

NEGOTIATED AGREEMENT

BETWEEN

MATANUSKA-SUSITNA
EDUCATION ASSOCIATION



MSEA

AND



MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT

JULY 1, 2010 – JUNE 30, 2013

SIGNATURE PAGE

The signatures on this page indicate the parties to this Agreement have thoroughly reviewed all of the following articles and provisions of this Negotiated Agreement to the best of their knowledge it reflects the negotiations that occurred between the parties.

**MATANUSKA-SUSITNA EDUCATION
ASSOCIATION**

**MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT**

Justin LaCoss, Teacher

Kenneth S. Burnley, Ph.D,
Superintendent

Franchesca Heywood, Teacher

Michael Dunleavy, President, Mat-Su
Board of Education

Carol Smith, Teacher

Ken Forrest, Assistant Superintendent
of Business and Operations

Barb Morris, Teacher

Katherine Gardner, Human Resources
Director

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ARTICLE I
RECOGNITION, DEFINITIONS, NEGOTIATIONS, AND GENERAL PROVISIONS

SECTION 1 Recognition

The Matanuska-Susitna Borough School Board recognizes the Matanuska-Susitna Education Association pursuant to A.S.23, as the exclusive bargaining representative for certificated employees. The District will not bargain with or recognize any employee organization other than the MSEA as representing the employees of the District in the bargaining unit defined in this section. The employer agrees that any position similar to one which is currently performed by members of the bargaining unit must be subject to negotiation between the Association and the employer to determine whether such position or job title should be included in the bargaining unit.

SECTION 2 Definitions

- A. Agreement:** This negotiated agreement.
- B. Association:** Matanuska-Susitna Education Association.
- C. Association President:** The President of the Association or the President's designee.
- D. Board:** The Matanuska-Susitna Borough School Board
- E. Continuing Education Units** means credit awarded for at least ten (10) contact hours of participation in an organized continuing education experience by a regionally accredited institution of higher education, or by an organization that has been approved for the granting of continuing education credit by the national organization that represents the field of study or professional membership in which the credit is being granted.
- F. Creditable hours:** Shall mean coursework taken from an accredited institution. (Notwithstanding the provisions of this section, coursework accepted prior to the effective date of this agreement shall constitute approved coursework.)
- G. Days:** Except when otherwise indicated, days shall mean a normal working day, i.e., Monday through Friday with the exception of School District recognized holidays.
- H. District:** The Matanuska-Susitna Borough School District
- I. Immediate family:** Shall mean husband, wife, father, mother, son, daughter, brother, sister, grandparent, or grandchild, guardian or legal ward, household member (i.e.: a person living in the same household having the same relationship as the aforementioned family members), or a person having the same relationship to the employee's spouse.
- J. Semester hour:** Shall mean a semester hour of credit, or the quarter-hour equivalent thereof three (3) quarter hours equals two (2) semester hours awarded by an accredited institution.
- K. Superintendent:** The Superintendent of the District or the Superintendent's designee.
- L. Teacher:** A certificated employee including nurses filling a certificated position as identified by the School Board, with the exception of:
 - 1. Superintendent
 - 2. Assistant and Associate Superintendent
 - 3. Curriculum and Special Education directors
 - 4. Any other administrative position so designated by the School Board that requires a Type B certificate
 - 5. Certificated substitutes

6. Limited contract teachers (less than .5 FTE) certificated employees may be hired with limited rights under the negotiated agreement.
- M. Limited Contract Teacher:** A teacher who is regularly assigned to work less than one half-time (.5 FTE) shall have rights under this Agreement, with the following limitations. The teacher shall not be entitled to a duty free lunch period and shall not have voluntary transfer rights under Article III Section 2. Furthermore, the teacher shall not be subject to the reduction in force provisions of Article III, Section 4 and shall not be entitled to any reemployment rights upon completion of the employment contract. The District will keep the number of limited teachers to a minimum.
- N. Retired teachers** who are qualified to teach in a specific discipline, the following shall apply:
1. Teachers shall be placed on the salary schedule as any other new hire.
 2. Teachers shall have rights under this agreement with the following limitations:
 - a. No access to voluntary transfer, Article III, Section 2
 - b. Not entitled to reemployment rights.
- O. Seniority:** Is determined by the date of hire. For the purposes of this subsection, date of hire, shall mean the date of initial employment by Board action or by the first contracted day of work, whichever is earlier. Ties in seniority shall be resolved by lot. Seniority shall not be affected by part-time service or by a District authorized paid or unpaid leave. Seniority shall be terminated when the teacher's employment with the District ceases. Notwithstanding, the teacher who has been nonretained or laid off to effectuate a reduction in force shall retain seniority while the teacher is on the recall list. A teacher who is contracted after fulfilling a long-term substitute duty in the same position shall have the date of hire as the first day of work in that position. There shall be no retroactive adjustment of salary or benefits after the teacher is hired.
- P. Commencing on the first day of the fourth year, Type M certificated employees** who are not granted tenure by State statute shall have access to just cause provisions of this contract regarding non-retention.
- Q. Unit administrator:** The teacher's immediate supervisor as determined by the District.
- R. Work Day:** A day without students and without in-service or other duties as assigned.

SECTION 3 Negotiations

- A.** The Matanuska-Susitna School Board shall negotiate with teachers in good faith on matters pertaining to their employment and the fulfillment of their professional duties.
- B. Procedure for Negotiations:**
1. A written request for meetings shall be submitted by the MSEA to the Superintendent, as the Board's representative, or by the Superintendent to the President of MSEA with all items for negotiations presented no earlier than November 1st and no later than November 15th during the school year in which the agreement is scheduled to expire.
 2. A written response shall be made and a mutually satisfactory time for the first meeting shall be agreed upon within ten (10) working days after receipt of the request.
 3. The first meeting shall be held within fifteen (15) working days after the receipt of the request, unless otherwise mutually agreed.
 4. Consultants may be used if deemed necessary by either party. Any expense for consultant services shall be borne by the party requesting the service.

5. During the period of negotiations, interim reports of progress may be made public by either negotiating party.
 6. Meeting dates, times, conditions, and places shall be determined by mutual agreement.
 7. When a consensus is reached, a written tentative agreement shall be jointly prepared and presented separately to each party by each party's negotiating team with their recommendation for approval of the tentative agreement.
 8. Meetings shall be open to the public if requested by either party.
- C. Advisory arbitration will be conducted in accordance with Title 23 P.E.R.A.

SECTION 4 General Provisions

A. Use of school facilities by MSEA

1. The Association shall have a right to use the school mailboxes in each building. Inter-school mail may be used for Association communication when they pertain to the business of the School District and the Association.
2. The Association shall have the right to announce building membership meetings and matters under consideration at regularly scheduled faculty meetings.
3. Association shall be allowed to use the school facilities and equipment under the guidelines of the School Board Policy and Administrative Procedures on "facility usage."

B. Non-discrimination

The Board agrees that there shall be no discrimination concerning terms and conditions of employment on the basis of race, creed, color, religion, national origin, sexual orientation, gender (except where reasonable demands of the job require otherwise), pregnancy, parenthood, age, physical or mental disability, marital status, changes in marital status, or membership or participation in legal Association activities provided that this provision shall not be construed to prevent the implementation of affirmative action principles.

C. Just Cause: No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of a professional advantage without just cause. Just cause shall include the following seven tests:

1. Did the District give the teacher forewarning or foreknowledge of the possible or probable disciplinary consequences for the teacher's conduct?
2. Was the district's rule or order reasonably related to the orderly, efficient, and safe operation of the school district's business?
3. Before administering discipline to the teacher, did the District investigate to discover whether the teacher did in fact violate or disobey a rule or order of management?
4. Was the district's investigation conducted fairly and objectively?
5. At the investigation, did the supervisor obtain evidence or proof that the teacher was guilty as charged?
6. Has the district applied its rules, orders, and penalties evenhandedly and without discrimination to all teachers?
7. Was the degree of discipline administered by the district in this particular case related to the seriousness of the teacher's proven offense and the record of the teacher in his/her past service to the district?

D. Reproduction of Agreement

The Board shall make available electronic copies of this Comprehensive Agreement within thirty days (30) days after the Agreement is signed by both parties to all teachers currently employed in the district, and at the time of hire for all teachers hired during the term of this Agreement.

E. Savings Clause

If any portion of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law by a court of law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. Furthermore, the Board and Association shall, within ten (10) days, enter into negotiations to replace or remove any provision found to be contrary to law.

F. Duration

This Agreement shall become effective on July 1, 2010 and shall expire on June 30, 2013. Notwithstanding, if neither party requests to initiate bargaining for a successor agreement as provided under Article I, Section 3, the expiration date shall be extended to the following June 30.

**ARTICLE II
PERSONAL GRIEVANCE PROCEDURE**

SECTION 1 Definitions

- A.** A “grievance” is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works caused by misinterpretation or inequitable application of the terms of this agreement. Alleged Violations of board policy or of the code of ethics are excluded from the grievance procedure.
- B.** The “aggrieved” party is a teacher, group of teachers, or the Association. The Association agrees to keep to a minimum the number of grievances filed on behalf of the association.
- C.** A “party of interest” is a person or persons who might be required to take action, or against whom action might be taken, to resolve a problem.

SECTION 2 Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. The written grievance shall include the specific facts necessary to allow the parties to resolve the grievance at the lowest possible level.

SECTION 3 Structure

- A.** The unit administrator shall be the level one administrative representative for grievances arising with his/her staff.
- B.** At all levels of a grievance after it has been formally presented, a representative of the Association shall accompany the teacher to any meeting, hearing, appeal, or other proceeding required to process a grievance. Nothing herein set forth shall be considered as abrogating any teacher’s right to handle his/her disputes individually.

- C. If the remedy sought by a grievant is not within the authority of a unit administrator, the grievance may be presented at level two and within the time limits required under 4.B of this article.

SECTION 4 Procedure

A. Informal Level

A teacher having a grievance may discuss the matter informally with his/her unit administrator. Early involvement of the Association representative is encouraged.

B. Level One

A teacher with a grievance shall present the grievance to the unit administrator and the Association in writing within twenty (20) days following knowledge of the act or condition which is the basis of the complaint. The written grievance shall outline the nature of the grievance and the circumstances from which it arose, the remedy or correction the District or Association is requesting, and specifically how the section(s) of this Agreement have allegedly been violated. The unit administrator shall make his/her decision known in writing within five (5) days.

