who initially enrolls in the Sick Leave Bank shall automatically contribute one day of accrued sick leave on the date that the notice of enrollment is received by the Superintendent. If no sick leave has been accrued as of that date, the first day of sick leave to be accrued shall be contributed on the first work day of the month following accrual.

1503.2 Sick Leave Bank Additional Contributions

If during the school year the Sick Leave Bank becomes depleted, each member shall automatically contribute one day of accrued sick leave on the date that the Bank becomes depleted up to a maximum of three days per member during the school year. Should the member not have a day of accrued sick leave to contribute on the date the Bank becomes depleted, the member shall contribute the first work day of the month following accrual. In such event, the member shall not be entitled to the benefits of the Bank during the interim. Notwithstanding, the member who meets the requirements to withdraw days from the Bank as provided in Section 1504 on the date that the contribution is required shall continue to be eligible to withdraw days. In such event, the member shall contribute the first day of sick leave next accrued.

1504 SICK LEAVE BANK WITHDRAWALS

1504.1 Sick Leave Bank Withdrawal Eligibility

A member shall be eligible to withdraw and use days from the Sick Leave Bank for the member's illness or injury only after having exhausted all available paid sick leave and personal leave, having been on unpaid leave for a period of five consecutive work days, and when the illness or injury is certified by the attending medical doctor. The five work days of unpaid leave shall be reimbursed on the next paycheck following the employee's termination of Bank usage for that specific illness or injury.

1504.2 Sick Leave Withdrawal Application and Conditions

In order to withdraw and use days from the Sick Leave Bank, the member shall submit a written application to the Superintendent accompanied by written certification from the attending medical doctor indicating the extent of the illness or injury and the anticipated length of the required absence from work. The request for the withdrawal and use of days from the Bank shall be denied if the member fails to substantiate properly the medical necessity for the leave period. The member withdrawing and using days from the Bank shall not be required to repay the Bank for the days withdrawn and used except as a regular contributing member of the Bank as provided in Section 1503.2.

1504.3 Sick Leave Bank Withdrawal Limitations

A member of the Sick Leave Bank may withdraw and use from the Sick Leave Bank during the school year up to twice the number of sick leave days accrued prior to the entry on duty date of the school year, or 24 work days, whichever is greater, if such days are available in the Bank. No more than a total of 195 days, or the number of days contributed by members, whichever is greater, may be withdrawn from the Bank by all members during any school year.

1600 LEAVE

1601. PAID PERSONAL LEAVE

1601.1 Personal Leave Accrual

The teacher shall accrue personal leave at the rate of four (4) work days per standard work year. Upon entry on duty for the work year, the teacher shall be pre-credited with the anticipated number of days to be accrued by the end of the year. In the event that a teacher uses more days during the work year than are actually accrued by the end of the work year, the excess days shall be deducted from the teacher's final paycheck at the teacher's daily salary rate.

1601.2 Personal Leave Accumulation and Pay-Off

Each teacher shall accumulate unused personal leave from year to year not to exceed a total of four (4) days at the end of any work year. Upon written request to the Superintendent received not later than May 1, a teacher shall be paid off for any accrued but unused days at the teacher's daily salary rate with the teacher's final regular paycheck for the work year.

1601.3 Personal Leave Use and Restrictions

Teachers may use accrued personal leave for any reason the teacher deems appropriate and to augment sick leave after accrued sick leave has been exhausted. Except upon the express prior approval of the Superintendent, personal leave may not be used during the first or last five scheduled days on duty of the work year, on the work day immediately prior to or after a holiday or vacation period, or by more than one teacher per school per day or one teacher per school per day for each 10 teachers or major fraction thereof on the school staff, whichever is greater.

1602 SABBATICAL LEAVE

A teacher may be granted a sabbatical leave in accordance with Alaska law for either or both semesters of a school year. The District may provide partial compensation up to one-half of the salary as provided under the B column, 0 step of the salary schedule and may provide group health insurance benefits at no cost or partial cost to the teacher. Upon return from sabbatical leave the employee will advance on the salary schedule as if he/she had been teaching during the sabbatical year.

