

**Negotiated Agreement**  
**between**  
**NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT**  
**and**  
**NORTHWEST ARCTIC EDUCATION ASSOCIATION**

**July 1, 2011 – June 30, 2014**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
ARTICLE I. DEFINITIONS .....	1
ARTICLE II. RECOGNITION .....	2
ARTICLE III. MANAGEMENT RIGHTS .....	2
ARTICLE IV. TEACHER RIGHTS, PRIVILEGES, AND SAFEGUARDS.....	3
A. Nondiscrimination .....	3
B. Academic Freedom .....	3
C. Release Time from Instructional Duties.....	3
D. Classroom Privacy .....	4
E. Vandalism and Assault .....	4
F. Health Insurance .....	4
G. Life and Accidental Death and Dismemberment Insurance.....	5
H. Evaluation .....	5
I. Personnel File .....	6
J. Long-Term Disability Insurance .....	8
K. Worker's Compensation .....	9
L. Personal Freedom .....	9
M. Classroom Visitation .....	9
N. Non-Instructional Duties .....	10
O. Administrative Procedure .....	10
P. Travel Pay .....	11
Q. Emergency First Aid .....	11
R. Professional Development .....	12
ARTICLE V. ASSOCIATION PRIVILEGES .....	12
A. Use of Schools and Equipment.....	12
B. Deduction of Association Membership Dues .....	13
C. Association Leave .....	14
ARTICLE VI. TERMS OF AGREEMENT.....	15
A. Duration .....	15
B. Scope .....	15
C. Conformity to Law .....	15
D. Distribution.....	15

ARTICLE VII. NEGOTIATION PROCEDURE .....	16
A. Inauguration of Negotiations .....	16
B. Initial Negotiations Session .....	17
C. Negotiations Ground Rules .....	17
D. Impasse Resolution .....	19
E. Ratification .....	19
ARTICLE VIII. ASSIGNMENT AND NON-RETENTION/ DISMISSAL.....	20
A. Assignment .....	20
B. Non-Retention/Dismissal .....	23
ARTICLE IX. INDIVIDUAL TEACHER CONTRACTS AND CERTIFICATION .....	24
A. Individual Teacher Contracts .....	24
B. Medical Certificate .....	25
C. Teacher's Certificate .....	25
ARTICLE X. STANDARD WORK YEAR AND WORK DAY .....	27
A. Standard Work Year .....	27
B. Standard Work Week .....	27
C. Preparation Period .....	28
D. Extended or Part-Year Contracts .....	28
ARTICLE XI. LEAVES .....	29
A. General .....	29
B. Compensated Leaves .....	29
C. Non-Compensated Leaves .....	34
ARTICLE XII. SICK LEAVE BANK .....	37
ARTICLE XIII. HOUSING .....	39
A. Information .....	39
B. Assignment .....	39
C. Designation of Principal Housing .....	39
D. Consultation .....	40
E. Rents .....	40
F. Housing Allowance.....	41
G. Lease .....	41
H. Smoke Free Housing.....	41

ARTICLE XIV. REDUCTION IN FORCE .....	41
ARTICLE XV. LESSON PLANS .....	41
ARTICLE XVI. SHOWER/LAUNDRY .....	42
ARTICLE XVII. GRIEVANCE PROCEDURE .....	42
A. Definitions .....	42
B. Purpose .....	43
C. General Provisions .....	43
D. Procedure .....	47
ARTICLE XVIII. SALARY .....	52
A. 2011-2012 Salary Schedule .....	52
B. 2012-2013 Salary Schedule .....	53
C. 2013-2014 Salary Schedule .....	54
D. Column Placement .....	55
E. Step Placement .....	57
F. Documentation .....	57
G. Payment of Salary .....	59
H. Added Duty .....	60
ARTICLE XIX. AICOHOL AND DRUG TESTING .....	64
A. Prohibited Substances .....	64
B. Testing Requirements .....	64
C. Testing Methods and Collection Procedures .....	66
D. Teacher Rights .....	71
E. Refusal to be Tested .....	72
F. Disciplinary Action .....	72
G. Confidentiality .....	72
H. Definitions .....	73

## ARTICLE I. DEFINITIONS

- A. District: shall mean the Northwest Arctic Borough School District.
- B. Board: shall mean the duly constituted governing Board of the District
- C. Superintendent: shall mean the Superintendent of the District or the Superintendent's designee.
- D. Association: shall mean the duly recognized bargaining agent for the District's teachers.
- E. Association President: shall mean the President of the Association or the President's designee.
- F. Teacher: shall mean any District employee who occupies a position for which a valid Alaska Teaching Certificate is required (i.e., classroom teachers, counselors, and librarians). Specifically excluded from the definition of teacher are the Superintendent and associate or assistant superintendent(s), district office staff, certificated substitute teachers who work less than twenty (20) consecutive working days and administrators who have elected to remove themselves from the teachers' bargaining unit pursuant to AS 14.20.550.
- G. Agreement: shall mean this Negotiated Agreement.
- H. Day: shall mean a calendar day except as may otherwise be specified in this Agreement.
- I. Delivery: shall mean hand delivery, email, or the postmark mailing date of registered or certified mail.
- J. Receipt: shall mean the date of receipt of hand delivered, email, or registered or certified mail.

- K. Grievance: See Article XV, Grievance Procedure.
- L. Grievant: See Article XV, Grievance Procedure.
- M. Seniority: Seniority shall be based on the following criteria in the following order:
  - 1. The teacher's first contract day of continuous employment (including predecessor systems);
  - 2. The number of years of Alaska teaching experience;
  - 3. The number of years of out-of-State teaching experience;
  - 4. If after using these criteria teachers have the same seniority, seniority shall be established by lot.

## ARTICLE II. RECOGNITION

The Board recognizes the Northwest Arctic Education Association as the exclusive agent of the District's teachers for the purpose of bargaining in good faith on matters pertaining to employment and the fulfillment of professional duties. Maintenance of the Association's bargaining status shall be subject to applicable Alaska statutes.

## ARTICLE III. MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred and vested in it by the State of Alaska to govern and manage the District except as may be expressly and specifically limited or abridged by this Agreement.

## ARTICLE IV. TEACHER RIGHTS, PRIVILEGES, AND SAFEGUARDS

### A. Nondiscrimination

The Board shall not illegally discriminate against the teacher in any manner prohibited by law or on the basis of affiliation with the Association.

### B. Academic Freedom

It is the intent of both parties to assure that the teacher enjoys academic freedom. The teacher shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study, which are presented in a scholarly and objective manner, with due consideration being given to the level taught. Such discussion may include the presenting and interpreting of facts and ideas concerning man, human society, and the physical and biological world.

It is recognized that academic freedom is subject to such parameters as established by law, regulations, the accepted standards of professional responsibility, the Code of Ethics of the Professional Teaching Practices Commission, and the legal right of the Board to determine the curriculum and to determine prospectively what shall and shall not be taught to the students of the District.

### C. Release Time from Instructional Duties

The teacher may apply for a release from regular instructional duties for the purpose of developing curriculum or pursuing related professional activities. Such application shall require the endorsement of the immediate supervisor and may be supported by a recommendation from the Association.

D. Classroom Privacy

1. No District personnel shall use electronic devices to observe, listen to, or record classroom activity unless the teacher receives twenty-four (24) hours prior notice that states the purpose of the observation, listening, or recording and when the observation, listening, or recording shall occur. The teacher shall be provided a copy of any recording, photo, or videotape upon request.
2. Electronic devices shall not be used to observe, listen to, or record the formal observations, which are part of the required evaluations (1 for tenured teacher, 2 for non-tenured teachers), without the consent of the teacher. Follow-up observations and/or evaluations are covered by paragraph 1 above.

E. Vandalism and Assault

Any employment-related vandalism or assault upon the teacher shall promptly be reported to the Site Administrator and Superintendent by the teacher. The Site Administrator or Superintendent shall take such reasonable action as may be appropriate, and inform the teacher of the action taken. It shall be the responsibility of the teacher, if he/she chooses, to report the incident to law enforcement.

F. Health Insurance

The Board shall provide, at a premium cost to the teacher of \$1080 per year in FY12, FY13, and FY14, payable through payroll deductions and subject to rebate as set forth below, health insurance coverage for the teacher and the



teacher's spouse and eligible dependents comparable to the coverage provided during the 2007-2008 school year including the Health Care Review Service. However, the District shall negotiate a steorage preferred provider/network plan for hospitalization (inpatient and/or outpatient). The penalty co-payment shall be 20 percent. A teacher who chooses not to pay the yearly premium cost shall waive the Board provided health insurance coverage, including such coverage as a spouse or dependent. Said premiums shall be eligible for the District's Section 125 plan. Coverage shall begin on the first day of the month coinciding with, or following, the teacher's first day of work for the District. Coverage shall terminate on the last day of the month coinciding with, or following, the teacher's last day of work for the District; except the teacher who fulfills a contract of not less than one hundred (100) working days through the end of the standard work year shall be covered through August 31 of that year.

G. Life and Accidental Death and Dismemberment Insurance

The Board shall provide, at no premium cost to the teacher, life and accidental death and dismemberment insurance coverage for the teacher, each in the amount of \$50,000. The coverage effective period shall run concurrently with the health insurance coverage as provided in Section F above.

H. Evaluation

The teacher shall be evaluated in accordance with the procedures and instruments adopted by the Board in accordance with AS 14.20.149. Any amendments to the evaluation procedures and/or instruments shall occur in accordance with applicable regulations of the Alaska Department of Education.

The District shall meet and confer with the Association prior to the implementation of any such amendments.

The teacher shall be evaluated at least once on or before the date(s) as indicated below and at other times as may be deemed appropriate by the District:

- Non-tenured teacher -- December 1 and April 1 (except that in the event that the teacher enters on duty within thirty (30) days prior to either date, the deadline for evaluation shall be extended to the first day of the following month).
- Tenured teacher -- March 1.

