

Kenai Peninsula Borough School District Board of Education Meeting Agenda

September 11, 2006 – 7:00 p.m.
Regular Meeting

Borough Administration Building
148 N. Binkley, Soldotna, Alaska

SCHOOL BOARD MEMBERS:

Mrs. Debra Mullins, President
Mrs. Sammy Crawford, Vice President
Ms. Sandra Wassilie, Clerk
Mr. Marty Anderson, Treasurer
Dr. Nels Anderson
Mrs. Debbie Brown
Mr. Bill Hatch
Mrs. Sunni Hilts
Ms. Liz Downing
Miss Kelly King, Student Representative

Worksessions

2:00 p.m. [Kenai Conversation](#) - *Vision*
2:30 p.m. [Board Participation in PERS](#) - *Accountability*
3:00 p.m. [Long Range Plan](#) - *Vision*
4:00 p.m. [Assessment Report](#) - *Accountability*
4:45 p.m. Negotiated Agreements ([KPEA](#)) ([KPESA](#))-
Structure
5:15 p.m. Cocurricular Survey Results - *Structure*

A-G-E-N-D-A

1. Opening Activities

- a. Call to Order
- b. Pledge of Allegiance/National Anthem/Alaska Flag Song
- c. Roll Call
- d. Approval of Agenda
- e. Approval of Minutes/[August 7, 2006](#)

2. Awards and Presentations – *Advocacy*

- a. Mrs. Colleen Sinnott, Tustumena Elementary Special Education Teacher

3. School Reports – *Accountability*

- a. Skyview High School – Mr. Randy Neill

4. Public Presentations (Items not on agenda, 3 minutes per speaker, 30 minutes aggregate)

5. Hearing of Delegations

6. Communications and Petitions

7. Advisory Committee, Site Councils and/or P.T.A., K.P.A.A., K.P.E.A., K.P.E.S.A., Borough Assembly

8. Superintendent's Report – *Accountability*

9. Reports – Accountability

- a. Financial Reports ([July](#)) ([August](#)) – Mrs. Douglas
- b. Board Reports
- c. Board Worksession Report

10. Action Items

a. Consent Agenda

- (1) Approval of [Budget Transfer](#) – Structure
- (2) Approval of [Revisions to AR 4112.4, Health Examinations](#) – Structure
- (3) Approval of [Revisions to AR 3343, Travel and Per Diem](#) – Structure
- (4) Approval of [Revisions to AR 6187, Charter Schools](#) – Structure
- (5) Approval of [Tenured Teacher Assignment](#) – Structure
- (6) Approval of [New Teacher Assignments](#) – Structure
- (7) Approval of [Nontenured Teacher Assignments](#) – Structure
- (8) Approval of [Request for Leave of Absence-Certified](#) – Structure
- (9) Approval of [Request for Leave of Absence-Support](#) – Structure

Administrative Services

- b. Approval of [Kenai Peninsula Education Association Negotiated Agreement](#) – Structure
- c. Approval of [Kenai Peninsula Education Support Association Negotiated Agreement](#) – Structure

Superintendent

- d. Approval of [AASB Core Resolutions](#) – Vision

11. First Reading of Policy Revisions

12. Public Presentations/Comments (Individuals are limited to three minutes each on the topic(s) listed below or on any topic.)

13. Board Comments (Individual Board member comments are limited to three minutes.)

14. Executive Session (If needed)

15. Adjourn

* * * * *

Copies of agenda items are available just prior to the meeting in the back of the room or visit our website at <http://www.kpbsd.k12.ak.us>.



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Office of Superintendent

Dr. Donna Peterson, Superintendent of Schools
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 714-8888 Fax (907) 262-9132

M E M O R A N D U M

DATE: September 1, 2006
TO: Members, Board of Education
FROM: Donna Peterson, Ed.D.
Superintendent of Schools
RE: Kenai Conversation

Attached please find the Kenai Conversation workplan. This topic became important for the Board during the spring discussion regarding space allocation for Kaleidoscope Charter School. During the September 11 worksession each Board member will be asked what he/she feels the outcome should be from the Kenai Conversation so please come prepared with your ideas. I'll share my thoughts about how the process could occur. I look forward to working with you as this project evolves.



KPBSD Administrative Duties Work Plan 2006-2007 School Year

Project:

Kenai Conversations

Person Responsible:

Donna Peterson

Timeline/Tasks:

August 2006: Superintendent meet with Kenai administrators regarding expectations and potential schedule

September 2006: Gather data regarding demographics, trends, scores, and research on transitions

October 2006: Superintendent brief Kenai City Council and site councils regarding process and input opportunities

November 2006 through February 2007: Presentations, conversations and gathering of input (key question: How do we assure that every Kenai student can reach his/her highest personal potential? - facilities, programs, and services)

March 2007: Report and recommendation to Board of Education for changes to Kenai delivery system including efficient and effective use of facilities and staff

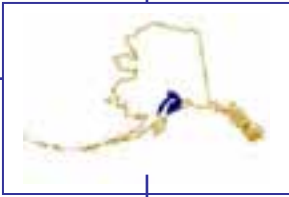
Questions/Concerns/Needs:

How do we separate the input for these conversations from the input necessary for the District Long Range Plan?

How can the story of the vibrant learning community of Nikiski North Star Elementary be used to transcend "the way we've always done it" tradition in Kenai?

Because of more opportunities (charter, alternative, and traditional) in the Kenai area a fragmentation appears to be occurring, how can this process be used to vertically align programs to increase student achievement?

Time Investment: 100+ hours



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Finance

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Email mdouglas@kpbsd.k12.ak.us

September 4, 2006

MEMORANDUM

TO: Board of Education
FROM: Melody Douglas, CFO *Melody Douglas*
SUBJECT: PERS for Elected Officials

Attached is information to assist the Board during the work session scheduled September 11, 2006 to discuss the Board withdrawing from the Public Employees Retirement System. These documents are:

- a recap on Estimated Organization Liability for Elected Officials in PERS prepared by Representative Seaton's office
- copy of KPBSD Resolution 00-01-9
- PERS Amendment Document for Elected Officials
- Peninsula Clarion article "Elected officials' pension benefits cost thousands"

Of the nine sitting Board Members, four (4) are vested in PERS, three (3) are not involved in PERS and two (2) are not vested.

The majority of the liability is generated from the medical benefit provided by PERS. Representative Seaton estimates this to be \$368,545, but it could range up to \$450,000 depending on the related variables per elected official retiring from PERS.

The defined benefit PERS system is designed for an employee and employer to each pay a retirement contribution rate designed to accumulate sufficient assets for an employee while working, to pay out over the retirement period. Board stipends are relatively low, therefore, the amount they pay into the system is relatively small. The District must make up the difference between the total cost of benefits and the amount a board member contributes.

Another element of consideration for this discussion is the potential of an elected official taking a regular salaried position for a PERS employer. When this happens the cost of pension benefits is apportioned strictly by the number of years of service at each employer. For example, if a board member served for 12 years (at a low stipend) then went to work for a PERS employer (at a high salary) for 4 years, the District would be liable for 75% (12/16) of the pension liability.

Please note that the District is liable for vested board members regardless of withdrawing from the PERS system.

Estimated Organization Liability for Elected Officials in PERS

Assumptions:

- Retirement for member begins in 2006.
- Medical costs are based on actuarial assumptions predicting medical costs to increase between 11 and 5% annually over the next 22 years.
- Benefits are based on retiring at age 60 and living to 82.
- Assumes contribution on member's behalf while they were an elected official is negligible.

ORGANIZATIONS'S LIABILITY:

Retiree is an elected official for 7 years and a regular PERS employee for 3 years. Benefits based on 10 years of service.

Post elected official position	High 3-year average salary (high 5 year average for Tier III)	Annual pension*	Organization's annual pension liability	Organization's pension liability over lifespan of retiree (22 years)	Total liability for medical over lifespan of retiree (22 years)***	Organization's liability for medical (22 years)	Organization's total liability
Entry level school janitor	26,496	5,299	3,709	81,607 33,600**	368,545	257,981	339,588
Beginning DOT grader operator	41,335	8,267	5,786	127,311 52,850**	368,545	257,981	385,292
Special Assistant to Governor	70,848	14,169	9,918	218,211 84,140**	368,545	257,981	476,192

*does not include annual automatic COLA at ¼ the Anchorage CPI, nor the additional 10% COLA if retiree lives in Alaska

**estimated present value at time of retirement

***actual liability may range up to \$450,000 depending upon variables

ORGANIZATION'S LIABILITY: 10 years only Organization council service. (For service starting after July 1, 2006 Tier IV applies)

Pre elected official position	High 3 year average salary	Annual pension *	Organization's annual pension liability	Organization's pension liability over lifespan of retiree (22 years)	Total liability for medical over lifespan of retiree (22 years)***	Organization's liability for medical (22 years)	Organization's total liability
Organization council only	600	3,000	3,000	66,000 25,000**	368,545	368,545	434,545

*minimum pension payment is \$25/month per year of service; does not include Automatic COLA at ¼ the Anchorage CPI, nor the additional 10% COLA if retiree lives in Alaska

**estimated present value at time of retirement

***actual liability may range up to \$450,000 depending upon variables

Estimated Organization Liability for Elected Officials in PERS

ORGANIZATION'S LIABILITY:

Retiree is a regular PERS employee for 15 years and an elected official for 5 years. Benefits based on 20 years of service.

Pre elected official position	High 3 year average salary (high 5 year average for Tier III)	Annual pension*	Organization's annual pension liability	Organization's pension liability over lifespan of retiree (22 years)	Total liability for medical over lifespan of retiree (22 years)***	Organization's liability for medical (22 years)	Organization's total liability
Head school janitor	47,000	21,150	5,287	116,325 59,815**	368,545	92,136	208,461
Senior DOT grader operator	55,500	24,975	6,243	137,362 70,632**	368,545	92,136	229,498
Special Assistant to governor	\$70,848	29,025	7,256	159,637 82,062**	368,545	92,136	251,773

*does not include annual automatic COLA at ¼ the Anchorage CPI, nor the additional 10% COLA if retiree lives in Alaska

**estimated present value at time of retirement

***actual liability may range up to \$450,000 depending upon variables

Tier I: 1/1/61 – 6/30/86

Tier II: 7/1/86 – 6/30/96

Tier III: 7/1/96 – 6/30/2006

Tier IV: 7/1/2006 on or after

Organizations = any organization of elected officials that are eligible for PERS membership, ie School Board, City Council or Borough Assembly.

Kenai Peninsula School District (190)

RESOLUTION NO. 00-01-9

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE **ELECTED OFFICIALS** OF **Kenai Peninsula School District (190)**, ALASKA AND ITS EMPLOYEES AND OFFICIALS IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF ALASKA AND THE PAYMENT OF THE REQUIRED PREMIUMS, PURSUANT TO AS 39.35 ET SEQ.

WHEREAS, the **Kenai Peninsula School District (190)** wishes to increase the fringe benefits of its employees by adoption of a retirement system; and

NOW, THEREFORE, BE IT RESOLVED BY THE **GOVERNING BODY** OF THE **Kenai Peninsula School District (190)** OF Soldotna, ALASKA, that

1. Pursuant to AS 39.35.550 et seq. the **GOVERNING BODY** of the **Kenai Peninsula School District (190)** hereby request permission to allow inclusion of **ELECTED OFFICIALS** in the Public Employees' Retirement System of Alaska.

2. The **Kenai Peninsula School District (190)** further requests that inclusion of **ELECTED OFFICIALS** in the Public Employees' Retirement System of Alaska be made effective August 20, 2000.

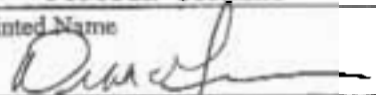
3. The representative of the **Kenai Peninsula School District (190)** is authorized and directed:

a. To take any and all steps necessary to enroll the **ELECTED OFFICIALS** in the Public Employees' Retirement System.

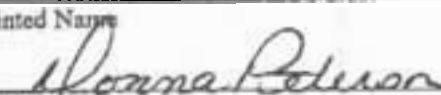
b. To initiate a Participation Agreement Amendment between the **Kenai Peninsula School District (190)**, and the State of Alaska, Department of Administration PASSED, APPROVED, AND ADOPTED BY THE

Kenai Peninsula School District (190) OF ~~Kenai~~ Soldotna, ALASKA THIS

8 day of January, 2001

ATTESTED: Deborah Germano
Printed Name

Signature

President
Title
1/8/01
Date

ATTESTED: Dr. Donna Peterson
Printed Name

Signature

Superintendent
Title
1/8/01
Date

CERTIFICATE

I, Sally Tachick, the duly appointed and qualified Board Secretary
(name) (title)

of the **Kenai Peninsula School District (190)**, do hereby certify that the attached Resolution No.

00-09-9, adopted at the Board Meeting meeting of the **Kenai**

Peninsula School District (190) held on January 8, 2001, is a true and correct copy of the original Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, and hereunto set my hand and the seal of said **Kenai Peninsula School**

District (190) this 8 day of January, 2001.



Sally E. Tachick
Board Secretary

Signature

Administrative Secretary
Title Supt./School Board



Public Employees' Retirement System

Division of Retirement and Benefits
 PO Box 110203
 Juneau, Alaska 99811-0203
 Phone: Juneau—(907) 465-4460, Anchorage—(907) 269-0333
 FAX: (907) 465-3086 or TDD: (907) 465-2805

Amendment & Etc
 JAN 16 2001
 Received

AMENDMENT DOCUMENT FOR ELECTED OFFICIALS

Include Donna Peterson

The **Kenai Peninsula School District (190)** wishes to Amend their Participation Agreement with the Public Employees' Retirement System (PERS) to **include** elected officials as a classification participating in the retirement system.

Deborah Germano
 Printed Name / /
 Signature: (Chairman of the Board, Council, or Assembly)

President
 Title
01, 08, 01
 Date

Dr. Donna Peterson
 Printed Name
 Signature: Donna Peterson (Mayor, Superintendent, or Manager)

Superintendent
 Title
1/8/01
 Date

Exclude

The **Kenai Peninsula School District (190)** no longer wishes to include elected officials in the PERS and chooses **not** to Amend their Participation Agreement to include elected officials at this time. We understand when elections are held in the future, elected officials will be removed (**exclude**) from the PERS, even if they are reelected in their current position. Newly elected officials will not be eligible for PERS membership.

 Printed Name
 Signature: (Chairman of the Board, Council, or Assembly)

 Title
 ____/____/____
 Date

 Printed Name
 Signature: (Mayor, Superintendent, or Manager)

 Title
 ____/____/____
 Date

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ed after
ounding

er in Cook Inlet on Feb. 2 has
city improvements, particular
assists for tankers, but some
ins are misguided.
Alaska Pilots Association have
to help boats dock and undock,
ots have performed again and
See TUGS, page A-2

Elected officials' pension benefits cost thousands

By PHIL HERMANEK
Peninsula Clarion

Most people naturally assume city and borough workers and school teachers get pretty good benefits as government employees, but not many know some of those same benefits are passed on to elected officials, as well.

The pension and retiree health insurance benefits for one official can cost more than \$400,000, based on actuarial assumptions — a large portion

of which are taxpayer dollars.

Although some opt out of the benefit plans, council, borough assembly and school board members are eligible to receive Public Employee Retirement System (PERS) pensions and retiree health insurance.

At a time when governments are struggling to meet PERS liabilities for their employees and leaving no stone unturned seeking ways to stretch budgets, some are starting to take a closer look at the benefits provided to elected officials.

Almost as quickly as Kenai Resolution 2006-02 hit the deck a couple of weeks ago, council member Michael Boyle yanked the provision, which would have excluded elected officials from participating in PERS.

Boyle explained he needed more time to study the impact of the resolution, and the city council agreed to give it more consideration closer to budget time this summer.

In a memo from Kenai
See PENSIONS, page A-3

...Pensions

Continued from page A-1

Finance Director Larry Semmens, the city's total liability for one elected public official who becomes vested in the plan after 10 years of service, retires and collects benefits for 22 years would be more than \$434,000, according to an analysis by state Rep. Paul Seaton.

A key point is that the person vests in PERS after 10 years of service.

Most elected officials are elected for one three-year term, but the 10 years can be a combination of service as an elected official or as an employee of a city, borough or school district that allows PERS participation. A person only receives one year of credit if working as a PERS-covered employee and serving in a PERS-covered office at the same time.

The cities of Homer and Seward have opted out of providing PERS benefits to elected officials — an option first allowed by the Legislature in 2000.

Also, some individuals have opted out, as did two of Soldotna's six city council members and a few from Kenai.

In and of itself, the pension benefit is not that damaging to city coffers, considering the formula for calculating it is based on salary and council members generally receive only a monthly stipend in the neigh-

borhood of \$50.

According to Seaton's analysis, if the council member served for 10 years at \$600 per year, he or she would be entitled to the minimum \$3,000 annual pension, or \$66,000 over the 22-year projected lifespan of the retiree.

The big ticket item, however, is retiree medical insurance.

If that same council member lives 22 years following retirement after serving 10 years, the total liability for medical benefits would be \$368,545.

Seaton says the total liability — \$434,545 for pension and health — is the liability of the organization.

A provision in Soldotna's city code, however, states: "A current or former elected official shall be solely responsible for all financial contributions required by PERS for retirement benefits."

Soldotna City Manager Tom Boedeker said the PERS contribution rate this year is 6.2 percent from employees and 14.7 percent from the city.

For council members, the total 20.9 percent is deducted from their pay.

The intent is that elected officials pay the employer-designated contribution portion as well as the amount the state says the employee must contribute.

In Kenai, according to Semmens' memo, the amount council members pay into the system is relatively small because they have a relatively small salary.

"The employer must make up the difference in the total cost of benefits and the amount the employee puts in," Semmens said.

Another aspect of PERS potentially raises the local government's liability even higher.

If a council member ever works for a PERS employer in a regular salaried position, the cost of the pension benefits are to be shared proportionately by the number of years of service at each employer, though the proportions are not exact.

In other words, if a council member served for 12 years, then went to work at a high salary for a PERS employer for four years, the city would be liable for 75 percent of the pension benefit.

According to Semmens, who is a member of the Alaska Retirement Management Board, beginning July 1, elected officials and local government employees who become eligible for PERS will be classified as "tier 4."

The PERS pension benefit for tier 4 participants is a defined contribution system, like a 401(k), Semmens said.

Semmens said the ARM board has been asked by the state Ways and Means Committee to come up with specific recommendations to solve the contribution shortfall problem.

He also said Seaton is "pushing to have every municipality opt out of PERS for elected officials."



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Office of Superintendent

Dr. Donna Peterson, Superintendent of Schools
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 714-8888 Fax (907) 262-9132

M E M O R A N D U M

DATE: August 16, 2006
TO: Members, Board of Education
FROM: Donna Peterson, Ed.D.
Superintendent of Schools
RE: Long Range Planning

How are we going to develop our long range plan? Should we start from the current plan or from scratch? How will we honor the work that is already completed and in progress at the school level? How will we obtain and process meaningful feedback from our communities? Will we facilitate the process ourselves or arrange for an outside person to do this? Is there a particular format that is more user-friendly for a plan? All of these questions are important. I believe the process of a long range plan may be as important as the outcome. To that end, a work session has been scheduled with the board to identify how we can accomplish the task at hand.

In an effort to share my best thinking at this time, I offer the following for the boards' consideration.

Assumptions:

- A long range plan makes a positive difference in a district by guiding and focusing human and material resources; the plan should be independent of particular personnel.
- A district long range plan should be a framework where individual schools have general direction, yet freedom to work toward the outcomes.
- The resulting plan should have both short and long term action items to attain the goals. If circumstances require a shift and rapid execution of new plans, the umbrella document should be capable of absorbing these changes.
- Depending on the option chosen for the process, it may be necessary to invite particular stakeholders to the table or into the review process to assure their "voice."

Possible Organization of the Plan Document:

- Develop a plan around the categories in our current long range plan. It divides items into two broad categories - programs and practices for students (with six subcategories), and personnel, facilities, relationships, and partnerships (with four subcategories). The current plan was developed based on three questions: Where are we now? Where do we want to go? How will we get there?
- Develop a plan around four general categories - organizational competence, organizational improvement, organizational agility, and organizational sustainability (taken from the Baldrige National Quality Program Education Criteria for Performance Excellence).
- Develop a plan around the categories expressed by the public over the last several years - keeping students safe, assuring they are well taught, having a respectful environment, and assuring individual “specialness.”
- Decide on a different model for organization based on feedback received in the brainstorming stages.

Development Process Options:

1. Borough Comprehensive Planning Model – Outside facilitator with yearlong community level and strand level (i.e. curriculum, partnerships) conversations compiled and then reviewed by administration.
2. 1993 KPBSD Strategic Plan Model – Outside facilitator several special strand groups with board participation with extensive work compiled and review by administration.
3. 2000 KPBSD Long Range Plan Model- Committee meetings website input opportunities review by board at several steps in the process little outside involvement.
4. Develop a process similar to principal selection process working with site councils and outside entities to educate and provide specific opportunities for feedback.
5. Select a geographic and stakeholder representative group to assist with review of current plan and suggestions for future (similar to district committee process).
6. Hire an outside facilitator and focus on a more defined process for planning in the education field...i.e. Baldrige Model, AASB process/facilitators.
7. Direct the superintendent and leadership team to update the current plan, provide opportunities for public review and input, and bring subsections to the board during worksessions for review and direction.
8. Work with student government groups at District middle and high schools to create a plan.
9. New ideas or combination of any of the above.

