

**LABOR AGREEMENT
BY AND BETWEEN
PETERSBURG SCHOOL DISTRICT
And
ASSOCIATED TEACHERS OF PETERSBURG
2019-2021**

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Preamble

This Agreement is made and entered into by and between Petersburg School District, hereinafter referred to as the "Board", and the Associated Teachers of Petersburg, hereinafter referred to as the "Association". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment pursuant to AS 23.40.070-23.40.260.

Article 1 - Recognition

The Board recognizes the Association as the exclusive bargaining representative for all certificated teaching personnel excluding principals, the Superintendent and substitutes. The purpose of this Article is to recognize the right of the Association to represent certificated teachers in matters pertaining to their employment. Such recognition is premised upon the Association's continued compliance with the Public Employees Relations Act AS 23.40.

Article 2 - Nondiscrimination

Neither the Board nor the Association shall unlawfully discriminate against any employee on the basis of race, religion, gender, gender identity or expression, age, national origin, sexual orientation, marital status, political affiliation, disability, veteran status, or Association membership or non-membership. The parties agree that the term "Association membership" includes acting not only as a member, but also as an officer or representative of the Association.

Article 3 - Status of Agreement

No provisions under this Agreement may be changed, modified, or altered during the term of this Agreement except by mutual consent of the parties. Any current teacher benefits not specifically spoken to in this Agreement shall not be altered during the term of this Agreement unless the Administration shall have met and conferred with representatives of the Association.

Article 4 – Rights of the Board (or Management Rights)

The Association recognizes that the Board has the responsibility and final authority to set educational, fiscal, and budgetary policy for the District to the full extent authorized by law. The Petersburg School Board reserves exclusive rights to operate and control the schools unless specified otherwise in the negotiated Agreement or in state law.

The administrative staff has the responsibility of carrying out the Board's policies and the provisions of this Agreement.

Article 5 - Association rights

5.1 Association Visitation

Authorized District representatives of the Association shall be permitted to visit employees in their buildings when such visits will not interfere with the teachers' duty assignment or normal school operations.

5.2 Posting Notices

The Association may post notices pertaining to Association activities on the designated Association bulletin board at each building. The District shall make space available for the Association on at least one bulletin board in each teachers' lounge. The Association shall have the use of the internal mail system and teacher mailboxes for communication to teachers. All Association materials shall be dated.

5.3 Public Information

The Board will provide the President of the Association, upon written request, public information, which the District possesses and is required by the Association in exercising its responsibility as the official representative of certificated teachers. The Board will provide pertinent information for the processing of a grievance if requested and authorized by the teacher involved.

5.4 In-Service Programs

The Association has the option to plan the content and make recommendations for up to three (3) in service days each year to the principals and Superintendent for final approval by the Board.

5.5 Budget Input

The President of the Association will be informed of all Board meetings, including budget and work sessions, in accordance with Board policy and law. Upon request the President of the Association will be provided a board packet. Teachers are encouraged to make budget recommendations in writing at budget sessions. The Board shall determine priorities, budget, and other decisions.

5.6 Board Policies

The certificated staff has the responsibility of carrying out the Board's policies and the provisions of this Agreement.

Article 6 – Certificated Teacher Contract Agreement

6.1 Conformity

The Board annually shall contract with each regular full or part-time certificated employee regarding the employee's assignment with the District. The regular individual teacher's contract will be in conformity with the state laws, rules and regulations of the State Board of Education, and policies of the Board and this Agreement.

6.2 Return of Contract by Teacher

Individual teacher's employment contracts will be returned and signed by the teacher within thirty (30) days of receipt of his/her contract if he/she intends to continue teaching in the District the following school year.

6.3 Minimum Contract Provisions

The individual teacher's employment contract will minimally provide:

6.3.1 That the provisions of the individual employment contract that are supplemental to state requirements shall be subject to the provisions of this Agreement and if there is any conflict between the two, the terms of the Agreement shall be controlling.

6.3.2 Tentative teaching assignments in terms of grade levels or subject for the upcoming school year. If staffing needs dictate, these assignments may be changed by the District.

6.3.3 That the individual teacher's employment contract may be terminated by mutual consent of both parties upon thirty (30) days written notice by either party and the written assent of the other party.

6.3.4 Contracts will be considered binding. Any teacher who resigns after signing his/her contract without mutual agreement will pay a fine as follows: \$1500.00 from signing to June 30th, an additional \$1500.00 from July 1st through the end of the contract. A 10-day grace period is available upon written request to the superintendent.

Article 7 – Teacher Work Year

7.1 Length of Contract

The length of the contract shall be 190 days. This shall include two (2) non-teaching workdays and two (2) parent conference days, which will be considered as workdays. The dates of these days will be determined by mutual consent. The length of the workday shall be a minimum of 7.5 hours, these hours to be determined on a building basis.

7.2 Duty-Free Lunch

During the regularly scheduled lunchtime, teachers will be allowed a minimum thirty-minute lunch period free of student supervision, as provided by law.

7.3 Substituting

Requests initiated by the principal to cover classes not regularly assigned will be made when arrangements for regular substitutes cannot be made.

7.4 Prep Time

Full-time teachers will be guaranteed planning time throughout the work week, time to be determined at the building level.

Article 8 – Assignments and Transfer

Employees will be assigned on the basis of the needs of the District, the employee's qualifications, and the expressed preference of the employee. When all the conditions have been met by more than one employee, the most senior employee will be assigned to the position.

8.1 Vacancy Considerations and Notices

Vacancies on the professional staff will be filled according to the following considerations:

8.1.1 Certified staff will be given first opportunity to be considered for newly created positions and internal vacancies. New and vacant positions will be e-mailed to all certificated employees and posted on the District website for at least five (5) working days before any out-of-district announcement of the position is made. The district assigned email address shall be the employee official notification e-mail address.

