



NEGOTIATED AGREEMENT

BETWEEN THE

JUNEAU EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

**ON BEHALF OF THE
CITY AND BOROUGH OF JUNEAU SCHOOL
DISTRICT**

JULY 1, 2013 – JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION	1
SECTION 1: INTRODUCTION	
SECTION 2: GENERAL RECOGNITION	
SECTION 3: NON-INTERFERENCE	
SECTION 4: VERIFICATION OF REPRESENTATION	
ARTICLE 2 PRINCIPLES	1
ARTICLE 3 NON-DISCRIMINATION	2
ARTICLE 4 MANAGEMENT RIGHTS	2
ARTICLE 5 MAINTENANCE OF STANDARDS	2
ARTICLE 6 SUPPLEMENTAL AGREEMENTS/CONTRACT MAINTENANCE	2
SECTION 1: MEMORANDA OF UNDERSTANDING	
SECTION 2: LETTERS OF AGREEMENT	
SECTION 3: CONTRACT MAINTENANCE PROCESS	
ARTICLE 7 NEGOTIATIONS	3
SECTION 1: GENERAL PROCEDURES	
SECTION 2: INAUGURATING NEGOTIATIONS	
SECTION 3: CONDUCTING NEGOTIATIONS SESSIONS	
SECTION 4: AGREEMENTS	
SECTION 5: RATIFICATION	
ARTICLE 8 SAVINGS CLAUSE	4
ARTICLE 9 SCHOOL YEAR AND SCHOOL DAY	5
SECTION 1: SCHOOL YEAR	
SECTION 2: SCHOOL DAY	
ARTICLE 10 WORK SCHEDULE	5
SECTION 1: PREP TIME	
SECTION 2: BREAK TIME	
SECTION 3: ELEMENTARY AND H.S. LOW INCIDENCE SPED NON-INSTRUCTION TIME	
SECTION 4: SUPERVISION	
SECTION 5: NON-TEACHING DUTIES	
SECTION 6: CHANGES IN WORK SCHEDULE	
SECTION 7: MULTI-BUILDING ASSIGNMENT	
ARTICLE 11 EXTRA DUTY ASSIGNMENT	6
SECTION 1: DETERMINATION OF ACTIVITIES AND POSITIONS	

SECTION 2: SELECTION OF ADVISORS AND COACHES
SECTION 3: COMPENSATION
SECTION 4: ELEMENTARY ADVISORS

ARTICLE 12 PERSONNEL CHANGES **8**

SECTION 1: PLACEMENT OF TEACHERS
SECTION 2: TRANSFERS
SECTION 3: CERTIFICATED EMPLOYEE EXCHANGE AND JOB SHARE
SECTION 4: BUILDING CLOSURES
SECTION 5: REDUCTIONS IN CERTIFICATED PERSONNEL
SECTION 6: SENIORITY
SECTION 7: RIGHTS OF RIFED CERTIFICATED EMPLOYEES

ARTICLE 13 ACADEMIC FREEDOM **14**

ARTICLE 14 PERSONNEL FILE **14**

ARTICLE 15 DISCIPLINARY ACTION FOR JUST CAUSE **15**

ARTICLE 16 MEDICAL **16**

ARTICLE 17 HEALTH AND LIFE INSURANCE **16**

SECTION 1: HEALTH INSURANCE
SECTION 2: LIFE INSURANCE
SECTION 3: TRAVEL INSURANCE

ARTICLE 18 SICK LEAVE **16**

SECTION 1: SICK LEAVE
SECTION 2: SICK LEAVE BANK
SECTION 3: FAMILY MEDICAL LEAVE

ARTICLE 19 PERSONAL LEAVE **18**

ARTICLE 20 ASSOCIATION LEAVE **18**

SECTION 1: NEA-ALASKA / NEA OFFICE LEAVE
SECTION 2: JEA LEAVE
SECTION 3: OTHER ASSOCIATION LEAVE

ARTICLE 21 SABBATICAL LEAVE **19**

ARTICLE 22 LEAVE OF ABSENCE **20**

SECTION 1: REGULAR LEAVE OF ABSENCE
SECTION 2: PUBLIC OFFICE LEAVE

ARTICLE 23 EMERGENCY LEAVE **21**

<u>ARTICLE 24 PARENTAL LEAVE</u>	<u>22</u>
SECTION 1: FAMILY MEDICAL LEAVE SECTION 2: FAMILY LEAVE	
<u>ARTICLE 25 TEMPORARY MILITARY LEAVE</u>	<u>22</u>
<u>ARTICLE 26 LEGAL LEAVE</u>	<u>22</u>
<u>ARTICLE 27 PROFESSIONAL LEAVE</u>	<u>23</u>
<u>ARTICLE 28 CIVIC LEAVE</u>	<u>23</u>
<u>ARTICLE 29 VANDALISM AND PERSONAL PROPERTY DAMAGE</u>	<u>24</u>
<u>ARTICLE 30 ASSOCIATION REPRESENTATION</u>	<u>24</u>
SECTION 1: DISTRICT COMMITTEES SECTION 2: RIGHT TO RESEARCH	
<u>ARTICLE 31 DISTRICT AND BUILDING COMMITTEES</u>	<u>24</u>
<u>ARTICLE 32 SAFETY</u>	<u>25</u>
<u>ARTICLE 33 GRIEVANCE PROCEDURE</u>	<u>26</u>
SECTION 1: DEFINITIONS SECTION 2: PROCEDURE SECTION 3: PERSONNEL FILES SECTION 4: NO REPRISALS SECTION 5: IMPLEMENTATION	
<u>ARTICLE 34 TEACHER EVALUATION</u>	<u>28</u>
<u>ARTICLE 35 ASSOCIATION SECURITY</u>	<u>28</u>
SECTION 1: PAYROLL SECTION 2: USE OF SCHOOL FACILITIES AND EQUIPMENT SECTION 3: ASSOCIATION RIGHT TO THE BOARD AGENDA SECTION 4: AGENCY FEE	
<u>ARTICLE 36 MISCELLANEOUS WORKING CONDITIONS</u>	<u>30</u>
SECTION 1: TELEPHONES SECTION 2: VENDING MACHINES SECTION 3: PARKING SECTION 4: MILEAGE SECTION 5: ASSOCIATION BUSINESS SECTION 6: DISCRETIONARY FUNDS SECTION 7: PER DIEM	

ARTICLE 37 CONTRACTS **31**

SECTION 1: TERMS OF CONTRACT
SECTION 2: ISSUING CONTRACTS
SECTION 3: MID-YEAR ADJUSTMENT
SECTION 4: HORIZONTAL MOVEMENT

ARTICLE 38 COST AND DISTRIBUTION OF AGREEMENT **35**

ARTICLE 39 WAGES **35**

ARTICLE 40 DURATION **37**

ARTICLE 41 NO CHILD LEFT BEHIND **37**

ARTICLE 42 EXECUTION SIGNATURES **38**

APPENDICES **39**

A: DEFINITIONS
B: SALARY SCHEDULE 2013-2014
C: SALARY SCHEDULE 2014-2015
D: SALARY PLACEMENT STATEMENT
E: CERTIFIED EMPLOYEES' CONTRACT
F: EXTRA-DUTY CONTRACT
G: EXTRA-DUTY ASSIGNMENT PAY SCHEDULE
H: HORIZONTAL MOVEMENT CRITERIA
I: AUTHORIZATION TO DEDUCT JEA DUES

ARTICLE 1

Recognition

Section 1. Introduction

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

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

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

Section 2. General Recognition/Exclusive Representation

The Board recognizes the Association as the exclusive bargaining representative for all certificated teaching personnel employed by the District and placed on contract for the duration of the assignment in accordance with Alaska Statute (more than nineteen (19) days). Certificated employees represented by JSAA shall not be included in the Association bargaining unit.

Section 3. Non-interference

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

Section 4. Verification of Representation

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

ARTICLE 2

Principles

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

ARTICLE 3
Non-Discrimination

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

ARTICLE 4
Management Rights

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

ARTICLE 5
Maintenance of Standards

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

ARTICLE 6
Supplemental Agreements/Contract Maintenance

Section 1. Memoranda of Understanding

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

Memoranda of Understanding shall be completed through negotiation between the two parties at any time during the life of the Agreement.

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

Section 2. Letters of Agreement

Letters of Agreement may be utilized to resolve conflicts related to individual employees and/or unique circumstances. Letters of Agreement will be entered into knowing the unique nature of the

circumstances will sunset at a point in time defined in the agreement. Letters of agreement will not become precedence setting within the Negotiated Agreement.

Section 3. Contract Maintenance Process

- A. Representatives of the District and the Association shall meet monthly upon mutual agreement for the purpose of reviewing the implementation of this Agreement and for resolving problems that may arise.
- B. The meetings of the Contract Maintenance Committee shall be for the purpose of resolving conflicts; however, the process is not intended to bypass the grievance procedure outlined in Article 33 of this Agreement.
- C. Agreements arrived at by the Contract Maintenance Committee shall be reduced to writing in the form of Memoranda of Understanding and submitted to the Association and the Board of Education for approval. Upon approval by the Association and the Board of Education the Memoranda shall become a part of the Agreement for the duration of the Agreement. Other agreements arrived at by the Association and District but not included in the agreement shall be reduced to writing in the form of Letters of Agreement endorsed by the Association President/or designee and the Superintendent.

ARTICLE 7 Negotiations

Section 1. General Procedures

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

Section 2. Inaugurating Negotiations

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

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

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

Negotiations shall be considered open upon the first meeting of the negotiating teams and will commence within forty-five (45) calendar days of the first meeting.

