AGREEMENT

Between

The Anchorage School District

And

Anchorage Council of Education/American Federation of Teachers, Local 4425

July 1, 2021 through June 30, 2024

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100 PREAMBLE

The Anchorage School Board, hereinafter the "Board", recognizes the Anchorage Council of Education/American Federation of Teachers, Local 4425, represented by Alaska Public Employees Association/AFT, (AFL-CIO), hereinafter "ACE", as the exclusive collective bargaining agent for all employees below the level of director; in new positions created during the term of this Agreement with like or similar job functions and/or employees at the same organizational level; or in positions previously represented by ACE below the level of director. Positions previously represented by ACE shall not be assigned to another bargaining unit or to the Exempt employees' group, without the approval of ACE. Disputes regarding bargaining unit composition shall be resolved by the Alaska Labor Relations Agency.

200 STATUS OF AGREEMENT

201 INTENT

This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District that shall be contrary to or inconsistent with its terms. Only Letters of Agreement and Memoranda of Understanding generated during the life of this Agreement shall have force and effect.

202 COMPLETE AGREEMENT

A. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of that right and opportunity are set forth in this Agreement. This document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made and no party, except as otherwise expressly provided for in this Agreement, shall be required during the term of this Agreement to negotiate or bargain any issue.

B. This Agreement constitutes the entire agreement between the parties; and no oral statement shall add to or supersede any of its provisions. Individual employees shall have no authority to add to, modify, or agree to supersede any provision found in this Agreement. Nothing in this section shall prevent either party from introducing new subjects for collective bargaining in future negotiations. The parties may elect, from time to time, to enter into agreements that supplement or clarify the terms and conditions of employment contained herein. Such agreements shall be in writing and be signed by both parties. A copy of any agreement shall be distributed by the District to the Human Resources Department and all supervisors directly affected by the agreement.

203 SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Only the subject of the deleted provisions and the affected provisions shall be subject to further collective bargaining during the term of the Agreement with respect to the period covered by this Agreement. The parties hereto agree that negotiations for changes in the Agreement to conform with federal or state laws shall commence within 30 days of the date of the changes.

204 PRINTING AND DISTRIBUTION

A. There shall be two signed copies of the final Agreement for the purpose of record, one for the District and one for ACE.

B. The District and ACE shall electronically post copies of the final Agreement.

205 LABOR LIAISON

Representative(s) of ACE and the District shall meet at least monthly for the purpose of maintaining open communications, reviewing the administration of this Agreement, and attempting to resolve problems. Release time shall be provided to an ACE representative, in addition to the President, to attend these meetings. The ACE President shall appoint the ACE representative. The ACE President or designee may also be invited by the Superintendent to attend various leadership meetings. Attendance at such meetings shall not be charged to ACE, under Article 301.

206 DEFINITIONS

A. “Employee” means an individual in the ACE bargaining unit.

B. “Full Day”, in compliance with the Fair Labor Standards Act, means eight (8) hours. The actual workdays of professionals may vary with workload.

C. “Day” for the purposes of leave, means eight (8) hours, pro-rated for less than full time.

D. “Immediate Family” includes spouse, father, mother, son, daughter, brother, sister, stepchild, grandparents, or any other relative that is living in the household.

E. “Unit” is a school or other assigned duty station.

F. "Workday" or "workday" means a day in paid status inclusive of paid leaves and negotiated/authorized release times, usually Monday through Friday.

G. "Non-Workday" means all days available to work by the employee but identified as non-paid days on the employee's work calendar as approved by their supervisor.

H. "Board" means the Anchorage School Board.

I. "District" means the Anchorage School District.

J. "Promotion" means movement to a position in a higher salary range.

K. "Transfer" means a change in duty station with the same job title.

L. "Superintendent" means the District Superintendent or designee.

M. "Termination" shall mean the voluntary or involuntary cessation of employment, including retirement.

N. "FTE" – "Full Time Equivalent" is calculated on an eight (8) hour workday.

300 RIGHTS OF THE PARTIES

301 JOINT RIGHTS

A. The District shall meet and confer over initial placements with ACE prior to introducing new job titles into the bargaining unit. No posting of a new regular position will occur without a signed Letter of Agreement appending the job title, days worked and range to the current Collective Bargaining Agreement. ACE agrees to act in an expeditious manner to minimize operational delays.

B. The Human Resources Department will afford employees the opportunity for an exit interview at the time of termination. These exit interviews shall be conducted by Labor Relations and stored in a separate file kept by Labor Relations for each division. These files shall be available for review by authorized representatives of ACE upon written request to Labor Relations. Department or Division Supervisors may also request exit interviews.

C. At least twice each year the ACE Executive Board and/or their designees shall meet with the Superintendent and other appropriate staff to discuss matters of District Policy, budget related issues, and state/local legislative priorities.

D. Substitute employees may be utilized to perform the duties specified in the Job Description of an absent employee for a maximum of one (1) year. Substitutes are

not members of the bargaining unit. When substitutes are utilized, the employee on leave for whom the substitute is dispatched shall return to the specific position and location.

E. The District reserves the right to enter into contracts with private service providers to perform any and all needed work which might otherwise be performed by members of this bargaining unit. The District will meet and confer with ACE at least thirty (30) days prior to reaching a decision to enter into such a contract. Suggested alternatives to contracting may be discussed and considered within that time, at the option of ACE. Options might include but not be limited to providing opportunity for affected employees to compete with private contractors for performance of work described in the District's request for proposal, etc.

F. The District and ACE agree to meet from time to time, at the request of either and the mutual convenience of both, concerning this Agreement, its administration, and interpretation. By mutual agreement, the parties may meet to negotiate Letters of Agreement to address issues of wages, hours and working conditions.

302 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the District to exercise its own discretion on all management matters, including by way of illustration but not limited to the following matter, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

A. To manage the District generally; to decide the number and location of facilities; to decide all machines, tools and equipment to be used; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place for providing its services; to determine the schedules of work including the school calendar and dates of general District operation, to maintain order and efficiency in its facilities and operations; to hire, layoff, assign, transfer, and promote employees; to determine and re-determine the number of hours to be worked; to determine qualifications for all positions; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations of its facilities, and after advance notice thereof to ACE and employees, to require compliance therewith by employees; to discipline and discharge employees for just cause.

B. Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement.

303 ACE RIGHTS

A. ACE through its representatives, shall have the right to transact official ACE business relevant to representing employees on District property at all reasonable times, provided that it does not significantly interfere with or interrupt job assignments or other normal District operations. Rooms or other appropriate meeting facilities shall be made available for ACE use as requested under the District building use policy.

B. The District shall permit the ACE President and/or an authorized representative to visit District sites. Upon arrival, ACE representatives and/or the ACE President, shall make known their presence to the proper site authority. ACE shall have no more than ten (10) employee representatives, excluding the President. ACE shall provide the District with a list of authorized employee representatives. The employee or staff representatives and/or the ACE President shall be allowed to represent employees in disciplinary and grievance conferences during work hours. Representatives and/or the ACE President may investigate grievances during work hours with notification to Labor Relations. ACE representatives and/or the ACE President shall have access to all employees covered by the Agreement, not to interfere with normal District operations. The representatives and/or the ACE President shall not suffer any loss of compensation for time spent in pursuit of these duties. Leave slips shall be completed and sent to Labor Relations designating union leave for actual hours spent on union business.

C. ACE shall have the right to post notices of activities and matters of ACE business and concerns on staff bulletin boards as designated by the appropriate site authority. At least one (1) such bulletin board shall be in each District work site where ACE employees are assigned.

D. ACE is authorized to use the District electronic mail system and interschool mail system for communication with employees, consistent with restrictions established by the School Board. The use of the mail systems is limited to matters of business between ACE and the District. It is not to be used for exclusive ACE business without prior approval from Labor Relations. The ACE office shall be a stop on the District mail route.

E. ACE and the District shall meet and confer over new or revised job descriptions or other matters of reclassification before implementation or release and prior to review by the Reclassification Committee.

F. No position within the jurisdiction of ACE shall be assigned to Exempt or to another bargaining unit without thirty (30) days' prior written notice to ACE.

G. The District will not restrain an employee from belonging to ACE or from taking an active part in ACE affairs or will not discriminate against an employee because of ACE membership or lawful organizational activity.

H. ACE Employee Representatives shall be allowed, following notification to the appropriate supervisor, to handle requests, complaints and grievances arising under this Agreement with the proper District Representative during working hours. Neither ACE nor the Employee Representative shall suffer any compensatory loss for a reasonable amount of time spent with District Representatives in pursuit of contract administration.

I. A maximum of seventy-five (75) days per fiscal year shall be allocated for employees to participate in ACE activities. Employees may attend with the approval of Labor Relations and ACE. Unless otherwise agreed, ten (10) workdays' advance notice shall be provided to Labor Relations.

J. The District shall grant ACE the option of purchasing up to an additional thirty (30) release days for a member to be used for ACE activities, at the employee's current per diem rate.

K. The District shall provide to ACE by the 10th of each month a roster of all current employees who occupy positions within the bargaining unit, as of the last day of the previous month. This roster shall contain the names, mailing address, email address, phone number, range, step, work locations, titles, number of workdays, date of hire into the bargaining unit, date of separation and reason for separation for each employee.

L. In the event of a strike or work stoppage by another bargaining unit, ACE members shall not be required to do the duties normally performed by the employees engaged in the strike or work stoppage. If the District closes schools or facilities in response to a strike or work stoppage by another bargaining unit, the District will continue insurance benefits for ACE bargaining unit members who would otherwise be receiving benefits.

M. An employee may use reasonable and necessary physical force on a student to protect the student(s) or self. Unless otherwise directed by a supervisor, an employee may also use reasonable and necessary physical force to protect others from physical injury. The District will indemnify the employee as per Article 703.

304 TEMPORARY EMPLOYEES

A. Temporary employees may be utilized by the District for a period up to and including 90 calendar days with a right of two (2) extensions when the work they are intended to perform is the work of ACE employees.

B. Temporary employees shall not be paid greater than the appropriate range for the position on the ACE scale.

C. The District shall send to ACE by the 10th of each month a list of all temporary employees working in ACE positions, to include employee name, position, hire date, and rate of pay.

D. Without abrogating District rights under Article 301 F, temporary employees hired to provide service within a particular department shall not be used to displace a regular employee working in the same department.

E. Employees working less than sixty-five (65) hours per month are exempt from this article.

F. Student interns are exempt from this article.

305 MEMBERSHIP PAYROLL DEDUCTIONS

A. Membership Dues
Employees who desire to have ACE membership dues and initiation fee or service fee deducted from their regular pay and have those funds paid to ACE, shall execute a written authorization, on a payroll deduction form provided by the District. The District shall make the deductions each month.

B. Membership Payments
The District will make monthly payments to ACE for authorized initiation fee, voluntary service fees and voluntary membership dues. The union agrees to defend, indemnify, and hold the Board harmless against any liability and pay all costs and attorney's fees which may arise by reason of any action taken by the Board in complying with the provisions of this article. The Board retains the exclusive right to select its own counsel and theories of defense. This indemnification shall not apply to any claim, demand, suit, or other form of liability which may arise as a result of willful misconduct by the Board.

306 NON-DISCRIMINATION

ACE and the District agree to comply with all local, state, and federal laws, rules or regulations prohibiting discrimination against any person with regard to employment because of a protected class. This prohibition relates to hiring, placement, transfer, promotion, upgrading, recruitment, advertisement, layoff, termination, and all other kinds of employment. Employees have the right to use the District's internal discrimination complaint procedure to resolve any disputes that may arise from this section. This Article (306) is not subject to the grievance procedure.

307 PROFESSIONAL WORKPLACE

The District and ACE agree that harassment between co-workers is inconsistent with the effective and efficient conduct of District business and professional workplace expectations. Behaviors that contribute to a hostile, humiliating or intimidating work environment will not be tolerated. Employees who believe they are subject to harassment should report the incident to the immediate supervisor, or the appropriate department director, manager, or supervisor, or to an ACE representative, without fear of reprisal. The initiation of a complaint in good faith about harassment shall not adversely affect the terms or conditions of employment or the work environment of the complainant. There shall be no retaliation by the District against any person who, in good faith, reports, files a complaint, or otherwise participates in an investigation or inquiry.