Upon the request of the teacher new to the District made prior to October 1 or at the initiation of the supervisor, the teacher shall be afforded an informal evaluation utilizing the forms and procedures prescribed for formal evaluations. Data from the informal evaluation may not be used by the District or the teacher in any disciplinary action.

Unless mutually agreed otherwise by both the teacher and the Board or its designee, no portion of the teacher's evaluation may be made public, except as evidence in a proceeding relative to the teacher's certification or employment, or as otherwise allowed or required by a court of law.

I. Personnel Files

1. Open Files

All material placed in the teacher's official Personnel File shall be the property of the District, but the file, except for pre-employment materials, shall be available for the teacher's inspection upon request during regular

office hours. Upon request, the teacher shall be provided one (1) copy of the teacher's file material, except as provided above. Additional copies shall be provided to the teacher upon request for twenty-five (\$0.25) cents per sheet. No material in the teacher's file shall be removed without the written consent of the Superintendent and the teacher.

2. A teacher shall be sent a copy of all materials placed in his/her file at the time of its insertion in the file.

3. Confidentiality

No person shall be granted access to confidential materials in the teacher's file except for the teacher's supervisor(s), the Superintendent or the Superintendent's designee, and the Board. Upon the express prior written permission of the teacher, the teacher's designee shall be granted access to the teacher's official Personnel File in the same manner and to the same extent as provided in Section 1 above.

4. Derogatory Material

Any material placed in the teacher's file, which is derogatory to the teacher, shall be filed with proof that the teacher has had an opportunity to read and to receive a copy of the material. The teacher shall have the right to file a written rebuttal (at any time) with any derogatory material placed in the teacher's Personnel File.

5. Permanent File

No personnel file other than the permanent Personnel File may be maintained except as provided in paragraph 6 of this section.

6. Unofficial Site Files

The local school administrator may maintain an unofficial personnel file subject to the following provisions:

- a. The site file may contain, but shall not necessarily be limited to, a copy of the teacher's transcripts and verification of service forms;
- b. The material in the site file shall be subject to the provisions of paragraphs 1 through 4 above;
- c. The site file shall be destroyed upon the termination of the teacher's assignment at the site or shall be included in the official Personnel File subject to the provisions of paragraphs 1 through 4 above; and
- d. The teacher shall not be subjected to non-retention or dismissal on the basis of materials in the site file unless said materials are to become part of the official Personnel File.

J. Long-Term Disability Insurance

The Board shall provide, at no premium cost to the teacher, long-term disability insurance coverage that shall provide benefits related to the teacher's disability upon the depletion of the teacher's accrued sick leave, accrued personal leave, and any Sick Leave Bank entitlement or after ninety (90) days from the inception of the disability, whichever is later. The maximum benefit under the insurance plan shall provide income to the teacher at a rate that is sixty-six percent (66%) of the teacher's salary pursuant to the Salary Schedule at the time of the inception of the disability, not to exceed an income benefit rate of \$3,000.00 per month. The benefits to be provided under the plan shall be

payable until the teacher is no longer disabled or until the teacher reaches the age sixty-five (65), whichever is earlier. Coverage under the long-term disability insurance plan shall become effective on the first day of the month coinciding with or following the teacher's first day of work under this Agreement and shall remain in effect until the last day of the month coinciding with or following the teacher's last day of work under this Agreement, unless the teacher has already become disabled pursuant to the plan at the time coverage would otherwise have ceased. The specific terms and conditions of the plan, including the coordination of benefits with other disability income plans, shall be subject to the terms and conditions of the insurance policy between the District and the insurance carrier.

K. Workers' Compensation

The Board shall provide Workers' Compensation insurance for the teacher as required by law.

L. Personal Freedom

The Board recognizes and affirms the teacher's rights of citizenship and personal life outside the classroom unless the teacher's conduct is grounds for suspension, non-retention, dismissal, or other personnel action under the laws of the State. The Board recognizes the right of the teacher to comment and criticize as provided in AS 14.20.095.

M. Classroom Visitation

The local administrator shall notify the teacher of the purpose of any classroom visit by persons other than the Board, the Superintendent, or administrative personnel. Such notification shall occur in advance of or

concurrent with the classroom visit. Classroom visitations, that are clearly disruptive to the educational process, shall promptly be reported by the teacher to the local administrator for appropriate action.

N. Non-Instructional Duties

The teacher shall not be required to operate a vehicle to transport students. The teacher shall not be required to perform custodial or maintenance duties beyond those traditionally assumed by teachers.

O. Administrative Procedure

The teacher shall not be formally disciplined without reasonable cause or in a manner that violates the teacher's constitutional due process rights, nor shall the teacher be disciplined in a manner that results in a loss of pay without just cause. A supervisor shall not discipline, reprimand, or counsel the teacher in the presence of staff or students unless an immediate and compelling situation threatens the welfare or safety of students or staff.

The teacher shall be entitled, except in the case of evaluation conferences, to have a representative of the association present during any disciplinary interview, including the investigation of a parental complaint when the parent is present, which is likely to result in a written reprimand, loss of pay, non-retention, or dismissal. The teacher shall be given prior written notice, which may be through e-mail (return-read-receipt), of his/her right to have a representative of the association present pursuant to Article IV, paragraph O. of the Negotiated Agreement. The teacher shall, upon request, be entitled to a follow-up conference after the post-evaluation conference has been completed to

review items discussed in the post-evaluation conference. The teacher shall be entitled to have a representative of the association present during the follow-up conference. In addition, the teacher shall be entitled to have a representative of the association present during any post-evaluation conference scheduled to discuss an evaluation document that contains a recommendation for non-retention or dismissal. It shall be the responsibility of the teacher to arrange for the presence of the representative of the association at such reasonable time and place for the interview, as the supervisor shall determine. Except in extraordinary situations, the teacher shall be afforded not less than four (4) hours prior notice of the interview. However, the teacher may agree to have the interview take place at an earlier time.

P. Travel Pay

While on travel status on approved District business, the teacher shall be reimbursed for reasonable and necessary out-of-pocket expenses, paid standard District travel and per diem, or reimbursed by such alternate means as may be mutually agreeable.

Q. Emergency First Aid

The Board shall insure or indemnify the teacher as regards legal action against the teacher arising from the rendering of emergency first aid while on duty in accordance with AS 14.12.115.

R. Professional Development

Approved professional development opportunities shall be electronically posted in a timely manner. The posting shall include a content description, the District contact person, and the contact timeline.

ARTICLE V. ASSOCIATION PRIVILEGES

A. Use of Schools and Equipment

The Association shall be permitted to meet in District schools and to use certain school office equipment, including, but not necessarily limited to, typewriters, computers and duplicating machines, at reasonable times and when such schools and/or equipment are not otherwise needed for District purposes. The Association shall furnish its own paper for typing or duplicating. Association meetings held in District schools shall be subject to prior written notice to the local administrator. (Teachers shall not be permitted to attend Association meetings during their regular working hours. However, upon prior notice to the local administrators, teachers may attend one (1) Association meeting per month that may begin ten (10) minutes after the last student dismissal time of the school day so long as said meeting does not interfere with previously scheduled school activities.) The Association shall be permitted to post notices, limited to notices of meetings and elections, newsletters, and/or other non-inflammatory material in places designated by the District for such purposes in school facilities. The Association may have the right to use the interschool mail system where applicable; however, the District shall not be liable for any loss, damage, or delay



related to the interschool mail system. It shall be the responsibility of the Association to provide its heading on all communications, which it distributes. Further, it shall be the responsibility of the Association to send its communications to a designated individual in each unit.

B. Deduction of Association Membership Dues

1. The Board shall deduct annual Association dues in equal monthly installments from the pay of the teacher who has authorized such a deduction. A signed Association membership form which authorizes said deduction shall be utilized for this purpose.
2. Upon submission of a payroll deduction authorization form, payroll deductions shall commence with the October payroll, or, if the form is submitted after October 15, the next monthly payroll. These deductions, as may be revised annually pursuant to paragraph 3 below, shall continue from year to year without further authorization, except that the teacher may revoke the authorization as of the beginning of any school year by giving written notice of revocation to the District Office by September 30 of that year. If employment is terminated for any reason, excepting death or leave of absence due to illness, any amounts still owing under the authorization shall be deducted from the teacher's final pay. By September 10 of each year, the Association shall provide continuing members with a written notice of their right to discontinue membership and to revoke their deduction authorization.

3. The Association President shall inform the District in writing, by September 30 of each year, of any changes in the annual Association dues rate.
4. The District shall forward all dues collected, along with a list of members and the amounts of their respective deductions, to the Association President on a monthly basis.

C. Association Leave

Thirty-Five (35) days of non-accumulative compensated leave shall be available each school year for teachers to participate in Association activities. However, five (5) of those days may be accumulated each year to be used for negotiations sessions for teachers (in addition to the two teachers allowed) per Article VII.C.7. The use of such leave shall be subject to not less than two (2) working days prior notice from the Association President to the Superintendent. Association leave shall be subject to the same restrictions as apply to personal leave as provided in Article XI, B, 4, with respect to the number of teachers on Association leave per school.

In addition, the Association shall be granted up to twelve (12) days of compensated leave for the teacher who serves on the NEA-Alaska Board. The Association shall reimburse the District for the cost of a substitute. Said leave shall not be subject to the above restrictions except for the required notice to the Superintendent.

## ARTICLE VI. TERMS OF AGREEMENT

### A. Duration

Except as otherwise noted, this Agreement shall become effective July 1, 2011 and shall remain in full force and effect through June 30, 2014.

### B. Scope

The parties agree that the terms and conditions of this Agreement constitute the entire agreement between the Board and the teachers and Association. This Agreement may be amended only through written instruments mutually agreed upon by the Board and Association and duly executed by the authorized representatives of the parties.

### C. Conformity to Law

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of such provision is restrained by such court, said provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. Within ten (10) days of such finding of nonconformity, the Board and the Association shall meet to negotiate a replacement for the nonconforming provision, and only that provision. Said negotiations shall take place in accordance with the applicable provisions of Article VII, Negotiations Procedure.