Vacancy announcements will outline the needs the District has for the position. Eligible certificated employees must notify the District of their desire to fill vacancies by the closing date specified. Certificated employees are eligible to apply for vacancies if they are currently working a .5, .6, .7, .8, .9, or 1.0 FTE contract. During summer months, certificated positions will be posted to the district website, District Office, and e-mailed to all certificated staff.

8.2 Transfer Timing

Except in unusual circumstances, transfer will be made at the end of the semester or year.

8.3 Involuntary Transfer

Should it be necessary to transfer an employee involuntarily from building to building or grade level and/or subject within buildings, as much notification as possible will be given, in writing, by the Superintendent or designee to the employee being transferred.

8.4 Determination of Qualifications

For the purpose of this Article the Superintendent will determine qualifications based on:

1. The teacher is properly certificated to teach, and such certificate is not an emergency certificate; and
2. The teacher is endorsed in subject, grade level(s), or specialty area; or
3. The teacher has teaching experience within the subject, specialty or grade level.

8.5 Late Vacancy

A position becoming vacant in the week prior to the first teaching day of the school year or subsequent days will be filled on a temporary basis for the remainder of that year and shall be considered vacant when hiring for the following year. A teacher from outside the District hired to fill a position under this section is not entitled to the preference provisions of this article.

8.6 Teacher on Leave

A teacher on Board approved leave is subject to the provisions of this Article.

Article 9 – Layoff and Recall

In the case of District decrease in student attendance, a decrease of 3% or more in basic need, or other conditions not in conflict with state law which demand a reduction in tenured personnel, the following procedures shall prevail:

9.1 Layoff

9.1.1 Before any official action is taken on the reduction of tenured staff, the Board will discuss the necessary layoff with the executive committee of the Association. The Association will have a five (5) day written notification of the proposed date of discussion.

9.1.2 After consideration of the information developed in discussion, the Board shall determine the programs or program components, which are to be maintained or restructured in implementing the layoff plan.

9.1.3 The Superintendent will review the qualifications and seniority of the teachers who may be affected by layoff, and construct a staffing proposal which will be reviewed by the Association executive committee. The Association will have five (5) working days to respond to the proposal if it so desires.

9.1.4 Layoff of tenured personnel shall occur according to the following procedure, which is in order of priority:

9.1.4.1 Through normal attrition.

9.1.4.2 All non-certificated or emergency certificated teachers will be released first.

9.1.4.3 Non-tenured teachers will be released first unless a position cannot be filled by a qualified tenured teacher.

9.1.4.4 For the purpose of this section, a tenured teacher is qualified for a position if the position is in:

a. Grades K-8 and the teacher has an elementary endorsement;

b. An established middle school and the teacher has:

1) An elementary endorsement;

2) A middle school endorsement; or

3) A secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40% of the teacher's time or the teacher has, within the five (5) years immediately preceding the last date on which the teacher performed teaching services in the District before being laid off, received an evaluation stating that the teacher's performance in the subject(s) meets the District performance standards;

c. Grades 9-12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40% of the teacher's time or the teacher has, within the five (5) years immediately preceding the last date on which the teacher performed teaching services in the District before being laid off, received an evaluation stating that the teacher's performance in the subject(s) meets the District performance standards.

9.1.4.5 If it is necessary to lay off tenured teachers, they will be laid off in reverse order of seniority, within the program or program components of 9.1.2 that are not to be maintained (seniority will be date and time an individual signed contract is officially received by the District). Any tenured teacher whose position has been eliminated due to necessary staff reductions shall be offered a transfer within the District if the teacher is qualified. If the teacher is qualified for more than one position, he/she will be assigned the position occupied by the least senior teacher. If more than one teacher has the same seniority, preference shall be granted on the basis of qualifications for a position.

9.1.4.6 Staff on leave will be treated for the purpose of layoff with the same consideration and regard to seniority rights as if presently teaching. Notice shall be given to them at the same time as other teachers about possible layoff.

9.2 Recall

9.2.1 Teachers who are laid off shall be recalled in reverse order of layoff provided they are qualified.

9.2.2 Recall will be initiated immediately upon the existence of a vacancy in the District as determined by the Board.

9.2.3 No teacher will lose recall rights if he/she secures other employment during the layoff.

9.2.4 Any teacher re-employed by recall shall be given the tenure, salary placement and experience held at the time of layoff. A teacher shall not accrue leave, benefits, seniority or tenure while on layoff status. Other benefits shall be those benefits in force at the time of recall.

9.2.5 Any teacher laid off shall be accorded the following recall rights:

9.2.5.1 Teachers who wish to be considered for recall shall so advise the Superintendent in writing at the time of layoff and shall provide the Superintendent with an address and telephone number through which they can be contacted. It is the teacher's obligation to keep this information current.

9.2.5.2 For a period of three (3) years thereafter, as certificated positions become available, the Superintendent shall contact such teachers with recall rights. If more than one teacher is qualified for the position, preference shall be granted on the basis of seniority. All teachers who have recall rights will have the same rights under this Agreement as contracted personnel with the exception of compensatory rights included in Articles 14, 15 and 16.

9.2.5.3 The Board shall annually provide the Association with a current list of those who have recall rights.

9.2.5.4 During the period of any layoff the teacher shall have the right to maintain District health insurance at his/her own expense provided the carrier allows.

9.2.5.5 A teacher who has been laid off for three (3) or more years or who declines an equivalent full-time equivalency (FTE) certificated position loses further recall rights.