1603 OTHER PAID LEAVE

Upon approval of the Superintendent, a teacher may be granted paid leaves other than as specified above in Sections 1501 and 1600 including but not limited to professional leave and leave for transportation delays.

1603.1 Professional Leave

After three (3) years of successful employment with the North Slope Borough School District, employees shall be eligible for a maximum of five (5) professional paid leave days for attendance at a conference or workshop specific to their teaching assignment. Such leave will be

requested of and approved by a committee established by the Association. Local site administrators must “approve” the leave in accordance with local scheduling needs.

Teachers will be required to share information obtained at the conference or workshop with other teachers in the district.

The Association will establish a bank account and the District will deposit \$3,000 per year to underwrite this leave. A committee formed by the Association will determine distribution of the funds.

1603.2 Legal Leave

A teacher called for jury duty shall be granted leave with pay. A teacher subpoenaed during the school year by a court or administrative agency or for any informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case in which the teacher is a victim of an alleged felony or to which the teacher is not a party will receive full compensation at the employee’s daily contract rate. Any witness or jury fee will be remitted to the District.

A teacher subpoenaed during the school year by a court or administrative agency or for an informal dispute resolution hearing appointed pursuant to court order to give testimony in a criminal or civil case to which the teacher is party will receive leave without pay or use personal leave.

Should the teacher be released by the court prior to the end of his/her duty day and if a meaningful portion of the teacher’s duty day remains, the teacher shall return to his/her place of duty.

1604 UNPAID LEAVE

1604.1 Short-Term Unpaid Leave

A teacher may be granted unpaid leave for any purpose and for any period of time less than a full semester.

1604.2 Long-Term Unpaid Leave

A teacher with 4 consecutive years in the District may be granted unpaid leave for either or both semesters of a school year.

1604.3 Disability Unpaid Leave

The Board may grant a teacher up to one year of unpaid disability leave if:

- the employee is not eligible for workers' compensation; and
- all available sick leave, including Sick Leave Bank, is exhausted; and
- the leave request is accompanied by a physician's statement setting forth the specific illness or disability, the date leave should commence and the expected length of absence.

A teacher on disability leave must present a physician's statement verifying the teacher's fitness to return to work. The Board may require, and will pay for, a second opinion by a Board selected physician. Should the teacher be unable to return to work at the end of the leave period, the teacher may be terminated without prejudice.

The District will comply with all State and Federal family leave acts.

1605 LEAVE REQUESTS

Except as otherwise may be specified herein, the teacher shall request leave as far in advance as possible and shall complete and sign leave request and/or report forms as may be required. The District shall notify the teacher promptly after the decision has been made regarding a leave request. Leaves shall be requested in accordance with the following schedule:

<u>Leave Type</u>	<u>Request To</u>	<u>Time line</u>
Personal Sick Leave Use, 1501.2	Supervisor or designee	As far in advance as possible
Family Sick Leave Use, 1501.3	Supervisor or designee	As far in advance as possible
Emergency Sick Leave Use, 1501.4	Supervisor or designee	As far in advance as possible
Personal Leave, 1601.3	Supervisor or designee	As far in advance as possible
Sabbatical Leave, 1602	Superintendent	Received no later than the prior February 15
- Commencing with first semester		
Sabbatical Leave, 1602	Superintendent	Received no later than the prior October 1
- Commencing with second semester		
Other Paid Leave, 1603	Superintendent	As far in advance as possible
Short Term Unpaid Leave, 1604.1	Superintendent	As far in advance as possible
Long-Term Unpaid Leave, 1604.2	Superintendent	Received no later than the prior February 15
- Commencing with first semester		
Long-Term Unpaid Leave, 1604.2	Superintendent	Received no later than the prior October 1
- Commencing with second semester		
Disability Unpaid Leave, 1604.3	Superintendent	As far in advance as possible

1606 LEAVE LESSON PLANS

Except for Section 1604.2, Long-Term Unpaid Leave, Section 1604.3, Disability Unpaid Leave, and Section 1602, Sabbatical Leave, the teacher shall provide lesson plans as required to the supervisor to cover the anticipated period of the leave unless extenuating circumstances prevent the teacher from so doing.