Worksession:

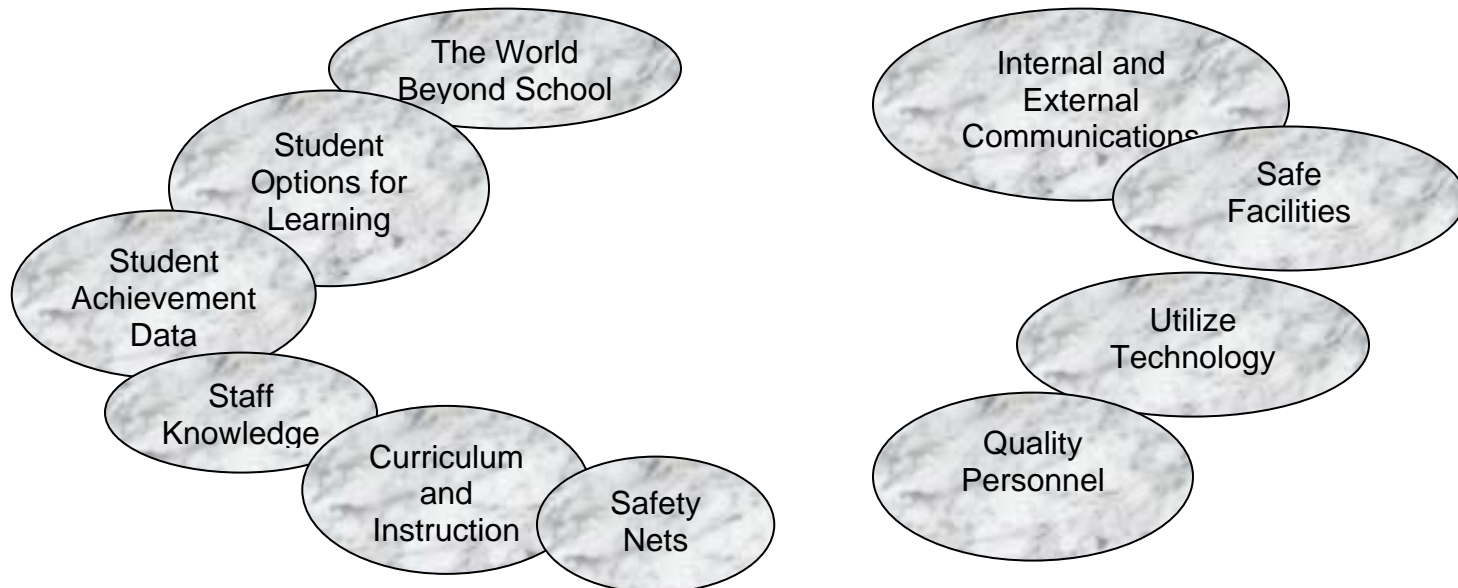
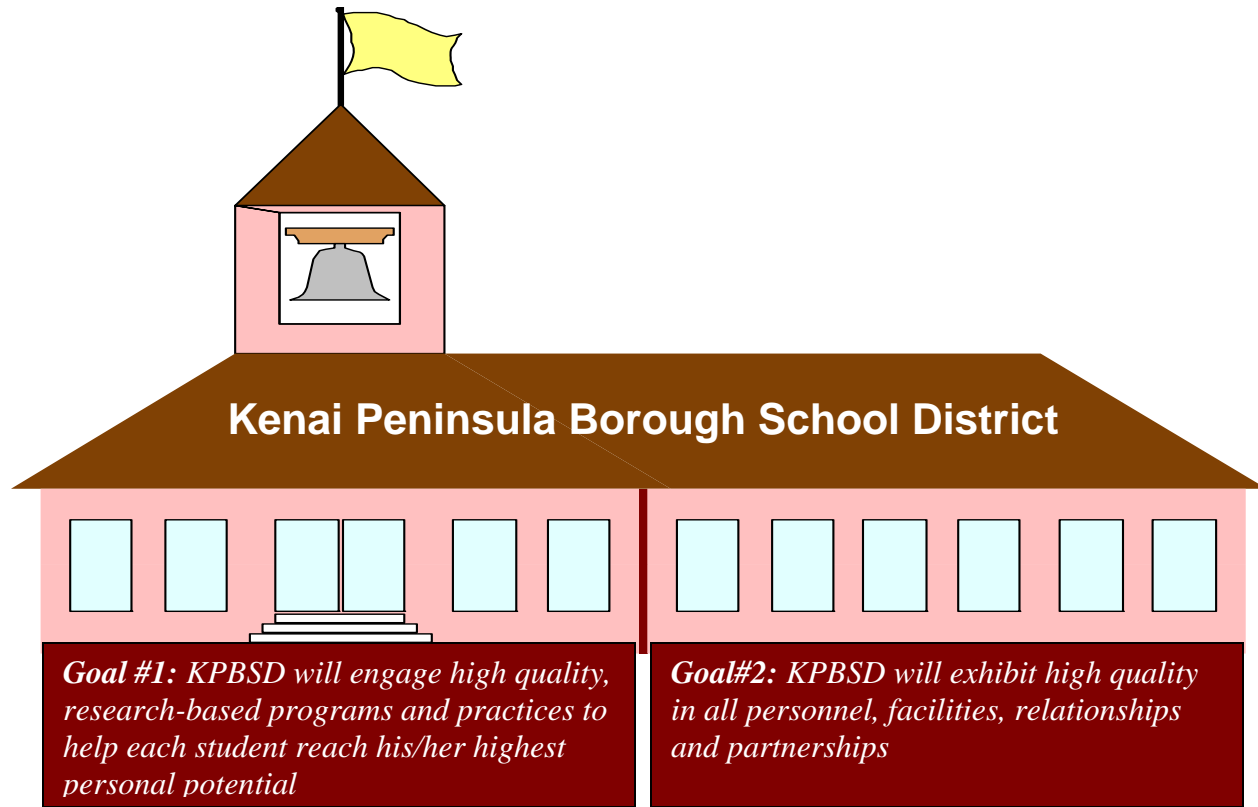
A worksession has been scheduled for September 11, 2006 to discuss next steps on the Board goal regarding developing a long range plan during this school year. This memo will serve as the starting point for the discussion. Samples of plans from districts around the country will be brought to the meeting.

Our goal is the same ...developing capable, connected, and contributing students. This task we are facing is not for the faint of heart, but if done correctly will be the blue print and legacy for students in the Kenai Peninsula Borough School District through the year 2012. I look forward to the conversation.

Attachments:

ERIC Digest Article on Strategic Planning (<http://www.ericdigests.org/pre-9213/planning.htm>)

Baldrige National Quality Program, Education Criteria for Performance Excellence (http://www.baldrige.nist.gov/PDF_files/2006_Education_Criteria.pdf) pages 5, 18, 19, 20



MISSION

The mission of the Kenai Peninsula Borough School District, in partnership with the richly diverse communities, is to develop creative, productive learners who demonstrate the skills, knowledge, and attitudes to meet life's challenges, by providing stimulating, integrated learning opportunities in a safe, supportive environment.

GUIDING PRINCIPLES

Our guiding principles consider the ideal educational experience for all students to be one in which:

- Each person can learn and be successful
- Learning becomes a lifelong process
- Each individual is recognized as unique, valuable and is treated with respect and dignity
- Prevention of academic difficulties is preferred to intervention
- Education is the accepted responsibility of the entire community
- The educational environment is physically and psychologically safe and healthy
- Cultural diversity is recognized and respected
- High standards and expectations are essential elements
- Change is embraced
- Decisions are student-centered, data-driven handmade collaboratively
- High quality programs and personnel are developed through district expertise and support
- Programs and practices support the mission and vision of the district

Long Range Plan Status Report – May 2004

#1 HIGH QUALITY PROGRAMS AND PRACTICES

CURRICULUM INSTRUCTION	2001-2003	2003-2004	2004-2006
Grades K-2 focus on literacy	DIBELS/CBM for all	Project GRAD for small schools	Center training Intervention programs for fluency
Grades 3-5 focus on math	Title Plans w/ math focus	Math revision, alignment	Math training
Grades 6-8 focus on science and social studies	Social studies specialist	Science specialist	
Grades 9-12 comprehensive focus	Curriculum mapping training		Four year plans formalized
Skills in literacy, math, social studies, science		8th grade S.S. exam	K-12 math solution
Vocational opportunities	Vocational task force		Distance delivery
Arts opportunities	Elementary specialist	Artist In Residence	
Civics/Ethics instruction	Ethics in technology	Curriculum revision	Curriculum implementation
Health/Physical education courses	Health curriculum revision		PE curriculum revision
World Language instruction		Curriculum revision	
Technology instruction		Science/tech specialist	Elementary tech curriculum
Advanced placement course offerings			Distance delivery

USE DATA EFFECTIVELY	2001-2003	2003-2004	2004-2006
Communicate academic rigor at all levels	Social studies	Science	Math
Utilize early assessment developmental profile	All – K: School dev. Profile		AIMS web
Consistent yr to yr assessment data to chart progress	K-3 District analysis	Test Mate clarity reports	QSP reports
Standards-based reporting of student performance	Develop K report card	Develop grades 1-2	Develop grades 3-6
Skills and knowledge before moving to the next level	Retention list review	Retell (DIBELS) added	DIBELS - AIMSWEB
Technological access to student achievement data		Edline, mail results	Expand Edline
Clear language regarding student achievement data		AYP puzzle	Improvement plans aligned

PROFESSIONAL DEVELOPMENT	2001-2003	2003-2004	2004-2006
Instructional collaboration within/between schools	Curriculum mapping	300 Shared maps	Homeroom.com
Professional development following curriculum adoption	Social studies specialist	Science specialist	Math training
Training/mentoring in student-centered instruction	Multiage training	Center-based training	Elementary coaches

EXPAND OPTIONS	2001-2003	2003-2004	2004-2006
Distance delivery courses		Alaska Online	Common schedules, video
Arrange vocational opportunities through partnerships	Homer vocational cert.		Tech Prep/WNC
Additional dual credit classes with local colleges		Offered w/in school day	Continue but outside day
Connections coursework available for all students	Aligned w/state standards	181 Courses	"Free" regular option
Provide extended learning for kindergarten students	Overlap schedule	Teacher training	Inservice: Kindergarten teachers
Provide after school and summer programs	650 Students, 11 sites	650 Students, 11 sites	600 students at 11 sites
Alternative school structures, options, and schedules		Boundaries more open	Choice encouraged

"SAFETY NETS"	2001-2003	2003-2004	2004-2006
Optimum class size -implementing best practices	Comprehensive schools	Title II	Staffing formulas revised
Further develop instructional/ curricular "safety nets"	Change in use of Title I	Character Counts	Response to intervention
Recognize the strengths of each student			Differentiated training
Foster quality student/teacher relationships		Observation by supt.	Best practices reinforced
Every student has an identified advocate		Aspirations – 8 schools	Advisory central peninsula high schools
Time for intervention teams and collaboration	Project RIDE training		Intervention revisited
Student government, youth court, mediation,etc.	Youth court at WHE	Student Gov. Handbook	
Cocurricular activities/ academic competitions		Funding Task Force	6 districtwide academic competitions held
Create/implement healthy lifestyles curriculum	Health curriculum		Wellness policy Community Action Coalition
Training for "at risk" students/classroom mgmt		CMCD – Project GRAD	
Educational plans for identified students	Title I learning plans	Special Ed. Alt. Assess.	Created 504 database

"SAFETY NETS" (continued)	2001-2003	2003-2004	2004-2006
School/district/ community "safety nets"	Suicide response	Prosecuting truancies	Focused DARE instruction
Offer breakfast programs	Community based		6 Grants
Coordinate school assistance programs	ATOSS – Homer/Seward	Kenaitze partnership	Consistent child study team
Counseling and nursing services for all levels	Fed. elem. counselor grant		18.63 nursing FTE
Community-based activities before/after school	After the Bell/B & G Club		Reviewing/renewing contracts
Parent corps to meaningfully engage parents	Site council training	Parent/site councils	
Involvement in instruction and intervention	Volunteer manual	Administrator training	District training
Facilitate community-based tutoring programs	After the Bell	Ak Native partnership	Boys and Girls Club
Assistance for parents to help students at home	Homework Hotline	Title I parent support	
Focus on awareness of issues		Youth Risk Behavior svy.	Title VII Advisory Committee, Federal Program Advisory
Transitions between grade levels and schools	Inservice time	Instructional days	

PREPARE FOR WORLD BEYOND SCHOOL	2001-2003	2003-2004	2004-2006
Develop basic job skills			
Work ethic, communication, and responsibility			Partner w/TALENTS Program
Workforce courses in graduation expectations		Workforce Dev. Center	
Resource options for vocational programs	Identified apprenticeship	APICC	Tech Prep
Job shadowing, internships, etc. opportunities		1 All-school model	Expand to other schools
Development of character, values, and citizenship	Gov. meeting participation		
Community service credit for volunteer projects	New civic participation; SS		
Student discipline options including social skills	Changed policy	More discipline options	Alternative placement options
Emphasize ethics in daily lives and curriculum			
Student understanding of decision/consequence		Natural consequences	
Preparation for world in which THEY will live			Secondary Advisory Program

PREPARE FOR WORLD BEYOND SCHOOL (continued)	2001-2003	2003-2004	2004-2006
Prepare for careers			
K-8: career exploration		Career curr. written	
9-12: Student course plans with career goals		Career curriculum	Project GRAD – 7 schools
All students prepare personal resumes/portfolios			Imbed in LA curriculum
Assist with post-secondary transition plan	KPC/Anch. job fairs		KPC Job Faire

#2 HIGH QUALITY PERSONNEL, FACILITIES, ETC.

RECRUIT, SUPPORT, RETAIN QUALITY PERSONNEL	2001-2003	2003-2004	2004-2006
Competitive salaries and benefits	Contract settled	HR follow-up	Prepare for and participate in CBA
Award incentives for different positions	Extended nurse contract		Housing subsidy for 3 village schools
Award w/ non-monetary compensation	State Tchrs. of Excellence	Leadership Days	State mentoring
Review duties/expectations of principal teachers	Changed in new contract	Regional admin.	
Raise employee performance standards/expectations	Grant incentives – PRAXIS	Edline posting	
Evaluate based on Alaska Standards	New evaluation tool	Highly qualified ID	Principal evaluation evidence-based
Train all staff in standards-based evaluation		Principals trained	Classroom walkthrough, frameworks for teaching
District introduction/support of new employees			
Require training prior to beginning of contract	Distinguished educators	Summer transition	New teacher/administrator orientation
Set entry level standard in technology skills	Expected proficient		
Overview of district curriculum and cultural setting		Accompanied to village	Frequent early visits
Assign mentors			7 Mentors trained

RECRUIT, SUPPORT, RETAIN QUALITY PERSONNEL (continued)	2001-2003	2003-2004	2004-2006
Quality professional development	Tuition for 12 teachers	12 Brokered classes	Annual training on curriculum
Expand use of technology for training		Math online 15	Distance delivered autism course
Identify areas of need and focus training efforts		Discovery, Gradequick	Excel training, math strategies, reading centers, co-teaching
Comprehensive staff development calendar	Small school secretaries	All coordinated	Calendar on web
Maximize use of inservice days	Leveled book rooms	Some regional delivery	Regional special education delivery
School/community partnership for training	QSI – 19 teams, 125 staff	Project GRAD	
Career development/ instructional leave review		School goal focus	Inst. leave bank

EFFECTIVE TECHNOLOGY	2001-2003	2003-2004	2004-2006
Technology infrastructure to improve instruction	2600 computers placed	Internet upgrade	300 computers each year
Maximize outside funding sources (e-rate)	New ACS fiber contract	New tech plan to state	Bandwidth upgrade
Partner with Borough to maximize efficiencies		Computer room upgrade	Software update project
Adequate access and learning opportunities		Discovery software	
Area Network for business/instructional needs			Internet upgrade
Maximize use of video conferencing technology			Polycoms
Explore emerging technologies	New IEP data base		Revised IEP database
Schools as technology “hub” of the community			
Student repair and support at the site level			District oversight, sporadic at sites
Assess/upgrade facilities to support growth	Centralized software	Electrical upgrades	Online applications
Prepare students for the technological age			
Develop distance delivery coursework	Ak Online	Health course	SS cadre developed
Continuous technology training		Train the Trainer	
K-12 technology skills into existing courses	Draft elem. tech. skills		Elem. tech. curriculum
Instruction in responsible/ethical use		Tech. training	New internet policy

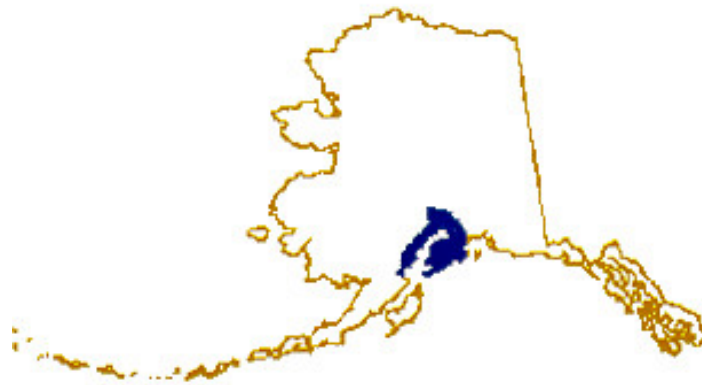
COMMUNICATION	2001-2003	2003-2004	2004-2006
Develop responsive internal communication plan			
Employee role as the district's PR team		Meetings w/staff	
Positive professional relationships with media		Response within 3 hrs.	
Minimize interruptions in the classroom/schools	Training w/admin.		
Improve central office phone transfers		New IP system	
Promote efficient use of meetings/trainings		2 Admin. teleconference	Regular option
Integrate data bases for easy access district-wide		NCLB work	
Expand utility of district's web site			Needs review
Develop responsive external communication plan		Market/recapture	
Maximize district's ability to respond to the public		Complaint process	
Provide 800 numbers for all peninsula calls	Reviewed/not proceeding		IP Phones
Maximize use of e-mail to communicate	12,000/day		Main communication tool
Utilize site councils as main communication group		Training w/supt.	
Balance technology with face to face meetings		Teleconferences	Video conferencing
Various formats to disseminate/gather information		Budget survey	Site meetings
Provide easy access to school board meetings	More worksession time	Transition new Board	
Promote activities for parent/family involvement		NCLB requirements	
Pursue alternative funding options	Outsourced activities, school cost study	Cocurricular vote	Medicaid-billing began, Area Cost Differential passed

SAFE, WELCOMING, EFFICIENT FACILITIES	2001-2003	2003-2004	2004-2006
School climate-physical and psychological well-being	Water quality	Custodial duties	Continuous upgrades
Train staff and volunteers in methods	Aspirations training		MANDT de-escalation training
Critical incident plans, resources and training	Incident response	New flip chart	Responses volcano
Reduce violence, intolerance, and harassment		Policy review	Bullying policy adopted
Provide students with positive role models	Aspirations	Project GRAD	Breaking Ranks Personalizing Education
Annually assess District facility needs	New preventative mtg.	Consolidation reviewed	Seward Mid/High, AWG

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

STUDENT ASSESSMENT RESULTS

2005 – 2006



DR. DONNA PETERSON, SUPERINTENDENT

SEPTEMBER 11, 2006

**Kenai Peninsula Borough School District
Assessment Program
2005/2006**

Each year, the Kenai Peninsula Borough School District assesses student achievement using a variety of measures: the Dynamic Indicators of Basic Early Literacy Skills (DIBELS), the Analytic Writing Assessment, the Terra Nova (CAT/6), the Standards Based Assessments and the High School Graduation Qualifying Exam. These tests measure skills, knowledge, and performance in different ways. The test results are reported to the public, the Board of Education, teachers, parents, and students. The information about program and individual learner strengths is used at the building and classroom levels to develop instructional goals for improvement.

Dynamic Indicators of Basic Early Literacy Skills (DIBELS) are specific procedures for assessing basic skills in reading. These tests, along with other assessments and teacher observations, are used to determine if a student is “on track” for future reading/academic success.

Analytic Writing Assessment defines the components of good writing and scores those components separately by using teacher-designed rubrics (performance guidelines). This instrument is an example of *performance assessment* because it allows students to demonstrate not only their ability to write, but also their ability to analyze, synthesize, and evaluate – abilities which require higher-order thinking skills. The results of the Analytic Writing Assessment are valuable for teachers and students because they document each student’s skill in combining the components of writing to produce a quality product.

Terra Nova (CAT/6) is a state mandated, standardized test that measures student achievement based on national norms. A multiple-choice format assesses basic knowledge and comprehension skills. Terra Nova scores are reported in national percentile scores. A NP score of 50 is considered average. It means that 49 percent of the students taking the test scored better than 50, and 49 percent of students scored below 50.