Section 3. Conducting Negotiations Sessions

- A. The first negotiations session shall be devoted primarily to establishing future meeting places, dates, times and other ground rules.
- B. The second negotiations session shall be devoted to presentation of proposals including the exploration of interests and clarification of the proposals. New articles for proposed change will not be introduced after this meeting unless by mutual consent. Articles are defined as those headings listed in the Table of Contents. Sections are those provisions listed under an Article by numeral. Sub- sections are those provisions listed as paragraphs.
- C. Meetings shall be closed to all except panel members agreed to at the time of the first meeting. Each party will be allowed to bring in consultants by mutual agreement.
- D. Facts, opinions, and counter-proposals will be exchanged freely during meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.
- E. Information about negotiations issued to the news media after the first meeting shall be released only by mutual consent by the negotiating teams of the Board and the Association.
- F. The Association shall be entitled to copies of information and documents normally made available to the public by request.
- G. All negotiations shall be conducted pursuant to ground rules agreed to by the parties. All initial proposals, tentative agreements before ratification, last best offer proposals, and final agreement between parties shall be available to the public for review.

Section 4. Agreements

When the participants reach a consensus on the successor Agreement each party will present the tentative agreement to their constituents prior to ratification.

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

Section 5. Ratification

The Agreement shall be ratified by the Association prior to ratification by the Board of Education.

ARTICLE 8

Savings Clause

In the event any section or part of a section is proved to be in violation of the law, the portion of the Agreement is null and void. The remaining articles and other provisions remain in effect and upon the

request of either the Board or the Association the parties shall enter into immediate negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision impacted by change in laws.

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

This Agreement supersedes all other Agreements.

ARTICLE 9

School Year and School Day

Section 1. School Year

The standard certificated employee's contract shall consist of one hundred eighty three (183) days. Teachers are expected to complete all end of year responsibilities and check-out with their immediate supervisor.

Section 2. School Day

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

ARTICLE 10

Work Schedule

Section 1. Prep Time

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

Middle school teachers shall be provided a preparation period of ninety (90) minutes per day.

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

Section 2. Break Time

Every elementary teacher, K-5, shall be provided with a fifteen (15) minute break mornings and afternoons free from students (recess may count for this purpose).

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

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

Section 4. Supervision

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

Section 5. Non-Teaching Duties

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

Section 6. Changes in Work Schedules

The work schedule standards provided in Sections 1 through 4 of Article 10 may be amended at individual school sites by agreement of the principal and two-thirds (2/3) of the affected bargaining unit staff at that school.

Section 7. Multi-building Assignment

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

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

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

ARTICLE 11

Extra Duty Assignment

Section 1. Determination of Activities and Positions

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

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

Section 2. Selection of Advisors and Coaches

A. Extra assignment beyond the 7.5 hour day shall be made in the following order:

1. Certified incumbents who have successfully performed the duties and responsibilities of the Extra Duty Assignment;
2. Qualified in-building certified staff members;
3. Qualified in-district certified staff members;
4. Incumbent community members;
5. Qualified member from the community;
6. In the event of two or more applicants at any single level the administration shall assign the extra-duty position to the most qualified applicant; and
7. Any teacher from the building may be assigned by the superintendent if the administration determines that the Extra Duty Assignment is desirable. No teacher shall be assigned the same Extra Duty Assignment for two consecutive years

B. Assistant advisor/coaching positions shall initially be selected by use of the Section 2A process. Final selection will be made by mutual agreement between the building administration and the head advisor/coach. Assistants will remain in place by mutual agreement between the head advisor/coach and the building administrator until such time as a new head advisor/coach is hired.

C. Offers to head certified incumbent staff members to continue in the incumbent position shall be made in writing prior to May 5. Incumbents must respond in writing to the offer within five days or the position may be considered vacant.

D. If an incumbent is not rehired they will be notified on or before May 5.

E. Vacancies in positions that begin prior to October 1 shall be posted in that building by May 10. In building certified staff members will have five days to apply. Positions that are not filled shall be posted district-wide with certified staff members given five days to apply. Positions that still are not filled shall be posted district-wide and within the community until filled or until pulled by the district. Positions shall be filled no later than the last day of the school year when practical.

F. Vacancies in positions that begin after October 1 shall be posted in that building by May 10 whenever possible. In building certified staff members shall have five days to apply. Positions that are not filled shall be posted district-wide with certified staff members given five days to apply. If the position is not filled by a certified staff member or an incumbent it will be reposted district-wide at the beginning of the following school year and certified staff will have five days to apply. Positions that are still not filled shall be posted within the community until filled or pulled by the district.

Section 3. Compensation

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

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

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

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

Section 4. Elementary Advisors

The District shall allocate a yearly stipend fund of \$3,750 to each elementary school for the purpose of compensating district employees who assume responsibilities of elementary extracurricular activities. District employees who assume these responsibilities will be paid at Range 1 on the Extra Duty Assignment Pay Schedule per Appendix F.

ARTICLE 12

Personnel Changes

Section 1. Placement of Teachers

The placement of teachers will occur in the following order prior to vacancy postings once the District has determined the staffing needs have been met with existing staff in schools and/or District programs.

1. Teachers may be displaced from departments within schools first by seniority (least senior displaced first and so on) and then by qualifications, including current highly qualified status if required.
2. If a teacher is displaced by department, they will be reassigned within their school to a position in which they are qualified or they may displace the least senior teacher in a position for which they are qualified.
3. Teachers displaced from a school as a result of reductions in staff will be placed based on their seniority rank first, followed by certification, qualifications and/or highly qualified status if required.
4. It will be the expectation that any teacher displaced from a school/involuntarily transferred to another school, will be the least senior and not qualified to fill any vacancies within their current school assignment. A more senior teacher may request to become a voluntary involuntary transfer in lieu of the least senior teacher being displaced/involuntarily

transferred.

5. Teachers returning from leaves of absence, sabbatical leaves or ending job shares shall be placed into vacant positions after all current displaced teachers have been assigned based on seniority rank followed by certification, qualifications and highly qualified status if required. If no vacant positions exist teachers will be placed by displacing the least senior staff member for an assignment for which the more senior teacher is certified, qualified and/or highly qualified.
6. All displaced tenured teachers will be reassigned before displaced non-tenure teachers are reassigned.
7. If a less senior teacher is displaced, every attempt will be made to reassign the teacher for their entire contractual FTE in one school. If there is not a full assignment by contractual FTE for the teacher, the teacher's assignment may be split between schools and provide for travel time as a part of the assignment.
8. Reductions and increases in FTE will be considered last.

Section 2. Transfers

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

A. Voluntary Transfers and Reassignment

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

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

Any position opened after August 15 will be subject to the requirements of Section 2 (A). Currently employed teachers selected to fill the opening will do so only at the beginning of

the following school year, unless the immediate transfer is approved by the District. In the interim, the position may be filled by a new hire who will be required to vacate the position at the end of the current contract year.

A teacher may withdraw an application for transfer without prejudice for consideration of future transfers.

4. The determination of a vacancy or new position will only occur after the Principal/program administrator has assigned and/or re-assigned staff within their building/program. Once it has been determined that a vacancy exists, the Director of Human Resources will notify the Principal/program administrator to proceed with the formation of an internal interview committee. The interview committee shall consist of the Principal/program administrator and a minimum of two teachers from the affected grade level(s), team(s), Department(s), program area(s) or by availability at the time of the interviews. The transfer team may add specific qualifications to the required job qualifications list if approved by the Director of Human Resources. The job announcement, including the comprehensive list of qualifications, will then be posted within the District for 5 working days. A copy of this announcement will be sent to the Association President.
5. The interview team shall review transfer requests to determine those who are qualified and interview those who meet the qualifications. Qualifications shall consist of experience, formal training, certification/endorsements, length of service, and other qualifications identified in the specific job announcement. The role of the team will be to make a recommendation based on these qualifications, and program and District staffing considerations. The interview team's recommendation will be reviewed and considered; however, the Principal/program administrator and/or Director of Human Resources reserve the right to deny the recommendation if it is determined that the recommendation is not in the best interest with meeting the needs of students within the school/program.
6. If no transfer requests for the position are received within the 5 day period, or as soon as the Director of Human Resources is notified that none of the teachers requesting transfer are qualified, the position will be advertised to the general public.
7. Teacher-initiated transfers may be denied for reasons relating to affirmative action goals only under the following conditions:

A minority applicant is newly hired for the position or placed in the position from his/her current placement on the RIF list;

The vacancy which would be created by the potential voluntary transfer would have been in an area for which no minority applicant on file or the RIF list is certified to hold; and,

8. In the case that a transfer has been denied because the resulting vacancy cannot be filled by a qualified candidate, the teacher denied a transfer for this reason will be granted the position at the beginning of the next school year. If that position no longer exists, then the teacher may be placed in a comparable open position. In the interim the position may be filled by a new hire who will be required to vacate the position at the end of the current school year.

B. Involuntary Transfers

Notice of an involuntary transfer or reassignment for the coming year shall be given to certificated employees as soon as reasonably possible and not later than May 15. If an involuntary transfer becomes necessary after May 15, or during a current school year, the certificated employee involved shall be given seven (7) calendar days, exclusive of holidays, notice before the transfer occurs, and shall be given up to five (5) working days of in-service time to prepare for the new position. Any required retraining shall be at District expense.

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

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

An involuntary transfer will be made only after notification, in writing, from the Superintendent or designee of reasons for the transfer. After such notification the teacher may request a hearing with the Superintendent. The Superintendent will schedule a meeting with the teacher within seven (7) calendar days after the notice. After hearing the matter, the Superintendent will render a decision within five (5) calendar days. The Superintendent's decision will be final.

Certificated employees who have been involuntarily transferred shall be informed of positions that become available in the District and may request the positions, in order of preference, to which they desire to be transferred if certified and qualified.

C. Special Education Teacher Reassignment

Teachers shall be given seven (7) calendar days, exclusive of holidays, notice before a reassignment occurs, with up to five (5) of those days being in-service time to prepare.

The teacher may request a hearing with the Superintendent or designee within five (5) calendar days of receiving notice of the transfer.