9.3 Appeals

9.3.1 Alleged violations of the procedures of this Article are subject to the grievance procedure. The final decision of the Board is not grievable.

Article 10 – Non-Retention and Evaluation

10.1 Tenured Rights

A teacher who has acquired tenure rights is subject to non-retention for the following school year only for the following causes pursuant to AS 14.20.175:

10.1.1 The District demonstrates that

10.1.1.1 It has fully complied with the requirements of AS 14.20.149 with respect to the tenured teacher; the plan of improvement must address ways in which the tenured teacher's performance can be improved and shall last for not less than 90 work days and not more than 180 work days unless the minimum time is shortened by agreement between the evaluating administrator and the teacher;

10.1.1.2 The teacher's performance, after completion of the plan of improvement, failed to meet the performance objectives set out in the plan; and

10.1.1.3 The evaluation of the teacher established that the teacher does not meet the District performance standards;

10.1.1.3.1 Immorality which is defined as the commission of an act which, under the laws of the State, constitutes a crime involving moral turpitude; or

10.1.1.3.2 Substantial non-compliance with school laws of the State, the regulations or bylaws of the Department, the regulations or bylaws of the District, or written rules of the Superintendent.

10.2 Need for Improvement

In the event it is determined through the District evaluation procedure that a teacher's work performance or teaching skills require improvement, such teacher will be informed in writing through the evaluation procedure. Should the evaluation identify deficiencies so serious as to affect continued employment, the teacher will be so informed and a specified time will be established between the teacher and the evaluator to affect remedial action. Failure on the part of the teacher to correct such deficiencies may result in termination as determined by the Board.

Article 11 – Grievance Procedure

11.1 General

11.1.1 A grievance shall be defined as a claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

11.1.2 A grievant is a teacher, teachers or the Association making the complaint.

11.1.3 Prior to the filing of a formal grievance, it is expected that all parties to a disagreement will attempt to resolve such problems at the lowest possible level through free and informal confidential communication.

- 11.1.4 A grievance must be initiated within twenty (20) days of the act or condition upon which the grievance is based or twenty (20) days from the date and time the grievant is aware of such event. Failure of the grievant to comply with this or any other time limit specified herein shall operate as a waiver of the grievance. At any time during the grievance process, the grievant may choose to withdraw the grievance, which, likewise, constitutes a waiver of the grievance. The term "days" as used in this Article means teacher work days. Failure of the Board to comply with any time limit specified herein shall permit the grievant to advance the grievance to the next level. However, the time limits specified in this Article may be changed by written mutual agreement.
- 11.1.5 All grievances shall be presented on the District grievance form and shall include: 1) a citation of the alleged violation, 2) a statement of facts, 3) the date of the occurrence, and 4) the specific relief sought.
- 11.1.6 No reprisal will be taken by either party as a result of any testimony or participation in a grievance.
- 11.1.7 No documents, communications, or records pertaining to the processing of a grievance hereunder shall be filed in the personnel file of any of the participants.
- 11.1.8 Once the formal grievance has been filed, the grievant shall have the right to be represented at all stages of the grievance procedure by representative(s) of his/her choice and in the event that a grievance meeting or hearing is scheduled during the school day, the grievant and his/her representative(s) shall be released without loss of pay for the duration of the hearing.
- 11.1.9 The grievant should begin the grievance procedure at the level that has the authority to resolve the issue.
- 11.1.10 Either party may call and present witnesses, documents and arguments at any formal level of the proceeding. However, any new evidence or material introduced after Level 3 must be presented to the other party at least five (5) days in advance.
- 11.1.11 The Association shall be informed of all grievances, attendant hearings, and decisions beyond the informal level, and have the right to have a representative present at all such hearings.
- 11.1.12 Level 1, 2 and 4 grievance hearings will be closed unless the grievant desires the hearing to be open. Level 3 grievance hearings will be closed unless the Board and the grievant mutually agree to open the hearing.

11.2 Procedure

11.2.1 Level 1

A grievance shall be formally initiated by the grievant or his/her representative(s) submitting a statement of grievance to his/her principal within the timelines in 11.1.4 above. The principal shall discuss the grievance with the grievant at a mutually agreed upon time, but within five (5) days of receipt of the grievance and within five (5) days of such discussion provide the grievant with a written disposition of the grievance.

11.2.2 Level 2

If the disposition at Level 1 is not acceptable to the grievant, the grievance may be submitted to the Superintendent or designee within ten (10) days of the grievant's receipt of the disposition at Level 1. Within five (5) days of receipt of the grievance, the Superintendent or designee shall meet with the grievant to discuss the grievance and, within five (5) days thereafter, shall provide the grievant with a written disposition.

11.2.3 Level 3

If the grievance is not settled on the basis of the foregoing procedures, and if it shall involve claims of violation, misinterpretation, or misapplication of the Agreement, the Association or Board may, within ten (10) days of receipt of the decision in Level 2, submit the issue in writing to arbitration in the following manner:

11.2.3.1 Within seven (7) days of the submission of the grievance to arbitration, the Superintendent will meet with the grievant or the grievant's representative in an effort to select an arbitrator. If an arbitrator has not been selected within five (5) days thereafter, the demand for arbitration will be forwarded to the American Arbitration Association for processing under their rules and jurisdiction with the first step in the process being the selection of an arbitrator from a list of at least seven (7) qualified arbitrators. Upon receipt of the list of arbitrators, the parties shall proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator. The toss of a coin shall determine who shall strike the first name. Each party will submit to the arbitrator what it feels is the issue to be arbitrated.

11.2.3.2 The arbitrator shall schedule and conduct an arbitration hearing at the earliest possible date and render a decision no later than thirty (30) days after the case presentation.