Alaska Standards Based Assessments are a state mandated assessment consisting of three tests: reading, writing, and mathematics. The test questions are based on the Alaska Students Performance Standards in reading, writing, and mathematics. Students take the Alaska Standards Based Assessments in grades 3 – 9. There are three types of questions in each of the three tests: multiple-choice, short constructed response, and extended constructed response.

Alaska High School Graduation Qualifying Examination is a state mandated assessment consisting of three tests: reading, writing, and mathematics. The test questions are based on the Alaska Student Performance Standards in reading, writing, and mathematics. There will be three types of questions in each of the three tests: multiple-choice, short constructed response and extended constructed response.

Instrument	Type	Grades/Levels	Time to Administer	Dates
DIBELS/CBM	Performance	Kindergarten Grades 1, 2, 3	Varied time limits	F – September 6 - 16 W – January 3 - 13 S – April 17 - 28
Analytic Writing Assessment	Performance	Grades 5, 7, 9	Three 45-minute sessions (one session each day)	March 13 - 23
Terra Nova Complete Battery	Norm-referenced	Grades 5 & 7 (State Mandated)	3 hours	January 31 - February 8
Alaska Standards Based Assessments	Criterion-referenced	Grades 3 - 9 Reading, Writing, Math	Time Limit Not Set 2 – 3 hours/each test (over 3 days)	April 4, 5, 6
Alaska High School Graduation Qualifying Examination	Criterion-referenced	Grade 10, 11, 12 Reading, Writing, Math	Time Limit Not Set 2 – 3 hours/each test (over 3 days)	October 4, 5, 6, 2005 April 5, 6, 7, 2006

Participation Rate

Participation rates for students who took a Standards Based Assessment or HSGQE are included in this year's assessment report. In years past, our district has reported number of students tested at each grade level. The federal *No Child Left Behind Act* requires more detail on students who participate in testing. The table on the following page shows overall participation rates by grade and participation rates by specific demographic variables: gender, racial-ethnic, limited English proficiency, economically disadvantaged (determined by eligibility for free or reduced price lunches), and by students with disabilities.

Kenai Peninsula Borough School District

Participation Rates

Percent of Students Tested by Grade Level and Demographic Groups

Spring 2006

Demographic Variable	Standards Based Assessments							
	Grades							
	3	4	5	6	7	8	9	10
Whole District	98%	99%	99%	99%	99%	98%	98%	98%
Gender								
Males	99%	99%	99%	98%	99%	99%	98%	98%
Females	98%	99%	99%	99%	99%	98%	97%	98%
Ethnic Groups								
African American	100%	100%	100%	100%	100%	100%	100%	100%
Alaska Native/ American Indian	99%	98%	100%	99%	100%	98%	99%	97%
Asian	100%	100%	100%	100%	100%	100%	100%	85%
Caucasian	98%	99%	99%	98%	98%	98%	98%	98%
Hispanic	100%	100%	93%	100%	100%	100%	91%	100%
Multi-Ethnic	100%	99%	100%	100%	100%	100%	100%	100%
Limited English Proficiency								
LEP	100%	100%	95%	100%	100%	100%	95%	100%
Not LEP	98%	99%	99%	99%	99%	98%	98%	98%
Economically Disadvantaged								
Low Income	100%	99%	99%	99%	99%	98%	97%	98%
Not Low Income	97%	99%	99%	98%	98%	99%	98%	98%
Students with Disabilities								
Disabled	97%	97%	98%	99%	98%	94%	95%	96%
Not Disabled	99%	99%	99%	99%	99%	99%	98%	98%

Dynamic Indicators of Basic Early Literacy Skills (DIBELS)

AND

Curriculum Based Measurement (CBM)

DIBELS and CBM are specific procedures for assessing basic skills in reading. Students in grades K-3 are assessed three times each year. Research shows that there is a very strong connection between phonological awareness skills in K-1, and later reading ability. The DIBELS results are used, along with other measures, to determine if a child is on track for future reading success. Research also shows that CBM provides a strong indication of a student's overall reading skills. We monitor students' progress in grades 1 – 3 using the CBM. Results are reported to the parents throughout the school year. In order to promote reading success for all children, the KPBSD aims for students to reach and surpass the following CBM levels:

<u>Spring of Grade</u>	<u>Words Per Minute</u>
1	40
2	90
3	110

Dynamic Indicators of Basic Early Literacy Skills
Kindergarten
Spring 2006

	Letter Naming Fluency		Phoneme Segmentation Fluency		Nonsense Word Fluency	
	N		N		N	
District						
Proficient	420	73%	485	85%	491	86%
Below Proficient	155	27%	84	15%	80	14%
Aurora Borealis						
Proficient	19	79%	18	78%	*	90% or more
Below Proficient	5	21%	5	22%		10% or fewer
Chapman						
Proficient	7	70%	*	90% or more	*	90% or more
Below Proficient	3	30%		10% or fewer		10% or fewer
Connections						
Proficient	19	58%	20	65%	27	82%
Below Proficient	14	42%	11	35%	6	18%
Cooper Landing						
Proficient	*	60% or more	*	60% or more	*	40% or more
Below Proficient		40% or more		40% or more		60% or more
Hope						
Proficient	**					
Below Proficient						
Kachemak Selo						
Proficient	*	75% or more	*	75% or more	*	75% or more
Below Proficient		25% or more		25% or more		25% or more
K-Beach						
Proficient	45	79%	54	95%	48	84%
Below Proficient	12	21%	3	5%	9	16%
McNeil Canyon						
Proficient	13	72%	*	90% or more	15	83%
Below Proficient	5	28%		10% or more	3	17%
Montessori Charter						
Proficient	13	68%	*	90% or more	15	79%
Below Proficient	6	32%		10% or more	4	21%
Moose Pass						
Proficient	*	60% or more	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more		40% or more
Nanwalek						
Proficient	3	50%	*	60% or more	*	60% or more
Below Proficient	3	50%		40% or more		40% or more
Nikiski North Star						
Proficient	27	69%	31	79%	25	64%
Below Proficient	12	31%	8	21%	14	36%
Nikolaevsk						
Proficient	*	80% or more	*	80% or more	*	80% or more
Below Proficient		20% or fewer		20% or fewer		20% or fewer

	Letter Naming Fluency		Phoneme Segmentation Fluency		Nonsense Word Fluency	
	N		N		N	
Ninilchik						
Proficient	7	70%	*	80% or more	*	80% or more
Below Proficient	3	30%		20% or fewer		20% or fewer
Paul Banks						
Proficient	55	85%	59	92%	*	95% or more
Below Proficient	10	15%	5	8%		5% or fewer
Port Graham						
Proficient	*	60% or more	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more		40% or more
Razdolna						
Proficient	*	40% or more	*	60% or more	*	40% or more
Below Proficient		60% or more		40% or more		60% or more
Redoubt						
Proficient	23	56%	23	58%	28	74%
Below Proficient	18	44%	17	43%	10	26%
Sears EI						
Proficient	67	72%	83	89%	79	85%
Below Proficient	26	28%	10	11%	14	15%
Seward EI						
Proficient	26	84%	23	77%	26	84%
Below Proficient	5	16%	7	23%	5	16%
Soldotna EI						
Proficient	30	81%	34	92%	*	95% or more
Below Proficient	7	19%	3	8%		5% or fewer
Sterling EI						
Proficient	16	67%	*	90% or more	17	71%
Below Proficient	8	33%		10% or more	7	29%
SB English						
Proficient	*	60% or more	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more		40% or more
Tebughna						
Proficient	*	60% or more	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more		40% or more
Tustumena EI						
Proficient	14	70%	17	85%	*	90% or more
Below Proficient	6	30%	3	15%		10% or more
Voznesenka						
Proficient	8	73%	*	80% or more	*	80% or more
Below Proficient	3	27%		20% or fewer		20% or fewer

* The results can not be published without releasing personally identifiable information.

** No students in this grade this school year.

^ Designates Small School

Due to rounding percentages may not total 100

**Dynamic Indicators of Basic Early Literacy Skills
Grade 1
Spring 2006**

	Nonsense Word Fluency		Oral Reading Fluency	
	N		N	
District				
Proficient	505	82%	430	69%
Below Proficient	112	18%	193	31%
Aurora Borealis				
Proficient	*	90% or more	*	90% or more
Below Proficient		10% or more		10% or more
Chapman				
Proficient	10	63%	12	75%
Below Proficient	6	38%	4	25%
Connections				
Proficient	23	82%	18	64%
Below Proficient	5	18%	10	36%
Cooper Landing				
Proficient	**			
Below Proficient				
Hope				
Proficient	**			
Below Proficient				
Kachemak Selo				
Proficient	*	60% or more	4	57%
Below Proficient		40% or more	3	43%
K-Beach				
Proficient	55	89%	47	77%
Below Proficient	7	11%	14	23%
Kaliedoscope				
Proficient	28	70%	26	65%
Below Proficient	12	30%	14	35%
McNeil Canyon				
Proficient	9	60%	6	43%
Below Proficient	6	40%	8	57%
Montessori Charter				
Proficient	17	81%	14	67%
Below Proficient	4	19%	7	33%
Moose Pass				
Proficient	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more
Nanwalek				
Proficient	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more
Nikiski North Star				
Proficient	43	84%	38	75%
Below Proficient	8	16%	13	25%
Nikolaevsk				
Proficient	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more
Ninilchik				
Proficient	8	53%	6	40%
Below Proficient	7	47%	9	60%
Paul Banks				
Proficient	65	92%	51	74%
Below Proficient	6	8%	18	26%
Port Graham				
Proficient	*	60% or more	*	40% or more
Below Proficient		40% or more		60% or more
Razdolna				
Proficient	*	60% or more	*	40% or more
Below Proficient		40% or more		60% or more
Redoubt				
Proficient	56	92%	55	90%
Below Proficient	5	8%	6	10%
Sears EI				
Proficient	53	80%	46	75%
Below Proficient	13	20%	15	25%
Seward EI				
Proficient	32	76%	26	62%
Below Proficient	10	24%	16	38%
Soldotna EI				
Proficient	31	89%	21	60%
Below Proficient	4	11%	14	40%
Sterling EI				
Proficient	17	63%	10	37%
Below Proficient	10	37%	17	63%
SB English				
Proficient	*	60% or more	*	40% or more
Below Proficient		40% or more		60% or more
Tebughna				
Proficient	6	55%	5	45%
Below Proficient	5	45%	6	55%
Tustumena EI				
Proficient	N/A		15	75%
Below Proficient			5	25%
Voznesenka				
Proficient	*	60% or more	*	60% or more
Below Proficient		40% or more		40% or more

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** No students in this grade this school year.

^ Designates Small School

Due to rounding percentages may not total 100

Curriculum Based Measurement (CBM)
Grade 2
Spring 2006

Oral Reading Fluency		
	N	
District		
Proficient	362	60%
Below Proficient	246	40%
Aurora Borealis		
Proficient	16	70%
Below Proficient	7	30%
Chapman		
Proficient	10	67%
Below Proficient	5	33%
Connections		
Proficient	17	52%
Below Proficient	16	48%
Cooper Landing		
Proficient	**	
Below Proficient		
Hope		
Proficient	**	
Below Proficient		
Kachemak Selo		
Proficient	*	40% or more
Below Proficient		60% or more
K-Beach		
Proficient	51	78%
Below Proficient	14	22%
Kaleidoscope		
Proficient	28	60%
Below Proficient	19	40%
McNeil Canyon		
Proficient	12	46%
Below Proficient	14	54%
Montessori Charter		
Proficient	11	52%
Below Proficient	10	48%
Moose Pass		
Proficient	*	40% or more
Below Proficient		60% or more
Nanwalek		
Proficient	*	40% or more
Below Proficient		60% or more
Nikiski North Star		
Proficient	36	63%
Below Proficient	21	37%

Oral Reading Fluency		
	N	
Nikolaevsk		
Proficient	*	60% or more
Below Proficient		40% or more
Niniichik		
Proficient	**	
Below Proficient		
Paul Banks		
Proficient	49	78%
Below Proficient	14	22%
Port Graham		
Proficient	*	40% or more
Below Proficient		60% or more
Razdolna		
Proficient	*	60% or more
Below Proficient		40% or more
Redoubt		
Proficient	41	77%
Below Proficient	12	23%
Sears EI		
Proficient	23	50%
Below Proficient	23	50%
Seward EI		
Proficient	17	45%
Below Proficient	21	55%
Soldotna EI		
Proficient	11	34%
Below Proficient	21	66%
Sterling EI		
Proficient	7	27%
Below Proficient	19	73%
SB English		
Proficient	4	50%
Below Proficient	4	50%
Tebughna		
Proficient	*	40% or more
Below Proficient		60% or more
Tustumena EI		
Proficient	12	67%
Below Proficient	6	33%
Voznesenka		
Proficient	5	56%
Below Proficient	4	44%

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^ Designates Small School

Due to rounding percentages may not total 100

Curriculum Based Measurement (CBM)
Grade 3
Spring 2006

Oral Reading Fluency		
	N	
District		
Proficient	418	66%
Below Proficient	218	34%
Aurora Borealis		
Proficient	*	90% or more
Below Proficient		10% or more
Chapman		
Proficient	10	67%
Below Proficient	5	33%
Connections		
Proficient	21	60%
Below Proficient	14	40%
Cooper Landing		
Proficient	*	60% or more
Below Proficient		40% or more
Fireweed Academy		
Proficient	9	69%
Below Proficient	4	31%
Hope		
Proficient	*	60% or more
Below Proficient		40% or more
Kachemak Selo		
Proficient	*	80% or more
Below Proficient		20% or more
K-Beach		
Proficient	48	80%
Below Proficient	12	20%
Kaleidoscope		
Proficient	19	76%
Below Proficient	6	24%
McNeil Canyon		
Proficient	9	64%
Below Proficient	5	36%
Montessori Charter		
Proficient	18	72%
Below Proficient	7	28%
Moose Pass		
Proficient	*	60% or more
Below Proficient		40% or more
Mt. View		
Proficient	43	60%
Below Proficient	29	40%
Nanwalek		
Proficient	3	43%
Below Proficient	4	57%

Oral Reading Fluency		
	N	
Nikiski North Star		
Proficient	41	68%
Below Proficient	19	32%
Nikolaevsk		
Proficient	*	60% or more
Below Proficient		40% or more
Ninilchik		
Proficient	N/A	
Below Proficient		
Port Graham		
Proficient	*	40% or more
Below Proficient		60% or more
Razdolna		
Proficient	*	40% or more
Below Proficient		60% or more
Redoubt		
Proficient	42	67%
Below Proficient	21	33%
Seward EI		
Proficient	19	46%
Below Proficient	22	54%
Soldotna EI		
Proficient	12	39%
Below Proficient	19	61%
Sterling EI		
Proficient	13	38%
Below Proficient	21	62%
SB English		
Proficient	*	60% or more
Below Proficient		40% or more
Tebughna		
Proficient	*	40% or more
Below Proficient		60% or more
Tustumena EI		
Proficient	15	71%
Below Proficient	6	29%
Voznesenka		
Proficient	*	75% or more
Below Proficient		25% or more
West Homer EI		
Proficient	48	79%
Below Proficient	13	21%

* The results can not be published without releasing personally identifiable information.

** No students in this grade this school year.

^ Designates Small School

Due to rounding percentages may not total 100

Analytic Writing Assessment

Analytic scoring is based on the premise that it is possible to define the components of good writing and that a piece of writing may be excellent in one respect while revealing significant weaknesses in others. For example, a paper may be mechanically sound with exceptional vocabulary but weak in the areas of ideas and organization.

Analytic scoring involves isolating and defining the characteristics of writing and then scoring these characteristics individually. This approach is appropriate when measuring the students' abilities to deal with the individual components of writing: ideas and content, organization, voice and tone, word choice, sentence structure, and writing conventions (punctuation, etc.). The results of the writing assessment offer students specific information about their strengths and weaknesses and provide instructors with specific, comprehensive guidelines for instruction.

A scoring rubric (guideline) is used to analyze each student's paper based on the following six traits: ideas and content, organization, voice/tone, word choice, sentence structure, and writing conventions.

Ideas and Content: The degree to which the paper clarifies its purpose and conveys ideas that hold the reader's attention.

Organization: The degree to which the writer develops the central idea or theme and organizes the material to enhance the reader's understanding of the topic.

Voice/Tone: The degree to which the writer seems sincere, candid, and committed to the topic; that is, the style in which the writer speaks to the reader.

Word Choice: The degree to which the writer selects interesting and precise words to convey the intended message.

Sentence Structure: The degree to which the writer uses strong and varied sentence structure.

Writing Conventions: The degree to which the writer uses correct grammar, capitalization, punctuation, usage, spelling, and paragraphing.

Two raters score each paper independently. A score may range from 1 to 5. The two scores are averaged, and the result is the paper's final score. The mean score is 2.5.

The composite score is an average of the component scores.

The Analytic Writing Assessment report is formatted to provide information by district and school. The report indicates numbers and percentages of students that are scoring above or below a score of 3.0

2006 Grade 5 AWA Summary

Grade 5	Number of Students	Ideas & Content	Organization	Effective Word Choice	Voice /Tone /Flavor	Sentence Structure	Writing Conventions	2005 Average Score
District	656	2.9	3.0	3.1	3.2	3.0	2.8	3.0
Small Schools	40	1.0	1.0	1.1	1.0	1.0	1.0	1.0
Aurora Borealis	23	3.3	3.4	3.5	3.6	3.6	3.5	3.5
Chapman	10	3.7	3.7	3.2	3.7	3.3	2.8	3.4
Connections	17	2.9	3.0	3.3	3.1	2.9	2.9	3.0
^Cooper Landing	*							
^Fireweed Academy	12	3.5	3.4	3.8	3.8	3.8	3.8	3.7
^Hope	N/A							
^Kachemak Selo	*							
K Beach Elem	56	3.2	3.3	3.2	3.4	3.1	2.8	3.2
McNeil Canyon EI	15	3.2	3.4	3.2	3.6	3.1	2.5	3.2
^Moose Pass	*							
Mt View Elem	117	2.9	2.9	3.1	3.2	3.0	2.8	3.0
^Nanwalek	*							
Nikiski North Star	74	2.7	2.8	2.9	3.0	2.9	2.8	2.9
^Nikolaevsk	5	2.9	3.1	3.1	2.9	3.2	3.1	3.1
Ninilchik	13	2.8	3.1	3.0	3.0	2.9	2.4	2.9
^Port Graham	*							
^Razdolna	*							
Redoubt Elem	63	2.7	2.9	3.0	3.1	3.0	2.8	2.9
Seward Elem	49	2.8	2.8	3.0	3.0	2.9	2.6	2.9
Soldotna Elem	37	2.8	2.9	3.1	3.1	3.0	2.7	3.0
^Soldotna Montessori	18	2.7	2.5	3.0	2.9	2.7	2.6	2.7
Sterling Elem	25	2.9	2.9	3.2	3.2	3.2	3.0	3.1
^SB English	*							
^Tebughna.	5	2.8	2.6	2.7	2.3	2.4	2.0	2.5
Tustumena Elem	29	2.8	2.7	2.9	3.1	2.7	2.5	2.8
Voznesenka	11	1.9	2.2	2.7	2.6	2.2	2.2	2.3
West Homer	58	3.4	3.5	3.5	3.6	3.5	3.4	3.5

^ Designates Small School **No students in this grade this school year.

*The results can not be published without releasing personally identifiable information

2006 Grade 7 AWA Summary

Grade 7	Number of Students	Ideas and Content	Organization	Effective Word Choice	Voice /Tone /Flavor	Sentence Structure	Writing Conventions	2006 Average Score
District	656	3.2	3.1	3.2	3.5	3.1	2.9	3.2
Small Schools	13	0.5	0.6	0.6	0.7	0.6	0.6	0.6
Aurora Borealis	16	3.8	3.7	3.5	3.9	3.6	3.3	3.6
Chapman	11	3.5	3.2	3.3	3.9	3.4	3.2	3.4
Connections	22	3.4	3.2	3.3	3.6	3.2	3.1	3.3
^Cooper Landing	N/A							
Homer Middle	87	3.3	3.2	3.3	3.7	3.3	3.1	3.3
^Hope	*							
^Kachemak Selo	5	2.5	3.0	2.9	3.3	3.1	2.7	2.9
Kenai Middle	108	3.4	3.3	3.3	3.7	3.2	3.1	3.3
^Moose Pass	*							
^Nanwalek	8	2.8	2.9	2.8	3.3	2.9	2.9	2.9
Nikiski Mi/High	68	3.3	3.2	3.1	3.6	3.0	2.9	3.2
^Nikolaevsk	*							
Ninilchik	16	3.3	3.3	3.0	3.5	3.2	2.9	3.2
^Port Graham	*							
^Razdolna	*							
Seward Middle	43	3.2	3.2	3.2	3.6	3.1	3.0	3.2
Soldotna Middle	239	3.1	2.9	3.1	3.4	2.9	2.7	3.0
^SB English	*							
^Tebughna	*							
Voznesenka	12	3.2	3.1	2.9	3.5	2.8	2.7	3.0

^ Designates Small School **No students in this grade this school year.