The seven (7) days' notice allowed before the reassignment occurs will be tolled during the pendency of the Superintendent's hearing process and will remain tolled until a decision is rendered.

The Superintendent, or designee, will schedule a meeting with the teacher within five (5) calendar days after the request for hearing is received by the Superintendent.

The Superintendent, or designee, will render a decision within four (4) calendar days after the meeting is held.

The decision of the Superintendent, or designee, is final.

Section 3. Certificated Employee Exchange and Job Share

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

A. Proposals for job exchanges and job shares must:

1. be initiated by the participating certificated employees,
2. be submitted to the Superintendent in writing prior to March 15,
3. include signatures verifying the approval of the participating certificated employees and the affected principal(s)/supervisor(s), and
4. include a statement specifying the duration of the proposed agreement.

B. A job exchange agreement shall be for a duration of one (1) year or two (2) school years and the certificated employees shall return at the end of that time to comparable for which s/he are qualified.

C. A job share request must be in writing with the following information:

1. description and location(s) of the positions to be shared,
2. definition of each partner's proportion of the FTE, salary, insurance benefits, and leaves,
3. description of how the duties of the position will be shared by the partners, and
4. statement of which partner will retain the right to the position should either or both of the parties elect to not continue the job share. (Each job share participant shall return to his/her previous full-time equivalency.)

Approval of job shares will be at the discretion of the Principal/program administrator.

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

Section 4. Building Closures

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

Section 5. Reductions in Certificated Personnel

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

- a. The reduction in force will be accomplished through normal attrition.

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

Section 6. Seniority

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

The District shall provide a seniority list to JEA on or before March 1 of each year.

Ties in seniority date shall be resolved as follows:

- (1) the date the employee was recommended for hire, according to District form #007 (for newly hired employees beginning with the 2004-2005 school year) or the date the employee signed the employment contract (for those employed prior to the 2004-2005 school year). The employee with the earliest date shall be most senior:
- (2) if a tie exists, the certificated employee with the greatest number of semester hours beyond the Bachelor Degree shall be most senior.

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

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

Section 7. Rights of RIFed Certificated Employees

A RIFed certificated employee shall have the following options:

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

Except as provided for in Section 2 (A) 7, no new certificated employees shall be hired until all RIFed regular certificated employees with recall rights have been recalled or decline the opening. Such recall shall be based on seniority.

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

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

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

ARTICLE 13

Academic Freedom

It is the intent of the parties to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean that certificated employees are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of the appropriate course content and within the planned instructional program as determined by normal instructional and/or administrative procedures. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

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

ARTICLE 14

Personnel File

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

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

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

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

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

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

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

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

ARTICLE 15

Disciplinary Action for Just Cause

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

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

An employee may request that formal reprimands be removed from the employee's personnel file and returned to the employee at the end of thirty-six (36) calendar months if there has been no recurrence of a like nature.

ARTICLE 16

Medical

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

ARTICLE 17

Health and Life Insurance

Section 1. Health Insurance

A. The District agrees to pay \$1,495 per month in FY 14 and \$1,545 per month in FY 15 per teacher (0.5 FTE or greater) to the JEA Health Trust or JEA's designee. If a teacher works less than 0.5 FTE and opts to have District health insurance coverage, the District's health insurance payment will be proportional to the percent of the full-time equivalency the teacher works.

Section 2. Life Insurance

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

Spouse	\$5,000
Children	\$5,000

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

Section 3. Travel Insurance

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

ARTICLE 18

Sick Leave

Section 1. Sick Leave

Sick leave may be taken by a certificated employee for personal injury or illness or for illness within his/her or spouse's immediate family, which requires the attendance of the employee or when his/her

presence on the job could jeopardize the health of fellow employees or students. Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, grandparent or person with whom one has had association equivalent to these family ties.

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

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

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

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

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

Section 2. Sick Leave Bank

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

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

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

A teacher, at his/her discretion, may donate sick leave or personal leave days directly to another

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

Section 3: Family Medical Leave

Eligible employees shall be covered by the provisions of the Family Medical Leave Act (FMLA) and Alaska Family Leave Act. During the time an eligible employee qualifies for this benefit, the District will maintain coverage as required. The District will inform the employee of eligibility upon completion of required documents. Employees are required to complete the required documentation to become eligible for this benefit.

ARTICLE 19

Personal Leave

Each certificated employee will be entitled to four (4) days of paid personal leave annually, and will be allowed to carry a maximum of ten (10) days each year. At the end of the school year, if more than ten (10) days remain unused, the District will pay the teacher \$150 per day for any unused days over the allowable ten (10) days. Teachers can cash out unused leave accrued during previous years at any time during the school year at a rate of \$150 per day. All teachers who have used or been approved for five days in FY14 will be held harmless for FY14.

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

Personal leave may not be taken during the first five (5) days and the last five (5) days of the school year, scheduled in-service days, or during the scheduled parent/teacher conference periods.

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

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

ARTICLE 20

Association Leave

Section 1. NEA-Alaska/NEA Office Leave

Any professional employee elected to an office in NEA-Alaska or NEA which requires his/her full-time absence from the District will be granted Association Office Leave at his/her request. This leave will normally be for an entire teaching year. During the period of leave, the employee will receive the salary

s/he would normally receive while performing his/her teaching duties; including all rights of tenure, retirement, advancement, and any other rights s/he would normally receive. In return, the School District will be reimbursed by JEA for the salary and benefits paid to the employee. This section of the Agreement will take effect only upon the receipt by the District of a binding agreement from JEA that these funds will be reimbursed by those organizations.

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

Section 2. JEA Leave

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

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

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

Section 3. Other Association Leave

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

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

ARTICLE 21

Sabbatical Leave

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

- A. Any certificated employee who has seven (7) years of District service shall be eligible for extended leave of not more than one (1) year for purposes of advanced professional study.
- B. Applications for District sabbatical leave to commence during the first semester of a school year must be received by the Superintendent prior to January 15 of the preceding school year. Applications for leave to commence during the second semester of a school year must be received by the Superintendent prior to July 1 of the preceding school year. Applications shall include a statement of proposed benefit to the District. If the application is denied, the Superintendent shall

return the application with an explanation to the applicant.

- C. All applicants shall be notified within forty-five (45) days as to the granting of the application.
- D. The Board may, at its discretion, grant sabbatical leave that provides full, partial or no salary compensation; and full, partial or no insurance benefits. The teacher shall advance on the salary schedule as though the employee had remained in the District.
- E. The District shall be responsible for making its share of contributions to the Teachers' Retirement System if any portion of the certified employee's salary is funded. The District may pay a teacher on sabbatical leave the difference between the sabbatical teacher's salary and the salary of the replacement teacher if the replacement teacher is paid less. The sabbatical teacher may elect to apply these funds toward the cost of health insurance or other benefits or as the teacher's contribution to the Teachers' Retirement System.
- F. Funding for a District sabbatical may be provided by an intern/extern program with colleges or universities. The certificated employee's salary will be distributed on a negotiated formula among the parties involved, based on the employee's current placement on the salary schedule. The District shall cover costs of benefits as required by law and regulation. The processes and procedures for this program will be jointly developed by the JEA and the District.
- G. The District shall maintain an endowment fund for sabbatical leaves. The endowment shall be a source to assist the funding of salary, benefits, and the teacher's share of retirement costs for granted sabbatical leave. The District shall, on an annual basis, deposit in the endowment fund an amount equal to the difference between the cost of providing association leave pursuant to Article 20, Section 2, and the cost the District would have incurred if all Association leave to which the Association was entitled under Article 20, Section 2 had been taken.
- H. The District shall create a committee composed of two JEA representatives, two persons to be appointed by the Superintendent, and one Board member. The committee shall establish criteria for the granting of sabbatical leaves and disbursement of resulting sabbatical leave endowment funds to individuals who have been granted sabbatical leaves. The committee may also explore options for obtaining additional funds. The committee shall also review all sabbatical leave requests and make recommendations to the Board regarding the number of, or if sabbatical leaves should be granted for that year and which, if any, sabbatical leave requests meet the criteria for the granting of a sabbatical leave.

ARTICLE 22

Leave of Absence

Section 1. Regular Leave of Absence

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

- a. Studies at an accredited college or university reasonably related to his/her professional

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

Final application date for leave of absence is March 15.

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

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

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

Section 2. Public Office Leave

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

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

Certificated employees returning from Public Office Leave shall be placed on the salary schedule one step higher than the previous full year's placement, unless the certificated employee is already at the highest salary based on his/her experience and training.

ARTICLE 23 Emergency Leave

The District shall provide emergency leave at full pay when unavoidable absence is due to (but not limited to) weather, serious accident, transportation delay, acute unanticipated home maintenance problems, or threat to property. Emergency leave may be granted by the Superintendent when situations occur that are not identified in this Article. An emergency is defined as suddenly precipitated or of

such a nature that pre-planning or rescheduling is not possible. Emergency leave may be granted in increments of not less than one-half (1/2) day when an emergency occurs.

ARTICLE 24

Parental Leave

Section 1. Family Medical Leave

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

Section 2. Family Leave

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

ARTICLE 25

Temporary Military Leave

Temporary military leave shall be granted by the Superintendent to regular full-time certificated staff members during the school year upon written request of the military authority stating reasons why the service cannot be fulfilled during non-school hours.

A copy of the request and a copy of the military orders shall be filed with the Personnel Department. When such leave is approved, the employee shall receive his/her regular District salary less any compensation received from the military for the leave period.

ARTICLE 26

Legal Leave

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

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

ARTICLE 27
Professional Leave

Professional development leave is defined as:

- a. Attending meetings, conferences, or workshops of professional, educational, and teachers' organizations.

The District will establish a Professional Development Leave Bank with annual contributions of \$70.00 for each bargaining unit member employed by the District. Such funds will be used to either partially or wholly fund teacher requests for professional leave. Funding levels will be determined by the Professional Development Committee. Any funds not expended in a given year shall be carried over to the next year.

