

**NEGOTIATED AGREEMENT
BETWEEN THE BOARD OF THE
BERING STRAIT SCHOOL DISTRICT
and the
BERING STRAIT EDUCATION ASSOCIATION
on behalf of the District's teachers
2015-16, 2016-17, 2017-18**

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RATIFICATION RESOLUTION

WHEREAS the representatives of the Board of the Bering Strait School District and the representatives of the Bering Strait Education Association have met to negotiate the terms and conditions of an Agreement between the Board and the District's teachers; and

WHEREAS all items proposed for negotiations have been disposed of in a manner mutually agreeable to said representatives; and

WHEREAS the representatives of the respective parties have reached agreement on the items negotiated.

THEREFORE BE IT RESOLVED that said representatives hereby present this Agreement to the Board and to the membership of the Association with a recommendation for ratification.

Spokesperson
BERING STRAIT SCHOOL DISTRICT

Date

Spokesperson
BERING STRAIT EDUCATION ASSOCIATION

Date

AGREEMENT EXECUTION

WHEREAS the representatives of the Board of the Bering Strait School District and the representatives of the Bering Strait Education Association have negotiated the terms and conditions of this Agreement between the Board and the Association, on behalf of the District's teachers; and

WHEREAS the Association has certified in writing to the Board that this Agreement has been ratified by a majority of the Association's members who are currently employed as teachers in the District; and

WHEREAS the Board has ratified this Agreement by an affirmative vote of a majority of the Board at a duly convened public meeting.

THEREFORE BE IT RESOLVED that the Board and the Association do hereby fully execute this Agreement by affixing hereto the signatures of the Board President and the Association President.

THIS AGREEMENT to be effective for the period as specified in the Duration provision contained herein.

Board President

Date

BERING STRAIT SCHOOL DISTRICT

Association President

Date

BERING STRAIT EDUCATION ASSOCIATION

000 RECOGNITION

WHEREAS the Board of the Bering Strait School District has recognized the Bering Strait Education Association as the exclusive bargaining agent for the purpose of negotiating the Agreement contained herein on behalf of the teachers of the District, and

WHEREAS the Board and the Association have reached certain understandings, which they wish to confirm in this Agreement, the parties hereby agree as follows:

100 DEFINITIONS

101 Agreement: shall mean this Negotiated Agreement.

102 Alaska Law: shall mean applicable Alaska statutes and applicable regulations of Alaska agencies having regulatory powers over operations of the District.

103 Approved Coursework: shall mean coursework taken from an approved institution that is in the teacher's assigned teaching area(s), is in the teacher's area(s) of certificate endorsement, or is part of a program leading to an advanced degree or additional endorsement, or is approved by the Superintendent except for coursework for which a grade of "D" is awarded. Notwithstanding the provisions of this section, coursework submitted by the teacher and accepted by the District prior to the effective date of this Agreement shall constitute approved coursework.

104 Approved Institution: shall mean a college or university accredited by the Northwest Association of Schools and Colleges (or other equivalent regional accrediting association) or an institution approved by the Superintendent.

105 Association: shall mean the Bering Strait Education Association or successor organization.

106 Association President: shall mean the President of Association or the President's designee.

107 Board: shall mean the governing body of the District.

108 Assault: Assault is when (1) a person recklessly causes physical injury to another person; (2) with criminal negligence that person causes physical injury to another person by means of a dangerous instrument; or (3) by words or other conduct that person recklessly places another person in fear of imminent physical injury.

109 Day: shall mean a calendar day except as otherwise may be specified herein or may clearly be dictated by context.

110 Day on Duty: shall mean a day on regular pay status; i.e., a day of work, a paid holiday, or a day of compensated leave.

111 Deliver or Delivery: shall mean hand delivery of documentation or deposit of same in the US Post Office, registered or certified mail, postage pre-paid. The date of delivery shall mean the date of hand delivery or the postmark date of registered or certified mail. The date of delivery shall also mean the date of a facsimile transmission provided the original of the facsimile is delivered

according to this provision within forty-eight (48) hours of the facsimile transmission, along with a copy of the facsimile transmission report, stating date/time of transmission.

- 112 District: shall mean the Bering Strait School District, and as may be applicable, shall mean the Board and/or the administration of the District. As may be applicable as regards the establishment of seniority benefits, "District" shall include any school previously operated by the State of Alaska or the Bureau of Indian Affairs within the present boundaries of the District.
- 113 Entry on Duty: shall mean the teacher's first day on duty during the school year.
- 114 Grievance: shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this Agreement by the District.
- 115 Grievant: shall mean the teacher, teachers, or the Association filing a grievance.
- 116 Immediate Family: shall mean the teacher's spouse, parent, spouse's parent, sibling, or child (including a child for whom the teacher is the legal guardian) except as otherwise may be specified in this Agreement or approved by the Superintendent.
- 117 Party in Interest: shall mean the teacher or teachers filing a grievance, the Association, the District, any person or persons required to take action relative to a grievance, and any person or persons upon whom action might be taken in resolving a grievance.
- 118 Receipt: shall mean the receiving of hand delivered documentation or of registered or certified mail. The date of receipt shall mean the date of the receiving of hand delivered documentation or of registered or certified mail.
- 119 Semester Hour: shall mean a semester hour of credit, or the quarter-hour equivalent thereof, awarded by an approved institution.
- 120 Superintendent: shall mean the Superintendent of the District or the Superintendent's designee.
- 121 Teacher: shall mean a regularly contracted District employee who occupies a position for which an Alaska Type A, C Teacher's Certificate or the three-level (Initial, Professional, and Master) standards-based certification system is required, except for the Superintendent and employees in an administrative group the majority of whom have elected not to be represented in the teacher's bargaining group.
- 122 Year of Service: shall mean a period of not less than the equivalent of one hundred forty (140) standard work days on duty, served between July 1 and June 30 under contract in a position for which a valid standard teaching certificate is required. Such service shall be in a public (or in an approved or accredited non-public) elementary or secondary school in the United States (or outside the United States supported by funds of the United States Government). Up to five (5) years of military service may be counted in the event that the military service interrupted teaching service in Alaska and the teacher immediately returned to teaching after the military leave. A District-approved sabbatical or educational leave during which the teacher earns at least twenty-

two (22) semester hours of approved coursework, or the maximum course load allowed by the institution, whichever is less, shall count as a year of service for salary schedule placement purposes. No year of service can be counted until July 1 following completion of the year of service.

123 Year, School Year, and Work Year: shall mean that period beginning with the teacher's first day on duty and ending with the last day on duty falling between July 1 and the following June 30 except as otherwise may be specified in this Agreement.

124 Student Contact Day: shall mean the time established in board policy and AS 14.03.040 that students are required to be in attendance

125 Teacher Workday: shall mean the time the teacher is required to be at their duty station as established in the negotiated agreement (Section 602.1 seven hours exclusive of a duty-free lunch period).

126 Standard Work Week: The standard workweek for the classroom teacher shall be thirty-five (35) hours exclusive of a daily thirty (30) minute duty-free lunch.

200 MANAGEMENT RIGHTS

The Board expressly retains all of its rights, powers, and duties to govern and manage the District except as specifically may be limited or abridged by this Agreement.

300 TERMS OF AGREEMENT

301 Scope

This Agreement constitutes the full and complete agreement between the District and the Association and teachers and expressly supersedes any other agreement whether written, oral, express, or implied. During its term, this Agreement may be modified only by written instruments executed by the duty authorized representatives of the Board and the Association.

302 Conformity to Law

If any provision of this Agreement is found to be contrary to law by a court, agency, or tribunal having jurisdiction and enforcement powers over the District, and if said body orders that the Agreement be cured to conform to the law, such provision shall be declared invalid and unenforceable upon the exhaustion of any appeals, but all other provisions of the Agreement shall remain unaffected. If no appeal is taken, the Board and the Association shall meet within twenty (20) days after the order, or if an appeal is taken, the parties shall meet within twenty (20) days after the exhaustion of the appeal procedures, to negotiate a remedy for the tainted provision consistent to the greatest extent possible with the intent of the original provision. Neither the District, the Association, nor any teacher shall be entitled to make any claim for damages as a result of any such tainted provision and each party expressly waives any right to such claim for damages.

303 Duration

This Agreement shall be effective as of July 1, 2015 and shall remain in effect through June 30, 2018.

304 Distribution

Within thirty (30) days of full ratification, the District shall provide the teacher with a copy of this Agreement and shall provide the Association with five (5) copies. Thereafter, the District shall provide the newly hired teacher with a copy along with the first individual contract offered that is to become effective during the term of this Agreement. Additional copies shall be available for Two Dollars (\$2.00) each.

305 Negotiations

Either the Superintendent or the Association President may request negotiations for a successor agreement by delivering written notice to the other between October 1 and November 15, 2017. The parties shall mutually schedule the first negotiations' session to be held within a reasonable time after the written notice is received. If such notice is not delivered within this time period, this Agreement shall remain in full force and effect for a period of twelve (12) months from the scheduled expiration date. Ten days

prior to the first negotiation session, the negotiation teams shall exchange written proposals. Proposals will be exchanged in a person to person meeting between a representative of BSEA and a representative of the Superintendent's office. The initial proposals, last best offer proposals, tentative agreements before ratification, and final agreements reached by the parties are public documents and are subject to inspection and copying under AS 40.25.110-40.25.140.

400 CERTIFICATION

401 Teacher's Certificate

The teacher shall hold and maintain a valid, current Alaska Type A, C Teacher's Certificate or the three-level (Initial, Professional, and Master) standards-based certification system as required under law and shall promptly provide the Superintendent with a copy thereof upon initial hire and upon certificate renewal.

