

NEGOTIATED AGREEMENT

between

NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

and

NORTHWEST ARCTIC PRINCIPALS' ASSOCIATION

JULY 1, 2005 - JUNE 30, 2008

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ARTICLE I. **RECOGNITION**

- A. The Board recognizes the Northwest Arctic Principals' Association as the exclusive bargaining agent for all Principals of the District, (including Assistant Principals and Principal/Teachers).
- B. Challenges of the Association's rights, obligations and status as the exclusive bargaining agent shall be made in accordance with the Public Employment Relations Act.

ARTICLE II. **DURATION**

- A. This Agreement shall become effective on July 1, 2005 and shall continue in force and effect until June 30, 2008.

- B. This Agreement constitutes the entire agreement between the Board and the Principals and Association and expressly supersedes any and all prior agreements whether written, oral or implied. Additionally, no verbal statements shall supersede any of its provisions and any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiation which resulted in the Agreement, each made demands and proposals concerning matters not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement.

ARTICLE III. **DISTRIBUTION**

The Board shall provide the Association with a copy of this Agreement and shall provide each Principal with a copy along with the first individual contract offered the Principal that is covered by this Agreement. Additional copies of the Agreement shall be provided to Principals and to the Association upon request for cost.

ARTICLE IV. **CONFORMITY TO LAW**

If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any article or part should be enjoined by such a court, the remainder of this Agreement shall not be affected thereby and the parties shall meet within twenty (20) days of any such order of the court, to determine if modifications to said article or part of this Agreement can be made which will maintain the original intent of said article or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose alone.

ARTICLE V. **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all power, rights, authority, duties and responsibilities conferred and vested in it by the State of Alaska to govern and manage the District except as may be expressly and specifically limited or abridged by this Agreement.

ARTICLE VI. ASSOCIATION RIGHTS

A. Use of School Facilities

The Association shall be allowed to use school equipment, including typewriters and other duplicating equipment, at reasonable times and when such equipment is not otherwise needed for use. The Association shall pay the reasonable costs of all materials and supplies associated with the use of such machines and shall further pay for any damages resulting from Association misuse.

The Association shall be allowed to use school buildings for its meetings outside of the regularly scheduled workday provided the space is not otherwise needed for use. The Association shall give the local Principal advance notice of its request for such use. When custodial services are required as a result of such use, the Association shall pay the reasonable charges for such services. The Association shall be allowed to post Association notices and other Association materials in a place provided for such purposes in school facilities.

B. Grievance Investigation

If possible, the investigation of a grievance shall be conducted outside of normal work hours. In the investigation of a grievance a Principal shall request the permission of his/her immediate supervisor before leaving a work area. Such permission shall not be unreasonably denied.

C. Association Officials

The Association shall inform the Superintendent of any appointed or elected officials responsible for processing or investigating grievances, conducting negotiations or other Board/Association relationships.

D. Association on the Board Agenda

The Superintendent shall provide the Association president or designee, prior to each Board meeting, all public, written information provided school board members.

ARTICLE VII. NEGOTIATIONS PROCEDURES

A. Inauguration of Negotiations

Either the Board or the Association may inaugurate negotiations for a successor Agreement by delivery of a written notice to the other after January 15, but not later than March 1, of the last calendar year of the Agreement as provided in Article II, A, Duration. Said delivery of notice shall be from the Superintendent to the Association President or from the Association President to the Superintendent. Along with the notice to negotiate, the moving party shall present the other party with written proposals for all items it has selected for negotiations.

B. Initial Negotiations Session

1. Not later than twenty (20) days following receipt of the notice to negotiate, the parties shall mutually agree to the time, date and place of the initial negotiations session. At or before the initial negotiations session, the responding negotiations team shall provide the initiating negotiations team with written counter-proposals to the initiator's proposals, as well as, proposals for all of those items it has selected for negotiations.
2. At the initial negotiations session, the negotiations teams shall mutually agree upon revisions, if any, in the Negotiations Ground Rules.