Individual access to leave days from the district bank shall be limited to five days each school year.

At least 25% of the allocations to the Professional Development Leave Bank shall be reserved for the second semester.

Professional development leave shall be taken under the following conditions:

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

The JEA President (or designee) will sit on the Professional Development Committee. The President, upon request, can receive an accounting of the Professional Development Leave Bank. The district shall maintain and make available to the association a database of professional leave usage across the district. The data collected shall include member name, year of award, amount of award, its purpose and name of the member's school or program.

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

ARTICLE 28
Civic Leave

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

ARTICLE 29

Vandalism and Personal Property Damage

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

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

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

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

ARTICLE 30

Association Representation

Section 1. District Committees

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

Section 2. Right to Research

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

ARTICLE 31

District and Building Committees

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

When the District and/or Schools create committees, including but not limited to District calendar, budget, staffing, curriculum or student performance assessments, the committee shall have the involvement of certified employees. The association shall be requested to solicit participation from the membership for said committees.

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

ARTICLE 32

Safety

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

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

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

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

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

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

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

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

Appended to this Agreement is additional information concerning student discipline. The material is extracted from the current Staff Handbook and from School Board Policy. It is included for information purposes only and is not subject to the grievance procedure.

Provisions of the Staff Handbook and/or School Board Policies not in conflict with the terms of this Agreement may be changed at any time, using normal change procedures.

ARTICLE 33

Grievance Procedure

Section 1. Definitions

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

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

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

Section 2. Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Application of time limits begins when such informal communications fail to satisfy the employee. Should such informal processes fail to satisfy the employee within fifteen (15) work days of the initial communication, then a grievance may be processed as follows:

Step 1. The employee shall present the grievance in writing within thirty (30) work days, excluding summer vacation, after the aggrieved person knew of the act or condition on which the grievance is based. The certificated employee shall state alleged violation, all pertinent information and resolution sought, to the employee's supervisor on the approved grievance form who will arrange for a meeting to take place within five (5) work days after receipt of the grievance. The supervisor must

provide the aggrieved certificated employee with a written answer stating alleged violation, all pertinent information and rationale supporting the response, on the grievance within five (5) workdays after the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance, and this right shall apply to each succeeding step in the grievance procedure.

Step 2. If the grievance is not resolved at Step 1, then the aggrieved shall refer the grievance in writing, stating alleged violation, all pertinent information, and the supervisor's response to the Superintendent or his/her official designee within ten (10) workdays after the receipt of Step 1 answer. The Superintendent shall arrange for a meeting with the aggrieved to take place within ten (10) workdays after his/her receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have ten (10) workdays in which to provide his/her written decisions to the aggrieved.

Step 3. If the grievance is not resolved at Step 2, then the aggrieved shall refer the grievance in writing, setting forth the nature of the grievance, all pertinent information, and the basis for appeal from the decision of the Superintendent to the President of the School Board (copy to Superintendent) within five (5) work days after receipt of the Step 2 answer. The President of the School Board shall, within five (5) workdays, appoint a panel of three (3) members to conduct a hearing within the (10) work days. All information used as evidence in the grievance shall be made available to both parties. The hearing shall be informal and technical rules of evidence will not be observed. The hearing may be in private, whenever it involves consideration of matters that are required to be confidential by law. In other situations, the hearing shall be held in private at the option of the employee, to the extent permitted by the Alaska Open Meetings Act. A tape recording of the hearing shall be made. Upon conclusion of the hearing, the panel shall present their findings and make recommendation to the Board. A decision will be rendered at the next regular Board meeting. The aggrieved shall be given a decision in writing from the Board within five (5) work days after the next regular School Board meeting or twenty (20) work days following the hearing, whichever is first. Such statement shall contain a brief summary of the Board's findings and the conclusion reached.

Step 4. If the grievance is not resolved at Step 3, the grievance at the discretion of the Association may be submitted to an arbitrator within thirty (30) workdays, excluding summer vacation, of the receipt of the response of the Board of Education. The Arbitrator will be selected according to rules of the American Arbitration Association. The grievance will be resolved according to the rules of the American Arbitration Association. Each party shall bear its own costs, and the costs of the Arbitrator shall be shared equally by the Association and the District.

Section 3. Personnel Files

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

Section 4. No Reprisals

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

Section 5. Implementation

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

ARTICLE 34

Teacher Evaluation

Teachers shall be evaluated in accordance with Alaska Statutes, the District evaluation policy and the procedures outlined in the Certified Staff Evaluation System. The Certified Staff Evaluation System is located on the JSD web site or may be requested from the Human Resources office. The teacher must be informed of the right to review each written evaluation prior to its deposit in the personnel file and of the right to comment in writing on any matter contained in it.

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

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

ARTICLE 35

Association Security

Section 1. Payroll

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

JEA dues (see Appendix H)

Tax deferred or sheltered annuity programs

Agency fee as defined in section 4.

Health Insurance Costs as assessed by JEA as authorized by individual employee

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

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

Section 2. Use of School Facilities and Equipment

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

the District.

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

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

Section 3. Association Right to the Board Agenda

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

Section 4. Agency Fee

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

parties shall meet as promptly as is reasonably feasible to negotiate a replacement for an invalidated or questioned provision.

- H. The Association shall indemnify and hold the Board, the Juneau School District and their employees and agents acting on behalf of the District harmless for all liability that arises, and shall pay all costs and attorneys' fees incurred, as a result of any action taken, or alleged to have been taken, by the Board or the District to comply with this Section. This indemnification shall not apply to any claim, demand, suit or other form of liability that may arise solely as a result of any negligence or willful misconduct by the Board.

- I. Any member of the bargaining unit who is not an Association member during the 1998- 1999 school year and who is retained for future employment with the District shall be entitled to make an annual charitable donation to United Way or a contribution to a scholarship fund designated by the Association in an amount equivalent to the dues uniformly required of members of the Association, in lieu of paying a representation fee to the Association. This option must be exercised by the deadline for returning Hudson objection forms.

ARTICLE 36

Miscellaneous Working Conditions

Section 1. Telephones

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

Section 2. Vending Machines

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

Section 3. Parking

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

Section 4. Mileage

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

Section 5. Association Business

The President and the grievance officer of the Association may use any non-instructional time for conducting Association business. In exceptional cases other times may be arranged by agreement

between the President and his/her building principal as well as the grievance officer and his/her building principal. Any business that takes the President or the grievance officer from the building shall be arranged with the building principal.

Section 6. Discretionary Funds

The School Board shall allocate a discretionary materials fund in the amount of \$225.00 per certificated employee per school year, to be used by each employee for incidental class- related expenses. Discretionary funds shall be separate and distinct from other departmental or grade level funds. There shall be no connection between discretionary funds and funds intended for regular budgetary disbursement in each building.

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

Section 7. Per Diem

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

ARTICLE 37

Contracts

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

Section 1. Terms of Contract

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

Section 2. Issuing Contracts

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

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

Section 3. Mid-Year Adjustment

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

Section 4. Horizontal Movement

- A. The primary purpose of education steps on the salary schedule is to encourage teachers to engage in education activities which might predictably benefit the District by:
- a) resulting in improvement of the teachers' performance of their professional duties in the district, or
 - b) preparing teachers to assume different educational duties within the District, or
 - c) enhancing the probability of interdisciplinary cooperation and interaction by improving teachers' awareness and knowledge of fields outside of their major field(s) of specialization, or
 - d) improving teachers' performance as coaches or advisors of extra duty assignment activities, or
 - e) improving teachers' general educational background.
- B. Credits granted by the college to a teacher after June 29, 1991, will be accepted according to the following criteria:

Courses in education or courses that are directly related to that teacher's educational role in the District shall be allowed.

Credits from courses that would otherwise have been allowable shall not be disallowed because the teacher's educational role was changed after enrolling in the course(s).

- C. When a teacher has been admitted into a college degree program in a field within the scope of Section 2, all those credits from courses required or recommended by the college or the teacher's college advisor for completion of the degree program shall be allowed.

Credits from courses recommended or required for completion of a degree program that would otherwise have been allowable shall not be disallowed because the teacher's educational role was changed after being admitted to the degree program.

- D. An education plan, that may include preparing a teacher for a different educational role, may be approved by the Superintendent. Credits from courses taken pursuant to an educational plan that has previously been approved shall be allowed.
- E. Credits granted by colleges to teachers prior to June 29, 1991, shall be accepted upon submission in accordance with the Negotiated Agreement for July 1, 1988 through June 30, 1990.
- F. A teacher may, but is not required to, request the Superintendent to approve in advance, credits from a specific course or groups of courses. Such requests shall be made to the Superintendent's Office. The Superintendent or his/her designee shall deliver to the teacher a statement of approval or disapproval together with reasons request. If no decision is delivered within fourteen (14) days, the request shall be deemed to have been approved.
- G. Upon submission to the Superintendent's Office of notice of additional credits obtained, the Superintendent shall determine allowability of credits in accordance with the relevant sections of this article. Teachers shall be encouraged to support allowance of credits to assist the Superintendent in determining allowance.

The Superintendent shall deliver to the teacher a statement of this determination within (14) calendar days of notice by the teacher, except that whenever this determination would lead to denial of movement on the salary schedule, the statement of determination shall be delivered within seven (7) days.

Teacher's individual contracts shall be amended in accordance with Article 37, Sections 2 and 3 to reflect college credits obtained.

Official college transcripts shall be accepted as evidence of credits obtained. The Superintendent may accept other evidence, such as grade reports, at his/her discretion when official transcripts have been requested, but have not yet been received.

Teachers shall be encouraged to submit additional information such as college descriptions when the information contained on the transcripts is insufficient to determine allowance of credits into the proper categories.

In the absence of such additional information, the Superintendent shall treat the course as being in the field suggested by the Department name. For example, EDUC 121 would be accepted as a course in education; HIST would be accepted as a course in social studies, etc.