1607 LEAVE RIGHTS

A paid or unpaid leave of not more than 21 consecutive work days shall not be considered a break in service in any manner except as it may affect the accrual of leave as provided in Sections 1501.1 and 1601.1 An unpaid leave of more than 21 consecutive work days or a sabbatical leave shall not be considered a break in service as may be provided under Alaska law or for the purpose of retaining accrued (but not acquiring) leave or tenure.

1608 LEAVE PENALTIES

In the event that the teacher uses a leave period for a purpose other than that for which that leave was granted (without the express prior permission of the Superintendent), the teacher may be subject to disciplinary action.

1609 UNEMPLOYMENT COMPENSATION

A teacher who is granted any type of unpaid or partially paid leave expressly waives any and all entitlements or rights to unemployment compensation or benefits and agrees not to file for unemployment compensation or benefits for the leave period.

1700 HOUSING

Beginning with the 1990-91 school year the District assumes no obligation for the provision of teacher housing. The District will provide teachers with information regarding the availability and cost of housing within each community encompassed within the District and when possible, will assist teachers in locating housing. Such housing as the District determines from year to year is available for teachers will be provided in accordance with the provisions of this Article. Employees assigned to District housing will be required to live in the housing assigned as a condition of employment.

The above notwithstanding, teachers employed by the District during the term of this Agreement shall continue to be provided District housing for the life of this Agreement.

When a single employee living with another single employee changes status, the single employee(s) not changing status shall have the first option of continuing to live in the unit or of being reassigned to another housing unit if there is vacant, district housing available. Change of status of single persons living together will include:

1. Marriage
2. Addition of children to one or the other
3. Addition of live-in friends

1701 RENT AND UTILITY RATES

Monthly rental rates shall be:

- Efficiency \$557.00
- One Bedroom Apartment \$614.00
- Two Bedroom Apartment \$695.00
- Three Bedroom Apartment \$776.00
- Four Bedroom Apartment \$847.00

The monthly utility rate shall be \$150.00 per unit plus \$50.00 for each non-teacher occupant. Said utility rate shall be waived for any summer months during which the unit is unoccupied.

1702 RESIDENT TEACHER

Teachers who reside in a home in the North Slope Borough, not provided by or assigned by the District, shall be paid a monthly housing stipend of \$900 during the period of employment. For purposes of this provision only, the “period of employment” shall be actual legal obligation for the residence (e.g. ownership or lease term) or July 1 – June 30 of a contract year, whichever is less. The District shall pay no more than one (1) housing stipend per residence. The purpose of this provision is to acknowledge and encourage resident teachers.

1703 HOUSING ASSIGNMENT AND SUBLETTING GUIDELINES

The District shall meet and confer with the Association Housing Committee regarding guidelines for housing assignment and subletting and any other housing-related concerns which the parties mutually agree to include.

1704 LEASE

The teacher shall enter into a lease agreement with the District that is in accordance with Alaska law.

1800 GROUP INSURANCE

1801 HEALTH COVERAGE

The District shall provide medical, visual, audio, and dental insurance policies, for the teacher and the teacher's spouse and eligible dependents that are substantially equivalent to the coverage in effect during the immediate past negotiated agreement. The teacher expressly waives any right that may exist for any claim against the District for compensation in lieu of or in addition to the cost of said coverage by virtue of the fact that a teacher does not have a spouse and/or dependent(s) covered by the policies. The District shall provide the Association one signed hard copy of the plan.

1802 LIFE COVERAGE

The District shall provide a term life insurance policy for the teacher in the amount of twice the teacher's annual salary rate for the standard work year, or reduced work year if applicable, rounded to the nearest \$1,000.

