

**Juneau School District  
Collective Bargaining Proposal  
with the  
Juneau Education Association**

**January 19, 2012**

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## Article 1

### Recognition

#### Section 1. Introduction

This Agreement is entered into between the Board of Education on behalf of the City and Borough of Juneau School District, to be referred to as the Board, and the Juneau Education Association, to be referred to as the Association.

The intent of this Agreement is to set forth and record the agreement between the parties on those matters pertaining to wages, hours, and conditions of employment.

Unless the context otherwise requires, the term "Agreement" shall refer to the basic provisions contained in the executed agreement and any and all appendices attached and made a part of the agreement.

#### Section 2. General Recognition/Exclusive Representation

The Board recognizes the Association as the exclusive bargaining representative for all certificated teaching personnel employed by the District and placed on contract for the duration of the current school year ~~per diem substitute teachers of more than nineteen (19) days duration.~~ Certificated employees represented by JSAA shall not be included in the Association bargaining unit.

#### Section 3. Non-interference

The purpose of this article is to recognize the right of the bargaining agent to represent certificated teaching personnel in the bargaining unit in negotiations with the Board. Granting recognition is not to be construed as obligating the Board in any way to continue any functions or policies, nor diminish its power as authorized by law.

#### Section 4. Verification of Representation

The Association and the Board shall abide by AS 23.40.100, Representatives and Elections.

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NO CHANGE

**Article 2**

**Principles**

Nothing in the Agreement shall restrict the right of the individual certificated employee to present problems of his/her personal concern to the building principal or Superintendent or Board in that order, except that such presentation will be considered the views of the individual and not necessarily those of the Association.

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NO CHANGE

### **Article 3**

#### **Management Rights**

This Agreement contains the full and complete Agreement of the parties with respect to all negotiable items that have been fully discussed. The management rights of the Board, including the right to adopt rules, regulations, and policies deemed necessary by the Board during the term of this Agreement shall be considered limited only by the specific and express terms of this Agreement.

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#### Article 4

##### Maintenance of Standards

All negotiable conditions of employment that were available to an employee during the life of the former Agreement, even though not specifically written into the contract, shall be continued during the term of this Agreement unless otherwise changed by the collective bargaining agreement.

Both parties agree that during the life of the Agreement changes may be mutually agreed upon by entering into Memoranda of Understanding as a means for resolving conflicts related to contract language interpretation or as a result of changing circumstances in the District. It is agreed upon and understood that Memoranda of Understanding once ratified by the Board of Education and Association will become included in the Negotiated Agreement. All Memoranda of Understanding must be created through the contract review process defined in Article 5.

Both parties agree that Letters of Agreement may be utilized to resolve conflicts related to individual employees and/or unique circumstances. Letters of Agreement will be entered into knowing the unique nature of the circumstances will sunset at a point in time defined in the agreement. Letters of agreement will not become precedence setting within the Negotiated Agreement.

Article 5

Supplemental Agreements/Contract Review

Section 1. Memoranda of Understanding

This negotiated Agreement may be amended through Memoranda of Understanding supplemental agreements upon mutual consent of both parties. The parties agree that the Memoranda of Understanding supplemental agreements provisions shall be used solely for the purpose of addressing matters of significance that are not dealt with in the existing negotiated Agreement and/or provide clarification to existing contract language. Except for the establishment of a Service Recognition Program; salaries, benefits, or other compensation budgeted cost items shall not be negotiated under this provision.

Memoranda of Understanding Supplemental agreements shall be completed through negotiation between the two parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Such negotiations shall commence within twenty one (21) calendar days exclusive of holidays of the receipt of the request.

Memoranda of Understanding Supplemental agreements shall, upon ratification, become a part of the regular negotiated Agreement and be subject to all of its provisions.

Section 2. Contract Review Process

- A. Representatives of the District and the Association shall meet monthly from August through May for the purpose of reviewing the implementation of this Agreement and for resolving problems that may arise. The meetings shall be called the second Wednesday of each month beginning at 4:30 p.m. Additional meetings may be scheduled upon mutual agreement or meetings may be cancelled upon mutual agreement.
- B. Three to five representatives shall be selected by the Association and three to five administrator representatives will be selected by the Superintendent as members of the Contract Review Committee. The Association and administrator representatives shall separately designate an Association chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, items for discussion at least one week in advance of the scheduled meeting.
- C. The meetings of the Contract Review Committee shall be for the purpose of resolving conflicts; however, the process is not intended to bypass the grievance procedure outlined in Article 33 of this Agreement.
- D. Agreements arrived at by the Contract Review Committee shall be reduced to writing in the form of Memoranda of Understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Association and the Board of Education the Memoranda shall become a part of the

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**Agreement for the duration of the Agreement. Other agreements arrived at by the Association and District but not included in the agreement shall be reduced to writing in the form of Letters of Agreement endorsed by the Association President and the Superintendent.**

## Article 6

### Negotiations

#### Section 1. General Procedures

Negotiations procedures shall be conducted in accordance with Alaska Public Employment Relations Act (PERA).

#### Section 2. Inaugurating Negotiations

Either party may initiate negotiations by written notice. Written notice of intent to negotiate shall be by registered mail, submitted by the President of the Association to the Board, or by the Board President to the Association.

If neither party notifies the other by December 1, of the school year that the Agreement is to expire, of its intent to negotiate, the Agreement is automatically renewed for the following school year.

Each party shall select a negotiations team and within fourteen (14) calendar days agree upon a satisfactory time and place for the first meeting.

~~Negotiations shall be considered open upon the first meeting of the negotiating teams and may continue for a period of forty five (45) calendar days. Extension of the negotiation period shall be by mutual consent.~~

#### Section 3. Conducting Negotiations Sessions

- A. The first negotiations session shall be devoted primarily to establishing future meeting places, dates, times and other ground rules.
- B. The second negotiations session shall be devoted to discussion of proposed articles including each party's interests associated with proposed changes ~~the exchange of proposals. New articles for proposed change will not No new proposals shall be introduced after this meeting unless by mutual consent. Articles, sections or parts of the section of the existing Agreement that are not presented as proposals shall be automatically included for the next contract period.~~ Articles are defined as those headings listed in the Table of Contents. Sections are those provisions listed under an Article by numeral. Subsections are those provisions listed as paragraphs.
- C. Meetings shall be closed to all except panel members agreed to at the time of the first meeting. Each party will be allowed to bring in consultants by mutual agreement.
- D. Facts, opinions, and counter-proposals will be exchanged freely during meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.
- E. Information about negotiations issued to the news media after the first meeting shall be released only by mutual consent by the negotiating teams of the Board and the Association.

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- F. The Association shall be entitled to copies of information and documents normally made available to the public by request.
- G. All negotiations shall be conducted pursuant to ground rules agreed to by the parties. All initial proposals, tentative agreements before ratification, last best offer proposals, and final agreement between parties shall be available to the public for review.

#### Section 4. Agreements

When the participants reach a consensus on the successor Agreement ~~total negotiations proposal~~, each party will present the tentative agreement to their constituents prior to ratification. ~~a joint report will be prepared and presented in writing to the Board and to the Association.~~

The Board and/or the Association may reserve the right to have the proposed Agreement reviewed by their respective counsels before ratification.

#### Section 5. Ratification

The Agreement shall be ratified by the Association prior to ratification by the Board of Education. ~~both parties and become a part of the official minutes of the Board and Association.~~

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## Article 7

### Savings Clause

In the event any section or part of a section is proved to be in violation of the law, the portion of the Agreement is null and void the balance of the Agreement remains valid and upon the request of either the Board or the Association the parties may shall enter into immediate negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

The Board of Education will not create policy that conflicts with provisions of this Agreement. Existing Board of Education policies may not be violated by any provision of this Agreement.

In the event of a conflict between the provisions of this Agreement and provisions of the Board's Policy Manual, the provisions of Board of Education policy this Agreement shall control and upon the request of either the Board or the Association the parties may enter into immediate negotiations for the purpose of attempting to arrive at a satisfactory solution. the conflicting language in the Policy Manual shall be deleted.

No provisions of the Agreement may be changed, modified or altered during the term of the Agreement except by mutual consent of the parties.

This Agreement supersedes all other Agreements.

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## Article 8

### School Year and School Day

#### Section 1. School Year

The standard certificated employee's contract shall consist of ~~one hundred eighty two (182) days in the 2009-2010 school year and hundred eighty three (183) in the 2010-2011 school year and one hundred eighty-four (184) days in the 2011-2012 school year.~~

#### Section 2. School Day

The length of the school day for each certificated employee within the District shall be eight hours(8) ~~seven and one-half (7.5) hours~~, including a thirty (30) minute minimum duty free lunch.

