



# LAWS OF ALASKA

1996

**Source**  
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**Chapter No.**  
31

## AN ACT

Relating to employment of teachers and school administrators and to public school collective bargaining; and providing for an effective date.

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**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

THE ACT FOLLOWS ON PAGE 1

**Approved by the Governor:** May 18, 1996

**Actual Effective Date:** Section 4 takes effect July 1, 1997; remainder of Act takes effect August 16, 1996

AN ACT

1 Relating to employment of teachers and school administrators and to public school collective  
2 bargaining; and providing for an effective date.

3

4 \* Section 1. AS 14.20.140 is amended to read:

5 Sec. 14.20.140. NOTIFICATION OF NONRETENTION. (a) If a teacher who  
6 has acquired tenure rights is to be laid off under AS 14.20.177 or is not to be  
7 retained for the following school year, the employer shall notify the teacher of the  
8 layoff or nonretention by writing, delivered before March 16, or by registered mail  
9 postmarked before March 16.

10 (b) If a teacher who has not acquired tenure rights is to be laid off under  
11 AS 14.20.177 or is not to be retained for the following school year the employer shall  
12 notify the teacher of the layoff or nonretention by writing delivered on or before the  
13 last day of the school term or by registered mail postmarked on or before the last day  
14 of the school term.

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1 (c) Notwithstanding a teacher's right to continued employment under  
2 AS 23.10.500 - 23.10.550, a school district may notify a teacher of layoff or  
3 nonretention under this section for the following school year for a permissible reason.

4 \* Sec. 2. AS 14.20.145 is amended to read:

5 Sec. 14.20.145. AUTOMATIC REEMPLOYMENT. If notification of  
6 nonretention or layoff is not given according to AS 14.20.140, a teacher is entitled to  
7 be reemployed in the same district for the following school year on the contract terms  
8 the teacher and the employer may agree upon, or, if no terms are agreed upon, the  
9 provisions of the previous contract are continued for the following school year, subject  
10 to AS 14.20.158. Except as provided in AS 14.20.177(e), the [THE] right to  
11 automatic reemployment under [BE REEMPLOYED ACCORDING TO] this section  
12 expires if the teacher does not accept reemployment within 30 days after the date on  
13 which the teacher receives a contract of reemployment. A teacher who is on family  
14 leave under AS 23.10.500 - 23.10.550 must comply with the 30-day deadline in this  
15 section to retain the teacher's reemployment rights under this section.

16 \* Sec. 3. AS 14.20.147(b) is amended to read:

17 (b) When a school operated by a federal agency is transferred to or absorbed  
18 into a new or existing school district, the teachers shall also be transferred if mutually  
19 agreed by the teacher or teachers and the school board of the new or existing district.  
20 A teacher transferred from a federal agency school that [, WHICH] does not have an  
21 official salary schedule or teacher tenure in the same manner as a public school district  
22 in the state [,] shall be placed on a position on the salary schedule of the absorbing  
23 district; the salary may not be less than the teacher would have received in the federal  
24 agency school. If the teacher taught three [TWO] or more years in the federal agency  
25 school and, at the time of transfer, had a valid Alaska teaching certificate, that teacher  
26 shall be placed on tenure in the absorbing district.

27 \* Sec. 4. AS 14.20 is amended by adding a new section to read:

28 Sec. 14.20.149. EMPLOYEE EVALUATION. (a) A school board shall adopt  
29 by July 1, 1997, a certificated employee evaluation system for evaluation and  
30 improvement of the performance of the district's teachers and administrators. The  
31 evaluation system applies to all the district's certificated employees except the

1 district's superintendent. A school board shall consider information from students,  
2 parents, community members, classroom teachers, affected collective bargaining units,  
3 and administrators in the design and periodic review of the district's certificated  
4 employee evaluation system. An evaluation of a certificated employee under this  
5 section must be based on observation of the employee in the employee's workplace.