400 GRIEVANCE

401 GRIEVANCE PROCEDURE PURPOSE

The purpose of this procedure is to provide a framework within which employees may work toward solving problems that assert violation of rights conferred by this Agreement. Parties to a disagreement shall initially attempt to resolve such problems at the lowest possible level through informal and free communication.

De-certification of a JROTC Instructor, for any reason, by the U.S. Department of Defense (DOD) is not subject to the following grievance procedures.

402 GRIEVANCE DEFINITIONS

A. "Grievance" shall mean any allegation filed under the terms of this section that there has been a violation, misapplication, or misinterpretation of the terms and conditions of employment, as defined in this agreement.

B. "Grievant" shall mean an employee/group of employees/their independent representative/ACE who initiates a complaint alleging that the employee or group of employees has been directly injured through a violation, misinterpretation, or misapplication of this Agreement. The term "grievant" also includes ACE with respect to grievances growing out of an alleged violation of its organizational rights under this Agreement. Independent representation (as applied above) shall only be authorized if in writing by ACE.

C. "Parties" shall mean the grievant(s), the District, and ACE.

D. “File” shall mean the date sent by mail/electronic mail/faxed/or hand delivered.

403 GRIEVANCE PROCEDURE

A. A grievance must be filed within twenty (20) workdays of the occurrence or such time the grievant knew or should have known of the alleged act(s) or action(s) on which the grievance is based. The grievant must be present at Level 1 and may be present at all other steps. The grievant may be represented by ACE, APEA/AFT representatives, or by a representative authorized in writing by the ACE President. Any grievance settlement reached in the absence of involvement by a representative of ACE shall apply to that grievance only and shall not be a precedent. All such settlements must be immediately communicated to ACE, in writing.

B. If time limit extensions become necessary, the extensions are to be kept to a minimum and must be mutually consented to in writing by ACE and the District prior to the expiration of the time limit.

C. No reprisals shall be taken against an employee for processing a grievance or participating in the grievance procedure. On the other hand, participation in a grievance shall in no way absolve an employee from responsibility for performance or misconduct before or after the filing of a grievance.

D. Grievances and materials created from the grievance process shall not be filed in official personnel files.

E. A party to a grievance may call and present witnesses at any grievance level. Witnesses shall be released from work as necessary without loss of pay or benefits if the hearing is scheduled during the workday of the witnesses. The District retains the right to avoid unusual costs or loss of productivity by scheduling hearings outside the regular workday.

F. If both ACE and the District agree, a grievance may be heard by the Superintendent prior to arbitration.

404 GRIEVANCE LEVELS

A. Level One (Departmental)

1. A grievant and/or ACE representative with a grievance may initiate the grievance procedure by filing a written statement of the grievance to the immediate supervisor with a copy sent to ACE. If the grievance is the result of a decision beyond the authority of the immediate supervisor, the grievance will be initiated at Level Two within the same time limits of Level One.
2. The immediate supervisor shall meet with the grievant and/or ACE representative within five (5) workdays of receipt of a statement of a grievance. The immediate supervisor shall set the time of the meeting at a mutually convenient time. A minimum of one (1) workday's notice shall be given ACE to provide a representative.
3. An ACE representative may accompany the grievant at the Level One meeting. The ACE representative may speak on behalf of the grievant if requested to do so by the grievant or ACE.
4. The immediate supervisor shall render the decision in writing within ten (10) workdays of the Level One meeting to the grievant and ACE.

B. Level Two (Labor Relations)

1. If either ACE or the grievant is not satisfied with the disposition of the grievance at Level One, ACE may file the grievance in writing to the Labor Relations Department within five (5) workdays of the Level One decision or due date of that decision.
2. Within five (5) workdays of receipt of the written appeal, the Labor Relations Department shall meet with the grievant and/or representative(s) or any other persons in an effort to resolve the grievance.
3. The Labor Relations Department shall render a written decision within ten (10) workdays of the Level Two meeting to the grievant and ACE.

C. Level Three (Arbitration)

1. If the grievance is not satisfactorily resolved at Level Two, ACE may file, within twenty (20) workdays of the Level Two decision or due date of that decision, a request for arbitration with the Labor Relations Department.
2. The District and ACE shall mutually select the arbitrator within ten (10) workdays of the arbitration request by ACE. If agreement cannot be reached, the arbitrator shall be selected from lists of arbitrators supplied by the American Arbitration Association and/or the Federal Mediation and Conciliation Service and/or the National Arbitration Association. ACE and the District shall alternately strike an equal number, not to exceed five (5) of the names from the lists until an arbitrator is selected. The side to strike first shall be determined by the toss of a coin.

3. The arbitrator's function is to interpret and apply this Agreement and render a decision on alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement nor shall they have any authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement.
4. All communications to or from the arbitrator must be shared equally and at the same time between ACE and the District.
5. The decision of the arbitrator shall be final and binding on the District, ACE, and the represented employee(s).
6. Costs of the arbitrator's services including expenses, if any, shall be borne by the losing party, or if the arbitrator determines that neither party is the losing party, then the arbitrator shall assign arbitrator's fees and expenses proportionally to the parties as judged equitable.

D. Default

The time limits set forth in this article are important. The failure of the supervisor or the Labor Relations Department to adhere to the time limits shall result in the grievance being automatically advanced to the next step. Time limits may, however, be extended at any time by mutual written agreement of the parties. Neither party will unreasonably refuse to grant a legitimate request for an extension of time.

500 WORKING CONDITIONS

501 POSITION DESCRIPTION

1. New employees shall have access to a copy of the applicable Job Posting/Job Description. Current employees shall receive a copy of the applicable Job Posting/Job Description upon request to the Human Resources Department. A copy of the Job Posting/Job Description shall be placed in the employee's official personnel file. The District will review job descriptions periodically or when specifically requested by an affected employee.

2. If clarification is needed, the employee may request a review meeting with the supervisor to outline the specific duties and responsibilities of the work assignment, including other related duties that may be assigned (duties associated within normal work scope as described in the job description).

502 PROBATION

The probationary period for new employees shall be five (5) months or one-hundred (100) workdays, whichever is longer.

503 VACANCIES AND PROBATION

A. Unless otherwise mutually agreed, position vacancies in the ACE bargaining unit will be advertised internally with an electronic posting, for current employees in the ACE bargaining unit only, for not less than three (3) workdays.

B. The District will make an effort to fill vacancies from within the bargaining unit. Qualified internal applicants who have submitted a completed application as specifically outlined in the job posting shall be considered, on merit principles, prior to acceptance of applications outside the bargaining unit. Qualified internal applicants will be interviewed.

C. Vacancies not filled as a result of the internal posting will be filled in accordance with established District procedures regarding advertising, interviewing, and selection.

D. Employees who are interviewed and not selected may request from a Human Resources representative, in writing, through an ACE representative, the reasons for selection of the successful candidate and why they were not selected. Employees may confer with the representative about suggestions to enhance future promotional opportunities.

E. Employees reclassified to a non-bargaining unit position shall not lose accrued ACE longevity established prior to such reclassification if returned to ACE within twelve (12) months.

504 PROBATIONARY PERIOD FOLLOWING PROMOTION

Employees who are promoted to a position in a higher range shall serve a seventy-five (75) workday probationary period for the higher position. In the event that the employee does not perform satisfactorily in the higher position, the employee shall be entitled to return to the former position held or, if filled, the first available position for which the employee is qualified. Unpaid leave for up to one year shall be granted to employees who do not complete their probationary period under this provision. Disputes over performance during these probationary periods are not grievable.

505 TRAINING AND PROFESSIONAL DEVELOPMENT

A. The District, through their Teaching and Learning Department, will work with the ACE Training and Professional Development Committee to address the needs of ACE members.

B. The District will hold first-aid, AED, CPR and Crisis Prevention Intervention (CPI) Certification trainings during employee work hours to enable employees who are required by the District to obtain the certificates to do so.

C. Safety Security employees shall receive annual training on District procedures and expectations specific to the safety and security of students, staff and facilities.

D. Employees who are required by the District to have an "S" endorsed Commercial Driver's License (CDL) and renew their CDL during their employment will be reimbursed for the cost of renewal. The driver must produce their renewed CDL.

506 EVALUATION

A. An evaluation is an ongoing process of communication between the supervisor and the employee. This process should provide constructive dialogue and feedback about work performance; i.e., workplace effectiveness and efficiencies, service, employee goals, and supervisor expectations. The purpose of the annual evaluation is to provide candid and direct feedback to the employee regarding the degree to which performance expectations are being met and provide the employee an opportunity for improvement. The employee's work performance rating shall be based on duties and responsibilities as outlined in the job description/job posting and other normal performance expectations of all District employees.

B. Supervisors should meet with employees by October 31 each year to discuss expectations and goals for the year. Supervisors and employees are expected to continue performance discussions throughout the work year.

C. Employees will be formally evaluated at least once per year. Employees shall have their electronic evaluation completed prior to the end of their work year.

D. The supervisor and employee shall meet and discuss the draft evaluation at least five (5) workdays prior to the end of their work year. The employee may request a follow-up meeting to include an ACE representative. Following the meeting and consideration of the employee's input, the supervisor shall finalize the evaluation. The employee shall have access to a copy of the completed evaluation.

E. The employee shall acknowledge the evaluation and note whether they agree or disagree with the evaluation. An employee who disagrees with the evaluation may prepare a written response to the evaluation which shall be attached to the evaluation. The employee will have five (5) workdays from the date of the finalized evaluation to respond to the evaluation. All evaluations will be electronically filed in Human Resources by July 1 each year.

F. Evaluation of ACE employees whose position requires them to have a certificate shall be in accordance with state statute and District certificated evaluation procedures.

G. ACE shall be involved in any revision of employee evaluation forms.

H. Continuing and significant performance concerns will be addressed through progressive discipline.

I. Evaluations are not subject to the grievance procedure.

507 PERSONNEL FILES

An employee shall have the right, upon written request, to receive copies of any or all materials originating subsequent to employment with the District and placed in the employee's official personnel file. The District shall maintain only one official personnel file for each employee.

Upon an employee's written request to the Labor Relations Department, letters of warning and reprimand will be removed from the official personnel file after three-and one-half years, provided that no similar subsequent entries have been made into that file, except in cases of serious misconduct, e.g., sexual impropriety, violence, insubordination, etc. This opportunity shall not be given in cases of suspension, termination, or disciplinary demotion.

The District shall provide an employee with a copy of any materials placed in the official personnel file, at the time of placement, which relate to work performance. An employee shall have the right to respond in writing to any material placed in such file; the response shall become part of the file. Anonymous derogatory materials shall not be placed in the official personnel file.

Unless otherwise mandated by law or court authority, the District shall not release information on past or present employees without the employee's written release, except the employee's hire and termination dates, job title(s) and work location(s).

508 WORK PLAN CALENDAR AND DAILY WORK SCHEDULE/SHIFT

A. WORK PLAN CALENDAR

The District reserves the right to establish calendar restrictions for the selection of workdays based upon operational needs and declared closure periods.

1. Work Plan Calendars, indicating days that are available to the employee to work in the upcoming fiscal year, will be distributed to employees fifteen (15)

workdays prior to the end of their current work year. Employees shall submit the annual Work Plan Calendar to the supervisor for approval within ten (10) workdays of receipt of the calendar. The supervisor shall review the plan and notify the employee within ten (10) workdays of revisions, if any, based upon program needs. Every effort shall be made to complete the plan in a timely manner.

2. Any modification to the approved work plan calendar shall be mutually agreed in writing by the employee and their supervisor.
3. In the event of natural disaster, flood, fire, or other unforeseen compelling reason, and the employee and supervisor are unable to agree on changes in the work plan calendar, ACE and the District shall mutually agree to any changes in work calendars.