## Article 9

### Work Schedule

#### Section 1. Prep Time

Elementary teachers shall be provided one-hundred eighty (180) minutes per week for preparation time during the student day. Preparation time may be blocked in increments of time of ~~in some manner, provided that any block is~~ no less than thirty (30) minutes.

Middle school teachers shall be provided a preparation period of forty-five (45) ~~ninety (90)~~ minutes per day.

High School teachers shall be relieved of all instructional and supervisory obligations for a minimum of two hundred fifty (250) minutes per week during the regular class hours for purposes(s) of classroom preparation and/or conferencing. Preparation time may be blocked in increments of time ~~in some manner, provided that any given block is~~ no less than fifty (50) minutes.

#### Section 2. Break Time

Elementary teachers (K-5) will be afforded opportunities for restroom breaks on an as needed basis or as mutually agreed upon between teachers and the principal. ~~Every elementary teacher, K-5, shall be provided with a fifteen (15) minute break mornings and afternoons free from students (recess may count for this purpose).~~

#### ~~Section 3. Elementary and High School Low Incidence Special Education Non-Instruction Time~~

~~Elementary special education teachers and high school low incidence teachers shall be provided an additional sixty (60) minutes per week of non-instruction time.~~

#### ~~Section 4. Supervision~~

~~Teachers shall not be required to be in a class that is under the supervision of another certificated employee. In the event of a team teaching situation, the teachers involved and the building administrators shall agree upon a policy stipulating under what conditions one teacher may leave his/her students under the sole supervision of the other team member. The policy must be agreeable to the parties involved in the team teaching situation, including the building administrator.~~

#### Section 5. Non-Teaching Duties

Aides will be responsible for supervision of playground, lunchroom activity, hall duty and other assistance of teachers. Teachers shall perform these duties when additional help is deemed necessary by the building administration.

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**Section 6. Changes in Work Schedules**

The work schedule standards provided in Sections 1 through 4 of Article 9 may be amended at individual school sites by agreement of the principal and two-thirds (2/3) of the affected bargaining unit staff at that school.

**Section 7. Multi-building Assignment**

Certificated classroom teachers assigned to more than one building shall be provided:

- a. Schedules that allow for prep and lunch;
- b. Sufficient time to travel between assignment locations;
- c. Schedules that allow for set up and take down time.

The principals of these certificated classroom teachers shall meet and develop a schedule that meets that meets the above (a. through c.) by the fifth (5<sup>th</sup>) contract day of each semester.

## Article 10

### Extra Duty Assignment

#### Section 1. Determination of Activities and Positions

The building administrator, with the approval of the superintendent, will determine which Extra Duty Assignments, from those designated on the Extra Duty Assignment Pay Schedule, shall be offered and funded for the following school year. Extra Duty Assignments for the next school year will be posted by May 5. Each year, any new Extra Duty Assignment (any Extra Duty Assignment not on the pay schedule) must be approved by the superintendent before they can be offered and a funding source and range be determined.

~~Extra Duty Assignments funded by private (non-school district) sources shall be governed by the provisions of this agreement.~~

#### Section 2. Selection of Advisors and Coaches

- A. Extra assignment beyond the ~~8~~ 7.5 hour day shall be considered made in the following order:
- 1 Certified incumbents who have successfully performed the duties and responsibilities of the Extra Duty Assignment;
  - 2 Qualified in-building certified staff members;
  - 3 Qualified in-district certified staff members;
  - ~~4 Incumbent community members;~~ and all others
  - ~~5 Qualified member from the community;~~
  - 6 In the event of two or more applicants at any single level the administration shall assign the extra-duty position to the most qualified applicant; and
  - 7 Any teacher from the building may be assigned by the superintendent if the administration determines that the Extra Duty Assignment is desirable. ~~No teacher shall be assigned the same Extra Duty Assignment for two consecutive years.~~
- B. Assistant advisor/coaching positions shall initially be selected by use of the Section 2A process. Final selection will be made by mutual agreement between the building administration and the head advisor/coach. Assistants will remain in place by mutual agreement between the head advisor/coach and the building administrator until such time as a new head advisor/coach is hired.
- C. Offers to head certified incumbent staff members to continue in the incumbent position shall be made in writing prior to May 5. Incumbents must respond in writing to the offer within five days or the position may be considered vacant.

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- D. If an incumbent is not rehired they will be notified on or before May 5.
- E. Vacancies in positions that begin prior to October 1 shall be posted in that building by May 10. In building certified staff members will have five days to apply. Positions that are not filled shall be posted district-wide with certified staff members given five days to apply. Positions that still are not filled shall be posted district-wide and within the community until filled or until pulled by the district. Positions shall be filled no later than the last day of the school year when practical.
- F. Vacancies in positions that begin after October 1 shall be posted in that building by May 10 whenever possible. In building certified staff members shall have five days to apply. Positions that are not filled shall be posted district-wide with certified staff members given five days to apply. If the position is not filled by a certified staff member or an incumbent it will be reposted district-wide at the beginning of the following school year and certified staff will have five days to apply. Positions that are still not filled shall be posted within the community until filled or pulled by the district.

### **Section 3. Compensation**

Staff members involved in Extra Duty Assignments shall be compensated in accordance with the provisions of this Agreement without deviation.

Advisors and coaches of funded positions shall sign an extra-duty contract that shall state the individual's extra-duty compensation. Such contract compensation to an individual teacher is not subject to continuing contract provisions as outlined in AS 14.20.145.

Each advisor/coach shall be compensated in accordance with their placement on the Extra Duty Assignment Pay Schedule (Appendix F).

Compensation for advisors/coaches who share one assignment shall be the amount equivalent to the percentage of the individual's percentage of the assignment.

### **Section 4. Elementary Advisors**

The District may, at its discretion, allocate a yearly stipend fund to elementary schools for the purpose of compensating district employees who assume responsibilities of elementary extracurricular activities. District employees who assume these responsibilities will be paid at Range 1 on the Extra Duty Assignment Pay Schedule per Appendix H.

## Article 11

### Personnel Changes

#### Section 1. Transfers

Transfers, whether voluntary or involuntary, are defined as movement between buildings.

##### A. Voluntary Transfers and Reassignment

Recognizing the desirability of filling vacancies and new positions from within the District's own certificated staff, meeting instructional requirements, promoting the best interests of students, and supporting the goals of the school system; the following procedures ~~polices~~ shall be followed when requesting transfers and selecting teachers for transfer into vacant or new positions:

1. Certificated employees within the school/program building in which there is an opening shall be considered ~~given first option~~ for that opening. Principals/program administrators reserve the right to assign and/or re-assign teachers within their school/program for positions in which teachers are certified and when appropriate, highly qualified.
2. District certificated employees shall be considered and be provided an opportunity to interview ~~given preference when applying~~ for positions within the District prior to consideration for hiring external candidates.
3. ~~Budgetary reasons shall not be valid reasons for denial of an employee's transfer between buildings.~~
4. Teachers who have earned tenure in the District ~~completed two hundred ten (210) working days~~ are eligible to apply for voluntary transfers. ~~Long-term substitute time does not count toward the 210 days. The time requirement may be shortened by the Superintendent in cases where a transfer is considered beneficial to the District.~~ Teachers who desire to transfer for the following year must submit a request in writing, to the Human Resources ~~Personnel~~ Office, by March 15.

Any position opened after August 15 will be subject to the requirements of Section 1 (A). Currently employed teachers selected to fill the opening will do so only at the beginning of the following school year, unless the immediate transfer is approved by the District. In the interim, the position may be filled by a new hire who will be required to vacate the position at the end of the current contract year.

A teacher may withdraw an application for transfer without prejudice for

consideration of future transfers.