6 (b) The certificated employee evaluation system must

7 (1) establish district performance standards for the district's teachers  
8 and administrators that are based on professional performance standards adopted by the  
9 department by regulation;

10 (2) require at least two observations for the evaluation of each  
11 nontenured teacher in the district each school year;

12 (3) require at least an annual evaluation of each tenured teacher in the  
13 district who met the district performance standards during the previous school year;

14 (4) permit the district to limit its evaluations of tenured teachers who  
15 have consistently exceeded the district performance standards to one evaluation every  
16 two school years;

17 (5) require the school district to perform an annual evaluation for each  
18 administrator;

19 (6) require the school district to prepare and implement a plan of  
20 improvement for a teacher or administrator whose performance did not meet the  
21 district performance standards, except if the teacher's or administrator's performance  
22 warrants immediate dismissal under AS 14.20.170(a); and

23 (7) provide an opportunity for students, parents, community members,  
24 teachers, and administrators to provide information on the performance of the teacher  
25 or administrator who is the subject of the evaluation to the evaluating administrator.

26 (c) A person may not conduct an evaluation under this section unless the  
27 person holds a type B certificate or is a site administrator under the supervision of a  
28 person with a type B certificate, is employed by the school district as an administrator,  
29 and has completed training in the use of the school district's teacher evaluation system.

30 (d) Once each school year, a school district shall offer in-service training to  
31 the certificated employees who are subject to the evaluation system. The training must

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1 address the procedures of the evaluation system, the standards that the district uses in  
2 evaluating the performance of teachers and administrators, and other information that  
3 the district considers helpful.

4 (e) A school district shall provide a tenured teacher whose performance, after  
5 evaluation, did not meet the district performance standards with a plan of  
6 improvement. The evaluating administrator shall consult with the tenured teacher in  
7 setting clear, specific performance expectations to be included in the plan of  
8 improvement. The plan of improvement must address ways in which the tenured  
9 teacher's performance can be improved and shall last for not less than 90 workdays  
10 and not more than 180 workdays unless the minimum time is shortened by agreement  
11 between the evaluating administrator and the teacher. The plan of improvement shall  
12 be based on the professional performance standards outlined in the locally adopted  
13 school district evaluation procedure. The school district must observe the teacher at  
14 least twice during the course of the plan. If, at the conclusion of the plan of  
15 improvement, the tenured teacher's performance again does not meet the district  
16 performance standards, the district may nonretain the teacher under  
17 AS 14.20.175(b)(1).

18 (f) A school district may place an administrator who has previously acquired  
19 tenure, whose performance, including performance as an evaluator under the district's  
20 certificated employee evaluation system, does not meet the district performance  
21 standards on a plan of improvement. The plan must address ways in which the  
22 administrator's performance can be improved and shall last for not less than 90  
23 workdays and not more than 210 workdays unless the minimum time is shortened by  
24 agreement between the evaluating administrator and the administrator being evaluated.  
25 The school district must observe the administrator being evaluated at least twice during  
26 the course of the plan. If, at the conclusion of the plan of improvement, the  
27 administrator's performance again does not meet the district performance standards,  
28 the district may terminate its employment contract with the administrator. This  
29 subsection does not restrict the right of a school district to reassign an administrator  
30 to a teaching position consistent with the terms of an applicable collective bargaining  
31 agreement.

1 (g) The department may request copies of each school district's certificated  
2 employee evaluation system and changes the district makes to the systems.

3 (h) Information provided to a school district under the school district's  
4 certificated employee evaluation system concerning the performance of an individual  
5 being evaluated under the system is not a public record and is not subject to disclosure  
6 under AS 09.25. However, the individual who is the subject of the evaluation is  
7 entitled to a copy of the information and may waive the confidentiality provisions of  
8 this subsection concerning the information.

9 \* Sec. 5. AS 14.20.150 is repealed and reenacted to read:

10 Sec. 14.20.150. ACQUISITION OF TENURE RIGHTS. (a) Except as  
11 provided in (c) or (d) of this section, a teacher acquires tenure rights in a district when  
12 the teacher

13 (1) possesses a valid teaching certificate that authorizes the teacher to  
14 be employed as a certificated teacher or as an administrator under regulations adopted  
15 by the department;

16 (2) has been employed as a teacher in the same district continuously  
17 for three full school years;

18 (3) receives, in the third year of any three-year period of continuous  
19 employment with the district, an evaluation under the district's evaluation system  
20 stating that the teacher's performance meets the district performance standards; and

21 (4) on or before October 15 of the school year,

22 (A) accepts a contract for employment as a teacher in the  
23 district for a fourth consecutive school year; and

24 (B) performs a day of teaching services in the district during  
25 that school year.