C. Negotiations Ground Rules

1. All negotiations shall occur in open session unless otherwise mutually agreed upon.
2. Each negotiations team shall be limited to not more than five (5) persons, including consultants, in attendance at negotiations sessions at any one time.
3. Two (2) members of the Association's negotiating team shall be entitled to receive administrative leave for negotiations sessions, including reasonable travel time.
4. At negotiations sessions, no video recording shall be permitted. If either side opts to make an electronic recording or a verbatim transcription of the session, it shall make such transcription or recording available to the other side. Half the expense of producing the recording or transcription may be charged for providing a copy.

5. During the course of negotiations sessions, any items tentatively agreed upon shall be written and shall be signed and dated by the spokesperson for each negotiations team.
6. Each negotiations team, upon written request, shall promptly make available to the other specific items of public information in their possession pertinent to the negotiations process. The first one hundred (100) sheets of material shall be provided at no charge; thereafter the requesting party shall pay twenty-five (\$0.25) per sheet. Documents routinely reproduced in multiple copies, of which extra copies are available, shall be provided at no cost and shall not count towards the one hundred (100) free copies.
7. Either negotiations team may call for a caucus at any time during negotiations sessions.

D. Impasse Resolution

1. If after negotiating all proposed items in good faith to a point that further progress appears unlikely, either negotiations team shall have the option to declare an impasse.
2. Impasse resolution shall proceed according to applicable Alaskan statutes.

E. Ratification

1. Upon the reaching of final agreement by the negotiations teams regarding all items negotiated, the Agreement shall be written and signed and dated by the spokesperson of each negotiations team. Each negotiations team shall promptly submit the Agreement to the bodies that they represent respectively with the recommendation that the Agreement be ratified.
2. The Board shall place the ratification of the Agreement on the agenda of their next regular meeting after the Agreement shall have been ratified by the Association.

ARTICLE VIII. TRANSFERS AND HIRING PRACTICES

A. Voluntary Transfers

1. General

The Superintendent shall assign/reassign the Principal's duties and/or location (i.e., community) so that said assignment/reassignment is calculated to enhance the achievement of the goals and objectives of the District and/or to promote the welfare of the District's students.

2. Voluntary Reassignment

a. Posting

The District shall post notices of vacant (including new) Principal positions for the upcoming school year in each school while school is in session. Notices of vacancies that occur during the summer months shall be mailed to the Principal who has submitted a written request along with a summer mailing address.

b. Transfer Rights

The Superintendent shall consider written Principal requests for reassignment to vacant positions.

B. Involuntary Transfers

- 1.** The Association recognizes that the fulfillment of the Board's legal responsibilities and duties may necessitate involuntary transfers. However, the District shall not arbitrarily or capriciously invoke an involuntary transfer.
- 2.** All reasonable moving expenses related to the involuntary transfer shall be borne by the District.
- 3.** No married teaching/principal couple shall be separated through an involuntary transfer.
- 4.** Principals may terminate their individual contracts without penalty or liability within two (2) weeks of being notified of any such involuntary transfer.

C. Automatic Rehiring

All Principals who are tenured shall be automatically rehired as certificated employees of the District if not notified of non-retention prior to March 16. All Principals who are

non-tenured shall be automatically rehired as certificated employees of the District if not notified of non-retention prior to their last contract day.

D. Reassignment

1. Principals who have been automatically rehired pursuant to Paragraph C. above, may be reassigned to any certificated position within the District from one school year to the next, whether or not that position is covered by this Negotiated Agreement.
2. A person may not be employed as a Principal unless that person possesses a valid Alaska Type B certificate, except that a person who has made application to the Department of Education for such a certificate or renewal of such a certificate which has not been acted upon by the Department of Education has taken action on the application. However, in no case may employment of that person without such a certificate last longer than three (3) months. In the event the person does not obtain the certificate within the three (3) month period, any contract between the District and that person shall be null and void.

ARTICLE IX. PERSONNEL FILES

A. Personnel Files

1. Open Files

All material placed in a Principal's official Personnel File shall be the property of the District, but the file, except for pre-employment materials, shall be available for the Principals inspection upon request during regular office hours. Upon request, the Principal shall be provided one (1) copy of the Principal's file material, except as provided above. Additional copies shall be provided to the Principal upon request for twenty-five (\$.25) cents per sheet. No material in the Principal's file shall be removed without the consent of the Superintendent and the Principal.