- H. The Committee established shall continue to exist for the duration of this Negotiated Agreement.

After the Committee's purpose has been fulfilled, the committee shall serve to articulate intent, suggest improvements to the Agreement and its functioning and to function as an appeal board. The Committee's purview in the above matter shall be limited to Sections 1 through 10 of this Appendix.

The four teacher members, the two administrative members, and the one Board member, or

appointee, may be replaced by the Association, by the Superintendent, or by the Board, respectively. The parties recognize the desirability of maintaining a reasonable degree of continuity on the committee and of choosing, where possible, members representing a wide variety of educational roles.

- I. The teacher may appeal the decision of the Superintendent to the Appeal Board within seven (7) working days of the Superintendent's denial.

The Appeal Board shall meet within fourteen (14) working days during the academic school year with the teacher in a closed session.

The appeal Board will render a decision in writing within three (3) days. That decision is binding.

- J. A course shall be considered to be directly related to a teacher's education role whenever the course:
 - a. is broadly in subject area taught by the teacher (for example -history, geography, political science, courses, etc., for a social studies teacher; or physics, chemistry, biology, fisheries science, geology courses, etc., for a science teacher); or,
 - b. is in a subject which is generally considered necessary for the understanding of a subject area taught by the teacher (for example -drafting for an industrial arts teacher; or mathematics for a science teacher); or,
 - c. acquaints the teacher with practical applications or careers which use, to a substantial degree, knowledge from a field taught by the teacher (for example -journalism for a language arts teacher, science courses for a mathematics teacher, courses which survey careers in appropriate fields); or,
 - d. develop skills which are used in conveying information or skills to students (for example -courses in speech, writing, drawing, audio-visual media, etc.); or,
 - e. better prepares the teacher to interact with students to accommodate their psychological needs (for example -courses in psychology, counseling, human relations); or,
 - f. prepares the teacher to deal with problems of health or safety (for example, first-aid courses); or,
 - g. otherwise is directly related to the teacher's educational role in the District, including improving performance as coaches or advisors of extra-duty activities as assigned pursuant to Article 10.

ARTICLE 38

Cost and Distribution of Agreement

The District will provide the Association with fifty (50) printed copies of this Agreement. The Agreement will be available on the District web site within ten (10) workdays following approval by the Board of Education.

ARTICLE 39

Wages

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

The salary schedule for 2013-2014 shall be the 2012-2013 schedule adjusted by 1.5% plus an additional \$1,447 for each cell. The salary schedule for 2014-2015 shall be the 2013-2014 salary schedule adjusted by 1.0% for each cell.

The revised 2013-2014 salary schedule shall become effective on the 92nd day of the contract.

In addition, each teacher shall be paid a lump sum calculated as follows:

- 1.) The lump sum shall be \$727.46.
- 2.) It shall be paid proportionally to the member's full-time equivalency under contract.
- 3.) This shall be paid to all members under contract as of January 10, 2014.
- 4.) It shall be paid on a regularly scheduled payroll day between 21 and 35 days after ratification.

School year pay periods will be bi-weekly.

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

C. A certified employee's total creditable years of experience shall be the sum of:

1. each year of teaching or comparable experience as determined by the District in an Alaskan school, whether operated by a school district, the State, or the BIA;
2. each year of teaching or comparable experience as determined by the District in a nationally-or state-accredited school outside Alaska, including overseas schools;
3. each year of documented teaching or comparable experience as determined by the District requiring teacher certification in the military, Peace Corps, or VISTA.

D. The sum of the years in Section C is subject to the following limitations:

1. teachers may not count the 1995-96 school year's teaching experience as a part of his/her creditable years of teaching experience for salary schedule placement,
2. teachers hired after May 1, 1996, may apply no more than an adjusted total of four creditable

years of teaching experience toward initial placement on the salary schedule.

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

Direct coordination of 3 to 4 special education para-educators will receive a semester added duty contract of \$750; direct coordination of 5 —6 special education para-educators will receive a semester added duty contract of \$1,000 and direct coordination of 7 or more special education para-educators will receive a semester added duty contract of \$1,500.
- K. All training, preparation to deliver training, or non-classroom assigned teaching responsibilities which occur outside of the individual's contract day shall be compensated at a rate of \$250.00 per day based on a 7.5 hour work day or prorated by hour.

Any assigned teaching responsibilities which occur beyond the 183-day individual's contract time shall be compensated at the individual's per diem hourly rate of pay as per the Negotiated Agreement.

ARTICLE 40

Duration

This agreement shall be in effect from July 1, 2013, to June 30, 2015.

ARTICLE 41

No Child Left Behind

A teacher who is required, pursuant to the Elementary and Secondary Education Act (E.S.E.A.), to be “highly qualified” for a teaching assignment (as defined by the E.S.E.A. and the Alaska Department of Education) and is not “highly qualified” for their current teaching assignment shall be granted by seniority the first vacancy for which he or she is eligible. If there is no vacancy for which the teacher is “highly qualified”, the District shall place the teacher in a position for which he or she is “highly qualified” by seniority.

The District will implement the HOUSSE as one option to determine federally highly qualified according to adopted State of Alaska HOUSSE rules. Note: the HOUSSE applies only to elementary, middle and high school teachers who were teaching prior to the 2002- 03 school year.

The District shall provide one of the following options at the District’s expense after consultation with the teacher:

- One PRAXIS exam for each subject and/or program for which a certified teacher is assigned.
- Professional development and/or course work as determined appropriate

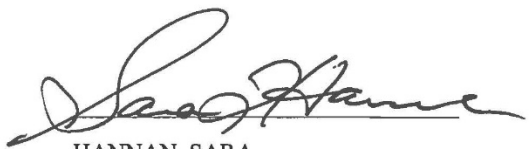
A teacher who has been recognized as “highly qualified” under the E.S.E.A. by the District or another Alaska school district shall be recognized as “highly qualified for the duration of his/her employment for the content area in which the teacher received said designation

TA 1/27/14

ARTICLE 42
Execution Signatures

Juneau Education Association

City & Borough of Juneau Board of Education



HANNAN, SARA



GELBRICH, GLENN



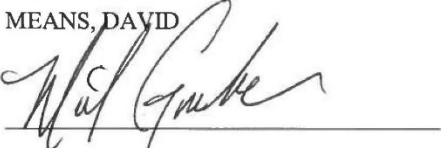
BASS, RICKY



MEANS, DAVID



SHURSON, CAROL



GRUBBS, MICHAEL



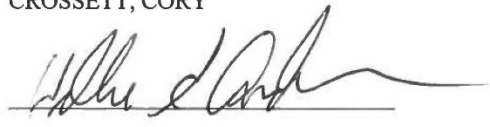
THOMPSON, MICHELE



DICK, CHRISTINA



CROSSETT, CORY



ANDERSON, WILLIE

Appendix A

Definitions

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

Appendix B
Juneau Education Association Salary Schedule
2013/2014 School Year

Hired	B+0		B+18		B+29		M+0		M+18	
Prior to 5/1/96 (JEA1)	B+0		B+18		B+29		M+0		M+18	
AFTER 5/1/96 (JEA2)	B+0		B+18		M+0 B+36		M+18 B+54		M+36 B+72	
Step	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily
0	48,201 263.39	49,011 267.82	51,029 278.85	53,142 290.39	54,368 297.09					
1	49,452 270.23	50,286 274.79	52,364 286.14	54,541 298.04	55,805 304.95					
2	50,740 277.27	51,599 281.96	53,741 293.67	55,982 305.91	57,284 313.03					
3	52,068 284.52	52,951 289.35	55,159 301.42	57,466 314.02	58,808 321.36					
4	53,435 291.99	54,346 296.97	56,618 309.39	58,994 322.37	60,377 329.93					
5	54,843 299.69	55,780 304.81	58,123 317.61	60,569 330.98	61,994 338.77					
6	56,294 307.62	57,258 312.89	59,671 326.07	62,191 339.84	63,657 347.85					
7	57,787 315.78	58,780 321.20	61,265 334.78	63,862 348.97	65,372 357.22					
8	59,324 324.17	60,349 329.78	62,908 343.76	65,583 358.38	67,137 366.87					
9	60,911 332.85	61,965 338.61	64,600 353.01	67,356 368.07	68,956 376.81					
10	60,911 332.85	63,630 347.70	66,343 362.53	69,182 378.04	70,829 387.04					
11	60,911 332.85	65,343 357.07	68,139 372.34	71,063 388.32	72,760 397.60					
12	60,911 332.85	67,109 366.72	69,988 382.45	72,998 398.90	74,746 408.45					
13	60,911 332.85	68,927 376.65	71,892 392.85	74,993 409.80	76,795 419.64					
14	60,911 332.85	68,927 376.65	73,854 403.57	77,048 421.03	78,903 431.16					
15	62,542 341.76	68,927 376.65	73,854 403.57	79,165 432.60	81,074 443.03					
16	62,542 341.76	70,800 386.89	75,874 414.61	81,344 444.50	83,311 455.25					
17	62,542 341.76	70,800 386.89	75,874 414.61	83,597 456.81	85,633 467.94					
18				84,755 463.14	86,821 474.43					

Placement on Salary Scale:

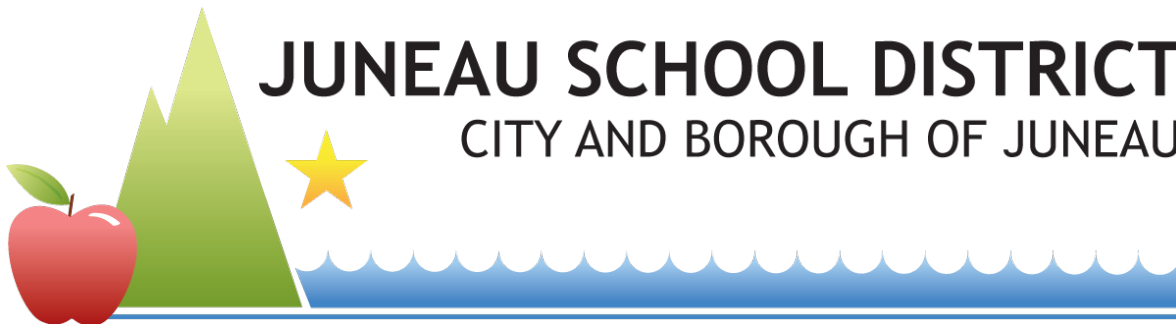
1. The educational requirements for horizontal advancement of all teachers hired prior to May 1, 1996, are specified in Article 40, Section G.
2. Teachers newly hired for the Juneau School District effective with the 2006/07 school year may apply for an adjusted total of ten (10) creditable years of teaching experience toward initial placement on the salary schedule, of which a maximum eight(8) years may be out-of-state experience with a master's degree and a maximum six(6) years may be out-of-state experience with a bachelor's degree.