### D. Distribution

Upon ratification by both the Association and the Board, the Board shall have this Agreement printed. The Board shall provide the Association with a copy of this Agreement and shall provide each teacher with a copy along with the first

individual contract offered the teacher that is covered by this Agreement. Additional copies of the Agreement shall be provided to teachers and to the Association upon request for cost.

## ARTICLE VII. NEGOTIATIONS PROCEDURE

### A. Inauguration of Negotiations

Either the Board or the Association may inaugurate negotiations for a successor Agreement by delivery of a written notice to the other on January 31<sup>st</sup> of the last calendar year of the Agreement as provided in Article VI, A, Duration. If January 31 falls on a weekend or holiday, the notice date will be the following Monday. Such notice shall be from the Superintendent to the Association President or from the Association President to the Superintendent.

On the eleventh working day following any such notice, there shall be a mutual exchange of complete negotiation packages. In addition to specific proposals for the salary schedule, health insurance, and housing rents, a package may not contain proposals on more than ten (10) additional topics. Topics are individual, standalone subjects or procedural issues. As examples, under the Leaves article, court, sick, personal, professional/administrative, and president's leaves are each a topic. Under the Housing article, assignment, lease, designation of principal housing are each a topic. Under the Assignment and Non-Retention/Dismissal article, posting, transfer rights, definition of vacancy, disputes, are each separate topics. Housekeeping/Editorial and duration are not included within the ten (10) topic limit. If neither party

inaugurates negotiations on January 31, the Agreement shall remain in full force and effect for one (1) year from the date upon which it was otherwise scheduled to expire.

B. Initial Negotiations Session

1. Not later than twenty (20) workdays following the mutual exchange of negotiation packages, the initial negotiations session shall be held.
2. At the initial negotiations session, the negotiations teams shall mutually agree upon revisions, if any, in the Negotiations Ground Rules.
3. At the initial negotiations session, the negotiations teams shall sign tentative agreement on all items not in dispute, if any, and shall conduct such other business as shall be mutually agreed upon.

C. Negotiations Ground Rules

1. All negotiations shall occur in open session unless otherwise mutually agreed upon.
2. Each negotiations team shall be limited to not more than five (5) persons, including consultants, in attendance at negotiations sessions at any one time.
3. At negotiations sessions, no video recording shall be permitted. If either side opts to make an electronic recording or a verbatim transcription of the session, it shall make such transcription or recording available to the other side. Half the expense of producing the recording or transcription may be charged for providing a copy.

4. During the course of negotiations sessions, any items tentatively agreed upon shall be written and shall be signed and dated by the spokesperson for each negotiations team.
5. Alterations of the negotiations schedule, if any, shall be mutually agreed upon by the negotiations teams.
6. Each negotiations team, upon written request, shall promptly make available to the other specific items of public information in their possession pertinent to the negotiations process. The first one hundred (100) sheets of material shall be provided at no charge; thereafter the requesting party shall pay twenty-five (\$0.25) cents per sheet. Documents routinely reproduced in multiple copies, of which extra copies are available, shall be provided at no cost and shall not count towards the one hundred (100) free copies.
7. Negotiations sessions shall normally take place during but not limited to, normal working hours. The Board shall grant compensated negotiations leave to two (2) teachers for attendance at negotiations sessions (plus necessary travel time) for the duration of negotiations. The Association shall be entitled to thirty (30) additional days of negotiations leave for reimbursement of substitute teachers' salaries. The Superintendent shall be notified not less than one (1) working day in advance as to which teacher(s) shall be on leave.
8. Either negotiations team may call for a caucus at any time during negotiations sessions.

D. Impasse Resolution

1. If after negotiating all proposed items in good faith to a point that further progress appears unlikely, either negotiations team shall have the option to declare an impasse.
2. Upon the declaration of impasse, the negotiations teams shall exchange their latest written proposals regarding all items upon which tentative agreement has not been reached. These items, and only these items, shall be the subject of the Impasse Resolution process.
3. Impasse resolution shall proceed according to applicable Alaskan statutes.

E. Ratification

1. Upon the reaching of final agreement by the negotiations teams regarding all items negotiated, the Agreement shall be written and signed and dated by the spokesperson of each negotiations team. Each negotiations team shall promptly submit the Agreement to the bodies that they represent respectively with the recommendation that the Agreement be ratified.
2. The Board shall place the ratification of the Agreement on the agenda of their next regular meeting after the Agreement shall have been ratified by the Association. The Agreement shall be fully ratified upon the affirmative vote of a majority of the Board and shall become effective upon the date as provided in the Duration clause. Upon full ratification, the Agreement shall be signed by both the Board President and the Association President.

## ARTICLE VIII. ASSIGNMENT AND NON-RETENTION/DISMISSAL

### A. Assignment

#### 1. General

The Superintendent shall assign/reassign the teacher's duties and/or location (i.e., community) so that said assignment/reassignment is calculated to enhance the achievement of the goals and objectives of the District and/or to promote the welfare of the District's students.

#### 2. Voluntary Reassignment

##### a. Posting

The District shall post notices of vacant (including new) teacher positions for the upcoming school year in each school while school is in session. Notices of vacancies that occur during the summer months shall be mailed to the teacher who has submitted a written request along with a summer mailing address. Notices shall include relevant information regarding grade level and/or subject areas contemplated for the position.

##### b. Transfer Rights

The Superintendent shall give due consideration to written teacher requests for reassignment to vacant positions, utilizing criteria including, but not limited to: teacher qualifications (including certificate endorsement, experience, and education), relative impact on the sending and receiving schools, and seniority with the



District (including predecessor systems). In the event of a denial of the teacher's request for reassignment to specific duties and/or location, the teacher shall be given written reasons for the denial.

c. Definition of Vacancy

If a position becomes open at a site due to resignation, non-retention, termination of employment, leave of absence, reassignment to another position in the District, or because of the creation of a new position at the site, teachers assigned to the site shall be reassigned as allowed by this Article. Upon completion of those reassignments, the remaining open position shall be considered the vacancy for which other teachers may request voluntary transfers.

3. Involuntary Reassignment

Upon prior consultation with the teacher and written notice as to the reason(s) for the reassignment, the Superintendent may involuntarily reassign the teacher's duties and/or location. In the event that the teacher is reassigned to substantially different duties during the school year, the teacher, upon request, shall be granted up to five (5) days of administrative leave to prepare for the new assignment, and the supervisor shall take the reassignment into consideration when conducting the teacher's performance evaluations.

Whenever practicable, notice shall be delivered by the last day of the school year for a reassignment of location that is to become effective

the beginning of the next school year or thirty (30) days in advance for a reassignment that is to become effective during the school year. No teaching couple shall be involuntarily assigned or reassigned to different locations. The criteria to be utilized in making involuntary reassignment of location decisions shall include, but not be limited to, program need, teacher qualifications (including certificate endorsement, experience, and education), impact on the sending and receiving schools, and seniority with the District (including predecessor systems). In the event of reassignment as to location during the school year, the teacher, upon request, shall be granted up to ten (10) days of administrative leave in which to put personal affairs in order and to move. Moving expenses shall be paid in accordance with AS 14.20.148.

If the teacher does not wish to accept an involuntary reassignment of location, the teacher shall be granted, upon request, a non-compensated leave of absence to the end of the school year during which the reassignment was to take effect. Upon return to the District, the teacher shall be subject to assignment to any location or duties for which qualified. Such assignment shall not be considered an involuntary reassignment.

#### 4. Disputes

Upon the claim that an assignment or reassignment of duties and/or location or the denial of a reassignment request has been made contrary to the procedures as provided in this Article, or for arbitrary,

capricious or disciplinary reasons, the teacher may prosecute a grievance under the Grievance Procedure as provided in this Agreement.

B. Non-Retention/Dismissal

Non-retention and dismissal shall be subject to the following provisions:

1. Non-retention

- a. Notice of non-retention of the non-tenured teacher shall be in accordance with AS 14.20.140(b);
- b. Notice of non-retention of the tenured teacher shall be in accordance with AS 14.20.140(a);
- c. The certificated substitute teacher who works more than nineteen (19) consecutive days but not for the full school year shall have no right to notice of non-retention or to the non-retention procedures as provided in this section;
- d. The non-retention procedure for the non-tenured teacher shall be in accordance with AS 14.20.175(a) and Board Policy 4540; and
- e. The tenured teacher may be non-retained for the following school year for cause as defined in AS 14.20.175(b), however, the procedure for non-retaining a tenured teacher shall be in accordance with AS 14.20.180 and Board Policy 4540.

2. Dismissal

- a. Dismissal of the teacher, including the teacher who has acquired tenure rights, may occur at any time for cause as defined in AS 14.20.170(a); and

- b. The procedure for dismissal shall be in accordance with AS 14.20.180 and Board Policy.

Disputes related to this section shall not be eligible for adjudication under the Grievance Procedure.

## ARTICLE IX. INDIVIDUAL TEACHER CONTRACTS AND CERTIFICATION

### A. Individual Teacher Contracts

Individual teacher contracts shall be issued in accordance with AS 14.20.130 and 4 AAC 18.010. Individual teacher contracts for tenured teachers, with the exception of tenured teachers being dismissed or non-retained, shall be mailed or delivered within a thirty (30) day time period.

Should the individual teacher contract be arbitrarily terminated by the teacher as provided in 4 AAC 18.010(d), the teacher shall be deemed to have breached the contract and to have resigned with prejudice. The teacher shall pay to the District an amount equal to five (5) working days salary as provided under the breached contract. Such amount may be deducted by the Superintendent from any compensation otherwise owed to the teacher from the District for services performed prior to the effective date of the resignation. In addition, upon the arbitrary termination of the individual teacher contract by the teacher, the Board may recommend to the Alaska Department of Education that the teacher's certificate be revoked in accordance with 4 AAC 18.010(d).