1803 TRAVEL ACCIDENT COVERAGE

The District shall provide a travel accident policy for the teacher covering accidental death while on approved District travel status in the amount of \$500,000. This coverage is in addition to that provided in Section 1802.

1804 PERSONAL PROPERTY COVERAGE

The District shall make available to the teacher at their request an optional personal property insurance program and shall establish reasonable procedures for participation in the program.

1805 INSURANCE TERMS AND CONDITIONS

The specific terms and conditions of the insurance coverage provided in Section 1800 shall be subject to the insurance policies issued to the District by the insurance carrier(s). Notwithstanding the provisions of Sections 302, 305, and 1801-1804, the terms and conditions of said policies may be altered at any time that applicable state or federal laws mandate such changes or in the event that certain types of specified policies or coverage are no longer available to the District. Should such occur, the District shall be under no obligation to alter any other benefit as provided in this Agreement to compensate for changes to coverage necessitated in Section 1805.

1806 INSURANCE CLAIM DISPUTES

Any dispute relative to the adjudication of any insurance claim shall be between the teacher and the insurance carrier or third-party claims administrator, and shall not involve the District nor create any liability whatsoever for the District.

1900 ADDED DUTY COMPENSATION

1901 Added Duty Compensation Ranges/Weeks/General/Requirements

Range	1	2	3	4	5	6	7	8	9
Compensation	\$592	\$1182	\$1766	\$2361	\$3543	\$4723	\$5904	\$7084	\$8264

Activity	Range	General Requirements
Academic Activities Facilitator	9	School Year
Band Director, HMS/BHS	8	Min. 4 performances per year
Yearbook Advisor		
150+ Students	5	Page and print requirements will be determined each year
149 or less students	4	
Newspaper Advisor		
BHS	4	Minimum of 7 issues per year, 8 pages minimum
Ipalook	4	
Villages	4	
HMS	4	
Student Council Advisor	4	Meet as necessary, 8 projects
VICA (voc-ed)	5	School year
Villages	4	

Jr./Sr. Class Advisor	3	Minimum of 4 projects/year
So./Fr. Class Advisor	1	Minimum of 2 projects/year
National Honor Society	2	Minimum of 4 projects/year
Pep Band	4	Spring & Fall (2 performances)
Student Store Advisor	5	School year
Choir	5	Spring & Fall (2 performances)
Choir	3	Spring or Fall (1 performance)
Drama	5	Drama (per show)
Alaska Federation of Natives	2	Site Coach
Inupiat Dancing	4	Spring & Fall (2 performances)
Talent Show	2	10 student minimum
Talent Show	3	10 student & 5 community acts
Activity (principal approved, 7 student min)	6	2 nights per week per semester
Activity (principal approved, 7 student min)	4	2 nights per week per quarter
Battle of the Books	2	Site Coach
History Day	3	Site Coach
Science Fair	3	Site Coach
Geography Bee	2	Site Coach
Spelling Bee	2	Site Coach
Debate Club, We the People	3	Site Coach
Future Teachers of America	2	Site Coach
WEIO	2	Site Coach
45 minute class 5 days per week	8	Per year, academic focus approved by Curriculum Director (semester, ½)
Site Tech – Village	9	School year commitment
Site Tech – BHS, HMS, IPK	7	School year commitment
Site Tech – Kiita	5	School year commitment
ELL Liaison (AK cert. req's)	7	School year

