



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, 2019 – JUNE 30, 2022

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>RECOGNITION</b>	<b>5</b>
	SECTION 1: INTRODUCTION	
	SECTION 2: GENERAL RECOGNITION	
	SECTION 3: NON-INTERFERENCE	
	SECTION 4: VERIFICATION OF REPRESENTATION	
<b>ARTICLE 2</b>	<b>PRINCIPLES</b>	<b>5</b>
<b>ARTICLE 3</b>	<b>NON-DISCRIMINATION</b>	<b>5</b>
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS</b>	<b>5</b>
<b>ARTICLE 5</b>	<b>MAINTENANCE OF STANDARDS</b>	<b>6</b>
<b>ARTICLE 6</b>	<b>SUPPLEMENTAL AGREEMENTS/LABOR MANAGEMENT</b>	<b>6</b>
	SECTION 1: MEMORANDA OF UNDERSTANDING	
	SECTION 2: LETTERS OF AGREEMENT	
	SECTION 3: LABOR MANAGEMENT MEETINGS	
<b>ARTICLE 7</b>	<b>NEGOTIATIONS</b>	<b>6</b>
	SECTION 1: GENERAL PROCEDURES	
	SECTION 2: INAUGURATING NEGOTIATIONS	
	SECTION 3: CONDUCTING NEGOTIATIONS SESSIONS	
	SECTION 4: AGREEMENTS	
	SECTION 5: RATIFICATION	
<b>ARTICLE 8</b>	<b>SAVINGS CLAUSE</b>	<b>8</b>
<b>ARTICLE 9</b>	<b>SCHOOL YEAR AND SCHOOL DAY</b>	<b>8</b>
	SECTION 1: SCHOOL YEAR	
	SECTION 2: SCHOOL DAY	
	SECTION 3: ADDITIONAL DAYS FOR SPECIALISTS	
<b>ARTICLE 10</b>	<b>WORK SCHEDULE</b>	<b>9</b>
	SECTION 1: PREP TIME	
	SECTION 2: BREAK TIME	
	SECTION 3: ELEMENTARY AND H.S. LOW INCIDENCE SPED NON-INSTRUCTION	
	SECTION 4: SUPERVISION	
	SECTION 5: NON-TEACHING DUTIES	
	SECTION 6: CHANGES IN WORK SCHEDULE	
	SECTION 7: MULTI-BUILDING ASSIGNMENT	
	SECTION 8: MEETING SIGN-IN	
	SECTION 9: ROOM PREPARATION TIME	
	SECTION 10: LIBRARY COLLECTION MANAGEMENT TIME	
	SECTION 11: COMPENSATION COVERAGE DURING PREP	
<b>ARTICLE 11</b>	<b>EXTRA DUTY</b>	<b>10</b>
	SECTION 1: DETERMINATION OF ACTIVITIES AND POSITION	
	SECTION 2: SELECTION OF ADVISORS AND COACHES	
	SECTION 3: COMPENSATION	
	SECTION 4: ELEMENTARY ADVISORS	
<b>ARTICLE 12</b>	<b>PERSONNEL CHANGES</b>	<b>12</b>
	SECTION 1: PLACEMENT OF EDUCATORS	
	SECTION 2: POSTING PROCEDURES	
	SECTION 3: NON-CONTINUING EMPLOYEES	
	SECTION 4: SENIORITY	
	SECTION 5: JOB SHARE/ JOB EXCHANGE	
	SECTION 6: BUILDING CLOSURE	

SECTION 7: RIGHTS OF RIFED CERTIFICATED EMPLOYEES

<b>ARTICLE 13</b>	<b>ACADEMIC FREEDOM</b>	<b>17</b>
<b>ARTICLE 14</b>	<b>PERSONNEL FILE</b>	<b>18</b>
<b>ARTICLE 15</b>	<b>DISCIPLINARY ACTION FOR JUST CAUSE</b>	<b>18</b>
<b>ARTICLE 16</b>	<b>MEDICAL</b>	<b>19</b>
<b>ARTICLE 17</b>	<b>HEALTH AND LIFE INSURANCE</b>	<b>19</b>
	SECTION 1: HEALTH INSURANCE	
	SECTION 2: LIFE INSURANCE	
	SECTION 3: TRAVEL INSURANCE	
<b>ARTICLE 18</b>	<b>LEAVE</b>	<b>20</b>
	SECTION 1: SICK LEAVE	
	SECTION 2: PERSONAL LEAVE	
	SECTION 3: ASSOCIATION LEAVE	
	SECTION 4: SABBATICAL LEAVE	
	SECTION 5: LEAVE OF ABSENCE	
	SECTION 6: EMERGENCY LEAVE	
	SECTION 7: PARENTAL LEAVE	
	SECTION 8: TEMPORARY MILITARY LEAVE	
	SECTION 9: LEGAL LEAVE	
	SECTION 10: PROFESSIONAL LEAVE	
	SECTION 11: CIVIC LEAVE	
<b>ARTICLE 19</b>	<b>VANDALISM AND PERSONAL PROPERTY DAMAGE</b>	<b>27</b>
<b>ARTICLE 20</b>	<b>ASSOCIATION REPRESENTATION</b>	<b>28</b>
	SECTION 1: DISTRICT COMMITTEES	
	SECTION 2: RIGHT TO RESEARCH	
<b>ARTICLE 21</b>	<b>DISTRICT AND BUILDING COMMITTEES</b>	<b>28</b>
<b>ARTICLE 22</b>	<b>SAFETY</b>	<b>28</b>
	SECTION 1: SITE SAFETY AND HEALTH	
	SECTION 2: STUDENT CONDUCT AND DISCIPLINE PROCEDURES	
<b>ARTICLE 23</b>	<b>GRIEVANCE PROCEDURE</b>	<b>30</b>
	SECTION 1: DEFINITIONS	
	SECTION 2: PROCEDURE	
	SECTION 3: PERSONNEL FILES	
	SECTION 4: NO REPRISALS	
	SECTION 5: IMPLEMENTATION	
<b>ARTICLE 24</b>	<b>TEACHER EVALUATION</b>	<b>32</b>
<b>ARTICLE 25</b>	<b>ASSOCIATION SECURITY</b>	<b>32</b>
	SECTION 1: PAYROLL	
	SECTION 2: USE OF SCHOOL FACILITIES AND EQUIPMENT	
	SECTION 3: ASSOCIATION RIGHT TO THE BOARD AGENDA	
	SECTION 4: ASSOCIATION MEMBERSHIP	
<b>ARTICLE 26</b>	<b>MISCELLANEOUS WORKING CONDITIONS</b>	<b>33</b>
	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	