11.2.3.3 The arbitrator shall confine himself/herself to the issue submitted for arbitration and shall have no authority to determine any other issue not submitted to him/her. The arbitrator shall be without power to make any decision, which requires the commission of an act, prohibited by law and shall have no authority to add to or subtract or modify any terms of the Agreement.

11.2.3.4 The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions of the issue submitted. The decision of the arbitrator shall be final and binding on the teacher, the Association and the Board.

11.2.3.5 Fees and expenses of the arbitrator shall be borne equally by the Board and Association.

Article 12 – Teacher Rights

A tenured teacher will be notified before March 15 if he/she is to be non-retained for the following school year.

A non-tenured teacher will be notified on or before May 1 if he/she is to be non-retained for the following year.

No teacher will be disciplined without just cause. Evaluations, assignments and transfers, leave and travel authorizations, and other ordinary personnel matters are not defined as discipline; in making such a claim the teacher bears the burden of proof.

Article 13 – No Strike, No Lockout

The Association agrees not to cause any strike, sympathy strikes, slowdowns, or participate in any work stoppage, and the Board agrees not to lock out during the term of this Agreement.

Article 14 – Leaves of Absence

14.1 Sick Leave

Full-time and part-time teachers shall be entitled to sick leave with pay during the school year. Full-time teachers shall accrue sick leave at the rate of one and one-third days per school month with the last day of each month, the major portion of which the teacher has served, considered the sick leave accumulated date. Part-time teachers shall earn sick leave based on a prorated portion of one and one-third days per month in accordance with hours worked. Sick leave may be cumulative without limit. If a teacher is required to be off for illness or injury and has no accrued unused sick leave accumulated, he/she will be permitted to utilize sick leave to the extent of the accumulation for the current contract. In the event the teacher fails to complete the year's current contractual obligations, sick leave taken in excess of entitlement will be deducted from the final check. A teacher on an approved leave of absence shall retain accrued unused sick leave to date of commencement of such leave.

14.2 Use of Sick Leave

A teacher may use all or any portion of his/her accrued sick leave for personal illness or disability.

A teacher may use up to eight (8) days of accrued sick leave per school year for purposes related to illness or injury of the employee's spouse, parent, child, grandparent, grandchild, step-child, step-parent, brother or sister.

If more than five (5) consecutive days must be utilized for covered individuals above, a doctor's verification is required stating the need for the teacher's presence.

Up to seven (7) days of accrued sick leave per school year, in addition to the eight (8) days specified above, less any days already used by the employee, may be used upon application and approval of the Superintendent, specifically for paternity leave related to the birth of a child. Sick leave days for illness or injury of a teacher or family member (as defined above) beyond those provided above may be granted at the discretion of the Superintendent.

14.3 Sick Leave Bank

In the event a tenured certificated staff member becomes seriously ill during the course of the school year and the said employee depletes all of their personal sick leave, a sick leave bank may be set up. A committee, including representatives of Associated Teachers of Petersburg (ATP) and district administrators, will be set up to review the merits of the situation based upon:

14.3.1 All of the teacher's personal sick leave has been exhausted.

14.3.2 A doctor's certificate/fitness for duty form is presented verifying the teacher's continued need for leave and this need is of a serious (potentially life threatening) nature.

14.3.3 If these criteria are met the committee may invoke a "sick leave bank" to which other certificated employees may contribute up to three (3) days of their personal accumulated sick leave benefits. The teacher in need of additional days may then have access to the "bank" of days. The days may not exceed the school year in which the illness becomes acute, and the teacher may not access more than 50 days during the school year. Any days not utilized will be returned to the accounts of the donating employees. The Association President and Superintendent shall meet to determine how to return the remaining unused sick days, if any, at the conclusion of the school year. A teacher must have a minimum of 20 days accrued in order to donate days to the sick leave bank.

14.4 FMLA and AFLA Leave of Absence

Employees of the Petersburg School District will be entitled to specific leaves as outlined by the federal Family and Medical Leave Act of 1993 and the Alaska Family Leave Act (Public Law 103-3).

14.4.1 Forms for FMLA and AFLA can be found with the Employee Resource link on Petersburg School District website at <http://pcsd.us>.

14.5 False Statement

A false statement by a teacher regarding sick leave shall be sufficient grounds for cancellation of the contract.

14.6 Use of Leave for Child Bearing

Use of accrued sick leave for the purpose of child bearing is restricted to thirty contracted days. Leave necessitated for medical reasons before birth, but associated with the pregnancy, will not be counted as part of these thirty days. A doctor's certificate will be required. At the request of the teacher additional leave without pay may be granted as per Section 14.13 of this agreement.

14.7 Bereavement Leave

In the event of a death in the teacher's immediate family, the teacher may apply for up to five (5) days bereavement leave with pay to attend the funeral or to complete funeral arrangements.

If circumstances of death require travel outside the state, an additional two (2) days bereavement leave may be applied. The cost of a substitute teacher will be paid by the District. Immediate family is defined as: the employee's spouse/co-habiting partner; the employee's or spouse/co-habiting partner's blood relation, step, or foster child, parent, sibling, grandparent, great-grandparent, grandchild, great-grandchild, aunt/uncle, or niece/nephew.

The Superintendent has the discretion to allow the use of sick leave to extend the days beyond the maximum listed above.

14.8 Professional Leave

The Board shall provide for professional leave for certificated teachers with pay for purposes, which will benefit and improve the educational programs of the District as determined by the Superintendent and the Board.

Teachers will advise the principal at least fourteen (14) days in advance of date and program they wish to attend. Consideration will be given to such requests. The Superintendent and the Board will keep teachers advised as to programs as they are received in the District.