5. The determination of a vacancy or new position will only occur after the Principal/program administrator has assigned and/or re-assigned staff within their building/program. Once it has been determined that a vacancy exists, When a vacancy or new position occurs, the Director of Human Resources will notify the Principal/program administrator Building Administrator to proceed with the formation of an internal interview committee, who will form a transfer team within five days. The interview committee transfer team shall consist of District employees including the Principal/program administrator Building Administrator and a minimum of two teachers determined by the Principal/program administrator to be most appropriate to serve on the interview committee from the affected grade level(s), team(s), Department(s) or program area(s). The transfer team may add specific qualifications to the required job qualifications list if approved provided by the Director of Human Resources. The job announcement, including the comprehensive list of qualifications, will then be posted within the District for 37 working days. A copy of this announcement will be sent to the Association President.
6. The interview transfer team shall review transfer requests to determine those who are qualified and interview those who meet the qualifications. Qualifications shall consist of experience, formal training, certification/endorsements, length of service, and other qualifications identified in the specific job announcement. The role of the team will be to make a recommendation selection based on these qualifications, and program and District staffing considerations. ~~The Building Administrator will review previous evaluations as part of the decision making process.~~ The interview transfer team's recommendation decision will be reviewed and considered; however, the Principal/program administrator and/or Director of Human Resources reserve the right to deny the recommendation if it is determined that the recommendation is not in the best interest with meeting the needs of students within the school/program. ~~forwarded to the Superintendent and will be followed unless the Superintendent demonstrates a compelling reason to the candidate that supersedes the criteria and decision of the team.~~
7. If no transfer requests for the position are received within the 37 day period, or as soon as the Director of Human Resources is notified that none of the teachers requesting transfer are qualified, the position will be advertised to the general public.
8. ~~Teacher initiated transfers may be denied for reasons relating to affirmative action goals only under the following conditions:~~
  - ~~A minority applicant is newly hired for the position or placed in the position from his/her current placement on the RIF list;~~
  - ~~The vacancy which would be created by the potential voluntary transfer would have been in an area for which no minority applicant on file or the RIF list is~~

~~certified to hold; and,~~

~~The list of minority applicants and their qualifications will be provided to JEA for verification purposes.~~

9. In the case that a transfer has been denied because the resulting vacancy cannot be filled by a qualified candidate, the teacher denied a transfer for this reason will be granted the position at the beginning of the next school year. If that position no longer exists, then the teacher may be placed in a comparable open position. In the interim the position may be filled by a new hire who will be required to vacate the position at the end of the current school year.
10. **The District reserves the right to expedite the hiring process for all "high priority" positions (Special Education, secondary mathematics, science, etc.) determined when there are no certified and qualified candidates within the District.**

#### B. Involuntary Transfers

Notice of an involuntary transfer or reassignment for the coming year shall be given to certificated employees as soon as reasonably possible ~~practicable~~ and not later than May 15.

If, ~~because of extraordinary circumstances,~~ an involuntary transfer becomes necessary after May 15, or during a current school year, the certificated employee involved shall be given seven (7) ~~fourteen (14)~~ calendar days, exclusive of holidays, notice before the transfer occurs, and shall be given up to two(2) ~~seven (7)~~ working days of in-service time to prepare for the new position. Any required retraining shall be at District expense.

No position shall be filled by means of an involuntary transfer until the provisions under Voluntary Transfers have been exhausted. Any certificated employee who is involuntarily transferred for the following academic year, shall be the least senior employee in the affected school or program. ~~elementary building or in the case of secondary, in the department.~~

An involuntary transfer shall not be a device to give out-of-favor certificated employees any less desirable assignment. No involuntary transfer shall be used as a disciplinary action.

An involuntary transfer will be made only after notification, in writing, from the Superintendent or designee of reasons for the transfer. After such notification the Superintendent or designee shall meet with the certificated employee upon his/her request. Said meeting shall be scheduled within seven (7) calendar days after the notice, at which time the employee may request reasons for the transfer be placed in his/her personnel file. ~~and may request a Board hearing on the matter. The Board shall schedule a meeting with the teacher within seven (7) calendar days of the request for a hearing.~~

Certificated employees who have been involuntarily transferred shall be informed of

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positions that become available in the District and may request the positions, in order of preference, to which they desire to be transferred if certified and qualified.

## Section 2. Certificated Employee Exchange and Job Share

Job exchanges and job shares may be permitted by the Superintendent for the purpose of meeting the professional and personal needs of certificated employees in circumstances in which such arrangements serve students and promote the delivery of a quality educational program.

- A. Proposals for job exchanges and job shares must:
1. be initiated by the participating certificated employees,
  2. be submitted to the Superintendent in writing prior to March 15,
  3. include signatures verifying the approval of the participating certificated employees and the affected principal(s)/supervisor(s), and
  4. include a statement specifying the duration of the proposed agreement.
- B. A job exchange agreement shall be for a duration of one (1) year or two (2) school years and the certificated employees shall return at the end of that time to comparable the positions for which s/he are qualified left.
- C. A job share request must be in writing with the following information agreement must provide a:
1. description and location(s) of the positions to be shared,
  2. definition of each partner's proportion of the FTE, salary, insurance benefits, and leaves,
  3. description of how the duties of the position will be shared by the partners, and
  4. statement of which partner will retain the right to the position should either or both of the parties elect to not continue the job share. (Each job share participant shall return to his/her previous full-time equivalency.)

Approval of job shares will be at the discretion of the Principal/program administrator. Job share requests will not be approved unless all provisions of the request have been submitted and the split assignment is within the school day.

The Superintendent reserves the right to deny requests for job shares based upon the desire to meet the needs of the District, school, programs and most important of students. Certified employees who have not achieved tenure in the District or who have been placed on a Plan of Improvement within the previous three years are not eligible for consideration.

## Section 3. Building Closures

In the event of a building closure, where any reduction in enrollment does not result in a reduction in staff, then no certificated position in the affected buildings shall be declared vacant except in cases of voluntary transfer, retirement, leave of absence, death, or resignation. The certificated employee in the closed building shall have a one-time only first

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option for any vacancy in the District for which s/he is qualified.

#### Section 4. Reductions in Certificated Personnel

Reduction in Force (RIF) shall occur in accordance with A.S. 14.20.177 and according to the following procedure which is in the order of priority:

- a. The reduction in force will be accomplished through normal attrition.
- b. All emergency certificated employees shall be RIFed first provided there is a certificated employee available to fill the position.
- c. No tenured certificated employee shall be RIFed until all non-tenured certificated employees have been RIFed.
- d. Notwithstanding a. through c. above, no certificated employee shall be assigned or returned to a position for which they are not qualified on the basis of training, experience and/or endorsement.
- e. Reduction in Force will occur according to the reverse order of seniority (last hired, first laid off).

#### Section 5. Seniority

Seniority shall be defined as total years of continuous service to the District, including approved leaves, as computed from the first date of work under the certified employee's approved contract that initiated continual employment. Employees who resign from the District employment shall retain their seniority dates if re-employed within sixteen (16) months.

Ties in seniority date shall be resolved as follows:

(1) the date the employee was recommended for hire, according to District form #007 (for newly hired employees beginning with the 2004-2005 school year) or the date the employee signed the employment contract (for those employed prior to the 2004-2005 school year). The employee with the earliest date shall be most senior:

(2) if a tie exists, the certificated employee with the greatest number of semester hours beyond the Bachelor Degree shall be most senior.

Seniority shall continue to accrue for any certificated employee while on an authorized leave.

A certificated employee on approved leave shall be treated, for the purpose of a RIF, with the same consideration and seniority rights as if s/he were currently employed by the District. His/her notice, if required, would have to be given at the same time as other certificated employees who would be RIFed.

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**Section 6. Rights of RIFed Certificated Employees**

A RIFed certificated employee shall have the following options:

- a. Take a leave of absence for no more than two years with no loss of seniority. An employee on RIF status can apply for and receive a leave of absence at any time prior to receiving a recall notice.
- b. Continue full health and life benefits at his/her expense for up to one (1) year or as may be required by statute.

Except as provided for in Section 1 (A) 7, no new certificated employees shall be hired until all RIFed regular certificated employees with recall rights have been recalled or decline the opening. Such recall shall be based on seniority.

A RIFed certificated employee shall be offered a position for which qualified, for the percent of FTE held at a time of the reduction in force.

A RIFed certificated employee shall not lose his/her place on the seniority list by refusing a position in a specialty category as stated in Appendix A.

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Notice of Recall shall be sent by certified mail to the address provided to the District by the employee. The employee shall have five (5) week days, excluding holidays and weekends, from the receipt of the certified letter to accept the offer of reemployment. If the offer of reemployment is declined or if the District has not received timely notice of acceptance, the teacher shall be removed from the Recall List and shall forfeit all rights under this section. It is the responsibility of the RIF'ed employee to keep the District apprised of current contact information.

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## Article 12

### Academic Standards Freedom

It is the intent of the parties to assure that teachers comply with the Board of Education adopted curriculum as the established academic standards and best instructional practices. ~~enjoy academic freedom in the District. Teachers are expected~~ Academic freedom shall mean that ~~certificated employees are free to~~ utilize present instructional materials which are a part of the approved curriculum ~~pertinent to the subject and level taught,~~ within the outlines of the appropriate course content and within the planned instructional program as determined by ~~normal~~ best instructional practices and/or administrative procedures. Teachers are encouraged to be creative and innovative in planning, designing and delivering effective lessons that support and increase student achievement. Teacher practices will be data driven and results oriented. ~~Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.~~

~~It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the administration regarding curriculum, methodology, selection of materials, or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom as defined in the paragraph above has been clearly and positively breached by some specific, definitive act or order of the Administration or Board.~~

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**Article 13**

**~~Non-Discrimination~~**

~~The Association and the District agree that neither shall discriminate against any person on the basis of race, creed, color, national origin, gender, family, age, marital status, disability, sexual preference, or membership in the Association.~~

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#### Article 14

##### Personnel File

Each certificated employee shall on request, have the right to inspect the contents of his/her complete personnel file kept in the District Personnel Office. Anyone, at the certificated employee's request, may be present during this review.