402 Medical Certificate

The teacher shall hold and maintain a valid, current medical certificate including a tuberculosis-screening certificate as required. The District shall reimburse the teacher for the reasonable and necessary costs of obtaining a required medical certificate that substantially exceeds the requirements of a routine physical examination or those established under Alaska law.

403 Educational Transcripts

403.1 Submission

The teacher shall be responsible for having official transcripts of college or university coursework sent to the Superintendent directly from the conferring institution(s) to be received not later than October 10, or forty-five (45) days after entry on duty, whichever is later. Upon the demonstration by the teacher of a good faith effort to secure said transcripts in the time period as provided above, the deadline shall be extended. In no case, however, shall transcripts be applicable to the then current work year if received more than ninety (90) days after the teacher's entry on duty for the work year.

403.2 Use

The District shall use transcripts for purposes including, but not limited to, the determination of salary schedule placement. Only transcripts of coursework completed prior to the entry on duty date of the then current work year shall be applicable for salary placement for that year.

404 Certification of Prior Years of Service

404.1 Submission

The teacher shall be responsible for having official documentation of prior years of service sent promptly to the Superintendent from the school district(s) where the service was performed. Official records of a state teacher retirement system may be substituted for employer records if such records satisfactorily describe the teacher's prior years of service as required under this Agreement.

Documentation of prior years of service must be received by not later than October 10, or forty-five (45) days after entry on duty, whichever is later. Upon the demonstration by the teacher of a good faith effort to secure said documentation in the time period as provided above, the deadline shall be extended. In no case, however, shall records of prior years of service be applicable to the then current school year if received more than ninety (90) days after the teacher's entry on duty for the work year.

404.2 Use

The District shall use records of prior years of service for purposes including, but not limited to, the determination of salary schedule placement.

500 INDIVIDUAL TEACHER CONTRACT

501 Contract Required

The District and the teacher shall execute an individual teacher contract as provided under Alaska law. Any amendment(s) thereto shall be in writing and signed by the teacher and the authorized District representative(s). Individual teacher contracts shall not be issued prior to January 15 of each school year.

502 Reference Clause

The provisions of this Agreement shall be incorporated by reference into the individual teacher contract that is effective during the term of the Agreement. In the event of a conflict between said contract and the Agreement; the provisions of the Agreement shall be controlling.

503 Breach of Contract

Should the teacher terminate the individual contract without the written consent of the District, said action may be deemed to constitute a breach of contract and may render the teacher liable to such penalties as may be prescribed under Alaska law. Furthermore, in the event of such breach of contract, the District shall have the right to require the teacher to pay to the District as liquidated damages an amount equal to fifteen (15) days salary at the daily rate as provided under the breached contract, which amount may be deducted by the Superintendent from any compensation otherwise owed to the teacher for services performed prior to the date of the breach.

600 Work Year and Work Day

601 Work Year

601.1 Standard Work Year

For teachers returning to the District without a break in service, the standard work year shall consist of one hundred ninety-two (192) days on duty which shall be made up of days in session, state-mandated school holidays, and non-student work days as prescribed by the Board-approved school calendar(s).

For teachers contracting with the District for the first year or returning after a break in service, the standard work year shall consist of one hundred ninety-five (195) days on duty which shall be made up of days in session, state-mandated school holidays and non-student work days as prescribed by the Board-approved school calendar(s).

601.2 Non-Standard Work Year

601.2.1 Reduced Work Year

In the event that the teacher serves less than the standard work year, the teacher shall be paid at the daily salary rate for each day on duty including applicable school holidays.

601.2.2 Extended Work Year

Upon the prior written agreement of the teacher and the Superintendent, the teacher may serve more than the standard work year. In such event, the teacher shall be paid for such additional days at the daily salary rate or shall serve for such other compensation as the teacher and the Superintendent shall mutually agree upon in writing.

Voluntary extensions of the work year shall be paid at compensation as the teacher and the Superintendent mutually agree upon in writing.

602 Work Day

602.1 Standard Work Day

The standard workday shall consist of seven hours exclusive of a duty-free lunch period. Teachers shall be provided with no less than fifty (50) minutes during the seven hour work day of which at least 30 consecutive minutes of such time shall be uninterrupted by other assigned duties exclusive of staff meetings. Staff and administrators at each site shall work together to develop a mutually agreed upon master schedule. Each site shall be encouraged to work toward the achievement of a preparation period during the student contact day.

602.2 Extensions of the Standard Work Day

VTCs that are required of all staff members or of the majority of a site's staff will, whenever possible, be scheduled during the standard workday. In the event that a required full staff VTC takes place when a staff meeting would have otherwise been scheduled, the administration may extend the workday by no more than one hour in order to hold a full staff meeting. VTCs that are held as part of an extra duty contract position or that are voluntary may be scheduled outside of the regular contract day and will not take the place of staff meetings.

One open house and three parent-teacher conferences may be scheduled each school year. These events are required professional duties that may be scheduled outside of the standard workday.

Notwithstanding the above, teachers and administrators may mutually agree to meet outside of the standard workday. Whenever possible, the teachers shall be afforded three days prior notice of such workday extensions.

Professional activities exclude, but are not limited to sporting activities/ events. The district agrees not to pressure the teacher unduly to volunteer for additional activities/ days nor to penalize the teacher in any way for declining to volunteer.

602.3 Non-Standard Work Day

Upon the prior written agreement of the teacher and the Superintendent, the teacher may be employed to regularly serve for a reduced workday. In such event, the teacher's daily salary and the value of quantifiable benefits, including but not limited to compensated leave and group insurance, shall be pro-rated by multiplying the value of the benefit by a fraction, the numerator of which shall be the number of hours in the work day and the denominator of which shall be seven (7).

Upon timely notification by an employee of his/ her intent to use a leave authorized by this agreement for a period of one class period or more, the district shall make every reasonable effort to find a substitute outside the bargaining unit to cover the classes of the employee who is on leave.

603 Substituting for Administrators

Any teacher assigned by the Superintendent or his/her designee as the acting site administrator will be paid an additional one hundred (100) dollars per day. At the end of each month the principal shall prepare a timesheet signed by both the teacher and principal and will submit that timesheet to the Superintendent or his/her designee in order to receive compensation.

700 ASSIGNMENT/REASSIGNMENT

701 Assignment

The Superintendent shall assign the teacher's duties and work location so that, in the Superintendent's judgment, the best interests of the educational program may be served. Assignment decisions shall not be made in an arbitrary or capricious manner. Tentative assignments shall be delivered to the new teacher upon appointment and to returning teachers not later than the last day of school for the ensuing year.

702 Reassignment

The Superintendent may reassign the teacher's duties and/or work location so that, in the Superintendent's judgment, the best interests of the educational program may be served. Reassignment decisions shall not be made in an arbitrary or capricious manner. Any changes in work duties and/or locations after the last day of school for the ensuing year will be recognized as a reassignment.

702.1 Notice of Vacancies

The administration shall determine and post vacancies that will be available for the following school year according to the following schedule: Teacher vacancies by site will be posted on the district web site within seven (7) days of the position becoming available. Vacancies will be posted internally for ten (10)

days before being opened to outside candidates. All vacancies will remain posted until filled.

702.2 Voluntary Reassignment

The Superintendent shall give consideration to the written request of the teacher to be reassigned to a specific vacant teaching position. Once a vacancy is posted written requests maybe submitted to the Superintendent at any time during the contract year. Such request shall be granted first consideration prior to consideration of a new applicant.

During the period when a vacancy is posted, a teacher may request consideration for the vacancy using the in-district Reassignment Request Form and submitting it to the Human Resources Department. After the posting of a particular vacancy closes, a teacher cannot apply for that vacancy unless the vacancy is not filled and the District reposts the vacancy.

Teachers will not be required to resign their current position before applying for another position.

Certification, housing and seniority shall be considered in voluntary reassignment and transfers.

702.3 Involuntary Reassignment

Absent exigent circumstances, prior to an involuntary reassignment, the District will seek volunteers.

Whenever practicable, the teacher shall be given not less than thirty (30) days prior notice of a substantial involuntary reassignment of duties or of a reassignment of work location to another community. The spouse of a married teaching couple shall not be reassigned involuntarily to a work location in a community different from that of the other spouse.

When an involuntary reassignment of location is made during the school year, the teacher shall be granted upon request up to five (5) days of compensated leave to put personal affairs in order and to move. If the teacher is given a substantial involuntary reassignment of duties during the school year, the reassignment shall be noted on the teacher's evaluations.

Upon request by the teacher to the supervisor and/or the Superintendent, a meeting shall be held to discuss an involuntary reassignment. Certification, housing and seniority shall be considered in involuntary reassignments and transfers.

The District will provide compensation to teachers who must move as a result of an involuntary reassignment pursuant to AS 14. 20.148.

800 TEACHER RIGHTS AND BENEFITS

801 Academic Freedom and Responsibility

The teacher shall have the freedom to plan, develop, and implement teaching techniques and methodologies and to present content and materials subject to sound professional judgment, in keeping with applicable course outlines, curriculum guides, and the designated instructional program, and appropriate for the subject, grade, and level taught.

The District reserves final decision-making authority in all matters of educational policy including but not limited to the selection of instructional materials and the determination of the curriculum and educational programs.

802 Personnel Files

802.1 Control

All materials placed in the teacher's official personnel file in the District Office or in a site file shall be the property, and under the control, of the District.

802.2 Confidentiality

Upon request during regular office hours a teacher or a person designated in writing by the teacher may inspect the teacher's personnel file, with the exception of closed placement files, confidential references, and interview/rating materials.