<b>ARTICLE 27</b>	<b>CONTRACTS</b>	<b>36</b>
	SECTION 1: TERMS OF CONTRACT	
	SECTION 2: ISSUING CONTRACTS	
	SECTION 3: HORIZONTAL MOVEMENT	
<b>ARTICLE 28</b>	<b>COST AND DISTRIBUTION OF AGREEMENT</b>	<b>38</b>
<b>ARTICLE 29</b>	<b>WAGES</b>	<b>39</b>
<b>ARTICLE 30</b>	<b>DURATION</b>	<b>41</b>
<b>ARTICLE 31</b>	<b>EXECUTION SIGNATURES</b>	<b>42</b>
<b>APPENDICES</b>		
<b>A</b>	<b>DEFINITIONS</b>	<b>43</b>
<b>B</b>	<b>SALARY SCHEDULE 2019-2020</b>	<b>45</b>
<b>C</b>	<b>SALARY SCHEDULE 2020-2021</b>	<b>46</b>
<b>D</b>	<b>SALARY SCHEDULE 2021-2022</b>	<b>47</b>
<b>E</b>	<b>EXTRA-DUTY CONTRACT</b>	<b>48</b>
<b>F</b>	<b>EXTRA-DUTY ASSIGNMENT PAY SCHEDULE</b>	<b>49</b>
<b>G</b>	<b>HORIZONTAL MOVEMENT CRITERIA</b>	<b>50</b>
<b>H</b>	<b>AUTHORIZATION TO DEDUCT JEA DUES</b>	<b>53</b>
<b>I</b>	<b>GRIEVANCE PROCEDURE FLOW CHART</b>	<b>54</b>

## **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, religion, color, national origin, gender, gender identity or expression, family, pregnancy, age, marital status, disability, sexual orientation, 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/ Labor Management**

#### **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. Labor Management Meetings**

Appointees of the JEA President and the Superintendent will regularly meet 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, as well as resolving conflicts and issues; however, the process is not intended to bypass the grievance procedure outlined in Article 33 of this Agreement.

## **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, or by electronic mail with a type of written acknowledgement of receipt, 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**

The first meeting between the District and the Association shall be to determine the style of bargaining by mutual agreement. This may include Interest Based Bargaining, Traditional, or another style of bargaining. The teams may choose to employ a facilitator. Any costs of bargaining shall be shared equally.

Should the parties agree to Traditional Bargaining, they shall engage in the following procedure:

- 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 be issued as follows:

- a. 2019-2020 One hundred eighty-three (183) days
- b. 2020-2021 One hundred eighty-four (184) days
- c. 2021-2022 One hundred eighty-five (185) days

Teachers are expected to complete all end of year responsibilities and check-out with their immediate supervisor. Beginning in the 2020-2021 school year, one day will be designated as a work day before the first student-contact day.

#### **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.

#### **Section 3. Additional Days for Specialists**

In order to meet the needs of students, the District may offer additional contract days as follows:

- a. High School Counselors up to ten (10) days
- b. Middle School Counselors up to six (6) days

- c. School Psychologists up to six (6) unassigned days
- d. Activities Athletic Directors additional days to accomplish the tasks at hand

## **ARTICLE 10**

### **Work Schedule**

#### **Section 1. Prep Time**

Elementary School educators 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 educators shall be provided a period of ninety (90) minutes per day for preparation time during the student day.

High School educators shall be provided a minimum of two hundred fifty (250) minutes per week for preparation time during the student day. 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 duty-free break mornings and afternoons (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**

Non-certificated staff 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 the above (a. through c.) by the fifth (5<sup>th</sup>) contract day of each semester.

#### **Section 8. Meeting Sign-In**

The District may utilize paper or electronic sign-in procedures for the purposes of recording attendance at meetings and/or trainings.

#### **Section 9. Room Preparation Time**

On years without a work day in the contract, the site-based inservice training time prior to the first student-contact day and after the last student-contact day, the minimum DEED-required hours (for grades 4-12) will be dedicated to inservice training. Any additional time beyond those minimum hours will be used for educator-directed preparation time. This does not apply to district inservice time, unless designated by Director of Teaching and Learning.

#### **Section 10. Library Collection Management Time**

Elementary librarians will have one hundred fifty (150) minutes per week for library collection management time.

#### **Section 11. Compensation for Coverage During Prep**

An Administrator may request that an educator teach a class period during their regularly scheduled preparation period because a substitute is not available. The educator is under no obligation to accept the request. If accepted, the educator will be paid at the pro rata daily rate.

### **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 5th. 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. Successful 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. Other qualified individuals;
- B. 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.
  - C. Any educator 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.
  - D. 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.
  - E. Offers to incumbent head advisors/coaches to continue in the position shall be made in writing prior to May 5th. Incumbents must respond in writing to the offer within five days or the position may be considered vacant.
  - F. If an incumbent is not rehired they will be notified on or before May 5th.
  - G. Vacancies in positions that begin prior to October 1st shall be posted in that building by May 10<sup>th</sup>. 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.
  - H. Vacancies in positions that begin after October 1st shall be posted in that building by May 10th 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 districtwide 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**

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 E](#)) without deviation. Employees advising a multi-session club may be issued a single extra-duty contract.

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 E](#).

## **ARTICLE 12**

### **Personnel Changes**

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 educators for transfer or in the case of district-wide program reassignment (e.g. Special Education) into vacant or new positions.

#### **Section 1. Placement of Educators**

##### **A. Involuntary Transfers/Displaced Employee**

After district staffing decisions are allocated, the following steps will be taken when determining if an educator needs to be an involuntary transfer / displaced employee.

