

AGENDA ITEM New Business 2.3

  √   ACTION

     DISCUSSION

TOPIC: Memorandum of Agreement for the 2020/2021 School Year

Background

The Hoonah School District contracts out services to access expertise in specialty areas, and provide contracts on a project basis.

Status

Administration has identified the additional following consultant is needed to address student needs for the 2020/2021 school year:

Recommendation

I move that we approve the Memorandum of Agreement for:

- Kaye Lawson, OTR, M Ed

for the 2020/2021 school year.

Hoonah City School District  
PO Box 157  
Hoonah, Alaska 99829  
Phone (907) 945-3611

PROPOSED MEMORANDUM OF AGREEMENT

CONTRACTOR: Kaye M Lawson OTR/L, M Ed

BUSINESS LICENSE: 313166  
SOC SEC NUMBER: 531 52 5248

ADDRESS: PO Box 1461  
Sterling, Alaska 99672  
PHONE: (907) 252-7246  
Email: [kbwl@alaska.net](mailto:kbwl@alaska.net)

PERIOD COVERED BY THE AGREEMENT: August 2020 through May 2021

PURPOSE: To provide Occupational Therapy and/or OT evaluations to students who require it per their IEP's, and informal assessments for screening purposes for the Hoonah School District. Services to include diagnostic assessments, comprehensive assessment reports, recommendations, potential treatment goals, consultation with and training to teachers and paraprofessional staff, monitoring of student progress, and participation in team meetings as necessary.

TERMS: To provide up to 16 days of on-site school occupational therapy services to eligible students. Four trips of 3-4 days each will be scheduled. For each quarterly visit, 1 day of office time and 1 day of travel time is allotted. If the need arises, additional days will be scheduled at a time mutually agreeable with the district and the contractor.

REPORT PREPARATION: Reports to comply with HSD and State of Alaska guidelines.

MONETARY CONSIDERATION: 16 on-site days, 4 office days, 4 travel days at \$800.00 per day

Weather Days: In the event that the Contractor is in the district and becomes weathered-in and cannot work or leave as scheduled, a fee of one half of the daily rate will be charged for that day unless the contractor can be utilized within the SpEd department. If weathered-in out of the community (Juneau or Anchorage), a fee of one half the daily rate will be charged and the district billed for expenses.

BILLING: The contractor will bill the district at the completion of each trip by invoice. Documentation of all expenses incurred will be provided. The invoice is separated into two sections: daily rate (taxable income) and expenses incurred (non-taxed reimbursements).

TRAVEL:

Out of District: Lodging, mileage at the IRS rate for use of a personal vehicle, airport parking, and air transportation will be reimbursed by the district. Applicable expenses should be included on the invoice with receipts for payment. The district may choose to arrange for travel and lodging if it is cost effective to do so.

In District: Lodging and travel will be arranged and/or provided by the district.

Transportation: While in the HSD to include pick up and drop off at the airport

PAYMENT: Payment to the contractor will be made within 30 days of receipt of invoice. The invoice is separated into two sections: daily rate (taxable income) and expenses incurred (non-taxed reimbursements).

PAYMENT OF TAXES: As a condition of this contract, the Contractor shall pay all Federal, State and Local taxes incurred by the contractor in the performance of this contract.

TERMINATION: This agreement may be terminated by the district with or without cause upon 10 days written notice. In case of termination without cause, the Contractor will receive the fair value of the services performed to the date of termination.

ASSIGNMENT: The Contractor shall not assign the services to be performed under this Agreement to any other party without written permission of the district.

MODIFICATIONS: Any contract modifications will be made in writing only by mutual agreement and will be signed by both parties.

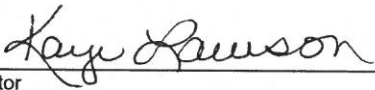
LICENSE, INSURANCE & LIABILITY:

1. The Contractor must maintain an Alaska Business License and State of Alaska OT license.
2. The Contractor agrees to maintain insurance as required by law, in accordance with the State of Alaska minimum required limits, including but not limited to professional liability, general liability, Workers Compensation coverage and automobile coverage; and agrees to provide proof of such insurance to the District. Workers compensation requirement is waived for this contract provided the Contractor is the owner and does not hire employees.

3. Each party shall be responsible for the acts, omissions, or negligence of its own officers, employees or agents. Contractor shall indemnify, defend, and save harmless District, its officers, employees and agents from and against any and all claims, damages and costs resulting from the acts or omissions of the Contractor in connection with the performance of the Contractor's responsibilities under this agreement, provided the Contractor shall be liable only to the extent that its acts or omissions contribute to any injury or damage. In like manner, District shall indemnify, defend, and save harmless the Contractor, its officers, employees and agents from and against any and all claims, damages, and costs resulting from the acts or omissions of the District in connection with the performance of District responsibilities under this agreement, provided the District shall be liable only to the extent that its acts and omissions contribute to any injury or damage.

AUDIT REQUIREMENTS:

The Contractor agrees to abide by all applicable state and federal laws as they pertain to maintaining records for audit and will maintain all records for a period of time not less than three years after final payment of the contract. The Contractor agrees to provide the District with proof of current professional certification/licensure as appropriate (all are available on-line through the State of Alaska).

  
\_\_\_\_\_  
Contractor

4-14-2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Special Education Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

AGENDA ITEM New Business 2.4

  √   ACTION

     DISCUSSION

TOPIC: Negotiated Agreement with HCEA

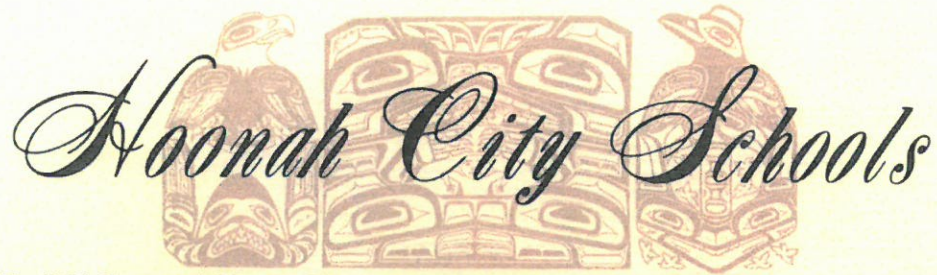
Background

In January 2020, Ralph Watkins received a request to from the Hoonah Education Association to open negotiations in the spring.

Recommendation

I move that we ratify the negotiated agreement between the Hoonah City School District and the Hoonah Education Association for fiscal years 2020 through 2021.





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**Hoonah City School District  
&  
Hoonah Education  
Association**

**Negotiated Agreement**

**FY '20 thru FY '21**

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**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

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## **ARTICLE I: THE AGREEMENT**

### ***Section I: DURATION OF AGREEMENT***

This agreement shall become effective July 1, 2020 and shall continue in full force through June 30, 2021 or until a successor contract is negotiated. Negotiations can be reopened by mutual consent at any time during the contract period to address specific issues that will be agreed to prior to reopening negotiations.

### ***Section II: RECOGNITION***

The Board recognizes the Association as the exclusive negotiating agent for all certified teachers.

### ***Section III: FAIR SHARE***

It is recognized that the responsibility of the exclusive representation of certified employees under this agreement entails expenses. Whenever a new teacher is hired, the District shall notify the association of hire.

It is agreed by and between the District and the Association that upon receipt of a membership form from the Association, the District will deduct the determined amount of dues from each paycheck, starting with the second regular paycheck and continuing through the remainder of the fiscal year. The District agrees to consider the membership form an affirmation consent to the dedication of membership dues for his/her paycheck, commencing with the second of the school year and continuing through the school year. Such deductions will be equal amounts and immediately transmitted to the Association or designee. The transmittal will include a list showing the names of all employees for whose salary membership dues have been deducted and the amount deducted from each employees' paycheck.