C. Level Two

In the event the grievance is not resolved at level one within five (5) days, the grievance shall be forwarded in writing to the Superintendent within five (5) days. Within twelve (12) days after the Superintendent receives the written grievance, the Superintendent or his/her designee shall conduct a hearing with the aggrieved to consider the problem and to arrive at an equitable solution to the grievance within five (5) days of the hearing. Regardless of the purpose or reason that a level two grievance is filed on behalf of either an individual or the Association, a hearing will be conducted by the Superintendent or his/her designee within the prescribed timelines.

D. Level Three

1. Within twenty days of receipt of the level two decision, the Association may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the second list, then the American Arbitration Association may be requested to designate an arbitrator.
4. The arbitrator shall limit himself/herself to the issue submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the School Board. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. Additional Provisions

1. During the pendency of any proceedings and until a final determination has been reached, all proceeding shall be confidential and any preliminary disposition will not be made public without the agreement of all parties.
2. There shall be no reprisals of any kind by administrative personnel taken against any party of interest or his/her Association representative or any participant in the procedure set forth herein by reason of such participation.

3. Time limits specified by the Agreement may only be extended by written mutual agreement. In the event the grievance is filed after the last day of school, it may be resolved with mutual consent in the new school year in September under the terms of this Agreement. If the grievance is filed immediately prior to Christmas vacation and/or spring vacation (as indicated on the approved school calendar); then the time limits may be extended by mutual written agreement.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
5. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to the Association.
6. The cost of consultants incurred during the processing of a grievance shall be borne by the party requesting the service. The reasonable cost of a substitute for an aggrieved teacher shall be shared by the District and the Association.
7. If the grievant or Association violates any of the established time limits, the grievance shall not proceed to arbitration. If the District violates the established time limits, the grievance shall be automatically forwarded to the next level.
8. The remedy available to any teacher for any grievance will be pursuant to the grievance procedure, provided, however, that if the teacher elects to pursue any legal or statutory remedy for any grievance, such elections will bar further or subsequent proceeding for relief under the provisions of this Agreement.
9. Whenever possible, the parties agree to exchange witness lists at least two weeks prior to the date of the arbitration along with any requests concerning procedural issues. Procedural issues not resolved through mutual agreement prior to the arbitration shall be forwarded to the arbitrator.

ARTICLE III ASSIGNMENTS AND VACANCIES

SECTION 1 Teacher Assignment

- A. In determination of assignments the convenience and wishes of the individual teacher including his or her academic preparation will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Involuntary reassignment to a base school more than 20 miles in distance from the previous base school shall follow the same procedures as outlined in the Involuntary Transfer section; Article III, Section 3, A - D.
- B. Assignment decisions shall be within the discretion of the unit administrator and will be made following consideration of instructional requirements including but not limited to: professional preparation as endorsed on Alaska teaching certificate, seniority, fields of study, areas of competence, and type and quality of experience therein. If the unit administrator determines that these criteria are equal in two or more candidates, seniority in the District will determine the final choice.

- C. The unit administrator shall provide, upon written request, a written statement of the reason(s) within five (5) days for a teacher's assignment being involuntarily changed or for an assignment change request being denied during the school term.
- D. As a professional courtesy, the District will make an effort to notify all teachers whose assignment is expected to change of their next semester's assignment at least two (2) weeks prior to the end of the current semester. It is however, understood by the parties that the teacher's assignment may be changed due to the District's need to balance staff due to unanticipated enrollment changes.

SECTION 2 Voluntary Transfer

- A. **Definition of voluntary transfer:** voluntary transfer of a teacher to another building or buildings upon request of the teacher.
- B. The administration shall determine and post vacancies within this bargaining unit that will be available for the following school year according to the following table. During the period when the vacancy is posted, a teacher may request consideration for the vacancy using the in-district electronic application and submitting it to the Human Resource Department. After the posting of a particular vacancy closes, a teacher cannot apply for that vacancy unless the vacancy is not filled, and the District reposts the vacancy. The District will announce the position vacancies by emailing the official posting to each school and posting a printed copy at each school site and on the District's website. In-District transfer applications will not require a current supervisor's signature, although employees will be encouraged to notify him or her at time of application.

<u>Vacancies</u>	<u>Will be posted on</u>	<u>Required posting closes at 4:30 p.m.</u>
On or before 3/31	April 1	April 8
Between 4/1- 4/14	April 15	April 22
Between 4/15- 4/30	May 1	May 8
Between 5/1- 5/14	May 15	May 22
Between 5/15- 5/31	June 1	June 8
Between 6/1- 6/14	June 15	June 22
Between 6/15- 6/30	July 1	July 8
Between 7/1- 7/14	July 15	July 22

It is the intent of the parties that interviews for vacancies will be conducted and completed after the posting closes and before the next posting period opens. A minimum of five (5) applicants will be interviewed or all applicants if less than 5.

After the last day of the school term teachers on the recall list may be recalled to RIF'd positions. During this period requests for voluntary transfer into RIF'd positions will only be considered if no teacher on the recall list is qualified to fill the vacancy.

The postings will occur in the District Office Building and by the Matanuska-Susitna Education Association. Transfer requests received by the District in a timely manner shall be considered based upon Article III, Section 2.B.2 of this Agreement.

Vacancies which occur after July 31 shall be posted for transfer on April 1 for the following school year. The District may fill any openings occurring after- July 31st

with either a recall or a new hire for the current school year without considering any voluntary requests.

1. Vacancies for the coming school year shall be posted in each school building during the school year in accordance with Section 2.B. A copy of each posting shall be provided to the Association.
2. Transfer decisions shall be within the discretion of the unit administrator and will be made following consideration of a teacher's professional preparation as endorsed on Alaska teaching certificate, seniority, fields of study, areas of competence, and type and quality of experience therein. If the unit administrator determines that these criteria are equal in two or more candidates, seniority in the District will determine the final choice.
3. Receipt of transfer requests will be acknowledged in writing to the teacher making the request.
4. A teacher whose transfer request is not honored shall upon written request to the unit administrator, be provided the reasons in writing. These reasons may include why the successful teacher was selected in accordance with the criteria in 2.B.2 as well as any job requirements related to the program, team, school, or position.
5. No transfer may be denied for arbitrary, capricious or disciplinary reasons.
6. Certificated administrators and principals who are current employees may access the voluntary transfer procedure and bring in certificated in-district teaching experience for placement on the salary schedule. Out of district teaching experience for placement will be in accordance with Article VII. District seniority shall not be affected.

SECTION 3 Involuntary Transfer

- A. Definition of Involuntary Transfer:** Involuntary transfer of a teacher to another building or buildings.
- B.** Prior to an involuntary transfer, the District will seek volunteers.
- C.** Notice of involuntary transfer will be given to teachers affected as soon as practicable, but not less than 10 calendar days prior to the effective date. Involuntary transfers, as determined by the Superintendent, shall not be made for arbitrary or capricious reasons.
- D.** When the transfer becomes necessary, a teacher's area of Alaska certification and seniority in the district (relative to other teachers within the building) will be considered in determining which teacher is to be involuntarily transferred.
- E.** When an involuntary transfer is made, the teacher shall, upon request, have the right to a meeting with the principal of both the sending and receiving school and/or the Superintendent and shall, upon request, be provided the reasons in writing for said involuntary transfer.
- F.** Involuntary Transfer of Teachers with Endorsements in Special Education who are Teaching In Regular Education Positions.
 1. May 10: The District and Association shall review the status of vacancies that exist for special education positions in the district.
 2. July 16: A letter shall be sent (certified U.S. mail) to all teachers with special education endorsements who are not currently teaching special education, with the following information:

- a. Expected vacancies as of August 1, with locations and descriptions of the positions; updated seniority list of affected teachers; and process outlined to volunteer for transfer into one of the anticipated vacancies.
 - b. August 11: A letter shall be sent (certified U.S. mail) to teachers who are being involuntarily transferred. This letter shall constitute a notice of involuntary transfer. This letter shall contain an update of vacancies, not including the vacancies that have been filled through volunteers, and an updated seniority list of affected teachers, not including teachers no longer available for involuntary transfer. The district shall call and notify the affected teachers, in order of seniority and endorsement, of their position prior to the end of the business day on August 9. Those affected teachers will be required to attend mandatory special education in-services at the beginning of the year.
3. Any special education positions that become vacant after the first day of school shall be filled by a long-term substitute, an involuntary transfer of a teacher in another special education position, or a new hire.
 4. Teachers who volunteer for a special education position, or who are involuntarily transferred into a special education position shall receive the following: a mentor who is currently teaching special education, five (5) days of administrative leave for professional development, and \$800 to attend a professional conference which conference must be approved by the director of the special education program or designee. Teachers who volunteer or are involuntarily transferred may at their option for the following school year:
 - a. Remain in the position to which they were transferred. These teachers will then move to the bottom of the list of teachers available for involuntary transfer in subsequent years;
 - b. Access the voluntary transfer procedure of the Negotiated Agreement;
 - c. Return to the position they left in their previous school unless that position has been eliminated.

SECTION 4 Reduction in Staff

The procedures set forth in this section apply to reduction in the number of tenured teachers necessitated by a decrease in enrollment or for any other reason permitted by the law subsequent to the date of execution of this section.

The procedures set forth in this section shall apply to non-tenured teachers when in the judgment of the district it is necessary to only reduce the number of non-tenured teachers for any reason.

The procedures in this section shall not apply to tenured teachers who have either been dismissed under AS 14.20.170 or non-retained on the grounds stated in AS 14.20.175 (b). Similarly, the procedures set forth shall not apply to non-tenured teachers who have been dismissed or non-retained for reasons not related to a reduction in the number of teachers, even if resulting in the number of teachers being reduced.

A tenured teacher who is laid off under a reduction in force shall be subject to a layoff plan developed in accordance with law by Alaska teaching certificate endorsement by seniority subject to the District's determination of District-wide program needs and shall be placed on the recall list in seniority order by area of endorsement (s).

A non-tenured teacher hired prior to October 16 who is nonretained solely for the purpose of effectuating a reduction in force shall also be placed on the recall list. Non-

tenured teachers shall be non-retained in seniority order by Alaska teaching certificate endorsement subject to the District's determination of District-wide program needs.