In the event that the District fails to fulfill its obligations to provide the prospective or involuntarily transferred teacher with housing information and

assistance as required under AS 14.08.111(10) or in Article XIII, Housing, or in the event that the District fails to provide reasonable assistance in the case of a threatened or actual assault against the teacher's person, family, or property; the teacher's decision to terminate the contract shall not be considered arbitrary.

The individual teacher contract shall include the following provision:

"In addition to the provisions set forth herein, the teacher and the District agree that the terms, conditions, and obligations contained in the Negotiated Agreement between the District and the Association are embodied in their entirety in this contract."

B. Medical Certificate

The teacher, prior to entrance on duty, shall file with the District a current valid medical certificate and thereafter as may be required by the District or by the Alaska Department of Education. The District shall reimburse the teacher for the reasonable and necessary costs of obtaining a District-required medical certificate that exceeds the requirements of a routine physical examination and those established by the Alaska Department of Education. Failure to provide the medical certificate as required above within thirty (30) working days of written notice of its expiration shall subject the teacher to immediate dismissal without liability to the District.

C. Teacher's Certificate

A person may not be employed as a teacher in the Northwest Arctic Borough School District unless that person possesses a valid Alaska teacher's certificate, except that a person who has made application to the Department of

Education for an Alaska teacher's certificate or renewal of an Alaska teacher's certificate which has not been acted upon by the Department of Education may be employed as a teacher in the Northwest Arctic Borough School District until the Department of Education has taken action on the application. However, in no case may employment of that person with the Northwest Arctic Borough School District without a certificate last longer than three (3) months. In the event the person does not obtain the certificate within the three-month period, any contract between the Northwest Arctic Borough School District and that person shall be null and void.

However, in the event that the teacher's Alaska Teacher's Certificate lapses after the date of initial appointment, the teacher shall be placed on substitute teacher status for a period not to exceed nineteen (19) working days. (During said period, the teacher shall not be entitled to the benefits of this Agreement.) Should the Certificate be renewed within the nineteen (19) day period, the teacher shall be reinstated as of the date of renewal. In the event of reinstatement, the period during which the teacher was on substitute status shall not be considered a break in service for the purpose of leave accrual, seniority, or tenure benefits as may be provided under this Agreement. Should the Certificate not be renewed within the nineteen (19) day period as provided above, or should the Alaska Department of Education determine prior to the end of the nineteen (19) day period that the Certificate will not be renewed, the teacher shall be subject to immediate dismissal.

## ARTICLE X. STANDARD WORK YEAR AND WORK DAY

### A. Standard Work Year

The standard work year for the teacher shall be one hundred ninety (190) days composed of at least one hundred eighty (180) days in session, school holidays as provided by law, and non-student days, all of which shall be served in accordance with Board-approved school calendars. The Superintendent shall have the option of increasing the standard work year up to 193 days, at cost. Any deviation from the standard work year shall be noted on the teacher's individual contract, or on a contract addendum, and shall be mutually agreed upon in writing by the Superintendent and the teacher.

### B. Standard Work Week

The standard workweek for the classroom teacher shall be thirty-five (35) hours exclusive of a daily thirty (30) minute to one (1) hour duty-free lunch. However, the classroom teacher may be required to participate in such activities as staff and committee meetings and student, parent, or administrative conferences that extend the standard workweek. Any such mandatory extension of the workweek shall be a total of no more than one hour. Whenever possible, the teacher shall be afforded three days prior notice. Any mutually agreed upon deviations in the standard workweek, except as provided above, shall require the express prior written approval of the Superintendent. In the event of a non-standard workweek, the additional day shall be no more than seven (7) hours exclusive of a thirty (30) minute to one (1) hour duty free lunch.

C. Preparation Period

The teacher directly involved in classroom instruction shall be provided not less than the equivalent of two hundred fifty (250) minutes of preparation time in uninterrupted segments of not less than twenty-five (25) minutes during the standard workweek. The intent of this provision is that said preparation time shall be available for use at the teacher's discretion for preparation activities related to the regular job assignment. The teacher shall not normally be assigned to other duties; however, the District reserves the right to direct the activities of the teacher during preparation periods from time-to-time for compelling reasons affecting the immediate welfare of students or for emergencies affecting the operation of the school.

In addition, at the principal's discretion, the teacher may use time during which the class is receiving instruction from specialists for preparation; otherwise the teacher may be assigned to participation in the class or other duties that would be beneficial to the educational goals of the District.

D. Extended or Part-Year Contracts

Extended or part-year contracts shall provide for a compensation rate pursuant to the Salary Schedule. In the event that the teacher and the Superintendent agree upon the teacher's participation in a workshop, conference, or other activity not covered under the standard work year as provided above, a formal contract extension shall be executed. Notwithstanding the provisions of this section, the teacher may volunteer to work additional days without compensation or for such compensation as the teacher and the Superintendent



shall agree upon in writing. The District agrees not to pressure the teacher unduly to volunteer for additional days nor to penalize the teacher in any way for declining to volunteer.

## ARTICLE XI. LEAVES

### A. General

Except as may otherwise be provided in this Article, leave for teachers shall be in accordance with Board policy, state law, and the regulations of the Alaska Department of Education. Except as may otherwise be provided herein, leave shall be applied for in advance on forms supplied by the District. Immediately upon return to duty after a leave, the teacher shall complete and sign a leave report on the form supplied by the District. A false statement regarding leave or the fraudulent use of leave shall subject the teacher to liability for such disciplinary actions as may be allowed under law and this Agreement.

For the purpose of this Article, "day" shall mean a working day.

### B. Compensated Leaves

#### 1. Court

Leave shall be granted to the teacher who is obliged to be present in court, under an order of any court of competent jurisdiction, either as a witness or juror, but not as a plaintiff or defendant. The teacher shall promptly remit to the District any compensation received for court attendance while on court leave.

2. Sick

- a. Except as otherwise may be provided in this Article, the teacher shall be entitled to accrue and use sick leave as provided in the regulations of the Alaska Department of Education, 4 AAC 15.040. At the beginning of the work year, the teacher shall be pre-credited with the sick leave days anticipated to be accrued during the year. The value of pre-credited days in excess of accrual shall be deducted from the teacher's final paycheck upon termination. The teacher shall be responsible for notifying the immediate supervisor as far in advance of the use of sick leave as possible. A statement by an attending physician or health aide may be required for sick leave, at the discretion of the immediate supervisor or Superintendent.
- b. Sick leave may be used when the teacher is required to be absent from work due to illness, injury, or other temporary disability (including maternity-related disability) and for necessary medical, dental, audio, vision, and psychiatric examinations that cannot be scheduled outside of regular working hours. Necessary travel time to and from the nearest appropriate medical treatment relative to the above shall be chargeable to sick leave. Elective medical treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the teacher shall not be eligible for sick leave.

- c. Each school year, the teacher shall be granted up to seven (7) days, plus necessary travel time, of sick leave (and personal leave), for:
  - (1) Death within the teacher's family. The family shall be limited to the teacher's spouse, significant other residing with the teacher, child, legal ward, brother, sister, parent, grandchild, grandparent, aunt, uncle, child-in-law, brother/sister in-laws, and parent-in-law; and for
  - (2) Illness, injury, or other temporary disability (including maternity-related disability) and for necessary medical, dental, audio, vision, and psychiatric examinations of a member of the teacher's family, as defined in (1) above, a statement by the attending physician regarding the illness or injury may be required by the District.

3. Temporary Military

The teacher who is a member of a reserve component of the U.S. Armed Forces or of the National Guard shall be granted temporary military leave on all days during which the teacher is ordered to training duty, as distinguished from active duty, with troops, or at field exercises, or for instruction. Temporary military leave may not exceed sixteen and one-half (16-1/2) working days in any one calendar year. Temporary military leave shall be granted only upon the written request of the appropriate military authority stating the reasons why the service cannot be fulfilled outside of

normal workdays. A copy of the request and the military orders shall be filed with the Superintendent prior to the commencement of leave. The teacher shall promptly remit to the District any salary received from the military for the leave period, or the teacher may elect to retain the salary received from the military and be on non-compensated leave status with the District.

4. Personal

Compensated personal leave shall accrue at the rate of one (1) day for each fifty (50) days of actual service during the school year, not to exceed three (3) days per year, and shall be accumulative from year to year not to exceed ten (10) days. Personal leave shall be available for the purpose of attending to personal business that cannot reasonably be conducted outside of regular working hours. Except by the express prior written approval of the Superintendent, personal leave shall not be available on the first or last working day of the school year or on the working day immediately before or after a holiday or vacation, during State or District required assessment testing, or during staff in-service days. Except with the prior approval of the Superintendent, not more than two (2) teachers at a school with up to twenty-six (26) teachers, or three (3) teachers at a school with twenty-seven (27) or more teachers, shall be granted personal leave on any given day.

Personal leave shall be available to the teacher in anticipation of accrual; however, if by the end of the school year such leave exceeds the

amount actually accrued, the teacher's final paycheck shall be reduced accordingly. Upon written request to the District, not less than thirty (30) days in advance of the final pay day of the school year, the teacher may cash in any unused personal leave at the teacher's current daily rate of pay. The teacher who has accumulated more than seven (7) days of personal leave at the conclusion of the work year shall have the excess days automatically cashed in at the daily rate on or before June 30.

Notwithstanding the provisions of this section, the teacher shall be entitled to utilize personal leave in the event that the teacher is unable to get to the job location due to adverse weather or other unforeseeable circumstances beyond the reasonable control of the teacher. In such event the teacher may, upon request and with the approval of the Superintendent, be assigned duties at the work site where the teacher is stranded in lieu of using personal leave. Such approval shall automatically be granted when there is a bona fide need for a substitute teacher and a substitute has not already been asked to report to work.

5. Professional/Administrative

Upon request, the teacher may be granted professional/administrative leave for participation in workshops, conferences, or other activities, as may be approved in writing by the Superintendent.

6. Compensated Leave Rights

A compensated leave shall not constitute a break in service in any manner.