On request, one copy of any documents contained in the file shall be afforded the employee at the District's expense. Additional copies will be at the employee's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District, except as set forth in this article. **The District may maintain documents and or records as determined necessary for future reference.**

Each certificated employee's personnel file shall contain the following items:

- evaluation reports
- copies of annual contracts
- record of teaching certificate
- transcript of academic records
- teacher retirement system forms
- application materials
- verification of physical examinations
- required training documentation
- letters of reprimand

Letters of reprimand shall be filed in the employee's personnel file in a timely manner. Unsubstantiated allegations and other complaints that do not result in a formal reprimand shall not be placed in the personnel file.

Copies of all annual evaluation reports and other materials to be placed in the certificated employee's file will be forwarded to the employee, and the employee will be afforded the opportunity to attach his/her comments.

It is recognized that the evaluator in the evaluation process may need to maintain an anecdotal record in order to aid the evaluator in the evaluation process. Such material kept beyond the completion of the annual evaluation shall be placed in the personnel file subject to the conditions of this article. An employee may request that such material **related to evaluation** be removed from the employee's personnel file and returned to the employee at the end of thirty-six (36) calendar months.

Confidential references and information originating outside the District obtained by the District in the process of evaluating the teacher for initial employment shall not be available for inspection or response by the non-tenured teacher.

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## Article 15

### Disciplinary Action for Just Cause

No certificated employee shall be disciplined, suspended, formally reprimanded, or demoted without just cause. It is not the intent of the parties to limit the application of AS 14.20.170.

Formal reprimands will result in a written record being placed in the employee's personnel file.

An employee may request that formal reprimands be removed from the employee's personnel file and returned to the employee upon termination of employment ~~at the end of thirty-six (36) calendar months if there has been no recurrence of a like nature.~~ The District reserves the right to maintain records related to any and all disciplinary action of employees indefinitely.

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**Article 16**

**Medical Physical Exams**

The District will pay up to four hundred dollars (\$400), every three (3) years, toward the cost of any required physical, either by the State or the District. This will include any special test required by the doctor to support his/her findings of ~~physical~~ fitness to hold the position.

**Article 17**

**Health and Life Insurance**

**Section 1. Health Insurance**

- A. The District agrees to pay ~~\$1200~~ ~~\$1135~~ per month in FY10 and \$1260 per month in FY11 and ~~\$1385~~ per month in FY12 per **insured** teacher ( ~~0.75~~ 0.5 FTE or greater) to the JEA Health Trust or JEA's designee. If a teacher works less than 0.75 half-time and opts to have District health insurance coverage, the District's health insurance payment will be proportional to the percent of the full-time equivalency the teacher works.
- B. The District will retain an amount equal to the contribution referenced in (A) above for each member waiving health coverage. The amount retained will be used to offset the total cost of health coverage paid by the District. ~~Beginning in July 2010, the District will apply the full amount retained the prior fiscal year to the members' portion of the premium amount on a monthly basis until the retained funds from the prior fiscal year are expended.~~

**Section 2. Life Insurance**

The basic life plan shall be equal to two (2) times the employee's annual salary rounded to the next higher \$1,000. Five thousand dollars (\$5,000) life insurance will be provided for spouses and dependent children according to the following schedule:

Spouse	\$5,000
Children	
Under 6 months	\$ 500
6 months and under 2 years	\$5,000
2 years and under 3 years	\$5,000
3 years and under 4 years	\$5,000
4 years and under 5 years	\$5,000
5 years to 23 years	\$5,000

This benefit will include accidental death and dismemberment at the specified rate. In the event of accidental death, the insurance will double the specified amount.

**~~Section 3. Travel Insurance~~**

~~All certificated employees covered under this Agreement shall be covered by a \$200,000 accidental death policy while on approved travel from the District. This shall cover all commercial travel by plane, boat or automobile while on District approved travel leave, and at no cost to the employee.~~

## Article 18

### Sick Leave

#### Section 1. Sick Leave

Sick leave may be taken by a certificated employee for personal injury or illness or for illness within his/her or spouse's immediate family, which requires the attendance of the employee or when his/her presence on the job could jeopardize the health of fellow employees or students. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, grandparent or person with whom one has had association equivalent to these family ties.

Sick leave is cumulative and shall be accrued at the rate of twelve (12) days or ninety (90) hours per school year. Accrual is pro-rated at a rate of one and one-third days for each calendar month or each major portion of each calendar month of actual service in accordance with 4 ACC 15.040. ~~Certificated employees on extended contract shall accrue additional pro-rated hours of sick leave based on the number of days in contract over 180. Sick leave shall be credited to the certificated employee at the beginning of the school term.~~

Certificated employees shall be allowed to use accumulated sick leave for life threatening illness in the immediate family (spouses, parents, offspring, legally adopted children) and up to fifteen (15) days sick leave for death in the immediate family. This leave may be extended upon approval of the Superintendent.

All provisions of the federal Family Medical Leave Act and the Alaska Family Leave Act will be adhered to in accordance with the law. All medically certified sick leave for F.M.L.A. and/or A.F.L.A. will run concurrent with sick leave days utilized by the employee. Employees will provide the District with a medical provider's certification no later than three (3) days following determination for FMLA eligibility.

~~If a certificated employee's illness is in excess of the number of days sick leave/sick leave bank to which s/he is entitled, s/he shall be paid the difference between the cost of a substitute and his/her daily salary, provided the employee returns to duty within (20) teaching days after using his/her accumulated sick leave/sick leave bank.~~

The District shall abide by State law in regard to sick leave transfer. AS 14.14.107 (b):

"A certificated school district employee who changes employment from one school district to another, or from a school district to the Department of Education, or from the Department to a school district, may transfer all of the cumulative sick leave to the new employer. It is the responsibility of the employee to notify the new employer, within 90 days of commencing work, of the number of days to be transferred."

#### Section 2. Sick Leave Bank

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A Sick Leave Bank will be established to enable a certificated employee (because of unusual circumstances) to receive up to, but not more than twice (2) the number of sick leave days s/he has credited to him/her at the first day of the school year, or 24 days, whichever is the greater. All sick leave and personal leave must be expended prior to eligibility for the Sick Leave Bank. A copy of approved leave shall be submitted to the District's Human Resources Personnel Office.

In order for a teacher to draw from the Sick Leave Bank, a teacher must contribute at least one (1) day to the Bank during the first thirty (30) calendar days after commencement of services or during the open enrollment period which shall be the month of October. It shall be the responsibility of the Association to administer the Sick Leave Bank. The total number of days donated and the names of donors shall be reported to the District's Business Office by the Association as needed, but not later than the 21st of the month.

No assessment shall be made unless the number of sick leave days falls below one hundred (100) except for new members.

A teacher, at his/her discretion, may donate sick leave or personal leave days directly to another teacher who has exhausted his/her sick leave and is not otherwise eligible to draw from the sick leave bank. Such donations may only be made to a teacher whose necessary absence from work results from an illness or injury to the teacher or a member of the teacher's immediate family. Eligibility is dependent upon exhaustion of a certified employee's sick leave, personal leave and sick leave bank. The donation must be approved by the Superintendent or Superintendent's designee; approval shall be withheld only if the receiving teacher does not qualify under this section.

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## Article 19

### Personal Leave

Each certificated employee will be entitled to three (3) ~~five (5)~~ days personal leave annually, the first of which will be paid by the District and two (2) ~~four (4)~~ of which shall be less \$110.

At the end of the school year, if three (3) ~~four or five~~ personal days remain unused, the district will pay the employee \$300.00 ~~\$150.00~~

Leave may be taken upon twenty-four (24) hours notice to the appropriate supervisor, provided that not more than 10 percent (10%), but at least one certificated employee of a building may be on personal leave at the same time.

Personal leave may not be taken during the first five (5) days and the last five (5) days of the school year, scheduled inservice days, five (5) days prior to or immediately after winter and spring breaks, or during the scheduled parent/teacher conference periods.

Personal leave will be prorated for those teachers working less than a full-year.

Personal leave is non-cumulative. The Superintendent, in special circumstances, may allow waivers to the above restrictions.

When the teacher's absence due to personal leave is to be more than two (2) consecutive days, the teacher shall be expected to consult with the unit administrator, or, at the administrator's request, with the substitute, to discuss instructional plans.

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## Article 20

### Association Leave

#### Section 1. NEA-Alaska/NEA Office Leave

Any professional employee elected to an office in NEA-Alaska or NEA which requires his/her full-time absence from the District will be granted Association Office Leave at his/her request. This leave will normally be for an entire teaching year. During the period of leave, the employee will receive the salary s/he would normally receive while performing his/her teaching duties; including all rights of tenure, retirement, advancement, and any other rights s/he would normally receive. In return, the School District will be reimbursed by JEA for the salary and benefits paid to the employee. This section of the Agreement will take effect only upon the receipt by the District of a binding agreement from JEA that these funds will be reimbursed by those organizations.