B. DAILY WORK SCHEDULE/SHIFT

1. Split shifts shall not be scheduled as regular employee work shifts unless the employee is agreeable and/or the vacancy is posted in that manner.
2. Work shifts shall be defined and assigned by the supervisor. When possible, shift assignments shall be voluntary. Permanent shift changes may be made after two (2) weeks written notice to the employee and ACE. Shorter notice may be given, by mutual consent of the District and employee.
3. At the written request of the employee and with written approval of the supervisor, flexible scheduling may be utilized.

509 BREAKS

An unpaid duty-free lunch break of a minimum of thirty (30) minutes approximately mid-workday shall be provided for full-time employees. Employees shall be free to leave building grounds during their duty-free lunch in accordance with building/department procedures. The lunch break may not be eliminated on a regular basis to allow the employee to arrive late or leave early.

Employees working more than six (6) hours per day shall be allowed two (2) relief breaks, not to exceed fifteen (15) minutes each, during their workday. Relief breaks shall not be used for making up time nor shall an employee arrive late or leave early in lieu of taking the relief break. An employee shall remain on the building grounds during the relief break.

510 EMERGENCY CLOSURE

When District facilities are closed to students due to inclement weather conditions, employees will telephone the supervisor if arrival will be late, unless phone contact is not feasible. When an employee arrives within 90 minutes of the normal starting time, full credit will be given for the day's attendance.

If travel to the workplace is hazardous, the absence will be charged in the following order: (1) non-work days; (2) if the employee has no non-work days, annual leave; (3) if the employee has no annual leave, unpaid leave. By mutual agreement between the supervisor and the employee, the employee may be allowed to utilize flexible scheduling to make up work missed or may work from an alternative work site.

511 ASSIGNMENT IN A HIGHER RANGE

Employees may be temporarily assigned to positions of higher ranges in the bargaining unit. Assignments of less than fifteen (15) consecutive workdays shall be at the employees' current range and step.

A temporary assignment that exceeds fifteen (15) consecutive workdays shall require the approval of the Superintendent and will be paid at the appropriate range for the temporarily assigned position and at the employee's current step. In this case the rate of pay will be retroactive to the first day worked in the temporary assignment.

512 DISCIPLINE

A. The District retains the right to discipline employees equitably and for just cause. Discipline shall be administered in private and shall be progressive. In cases of serious misconduct, serious disciplinary action up to and including termination may be taken.

B. Employees may respond in writing to any written reprimand and have such responses placed in their personnel files by submission to the Labor Relations office.

C. At least one (1) day's prior notice of a disciplinary conference shall be provided to the employee. The notice will include date, time, place, and purpose of the meeting. The employee shall have the right to bring an ACE representative. With consent of the affected employee, a copy of all proceeding records generated in the disciplinary conference shall be forwarded to the ACE President or designee within three workdays of the date such action was taken.

D. The District reserves the right to release a new employee at any time within the initial probationary period if, in its sole discretion, the District finds that the person fails to meet the standards of the District. Initial probationary employees dismissed under this section do not have recourse through the grievance procedure.

513 SENIORITY

Seniority shall be established from the date of initial regular placement in the Bargaining Unit or from the date of most recent employment in the Bargaining Unit, if there has been a break in District employment, except as provided in Article 515 (A).

514 LAYOFF ALTERNATIVES

The District shall meet and confer with ACE five (5) workdays prior to issuance of layoff notices to employees to explore alternatives to layoff and discuss affected employees. Employees scheduled for layoff shall be given preferential consideration for transfer into vacant ACE positions for which they qualify.

515 LAYOFF PROCEDURES

A. Except specific positions within the Facilities Department (listed below), if the District determines to reduce or abolish positions within ACE, the least senior employee within a job title shall be laid-off first and the most senior employee within a job title shall be laid-off last. The District shall offer to a laid-off employee the highest range existing vacant position previously held. If a vacant position is not available, the District shall offer to the laid-off employee the highest range position previously held or supervised within the last thirty-six (36) months, if the employee is senior to the incumbent in that position, provided the employee is qualified. If more than one such position is available, the District will select the position to be offered. A laid-off employee assigned to a position previously supervised but not held shall serve a probation period of three (3) months. At any time during the three (3) months probationary period, the employee may be placed in layoff for the remainder of the recall period or until recalled.

B. An employee whose position is to be eliminated due to budget restrictions, reorganization, and/or position redefinition will be notified in writing a minimum of ninety (90) calendar days prior to the elimination of the position. In the absence of such timely notification, the employee will receive their full monthly salary, per diem rate and benefits he/she would have received had the member been given the proper notice.

C. Accrued annual leave shall be cashed out at time of layoff unless the employee requests their annual leave to be held for up to twelve (12) months from the effective date of layoff, at which time such leave shall be cashed out. Annual leave shall be cashed at the per diem rate in effect at the time of layoff.

D. Accrued sick leave shall be held for up to twelve (12) months from the effective date of the layoff.

E. Employees in layoff status will be considered as any other current ACE bargaining unit member when applying for vacant positions.

F. The following positions within the Facilities Department may, with ninety (90) calendar days' prior notice, be laid-off by inverse order of seniority by project or group of projects, to which the affected employee(s) is assigned. Employees laid off from these positions will be recalled as new work for which they qualify becomes available: Project Manager I; Project Manager II; Project Manager III; Construction Inspector; Engineering Assistant.

516 RECALL PROCEDURES

A. Recall shall occur in inverse order of layoff by job title. Employees in layoff status shall retain rights to recall for a period of twelve (12) months. Reinstated employees shall retain their full seniority, shall not serve an initial probationary period, but not receive credit for movement on the wage schedule for the layoff period.

Employees who had medical benefits at time of layoff, and who are recalled to a medical benefit eligible position, shall receive benefit coverage on the first day of the month following their return to work from layoff status.

B. Employees in layoff status shall be entitled to return to their former job title, if reestablished. Employees in layoff status shall be given preferential consideration for any vacancy for which they qualify, within the bargaining unit.

C. Employees who reject recall to the job title from which they were laid off shall relinquish all rights provided in this Agreement and shall be terminated. Rejection of other job titles or the same job title with fewer hours per pay period shall not cancel recall rights. Employees who choose to return to a different job title shall retain their recall rights as identified in Article 516 to the job title from which they were laid off, until refusing to accept an offer in the job title from which laid-off.

D. Recall shall be by telephone as long as the District personally speaks to the laid-off employee. If the District does not speak directly with the laid-off employee, the District shall send written notice by certified mail, return receipt requested, to the employee's last known address on file with the Human Resources Office. The employee shall accept or reject recall by 9:00 a.m. on the fourth workday after personal phone notification, or the delivery date or proof of attempted delivery. Employees accepting recall shall have two (2) weeks from the acceptance of the position to return to work. Should special circumstances prevent a return to work within two (2) weeks, the employee shall notify the Human Resources Office and arrange a return date that is agreeable to the District. Failure to return to work

within the agreed upon time or respond to the certified letter shall be considered a voluntary termination. It shall be the employee's responsibility to keep the Human Resources Office informed of current phone number and address.

E. Employees who are recalled from layoff within four (4) months shall be placed at the step they would have earned had the employee not been in layoff status. Employees who are recalled from layoff after four (4) months shall be placed at the step nearest to but not exceeding the per diem at the time of layoff.

517 REDUCTION OF HOURS

In the event a reduction of Full Time Equivalents (FTE) below .75 FTE occurs in an employee's position, the District will identify individuals who are least senior within the job title. The least senior employee will be provided ninety (90) calendar days' notice of the FTE reduction.

518 RETIREMENT RETURN

If an employee takes a TRS or PERS approved disability retirement and recovers within an 18-month period, the employee shall have preferential rehire rights in the District, on a position available basis. The District will require medical documentation prior to reemployment.

519 RETIREMENT INCENTIVE

ACE reserves the right to meet and confer with the District regarding a Service Recognition Program for its members.

520 DRUG AND ALCOHOL SCREENING

The Drug Free Workplace Policy adopted by the School Board is incorporated herein by reference. The specific provisions of the negotiated procedure are set forth in Appendix I to this Agreement.

521 TRANSFERS WITHIN THE SAME JOB TITLE

A. Employees desiring a transfer within the same job title shall complete an online Employee Transfer Request in accordance with the Job Posting. Employees are required to submit a transfer request for each position vacancy for which they wish to be considered.

B. If more than three (3) qualified ACE employee applicants request transfer within the same job title, the principal or supervisor must select at least three ACE applicants

for interview. If there are three (3) or fewer ACE employee applicants, all qualified ACE employee applicants must be interviewed.

C. If there are three (3) or more ACE employee applicants who request transfer within the same job title and meet the qualifications, one must be selected. If there are fewer than three (3) ACE employee applicants, the principal or supervisor may interview and select another qualified applicant.

D. All ACE transfer applicants who are not selected may request from a Human Resources representative, in writing through an ACE representative, the reasons for selection of the successful candidate and why they were not selected.

E. When an involuntary transfer is to be made for program need, consultation and notification shall be attempted to the least senior employee in the affected job title and unit at least four (4) weeks prior to the transfer date, unless unable to contact the employee. In that instance, the District shall notify the employee by certified mail sent at least two (2) weeks prior to the transfer.

F. Involuntary transfers as a result of discipline are not subject to Section E of this Article.

600 LEAVES

601 SICK LEAVE

A. Full-time employees will accrue one and one-third days of sick leave for each calendar month or major fraction thereof in pay status. Part-time employees will accrue leave proportionately.

B. Sick leave may be taken for personal illness. In addition, up to ten (10) days of sick leave may be used each year in case of illness or accident of an immediate family member that requires the presence of the employee. In either case, medical verification of need may be required by the supervisor. The District may request a physician's statement substantiating the need for sick leave in cases in excess of three (3) days or in cases of excessive usage or suspected abuse. A false statement by the employee regarding sick leave is sufficient grounds for termination.

C. Sick Leave may be taken, with prior approval from the supervisor, for medical and dental appointments. Employee will make a good faith effort to schedule appointments outside the workday or in a manner that has minimal impact on District operations.

There shall be no limit on the accrual of sick leave days. In cases of death within the employee's or spouse's immediate family, the employee shall be entitled to use up to five (5) days of their own sick leave. If the circumstances require out-of-state travel, the employee shall be entitled to use up to seven (7) days of their own sick leave. In extenuating circumstances, requests for leave that would bring the total up to ten (10) days may be made to the Chief Human Resource Officer.

602 SICK LEAVE BANK

A. There is established a District Sick Leave Bank to be administered jointly by a committee of four (4) members, one (1) from the Anchorage Principals Association, two (2) from ACE, and one (1) appointed by the District. The joint committee will develop criteria for the use of the sick leave bank and be responsible for reviewing and approving requests for sick leave withdrawal from the bank. An employee who has contributed to the bank one-half day during the current year and who has exhausted sick leave and annual leave may make reasonable withdrawals, provided there is sufficient leave time available in the bank.

B. One-half day contribution to the Bank will occur automatically through payroll deduction no later than November 15 of each year or during the first ninety (90) calendar days of employment, except that in the event the Bank exceeds one-thousand (1,000) days at the beginning of a school term, the above one-half day contribution to the Bank will be deferred, except for new employees, for the school year or until such time that the days in the bank number one-thousand (1,000). Newly hired employees electing not to join the Bank will inform the Human Resources Department in writing within fifteen (15) calendar days of their date of hire. Current employees electing to join or withdraw from the Bank will inform Human Resources in writing during the annual open enrollment period of September 1-15.

C. Sick leave time assigned to the bank shall remain the property of the Bank; no donor shall have any further claim to donated days.

D. ACE-donated sick leave days may be combined with leave days donated by members of other District employee organizations in the formation of the Bank.

603 CATASTROPHIC LEAVE

In the case of severe illness or injury, an employee may be provided leave through the Sick Leave Bank. The Sick Leave Bank committee will develop criteria for use of catastrophic leave and shall be responsible for reviewing and approving requests for catastrophic leave withdrawal from the Bank.

604 LEAVE DONATIONS

ACE employees may donate up to a maximum of five (5) days of sick leave per employee to an ACE member in need of sick or catastrophic leave, who has exhausted all available help from the Sick Leave Bank Committee. Leave slips will be collected by ACE and be turned in to the Payroll Department for processing. Leave donated cannot later be reclaimed but shall remain with the recipient.