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2006 Grade 9 AWA Summary

Grade 9	Number of Students	Ideas and Content	Organization	Effective Word Choice	Voice/Tone/Flavor	Sentence Structure	Writing Conventions	2006 Average Score
District	741	2.9	3.0	3.1	3.5	3.0	3.0	3.1
Small Schools	51.6	1.6	1.7	1.9	2.0	1.7	1.7	#REF!
Connections	20	2.8	3.1	3.3	3.6	3.0	2.8	3.1
^Homer Flex	**	**						
Homer High	136	3.1	3.1	3.3	3.6	3.3	3.2	3.3
^Hope	*							
^Kachemak Selo	8	2.4	2.9	2.9	3.6	2.9	2.8	2.9
^Kenai Alternative	6	2.3	2.0	2.8	3.2	2.4	2.7	2.5
Kenai Central High	132	3.0	3.1	3.3	3.7	3.1	3.1	3.2
^Nanwalek	5	2.6	2.6	2.8	3.5	2.7	2.8	2.8
Nikiski Middle High	67	2.7	2.9	3.1	3.5	2.9	2.8	3.0
^Nikolaevsk	7	2.9	3.1	3.0	3.1	3.1	3.4	3.1
Ninilchik	13	2.5	2.9	3.2	3.3	2.9	2.8	3.0
^Port Graham	5	2.5	2.7	2.5	3.0	2.3	2.1	2.5
^Razdolna	*							
Seward Middle	58	3.0	2.9	3.1	3.4	3.0	3.0	3.1
Skyview High	130	2.9	2.9	3.0	3.3	2.9	2.9	3.0
Soldotna High	123	3.1	3.1	3.1	3.4	3.0	3.0	3.1
^Spring Creek	14	2.4	2.7	2.8	3.3	2.5	2.5	2.7
^SB English	9	2.6	2.8	2.9	3.3	2.7	2.6	2.8
^Tebughna	*							
Voznesenka	11	2.5	3.2	3.2	3.5	3.1	3.1	3.1

^ Designates Small School **No students in this grade this school year.

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Terra Nova (CAT/6)

This year the Alaska Department of Education and Early Development required testing of students in Grades 5 and 7 using the achievement test, Terra Nova (CAT/6). The tests were administered in February of 2006. It is a state mandated assessment in the areas of Reading, Language Arts, and Mathematics.

The Terra Nova (CAT/6), a norm-referenced test, is designed to be used with a national student audience so that test scores for a fifth grade student in our district can be compared to the scores of fifth graders throughout the country.

The district wide group scores (which are included in this report) and the individual student scores (which are sent home to parents) are reported as a percentile score. Both group and individual percentile scores are based upon the number of right answers in each section of the test. For example, a student with a score in the 69th percentile indicates that the student answered more questions correctly than 68 out of 100 students taking the test. A percentile score of 50 is the average score.

National Percentile (NP) - the percentile of students in a norm group whose scores fall below a given scale score at the national level. The normal curve equivalent (NCE) scale, ranges from 1 to 99, coincides with the national percentile scale at 1, 50 and 99. NCEs have many of the same characteristics of percentile ranks, but have the additional advantage of being based on an equal-interval scale. The difference between two successive scores on the scale has the same meaning throughout the scale. This property allows for meaningful comparisons among different achievement tests. The Mean Normal Curve Equivalent (MNCE) is computed by adding the Normal Curve Equivalent scores of all students in a group, then dividing by the number of students in the group.

TERRA NOVA Spring 2006	Fifth Grade				Seventh Grade			
	S t u d e n t s	R e a d i n g	L a n g u a g e	M a t h	S t u d e n t s	R e a d i n g	L a n g u a g e	M a t h
District Average	665	63	59	57	682	64	62	62
Elementary								
Chapman	10	44	53	32	10	62	68	56
K Beach	60	58	58	54				
McNeil Canyon	14	62	63	59				
Mt View	115	62	59	58				
Nikiski North Star	74	59	52	43				
Redoubt	62	60	52	52				
Seward El	48	59	53	55				
Soldotna El	39	65	68	54				
Sterling	24	67	64	66				
Tustumena	29	64	57	59				
West Homer	62	78	70	81				
Small Elementary								
Cooper Landing	*							
Moose Pass	*				*			
K - 12 Schools								
Hope	*				*			
Kachemak Selo	*				5	20	32	42
Nanwalek	*				8	35	33	48
Nikolaevsk	5	72	77	71	*			
Ninilchik	12	51	43	52	16	71	59	60
Port Graham	*				*			
Razdolna	*				*			
Susan B English	*				*			
Tebughna	5	20	20	11	*			
Voznesenka	11	26	35	46	11	39	49	56
Middle Schools								
Homer Middle					92	71	65	71
Kenai Middle					128	63	65	59
Seward Middle/High					39	66	62	66
Soldotna Middle					245	64	60	57
7 - 12 Schools								
Nikiski Middle/High					67	67	59	60
Charter Schools								
Aurora Borealis	23	85	72	84	16	80	83	88
Fireweed Academy	11	90	84	83				
Soldotna Montessori	18	61	52	42				
Distance Delivered								
Connections	21	67	61	47	28	61	73	77
Small Schools Average	54	63	60	54	31	40	45	48

*The Results can not be published without releasing personally identifiable information.

2006
TERRA NOVA GRADE 5
Summary

	Number of Students	Reading	Reading Vocabulary	Reading Composite	Language	Language Mechanics	Language Composite	Math	Math Computation	Math Composite	Total Score	Science	Social Studies	Spelling
District	665	64	60	63	62	53	59	58	53	57	62	58	51	50
Small School	54	67	61	63	66	55	60	63	47	54	66	60	58	58
Aurora Borealis	23	83	84	85	81	57	72	80	87	84	84	85	80	75
Chapman	10	48	39	44	53	50	53	41	22	32	47	44	35	38
Connections	21	65	68	67	67	48	61	48	42	47	62	58	55	62
^Cooper Landing	*													
^Fireweed Academy	11	89	90	90	91	69	84	84	77	83	90	82	81	69
^Hope	0													
^Kachemak Selo	*													
K Beach	60	63	51	58	62	52	58	55	47	54	61	52	49	49
McNeil Canyon	14	60	57	62	63	59	63	57	56	59	61	63	50	54
^Moose Pass	*													
Mt. View	115	64	57	62	64	53	59	58	53	58	64	57	53	45
^Nanwalek	*													
Nikiski North Star	74	60	56	59	55	49	52	46	37	43	54	54	42	46
^Nikolaevsk	5	80	61	72	75	75	77	74	64	71	78	55	61	69
Ninilchik	12	57	41	51	59	29	43	52	48	52	58	46	29	32
^Port Graham	*													
^Razdolna	*													
Redoubt	62	58	59	60	56	47	52	54	46	52	57	48	44	49
Seward EI	48	54	62	59	55	48	53	55	51	55	56	52	49	46
Soldotna EI	39	64	61	65	60	73	68	55	48	54	62	64	55	51
^Soldotna Montessori	18	65	57	61	56	48	52	57	28	42	60	62	58	59
Sterling EI	24	69	64	67	69	58	64	65	61	66	69	59	54	48
^SB English	*													
^Tebughna	5	16	22	20	13	31	20	12	11	11	12	4	5	15
Tustumena	29	64	63	64	63	49	57	56	58	59	62	61	53	42
Voznesenka	11	31	19	26	23	48	35	36	52	46	31	21	18	35
West Homer	62	77	76	78	77	62	70	75	85	81	78	74	67	64

^ Designates Small School

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2006
TERRA NOVA GRADE 7
Summary

	Number of Students	Reading	Reading Vocabulary	Reading Composite	Language	Language Mechanics	Language Composite	Math	Math Computation	Math Composite	Total Score	Science	Social Studies	Spelling
District	682	67	59	64	66	55	62	61	60	62	65	62	60	52
Small School	31	42	36	40	43	44	45	46	47	48	44	36	39	39
Aurora Borealis	16	81	76	80	80	83	83	87	87	88	84	75	85	64
Chapman	11	69	56	62	69	62	68	50	52	56	62	62	55	64
Connections	28	76	48	61	77	65	73	76	76	77	78	62	75	55
^Cooper Landing	0													
Homer Middle	92	70	67	71	67	59	65	68	72	71	69	70	66	54
^Hope	*													
^Kachemak Selo	5	23	17	20	28	33	32	31	50	42	27	29	19	38
Kenai Middle	128	66	56	63	69	58	65	60	57	59	66	61	58	52
^Moose Pass	*													
^Nanwalek	8	35	31	35	33	31	33	54	41	48	41	27	38	42
Nikiski Middle/High	67	68	64	67	62	53	59	61	57	60	64	63	57	48
^Nikolaevsk	5	80	61	72	75	75	77	74	64	71	78	55	61	69
Ninilchik	12	57	41	51	59	29	43	52	48	52	58	46	29	32
^Port Graham	*													
^Razdolna	*													
Seward Middle	39	70	62	66	67	58	62	65	64	66	67	62	63	55
Soldotna Middle	245	65	60	64	65	51	60	57	55	57	64	63	60	51
^SB English	*													
^Tebughna	*													
Voznesenka	11	45	31	39	46	50	49	48	60	56	47	30	27	35

^ Designates Small School

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TERRA NOVA
National Percentile Scores

b b

Subject Area	School Year	Grade Level	
		5	7
Reading	2005	60	68
	2006	64	67
Vocabulary	2005	57	60
	2006	60	59
Reading Composite	2005	60	66
	2006	63	64
Language	2005	60	69
	2006	62	66
Language Mechanics	2005	50	53
	2006	53	55
Language Composite	2006	59	62
Math	2005	55	63
	2006	58	61
Math Computation	2006	53	60
Math Composite	2005	54	66
	2006	57	62
Total Score (Reading, Language, and Math scores)	2005	59	68
	2006	62	65
Science	2005	56	62
	2006	58	62
Social Studies	2005	51	61
	2006	51	60
Spelling	2005	47	52
	2006	50	52

Standards Based Assessments and High School Graduation Qualifying Exams

Alaska Standards Based Assessments and the Alaska High School Graduation Qualifying Examination are state mandated assessments consisting of three tests: reading, writing, and mathematics. Students take the Standards Based Assessments in grades 3 through 10. Students have multiple opportunities to take the High School Graduation Qualifying Examination beginning in grade 10.

The Standards Based Assessments and the High School Graduation Qualifying Examination are a type of criterion-referenced test. The questions on each test are based on the Alaska Student Performance Standards in reading, writing, and mathematics. There are three types of questions in each of the three tests: multiple-choice, short constructed response, and extended constructed response.

**STANDARDS BASED ASSESSMENT
School Proficiency Levels**

2006 Grade 3 School Proficiency Levels by Subject	St ate		D ist r ict		S mall S chools		A . B orealis		C hapman		C onnecti ons		C ooper L anding ^		F irewee d A cdm y ^		H ope ^		K Sel o ^		K al eido scope		K Beach		M cNeil C anyon		M oose P ass ^		M t . V iew	
	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																														
Advanced	39%	306	46%	37	49%	*	*	*	*	35	55%	*	*	*	*	*	*	*	*	*	29	49%	*	*	21	29%				
Proficient	40%	268	40%	26	34%					18	28%									24	41%			44	60%					
Below Proficient	12%	62	9%	8	11%					6	9%									5	8%			7	10%					
Far Below Proficient	9%	30	5%	5	7%					5	8%									1	2%			1	1%					
Advanced & Proficient	79%	574	86%	63	83%	*	90% or more	*	90% or more	53	83%	*	60% or more	*	80% or more	*	60% or more	*	80% or more	*	90% or more	53	90%	*	80% or more	*	60% or more	65	89%	
Below Proficient & Far Below Proficient	21%	92	14%	13	17%		10% or fewer		10% or fewer	11	17%		40% or fewer		20% or fewer		40% or fewer		20% or fewer		10% or fewer	6	10%		20% or fewer		40% or fewer	8	11%	
WRITING																														
Advanced	29%	200	30%	27	36%	*	*	*	*	24	38%	*	7	50%	*	*	*	*	*	20	34%	*	*	8	11%					
Proficient	46%	345	52%	34	45%					25	40%		4	29%						32	54%			48	66%					
Below Proficient	22%	113	17%	14	18%					13	21%		3	21%						6	10%			17	23%					
Far Below Proficient	2%	7	1%	1	1%					1	2%		0	0%						1	2%			0	0%					
Advanced & Proficient	75%	545	82%	61	80%	*	90% or more	*	90% or more	49	78%	*	60% or more	11	79%	*	60% or more	*	80% or more	*	90% or more	52	88%	*	80% or more	*	60% or more	56	77%	
Below Proficient & Far Below Proficient	24%	120	18%	15	20%		10% or fewer		10% or fewer	14	22%		40% or fewer	3	21%		40% or fewer		20% or fewer		10% or fewer	7	12%		20% or fewer		40% or fewer	17	23%	
MATHEMATICS																														
Advanced	33%	218	33%	28	37%	*	*	*	*	21	33%	*	*	*	*	*	*	*	*	20	34%	*	*	13	18%					
Proficient	43%	323	48%	31	41%					26	41%									31	53%			43	59%					
Below Proficient	12%	73	11%	8	11%					7	11%									5	8%			9	12%					
Far Below Proficient	12%	52	8%	9	12%					9	14%									3	5%			8	11%					
Advanced & Proficient	76%	541	81%	59	78%	*	90% or more	*	90% or more	47	75%	*	60% or more	*	80% or more	*	60% or more	*	80% or more	*	90% or more	51	86%	*	80% or more	*	60% or more	56	77%	
Below Proficient & Far Below Proficient	24%	125	19%	17	22%		10% or fewer		10% or fewer	16	25%		40% or fewer		20% or fewer		40% or fewer		20% or fewer		10% or fewer	8	14%		20% or fewer		40% or fewer	17	23%	

* The results can not be published without releasing personally identifiable information.

** No students in this grade this school year.

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 3 School Proficiency Levels by Subject	N a n w a l e k ^		N i k i s k i N o r t h S t a r		N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		R e d o u b t		S e w a r d E l		S o l d o t n a E l		S o l d o t n a M o n t e s s o r i a		S t e r l i n g E l		S . B . E n g l i s h ^		T e b u g h n a ^		T u s t u m e n a		V o z n e s e n k a		W e s t H o m e r									
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%		
READING																																								
Advanced	*		28	47%	*		*		*		*		27	44%	16	39%	3	9%	13	52%	6	18%	*		*		*		*		*		*		37	61%				
Proficient			23	39%									29	47%	16	39%	21	66%	7	28%	15	45%												18	30%					
Below Proficient			5	8%									3	5%	5	12%	6	19%	4	16%	8	24%												6	10%					
Far Below Proficient			3	5%									3	5%	4	10%	2	6%	1	4%	4	12%												0	0%					
Advanced & Proficient	*	60% or more	51	86%	*	60% or more	*	60% or more	*	40% or fewer	*	60% or more	56	90%	32	78%	24	75%	20	80%	21	64%	*	60% or more	*	40% or fewer	*	90% or more	*	80% or more	55	90%								
Below Proficient & Far Below Proficient		40% or fewer	8	14%		40% or fewer		40% or fewer		60% or more		40% or fewer	6	10%	9	22%	8	25%	5	20%	12	36%		40% or fewer		60% or more		10% or fewer		20% or fewer	6	10%								
WRITING																																								
Advanced	*		22	37%	*		*		*		*		17	27%	12	30%	3	9%	7	28%	2	6%	*		*		*		*		*		21	34%						
Proficient			26	44%									35	56%	16	40%	20	63%	14	56%	18	55%											33	54%						
Below Proficient			11	19%									8	13%	12	30%	9	28%	4	16%	12	36%											7	11%						
Far Below Proficient			0	0%									2	3%	0	0%	0	0%	0	0%	1	3%											0	0%						
Advanced & Proficient	*	60% or more	48	81%	*	60% or more	*	60% or more	*	40% or fewer	*	60% or more	52	84%	28	70%	23	72%	21	84%	20	61%	*	60% or more	*	40% or fewer	*	90% or more	*	80% or more	54	89%								
Below Proficient & Far Below Proficient		40% or fewer	11	19%		40% or fewer		40% or fewer		60% or more		40% or fewer	10	16%	12	30%	9	28%	4	16%	13	39%		40% or fewer		60% or more		10% or fewer		20% or fewer	7	11%								
MATHEMATICS																																								
Advanced	*		16	27%	*		*		*		*		20	32%	12	30%	5	16%	8	32%	4	12%	*		*		*		*		1	9%	26	43%						
Proficient			34	57%									32	52%	17	43%	20	63%	10	40%	14	42%									6	55%	29	48%						
Below Proficient			7	12%									7	11%	8	20%	4	13%	4	16%	9	27%									3	27%	3	5%						
Far Below Proficient			3	5%									3	5%	3	8%	3	9%	3	12%	6	18%									1	9%	3	5%						
Advanced & Proficient	*	60% or more	50	83%	*	60% or more	*	60% or more	*	40% or fewer	*	60% or more	52	84%	29	73%	25	78%	18	72%	18	55%	*	60% or more	*	40% or fewer	*	90% or more	7	64%	55	90%								
Below Proficient & Far Below Proficient		40% or fewer	10	17%		40% or fewer		40% or fewer		60% or more		40% or fewer	10	16%	11	28%	7	22%	7	28%	15	45%		40% or fewer		60% or more		10% or fewer		4	36%	6	10%							

* The results can not be published without releasing personally identifiable information.
** No students in this grade this school year.

**STANDARDS BASED ASSESSMENT
School Proficiency Levels**

2006 Grade 4 School Proficiency Levels by Subject	State	District		Small Schools		A. Boreal Islands		Chapman		Connections		Cooper Landing [^]		Fireweed Academy [^]		Hope [^]		K Seloa [^]		K Beach		McNeil Canyon		Moose Pass [^]		Mt. View	
		%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																											
Advanced	28%	197	33%	16	25%	*		*		18	50%	**		*		**		*		23	33%	*		*		31	34%
Proficient	51%	340	56%	39	61%					14	39%									41	59%					46	51%
Below Proficient	13%	48	8%	7	11%					4	11%									5	7%					14	15%
Far Below Proficient	8%	17	3%	2	3%					0	0%									1	1%					0	0%
Advanced & Proficient	79%	537	89%	55	86%	*	90% or more	*	80% or more	32	89%		*	80% or more		*	75% or more	64	91%	*	80% or more	*	60% or more	77	85%		
Below Proficient & Far Below Proficient	21%	65	11%	9	14%		10% or fewer		20% or fewer	4	11%			20% or fewer			25% or fewer	6	9%		20% or fewer		40% or fewer	14	15%		
WRITING																											
Advanced	26%	169	28%	18	28%	*		*		16	43%		*			*			21	30%	*		*		20	22%	
Proficient	54%	364	60%	34	52%					15	41%								43	61%					61	67%	
Below Proficient	19%	69	11%	13	20%					6	16%								5	7%					10	11%	
Far Below Proficient	1%	1	0%	0	0%					0	0%								1	1%					0	0%	
Advanced & Proficient	80%	533	88%	52	80%	*	90% or more	*	80% or more	31	84%		*	80% or more		*	75% or more	64	91%	*	80% or more	*	60% or more	81	89%		
Below Proficient & Far Below Proficient	20%	70	12%	13	20%		10% or fewer		20% or fewer	6	16%			20% or fewer			25% or fewer	6	9%		20% or fewer		40% or fewer	10	11%		
MATHEMATICS																											
Advanced	32%	206	34%	27	42%	*		3	23%	17	45%		*			*			25	36%	*		*		23	25%	
Proficient	41%	278	46%	28	43%			7	54%	14	37%								31	44%					46	51%	
Below Proficient	13%	66	11%	7	11%			2	15%	3	8%								5	7%					12	13%	
Far Below Proficient	14%	52	9%	3	5%			1	8%	4	11%								9	13%					10	11%	
Advanced & Proficient	73%	484	80%	55	85%	*	90% or more	10	77%	31	82%		*	80% or more		*	75% or more	56	80%	*	80% or more	*	60% or more	69	76%		
Below Proficient & Far Below Proficient	27%	118	20%	10	15%		10% or fewer	3	23%	7	18%			20% or fewer			25% or fewer	14	20%		20% or fewer		40% or fewer	22	24%		

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** No students in this grade this school year.