1. If a school/Districtwide program has more staff than allocated FTE for the following school year, the least senior educator may be displaced from their current assignment, first by seniority (least senior displaced first, and so on), and then by qualifications.
2. If an educator is displaced by assignment, they will be reassigned within their school to a position in which they are qualified. They may displace the least senior educator in a position for which they are qualified.
3. Educators displaced from a school as a result of reductions in staff will be placed based on their seniority rank first, followed by certification, and/or qualifications.
4. It will be the expectation that any educator displaced from a school/involuntarily transferred to another school, is the least senior and not qualified to fill any vacancies within their current assigned school. A more senior teacher may request to become a voluntary displacement in lieu of the least senior teacher being displaced/involuntarily transferred.
5. All displaced tenured educators will be reassigned before displaced non-tenured educators are reassigned.
6. If a less senior educator is displaced, every attempt will be made to reassign the educator for their entire contractual FTE in one school. If there is not a full assignment by contractual FTE for the educator, the assignment may be split between schools and the District shall provide for travel time as a part of the assignment.

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 15th. If an involuntary transfer becomes necessary after May 15th, 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 time to prepare for the new position. Any required retraining shall be at District expense.

Certificated employees who have been displaced shall be informed of positions that become available in the District until Aug 1st and may request the positions, in order of preference, to which they desire to be transferred if certified and qualified.

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.

B. Reassignments within a school/program

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.

C. Placement of Displaced Employees

After all reassignments have occurred within a school/program, displaced employees shall be offered a position from a list of all available vacancies districtwide for which they are qualified. The order of vacancy offering shall be made according to seniority (most senior first), certification, and qualifications.

D. Voluntary Transfers

After displaced employees are assigned for the following school year, any remaining positions shall be declared vacant. Any current eligible employee may initiate a voluntary transfer to any open position. 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.

Teacher-initiated voluntary transfers may be denied for reasons:

1. 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 Reduction In Force (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.
2. In the case that a voluntary transfer has been denied because the resulting vacancy cannot be filled by a qualified candidate, the educator 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.

E. Placements from Returning from Leave or Job Share Ends

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. If no vacant positions exist, educators 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.

## **Section 2. Posting Procedures**

Vacancies will be advertised in the following manner. Vacancies include full and partial FTE positions.

### **A. In-building**

Principals/Program Administrators will electronically notify all eligible employees within a building of any job vacancy posting and/or newly created position.

### **B. In-district postings vacancy**

1. 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 at a school, and the Requisition to Hire has been given to HR, 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 three (3) working days. A copy of this announcement will be sent to the Association President via email.
2. Any position opened after August 1<sup>st</sup> 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.
3. 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.
4. 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.

### **C. Public**

If no transfer requests for the position are received within the two (2) day in-building and three (3) day in-district posting (5 day period total), or as soon as the Director of Human Resources is notified that no educators requesting transfer are qualified, the position will be advertised to the general public.

### **Section 3. Non-Continuing Employees**

Employees hired into positions posted after August 1st will be considered non-continuing employees. JEA and the District will set up and agree upon a calendar of projected position availability by the March Labor Management Meeting.

Positions projected to be filled for the following school year (e.g. due to resignation, retirement, additional FTE) will be posted in-building. Principals may consider any certificated staff in the building, including non-continuing employees. No interview will be required, although optional per principal's discretion.

Any positions remaining after the in-building step will be posted districtwide following the regular JEA posting process for five (5) days. Any JEA member may apply during this window, including any non-continuing employee not selected during the in-building process. The principal maintains hiring discretion.

If no JEA candidates are selected, the position(s) will be posted to the public.

Any non-continuing employee has JEA rights until June 30th. Any non-continuing employee hired in the subsequent year will be a continuing employee.

### **Section 4. 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. Employees who are under contract on the last contract day of the previous school year, and are offered re-employment on or before the 10th contract day of the following contract year, shall be placed on the seniority list based on the hire date of the contract that ended on the last day of the previous contract year.

The District shall provide a seniority list to JEA on or before March 1st 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 5. Job Share / Job Exchange**

Job exchanges and job shares may be permitted by the Superintendent or designee 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 15th;
  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 a comparable assignment for which they are qualified.
- C. A job share request must be submitted on the district form:
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.) When a job share initiates and both employees are from the same school/program, they shall have job rights to return to their previous full-time equivalency within that school. Should a job share initiate where two employees are from different schools/programs, one shall have the job rights to their full-time equivalency within that school/program, and the other becomes a displaced employee, entitled to their previous full-time equivalency, and is subject to placement according to this article.

Approval of job shares will be at the discretion of the Principal/Program Administrator. The Superintendent or designee 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 6. Building Closure**

In the event of a building closure, where any reduction in enrollment does not result in a reduction in staff, 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 7. Rights of RIF**

A RIFed certificated employee shall have the following options:

1. Take a leave of absence for no more than two (2) 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.

2. Continue full health and life benefits at his/her expense as may be required by statute.

Except as provided for in Section 1 (D) 1., 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 area 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.

Steps of a 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).

## **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. (4 AAC 06.050)

## **ARTICLE 17**

### **Health and Life Insurance**

#### **Section 1. Health Insurance**

The District agrees to pay the following health premiums per educator (0.5 FTE or greater) to the JEA Health Trust or JEA's designee as follows:

1. 2019-2020 \$1594 per month
2. 2020-2021 \$1614 per month
3. 2021-2022 \$1634 per month

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.

- A. The District will electronically send a reminder in preparation for the upcoming year regarding open enrollment for health insurance.

#### **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. For employees hired after July 1, 2015, or who are age 59 or younger on July 1, 2015, life insurance shall be reduced according to the following schedule:

Age of Employee	Percentage Paid
70 through 74	65%
75 or older	50%

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

### Leave

#### Section 1. Sick Leave

##### A. 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.

Accrual is pro-rated at a rate of one and one-third (1 1/3<sup>rd</sup>) 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 year.

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 the employee is entitled, the employee shall be paid the difference between the cost of a substitute and the employee's daily salary, provided the employee returns to duty within (20) teaching days after using the employee's 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."

The educator shall be expected to prepare substitute plans.

##### B. 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 Association shall electronically send a report on Sick Leave Bank usage and balance to Human Resources and/or Payroll designees quarterly and/or upon request. The report shall include total hours deposited and/or withdrawn

listed by Sick Leave Bank member name.

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. Donated leave will not be drawn from the donor until needed by the recipient.

**C. 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. To use FMLA or AFLA for purposes of the birth or adoption of a child, please see Section 7 Parental Leave.