The only other persons with access to a teacher's personnel file shall be: a) The teacher's supervisor(s), b) Board Members acting within the scope of their official duties, c) The Superintendent or his/her designee, d) Other District Office personnel with a bona fide need; and who are provided access by the Personnel Director. The teacher shall be provided upon request during regular office hours, one (1) copy of any inspectionable personnel files materials. Additional copies shall cost fifty cents (\$0.50) per page.

802.3 Teacher Rights

No derogatory material shall be placed in the teacher's files unless the teacher is given a copy and the opportunity to respond in writing for attachment to the relevant document and inclusion in the files. No material in a teacher's site file shall be compiled and disseminated for other than District use.

802.4 Permanent Files

Evaluation forms and other documents pertaining to the teacher's performance and character shall remain a permanent part of the teacher's personnel files unless removal of such material is approved in writing by the teacher.

802.5 Challenged Material

The teacher may challenge through the grievance procedure the factual accuracy of any factual material in the teacher's personnel files other than the regular evaluation documents.

803 Cafeteria Benefit Plan and Group Insurance

803.1 Cafeteria Plan

The District will offer a cafeteria plan covering all elective benefits including, but not limited to, health care, life insurance, disability insurance, and paid personal leave. For school years 2015-2016, 2016-2017, 2017-2018 teachers will have the option of retaining existing benefits with no change or customizing their benefits offered under the plan. Rates established under COBRA will be used to determine the cost of medical, dental and vision coverage under the plan. If the COBRA cost of medical, dental, and vision coverage under the plan exceeds the 2011-2012 COBRA rates, the District will fund 50 percent of the increase and the teacher shall pay 50 percent of the increase.

803.2 Health

The District shall offer medical, vision, audio, and dental coverage for the teacher and the teacher's spouse and eligible dependents that is substantially equivalent to the coverage provided under the agreement that expired June 30, 2012. Acceptance of the coverage is subject to the terms and conditions of Section 803.1.

803.2.1 Health

An alternative to the current health insurance plan would be available to employees. This plan would have premiums of \$25 for a single coverage and \$100 for family coverage for the term of this agreement. The employee would make an annual election as to which health plan is chosen.

803.3 Life

The District shall offer term life insurance for the teacher in the amount of \$30,000. Acceptance of this coverage is subject to the terms and conditions of Section 803.1.

803.4 Accidental Death and Dismemberment

The District shall offer accidental death and dismemberment insurance for the teacher in the amount of \$30,000. Acceptance of this coverage is subject to the terms and conditions of Section 803.1.

803.5 Long-Term Disability

The District shall provide long-term disability insurance coverage for the teacher that shall provide benefits related to the teacher's disability upon the depletion of the teacher's accrued sick leave, accrued personal leave, and any sick leave bank entitlement or after sixty (60) days from the inception of the disability, whichever is later. The maximum benefit under the insurance plan shall provide income to the teacher at a rate that is sixty-six and sixty-seven hundredths (66.67%) percent of the teacher's salary pursuant to the salary schedule at the time of the inception of the disability, not to exceed an income benefit rate of \$3,775.00 per month. The benefits to be provided under the plan shall be payable until the teacher is no longer disabled or until the teacher reaches age,

sixty-seven (67) whichever is earlier. Acceptance of this coverage is subject to the terms and conditions of Section 803.1.

803.6 Coverage Effective Period

The coverage effective period for the insurance provided under this Article shall commence on the effective date of the Agreement for the continuing teacher and with the first day of the month coinciding with or following the teacher's first day of work under this Agreement for the teacher hired on or after the effective date of this Agreement. Coverage shall terminate on the last day of the month coinciding with or following the teacher's last day on duty except that Long-Term Disability coverage shall terminate at the end of the teacher's last day on duty under this Agreement.

803.7 Insurance Terms and Conditions

The specific terms and conditions of the insurance coverage provided under this Article shall be subject to the insurance policies issued to the District by the insurance carrier(s). Notwithstanding the provisions of Sections 301, 302, and 803.1-803.5 above, the terms and conditions of said policies may be altered at any time that state or federal laws mandate such changes or in the event that certain types of specified policies or coverage are no longer available to the District. Should such occur, the District shall be under no obligation to alter any other benefit as provided under this Agreement to compensate for changes to coverage necessitated under this section.

803.8 Claims Disputes

Any dispute relative to the adjudication of any insurance claim shall be between the insured individual and the insurance carrier or third-party claims administrator and shall not involve the District (without its consent) nor create any liability whatsoever for the District.

803.9 Insurance Booklets and Forms

The District shall provide the teacher with one (1) copy of the insurance benefit booklet and, upon request, forms required for filing claims.

803.10 Advisory Health Committee

A representative health review committee shall be appointed by September 30th of each year by the superintendent. The committee shall review the BSSD Employee's Health Plan and make recommendations to the superintendent to improve services or to reduce the cost of the Plan.

804 Travel Reimbursement

In a timely manner the teacher shall be paid for District-approved travel on the basis of Board policy, shall be reimbursed for documented actual and necessary expenses, or shall be paid under such other terms as the teacher and Superintendent may agree upon. Returning teachers shall be reimbursed a one-way seat fare from Nome or Unalakleet to site at the beginning of the school year and from site to Nome or Unalakleet at the end of the school year. A request for reimbursement with supporting documentation must be delivered by September 15/ July 15.

805 Evaluation

The teacher shall be evaluated in accordance with procedures and instruments adopted by the Board. Any changes to procedures and/or instruments shall be made pursuant to applicable Department of Education Regulations, which include the involvement of teachers in the development of procedures and/or instruments.

Prior to November 15th at first evaluation, no employee shall be placed on an observer-directed growth plan based on observations in a subject area or grade level for which they are not highly qualified.

Teachers who are teaching a core content area for which they are not highly qualified will be provided professional development and other assistance that is intended to result in the teacher becoming highly qualified in all core academic subjects taught by the teacher within three years of the date of hire, pursuant to 4 AAC 04.210 (i) (2). The teacher will be allowed to complete the professional development provided by the district before being placed on any growth plan or plan of improvement as a result of observations completed during the course(s) for which the teacher is not highly qualified.

805.1 Evaluation Committee

The District shall provide for the establishment of an evaluation committee to develop and make recommendations to the district administration in regards to the data and observation performance component scoring of staff. The committee will also make recommendations to the district in regards to professional development needs of the certified teaching staff in regards to the BSSD evaluation system.

The evaluation committee shall include members of the certified staff as well as district appointed administrative staff.

The district administrative staff members of the evaluation committee must be qualified to evaluate certified staff.

805.2 Evaluation Committee Responsibilities

- Conducting an annual review and make recommendations to the district administration in regards to implementation of the evaluation student data scoring components.
- Reviewing and making recommendations to the district in regards to staff performance indicators as they pertain to evaluative scoring of staff.
- Making recommendations to the district in regards to uniform procedures and tools for soliciting student, parent, community and staff input for performance evaluations.
- Identifying the measurements of student growth that will be evaluated in each subject area and grade level.
- Soliciting volunteers for 2 initial recommendation committees. One comprised of at least five and not more than nine certified teaching staff members from grade levels ECE through 8th grade and one comprised of at least five and not more than nine certified teaching staff members from subject areas 9-12th grades for the purpose of developing and making recommendations to the evaluation committee in regards to implementation

of data assessment criteria, frequency of assessment, and data tools for measuring student growth. The union shall select one bargaining unit members for each committee.

- The evaluation committee shall, with feedback from the ECE-8th and 9-12th grades initial recommendation committees, establish implementation criteria for each of the two groups in regards to:
 - How student growth will be measured,
 - What tools will be used for measurement,
 - The amount of student growth required for basic, proficient, and exemplary performance,
 - The schedule for conducting the assessments,
 - Whether the measurement will be aggregated or disaggregated student growth and the criteria for determining unsatisfactory, basic, proficient, and exemplary student growth.
- The evaluation committee shall make recommendations to the district in regards to the annual teacher evaluation in-service. The in-service shall occur within the first three weeks of the school year.
- The district shall schedule and coordinate training for evaluators, which provides for an assurance of inter-rater reliability in regards to observation and evaluation of staff.

805.3 Growth Plan

- All staff will be required to develop and maintain a personal growth plan during the school year.
- Staff may, at the discretion of the district-designated evaluator, be required to develop growth plans for observed areas in need of improvement above the unsatisfactory designation. These growth plans will be growth based and not part of the overall evaluation of staff.
- Staff determined to be, through observations, unsatisfactory in any performance indicators will be required to develop and maintain an observer directed growth plan for the identified deficient areas.
- An observer directed growth plan will be for a minimum of 20 school days with at least one observation on the identified deficient areas once every 10 school work days. A teacher will be allowed to select one of the days and times that they will be observed.

805.4 Plan of Improvement

- A teacher shall be placed on a plan of improvement only after such time as a certified staff members observer directed growth plan has been in effect for a minimum of 20 full instructional school days (A day in which students are present in classes for the Board approved school schedule. Deviations from the Board approved school schedule including early dismissals, for activities or other events will not be considered full instructional school days.) and staff member continues to be rated as unsatisfactory as defined by the district adopted staff performance indicator observations.
- The duration of a plan of improvement shall be (90) contract days. The duration may be shortened by mutual consent of the district appointed evaluator and teacher.

- A teacher may choose to have a union representative or other third (3rd) party present for the development of the plan of improvement and for any meetings related to the plan of improvement.
- A plan of improvement shall be mutually developed between the district designated evaluator and the teacher.
- The standard for determining satisfactory completion of a plan of improvement shall be delineated in the plan of improvement for each performance indicator addressed in the plan of improvement.
- The district shall provide support to the teacher to assist in the teacher's remediation of deficiencies addressed in the plan of improvement. Supports may include, but are not limited to, additional training or re-training, peer coaching and feedback, additional classroom resources, and completion of module training in relevant performance indicator areas. A plan of improvement shall identify which resources shall be provided or used, the time frame in which they will be provided and the procedures that the teacher should follow in making the request.
- A teacher on a plan of improvement shall be observed by a district-designated observer at least once every 20-calendar days. Each observation shall be followed by a post-observation conference of the teacher and the district appointed evaluator to occur within five working days of the observation.