A teacher placed on the recall list shall remain on the list for three (3) years from the effective date of the nonretention unless the teacher requests to be removed from the list or unless the teacher is removed from the list by the District as provided below.

A teacher shall be removed from the recall list if, within thirty (30) calendar days after the mailing date of a written offer of recall for a tenured teacher and within ten (10) calendar days for a non-tenured teacher, the teacher declines the offer or fails to accept it. This subsection shall not apply if within thirty (30) calendar days after the mailing date of a written offer of recall for a tenured teacher and within ten (10) calendar days for a non-tenured teacher after the mailing date of the offer, the teacher;

1. Provides the district with a written declination on the grounds that the teacher is under contract as a certificated employee in another public or private school along with a copy of said contract.
 2. Declines a position that is more than 20 miles from his/her former position.
 3. Declines a position that is less FTE than his/her former position.
-
- A. The District shall notify the Association of a potential need for a RIF prior to March 11th of each year. Failure to give such notice by March 11th will not prevent the District from non-retaining non-tenured teachers for any reason. Tenured teachers must be notified of layoff in writing, delivered by March 16. Non-tenured teachers must be notified of layoff in writing, delivered by the last day of the school term.
 - B. The district shall maintain a district-wide seniority list of teachers. The list shall be prepared by the District, and a copy shall be provided to the Association, a copy posted in each building, and to each non-tenured teacher by November 16th of each year. This seniority list shall include the following information: name, original hire date, work location, and endorsements on Alaska Teaching certificate.
 - C. Any challenges by a teacher to his or her placement on this seniority list must be made prior to January 10th of the year in which the list is published.
 - D. The District may attempt to lessen the impact and extent of a reduction in force through encouragement of unpaid leaves, retirements, or by other means deemed appropriate.
 - E. It is the responsibility of the teacher on the recall list to provide the Human Resources Department of the District with written notice of the teacher's current work phone number, home phone number, address, and the current phone number of a person who will always know how to contact the teacher on or within ten (10) days immediately preceding June 10th, and as soon as possible if any change occurs after June 10th.
 - F. Teachers shall be recalled to vacant teaching positions for which they are qualified in order of seniority. For the purposes of this subsection, qualifications include Alaska teaching certificate endorsement(s) or criteria as set forth under AS 14.20.177:
 1. Grades K-8 and the teacher has an elementary endorsement;
 2. The position is in an established middle school and the teacher has an elementary endorsement or a secondary certificate with the subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40% of the teacher's time or the teacher has within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off,

received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards;

3. Grades 9-12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40% of the teachers time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teachers performance in the subject or subjects meets the district performance standards.
- G.** Part-time teachers shall be eligible for recall to an equivalent or greater position. The recall shall be in the form of a written offer of recall sent certified mail return receipt requested to the address provided by the teacher to the Human Resources Department. In the event that more than one (1) teacher is qualified for a specific vacancy, the teacher with the most seniority shall be recalled. If a teacher is offered a recall to a vacant position under this subsection and declines the offer or fails to accept it within ten (10) calendar days for a non-tenured teacher and within thirty (30) calendar days for a tenured teacher, after the mailing date of the offer, the next most senior qualified teacher shall be recalled to the position.
- H.** Upon return to duty, the recalled teacher shall be credited with the sick leave benefits accrued at the time of the nonretention.

SECTION 5 Unassigned Class Coverage

When, at the direction of the administration, a teacher is required to supervise a class not assigned to said teacher, the teacher shall be compensated at the teacher's normal hourly rate of pay for each hour or major fraction of an hour of required weekly planning time (as provided in Article XIV, Section 2) the teacher was required to forego in order to supervise the class. The administrator will automatically process the necessary form for the teacher to be compensated within thirty (30) days.

SECTION 6 Special Education Meetings

IEP and Annual Review Meetings required by law shall be scheduled within the workday, excluding individual planning time provided by this agreement and duty-free lunch unless the member approves the exception. The District shall provide coverage for members required to be at the meetings during the work day and ensure that all contractually required planning time and duty free lunch times are provided.

ARTICLE IV LEAVES

SECTION 1 Unpaid Leaves of Absence

A. General Provisions

1. All unpaid leaves shall be without pay or fringe benefits, provided, however, that teachers shall be allowed to purchase their own health and life insurance to the extent allowed by the district's insurance carrier, and further provided that leave taken under the Family Leave provisions shall include any fringe benefit entitlement set forth therein.
2. Seniority shall accrue as if the teacher remained on active status.

3. Salary increments and sick leave will not accrue during an unpaid leave of absence.
4. Requests for unpaid leave of ten (10) days or less may be recommended by the unit administrator and approved by the Superintendent.

B. Return from Short Term Leave

If an unpaid leave of absence is thirty (30) or fewer working days within one school year, then the following return provision shall apply; the teacher shall return to work on the next working day following the expiration of the leave to the position he/she held prior to the commencement of the leave.

C. Return from Long Term Leave

1. If an unpaid leave of absence is more than thirty (30) working days, or if the teacher's absence extends into two school years, then the following return provisions shall apply:
 2. The teacher shall return to work on the first day of the school term as established by the Board of Education except for disability leave when the teacher shall return on the date established by the doctor's statement.
 3. The teacher shall notify in writing by March 1st the Human Resource office of the school district if he/she wishes to return to active employment with the school district on the first day of the following school term. If the unpaid leave commenced after March 1st, then the notification date shall be June 1st.
 4. The teacher shall be returned to his/her former position if it is vacant, or being filled by a certificated substitute. If not, then to a position for which he/she is qualified to fill within twenty (20) miles of the former position. The teacher shall have all rights under the transfer provision of this Agreement. Nothing in this section shall be construed as restricting the District's authority to make involuntary transfers as provided under Article III.

D. Available Leaves

1. Leave for Academic Study

- a. Leave requests for academic study, related to specific teaching areas must be submitted to the Human Resource office by March 1 prior to the school year for which the leave is requested. A teacher must have three consecutive years of employment in the district to be eligible to apply. Request for leave will be accompanied by a general plan which must include at least twenty-four (24) semester hours coursework for the year or twelve (12) semester hours for the semester the teacher is on the leave for academic study, unless otherwise approved. Consecutive leaves shall not be granted for more than a total of 2 years. This plan must be approved by the Superintendent prior to submission to the Board. The leave shall be for one complete semester or one complete school year.
- b. Upon return from the leave the teacher must submit proof of successful completion of twenty-four (24) or twelve (12) semester hours of coursework whichever is applicable no later than September 30th.

2. Leave to Hold Elected Office

Leave requests to hold elected public office must be submitted thirty (30) days prior to the commencement of the leave. Upon return from leave the teacher must submit proof of the completion of the term of office. The leave shall be for an entire semester or the remainder of the school year.

3. Sabbatical Leave

- a. The Board may grant sabbatical leaves for educational purposes to not more than two percent (2%) of the total number of District teachers for a given school year.
- b. Application for sabbatical leave must be received by the District by March 1 of the year prior to the school year for which the leave is requested.
- c. In order to be eligible for sabbatical leave the teacher must meet the following criteria:
 - 1) seven (7) or more years of District service,
 - 2) sabbatical leaves may be taken for educational purposes only,
 - 3) a sabbatical leave may be taken for one (1) year only; and
 - 4) the teacher applying for sabbatical leave must submit information showing his/her qualifications and/or need for the sabbatical leave, as well as a proposed plan for his/her education during the leave.
 - 5) when the District recommends sabbatical leave request to the Board for approval the following criteria shall be considered:
 - a) seniority of the teacher,
 - b) contributions of the teacher to education,
 - c) field of study of the teacher, and
 - d) the benefit which the district will derive from the teacher's proposed sabbatical plan.
- d. The District will not provide any financial assistance to the employee while on sabbatical leave except as follows: If the teacher elects to make contributions to the Teacher's Retirement System (TRS) during the period of the sabbatical leave, the teacher shall reimburse the District for fifty percent (50%) of the District's required TRS contribution.

4. Personal Leave Without Pay

Leave for personal reasons shall be granted, if the teacher has five (5) consecutive years of employment in the District and the request is received by the Human Resources Office no later than March 1st. The number of leaves available in any one year shall not exceed 2% of the number of certified teachers in the district. If more than 2% of teachers apply for personal leave, the leaves shall be granted based upon seniority. No teacher may be granted more than two (2) consecutive years of leave. Personal leave must be for one (1) complete school year and semester leaves shall not be granted.

5. Family Leave (for adoption, child care, and illness of self, spouse or parent.) Family leave shall be applied for and granted in accordance with the Alaska Pregnancy, Childbirth, and Family Leave Act and the (Federal) Family and Medical Leave Act and the above statutes generally provide:

- a. The provisions included hereunder are intended to parallel the District's obligations under AS 23.10.500 et. seq., Alaska's Pregnancy, Childbirth, and Family Leave Act, and the federal Family and Medical Leave Act enacted as Public Law 103-3. All provisions

hereunder should be construed in light of these statutes. A “year” hereunder shall mean the District's fiscal year.

- b. Family leave may be requested and shall be granted to an employee for the purpose of caring for a newborn, sick, adopted or injured child, as well as for foster placement of a child. Family leave shall also be granted to an employee in order to care for a spouse or parent with a serious health condition, or for the serious health condition of the employee. To be eligible, employees must have worked for at least 35 hours per week for at least six consecutive months or for at least 17 1/2 hours a week for at least twelve consecutive months prior to the leave. This limitation shall not apply where the leave is for the serious health condition of the employee, for child care, or for adoption.
- c. Leave shall not exceed one year, plus the balance of the current school year, notwithstanding shorter limitations in the referenced statutes. Employees shall request such leave as soon as it becomes apparent that the leave will be necessary. Employees may exhaust all accumulated eligible sick and personal leave at their option. If leave extends into the following school year, leave may be taken for a semester or an entire school year, unless the leave is for the illness of the employee. If the leave is for illness or disability of the employee, the physician's statement shall state the expected length of the leave.
- d. The District may require, in its sole discretion, appropriate medical certification from the employee's licensed health care provider, or in the case of adoption, foster placement, or leave due to a parent or spouse's health condition, such certification as may be appropriate, showing the basis of such leave.
- e. For the first 12 weeks of family leave in a year, or up to 18 weeks in a 24 month period if the leave is for the serious health condition of the employee, the District shall, at its expense, continue any preexisting health coverage for the employee. If the leave is for pregnancy, childbirth, or adoption, health coverage shall be provided for the first (18) weeks. The use of any accumulated sick and/or personal leave shall be deducted from the period for which the District is obligated to provide health insurance coverage at its cost. The employee shall be entitled to continue health insurance coverage beyond that provided by the District on condition the employee pays the appropriate rate. Any employee who works less than full time and is eligible for health benefits will continue to pay proportional costs while on leave.
- f. Any and all other provisions of the state and federal statutes not inconsistent with these provisions shall apply.