Athletic Director – BHS	9	School Year
Football		
Head Coach, BHS	8	12 weeks
Ass't Coach, BHS	7	12 weeks
Head Coach, Point Hope	7	10 weeks
Ass't Coach, Point Hope	6	10 weeks
Head Coach, Village	6	8 weeks
Ass't Coach, Village	5	8 weeks
Head Coach, HMS	5	8 weeks
Ass't Coach, HMS	5	8 weeks
Basketball		
Head Coach, BHS	9	14 weeks
Ass't/JV Coach, BHS	6	12 weeks
Head Coach, Point Hope	9	14 weeks
Ass't Coach, Point Hope	6	12 weeks
Head Coach, Village	7	12 weeks
Head Coach, HMS, Point Hope	5	9 weeks
Ass't Coach, HMS, Point Hope	4	9 weeks
Middle School, Village	2	5 weeks, per coach
Volleyball		
Head Coach, BHS	8	12 weeks
Ass't/JV Coach, BHS	6	12 weeks
Head Coach, Village	4	8 weeks
Middle School	2	5 weeks, per coach
Wrestling		
Head Coach, BHS	8	12 weeks
Ass't/JV Coach, BHS	6	12 weeks
Head Coach, Point Hope	7	12 weeks
Head Coach, Village	4	12 weeks
Middle School	2	5 weeks, per coach
Cheerleading		
Head Coach, BHS	7	12+ weeks
Cross Country		
Head Coach, BHS	5	8 weeks
Head Coach, Point Hope	5	8 weeks
Head Coach, Village	4	8 weeks
Middle School	3	5 weeks

1902 ADDED DUTY GENERAL CONDITIONS

- The Added Duty Committee shall consist of, at a minimum, the following: a designated NSBEA member, a designated Central Office administrator, and a designated building site Administrator. The committee is advisory in nature and shall only make recommendations to the Superintendent.
- Normally the minimum number of participants for full contract is: Cross Country, five each; Basketball seven each; Volleyball, eight each; Wrestling, eight each; Band, 35 each; Yearbook, five each; Newspaper, 10 each; Student Council, five each; Cheerleader, four each; Club/Class, eight each. The District may, at its discretion, offer a full contract for a lower level of participation.
- The Added Duty Committee shall recommend all range compensation changes due to number of weeks or general requirements for activity.
- No individual may hold two added duty contracts simultaneously without prior approval of the Superintendent.
- Added duty is defined as separately contracted duty, beyond the standard workday, for supervision of an activity, club, or sport.
- Added duty contracts are for a period of one school year or until the activity is completed, unless the contract is dissolved by the Superintendent because of too few participants or a shortened season.
- Added duty contracts shall be paid on the payday following the conclusion of that activity. If the contract is for an activity that lasts the entire school year the activity will be paid in two installments, one in December and one in May.
- All added duty positions shall be posted for a period of 5 calendar days prior to filling the position. An exception will be the posting of the Athletic Director, Football Coach and Cross Country Coach the preceding spring as those duties begin the first week.
- Acceptance of duties shall be at the option of the teacher.
- Added duty contracts shall be issued and accepted prior to the beginning of the activity.
- Any activity not covered on the list of activities shall be designated as a developing activity and shall have District approval. When determining placement for a developing activity the District will make comparisons to present activities in terms of time, number of students, and overall responsibility. However, the District shall determine the pay range for a developing activity and the District's determination shall be final and binding.

2000 SALARY

2001 SALARY SCHEDULE PLACEMENT

2001.1 Salary Column Placement

The teacher shall be placed on the appropriate column of the salary schedule based on the degree(s) conferred and the coursework completed prior to the entry-on-duty date of the work year during which the placement is to become effective. Teachers shall submit official sealed

transcripts from approved institutions. Initial column placement shall be based upon a Baccalaureate Degree or the highest degree above the Baccalaureate Degree earned coincident with or subsequent to the teacher's eligibility for an Alaska Type A or C Teacher's Certificate.

After initial column placement, the teacher may not be reduced in column placement due to the earning of a subsequent advanced degree. Column placement shall further be governed by the following definitions:

- "B" means a Baccalaureate Degree earned from an approved institution.
- "B+18" means 18 semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree. Nine of the 18 hours must be from the list of approved fields of study in Section 2001.2.
- "M or B+36" means a Master's Degree* earned from an approved institution or 36 semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree. Eighteen of the 36 hours must be from the list of approved fields of study in Section 2001.2.
- "B+54" means 54 semester hours of approved coursework earned subsequent to the conferring of the Baccalaureate Degree. Eighteen of the 54 hours must be from the list of approved fields of study in Section 2001.2.
- "M+18" means 18 semester hours of approved coursework earned subsequent to the conferring of the Master's Degree*. Nine of the 18 hours must be from the list of approved fields of study in Section 2001.2.
- "M+36" means 36 semester hours of approved coursework earned subsequent to the conferring of the Master's Degree*. Eighteen of the 36 hours must be from the list of approved fields of study in Section 2001.2.