805.5 Evaluation of Administration

Teachers shall have the option of submitting the evaluation of their site administrator either directly to the site administrator or to the site administrator's evaluator.

806 Student Teachers

The assigning of the teacher supervisor shall be a mutual decision between the teacher supervisor, host teacher preparation program coordinator and the Superintendent of Schools. No teacher will be required to be a teacher supervisor.

807 Employment Related Assault

Any employment related assault or criminal activity directed to the teacher or the teacher's family shall promptly be reported to the site administrator and to the Superintendent; in addition the teacher may report to the appropriate governmental agency. The Superintendent shall take action, as the Superintendent deems appropriate.

808 Teacher Discipline

The teacher shall not be disciplined without just cause. For the purposes of this section, discipline shall be defined as a formal written warning or reprimand for placement in the teacher's official personnel file, a disciplinary suspension without pay, a reasonable suspicion determination made pursuant to Section 1600, or a disciplinary reduction of any benefit as provided under this Agreement but shall not include non-retention or dismissal.

900 Leaves

901 *Compensated Leaves*

901.1 Sick Leave

901.1.1 Accrual

The teacher shall accrue sick leave at the rate of one and one-third (1-1/3) days per calendar month, or major fraction thereof, of actual service. Accumulation shall be year to year without limit. Upon entry on duty, teachers shall be pre-credited with the anticipated number of days to be accrued during the school year. Should the teacher use more days during the work year than are actually accrued, the excess shall be deducted from the teacher's final paycheck for the work year.

901.1.2 Use, Personal

The teacher may use accrued sick leave for the teacher's personal injury or illness including maternity related disabilities. Sick leave may also be used for routine doctor or dental appointments and for elective procedures upon approval of the Superintendent. Reasonable and necessary travel time to and from the nearest competent medical treatment shall be chargeable to sick leave.

901.1.3 Use, Family

The teacher may use accrued sick leave for the death or serious illness or injury of a member of the teacher's immediate family in order for the teacher to be present with the family member, to be present at the funeral, or to attend to pressing family business relative to the illness, injury, or death. The teacher may also use accrued sick leave in the event of an illness, death or injury of any person living within the teacher's household in the event that the teacher has a reasonable need to attend to that person.

The teacher may use accrued sick leave under this section at the rate of ten (10) days per standard work year.

901.1.4 Use, Parenting

The teacher may use accrued sick leave at the time of birth or adoption of a child in addition to any leave that would otherwise be available under Sections 901.1.2 and 901.1.3 above. The use of accrued sick leave under this section shall not exceed the rate of five (5) days per standard work year.

901.1.5 Administrative Exceptions

Upon forty-eight (48) hours prior notice, the teacher may be required to postpone the use of sick leave for routine, elective, or other non-emergency purposes if it is determined that the teacher's absence would create a substantial understaffing problem or for other compelling reasons affecting the welfare of the District. The District shall reimburse the teacher for the documented cost of any airline imposed cancellation

penalty for canceled reservations on scheduled airline flights that may result because of this exception.

901.1.6 Certification

After three (3) consecutive days of sick leave, the District may require a written statement from the attending physician certifying the need for the leave. Additional medical certification may be required at District expense.

901.2 Personal Leave

901.2.1 Accrual

The teacher shall accrue personal leave at the rate of two (2) days for not less than the standard work year. Unused personal leave shall accumulate from year to year not to exceed four (4) days at any give time. The teacher who completes two years of service with the District (continuous) up to four years of service with the District (continuous), may cash-out up to four days at 50% of the teacher's daily salary rate upon written request to the Superintendent at least thirty (30) days before the last workday.

The teacher who completes four (4) years of service with the District (continuous), shall receive an additional day of personal leave (3) per standard work year, and shall accumulate up to six (6) days from year to year at any give time. Such days may be cashed out at the end of any standard work year at one hundred percent (100%) of the teacher's daily salary rate, upon written request to the Superintendent at least thirty (30) days before the last workday.

The teacher who completes eight (8) years of service with the District (continuous), shall receive an additional day of personal leave (4) per standard work year, and shall accumulate up to eight (8) days from year to year at any given time. Such days may be cashed out at the end of any standard work year at one hundred percent (100%) of the teacher's daily salary rate, upon written request to the Superintendent at least thirty (30) days before the last workday.

The teacher who completes twelve (12) years of service with the District (continuous), shall receive two additional days of personal leave (6) per standard work year, and shall accumulate up to eight (8) days from year to year at any given time. Such days may be cashed out at the end of any standard work year at one hundred percent (100%) of the teacher's daily salary rate, upon written request to the Superintendent at least thirty (30) days before the last workday.

Upon entry on duty, the teacher shall be pre-credited with the number of days anticipated to be accrued by the end of the work year. In the event that the teacher uses more days during the work year than are actually accrued, the excess shall be deducted from the teacher's final paycheck of the work year.

901.2.2 Use

The teacher may use accrued personal leave to attend to personal or family business that cannot reasonably be attended to outside of working hours, to augment sick leave, and to conduct Association business. Except upon approval of the Superintendent, personal leave may not be used during the first or last five (5) working days of the work year, on the work day immediately prior to or after a holiday or vacation period, or by more than one (1) teacher per school per day or one (1) teacher per school per day for each ten (10) teachers or major fraction thereof on the school staff, whichever is greater.

901.2.3 Administrative Exceptions

Upon forty-eight (48) hours prior notice, the teacher may be required to postpone the use of personal leave for non-emergency purposes if it is determined that the teacher's absence would create a substantial understaffing problem or for other compelling reasons affecting the welfare of the District. The District shall reimburse the teacher for the documented cost of any airline imposed cancellation penalty for canceled reservations on scheduled airline flights that may result because of this exception.

901.3 Other Leaves

901.3.1 Application

Upon written application stating the reasons for the requested leave, the Superintendent may grant compensated leave for other purposes not specified in this Article above.

901.3.2 Administrative Exceptions

Upon forty-eight (48) hours prior notice, the Superintendent may cancel, postpone, or otherwise alter the provisions for the use of other leave if the District determines that the teacher's absence would create a substantial understaffing problem or for other compelling reasons affecting the welfare of the District. The District shall reimburse the teacher for the documented cost of any airline imposed cancellation penalty for canceled reservations on scheduled airline flights that may result because of this exception.

901.4 Court Leave

While on court leave, an employee shall be paid their current daily rate and shall turn-over to the district all monies received from the court as compensation for services.

902 Non-Compensated Leaves

902.1 Medical Leave

902.1.1 Use, Personal

Upon the exhaustion of all available compensated sick and personal leave and any sick leave bank entitlement, the teacher shall be entitled to use non-compensated sick leave as needed for the teacher's illness or injury

through the end of the work year during which the illness commences or the injury occurs. Said leave shall be subject to the provisions of Sections 901.1.5 and 901.1.6 above.

902.1.2 Use, Family

Upon the exhaustion of all available or allowable compensated sick leave and all compensated personal leave, the teacher shall be entitled to use non-compensated sick leave at the annual rate of not more than ten (10) days based on a standard work year for illnesses, injuries, or deaths in the family or household as provided under the first paragraph of Section 901.1.3 above and subject to the provisions of Sections 901.1.5 and 901.1.6 above.

902.2 Personal Leave, Short Term

Upon written request to the supervisor and approval of the Superintendent, the teacher may be granted non-compensated personal leave for any purpose and for any period of time of less than a full semester and not extending beyond the end of the then current work year. The teacher shall be notified in writing regarding the decision within thirty (30) days after the Superintendent's receipt of the request.

902.3 Personal Leave, Long-Term

Upon written request to the supervisor and approval of the Superintendent, the tenured teacher may be granted a non-compensated leave of absence for either or both semesters of a school year. The request for a leave to commence with the first semester shall be delivered by the prior March 1, and the request for a leave to commence with the second semester shall be delivered by the prior October 1. The teacher shall be notified in writing regarding the decision within forty-five (45) days of the Superintendent's receipt of the request.

902.4 Layoff Leave

The teacher who is non-retained solely due to a reduction in force shall be placed on non-compensated layoff leave for a period not to exceed twenty-four (24) months from the effective date of the non-retention. If the teacher is recalled and enters on duty, as a teacher within this period, the teacher shall be entitled to the leave rights as provided under Section 904 below.

903 Reporting

Except as may otherwise be specified in this Article, the anticipated use of leave shall be reported to (or requested of as applicable) the immediate supervisor or designee as far in advance as is reasonably possible. The teacher shall provide the supervisor with lesson plans as required to cover the expected period of the leave unless unforeseeable circumstances make such provisions impossible.

904 Leave Rights

A compensated leave, or a non-compensated leave of not more than twenty-one (21) consecutive working days shall not be considered a break in service in any manner except as it may affect the accrual of sick leave and personal leave as provided in Sections 901.1.1 and 901.2.1. A non-compensated leave of more than twenty-one (21)

consecutive working days shall not be considered a break in service as may be provided under Alaska law or for the purpose of retaining accrued leave, tenure, or any seniority benefits as may be provided under this Agreement except, however, nothing contained herein may be construed to conflict with the provisions of AS 14.20.345 or any other Alaska statute or regulation. The teacher shall not be entitled to any District-paid insurance benefits as provided under Section 803 during a non-compensated leave period of more than twenty-one (21) consecutive working days. However, the teacher may be allowed to convert to individual life and accidental death and dismemberment coverage for premium rates established by the carrier and shall be allowed to purchase the District's group health coverage for premium rates allowable under COBRA.