C. Non-Compensated Leaves

1. Personal Development and Sabbatical

Upon written request by the tenured teacher stating the time period and reason for the leave, a leave of absence without pay may be granted for the purpose of study, travel, or working in a professionally related field (or a Sabbatical leave with or without pay may be granted pursuant to AS 14.20.280-.340). A sabbatical, whether with or without pay, shall be treated as a year of service for salary purposes. The teacher shall be advised in writing as to the disposition of the leave request (including the reason for any disapproval) within sixty (60) days of receipt of the request by the Superintendent. The sixty (60) day period will not begin to run until November 1, in the event a leave request is submitted by a teacher prior to that date. A leave of absence without pay for one (1) year of study shall be treated as a year of service for salary purposes, provided that during the leave period at least twenty-two (22) semester hours (or equivalent) of college credit have been earned (the Superintendent may allow a fewer number of credits if the work completed constituted a "full load" according to the granting institution). Upon request, leave shall be granted to not more than three (3) teachers. At the teacher's request, personal development leave shall be recorded as Sabbatical leave for retirement purposes, if the teacher agrees to reimburse, on a monthly basis, the District's contribution to the Teacher's Retirement System.

2. Medical

The teacher shall be granted a leave of absence without pay beyond accumulated sick leave, personal leave, and any Sick Leave Bank entitlement for reasons of personal illness or injury up to one (1) full school year beyond the end of the school year during which the exhaustion of compensated leave occurs. The teacher may return from leave at any time, determined by the teacher, provided the duration of the leave is certain at the time of the leave application. If the duration of the leave is indefinite at the time of leave application, and the teacher wishes to return at a time other than the start of the school year, written approval of the Superintendent must be obtained.

3. Personal

a. Short Term

Upon written request to the Superintendent by the teacher stating the time period and reason for the leave, a leave of absence without pay of less than one (1) year may be granted for situations not described above.

b. Long Term

Upon written request to the Superintendent by the tenured teacher stating the time period and reason for the leave, a personal leave of absence without pay may be granted for one (1) or more years.

c. Maternity, Paternity and Adoptive

The teacher shall be granted, upon request, up to one (1) year of non-compensated leave for the purposes of child rearing upon the birth or adoption of a child.

d. NEA-Alaska President's Leave

A teacher who is elected president of NEA-Alaska shall be granted a leave of absence without pay for two (2) full school years. Notice of the leave must be given in writing to the Superintendent within ten (10) days of the election, but in no event shall the notice be given later than May 1, proceeding the year of the leave. Otherwise, the right to the leave shall have been waived. The District's portion of the teacher's retirement system contributions will be reimbursed to the District by NEA-Alaska within thirty (30) days of the date of any payment.

4. Non-Compensated Leave Rights

a. A non-compensated leave of more than thirty (30) days shall, upon return to duty at the expiration of the leave period:

(1) Not be considered a break in service as may be provided in law or for the purpose of retaining District seniority benefits or accrued sick or personal leave;

(2) Entitle the teacher to reassignment to the same location if a position for which the teacher is qualified is vacant, (except that the teacher shall still be subject to the involuntary reassignment provisions of Article VIII); and



- (3) Entitle the teacher to retain coverage under the District's health and basic life/AD&D insurance for the payment in advance on a monthly basis of the basic Life/AD&D insurance premium and the COBRA rate for the health insurance.
- b. A non-compensated leave of thirty (30) days or less shall not be considered a break in service in any manner except as it may affect the accrual of sick and personal leave pursuant to this Article.

## ARTICLE XII. SICK LEAVE BANK

- A. The Sick Leave Bank shall be open to certified employees of the District. Once enrolled, membership shall be continuous until the member submits written notice of withdrawal to the District.
- B. The Sick Leave Bank will be established to enable a certificated employee (because of unusual circumstances) to receive up to, but not more than twice (2 times), the number of sick leave days he/she has credited to him/her prior to the first day of the school year, or twenty-four (24) days, whichever is greater. For the purpose of the Sick Leave Bank, Unusual Circumstances shall be defined as any serious physically or emotionally debilitating illness, which results in a prolonged absence. A copy of the approved leave shall be submitted to the District's Personnel Office.
- C. The Sick Leave Bank shall be administrated by a Sick Leave Bank Committee. The Committee shall consist of two members selected by the Association and one member selected by the Administration. It is the

Committee's responsibility to approve or deny requests for Sick Leave Bank usage. Applications for Sick Leave Bank usage shall be accompanied by a letter from the attending physician explaining the nature, seriousness, and expected duration of the medical problem. Decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure. The District shall not be held responsible for decisions of the Sick Leave Bank Committee.

- D. Members wishing to join the Sick Leave Bank shall notify the Personnel Director of their intention by September 30 of the current year, or within thirty (30) days of employment. Each new member of the bank will donate one day of his/her leave to the bank upon joining.
- E. In the event that the bank is depleted below forty (40) days, each member of the bank will donate an additional day up to a maximum of two (2) days per year. Donated days will be nonrefundable.
- F. The first seven (7) days of an illness or disability will not be covered by the bank, but must be covered by the member's own accumulated sick leave, personal leave, or absence without pay. A person will not be able to withdraw days from the bank until his/her own sick leave days and personal leave days are depleted. Sick leave days can only be withdrawn from the bank for individual members' illness.

## ARTICLE XIII. HOUSING

### A. Information

The District shall provide the prospective teacher (and the involuntarily transferred teacher) with information and assistance related to housing in accordance with AS 14.14.090(8).

### B. Assignment

The Superintendent or his/her designee shall make housing assignments as follows:

1. Teachers returning to the site shall receive the same unit they occupied the previous year unless they request a different unit.
2. Teachers new to a site or teachers who have requested a change in units shall be assigned to units based first on continuous site seniority, second continuous District seniority, and third new hires. In the event that two or more teachers desire the same unit, have the same site, District seniority, and essentially similar needs, assignment will be determined by lot.
3. Notwithstanding paragraphs B.1 through B.2 above, a housing unit may be assigned to a teacher if, in the opinion of the Superintendent or his/her designee, the teacher has an overriding need for that unit. However, the displaced teacher must be notified in writing about the change in housing.

### C. Designation of Principal Housing

1. At each site where the District provides housing, the Superintendent will designate a housing unit for the principal. The unit will be designated from the current inventory of District provided houses. The designation can be

changed at any time if additional housing units are added to the inventory. The designation can further be changed annually if a District provided unit becomes vacant and the Superintendent wishes to designate that unit for the principal.

2. The principal and teacher(s) at a site may agree to switch units so that the teacher(s) will be residing in the unit designated for the principal. In that event, the teacher(s) occupying the unit designated for the principal shall have no right to continue occupancy of that unit for the next school year. Rather, the teacher(s) shall be entitled to re-occupy the unit that was switched with the principal.

D. Consultation

The Association shall be consulted annually for suggestions concerning housing needs, priorities, and design.

E. Rents

The District and the Association shall form a committee for the purpose of recommending fair and equitable rental rates for District housing. The Housing Committee shall be comprised of the Director of Maintenance or designee, the Superintendent or designee, and the President of the Association or designee. Rental rates for the duration of this Agreement shall be the FY11 rental rates, unless changed through the reopening of negotiations during the term of this Agreement. Rents shall be paid on a monthly basis via payroll deduction. The lease shall include a \$500 pet deposit paid via payroll deduction.

Teachers who are returning to the same unit and paying rent for summer occupancy will not be required to turn in keys for that unit at the end of the school year. No person, other than the teacher shall be allowed to stay in that same unit during the summer months while the teacher is absent, without written prior approval of the Superintendent, as requested by the teacher.

F. Housing Allowance

Teachers employed by the District and not provided housing by the District shall receive a \$600 per year housing allowance in FY12, FY13, and FY14, payable in equal installments via payroll check.

G. Lease

The teacher occupying District housing and the District shall enter into an annual lease agreement that shall be subject to the provisions of this Article and of the Alaska Landlord Tenant Act.

H. Smoke Free Housing

All teacher housing units shall be non-smoking.

ARTICLE XIV. REDUCTION IN FORCE

Reductions in force shall be in accordance with Alaska Statute 14.20.177.

ARTICLE XV. LESSON PLANS

Lesson plan requirements shall not be imposed for arbitrary or capricious reasons. For grievances filed under this provision, the Superintendent's decision at Level Two will be final and appealable-to Level Three.

## ARTICLE XVI. SHOWER/LAUNDRY

Teachers, their spouses, and dependent children residing in the teacher's household, shall be permitted to use laundry and shower facilities in their school, except for laundry facilities located in the kitchen area, unless there are no other laundry facilities in their school, during non-work hours under the following circumstances:

1. If there are no facilities in the teacher's residence; or
2. If facilities in the teacher's non-District provided residence are inoperable and cannot be reasonably made operable; or
3. If facilities in a teacher's District provided residence are inoperable.

## ARTICLE XVII. GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance: shall mean an alleged violation (including misinterpretation or misapplication) of any of the provisions of this Agreement.
2. Grievant: shall mean the teacher, teachers, or the Association making the claim.
3. Party in Interest: shall mean the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the Grievance Procedure shall be to secure, at the lowest possible administrative level, a confidential and equitable solution to a grievance.

C. General Provisions

1. The time limits as specified in the Grievance Procedure may be modified only by the prior written mutual agreement of the parties.
2. Prior to initiating a formal grievance at Level One, or Level Two if appropriate, the grievant shall communicate with the party who has allegedly violated this Agreement in a good faith effort to resolve the issue.
3. Beginning with Level One of the Grievance Procedure, the grievant, the party who has allegedly violated this Agreement, and the District shall be entitled to be represented by counsel, to present evidence, and to call and cross-examine witnesses at grievance hearings.
4. Beginning with Level One of the Grievance Procedure, the grievant, witnesses, and not more than two (2) Association representatives shall be permitted to participate in a grievance hearing, if held during working hours, without loss of compensation. The grievant shall provide reasonable prior notice, whenever possible, of witnesses and/or representatives needed for the hearing to the administrator conducting the hearing or, if at arbitration, to the Superintendent. If notice is given less than twenty-four (24) hours prior to the hearing, the District may postpone the hearing for twenty-four (24) hours or may schedule such witnesses' testimony after the workday.