Appendix C
Juneau Education Association Salary Schedule
2014/2015 School Year

Hired					
Prior to 5/1/96 (JEA1)	B+0	B+18	B+29	M+0 B+40	M+18 B+58
AFTER 5/1/96 (JEA2)	B+0	B+18	M+0 B+36	M+18 B+54	M+36 B+72
Step	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily	Annual/ Daily
0	48,683 266.03	49,501 270.50	51,539 281.63	53,673 293.30	54,912 300.07
1	49,947 272.93	50,789 277.54	52,888 289.01	55,086 301.02	56,363 307.99
2	51,247 280.04	52,115 284.78	54,278 296.60	56,542 308.97	57,857 316.16
3	52,589 287.37	53,481 292.25	55,711 304.43	58,041 317.16	59,396 324.57
4	53,969 294.91	54,889 299.94	57,184 312.48	59,584 325.60	60,981 333.23
5	55,391 302.68	56,338 307.86	58,704 320.79	61,175 334.29	62,614 342.15
6	56,857 310.69	57,831 316.02	60,268 329.33	62,813 343.24	64,294 351.33
7	58,365 318.93	59,368 324.42	61,878 338.13	64,501 352.46	66,026 360.80
8	59,917 327.42	60,952 333.07	63,537 347.20	66,239 361.96	67,808 370.54
9	61,520 336.17	62,585 341.99	65,246 356.54	68,030 371.75	69,646 380.58
10	61,520 336.17	64,266 351.18	67,006 366.15	69,874 381.83	71,537 390.91
11	61,520 336.17	65,996 360.63	68,820 376.07	71,774 392.21	73,488 401.57
12	61,520 336.17	67,780 370.38	70,688 386.27	73,728 402.89	75,493 412.53
13	61,520 336.17	69,616 380.42	72,611 396.78	75,743 413.90	77,563 423.84
14	61,520 336.17	69,616 380.42	74,593 407.61	77,818 425.23	79,692 435.48
15	63,167 345.17	69,616 380.42	74,593 407.61	79,957 436.92	81,885 447.46
16	63,167 345.17	71,508 390.75	76,633 418.76	82,157 448.95	84,144 459.80
17	63,167 345.17	71,508 390.75	76,633 418.76	84,433 461.38	86,489 472.62
18				85,603 467.78	87,689 479.17

Placement on Salary Scale:

1. The educational requirements for horizontal advancement of all teachers hired prior to May 1, 1996, are specified in Article 40, Section G.
2. Teachers newly hired for the Juneau School District effective with the 2006/07 school year may apply for an adjusted total of ten (10) creditable years of teaching experience toward initial placement on the salary schedule, of which a maximum eight(8) years may be out-of-state experience with a master's degree and a maximum six(6) years may be out-of-state experience with a bachelor's degree.



JUNEAU SCHOOL DISTRICT

CITY AND BOROUGH OF JUNEAU

SALARY PLACEMENT STATEMENT
for
CERTIFICATED EMPLOYEE
20xx – 20xx School Year

EMPLOYEE NAME: Last, First M.

SOCIAL SECURITY NO: 123-45-6789

ASSIGNMENT: Subject (1.0 FTE) (location)

EFFECTIVE START DATE: August XX, 20XX

EXPLANATION: **RENEWAL OF TEACHING CONTRACT**

PLACEMENT: (range) (step) (union)

SALARY: \$«SALARY».00 Paid Days (000)

DAILY RATE: \$«DAILY»

FTE/ACCOUNT CODING: (1.0) («ACCT_CODE_1»)

The election to receive your annual salary over either a 9-month period or 12-month period must be made prior to the first day of work for the school year. The election is irrevocable for the entire school year and cannot be changed until the next contract renewal period. ****IF YOU DO NOT SELECT EITHER OPTION, YOU WILL BE PAID ACCORDING TO THE 9- MONTH PAYMENT OPTION. ****

Bi-weekly installments for 9 months **Bi-weekly installments for 12 months**

If you elect the 12-month payment option, your compensation will be paid in bi-weekly installments, throughout the school year and the remainder of the compensation for the contract year will be paid in a lump sum no later than June 30th.

If you experience a “separation from service”, as that term is defined in section 1.409A-1(h) of the Treasury Regulations, before the end of the contract period, the amount that you have actually earned but have not yet been paid will be included in your final paycheck.

PROVISIONS/CONDITIONS – Provisions found in the employee’s official Juneau School District “master” contract are legal and binding between the District and employee. The employee shall be entitled to benefits as designated by Alaska Statute, rules and regulations, the Juneau School District policy and procedures, and collective bargaining agreement. The employee shall abide by the code of ethics and professional teaching standards adopted by the Professional Teaching Practices Commission.

Employee Signature

Date

District Representative

Date

APPENDIX E

JUNEAU SCHOOL DISTRICT CITY AND BOROUGH OF JUNEAU

CERTIFIED EMPLOYEES' CONTRACT

This contract between the City and Borough of Juneau School District hereinafter referred to as the DISTRICT, and , SS# , hereinafter referred to as the TEACHER for the assignment at subject to the right of the District to reassign or transfer the teacher in accordance with the terms of the Policy Manual and the Negotiated Agreement. FTE: Account code:.

WITNESSETH

It is mutually agreed between the DISTRICT and the TEACHER in consideration of the promises and covenants herein contained:

THAT THE TEACHER WILL:

- 1. Perform the duties of TEACHER in the schools operated by the DISTRICT during the school year, beginning said employment on the day of , for a total of days in session. Be responsible for such extra-duty assignments as are made at the time of the issuance of this contract or at a later date during the term of this agreement. Such assignment contracts will be attached to and made a part of this contract.

THAT THE DISTRICT WILL:

- 2. Pay the TEACHER an annual salary in the amount of \$, to be paid in (Teacher is to check option A or B below):
• The election to receive your annual salary over either a 9-month period or 12-month period must be made prior to the first day of work for the school year. The election is irrevocable for the entire school year and cannot be changed until the next contract renewal period. **IF YOU DO NOT SELECT EITHER OPTION, YOU WILL BE PAID ACCORDING TO THE 9-MONTH PAYMENT OPTION.**

- A. BI-WEEKLY INSTALLMENTS FOR 9 MONTHS [] B. BI-WEEKLY INSTALLMENTS FOR 12 MONTHS []

- If you elect the 12-month payment option, your compensation will be paid in bi-weekly installments, throughout the school year and the remainder of the compensation for the contract year will be paid in a lump sum no later than June 30th.
• If you experience a "separation from service", as that term is defined in section 1.409A-1(h) of the Treasury Regulations, before the end of the contract period, the amount that you have actually earned but have not yet been paid will be included in your final paycheck.

AND THAT THE TEACHER AND THE DISTRICT AGREE TO BE BOUND BY THE FOLLOWING CONDITIONS:

- 3. Placement on the salary schedule at the time of employment is . This placement reflects the holding of a degree and at least years of teaching experience.
4. The per diem rate being \$.
5. The term "TEACHER" as employed herein is defined in relevant portions of Alaska Statutes, Title 14.
6. The TEACHER and the DISTRICT agree to abide by Title 14, Alaska Statutes, Regulations of the Department of Education; the PTPC Code of Ethics and Regulations; and the Negotiated Agreement between the DISTRICT and JUNEAU EDUCATION ASSOCIATION. Copies will be distributed to the teacher by the DISTRICT.
7. The TEACHER, within 60 days of initial employment and periodically as required by State law or as required by the DISTRICT, must file a current medical certificate with the DISTRICT.
8. The TEACHER must hold a valid Alaska Teaching Certificate at the time of entrance on duty and maintain said Certificate while employed by the DISTRICT.
9. The DISTRICT reserves the right to transfer the TEACHER to another assignment according to the provisions of the Negotiated Agreement.
10. As required by AAC 18.010 (a) (6) the TEACHER authorizes deductions for Teachers' Retirement System.
11. This contract may be terminated without liability to the DISTRICT should the TEACHER fail to discharge the duties imposed either through incapacity or disability or for cause as defined in AS 14.20.170. Before the DISTRICT may terminate such contract, the TEACHER shall be given at least fifteen (15) calendar days written notice of termination and shall be given an opportunity to request a hearing pursuant to By-Laws of the DISTRICT and AS 14.20.180. Upon notice of termination, a TEACHER who requests a hearing may be suspended from duty pending a hearing and final decision thereon; however, such suspension shall only be with full pay.
12. The contract may be terminated without liability to the DISTRICT should it become necessary to eliminate the position because of decreased enrollment, provided that at least thirty (30) days prior written notice is given. In case of hardship, the DISTRICT may, in its discretion, afford such compensation as it deems necessary, not to exceed payment for twenty (20) days of service at regular contract per diem rate.
13. This contract may be terminated or amended by mutual consent upon application of the party.
14. TEACHER acknowledges teacher's obligation to either become a member of the Juneau Education Association or to pay the Association a representation fee as a condition of teacher's employment with the Juneau School District, subject to any right of objection or alternative payment recognized by law or the negotiated agreement between the Juneau School District and the Juneau Education Association. Teacher authorizes the automatic deduction from the teacher's monthly salary an amount in proportion to the teacher's FTE of the full amount of the union dues that year. Those teachers objecting and requesting the reimbursement of the non-chargeable amounts will be refunded that amount by the JEA Treasurer or NEA-Alaska when it is known.
15. This contract is subject to the Negotiated Agreement between the DISTRICT and the JUNEAU EDUCATION ASSOCIATION. If there are any conflicts or differences between the terms of said Agreement and the terms of this Contract, the terms of the Negotiated Agreement shall be controlling.