2. A Principal shall be sent a copy of all materials placed in his/her file at the time of its insertion in the file.

3. Confidentiality

No person shall be granted access to confidential materials in the Principal's file except for the Principal's supervisor(s), the Superintendent or the Superintendent's designee and the Board. Upon the express prior written permission of the Principal, the Principal's designee shall be granted access to the Principal's official Personnel File in the same manner and to the same extent as provided in Section 1. above.

4. Derogatory Material

Any material placed in the Principal's file which is derogatory to the Principal shall be filed with proof that the Principal has had an opportunity to read and to receive a copy of the material. The Principal shall have the right to file a written rebuttal with any derogatory material placed in the Principal's Personnel File.

ARTICLE X. **VANDALISM AND ASSAULT**

Any employment-related vandalism or assault upon a Principal shall promptly be reported to the Superintendent by the Principal. The Superintendent shall take such reasonable action as may be appropriate.

ARTICLE XI LEAVES

Approved leaves do not constitute a break in service for retirement purposes.

All benefits to which a Principal was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored on his/her return and he/she will be offered a certificated position in the District. All requests and approvals or rejections shall be made in writing. However, to secure these rights, the employees must return to duty at the expiration of the approved leave.

A. Compensated

1. Personal

Each Principal shall be entitled to four (4) days of personal leave with full pay during each school year, accumulative to a maximum of ten (10) days. Personal leave is for the purpose of transacting or attending to personal, legal, business, household or family matters that cannot reasonably be concluded outside of working hours. Personal leave requires the written approval of the Superintendent or his/her designee.

Personal leave shall be available to the Principal in anticipation of accrual. However, if by the end of the school year such leave exceeds the amount actually accrued, the Principal's final paycheck shall be reduced accordingly. Upon written request to the District, not less than thirty (30) days in advance of the final pay day of the school year, the Principal may cash in any unused personal leave at the Principals current daily rate of pay. The Principal who has accumulated more than ten (10) days of personal leave at the conclusion of the work year shall have the excess days automatically cashed in at the daily rate on or before June 30.

2. Court

Leave shall be granted to the Principal who is obliged to be present in court, under an order of any court of competent jurisdiction, either as a witness or juror, but not as a plaintiff or defendant. The Principal shall promptly remit to the District any compensation received for court attendance while on court leave.

3. Sick

- a. Except as otherwise may be provided in this Article, the Principal shall be entitled to accrue and use sick leave as provided in the regulations of the Alaska Department of Education, 4 AAC 15.040. At the beginning of the work year, the Principal shall be pre-credited with the sick leave days anticipated to be accrued during the year. The value of pre-credited days in excess of accrual shall be deducted from the Principal's final paycheck upon termination. The Principal shall be responsible for notifying the immediate supervisor as far in advance of the use of sick leave as possible. A statement by an attending physician or health aide may be required for sick leave, at the discretion of the immediate supervisor or Superintendent.
- b. Sick leave may be used when the Principal is required to be absent from work due to illness, injury or other temporary disability (including maternity-related disability) and for necessary medical, dental, audio, vision and psychiatric examinations that cannot be scheduled outside of regular working hours. Necessary travel time to and from the nearest appropriate medical treatment relative to the above shall be chargeable to sick leave. Elective medical treatment that can be performed during vacations or when school is out for the summer without substantial detriment to the Principal, shall not be eligible for sick leave.
- c. Principals will be allowed membership into any existing District sick leave bank established for certificated personnel under the rules of said bank.
- d. Each school year, the Principal shall be granted up to seven (7) days, plus necessary travel time of sick leave (and personal leave), for:
 - (1) Death within the Principal's family. The family shall be limited to the Principal's spouse, child, legal ward, brother, sister, parent, grandchild, grandparent, child-in-law, brother-in-law, sister-in-law and parent-in-law; and for
 - (2) Serious illness or injury of a member of the Principal's family, as defined in (1) above (a statement by the attending physician regarding the illness or injury may be required by the District).