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders or judgment brought or issued against the District as a result of any actions taken by the District under the provisions of this section. The District agrees to promptly notify the Association in writing of any claim, demand, suit or other form of liability regarding implementation of the provision of this section and, if the Association so requests in writing, to surrender to the Association full responsibility for the defense of such claim, demand, suit or other form of liability.

### ***Section IV: NON-DISCRIMINATION***

The Association and the district agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, national origin, marital status, physical disability or by reason of an individual's membership or non-membership status in the Association. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

## **ARTICLE II: NEGOTIATIONS**

### ***Section I: SCOPE OF BARGAINING***

The scope of bargaining shall be limited to items determined negotiable by the Alaska Supreme Court or as established by law, or mutually agreed upon during the first two negotiation sessions.

### ***Section II: OPENING NEGOTIATIONS***

If negotiations are to take place, a request shall be made between November 15 and January 31 by either party. There shall be no new proposals after the second joint meeting for negotiations purposes. All meetings shall be held at times and in places acceptable to both parties. Unless mutually agreed to, all meetings shall be held outside the workday and shall not exceed three hours.

**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

**Section III: EXCHANGE OF INFORMATION**

Upon reasonable request, the parties shall provide each other with available information regarding negotiations.

**Section IV: THE AGREEMENT**

Upon ratification of the contract by the two parties, the Board will provide the Association with a signed copy.

**Section V: DEFINITION OF "DAY"**

Unless otherwise specified in this agreement, the term "day" shall mean calendar day.

**ARTICLE III: CONDITIONS OF EMPLOYMENT**

**Section I: SICK LEAVE ACCRUAL**

Sick leave shall accrue at the rate of one and one-third days per school month. Sick leave for all half-time employees shall accrue at two-thirds day per month. Sick leave may be used for the death, illness or welfare of a person in the teacher's family.

Sick leave may be granted for other than illness or death in the teacher's family at the discretion of the Superintendent. Each teacher shall be given a written accounting of his/her accumulated sick leave days at the end of each school month.

**Section II: REDUCTION IN FORCE/REHIRE**

The District shall adhere to applicable state law (currently AS 14.20.177) regarding Reductions in Force and Rehire.

**Section III: VACANCY**

Vacancies occur when a new teaching position is created or a current teaching position is vacated.

Teachers currently employed by the District will be notified via District email of all vacancies no less than five (5) business days prior to filling the vacancy. For any vacancies occurring during breaks from the academic year, the District will contact an Association officer by phone or text. The Association will provide the District with a current list of personal contact numbers for the Association officers. It is the Association's responsibility to maintain a phone tree and contact the membership.

In filling any vacancy, the District will give first consideration to those current teachers who have requested that assignment and who meet the qualifications. If two or more teachers apply for a vacancy and they are similarly qualified for such assignment, full-time equivalent service within the District will determine the order of consideration. In such circumstances, the teacher with the greatest amount of full-time service will be considered first. A tenured teacher whose request to a vacancy has been denied shall be advised in writing of the reasons for such denial upon written request.

**Section IV: TERMINATION**

The District shall follow the termination procedures set by applicable state law (currently AS 14.20.170; 14.20.180).

**Section V: FAMILY LEAVE**

The District shall provide family leave in accordance with federal and state law (currently set forth in the Family Medical Leave Act and the Alaska Family Leave Act).



**FY 2020-21 NEGOTIATED AGREEMENT between the  
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**Section VI: PERSONAL LEAVE**

Teachers with 0-3 years in the district are allotted 4 personal leave. Teachers with 4 or more years are allotted 5 personal leave days. Teachers with 0-3 years with the district may carry over 4 days to the following school. Teachers with 4 or more years with the district may carry over 3 days to the following school. No teacher may bank more than 8 personal leave days. Teachers will be paid for any unused days not carried over to the following year at the teacher's per diem rate. Teachers are responsible for notifying the district if they will be carrying over personal days.

The superintendent must approve requests for personal leave in advance. Requests must be submitted to the superintendent at least seventy-two (72) hours in advance of the requested leave dates. The superintendent may waive advance notice for delays and emergency situations beyond the control of the teacher. It is the responsibility of the teacher to notify the superintendent (or designee) in a timely manner, should such an emergency occur. When a teacher is absent on a day immediately after a school break because of delayed or cancelled transportation over which he/she has no control, the District shall grant a Weather Related Travel Day. For days in excess of the two allowable Weather Related Travel Days, the teacher shall use available personal leave. No more than two teachers may take personal leave at any one time, with exceptions for delays and emergencies as detailed above.

The Association will determine which teachers plan to take personal leave in conjunction with vacation days or holiday periods and will provide a finalized list to the superintendent by September 30. Personal days cannot be used during scheduled parent/teacher conferences.

Personal leave is intended for matters of business and other personal affairs that, due to their scheduling, cannot be conducted during school vacations or on weekends. Commercial fishing and supplemental incomes are examples of such activities that are not allowed.

**Section VII: SICK LEAVE BANK**

A sick leave bank shall be maintained according to written Board policy. This policy shall not be changed without the Board having solicited input from the Association at a regular meeting of the Board.

**Bereavement Leave**

Seven (7) days per fiscal year of paid leave days may be allowed for an absence occasioned by death or impending death in an employee's or spouse's immediate family. Immediate family is defined as spouse or cohabitating domestic partner, parent, child, sibling, grandchild, grandparent, niece, nephew, aunt, uncle, cousin, and legal ward (including foster family) and at the Superintendent's discretion, be able to use sick leave days with death certificate or obituary.

**Section VIII: ASSOCIATION LEAVE**

The District shall provide, in the aggregate, ten (10) days per year of Association leave with pay to teachers representing the Association. The Association will reimburse the District for the substitute salaries for the 9<sup>th</sup> and 10<sup>th</sup> days. This leave shall not be used for work stoppages, walkouts or strikes that would conflict with or infringe upon the normal activity of this District or any other school district. The Association shall provide written notification to the superintendent of Association leave a minimum of ten days prior to the leave. If more than two teachers are to be on Association leave simultaneously, they must have Board approval.

**Section IX: PER DIEM**

The school District shall pay all reasonable travel and lodging expenses and shall provide the employee \$60.00 per day for the purchase of meals. Upon request, an estimated per diem amount may be made available in advance. If the Board raises the District standard per diem rate during the life of this contract it will be standard for all teachers.

**Section X: TEACHER PREPARATION DAYS**

Teachers shall receive no less than five non-student days for the purpose of long-term planning and regular assessment of students. Two of these days shall occur prior to the first student day of the school year, and the remaining three shall occur on the days following each of the first three grading periods.

**FY 2020-21 NEGOTIATED AGREEMENT between the  
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**Section XI: IN-SERVICE**

The administration will request from the Department of Education approval for at least four in-service workdays per year for the purpose of professional staff development. These shall occur between the first and last student days of the school year.

**Section XII: TRAVEL INSURANCE**

Any employee, when traveling on school business by common carrier vehicle under the direction of the Board and/or administration, will be insured for \$100,000 against accidental death or disability with a maximum of \$300,000 per incident. This coverage will be in effect from the time of their departure from home until their return.

**Section XIII: LIFE INSURANCE**

Each teacher will be provided with life insurance in the amount of his/her annual salary upon the signing of the teacher's personal contract. The Board shall make available a group plan by which all employees may purchase additional life insurance if they so desire.