For initial placement and subsequent column movement, only hours earned after the date the education degree has been conferred or after the date that all degree requirements have been met to be eligible for an Alaska Teacher's Certificate shall be counted towards a salary column adjustment.

*In order for an advanced degree to be applicable for column placement, the degree must be in elementary or secondary education, in educational administration, or in any other area in which the Alaska Department of Education offers certificate endorsements or must be approved by the Superintendent.

2001.2 Approved Coursework Definition

The following coursework shall be considered approved coursework:

- the fields of study listed below; or
- within the teacher's major or minor field; or
- an assigned teaching area; or
- that is in a program leading to an advanced degree or certificate endorsement; or
- that is required by the District or approved by the Superintendent.

Coursework must be completed at an approved institution with an earned grade of "C" or better. To be approved by the Superintendent, coursework shall be earned in accordance with a plan of study pre-approved by the Superintendent before coursework is begun and shall include semester hours of credit earned in, or related to, one or more of the following fields of study:

- Instructional Theory into Practice
- Effective Schooling
- Competency Based Education
- Teaching and Working in a multi-cultural environment, e.g. Inupiat language, culture, history, Alaskan studies, multi-cultural studies, Alaska Native Claims Settlement Act
- Teaching in multi-graded schools
- Assertive Discipline
- Phonics
- Balanced Literacy
- Cooperative Learning
- Computer Assisted Instruction/Educational Technology

Notwithstanding the above, a teacher's coursework that was accepted by the District prior to August 15, 1990 shall continue to be deemed approved.

2001.3 Approved Institution Definition

"Approved Institution" shall mean a college or university accredited by the Northwest Association of Schools and Colleges (or other equivalent regional accrediting association) or an institution approved by the Superintendent.

2001.4 Semester Hour Definition

Shall mean a semester hour of credit, or the quarter-hour equivalent thereof, awarded by an approved institution.

2001.5 Salary Step Placement

The teacher shall be placed at the appropriate step of the salary schedule on the basis of the required documentation submitted to the Superintendent, showing the years of service prior to employment with the District, and District documentation of in District years of service completed prior to July 1 preceding the entry on duty date of the work year during which the placement is to become effective. The total maximum years of service for step placement

purposes shall be limited to a maximum of six and eight years for the teacher holding a Baccalaureate or Master's Degree respectively upon initial entry on duty with the District.

2001.6 Salary Placement Errors

If a teacher believes there is an error in column and/or step placement, the teacher may submit additional information to support his/her claimed placement. If the information meets the standards of this agreement and is received in the District Human Resources office by January 15, the adjustment shall be made retroactive to the beginning of the school year. Late hires shall have not more than 90 days from date of employment to submit information to correct their placement retroactively. If the information is submitted more than 90 days after the date of hire, the adjustment shall be effective on the date the information was submitted.

2001.7 Salary Column Adjustments for Obtaining Additional Credentials

A member holding a valid contract who has met the requirements necessary for advancement to a higher column on the salary schedule shall, upon written request and submission of required information, be issued a contract adjustment. The actual increase in salary shall be effective as of the date the required information is submitted.

2002 SALARY PAYMENT

2002.1 Salary Payment Installments

The teacher's annual salary shall be paid in equal monthly installments beginning on the last work day of the month the teacher enters on duty and ending with the following August, except that the teacher will receive the final checks with the last check of the work year. The District may withhold the last paycheck of the work year pending satisfactory completion by the teacher of the required year-end reports and other duties. The teacher may elect to have the annual salary pro-rated as provided above but ending with the month containing the last scheduled day on duty for the work year. Such election shall be made in writing, received by the Superintendent within 10 calendar days of entry on duty for the work year and shall remain in effect from year to year unless revoked in writing and received by the Superintendent within 10 calendar days after entry on duty during a subsequent year.