605 SICK LEAVE CASH IN

A. Employees eligible for actual PERS retirement during the life of this Agreement who give ninety (90) calendar days advance notice may cash accumulated sick leave, to be included in the last payroll check, according to the following formula:

Days Accumulated Leave	Per Diem Percent
First 30 (0–30)	0
Next 10 (>30–40)	10
Next 10 (>40–50)	12
Next 10 (>50–60)	15
Next 10 (>60–70)	19
Next 10 (>70–80)	24
Next 10 (>80–90)	30
Next 10 (>90–100)	37
Over 100	45

B. If the legislature creates an adjustment in PERS that grants credit for sick leave toward retirement, then the employee shall have the option of applying the above formula or using their sick leave as credit towards retirement, consistent with applicable law.

C. Should the District institute an early retirement program, the notice specified in A of this Section shall be waived enough to allow the retiring employee to participate.

606 FAMILY MEDICAL LEAVE ACT AND THE ALASKA FAMILY/MEDICAL LEAVE ACT

A. Procedures governing access to leave under the Family Medical Leave Act (FMLA), or Alaska Family Leave Act are as follows:
    1. Procedures for FMLA eligibility shall be in accordance with the Acts.
    2. Employees may be required to submit fitness for duty forms prior to return to work.
    3. Insurance benefits will be retained in accordance with the Acts. Employees will be responsible for any employee contributions to retain benefits.

4. Additional information is available on the District's website or by contacting the Benefits Department.

607 LEGAL LEAVE

A. Employees shall be provided leave with pay for work time lost when serving on jury duty, provided that fees paid by the court (except travel and parking expenses) are remitted to the District. Service in court when subpoenaed as a witness shall be treated the same as jury duty, provided the employee or a family member is not a party to a civil action. An employee who reports for jury duty, or who has been subpoenaed and is dismissed, shall report to work for the remainder of the workday, unless otherwise agreed by the supervisor.

B. If suit is brought against an employee for actions taken within Board policy and scope of work assignment, the employee shall be entitled to leave with pay for any periods of work missed while participating in such proceedings. No employee is entitled to leave with pay when the employee is involved in personal litigation or actions being taken against the District.

608 CIVIC LEAVE

A. If an employee is unable to vote during off duty time because of the District work assignment, the District will provide the necessary time during normal work hours to vote in federal, state, school board, and municipal elections.

B. Leave with pay will be granted, at the discretion of the District, to employees for firefighting and rescue work as members of volunteer fire companies or Civil Air Patrol Unit, with the following conditions:
   1. The employee must be a member and reside within the volunteer fire area.
   2. The employee shall provide a statement from the employee's Fire Chief or Civil Air Patrol Unit Commander certifying the required service and the time and date involved.
   3. Air rescue service is limited to an employee possessing an approved pilot's license and needed as a pilot in the air rescue work.
   4. Leave will be limited to a total of fifteen (15) working days per year during the period of this Agreement.
   5. Any pay received for performing work while utilizing civic leave must be remitted to the District.

C. An employee who is appointed to a part-time official position with a governmental agency, such as Commission or Board, may be granted leave with pay for absences from work at reasonable times and intervals and for a reasonable total time if such services are determined by the Superintendent or designee to benefit the District and

the community. The advance approval of the Chief Human Resources Officer is required before paid leave for civic duties shall be granted. Notification of denial, with justification, must be given in writing to the employee. The District shall respond within fifteen (15) working days.

D. An employee participating with non-profit organizations may be granted paid leave at reasonable times, intervals, and for a reasonable total time during the year. Authorization may be granted by the Chief Human Resources Officer if such participation benefits the community and the District. The District shall respond within fifteen (15) working days.

609 MILITARY LEAVE

Temporary military leave shall be granted when a written request by a military authority stating reasons why the leave cannot be taken during non-workdays and a leave request have been submitted to the Human Resources Department. Upon submission of proof of the amount of military pay received by the employee, the District will pay the employee the difference in military pay and regular District pay for the day(s) up to fifteen (15) days per fiscal year. Employees ordered to attend additional days of military duty may take annual leave or leave without pay for such duty.

610 PROFESSIONAL LEAVE

Employees may be given professional leave for gaining knowledge, participating in programs, or similar activities as necessary for the maintenance and improvement of District program efforts. The immediate supervisor, subject to funding constraints, may authorize such leave and arrange for District payments for travel costs.

A. District Required Professional Leave
When an employee attends classes, workshops, or seminars at the District's request, the employee will not lose non-workdays, annual leave, or salary. Required Saturday and/or Sunday attendance will be considered a workday.

B. Employee Requested Professional Leave
    1. If the Human Resources Department approves an employee's request to attend college classes, workshops, or seminars for educational purposes, non-workdays will be charged on the basis of one-half hour for each full hour of attendance. The District shall respond within fifteen (15) working days.
    2. With immediate supervisor approval, employees responsible for implementation of approved District curriculum may be released to participate in program related activities. If funding prohibits participation, individual management plans may need to be reevaluated.

C. JROTC

A single representative of a JROTC school team shall be provided up to five (5) days of professional leave each year to attend training conferences, sponsored by the applicable JROTC headquarters, which occur during the regular work calendar of the JROTC Instructors.

611 UNPAID LEAVE

A. Medical Unpaid Leave

1. An unpaid leave for employee medical purposes may be granted for up to one (1) year. The granting of medical leave will require a letter from the physician treating the employee outlining the nature of the disability or illness and estimating when the employee will be able to return to employment. If requested, the employee will agree to an examination by a physician of the District's choice at the District's expense beyond the cost covered by insurance. Requests for unpaid leave shall be submitted to the Human Resources Department at least thirty (30) calendar days in advance, unless impossible. The District shall respond within fifteen (15) working days.
2. If an employee returns to work from medical unpaid leave within ninety (90) calendar days, the employee shall return to the same facility and job title held before the medical unpaid leave. If an employee returns to work from medical unpaid leave between ninety-one (91) calendar days and one-hundred eighty (180) calendar days, the employee shall return to a position with the same range and step previously held before the unpaid leave, on a position available basis. If an employee returns to work between one-hundred eighty-one (181) calendar days and one year from the last day worked, the employee shall return on a position available basis as near as possible to the same range and step for which qualified or to the job title held before the unpaid leave. If the employee is unable to return because a position is not available, the employee's leave shall be extended for up to six (6) months. If no position is available within that time frame, the District shall have no further obligation to reinstate the employee. Refusal to accept a position at the same or greater salary as previously received shall terminate the employee's employment with the District. The District and ACE may mutually agree to extend these deadlines.

B. Personal Unpaid Leave

1. Employees may be granted unpaid leave for up to one (1) fiscal year or the remaining portion of a fiscal year for compelling personal reasons. Requests for unpaid leave shall be submitted to the supervisor at least thirty (30) calendar days in advance. Preference shall be given to leave requests based upon date of receipt, unless otherwise agreed. Requests in excess of three (3)

consecutive days must be approved by the Chief Human Resources Officer. Every effort will be made to act quickly and favorably upon such requests. In the event the request is either denied or unreasonably delayed, the employee may appeal to the Chief Human Resources Officer.

2. Upon return from leave, the employee shall be reassigned to the prior job title on a position available basis. If unavailable, the employee shall be assigned to an equivalent job title for which qualified on a position available basis. Employees returning from leave shall be reinstated with length of service rights accumulated as of the date of their leave and shall not be required to serve the initial probationary period. Wage step movement shall not occur if the leave exceeds half of the employee's yearly workdays. Employees returning from leave who are not reassigned due to position unavailability may extend their leave for up to one year during which time they may apply for open positions and receive preferential consideration, consistent with applicable collective bargaining agreements. Following this year, the District shall have no further obligation to reinstate the employee.

C. Professional Development Unpaid Leave
    1. A leave of up to one year may be granted for professional development directly related to the employee's career path. Requests for leave shall be submitted to the Human Resources Department at least 30 calendar days in advance. Preference shall be given to leave requests based upon date of receipt. The District shall respond within fifteen (15) working days.
    2. Upon return from leave, the employee shall be reassigned to the prior job title on a position available basis. If unavailable, the employee shall be assigned to an equivalent job title for which qualified on a position available basis. Employees returning from unpaid leave shall be reinstated with length of service rights accumulated as of the date of their leave and shall not be required to serve the initial probationary period. Wage step movement shall not occur if the leave exceeds half of the employee's yearly workdays.

D. Religious Unpaid Leave
    Employees whose religion requires their absence from work shall be granted necessary unpaid leave days, upon presentation of proof acceptable to the District.

E. Benefit Continuation During Unpaid Leave
    1. Employees who lose their eligibility for health benefits while on unpaid leave may elect to pay the full cost of the health program in accordance with Federal Regulations (COBRA).
    2. Employees who lose their health benefits but elect to continue their health benefits through COBRA or another plan and remain insured for the duration

of their absence, will have their health benefits and life insurance resume on the first day of the month following their return to work.

3. Employees who lose their health benefits and do not remain insured for the duration of their absence, upon their return, will be eligible for health benefits on the first day of the month following completion of the 60 calendar day waiting period.

612 ANNUAL LEAVE DAYS

A. Employees assigned to work years of 240 days shall be credited with nine (9) days at the start of each year.

B. Employees assigned to work years of at least 215 days but no more than 239 days shall be credited with eight (8) days at the start of each year.

C. Employees assigned to work years of at least 195 days but no more than 214 days shall be credited with seven (7) days at the start of each year.

D. Employees assigned to work years of fewer than 195 days shall be credited with five (5) days at the start of each year.

E. Annual leave shall be accruable to a maximum of thirty (30) days. Annual leave in excess of thirty (30) days will be cashed out annually. Balances will be cashed out and paid in July, based on the per diem in effect as of June 30.

F. Once all non-workdays have been used, annual leave may be used with prior supervisory approval. Employees are encouraged to send requests by electronic mail and the District's leave system. Approval or non-approval of the supervisor shall occur within five (5) days of the submission of the leave request.

613 EMERGENCY LEAVE

Emergency leave shall be granted for emergencies not previously stated to include but not limited to home heating or flooding problems. Such leave shall be counted as non-workdays or annual leave, at the discretion of the employee. The employee shall specify the leave and reason on the leave slip. The District may require further verification of the emergency.

614 TRAVEL EMERGENCY LEAVE

Absence as a result of travel emergencies beyond the control of the employee shall be counted as non-workdays when written verification acceptable to the District has been received, provided the employee has non-workdays available. If not, the employee may

elect to use annual leave for the time missed or take leave without pay. Notification shall be in advance, unless impossible. Neither non-workdays nor annual leave days shall be affected when the travel is for District business.

700 BENEFITS

701 HEALTH BENEFITS

A. Contributions made for health insurance may only be used for the District's comprehensive health benefits plan. The District will contribute $1695 per eligible employee per month during the term of this agreement. During the term of this agreement the amount of monthly contribution provided by the District shall in no case be less than the highest monthly contribution provided for any other employee group participating in the District's employee health benefits plan.

B. Health insurance benefits shall be described in the District's summary plan description as periodically amended. Coverage shall begin on the first day of the month following attainment of eligibility. Eligibility is attained after a waiting period of sixty (60) calendar days for employees who do not currently have health benefit coverage with one of the District employee benefit plans. Only those employees assigned to positions of thirty (30) hours or more per week shall be eligible for health insurance coverage under the District's benefit plan. Employees whose work hours are increased to thirty (30) or more hours per week must fulfill the sixty (60) calendar day waiting period requirement before becoming benefit eligible. Eligibility requirements for life insurance benefits are the same as those for medical insurance benefit eligibility.

C. The District will continue the Health Benefits Task Force whose members shall include representatives from each of the District's bargaining units and the District's exempt employees covered by the District's health plan. Representatives will be appointed by their respective bargaining group.

   The Task Force shall assist with research, monitor health care costs and usage, and assess responses from various proposed carriers/administrators on health benefits, and assist in the design of health benefit plans. The Task Force shall meet no less than quarterly during the school year. Members shall include at least two ACE representatives. The Task Force shall develop jointly issued communications as needed as determined by the Task Force.