SECTION 2 Paid Leaves of Absence

A. Legal Leave

A teacher called for jury duty shall be granted leave with pay. A teacher subpoenaed during the school year by a federal, state, or district court to give testimony in a criminal or civil case in which the teacher is a victim or to which the teacher is not a

party will receive full compensation of the teacher's contract per diem rate. Any witness or jury fee will be remitted to the District. Should the teacher be released by court at least two hours prior to the end of his/her work day, the teacher shall return to his/her place of duty, unless other arrangements have been made by the teacher and approved by his/her unit administrator.

B. Military Leave

1. Teachers may take unpaid leave for service in the Uniformed Services in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 4301, et seq. Paid leave for such service is also available in accordance with the provisions of Subsection 2 below.
2. A teacher whose employment with the District is interrupted by a period of service in the Uniformed Services is entitled to receive his or her District salary for up to two (2) weeks, less the amount of military pay received, subject to the following conditions:
 - a. No paid leave of absence shall be granted for that portion of service in the Uniformed Services which takes place when the teacher is not required to perform duties for the District.
 - b. The teacher must request that the applicable Uniformed Service schedule his or her service so as not to conflict with District duties. If this request is denied, the teacher must provide the District with an order from his or her military supervisor which reflects this denial and indicates the teacher is ordered to report for duty during a period in which he or she would otherwise be required to perform duties for the District.
 - c. Official verification of the teacher's military pay shall be the responsibility of the teacher and no supplementary District salary shall be paid until verification has been received by the District Payroll Department.
 - d. Teachers wishing to receive compensation from the District pursuant to Subsection 2 are required to provide written notice to Human Resources Department that their employment will be interrupted by service in the Uniformed Services. Such notice must be received at least two (2) weeks prior to the teacher's expected absence from duty.
3. A teacher on military leave in accordance with this section may, at the teacher's option, be paid for days of personal leave accrued in accordance with section Article IV, Section 2.C. A teacher shall receive no other payment from the District for days for which he or she received payment for personal leave while on military leave.
4. **Definitions**
For the purposes of military leave, service in the Uniformed Services includes active duty, full-time National Guard duty, training duty, and a period required for an examination to determine the fitness of the person to perform any such duty. As used herein, the Uniformed Services means the Armed Forces, the Air National Guard, the Commission Corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

C. Personal Leave

1. Four (4) days of personal leave with pay shall be granted each full time certificated employee per school year. Accrual shall not exceed seven (7) days.
2. Personal leave may be taken on a one-half or full day basis only.
3. Personal leave will be accrued on a pro rata basis in the following manner:

DAYS WORKED	PERSONAL LEAVE ACCRUED
0 – 29	1 day
30 – 59	1.5 days
60 – 89	2 days
90 - 119	2.5 days
120 - 149	3 days
over 150	4 days
4. Notice for personal leave must be provided at least twenty-four hours in advance. Exceptions may be made in bona fide emergencies.
5. Personal leave will not be used to effect a concerted work stoppage or slowdown.
6. No more than twenty percent (20%) of the teachers may be approved from any one (1) school at the same time without the superintendent's approval. Exceptions may be made for small schools.
7. Teachers may convert personal leave into cash at the maximum rate of two (2) days per year, if a written request is received in the payroll department no later than May 1st of the contract year. Conversion shall be at the individual's per diem rate.
8. Personal leave shall not be granted on parent/teacher conference days, or state mandated testing days. Personal leave shall not be granted on professional development days except (1) if the subject matter is not relevant to any part of a teachers current teaching assignment, (2) for major life events, or (3) upon the prior written approval of the unit administration, which approval shall not be arbitrarily denied. Major life event refers to a significant personal event the scheduling of which must be beyond the control of the member.

D. Emergency Leave

Earned sick leave may be granted a teacher in special emergencies. Teachers will be entitled to up to five (5) days emergency leave with pay within the state of Alaska in any year, or up to ten (10) days emergency leave with pay outside the state of Alaska in any year. This leave is to be granted for the illness or death of a member of the immediate family.

1. The immediate family shall include husband, wife, father, mother, son, daughter, brother, sister, grandparent, grand child, guardian, legal ward, household member (i.e., person living in the same household having the same relationship as aforementioned family members), or a person having the same relationship to the employee's spouse. This leave is to be deducted from the accumulated sick leave of the person(s) involved.
2. Verification of emergency leave shall be submitted to the Unit administrator and forwarded to the Superintendent.
3. Additional earned sick leave days may be granted by the Superintendent for emergency leave.
4. In the event additional days of emergency leave are requested by the teacher and leave is denied by the Superintendent, the teacher may apply

for an unpaid leave upon the recommendation of a physician that the teacher's presence is required.

E. Sick Leave

1. Teachers are entitled to accrue sick leave with pay during the school term based upon their FTE. Sick leave may be cumulative without limit and accrues at the rate of one and one third (1 1/3) days per month or major portion of a calendar month of actual service. Sick leave days shall be advanced at the beginning of the school year. If the teacher does not fulfill the teaching contract for any reason, sick leave days used in advance and not earned to date of separation shall be deducted from any amounts due and owing to the teacher or otherwise repaid to the District.
2. Teachers or nurses unable to be on duty due to illness or death of a member of the immediate family shall notify the principal or his/her designee as soon as possible. Whenever possible, employees shall notify the unit administrator at least 24 hours in advance of scheduled medical appointments in order to secure a qualified substitute.
3. Following the absence, the teacher shall file a signed leave slip with the principal.
4. Sick leave may be taken on a one-half day or full day basis only.
5. A certificated school district employee who changes employment from one district to another 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 days to be transferred. (AS 14.14.107)
6. After 3 consecutive days, District reserves the right to request a statement from a physician to verify wellness or illness.
7. Accumulated sick leave may be used for well child care for up to 30 calendar days when on an approved family leave, granted pursuant to Article IV Section 1.D.5. The 30 calendar days will be part of the total days used under Family Leave. Teachers may not apply to the sick leave bank for well child care.

F. Staff Development Leave

Whenever possible, the teacher shall submit a request for staff development leave at least two weeks prior to the leave to his/her immediate supervisor. Upon recommendation of the unit administrator, the leave may be approved by the Superintendent. Staff development leave, with the exception of leaves generated through the Department of Instruction or through Central Office, shall be budgeted equitably between buildings and district wide programs. Staff development leave shall include: attending educational conferences, participation in District curriculum committees, and other purposes as approved by the Superintendent.

G. Humanitarian Leave

Teachers may be granted humanitarian leave with or without pay, at the District's discretion, upon application to the Superintendent.

H. Professional Organization Service Leave

A teacher who has been elected or appointed to serve as an officer in his or her professional educational organization, other than NEA, at the state or national level, may be granted up to five (5) days of staff development leave to attend meetings which are a required responsibility of that office. The cost, if any, actually incurred by the District of a certificated substitute for each day of leave shall either be paid directly by the teacher to the District or deducted from the teacher's pay. In addition,

the teacher shall pay all other costs associated with the leave, including travel, food, and lodging.

ARTICLE V SICK LEAVE BANK

SECTION 1 Sick Leave Bank

This provision shall not be subject to the grievance procedure nor is the provision arbitrable.

- A.** A teacher or a member of the Matanuska-Susitna Principals' Association (MSPA) may contribute up to two (2) days of sick leave to the sick leave bank. The bank shall be administered jointly by the Association, MSPA, and the District through a sick leave bank committee of which four (4) members are to be appointed by the Association, two (2) members by MSPA, and one (1) member by the Superintendent. The sick leave days donated to the bank shall be cumulative from year to year. A teacher, nurse, or principal who has exhausted his/her accumulated sick leave may make reasonable withdrawals, subject to the following guidelines, provided there is sufficient leave time available in the bank.
- B.** Sick leave time assigned to the bank shall remain the property of the bank, and no donor shall have any further claim to the donated days.

SECTION 2 Guidelines

- A.** Sick Leave Bank Eligibility
The Sick Leave Bank enables a teacher, nurse or principal, because of unusual circumstances, to draw not more than twice the number of days of sick leave he or she has accumulated before the first day of school in any school year, or twenty-four (24) days, whichever is greater or in cases of serious illness or extreme hardship, the committee may permit a teacher, nurse, or principal to draw more. AS 14.14.105
- B.** For the purpose of administering the Sick Leave Bank, "Unusual Circumstances" shall be defined as any serious physically or emotionally debilitating illness which results in a prolonged absence. A prolonged absence, under this paragraph, must be a minimum of five (5) consecutive working days.
- C.** The District agrees to provide clerical support for the purpose of conveying leave status from payroll records during Sick Leave Bank meetings.
- D.** All teachers, nurses, and principals shall be members of the Sick Leave Bank unless they specifically elect not to join.
- E.** Contributions shall be accepted only during the first 30 days of the year from personnel new to the district and non-members of the Sick Leave Bank. New members will notify payroll and contribute one day to the Sick Leave Bank.
- F.** A current employee may opt out of the Sick Leave Bank by notifying the Payroll Department no later than September 15. A new employee may opt out with fifteen (15) days of initial employment by notifying the Payroll Department.

SECTION 3 Sick Leave Withdrawals

- A.** All requests for sick leave drawn from the bank must be submitted on the sick leave bank application form, and must be accompanied by a verification of serious illness

by a physician. Both forms are to be forwarded to the MSEA mailbox marked "CONFIDENTIAL-SICK LEAVE BANK".

- B. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by a teacher, nurse, or principal has been exhausted.
- C. Sick leave from the Bank can only be granted during the current school year in which the teacher, nurse or principal is employed by the District.