5. Beginning with Level One of the Grievance Procedure, hearing decisions shall be in writing setting forth the reasons for the decision, and shall be delivered to the grievant or Association within the time period as provided at each Level of the Grievance Procedure.
6. Upon written request, the District shall make available to the grievant, or to the grievant's designee, all pertinent non-confidential information in its possession or control.
7. A formal grievance shall be delivered not later than thirty (30) days from the date that the grievant knew, or should have known, about the alleged violation of this Agreement, or the grievance shall have been waived. If at subsequent levels the grievant fails to adhere to a time limit, the grievance shall have been waived. If the District fails to respond in a timely manner, the grievant may proceed to the next level.
8. The formal grievance shall be in writing, signed by the grievant, and shall set forth with reasonable specificity the factual basis for the grievance and the specific provision or provisions of this Agreement alleged to have been violated or misapplied. The appeal of a grievance decision shall state with reasonable factual specificity the reason(s) for the appeal and shall include a copy of the original grievance decision(s), and any prior grievance appeal(s). Forms for the purpose of filing and appealing grievances are attached to this Negotiated Agreement as Exhibits 1A, 1B, and 1C.



9. No reprisals shall be taken against any teacher because of the teacher's legitimate participation in the Grievance Procedure.
10. The District shall record all grievance hearings and shall provide a copy of the recording upon written request to the grievant and/or the Association for cost. The grievant or the Association may record the hearings independently of the District.
11. The records and documents related to the processing of a grievance shall be maintained in a file separate from the teacher's official Personnel File.
12. In the event that the grievant is not the Association or is not represented by the Association, the District shall promptly provide to the Association President a copy of all documents of record pursuant to the processing of the grievance. The Association shall indemnify and hold the District harmless for any liability to which the District may be held as a result of this paragraph. Furthermore, at any hearing beyond Level One, an Association representative shall be permitted to be present and the Association President shall be notified of the hearing at the same time as the grievant.
13. The District shall allow the grievant, witnesses, and Association representatives to be transported to and/or from the grievance hearing location on District charters on a space-available, no charge basis. It shall be the responsibility of the grievant or the Association to determine the schedule and space availability of District charters. If a District charter is

not available, the teacher may leave the site on the closest regularly scheduled flight, which will arrive at the location of the hearing.

The District shall, in the event that the District elects to schedule the location of the hearing at a site other than that of the individual grievant, arrange and pay for the travel of the teachers, from the site of the grievant, which are participating in the hearing. Hearings with grievants from multiple sites or where the Association is the grievant shall be held in Kotzebue.

D. Procedure

1. Level One

- a. In the event that the informal communication with the party who has allegedly violated this Agreement fails to resolve the issue, the grievant may file the formal grievance with the immediate supervisor as provided in this Article above. If the immediate supervisor is the Superintendent, or if the Superintendent or the Board is the party who has allegedly violated this Agreement, the grievant shall file the grievance initially with the Superintendent at Level Two.
- b. The party with whom the grievance is filed shall schedule a hearing to be held within five (5) working days of receipt of the grievance and shall notify the grievant not less than two (2) working days in advance as to the time and place of the hearing.
- c. The hearing decision shall be delivered within five (5) working days of the date of the hearing.

2. Level Two

- a. If the grievant is not satisfied with the Level One decision or if the decision is not delivered within five (5) working days of the date of the hearing, the grievant may appeal to Level Two.
- b. Such appeal shall be delivered in writing to the Superintendent within fourteen (14) working days of receipt of the decision, or

within twenty (20) working days of the date of the hearing if no decision has been received.

- c. Upon receipt of the grievance or the Level Two appeal as provided in this Article above, the Superintendent shall schedule a hearing to be held within ten (10) working days and shall notify the grievant not less than three (3) working days in advance as to the time and place of the hearing.
- d. The hearing decision shall be delivered within ten (10) working days of the date of the hearing.

### 3. Level Three

- a. If the Association is not satisfied with the Level Two hearing decision or if the decision is not delivered within the time period as provided in this Article, the Association may appeal to Level Three. Such appeal shall be delivered in writing to the Superintendent within eighteen (18) working days of the receipt of the decision, or within twenty-eight (28) working days of the date of the hearing, if no decision has been reached.
- b. Not later than five (5) working days after the receipt of a Level Three grievance appeal, the Superintendent and the Association President shall communicate to select an arbitrator. If the arbitrator is not selected within three (3) days, either party may request that the American Arbitration Association, pursuant to its rules and procedures, assist the parties in selecting an arbitrator.

- c. Upon the selection of the arbitrator, the arbitrator shall schedule the arbitration proceeding to be held within thirty (30) working days and shall notify the Superintendent and the Association not less than fourteen (14) working days in advance as to the time and place of the proceeding.
- d. In the case of a dispute regarding the arbitrability of an alleged violation, the arbitrator shall first determine whether the action is arbitrable under the terms of this Agreement. If the grievance is determined to be arbitrable, the arbitrator shall then hear the merits of the grievance. If the arbitrator determines that the grievance is not arbitrable, the hearing shall be closed and the grievance dismissed. Nothing contained in this paragraph shall require the arbitrator to issue a bench decision regarding arbitrability if, in the arbitrator's judgment, the dispute requires additional briefing, evidence, research, consideration, or clarification which may be required prior to the hearing on the merits, that may be forthcoming during the hearing or that may be provided after the hearing through briefing. In any event, the arbitrator shall have sole discretion in determining whether to conduct the hearing on the merits at the same time as hearing arguments or testimony on the arbitrability dispute.
- e. No new testimony or new documentation may be placed before the arbitrator that was not introduced or referenced at Level Two or that

was not provided to the Superintendent or to the Association at least ten (10) days prior to the arbitration hearing. This exclusionary rule shall not affect evidence requested under the provisions of Section C, 6 above but not provided by the District. Furthermore, the exclusionary rule notwithstanding, the arbitrator, upon request, may allow testimony or documents to be entered into the record upon a showing by the requesting party that unusual or unpredictable circumstances prevented the party from meeting its obligations under this paragraph.

- f. Except as may otherwise be provided in law or this Article, arbitration shall be conducted under the rules and procedures of the American Arbitration Association which shall adjudicate disputes concerning said rules and procedures and shall be subject to the provisions of the Alaska Uniform Arbitration Act.
- g. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms or provisions of this Agreement. Further, the arbitrator shall have no power to change any practice, policy, or rule of the District except as may directly pertain to the grievance; however, this proscription shall not limit the arbitrator in fashioning a remedy designed to remove the need for additional grievances related to the same practice, policy, or rule. In rendering the decision, the arbitrator shall give due regard to the rights, powers, and responsibilities of the District under law

and this Agreement and to the rights and privileges of the teacher(s) and the Association under law and this Agreement.

- h. The arbitrator shall deliver the written decision to the Association President and to the Superintendent within forty (40) days of the close of the hearing. The decision shall be binding upon the parties.
- i. The fees and expenses of the arbitrator shall be borne equally by the Board and the Association, except that the arbitrator may determine such other allocation of said fees and expenses as the arbitrator deems to be appropriate based upon the particular facts and circumstances of the case.

ARTICLE XVIII. SALARY

A. 2011-2012 Salary Schedule.

YEARS EXP	BA	BA + 18	BA + 36/MA	BA + 54/ MA + 18	BA + 72/ MA + 36
0	\$47,550	\$50,379	\$53,205	\$56,031	\$58,858
1	\$49,731	\$52,560	\$55,385	\$58,335	\$61,041
2	\$51,915	\$54,741	\$58,014	\$60,395	\$63,221
3	\$54,093	\$56,921	\$59,746	\$62,572	\$65,401
4	\$56,275	\$59,099	\$61,928	\$64,756	\$67,581
5	\$58,455	\$61,282	\$64,109	\$66,936	\$69,762
6	\$60,636	\$63,461	\$66,289	\$69,117	\$71,944
7	\$62,816	\$65,645	\$68,470	\$71,295	\$74,123
8		\$67,825	\$70,650	\$73,476	\$76,303
9		\$70,003	\$72,832	\$75,659	\$78,447
10		\$72,187	\$75,011	\$77,838	\$80,666
11		\$74,366	\$77,190	\$80,019	\$82,844
12			\$80,422	\$82,199	\$85,027
13			\$82,775	\$84,605	\$87,518



B. 2012-2013 Salary Schedule.

YEARS EXP	BA	BA + 18	BA + 36/MA	BA + 54/ MA + 18	BA + 72/ MA + 36
0	\$49,550	\$52,379	\$55,205	\$58,031	\$60,858
1	\$51,731	\$54,560	\$57,385	\$60,335	\$63,041
2	\$53,915	\$56,741	\$60,014	\$62,395	\$65,221
3	\$56,093	\$58,921	\$61,746	\$64,572	\$67,401
4	\$58,275	\$61,099	\$63,928	\$66,756	\$69,581
5	\$60,455	\$63,282	\$66,109	\$68,936	\$71,762
6	\$62,636	\$65,461	\$68,289	\$71,117	\$73,944
7	\$64,816	\$67,645	\$70,470	\$73,295	\$76,123
8		\$69,825	\$72,650	\$75,476	\$78,303
9		\$72,003	\$74,832	\$77,659	\$80,447
10		\$74,187	\$77,011	\$79,838	\$82,666
11		\$76,366	\$79,190	\$82,019	\$84,844
12			\$82,422	\$84,199	\$87,027
13			\$84,775	\$86,605	\$89,518