26 (b) In this section, a full school year of employment means employment that  
27 begins on or before the first student count day required by the department in a school  
28 year or October 15, whichever occurs first, and continues through the remainder of the  
29 school year.

30 (c) A superintendent may not acquire or maintain tenure in a district.

31 (d) A teacher who has acquired tenure in a school district in the state and who

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1 loses tenure in the district because of a break in service may acquire tenure in that  
2 school district or another school district under this subsection if the break in service  
3 was not the result of a dismissal under AS 14.20.170 or nonretention under  
4 AS 14.20.175 and did not last longer than one year. A break in service that begins on  
5 or after the last day of a school district's instructional days for a school year but before  
6 the first instructional day of the next school year will be considered to have lasted no  
7 longer than one year if the teacher is employed on the first instructional day of the  
8 school year that begins more than 12 but not more than 16 months after the beginning  
9 of the break in service. A previously tenured teacher acquires tenure in a school  
10 district under this subsection when the teacher

11 (1) possesses a valid teaching certificate that authorizes the teacher to  
12 be employed as a certificated teacher or as an administrator under regulations adopted  
13 by the department;

14 (2) has been employed as a teacher in the district continuously for one  
15 full school year after a break in service that does not exceed the time limits set out in  
16 this subsection;

17 (3) receives, under the district's evaluation system, an acceptable  
18 evaluation from the district; and

19 (4) on or before October 15 of the school year,

20 (A) accepts a contract for employment as a teacher in the district  
21 for a second consecutive school year; and

22 (B) performs a day of teaching services in the district during  
23 that school year.

24 \* Sec. 6. AS 14.20.155(a) is amended to read:

25 (a) Except as otherwise provided in this chapter, a [A] teacher who has  
26 acquired tenure rights has the right to employment within the district during continuous  
27 service.

28 \* Sec. 7. AS 14.20.160 is amended to read:

29 Sec. 14.20.160. LOSS OF TENURE RIGHTS. Tenure rights are lost when the  
30 teacher's employment in the district is interrupted or terminated. However, a teacher  
31 on layoff status does not lose tenure rights during the period of layoff except as

1 provided under AS 14.20.177.

2 \* Sec. 8. AS 14.20.170 is amended by adding a new subsection to read:

3 (c) A teacher who is dismissed under this section is not entitled to a plan of  
4 improvement under AS 14.20.149.

5 \* Sec. 9. AS 14.20.175(b) is amended to read:

6 (b) A teacher who has acquired tenure rights is subject to nonretention for the  
7 following school year only for the following causes:

8 (1) the school district demonstrates that

9 (A) the district has fully complied with the requirements of  
10 AS 14.20.149 with respect to the tenured teacher;

11 (B) the teacher's performance, after completion of the plan  
12 of improvement, failed to meet the performance objectives set out in the  
13 plan; and

14 (C) the evaluation of the teacher established that the teacher  
15 does not meet the district performance standards [INCOMPETENCY,  
16 WHICH IS DEFINED AS THE INABILITY OR THE UNINTENTIONAL OR  
17 INTENTIONAL FAILURE TO PERFORM THE TEACHER'S CUSTOMARY  
18 TEACHING DUTIES IN A SATISFACTORY MANNER];

19 (2) immorality, which is defined as the commission of an act that,  
20 under the laws of the state, constitutes a crime involving moral turpitude; or

21 (3) substantial noncompliance with the school laws of the state, the  
22 regulations or bylaws of the department, the bylaws of the district, or the written rules  
23 of the superintendent [; OR

24 (4) A NECESSARY REDUCTION OF STAFF OCCASIONED BY A  
25 DECREASE IN SCHOOL ATTENDANCE].

26 \* Sec. 10. AS 14.20 is amended by adding a new section to read:

27 Sec. 14.20.177. REDUCTIONS IN FORCE. (a) A school district may  
28 implement a layoff plan under this section if it is necessary for the district to reduce  
29 the number of tenured teachers because

30 (1) school attendance in the district has decreased; or

31 (2) the basic need of the school district determined under

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1 AS 14.17.021(b) and adjusted under AS 14.17.225(b) decreases by three percent or  
2 more from the previous year.