2002.2 Salary Advance

The teacher newly hired by the District shall be entitled to a salary advance. The Business office and the employee shall determine the repayment schedule.

2002.3 Payroll Deductions

The District shall make payroll deductions as required by law, deductions for District housing rent and utilities, and deductions for teacher-elected optional insurance under the District's group policies. Upon prior written authorization as required, the District shall also make payroll deductions for the North Slope Borough Thrift Plan (if the District participates), for Association dues, and for one eligible tax-sheltered annuity per teacher. Eligible tax-sheltered annuities shall be those annuity firms with which the District is doing business on the effective date of this Agreement and new firms upon request of not less than 10 teachers. The teacher may, upon written authorization, change the amount of the tax-sheltered annuity deduction once during the

work year or may revoke the deduction. Once revoked, the deduction may not be reinstated during the work year.

2002.4 National Board Certification

Teachers earning a National Board Certificate shall be paid a \$1,000.00 bonus per year during the effective life of the certification. Teacher must produce documentation verifying their certification in order to be eligible for the bonus.

2002.5 Professional Performance

The District shall administer and provide performance pay to teachers consistent with the Professional Performance plan set out herein. This Professional Performance Plan shall sunset and be of no further force or effect as of the expiration of this agreement.

The District shall provide compensation to teachers consistent with the guidelines set out herein:

- a. Individual Learning Plan (ILP) Evidence - \$1000 per year, paid at end of school year
- b. Family Communications – paid at end of school year
 - i. Four Classroom/General Communications, 1 Face to Face Communication with parent/family with student present \$300
 - ii. Seven Classroom/General Communications, 2 Face to Face Communication with parent/family with student present \$700
 - iii. Ten Classroom/General Communications, 3 Face to Face Communication with parent/family with student present \$1000
- c. Professional Learning - College or University coursework or workshop in the instruction of reading, writing, math, science, differentiated instruction, Inupiat History Language and Culture, and/or technology with a grade of “C” or better posted on a transcript.
 - i. 1-semester hour class - \$150
 - ii. 2-semester hour class - \$300
 - iii. 3-semester hour class - \$500
 - iv. Approved Inupiat Language History and Culture Class – Cost of class and \$500
- d. Teacher Development Plan – paid at end of school year
 - i. \$500 – Plan developed by teacher, approved by Principal, attends 80% of professional development meetings, and other items as developed
 - ii. \$750 - Plan developed by teacher, approved by Principal, attends 80% of peer professional development meetings, and other items as developed
 - iii. \$1250 – Plan developed by teacher, approved by Principal, attends 80%, and measured improvement in achievement as seen in ILPs, and other items as developed
- e. Professional Collaboration – Collaboration of teams or small groups of teachers to improve or accelerate student learning and/or achievement. Collaboration topics must have site administrator approval and include meaningful performance goals tied to specific learning outcomes. Documentation must include collaboration topic approval, participants, performance goals, agendas, timelines, and brief summary of learning outcomes and the effectiveness of collaboration related to student achievement and/or learning. Professional Collaboration must be different than Professional Development Plans. Paid at end of school year

- i. \$50 per Separate Collaboration Opportunity – Teamwork to Accelerate Student Achievement and Maximize Student Learning - \$250 maximum
 - ii. \$100 per Separate Collaboration Opportunity – Assess Student Learning More Deeply - \$500 maximum
- f. Teacher Leadership Development* - Documentation to Administration must include participants, attendance, performance goals, agendas, mastery or accomplishment of Development Plan goals, and verification or staff development or training to other teaching staff. Consistent facilitation of monthly meetings. Hold monthly meetings to assist in teacher development and deployment of Teacher Development Plans. Evidence the team assists other individuals or teams to achieve success.
 - i. Mentor – \$1766
 - ii. Leader – \$5309
 - iii. Facilitator - \$7084
 - iv. Coaches – Daily Rate of Pay per Extended Contract

*Selection of teachers to participate in this subsection will be based on certification and endorsement, professional preparation, fields of study, academic focus, and type and quality of experience relative to the position to be filled. Further work will be undertaken to clarify these roles.