C. 2013-2014 Salary Schedule.

YEARS EXP	BA	BA+18	BA+36/MA	BA+54/MA+18	BA+72/MA+36
0	\$50,541	\$53,427	\$56,309	\$59,192	\$62,075
1	\$52,766	\$55,651	\$58,533	\$61,542	\$64,302
2	\$54,993	\$57,876	\$61,214	\$63,643	\$66,525
3	\$57,215	\$60,099	\$62,981	\$65,863	\$68,749
4	\$59,441	\$62,321	\$65,207	\$68,091	\$70,973
5	\$61,664	\$64,548	\$67,431	\$70,315	\$73,197
6	\$63,889	\$66,770	\$69,655	\$72,539	\$75,423
7	\$66,112	\$68,998	\$71,879	\$74,761	\$77,645
8		\$71,222	\$74,103	\$76,986	\$79,869
9		\$73,443	\$76,329	\$79,212	\$82,056
10		\$75,671	\$78,551	\$81,435	\$84,319
11		\$77,893	\$80,774	\$83,659	\$86,541
12			\$84,070	\$85,883	\$88,768
13			\$86,471	\$88,337	\$91,308

D. Column Placement

1. B: shall mean a Baccalaureate Degree.
2. B+18: shall mean eighteen (18) hours of coursework earned subsequent to the conferring of the Baccalaureate Degree.
3. B+36/M: shall mean thirty-six (36) hours of coursework (not less than twelve (12) hours of which shall be graduate level coursework; except that six (6) of those twelve (12) hours may be professional development (500 level courses) earned subsequent to July 1, 2001, from the University of Alaska system, Alaska Pacific University, or Sheldon Jackson College, earned subsequent to the conferring of the Baccalaureate Degree or shall mean a Master's Degree.
4. B+54/M+18: shall mean fifty-four (54) hours of coursework (not less than thirty-six (36) hours of which shall be graduate level coursework; except that eighteen (18) of those thirty-six (36) hours may be professional development (500 level courses) earned subsequent to July 1, 2001, from the University of Alaska system, Alaska Pacific University or Sheldon Jackson College, earned subsequent to the conferring of the Baccalaureate Degree or shall mean eighteen (18) hours of graduate level coursework earned subsequent to the conferring of the Master's Degree.
5. B+72/M+36: shall mean seventy-two (72) hours of coursework (not less than fifty-four (54) hours of which shall be graduate level coursework; except that twenty-seven (27) of those fifty-four (54) hours may be professional development (500 level courses) earned subsequent to July

1, 2001, from the University of Alaska system, Alaska Pacific University or Sheldon Jackson College, earned subsequent to the conferring of the Baccalaureate Degree or shall mean thirty-six (36) hours of upper division or graduate level coursework (not less than eighteen (18) hours of which shall be graduate level) earned subsequent to the conferring of the Master's Degree.

6. Hour: shall mean a semester hour or the equivalent thereof.
7. Coursework: shall mean regular college coursework except that, upon the express written approval of the Superintendent, such work as correspondence courses, workshops, and technology training may be considered coursework. For the teacher employed by the District prior to August 29, 1977, graduate level coursework earned prior to the conferring of the Master's Degree, which did not apply towards the completion of the Master's Degree, shall be considered to have been earned subsequent to the conferring of the Master's Degree. All coursework completed after September 30, 1984, shall have been earned from an approved institution and shall carry a grade of not less than "C" (or a passing grade in pass/fail classes) in order to be applicable for salary advancement. For the purposes of this section, an approved institution shall be a college or university accredited by the Northwest Association of Schools and Colleges (or a comparable accrediting association in another region) or approved by the Superintendent.

E. Step Placement

1. Out-of-state school experience shall be credited year for year up to:
  - a. Six (6) years for the teacher holding a Baccalaureate Degree.
  - b. Eight (8) years for the teacher holding a Master's Degree.
2. In-state school experience shall be credited year for year up to:
  - a. Eight (8) years for the teacher holding a Baccalaureate Degree.
  - b. Ten (10) years for the teacher holding a Master's Degree.
3. Combined in-state and out-of-state school experience pursuant to paragraphs 1 and 2 above, shall not exceed the maximum of:
  - a. Eight (8) years for the teacher holding a Baccalaureate Degree.
  - b. Ten (10) years for the teacher holding a Master's Degree.
4. For the purposes of this section, "year" and "year of school experience" shall mean a year of creditable school experience as provided in AS 14.20.220(g) and related statutes and in 4 AAC 15.020. Furthermore, two (2) full years of full-time work experience in the District as an instructional aide or bilingual instructor shall be considered as one (1) year of school experience for placement on the Salary Schedule up to a maximum of six (6) years.

F. Documentation

1. The teacher shall be responsible for having official transcripts sent promptly to the District Office directly from the conferring institution(s).

2. The teacher shall be responsible for having documentation of prior years of school experience sent promptly to the District Office directly from the district(s) where the service was performed. Should the teacher be unable to secure said documentation in the manner usually prescribed by the District, the teacher may substitute verification of service records sent directly to the District Office from the Alaska Teachers' Retirement System.
3. The teacher being newly appointed to District employment shall be placed on the Salary Schedule on the basis of official transcripts and documentation of prior years of school experience that shall have been received in the District Office by October 10 of that school year, or within forty-five (45) days of the appointment, whichever is later.
4. In order to be upgraded on the Salary Schedule as the result of additional hours or degrees earned subsequent to initial placement on the Salary Schedule, the teacher shall be responsible for having official transcripts sent to the District Office directly from the conferring institution(s) to be received not later than October 10 of the school year during which the upgrade is to become effective.
5. Upon demonstration by the teacher of a good faith effort to provide the required documentation within the time period as provided in paragraphs 3 and 4 above, the teacher shall not be required to suffer loss as a result of the failure to provide documentation that is beyond the reasonable control

of the teacher. However, in no case shall said documentation be applicable for the current school year if received after May 15.

G. Payment of Salary

1. The teacher's annual salary shall be paid in equal monthly installments on the last working day of each month commencing with the first month of the contract year that the teacher's first paid work day occurs on or before the 20<sup>th</sup> day of the month, and ending the following July. The teacher may elect to have the salary prorated in the manner provided above, but ending with the month that the last day is served under the contract, by providing written notice of such election to the District Office not less than fifteen (15) days prior to the teacher's first pay day of the school year. Such election shall remain in force from year to year unless revoked in writing by the teacher not less than fifteen (15) days prior to the teacher's first payday of any subsequent school year.
2. The District shall make payroll deductions as required by law. In addition, the District shall deduct rent (and utilities as applicable) for District housing, and, upon the prior written authorization of the teacher, make payroll deductions for tax-sheltered annuity contributions to one of the firms utilized by the District effective January 1, 1985. The monthly amount of the teacher's annuity contributions may not be changed more than once during the school year but may be revoked in writing for the remainder of the school year. (Additional tax-sheltered firms may be added upon the request of ten (10) or more teachers wishing to deal with

a specific new firm.) Upon the prior written authorization of the teacher, the District shall also deduct Association dues as provided in Article V.

3. Upon prior written notice and submission of the necessary forms by the teacher, the District shall mail the teacher's paycheck to a financial institution of the teacher's choice or direct deposit in the funds in accordance with the procedures in effect on June 30, 1984. Said election shall remain in force until revoked in writing by the teacher. Once revoked, the teacher may not again elect the service until the following school year.
4. The newly hired teacher shall be entitled, upon written request, to a salary advance of up to \$750.00, unless a higher amount is approved by the Superintendent, after the second day of work. Said advance shall be deducted from the teacher's paychecks in equal amounts beginning with the first paycheck. However, any outstanding balance shall be deducted from the final paycheck.

H. Added Duty

The Board shall determine the scope of the student activity program (including types of activities, seasons, etc.) to be funded by the District.

Added duty compensation shall be determined as follows:

1. Compensable added duties shall involve assignments to student athletics or other student activities, as well as assignments as "acting principal," that involve a time commitment on the part of the teacher beyond the standard workday.



2. Prior to commencing a compensable added duty assignment, the responsible supervisor, in consultation with the teacher and subject to the approval of the Superintendent, shall determine the tentative start and end dates; and the tentative schedule of practices, meetings, and/or events. The teacher and the Superintendent shall execute a contract addendum setting forth the terms outlined above. Said contract addendum shall be valid only for the current contract year, and any future offer of assignment to that, or any other, compensable added duty activity shall be at the sole discretion of the Superintendent. The contract addendum shall be amended in the event that the season or activity becomes extended, shortened, or canceled.
3. The amount paid for a compensable added duty may be divided between individuals who act as co-coaches or co-sponsors of the activity, subject to the approval of the Superintendent.
4. Nothing in this section prohibits the teacher from volunteering services without compensation; however, the teacher shall not be pressured to volunteer without compensation. Nothing in this section requires the District to offer added duty contracts to teachers.
5. Acceptance of added duties shall not be obligatory on the part of the teacher.
6. Payment shall be made by separate check within thirty (30) days of the conclusion of the assignment. However, if the assignment is for an activity that lasts the entire school year, payment may be made in up to four (4)

equal installments, the last installment being within thirty (30) days of the conclusion of the assignment.

7. Activities will be compensated according to the following schedule and ranges:

Group One .....\$2,500-\$3,500

- Kotzebue Wrestling (Varsity)
- Varsity Basketball
- Academic Decathlon
- Future Homemakers of America
- Year Book
- Sysop

Group Two .....\$1,500-\$2,500

- Student Council Advisor
- Cheerleader/Pep Club
- Cross-Country Running
- Varsity Volleyball
- Cross-Country Skiing
- Varsity Wrestling
- Jr. High School Basketball
- Senior Class Advisor
- Newspaper/Magazine Sponsor

Group Three .....\$1,000-\$1,500

Junior Class Advisor

Sophomore Class Advisor

Freshman Class Advisor

Junior High School Advisor

Battle of the Books/Spelling Bee

Native Youth Olympics

National Honor Society

Pep Band

Elementary Club and Activity Sponsors

High School Club Sponsors

Any activity not specifically listed above, but which is an added duty involving student athletics or other student activities shall be assigned to the group which most accurately reflects the services required to carry out said assignment. Student athletics/student activities do not include academic programs such as tutorials and extended day programs.