14.9 Personal Leave

Personal leave shall be limited to three (3) days per school year cumulative to five (5) days. Employees shall notify their principal as far in advance as possible of intended use. Personal leave use must be approved by both the Principal and Superintendent. Personal leave shall be restricted during a) in-service and/or parent/teacher conference days; b) the first or last week of the school year; or c) days immediately before or after holidays or vacations.

Multiple personal leave requests for the same day may be granted at the discretion of the administration. Substitute shall be paid by the District.

In special circumstances approved by the Principal and Superintendent, employees may request the use of personal leave for the above-referenced restricted periods.

14.9.1 Unused Personal Leave.

Unused personal leave days in excess of two will be cashed out at the end of the school year at the rate of pay of certified substitutes in the District.

14.10 Legal Leave

If a suit is brought against a teacher for actions taken in compliance with Board policy and/or administrative direction within the scope of his/her teaching position, or if the teacher is required to attend a legal proceeding as a direct consequence of the teacher's related functions, the teacher shall be entitled to leave with pay for periods of work which are missed due to actual participation in such proceedings. Teachers will receive full pay during periods when actually participating in jury selection, trial or jury deliberations. Pay received for above-described legal proceeding or jury duty shall be turned over to the District. Substitute shall be paid by the District.

14.11 Association Leave

The following provisions shall govern the granting of Association leave:

14.11.1 No one teacher may use more than fifty percent (50%) of total leave.

14.11.2 Association leave will be limited to sixteen (16) days per school year.

14.11.3 The Association shall designate a person to receive leave when leave is requested.

14.11.4 The District and the Association will share the cost for substitutes up to nine (9) days of Association leave. The Association will pay every third day (i.e. day 3, 6 and 9), up to nine days. The Association will pay the remaining seven (7) days of leave.

14.12 Board Approved Leave of Absence

14.12.1 A teacher may request a leave of absence without pay for the purpose of child rearing.

14.12.2 A teacher may request a leave of absence without pay for a serious health condition of the employee, spouse, son, daughter or parent. Requests for such leave must be submitted in writing to the Superintendent within thirty (30) days of the commencement of such leave when foreseeable.

14.12.3 A teacher who has completed five (5) years of continuous service may be allowed up to one (1) year leave of absence without pay. Requests for such leave must be submitted in writing to the Superintendent for approval by January 1. Approval of such leaves shall be at the discretion of the Superintendent and Board. At the completion of the approved period of leave, the teacher will be rehired.

The tenured teacher on active leave will have the option to continue on medical insurance at the teacher's expense, to the extent of the current insurance contract, pursuant to federal statute (COBRA).

14.13 Emergency Leave

Emergency leave may be granted by the Superintendent or designee after all personal leave has been used. The teacher may apply for up to five (5) days emergency leave with pay, not to exceed seven (7) days if out of state travel is required. The teacher will pay the cost of the substitute.

Article 15 – Shared Teaching

15.1 Notice

Teachers who are on active status may volunteer for shared time assignments by making application to the Superintendent on or before March 1 for the ensuing year.

15.2 Duration

All shared time assignments shall be for one (1) school year, commencing at the beginning of the school year. All shared time assignments shall be subject to the discretionary approval of the Superintendent. Once approved by the Superintendent, a shared time assignment shall not terminate during the school year without the approval of the Superintendent except in case of resignation, termination, or commencement of an unpaid leave of absence of one (1) or both of the teachers sharing the assignment. In case of such resignation or termination, or unpaid leave of absence, the Superintendent or his/her designee shall have the right, in his/her discretion, to continue the shared time assignment by hiring a replacement or to terminate the shared time arrangement and require the remaining shared time teacher partner to return to full time status.

15.3 Extension

A shared time assignment may be continued for an additional school year with the discretionary approval of the Superintendent.

15.4 Grievances

No grievance or arbitration shall arise from the Superintendent's granting or not granting or refusing to continue any shared time assignments.

15.5 Termination

The termination of shared time assignments by the Superintendent shall not be considered an involuntary transfer.

15.6 Compensation

15.6.1 Shared time teachers shall be compensated at a rate of .4 to .6 of the salary they would be entitled to if they held a full time assignment, based on the number of classes/hours assigned. (Shared time assignments can only be split on the basis of .4 and .6 or .5 and .5, or by semester.)

15.6.2 Shared time teachers shall have the same insurance benefits as part-time teachers. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full time teacher for the same position.

15.7 Preparation and Planning

Shared time teachers will divide preparation/planning time, but their total preparation/planning time will not exceed the preparation/planning time of a full time teacher.

15.8 Duty Time

The duty time for shared time teachers when added to the duty time of their shared time partner, where appropriate, shall equal a full time assignment.

15.9 Meetings

Shared time teachers will be required to attend staff meetings, all parent conferences, open houses, and in-service days. No extra compensation shall be paid for the fulfillment of these duties.

15.10 Teaching Time

Shared time teachers will be allowed to share teaching time. One teacher will teach the 1st semester and the other teacher will teach the 2nd semester. These shared time teachers shall be considered on leave without pay for the semester not worked. It is understood that these teachers are under continuing contract and are not eligible for unemployment compensation. These shared time teachers will receive one (1) year of experience credit for every two (2) semesters actually worked. Teachers who wish to be covered by the District health insurance plan shall pay one half (1/2) the annual premium before the semester of leave without pay begins.

15.11 Completion

When a shared time assignment will not be continued the following year, the teacher who originally held the shared position shall be returned to full time status in that position. The other teacher shall be returned to a position in the District and may apply for a voluntary transfer.

15.12 Voluntary Transfer

When neither teacher previously held the position or the position will not continue, teachers may apply for voluntary transfer. A teacher who occupied a full time position prior to sharing an assignment shall be returned to a full time position. A teacher who occupied a part time position prior to sharing a position shall be returned to a part time position at the option of the District.