702 LIFE INSURANCE

A. The District shall provide group life insurance protection for each employee in the amount of three (3) times annual salary and group accidental death and dismemberment insurance in the amount of three times annual salary as described in the insurance policy between the District and the insurance carrier.

B. Upon termination/retirement, an employee may elect to convert group life insurance to individual life insurance coverage up to the amount of coverage in effect at termination. If such selection is made, the terminating/retiring employee will pay all premiums in accordance with rates available from the insurance carrier at the time of conversion.

C. Employees may purchase dependent life insurance coverage through the District according to the provisions of the carrier.

D. Employees are encouraged to review the information available on the Benefits Department website for complete details on life insurance benefits.

703 EMPLOYEE INDEMNIFICATION

A. The District will indemnify, defend, protect, and save harmless employees who, in the performance of their assigned duties, are alleged to be or become liable for damages, except that coverage for use of a private vehicle shall be limited as stated in Article 707 Mileage Reimbursement. To qualify for this protection, the employee must provide the District with immediate notification of any charges filed. This protection shall encompass at least:
    1. Listing all employees as additional named insureds on the District's comprehensive general liability, automobile liability and errors and omissions policies, including all excess and umbrella policies, and providing coverage through self-insurance for and deductibles required under these policies;
    2. Provide legal defense against any allegations, litigation, or arbitration at no cost to the employee.

B. The District shall not be required to indemnify an employee under this article if the employee's actions are found to be willful or malicious.

704 WORKERS' COMPENSATION

A. In an effort to avoid Workers' Compensation claims, employees shall notify their immediate supervisor in writing, with a copy to ACE, of any unsafe working conditions. The supervisor shall investigate the concern and rectify the problem, as appropriate.

B. The District will provide Workers' Compensation benefits in accordance with the Alaska Workers' Compensation Act for injuries or illnesses sustained in the course and scope of employment.

C. The employee on Workers' Compensation shall also continue to be paid full salary until all sick leave and annual leave are exhausted, in that order. This section shall be implemented at the sole option of the employee.

D. As long as an employee continues to draw regular salary under Article 704 C, benefits will continue as if the employee were actively at work.

E. After an employee exhausts all annual leave, sick leave, non-workdays, and Family Medical Leave if applicable, the employee may apply for unpaid medical leave to protect the position not to exceed one (1) year total for all leave.

F. Return rights for these employees shall take precedence over other employee unpaid leave provisions.

G. If an employee returns to work from unpaid leave within 90 calendar days from the last day worked, the employee shall return to the same facility and job title held before the unpaid leave. If an employee returns to work between 91 calendar days and 180 calendar days from the last day worked, the employee shall return to a position for which qualified within the same range and step held before the unpaid leave. If an employee returns to work between 181 calendar days and one year from the last day worked, the employee shall return on a position available basis as near as possible to the same range and step of the job title held before the unpaid leave. If the employee is unable to return because a position is not available, the employee's leave shall be extended for up to six (6) months. If no position is available within that timeframe, the District shall have no further obligation to reinstate the employee. Refusal to accept a position at the same or greater salary as previously received shall terminate the employee. The District and ACE may mutually agree to extend these deadlines.

H. If an employee fails to return to work from unpaid leave on the agreed upon date for any reason except emergency situations beyond the employee's control, the employee shall be considered as having voluntarily terminated.

I. An employee on Workers' Compensation shall not be subject to layoff; however, should layoffs occur in the employee's job title, the employee's rights to return to work shall be governed by the recall provisions.

705 HOLIDAYS

The following District holidays shall be observed by employees as non-paid days:

Independence Day	Day Before New Year's
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr. Day
Day after Thanksgiving	President's Day
Day before Christmas	Memorial Day
Christmas Day	

When a recognized holiday falls on a Saturday, the preceding Friday shall be considered a District holiday. If the holiday falls on Sunday, the following Monday shall be considered a District holiday.

An employee who is in a pay status on the workdays immediately preceding and following a designated holiday and who is required to work on that day shall receive double pay.

706 EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP), available without charge to the employee and dependents. The District reserves the right to modify the program as it deems appropriate. The employee's use of the EAP shall remain confidential and not be disclosed to the District or ACE by the service provider without the employee's written consent. The decision to utilize the EAP cannot be used against the employee in evaluations, memoranda or any other record that refers to employee performance. Client lists shall not be available to the District or ACE from the service provider.

707 MILEAGE REIMBURSEMENT

Employees required by the Superintendent to use their private motor vehicles to conduct school business shall be reimbursed at the approved Internal Revenue Service rate. Requests for mileage reimbursement must be submitted no later than quarterly.

Employees shall be required to carry the minimum liability insurance specified by statute. Employee liability insurance coverage will be primary and District coverage secondary in case of accident. In all cases, employees will incur the cost of damage to their own vehicles.

800 SALARY

801 SALARY CONDITIONS

A. Employees shall be paid on a salary basis by direct deposit in twelve (12) equal payments. Employees shall receive annual written notification of salary, or hourly rate, as applicable.

B. Annual salary shall be calculated by multiplying the per diem times the number of workdays times the percentage of FTE worked.

C. Each year on July 1, employees shall move one step within their assigned range. An employee whose salary exceeds the range maximum shall be held at the current salary until the salary schedule exceeds current salary. Employees returning to the same job title from an unpaid leave of more than half of the number of workdays in the work year shall retain the step held previous to the leave.

D. Service credit shall be earned at the following rates:
   - 5 years through 9 years of service: 1.5% of annual salary
   - 10 years through 19 years of service: 2.25% of annual salary
   - 20 years through 29 years of service: 2.75% of annual salary
   - 30 plus years of service: 3% of annual salary

   Conditions: Service credit payments shall be earned on a fiscal year based upon the employee's full years of service in ACE as of June 30, and as defined in Article 513. To be eligible, ACE employees must complete their full work calendar on or before June 30 of a fiscal year.

   Service credit payments shall apply to all wages earned by the employee. Service credit payments will be applied to a fiscal year salary covering the total gross wages earned during the period from July 1 through June 30 of a given fiscal year. Annual service credit payments will normally be paid in July of the following fiscal year.

E. Employees who are recalled from layoff into a lower range shall be placed at the step of the lower range closest in dollars to, but not more than, the step held at layoff. Placement at the higher step in the lower range will continue only so long as the employee remains in that position. If the employee returns to a position in the range held before layoff, the employee will return to the step held before layoff, adjusted for any movement secured through bargaining. Any change of assignment between the lowest range held as a result of recall and the position held before lay-off will result in no change in compensation.

   Employees who return from long term unpaid leave into a lower range shall be placed according to previous experience, as determined by the Human Resources Department, except as provided in Article 611 A.

F. Employees who are re-classed to positions in higher ranges, or accept a position in a higher range, shall receive a minimum 5% increase in salary.

G. Pay Practices for JROTC Instructors

1. JROTC Instructors shall be contracted for 200 workdays between July 1 and June 30 each year.
   That amount of annual salary shall be equal to the monthly Minimum Instructor Pay (MIP) required under the District's agreement(s) with the Department of Defense (by appropriate branch), plus a $4500 addenda. The annual salary for JROTC Instructors shall be projected each year, based upon the actual MIP for the first quarter of the calendar year. The annual salary for newly hired JROTC Instructors will be based on the estimated MIP notice received from the Department of Defense multiplied by the remaining pay periods in the current year.

2. JROTC salaries shall be paid in thirteen (13) payments. Twelve (12) payments will occur monthly and coincide with the District's regular payroll schedule beginning in July; or for the number of months actually employed during the school year. The thirteenth or final payment will be paid as a $4500 addenda on or before July 15th of the following fiscal year. Any necessary adjustments in annual salary that are necessitated by changes in the Minimum Instructors Pay requirements shall be reflected in the thirteenth payment. If employment with the District ends prior to the end of the work year, the District reserves the right to retrieve any overpayment and shall submit any under payment.

802 WORKDAYS

Employees shall work the number of days as currently assigned or as established by the District for new positions and amended to this Agreement by Letter of Agreement.

Unless otherwise specified in this Agreement, nothing in this Article shall be construed to prohibit the adjusting of an employee's work schedule or workdays during a pay period to meet the operational needs of the District. If this section is applied, the affected employee's work plan calendar should be adjusted accordingly.

803 OVERTIME ELIGIBLE POSITIONS

Ranges A-D

A. Employees who occupy position titles in Ranges A-D in Article 807 shall receive overtime when work beyond eight hours in a day or 40 hours in a week is required. Overtime work shall be paid at the rate of one-and-one-half times the regular hourly rate. Overtime work performed on the seventh day of a scheduled workweek shall be paid at two times the regular hourly rate. Work in excess of 12 hours in any

continuous work period shall be paid at two times the hourly rate. Overtime hours worked shall be submitted to Payroll in accordance with written Payroll procedures.

B. Through mutual agreement, employees eligible for overtime may elect to receive compensatory time instead. Compensatory time will be computed in the same manner as overtime. Compensatory time off can be accrued up to 240 hours (not more than 160 hours of actual hours worked). This time must be used by the end of the fiscal year in which it is earned. In lieu of this, the employees' supervisor must report any unused amount that remains on the books to the Payroll Department for payment.

C. No work beyond the specified shift will be performed without prior written supervisor approval. Employees, who willfully cause the District to incur overtime obligations, without obtaining proper supervisory approval, shall be subject to disciplinary action.

D. An employee who is notified prior to the end of the regular shift to report early to the next shift, will be paid time and one-half for actual hours worked prior to the start of the regular shift. An employee notified at home to report back to work or prior to starting the next regular shift, will receive compensation at one and one-half times the regular rate of pay for actual hours worked, with a minimum of four hours overtime.

E. Employees will accurately record time worked in accordance with District procedures.

F. Leave will be tracked on an hourly basis using the District's leave recording system. Leave will be submitted on an hourly basis. Documented leave usage records are to be maintained in the District's leave recording system.

G. All hours worked will be tracked on a daily basis. Time will be reviewed and submitted by the employee in the District's time recording system on a daily basis.

804 OVERTIME INELIGIBLE POSITIONS

A. Normal workweeks for ACE overtime ineligible positions typically require a minimum of 40 hours, and individuals in these positions are expected to be available during the normal workday to meet the needs of the District. Employees in these overtime ineligible positions are expected to take responsibility for their own schedules and can, on occasion, take time off from work in order to meet personal needs. This time off from work must be approved in advance by the supervisor and must not conflict with District operations. In these situations, a leave slip is not required for absences of less than four (4) hours.

B. For each workday, salaried employees are required to "presence punch" or submit paid leave requests according to District procedures.

C. Employees working less than full-time will not be expected to regularly work hours over their FTE. Duties and responsibilities shall be adjusted to accommodate the assigned FTE.

D. Employees may, at any time, request an additional review of their positions, if they believe their positions to be overtime eligible. Additional reviews shall be conducted by an outside consultant, agreed upon by the District and ACE. Any disputes regarding eligibility for overtime shall be determined in accordance with the Fair Labor Standards Act.

805 STANDBY

Standby assignments may be implemented upon agreement between ACE and the District with specific approval of the Superintendent.

806 SPECIAL PROJECTS

A. Special project agreements may be written for amounts not necessarily related to regular pay rates. Acceptance of such agreements shall be at the employee's option, without recrimination for refusal to accept. These time-specific projects shall be paid by addendum and based on organizational need, project complexity, estimated length of time required to complete project, and qualifying skill factors. Special projects are for duties performed outside of the employee's regular workday.

B. Addenda in excess of $5,000 per project shall be negotiated with ACE and agreed to by Letter of Agreement. ACE will respond to any special projects request in a timely manner. A Letter of Agreement is not required for ACE employees who voluntarily elect to coach, perform coaching duties, act as gym managers, work the King Tech High School third session, or work summer school outside of their normal work. The members shall be paid in the amount as set by the standard District practices.

C. Overtime eligible employees who accept special project assignments outside of a scheduled shift shall be paid their regular rate of pay or overtime wages as appropriate.