2002.6 Adequate Yearly Progress Incentive Pay

All teachers signed up for Professional Performance at a site making AYP shall be paid a \$500.00 bonus for the school year that AYP was achieved. Paid upon official notification by Alaska EED in August of next school year.

2002.7 Village Cost Differential Payment

Any teacher assigned to a site other than Barrow will be paid a Village Cost Differential Payment in the amount of \$4000 per year.

The payment will be paid in two installments, one in December and one in May.

2003 SALARY SCHEDULES

2003.1 Salary Schedule for Teachers FY 2009-10

2003.2 Salary Schedule for Teachers FY 2010

STEP			M	M+18	
	B	B+18	B+36	B+54	M+36
0	51,500	52,638	55,013	57,287	59,663
1	52,448	54,544	56,919	59,192	61,568
2	54,353	56,449	58,824	61,098	63,474
3	56,259	58,355	60,730	63,003	65,379
4	58,164	60,260	62,635	64,909	67,285
5	60,070	62,166	64,541	66,814	69,190
6	61,975	64,071	66,446	68,720	71,096
7	63,881	65,977	68,352	70,625	73,001
8		67,882	70,257	72,531	74,907
9		69,788	72,163	74,436	76,812
10		71,693	74,068	76,342	78,718
11			75,974	78,247	80,623
12				80,153	82,529
13					84,434

Footnote to Salary Schedule

- Additional earnings of up to \$7500 are available through the professional performance provisions found in Sections 2002.5, 2002.6 and 2002.7 of this contract.

2003.2 Salary Schedule for Teachers FY 2010-11

2003.2 Salary Schedule for Teachers FY 2011

STEP	B	B+18	M	M+18	M+36
			B+36	B+54	
0	53,045	54,217	56,664	59,005	61,453
1	54,021	56,180	58,626	60,968	63,415
2	55,984	58,143	60,589	62,930	65,378
3	57,946	60,105	62,552	64,893	67,341
4	59,909	62,068	64,514	66,856	69,303
5	61,872	64,031	66,477	68,818	71,266
6	63,834	65,993	68,440	70,781	73,229
7	65,797	67,956	70,402	72,744	75,191
8		69,919	72,365	74,706	77,154
9		71,881	74,328	76,669	79,117
10		73,844	76,290	78,632	81,079
11			78,253	80,594	83,042
12				82,557	85,005
13					86,967

Footnotes to Salary Schedule

- Additional earnings of up to \$7500 are available through the professional performance provisions found in Sections 2002.5, 2002.6 and 2002.7 of this contract.

2003.3 Salary Schedule for Teachers FY 2011-12

2003.2 Salary Schedule for Teachers FY 2012

STEP			M	M+18	
	B	B+18	B+36	B+54	M+36
0	54,636	55,844	58,364	60,775	63,296
1	55,642	57,865	60,385	62,797	65,318
2	57,663	59,887	62,407	64,818	67,339
3	59,685	61,908	64,428	66,840	69,361
4	61,706	63,930	66,450	68,861	71,382
5	63,728	65,952	68,471	70,883	73,404
6	65,749	67,973	70,493	72,905	75,425
7	67,771	69,995	72,514	74,926	77,447
8		72,016	74,536	76,948	79,469
9		74,038	76,558	78,969	81,490
10		76,059	78,579	80,991	83,512
11			80,601	83,012	85,533
12				85,034	87,555
13					89,576

Footnotes to Salary Schedule

- Additional earnings of up to \$7500 are available through the professional performance provisions found in Sections 2002.5, 2002.6 and 2002.7 of this contract.