8. Within the ranges set forth above, the responsible supervisor, subject to the approval of the Superintendent, shall determine the compensation to be paid for each activity based upon factors including years of experience in the activity, training, added duty evaluations, duration of activity, frequency of practices/games/meetings/performances, etc. and budgetary limitations.

9. Compensation for the Acting Principal shall be at the rate of \$20.00 per hour, pro-rated at half hour intervals, for time actually expended performing the functions of a principal beyond the standard workday.

## ARTICLE XIX. ALCOHOL AND DRUG TESTING

### A. Prohibited Substances

1. Illegal drugs and alcohol are defined in paragraph H of this article.

### B. Testing Requirements

1. This article mandates drug and/or alcohol testing of teachers in the District upon an articulation of reasonable suspicion of drug or alcohol use. However, this article shall not operate to the derogation of a federal or state mandate for other types of drug or alcohol testing.
2. "Reasonable suspicion" is defined as drug and/or alcohol testing based upon a belief that a teacher is using or is under the influence of drugs and/or alcohol in the workplace, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
  - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
  - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;

- c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
  - d. Evidence that a teacher has tampered with a drug test during his/her employment with the District;
  - e. Information that a teacher has caused, or contributed to an accident at work;
  - f. Evidence that a teacher is involved in the use, possession, sale, solicitation, or transfer of drugs while acting in the scope of his/her employment or upon District premises.
  - g. Possession of equipment or paraphernalia pertaining to alcohol or illegal drug use by a teacher on District premises.
3. The District shall ensure that at least one designated supervisor receives 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on the use of controlled substances. This training will be used to determine whether reasonable suspicion exists to require a teacher to undergo testing.
  4. Where practicable, an articulation of reasonable suspicion shall be based upon the observation of an individual by a person acting in a supervisory capacity in relation to the teacher who have received drug and alcohol impairment recognition training. However, the observation of one trained supervisor is adequate to determine impairment.
  5. Upon a determination of reasonable suspicion, the trained supervisor shall fill out a reasonable suspicion for drug/alcohol testing determination form.

The supervisor shall then, as soon as safely possible, escort the teacher to the designated testing site.

6. The District shall pay all actual costs of drug testing, including reasonable transportation costs.

C. Testing Methods and Collection Procedures

1. The District or District designee shall designate a drug/alcohol testing/collection site.
2. Testing Procedures For Alcohol
  - a. Any individual chosen to test for alcohol impairment shall be trained in the operation of the evidential breath testing device (EBT) he or she is using by the EBT manufacturer or the manufacturer's representative and receive training certification from the manufacturer or the manufacturer's representative in writing and be familiar with this proposal. This person shall be designated as the breath alcohol technician (BAT). The EBT device for testing in this proposal may be any EBT approved for use by state or federal law enforcement agencies. The BAT conducting the test is responsible for documenting the results of the test and explaining the testing procedure to the teacher who is to be tested. Additionally, the BAT will be trained to recognize adulteration of the sample, if applicable, and sign a statement that clearly states that the BAT will hold all information related to any phase of an alcohol test confidential.



shall designate a certain area as the collection site. This area shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory. The District may designate a community health clinic for this site. In areas with a hospital, the District will use the community hospital as the drug testing site and arrange for all drug testing to be conducted through the hospital after assurances that the hospital is capable of complying with the standards for testing set forth herein.

- b. The teacher to be tested shall submit a driver's license or other photographic identification to the testing technician. In the absence of such identification, the teacher's accompanying supervisor may identify the teacher.
- c. The teacher will be asked to remove any jackets and coats and to wash and dry his or her hands prior to collection of the specimen. Female teachers must leave their purses, but are allowed to remove and retain their wallets. This must be done in the presence of the technician to prevent the teacher from having access to material which might adulterate the specimen.
- d. The technician shall use a designated Chain of Custody Form. This form must accompany the urine sample to the designated medical laboratory which shall test the sample.



- e. A teacher shall be given a choice of at least two sealed drug testing kits. The teacher's selected kit shall be opened in full view of the teacher.
- f. Upon the teacher being presented with the kit, the testing technician shall direct the teacher to the testing area. The testing area shall be a private area.
- g. After testing, the teacher must present the sample to the collection technician prior to washing his/her hands or flushing the toilet. The specimen is to remain in the visual field of the donor.
- h. Upon receipt of the specimen, the collection technician shall verify that the sample contains at least 60 ml of urine. If the container does not, the technician shall provide the teacher with water, and after a reasonable time, allow him/her to attempt to produce another sample. The original sample shall be discarded. If the teacher still cannot produce a sufficient amount of urine, the Program Administrator shall be contacted.
- i. The technician shall immediately measure and record the temperature of the sample on the Chain of Custody form. The technician shall then seal the sample and place a security seal from the bottom of the Chain of Custody form on the sample and request that the teacher date and initial it. The technician shall then complete the form, including asking the teacher if he or she wishes to identify any prescription medication he or she may presently be

taking which would affect the sample. The technician shall then place the sample in a tamper-resistant bag and ask the teacher to date and initial the seal on the bag. The technician shall write the bar code on the front of the testing envelope on the bag as well as "split sample". The sample will then be sent to the testing laboratory via Goldstreak or any other acceptable rapid-transport method.

- j. Upon receipt of the test, the laboratory will divide the sample in half. If the first test yields a negative result, the second half of the sample will be discarded. If the test yields a positive result, the second half of the sample will be tested to verify the result. Unless both halves of the sample yield positive results, the test will be considered a negative test.
- k. The testing laboratory shall perform an initial screening test which meets the requirements of the Food and Drug Administration. A positive test result will be confirmed by using gas chromatography/mass spectrometry (GC/MS) techniques. All confirmations shall be by quantitative analysis and must be reviewed by a medical doctor or doctor of osteopathy.
- l. The physician or osteopath shall: (1) contact the teacher within 48 hours and offer an opportunity to discuss the confirming test result; (2) interpret and evaluate the positive drug test result; and (3) report test results caused by prescription medicine as negative.

- m. The testing laboratory shall report the results of the test to the Program Administrator after the confirmation test has been performed and the teacher has been contacted.
- n. After drug testing, the supervisor who accompanied the teacher to the test shall either drive the teacher back to work or to the teacher's home based upon a determination of impairment.

D. Teacher Rights

- 1. A teacher shall have the right, upon his or her request, to obtain the written test results if the teacher makes such a request within six months after the date of the test. Upon such a request, the District, or the designee of the District, shall provide the written test results within five days after the request is made.
- 2. A teacher shall have the right, upon his or her request, to explain in a confidential setting, a positive test result. This request must be in writing and be within ten days after the teacher has been notified of a positive test result. This request must be honored by the District within 72 hours or before the employer takes any adverse employment action.
- 3. For the purposes of this article, suspension with pay is not considered an adverse employment action.
- 4. All time spent by a teacher being tested for a drug and/or alcohol violation under this article shall be considered compensatory time. Additionally, a teacher who is sent home pending test results shall be considered temporarily suspended with pay.

E. Refusal To Be Tested

1. Should a teacher refuse to be tested under this proposal, the teacher will be considered to have received a positive result on a drug or alcohol test.
2. Refusal to submit to an alcohol or controlled substance test shall be considered as: (1) the failure to provide adequate breath for alcohol testing as required by this proposal without a valid and verified medical explanation after he or she has received notice of the requirement for breath testing under this proposal; (2) the failure to provide an adequate urine sample for controlled substances testing as required by this proposal without a genuine inability to provide a specimen (as determined by a medical evaluation by an evaluator of the District's choosing) after he or she has received notice of the requirement for urine testing under this proposal; (3) engages in any conduct which clearly obstructs the testing process in the District's determination. A refusal to submit shall be considered a positive test result.

F. Disciplinary Action

1. The District may take appropriate adverse employment action under these proposals based upon a positive drug or alcohol test.

G. Confidentiality

1. The District recognizes that the results of a drug and alcohol test will be considered medical records and held confidential to the extent permitted by law. The District will limit disclosure of information acquired in a drug and alcohol test, including the positive and negative results, to the

following individuals unless the teacher consents in writing to other disclosures: (1) the teacher; (2) the Program Administrator; (3) the teacher's supervisor and other management officials with a need to know; (4) collection site personnel; (5) the laboratory medical review officer; (6) the teacher assistance counselor or other rehabilitation personnel if the teacher seeks or is required to use such service for continued employment.

#### H. Definitions

1. Alcohol - Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. Alcohol Concentration (or Content) - Alcohol concentration or content means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
3. Alcohol Use - Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
4. Collection Site Person - Collection site person is an individual authorized by the District to collect samples in accordance with this program.
5. Confirmation Test for Alcohol - A second test, following an initial test, with a result of .04 or greater, that provides quantitative data of alcohol concentration.
6. Confirmation Test for Drugs - A confirmation test for drugs means a second analytical procedure to identify the presence of a specific drug or

metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

7. Controlled Substances - Marijuana, cocaine and cocaine derivatives, opiates, amphetamines and phencyclidine, among others proscribed by state law at AS 11.71 et seq., are presently considered controlled substances for the purposes of this proposal. However, should the state of Alaska proscribe the possession and consumption of other similar substances by statute or proposal, those substances would automatically be considered controlled substances for the purposes of this proposal.
8. Custody and Control Form - A custody and control form is a form that accompanies the urine specimen to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to its final disposition.
9. Failing an Alcohol Test - Failing an alcohol test shall be defined as a teacher having a higher alcohol concentration than .04 at the time of testing.
10. Failing a Drug Test - Failing a drug test shall mean that the test results show positive evidence of the presence of a prohibitive drug or drug metabolite in a teacher's system in amounts that exceed cutoff levels.

11. Screening Test for Alcohol - A screening test for alcohol shall be considered an analytical procedure to determine whether an individual may have a prohibited amount of alcohol in his or her system.
12. Screening Test for Drugs - A screening test for drugs shall be considered an immunoassay screen to eliminate "negative" urine specimens from further consideration.