ACCEPTANCE

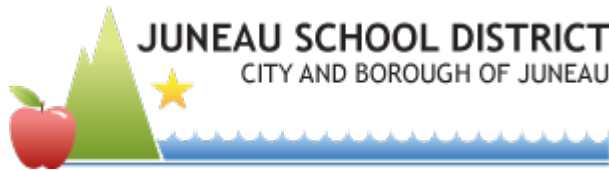
I hereby accept this offer of employment and the conditions contained herein.

ACCEPTANCE DATE: SIGNATURE OF TEACHER:

Acceptance by the DISTRICT is necessary before this contract becomes binding on the DISTRICT. The above contract is hereby validated on behalf of the DISTRICT.

VALIDATION DATE: BOARD MEMBERS: BOARD MEMBERS

APPENDIX F



EXTRA DUTY CONTRACT

This contract, entered into by and between the Juneau School District, hereinafter referred to as Employer, and _____ SSN: _____ hereinafter referred to as Employee

SCHOOL DISTRICT EMPLOYEE Certified Classified Other

_____ Non-District Employees are required to report to the Personnel Non-District Employee Office within 5 days of issue dates. Initials

I hold a current Alaska State coaching certificate

The employee agrees to abide by all tenets and regulations as set forth in the Juneau School District Board Policies and Administrative Regulations, and the Professional Teaching Practices Commission Code of Ethics.

Further, be it understood and agreed that this contact is a separate instrument and not to be construed as an addendum to a teaching contract, is not a continuing contract, and is valid for the dates specified only.

The Employee agrees to perform the extra duty assignment of _____

Beginning _____ and ending ___ or when the mutually agreed upon job description is fulfilled; and to be in compliance with and bound by all aspects of Article 10 of the teachers' negotiated agreement.

The Employer agrees to pay the Employee a salary of \$ _____, as specified in the certified employees' negotiated agreement, upon successful completion of said duty/ies and verified by the Building Principal. Retirement deductions will be T.R.S. for certified employees, P.E.R.S./F.I.C.A. for Classified employees, and F.I.C.A. for non-district employees. Payment will be made within the calendar year the work was performed.

_____	_____	_____	_____
School	Employee's Signature	Date	
_____	_____	_____	_____
Building Principal Signature	Date	JEA Representative Signature	Date

Account Code: _____

Upon completion of the contract and all duties required the building activities supervisor should sign below as authorization to pay. Provide a copy to all departments indicated.

_____	_____	_____
Building Activities Supervisor	Date	% work completed

APPENDIX G

Article 10 - Section 2 Compensation							Revised 3/3/2009				
RANGE	1	2	3	4	5	6	7	8	9	10	
Head Coaches/Advisors	375	475	700	1000	1500	2000	2500	3100	3500	4500	
RANGE	1A	2A	3A	4A	5A	6A	7A	8A	9A	10A	
Assistant Coaches/Advisors	338	350	525	713	1,013	1,425	1,650	2,025	2,550	3,338	
Activities	HS	MS	ES				Activities	HS	MS	ES	
Academic Decathlon Advisor	6						Model UN Advisor	3			
Baseball Head	9						National Oceans Science Bowl	3			
Baseball Assistant Coach	9A						Pep Band Advisor	5			
Basketball Boys Head Coach	10	5					Robotics	3			
Basketball Boys Assistant Coach	10A	5A					Science Olympiad Advisor	3			
Basketball Girls Head Coach	10	5					Senior Class Advisor (2 advisors)	3			
Basketball Girls Assistant Coach	10A	5A					Soccer Boys Head Coach	9	3		
Basketball Intramural Coach		4	2 middle/bldg				Soccer Boys Assistant Coach	9A	3A		
Cheerleading Basketball Head Coach	7						Soccer Girls Head Coach	9			
Cheerleading Basketball Asst Coach	7A						Soccer Boys Assistant Coach	9A	3A		
Cheerleading Football Coach	4						Softball Head Coach	9			
Cheerleading Football Asst. Coach	4A						Softball Asst Coach	9A			
Clubs (listed below)	3	2	1				Sophomore Class Advisor (2 advisors)	3			
Cross Country Running Head Coach	8	4					Spring Musical Advisor	8	5		
Cross Country Running Asst Coach	8A	4A					Student Government Advisor	8	5		
Debate/Forensics Coach	8						Swim Team Head Coach	10			
Dive Coach	7						Swim Team Asst Coach	10A			
Drama Team Coach	8	2					Tennis Head Coach	8			
Dance/Drill Team Coach	9						Tennis Asst Coach	8A			
Dance/Drill Team Asst Coach	9A						Track & Field Head Coach	9	4	2	
Football Head Coach	10						Track & Field Asst Coach (3 assts)	9A	4A	middle/bldg 2	
Football Asst Coach	10A						Volleyball Head Coach	10	5	middle/bldg	
Freshman Class Advisor (2 advisors)	3						Volleyball Asst Coach	10A	5A		
Hockey Head Coach	10						Volley Intramural Coach		3	middle/bldg 2	
Hockey Asst Coach	10A						Wrestling Head Coach	10	5	2	
Honor Music Advisor Band	5						Wrestling Asst Coach	10A	5A	middle/bldg	
Honor Music Advisor Choir	5						Yearbook		5		
Intramurals	2										
Jazz Band		3					High School Clubs - e.g. Alpine, Art, Archery, Auto, Broadcast Journalist, Interact, Homebuilders,				
Junior Class Advisor (2 advisors)	3						Metals National Honor Society, Rifle, Video.				
Math Counts		2					Middle School Clubs e.g. Art, Chess, Young Entrepreneurs.				

Appendix H

Horizontal Movement Criteria

Section 1.

The primary purpose of education steps on the salary schedule is to encourage teachers to engage in education activities which might predictably benefit the District by:

- a. resulting in improvement of the teachers' performance of their professional duties in the district, or
- b. preparing teachers to assume different educational duties within the District, or
- c. enhancing the probability of interdisciplinary cooperation and interaction by improving teachers'
- d. awareness and knowledge of fields outside of their major field(s) of specialization, or
- e. improving teachers' performance as coaches or advisors of extra duty assignment activities, or
- f. improving teachers' general educational background.

Section 2.

Credits granted by the college to a teacher after June 29, 1991, will be accepted according to the following criteria:

Courses in education, or courses that are directly related to that teacher's educational role in the District shall be allowed.

Credits from courses that would otherwise have been allowable shall not be disallowed because the teacher's educational role was changed after enrolling in the course(s).

Section 3.

When a teacher has been admitted into a college degree program in a field within the scope of Section 2, all those credits from courses required or recommended by the college or the teacher's college advisor for completion of the degree program shall be allowed.

Credits from courses recommended or required for completion of a degree program that would otherwise have been allowable shall not be disallowed because the teacher's educational role was changed after being admitted to the degree program.

Section 4.

An education plan, that may include preparing a teacher for a different educational role, may be approved by the Superintendent. Credits from courses taken pursuant to an educational plan that has previously been approved shall be allowed.

Section 5.

Credits granted by colleges to teachers prior to June 29, 1991, shall be accepted upon submission in accordance with the Negotiated Agreement for July 1, 1988 through June 30, 1990.

Section 6.

A teacher may, but is not required to, request the Superintendent to approve in advance, credits from a specific course or groups of courses. Such requests shall be made to the Superintendent's Office. The Superintendent or his/her designee shall deliver to the teacher a statement of approval or disapproval together with reasons for the disapproval not more than fourteen (14) calendar days after receipt of the request. If no decision is delivered within fourteen (14) days, the request shall be deemed to have been approved.

Section 7.

Upon submission to the Superintendent's Office of notice of additional credits obtained, the Superintendent shall determine allowability of credits in accordance with the relevant sections of this article. Teachers shall be encouraged to support allowance of credits to assist the Superintendent in determining allowance.

The Superintendent shall deliver to the teacher a statement of this determination within (14) calendar days of notice by the teacher, except that whenever this determination would lead to denial of movement on the salary schedule, the statement of determination shall be delivered within seven (7) days.

Teacher's individual contracts shall be amended in accordance with Article 37, Sections 2 and 3 to reflect college credits obtained.

Official college transcripts shall be accepted as evidence of credits obtained. The Superintendent may accept other evidence, such as grade reports, at his/her discretion when official transcripts have been requested, but have not yet been received.

Teachers shall be encouraged to submit additional information such as college descriptions when the information contained on the transcripts is insufficient to determine allowance of credits into the proper categories.

In the absence of such additional information, the Superintendent shall treat the course as being in the field suggested by the Department name. For example, EDUC 121 would be accepted as a course in education; HIST would be accepted as a course in social studies, etc.

Section 8.

The Committee established shall continue to exist for the duration of this Negotiated Agreement.

After the Committee's purpose has been fulfilled, the committee shall serve to articulate intent, suggest improvements to the Agreement and its functioning and to function as an appeal board. The Committee's purview in the above matter shall be limited to Sections 1 through 10 of this Appendix.

The four teacher members, the two administrative members, and the one Board member, or appointee, may be replaced by the Association, by the Superintendent, or by the Board, respectively. The parties recognize the desirability of maintaining a reasonable degree of continuity on the committee and of choosing, where possible, members representing a wide variety of educational roles.