15.13 Seniority

Each teacher participating in shared time will receive full seniority credit.

15.14 Sick leave days

15.14.1 Teachers in a shared time position will receive prorated sick leave days.

15.14.2 Absences shall be deducted on a prorated basis.

Article 16 – Part Time Teaching

16.1 Definition

Part-time employees are those certificated employees who are contracted for less than a full day.

16.2 Attendance

Required attendance by part-time employees on workdays shall be proportionate to contracted work hours. However, this does not preclude attendance beyond the proportionate contracted hours.

16.3 In-Service

The required level of attendance by part-time employees at inservice will be determined by the district. Any additional time will be compensated at the teacher's regular pay rate.

16.4 Leave

Part-time teacher leave will be prorated based on the total number of hours worked per day by the part-time teacher divided by the number of hours in a full-time teacher's regular work day.

16.5 Insurance

Part-time teacher health insurance benefits are referenced in Article 17 - Group Insurance of this agreement.

16.6 Preparation Time

Uninterrupted preparation time for part-time teachers shall be a minimum of 15 minutes; additional time will be prorated according to the full-time teacher preparation period.

16.7 Salary Scale

Placement on the salary scale for part-time teachers accrues at a prorated rate based on the full-time contract terms. For example, an employee must work two years on a .5 FTE contract to qualify for one step increase. A teacher working a .7, .8, or .9 FTE contract would be eligible for a one-year step increase.

16.8 Tenure Accrual

Part-time teachers accrue tenure as determined by AS 14.20.155. (Note: part-time teaching contract count toward tenure as long as contract is for a full year.)

Article 17 – Salary Schedule

17.1 Appendix A

FY 19 School Year 2018-2019 Base Salary \$45,241 (0.5% over previous year)

17.2 Appendix B

FY 20 School Year 2019-2020 Base Salary \$45,693 (1% over previous year)

17.3 Appendix C

FY 21 School Year 2020-2021 Base Salary \$45,922 (0.5% over previous year)

17.4 Column placement

For the purpose of initial placement, credits required for teacher certification shall not be used for determining the level of entry on the salary schedule.

17.5 Advancement on the salary schedule

17.5.1 Certificated full time employees may advance no more than one horizontal column and one vertical step per year. (Example: Teacher A is in the BA + 48/MA column at step 10.)

17.5.2 Teaching Experience Credited to Initial Placement on the Salary Schedule:

17.5.2.1 For teachers holding bachelors' degrees, the District may recognize up to 6 (six) years of fulltime out of state or state of Alaska teaching experience for initial placement on the salary schedule.

17.5.2.2 For teachers holding masters' degrees, the District may recognize up to 8 (eight) years of fulltime out of state or state of Alaska teaching experience for initial placement on the salary schedule.

17.5.2.3 Experience outside of the United States or its territories does not qualify for salary placement and advancement consideration.

17.5.3 Hours or credits previously accepted for salary advancement will not be altered.

17.5.4 Official transcripts are required for district acceptance of approved courses. Transcripts of completed, approved courses must be submitted on or before September 15 of the school year in which salary advancement is requested.

17.5.5 A previously submitted and approved Career Advancement Plan may be revised and re-submitted for approval upon request of the certificated employee.

17.5.6 The District reserves the right to approve, for salary advancement / Career Advancement credit, only those courses that are related to the field of education, or which enhance advancement of subject matter knowledge or teaching strategies and/or District program priorities.

17.5.7 Courses taken for Career Advancement must meet the following criteria:

17.5.7.1 Accredited College or University Courses (on campus) or Online and Correspondence Courses:

17.5.7.1.1 Courses must be offered for upper division credit (500 level or above).

17.5.7.1.2 Courses must clearly relate to the field of education in the Petersburg City Schools.

17.5.7.1.3 Courses must be granted by an accredited college or university listed on the Accredited Institutions of Postsecondary Education deemed acceptable by the American Council on Education.

17.5.7.1.4 The grade recorded on the transcript must indicate "P" (Pass) or its equivalent or the grade must be "C", "B", or "A" or an equivalent passing mark on a traditional grading scale.

17.5.7.1.5 The same course cannot be taken more than once for career advancement credit.

17.5.7.1.6 Only courses pre-approved on a licensed employee's Career Advancement Plan or courses taken as part of a defined program leading to a Master's or Doctorate degree from an accredited college or university will be awarded credit for salary advancement purposes.

17.5.7.2 In-Service Courses for College/University Credit:

17.5.7.2.1 Courses must be offered for upper division credit (500 level or above).

17.5.7.2.2 Courses must clearly relate to the field of education in the District.

17.5.7.2.3 Courses must be granted by an accredited college or university listed on the Accredited Institutions of Postsecondary Education deemed acceptable by the American Council on Education.

17.5.7.2.4 The grade recorded on the transcript must indicate "P" (Pass) or its equivalent or the grade must be "C", "B", or "A" or an equivalent passing mark on a traditional grading scale.

17.5.7.2.5 The same course cannot be taken more than once for career advancement credit.

17.5.7.2.6 Only credit from locally provided in-service courses pre-approved by the District will be awarded credit for salary advancement purposes.

17.5.7.3 Course Approval

Credit approval for advancement consideration will be determined by the Superintendent. Should the employee disagree with the Superintendent's decision, the decision may be appealed to a Course Review Board composed of:

1. School Board Member
2. A Building Principal
3. A Member of the Associated Teachers of Petersburg

17.6 Activities

17.6.1 Extra Duty/Athletic Schedule: The number of weeks of the season are based on the yearly adopted ASAA (Alaska Student Activities Association) calendar for a sport or activities participation through the state regional tournament.