**D. Extended Medical Leave**

Should an employee need additional medical leave under this section, they may request Extended Medical Leave. This leave should be considered when FMLA, AFLA, personal leave, sick leave, sick leave bank, and sick leave donations have been exhausted. This leave is unpaid. Should an employee wish to maintain health insurance, they may be eligible for COBRA coverage.

Should an employee return to work within 15 workdays of the end of a semester (or end of the school year for elementary), instead of returning to their position, the Superintendent or designee may assign the employee to other meaningful work in the interim. Additional medical documentation may be required. Leave is approved at the discretion of the Superintendent.

**Section 2. 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 at any time during the school year at a rate of \$150 per day, prorated.

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.

The educator shall be expected to prepare substitute plans.

### **Section 3. Association Leave**

The educator shall be expected to prepare substitute plans for all absences covered in this Article that do not require a long-term substitute.

#### **A. 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.

#### **B. 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 an additional fifteen (15) days to conduct Association business. Additionally, the President will be granted ten (10) extra leave days or up to .25 FTE release time at the discretion of JEA. JEA will notify the Human Resources Director of their choice of either ten (10) additional days or up to .25 FTE prior to June 1 in writing for the following contract year. If the .25 FTE is chosen, salary, TRS, and Medicare for up to .25 FTE will be at the expense of JEA. The President shall retain all rights and seniority for their position during their release time. 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.

If additional days beyond those provided by the above formula are needed, the Association may buy additional days and 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. Costs include the hourly substitute rate of pay multiplied by the number of hours worked plus associated payroll taxes (SS, Medicare, Worker's Comp).

All Association leave shall be approved by the Association President prior to leave being taken.

#### **C. Negotiation Leave**

The Board shall provide to the Association each school year negotiation leave to be used only for negotiations as follows: up to 225 hours if using Interest Based Bargaining, or up to 180 hours if other methods of negotiations are used. The Association President shall approve all negotiation

leave. Unused negotiation leave will not roll over into following years, nor be credited to sabbatical or any other leave. Negotiation leave shall be paid at full pay. Negotiation leave shall be defined as leave used at mutually-agreed times in which the District and Association are engaged in active bargaining. If more time is needed, the Superintendent may grant additional negotiation leave hours.

**D. 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. Costs include the hourly substitute rate of pay multiplied by the number of hours worked plus associated payroll taxes (SS, Medicare, Worker's Comp).

**Section 4. 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. The District shall electronically send a report on the Sabbatical Leave Endowment Fund balance to the JEA President and designees by August 1st. Both parties will reconcile annually by August 15th.

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.

## **Section 5. Leave of Absence**

### **A. Regular Leave of Absence**

A leave of absence without pay of up to three (3) 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 15th.

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 15th and will have until May 1st 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 district, in writing, no later than March 15th. A request for extension must be submitted in writing by March 15th. An extension beyond the original request may be granted with approval of superintendent or designee. If the request for extension is denied, the employee must state in writing his/her intention to return or resign within fourteen (14) days of receipt of denial. Three (3) years is the maximum amount of time for a Leave of Absence.

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.

**B. 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.

**Section 6. 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 or designee 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. The employee will make reasonable effort to contact his/her supervisor or office personnel to communicate a return time.

**Section 7. Parental Leave**

**A. 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.

**B. 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.

**C. Extended Parental Leave**

An employee may request additional release time from work under this section when related to the birth or adoption of a child. This leave should be considered when FMLA, AFLA, personal leave, sick leave, sick leave bank, and sick leave donations have been exhausted. This leave is unpaid. Should an employee wish to maintain health insurance, they may be eligible for COBRA coverage.

Should an employee return to work within 15 workdays of the end of a semester (or end of the school year for elementary), instead of returning to their position, the Superintendent or Designee

may assign them to other meaningful work in the interim. Leave is approved at the discretion of the Superintendent.

## **Section 8. 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.

The educator shall be expected to prepare substitute plans for all absences covered in this Article that do not require a long-term substitute. This requirement may be waived by the Superintendent or designee.

## **Section 9. 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 outside an individual's contract time, refer to Article 29(K).

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.

The educator shall be expected to prepare substitute plans for all absences covered in this Article that do not require a long-term substitute.

## **Section 10. Professional Leave**

### **A. Professional Development Leave**

Professional development leave is defined as: 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 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.

The educator shall be expected to prepare substitute plans.

#### **B. Subbing for Administration**

Any employee who is interested in JSAA/Administrative/Type B long-term substitute positions may annually notify the District by March 15th of his/her interest in any openings for the following year. The District may use the list in consideration for selection. When the employee returns to his/her JEA job, he/she will retain seniority, position, and all job rights.

### **Section 11. 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. The educator shall be expected to prepare substitute plans.

## **ARTICLE 19**

### **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 20**

### **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 21**

### **District and School Committees**

#### **Section 1. Committee Participation**

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 school 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.

#### **Section 2. Interview Committees**

When an administrator convenes an interview team, they will seek individuals to participate in the interview committee process. Administrators will send an email to certified stakeholders offering the opportunity to volunteer on the committee. When hiring for paraeducators, administrators shall extend an invitation to all Special Education Teachers who will work with the paraeducator.

An employee may decline to serve on an interview committee that is scheduled to occur beyond the contract day or year. An employee will not experience any adverse employment action for declining to serve on an interview committee. Hiring committees shall be on a volunteer basis. There is no compensation for serving on an interview committee.

## **ARTICLE 22**

### **Safety**

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

## **Section 1. Site Safety and Health**

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 provide that each site has a communication system (e.g. dedicated phone number, extension, intercom system etc.) in place for an internal rapid response. The safety committee at each site shall make recommendations to the building principal for all staff to receive annual site based training. A written protocol will be provided to all employees in the building.

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.

The District shall annually notify teachers that District facilities are under video surveillance.

The District shall maintain a Bloodborne Pathogen Exposure Control Plan. The plan will provide annual training and the Hepatitis B vaccination series, at no cost, to the employee whose position has been identified in the Exposure Determination section of the Exposure Control Plan or has been exposed to blood and/or Other Potentially Infections Materials (OPIM). Vaccination requests and/or reimbursement shall be submitted on the district provided form located in the Bloodborne Pathogen Exposure Control Plan.

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.

Should an employee experience time loss (as defined by Alaska law) due to an injury on the job, the JEA President or designee shall be notified.