905 Leave Penalties

In the event that the teacher uses a leave period for a purpose other than that for which the leave was granted without the express prior written permission of the Superintendent or otherwise uses leave in a fraudulent manner, the teacher may be subject to disciplinary action.

906 Unemployment Compensation

The teacher who applies for and is granted any type of leave under this Article expressly waives any and all entitlements or rights to unemployment compensation or benefits and agrees not to file for unemployment compensation or benefits for the leave period.

1000 SICK LEAVE BANK

1001 Establishment and Eligibility

A voluntary Sick Leave Bank is established. Each teacher and each District employee who occupies a position for which a valid, current Alaska Teacher's Certificate is required shall be eligible to enroll in the Sick Leave Bank.

1002 Enrollment

The employee may enroll in the Sick Leave Bank by giving written notice to the Superintendent to be received by September 30 of the school year or within thirty (30) days of initial employment, whichever is later. The effective date of enrollment shall be the date upon which the first day of accrued sick leave is contributed by the employee as provided in Section 1004.1 below, except that the effective date of the enrollment for the employee who is a member of the District Sick Leave Bank as of the effective date of this Agreement shall be the effective date of this Agreement.

1003 Termination

Once enrolled, membership shall be continuous from year to year until the employee terminates employment with the District or unless the employee terminates membership in the Sick Leave Bank. Notice of termination of membership shall be given in writing to the Superintendent to be received not later than September 15. Upon receipt of the membership termination notice by the Superintendent, the employee shall be terminated from the Sick Leave Bank effective the previous July 1.

Upon termination of membership, the employee shall not be entitled to withdraw any sick leave days contributed to the Bank.

1004 Contributions

1004.1 Initial Contribution

The employee who initially enrolls in the Sick Leave Bank on or after the effective date of this Agreement shall automatically contribute one (1) day of accrued sick leave on the date that the notice of enrollment is received by the Superintendent. If no sick leave has been accrued as of that date, the first day of sick leave to be accrued shall be contributed on the first working day of the month following accrual.

1004.2 Additional Contributions

If during the school year the Sick Leave Bank becomes depleted, each member shall, on the date that the Bank becomes depleted, contribute one (1) day of accrued sick leave up to a maximum of two (2) days per member during year. Should the member not have a day of accrued sick leave to contribute on the date the Bank becomes depleted, the member may contribute a day's pay in lieu of a day of sick leave. Otherwise the member shall contribute the first day of sick leave next accrued on the first working day of the month following accrual. In such event, the member shall not be entitled to the benefits of the Sick leave Bank during the interim. Notwithstanding, the member who meets the requirements to withdraw days from the Bank as provided below in Section 1005 on the date that the contribution is required shall continue to be eligible to withdraw days under that section. In such event, the member shall contribute the first day of sick leave next accrued as provided above.

1005 Withdrawals

1005.1 Withdrawal Eligibility

A member shall be eligible to withdraw days from the Sick Leave Bank for the member's illness or injury only after having depleted all available compensated sick leave and personal leave. Days withdrawn shall be paid at seventy-five percent (75%) of the member's daily salary rate.

1005.2 Withdrawal Application and Conditions

In order to withdraw days from the Sick Leave Bank, the member shall submit a written application to the Superintendent accompanied by written certification from the attending medical doctor indicating the extent of the illness or injury and the anticipated length of the required absence from work. The request for the withdrawal of days from the Bank shall be denied if the member fails to substantiate properly the medical necessity for the leave period. The member withdrawing days from the Bank shall not be required to repay the Bank for the days withdrawn except as a regular contributing member of the Bank as provided in Section 1004.2 above.

1005.3 Withdrawal Limitations

The member may withdraw from the Sick Leave Bank during the school year up to twice the number of sick leave days accrued prior to the entry on duty date of

the school year, or twenty-four (24) days, whichever is greater, if such days are available in the Bank.

1006 Balance Limitation

The total number of days in the Sick Leave Bank shall not exceed current number of members in the bank in that school year or one hundred (100) days, whichever is greater. In the event that the number of days contributed under Sections 1004.1 and 1004.2 would cause the balance to exceed the number of members in the bank in that school year, the excess shall immediately be deleted. Such days deleted shall not be refunded to the contributing members or to the Sick Leave Bank.

1007 Administration

The Sick Leave Bank shall be administered by the District in accordance with this Article. Not later than June 30 of each year the Superintendent shall provide the Association President with an annual report of Sick Leave Bank activity including, but not necessarily limited to, the beginning and ending balances, membership roster, number of days contributed by members, and number of days withdrawn by members. Upon request, the Association President may review the records of the Sick Leave Bank during regular office hours.

1100 GRIEVANCE PROCEDURE

1101 Purpose

The purpose of the Grievance Procedure shall be to secure, at the lowest administrative level, a fair, equitable, and expeditious solution to a grievance. Notwithstanding the provisions of Section 114, the Grievance Procedure shall not be available to adjudicate alleged violations of state or federal law or disputes regarding non-retention or dismissal actions. Alleged violations covered by the Grievance Procedure may be adjudicated only under this procedure, and alleged violations not covered by the Grievance Procedure may not be adjudicated under this procedure.

1102 Time Lines

The time lines as provided under this Article shall be adhered to strictly except by the prior written agreement of the grievant and the District. In the event that a time line is exceeded by the grievant, the grievance shall be waived. If a time line is exceeded by the District, the grievance shall be eligible for appeal to the next level of the Grievance Procedure.

1103 Representation

Beginning with Level One of the Grievance Procedure, all parties in interest shall be entitled to representation of their choosing.

1104 Association Involvement

Beginning with Level One of the Grievance Procedure, grievances or appeals shall be countersigned by the Association President. All official communications including but not limited to grievances, appeals, and decisions from or to the grievant shall be through the Association President. The Association President may attend all grievance hearings.

1105 Witnesses

At all levels of the Grievance Procedure, the grievant and the District shall be allowed to call, examine, and cross-examine witnesses. Beginning at Level Two, each party shall provide the other with a list of witnesses to be called not less than forty-eight (48) hours prior to a grievance hearing. However, such notice shall not be required for rebuttal witnesses.

1106 Evidence

The District and the grievant shall make available to each other, upon request, all pertinent documentary material relative to the grievance except material required to be kept confidential by law. Beginning at Level Two, each shall provide the other with copies of all documentary material to be introduced as evidence not less than forty-eight (48) hours prior to the first grievance hearing at which it is to be introduced except as otherwise may be specified in this Article. However, such notice shall not be required for rebuttal evidence.

1107 Grievance Hearings

1107.1 Place and Time of Hearings

Except as otherwise may be agreed upon, the Level One grievance hearing wherein the grievant is a teacher or teachers from a single location shall be held at that location. All other hearings shall be held in the District Office. To the extent practicable, grievance hearings shall be held outside of normal working hours to avoid loss of work by District employees. Grievance hearings shall be held in closed session.

1107.2 Hearing Records

The District shall, and the Association may, record all grievance hearings. Each shall make available to the other, upon request, a copy of the recording for cost. Hearing records or any reference thereto shall not be maintained in personnel files. To the extent required by law or District policy, hearing records shall be kept confidential.

1107.3 Teacher Participation

The District shall take no reprisals against any teacher or the Association for legitimate participation in the Grievance Procedure pursuant to the provisions of this Article. In the event that the teacher is required to be absent from work in order to participate in a grievance hearing as a grievant, witness, Association representative, or other party in interest, the teacher shall be permitted to do so without loss of compensation so long as the Association President has advised the Superintendent of the need for leave not less than twenty-four (24) hours prior to the hearing.

1107.4 Hearing Decisions

Hearing decisions shall be in writing, shall set forth the reasoning underlying the decision, shall be signed, and shall be delivered to the Association President as provided in this Article.

1108 Grievances and Appeals

1108.1 Initial Grievance

An initial grievance shall be filed at Level One if the immediate supervisor is the alleged cause for the grievance or at Level Two if a higher level administrator or the Board is the alleged cause. The grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged to have been violated, shall state the specific redress sought, and shall be signed by the grievant and the Association President. The initial grievance shall be delivered not later than thirty (30) days from the date that the grievant knew or should have known of the alleged violation.

1108.2 Appeals

An appeal of a grievance decision shall be in writing, shall set forth the specific reasons for the appeal, and shall be signed by the Association President.

1109 Obligations of the Parties

All parties to a grievance shall be obligated to abide by all of the provisions of this Article for the processing of the grievance and shall be obligated to abide by all other provisions of this Agreement during the pendency of the grievance. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress regarding a grievance not pursued in accordance with the provisions of this Article.

1110 Expenses of the Parties

Except as otherwise may be provided in this Article, the Association, the District, and any other party shall be responsible only for their own respective costs relative to their performance under this Article.

1111 Procedure

1111.1 Level One, Immediate Supervisor

1111.1.1 Hearing

Upon receipt of an initial grievance as provided under Section 1108.1 above, the supervisor shall schedule a hearing to be held within seven (7) days after receipt and shall notify the grievant not less than forty-eight (48) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within five (5) days after the date of the hearing.

1111.1.2 Appeal

The Association President may deliver an appeal through the Superintendent to Level Two within fifteen (15) days after the date of receipt of the written decision.

1111.2 Level Two, Superintendent

1111.2.1 Hearing

Upon receipt of an initial grievance as provided under Section 1108.1 above or an appeal as provided in Section 1111.1.2 above, the Superintendent shall schedule a hearing to be held within ten (10) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance as to the time and place of the hearing. The hearing may be conducted by audio or video conference if agreeable to the parties. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

1111.2.2 Appeal

The Association President may deliver an appeal through the Superintendent to Level Three within ten (10) days after the date of the hearing.