SECTION 4 Sick Leave Bank Committee

- A. The committee shall select one of its members to chair meetings and to handle committee procedures.
- B. The committee shall hold such meetings as necessary to respond to applications of Sick Leave Bank withdrawals.
- C. In evaluating a particular request for Sick Leave Bank withdrawal, the committee may consult with an appropriate specialist.
- D. The committee shall give due consideration to all applicants and exercise reasonable discretion in granting or denying Sick Leave Bank withdrawals.
- E. The committee shall be responsible for developing the Sick Leave Bank application form.
- F. When the number of available days in the Sick Leave Bank becomes 200 days or less, the committee may, upon majority vote of its members, establish an open enrollment period to replenish the Bank's days. Principals, nurses, and teachers shall contribute up to two (2) days sick leave to the Bank during the open enrollment period to retain membership in the Bank.
- G. The committee shall develop an appeal process for the adjudication of rights under this Article. The committee's appeal process shall be the sole and exclusive remedy for any member to challenge any decision relating to their rights under this Article and the Association shall defend, indemnify and hold harmless the District against any grievances or claims submitted through any other process, whether administrative or judicial.

SECTION 5 Sick Leave Bank Notice and Opt-Out Form

The following Sick Leave Bank notice and opt-out form will be distributed by the District to new employees:

Matanuska Susitna Borough School District
Sick Leave Bank Notification

The Agreement, Article V, Section 2.D, states "All teachers, nurses, and principals shall be members of the Sick Leave Bank unless they specifically elect not to join". I understand it is my responsibility to notify the payroll department in writing no later than fifteen (15) calendar days of my date of hire if I elect not to join the Sick Leave Bank.

I elect NOT to join the Sick Leave Bank

Signature	Location	Date
Witness	Title	Date

SECTION 6 Special Collections

Members of the Sick Leave Bank may apply for a special collection of sick leave days from other employees if the member is in need of days donated for serious physically or emotionally debilitating illness of a teacher or an immediate family member.

The following shall apply to all requests:

- A.** The request shall specify number of days needed. The maximum number of days that can be collected at one time shall be 24 days. The maximum number of days to be awarded shall be 24 days per collection.
- B.** A member may only apply four times in a calendar school year.
- C.** The request must be submitted on the Sick Leave Bank Special Collection Form, and must be accompanied by a verification of serious illness by a physician. The request shall designate a person to distribute collection forms.
- D.** All sick leave and personal leave days must be exhausted before a special collection is made.
- E.** Any days that are collected and not used by the employee for the reason stated on the request shall be returned to the Sick Leave Bank for general use as specified in the Negotiated Agreement.
- F.** The collection shall be handled by the Sick Leave Bank with completed donation forms submitted to payroll.
- G.** Sole approval of any special collection shall be made by the Sick Leave Bank Committee and is subject only to the Sick Leave Bank Appeals process as specified in the MSEA/MSBSD and MSPA/MSBSD Negotiated Agreements.

ARTICLE VI CONTRACT AND EXTENSIONS

SECTION 1 Contracts

- A.** Teachers shall receive their contracted salary as specified in Section 2.
- B.** Installment payments shall be made on the 15th and last day of the month. In the event the 15th or last day of the month falls on weekend or holiday, payroll checks will be distributed on the prior work day.

The first payroll, beginning fiscal year 2009, will be August 31 and all remaining installment payments for the teacher's contract salary shall be made on June 15. The December 31 paycheck shall be distributed on December 15 of each year.
- C.** Teachers applying for a change in contract salary on the basis of additional credits earned must file a written request for movement on the salary schedule and official transcripts/official CEU documentation of the additional credits with the Human Resource Director's office no later than September 30th for column movement for the entire year. Requests and adequate supporting documentation filed after September 30th will result in column movement beginning with the next full pay period beginning after the filing is completed. Commencing FY2012, requests and adequate supporting documentation filed after September 30 but prior to February 1st will result in column movement beginning with the next full pay period beginning after the filing is completed. It shall be the responsibility of each employee to furnish the Human Resource Director's office with the official documentation.

- D. Commencing FY 2012 contract adjustments resulting from column movement shall commence within thirty (30) days of Human Resources approval. Any retroactivity will be paid in a lump sum within that time frame.

SECTION 2 Method of Payment

- A. Employees will be paid via direct deposit.
- B. Payroll will be released on established paydays only, unless a teacher has resigned.
- C. Teachers terminating shall be paid upon receipt of an authorized time sheet of clearance from the principal. Payment shall be made by the Superintendent's Office.
- D. Teachers will have a choice of receiving their contracted salary in either twenty (20) or twenty-four (24) equal payments. The choice must be made no later than the first work day of the school year in which the wages are earned. Once the choice has been made, it cannot be changed for that contract year and shall continue to remain in effect unless and until the teacher makes a timely election to change his or her election prior to a subsequent school year. If the teacher does not make a timely election the teacher shall be paid in 24 installments.

SECTION 3 Per Diem for Calendar Increase

The Board agrees to compensate teachers by their per diem rate for any increase in the school calendar which is initiated by the local Board.

SECTION 4 Co-curricular Activities

- A. All co-curricular assignments shall be voluntary. The co-curricular athletic and non-athletic activities shall be paid on the extra curricular salary schedule contained in this article, section 4.B.3.
- B. The unit administrator shall submit a listing of recommended extra-activity personnel in his/her building to the Human Resource Department for approval by the Superintendent. A co-curricular contract will be written for each employee approved by the Superintendent. The contract will include the school, the employee's name, the activity, the approved step and rate, and the procedure for payment.
 - 1. The contract will be submitted to the employee for signature prior to the beginning of the activity. Beginning a new activity prior to its approval by the Superintendent for funding as an activity does not oblige the District to approve the activity or to approve payment in case the recommendation is not approved. Payment for the extra curricular contract shall be provided to the employee with the regular payroll within thirty (30) days of the last scheduled event.
 - 2. Year-long extra curricular positions will be paid in four (4) equal payments, one at the end of each quarter.
 - Year-Long Positions are defined as:

Activities Director	Intramurals
Class advisor	Chorus
Band	Student Government
Yearbook	Drama
Club sponsor	Academic Decathlon

- Authorized activities will be compensated by assignment to one of the seven (7) salary ranges each of which has six (6) experience steps as shown on the salary schedule below.

Formula on current base of B-O range

Step	1	2	3	4	5	6	7
A	.0159	.0258	.0346	.0505	.0688	.0820	.0983
B	.0175	.0274	.0366	.0533	.0736	.0895	.1055
C	.0191	.0286	.0390	.0561	.0808	.0967	.1126
D	.0207	.0306	.0410	.0589	.0880	.1043	.1198
E	.0222	.0318	.0430	.0621	.0955	.1110	.1282
F	.0238	.0330	.0449	.0653	.1027	.1182	.1365

- Experience in a co-curricular position with the District shall be credited up to six (6) years. When an assistant coach becomes a head coach in a given sport, assistant coaching experience shall be substituted on a year-to-year basis.
- Positions to be funded and approved in any one year are at the discretion of the School District. Salary and ranges for each position shall be as per this section.
- Activity sponsors who are on district approved travel shall be provided with expenses and accommodations as agreed upon between the sponsor and the unit administrator.
- Intramurals is defined as activities which take place within the school and between athletes of that same school.
- Limited extra-curricular activities are defined as activities which take place within the school district. Salary for limited extra curricular activities will be on the extra curricular range.
- A committee of six will be appointed by the parties (3 each) to make recommendations to the Superintendent and the MSEA that would allow for fractional extra-curricular pay (less than 1.0) for small schools of student enrollments less than one-half of the average enrollment of the core area high schools and middle schools. Memorandums of Agreement must be signed by both MSEA and MSBSD before any recommendations of this committee may be implemented.

C. Extra Curricular Activity Salary Ranges:

Senior High Activities

Activity Director	1.5x7	Assistant Coach3	
Band	6	Cross Country Skiing	
Boy/Girl Basketball		Head Coach	7
Head Coach	7	Assistant Coach5	
1st Assist. Coach	5	Drama	7
2nd Assist. Coach	4	Drill Team	2
Cheerleaders		Football	
Basketball	5	Head Coach	7
Football	5	1st Assist. Coach	5
Wrestling	3	2nd Assist. Coach	3
Hockey	3	Academic Decathlon	7
Chorus	5	Boy/Girl Soccer	
Class Advisors		Head Coach	7
Grade 9 or 10	1	Assist. Coach	5
Grade 11 or 12	2	Gymnastics	3
Boy/Girl Cross Country Coach		Hockey	
Head Coach	5	Head Coach	7
		Assist. Coach	5

Intramurals		French Club	2
Head Coach	3	Future Homemakers	2
Assistant Coach1		Honor Society	2
Boy/Girl Track-Field		<u>Middle School Activities</u>	
Head Coach	7	Band	2
1st Assist. Coach	5	Boy/Girl Basketball	
2nd Assist. Coach	3	Head Coach	5
Volleyball		Assist. Coach	3
Head Coach	7	Cheerleaders	3
1st Assist. Coach	5	Chorus	2
2nd Assist. Coach	3	Club Sponsors	1
Wrestling		Cross Country	2
Head Coach	7	Cross Country Skiing	3
1st Assist. Coach	5	Drill Team	1
2nd Assist. Coach	3	Boy/Girl Gymnastics	2
Swimming		Intramurals	
Head Coach	7	Head Coach	5
1st Assist. Coach	5	Jump Rope	1
2nd Assist. Coach	3	Boy/Girl Track/Field	
Yearbook	4	Head Coach	5
Student Government	7	Assist. Coach	3
Newspaper Advisor	1	Student Council	2
Softball	6	Volleyball	
Baseball	6	Head Coach	5
N.Y.O	5	Assist. Coach	3
Club Sponsor		Wrestling	
FFA	2	Head Coach	5
VICA	2	Assist Coach	3
Thespians	2	Yearbook	2
OEA	2		

D. Elementary Co-curricular positions

1. All elementary positions will remain at range one (1) on the co-curricular salary schedule. If the number of students in any co-curricular activity exceeds forty five (45) students per coach or sponsor, the contract shall be adjusted to range two (2).
2. Criteria for Establishing an Activity
 - a. A minimum of twenty-four (24) hours must be spent in direct activities with the students, excluding travel and actual game times when athletic activities are involved. This is consistent with the non-competitive basic skill-building characteristics of elementary co-curricular programs.
 - b. A minimum of ten (10) students must be involved for an activity to qualify for a co-curricular contract.
 - c. Activities must take place during non-instructional hours, either before or after school.
 - d. Suggested list of activities:

Basketball	Cross Country Running
Softball	Track-Field
Cross Country skiing	Ice skating
Hockey	Photography
Arts and Crafts	Gymnastics
Volleyball	Soccer
Drama	Special Band
Special Chorus	Wrestling

Chess
Yearbook
Computers

Student Council
Jump Rope

The approved list of elementary activities shall be determined by the District annually based upon the program requirements and best interests of the pupils.