17.6.2 Activity stipends will be paid as set forth in Appendix D.

17.6.3 Coach hiring process and coach evaluation can be found in the Coaches' handbook.

Article 18 – Group Insurance

The District will make available through the Public Education Health Trust (PEHT) Health Plan E for medical, surgical, dental, audio and vision insurance for employees who work a minimum of fifteen (15) hours per week and their eligible dependents. Enrollment in the Public Education Health Trust (PEHT) Plan E is optional and voluntary for full time and part time members. (See “Opt Out” below).

18.1 Out of Pocket Expenses

The District will pay eighty (80%) of Public Education Health Trust (PEHT) tiered premium rates for employees working thirty (30) hours or more per week (full time employees) and their eligible dependents.

Eligible members will pay twenty (20%) of the Public Health Trust (PEHT) tiered premium rates. The District will pay eighty (80%) of the monthly premium for employees and dependents, working less than 30 hours per week, prorated as follows:

Under 30/ at least 25	hrs per week	80%
Under 25/ at least 20	hrs per week	70%
Under 20/ at least 15	hrs per week	60%

The eligible part-time employee will pay tiered premium rate as determined annually by Public Education Health Trust (PEHT).

There will be an annual District insurance committee meeting to review insurance renewal premiums and discuss plan options. This committee will consist of ATP, PDSP, and district administration members, and will be scheduled when the district receives the renewal document.

Eligibility and Enrollment criteria and conditions shall be those listed in the Public Education Health Trust (PEHT) Health Plan Benefit Booklet for Petersburg School District. Changes in the “tier” status of a covered employee may take place at any time based on qualifying life events (marriage, divorce, death, birth, removal of covered dependent due to age or employment).

18.2 Opt Out Stipend

Eligible full time employees (working thirty hours or more per week) may waive individual coverage and thereby also waive their dependent coverage because of other health insurance or group health plan coverage that may be available. In the event the full time employee waives enrollment in the Public Education Health Trust (PEHT) Health Plan E, the District will pay the employee a \$250 per month stipend.

Employees who elect to voluntarily waive participation in the Public Education Health Trust (PEHT) Health Plan E must notify the District during the “open enrollment period” and the employee must provide proof of alternative insurance. Re-enrollment “in” or opting “out” of the Public Education Health Trust (PEHT) Health Plan E may take place once per year, during the open enrollment period (June 1st-June 30th). Part time employees (employed less than 30 hours per week) are not eligible for the Opt Out Stipend. The full time employee spouse of a full time covered employee is not eligible for the Opt Out Stipend.

18.3 Term Life Insurance and Accidental Death Insurance

The District will provide, through Unum Term Life insurance and Accidental Death Insurance, at no cost to full time and part time (working more than 15 hours per week) employees. Policy limits will be \$5,000 for the term life insurance and \$5,000 for the accidental death insurance.

Article 19 – Wellness Incentives

19.1 Institutional Enrollment

The District will enroll as an Institutional Member with the Petersburg Parks and Recreation Department. \$6,000 (2012 institutional enrollment) will be allocated for institutional membership. Institutional Membership provides benefit to *all* employees, (part time or full time) and their eligible family dependents (up to 6 members in the household per the Petersburg Parks and Recreation Department contract).

Institutional Membership provides District employees and eligible dependents with access to *all* standard Petersburg Parks and Recreation Department facilities (pool facilities, weight room, cardio, racquet courts, etc.) at a rate equal to 25% of the full non Institutional Membership rate (including purchase of a family pass at 25% of full cost).

A maximum of \$100 will be reimbursed to any individual full time or part time employee. The District will provide \$1,000 each year (July 1 to June 30) to reimburse fees to certified employees for dance classes, organized exercise classes, and use of approved private workout facilities *not* associated with the Petersburg Parks and Recreation Department. (Example:

\$1,000 if used to the \$100 maximum by eligible employees, would provide private facility reimbursement to 10 employees).

Additional fees and costs for supplemental classes offered by Petersburg Parks and Recreation Department are *not* eligible for reimbursement.

19.2 Health Examination

All regularly employed personnel will undergo a health examination upon initial employment. There will no longer be a requirement to undergo a health examination every three years thereafter. Teachers are eligible for a \$25 reimbursement/gift card each year for submitting proof of a Wellness Visit (currently covered by PEHT, Plan E) or proof of a physical (for employees utilizing alternate health insurance).

Article 20 – Conformity to Law

If an article, section or subsection of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law by a tribunal or competent jurisdiction, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions in the Agreement or applications shall continue in full force and effect. Furthermore, the Board and Association shall within thirty (30) calendar days enter into negotiation to replace any provision found to be contrary to law.

Article 21 – Limits of Agreement

This Agreement is the entire agreement between the Board and the Association. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement.

Duration of Agreement

This Agreement shall be in effect July 1, 2018, and shall continue in full force and effect through June 30, 2021. Should either party desire to modify or terminate this Agreement on July 1, 2021, they shall serve written notice between January 1 and January 31, 2021. Upon such written notice the parties shall meet within twenty (20) days of the date of the notice at a time and place to be mutually agreed upon to establish negotiating procedures.

Duration of Agreement

This Agreement shall be in effect July 1, 2018 and shall continue in full force and effect through June 30, 2021. Should either party desire to modify or terminate this Agreement on July 1, 2021, they shall serve written notice between January 1 and January 31, 2021. Upon such

written notice the parties shall meet within twenty (20) days of the date of the notice at a time and place to be mutually agreed upon to establish negotiating procedures.

Execution

This Agreement is executed this 20th day of March, 2018 by the duly authorized agent and representatives of the parties hereto at Petersburg, Alaska.