1111.3 Level Three, Binding Arbitration

1111.3.1 Selection of Arbitrator

The services of the American Arbitration Association shall be utilized for the selection of an arbitrator. The Superintendent and BSEA shall jointly contact the American Arbitration Association for this purpose within five (5) days after receipt of the Level Three appeals.

1111.3.2 Schedule

The arbitration hearing shall be held at a date, which is mutually agreeable among the Superintendent, the Association President, and the arbitrator.

1111.3.3 Multiple Cases

In the event that more than one (1) arbitration case is pending, they shall be heard in the following order: first priority shall be given to cases involving a continuing liability to the District (i.e., where back pay or pay differentials would accrue); other cases shall be assigned priority according to the date of receipt of the Level Three appeal.

1111.3.4 Grievability or Arbitrability

In a dispute regarding the grievability or arbitrability of a grievance, that issue shall be heard first by the arbitrator. Unless the arbitrator determines that the grievance is grievable or arbitrable, the arbitrator shall not hear the substantive issues of the grievance.

1111.3.5 Introduction of New Evidence

No new witnesses, testimony, or other evidence may be introduced at Level Three. If new witnesses, testimony, or other evidence emerge prior to Level

Three, the grievance will be remanded to Level Two for the purpose of hearing such evidence and rendering a decision at that level.

1111.3.6 Rules

Except as may otherwise be specified under this Article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.

1111.3.7 Decision

The arbitrator shall deliver the written decision to the Superintendent and the Association President within thirty (30) days after the date of the hearing. The arbitrator shall make no decision that is contrary to this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power or authority to make decisions that modify, alter or amend the terms of this agreement. In an award with a retroactive effect, the award may not have effect beyond the beginning of the contract year during which the grievance was filed.

1111.3.8 Restriction on Appeals

The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska law for appeals of arbitration decisions.

1111.3.9 Expenses

The charges of the arbitrator shall be borne equally by the District and the Association.

1200 SALARY

1201 Placement on the Salary Schedule

1201.1 Column Placement

The teacher shall be placed on the appropriate column of the Salary Schedule on the basis of the required documentation submitted to the Superintendent showing the degree(s) conferred and the coursework completed prior to the entry-on-duty date of the work year during which the placement is to become effective. Placement shall be based upon a Baccalaureate Degree or the highest degree* above the Baccalaureate Degree earned coincident with or subsequent to the teacher's eligibility for an Alaska Type A or C Teacher's Certificate or the three-level (Initial, Professional, and Master) standards-based certification system as required. Column placement shall further be governed by the following definitions:

"B": shall mean a Baccalaureate Degree earned from an approved institution.

"B+18, B+36, B+54, B+72": shall mean eighteen (18), thirty-six (36), fifty-four (54), or seventy-two (72) semester hours of approved coursework, respectively, earned subsequent to the conferring of the Baccalaureate Degree and

subsequent to the teacher's eligibility for an Alaska Type A or C Teacher's Certificate.

"M": shall mean a Master's Degree* earned from an approved institution.

"M+18; M+36, M+54": shall mean eighteen (18), thirty-six (36), or fifty-four (54) semester hours of approved coursework, respectively, earned subsequent to the conferring of the Master's Degree* and subsequent to the teacher's eligibility for an Alaska Type A or C Teacher's Certificate or the new three-level standards-based professional teacher certification.

"Doctorate": shall mean an earned, rather than an honorary, Doctor's Degree* conferred by an approved institution.

*In order for an advanced degree to be applicable for column placement, the degree must be in elementary or in secondary education, in educational administration, or in any other area in which the Alaska Department of Education offers certificate endorsements, or must be approved by the Superintendent.

1201.2 Step Placement

The teacher shall be placed on the appropriate step of the Salary Schedule on the basis of the required documentation submitted to the Superintendent showing the years of service prior to employment with the District and District documentation of in-District years of service completed prior to July 1 preceding the entry on duty date of the work year during which the placement is to become effective. Out-of-District years of service for step placement purposes shall be limited to a maximum of six (6), eight (8), and ten (10) years for the teacher holding a Baccalaureate, Master's*, or Doctor's Degree*, respectively, upon initial entry on duty with the District.

1201.3 Placement Adjustments

In the event that submission of additional documentation in accordance with Article 400 affects column and/or step placement, the adjustment shall be made retroactive up to the entry on duty date of the then current work year and the total amount of the adjustment shall be pro-rated and reflected on the remaining salary installments for the year.

1202 Salary Payment

1202.1 Installments

The teacher's annual salary shall be paid in equal monthly installments on the last working day of August and ending with the following July, except that the District may withhold the last paycheck of the work year pending satisfactory completion by the teacher of the required year-end reports and other duties. The teacher may elect to have the annual salary prorated as provided above but ending with the month during which the last day is scheduled to be worked for the work year. Such election shall be made in writing, received by the Superintendent within ten (10) days of entry on duty for the work year, and shall remain in effect from year to year unless revoked in writing and received

by the Superintendent within ten (10) days after entry on duty during a subsequent year.

1202.2 Direct Deposit

Upon the written election of the teacher submitted along with supporting documentation, the District shall direct deposit the teacher's paycheck in a depository of the teacher's choice. However, the District shall not be liable for the loss or delay of the teacher's paycheck in transit. Such election must be received no later than the 10th of the month, shall remain in force for the remaining checks payable for the work year, and may not be revoked during that period.

1202.3 Errors and Adjustments

In the event of a computational or other clerical error or in the event that the District pays salary installments for a portion of the year on the basis of an annual salary rate that differs from the rate ultimately determined to be paid, the appropriate salary adjustment shall be made retroactively but not beyond the entry on duty date for the work year during which written notice of the need for adjustment is received.

1203 Payroll Deductions

The District shall make payroll deductions as required by law, deductions for District housing rent, deductions for teacher-elected optional insurance, and health insurance premiums under the District's group policy. Upon prior written authorization as required, the District shall make payroll deductions for Association dues and may make other payroll deductions including but not necessarily limited to eligible tax-sheltered annuities. Eligible tax-sheltered annuities shall be those firms with whom the District is doing business on the effective date of this Agreement or new firms upon the approval of the District. The teacher may, upon written authorization, change the amount of the tax-sheltered annuity contribution once during the work year or may revoke the deduction. Once revoked, the deduction may not be reinstated until the following work year.

1203.1 Salary Advance

Upon request of a teacher, the Superintendent may approve a salary advance.

1204 Salary Schedule

The salary schedule provides for a 1.5% increase (2015-2016), 1.25% increase (2016-2017), and a 1% increase (2017-2018).

TEACHERS' SALARY SCHEDULE FOR FY2015-2016

	B	B+18	B+36/M	B+54/M+18	B+72/M+36	M+54/Doc
Step 0	\$50,091	\$52,358	\$54,627	\$56,894	\$59,162	\$61,427
Step 1	\$52,014	\$54,548	\$56,550	\$58,814	\$61,084	\$63,352
Step 2	\$53,935	\$56,199	\$58,469	\$60,738	\$63,005	\$65,270
Step 3	\$55,858	\$58,126	\$60,391	\$62,659	\$64,926	\$67,193
Step 4	\$57,779	\$60,046	\$62,314	\$64,582	\$66,846	\$69,113
Step 5	\$59,698	\$61,967	\$64,235	\$66,503	\$68,770	\$71,036
Step 6	\$61,587	\$63,887	\$66,158	\$68,423	\$70,691	\$72,956
Step 7	\$63,309	\$65,810	\$68,079	\$70,345	\$72,614	\$74,881
Step 8		\$67,730	\$69,999	\$72,265	\$74,534	\$76,801
Step 9		\$69,617	\$71,922	\$74,187	\$76,457	\$78,723
Step 10		\$71,340	\$73,806	\$76,109	\$78,376	\$80,643
Step 11			\$75,529	\$77,996	\$80,297	\$82,567
Step 12				\$79,717	\$82,184	\$84,847
Step 13					\$83,907	\$86,372

TEACHERS' SALARY SCHEDULE FOR FY2016-2017

	B	B+18	B+36/M	B+54/M+18	B+72/M+36	M+54/Doc
Step 0	\$50,717	\$53,012	\$55,310	\$57,605	\$59,902	\$62,195
Step 1	\$52,664	\$55,230	\$57,257	\$59,549	\$61,848	\$64,144
Step 2	\$54,609	\$56,902	\$59,200	\$61,497	\$63,793	\$66,085
Step 3	\$56,556	\$58,852	\$61,146	\$63,442	\$65,738	\$68,033
Step 4	\$58,501	\$60,796	\$63,093	\$65,389	\$67,682	\$69,977
Step 5	\$60,444	\$62,742	\$65,038	\$67,334	\$69,630	\$71,924
Step 6	\$62,357	\$64,686	\$66,985	\$69,279	\$71,575	\$73,868
Step 7	\$64,101	\$66,633	\$68,930	\$71,225	\$73,522	\$75,817
Step 8		\$68,577	\$70,874	\$73,168	\$75,465	\$77,761
Step 9		\$70,487	\$72,821	\$75,114	\$77,412	\$79,707
Step 10		\$72,232	\$74,729	\$77,060	\$79,355	\$81,651
Step 11			\$76,473	\$78,971	\$81,301	\$83,599
Step 12				\$80,714	\$83,212	\$85,908
Step 13					\$84,956	\$87,451