## **Section 2. Student Conduct and Discipline Procedures**

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. (Additional student discipline policies can be found in School Board Policy 5000 series.)

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. (Family Educational Rights and Privacy Act (FERPA) 20. U.S.C. Sections 1232g; 34 CFR Part 99)

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

## **ARTICLE 23**

### **Grievance Procedure**

#### **Section 1. Definitions**

**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.

**GRIEVANT** - The person, persons, or the Association making the complaint.

**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.

**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.

**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.

#### **Section 2. Procedure (see also Appendix I)**

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.

Whenever an incident or problem occurs, the employee should first try to resolve the issue through informal conversations with their immediate supervisor. It is the recommendation that the employee informs the Association of the issue and invites an Association Representative to participate in the informal conversations. 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 begin thirty (30) days after the incident or problem occurs or when the employee should have reasonably known. Should such informal processes fail to satisfy the employee, the Association may process a grievance 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 thirty (30) work days include the informal conversation with the immediate supervisor. 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) work days after the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance, and this right shall apply to each succeeding step in the grievance procedure.

- Step 2. If the grievance is not resolved at Step 1, then the aggrieved shall refer the grievance in writing, stating alleged violation, all pertinent information, and the supervisor's response to the Human Resource Director or designee, or the appropriate District-Level supervisor or designee, within ten (10) workdays after the receipt of Step 1 answer. Either the Human Resource Director or District-Level supervisor 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 Human Resource Director or District-Level supervisor 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, stating alleged violation, all pertinent information, and the supervisor's response to the Superintendent or designee, within ten (10) work days after receipt of the Step 2 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 4. If the grievance is not resolved at Step 3 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 3 answer. The President of the School Board shall, within five (5) workdays, appoint a panel of three (3) members to conduct a hearing within ten (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 5. If the grievance is not resolved at Step 4, 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. Grievance Files**

All documents, communications and records dealing with the processing of a grievance shall be filed in a confidential grievance 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) workdays or a time mutually agreed upon by the District and Association in keeping with the resolution of the grievance.

### **ARTICLE 24**

#### **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.

Video surveillance footage captured on the exterior or interior of school facilities cannot be used for evaluative purposes of members, nor can it be put into a member's personnel file for evaluative purposes; however, video surveillance footage may be used for the purposes of disciplinary action or exonerating members if an incident merits that the footage be reviewed. Review of the footage must take into consideration the lack of audio recording when audio is not recorded.

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 non-retention.

### **ARTICLE 25**

#### **Association Security**

## **Section 1. Payroll**

The Board shall assure that the Payroll Department will make bi-weekly payroll deductions for the following:

- a. JEA dues (see [Appendix H](#))
- b. Tax deferred or sheltered annuity programs
- c. 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 electronically deliver a copy of the official agenda and Board packet, to include the Association President and all certificated staff.

### **Section 4. Association Membership**

- A. Association membership will be open to all employees defined in Article 1, Section 2. Association membership and dues collection commences once the District and the Association receive a completed membership form. Membership is considered continuous if an employee signs the salary placement statement on or before June 30th.
- B. Bargaining unit members shall meet their obligations under this section through payroll deduction pursuant to the authorization on the membership form.
- C. Employees will not experience adverse employment actions based on Association membership status. The Association shall have the right to bring a collection action against an Association member who wrongfully refuses to pay dues.
- D. 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.
- E. 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.
- F. The School Board Certified Board Report document will be electronically shared with the JEA President and designees monthly as created. An electronic list of long-term substitutes hired by the District will also be maintained and shared with the JEA President and designees.
- G. JEA will be provided time on the agenda for the August New Certificated Employee Orientation.

## **ARTICLE 26**

### **Miscellaneous Working Conditions**

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

The Board shall ensure access to a phone in a private location at each site.

## **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 non-instructional time, duty-free, preparatory, and/or before-and-after school time (As defined in [Appendix A](#)) 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. Eligible dates for purchase shall begin with the first day after the end of the prior contract year and end with the last day of the current contract year.

## **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.

## **Section 8. District-initiated Trainings**

The District shall cover expenses as outlined in the JSD travel policy for district-initiated travel for professional development opportunities and other trainings beyond the number of contract days as defined in Article 9, Section 1 and the 7.5 hour work day.

Mandatory trainings may include, but are not limited to: AVID, AP Training, etc. Mandatory trainings do

not include coursework for recertification or movement on the salary schedule. Mandatory trainings are defined as trainings where the employee is expected to utilize the content on a daily or recurring basis in his/her assignment, or if the employee is expected to train other employees on the content of the training. When an employee attends a mandatory training in Juneau, he/she shall be compensated per Article 29K, and any fees associated with the training or professional conference shall be paid by the District.

Non-mandatory trainings shall have no expectations of implementation of the content in their job assignment nor training of other employees. All travel expenses shall be covered for non-mandatory out-of-town trainings, in alignment with JSD travel policy. The employee shall not suffer from a negative evaluation for not participating in or not utilizing non-mandatory trainings in their job assignment. When an employee attends a non-mandatory training in Juneau, the District shall only be required to cover any fees associated with the training or professional conference. Employees participating in non-mandatory trainings are not eligible for compensation per Article 29K.

Members will not be asked to waive their rights.

### **Section 9. Employee-initiated Trainings**

Employees may seek financial support from the District to attend professional development or training opportunities. Funding support is at the discretion of the appropriate budget manager (e.g. Director, Principal, Administrator, Grants Coordinator, etc.). Compliance with the JSD travel policy is dependent upon funding support (for example, if JSD provides funding for a plane ticket, the employee must comply with travel policy regarding air travel). Employee-initiated trainings are considered non-mandatory. Non-mandatory trainings shall have no expectations of implementation of the content in their job assignment nor training of other employees.

### **Section 10. Lapsed Teaching Certificate**

Maintaining a current teaching certificate is a professional responsibility of the employee. As a courtesy to employees, the District will send verifiable communication at least 30 days before expiration to impacted employees and the Association.

If an employee's certificate lapses, the employee is in breach of contract. The employee will enter into a nineteen (19) consecutive work day grace period in order to obtain recertification. During that time, employees may choose to work as a substitute in their current assignment at the 4-year degree substitute pay rate, or may choose not to substitute. There is no requirement for the employee to substitute. During this time, there are no TRS contributions and other district benefits may be affected, such as health insurance. Affected employees are encouraged to contact the Association and/or the District for additional benefit information.