ASSOCIATED TEACHERS OF PETERSBURG

President

Vice-President

PETERSBURG SCHOOL BOARD

Board President

Board Vice President

Appendix A - Salary Schedule FY 19

PETERSBURG SCHOOL DISTRICT
 BASIC SALARY SCHEDULE
 2018-2019

Step	BA	BA + 32	BA + 48 MA	BA + 64 MA+ 16	BA+ 80 MA +32
0	45241	47422	49602	51783	53962
1	47422	49602	51783	53962	56143
2	49602	51783	53962	56143	58325
3	51783	53962	56143	58325	60505
4	53962	56143	58325	60505	62686
5	56143	58325	60505	62686	64866
6	58325	60505	62686	64866	67047
7	60505	62686	64866	67047	69226
8	62686	64866	67047	69226	71408
9		67047	69226	71408	73589
10			71408	73589	75769
11			73589	75769	77950
12				77950	80130
13					82311
14					84491

Appendix B - Salary Schedule FY 20

PETERSBURG SCHOOL DISTRICT
BASIC SALARY SCHEDULE
2019-2020

Step	BA	BA + 32	BA + 48 MA	BA + 64 MA+ 16	BA+ 80 MA +32
0	45693	47896	50098	52300	54502
1	47896	50098	52300	54502	56705
2	50098	52300	54502	56705	58908
3	52300	54502	56705	58908	61110
4	54502	56705	58908	61110	63313
5	56705	58908	61110	63313	65514
6	58908	61110	63313	65514	67717
7	61110	63313	65514	67717	69919
8	63313	65514	67717	69919	72122
9		67717	69919	72122	74325
10			72122	74325	76527
11			74325	76527	78729
12				78729	80931
13					83134
14					85336

Appendix C - Salary Schedule FY 21

PETERSBURG SCHOOL DISTRICT
BASIC SALARY SCHEDULE
2020-2021

Step	BA	BA + 32	BA + 48 MA	BA + 64 MA+ 16	BA+ 80 MA +32
0	45922	48136	50348	52562	54775
1	48136	50348	52562	54775	56988
2	50348	52562	54775	56988	59203
3	52562	54775	56988	59203	61416
4	54775	56988	59203	61416	63629
5	56988	59203	61416	63629	65842
6	59203	61416	63629	65842	68056
7	61416	63629	65842	68056	70268
8	63629	65842	68056	70268	72483
9		68056	70268	72483	74697
10			72483	74697	76909
11			74697	76909	79123
12				79123	81336
13					83549
14					85763

Appendix D - Activity Stipends

PETERSBURG SCHOOL DISTRICT
EXTRA DUTY CONTRACT
FY 19-21

Sport/Activity	Number	Add	Category	2018-2019	2019-2020	2020-2021
	of Weeks (ASAA)	if State				
Baseball, Varsity	12.5	1		5,090	5,141	5,166
Baseball, Asst.	12.5	1		2,036	2,056	2,066
Basketball, Varsity	14.5	1		5,904	5,963	5,993
Basketball, Asst.	14.5	1		2,362	2,385	2,397
Basketball, Middle School	7.5	n/a		1,188	1,199	1,205
Cheerleading, Varsity	14.5	2		5,904	5,963	5,993
Cheerleading, Asst.	14.5	2		2,362	2,385	2,397
Cheerleading, Middle School	7.5	n/a		1,188	1,199	1,205
Cross Country, Varsity	8.5	1		3,461	3,496	3,513
Cross Country Asst.	8.5	1		1,384	1,398	1,405
Cross Country, Middle School	5.5	n/a		871	880	884
Debate, Drama, Forensics	8.5	n/a		3,461	3,496	3,513

Music (extra-curricular)	9	n/a	II	2,443	2,467	2,480
Prom Advisor	3	n/a	II	814	822	827
School Wide Play Director	5.5	n/a	II	1,493	1,508	1,515
Senior Class Advisor, HS	3	n/a	II	814	822	827
Student Government Advisor, HS	AASG-3	n/a	II	814	822	827
Student Government Advisor, ES	AASG-3	n/a	II	814	822	827
Swim/Dive, Varsity	12.5	1		5,090	5,141	5,166
Swim/Dive, Asst.	12.5	1		2,036	2,056	2,066
Track and Field, Varsity	11.5	1		4,682	4,729	4,753
Track and Field, Asst.	11.5	1		1,873	1,892	1,901
Track and Field, Middle School	4.5	n/a	II	713	720	723
National Ocean Science Bowl	8.5	1*	II	2,307	2,330	2,342
Volleyball, Varsity	11.5	2		4,682	4,729	4,753
Volleyball, Asst.	11.5	2		1,873	1,892	1,901

Volleyball, Middle School	6.5	n/a	II	1,029	1,040	1,045
HS Yearbook* (If not a class)	School year-4	n/a	II	1,086	1,097	1,102
MS Yearbook* (If not a class)	School year-3	n/a	II	814	822	827
ES Yearbook* (If not a class)	School year-3	n/a	II	814	822	827
Wrestling, Varsity	10.5	1		4,275	4,318	4,340
Wrestling, Asst.	10.5	1		1,710	1,727	1,736
Wrestling, Middle School	5.5	n/a	II	871	880	884

Category I - ASAA Membership Activities

Category II - Non-ASSA Required Activities

HS ass. Based on 40% of head coach

MS based on $0.0035 \times \text{lowest base} \times \text{weeks of season}$

The number of weeks of the season are based on the yearly adopted ASAA (Alaska Student Activities Association) calendar for a sport or activities participation through the state regional tournament. Note:

1*=National Competition (Tsunami Bowl)

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