4. Temporary Military

The Principal who is a member of a reserve component of the U.S. Armed Forces or of the National Guard shall be granted temporary military leave on all days during which the Principal is ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction. Temporary military leave may not exceed sixteen and one-half (16-1/2) working days in any one calendar year. Temporary military leave shall be granted only upon the written request of the appropriate military authority stating the reasons why the service cannot be fulfilled outside of normal workdays. A copy of the request and the military orders shall be filed with the Superintendent prior to the commencement of leave. The Principal shall promptly remit to the District any salary received from the military for the leave period or the Principal may elect to retain the salary received from the military and be on non-compensated leave status with the District.

5. Professional/Administrative

Upon request, the Principal may be granted professional/administrative leave for participation in workshops, conferences or other activities as may be approved in writing by the Superintendent.

6. Sabbatical Leave

Sabbatical leave, as established in AS 14.20.280-.340 may be requested.

B. Non-Compensated Leaves

1. Medical

A Principal shall be granted a leave of absence without pay beyond accumulated sick leave, personal leave and any Sick Leave Bank entitlement for reasons of personal illness or injury up to one (1) full school year beyond the end of the school year during which the exhaustion of compensated leave occurs. If the Principal wishes to return at a time other than the start of the school year, written approval of the Superintendent must be obtained.

2. Personal

Upon written request to the Superintendent by the Principal stating the time period and reason for the leave, a leave of absence without pay may be granted for situations not described above.

ARTICLE XII. EVALUATION

Principals shall be evaluated in accordance with the procedures and instruments adopted by the Board. Any amendments to the evaluation procedures and/or instruments shall occur in accordance with applicable regulations of the Alaska Department of Education. The District shall meet and confer with the Association prior to the implementation of any such amendments.

ARTICLE XIII. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: shall mean an alleged violation (including misinterpretation or misapplication) of any of the provisions of this Agreement.
2. Grievant: shall mean the Principal, Principals or the Association making the claim.
3. Party in Interest: shall mean the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of the Grievance Procedure shall be to secure, at the lowest possible administrative level, a confidential and equitable solution to a grievance.

C. General Provisions

1. The time limits as specified in the Grievance Procedure may be modified only by the prior written mutual agreement of the parties.
2. Prior to initiating a formal grievance at Level One, or Level Two if appropriate, the grievant shall communicate with the party who has allegedly violated this Agreement in a good faith effort to resolve the issue.
3. Beginning with Level One of the Grievance Procedure, the grievant, the party who has allegedly violated this Agreement, and the District shall be entitled to be represented by counsel, to present evidence and to call and cross-examine witnesses at grievance hearings.
4. Beginning with Level One of the Grievance Procedure, the grievant, witnesses and an Association representative shall be permitted to participate in a grievance hearing, if held during working hours, without loss of compensation.
5. Beginning with Level One of the Grievance Procedure, hearing decisions shall be in writing setting forth the reasons for the decision and shall be delivered to the grievant or Association within the time period as provided at each Level of the Grievance Procedure.
6. Upon written request, the parties shall make available to each other, all pertinent non-confidential information in its possession or control.

7. A formal grievance shall be delivered not later than thirty (30) days from the date that the grievant knew, or should have known, about the alleged violation of this Agreement, or the grievance shall have been waived. If at subsequent levels the grievant fails to adhere to a time limit, the grievance shall have been waived. If the District fails to respond in a timely manner, the grievant may proceed to the next level.
8. The formal grievance shall be in writing, signed by the grievant and shall set forth with reasonable specificity the factual basis for the grievance and the specific provision or provisions of this Agreement alleged to have been violated or misapplied. The appeal of a grievance decision shall state with reasonable factual specificity the reason(s) for the appeal and shall include a copy of the original grievance decisions, and any prior grievance appeal(s). Forms for the purpose of filing and appealing grievances are attached to this Negotiated Agreement as Exhibits 1A, 1B and 1C.
9. No reprisals shall be taken against any Principal because of the Principal's legitimate participation in the Grievance Procedure.
10. The District shall record all grievance hearings and shall provide a copy of the recording upon written request to the grievant and/or the Association for cost. The grievant or the Association may record the hearings independently of the District.
11. The records and documents related to the processing of a grievance shall be maintained in a file separate from the Principal's official Personnel File.
12. In the event that the grievant is not the Association, or is not represented by the Association, the District shall promptly provide to the Association President a copy of all documents of record pursuant to the processing of the grievance. The Association shall indemnify and hold the District harmless for any liability to which the District may be held as a result of this paragraph. Furthermore, at any hearing beyond Level One, an Association representative shall be permitted to be present and the Association President shall be notified of the hearing at the same time as the grievant.