Upon completion of the Association Office Leave, the employee is guaranteed the same or equivalent position to the one s/he left.

#### Section 2. JEA Leave

The Board shall provide the Association a base of fifteen (15) days of Association Leave, plus one (1) day of Association Leave for every ten (10) Association members, or thirty-five (35) days, whichever is greater. The Association President will be provided a maximum of an additional fifteen (15) days to conduct Association business. This leave is non-transferable.

Association Leave shall be at full pay, and shall be granted by the Superintendent within twenty-four (24) hours prior to such leave being used.

An authorization statement from the President of the Association accompanying a letter for such leave will be adequate for justification.

#### Section 3. Other Association Leave

Leave time necessitated by the duties attendant to any elected or appointed office held by a member of the JEA in the State or National affiliates shall not be charged to the leave time of the JEA as granted in this Article.

The JEA, directly or through its affiliates, shall reimburse the City and Borough of Juneau School District for the cost of a substitute teacher if one is employed as a direct result of said leave, at the current per diem rate of salary for substitute teachers which is in effect at the time the leave is taken.

Article 21

Sabbatical Leave

The Board ~~may shall~~ provide for District-funded or unfunded sabbatical leaves under the following conditions:

- A. Any certificated employee who has seven (7) years of District service shall be eligible for extended leave of not more than one (1) year for purposes of advanced professional study.
- B. Applications for District sabbatical leave to commence during the first semester of a school year must be received by the Superintendent prior to January 15 of the preceding school year. Applications for leave to commence during the second semester of a school year must be received by the Superintendent prior to July 1 of the preceding school year. Applications shall include a statement of proposed benefit to the District. If the application is denied, the Superintendent ~~Board~~ shall return the application with an explanation to the applicant.
- C. All applicants shall be notified within forty-five (45) days as to the granting of the application.
- D. The Board may, at its discretion, grant sabbatical leave that provides full, partial or no salary compensation; and full, partial or no insurance benefits. The teacher shall advance on the salary schedule as though the employee had remained in the District.
- E. The District shall be responsible for making its share of contributions to the Teachers' Retirement System if any portion of the certified employee's salary is funded. The District ~~may shall~~ pay a teacher on sabbatical leave the difference between the sabbatical teacher's salary and the salary of the replacement teacher if the replacement teacher is paid less. The sabbatical teacher may elect to apply these funds toward the cost of health insurance or other benefits or as the teacher's contribution to the Teachers' Retirement System.
- F. Funding for a District sabbatical may be provided by an intern/extern program with colleges or universities. The certificated employee's salary will be distributed on a negotiated formula among the parties involved, based on the employee's current placement on the salary schedule. The District shall cover costs of benefits as required by law and regulation. The processes and procedures for this program will be jointly developed by the JEA and the District.
- G. ~~The District shall maintain an endowment fund for sabbatical leaves. The endowment shall be a source to assist the funding of salary, benefits, and the teacher's share of retirement costs for granted sabbatical leave. The District shall, on an annual basis, deposit in the endowment fund an amount equal to the difference between the cost of providing association leave pursuant to Article 20, Section 2, and~~

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~~the cost the District would have incurred if all Association leave to which the Association was entitled under Article 20, Section 2 had been taken.~~

~~H. The District shall create a committee composed of two JEA representatives, two persons to be appointed by the Superintendent, and one Board member. The committee shall establish criteria for the granting of sabbatical leaves and disbursement of resulting sabbatical leave endowment funds to individuals who have been granted sabbatical leaves. The committee may also explore options for obtaining additional funds. The committee shall also review all sabbatical leave requests and make recommendations to the Board regarding the number of, or if sabbatical leaves should be granted for that year and which, if any, sabbatical leave requests meet the criteria for the granting of a sabbatical leave.~~

**Article 22**  
Leave of Absence

**Section 1. Regular Leave of Absence**

A leave of absence without pay of up to two (2) years may be granted to any tenured professional employee upon application, and Board approval, for the purposes of participating in:

- a. Studies at an accredited college or university reasonably related to his/her professional responsibilities.
- b. Exchange teaching programs in other territories or countries.
- c. Foreign or military teaching programs.
- d. The Peace Corps or VISTA as a full-time participant.
- e. A cultural travel or work program related to the teacher's professional responsibilities.
- f. Other personal reasons.

Final application date for leave of absence is March 15.

If a certified employee applies to engage in advanced studies, relating to his/her professional responsibilities, they will notify the District of their intent and provide documentation of their application to the advanced study program by March 15 and will have until May 1 to apply for the regular leave of absence. The Superintendent shall have the authority to grant an exception to the advanced study deadlines for special circumstances. The certified employee will be required to submit documentation of academic progress from the advanced studies program.

A certificated employee granted a leave of absence must state his/her intention to return from such leave to the school system, in writing, no later than March 15th.

A certificated employee returning from a leave of absence shall be reassigned to a certificated position within the school system by the Superintendent of Schools.

**Section 2. Public Office Leave**

Leave without pay shall be granted any certificated employee elected or appointed to any State governmental office. This leave shall be granted for the entire duration of the term of office (the employee shall be on continuous leave from the start to the end of the active periods of the office), not to exceed one term of office.

Certificated personnel returning from a public office leave of absence shall be reassigned to any vacancy within the school system upon the recommendation of the Superintendent of Schools. However, such reassignment shall be in a position equal to or higher in the line and staff relationship than the previous position held by the employee.

Certificated employees returning from Public Office Leave shall be placed on the salary

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schedule one step higher than the previous full year's placement, unless the certificated employee is already at the highest salary based on his/her experience and training.

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**Article 23**

**Emergency Leave**

Emergency leave may ~~shall~~ be granted at the discretion of the ~~by the~~ Superintendent when an emergency situation occurs. The District shall provide emergency leave at full pay when unavoidable absence is due to (but not limited to) weather, serious accident, transportation delay, acute unanticipated home maintenance problems, or threat to property. An emergency is defined as suddenly precipitated or of such a nature that pre-planning or rescheduling is not possible. Emergency leave may ~~shall~~ be granted in increments of not less than one-half (1/2) day by the Superintendent when an emergency occurs.

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## **Article 24**

### **Parental Leave**

#### **Section 1. Family Medical Leave**

The Board shall provide Parental Leave to all expectant parents according to the provisions of the Alaska Pregnancy, Childbirth, and Family Leave Act or the Federal Family and Medical Leave Act. An employee may request up to sixty (60) days of accumulated sick leave if the request is related to the birth or adoption of a child. Any other leave pursuant to such a request (up to thirty [30] additional days) shall be leave without pay or personal leave unless the teacher otherwise qualifies for use of sick leave pursuant to this contract.

#### **Section 2. Family Leave**

The Board shall provide Family Leave in conformance with applicable federal and Alaska statutes provided that such statutes shall not be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any benefits of the Agreement.

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**Article 25**

**Temporary Military Leave**

Temporary military leave shall be granted by the Superintendent to regular full-time certificated staff members during the school year upon written request of the military authority stating reasons why the service cannot be fulfilled during non-school hours. A copy of the request and a copy of the military orders shall be filed with the Personnel Department. When such leave is approved, the employee shall receive his/her regular District salary less any compensation received from the military for the leave period.

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## **Article 26**

### **Legal Leave**

If suit is brought against a certificated employee for actions taken in compliance with Board policy and/or administrative directives within the scope of his/her employment, the certificated employee shall be entitled to leave with pay for any periods of work which are missed while participating in such proceedings.

If a certificated employee misses work because of jury duty, or if a certificated employee is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the certificated employee is not a party (i.e., plaintiff, defendant, etc.) the certificated employee shall be paid his/her normal compensation for any period of work so missed. Any fees excluding meals and mileage received by a certificated employee for this purpose shall be paid to the District.

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## Article 27

### Professional Leave

Professional development leave is defined as:

- a. Serving on State boards, advisory commissions, or committees.
- b. Attending meetings, conferences, or workshops of professional, educational, and teachers' organizations.
- c. Serving as members of State talent banks.

The District will establish a Professional Development Leave Bank with annual contributions of \$50.00 for each bargaining unit member employed by the District. Such funds will be used to either partially or wholly fund teacher requests for professional leave. Funding levels will be determined by the Professional Development Committee. Any funds not expended in a given year shall be carried over to the next year.

When professional leave is required by the District, the Board shall provide for professional leave to be granted to certificated employees with full pay and expenses.

Professional development leave shall be taken under the following conditions:

1. Per administration request (with certificated employee concurrence).
2. Upon approval by the Professional Development Committee after request by the certificated employee.
3. The certificated employee may opt to take professional leave as defined in a. through c. above without suffering loss of pay or benefits if s/he attends at his/her own expense.