**Section XIV: DENTAL, VISUAL, AUDIO AND MEDICAL INSURANCE**

The Board agrees to pay for family insurance for dental, visual, audio, and medical insurance for all certified employees. Each certified employee shall contribute 4.99% of the health care premium to be deducted from salary/wages.

The current health insurance plan is with the Public Education Health Trust.

During the term of this contract, the parties, by mutual written agreement, may reopen this health insurance provision for the sole purpose of considering and negotiating changes to the type of coverage (including but not limited to premium amount, carrier and plan design) to reduce the overall cost of health insurance.

**Section XV: PROFESSIONAL ENRICHMENT FUND**

The Board shall establish a Professional Enrichment Fund from which certified staff may withdraw funds for professional development. The applicant must submit for approval a written description and cost expectations of the training session to the Professional Enrichment Committee. The Professional Enrichment Committee will be composed of three certified teachers selected by the Association. The applicant will be granted leave for up to three days if the training occurs within the school year when recommended by the committee. Twelve percent (12%) of the base salary will be funded for this purpose at the beginning of each fiscal year. All expenses must be paid out in the fiscal year.

**Section XVI: PERSONNEL FILE**

There shall be only one official personnel file, which shall contain only materials and appropriate records related to the employment history and evaluations material with the District. No anonymous material or confidential pre-hire information shall be placed in a teacher's personnel file. This file shall be maintained under conditions that insure its integrity and safekeeping in the district office.

A teacher shall have the right to examine his/her own official personnel file during normal business hours. A copy of any material placed in a teacher's personnel file shall be forwarded to that teacher at the time it is placed in the file. A teacher will have the right to place a rebuttal to any material placed in the teacher's personnel file.

An Association representative, with the teacher's written permission and with the teacher present, shall have the right to examine the teacher's personnel file upon prior written notification to the superintendent. The superintendent will make available original material, or copies of the original material, for examination by the Association representative in the District office.

Any additional files maintained by the administrator shall be for evaluative purposes only and shall be kept private. The employee may request to see the contents of the file at any reasonable time. Only dated, contemporaneous records may be entered in the file. The District is obligated to notify each teacher in a timely fashion of any entries into his/her file that could adversely affect the teacher's evaluation or employment status. Material in an in-house file may only be used in defense of a personnel evaluation for which that material was collected. There will be no secret files.



**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

Except for required personnel and payroll purposes or other common office procedures, upon termination no access will be allowed to a teacher's personnel file except with the express written permission of that teacher.

**Section XVII: PREPARATION TIME**

Between the hours of 9:00 and 3:30, teachers will get 50 minutes of uninterrupted planning time per day, free of district meetings. That total time can be split up into two increments during the day. If due to scheduling or other unforeseen occurrences a teacher does not receive these minutes they can be compensated time for time, during the school day. Time for time could be banked throughout the grading quarter and must be used before the end of the next grading period. If not used then, or it will be lost. Fourth quarter time must be used before the end of the year.

**PREPARATION TIME DURING BLOCK SCHEDULING**

If the scheduling format remains the same (Block Scheduling) secondary teachers will receive a prep period not equal to less than half of the total block period time. The second half of the period will be scheduled for support or supervision. Elementary teachers will receive a guaranteed prep period between the hours of 9:00 and 3:30, free of district meetings. Prep time will be no less than a total of 50 minutes. If due to scheduling or other unforeseen occurrences a teacher does not receive this additional time they can be compensated time for time, during the school day. Time for time could be banked throughout the grading quarter and must be used before the end of the next grading period. If not used then, or it will be lost. Fourth quarter time must be used before the end of the year.

**Section XVIII: MEETINGS**

District-required school meetings that follow the class period schedule will be limited to five (5) per month, with the exception of Special Education meetings and extra-curricular activities. This limit recognizes the importance of this time for helping students, meeting with parents and for preparation.

**Section XIX: SAFE WORKING CONDITIONS**

The District shall make reasonable efforts to provide and maintain a safe and healthy work environment and will comply with all applicable laws. Teachers will report all hazardous or potentially hazardous conditions to the principal.

**Section XX: ASSIGNMENTS**

If a teacher is to be assigned Activities Director, then that teacher will be given one period in his/her class schedule and an extra duty contract to fulfill that assignment.

**Section XXI: EVALUATIONS**

Teachers will be evaluated annually in accordance with the District's evaluation procedure and the State statutes (currently AS 14.20.14) and regulations. If changes are made to the District's evaluation instrument and evaluation procedure, the Board will collaborate with the Association in formulating and approving the new instrument and procedure.

**Section XXII: PARENT TEACHER CONFERENCES**

Calendared parent-teacher conferences will be compensated time-for-time up to one full school day.

**Section XXIII: WEATHER RELATED TRAVEL DAYS**

Weather Related Travel Days. When weather prevents a teacher from returning to Hoonah as scheduled after a break or vacation, the teacher shall receive up to two days of paid leave each school year for such absences. Those two days do not count against the teacher's personal leave days. If weather causes the teacher to miss more than two days, the teacher will have to use personal days or take leave without pay.

## **ARTICLE IV: GRIEVANCE**

### **PREFACE:**

The purpose of this grievance procedure is to provide a framework within which certified personnel may work toward solving problems as they arise and to guarantee fair treatment to all parties. Although this procedure is written from the standpoint of the two parties involved being the school district and an employee who is an Association member, it is also valid for a non-Association member or a member who does not wish to involve the Association. Above all, the individual's right of privacy will be protected. The Association has the right to refuse to represent the teacher who fails to present to the Association a valid grievance. It is expected that all parties to a disagreement will initially attempt to solve problems at the lowest possible administrative level through free and informal communication. Both parties to this agreement agree that all such grievance proceedings shall be confidential.

### **Section I: GRIEVANCE DEFINED**

A grievance is any claim by the Association or a teacher employed by the District that there has been a violation, misinterpretation, or misapplication of the terms of this agreement and/or the teacher's personal contract. (See Appendix A.)

### **Section II: COMMITMENTS GOVERNING THE BOARD OR ITS DESIGNEES AND THE ASSOCIATION**

#### **A. THE BOARD OR DESIGNEES**

The Board recognizes the right of the Association and its committees to advise, represent, or take action for any aggrieved personnel who so request in writing.

#### **B. THE ASSOCIATION**

The Association and the Board agree to process a grievance with dispatch and when possible without loss of time in school by any person(s) involved.

#### **C. THE GRIEVANT**

Grievant shall mean an employee or group of employees or the Association filing a grievance. Any aggrieved person(s) involved in a grievance proceeding may be represented at any level of the grievance procedure by a person(s) of his/her own choosing. The grievant shall be bound by the procedure hereafter established.

### **Section III: PROCEDURE**

#### **A. TIME LIMIT**

The grievance must be filed within fifteen (15) days of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant shall inform his/her immediate supervisor that a grievance is being initiated. It is important that grievances be processed as rapidly as possible. All participants in a grievance shall follow the procedure specified below within the time limits indicated. The time limits specified, however, may be reduced or extended by mutual agreement.

#### **B. TRANSCRIPTS**

It is understood that no written or printed matter dealing with the processing of a grievance shall be filed in the District's personnel files of any of the participants. A report of the final resolution of a grievance shall be filed in a separate grievance file.

#### **C. FORMS**

Forms and other necessary documents required for filing grievances shall be available to the grievant.

**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

## D. REPORTS

The Association shall receive a statement within thirty (30) days explaining the nature of each grievance and its final resolution.