3 (b) Before a school district lays off any tenured teacher, the school board shall  
4 adopt a layoff plan. The plan must identify academic and other programs that the  
5 district intends to maintain in implementing the layoff plan. The plan must also  
6 include procedures for layoff and recall of tenured teachers consistent with this section.

7 (c) Except as provided in this subsection, a school district may place a tenured  
8 teacher on layoff status only after the district has given notice of nonretention to all  
9 nontenured teachers. However, a school district may retain a nontenured teacher and  
10 place on layoff status a tenured teacher if there is no tenured teacher in the district  
11 who is qualified to replace the nontenured teacher. The school district shall comply  
12 with the notice requirements set out in AS 14.20.140 in placing a tenured or  
13 nontenured teacher on layoff status.

14 (d) For purposes of this section, a tenured teacher is considered qualified for  
15 a position if the position is in

16 (1) grades K - 8 and the teacher has an elementary endorsement;

17 (2) an established middle school and the teacher has

18 (A) an elementary endorsement;

19 (B) a middle school endorsement; or

20 (C) a secondary certificate with a subject area endorsement in  
21 the area of assignment in which the teacher filling the position will spend at  
22 least 40 percent of the teacher's time or the teacher has, within the five years  
23 immediately preceding the last date on which the teacher performed teaching  
24 services in the district before being laid off, received an evaluation stating that  
25 the teacher's performance in the subject or subjects meets the district  
26 performance standards; or

27 (3) grades 9 - 12 and the teacher has an endorsement for each subject  
28 area in which the teacher filling the position will spend at least 40 percent of the  
29 teacher's time or the teacher has, within the five years immediately preceding the last  
30 date on which the teacher performed teaching services in the district before being laid  
31 off, received an evaluation stating that the teacher's performance in the subject or

1 subjects meets the district performance standards.

2 (e) For a period of three years after layoff, a teacher is on layoff status and is  
3 entitled to a hiring preference in the district where the teacher had been employed.  
4 The hiring preference applies only to vacant teaching positions for which the teacher  
5 is qualified. If a teacher is offered a teaching position under this subsection and the  
6 teacher declines the offer or fails to accept it within 30 days, the teacher is no longer  
7 considered to be on layoff status and is no longer entitled to a hiring preference under  
8 this section unless the teacher declines the offer because the teacher is contractually  
9 obligated to provide professional services to another private or public educational  
10 program.

11 (f) Notwithstanding any provision of AS 23.40, the terms of a collective  
12 bargaining agreement entered into between a school district and a bargaining  
13 organization representing teachers on or after the effective date of this section may not  
14 be in conflict with the provisions of this section.

15 (g) A teacher on layoff status is not entitled to be reemployed under  
16 AS 14.20.145 and does not accrue leave. However, layoff status does not constitute  
17 a break in service for retaining tenure rights and accrued sick leave.

18 (h) In this section, "school district" or "district" means a city or borough  
19 school district or a regional educational attendance area.

20 \* Sec. 11. AS 14.20.180 is repealed and reenacted to read:

21 Sec. 14.20.180. PROCEDURES UPON NOTICE OF DISMISSAL OR  
22 NONRETENTION. (a) Before a teacher is dismissed, the employer shall give the  
23 teacher written notice of the proposed dismissal and a pretermination hearing. A  
24 pretermination hearing under this section must comport with the minimum  
25 requirements of due process, including an explanation of the employer's evidence and  
26 basis for the proposed dismissal and an opportunity for the teacher to respond. If,  
27 following a pretermination hearing, an employer determines that dismissal is  
28 appropriate, the employer shall provide written notice, including a statement of cause  
29 and a complete bill of particulars, of the decision. The dismissal is effective when the  
30 notice is delivered to the teacher.

31 (b) An employer that has decided to nonretain a tenured teacher shall provide

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1 the teacher with written notice, including a statement of cause and a complete bill of  
2 particulars. The notice must comply with AS 14.20.140(a).

3 (c) Within 15 days after receipt of a decision of dismissal under (a) of this  
4 section or nonretention under (b) of this section, a teacher may notify the employer in  
5 writing that the teacher is requesting a hearing before the school board under (d) of  
6 this section or that the teacher is invoking the grievance procedures under (e) of this  
7 section.