If re-certified within the grace period, employees will retain salary placement and benefits, seniority, life insurance, and current assignment. The following will be prorated: personal leave, sick leave, and annual salary.

On the 20th consecutive work day, if an employee has not achieved recertification, an employee's position is considered vacant and may be advertised by the district. In lieu of termination, an employee may resign on or before day 20. Recertification is considered achieved when the employee notifies the District of compliance which is subject to the District's verification of DEED effective date.

### **Section 11. Boundary Exceptions**

Any parent or guardian employed at the school for which they are requesting placement for their child

will be automatically placed in that building for the coming school year. An employee who is a parent or guardian of child(ren) outside their building's age-group will be granted a boundary exception, based on their work site, upon request.

## **Section 12. Teacher of Record**

An educator may be offered to be Teacher of Record for a class. When selected as Teacher of Record, expectations will be made clear in advance.

# **ARTICLE 27**

## **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 February 28, to reflect any change in salary placement due to increased experience and/or college credits obtained prior to February 1, that would cause movement on the salary schedule. Any earned increase on the salary schedule due to increased experience and/or college credits will be effective to the first contract day of the current school year. Notice of additional credits and/or experience earned must be submitted to the Superintendent's Office by February 1, except that an automatic extension of time shall be granted where receipt of transcripts is delayed due to circumstances beyond the teacher's control.

## **Section 3. 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 28**

### **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 29

### Wages

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

The salary schedule for 2019-2020 shall be adjusted by 1.0%. The salary schedule for 2020-2021 shall be adjusted by .50%. The salary schedule for 2021-2022 shall be adjusted by .50%.

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.

- B. 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.
  4. Each year of documented experience as determined by the District requiring clinical/professional licensure for specialists are listed in Article 29, Section H.
- C. 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.
- D. 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.
- E. Any certified employee who has worked one-hundred forty (140) 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.
- F. 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.
- G. 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.

- H. Members who hold Certificates from the National Board of Professional Teaching Standards (NBPTS) shall receive a \$3,500.00 salary supplement for the first year of initial NBPTS certification and \$2,000.00 salary supplement each year for the life of NBPTS certification. To receive the increased salary, the teacher must file a notice of receipt of certification to the Superintendent's Office by February 1. Any earned increase due to NBPTS certification will be effective to the first contract day of the current school year.
- 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 paraeducators positions as assigned by the principal and coordinator of special education on September 15 and February 15 shall receive an added duty contract twice per year based on the following criteria:

Direct coordination of 3 to 4 special education para-educators positions will receive a half-year added duty contract of \$750; direct coordination of 5 – 6 special education para-educators positions will receive a half-year added duty contract of \$1,000 and direct coordination of 7 or more special education para-educators positions will receive a half-year added duty contract of \$1,500.

If a paraeducator is shared between two or more teachers, the site administrator will determine which teacher will coordinate the paraeducator duties. For the purposes of calculating teacher's stipends, each paraeducator will be assigned to one and only one teacher per half-year.

- K. All training, preparation to deliver training to adults, 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 in quarter-hour increments.

Any assigned teaching responsibilities to students, or presenting training to adults which occur beyond the number of contract days as defined in Article 9, Section 1 shall be compensated at the individual's daily rate of pay prorated by hour as per the Negotiated Agreement.

- L. When possible, IEP or 504 meetings shall be scheduled within the workday, excluding planning time and duty-free lunch, unless the member approves the exception. The District shall provide coverage for members required to be at the meetings during student contact time. When meetings extend beyond the workday, or when the principal or designee schedules a meeting totally outside the workday, it shall be paid at the B+0, Step One (1) hourly rate, in quarter-hour increments, to members who are required to participate in IEP or 504 meetings.

When IEP or 504 meetings are scheduled, it is the professional responsibility of members to schedule their workday to maximize meeting participation.

- M. The District may compensate employees for work completed beyond the contract day and/or year through the following mechanisms:

MOAR: Memorandum of Agreement with Retirement - Work completed during the contract school year, is TRS eligible, requires a certificate, and is subject to the Negotiated

Agreement.

MOA: Memorandum of Agreement - Work completed during the contract school year that does not require a certificate and is not subject to the Negotiated Agreement. Payment is decided by the District.

CLSHR: Classified Hourly Hire - Work that is completed during the summer. When a certificate is required, work falls under the Negotiated Agreement.

### **ARTICLE 30**

#### **Duration**

This agreement shall be in effect from July 1, 2019, to June 30, 2022.

**ARTICLE 31**  
Execution Signatures

**Juneau Education Association**

**City and Borough of Juneau School District**

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Laura Mulgrew, JEA President

---

Bridget Weiss, Superintendent

---

Semra Deaner, Elementary ABE

---

Darryl Smith, HR Director

---

Michele Thompson, Special Ed, JDHS

---

Sarah Jahn, Director of Administrative Services

---

Amy Lloyd, Secondary, DHMS

---

Dan Larson, Principal, TMHS

---

Kelly Stewart, Special Ed, GV

---

Kristy Germain, Assistant Principal, DHMS

---

Jay Watts, Secondary, TMHS

---

Cherish Hansen, HR Manager

---

Sunshine Winn, Elementary, MRCS

---

Kelley Fink, Payroll Supervisor

---

Monica Southworth, NEA-AK Uniserv

## **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. DAILY RATE - An employee's annual salary divided by the number of contract days.
4. DAYS – Calendar days unless otherwise specifically defined in this Agreement.
5. DUTY-FREE TIME: Time that is not directed, such as lunch and breaks.
6. THE DISTRICT – The City and Borough of Juneau School District.
7. EXTRA DAYS - Days in excess of the number of days negotiated for the basic teacher contract.
8. 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.
9. HOURLY PAY - When employees are paid hourly, they are paid in 15-minute increments or major portion thereof.
10. NON-INSTRUCTION TIME - 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.
11. PER DIEM - A rate established and published in the district travel policy to cover items such as meals or other personal expenses incurred while traveling on official JSD business.
12. PREPARATION TIME - Other than before and after the school day, lunch time, and elementary fifteen(15) minute morning and afternoon breaks, time that is educator/self-directed for tasks such as writing lesson plans, analyzing data, grading papers, researching lesson topics, meeting with parents or colleagues, or doing other professional work of their choice. Educators will be relieved of all student contact and supervisory obligations.
13. REDUCTION IN FORCE (RIF) – When the total number of certificated employees is reduced.
14. 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.
15. TRANSFERS - Whether voluntary or involuntary, are defined as movement between schools and/or District programs (e.g. Special Education).