### **Section IV: GRIEVANCE PROCEDURE LEVELS**

Decisions and justifications at Levels 1 and 2 of the grievance procedure will be written and transmitted promptly to all interested parties.

#### A. LEVEL 1

1. The grievant may initiate the grievance procedure by:
  - a) approaching the immediate supervisor concerned and discussing the matter on his/her own behalf, or
  - b) requesting that a representative of the Association or any other person accompany the grievant in approaching the immediate supervisor. The Association representative or other person may speak on behalf of the grievant if requested to do so by the grievant. The immediate supervisor may have another person present if the grievant is accompanied by a representative.
2. The immediate supervisor shall meet with the grievant and anyone accompanying him/her within seven (7) days of receipt of the written request to meet. The immediate supervisor shall set the time of the meeting.
3. The immediate supervisor shall render a decision within seven (7) days after the meeting with the grievant.

#### B. LEVEL 2

1. If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance in writing with the superintendent within seven (7) days after the decision at Level 1, or ten (10) days after the grievance was presented. The superintendent shall immediately notify the Association as to the nature of the grievance if the grievant has indicated he/she wishes the Association to be involved.
2. Within seven (7) days after receipt of the written grievance by the superintendent, the superintendent will meet with the grievant and his/her representative in an effort to resolve the grievance.
3. The superintendent shall issue a decision to the grievant within seven (7) days after meeting with the grievant.

#### C. LEVEL 3

1. In the event the grievance is not satisfactorily resolved at Level 2, or a decision is not timely made, the grievant may file with the superintendent for transmission to the Board a letter stating the nature of the grievance and his/her basis for appealing the decision of the superintendent.
2. Application to the Board must be made within seven (7) days of the determination by the superintendent, or the date when the superintendent was required to render a decision, whichever is later.
3. The Board shall grant the grievant a hearing within ten (10) days following the filing of the grievance. The Board may afford the superintendent and the grievant an opportunity to file briefs and present oral arguments. Any party may call and present witnesses. Each party shall, at least 24 hours prior to each hearing, make available to all other parties the names of all witnesses the party intends to call. The named individual shall be released as necessary without loss of pay if the hearing is scheduled during school time by order of the Board or its designee.
4. The Board shall render its decision to the superintendent and the grievant within seven (7) days of the final hearing.

***FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District***

**D. LEVEL 4**

If the grievance is not resolved at Level 3, the Association may, within twenty (20) days of the date of the Level 3 decision or the date the Level 3 decision is due, whichever is earlier, submit a written demand for arbitration to the Superintendent. Within ten days thereafter, the Association and Superintendent shall meet in an effort to select an arbitrator. If no agreement is reached, the parties shall jointly contact the American Arbitration Association for a list of qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains. That person shall become the arbitrator if able and willing to serve. If not, the parties shall repeat the selection process. Arbitration shall be conducted according to the rules of the American Arbitration Association.

The arbitrator's decision shall be issued no later than thirty (30) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be final and binding on both parties.

The cost of the services of the arbitrator will be borne equally by the District and the Association.

**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

**ARTICLE V: COMPENSATION**

**Section I: EXTRA DUTY PAY**

A. The following table lists compensation for current extra curricular activities set by the HCS School Board. This current list does not preclude additional activities or clubs as approved by the School Board and/or Superintendent.

Activity	HCS Years of Experience in Position			
	1-4	5-9	10-14	15+
Athletic Director	1 Class Period +\$5,500/yr.	1 Class Period +\$5,700/yr.	1 Class Period +\$5,900/yr.	1 Class Period +\$6,000/yr.
Cross Country	\$2,000	\$2,300	\$2,600	\$3,000
Mix 6 Volleyball	\$4,200	\$4,450	\$4,600	\$4,800
Wrestling	\$4,200	\$4,450	\$4,600	\$4,800
Varsity Girls BB	\$5,000	\$5,200	\$5,600	\$5,800
Varsity Boys BB	\$5,000	\$5,200	\$5,600	\$5,800
Music/Pep Band	\$2,000	\$2,250	\$2,500	\$2,800
MS Volleyball	\$1,700	\$1,800	\$1,900	\$2,000
MS Wrestling	\$1,700	\$1,800	\$1,900	\$2,000
MS Basketball	\$1,700	\$1,800	\$1,900	\$2,000
MS Robotics	\$1,700	\$1,800	\$1,900	\$2,000
HS Robotics	\$2,000	\$2,300	\$2,600	\$3,000
Jr. Class Advisor	\$1,000	\$1,000	\$1,000	\$1,000
Sr. Class Advisor	\$1,000	\$1,000	\$1,000	\$1,000
Cultural Leadership	\$1,800	\$1,800	\$1,800	\$1,800
Student Gov't.	\$2,000	\$2,200	\$2,200	\$2,200
Yearbook	\$2,500	\$2,500	\$2,500	\$2,500
Archery	\$1,300	\$1,300	\$1,300	\$1,300
Elementary Sports	\$1,000	\$1,000	\$1,000	\$1,000
Battle of the Books	\$750.00	\$750.0	\$750.0	\$750.0
Elementary Robotics	\$1,500	\$1,500	\$1,500	\$1,500
District Test Coordinator	\$1,000	\$1,000	\$1,000	\$1,000
Mentor Teacher	\$1,000	\$1,000	\$1,000	\$1,000
Lead Teacher	\$2,000	\$2,000	\$2,000	\$2,000
District Leadership TEam	\$700	\$700	\$700	\$700
Acting Administrator	\$75 Daily	\$75 Daily	\$75 Daily	\$75 Daily

B. The School Board also retains the right to determine each fiscal year whether the above-mentioned listed activities will be offered that year.

**Section II: SALARIES**

A. Graduate classes or undergraduate classes approved in advance by the Superintendent, relevant to teaching will be accepted for advancement on the salary schedule. All classes must be substantiated by an official transcript.

**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

- B. A teacher may develop a professional improvement plan which includes graduate classes, undergraduate classes, and vocational/technical training for advancement on the salary schedule. Elements of the professional improvement plan must be approved in advance by the superintendent and teacher.
- C. For advancement change to be made, transcripts must be available in the administration office within sixty (60) days of the start of the new school year. The salary increase due to such advancement will be retroactive to the beginning of the contract year. If a teacher has reason to believe that at the end of the sixty-day period there is an outstanding transcript, he/she may notify the superintendent in writing that credits affecting the salary advancement may arrive. In such cases as this the teacher has an additional thirty (30) days in which to submit said transcripts. However, any adjustments after the initial sixty days of the school year will not be retroactive. They will commence at the end of the then current pay period. Such a change will necessitate the issuance of a contract addendum. If the administration deems the class irrelevant, then a review committee composed of the employee's building principal, a certified employee and a representative of the Association, jointly chosen by the administration and the concerned employee, shall meet to review the administration's decision and either accept it or make additional recommendations to the administration.
- D. Up to six (6) years of out-of-state teaching experience will be allowed for initial placement on the salary schedule. Two half-years of full-time teaching experience will be allowed as one full year for placement on the salary schedule.
- E. The employees frozen at the bottom of the last three columns will receive ½ percentage raise, in addition to the negotiated salary increases, up to and shall not exceed 3%.

**Section III: ADDITIONAL PAY**

When a teacher has been requested by the administration to work additional days beyond the contracted 190 days, he/she will receive compensation at his/her contracted per diem rate.