The JEA President (or designee) will sit on the Professional Development Committee. The President, upon request, can receive an accounting of the Professional Development Leave Bank.

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**Article 28**

**Civic Leave**

At the discretion of the Superintendent, a certificated staff member may be granted, upon written request, a leave for civic duties at the State and local level. Civic duties shall be defined as participation on any committee or commission established by the Governor, the State Legislature, or municipality. Such leave shall be at no cost to the District, and shall not exceed five (5) working days in any school year.

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## Article 29

### Vandalism and Personal Property Damage

The District shall reimburse certificated employees for costs incurred when clothing or other personal items are stolen, damaged or destroyed when the employee is at school or while discharging official duties off the school site. Other personal items include those commonly worn such as jewelry and watches, and items that the Administrator has authorized to be used in the classroom.

Damage, theft, or destruction must be reported to the supervisor prior to leaving that activity or facility, or as soon as possible if the supervisor is not available. The burden of proof of theft or damage and value of theft or damage shall be the responsibility of the certificated employee.

Such reimbursement shall be granted for items valued at \$20.00 (twenty dollars) or greater. The District will not reimburse more that \$1000.00/year to any certificated employee.

In any event an automobile is damaged by vandalism, the District will reimburse up to \$500.00 per incident.

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## Article 30

### Association Representation

#### Section 1. District Committees

The Association may request representation ~~recommend representatives~~ to serve on District ~~any~~ committees related to the certificated employees' responsibilities.

#### Section 2. Right to Research

The Board agrees to allow the Association the right to research all available public information and material required by the Association in exercising its responsibility as official representatives of the certificated employees, provided this activity does not conflict with the normal activity of the District.

**Article 31**

**District and Building Committees**

The JEA and the District firmly believe that professional participation in all phases of the educational process by certificated classroom teachers, both district-wide and within specific building sites, is vital. Participation in curriculum development and implementation is a professional responsibility.

**When appropriate and necessary, the District and Schools may create committees requesting the involvement of certified employees. The Association may be requested to solicit participation from the membership for said committees as determined to be appropriate.**

~~The District shall create appropriate bodies consisting of members of the certificated teaching staff and administration at each building site and/or district-wide, with which the District administration shall meet and confer regularly in the following areas: curriculum development, staffing, scheduling, District calendar development, financial planning, evaluation of staff and administration, attendance, discipline, and grading policies and procedures, and any other regulation or policy matters which may affect the general or specific operation of the building or the District as a whole.~~

~~At least one (1) member of such bodies shall be a JEA representative. Participation beyond the 37.5 hour week shall not be required.~~

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### **Article 32**

#### **Safety**

~~Juneau School District (JSD) and the Juneau Education Association (JEA) are committed to maintaining a safe working and learning environment for teachers.~~

~~The District shall notify teachers of known building conditions which may pose a health hazard. Investigative reports of building conditions shall be provided to each school site and maintained in a central location.~~

~~The District shall notify teachers of known threats to health or safety, including possible exposure to contagious disease. No teacher shall be required to search for a bomb or other destructive device.~~

~~Each school site will have a safety committee which includes two (2) members appointed by JEA. The committee will recommend safety practices and procedures to the building principal.~~

~~The administrator and the staff shall collaboratively develop and/or review the building discipline procedures annually in the fall. Duties, responsibilities and relationships of all personnel assigned responsibility for enforcement of discipline policies shall be established by the administrator. A copy of the student discipline plan shall be provided to teachers and shall be available for parents, upon request.~~

~~Building procedures shall address standard methods to be utilized by teachers before an administrative referral is made. Such methods may include, but not be limited to, student conference, meeting with parent/guardian, counselor referral. There should also be procedures established to define how to respond to cases of extreme or unusual breaches of discipline, including but not limited to, physical assault.~~

~~Teachers shall be informed when being assigned a student(s) with a known medical problem or history of behaviors that could present a threat to the safety of students or staff. Teachers receiving confidential information shall maintain student privacy rights.~~

~~Consistent with AS 14.33.120 teachers shall be notified of Juneau School Districts disciplinary and safety program.~~

~~Appended to this Agreement is additional information concerning student discipline. The material is extracted from the current Staff Handbook and from School Board Policy. It is included for information purposes only and is not subject to the grievance procedure. Provisions of the Staff Handbook and/or School Board Policies not in conflict with the terms of this Agreement may be changed at any time, using normal change procedures.~~

### Article 33

#### Grievance Procedure

##### Section 1. Definitions

- A. Grievance -Any claim by a certificated employee, group of certificated employees, or the Association that there has been an alleged violation, misinterpretation or misapplication of the terms of the individual's contract, or a provision of the negotiated agreement. The grievant shall have the right to have the Association represent him/her.
- B. Grievant -The person, persons, or the Association making the complaint.
1. Association Grievance -The Association shall have the right to file a grievance in instances where no certificated employee is eligible to file that same grievance.
  2. Class Action Grievance -In instances where more than one certificated employee is eligible to file identical grievances, the grievance shall be filed in the name of one of the eligible grievants. All testimony and evidence generated collectively by the eligible grievants shall be presented in the one grievance filed in the name of the individual certificated employee. The resolution of the grievance shall apply to all certificated employees in like circumstances, whether or not they were signatories to the grievance.
- C. Time limits -All time limits herein shall consist of work days excluding legal holidays. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. In the event the grievant files the grievance at the wrong level, the district will forward it to the appropriate level with no loss of time limits.

Failure of the District or its representatives to comply with the time limits at any level of the grievance procedure shall result in the grievance being forwarded to the next level.

Time limits may be extended by mutual agreement provided the applicable time limit has not already expired.

##### Section 2. Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Application of time limits begins when such informal communications fail to satisfy the employee. Should such informal processes fail to satisfy the employee within ~~fourteen (14)~~ **ten (10)** work days of the initial communication, then a grievance may be processed as follows:

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- Step 1. The employee shall present the grievance in writing within twenty(20) work days ~~thirty (30) days~~, excluding summer vacation, after the aggrieved person knew of the act or condition on which the grievance is based. The certificated employee shall state alleged violation, all pertinent information and resolution sought, to the employee's supervisor on the approved grievance form who will arrange for a meeting to take place within five(5) work days ~~four (4) days~~ after receipt of the grievance. The supervisor must provide the aggrieved certificated employee with a written answer stating alleged violation, all pertinent information and rationale supporting the response, on the grievance within five(5) work days ~~four (4) days~~ after the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance, and this right shall apply to each succeeding step in the grievance procedure.
- Step 2. If the grievance is not resolved at Step 1, then the aggrieved shall refer the grievance in writing, stating alleged violation, all pertinent information, and the supervisor's response to the Superintendent or his/her official designee within five (5) work days ~~six (6) days~~ after the receipt of Step 1 answer. The Superintendent shall arrange for a meeting with the aggrieved to take place within ten(10) work days ~~seven (7) days~~ after his/her receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have ten(10) work days ~~seven (7) days~~ in which to provide his/her written decisions to the aggrieved.
- Step 3. If the grievance is not resolved at Step 2, then the aggrieved shall refer the grievance in writing, setting forth the nature of the grievance, all pertinent information, and the basis for appeal from the decision of the Superintendent to the President of the School Board (copy to Superintendent) within five (5) work days after receipt of the Step 2 answer. The President of the School Board shall, within five (5) work days, appoint a panel of three (3) members to conduct a hearing within the (10) work days. All information used as evidence in the grievance shall be made available to both parties. The hearing shall be informal and technical rules of evidence will not be observed. The hearing may be in private, whenever it involves consideration of matters that are required to be confidential by law. In other situations, the hearing shall be held in private at the option of the employee, to the extent permitted by the Alaska Open Meetings Act. ~~A tape recording of the hearing shall be made.~~ Upon conclusion of the hearing, the panel shall present their findings and make recommendation to the Board. A decision will be rendered at the next regular Board meeting. The aggrieved shall be given a decision in writing from the Board within five(5) work days ~~six (6) days~~ after the next regular School Board meeting or twenty-one calendar (21) days following the hearing, whichever is first. Such statement shall contain a brief summary of the Board's findings and the conclusion reached.

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Step 4. If the grievance is not resolved at Step 3, the grievance at the discretion of the Association may be submitted to an arbitrator within forty-five (45) calendar days, excluding summer vacation, of the receipt of the response of the Board of Education.

The Arbitrator will be selected according to rules of the American Arbitration Association. The grievance will be resolved according to the rules of the American Arbitration Association. Each party shall bear its own costs, and the costs of the Arbitrator shall be shared equally by the Association and the District.

**Section 3. Personnel Files**

All documents, communications and records dealing with the processing of a grievance shall be filed in a confidential personnel file maintained by the District separate from the regular personnel file(s) of the affected certificated employee(s).