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 4 School Proficiency Levels by Subject	N a n w a l e k ^		N i k i s k i N o r t h S t a r		N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		R e d o u b t		S e w a r d E l		S o l d o t n a E l		S o l d o t n a M o n t e s s o r i ^		S t e r l i n g E l		S . B . E n g l i s h ^		T e b u g h n a ^		T u s t u m e n a		V o z n e s e n k a		W e s t H o m e r			
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
READING																																		
Advanced	*		11	24%	*		*		*		*		18	38%	8	21%	*		*		*		*		*		13	38%	1	11%	13	27%		
Proficient			30	67%									26	54%	25	64%										17	50%	5	56%	32	65%			
Below Proficient			2	4%									1	2%	4	10%										2	6%	3	33%	4	8%			
Far Below Proficient			2	4%									3	6%	2	5%										2	6%	0	0%	0	0%			
Advanced & Proficient	*	60% or more	41	91%	*	60% or more	* 75% or more	*	60% or more	*	60% or more	44	92%	33	85%	*	95% or more	*	80% or more	*	90% or more	*	60% or more	*	60% or more	30	88%	6	67%	45	92%			
Below Proficient & Far Below Proficient		40% or fewer	4	9%		40% or fewer	25% or fewer		40% or fewer		40% or fewer	4	8%	6	15%		5% or fewer		20% or fewer		10% or fewer		40% or fewer		40% or fewer	4	12%	3	33%	4	8%			
WRITING																																		
Advanced	*		11	24%	*		*		*		*		16	33%	5	13%	*		*		2	12%	*		*		10	29%	*		11	22%		
Proficient			29	64%									25	52%	25	64%					12	71%				20	59%			35	71%			
Below Proficient			5	11%									7	15%	9	23%					3	18%				4	12%			3	6%			
Far Below Proficient			0	0%									0	0%	0	0%					0	0%				0	0%			0	0%			
Advanced & Proficient	*	60% or more	40	89%	*	60% or more	* 75% or more	*	40% or fewer	*	60% or more	41	85%	30	77%	*	95% or more	*	80% or more		14	82%	*	60% or more	*	40% or fewer	30	88%	*	60% or more	46	94%		
Below Proficient & Far Below Proficient		40% or fewer	5	11%		40% or fewer	25% or fewer		60% or more		40% or fewer	7	15%	9	23%		5% or fewer		20% or fewer		3	18%		40% or fewer		60% or more	4	12%		40% or fewer	3	6%		
MATHEMATICS																																		
Advanced	*		9	20%	*		*		*		*		18	38%	6	15%	23	52%	*		3	18%	*		*		13	39%	*		16	33%		
Proficient			21	47%									23	48%	22	56%	16	36%			10	59%				13	39%			26	53%			
Below Proficient			11	24%									3	6%	6	15%	3	7%			4	24%				1	3%			4	8%			
Far Below Proficient			4	9%									4	8%	5	13%	2	5%			0	0%				6	18%			3	6%			
Advanced & Proficient	*	60% or more	30	67%	*	60% or more	* 75% or more	*	60% or more	*	60% or more	41	85%	28	72%	39	89%	*	80% or more		13	76%	*	60% or more	*	40% or fewer	26	79%	*	60% or more	42	86%		
Below Proficient & Far Below Proficient		40% or fewer	15	33%		40% or fewer	25% or fewer		40% or fewer		40% or fewer	7	15%	11	28%	5	11%		20% or fewer		4	24%		40% or fewer		60% or more	7	21%		40% or fewer	7	14%		

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** No students in this grade this school year.

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 5 School Proficiency Levels by Subject	State		District		Small Schools		A. Boreal		Chapman		Connections		Cooper Landing		Fireweed Academy		Hopewell		K. Selkirk		K. Beach		McNeil Canyon		Moose Pass		Mt. View	
	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																												
Advanced	27%	218	31%	18	30%	*		*		17	35%	*		*		**	*			17	29%	*		*			41	34%
Proficient	52%	387	55%	32	53%					24	50%									32	54%						64	54%
Below Proficient	14%	65	9%	9	15%					6	13%									6	10%						10	8%
Far Below Proficient	7%	29	4%	1	2%					1	2%									4	7%						4	3%
Advanced & Proficient	79%	605	87%	50	83%	*	90% or more	*	80% or more	41	85%	*	60% or more	*	80% or more		*	60% or more	49	83%	*	90% or more	*	60% or more	105	88%		
Below Proficient & Far Below Proficient	21%	94	13%	10	17%		10% or fewer		20% or fewer	7	15%		40% or fewer		20% or fewer			40% or fewer	10	17%		10% or fewer		40% or fewer	14	12%		
WRITING																												
Advanced	25%	186	27%	16	27%	*		*		12	26%	*		*			*		12	20%	2	13%	*			36	30%	
Proficient	52%	402	58%	33	55%					23	49%								38	64%	11	69%				70	59%	
Below Proficient	22%	104	15%	11	18%					10	21%								9	15%	3	19%				13	11%	
Far Below Proficient	1%	4	1%	0	0%					2	4%								0	0%	0	0%				0	0%	
Advanced & Proficient	77%	588	84%	49	82%	*	90% or more	*	80% or more	35	74%	*	60% or more	*	80% or more		*	60% or more	50	85%	13	81%	*	60% or more	106	89%		
Below Proficient & Far Below Proficient	23%	108	16%	11	18%		10% or fewer		20% or fewer	12	26%		40% or fewer		20% or fewer			40% or fewer	9	15%	3	19%		40% or fewer	13	11%		
MATHEMATICS																												
Advanced	35%	269	39%	23	38%	*		*		12	26%	*		*			*		21	36%	4	25%	*			47	39%	
Proficient	35%	266	38%	23	38%					19	40%								23	39%	8	50%				47	39%	
Below Proficient	17%	102	15%	10	17%					10	21%								9	15%	3	19%				18	15%	
Far Below Proficient	13%	60	9%	4	7%					6	13%								6	10%	1	6%				8	7%	
Advanced & Proficient	70%	535	77%	46	77%	*	90% or more	*	80% or more	31	66%	*	60% or more	*	80% or more		*	60% or more	44	75%	12	75%	*	60% or more	94	78%		
Below Proficient & Far Below Proficient	30%	162	23%	14	23%		10% or fewer		20% or fewer	16	34%		40% or fewer		20% or fewer			40% or fewer	15	25%	4	25%		40% or fewer	26	22%		

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** No students in this grade this school year.

^ Designates Small School

Due to rounding percentages may not total 100

SB_06_Assessment Report

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 5 School Proficiency Levels by Subject	N a n w a l e k ^		N i k i s k i N o r t h S t a r		N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		R e d o u b t		S e w a r d E l		S o l d o t n a E l		S o l d o t n a M o n t e s s o r i ^		S t e r l i n g E l		S . B . E n g l i s h ^		T e b u g h n a ^		T u s t u m e n a		V o z n e s e n k a		W e s t H o m e r	
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
READING																																
Advanced	*		19	25%	*		*		*		*		18	29%	10	20%	10	26%	3	17%	*		*		*		8	28%	0	0%	*	
Proficient			43	57%									38	60%	30	60%	24	63%	12	67%							17	59%	5	45%		
Below Proficient			9	12%									3	5%	7	14%	2	5%	2	11%							3	10%	5	45%		
Far Below Proficient			4	5%									4	6%	3	6%	2	5%	1	6%							1	3%	1	9%		
Advanced & Proficient	*	60% or more	62	83%	*	60% or more	*	80% or more	*	60% or more	*	60% or more	56	89%	40	80%	34	89%	15	83%	*	95% or more	*	60% or more	*	60% or more	25	86%	5	45%	*	95% or more
Below Proficient & Far Below Proficient		40% or fewer	13	17%		40% or fewer		20% or fewer		40% or fewer		40% or fewer	7	11%	10	20%	4	11%	3	17%		5% or fewer		40% or fewer		40% or fewer	4	14%	6	55%		5% or fewer
WRITING																																
Advanced	*		18	24%	*		*		*		*		12	19%	8	16%	*		*		*		*		*		6	21%	0	0%	28	47%
Proficient			41	55%									43	68%	32	65%											17	59%	4	36%	28	47%
Below Proficient			16	21%									8	13%	8	16%											5	17%	7	64%	4	7%
Far Below Proficient			0	0%									0	0%	1	2%											1	3%	0	0%	0	0%
Advanced & Proficient	*	60% or more	59	79%	*	60% or more	*	80% or more	*	60% or more	*	60% or more	55	87%	40	82%	*	95% or more	*	90% or more	*	95% or more	*	60% or more	*	40% or fewer	23	79%	4	36%	56	93%
Below Proficient & Far Below Proficient		40% or fewer	16	21%		40% or fewer		20% or fewer		40% or fewer		40% or fewer	8	13%	9	18%		5% or fewer		10% or fewer		5% or fewer		40% or fewer		60% or more	6	21%	7	64%	4	7%
MATHEMATICS																																
Advanced	*		30	40%	*		4	33%	*		*		20	32%	16	32%	8	21%	4	22%	*		*		*		9	31%	2	18%	42	70%
Proficient			21	28%			5	42%					27	43%	21	42%	20	53%	8	44%							13	45%	3	27%	15	25%
Below Proficient			13	17%			0	0%					11	17%	6	12%	8	21%	6	33%							6	21%	2	18%	1	2%
Far Below Proficient			11	15%			3	25%					5	8%	7	14%	2	5%	0	0%							1	3%	4	36%	2	3%
Advanced & Proficient	*	60% or more	51	68%	*	60% or more	9	75%	*	40% or fewer	*	60% or more	47	75%	37	74%	28	74%	12	67%	*	95% or more	*	60% or more	*	40% or fewer	22	76%	5	45%	57	95%
Below Proficient & Far Below Proficient		40% or fewer	24	32%		40% or fewer	3	25%		60% or more		40% or fewer	16	25%	13	26%	10	26%	6	33%		5% or fewer		40% or fewer		60% or more	7	24%	6	55%	3	5%

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^ Designates Small School

Due to rounding percentages may not total 100

SB_06_Assessment Report

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 6 School Proficiency Levels by Subject	S t a t e		D i s t r i c t		S m a l l S c h o o l s		A . B o r e a l i s		C h a p m a n		C o n n e c t i o n s		C o o p e r L a n d i n g ^		F i r e w e e d A c d m y ^		H o p e ^		K S e l o ^		K B e a c h		K e n a i M i d d l e		M c N e i l C a n y o n		M o o s e P a s s ^	
	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																												
Advanced	31%	237	35%	14	33%	8	47%	8	50%	20	39%	*		*		**			0	0%	25	37%	38	31%	7	47%	*	
Proficient	45%	341	50%	16	37%	4	24%	5	31%	22	43%							4	50%	34	50%	64	52%	5	33%			
Below Proficient	17%	85	12%	9	21%	5	29%	3	19%	7	14%							3	38%	7	10%	16	13%	3	20%			
Far Below Proficient	6%	22	3%	4	9%	0	0%	0	0%	2	4%							1	13%	2	3%	5	4%	0	0%			
Advanced & Proficient	76%	578	84%	30	70%	12	71%	13	81%	42	82%	*	60% or more	*	80% or more			4	50%	59	87%	102	83%	12	80%	*	60% or more	
Below Proficient & Far Below Proficient	23%	107	16%	13	30%	5	29%	3	19%	9	18%		40% or fewer		20% or fewer			4	50%	9	13%	21	17%	3	20%		40% or fewer	
WRITING																												
Advanced	29%	211	31%	14	33%	*		6	38%	17	35%	*		*				*		22	32%	40	33%	6	40%	*		
Proficient	43%	325	48%	13	30%			6	38%	20	41%									30	44%	63	52%	5	33%			
Below Proficient	24%	131	19%	14	33%			4	25%	8	16%									16	24%	16	13%	4	27%			
Far Below Proficient	4%	15	2%	2	5%			0	0%	4	8%									0	0%	2	2%	0	0%			
Advanced & Proficient	72%	536	79%	27	63%	*	80% or more	12	75%	37	76%	*	60% or more	*	80% or more			*	40% or fewer	52	76%	103	85%	11	73%	*	60% or more	
Below Proficient & Far Below Proficient	28%	146	21%	16	37%		20% or fewer	4	25%	12	24%		40% or fewer		20% or fewer				60% or more	16	24%	18	15%	4	27%		40% or fewer	
MATHEMATICS																												
Advanced	31%	239	35%	14	33%	6	35%	10	63%	21	42%	*		*				1	13%	25	37%	45	37%	7	47%	*		
Proficient	36%	263	39%	13	30%	8	47%	3	19%	11	22%							3	38%	23	34%	56	46%	5	33%			
Below Proficient	16%	106	16%	6	14%	2	12%	1	6%	8	16%							3	38%	12	18%	11	9%	3	20%			
Far Below Proficient	17%	75	11%	10	23%	1	6%	2	13%	10	20%							1	12%	8	12%	9	7%	0	0%			
Advanced & Proficient	67%	502	73%	27	63%	14	82%	13	81%	32	64%	*	60% or more	*	80% or more			4	50%	48	71%	101	83%	12	80%	*	60% or more	
Below Proficient & Far Below Proficient	33%	181	27%	16	37%	3	18%	3	19%	18	36%		40% or fewer		20% or fewer			4	50%	20	29%	20	17%	3	20%		40% or fewer	

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^ Designates Small School

Due to rounding percentages may not total 100

STANDARDS BASED ASSESSMENT

School Proficiency Levels

2006 Grade 6 School Proficiency Levels by Subject	N %		N %		N %		N %		N %		N %		N %		N %		N %		N %		N %		N %		N %		N %					
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%		
READING																																
Advanced	*		18	28%	*		*		*		*		19	30%	14	34%	*		*		6	21%	*		*		3	13%	*		35	47%
Proficient			31	48%									39	61%	23	56%					18	62%					17	71%			33	45%
Below Proficient			12	19%									4	6%	1	2%					4	14%					4	17%			6	8%
Far Below Proficient			3	5%									2	3%	3	7%					1	3%					0	0%			0	0%
Advanced & Proficient	*	60% or more	49	77%	*	60% or more	*	60% or more	*	60% or more	*	40% or fewer	58	91%	37	90%	*	95% or more	*	60% or more	24	83%	*	60% or more	*	40% or fewer	20	83%	*	80% or more	68	92%
Below Proficient & Far Below Proficient		40% or fewer	15	23%		40% or fewer		40% or fewer		40% or fewer		60% or more	6	9%	4	10%		5% or fewer		40% or fewer	5	17%		40% or fewer		60% or more	4	17%		20% or fewer	6	8%
WRITING																																
Advanced	*		18	28%	*		*		*		*		16	25%	13	31%	12	33%	*		7	24%	*		*		0	0%	2	15%	32	43%
Proficient			26	41%									34	53%	19	45%	21	58%			16	55%					18	75%	7	54%	32	43%
Below Proficient			16	25%									14	22%	8	19%	2	6%			6	21%					6	25%	4	31%	10	14%
Far Below Proficient			4	6%									0	0%	2	5%	1	3%			0	0%					0	0%	0	0%	0	0%
Advanced & Proficient	*	60% or more	44	69%	*	60% or more	*	60% or more	*	60% or more	*	40% or fewer	50	78%	32	76%	33	92%	*	60% or more	23	79%	*	60% or more	*	40% or fewer	18	75%	9	69%	64	86%
Below Proficient & Far Below Proficient		40% or fewer	20	31%		40% or fewer		40% or fewer		40% or fewer		60% or more	14	22%	10	24%	3	8%		40% or fewer	6	21%		40% or fewer		60% or more	6	25%	4	31%	10	14%
MATHEMATICS																																
Advanced	*		19	30%	*		*		*		*		13	20%	19	45%	9	25%	*		6	21%	*		*		7	29%	3	23%	34	46%
Proficient			19	30%									33	52%	14	33%	20	56%			15	52%					9	38%	6	46%	23	31%
Below Proficient			18	28%									9	14%	4	10%	5	14%			5	17%					5	21%	3	23%	13	18%
Far Below Proficient			8	13%									9	14%	5	12%	2	6%			3	10%					3	13%	1	8%	4	5%
Advanced & Proficient	*	60% or more	38	59%	*	60% or more	*	60% or more	*	60% or more	*	40% or fewer	46	72%	33	79%	29	81%	*	60% or more	21	72%	*	60% or more	*	40% or fewer	16	67%	9	69%	57	77%
Below Proficient & Far Below Proficient		40% or fewer	26	41%		40% or fewer		40% or fewer		40% or fewer		60% or more	18	28%	9	21%	7	19%		40% or fewer	8	28%		40% or fewer		60% or more	8	33%	4	31%	17	23%

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^ Designates Small School

Due to rounding percentages may not total 100

**STANDARDS BASED ASSESSMENT
School Proficiency Levels**

2006 Grade 7 School Proficiency Levels by Subject	State	District		Small Schools		A. Borealis		Chapman		Connections		Cooper Landing^		Homer Middle		Hope^		K Seilo^		Kenai Middle		Kenai Youth			
		%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	
READING																									
Advanced	27%	227	31%	3	10%	*		*		16	33%	**		42	43%	*		*		39	30%	**			
Proficient	50%	383	53%	13	43%					26	53%			45	46%					72	56%				
Below Proficient	15%	81	11%	13	43%					6	12%			3	3%					13	10%				
Far Below Proficient	8%	37	5%	1	3%					1	2%			7	7%					4	3%				
Advanced & Proficient	77%	610	84%	16	53%	*	80% or more	*	80% or more	42	86%			87	90%	*	60% or more	*	40% or fewer	111	87%				
Below Proficient & Far Below Proficient	23%	118	16%	14	47%		20% or fewer		20% or fewer	7	14%			10	10%		40% or fewer		60% or more	17	13%				
WRITING																									
Advanced	15%	108	15%	3	10%	8	50%	*		8	16%			16	16%	*		*		21	17%				
Proficient	57%	439	61%	13	45%	5	31%			32	65%			63	65%					82	65%				
Below Proficient	21%	139	19%	11	38%	3	19%			6	12%			15	15%					21	17%				
Far Below Proficient	7%	38	5%	2	7%	0	0%			3	6%			3	3%					3	2%				
Advanced & Proficient	72%	547	76%	16	55%	13	81%	*	80% or more	40	82%			79	81%	*	60% or more	*	40% or fewer	103	81%				
Below Proficient & Far Below Proficient	28%	177	24%	13	45%	3	19%		20% or fewer	9	18%			18	19%		40% or fewer		60% or more	24	19%				
MATHEMATICS																									
Advanced	24%	184	25%	2	7%	*		1	9%	15	30%			35	36%	*		*		36	29%				
Proficient	38%	299	41%	9	31%			5	45%	22	44%			41	42%					56	44%				
Below Proficient	23%	161	22%	10	34%			1	9%	10	20%			14	14%					25	20%				
Far Below Proficient	15%	80	11%	8	28%			4	36%	3	6%			7	7%					9	7%				
Advanced & Proficient	62%	483	67%	11	38%	*	80% or more	6	55%	37	74%			76	78%	*	60% or more	*	40% or fewer	92	73%				
Below Proficient & Far Below Proficient	38%	241	33%	18	62%		20% or fewer	5	45%	13	26%			21	22%		40% or fewer		60% or more	34	27%				

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^ Designates Small School

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STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 7 School Proficiency Levels by Subject	Moose Pass		Nanwalek [^]		Nikiski Mi/High		Nikolaevsk [^]		Ninilchik		Port Graham [^]		Razdolna [^]		Seward Middle		Soldotna Middle		S.B. English [^]		Tebughna [^]		Voznesenka	
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
READING																								
Advanced	*		*		19	28%	*		7	44%	*		*		13	30%	71	28%	*		*		*	
Proficient					37	54%			6	38%					24	56%	140	55%						
Below Proficient					8	12%			2	13%					5	12%	28	11%						
Far Below Proficient					5	7%			1	6%					1	2%	15	6%						
Advanced & Proficient	*	60% or more	*	40% or fewer	56	81%	*	60% or more	13	81%	*	40% or fewer	*	60% or more	37	86%	211	83%	*	60% or more	*	60% or more	*	80% or more
Below Proficient & Far Below Proficient		40% or fewer		60% or more	13	19%		40% or fewer	3	19%		60% or more		40% or fewer	6	14%	43	17%		40% or fewer		40% or fewer		20% or fewer
WRITING																								
Advanced	*		*		4	6%	*		3	19%	*		*		11	26%	31	12%	*		*		1	8%
Proficient					43	62%			8	50%					19	45%	158	62%					6	50%
Below Proficient					15	22%			4	25%					8	19%	49	19%					5	42%
Far Below Proficient					7	10%			1	6%					4	10%	15	6%						0%
Advanced & Proficient	*	60% or more	*	40% or fewer	47	68%	*	60% or more	11	69%	*	60% or more	*	60% or more	30	71%	189	75%	*	60% or more	*	40% or fewer	7	58%
Below Proficient & Far Below Proficient		40% or fewer		60% or more	22	32%		40% or fewer	5	31%		40% or fewer		40% or fewer	12	29%	64	25%		40% or fewer		60% or more	5	42%
MATHEMATICS																								
Advanced	*		*		11	16%	*		4	25%	*		*		15	35%	54	21%	*		*		1	8%
Proficient					29	42%			5	31%					16	37%	105	42%					5	42%
Below Proficient					16	23%			5	31%					9	21%	64	25%					4	33%
Far Below Proficient					13	19%			2	13%					3	7%	29	12%					2	17%
Advanced & Proficient	*	60% or more	*	40% or fewer	40	58%	*	60% or more	9	56%	*	40% or fewer	*	40% or fewer	31	72%	159	63%	*	60% or more	*	40% or fewer	6	50%
Below Proficient & Far Below Proficient		40% or fewer		60% or more	29	42%		40% or fewer	7	44%		60% or more		60% or more	12	28%	93	37%		40% or fewer		60% or more	6	50%