807 CLASSIFICATION PLAN

The District shall maintain a classification system, based upon the principle of like pay for like work. The following criteria shall be used to determine the appropriate classification, to include but not limited to: Education, Knowledge or Know-How; Accountability or Systemic Impact; Problem Solving; Supervisory Authority; Market Factors; and Internal Equity.

Employees may request a review of classification of their positions in accordance with District procedures.

Overtime Eligible Positions

Range	Job Title	Number of Days
A	Interventionist	180
	Interventionist, Title I	180
	Operator, Digital Copy Center	230
	Operator, Offset Equipment	230
	Technician, Claims, Medical Only	230

Range	Job Title	Number of Days
B	CITH Transportation Scheduler	184
	Technician, Health Services First Aid/CPR	180/230
	Technician, Route Scheduler	215
	Safety-Security	180
	Technician, Budget	240
	Technician, Bus Dispatcher	198
	Technician, Grant	198/215/230
	Technician, Payroll	240
	Technician, Project Support	230

Range	Job Title	Number of Days
C	Assistant, Speech Language Pathology	180
	Assistant, Certified Occupational Therapy	180
	Education Interpreter I	182
	Lead Offset Equipment Operator	230
	Nurse, Licensed Practical	180
	Physical Therapy Assistant	180
	Technician, Braille	198
	Technician, Finance	240
	Technician, Internet Training & Production	230
	Technician, Media Production	230
	Technician, Security	230
	Technician, State/Federal Programs and Medicaid	240

	Technician, Systems I	230/240
	Technician, Web Content	230
	Technician II, Accounting	240

Range	Job Title	Number of Days
D	Registered Nurse	180
	Academic Scheduler 9-12, Title I	182
	Education Interpreter II	182
	Interpreter, World Language	182

Non-Overtime Eligible Positions

Range	Job Title	Number of Days
4	Behavior Strategist	188
	Buyer	230/240
	Community Counselor, Indian Education	180
	Coordinator, Behavior Intervention	188
	Coordinator, IEP Support Services	205
	Coordinator, Recycling	230
	Coordinator, STEP Center and Alaska Family Directory	188/215
	Educational Technology Computer Support I	215
	Engineering Assistant	230
	Language & Cultural Liaison	180
	Specialist, Assessment Systems	230
	Specialist, Bus Safety Training	198
	Specialist, Volunteer	184
	Specialist, CCTV	230
	Specialist, Finance II	240
	Specialist, Healthcare Services	240
	Specialist, Microsystems I	180/205
	Specialist, Migrant Education Recruitment	215
	Specialist, Program Support	215/230
	Specialist, Publications	230
	Specialist, Records Management	240
	Specialist, Recruiting and Onboarding	240
	Specialist, Regulatory Compliance	230
	Specialist, Risk Management Claims	240
	Specialist, Special Education Records	215
	Specialist I, Student Nutrition Programs	205/230
	Specialist, Student Nutrition and Finance	230
	Specialist, Transportation Services	215
	Specialist, Web Content	230/205

	Specialist, Web Programs	230/184
	Supervisor, E.W.E. Program	198
	Supervisor, NEP Program	198
	Tech Support I	215/230/240
	Technician, Systems I	230/240

Range	Job Title	Number of Days
5	Analyst, Budget	240
	Coordinator, Family School Services, Title 1	184
	Coordinator, Project Ki'l	188
	Coordinator, Transition and Social Services	184/215
	Specialist, Community Services	240
	Specialist, Education and Support Services	180/215
	Specialist, Publications	230

Range	Job Title	Number of Days
6	Accountant	240
	Analyst, Business Process	230/240
	Analyst, Operations	230
	Adjuster, Claims	230/240
	Coach, Student Success	188
	Coach, Intervention	188
	Coordinator, 21st Century Community Learning Center	172
	Coordinator, Computerized Maintenance Management System (CMMS)	230
	Coordinator, Early Childhood Program Outreach and Transition	215
	Coordinator, Marketing, Student Nutrition	230/205
	Coordinator, Payroll	240
	Coordinator, Production & Technology	215
	Coordinator, Recruitment & Compliance/Migrant Ed	198
	Coordinator, Student Nutrition	230/205
	Coordinator, Web Content	230
	Educational Technology Computer Support II	215
	Manager I, Facilities Project	230
	Manager, Catering	230
	Manager, Student Nutrition Administration	230
	Microbiologist, Student Nutrition	230
	Programmer	230/240
	Specialist, Cultural Enrichment	215
	Specialist, Design Planning	230
	Specialist, Grants Development	230
	Specialist, HRIS	240
	Specialist, Healthcare Services Information Systems	230

	Specialist, Microcomputer Systems II	215
	Specialist, Migrant Education	198
	Specialist, Network	230
	Specialist, Related Service Program	198/180
	Specialist, Special Education Program	184
	Supervisor, BPO Specialist	230
	Supervisor, Custodians	230
	Supervisor, Quality Control and Security Specialist	230
	Supervisor, Training and Safety Specialist	230
	Tech Support II	230/240
	Transportation Planner	230

Range	**Job Title**	**Number of Days**
7	Dietitian, Student Nutrition Outreach	230
	Facilities Planner	230
	Inspector, Construction	230
	Manager, Business Management	240
	Manager, Information Technology Office	230/240
	Manager, Maintenance Department MCR	230
	Manager, Central Kitchen	230
	Purchasing Agent	230/240
	Homeless and Foster Care Education, Title 1	188
	Specialist, PAIDEIA	215
	Specialist, Student Nutrition Programs II	230
	Specialist, Risk Management/Safety	240

Range	**Job Title**	**Number of Days**
8	Analyst, Project Support	230
	Analyst, Senior Budget	240
	Analyst II, Business Process	230
	Inspector, Senior Construction	230
	Manager, Facilities Project II	230
	Specialist, Career Technology Education Systems	230
	Specialist, Instructional Information Systems	230
	Specialist, Library Information Systems	230
	Specialist, Safety Training	240
	Specialist, Security Technology	230
	Supervisor, Printing	230
	Tech Support III	230/240

Range	**Job Title**	**Number of Days**

9	Accountant, Senior	240
	Administrator, Systems I	230/240
	Analyst, Information Technology Service	230
	Analyst, Network I	230/240
	Analyst, Programmer	230/240
	Analyst, Training Application Support	230
	Construction Plans Examiner/Cost Estimator	240
	Foreman, Operations	230
	Manager, Food Safety & Training	230
	Manager, Technology Project I	230
	Purchasing Agent/Contract Administrator	230/240
	Specialist, Senior Purchasing Agent	230/240
	Supervisor, Grounds	230
	Supervisor, Transportation Services	230
	Writer, Discretionary Grants	215

Range	**Job Title**	**Number of Days**
10	Administrator, Systems II	230/240
	Analyst, Network II	230/240
	Assessment and Evaluation Statistician	230
	Coordinator, School Social Work	188
	Coordinator, Security/Safety and Emergency Preparedness	240
	Demographer	230
	Facilitator Discretionary Grant	198/215/230
	Facilitator, Intern Placement	180
	Foreman, Audio Visual	230
	Lead, Graduation Support	188
	Manager, 21st Century CCLC	215
	Manager, Consolidated Grants Business	230
	Manager, Curricular Materials	240
	Manager, Energy Conservation/Project Manager	240
	Manager, Emergency Response, Recovery & Major Maintenance	230
	Manager, Facilities Project III	240
	Manager, IT Operations	230
	Manager, Migrant Education Program	215
	Manager, Migrant Education Program Recruitment	230
	Manager, Project Support	230
	Manager, Project Support (Counseling/CTE Support)	230
	Manager, Regulatory	230
	Manager, Special Education	240
	Manager, Special Education Step Center	198/215
	Manager, Student Nutrition Business Development	230

	Manager, Student Nutrition Operations	230
	Manager, Student Nutrition Production	230
	Producer, Audio and Visual Media	230
	TITLE 1 Administrative Support	215

Range	Job Title	Number of Days
11	Administrator, Systems III	230/240
	Analyst, Systems	230/240
	Analyst, IT Safety & Security	230
	Analyst, Senior Operations	230
	Coordinator, AKSD Support Services	198/215
	Coordinator, College and Career Program	198
	Coordinator, District Data	230
	Coordinator, Dual and Concurrent Enrollment	215
	Coordinator, Information Technology Service	230
	Coordinator, Multi-Sensory Instruction (MSI)	198
	Coordinator, Recruitment & Retention	215
	Coordinator, Special Education Services	198/215/230
	Coordinator, Special Education Services, Clinical Interventions	215
	Coordinator, Special Education Social Services	215
	Coordinator, Title I Early Childhood	205
	Manager, Competitive Grants	240
	Manager, Technology Project II	230/240
	Network Analyst III	230/240
	Supervisor AV Services & Voice & Library Automation	230
	Supervisor, Maintenance	230

Range	Job Title	Number of Days
12	Analyst, Database	230/240
	Analyst, Research	230/240
	Analyst, Senior Systems	230
	Architect, Solutions	240
	Coordinator, Assessment and Evaluation	230
	Coordinator, CIT/H Program	198
	Coordinator, College and Career Counseling	215
	Coordinator, Curriculum	215
	Coordinator, Discretionary Grant	230
	Coordinator, Disability & Mental Health	230
	Coordinator, Certificated Professional Development	215
	Coordinator, Curriculum & Instructional Design	215
	Coordinator, ECHO Projects	230
	Coordinator, Federal Programs Compliance	215/230

	Coordinator, Health Services	215
	Coordinator, Instructional Support & Data-Based Decision Making	215
	Coordinator, Life, College and Career Ready Curriculum	215
	Coordinator, Program Evaluation	215/230
	Coordinator, School Counseling	215
	Coordinator, Secondary Career & Technical Education	198/215
	Coordinator, Special Education Department	215/230
	Coordinator, Special Education-BCBA	215
	Coordinator, Social Emotional Learning & Behavior Support	215
	Coordinator, Testing	230
	Engineer, Network	230/240
	Engineer, Systems	230/240
	Liaison, Business and Community	215
	Manager, Senior Project	230
	Supervisor, Art	215
	Supervisor, Library Services	230
	Supervisor, Purchasing	230/240
	Supervisor, Purchasing Operations	230/240
	Supervisor, Purchasing Logistics and Operations	230/240
	Supervisor, Business Development	230/240

Range	**Job Title**	**Number of Days**
13	Officer, Development	240
	Supervisor, Field Services	240
	Supervisor, Gifted	215
	Supervisor, Title VI Indian Education	230
	Supervisor, Information Technology	230/240
	Supervisor, K-12 Education Technology	215
	Supervisor, Migrant Education	215
	Supervisor, Music	230
	Supervisor, Records Management	230/240
	Supervisor, Service Desk	230/240
	Supervisor, BPO Specialist	230
	Supervisor, Construction	230/240
	Supervisor, Design Planning	240

808 PER DIEM SCHEDULE

Effective July 1, 2021, to June 30, 2022

Range	A	B	C	D	E	F	G	H	I	J	K
A	163.68	167.77	171.86	176.15	180.44	184.96	189.46	194.22	198.93	203.92	208.89
B	171.86	176.15	180.44	184.96	189.46	194.22	198.93	203.92	208.89	214.12	219.34
C	180.44	184.96	189.46	194.22	198.93	203.92	208.89	214.12	219.34	224.80	230.29
D	189.46	194.22	198.93	203.92	208.89	214.12	219.34	224.80	230.29	236.05	241.80
4	189.46	194.22	198.93	203.92	208.89	214.12	219.34	224.80	230.29	236.05	241.80
5	198.93	203.92	208.89	214.12	219.34	224.80	230.29	236.05	241.80	247.87	253.92
6	208.89	214.12	219.34	224.80	230.29	236.05	241.80	247.87	253.92	260.24	266.62
7	219.34	224.80	230.29	236.05	241.80	247.87	253.92	260.24	266.62	273.28	279.93
8	230.29	236.05	241.80	247.87	253.92	260.24	266.62	273.28	279.93	286.95	293.94
9	241.80	247.87	253.92	260.24	266.62	273.28	279.93	286.95	293.94	301.30	308.63
10	253.92	260.24	266.62	273.28	279.93	286.95	293.94	301.30	308.63	316.34	324.07
11	266.62	273.28	279.93	286.95	293.94	301.30	308.63	316.34	324.07	332.16	340.28
12	279.93	286.95	293.94	301.30	308.63	316.34	324.07	332.16	340.28	348.78	357.27
13	293.94	301.30	308.63	316.34	324.07	332.16	340.28	348.78	357.27	366.21	375.13