**Section 4. ~~No Reprisals~~**

~~No reprisals shall be taken by party or parties involved in the grievance procedures against the other party or parties.~~

**Section 5. Implementation**

The implementation of a grievance remedy will be accomplished within twenty(20) work days ~~thirty (30) days~~ or a time mutually agreed upon by the District and Association in keeping with the resolution of the grievance.

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### Article 34

#### Teacher Evaluation

Teachers shall be evaluated in accordance with Alaska Statutes, the District evaluation policy and the procedures outlined in the Certified Staff Evaluation System. ~~District Staff Handbook. Procedures will be developed by a committee of teachers, administrators and parents. The teacher must be informed of 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.~~

Upon request, teachers have the right to a supplemental written evaluation by another District administrator designated by the Superintendent in accordance with paragraph 1 of this article.

All observation and evaluation documents are confidential except in cases involving nonretention.

**Article 35**

**Association Security**

**Section 1. Payroll**

The Board shall assure that the Business Office will make payroll deductions for the following:

- JEA dues (see Appendix J F)
- Tax deferred or sheltered annuity programs
- Agency fee as defined in section 4.
- Health Insurance Costs as assessed by JEA as authorized by individual employee

Certificated employees shall have the option of Direct Bank Deposit of their monthly paycheck. Direct Bank Deposit shall be forwarded to the designated parties not later than the payday of the same pay period that the checks were issued, and every effort will be made to forward payroll deductions as rapidly as possible.

The District will operate a 403(b) retirement plan program in compliance with Internal Revenue Code and other applicable laws. Third party administrative charges will be paid by the District.

**Section 2. Use of School Facilities and Equipment**

The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. Any costs incurred in such use shall not exceed costs borne by the District.

The Association shall have the right to use the certificated employee's mail boxes for distribution of materials, along with the use of the inter-school mail system for distribution.

No reasonable request to conduct an Association meeting at any school shall be denied.

**Section 3. Association Right to the Board Agenda**

At least one day prior to each regularly scheduled Board meeting, the Board shall deliver a copy of the official agenda and Board packet to the Association President and one to each staff lounge.

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**Section 4. Agency Fee**

- A. In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a representation fee equivalent to the amount of dues uniformly required of members of the Association, except as provided below.
- B. Bargaining unit members shall meet their obligations under this section through payroll deduction pursuant to a properly executed payroll deduction authorization form.
- C. Employees who object to payment of the fee on religious grounds may file a claim for exemption with the Association or with the Alaska Labor Relations Agency as provided in that agency's regulations. If the employee's exemption is granted, the employee shall pay to the Association an amount equivalent to the dues uniformly required of members of the Association, who shall pay an equivalent amount to a charity or scholarship fund in accordance with the procedures established by the Alaska Labor Relations Agency. Employees who object to payment of those portions of the fee that are not chargeable to collective bargaining expenses shall not be required to pay those amounts.
- D. The Association shall provide all non-Association members with an explanation of the basis for the fee and an audited breakdown of the Association's chargeable versus non-chargeable expenses.
- E. One option available to an objecting employee is to submit any dispute regarding the breakdown of chargeable versus non-chargeable expenses for prompt resolution by arbitration pursuant to the rules of the American Arbitration Association. The Association shall place any disputed portions of fees that it has collected in escrow pending resolution of the dispute.
- F. An employee may not be terminated for refusing to pay all, or part, of a service fee but the Association shall have the right to bring a collection action against an employee who wrongfully refuses to pay.
- G. If any portion of this Section, or a similar provision in place for another bargaining unit in the State of Alaska, is invalidated or called into question, by a decision of the Alaska Supreme Court, a federal court for the District of Alaska, a federal circuit court of the appeals for the Ninth circuit, or the United States Supreme court, then that portion of this Section shall not be enforceable. The parties shall meet as promptly as is reasonably feasible to negotiate a replacement for an invalidated or questioned provision.

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- H. The Association shall indemnify and hold the Board, the Juneau School District and their employees and agents acting on behalf of the District harmless for all liability that arises, and shall pay all costs and attorneys' fees incurred, as a result of any action taken, or alleged to have been taken, by the Board or the District to comply with this Section. This indemnification shall not apply to any claim, demand, suit or other form of liability that may arise solely as a result of any negligence or willful misconduct by the Board.
- I. Any member of the bargaining unit who is not an Association member during the 1998-1999 school year and who is retained for future employment with the District shall be entitled to make an annual charitable donation to United Way or a contribution to a scholarship fund designated by the Association in an amount equivalent to the dues uniformly required of members of the Association, in lieu of paying a representation fee to the Association. This option must be exercised by the deadline for returning Hudson objection forms.

## **Article 36**

### **Miscellaneous Fringe Benefits**

#### **Section 1. Telephones**

The Board shall provide a private telephone line in each faculty lounge or other comparable private place, as soon as lines are available from the phone company.

#### **Section 2. Vending Machines**

Vending machines shall be allowed in each faculty lounge with profits going to the JEA scholarship fund. JEA will assume all responsibility for the machines.

#### **Section 3. Parking**

Sufficient automobile parking space shall be provided for faculty use near each school, when possible.

#### **Section 4. Mileage**

Automobile travel by certificated personnel while on assigned District business away from their place of primary assignment or for persons, whose regular assignment necessitates travel between two (2) or more schools in any one day, shall be reimbursed at the current approved rate of Internal Revenue Service.

#### **Section 5. Association Business**

The President and the grievance officer of the Association may use any non-instructional time for conducting Association business. In exceptional cases other times may be arranged by agreement between the President and his/her building principal as well as the grievance officer and his/her building principal. Any business that takes the President or the grievance officer from the building shall be arranged with the building principal.

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#### Section 6. Discretionary Funds

The School Board shall allocate a discretionary materials fund in the amount of \$200.00 per certificated employee per school year ~~in 2009/2010 and \$225 per certificated employee in 2010/2011~~ and thereafter, to be used by each employee for incidental instructional materials ~~class-related~~ expenses. Discretionary funds shall be separate and distinct from other departmental or grade level funds. There shall be no connection between discretionary funds and funds intended for regular budgetary disbursement in each building. Part-time employees will receive discretionary funds proportional to their assignment.

Requests for reimbursement and receipts verifying expenditure shall be submitted to the Principal/program administrator ~~building administrator~~ and payment shall be made within twenty-five (25) working days. Request must be for at least twenty-five (\$25.00), except the last request of the year, which must be received ten (10) days prior to ~~by~~ the last day of school, and shall include all outstanding expenditures.

#### Section 7. Per Diem

A certificated employee traveling on District business including, but not limited to, interscholastic activities, shall receive reimbursement from the District for housing plus the standard per diem authorized annually by the District for food and other necessary expenses.

**Article 37**

**Contracts**

Certificated employees shall enter into a signed contract with the Board in accordance with State law.

**Section 1. Terms of Contract**

Such contracts shall set forth the certificated employee's specific assignment, remuneration and conditions of employment. The District agrees to make regular payroll deductions in accordance with the Negotiated Agreement between the Board and the Association as authorized by the individual employee.

**Section 2. Issuing Contracts**

Individual teacher contracts (AS 14.20.130) shall be issued at the time of initial hire. Salary Placement Statements shall be issued annually, by the start of the next school year, to continuing employees. This Salary Placement Statement shall be amended by September 30th of the school year, and again on February 28, to reflect any change in salary placement due to increased experience and/or college credits obtained prior to September 1 or February 1, that would cause movement on the salary schedule. Notice of additional credits and/or experience earned must be submitted to the Superintendent's Office by September 1 or February 1, whichever is applicable, except that an automatic extension of time shall be granted where receipt of transcripts is delayed due to circumstances beyond the teacher's control.

Employees shall also be provided with an annual packet of forms that are to be completed in preparation for the following year, including deduction authorization for health insurance, a waiver form for those declining coverage, and a fee deduction enrollment form for fee-payers. When practical, this packet shall be included with the Salary Placement Statement to reduce the number of required mailings and to support timely return.