Teachers will be paid for the following holidays: Labor Day, Thanksgiving Day, Day Following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Memorial Day

**Section IV: METHOD OF PAYMENT**

All teachers shall receive a check for the days worked in August and may select to receive the remainder of their annual salary in one of the following ways:

- A. Nine (9) equal payments with the ninth (9<sup>th</sup>) payment due a week after the last working day of the school year, **by direct deposit, if the business manager has received a signed teacher checkout sheet. If this is not received then a check will be issued.**
- B. Nine (9) payments, eight (8) of which shall be paid on the basis of one-twelfth (1/12<sup>th</sup>) of the annual salary due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due a week after the last working day of the year **by direct deposit, if the business manager has received a signed teacher checkout sheet. If not received then a check will be issued.**

**Section V: MOVING EXPENSES**

Any incoming certified teacher, upon receiving a signed contract, will receive \$1000.00 towards moving expenses."to be paid no more than 1 week of arrival in the district.

**Section VI: RETENTION BONUSES**

For each year of this Agreement an annual attract and retain stipend will be issued. All the time calculated for the bonus payment is time in the Hoonah City School District. Payment will be paid in the September check of the following year. After completing the first year, the teacher will be paid their bonus in the September of the next year and so on.

- 1-3 years- \$750.00 per year
- 4+ years- \$1000.00 per year



**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

**FY 2021 Certified Teacher Salary Schedule**

	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA/BA30</u>	<u>MA18/BA48</u>	<u>MA36/BA66</u>
0	47,543.77	49,241.21	50,938.65	53,611.50	55,485.07	57,358.64
1	49,522.97	51,384.19	53,245.18	55,886.50	57,888.61	59,890.51
2	51,502.16	53,527.16	55,551.71	58,161.49	60,292.16	62,422.39
3	53,481.36	55,670.14	57,858.24	60,436.49	62,695.72	64,954.26
4	55,460.56	57,813.12	60,164.76	62,711.48	65,099.28	67,486.14
5	57,439.75	59,956.09	62,471.28	64,986.47	67,502.83	70,018.01
6	<u>59,418.95</u>	<u>62,099.07</u>	64,567.65	67,082.85	69,599.20	72,114.38
7			66,664.04	69,213.05	71,695.57	74,210.76
8			<u>68,759.75</u>	71,275.59	73,790.79	76,307.13
9				<u>73,371.64</u>	75,887.16	78,403.50
10					<u>77,982.89</u>	80,501.05
11						<u>82,597.42</u>



**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

**APPENDIX A  
HOONAH CITY SCHOOL DISTRICT  
P. O. Box 157  
Hoonah, AK 99829  
(907) 945-3611**

**SAMPLE CERTIFICATED EMPLOYEE CONTRACT**

This contract between Hoonah City School District Board of Education, hereinafter referred to as the **BOARD**, and \_\_\_\_\_, whose permanent address is \_\_\_\_\_, hereinafter referred to as **TEACHER**.

**WITNESSETH**

It is mutually agreed between the BOARD and the TEACHER, in consideration of the promises and covenants herein contained,

**THAT THE TEACHER WILL:**

1. Perform the duties of TEACHER and such other duties as may be assigned in the Hoonah City School District during the \_\_\_\_\_ school year, beginning on or about \_\_\_\_\_ for a total of not more than \_\_\_\_\_ school/work days, which shall include legal school holidays.
2. Be responsible for such extracurricular assignments as are made by the BOARD as of the date of the issuance of this contract or at a later date during the term of this agreement.
3. Abide by and be bound by the policies, rules, and regulations of the BOARD and the State Board of Education.
4. Authorize deductions for the Teachers Retirement System or FICA withholding, if eligible.

**THAT THE BOARD WILL:**

5. Pay the TEACHER an annual salary in the amount of \$ \_\_\_\_\_ \* to be paid for the number of days worked in August, with the remainder being paid in either of the following two choices:
  - a. Nine equal monthly installments of \$ \_\_\_\_\_, the first installment being paid on the last working day in \_\_\_\_\_ 20\_\_, each succeeding installment being paid on the last working day of each month, and the balance to be paid on the final day of employment under this contract.
  - b. Nine (9) equal monthly installments, eight (8) of which shall be paid on the basis of one-twelfth (1/12<sup>th</sup>) of the annual gross salary or \$ \_\_\_\_\_ due on the last working day of the months of September through April and a final payment consisting of the remainder of the contract, due on the last working day of the year.

**\*Subject to adjustment as changed by the Negotiated Agreement**

**FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District**

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

6. Placement on the salary schedule at the time of employment is \_\_\_\_\_. This placement reflects the holding of a \_\_\_\_\_ Degree and at least \_\_\_\_\_ semester hours earned after the issuance of the degree, plus \_\_\_\_\_ years of teaching experience, which is applicable to the Hoonah District salary schedule.
7. The per diem rate is \$\_\_\_\_\_.\*
8. The above per diem rate will be paid for each and every day in session, as that term is defined by AS 14.03.040 and as accepted by the Alaska Department of Education, for every State school holiday and for every approved local holiday, provided that such payment shall be made only if the TEACHER was under contract at the time.
9. The term a TEACHER as employed herein is defined in relevant portions of the Alaska Statutes Title 14.
10. The TEACHER shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission.
11. This contract is not effective unless and until the TEACHER subscribes to the Oath of Allegiance required under 4 AAC 18.010(a)(5) and files a fully executed form of the oath with the BOARD for placement in the TEACHER's personnel file. Once the oath has been filed with the BOARD, the TEACHER need not re-subscribe to it for subsequent school years so long as the TEACHER's employment is continuous. However, by signing this contract, the TEACHER affirms his or her continued adherence to that oath.
12. The TEACHER, within 60 days of initial employment and periodically as required by State law or as required by the BOARD, must file a current medical certificate with the BOARD.
13. Subject to the three month maximum grace period provided under AS 14.10.010, the TEACHER must hold a valid Alaska Teaching Certificate at the time of entrance on duty and maintain said certificate while employed by the District, and no salary shall be paid unless the TEACHER has such certificate. Failure to maintain a valid certificate constitutes grounds for immediate termination of this contract without penalty to the BOARD.
14. The BOARD reserves the right to transfer the TEACHER to another assignment either before or after beginning duties of the proposed assignment if enrollments decrease or other conditions warrant change.
15. This contract may be terminated without liability to the BOARD should the TEACHER fail to discharge the duties imposed either through incapacity or disability or for cause as defined in AS 14.20.170. Upon written notice of such intended termination, the TEACHER shall be entitled to exercise any and all rights set forth in AS 14.20, including but not limited to the right to hearing set forth in AS 14.20.180. The TEACHER may be suspended from duty during any period of investigation as set forth in AS 14.20.170, but such suspension shall be with full pay.
16. This contract may be terminated without liability to the BOARD should it become necessary to eliminate the position because of decreased enrollment, provided that at least thirty (30) days prior written notice is given. In case of hardship, the BOARD may, in its discretion, afford such compensation as it deems necessary, not to exceed payment for twenty (20) days of service at regular contract per diem rate.
17. This contract may be amended by mutual consent upon application of one party and the written consent of the other party.
18. This contract may be terminated by mutual consent upon thirty (30) days written notice by one party and the written consent of the other party.
19. The violation or breach by the TEACHER of any term, condition, or requirement of this contract is grounds for the revocation of the TEACHER's certificate by the Commissioner of Education or by the PTPC.

***FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District***

20. This contract is subject to the Negotiated Agreement between the BOARD and the Hoonah Education Association. If there are any conflicts or differences between the terms of said agreement and the terms of this contract, the terms of the Negotiated Agreement shall be controlling.

21. This contract supersedes and replaces any prior individual Employee's Contract which may have been issued for the school year covered by this contract.