16. VACANCY – A vacancy shall be determined to exist whenever the District Central Office declares the vacancy.
17. WORK DAY - A work day shall be considered educator-directed preparation time.

Appendix B					
Juneau Education Association Salary Schedule					
2019-2020 School Year					
183 Days					
Hired					
Prior to 5/1/1996	B+0	B+18	B+29	B+40	B+58
JEA 1				M+0	M+18
After 5/1/1996	B+0	B+18	M+0	M+18	M+36
JEA 2			B+36	B+54	B+72
STEP	ANNUAL				
1	\$51,976	\$52,852	\$55,037	\$57,324	\$58,654
2	\$53,329	\$54,232	\$56,483	\$58,840	\$60,208
3	\$54,727	\$55,654	\$57,974	\$60,399	\$61,809
4	\$56,163	\$57,119	\$59,507	\$62,005	\$63,459
5	\$57,642	\$58,627	\$61,089	\$63,661	\$65,158
6	\$59,167	\$60,180	\$62,717	\$65,365	\$66,907
7	\$60,736	\$61,781	\$64,392	\$67,123	\$68,707
8	\$62,351	\$63,429	\$66,119	\$68,930	\$70,563
9	\$64,019	\$65,128	\$67,895	\$70,795	\$72,476
10	\$64,019	\$66,877	\$69,727	\$72,713	\$74,443
11	\$64,019	\$68,677	\$71,617	\$74,691	\$76,474
12	\$64,019	\$70,533	\$73,560	\$76,723	\$78,560
13	\$64,019	\$72,445	\$75,561	\$78,820	\$80,715
14	\$64,019	\$72,445	\$77,624	\$80,980	\$82,930
15	\$65,734	\$72,445	\$77,624	\$83,207	\$85,213
16	\$65,734	\$74,414	\$79,747	\$85,495	\$87,562
17	\$65,734	\$74,414	\$79,747	\$87,863	\$90,003
18	\$65,734	\$74,414	\$79,747	\$89,081	\$91,251
Placement on Salary Scale:					
1. The educational requirements for horizontal advancement of all teachers hired prior to May 1, 1996, are specified in Article 39, Section G.					
2. Teachers newly hired for the Juneau School District effective with the 2006/2007 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 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					
2020-2021 School Year					
184 Days					
Hired					
Prior to 5/1/1996	B+0	B+18	B+29	B+40	B+58
JEA 1				M+0	M+18
After 5/1/1996	B+0	B+18	M+0	M+18	M+36
JEA 2			B+36	B+54	B+72
STEP	ANNUAL				
1	\$52,521	\$53,407	\$55,614	\$57,925	\$59,269
2	\$53,889	\$54,801	\$57,076	\$59,457	\$60,840
3	\$55,301	\$56,238	\$58,582	\$61,033	\$62,457
4	\$56,752	\$57,718	\$60,132	\$62,655	\$64,125
5	\$58,246	\$59,243	\$61,730	\$64,329	\$65,842
6	\$59,788	\$60,811	\$63,375	\$66,051	\$67,609
7	\$61,374	\$62,429	\$65,067	\$67,827	\$69,428
8	\$63,006	\$64,094	\$66,812	\$69,654	\$71,303
9	\$64,691	\$65,811	\$68,608	\$71,538	\$73,236
10	\$64,691	\$67,579	\$70,459	\$73,476	\$75,224
11	\$64,691	\$69,398	\$72,368	\$75,474	\$77,277
12	\$64,691	\$71,273	\$74,332	\$77,528	\$79,384
13	\$64,691	\$73,205	\$76,354	\$79,647	\$81,562
14	\$64,691	\$73,205	\$78,438	\$81,829	\$83,800
15	\$66,423	\$73,205	\$78,438	\$84,080	\$86,107
16	\$66,423	\$75,195	\$80,583	\$86,392	\$88,481
17	\$66,423	\$75,195	\$80,583	\$88,785	\$90,947
18	\$66,423	\$75,195	\$80,583	\$90,016	\$92,209
Placement on Salary Scale:					
1. The educational requirements for horizontal advancement of all teachers hired prior to May 1, 1996, are specified in Article 39, Section G.					
2. Teachers newly hired for the Juneau School District effective with the 2006/2007 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 a master's degree and a maximum six (6) years may be out-of-state experience with a bachelor's degree.					

Appendix D					
Juneau Education Association Salary Schedule					
2021-2022 School Year					
185 Days					
Hired					
Prior to 5/1/1996	B+0	B+18	B+29	B+40	B+58
JEA 1				M+0	M+18
After 5/1/1996	B+0	B+18	M+0	M+18	M+36
JEA 2			B+36	B+54	B+72
STEP	ANNUAL				
1	\$53,070	\$53,966	\$56,196	\$58,531	\$59,889
2	\$54,452	\$55,374	\$57,673	\$60,079	\$61,476
3	\$55,880	\$56,826	\$59,195	\$61,671	\$63,111
4	\$57,346	\$58,322	\$60,761	\$63,311	\$64,796
5	\$58,856	\$59,862	\$62,376	\$65,002	\$66,531
6	\$60,413	\$61,447	\$64,038	\$66,742	\$68,317
7	\$62,016	\$63,082	\$65,748	\$68,536	\$70,154
8	\$63,665	\$64,765	\$67,511	\$70,382	\$72,049
9	\$65,367	\$66,500	\$69,325	\$72,286	\$74,002
10	\$65,367	\$68,286	\$71,196	\$74,245	\$76,011
11	\$65,367	\$70,124	\$73,126	\$76,264	\$78,085
12	\$65,367	\$72,019	\$75,110	\$78,339	\$80,215
13	\$65,367	\$73,971	\$77,153	\$80,481	\$82,415
14	\$65,367	\$73,971	\$79,259	\$82,685	\$84,677
15	\$67,118	\$73,971	\$79,259	\$84,959	\$87,008
16	\$67,118	\$75,981	\$81,426	\$87,296	\$89,406
17	\$67,118	\$75,981	\$81,426	\$89,714	\$91,899
18	\$67,118	\$75,981	\$81,426	\$90,957	\$93,174
Placement on Salary Scale:					
1. The educational requirements for horizontal advancement of all teachers hired prior to May 1, 1996, are specified in Article 39, Section G.					
2. Teachers newly hired for the Juneau School District effective with the 2006/2007 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 a master's degree and a maximum six (6) years may be out-of-state experience with a bachelor's degree.					