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[^] Designates Small School

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**STANDARDS BASED ASSESSMENT
School Proficiency Levels**

2006 Grade 8 School Proficiency Levels by Subject	State	District	Small Schools			A. Borealis			Chapman			Connections			Cooper Landing [^]			Homer Middle			Hope [^]			K Seloa [^]			Kenai Middle			Moose Pass			
			%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%		
READING																																	
Advanced	33%	279	36%	16	42%	*	*			13	30%	*		58	27%	*	*			54	41%	*											
Proficient	50%	406	53%	16	42%					26	59%			41	19%					67	51%												
Below Proficient	13%	69	9%	6	16%					4	9%			112	53%					9	7%												
Far Below Proficient	4%	13	2%	0	0%					1	2%				0%					2	2%												
Advanced & Proficient	83%	685	89%	32	84%	*	80% or more	*	80% or more	39	89%	*	60% or more	99	47%	*	60% or more	*	60% or more	121	92%	*	60% or more										
Below Proficient & Far Below Proficient	17%	82	11%	6	16%		20% or fewer		20% or fewer	5	11%		40% or fewer	112	53%		40% or fewer		40% or fewer	11	8%		40% or fewer										
WRITING																																	
Advanced	8%	61	8%	2	5%	*	*			4	9%	*		19	17%	*	*			14	11%	*											
Proficient	68%	558	73%	26	68%					31	70%			78	70%					100	76%												
Below Proficient	18%	127	17%	10	26%					7	16%			13	12%					15	11%												
Far Below Proficient	6%	21	3%	0	0%					2	5%			2	2%					2	2%												
Advanced & Proficient	76%	619	81%	28	74%	*	80% or more	*	80% or more	35	80%	*	60% or more	97	87%	*	60% or more	*	60% or more	114	87%	*	60% or more										
Below Proficient & Far Below Proficient	24%	148	19%	10	26%		20% or fewer		20% or fewer	9	20%		40% or fewer	15	13%		40% or fewer		40% or fewer	17	13%		40% or fewer										
MATHEMATICS																																	
Advanced	26%	225	29%	12	32%	*		4	44%	10	23%	*		57	51%	*	*			35	27%	*											
Proficient	39%	327	43%	16	42%			2	22%	19	43%			31	28%					65	50%												
Below Proficient	17%	131	17%	6	16%			2	22%	9	20%			13	12%					24	18%												
Far Below Proficient	18%	84	11%	4	11%			1	11%	6	14%			11	10%					7	5%												
Advanced & Proficient	65%	552	72%	28	74%	*	80% or more	6	67%	29	66%	*	60% or more	88	79%	*	60% or more	*	60% or more	100	76%	*	60% or more										
Below Proficient & Far Below Proficient	35%	215	28%	10	26%		20% or fewer	3	33%	15	34%		40% or fewer	24	21%		40% or fewer		40% or fewer	31	24%		40% or fewer										

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**STANDARDS BASED ASSESSMENT
School Proficiency Levels**

2006 Grade 8 School Proficiency Levels by Subject	N a n w a l e k ^		N i k i s k i M i / H i g h		N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		S e w a r d M i d d l e		S o l d o t n a M i d d l e		S . B . E n g l i s h ^		T e b u g h n a ^		V o z n e s e n k a		
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																							
Advanced	*		16	30%	*		*		*		*		19	30%	81	30%	*		*		*		*
Proficient			27	50%									34	54%	167	61%							
Below Proficient			10	19%									8	13%	19	7%							
Far Below Proficient			1	2%									2	3%	5	2%							
Advanced & Proficient	*	60% or more	43	80%	*	60% or more	*	90% or more	*	60% or more	*	60% or more	53	84%	248	91%	*	60% or more	*	60% or more	*	80% or more	
Below Proficient & Far Below Proficient		40% or fewer	11	20%		40% or fewer		10% or fewer		40% or fewer		40% or fewer	10	16%	24	9%		40% or fewer		40% or fewer		20% or fewer	
WRITING																							
Advanced	*		1	2%	*		*		*		*		4	6%	14	5%	*		*		*		*
Proficient			33	61%									42	67%	203	74%							
Below Proficient			14	26%									15	24%	49	18%							
Far Below Proficient			6	11%									2	3%	7	3%							
Advanced & Proficient	*	60% or more	34	63%	*	60% or more	*	90% or more	*	60% or more	*	60% or more	46	73%	217	79%	*	60% or more	*	40% or fewer	*	80% or more	
Below Proficient & Far Below Proficient		40% or fewer	20	37%		40% or fewer		10% or fewer		40% or fewer		40% or fewer	17	27%	56	21%		40% or fewer		60% or more		20% or fewer	
MATHEMATICS																							
Advanced	*		11	20%	*		5	24%	*		*		21	33%	58	21%	*		*			4	40%
Proficient			18	33%			11	52%					23	37%	135	49%						3	30%
Below Proficient			15	28%			4	19%					11	17%	47	17%						0	0%
Far Below Proficient			10	19%			1	5%					8	13%	33	12%						3	30%
Advanced & Proficient	*	40% or fewer	29	54%	*	60% or more	16	76%	*	60% or more	*	60% or more	44	70%	193	71%	*	60% or more	*	40% or fewer		7	70%
Below Proficient & Far Below Proficient		60% or more	25	46%		40% or fewer	5	24%		40% or fewer		40% or fewer	19	30%	80	29%		40% or fewer		60% or more		3	30%

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STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 9 School Proficiency Levels by Subject	State	District		Small Schools		Connections		Homer Flex		Homer High		Hope ^		K Seio ^		Kenai Alternative		Kenai Central		Kenai Youth		Nanwalek ^		Nikiski Mi/High	
		%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N
READING																									
Advanced	39%	372	45%	11	26%	32	48%	*		83	61%	*		1	13%	1	10%	66	48%	*		0	0%	28	34%
Proficient	37%	314	38%	20	47%	24	36%			42	31%			4	50%	5	50%	54	39%			3	50%	36	43%
Below Proficient	20%	123	15%	7	16%	8	12%			11	8%			2	25%	4	40%	16	12%			2	33%	16	19%
Far Below Proficient	4%	24	3%	5	12%	2	3%			0	0%			1	13%	0	0%	1	1%			1	17%	3	4%
Advanced & Proficient	76%	686	82%	31	72%	56	85%			125	92%	*	60% or more	5	63%	6	60%	120	88%	*	40% or fewer	3	50%	64	77%
Below Proficient & Far Below Proficient	24%	147	18%	12	28%	10	15%			11	8%		40% or fewer	3	38%	4	40%	17	12%		60% or more	3	50%	19	23%
WRITING																									
Advanced	4%	48	6%	1	2%	3	5%			15	11%	*		0	0%	*		9	7%	*		0	0%	5	6%
Proficient	68%	571	69%	25	58%	44	68%			94	69%			4	50%			104	77%			3	50%	49	60%
Below Proficient	20%	153	18%	14	33%	12	18%			21	15%			4	50%			18	13%			2	33%	22	27%
Far Below Proficient	8%	56	7%	3	7%	6	9%			6	4%			0	0%			4	3%			1	17%	6	7%
Advanced & Proficient	72%	619	75%	26	60%	47	72%			109	80%	*	60% or more	4	50%	*	20% or fewer	113	84%	*	40% or fewer	3	50%	54	66%
Below Proficient & Far Below Proficient	28%	209	25%	17	40%	18	28%			27	20%		40% or fewer	4	50%		80% or more	22	16%		60% or more	3	50%	28	34%
MATHEMATICS																									
Advanced	23%	248	30%	14	33%	17	27%			58	43%	*		1	13%	*		44	32%	*		1	17%	18	22%
Proficient	34%	270	32%	10	23%	17	27%			38	28%			2	25%			47	35%			2	33%	31	38%
Below Proficient	20%	156	19%	13	30%	11	17%			21	16%			5	63%			26	19%			2	33%	17	21%
Far Below Proficient	23%	152	18%	6	14%	19	30%			18	13%			0	0%			19	14%			1	17%	16	20%
Advanced & Proficient	57%	518	62%	24	56%	34	53%			96	71%	*	60% or more	3	38%	*	20% or fewer	91	67%	*	40% or fewer	3	50%	49	60%
Below Proficient & Far Below Proficient	43%	308	37%	19	44%	30	47%			39	29%		40% or fewer	5	63%		80% or more	45	33%		60% or more	3	50%	33	40%

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^ Designates Small School

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 9 School Proficiency Levels by Subject	N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		S e w a r d H i g h		S k y v i e w H i g h		S o l d o t n a H i g h		S p r i n g C r e e k		S . B . E n g l i s h ^		T e b u g h n a ^		V o z n e s e n k a	
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
READING																						
Advanced	*		5	36%	*		*		26	41%	56	40%	60	48%	*		*		*		*	
Proficient			4	29%					26	41%	52	37%	44	35%								
Below Proficient			5	36%					9	14%	27	19%	15	12%								
Far Below Proficient			0	0%					2	3%	5	4%	5	4%								
Advanced & Proficient	*	60% or more	9	64%	*	60% or more	*	60% or more	52	83%	108	77%	104	84%	*	60% or more	*	80% or more	*	40% or fewer	*	80% or more
Below Proficient & Far Below Proficient		40% or fewer	5	36%		40% or fewer		40% or fewer	11	17%	32	23%	20	16%		40% or fewer		20% or fewer		60% or more		20% or fewer
WRITING																						
Advanced	*		0	0%	*		*		2	3%	6	4%	6	5%	*		1	10%	*		*	
Proficient			10	71%					46	74%	95	68%	94	76%			6	60%				
Below Proficient			2	14%					9	15%	27	19%	17	14%			2	20%				
Far Below Proficient			2	14%					5	8%	12	9%	7	6%			1	10%				
Advanced & Proficient	*	60% or more	10	71%	*	60% or more	*	40% or fewer	48	77%	101	72%	100	81%	*	40% or fewer	7	70%	*	40% or fewer	*	80% or more
Below Proficient & Far Below Proficient		40% or fewer	4	29%		40% or fewer		60% or more	14	23%	39	28%	24	19%		60% or more	3	30%		60% or more		20% or fewer
MATHEMATICS																						
Advanced	*		1	7%	*		*		11	18%	35	25%	43	35%	*		5	50%	*		*	
Proficient			6	43%					28	47%	48	34%	38	31%			1	10%				
Below Proficient			4	29%					10	17%	27	19%	23	19%			2	20%				
Far Below Proficient			3	21%					11	18%	31	22%	20	16%			2	20%				
Advanced & Proficient	*	60% or more	7	50%	*	60% or more	*	40% or fewer	39	65%	83	59%	81	65%	*	40% or fewer	6	60%	*	40% or fewer	*	80% or more
Below Proficient & Far Below Proficient		40% or fewer	7	50%		40% or fewer		60% or more	21	35%	58	41%	43	35%		60% or more	4	40%		60% or more		20% or fewer

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^ Designates Small School

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 10 School Proficiency Levels by Subject	State		District		Small Schools		Connections		Homer Flex		Homer High		Hope		K Seio		Kenai Alternative		Kenai Central		Kenai Youth		Nanwalek		Nikiski Mi/High		
	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
READING																											
Advanced	31%	256	35%	7	30%	16	32%	*		48	41%	*		*		*		46	39%	*		*		22	35%		
Proficient	51%	395	54%	13	57%	30	60%			58	49%							59	50%					31	49%		
Below Proficient	14%	63	9%	3	13%	4	8%			8	7%							10	9%					9	14%		
Far Below Proficient	4%	19	3%	0	0%	0	0%			4	3%							2	2%					1	2%		
Advanced & Proficient	82%	651	89%	20	87%	46	92%	*	80% or more	106	90%	*	60% or more	*	60% or more	*	80% or more	105	90%	*	40% or fewer	*	60% or more	53	84%		
Below Proficient & Far Below Proficient	18%	82	11%	3	13%	4	8%		20% or fewer	12	10%		40% or fewer		40% or fewer		20% or fewer	12	10%		60% or more		40% or fewer	10	16%		
WRITING																											
Advanced	5%	35	5%	0	0%	3	6%	*		14	12%	*		*		0	0%	7	6%	*		*		1	2%		
Proficient	71%	557	76%	18	78%	39	74%			83	71%					8	62%	91	77%					45	71%		
Below Proficient	19%	115	16%	5	22%	9	17%			14	12%					3	23%	18	15%					15	24%		
Far Below Proficient	5%	27	4%	0	0%	2	4%			6	5%					2	15%	2	2%					2	3%		
Advanced & Proficient	76%	592	81%	18	78%	42	79%	*	80% or more	97	83%	*	60% or more	*	60% or more	8	62%	98	83%	*	40% or fewer	*	60% or more	46	73%		
Below Proficient & Far Below Proficient	24%	142	19%	5	22%	11	21%		20% or fewer	20	17%		40% or fewer		40% or fewer	5	38%	20	17%		60% or more		40% or fewer	17	27%		
MATHEMATICS																											
Advanced	18%	155	21%	5	23%	8	18%	1	10%	36	31%	*		*		0	0%	24	20%	*		*		13	21%		
Proficient	44%	344	47%	9	41%	23	51%	3	30%	49	42%					3	23%	65	53%					26	43%		
Below Proficient	21%	161	22%	7	32%	10	22%	4	40%	21	18%					8	62%	22	18%					14	23%		
Far Below Proficient	17%	75	10%	1	5%	4	9%	2	20%	11	9%					2	15%	11	9%					8	13%		
Advanced & Proficient	62%	499	68%	14	64%	31	69%	4	40%	85	73%	*	60% or more	*	60% or more	3	23%	89	73%	*	60% or more	*	60% or more	39	64%		
Below Proficient & Far Below Proficient	38%	236	32%	8	36%	14	31%	6	60%	32	27%		40% or fewer		40% or fewer	10	77%	33	27%		40% or fewer		40% or fewer	22	36%		

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** No students in this grade this school year.

Due to rounding percentages may not total 100

STANDARDS BASED ASSESSMENT School Proficiency Levels

2006 Grade 10 School Proficiency Levels by Subject	N i k o l a e v s k ^		N i n i l c h i k		P o r t G r a h a m ^		R a z d o l n a ^		S e w a r d H i g h		S k y v i e w H i g h		S o l d o t n a H i g h		S p r i n g C r e e k		S . B . E n g l i s h ^		T e b u g h n a ^		V o z n e s e n k a		
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	
READING																							
Advanced	*		10	50%	*		**		18	33%	44	36%	34	28%	*		*		**		*		
Proficient			9	45%					28	52%	62	51%	83	68%									
Below Proficient			1	5%					6	11%	11	9%	4	3%									
Far Below Proficient			0	0%					2	4%	4	3%	1	1%									
Advanced & Proficient	*	60% or more	19	95%	*	40% or fewer			46	85%	106	88%	117	96%	*	25% or fewer	*	75% or more			*	80% or more	
Below Proficient & Far Below Proficient		40% or fewer	1	5%		60% or more			8	15%	15	12%	5	4%		75% or more		25% or fewer				20% or fewer	
WRITING																							
Advanced	*		3	16%	*				2	4%	2	2%	2	2%	*		*					0	0%
Proficient			15	79%					31	57%	100	85%	105	86%								10	100%
Below Proficient			0	0%					19	35%	13	11%	14	11%								0	0%
Far Below Proficient			1	5%					2	4%	3	3%	1	1%								0	0%
Advanced & Proficient	*	40% or fewer	18	95%	*	40% or fewer			33	61%	102	86%	107	88%	*	25% or fewer	*	75% or more				10	100%
Below Proficient & Far Below Proficient		60% or more	1	5%		60% or more			21	39%	16	14%	15	12%		75% or more		25% or fewer				0	0%
MATHEMATICS																							
Advanced	*		6	30%	*				13	24%	24	20%	23	18%	*		*					2	20%
Proficient			8	40%					19	35%	54	44%	72	58%								8	80%
Below Proficient			5	25%					11	20%	32	26%	24	19%								0	0%
Far Below Proficient			1	5%					11	20%	12	10%	6	5%								0	0%
Advanced & Proficient	*	40% or fewer	14	70%	*	40% or fewer			32	59%	78	64%	95	76%	*	25% or fewer	*	75% or more				10	100%
Below Proficient & Far Below Proficient		60% or more	6	30%		60% or more			22	41%	44	36%	30	24%		75% or more		25% or fewer				0	0%

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Due to rounding percentages may not total 100

STANDARDS BASED ASSESSMENT

School Proficiency Levels

READING

	Grade 3				Grade 4				Grade 5				Grade 6				Grade 7				Grade 8				Grade 9				Grade 10			
	Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient					
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
Ethnicity																																
AK Native/ American Indian	58	76	18	24	67	84	13	16	67	79	18	21	60	71	24	29	72	72	28	28	82	83	17	17	80	71	32	29	61	76	19	24
Afr American	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	7	78	2	22	6	86	1	14
Caucasian	485	87	70	13	421	90	47	10	512	88	69	12	481	86	78	14	505	85	86	15	566	91	59	9	577	84	108	16	561	90	59	10
Asian	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer
Hispanic	*	60% or more		40% or fewer	*	80% or more		20% or fewer	8	62	5	38	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	5	63	3	38	*	80% or more		20% or fewer
Mixed Ethnic	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer	12	80	3	20	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	80% or more		20% or fewer
Gender																																
Male	297	82	43	18	248	87	37	13	291	82	63	18	276	80	67	20	316	80	80	20	340	85	59	15	339	76	106	24	315	85	57	15
Female	280	91	27	9	289	91	28	9	315	91	31	9	302	88	40	12	295	88	39	12	352	94	23	6	350	90	41	10	338	93	25	7
Economically Disadvantaged																																
Low	238	82	54	18	220	87	32	13	237	79	64	21	227	77	68	23	230	77	69	23	243	83	50	17	218	72	85	28	201	85	36	15
Not Low	336	90	38	10	317	91	33	9	368	92	30	8	350	90	39	10	380	89	49	11	442	93	32	7	468	88	62	12	450	91	46	9
Limited English Proficiency																																
LEP	23	85	4	15	20	74	7	26	12	57	9	43	16	62	10	38	16	64	9	36	17	85	3	15	10	59	7	41	10	77	3	23
Not LEP	551	86	88	14	517	90	58	10	593	87	85	13	562	85	97	15	594	84	109	16	668	89	79	11	676	83	140	17	641	89	79	11
Students with Disabilities																																
Yes	61	56	48	44	59	61	38	39	57	51	55	49	28	33	58	67	59	51	57	49	81	66	41	34	50	44	64	56	55	54	47	46
No	516	92	44	8	478	95	27	5	549	93	39	7	550	92	49	8	552	90	62	10	611	94	41	6	639	89	83	11	598	94	35	6

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STANDARDS BASED ASSESSMENT

School Proficiency Levels

WRITING

	Grade 3				Grade 4				Grade 5				Grade 6				Grade 7				Grade 8				Grade 9				Grade 10			
	Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient					
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%		
Ethnicity																																
AK Native/ American Indian	50	66	26	34	65	80	16	20	65	78	18	22	46	55	37	45	65	66	34	34	69	71	28	29	68	61	44	39	53	67	26	33
Afr American	*	40% or fewer		60% or more	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	4	44	5	56	*	60% or more		40% or fewer
Caucasian	465	84	86	16	418	89	50	11	497	86	82	14	456	82	101	18	453	77	133	23	506	82	114	18	524	78	152	22	511	82	110	18
Asian	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	60% or more		40% or fewer	*	80% or more		20% or fewer	8	73	3	27	*	80% or more		20% or fewer	13	93	1	7	*	60% or more		40% or fewer
Hispanic	5	56	4	44	*	80% or more		20% or fewer	9	69	4	31	6	75	3	25	*	60% or more		40% or fewer	*	80% or more		20% or fewer	3	33	6	67	10	71	4	29
Mixed Ethnic	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	60% or more		40% or fewer	*	80% or more		20% or fewer	9	60	6	40	*	80% or more		20% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer
Gender																																
Male	280	78	78	22	241	85	44	15	271	77	80	23	249	73	92	27	259	66	132	34	290	73	105	27	296	67	145	33	271	73	101	27
Female	265	86	42	14	292	92	26	8	317	92	28	8	287	84	54	16	288	86	45	14	329	88	43	12	323	83	64	17	321	89	41	11
Economically Disadvantaged																																
Low	222	76	72	24	214	85	38	15	227	76	73	24	199	67	96	33	196	66	99	34	217	74	75	26	180	60	122	40	170	72	65	28
Not Low	323	87	48	13	319	91	32	9	361	91	35	9	336	87	50	13	351	82	78	18	402	85	73	15	439	83	87	17	422	85	77	15
Limited English Proficiency																																
LEP	25	93	2	7	23	85	4	15	12	57	9	43	11	42	15	58	13	52	12	48	15	75	5	25	6	35	11	65	9	75	3	25
Not LEP	520	82	118	18	510	89	66	11	576	85	99	15	525	80	131	20	534	76	165	24	604	81	143	19	613	76	198	24	583	81	139	19
Students with Disabilities																																
Yes	67	63	40	37	66	67	32	33	61	56	48	44	22	26	62	74	44	39	68	61	45	39	70	61	30	27	80	73	32	33	66	67
No	478	80	80	14	467	92	38	8	527	90	60	10	514	86	84	14	503	82	109	18	574	88	78	12	589	82	129	18	560	88	76	12