SECTION 5 Department Chairperson

A. Secondary Department Chairperson or Building Management Team Members (grades 6 through 12) or District-wide Specialist Department Chairperson.

Department chairperson positions may be established by the School Board. If department chairperson or team member positions are established, those established will be recommended by the unit administrator and approved by the Superintendent.

The salary for a teacher who is selected by the unit administrator to serve as a secondary department chairperson or building management team member for an entire school year will be increased according to the following schedule by an addendum to the teacher's contract. The number of teachers within a specified department shall be counted as of the end of the first quarter and submitted to the Human Resource Office.

Size of Department	Percent of B-O
2-4 F.T.E.	.023
5-8 F.T.E.	.032
9 and Over	.042

Each secondary department chairperson shall be allocated two per diem days worked in order to perform the duties of the position. These per diem days may be paid or the teacher may elect to have a substitute for two days in lieu of payment for two per diem days.

B. Primary Department Chairperson/Intermediate Department Chairperson

One primary department chairperson may be established by the Board for a school with more than six F.T.E. teachers at the primary level (K-3). One intermediate department chairperson may be established by the Board for a school with more than six F.T.E. teachers at the intermediate level (4-5). If primary/intermediate department chairperson positions are established, those established will be recommended by the unit administrator and approved by the Superintendent. Department chairperson's F.T.E. shall be counted at the end of the first quarter.

Each elementary department chairperson shall be paid an additional two per diem days in order to perform the duties assigned by the unit administrator or the chairperson may elect to have a substitute for two days in lieu of payment for two per diem days.

SECTION 6 Teacher in Charge

If the building principal is absent for one-half (1/2) day or more, a teacher who has been requested by the principal to serve as teacher in charge may request, and the principal shall provide, a substitute. No teacher shall be obligated to serve as a teacher in charge.

ARTICLE VII

SALARY

- A.** The salary schedule is based upon the degree, experience, and additional semester hours earned.
- B.** The contract salary for FY 11, FY12, and FY13 shall be for a term of one hundred eighty-five (185) days to include regular instructional days, in-service, and teacher work days. Teacher shall receive per diem for any days worked beyond hundred and eighty-five (185) except as otherwise set forth in this agreement.
- C.** Only hours earned after the date a degree has been conferred or after the date that all degree requirements have been met may be counted toward a salary step adjustment. To count for placement purposes, all course work shall be upper division, graduate level or either (1) in the teacher's area of certificate endorsement; (2) directly related to the teacher's work assignment; or (3) in the field of education. Courses must also be taken from an accredited college or university. All creditable hours for advancement on the salary schedule must be approved in advance by the Superintendent or his/her designee.
- D.** Occupational therapists, physical therapists, nurses, speech language pathologists, psychologists, and audiologists will receive one (1) college credit equivalent on the salary schedule for every two (2) C.E.U.s earned, however no more than one-half (1/2) of the credits earned for column movement may be C.E.U.s.
- E.** A special committee of six will be appointed by the parties (3 each) composed of professionals who are familiar with trends in training and licensing of specialists to make a recommendation to the Superintendent and the MSEA whether newly hired specialists whose disciplines typically provide services to children in practice arenas other than school districts, should receive up to two years of experience credit for initial salary placement for such pediatric experience.
- F.** New hires may bring in three (3) years of creditable teaching experience. Proof of creditable teaching experience must be received in the Human Resources Department no later than September 30 or within 30 days of hire. Experience is considered creditable when that experience was in a public institution or in an accredited non-public institution wherein the teacher was required to hold a valid teaching certificate in the state. The teacher shall bear the burden of proving that the documentation was timely and properly requested by the teacher and was not provided to the District by the required date through no fault of the teacher.

Employees holding an earned Ed.S., PhD., or Ed.D. shall be compensated an additional amount equal to a step increment above their appropriate M plus 30 step in each year of this agreement.
- G.** Part-time employees shall advance one step on the salary schedule per school year.
- H.** Teachers employed by the District as of the date of ratification shall have the FY' 11 salary schedule increased by one and three quarters percent (1.75%) over the FY '10 salary schedule, retroactive to July 1, 2010. The salary schedule for FY' 12 shall increase by two percent (2.00%). The salary schedule for FY' 13 shall increase by two percent (2.00%).
- I.** All employees who do not receive a step increment shall receive an amount equal to a step increment added to their base salary in each year of this agreement. The amount shall be paid in one lump sum by October 31st in each year.
- J.** All part time employees will be compensated at their per diem rate when required to attend any meeting or workshop that is not part of their regular duty day, with the exception of job shares.

- K. If participation at a District-initiated activity or meeting is voluntary, the District will identify teachers who will be invited to participate. The District will inform all potential participants in advance of the compensation (if any) and voluntary nature of the activity.
- L. In special recognition of longevity and extraordinary services provided to the District by selected teachers, there is hereby established a Service Recognition Program.
 - 1. The salary increases which this program provides are for services rendered and shall apply only to teachers who are eligible to retire and who notify the Human Resources Department to be received no later than December 31st of their intention to, and who do in fact, retire at the end of the current school year. The employment contract shall be amended to reflect an increase of \$150 per year of consecutive District service, and the increase shall be paid in one lump sum in the final paycheck.
 - 2. The Association acknowledges that the District has made no representations regarding the impact of the payment described in this subsection may have on any teacher's eligibility for retirement or on the amount of retirement benefits. The Association hereby agrees that it will indemnify and hold the District harmless, together with its Board members, administrators, officers, agents, and employees, from any claim of any nature connected with or arising out of a decision by the Teachers Retirement System regarding a payment under this subsection, whether such claims are initiated by teachers or any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to (a) assume the defense against such claims, (b) pay any attorneys fees and costs associated with the defense against any such claims, and (c) pay the full amount of any adverse judgments or awards resulting from such claims, including costs, attorneys' fees and interest.
- M. The district will provide on a voluntary basis to all Association employees a medical reimbursement plan and a dependent care plan, consistent with Section 125 of the Internal Revenue Code.
- N. Teachers who provide documentation to the Human Resources Department not later than forty-five (45) days after the start of a new semester of national board certification or other national certification deemed as comparable to national board certification by the Human Resources Department will be eligible for an increase to their annual salary of two thousand (2,000) dollars for the life of the certificate, provided the teacher is employed in a position in the area of such certification. Teachers who submit proof of certificate in the second semester will receive only one thousand (1,000).

ARTICLE VIII INSURANCE

SECTION 1 Health Insurance

- A. In FY 11 , the District will pay 90% of the group health premium, and the employee will pay 10% of the group health premium. In FY 12 , the District will pay 90% of the group health premium, and the employee will pay 10% of the group health premium provided that any premium increase above 10% of the FY 11 amount will be paid entirely by the employee. Employees shall have the option of opting out if they do

not want to pay their share of the premium, and in such case, the District shall not be required to pay any share of the premium. The District shall be obligated to pay this amount per .50-1.0 FTE equivalent teacher per fiscal years FY 11 and FY 12 to the NEA Alaska Health Trust for health insurance except for teachers who opt out of health insurance coverage.

Effective upon ratification, the parties shall continue bargaining to restructure the health insurance plan for the FY 13 school year. Restructuring to be considered will include, but is not necessarily limited to:

- a. High deductible/with and without health savings accounts.
- b. Dependent-based pricing.
- c. Establishment of new tier for new hires.
- d. Direct contracting with providers.
- e. Self-Insurance
- f. Other benefit modifications.

If a restructured health insurance benefit plan is not agreed to by the parties by July 1, 2012, the District will pay the same amount as it did in FY 12 as its share of the group health premium, and the District and the employee will pay the remaining FY 13 group health premium, 50%-50%.

- B.** Payments shall be made in advance on the first business day of each month and shall be accompanied with a list of teachers for whom payments are being made.
- C.** Insurance coverage for employees and their dependents shall begin the first day of the month following employment. The employee has the option to continue health insurance coverage at his/her own expense during an unpaid leave of absence. The employee must pay 100% of the cost prior to the first day of the month in which insurance coverage is desired. Payment must be made no later than the first day of the month in which insurance is desired.
- D.** The insurance plan description, deductibles, and limitations of coverage shall be determined by MSEA and the NEA-Alaska Health Trust. Such determinations shall not be subject to the grievance procedure under Article II of this Agreement.
- E.** Any dispute regarding the adjudication of claims shall be between the claimant and the NEA-Alaska Health Trust. Such dispute shall not be subject to the grievance procedure under Article II, nor shall it otherwise involve the District.

SECTION 2 Life Insurance

- A.** Each employee shall be provided with \$15,000 of life insurance at the District expense.
- B.** Employees shall be able to purchase, at their expense, up to five (5) times their annual salary in term life insurance at the group rate, if the increase from three (3) times (FY'10 N.A.) to five (5) times does not increase the group rate.

ARTICLE IX REIMBURSEMENTS

SECTION 1 Physical Examinations

All contracted, certificated personnel not covered by the District's health insurance will be reimbursed up to the amount of one hundred and fifty dollars (\$150) for the physical examination required every three (3) years. Any employee seeking such reimbursement shall first be required to submit said bill to any existing health insurer providing coverage to the employee. The exam to be conducted and the form utilized by the District shall include only a TB test (on initial employment), and whether or not the employee is free from communicable disease and otherwise mentally and physically able to perform the duties of the position. No additional medical services and/or tests shall be conducted, except at the employee's own expense. It shall be the responsibility of the employee to present to the Business Office documentation of the actual cost no later than sixty (60) days after the beginning date of employment, otherwise, the reimbursement will be forfeited. Employees shall provide the district with results from an annual tuberculin skin test at no cost to the employee. New employees shall submit the results from a pre-employment skin test prior to the first day of work.