**ACCEPTANCE**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted By

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member

*FY 2020-21 NEGOTIATED AGREEMENT between the  
Hoonah Education Association and the Hoonah City School District*

**SIGNATURE PAGE**

\_\_\_\_\_  
Hoonah Education Association  
Adam Gretsinger, Negotiations Spokesperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah Education Association  
Renee Gray, Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah Education Association  
Ben Mettling, HEA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah City School District Board of Education  
Harold Houston, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah City School District  
Amy Stevenson, District Business Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hoonah City School District  
Ralph Watkins, District Superintendent/Principal

\_\_\_\_\_  
Date

AGENDA ITEM New Business 2.5

  √   ACTION

     DISCUSSION

TOPIC: AASB Policy Updates for BP 3510 “Business and Non Instructional Operations Maintenance and BP 6114.4” Pandemic/Epidemic Emergencies” for 1<sup>st</sup> reading.

Background

AASB regularly provides recommended policy changes to conform with changes in State and Federal law.

Recommendation

I move that the board lay on the table for first reading policies BP 3510 and BP 6114.4 as revised by AASB.

AGENDA ITEM New Business 2.6

ACTION

DISCUSSION

TOPIC: AASB Policy Updates for BP 4161.1 Sick Leave for 1<sup>st</sup> reading.

Background

Wording has been added to this policy by our district lawyer Allen Clendaniel in order to conform with the recent Negotiated Agreement with the Hoonah Education Association.

Recommendation

I move that the board approve for first reading the recommended change in language to BP 6114.4

AGENDA ITEM New Business 2.7

  √   ACTION

     DISCUSSION

TOPIC: AASB Policy Updates for Chapter 6 for 1<sup>st</sup> reading.

Background

AR 9311-R sets out a regular program of review for policy. As we are in "Year 3" of that process, we are reviewing Chapter 6 (Instruction).

Recommendation

Pursuant to policy AR 9311-R, I move that the board place the entirety of policy Chapter 6 on the table for first reading, to be under review until our regularly-scheduled June meeting.



AGENDA ITEM Discussion Items

ACTION

DISCUSSION

Discussion Item: AR 4161.8, AR 5112.2 and AR 6162.5

**WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED  
Instruction**

**PANDEMIC/EPIDEMIC EMERGENCIES**

**BP 6114.4**

Note: This optional policy may be revised or deleted.

The Board recognizes that a pandemic/epidemic outbreak is a serious threat that stands to affect students, staff, and the community as a whole. With this consideration in mind, the Board establishes this policy in the event the town/municipality and/or school district is affected by a pandemic/epidemic outbreak. At all times the health, safety and welfare of the students shall be the first priority.

**Planning and Coordination**

The Superintendent shall designate one or more staff members to serve as a liaison between the school district and local and state health officials. This designee is responsible for connecting with health officials to identify local hazards, determine what crisis plans exist in the school district and community, and to establish procedures to account for student well-being and safety during such a crisis. The designee shall work with local health officials to coordinate their pandemic/epidemic plans with that of the school district.

With fiscal concerns in mind, the District may purchase and store supplies necessary for an epidemic/pandemic outbreak, including but not limited to disinfectant products, face masks, water, examination gloves, and other supplies as recommended by health officials.

The Superintendent shall develop procedures and plans for the transportation of students in the event of an evacuation. Such procedures shall include provisions for students who cannot be transported to home at the time of the evacuation.

**Response**

In the event anyone within the school is discovered or suspected to have a communicable disease that may result in an epidemic/pandemic, that person may be quarantined pending further medical examination. Parents/guardians and local and state health officials shall be notified immediately.

In conjunction with local and state health officials, the Superintendent shall ascertain whether an evacuation, lockdown, or shelter-in-place needs to be established. As soon as such a decision has been made, the school district shall attempt to notify the parents of all students.

In the event of an evacuation, the Superintendent is charged with determining when the school shall re-open. In the event of a lockdown or shelter-in-place, the Superintendent shall notify all proper authorities and relief agencies to seek their assistance for the duration of the lockdown or shelter-in-place.

In addition to powers already delegated, the School Board may delegate authority to the Superintendent to make emergency decisions in a pandemic/epidemic response which are

**WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED**

**Instruction**

consistent with federal, state, and local law and these Board Policies. Consistent with applicable law, the Superintendent may take action including, but not limited to, adopting a teleworking

**PANDEMIC/EPIDEMIC EMERGENCIES**

**BP 6114.4(b)**

agreement for school staff and establishing remote education.

**Infection Control**

Any student or staff member found to be infected with a communicable disease that bears risk of pandemic/epidemic will not be allowed to attend school until medical clearance is provided by that individual's primary care physician or other medical personnel indicating that that person does not bear the risk of transmitting the communicable disease.

**Continuance of Education**

The Superintendent shall develop a plan of alternate means of educating students in the event of prolonged school closings and/or extended absences. Such a plan may include providing students with assignments via mail, local access cable television, or the school district's website.

*(cf. 5141.22 – Infectious Diseases)*

*(cf. 5141.23 – Infectious Disease Prevention)*

*(cf. 5144.1 – Suspension and Expulsion)*

*(cf. 6114 – Crisis Response Plan)*

*Legal Reference:*

*ALASKA STATUTES*

*14.03.02 School Year*

*14.30.045 (4) Grounds for suspension or denial of admission*

*ALASKA ADMINISTRATIVE CODE*

*4 AAC 05.090 The Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, 45 C.F.R. 99*

~~Added 2/2010~~ Revised 4/2020

**WORKSHEETS for the district policy committee:  
DISCARD WHEN FINISHED  
Instruction**

9/92



**WORKSHEETS for the district policy committee:**

**DISCARD WHEN FINISHED**

**Business and Noninstructional Operations  
MAINTENANCE**

BP 3510

Note: In order to qualify for a capital improvement project grant or debt reimbursement under AS 14.11.011 or AS 11.100, a school district must have in effect a preventive maintenance plan. This plan: 1) must include a computerized maintenance management program, cardex system, or other formal systematic means of tracking the timing and costs associated with planned and completed maintenance activities, including scheduled preventive maintenance; 2) must address energy management for buildings owned or operated by the district; 3) must include a regular custodial care program for buildings owned and operated by the district; 4) must include preventive maintenance training for facility managers and maintenance employees; and 5) must include renewal and replacement schedules for electrical, mechanical, structural, and other components of facilities owned and operated by the district. Additionally, the district must be adequately adhering to the preventive maintenance plan.

The School Board recognizes the importance of timely maintenance and repair of district facilities, property and equipment in ensuring the safety of students and employees, in protecting state and local investment, in providing necessary loss control, and in helping to ensure the availability of capital funding. A preventive maintenance plan shall be in effect which includes custodial care, scheduled preventive maintenance, commissioning, and energy management for district buildings. The Superintendent or designee shall ensure a systematic means of tracking the timing and costs associated with maintenance activities; shall direct the preparation of renewal and replacement schedules for electrical, mechanical, structural, and other components of district facilities; and shall provide for preventive maintenance training for facility managers and maintenance employees.

*(cf. 3511 - Energy Conservation)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 3515 - School Safety and Security)*  
*(cf. 5142 - Safety)*

All school buildings and equipment shall be regularly inspected to assure that all are maintained at the highest level of safety. Employees are responsible for promptly reporting to their supervisor any damage to district property or equipment.

*Legal Reference:*

ALASKA STATUTES

*14.11.011 Grant applications*

*14.11.100 State aid for costs of school construction debt*

*4 AAC 31.013 Preventive maintenance and facility management*

*Revised 4/2020*

## **BP 4161.1 SICK LEAVE**

Every certificated employee working five school days each week is entitled to one and one-third days of sick leave a month. Such leave for employees working less than five days per week shall be proportionately less. Unused days of sick leave shall be accumulated from year to year without limitation.