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STANDARDS BASED ASSESSMENT

School Proficiency Levels

MATHEMATICS

	Grade 3				Grade 4				Grade 5				Grade 6				Grade 7				Grade 8				Grade 9				Grade 10			
	Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient		Advanced/ Proficient		Below/ Far Below Proficient	
	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
Ethnicity																																
AK Native/ American Indian	53	70	23	30	55	69	25	31	60	72	23	28	50	60	33	40	55	46	44	44	65	66	34	34	61	56	48	44	42	53	37	47
Afr American	*	60% or more		40% or fewer	*	60% or more		40% or fewer	*	60% or more		40% or fewer	4	57	3	43	*	60% or more		40% or fewer	4	57	3	43	*	40% or fewer		60% or more	4	57	3	43
Caucasian	459	83	95	17	383	82	85	18	457	79	123	21	426	76	132	24	405	69	183	31	458	73	168	27	438	65	240	35	436	70	188	30
Asian	*	80% or more		20% or fewer	11	79	3	21	6	67	3	33	7	64	4	36	8	73	3	27	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	60% or more		40% or fewer
Hispanic	5	50	5	50	*	80% or more		20% or fewer	4	31	9	69	6	50	6	50	*	60% or more		40% or fewer	13	72	5	28	*	20% or fewer		80% or more	6	43	8	57
Mixed Ethnic	*	80% or more		20% or fewer	*	80% or more		20% or fewer	*	60% or more		40% or fewer	8	73	3	27	8	53	7	47	10	77	3	23	4	50	4	50	*	60% or more		40% or fewer
Gender																																
Male	291	81	69	19	225	79	59	21	261	74	90	26	245	72	96	28	255	65	139	35	295	74	106	26	283	65	155	35	266	71	111	29
Female	253	82	56	18	259	81	39	19	275	79	71	21	257	75	85	25	230	69	102	31	265	71	109	29	237	61	153	39	235	65	125	35
Economically Disadvantaged																																
Low	218	74	77	26	190	76	61	24	209	70	90	30	186	63	109	37	168	57	127	43	187	64	105	36	149	50	151	50	134	57	102	43
Not Low	323	87	48	13	294	84	57	16	326	82	71	18	315	81	72	19	315	73	114	27	365	77	110	23	369	70	156	30	365	73	134	27
Limited English Proficiency																																
LEP	21	78	6	22	23	85	4	15	12	57	9	43	12	46	14	54	11	44	14	56	13	65	7	35	9	50	9	50	10	77	3	23
Not LEP	52	81	119	19	461	80	114	20	523	77	152	23	490	75	167	25	472	68	227	32	539	72	208	28	509	63	298	37	489	68	233	32
Students with Disabilities																																
Yes	69	63	41	37	43	44	55	56	50	45	60	55	22	26	62	74	32	28	81	72	38	31	85	69	25	22	87	78	26	25	78	75
No	475	85	84	15	441	88	63	13	486	83	101	17	480	80	119	20	453	74	160	26	522	80	130	20	495	69	221	31	475	75	158	25

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HIGH SCHOOL GRADUATION QUALIFYING EXAM

School Proficiency Levels

HSGQE Class of 2007 Spring 2006 Test Administration		S t a t e	D i s t r i c t	C o n n e c t i o n s	H o m e r F l e x	H o m e r H i g h	H o p e	K a c h e m a k S e l o	K e n a i A l t e r n a t i v e	K e n a i C e n t r a l H i g h	K P Y o u t h F a c i l i t y	N a n w a l e k	N i k i s k i M i / H i g h	N i k o l a e v s k	N i n i l c h i k	P o r t G r a h a m	R a z d o l n a	S e w a r d H i g h	S k y v i e w H i g h	S o l d o n a H i g h	S p r i n g C r e k	S . B . E n g l i s h	V o z n e s e n k a	
Low/High Score Possible		100/600																						
READING																								
Passing Score		322																						
Proficient	Number	N/A	66	3	*	5	**	*	8	9	*	*	4	*	*	**	**	5	10	9	*	*	*	
	Percentage		57%	38%	60% or more	50%		60% or more	53%	75%	60% or more	40% or fewer	33%	60% or more	40% or fewer			63%	67%	60%	60% or more	60% or more	60% or more	
Not Proficient	Number		50	5		5			7	3			8					3	5	6				
	Percentage		43%	63%	40% or fewer	50%		40% or fewer	47%	25%	40% or fewer	60% or more	67%	40% or fewer	60% or more			38%	33%	40%	40% or fewer	40% or fewer	40% or fewer	
Total number tested			116	8		10			15	12			12					8	15	15				
WRITING																								
Passing Score		275																						
Proficient	Number		16	*	*	*			*	*	*	**	*	*	*			*	*	*	*	*	*	**
	Percentage		53%	40% or fewer	60% or more	40% or fewer			40% or fewer	60% or more	60% or more		40% or fewer	60% or more	60% or more			60% or more	40% or fewer	40% or fewer	60% or more	60% or more	60% or more	
Not Proficient	Number		14																					
	Percentage		47%	60% or more	40% or fewer	60% or more			60% or more	40% or fewer	40% or fewer		60% or more	40% or fewer	40% or fewer			40% or fewer	60% or more	60% or more	40% or fewer	40% or fewer	40% or fewer	
Total number tested			30																					
MATHEMATICS																								
Passing Score		328																						
Proficient	Number		40	5	*	*			*	5	*	*	4	*	*			3	3	3	*	*	*	
	Percentage		47%	38%	60% or more	40% or fewer			40% or fewer	63%	60% or more	60% or more	50%	60% or more	40% or fewer			38%	50%	33%	60% or more	60% or more	60% or more	
Not Proficient	Number		45	8						3			4					5	3	6				
	Percentage		53%	62%	40% or fewer	60% or more			60% or more	38%	40% or fewer	40% or fewer	50%	40% or fewer	60% or more			63%	50%	67%	40% or fewer	40% or fewer	40% or fewer	
Total number tested			85	13						8			8					8	6	9				

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HIGH SCHOOL GRADUATION QUALIFYING EXAM

School Proficiency Levels

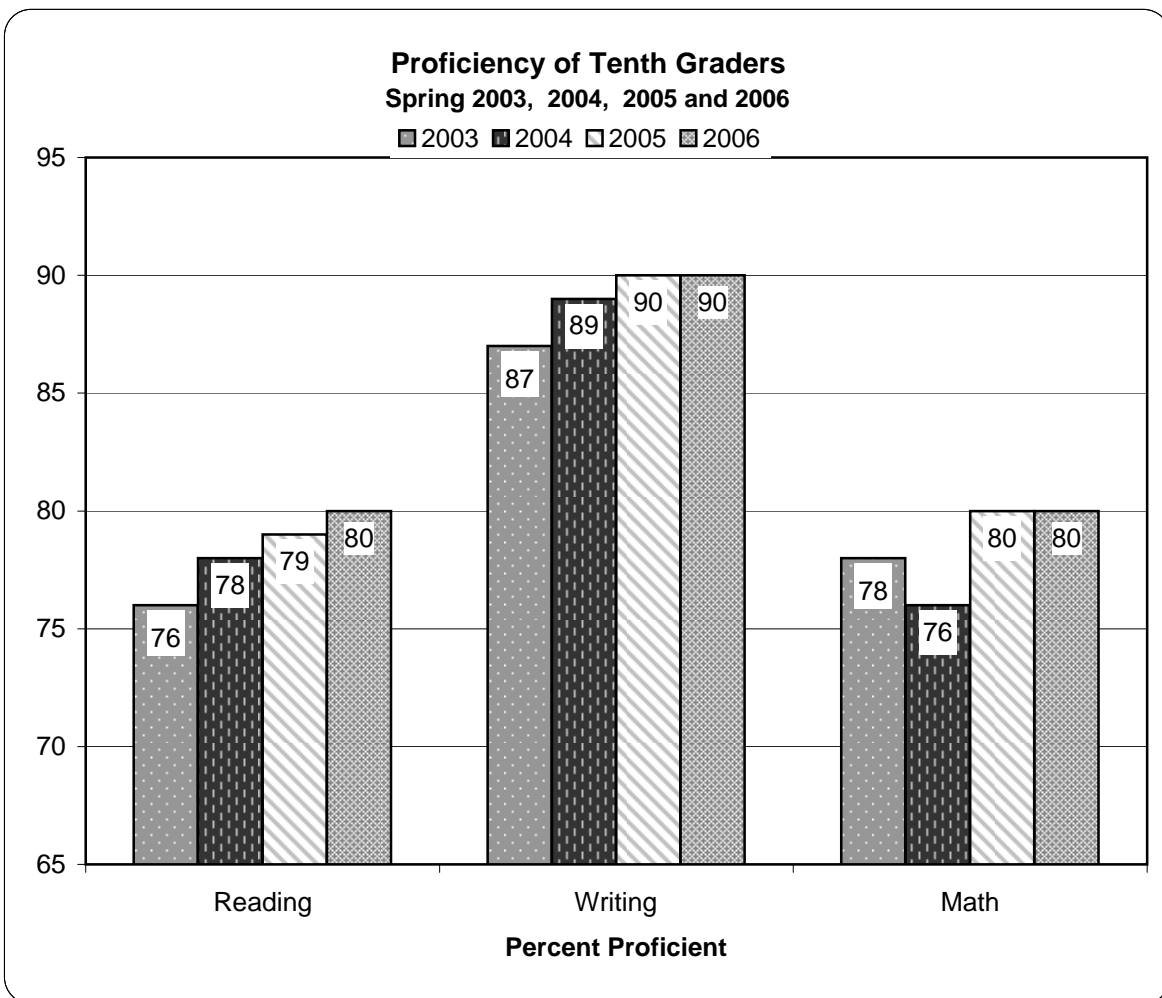
HSGQE Class of 2008 Spring 2006 Test Administration		S t a t e	D i s t r i c t	C o n n e c t i o n s	H o m e r F l e x	H o m e r H i g h	K e n a i A l t e r n a t i v e	K e n a i C e n t r a l H i g h	K P Y o u t h F a c i l i t y	K a c h e m a k S e l o	N a n w a l e k	N i k i s k i M i / H i g h	N i k o l a e v s k	N i n i l c h i k	S e w a r d M i / H i g h	S k y v i e w H i g h	S o l d o t n a H i g h	S B E n g l i s h	S p r i n g C r e e k	T e b u g h n a	V o z n e s e n k a
Low/High Score Possible		100/600																			
READING																					
Passing Score		322																			
Proficient	Number	7097	599	40	7	100	7	96	*	*	*	48	*	*	41	99	110	*	3	**	*
	Percentage	74%	80%	75%	70%	83%	64%	79%	40% or fewer	60% or more	40% or fewer	77%	60% or more	80% or more	73%	80%	89%	60% or more	27%		80% or more
Not Proficient	Number	2529	152	13	3	20	4	26				14			15	25	13		8		
	Percentage	26%	20%	25%	30%	17%	36%	21%	60% or more	40% or fewer	60% or more	23%	40% or fewer	20% or fewer	27%	20%	11%	40% or fewer	73%		20% or fewer
Total number tested		9626	751	53	10	120	11	122				62			56	124	123		11		
WRITING																					
Passing Score		275																			
Proficient	Number	8591	671	48	*	109	*	111	*	*	*	56	*	18	46	112	117	*	*		*
	Percentage	90%	90%	91%	80% or more	92%	20% or fewer	91%	60% or more	60% or more	60% or more	90%	60% or more	86%	82%	92%	94%	60% or more	20% or fewer		80% or more
Not Proficient	Number	967	75	5		10		11				6		3	10	10	7				
	Percentage	10%	10%	9%	20% or fewer	8%	80% or more	9%	40% or fewer	40% or fewer	40% or fewer	10%	40% or fewer	14%	18%	8%	6%	40% or fewer	80% or more		20% or fewer
Total number tested		9558	746	53		119		122				62		21	56	122	124				
MATHEMATICS																					
Passing Score		328																			
Proficient	Number	7395	607	38	*	96	6	106	*	*	*	49	*	*	40	98	113	*	6		*
	Percentage	77%	80%	70%	80% or more	80%	60%	87%	40% or fewer	60% or more	60% or more	80%	60% or more	90% or more	70%	80%	90%	60% or more	50%		80% or more
Not Proficient	Number	2201	143	16		24	4	16				12			16	24	12		6		
	Percentage	23%	19%	30%	20% or fewer	20%	40%	13%	60% or more	40% or fewer	40% or fewer	20%	40% or fewer	10% or fewer	29%	20%	10%	40% or fewer	50%		20% or fewer
Total number tested		9596	750	54		120	10	122				61			56	122	125		12		

HSGQE

Number and Percent of Tenth Graders Proficient

Spring 2003, 2004, 2005 and 2006

	March 2003		February 2004.		April 2005		April 2006	
	N	%	N	%	N	%	N	%
Reading	584	76	606	78	613	79	599	80
Writing	658	87	677	89	694	90	671	90
Math	591	78	598	76	624	80	607	80



Districtwide Results on the High School Graduation Qualifying Exams

Grade 10 - Reading

	Spring 2005				Spring 2006			
	Advanced/Proficient		Below/Far Below Proficient		Advanced/Proficient		Below/Far Below Proficient	
	N	%	N	%	N	%	N	%
<i>Ethnicity</i>								
AK Native / American Ind	43	60	29	40	50	59	35	41
Afr American	*	<i>60% or more</i>		<i>40% or fewer</i>	*	<i>60% or more</i>		<i>40% or fewer</i>
Caucasian	530	82	118	18	519	82	112	18
Asian	14	74	5	26	*	<i>80% or more</i>		<i>20% or fewer</i>
Hispanic	8	62	5	39	*	<i>80% or more</i>		<i>20% or fewer</i>
Mixed Ethnic	16	73	6	27	*	<i>60% or more</i>		<i>40% or fewer</i>
<i>Gender</i>								
Male	283	75	96	25	285	74	98	26
Female	330	83	67	17	314	85	54	15
<i>Econ Disadvantaged</i>								
Low	126	66	65	34	179	73	66	27
Not Low	487	83	98	17	450	83	86	17
<i>Limited English Prof</i>								
LEP	7	47	8	53	9	69	4	31
Not LEP	606	80	155	20	590	80	148	20
<i>Students with Disabilities</i>								
Yes	35	37	61	64	36	35	66	65
No	578	85	102	15	563	87	86	13

Districtwide Results on the High School Graduation Qualifying Exams

Grade 10 - Writing

	Spring 2005				Spring 2006			
	Advanced/Proficient		Below/Far Below Proficient		Advanced/Proficient		Below/Far Below Proficient	
	N	%	N	%	N	%	N	%
<i>Ethnicity</i>								
AK Native/American Ind.	56	78	16	22	62	76	20	24
Afr American	*	<i>60% or more</i>		<i>40% or fewer</i>	*	<i>60% or more</i>		<i>40% or fewer</i>
Caucasian	592	92	52	8	575	92	53	8
Asian	15	83	3	17	*	<i>80% or more</i>		<i>20% or fewer</i>
Hispanic	*	<i>80% or more</i>		<i>20% or fewer</i>	*	<i>80% or more</i>		<i>20% or fewer</i>
Mixed Ethnic	17	77	5	23	*	<i>60% or more</i>		<i>40% or fewer</i>
<i>Gender</i>								
Male	320	84	59	16	321	84	59	16
Female	374	95	18	5	350	96	16	4
<i>Econ Disadvantaged</i>								
Low	150	80	38	20	207	85	36	15
Not Low	544	93	39	7	464	92	39	8
<i>Limited English Prof</i>								
LEP	*	<i>80% or more</i>		<i>20% or fewer</i>	*	<i>80% or more</i>		<i>20% or fewer</i>
Not LEP	681	90	75	10	659	90	73	10
<i>Students with Disabilities</i>								
Yes	57	59	39	41	67	66	35	34
No	637	94	38	6	604	94	40	6

Districtwide Results on the High School Graduation Qualifying Exams

Grade 10 - Math

	Spring 2005				Spring 2006			
	Advanced/Proficient		Below/Far Below Proficient		Advanced/Proficient		Below/Far Below Proficient	
	N	%	N	%	N	%	N	%
<i>Ethnicity</i>								
AK Native/American Ind.	50	68	24	33	57	67	28	33
Afr American	*	<i>60% or more</i>		<i>40% or fewer</i>	*	<i>60% or more</i>		<i>40% or fewer</i>
Caucasian	533	82	118	18	520	83	108	17
Asian	*	<i>80% or more</i>		<i>20% or fewer</i>	*	<i>80% or more</i>		<i>20% or fewer</i>
Hispanic	7	54	6	46	11	79	3	21
Mixed Ethnic	16	73	6	27	*	<i>60% or more</i>		<i>40% or fewer</i>
<i>Gender</i>								
Male	305	80	76	20	316	83	65	17
Female	319	80	80	20	291	79	78	21
<i>Econ Disadvantaged</i>								
Low	133	69	59	4	178	73	66	27
Not Low	491	84	97	16	429	85	77	15
<i>Limited English Prof</i>								
LEP	11	73	4	27	10	71	4	29
Not LEP	613	80	152	20	597	81	139	19
<i>Students with Disabilities</i>								
Yes	31	31	69	9	43	42	59	58
No	593	87	87	13	564	87	84	13

Districtwide Graduation Rates by School and Subgroups

Graduation Rate: a fraction, the numerator of which is the number of graduates receiving a regular diploma before June 30, and the denominator of which is the sum of the number of graduates, plus the number of dropouts in grade nine three years prior, plus the number of unduplicated dropouts in grade 10 two school years prior, plus the number of unduplicated dropouts in grade 11 in the prior school year, plus the number of unduplicated dropouts in grade 12 during the current year, plus the number of grade 12 continuing students.

2006 Graduates	
Disaggregated by Ethnicity, Gender, Students with Disabilities and Limited English Proficient	
<i>Gender</i>	
Male	Female
58%	64%
<i>Ethnicity</i>	
AK Native	Afr American
48%	50%
Asian	Hispanic
70%	31%
Caucasian	American Ind
64%	25%

School Level Graduation Rates

District	High School Graduates	Graduation Rate (as calculated for AYP)
District	599	69%
Connections	34	45%
Homer Flex School	9	31%
Homer High School	90	73%
Hope School	1	100%
Kachemak Selo School	1	50%
Kenai Alternative High School	32	43%
Kenai Central High School	102	79%
Kenai Youth Detention Center	**	
Nanwalek School	1	100%
Nikiski Middle/ High School	48	79%
Nikolaevsk School	5	100%
Ninilchik School	14	88%
Razdolna School	1	50%
Seward High School	50	93%
Skyview High School	93	70%
Soldotna High School	103	82%
Spring Creek School	**	
Susan B English School	6	100%
Tebughna School	*	
Voznesenka Elementary	9	75%

*No Grade 12 students enrolled this school year.

**No Graduates this school year.

The Districtwide Assessment Program 2006/2007

In the 2006 / 2007 school year the Kenai Peninsula Borough School District will administer the following assessments:

Kindergarten Developmental Profile	Grades K, 1
Dynamic Indicators of Basic Early Literacy Skills	Grades K, 1, 2, 3
Standards Based Assessment	Grades 3 – 10
Science Standards Based Assessment	Grades 4, 8, 10
Terra Nova Complete Battery	Grades 5 and 7
Analytic Writing Assessment	Grades 5, 7, 9
High School Graduation Qualifying Examination	Grade 10, 11, 12
NAEP	Grades 4 and 8
ELP (English Language Proficiency)	Grades 3 - 11

Instrument	Grades/Levels	Time to Administer	Dates
Kindergarten Developmental Profile	Kindergarten Grade 1	Time Limit Not Set	September 5 – October 13, 2006
DIBELS/CBM	Kindergarten Grades 1, 2, 3	30 – 60 minutes	F – September 5 - 15 W – January 10 - 19 S – April 16 - 27
Standards Based Assessment	Grades 3 - 10 Reading, Writing, Math	Time Limit Not Set 2 – 3 hours/each test (over 3 days)	April 3, 4, 5, 2007
Terra Nova Complete Battery	Grades 5 and 7 (State Mandated)	3 hours	January 31 - February 16, 2007
Analytic Writing Assessment	Grades 5, 7, 9	Three 45-minute sessions (one session each day)	March 5 – 16, 2007
Alaska High School Graduation Qualifying Examination	Grade 10, 11, 12 (taken each year until passed) Reading, Writing, Math	Time Limit Not Set 2 – 3 hours/each test (over 3 days)	October 3, 4, 5, 2006 April 3, 4, 5, 2007
NAEP	Grades 4 and 8	TBA	Test dates will fall between January 22 – March 9
Science Standards Based Assessment	Grades 4, 8, 10 (field test at selected sites)	Time Limit Not Set	Test dates will fall between January 22 – March 9
ELP (English Language Proficiency)	Grades 3 -11	Time Limit Not Set	Test dates will fall between March 1 – April 30

September 11, 2006

TO: Board of Education

FROM: Tim Peterson, Director, Human Resources

THROUGH: Glen Szymoniak, Assistant Superintendent

SUBJECT: Approval of 2006-2009 KPEA Negotiated Agreement - Item 10b

It is recommended that the 2006-2009 KPEA Negotiated Agreement be approved as presented.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

**THE KENAI PENINSULA EDUCATION
ASSOCIATION**

FOR THE YEARS

2006-2007

THROUGH

2008-2009

Kenai Peninsula Borough School District
and
Kenai Peninsula Education Association

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100 DISTRICT RIGHTS

The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of certificated personnel, assignments, and job descriptions.