Range	L	M	N	O	P	Q	R	S	T	U	V
A	214.12	219.34	224.80	230.29	236.05	241.80	247.87	253.92	260.24	266.62	273.28
B	224.80	230.29	236.05	241.80	247.87	253.92	260.24	266.62	273.28	279.93	286.95
C	236.05	241.80	247.87	253.92	260.24	266.62	273.28	279.93	286.95	293.94	301.30
D	247.87	253.92	260.24	266.62	273.28	279.93	286.95	293.94	301.30	308.63	316.34
4	247.87	253.92	260.24	266.62	273.28	279.93	286.95	293.94	301.30	308.63	316.34
5	260.24	266.62	273.28	279.93	286.95	293.94	301.30	308.63	316.34	324.07	332.16
6	273.28	279.93	286.95	293.94	301.30	308.63	316.34	324.07	332.16	340.28	348.78
7	286.95	293.94	301.30	308.63	316.34	324.07	332.16	340.28	348.78	357.27	366.21
8	301.30	308.63	316.34	324.07	332.16	340.28	348.78	357.27	366.21	375.13	384.53
9	316.34	324.07	332.16	340.28	348.78	357.27	366.21	375.13	384.52	393.91	403.74
10	332.16	340.28	348.78	357.27	366.21	375.13	384.52	393.91	403.74	413.61	423.94
11	348.78	357.27	366.21	375.13	384.52	393.91	403.74	413.61	423.94	434.29	445.12
12	366.21	375.13	384.52	393.91	403.74	413.61	423.94	434.29	445.12	455.97	467.36
13	384.52	393.91	403.74	413.61	423.94	434.29	445.12	455.97	467.36	478.79	490.76

Effective July 1, 2022, to June 30, 2023

Range	A	B	C	D	E	F	G	H	I	J	K
A	166.96	171.13	175.30	179.67	184.04	188.66	193.25	198.10	202.91	207.99	213.07
B	175.30	179.67	184.04	188.66	193.25	198.10	202.91	207.99	213.07	218.40	223.73
C	184.04	188.66	193.25	198.10	202.91	207.99	213.07	218.40	223.73	229.30	234.89
D	193.25	198.10	202.91	207.99	213.07	218.40	223.73	229.30	234.89	240.78	246.64
4	193.25	198.10	202.91	207.99	213.07	218.40	223.73	229.30	234.89	240.78	246.64
5	202.91	207.99	213.07	218.40	223.73	229.30	234.89	240.78	246.64	252.83	259.00
6	213.07	218.40	223.73	229.30	234.89	240.78	246.64	252.83	259.00	265.45	271.95
7	223.73	229.30	234.89	240.78	246.64	252.83	259.00	265.45	271.95	278.75	285.53
8	234.89	240.78	246.64	252.83	259.00	265.45	271.95	278.75	285.53	292.69	299.81
9	246.64	252.83	259.00	265.45	271.95	278.75	285.53	292.69	299.81	307.33	314.81
10	259.00	265.45	271.95	278.75	285.53	292.69	299.81	307.33	314.81	322.67	330.55
11	271.95	278.75	285.53	292.69	299.81	307.33	314.81	322.67	330.55	338.80	347.09
12	285.53	292.69	299.81	307.33	314.81	322.67	330.55	338.80	347.09	355.76	364.42
13	299.81	307.33	314.81	322.67	330.55	338.80	347.09	355.76	364.42	373.54	382.63

Range	L	M	N	O	P	Q	R	S	T	U	V
A	218.40	223.73	229.30	234.89	240.78	246.64	252.83	259.00	265.45	271.95	278.75
B	229.30	234.89	240.78	246.64	252.83	259.00	265.45	271.95	278.75	285.53	292.69
C	240.78	246.64	252.83	259.00	265.45	271.95	278.75	285.53	292.69	299.81	307.33
D	252.83	259.00	265.45	271.95	278.75	285.53	292.69	299.81	307.33	314.81	322.67
4	252.83	259.00	265.45	271.95	278.75	285.53	292.69	299.81	307.33	314.81	322.67
5	265.45	271.95	278.75	285.53	292.69	299.81	307.33	314.81	322.67	330.55	338.80
6	278.75	285.53	292.69	299.81	307.33	314.81	322.67	330.55	338.80	347.09	355.76
7	292.69	299.81	307.33	314.81	322.67	330.55	338.80	347.09	355.76	364.42	373.54
8	307.33	314.81	322.67	330.55	338.80	347.09	355.76	364.42	373.54	382.63	392.22
9	322.67	330.55	338.80	347.09	355.76	364.42	373.54	382.63	392.21	401.79	411.82
10	338.80	347.09	355.76	364.42	373.54	382.63	392.21	401.79	411.82	421.88	432.42
11	355.76	364.42	373.54	382.63	392.21	401.79	411.82	421.88	432.42	442.97	454.03
12	373.54	382.63	392.21	401.79	411.82	421.88	432.42	442.97	454.03	465.09	476.71
13	392.21	401.79	411.82	421.88	432.42	442.97	454.03	465.09	476.71	488.37	500.57

Effective July 1, 2023, to June 30, 2024

Range	A	B	C	D	E	F	G	H	I	J	K
A	170.30	174.55	178.80	183.27	187.73	192.44	197.11	202.06	206.97	212.15	217.33
B	178.80	183.27	187.73	192.44	197.11	202.06	206.97	212.15	217.33	222.77	228.21
C	187.73	192.44	197.11	202.06	206.97	212.15	217.33	222.77	228.21	233.88	239.59
D	197.11	202.06	206.97	212.15	217.33	222.77	228.21	233.88	239.59	245.59	251.57
4	197.11	202.06	206.97	212.15	217.33	222.77	228.21	233.88	239.59	245.59	251.57
5	206.97	212.15	217.33	222.77	228.21	233.88	239.59	245.59	251.57	257.89	264.18
6	217.33	222.77	228.21	233.88	239.59	245.59	251.57	257.89	264.18	270.76	277.39
7	228.21	233.88	239.59	245.59	251.57	257.89	264.18	270.76	277.39	284.32	291.24
8	239.59	245.59	251.57	257.89	264.18	270.76	277.39	284.32	291.24	298.54	305.81
9	251.57	257.89	264.18	270.76	277.39	284.32	291.24	298.54	305.81	313.47	321.10
10	264.18	270.76	277.39	284.32	291.24	298.54	305.81	313.47	321.10	329.12	337.16
11	277.39	284.32	291.24	298.54	305.81	313.47	321.10	329.12	337.16	345.57	354.03
12	291.24	298.54	305.81	313.47	321.10	329.12	337.16	345.57	354.03	362.87	371.71
13	305.81	313.47	321.10	329.12	337.16	345.57	354.03	362.87	371.71	381.01	390.29

Range	L	M	N	O	P	Q	R	S	T	U	V
A	222.77	228.21	233.88	239.59	245.59	251.57	257.89	264.18	270.76	277.39	284.32
B	233.88	239.59	245.59	251.57	257.89	264.18	270.76	277.39	284.32	291.24	298.54
C	245.59	251.57	257.89	264.18	270.76	277.39	284.32	291.24	298.54	305.81	313.47
D	257.89	264.18	270.76	277.39	284.32	291.24	298.54	305.81	313.47	321.10	329.12
4	257.89	264.18	270.76	277.39	284.32	291.24	298.54	305.81	313.47	321.10	329.12
5	270.76	277.39	284.32	291.24	298.54	305.81	313.47	321.10	329.12	337.16	345.57
6	284.32	291.24	298.54	305.81	313.47	321.10	329.12	337.16	345.57	354.03	362.87
7	298.54	305.81	313.47	321.10	329.12	337.16	345.57	354.03	362.87	371.71	381.01
8	313.47	321.10	329.12	337.16	345.57	354.03	362.87	371.71	381.01	390.29	400.06
9	329.12	337.16	345.57	354.03	362.87	371.71	381.01	390.29	400.05	409.82	420.05
10	345.57	354.03	362.87	371.71	381.01	390.29	400.05	409.82	420.05	430.32	441.07
11	362.87	371.71	381.01	390.29	400.05	409.82	420.05	430.32	441.07	451.83	463.11
12	381.01	390.29	400.05	409.82	420.05	430.32	441.07	451.83	463.11	474.39	486.24
13	400.05	409.82	420.05	430.32	441.07	451.83	463.11	474.39	486.24	498.14	510.59

900 DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 2021, and continue in full force and effect through June 30, 2024.

B. Areas of this Agreement may be reopened for negotiation by mutual agreement of the District and ACE.

ADOPTION/RATIFICATION

For the Collective Bargaining Agreement covering the period July 1, 2021, through June 30, 2024, between the Anchorage School District and the Anchorage Council of Education/APEA/AFT, Local 4425, AFL-CIO.

Margo Bellamy, President
Anchorage School Board

Jennifer Madsen, Field Representative
APEA/AFT (AFL-CIO)

Dr. Deena Bishop
Superintendent

Carrie Flenaugh, Field Representative
APEA/AFT (AFL-CIO)

Andrew Sundboom
Spokesperson

Calvin Mundt
Team Member

Matthew Teaford
Team Member

Eric Simmons
Team Member

Mike Fleckenstein
Team Member

Mica Night
Team Member

Dr. Jennifer Knutson
Team Member

Shannon Rasic
Team Member

Andrew Ratliff
Team Member

James Hobson
Team Member

Document Ref: XT7XK-VNBZO-EGFTN-YKB2V

Signature Certificate

Document Ref.: XT7XK-VNBZO-EGFTN-YKB2V

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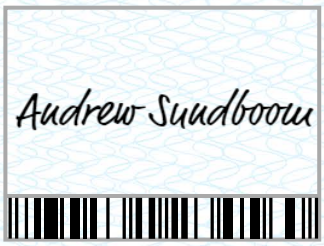

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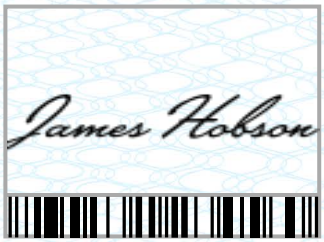

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APPENDIX I

Article I TESTING OBJECTIVES

Section 1. A drug is defined as any substance which may impair mental or motor function, including but not limited to, illegal drugs, controlled substances, designer drugs, synthetic drugs, and look-alike drugs.

Section 2. The use of drugs, which are lawfully obtained and properly used, shall be permitted provided their use does not interfere with the individuals proper and safe work performance.

Section 3. The District will provide training of no less than (1) one hour duration by an entity agreed to by ACE of its supervisors in recognizing the signs and symptoms of drug abuse and an additional one (1) hour training in recognizing the signs and symptoms of alcohol abuse.

Article II PROBABLE SUSPICION, POST-ACCIDENT, AND RANDOM TESTING

Section 1. Probable suspicion means suspicion based on specific personal observations that a District representative can describe the appearance, behavior, speech, and breath odor of the employee. Probable suspicion must be documented at or near the time of observation on the Impaired Behavior Report Form, attached to this Policy. Observation shall be by two (2) supervisors trained in the detection of probable drug use and alcohol misuse by observing behavior. If observation by two (2) supervisors is unfeasible, observation shall be by two (2) individuals, one of whom must be a supervisor trained in the detection of probable drug use and alcohol misuse by observing behavior. Being in an accident does not, in and of itself, constitute cause for testing. Being in an accident may be considered, along with the circumstances of the accident and the supervisor's personal observations of the employee's appearance, behavior, speech, and breath odor, to establish probable suspicion. Probable suspicion will subject the affected employee to testing as outlined in this policy.