## APPENDIX E

City and Borough of Juneau School District  
10014 Crazy Horse Drive Juneau, Alaska 99801

### 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 Employee Initials

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

☐

I hold a current Alaska State coaching certificate

☐

I have been informed of expectations for this position.

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 contract 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 \$ \_\_\_\_\_ for \_\_\_\_\_ sessions, at  
\$ \_\_\_\_\_/session 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 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
% of the contract completed

\_\_\_\_\_  
Building Activities Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
% of the contract completed

Copy: Personnel, Employee, and Director of Student Activities.

H:\Admin Assistants\Forms\H R Forms  
Updated 5/2019

**APPENDIX F**  
**Article 11 – Extra Duty Assignment Pay Schedule**

PAY RANGE	1	2	3	4	5	6	7	8	9	10
HEAD/ADVISOR	\$375	\$475	\$700	\$1000	\$1500	\$2000	\$2500	\$3100	\$3500	\$4500
ASSISTANT	1A	2A	3A	4A	5A	6A	7A	8A	9A	10A
	\$338	\$350	\$525	\$713	\$1013	\$1425	\$1650	\$2025	\$2550	\$3338

If activity is offered, all coaching positions must be hired.

For example, MS Track & Field = 1 Head Coach and 2 Assistant Coaches.

COACH/ASSISTANT TITLE	HS	MS	COACH/ASSISTANT TITLE	HS	MS
Academic Decathlon Advisor	8		Model UN Advisor	3	
Baseball Head Coach	9		National Oceans Science Bowl	6	
Baseball Assistant Coach	9A		Pep Band Advisor	5	
Basketball Boys Head Coach	10	5	Robotics	6	
Basketball Boys Assistant Coach	10A	5A	Senior Class Advisor (2 advisors)	3	
Basketball Girls Head Coach	10	5	Soccer Boys Head Coach	9	4
Basketball Girls Assistant Coach	10A	5A	Soccer Boys Assistant Coach	9A	4A
Basketball Intramural Coach			Soccer Girls Head Coach	9	4
(2 Coaches at MS)		4	Soccer Girls Assistant Coach	9A	4A
Cheerleading(Basketball) Head Coach	8		Softball Head Coach	9	
Cheerleading (Basketball) Asst Coach	8A		Softball Assistant Coach	9A	
Cheerleading (Football) Head Coach	5		Sophomore Class Advisor (2 advisors)	3	
Cheerleading (Football) Assistant Coach	5A		Spring Musical Advisor (Middle School)		5
Clubs (examples listed below)	3	2	Student Government Advisor	8	5
Cross Country Running Head Coach	8	4	Swim Team Head Coach	10	
Cross Country Running Assistant Coach	8A	4A	Swim Team Assistant Coach	10A	
Debate/Forensics Coach	8		Tennis Head Coach	8	
Dive Coach	7		Tennis Assistant Coach	8A	
Drama Team Coach	8	2	Track & Field Head Coach	9	4
Dance/Drill Team Coach	9		Track & Field Assistant Coach		
Dance/Drill Team Assistant Coach	9A		(3 Assistant Coaches for HS)	9A	
Football Head Coach	10		(2 Assistant Coaches for MS)		4A
Football Assistant Coach	10A		Volleyball Head Coach	10	
Freshman Class Advisor (2 advisors)	3		(2 Coaches for MS)		5
Hockey Head Coach	10		Volleyball Assistant Coach	10A	5A
Hockey Assistant Coach	10A		Volleyball Intramural Coach		
Honor Music Advisor Band	5		(2 Coaches for MS)		3
Honor Music Advisor Choir	5		Wrestling Head Coach	10	5
Intramurals (High School)	2		Wrestling Assistant Coach	10A	
Jazz Band		3	(2 Coaches for MS)		5A
Junior Class Advisor (2 advisors)	3		Yearbook		5

**High School Clubs** – for example; Alpine, Art, Archery, Auto, Broadcast Journalist, Interact, Homebuilders, Metals, National Honor Society, Rifle, Video, Science Olympiad

**Middle School Clubs** – for example; Art, Chess, Young Entrepreneurs, Math Counts

**Elementary School Clubs** – Paid \$375 per club. (Range 1 Head on the wage schedule) for example; Jumpers, Marathon Club, Lego

## **APPENDIX G**

### **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.

#### **Definitions:**

College means a regionally accredited college or university.

Credit(s) means semester credit hours or their equivalent granted by a regionally accredited college or university. Each quarter credit hour shall be equivalent to two-thirds of a semester credit hour.

Teacher(s) includes all School District employees who are covered by this negotiated agreement.

Superintendent means the Superintendent of Schools or his/her designee.

[ ] REQUEST FOR ADVANCE APPROVAL

[ ] ATTACHMENT TO APPLICATION FOR LATERAL MOVEMENT ON SALARY SCHEDULE

Name: \_\_\_\_\_

Current Teaching Assignment: \_\_\_\_\_

COURSE NUMBER/

TITLE	INSTITUTION	CREDITS	APPROVED	DISAPPROVED
-------	-------------	---------	----------	-------------

Course Description(s) \_\_\_\_\_

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**Rationale**

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Applicant Signature \_\_\_\_\_ date \_\_\_\_\_ Superintendent or Designee – Signature \_\_\_\_\_ date \_\_\_\_\_

**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 H**  
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 twenty (20) bi-weekly equal installments over the contract payment period, beginning with the First contract payment of the school year. Deductions for members on less than a full-year contract shall begin on their first contract payment and end on their last contract payment. 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 15, in any school year. This does not constitute a cancellation of membership.

# APPENDIX I

## Grievance Procedure Flow Chart

### JEA Grievance Procedures Article 33, Section 2