**~~Section 3. Mid Year Adjustment~~**

~~Any salary adjustment made on February 28 shall be paid only for those contract days between February 1 and the end of the school year.~~

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**Section 4.** — ~~Limitations of Teacher Contract~~

~~Any individual contract heretofore executed between the Board and individual certificated employee shall be subordinate to and consistent with the terms and conditions of the Agreement. Any individual contract hereafter executed shall be provided as in Appendix C, and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements. If an individual contract contains any language inconsistent with the Agreement, the Agreement shall be controlling.~~

~~It is further agreed that all individual certificated staff contracts are pursuant to this Agreement and are not valid or binding until this Agreement is ratified by both parties.~~

**Section 5.** — ~~Horizontal Advancement~~

~~There shall be a committee consisting of two (2) Administrators, one (1) Board member or appointee chosen by the Board and four (4) certificated employees to determine certificated employee eligibility for horizontal movement on the salary schedule, in the event of an appeal of the Superintendent's decision in accordance with Section 9 of Appendix G. Horizontal movement shall be in accordance with the criteria developed by the Horizontal Advancement Committee of 1980.~~

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**Article 38**

**Substitutes**

~~Per diem substitute teachers of more than nineteen (19) days duration who do not serve to the end of the school year shall receive all benefits of the contract, except for rehire and tenure rights. Per diem substitute teachers of more than nineteen (19) days duration who do serve to the end of the school year shall receive all benefits of the contract.~~

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**Article 39**

Cost and Distribution of Agreement

The District will provide the Association with fifty(50) printed copies of this Agreement. The Agreement will be available on the District web site within ten(10) work days following approval by the Board of Education. and the Association will equally share the expense of the printing of this Agreement. ~~The total number will not exceed five hundred (500) copies. This agreement will be distributed by the District to existing certificated employees and to all new hires.~~

**Article 40**

**Wages**

A. Each teacher will be paid according to the salary schedules found in Appendix B, C and D and conditions for placement thereon provided in this Agreement.

**The salary schedule for the 2012-2013 school year will reflect a 2% reduction in pay for all certified employees. Movement on the salary schedule will be frozen for the 2012-2013 school year.**

~~The salary schedule for 2008-2009 shall be modified to reflect a \$1700 plus 2% annual increase in each cell on the salary schedule; teachers will receive step and experience credit on the 2009/10 salary schedule (Appendix B). The salary schedule for 2010-2011 shall be modified to reflect a \$1650 plus 2% annual increase in each cell on the salary schedule; teachers will receive step and experience credit on the 2010/11 salary schedule (Appendix C). The 2011-2012 salary shall be modified to reflect a \$1400 plus 1.75% annual increase in each cell on the salary schedule; teachers will receive step and experience credit on the 2011/12 salary schedule (Appendix D).~~

School year pay periods will be bi-weekly.

If the total creditable years of experience exceeds the highest numbered step in the column in which the teacher is placed, then the teacher shall be placed on the highest numbered step for that column.

- C. A **certified employee's** teacher's total creditable years of teaching experience shall be the sum of :
1. each year of **comparable** teaching experience **as determined by the District** in an Alaskan **public** school, whether operated by a school district, the State, or the BIA;
  2. each year of **comparable** teaching experience **as determined by the District** in a nationally-or state-accredited **public** school outside Alaska, including overseas schools;
  3. each year of documented **comparable** teaching experience **as determined by the District** requiring teacher certification in the military, Peace Corps, or VISTA.
- D. The sum of the years in Section C is subject to the following limitations:
1. teachers may not count the 1995-96 school year's teaching experience as a part of his/her creditable years of teaching experience for salary schedule placement,
  2. teachers hired after May 1, 1996, may apply no more than an adjusted total of four creditable years of teaching experience toward initial placement on the salary schedule.

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3. Teachers newly hired to Juneau School District effective with the 2006/07 school year may apply an adjusted total of ten (10) creditable years of **comparable teaching experience as determined by the District** toward initial placement on the salary schedule, of which a maximum eight (8) years may be out-of-state experience with a master's degree and a maximum six (6) years may be out-of-state experience with a bachelor's degree.
- E. Sections C and D notwithstanding, all creditable years of teaching experience accepted for placement on the salary schedule prior to the 1995-96 school year will continue to be fully recognized.
- F. Any **certified employee teacher** who has worked one-hundred forty (140) consecutive days in the school year as a long-term substitute or as a partial year contracted employee shall be granted one year credit for movement on the salary schedule.
- G. A teacher shall be placed on the salary schedule column furthest to the right for which s/he qualifies, consistent with the criteria of Appendix G. ~~Mid-year adjustment shall take place in accordance with Article 37, Sections 3.~~
- H. The salary schedule column headings and criteria for advancement on the salary schedule shall be; B+0, B+18, B+36 or M+0, B+54 or M+18, and B+72 or M+36, respectively. However, for a teacher hired before May 1, 1996 the salary schedule column headings and criteria for advancement on the salary schedule shall be; B+0, B+18, B+29, B+40 or M+0, and B+58 or M+18.
- I. Specialists including school psychologists, speech/language pathologists, occupational therapists, physical therapists, hearing impaired specialists or visually impaired specialists that possess national/clinical licensure will receive an additional \$5000 (prorated based on a 1.0 FTE) to their annual employment contract.
- J. Special education teachers who have direct responsibility for coordinating special education para-educators as assigned by the principal and coordinator of special education at the beginning of each semester shall receive an added duty contract per semester based on the following criteria:  
  
Direct coordination of ~~3 to 4 special education para-educators will receive a semester added duty contract of \$750; direct coordination of 5 —6~~ **or more** special education para-educators **assigned to a certified employee** will receive a semester added duty contract of \$1,000 and ~~direct coordination of 7 or more special education para-educators will receive a semester added duty contract of \$1,500.~~
- K. **All professional development, curriculum development and other training requested or required of certified employees by the District and occurring at times beyond the contractual limitations of this Agreement will be compensated at a rate of \$33.38 per hour with a maximum of \$250.00 per day.**

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**Article 41**

**Duration**

**This agreement shall be in effect from July 1, 2012 ~~2009~~ to June 30, 2015 ~~2012~~. Both parties agree to commence negotiations in FY 2014 and FY 2015 as per the Negotiated Agreement for purposes of negotiating salary and benefits.**

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## Article 42

### No Child Left Behind

The District will pay for one PRAXIS exam for any/all subjects(s) and/or programs(s) for which a certified teacher is assigned.

The District will implement the HOUSSE as one option to determine federally highly qualified according to adopted State of Alaska HOUSSE rules. Note: the HOUSSE applies only to elementary, middle and high school teachers hired before July 1, 2002.

A teacher who is required, pursuant to the Elementary and Secondary Education Act (E.S.E.A.), to be "highly qualified" for a teaching assignment (as defined by the E.S.E.A. and the Alaska Department of Education) and is not "highly qualified" for their current teaching assignment shall be granted by seniority the first vacancy for which he or she is eligible. If there is no vacancy for which the teacher is "highly qualified", the District shall place the teacher in a position for which he or she is "highly qualified" by seniority. If there is no assignment for which the teacher is "highly qualified", said teacher shall be placed on a Plan of Improvement that will define the essential steps for becoming "highly qualified". Failure of a teacher to become "highly qualified" within the timelines of the Plan of Improvement may result in termination of employment.

A teacher who has been recognized as "highly qualified" under the E.S.E.A. by the District or another Alaska school district shall be recognized as "highly qualified" for the duration of his/her employment for the content area in which the teacher received said designation.

These provisions shall supersede the vacancy and transfer provisions of this Agreement.

**Appendix A Definitions**

1. AS -Alaska Statute.
2. CERTIFICATED EMPLOYEE -Shall mean any person employed by the District in a position which requires the possession of an Alaskan type A, C, or D teaching certificate.
3. DAYS -Calendar days unless otherwise specifically defined in this Agreement.
4. THE DISTRICT -The City and Borough of Juneau School District.
5. EXTRA DAYS -Days in excess of the number of days negotiated for the basic teacher contract.
6. EXTRA-DUTY ADVISOR AGREEMENT -The contract signed by the certificated employee, the Activity Director, the principal, the Director of Human Resources and the JEA Building Representative, stating the terms and conditions of each extra-duty assignment.
7. PREPARATION TIME -Duty-free time other than before and after the school day, lunch time, ~~and fifteen (15) minute morning and afternoon breaks.~~
8. REDUCTION IN FORCE (RIF) -When the total number of certificated employees is reduced.
9. SPECIALTY AREAS -Shall include, but are not limited to: counseling, library, ~~nursing~~, driver's education, swimming, special education, speech therapy, school psychology, instrumental/vocal music, reading specialty, multi-handicapped, emotionally/behaviorally disturbed, foreign/world language, and building trades.
10. VACANCY -A vacancy shall be determined to exist whenever the District Central Office declares the vacancy.
11. Non-instruction time is time to be used for purposes such as testing, completion of special education paperwork, scheduling meetings, updating IEP's, meetings and parental contact. This time is to be scheduled in addition to other contract prep, breaks and duty free time.

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Appendix B – Aligned with FY 2013 salary schedule proposal

Appendix C – Remove, pending salary and benefits re-opener for FY 2014

Appendix D – Remove, pending salary and benefits re-opener for FY 2015

Appendix E – Remove

Appendix F – Remove

Appendix G – Remove

Appendix H – Extra Duty Assignment Schedule – no change proposed

Appendix I - No change proposed – remove form from Agreement

Appendix J – Authorization to Deduct JEA Dues – no change proposed

Appendix J – Memorandum of Agreement – Regular Meetings – Remove

Miscellaneous – Remove all Board of Education Policies from the Agreement