Section 2. Employees will be subject to post-accident testing without a finding of probable suspicion only if the employee is involved in an accident as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations and has received a citation for a moving traffic violation in connection with the reportable accident. Urine samples for post-accident drug testing must be obtained within thirty-two (32) hours of the accident. Breath samples must be obtained within eight (8) hours of the accident. An employee who is directed to undergo a post-accident test for drugs and/or alcohol must report for testing as soon as possible after the accident. NOTE: Employees are forbidden to drink alcohol within eight (8) hours after an accident unless they have already submitted to post-accident testing for the accident, or the District has determined they were not at fault. Employees having a positive

test result due to post-accident testing for drugs or alcohol, either with or without probable suspicion, will be terminated.

Section 3. Employees will be subjected to random drug and alcohol testing only to the extent required by applicable federal regulations. Pursuant to current regulations, the District will randomly drug test its employees who are performing functions with a Commercial Driver's License (CDL drivers) as required at an annual rate sufficient to equal 50% of its total number of CDL drivers. The District may choose any reasonable method of randomly selecting employees to be tested but must retain records regarding the method used and employees selected and must provide that information to ACE upon request. Pursuant to current regulations, the District will conduct random alcohol testing at any annual rate sufficient to equal 25% of its total number of CDL drivers.

Section 4. An employee consenting to drug testing will be transported to the hospital or laboratory by the District, or at District expense. If alcohol testing on other than a random basis is conducted away from the employee's work site, the employee consenting to alcohol testing will be transported by the District, or at District expense, to the location of such testing. After a non-random test is completed, the employee will be transported by the District, or at District expense, to his/her residence, or if appropriate, back to the workplace.

An employee subjected to random testing shall be paid for all time required for travel to and from testing, and for time at the testing location, regardless of the outcome of the test.

Section 5. If the test results are negative, the employee will immediately be reinstated in his /her previous position with full back pay for any time lost for transportation to testing and awaiting test results, based on the employee's regular work schedule, and no further action will be taken.

Section 6. Should the result be negative for drugs, but positive for alcohol at a level of at least .02, but less than .04, the employee shall be held out of driving for twenty-four (24) hours beginning from the time the test was requested and shall be required to test at or below the .02 level before returning to duty. The employee shall be assigned to non-driving duties, if possible, during that twenty-four (24) hour period. An employee who has tested at or above the .02 level in a second occasion, shall be subject to the same treatment as an employee testing at or above the .04 level.

Section 7. Should the test results be positive for drugs or positive for alcohol at or above the .04 level, the employee shall not be permitted to return to work until the employee has been evaluated by a Substance Abuse Professional (SAP), approved by ACE and the District. If the SAP recommends treatment that prevents the employee from working or requires that the employee be held out of service while the treatment is pursued, the employee will be placed on medical leave without pay, except sick leave, vacation, and disability, if available, until the SAP authorizes the employee's return to work. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee has signed the Agreement for Continuation of Employment, a copy which is attached to this policy.

The District shall be required to apply the rehabilitation provisions of this Agreement to an employee on only one occasion. Positive drug or alcohol tests thereafter may result in immediate termination.

Section 8. Under no circumstances will the District or ACE be informed beyond a negative or positive outcome of any drug or alcohol testing conducted unless a grievance is filed. In which case, all relevant information regarding the test results, testing methods and chain of custody will be provided to both ACE and the District upon receipt of a release by the employee. If the employee requests the presence of an ACE representative at the time of alcohol breath testing, ACE shall be entitled to observe the testing procedure and observe the result displayed on the breath testing device.

Section 9. Any employee with an alcohol and/or drug dependency problem who identifies themselves prior to a positive substance test, shall be permitted, and is encouraged, to take leave of absence for the purpose of undergoing an approved program for treatment of a dependency problem. The leave of absence must be requested in writing from the District. Leave of absence under this section shall be granted on a one-time basis and shall be for a maximum of thirty (30) days unless extended by mutual agreement of the District, the employee and ACE. The District shall notify ACE of any leaves of absence applied for under this provision.

Article III CONSENT PROCEDURES

Section 1. The District shall inform the employee that he/she is subject to testing and will state whether the testing is probable suspicion, post-accident, or random testing.

Section 2. If the testing is for probable suspicion, the District shall give the employee a copy of the Impaired Behavior Report prepared pursuant to Article II, Section 1. Both of the observing witnesses shall complete an Impaired Behavior Report form. An ACE representative shall not be required to complete the form. In completing the Impaired Behavior Report form, the witnesses shall be as accurate and detailed as possible recording their observations of the employee's behavior which leads to their decision to require a test. The District shall explain that because of the observation of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time.

Section 3. In each and every case the District shall read the applicable Drug Screen Consent form and/or Breath Alcohol Testing Consent form to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes are to be made on the Consent forms.

If the employee refuses to take the test promptly or sign the requested Consent form the District shall:

1. Make it clear to the employee that the request to sign the form and take the test is a direct order.
2. Ask the employee if he/she understands the order. If the employee responds that he/she does not understand the order, the supervisor shall explain the order again.
3. Explain to the employee that failure to comply with the order will result in the employee being treated as having tested positive for the substance or substances for

which testing was requested and will subject the employee to being taken out of service and subjected to employee evaluation pursuant to Article II, Section 7.

Section 4. The District shall use best efforts to immediately notify ACE if the employee requests the presence of an ACE representative at the time of the urine collection or breath testing, or at the time of the request for testing. Urine collection and breath testing shall be delayed no more than one (1) hour from the time of the first request in order to permit an ACE representative to reach the location.

Article IV TESTING PROCEDURES

Section 1. Both drug and alcohol testing will be exclusively by the procedures proved in 48 CFR, Part 40.
Section 2. For drug testing, the specimen collection facility testing laboratory shall follow the split sample procedure in 49 CFR 40.25(f) (10) (ii).
Section 3. The District shall utilize a Medical Review Officer (MRO) as required by the DOT procedures. The District shall, upon request, provide ACE with the identity of the MRO, and with evidence of the MRO's training in substance abuse diagnosis and treatment.
Section 4. In the event of a positive drug test result, the MRO shall notify the employee of the employee's rights to have the MRO direct a retest of the split specimen at another DHHS certified laboratory. If such second test does not confirm the presence of the drug metabolites found in the primary specimen, the MRO shall cancel the test, as required by 49 CFR 40.33(f).
Section 5. Testing not performed in compliance with this Policy and with applicable DOT/FHWA regulations shall not constitute a valid basis for discipline. An employee shall have the right to use the grievance/arbitration procedure to challenge any aspect of the testing procedures.
Section 6. Any employee who successfully challenges a positive test result shall be reimbursed for reasonable costs associated with challenging the test.
Section 7. The District reserves the right to require additional safeguards that serve the best interests of the employee or the Program, subject to the agreement of ACE.

Article V HOLD HARMLESS

The District shall indemnify and hold ACE harmless against any and all claims, demands, suits or liabilities that may arise out of the District's application of this Substance Abuse Program.

Article VI MANDATED FEDERAL REQUIREMENTS

The District shall conduct alcohol and drug testing only to the extent required by federal or state statues, regulations, or rules. Should the federal or state government require more

extensive testing than is covered by the policy, the District will negotiate with ACE prior to the implementation of any such testing, and if such testing is implemented, shall apply the provisions of Article II, Section 6 and 7.

DRUG SCREEN CONSENT

_____ _____

Employee Name Date

_____

Name of Management Representative Requesting Exam

_____

Name of Management Representative Accompanying Employee

Medical Consent: I consent to the collection and testing of urine samples by the hospital/laboratory staff as requested by the District to determine the presence of drugs, pursuant to applicable DOT/FHWA regulations.

Authorization to Release Information: I authorize the hospital/laboratory to release the results only to the District's Medical Review Officer. I authorize the Medical Review Officer to release a statement that the test result is positive or negative only to the District, attention (insert name).

I understand that a positive test result may be grounds for termination, subject to the terms of ACE Collective Bargaining Agreement.

_____ _____

Employee's Signature Date

_____ _____

Management Representative Signature Date

_____

Management Representative (Print Name)

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between the Anchorage School District (District), Anchorage Council of Education/AFT Local 4425 represented by Alaska Public Employees Association (ACE) and_____ (Employee). The District is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in their efforts to remain drug and/or alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and/or alcohol use it is understood that the Employee's continuation of employment by the District is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional (SAP) selected from the attached list or agreed to by ACE and the District. This evaluation should be completed within one week from the date of this document.

2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.

3. The Employee must authorize the SAP to provide a copy of the SAP's recommendation to the District.

4. The employee may return to driving duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.

5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to disciplinary action by the District, up to and including discharge.

6. The Employee, the District and ACE mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee's satisfactorily meeting all the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discipline up to and including discharge.

7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the District will test the Employee for alcohol and/or drug use, as directed by the SAP, on an unannounced basis. There shall be no more than six (6) such unannounced tests for alcohol during this period,

unless the SAP specifically recommends a higher number. Unannounced tests for drugs shall not exceed four (4) such unannounced tests during this twelve (12) month period. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion or random basis as part of the District's Substance Abuse Program, or any tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The employee will be subject to disciplinary action up to and including discharge if the Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

8. If the Employee successfully completes treatment and has no positive drug and/or alcohol tests within twelve (12) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the District's discretion, the Employee understands that if the Employee does not meet the above terms of the Agreement, in lieu of discipline and/or termination, the District may require the Employee to submit to in-patient care for rehabilitation and to agree to renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties in consideration for continuation of the Employee's employment with the District.

Dated this _____ Day of _____, _____

THE DISTRICT:

By _____

Its _____

ACE:

By _____

Its _____

THE EMPLOYEE:

_____

IMPAIRED BEHAVIOR REPORT

At the time of requesting a Drug and/or Alcohol Test, any Management Representatives who have observed the employee and participated in the decision to test must complete this form. Please describe the behavior or reported behavior that causes you to suspect _____ is impaired by (check one or both) ☐ Alcohol, ☐ Drugs.

Speech:

Dexterity:

Standing/Walking:

Judgment/Decision Making:

Appearance (eyes, clothing, etc.):

Supervisor: _____

Witness: _____

Date: _____ Time: _____

Letter of Agreement

Between the Anchorage School District
And
Alaska Public Employees Association/AFT (AFL-CIO)

RE: Hourly Task Force

It is hereby agreed and understood between the parties that no later than November 1, 2021, ACE and the District shall convene a Task Force, composed of an equal number of representatives for ACE and for the District, to review and recommend policies and procedures that may need contract revisions for transitioning overtime eligible employees within the ACE Bargaining Unit to biweekly pay for hours worked.

No later than May 1, 2022, the Task Force will forward a report on the recommendations for commencing biweekly pay for hours worked for overtime eligible employees to ACE and the District. Any agreed upon changes to the Agreement will be negotiated and ratified by the affected ACE members.

Letter of Agreement
between the
Anchorage School District
and the
Anchorage Council of Education/AFT
Alaska Public Employees Association/AFT

The Anchorage School District ("District") and Anchorage Council of Education ("ACE"), agree to the following interpretation of Article 801 of the 2021/2024 Negotiated Agreement between the parties:

1. 188-day employees who were previously paid as 10 payments, starting in September, will now receive 12 equal payments starting in August, with a second payment in May and one in June.

2. All other employees that are on calendars that were formerly paid as 10 payments (180, 182 calendars) will continue to be paid as 10 equal payments, with their first paycheck in September.

3. Employees that are on calendars that previously received pay in August, but were paid as 11 payments (198, 205 calendars), will continue to receive their first paycheck in August, and will be paid as 12 equal payments, with a second payment in May and one in June.

4. All other employees will be paid as 12 equal payments with the first payment made in the same month as it started for the 2020/2021 school year (either July or August).

5. JROTC pay practices will continue as detailed in 801G.

This agreement is not intended to establish a precedent for any similar situations that may arise prospectively or for any other similar situations, past or pending.

For the ASD:

Andrew Sundboom 08 / 13 / 2021

Andrew Sundboom Date
Sr. Director, Labor Relations

For ACE, APEA/AFT (AFL-CIO):

Carrie Flenaugh 08 / 16 / 2021

Carrie Flenaugh Date
APEA/AFT Field Representative