TEACHERS' SALARY SCHEDULE FOR FY2017-2018

	B	B+18	B+36/M	B+54/M+18	B+72/M+36	M+54/Doc
Step 0	\$51,225	\$53,542	\$55,863	\$58,181	\$60,501	\$62,817
Step 1	\$53,191	\$55,782	\$57,830	\$60,144	\$62,466	\$64,785
Step 2	\$55,155	\$57,471	\$59,792	\$62,112	\$64,431	\$66,746
Step 3	\$57,122	\$59,441	\$61,757	\$64,076	\$66,395	\$68,713
Step 4	\$59,086	\$61,404	\$63,724	\$66,043	\$68,358	\$70,677
Step 5	\$61,048	\$63,370	\$65,688	\$68,007	\$70,326	\$72,644
Step 6	\$62,980	\$65,333	\$67,655	\$69,971	\$72,290	\$74,607
Step 7	\$64,742	\$67,299	\$69,619	\$71,937	\$74,257	\$76,576
Step 8		\$69,263	\$71,582	\$73,900	\$76,220	\$78,539
Step 9		\$71,192	\$73,549	\$75,866	\$78,187	\$80,504
Step 10		\$72,955	\$75,476	\$77,831	\$80,149	\$82,468
Step 11			\$77,238	\$79,760	\$82,114	\$84,435
Step 12				\$81,521	\$84,044	\$86,767
Step 13					\$85,805	\$88,326

1204.1 Service Recognition Credit

Teachers will accrue a service recognition credit of \$1,000 each year. The accumulated credit may be cashed out at the end of the year three. No payment would be made before the end of the year three. If the employee does not remain with the District for three years, the accumulated credit would be forfeited.

Teachers who defer the credit in year three and remain with the District through year five will receive a credit equivalent to \$1,500.00 for each of the five years. Teachers who defer the credit in year five and remain with the District through year seven will receive a credit equivalent to \$2,000 for each of the seven years.

1204.2 Signing Bonus

A signing bonus in the amount of \$1000 payable in January for staff starting the year in August and maintaining employment. This schedule would be effective for years 2015-16, 2016-17, and 2017-18 and is not TRS eligible.

Should a person start later in the year, the bonus will be prorated by the number of quarters worked and payable two quarters after starting work or at the completion of the school year in June.

1204.3 Village Incentive

Teachers living in Gambell, Savoonga, and Diomedes will be provided an additional round-trip seat fare to Nome during the school year. The request for reimbursement with supporting documentation must be submitted within 30 days of travel. This would be effective for years 2015-16, 2016-17, and 2017-18.

1204.4 Housing Stipend

Should a teacher not reside in District housing at the start of the school year, a housing stipend in the amount of \$1000 and will be paid to the teacher in two installments of December and June. This is not the TRS eligible.

1205 Tuition Reimbursement

Teachers who have completed two (2) full continuous school years with the District shall be entitled to up to One Thousand Dollars (\$1,000.00) per year reimbursement for the cost of tuition, fees, and books for three (3) semester hours of graduate coursework that also meets the definition of approved coursework in Article 100, Section 103. A request for reimbursement with supporting documentation must be delivered within ninety (90) days of course completion.

1300 HOUSING

1301 Leases

The teacher occupying housing which is owned, leased, rented, or otherwise secured by the District shall enter into a lease agreement with the District. Written assignment requests by teachers submitted by March 15 shall be considered prior to the finalization of housing assignments for the following school- year.

1302 Rent

Rent shall be paid monthly via payroll deductions during the period from the initial date of occupancy throughout the period during which the unit is assigned to the teacher and until the teacher vacates the unit.

The District shall use the following schedule for monthly rental rates.

FY 2015-16, 1 bedroom \$770	Multiple bedroom \$970
FY2016-17, 1 bedroom \$790	Multiple bedroom \$990
FY 2017-18, 1 bedroom \$810	Multiple bedroom \$1,010

The rent for housing units without the benefit of indoor plumbing or potable water will be reduced by \$200 per month per lease.

Any teacher living in a unit as the sole District employee by assignment, versus need or request, shall pay only the cost of a 1-bedroom apartment. Any pair of teachers living in a 3-bedroom unit by assignment, versus need or request, shall pay only the cost of a 2-bedroom apartment. This paragraph does not apply to teachers with children, teachers whose spouses are not employed by the District, teaching couples, or long-term live in residents approved by the district.

Teachers will be assessed a monthly fee of \$20 per pet, up to a maximum of \$60. All monthly fees collected will be accounted for on a per site basis and will be available for housing repairs/upgrades at that site only.

For the purpose of this section, the definition of a pet would include the following: dog, cat, ferret, bird, and/or animal not contained within a cage. Housing units would be restricted to a maximum of three (3) pets in or about the rental property.

Teachers living in District housing shall be provided with a clean, well-maintained and healthy living unit. Each housing unit shall have the following: working faucets, heat, stove/oven, fridge and good furniture. At each site, these units shall be assigned in the following manner:

1. Person living in the house during the previous year stays in their current unit.
2. The principal shall assign open housing units to current employees and district transfers on a seniority basis.
3. New teachers will be assigned open units based on need.

4. Notwithstanding subparagraphs 1, 2, and 3 above, a housing unit may be assigned to a teacher if that teacher demonstrates a legitimate need for that unit.

Safety, health and structural repairs will be addressed in a timely manner. The maintenance foreman or designee will determine if repairs qualify as a safety, health, or structural condition. Repair requests will be submitted by the tenant to the site principal who will review and forward the request to either site maintenance or district maintenance foreman. All such requests shall be made on a standardized maintenance request form available online. Teachers shall be granted status updates upon request in a timely manner.

If a housing unit becomes uninhabitable for lack of heat or other significant health/safety concern, rent will not be charged for that period. If a housing unit does not have running water for a period extending beyond one week, a \$200 reduced monthly rate will be charged for that period.

A District Housing Committee shall be made up of the District Maintenance Director or designee, the Superintendent or designee, and the President of the Association or designee. The District Housing Committee shall meet annually. The District Housing Committee shall review minimum standards and maintenance needs in district housing. The District Housing Committee shall develop an inspection checklist to be used by maintenance staff as part of a biannual housing inspection. The District Housing Committee shall develop a standardized online maintenance request form.

1400 ASSOCIATION BENEFITS

1401 Use of Facilities and Equipment

Upon prior arrangement with the principal, the Association may hold meetings at reasonable times outside of the standard work day in designated areas not otherwise needed for District purposes. The Association may use designated school equipment including but not necessarily limited to typewriters, computers, and duplicating machines at reasonable times outside of the standard work day when such equipment is not otherwise needed for District purposes. The Association shall be responsible for the reasonable care and security of District property and shall promptly reimburse the District for materials used under this provision and for any damage to District property attributable to its use by the Association.

1402 Use of Bulletin Boards and Teacher Mailboxes

The Association may post non-inflammatory materials on designated bulletin boards and distribute such materials in teacher mailboxes. All such materials shall bear the Association's heading. The District shall not be liable for the loss or damage of any Association materials posted or distributed under the provisions of this section. If, in the judgment of the District, Association materials posted or distributed under the provisions of this section do not comply with the standards

set forth herein, the District may remove and dispose of said materials without liability and, after consultation with the Association President, may suspend or revoke the privileges of the Association as provided in this section. Notwithstanding, the District may not remove or dispose of Association material from teacher mailboxes so long as the material is in a sealed envelope.

1403 Access to Public Documents

A copy of all non-confidential Board meeting agenda materials, a copy of adopted minutes, a copy of the Board policy manual, and a copy of administrative procedures dealing with teacher personnel matters shall be made available to the Association President upon request during regular office hours. The District shall not be liable for any errors or omissions in the documents so provided.

1404 Nondiscrimination

The District shall not discriminate against the teacher on account of membership or holding office in the Association or on account of legitimate participation in Association activities covered under this Agreement.

1405 Association Leave

The Association shall be granted to use fifteen (15) person-days of compensated leave during the school year for Association business with twenty-five (25) days in negotiation years. The Association President shall notify the Superintendent not less than forty-eight (48) hours in advance as to the teachers who will be on leave. The teacher shall provide the supervisor with lesson plans as required to cover the period of the leave. The District shall pay for the costs of substitutes employed for teachers on Association leave.

1406 Association Dues Deductions

The Board shall deduct annual Association dues in eight equal monthly installments from the pay of any and all teachers who have authorized such deduction beginning with the October paycheck. A signed Association membership form, which authorizes said deduction, shall be utilized for this purpose. The Association membership form shall include a statement that said deduction shall continue from year to year without further authorization except that teachers may revoke their authorization as of September 1 of any calendar year by giving the Association written notice to that effect by September 30, of that year. The District shall deliver the dues collected and an itemized list of teachers paying dues to the Association President not later than the tenth (10th) day of the following month. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments, and other forms of liability against the District, which arise out of the District's compliance with this provision.

1407 Association Access/Presentation at In-Service

The Association shall be granted up to 15 minutes to make a presentation to all teachers during the District wide in-service. Additionally, the Association will be

granted exhibit space, in a high visibility location, for informational material. The District will provide the President of BSEA a list of certified new hires as of June 30th.

1500 ADDED DUTY COMPENSATION

1501 General

Compensatory added duty shall be defined as work performed by the teacher outside of the standard workday related to the student activity program and covered under an added duty contract. Nothing contained in this Article shall be construed as a constraint upon the teacher who wishes to volunteer without compensation for service related to the student activity program. Quarterly, a copy of the added duty and stipend schedule will be made available to all staff members.

1502 Added Duty Contract

A list of all activities will be placed in the teacher in-service packet in August and will be posted on the District website. The teacher who agrees to perform added duty pursuant to this Article shall, upon consultation with the supervisor, execute an added duty contract. Said contract shall include, but not be limited to, the activity name, the tentative period to be covered, a general statement of basic duties, the maximum number of compensable hours, the compensation rate, payment schedule and the immediate supervisor.