D. Procedure

1. Level One

- a. In the event that the informal communication with the party who has allegedly violated this Agreement fails to resolve the issue, the grievant may file the formal grievance with the immediate supervisor as provided in this Article above. If the immediate supervisor is the Superintendent, or if the Superintendent or the Board is the party who has allegedly violated this Agreement, the grievant shall file the grievance initially with the Superintendent at Level Two.
 - b. The party with whom the grievance is filed shall schedule a hearing to be held within five (5) working days of receipt of the grievance and shall notify the grievant not less than two (2) working days in advance as to the time and place of the hearing.
 - c. The hearing decision shall be delivered within five (5) working days of the date of the hearing.
2. Level Two
- a. If the grievant is not satisfied with the Level One decision or if the decision is not delivered within five (5) working days of the date of the hearing, the grievant may appeal to Level Two.
 - b. Such appeal shall be delivered in writing to the Superintendent within fourteen (14) working days of receipt of the decision or within twenty (20) working days of the date of the hearing if no decision has been received.
 - c. Upon receipt of the grievance or the Level Two appeal as provided in this Article above, the Superintendent shall schedule a hearing to be held within ten (10) working days and shall notify the grievant not less than three (3) working days in advance as to the time and place of the hearing.
3. Level Three
- a. If the Association is not satisfied with the Level Two hearing decision or if the decision is not delivered within the time period as provided in this Article, the Association may appeal to Level Three. Such appeal shall be delivered in writing to the Superintendent within eighteen (18) working days of the receipt of the decision, or within twenty-eight (28) working days of the date of the hearing, if no decision has been reached.

- b. Not later than five (5) working days after the receipt of a Level Three grievance appeal, the Superintendent and the Association President shall communicate to select an arbitrator. If the arbitrator is not selected within three (3) days, either party may request that the American Arbitration Association, pursuant to its rules and procedures, assist the parties in selecting an arbitrator.
- c. Upon the selection of the arbitrator, the arbitrator shall schedule the arbitration proceeding to be held within thirty (30) working days and shall notify the Superintendent and the Association not less than fourteen (14) working days in advance as to the time and place of the proceeding.
- d. In the case of a dispute regarding the arbitrability of an alleged violation, the arbitrator shall first determine whether the action is arbitrable under the terms of this Agreement. If the grievance is determined to be arbitrable, the arbitrator shall then hear the merits of the grievance. If the arbitrator determines that the grievance is not arbitrable, the hearing shall be closed and the grievance dismissed. Nothing contained in this paragraph shall require the arbitrator to issue a bench decision regarding arbitrability if, in the arbitrator's judgment, the dispute requires additional briefing, evidence, research, consideration or clarification which may be required prior to the hearing on the merits, that may be forthcoming during the hearing, or that may be provided after the hearing through briefing. In any event, the arbitrator shall have sole discretion in determining whether to conduct the hearing on the merits at the same time as hearing arguments or testimony on the arbitrability dispute.
- e. No new testimony or new documentation may be placed before the arbitrator that was not introduced or referenced at Level Two or that was not provided to the Superintendent or to the Association at least ten (10) days prior to the arbitration hearing. This exclusionary rule shall not affect evidence requested under the provisions of Section C, 6 above, but not provided by the District. Furthermore, the exclusionary rule notwithstanding, the arbitrator, upon request, may allow testimony or documents to be entered into the record upon a showing by the requesting

party that unusual or unpredictable circumstances prevented the party from meeting its obligations under this paragraph.