SECTION 2 Automobile Allowance

Certificated teachers who provide passenger vehicles for School District business directed by the unit administrator shall receive reimbursement for the use of such vehicles at the applicable deduction rate as established by the Internal Revenue Service. Each certificated employee with responsibilities in more than one building shall confer with his or her supervisor(s) or unit administrator to designate a base building for the purpose of calculating a mileage reimbursement. On days in which the employee teacher works in another building other than the base building, the District shall reimburse the employee for mileage required beyond that distance which the employee would travel to commute to and from his/her building.

ARTICLE X IN-SERVICE

SECTION 1 Building Level In-Service

Every unit administrator shall meet with all members of his/her instructional staff to discuss and plan the content and number of requested in-service days for that unit. Effort shall be made to reach consensus with the staff, but in the event that is not possible the final determination as to the implementation of the staff recommendation will be by the unit administrator. MSEA may also make recommendations for in-service to the Superintendent.

SECTION 2 District Wide In-Service Committee

To encourage productivity, professional growth, professional recognition, professional responsibility, and job satisfaction, the District and Association agree to formalize the involvement of teachers and principals in those shared decisions that affect district-wide in-services. A committee of twelve persons shall be established, and members shall be limited

to two year staggered terms with half of the original appointments to be made for one year only. The Association shall select the members for six positions. The Superintendent shall select the members for six positions. Members shall be selected based upon the following criteria: an ability to meet the educational needs of all children; an ability to represent a variety of grade levels and subject areas; a demonstrated commitment to long term staff development, and a demonstrated excellence in instructional delivery.

The committee's recommendation for content and format shall be based upon the School Board's approved mission, vision, student outcomes, and goals. The in-service budget shall be presented by the administration at the first meeting. The committee's recommendation shall not exceed established budget constraints. Determination as to the implementation of and the responsibility for in-service training will be by the Superintendent. The committee's recommendation shall address all mandated topics and all topics that are the result of teacher in-service surveys. The committee's annual recommendation shall be submitted to the Superintendent no later than March 1st for the following fiscal year. The district shall not be obligated to compensate committee members for committee work beyond the approved school calendar. The committee shall not recommend decreasing building level in-services. In the event of a voting deadlock among the members of the committee, the Superintendent shall cast the deciding vote.

SECTION 3 In-Service Release Time

District employees who present at District in-services shall be given administrative leave to prepare.

ARTICLE XI ASSOCIATION DUES

SECTION 1 Payroll Dues Deduction

- A.** All Association Dues may be withheld by payroll deduction during a period of ten (10) months, twenty (20) pay periods, October through July, upon receipt of the authorized membership requests. Deductions will be paid bimonthly to the MSEA Treasurer.
- B.** The Association shall be notified of the names, addresses, phone numbers, FTE and work assignments of all new teachers within five (5) work days of the date they are hired by the School Board. In addition, a list of all teachers with names, addresses, phone numbers, FTE and work assignments will be provided no later than September 30th in each school year. Notwithstanding, the district shall not release the address or phone number for a teacher who does not authorize the release.

SECTION 2 Agency Fee

- A.** It is recognized that the responsibilities of the exclusive representation of teachers under this Agreement entails expenses which appropriately are shared by all teachers who are beneficiaries of this Agreement. Consequently, the Board shall place the following clause into each individual teacher's contract: "Teacher authorizes the District to deduct an amount at least equal to the Unified Association dues from my pay."

- B. The Association will advise the Board of the amount of the Unified Association dues, fees, assessments, and/or contributions.
- C. The Board shall then deduct an amount at least equal to the Unified Association dues from the monthly pay of each teacher, commencing with the last pay in September or within thirty (30) days of the teacher's initial employment date (whichever occurs later), and ending no later than June 30. Unless otherwise agreed to by the Association and the teacher such deductions will be in equal bi-monthly amounts and immediately transmitted to the Association. Along with each bi-monthly transmittal, the Board will furnish the Association with an alphabetized list, by building, showing the names of all teachers from whose salary the Unified Association fee has been deducted and the amount deducted for each teacher.

SECTION 3 Dues Deduction/Agency Fee Deduction

Upon initial employment, the teacher will be presented with a deduction authorization form on which the teacher shall indicate his or her authorization for either dues deduction or agency fee deduction.

- A. If by September 11th of the applicable school year or within fifteen (15) days of his/her initial work day with the District, a teacher objects to the payment of the Unified Association fee because of bona fide religious convictions based on tenets or teaching of a church or religious body of which the teacher is a member, the dues paid to the Association by the teacher shall be paid to a charity of the Association's own choosing which is not affiliated with a religious, labor, or employee organization.
- B. The Association hereby agrees that it will indemnify and hold the Matanuska-Susitna Borough School District, together with its Board members, administrators, officers, agents, and employees harmless from any claim of any nature connected with or arising out of the implementation of an agency shop arrangement, whether such claims are initiated by teachers or by any other persons. Without limiting the scope of this indemnification and hold harmless obligation, the Association agrees to (a) assume the defense against any such claim, (b) pay any attorney's fees and costs associated with the defense against any such claims, and (c) pay the full amount of any adverse judgments or award resulting from such claims, including costs, attorney's fees and interest.

**ARTICLE XII
PROFESSIONAL LEAVE FOR ASSOCIATION USE**

SECTION 1 President of NEA-Alaska

- A. The Board and the Association agree that a Matanuska-Susitna Borough School District teacher serving as the President of NEA-Alaska shall be granted a leave of absence with pay upon request during his/her term of office, provided that the costs of such pay and benefits shall be fully reimbursed to the District by NEA-Alaska. TRS eligibility must be approved by the TRS.
- B. Upon return from leave, the teacher shall be returned to his/her former position if it is vacant, or being filled by a certificated substitute. If not, then to a position for which he/she is qualified to fill within twenty (20) miles of the former position, (which the

teacher may choose to waive). The teacher shall retain all rights under the transfer provisions of this Agreement.

SECTION 2 President of Mat-Su Education Association

- A.** The Board and the Association agree that a Matanuska-Susitna Borough School District teacher serving as the President of the Matanuska-Susitna Education Association shall be granted a leave of absence with pay upon request during his/her term of office, provided that the cost of such pay shall be fully reimbursed by the Matanuska-Susitna Education Association. The request shall be made no later than June 1 of the year preceding the requested year of absence TRS eligibility must be approved by the TRS.
- B.** The District may provide, at District expense, office space, in an existing district facility, for the use of the President during his/her term of office.
- C.** Upon return from leave, the teacher shall be returned to his/her former position if it is vacant, or being filled by a certificated substitute. If not, then to a position for which he/she is qualified to fill within twenty (20) miles of the former position, (which the teacher may choose to waive). The teacher shall retain all rights under the transfer provisions of this Agreement. The teacher on such leave must give written notice to the Superintendent of Schools by June 1 of the year the leave expires of his/her intention to return on the first day of the following school year.

SECTION 3 Professional Leave for Association

The Board shall provide one (1) day per year Association leave for every ten (10) members of the bargaining unit for use by the Matanuska-Susitna Education Association. Such leave will be used by Association members to participate in Association or NEA-Alaska business. Teachers should give the unit administrator advance notice of their use of association leave if possible. If advance notice was not possible, teachers should give the unit administrator a brief note explaining why it was not. If additional days are needed, Association may buy them at the actual cost to the District.

ARTICLE XIII JOB SHARING

SECTION 1 Job sharing

- A.** No teacher shall be required to share a job share assignment.
- B.** If two (2) tenured teachers voluntarily choose to share one (1.0 FTE) teaching position in a single building or program all of the following conditions shall prevail:
 - 1. Both teachers shall be certified and endorsed in the area(s) appropriate for the assignment.
 - 2. Both teachers shall be eligible for and accrue a proportional share of salary and leave benefits.
 - 3. Where both teachers are employed for two semesters of the school term each teacher shall be required to reimburse the District for one-half of the amount of insurance coverage provided by the District to the teacher pursuant to the provision of Article VIII of the Comprehensive Agreement. The District may elect to have the obligation described in this subparagraph

satisfied by way of deductions for the payroll of job sharing teachers falling within its terms. However, if a job sharing teacher who works for two semesters elects not to pay for his/her half of the insurance, but desires six months of insurance coverage similar to a job sharing teacher who works only one semester in the manner described below in (subparagraphs 4, 5, and 6); then he/she must sign a waiver.

4. In the event that each teacher is employed for only one (1) semester of the school year, the District shall pay for insurance coverage, for each teacher pursuant to the provisions of Article VIII, for a six month period.
 5. Under the arrangement described in Subsection 3 above each job sharing teacher may elect under the job sharing request to have insurance coverage either from July 1st through December 31st or from January 1st through June 30th. No more than six (6) months of insurance coverage will be paid for by the District. Additional coverage is available at employee expense at the current group rate.
 6. In the case of secondary teachers in a job sharing assignment, there will be no loss of class offerings normally provided by one (1) FTE staff position. Secondary teachers who are in a job sharing assignment shall teach a total of five (5) classes to qualify for one salary if the job share is done on a semester by semester basis. Job sharing partners teaching in a .5 FTE staff position for the entire school year shall teach three (3) periods each day.
 7. Teachers in voluntary job sharing assignments shall be granted one (1) year's experience for the purposes of advancement on the salary schedule for each year in which they have signed a contract or contracts to perform full or part-time teaching service in the fiscal year following the completion of one hundred forty (140) or more school days.
 8. The preferred job share allocation is on an equal basis, with each teacher serving in a .5 FTE position or each teacher serving one semester of a school year; proposed job shares on other than noted herein are disfavored and will be approved by the District only in special circumstances.
- C.** Job sharing assignments will be determined on a year to year basis, with no implied automatic continuation. Applicants who wish to share a position must submit the request to the unit administrator and the Human Resources Director by March 1 of the year prior to the school year during which the position is shared.
- D.** The recommendation for the approval of job sharing will be made by the unit administrator. The unit administrator will consider the partners' compatibility, the consistency of classroom instruction, the best method of splitting classroom and curriculum responsibilities, the relative advantages and disadvantages of various part-time schedules, the consistency of classroom philosophy, and the structure of an adequate communication system between job sharers in regards to the instructional requirements and best interests of the school system and the pupils.
- E.** Job sharing partners will be required to attend in-service sessions and participate in parent conferences. Job sharing partners will be required to attend staff meetings unless excused by the building administrator. When excused, partners are still responsible for all information presented at staff meetings. No extra compensation shall be paid for fulfillment of these duties.
- F.** The total of positions available for job sharing in any building will not exceed (1) or ten percent (10%) of the positions assigned to that building, whichever is greater.
- G.** Upon written request to the unit administrator, teachers shall be provided written reasons for a denial of their job share requests.