The Superintendent or designee shall establish procedures for reporting and verifying such absences.

Teachers are subject to disciplinary action, up to and including termination, for misusing sick leave, including providing false information regarding the use of, or need for, sick leave.

Certificated employees may transfer accumulated sick leave between districts and the Department of Education and Early Development. Employees are responsible for initiating a transfer of sick leave credits within 90 days of employment.

(cf [4161.4](#) - Family and Medical Leave)

### **Sick Leave Bank**

The School Board authorizes the establishment of a sick leave bank to provide teachers sick leave benefits in unusual circumstances. Maternity leave is a permitted use of the sick leave bank. Teachers may draw up to twice the number of days of leave he/she has accumulated before the first day of school up to a maximum of 24 days. The School Board may grant additional leave in cases of severe illness or external hardship.

#### *Legal Reference:*

##### ALASKA STATUTES

[14.14.105](#) Sick leave bank

[14.14.107](#) Sick leave and sick leave transfer

[14.20.147](#) Transfer or absorption of attendance area or federal agency school

[23.10.500 - 23.10.550](#) Alaska Family Leave Act

##### ALASKA ADMINISTRATIVE CODE

[4 AAC 15.040](#) Sick

leave [4 AAC](#)

[15.900](#) Definitions

##### FAMILY AND MEDICAL LEAVE ACT

[29 USC 2601 et. seq.](#); [29 CFR Part 825](#), amend. 2008

**Revised 3/12**

**Reviewed 6/16**

**Adopted November 17, 1998**

Hoonah City School District

<https://boardpolicyonline.com/?b=hoonah>

1/1



**FIRST MEETING**

Move/Second to accept policy or policies in first reading.

Statement to the public: The purpose of this first reading is to put the policies on the table, and does not imply an adoption by the board of these policies at this time. These policies will be available to the public in the district office until the next regular monthly meeting, at which time there will be a public hearing.

Statement to the Board: If there is no objection, I will dispense with reading each policy aloud. (If there is objection, clarify which policy or policies they wish to have read, and read them.)

Vote to accept policy or policies in first reading

**SECOND MEETING**

Move/Second to accept policies in second reading.

Close the public meeting and hold a public hearing.

After the public hearing, reconvene the meeting and ask board members whether there are any policies that individual board members wish to pull in order to revise the language and act on separately. (No motion required)

Hold a vote to accept all of those policies that have not been pulled.

Move/Second/Vote to accept in second reading individual policies that were pulled by board member request, with amended wording.

**THIRD MEETING**

Move/Second/Vote to accept in third reading those policies that were pulled and amended in the second meeting.

NOTE: This process to be explained in advance to the board and to the public at first reading

**STANDARDIZED TESTING/TEST ADMINISTRATION**

AR 6162.5(a)

Note: The following procedures are based on regulations adopted by the Alaska Department of Education and Early Development for the administration of the standards-based tests, the English language proficiency assessment, and the college and career readiness assessment. 06.765, 06.700 and 06.717. The Department has established uniform test administration requirements for all statewide assessments, including provisions for test security. 4 AAC 06.761, 06.765. The Department will provide each test coordinator, associate test coordinator, proctor and test administrator a test security agreement which must be signed affirming that the testing procedures of the Department and the test publisher will be followed. The test security and test administration provisions are applicable to all state required assessments. A certificated employee who breaches test security is subject to investigation and adjudication by the Professional Teaching Practices Commission.

**Test Center:**

The Superintendent or designee shall identify a school test center(s) where all state required assessments shall be administered, as required by state regulation or the Department. The test center must be well lighted, secure, free of disruptions, and have an established seating arrangement. Only designated district test coordinators, associate coordinators, proctors or test administrators may be in the test center rooms during student testing.

**District Test Coordinator and Testing Personnel:**

The Superintendent or designee shall designate a certificated employee of the district to be the test coordinator. If more than one test center is required, an on-site associate test coordinator will also be designated for each test center. The test coordinator or associate coordinator is responsible for assigning as many test administrators or test proctors to each test center as necessary to ensure adequate supervision or monitoring of students. Test proctors must hold an Alaska teacher certificate. No teacher may be assigned to proctor the exam if the teacher's classroom students are taking the exam. Enough proctors must be assigned to ensure adequate supervision of the testing process with a minimum of one test proctor for each 30 examinees.

District personnel responsible for test administration shall:

1. Annually execute a test security agreement prepared by the Department affirming the employee's obligation to follow required procedures for test security and administration;
2. Provide training in test procedures to all district staff involved in testing as directed by the Department, and ensure staff completes the training; and
3. Ensure that all district staff involved in testing read and follow testing procedures and manuals published by the test publisher.

**Test Security:**

Each test booklet and test administration manual must be accounted for from the time the materials arrive at the district until the time the materials are returned to the test publisher. All district staff shall maintain the security and confidentiality of electronic test data files, individual student reports, and other testing reports designated as secure.

In ensuring test security, the Superintendent or designee shall:

1. Inventory and track the test materials;
2. Securely store the materials before and after their distribution to school test centers;
3. Control the distribution of the tests to and from the test centers;
4. Control the storage, distribution, administration, and collection of tests at the test center;
5. Ensure that no student or other individual receives a copy of the test, or learns of a specific test question or item, before the time and date of testing, unless knowledge of the question or item is necessary for delivery of accommodations; and
6. Ensure that no test or test question is copied in any manner, whether on paper or by electronic means.
7. Require that staff members administering tests supervise students during the testing period, and require that those staff members do not access electronic devices during the testing period except as necessary to administer the test.

**Test Administration**

The following measures shall be taken before and during test administration by the Superintendent or designee and by those individuals supervising the testing process:

1. Prior to administering the tests, code the tests according to test administration directions;
2. Ensure that examinees use only those reference materials allowed by the test publisher's testing procedures;
3. Ensure that examinees do not exchange information during a test, except when specified by the test procedure;
4. Ensure that an examinee's answer is not altered after testing is completed;
5. Ensure that no test or test question is copied, reproduced, or paraphrased in any manner by an examinee or anyone else; and
6. Ensure that no examinee is assisted in responding to, or review of, specific test questions or items before, during, or after a test session.

Instruction

**STANDARDIZED TESTING/TEST ADMINISTRATION** (continued) AR 6162.5(c)

**Breach of Test Security**

District personnel in charge of testing shall immediately report any breach of test security to the Department. A certificated employee who breaches test security is subject to investigation and action by the Professional Teaching Practices Commission.

Note: If a student's IEP requires a modification that violates test security, the modification will be provided only if it does not affect test security for other students. A modification that violates test security results in an invalid assessment. 4 AAC 06.765.

*Revised 3/2017 Revised 4/2020*



**EMERGENCY COVID-19 SICK AND FAMILY LEAVE**

AR 4161.8

Note: The following AR implements the federal Families First Coronavirus Response Act, which is in effect from April 1, 2020 through December 31, 2020, unless extended by Congress.

As a result of the 2020 COVID-19 pandemic, employees may have additional rights to sick leave and family leave under the provisions below.

**I. Sick Leave for COVID-19 Qualifying Reasons**

Employees are entitled to additional paid sick leave if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) above, or self-quarantine as described in (2) above;
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition as specified by the United States Department of Health and Human Services.

**Duration of COVID-19 Sick Leave**

A full-time employee is eligible for up to 80 hours of COVID-19 sick leave. A part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

**Calculation of Sick Leave Rate of Pay**

For leave reasons (1), (2), or (3), above: employees taking leave shall be paid at their regular rate of pay, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).