- f. Except as may otherwise be provided in law or this Article, arbitration shall be conducted under the rules and procedures of the American Arbitration Association which shall adjudicate disputes concerning said rules and procedures and shall be subject to the provisions of the Alaska Uniform Arbitration Act.
- g. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms or provisions of this Agreement. Further, the arbitrator shall have no power to change any practice, policy or rule of the District except as may directly pertain to the grievance; however, this proscription shall not limit the arbitrator in fashioning a remedy designed to remove the need for additional grievances related to the same practice, policy or rule. In rendering the decision, the arbitrator shall give due regard to the rights, powers and responsibilities of the District under law and this Agreement and to the rights and privileges of the Principal(s) and the Association under law and this Agreement.
- h. The arbitrator shall deliver the written decision to the Association President and to the Superintendent within forty (40) days of the close of the hearing. The decision shall be binding upon the parties.
- i. The fees and expenses of the arbitrator shall be borne by the losing party.

ARTICLE XIV. SALARY

A. Salary Schedule

STEP	2005-06 SALARY	2006-07 SALARY	2007-08 SALARY
0	\$83,083	\$85,575	\$88,143
1	\$84,115	\$86,638	\$89,238
2	\$85,147	\$87,701	\$90,332
3	\$86,179	\$88,764	\$91,427
4	\$87,211	\$89,827	\$92,522
5	\$88,243	\$90,890	\$93,617
6	\$89,275	\$91,953	\$94,712
7	\$90,307	\$93,016	\$95,807
8	\$91,339	\$94,079	\$96,902
9	\$92,371	\$95,142	\$97,996
10	\$93,403	\$96,205	\$99,091

- B. Four Saturdays per work year may be counted as contract days as long as those days do not fall before, during or after a scheduled holiday or vacation. In addition, the Saturday and Sunday of the Region I-A Tournament may be counted as workdays if the Principal is in attendance.
- C. Assistant Principals shall be paid ninety-five per cent (95%) of the appropriate step of the above schedule. Principals at sites with fewer than fifty-five (55) students in grades K-12 will be paid ninety-seven point five per cent (97.5%) of the appropriate step of the above schedule, and the superintendent may require these principals to teach a portion of the day.
- D. Principals may bring in up to three (3) years of successful experience in an administrative position requiring a principal's certificate. In addition, any Northwest Arctic Borough School District experience in Director level positions requiring Alaska Type B certification will be credited when determining placement on the salary schedule. Principals shall work between 205 and 215 days as required by the Superintendent. The

per day rate shall be based upon the Principals salary as determined above, divided by 205.

ARTICLE XV. BENEFITS

A. Medical Insurance

The District shall provide health insurance for each Principal as per Article III, Section F of the Negotiated Agreement between the Northwest Arctic Borough School District and the Northwest Arctic Education Association.

B. Life and Accidental Death and Dismemberment Insurance

The District shall provide for each Principal, at no premium cost to the Principal, a term life insurance policy and an accidental death and dismemberment insurance policy, each in the face amount of \$100,000.

C. Professional Development

With prior approval by the Superintendent, the Principal shall be reimbursed up to \$1,500.00 for expenses of attendance at a professional conference that is greater than 1 day in length. In addition, for classes that have received prior approval by the Superintendent, the Principal shall be reimbursed up to \$500 per year for tuition expenses.

D. Designation of Principal Housing

1. At each site where the District provides housing, the Superintendent will designate a housing unit for the Principal. The unit will be designated from the current inventory of District provided houses. The designation can be changed at any time if additional housing units are added to the inventory. The designation can further be changed annually if a District provided unit becomes vacant and the Superintendent wishes to designate that unit for the Principal.

2. The Principal and teacher(s) at a site may agree to switch units so that the teacher(s) will be residing in the unit designated for the Principal. In that event, the teacher(s) occupying the unit designated for the Principal shall have no right to continue occupancy of that unit for the next school year. Rather, the teacher(s) shall be entitled to re-occupy the unit that was switched with the Principal.