Section 9.

The teacher may appeal the decision of the Superintendent to the Appeal Board within seven (7) working days of the Superintendent's denial.

The Appeal Board shall meet within fourteen (14) working days during the academic school year with the teacher in a closed session.

The appeal Board will render a decision in writing within three (3) days. That decision is binding.

Section 10.

A course shall be considered to be directly related to a teacher's education role whenever the course:

- a. is broadly in subject area taught by the teacher (for example - history, geography, political science, courses, etc., for a social studies teacher; or physics, chemistry, biology, fisheries science, geology courses, etc., for a science teacher);

or,

- b. is in a subject which is generally considered necessary for the understanding of a subject area taught by the teacher (for example - drafting for an industrial arts teacher; or mathematics for a science teacher);

or,

- c. acquaints the teacher with practical applications or careers which use, to a substantial degree, knowledge from a field taught by the teacher (for example - journalism for a language arts teacher, science courses for a mathematics teacher, courses which survey careers in appropriate fields);

or,

- d. develop skills which are used in conveying information or skills to students (for example - courses in speech, writing, drawing, audio-visual media, etc.);

or,

- e. better prepares the teacher to interact with students to accommodate their psychological needs (for example - courses in psychology, counseling, human relations);

or,

- f. prepares the teacher to deal with problems of health or safety (for example, first-aid courses);

or,

- g. otherwise is directly related to the teacher's educational role in the District, including improving performance as coaches or advisors of extra-duty activities as assigned pursuant to Article 10.

COMMENTS

EDUCATIONAL PLAN

APPLICATION FOR LATERAL MOVEMENT ON SALARY SCHEDULE*

*This form is to cover a series of courses which applicant wishes applied to move to a new column on the salary schedule. May be submitted before or after courses are completed.

Name: _____

Current Teaching Assignment: _____

COURSE NUMBER/
TITLE

INSTITUTION

CREDITS

APPROVED

DISAPPROVED

Applicant Signature

date

Superintendent or Designee - Signature

Comments: (This section used only when explanation needed)

Committee Appeal - Comments

COMMITTEE DECISION: _____ Approved _____ Disapproved

Chairperson Signature

date

Appendix I

Authorization to Deduct JEA Dues

I hereby authorize the payroll officer to deduct from my salary my professional dues in the Juneau Education Association that includes dues in NEA-Alaska, and the National Education Association.

The deductions shall be made in eight (8) equal installments over the contract payment period, beginning with the salary check following the Board's receipt of the initial authorization and in October of each year thereafter.

This authorization is valid as long as I am an employee of the City and Borough of Juneau School District, or until a written cancellation is submitted to the payroll clerk prior to September 30, in any school year.

Memorandum of Agreement-Regular Meetings

Appointees of the JEA President and the Superintendent will regularly meet with one another during the school year for the purpose of frank and full sharing of information related to matters of mutual interest to the District and the Association including, but not necessarily limited to, funding, budget, and personnel matters.

Policy

BOARD OF EDUCATION
JUNEAU SCHOOL DISTRICT

PERSONNEL

3012/page 1

EMPLOYEE CONDUCT WITH STUDENTS

The purpose of the policy is to establish the basic structure for the conduct of employees with students.

The primary focus of interactions between employees of the Juneau School District and students is the furtherance of academic achievement and support of the educational mission of the district. The relationship should be one of mutual respect. Employees are expected to act as role models, fostering safe and cooperative associations while conducting themselves appropriately. Taking a sincere interest in students' learning is commendable. Employees should make special efforts, however, to avoid any semblance of impropriety in their relationships with students. Employees should strive to treat all students fairly and should use care to ensure that friendly relationships with individual students do not create an appearance of favoritism or foster inappropriate psychological dependency. When working with students outside of school, employees should maintain a professional relationship and appearance. Harassment or undue use of authority is inappropriate. Sexual, dating and romantic relationships with students are strictly forbidden.

The following types of conduct are examples of behavior that may give rise to charges of unethical conduct and/or subject employees to discipline. This list is illustrative, not exhaustive:

1. Engaging in any unwanted physical contact with a student, or any physical display of affection other than a brief hug or pat on a non-private part of a student's body; engaging in sexually suggestive dancing with a student.
2. Participating in, or condoning, inappropriate physical pranks such as graffiti, vandalizing signs, dares, toilet papering or teasing such as "mooning," "wedgies," "bra-snapping," skirt "flip-ups," "de-pantsing," tickling, pinching etc.
3. Using harassing, intimidating or degrading language with a student.
4. Leaving the school campus with a student without the approval of the school principal or higher level administrator or attempting to contact the parent.
5. Working one-on-one with a student behind closed doors in a private setting in the absence of a clear educational need to do so.
6. Engaging in sexually suggestive or inappropriately personal conversations/correspondence with students.

Policy

BOARD OF EDUCATION JUNEAU SCHOOL DISTRICT

PERSONNEL

3012/page 2

7. Using controlled substances or alcohol illegally in the presence of a student; providing alcohol or controlled substances to a student for illegal use; permitting a student to drink alcohol illegally; or permitting a student to use controlled substances illegally.
8. Viewing with a student, or allowing students to view, sexually explicit films, television shows, printed matter or material distributed on the Internet.
9. Using his or her position with the district to pressure or coerce any person either to provide assistance or support for a candidate, political party, or campaign or to vote for or against a candidate, question or proposition in any election.
10. Engaging in any conduct that may tend to coerce, or have the appearance of coercing, students to conform to a particular political, partisan, or religious viewpoint. Classroom discussions of political, partisan issues shall be related to the curriculum and shall incorporate consideration of different viewpoints. (See Policy #3233, Political Activities)

The employee's immediate supervisor shall promptly address an employee's behavior when questions are raised involving possible violations of this policy. The parents of a student shall be contacted. When appropriate, the police or Office of Children's Services will be contacted. Exceptions to the general rules for staff conduct shall be recognized, when appropriate, in the context of relationships between an employee and a student who is that employee's spouse or child.

Adopted 2/1/05

Policy

BOARD OF EDUCATION
JUNEAU SCHOOL DISTRICT

STUDENTS
5220/PAGE 1

ATTENDANCE

The Board of Education requires that the students enrolled in the schools of this district attend school regularly. The educational program offered by this district is predicated on the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

Attendance at school may be temporarily excused when the demonstrated mental or physical condition of the student makes attendance impractical and threatens the health of other students; when the student has been suspended or denied admission to school in accordance with law; or when the student is equally well served by an educational experience or other circumstance approved by the principal.

Students absent from school for any reason are responsible for the completion of assignments missed because of their absence. No student excused for a religious holiday shall be deprived of an award or eligibility to compete for an award or the opportunity to make up a test given on the religious holiday.

Unexcused absences from school or from classes within the school day constitute truancies and shall be subject to the disciplinary rules of the Board. Repeated truancies may result in disciplinary action and/or a student being declared a "habitual truant".

Prolonged or repeated absences may result in retention at grade level or loss of credit toward the high school diploma.

A.S. 14.30.010
4 A.A.C. 05.040(e)
4 A.A.C. 06.055(f)

CBJ Municipal Code 03.30
CBJ Municipal Code 42.20.220
CBJ Municipal Code 03.45.010
CBJ Municipal Code 03.45.020
CBJ Municipal Code 03.45.030
CBJ Municipal Code 03.30.065

Adopted 1/8/85
Revised 9/4/90
Revised 2/4/97
Revised 8/19/97
Revised 6/18/02
Revised 8/5/03

Policy

BOARD OF EDUCATION
JUNEAU SCHOOL DISTRICT

STUDENTS
5550/page 1

GANG ACTIVITY

The Board finds that gangs and gang activity present a threat to student welfare and safety and are likely to cause a substantial disruption to the educational process. Gang activity on school premises or as a part of any school activity is prohibited. A "gang" is defined as any group of two or more persons who associate in whole or in part for the purpose of committing violent, illegal, threatening, or intimidating acts.

Prohibited gang activity includes the following:

1. Engaging in any harassing, threatening, or intimidating conduct that causes fear of violence or other harm to another person's physical, mental or emotional well-being or that hinders a student's participation in the educational program.
2. Communicating gang presence, membership, affiliation or control through gestures, speech, clothing, jewelry, emblem, badge, symbol, sign, or symbolic display upon one's person or property or upon school property.
3. Soliciting others to become members of or affiliated with any gang.

The activities prohibited by this policy will not be tolerated and, if the administration reasonably believes that this policy has been violated, will lead to appropriate sanctions against the student engaging in such behavior. Sanctions may include appropriate counseling programs which discourage such involvement, suspension and/or expulsion from the public schools.

Cross Reference:

Policy #1120, Prohibition Against Discrimination and Harassment in Education
Policy #5520, Disruption and Demonstration
Policy #5540, Weapons in School
Policy #5610, Suspension and Expulsion
Policy #5560, Bullying and Hazing
Policy #7430, School Safety and Security
Policy #7440, Weapons in School
Policy #7610, Vandalism
Policy #8420, Emergency Evacuation

Adopted 1/17/95
Reviewed 3/30/05

Policy

BOARD OF EDUCATION
JUNEAU SCHOOL DISTRICT

STUDENTS
5600/page 1

STUDENT DISCIPLINE

The Board of Education directs the schools to help students become useful, productive citizens, responsible for their own actions.

Teachers and other employees of the Board of Education having responsibility for students shall have the authority to take such means as may be reasonably necessary to control the disorderly conduct of students in all situations and in all places where such students are within the jurisdiction of the School District.

For serious infractions, disciplinary alternatives shall be discussed with the parent(s) or guardian(s). The Board recognizes and respects the rights of parents to participate in decisions about disciplinary procedures to be used with their own children.

4 A.A.C. 07.010

4 A.A.C. 07.030

4 A.A.C. 07.050

Adopted 5/21/85

Revised 6/15/99