- H. In the event of resignation, termination, or commencement of an unpaid leave of absence by one of the job sharing partners, the remaining partner shall return to full-time employment. Should the job share be dissolved, the partners shall be guaranteed a position of the same FTE they held before job sharing.
- I. In the event a teacher is one of only two (2) working in an identical position and the other teacher is not willing to job share, or if a teacher is the only one working in a specialized position, the Superintendent may approve the position for job sharing upon the recommendation of the unit administrator. If approved, the approval shall be contingent upon the hiring of a qualified partner prior to the last day of the current school term.

SECTION 2 Return From Job Share

Before a job position is shared it will be decided in writing by the partners and principal which of the two teachers will retain that position if the job share is dissolved. The other job share partner may utilize the voluntary transfer provisions of this Agreement or will be involuntarily transferred to a position equivalent to his/her position prior to job sharing (this clause supersedes Article III, section 3).

ARTICLE XIV MINIMUM WORKING CONDITIONS

SECTION 1 Duty Day

- A. Subject to Section 4, below, teachers shall be on duty and available at their duty station thirty (30) minutes preceding official school hours, and thirty (30) minutes following official school hours unless specifically excused by the unit administrator or unless a different schedule is mutually agreed upon at a school site. For the purposes of this section, the duty day for the full-time teacher shall be seven and one-half (7 1/2) hours inclusive of any duty-free lunch period as required by law.
- B. All teachers in a facility with four or more teachers shall be entitled to a duty-free lunch period of not less than thirty (30) consecutive minutes, during the middle of the teacher's work day.
- C. On days in which an employee works in another building other than the base building, the duty day shall include the travel time it takes an employee to travel beyond the distance which the employee would travel to commute to his/her building.

SECTION 2 Planning Time

The District shall provide instructional planning time for teachers at the full-time equivalency rate of two hundred twenty-five minutes per five (5) day work week during the student contact day. This applies to teachers working a minimum of .5 FTE. This section applies to counselors and nurses only where feasible at a school site.

SECTION 3 Availability of Documents

- A. The District will provide each teacher with the materials required by Board policy to perform their duties.
- B. Upon employment the District will provide teachers with copies of: School Calendar, NEA-Alaska Health Trust Program, Teacher Evaluation Handbook, and the Collective Bargaining Agreement.
- C. Additionally, the District will make one copy of each item listed below in the library of each school.
 - 1. Compiled school laws of Alaska
 - 2. Alaska Department of Education Regulations
 - 3. School Board policy manual
 - 4. District Administrative Regulations
 - 5. Official School Board minutes
- D. Further, the District will provide the President of the Association, upon request, one (1) copy of seniority list, Administrative Regulations, School Board Policy Manual, and official School Board minutes.

SECTION 4 Parent-Teacher Conference

- A. Teachers are required to participate in school-wide parent-teacher conferences, the District will make an effort to schedule them during the work day. In the event that this is not possible the unit administrator will work cooperatively with teachers to arrange other time or means to conduct the conferences.
- B. Teachers are required to attend the school-wide open house session unless excused by the unit administrator prior to the event.

SECTION 5 Use of Individual Planning Time

Teachers, with approval of the Building administrator, may use their preparation time for preparation either on or off the school grounds.

SECTION 6 No Smoking

To implement the School Board's "No Smoking Policy" which is based on health considerations when air is exchanged; the following criteria will be used to determine whether or not a room has an exchange of air:

- A. There is an exchange of air between a room and a building, if a door or window may be opened between the room and the building.
- B. There is an exchange of air, if the room has any return air duct.
- C. Any smoking area within a building must be approved by the Director of Operations and Maintenance.

SECTION 7 Student Discipline

- A. The administrator and the staff shall collaboratively develop and/or review building discipline procedures before the first student contact day of each school year. Copies of Board policies pertaining to student behavior will be made available to staff. Duties, responsibilities and relationships of all personnel regarding the enforcement of discipline policies shall be discussed with all staff involved with

student discipline. The procedures established shall be followed and enforced by administrators and staff.

- B.** Building procedures shall address standard methods utilized by the teacher before administrator referral (such as conferences with a student, discussions with parents/guardians and counselor referrals) as well as procedures for cases of extreme or unusual breaches of discipline including but not limited to physical assault.
- C.** The primary responsibility of teachers is to provide comprehensive educational opportunities for their students. Effective classroom management is an important component of an effective instructional program.

A teacher may exclude a student from the classroom for the class period or activity when the teacher judges the student's behavior to be disruptive to the instructional program. Such exclusions may include sending the student to the office or calling for assistance. If a teacher and the administrator concur that the learning environment has been severely disrupted by a student, that student shall only be returned to the classroom after disciplinary action has been taken in accordance with building discipline procedures which have been developed in accordance with Board Policy.

- D.** Upon request, teachers shall be provided with suggested strategies for managing student behaviors. Teachers shall be informed prior to being assigned students(s) who evidence behaviors that could present safety problems to students or staff provided the district is aware of such concerns.
- E.** Teachers will report immediately to the administrator or designee the details of all instances of assault. Incidents of verbal or physical assault of teachers shall be documented by the principal. When physical assault of a teacher has occurred, the administrator shall remove the student from the teacher's classroom unless the teacher requests otherwise. The student shall only be returned to the teacher's classroom after disciplinary action has been taken in accordance with building discipline procedures which have been developed in accordance with Board Policy.
- F.** A teacher may use reasonable and necessary physical force on a student to protect the teacher, a student(s) or others from physical injury; to obtain possession of weapons or other dangerous objects from a student; in any extraordinary case of breach of discipline, to restrain a disruptive student; or to protect property from serious harm.
- G.** Teachers may request in-service training to review applicable federal, state and local laws and District policies and procedures pertaining to student rights, teacher rights, due process and the processing of student discipline. When requested, the Association may assist in the development.

SECTION 8 Teacher Safety

The District shall provide and maintain safe and healthy working conditions for teachers. When a safety concern arises, a teacher shall report it immediately to his or her immediate supervisor. Safety meetings shall be scheduled as determined by the immediate supervisor.

The teacher or administrator has the right consistent with the law to have a parent/guardian removed or restricted from his/her classroom or workstation if the parent/guardian is assaultive either verbally or physically. Assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm) or verbal assaultive behavior (language which is abusive, intimidating or implying serious harm).

The District shall at a minimum add the following sentence to all sign-in lists: "While we appreciate and encourage your participation and presence in our schools, the District shall recommend prosecution to the fullest extent of the law any individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties."

Teachers shall be provided information on a reasonable need to know basis about students. Teachers shall be provided an opportunity to be participants in the IEP team before a special education student is placed in the classroom. A teacher may request that an IEP team meeting be convened.

The District will provide Workers Compensation benefits for injury sustained in the course and scope of employment.

Any teacher who changes students' diapers as part of their teaching duties shall have access to a sanitary changing area, to include running water, a sealed diaper pail, rubber gloves, and changing table with washable surface. Teachers who come in contact with bodily fluids shall be provided rubber gloves.

In the event of a bomb threat no teachers will be required to do more than a visual search of their assigned work area.

SECTION 9 Drug Free Schools

The District will enforce the Drug Free Schools Policy adopted by the Board.

SECTION 10 Liability

The School Board shall insure or indemnify and protect each teacher against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit, or judgment by reason of alleged negligence, alleged violation of civil rights or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside of school premises if the teacher at the time of the occurrence was acting under direction of the School Board within the course or scope of the duties of a teacher; provided the teacher has acted in good faith in the manner he/she reasonably believed to be in the best interests of the District, the teacher has provided the District with timely notice of the action, suit, or proceeding, and the teacher has cooperated fully with the District in defense of the action, suit, or proceeding.

SECTION 11 Work Space for Itinerants

The District shall identify a manager who will be responsible for working with specialists and building principals in an attempt to find adequate work space for facilities for the itinerants.

ARTICLE XV INCLUSION

A regular education teacher who is not a member of a special education student's IEP team, and who teaches the student in his/her regular education class, shall have access to the student's IEP as allowed by state and federal law. If the regular education teacher believes that he/she has been improperly denied access to all or part of the IEP the teacher may meet with the principal to seek a resolution. If no satisfactory resolution is reached, the teacher may appeal to the Superintendent or designee whose decision is final.

When a teacher believes that the number of students requiring IEP services assigned to their classroom(s) is high enough to prevent the adequate completion of teaching duties, they may meet with their principal to seek a resolution. Should a satisfactory resolution not be reached at the building level, the teacher may appeal to the Superintendent or designee. The matter shall be heard within ten days and the decision of the Superintendent is final.

ARTICLE XVI MANAGEMENT RESPONSIBILITIES

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred and vested in it by the state of Alaska and the Matanuska-Susitna Borough to govern and manage the District except as may be lawfully limited or abridged by the parties to this Agreement.

ARTICLE XVII ADDITIONAL COURSEWORK

- A.** Opportunities to teach additional courses shall be posted at least once in each school. Any teacher may submit a proposal to the Superintendent outlining a course the teacher wishes to teach outside regular school hours; i.e. after school, evenings, summers, weekends. The proposal shall outline the teacher's qualifications, and course information. The superintendent shall have complete discretion to approve or disapprove all coursework on a yearly basis and shall offer a reason in writing if a course is not approved.
- B.** Teachers who teach beyond the regular school day in accordance with this article shall be paid an amount equal to their per diem rate divided by 7.5, multiplied by the number of hours per day that the course is scheduled, and further multiplied by the number of days of such actual teaching service. There shall be no compensation for preparation time or other time spent outside of the regular class schedule, or for any time not actually spent teaching. Teachers shall be issued a contract addendum, and be paid in one lump sum at the completion of their course. Teachers shall receive appropriate TRS credit, but accrue no additional sick or personal leave.