E. Rents

Rental rates for District housing shall be established annually by the Superintendent. Rents shall be paid on a monthly basis via payroll deduction.

F. Lease

The Principal occupying District housing and the District shall enter into an annual lease agreement.

ARTICLE XVI. ALCOHOL AND DRUG TESTING

A. Prohibited Substances

1. Illegal drugs and alcohol are defined in paragraph H of this article.

B. Testing Requirements

1. This article mandates drug and/or alcohol testing of principals in the District upon an articulation of reasonable suspicion of drug or alcohol use. However, this article shall not operate to the derogation of a federal or state mandate for other types of drug or alcohol testing.
2. “Reasonable suspicion” is defined as drug and/or alcohol testing based upon a belief that a principal is using or is under the influence of drugs and/or alcohol in the workplace, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;
 - b. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance;
 - c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
 - d. Evidence that a principal has tampered with a drug test during his/her employment with the District;
 - e. Information that a principal has caused, or contributed to an accident at work;
 - f. Evidence that a principal is involved in the use, possession, sale, solicitation, or transfer of drugs while acting in the scope of his/her employment or upon District premises.
 - g. Possession of equipment or paraphernalia pertaining to alcohol or illegal drug use by a principal on District premises.

3. The District shall ensure that at least one designated supervisor receives 60 minutes of training on alcohol misuse and at least an additional 60 minutes of training on the use of controlled substances. This training will be used to determine whether reasonable suspicion exists to require a principal to undergo testing.
4. Where practicable, an articulation of reasonable suspicion shall be based upon the observation of an individual by two persons acting in a supervisory capacity in relation to the principal who have received drug and alcohol impairment recognition training. However, the observation of one trained supervisor is adequate to determine impairment.
5. Upon a determination of reasonable suspicion, the trained supervisor shall fill out a reasonable suspicion for drug/alcohol testing determination form. The supervisor shall then, as soon as safely possible, escort the principal to the designated testing site.
6. The District shall pay all actual costs of drug testing, including reasonable transportation costs.

C. Testing Methods and Collection Procedures

1. The District or District designee shall designate a drug/alcohol testing/collection site.
2. Testing Procedures For Alcohol
 - a. Any individual chosen to test for alcohol impairment shall be trained in the operation of the evidential breath testing device (EBT) he or she is using by the EBT manufacturer or the manufacturer's representative and receive training certification from the manufacturer or the manufacturer's representative in writing and be familiar with this proposal. This person shall be designated as the breath alcohol technician (BAT). The EBT device for testing in this proposal may be any EBT approved for use by state or federal law enforcement agencies. The BAT conducting the test is responsible for documenting the results of the test and explaining the testing procedure to the principal who is to be tested. Additionally, the BAT will be trained to recognize adulteration of the sample, if applicable,

and sign a statement that clearly states that the BAT will hold all information related to any phase of an alcohol test confidential.

- b. The BAT must provide the principal with a sealed mouthpiece which the BAT shall open in the principal's presence. The BAT shall also show the principal the result displayed on the EBT and immediately inform the principal if he or she is under the influence of alcohol.
- c. If the screening test yields a positive result, the BAT shall perform a confirmation test. The BAT shall wait a minimum of fifteen minutes between tests. The BAT shall use a new mouthpiece for the confirmation test and ensure that the EBT registers a 0.00 calibration on an air blank before conducting the test. If the EBT registers greater than 0.00, the BAT shall conduct more than one air blank. If the reading is still greater than 0.00, the BAT may not use that EBT and must use an alternative device. After the confirmation test, the BAT shall explain to the principal the results of the confirmation test.
- d. After alcohol testing, the supervisor who accompanied the principal to the test shall either drive the principal back to work in the event of a negative test, or to the principal's home in the event of a positive test.

3. Testing Procedures For Drugs

- a. Any individual chosen to collect urine samples under this proposal shall be trained in proper collection methods to ensure privacy, accuracy and to allow the test to be conducted with the least intrusiveness to the person presenting the sample. The District shall designate a certain area as the collection site. This area shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory. The District may designate a community health clinic for this site. In areas with a hospital, the District will use the community hospital as the drug testing site and arrange for all drug testing to be conducted through the hospital after assurances that the hospital is capable of complying with the standards for testing set forth herein.