For leave reasons (4), (5), or (6), above: employees taking leave shall be paid at 2/3 their regular rate, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).

**Procedure for Requesting Leave**

Employees must notify their supervisor of the need and specific reason for leave under this policy. Employees should make the request for leave as soon as practically possible. Verbal notice will otherwise be accepted until written notice can be provided.

Employees are required to provide documentation to confirm the type of COVID-19 leave for which they are eligible.



**EMERGENCY COVID SICK AND FAMILY LEAVE**

AR 4161.8(b)

**Interaction with Other Paid Leave**

The employee may use COVID-19 paid sick leave under this policy before using any other accrued sick leave, family leave, annual leave, or donated leave. COVID-19 sick leave does not carry over to 2021. COVID-19 sick leave cannot be cashed out.

All other policies and procedures for use of sick leave remain applicable, except as specifically modified by this AR and the federal Families First Coronavirus Response Act.

*(cf. 4161.1 – Sick Leave)*

*(cf. 4161.2 - Personal Leaves)*

**II. Family and Medical Leave Act Expansion to Care for Children due to COVID-19**

The qualifying reasons for taking family and medical leave (“FMLA Leave”) have been expanded to provide leave for employees unable to work because they must care for a child whose school or place of childcare is closed (or child care provider is unavailable) for reasons related to COVID-19. This is a new qualifying reason for taking leave under the Family and Medical Leave Act. It is not an expansion of the total amount of leave availability under FMLA. Employees must have been employed for at least 30 days to be eligible for expanded FMLA leave.

*(cf. 4161.4/4261.1/4361.4 – Family and Medical Leave))*

**Duration of Expanded Childcare FMLA Leave**

Full-time employees are eligible for up to 12 weeks of leave at 40 hours a week, assuming the employees have FMLA Leave available. Part-time employees are eligible for leave for the number of hours they are normally scheduled to work over that period, again assuming leave is available. Employees are only entitled to 12 weeks of annual FMLA leave, regardless of the reason.

**Rate of Pay for Expanded Childcare FMLA Leave**

The first ten days of expanded childcare FMLA leave is unpaid. However, employees may take the COVID-19 paid sick leave during this time or substitute any accrued paid leave. Alternatively, the District may require that COVID-19 paid sick leave be used during the first 10 days of normally unpaid FMLA leave.

After the first ten days of expanded childcare FMLA leave, employees taking leave shall be paid at 2/3 their regular rate, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period—two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave under the Family and Medical Leave Act).

**EMERGENCY COVID SICK AND FAMILY LEAVE**

AR 4161.8(c)

Note: The above provisions for paid leave under FMLA are only applicable when leave is taken because the employee must care for a child whose school or place of care is closed due to COVID-19 related reasons. FMLA has not been expanded to provide for paid leave for other qualifying reasons, such as personal illness of the employee or family member.

**Procedure for Requesting Leave**

Employees must follow the existing procedures for taking and requesting family and medical leave. Employees are required to provide documentation to confirm eligibility for expanded childcare FMLA leave.

(cf. 0400 - Personnel)

Legal Reference:

Public Law No: 116-127 (03/18/2020)

Added 4/2020



**WORKSHEETS for the district policy committee:**  
**DISCARD WHEN FINISHED**

**Students**

**EXCLUSIONS FROM ATTENDANCE**

AR 5112.2(a)

Note: The following regulation provides sample due process procedures for exclusions and may be revised or deleted to reflect district practices and needs.

Prior to excluding a student from attendance because of a physical or medical condition, or denying admission due to a reason set forth in AS 14.30.045, the Superintendent or designee shall send a notice to the parent/guardian of the student. The notice shall contain the following statements:

1. A statement of the facts leading to a decision to propose exclusion.
2. A statement that the parent/guardian has a right to meet with the School Board to discuss the proposed exclusion.
3. A statement that at any such meeting the parent/guardian shall have an opportunity to:
  - a. Inspect all documents on which the School Board is basing its decision to propose exclusion.
  - b. Challenge any evidence and confront and question any witness presented by the School Board.
  - c. Present oral and documentary evidence on the student's behalf, including witnesses.
  - d. Have one or more representatives of the parent/guardian present at the meeting.
4. A statement that the decision to exclude the child is subject to periodic review and a statement of district procedures for such review.

The Superintendent or designee may exclude without prior notice of exclusion any student who:

1. resides in an area subject to quarantine.
2. is exempt from a medical examination but is believed to suffer from a contagious or infectious disease.
3. is determined to be a clear and present danger to the life, safety, or health of students or school personnel.

However, the Superintendent or designee shall send a notice of exclusion and due process hearing procedures as soon as reasonably possible after the exclusion.

A student denied admission because of a physical or mental condition shall be permitted attendance when the cause for exclusion no longer exists. (AS 14.30.047)



**WORKSHEETS for the district policy committee:**

**DISCARD WHEN FINISHED**

**Students**

*Revised 04/2020*

**AASB POLICY REFERENCE MANUAL**

**9/92**

**AASB POLICY REFERENCE MANUAL UPDATE SERVICE**

**2019-2020 UPDATE**

**INSTRUCTION SHEET**

NOTE: This packet includes only those policy manual pages that have been revised, deleted or newly established. Full text pages are included and are to be substituted as indicated below.

This Update is limited due to little movement at the state and federal level to revise education policy during the 2019-2020 term. However, it includes an important policy regarding leave available to employees in response to the COVID-19 pandemic, as well as updates to the model pandemic policy. AASB anticipates providing additional updates throughout the year in response to the pandemic.

For ease of School Boards, AASB has identified those portions of the Update that require formal Board action in order to implement the policy changes. This is indicated by a “Yes” or “No.” A “No” is used if changes have been made only to an AR or an Exhibit, or if policy changes are limited to explanatory notes, legal reference or cross-reference updates, or minor grammatical or stylistic changes that have not changed the policy meaning.

REPLACE/ADD	FORMAL ADOPTION REQUIRED	DESCRIPTION
<b><u>ARTICLE 3, Series 3000 – Business and Noninstructional Operations</u></b>		
BP 3510	Yes	This update incorporates a new subsection in 4 AAC 31.080, which provides criteria for a preventive maintenance program of a school district eligible for state aid for school construction and major maintenance. It also adds a requirement to have periodic evaluation of commissioning existing facilities to a qualifying energy management plan. A cite to the regulation has been added.
<b><u>ARTICLE 4, Series 4000 – Personnel</u></b>		
AR 4161.8	No	***New Administrative Regulation***  This temporary administrative regulation adopts the emergency sick leave and emergency family leave policies created by Congress in the Families First Coronavirus Response Act. It is scheduled to expire on December 31, 2020, unless extended by Congress. The regulation sets forth the leave entitlements guaranteed to employees as part of the act, and clarifies district responsibilities.

REPLACE/ADD	FORMAL ADOPTION REQUIRED	DESCRIPTION
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**ARTICLE 5, Series 5000 – Students**

AR 5112.2	No	This modification to the student exclusion policy clarifies that a board may deny an admission for any reason permitted by statute, not only reasons related to physical or mental health.
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**ARTICLE 6, Series 6000 – Instruction**

BP 6114.4	Yes	This update clarifies the Board’s authority to delegate additional authority to the Superintendent as a response to a pandemic/epidemic, and sets forth actions the Superintendent may take, consistent with law.
AR 6162.5	No	This update requires that staff members supervising student testing do not access electronic devices during the test, except as necessary to administer the test. This strengthens test security and is adopted in response to DEED guidance.