8 (d) Upon receipt of a request for a hearing, the employer shall immediately  
9 schedule a hearing and notify the teacher in writing of the date, time, and place of the  
10 hearing. The teacher may elect to have either a public or a private hearing, and to  
11 have the hearing under oath or affirmation. The parties have a right to be represented  
12 by counsel and to cross-examine witnesses. The teacher has the right to subpoena a  
13 person who has made statements that are used as a basis for the employer's decision  
14 to dismiss or nonretain. A written transcript, tape, or similar recording of the  
15 proceedings shall be kept. A copy of the recording shall be furnished to the teacher,  
16 for cost, upon request of the teacher. A decision of the school board requires a  
17 majority vote of the membership, by roll call. The board's decision shall be in writing  
18 and must contain specific findings of fact and conclusions of law. A copy of the  
19 decision shall be furnished to the teacher within 10 days after the date of the decision.  
20 If the school board sustains the dismissal or nonretention, the teacher may appeal the  
21 decision to the superior court for judicial review based on the administrative record.

22 (e) Upon receipt of a notice invoking the grievance procedures, the school  
23 board shall immediately schedule an informal hearing and notify the teacher in writing  
24 of the date, time, and place of the hearing. The hearing is for the purpose of  
25 reviewing the statement of cause and bill of particulars and not for the purpose of  
26 taking evidence. The teacher may choose whether the informal hearing is held in  
27 public or in private. A decision of the school board requires a majority vote of the  
28 membership, by roll call. The board's decision shall be in writing. The board shall  
29 promptly furnish a copy of the decision to the teacher. If the board sustains the  
30 dismissal or nonretention, the teacher may, within 15 days after receipt of the decision,  
31 give written notice to the school board and submit the matter to arbitration under the

1 rules of the American Arbitration Association. The decision of the arbitrator is final  
2 and binding on the school board, the teacher, and the bargaining organization  
3 representing the teacher, if any. If the school board and the teacher agree, they may  
4 waive the informal hearing under this subsection and submit the matter directly to  
5 arbitration.

6 \* Sec. 12. AS 14.20.215 is amended by adding a new paragraph to read:

7 (8) "district performance standards" means evaluation criteria for the  
8 district's teachers and administrators that are adopted by a school district under  
9 AS 14.20.149 and that are based on the professional performance standards adopted  
10 by the department.

11 \* Sec. 13. AS 23.40 is amended by adding a new section to read:

12 Sec. 23.40.235. PUBLIC INVOLVEMENT IN SCHOOL DISTRICT  
13 NEGOTIATIONS. Before beginning bargaining, the school board of a city or borough  
14 school district or a regional educational attendance area shall provide opportunities for  
15 public comment on the issues to be addressed in the collective bargaining process.  
16 Initial proposals, last-best-offer proposals, tentative agreements before ratification, and  
17 final agreements reached by the parties are public documents and are subject to  
18 inspection and copying under AS 09.25.110 - 09.25.140.

19 \* Sec. 14. AS 14.20.205 is repealed.

20 \* Sec. 15. APPLICABILITY TO INDIVIDUALS. The amendments to AS 14.20.147(b)  
21 and 14.20.150, made by secs. 3 and 5 of this Act, apply only to an individual

22 (1) first hired as a teacher by a school district or regional educational  
23 attendance area, including Mt. Edgecumbe High School, on or after the effective date of secs.  
24 3 and 5 of this Act; or

25 (2) rehired as a teacher by a school district or regional educational attendance  
26 area, including Mt. Edgecumbe High School, on or after the effective date of secs. 3 and 5  
27 of this Act and following an interruption in continuous service that resulted in

28 (A) a loss of tenure rights under AS 14.20.160; or

29 (B) failure to acquire tenure rights under AS 14.20.150.

30 \* Sec. 16. APPLICABILITY TO CONTRACTS. Nothing in a section of this Act affects  
31 a collective bargaining agreement in effect on the effective date of that section of this Act.

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- 1     \* Sec. 17. EFFECTIVE DATE FOR EMPLOYEE EVALUATIONS. Section 4 of this Act  
2 takes effect July 1, 1997.