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

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

- j. Upon receipt of the test, the laboratory will divide the sample in half. If the first test yields a negative result, the second half of the sample will be discarded. If the test yields a positive result, the second half of the sample will be tested to verify the result. Unless both halves of the sample yield positive results, the test will be considered a negative test.
- k. The testing laboratory shall perform an initial screening test which meets the requirements of the Food and Drug Administration. A positive test result will be confirmed by using gas chromatography/mass spectrometry (GC/MS) techniques. All confirmations shall be by quantitative analysis and must be reviewed by a medical doctor or doctor of osteopathy.
- l. The physician or osteopath shall: (1) contact the principal within 48 hours and offer an opportunity to discuss the confirming test result; (2) interpret and evaluate the positive drug test result; and (3) report test results caused by prescription medicine as negative.
- m. The testing laboratory shall report the results of the test to the Program Administrator after the confirmation test has been performed and the principal has been contacted.
- n. After drug testing, the supervisor who accompanied the principal to the test shall either drive the principal back to work or to the principal’s home based upon a determination of impairment.

D. Principal Rights

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

2. A principal shall have the right, upon his or her request, to explain in a confidential setting, a positive test result. This request must be in writing and be within ten days after the principal has been notified of a positive test result. This request must be honored by the District within 72 hours or before the employer takes any adverse employment action.
3. For the purposes of this article, suspension with pay is not considered an adverse employment action.
4. All time spent by a principal being tested for a drug and/or alcohol violation under this article shall be considered compensatory time. Additionally, a principal who is sent home pending test results shall be considered temporarily suspended with pay.

E. Refusal To Be Tested

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

F. Disciplinary Action

1. The District may take appropriate adverse employment action under these proposals based upon a positive drug or alcohol test.

G. Confidentiality

1. The District recognizes that the results of a drug and alcohol test will be considered medical records and held confidential to the extent permitted by law.

The District will limit disclosure of information acquired in a drug and alcohol test, including the positive and negative results, to the following individuals unless the principal consents in writing to other disclosures: (1) the principal; (2) the Program Administrator; (3) the principal's supervisor and other management officials with a need to know; (4) collection site personnel; (5) the laboratory medical review officer; (6) the principal assistance counselor or other rehabilitation personnel if the principal seeks or is required to use such service for continued employment.

H. Definitions

1. Alcohol - Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. Alcohol Concentration (or Content) - Alcohol concentration or content means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
3. Alcohol Use - Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
4. Collection Site Person - Collection site person is an individual authorized by the District to collect samples in accordance with this program.
5. Confirmation Test for Alcohol - A second test, following an initial test, with a result of .04 or greater, that provides quantitative data of alcohol concentration.
6. Confirmation Test for Drugs - A confirmation test for drugs means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
7. Controlled Substances - Marijuana, cocaine and cocaine derivatives, opiates, amphetamines and phencyclidine, among others proscribed by state law at AS 11.71 et seq., are presently considered controlled substances for the purposes of this proposal. However, should the state of Alaska proscribe the possession and

consumption of other similar substances by statute or proposal, those substances would automatically be considered controlled substances for the purposes of this proposal.

8. Custody and Control Form - A custody and control form is a form that accompanies the urine specimen to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to its final disposition.
9. Failing an Alcohol Test - Failing an alcohol test shall be defined as a principal having a higher alcohol concentration than .04 at the time of testing.
10. Failing a Drug Test - Failing a drug test shall mean that the test results show positive evidence of the presence of a prohibitive drug or drug metabolite in a principal's system in amounts that exceed cutoff levels.
11. Screening Test for Alcohol - A screening test for alcohol shall be considered an analytical procedure to determine whether an individual may have a prohibited amount of alcohol in his or her system.
12. Screening Test for Drugs – A screening test for drugs shall be considered an immunoassay screen to eliminate “negative” urine specimens from further consideration.