1600 DRUG AND ALCOHOL TESTING

1601 Prohibited Substances

Illegal drugs and alcohol are defined at section seven (7) of this section.

1602 Testing Requirements

1602.1

This section mandates drug and/or alcohol testing of employees of the District upon an articulation of reasonable suspicion of drug or alcohol use. However, this section shall not operate to the derogation of a federal or state mandate for other types of drug or alcohol testing.

1602.2

"Reasonable suspicion" is defined as drug and/or alcohol testing based upon a belief that an employee is using or has used drugs and/or alcohol in violation of BP 4021 drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behaviors while at work, absenteeism, tardiness, or deterioration in work performance;
3. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
4. Evidence that an individual has tampered with a drug test during his/her employment with the District;
5. Information that an employee has caused, or contributed to an accident at work;
6. Evidence that an employee is involved in the use, possession, sale, solicitation, or transfer of drugs while acting in the scope of his/her employment or upon District premises;
7. Possession of equipment or paraphernalia pertaining to alcohol or illegal drug use by an employee on District premises.

1602.3

The District shall ensure that at least one designated employee receives 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on the misuse of controlled substances. This training will be used to determine whether reasonable suspicion exists to require an employee to undergo testing.

1602.4

Where practicable, an articulation of reasonable suspicion shall be based upon the observation of an individual by two persons acting in a supervisory capacity in relation to the employee who have received drug and alcohol impairment recognition training. However, the observation of one trained supervisor is adequate to determine impairment.

1602.5

Upon a determination of reasonable suspicion, the trained supervisor shall fill out a reasonable suspicion for drug/alcohol testing determination form. The supervisor shall then, as soon as safely possible, escort the employee to the designated testing site.

1602.6

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

1603 Testing Methods and Collection Procedures

1603.1

The District or District designee shall designate a drug/alcohol testing/collection site.

1603.2 Testing Procedures for Alcohol

1. Any individual chosen to test for alcohol impairment shall be trained in the operation of the evidential breath testing device (EBT) he or she is using by the EBT manufacturer or the manufacturer's representative and receiving training certification from the manufacturer or the manufacturer's representative in writing and be familiar with this regulation. This person shall be designed as the breath alcohol technician (BAT). The EBT device for testing in this regulation may be any EBT approved for use by state or federal law enforcement agencies. The BAT conducting the test is responsible for documenting the results of the test and explaining the testing procedure to the employee who is to be tested. Additionally, the BAT will be trained to recognize adulteration of the sample, if applicable, and sign a statement that clearly states that the BAT will hold all information related to any phase of an alcohol test confidential.
2. The BAT must provide the employee with a sealed mouthpiece, which the BAT shall open in the employee's presence. The BAT shall also show the employee the result displayed on the EBT and immediately inform the employee if he or she is under the influence of alcohol.
3. If the screening test yields a positive result, the BAT shall perform a confirmation test. The BAT shall wait a minimum of fifteen minutes between tests. The BAT shall use a new mouthpiece for the confirmation test and ensure that the EBT registers a 0.00 calibration on an air blank before conducting the test. If the EBT registers greater than 0.00, the BAT shall conduct more than one air blank. If the reading is still greater than 0.00, the BAT may not use that EBT and must use an alternative device. After the confirmation test, the BAT shall explain to the employee the results of the confirmation test.
4. After alcohol testing, the supervisor who accompanied the employee to the test shall either drive the employee back to work in the event of a negative test, or to the employee's home in the event of a positive test.

1603.3 Testing Procedures for Drugs

1. Any individual chosen to collect urine samples under this regulation shall be trained in proper collection methods to ensure privacy, accuracy and to allow the test to be conducted with the least intrusiveness to the person presenting the sample. The District shall

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

2. The employee to be tested shall submit a driver's license or other photographic identification to the testing technician. In the absence of such identification, the employee's accompanying supervisor may identify the employee.
3. The employee will be asked to remove any jackets and coats and to wash and dry his or her hands prior to collection of the specimen. Female employees must leave their purses, but are allowed to remove and retain their wallets. This must be done in the presence of the technician to prevent the employee from having access to material, which might adulterate the specimen.
4. The technician shall use a designated Chain of Custody Form. This form must accompany the urine sample to the designated medical laboratory, which shall test the sample.
5. An employee shall be given a choice of at least two sealed drug-testing kits. The employee's selected kit shall be opened in full view of the employee.
6. Upon the employee being presented with the kit, the testing technician shall direct the employee to the testing area. The testing area shall be a private area.
7. After testing, the employee must present the sample to the collection technician prior to washing his/her hands or flushing the toilet. The specimen is to remain in the visual field of the donor.
8. Upon receipt of the specimen, the collection technician shall verify that the sample contains at least 60 ml of urine. If the container does not, the technician shall provide the employee with water, and after a reasonable time, allow him/her to attempt to produce another sample. The original sample shall be discarded. If the employee still cannot produce a sufficient amount of urine, the Program Administrator shall be contacted.
9. The technician shall immediately measure and record the temperature of the sample on the Chain of Custody form. The technician shall then seal the sample and place a security seal from the bottom of the Chain of Custody form on the sample and request that the employee date and

initial it. The technician shall then complete the form, including asking the employee if he or she wishes to identify any prescription medication he or she may presently be taking which would affect the sample. The technician shall then place the sample in a tamper-resistant bag and ask the employee to date and initial the seal on the bag. The technician shall write the bar code on the front of the testing envelope on the bag as well as "split sample." The sample will then be sent to the testing laboratory via GoldStreak or any other acceptable rapid-transport method.

1603.4

Upon receipt of the test, the laboratory will divide the sample in half. If the first test yields a negative result, the second half of the sample will be discarded. If the test yields a positive result, the second half of the sample will be tested to verify the result. Unless both halves of the sample yield positive results, the test will be considered a negative test.

1. The testing laboratory shall perform an initial screening test, which meets the requirements of the Food and Drug Administration. A positive test result will be confirmed by using gas chromatography/mass spectrometry (GC/MS) techniques. All confirmations shall be by quantitative analysis and must be reviewed by a medical doctor or doctor of osteopathy.
2. The physician or osteopath shall: (1) contact the employee within 48 hours and offer an opportunity to discuss the confirming test result; (2) interpret and evaluate the positive drug test result; and (3) report test results caused by prescription medicine as negative.
3. The testing laboratory shall report the results of the test to the Program Administrator after the confirmation test has been performed and the employee has been contacted.
4. After drug testing, the supervisor who accompanied the employee to the test shall either drive the employee back to work or to the employee's home based upon a determination of impairment.

1603.5

An employee shall have the right, upon his or her request, to obtain the written test results if the employee makes such a request within six months after the date of the test. Upon such a request, the District, or the designee of the District, shall provide the written test results within five days after the request is made.

1603.6

An employee shall have the right, upon his or her request, to explain in a confidential setting, a positive test result. This request must be in writing and be within ten days after the employee has been notified of a positive test

result. This request must be honored by the employer within 72 hours or before the employer takes any adverse employment action.

1. For the purposes of this section, suspension with pay is not considered an adverse employment action.

1603.7

All time spent by an employee being tested for a drug and/or alcohol violation under this section shall be considered compensatory time. Additionally, an employee who is sent home pending test results shall be considered temporarily suspended with pay.

1604 Refusal to be Tested

1604.1

Should an employee refuse to be tested under this section, the employee will be considered to have received a positive result on a drug or alcohol test.

1604.2

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

1605 Disciplinary Action

1605.1

The District may take appropriate adverse employment action under this section based upon a positive drug or alcohol test.

1606 Confidentiality

1606.1

The District recognizes that the results of a drug and alcohol test will be considered medical records and held confidential to the extent permitted by law. The District will limit disclosure of information acquired in a drug and alcohol test, including the positive and negative results, to the following individuals unless the employee consents in writing to other disclosures: (1) the employee; (2) the Program Administrator; (3) the employee's supervisor and other management officials with a need to know; (4) collection site

personnel; (5) the laboratory medical review officer; (6) the employee assistance counselor or other rehabilitation personnel if the employee seeks or is required to use such service for continued employment.

1607 Definitions

Alcohol - Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Concentration (or Content) - Alcohol concentration or content means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use - Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

Collection Site Person - Collection site person is an individual authorized by the District to collect samples in accordance with this program.

Confirmation Test for Alcohol - A second test, following an initial test, with a result of .04 or greater, that provides quantitative data of alcohol concentration.

Confirmation Test for Drugs - A confirmation test for drugs means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates amphetamines, and phencyclidine.

Controlled Substances - Marijuana, cocaine and cocaine derivatives, opiates, amphetamines and phencyclidine, among others proscribed by state law as AS 11.71 et seq., are presently considered controlled substances for the purposes of this regulation. However, should the State of Alaska proscribe the possession and consumption of other similar substances by statute or regulation, those substances would automatically be considered controlled substances for the purposes of this regulation.

Custody and Control Form - A custody and control form is a form that accompanies the urine specimen to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to its final disposition.

Failing an Alcohol Test - Failing an alcohol test shall be defined as an employee having a higher alcohol concentration than .04 at the time of testing.

Failing a Drug Test - Failing a drug test shall mean that the test results show positive evidence of the presence of a prohibitive drug or drug metabolite in an employee's system in amounts that exceed cutoff levels.

Screening Test for Alcohol - A screening test for alcohol shall be considered an analytical procedure to determine whether an individual may have a prohibited amount of alcohol in his or her system.

Screening Test for Drugs - A screening test for drugs shall be considered an immunoassay screen to eliminate "negative" urine specimens from further consideration