101 ASSOCIATION RECOGNITION

The District hereby recognizes the Kenai Peninsula Education Association/National Education Association-Alaska as the exclusive representative for all certificated employees in the Kenai Peninsula Borough School District, excluding the Superintendent, Associate Superintendents, Assistant Superintendents, Chief Financial Officer, Directors, Assistant Directors, Coordinators, Principals, Assistant Principals, Principal/Teachers, day to day substitute teachers and any other whose job description requires a B Certificate.

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.

Unless the context in which they are used clearly requires otherwise, words in the Agreement denoting gender shall include both the masculine and feminine.

102 CONTRACT DEFINITIONS FOR THE PURPOSE OF THIS AGREEMENT

- A. *Aggrieved Person* or *Grievants* shall mean a certificated employee or group of certificated employees filing a grievance.
- B. *Association* is the organization, which is recognized, for the purpose of this agreement, to represent certificated employees whose regular salary is determined by the teacher's salary schedule.
- C. *Board* is the Board of Education of the Kenai Peninsula Borough School District.
- D. *Certificated Teacher* is a certificated employee whose regular salary is determined by the teacher's salary schedule. As used in this agreement, teacher and certificated teacher have the same meaning.
- E. *District* is the Kenai Peninsula Borough School District.

- F. *Employee* when used hereinafter in the Agreement shall refer to all certificated employees represented by the Kenai Peninsula Education Association.
- G. *KPEA* or Association when used hereinafter in the Agreement shall refer to the Kenai Peninsula Education Association.
- H. *Superintendent* is the Superintendent of the Kenai Peninsula Borough School District or designee and shall hereafter be referred to as the Superintendent.
- I. *Termination* is a dismissal, resignation, or other discontinuance of the employment relationship between the Board and certificated teacher.
- J. *Transfer* specifies a change from the building unit(s) to which a teacher is assigned.
- K. *Unit* is an individual school or other assigned department.

105 TEACHER'S SALARY SCHEDULE

Year One: 2006 - 2007						
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	37,530	38,727	40,731	42,160	43,589	45,020
(B)	38,727	40,732	42,160	43,589	45,020	46,449
(C)	40,731	42,161	43,589	45,020	46,449	47,879
(D)	42,160	43,590	45,020	46,449	47,879	49,312
(E)	43,589	45,020	46,449	47,879	49,312	50,740
(F)	45,020	46,449	47,879	49,312	50,740	52,167
(G)	46,448	47,900	49,312	50,740	52,167	53,594
(H)	48,550	49,312	50,740	52,167	53,594	55,027
(I)	49,950	50,740	52,167	53,594	55,027	56,455
(J)	51,323	52,837	53,594	55,027	56,455	57,885
(K)	52,669	54,238	55,027	56,455	57,885	59,313
(L)	53,989	55,612	57,126	57,885	59,313	60,743
(M)		56,957	58,246	59,313	60,743	62,173
(N)		58,277	59,646	60,743	62,173	63,605
(O)			61,018	62,843	64,275	65,707
(P)			62,365	64,243	65,675	66,995
(Q)			63,685	65,616	67,048	68,395
(R)				66,962	68,394	69,768
(S)				68,282	69,713	71,114
(T)						72,433
Eligible Employees Shall Receive a Step						
Additional Information Section 110						

Year Two: 2007 - 2008						
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	38,468	39,695	41,750	43,214	44,679	46,146
(B)	39,695	41,751	43,214	44,679	46,146	47,610
(C)	41,750	43,215	44,679	46,146	47,610	49,076
(D)	43,214	44,680	46,146	47,610	49,076	50,544
(E)	44,679	46,146	47,610	49,076	50,544	52,008
(F)	46,146	47,610	49,076	50,544	52,008	53,471
(G)	47,609	49,097	50,544	52,008	53,471	54,934
(H)	49,764	50,544	52,008	53,471	54,934	56,402
(I)	51,199	52,008	53,471	54,934	56,402	57,866
(J)	52,606	54,158	54,934	56,402	57,866	59,333
(K)	53,986	55,594	56,402	57,866	59,333	60,796
(L)	55,338	57,002	58,554	59,333	60,796	62,262
(M)		58,381	59,702	60,796	62,262	63,728
(N)		59,734	61,137	62,262	63,728	65,195
(O)			62,544	64,414	65,881	67,350
(P)			63,924	65,850	67,317	68,669
(Q)			65,277	67,256	68,725	70,105
(R)				68,636	70,104	71,513
(S)				69,989	71,456	72,892
(T)						74,244
Eligible Employees Shall Receive a Step						
Additional Information Section 110 Salary Conditions						
		LONGEVITY				75,729
Salary Conditions						

Year Three: 2008 - 2009						
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	39,238	40,489	42,585	44,078	45,572	47,069
(B)	40,489	42,586	44,078	45,572	47,069	48,562
(C)	42,585	44,079	45,572	47,069	48,562	50,058
(D)	44,078	45,573	47,069	48,562	50,058	51,555
(E)	45,572	47,069	48,562	50,058	51,555	53,049
(F)	47,069	48,562	50,058	51,555	53,049	54,541
(G)	48,561	50,079	51,555	53,049	54,541	56,033
(H)	50,759	51,555	53,049	54,541	56,033	57,531
(I)	52,223	53,049	54,541	56,033	57,531	59,024
(J)	53,658	55,241	56,033	57,531	59,024	60,519
(K)	55,066	56,706	57,531	59,024	60,519	62,011
(L)	56,445	58,142	59,725	60,519	62,011	63,507
(M)		59,549	60,896	62,011	63,507	65,002
(N)		60,928	62,360	63,507	65,002	66,499
(O)			63,795	65,702	67,199	68,697
(P)			65,203	67,167	68,663	70,043
(Q)			66,582	68,601	70,099	71,507
(R)				70,009	71,506	72,943
(S)				71,389	72,885	74,349
(T)						75,729
Eligible Employees Shall Receive a Step						
Additional Information Section 110 Salary						
Conditions						
		LONGEVITY				77,244

110 SALARY CONDITIONS

- A. All teaching positions shall be filled by certificated personnel.
- B. The effective length of the contract shall normally be a maximum of 188 teacher days never to include more than 180 student days in session and three (3) teacher workshop days. In the event that the calendar configuration necessitates the inclusion of both the Labor Day and Memorial Day Holidays, the teacher contract shall be 189 days to accommodate the additional holiday.
- C. For any school year, the salary placement indicated in the teacher's employment contract is binding and irrevocable on both the District and the individual teacher for that school year if no objection to the salary placement is raised in writing by either the District or the teacher on or before November 1 of the school year. If notification is received prior to November 1 and an adjustment to the salary placement is warranted, retro active payment shall be made for the current year only.
- D. A teacher teaching part time for a full year will be credited with a year of service for advancement on the salary schedule for each year of

service. Teachers who request less than full-time contracts and move to that status will receive proportionate credit.

1. .50 - .74 will earn one (1) step every second year.
 2. .75+ will receive full credit.
- E.** PhD's will receive \$4000 added to annual salary. National Board of Professional Teaching Standards Certification or Certificate of Clinical Competency from the American Speech, Language and Hearing Association or National Certification of School Psychologists (NCSP) from the National Association of School Psychologists, or National Board Certification from the National Board for Certification of Occupational Therapy, or physical therapists with national certification will receive \$2000 added to annual salary. Only one PhD or one national certification will be recognized.
- F.** All teachers not receiving a step increase in column C90/M shall be paid as part of their salary in the second and third year of the agreement a longevity payment of 2% of salary placement.
- G.** Vertical movement (steps) on the salary schedule shall be limited in any year to one step. There is no limit to column movement except movement beyond "C+36 or M" will require a Master's degree. College/University credits must be accredited from one of the following six regional accreditations associations: The Middle States Association of Colleges and Schools; The New England Association of Schools & Colleges; The North Central Association of Colleges and Schools; The Northwest Association of Schools and Colleges; The Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.

115 INITIAL PLACEMENT ON THE SALARY SCHEDULE

The initial salary schedule placement for employees will be determined by the Human Resources Department at the time of issuance of actual contracts. Verification of previous service and official transcripts which give evidence of an earned Bachelor's degree and qualification for a teaching certificate must be submitted to HR no later than November 1. A copy of the teacher's current teaching certificate must accompany the official transcripts.

A. Column Placement

Placement on the salary schedule will be based upon credits earned after the teaching certificate is issued, unless an advanced degree in the

subject area relative to the teacher's certification was earned before the certificate was issued.

Candidates earning their teaching certificate through the MAT (Master of Arts in Teaching) Program will be given credit for an advanced degree.

Credits earned after issuance of the teaching certificate will be evaluated by the Human Resources Department and must qualify under the following: (a) taken as a part of an advanced degree, (b) relate to an immediate assignment, (c) qualify for a specialized assignment (in conjunction with the teacher's major or minor field).

College/University credits must be accredited from one of the following six regional accreditation associations: The Middle States Association of Colleges and Schools; The New England Association of Schools & Colleges; The North Central Association of Colleges and Schools; The Northwest Association of Schools and Colleges; The Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.

B. Step Placement

Initial placement on the salary schedule will recognize a maximum of five (5) full years of contracted public school or accredited teaching experience (maximum placement Step F). Partial years of service will not be recognized for salary schedule placement except as provided for in Alaska Code 4 AAC 15.020.

120 EXTRACURRICULAR PROGRAMS

- A.** These salaries represent the amount to be paid by the School District when the activity has been approved by the Board and the teacher has fulfilled the activity contract.
- B.** No extracurricular salary will exceed or be less than the ranges specified except as provided under the terms of this agreement.
- C.** The following payment method shall be used for employees receiving an extracurricular contract:

A lump sum payment will be made at the end of the activity with the regular paycheck specifying regular salary and extracurricular salary. Extracurricular pay shall not be paid early by separate check.

- D.** Certified teachers who are qualified will be given first opportunity to sponsor extracurricular activities before non-certified personnel are contacted.
- E.** Extracurricular salary schedules are for those activities carried on outside the instructional school day.
- F.** A separate contract addendum for each extracurricular activity will be issued. If possible, contracts will be issued prior to the beginning of the activity.
- G.** When dividing a single activity between two or more sponsors, the salary shall be prorated between/among them.
- H.** The District may provide a driver(s), other than the activity sponsor(s) for activity vans, if a request for a driver is made in writing to the Building Administrator by the sponsor two (2) days before the activity.
- I.** In the event the Board adds a new activity or program to the extracurricular agreement, or significantly redefines an existing activity, the range for this new or redefined activity will be commensurate with equal or similar activities.
- J.** Providing the status of an extracurricular program is known, if a sponsor of an extracurricular activity is not to be rehired for the subsequent year, he/she will be notified in writing before the last day of the school term.
- K.** As positions become vacant, certificated teachers within their respective buildings who are qualified shall be given consideration to sponsor extracurricular activities before certified teachers in other buildings.

121 EXTRACURRICULAR SALARY SCHEDULE

Extracurricular range values for employees shall be:

Range	Amount		Range	Amount		Range	Amount
1	204		5	869		9	2,112
2	368		6	1,030		10	2,698
3	592		7	1,214		11	3,197
4	753		8	1,418		12	3,649

130 REIMBURSEMENT FOR PHYSICAL EXAMINATION

- A.** Physical exams are required per 4 AAC 06.050. Examinations shall be required for employees every three years. The District shall reimburse an employee for the costs of required medical examinations up to one hundred dollars (\$100) in addition to the cost of required examinations for positive PPD Test, subject to a copy of receipt of payment to the doctor and completed medical examination form. No reimbursement will be made to an employee who fails to satisfy the established physical examination deadline.
- B.** Employees who are required to have a medical examination will be notified by the District.
- C.** Upon receipt of all necessary documents, reimbursement shall be issued by the District within thirty (30) days after receipt of necessary documents.
- D.** No payment shall be made for medical examinations required for initial employment.

135 MILEAGE REIMBURSEMENT RATE

For all certificated staff whose duties require automobile travel, as determined by the Superintendent, the mileage reimbursement rate shall be the same rate as that paid to other School District employees.

140 DISCRETIONAL MATERIALS

The School Board shall allocate a discretionary material fund in the amount of \$200 per teacher to be used by classroom teachers, librarians, and counselors for incidental instructional materials. Half-time employees shall receive one-half the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the school's general fund.

150 VANDALISM

The Borough has a policy that may provide coverage for vandalism of employees' personal property.

210 HEALTH CARE

The District health care program is self-funded. Program costs are solely a product of administrative expenses and actual claims experience.

A health care cost committee shall determine and control the health care program for all District employees covered by the program during the term of this agreement including but not limited to the following; setting the amount of employee monthly contributions, benefits and coverage provided, cost containment measures, evaluating and deciding the outcome of appeals, regulating use of the health care cost reserve account, and implementing any wellness measures it deems beneficial to employees and the health care program. The committee will be composed of up to nine (9) members and KPEA will be entitled to at least three (3) Association representatives on the committee. The Director of Human Resources will be the plan administrator.

The committee will meet and establish by-laws regulating its functioning within 120 days after ratification of this contract and then annually review those by-laws in September of each year unless the committee deems that an alternate time would be better. Establishment of the initial by-laws will be by a majority vote of the entire committee. The committee will meet monthly unless this is changed by the committee members in accordance with the committee's by-laws.

Only permanent and permanent part-time employees who currently work four (4) or more hours per day are eligible for year-round health care benefits.

The District will make contributions to the health care program for each participant on a 12-month basis as follows:

FY07 775.00 per eligible employee per month
FY08 775.00 per eligible employee per month
FY09 875.00 per eligible employee per month

Employee participants will make contributions to the health care program on a 12-month basis as follows:

FY07 125.00 per eligible employee per month
FY08 125.00 per eligible employee per month
FY09 125.00 per eligible employee per month

In FY08 and FY09, 10% of any increase in total operating fund financial support from the State of Alaska will be used to reduce total health care expenses. These reductions will first lower the 50/50 portion of the payments, then the employee contribution, and finally, the district portion. The portion of new operating fund money identified by the State to be dedicated to TRS/PERS shall be excluded from these calculations.

At the discretion of the health committee, a maximum of \$20,000 of the reserve may be used during the term of this agreement to examine cost containment measures, ways to improve or alter health care coverage, and/or a wellness program.

All funds deposited into the health care account in excess of actual expenditures will be placed in the health care cost reserve account to be used only to offset future health care cost increases.

Expenditures in excess of available health care cost account reserves shall be borne equally between the District and all eligible employees. Should health care costs remain below the negotiated monthly cap per employee for a twelve (12) month period, any such savings shall be applied to the reserve account to offset future year expenses and/or provide additional benefits.

The District agrees to work with the health plan committee to provide reasonable time for meetings and provide adequate support including an expert health care consultant for plan design. Administrative leave will be provided for all participants.

The District shall maintain a “reward” system to protect the plan from inaccurate charges by Service Providers. The District and employee shall evenly divide any monetary benefits resulting from the correction of such charges. Errors made by the plan administrator are ineligible for this reward.

A flexible benefit account program, under the provision of Section 125 of the Internal Revenue Service Code, will continue.

220 LIABILITY INSURANCE

The Board shall provide each certificated employee with at least five-hundred thousand dollars (\$500,000) of tort liability insurance. This insurance shall cover all potential liabilities, including attorney fees, which occur in the scope of their employment (except suits against the District or another District employee). Protection from liability suits arising from assigned duties, or through supervision of extracurricular activities shall be specific items contained in the policy.

221 WORKER’S COMPENSATION

- A.** The School District, being required by law to carry worker’s compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).
- B.** A worker’s compensation report must be filed in the Central Office within forty-eight (48) hours of a compensatory accident. Forms shall be available in all school offices.
- C.** The employee has two compensation options during any absence in conjunction with a work-related injury.

1. The employee may choose to take worker's compensation payments in lieu of a salary benefit and retain his/her accrued sick leave. The worker's compensation benefit will always be lower than the sick leave benefit.

2. The employee may choose to take worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage.

D. An employee on worker's compensation shall accrue all leave benefits available for that position.

230 LIFE INSURANCE

A. Life insurance coverage in an amount equal to the employee's annual salary rounded to the next highest thousand will be provided by the District at no cost to all eligible employees. An employee may increase coverage to a maximum of double his/her annual salary by paying the additional premium. In the event of accidental death, the insurance shall pay double the specified amount.

B. It is the employee's responsibility to sign and return the application card. All employees will complete and have on file in the Accounting Office a listing of beneficiaries.

C. Ten thousand dollars (\$10,000) of term life insurance shall be provided for the spouse of the employee at no additional cost to the employee. This ten thousand dollar (\$10,000) coverage does not apply when both husband and wife are employees of the School District.

D. Dependent coverage (optional): Dependent benefits, are as described by the carrier. The cost to the employee shall not exceed the per month premium rate established by carrier and shall cover all listed dependents.

E. Conversion provisions: Any employee may obtain, within thirty (30) days after termination (for any reason), an individual policy without a physical examination, subject to provisions and rates established by the insurance carrier.

232 INSURANCE DURING APPROVED LEAVES

All teachers on any Board approved leave shall be afforded the opportunity to continue at their own expense, participation in any insurance program to which he/she was entitled as a teacher under contract.

305 INSTRUCTIONAL LEAVE

All members of the full-time teaching staff of the District may be excused one (1) day for instructional leave without loss of pay, upon application to and prior approval of the Superintendent and/or designee. Instructional leave days shall be used to enhance the teacher's current teaching assignment, and may include observing or collaborating with other teachers. Leave days granted for work-related activity at the direction of the Administration shall not affect instructional leave.

Leave not used by employees at the end of the fiscal year shall be placed into an instructional leave bank (Section 306), not to exceed 150 days.

306 INSTRUCTIONAL LEAVE BANK

Unused instructional leave (Section 305) at the end of the fiscal year shall be placed into an instructional leave bank, not to exceed 150 days.

The instructional leave bank will provide an opportunity for a tenured, certificated employee of the Kenai Peninsula Borough School District to apply for up to five (5) days leave per year to receive state or national professional awards or recognition, to pursue professional development in the form of attending or presenting at educational conferences, to present at graduation, or to participate in non-district educational work such as professional association work (excluding labor association). The list of awards and recognitions shall be mutually developed on an on-going basis.

The days in the leave bank will be approved according to the instructional leave bank guidelines. A teacher receiving days from the instructional leave bank may not request further days until the second semester of the following year.

APPLICATION PROCESS:

- A.** Electronic applications to the instructional leave bank shall be completed, printed, and signed by the employee at least forty-five (45) days in advance of the requested leave. The instructional leave bank application shall then be forwarded by the employee to the immediate supervisor for signature. The signed application form shall be forwarded by either the employee or the immediate supervisor to the Human Resources Director for further action or approval.
- B.** Upon signature by the immediate supervisor, the employee shall forward an electronic version of the completed application to the KPEA President for further action or approval by the KPEA Executive Board.
- C.** Should the District and KPEA not agree on the employee's requested use of the instructional leave bank, the employee may request a meeting with a District and a KPEA representative for final appeal. Final

approval of the application will not be granted unless the District and KPEA reach consensus.

- D.** The District shall notify the employee of the final action. If the bank request is approved by KPEA and the District, it shall be forwarded to payroll for action.

307 LEGAL LEAVE

- A.** If a suit is brought against a teacher for actions taken within Board policy and the scope of his/her employment, the teacher shall be entitled to leave with pay for any periods of work which are missed as a result of legally participating in such proceedings if directed by the Board Attorney.
- B.** If a teacher misses work because of jury duty, or is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the teacher is not a party, i.e., plaintiff, defendant, etc., the teacher shall be paid his/her normal compensation for any periods of work so missed. Any compensation issued to the teacher by the legal system will not be submitted to the district.

310 CAREER DEVELOPMENT

The Career Development program shall be funded annually at 1.0 times the average salary for the term of this Agreement. The average salary shall be defined as the average of the highest and the lowest cells of the salary schedule. All unexpended funds up to \$10,000 shall roll forward to the subsequent fiscal year for the Career Development program.

320 PERSONAL LEAVE

Certificated employees shall have four (4) days personal leave per year cumulative to eight (8).

Except in situations in which the building administrator and the Superintendent consider extenuating, personal leave will not be granted during the first two (2) weeks or the last two (2) weeks of the school year. No more than ten percent (10%) of certificated staff may take personal leave on any given day.

Unused personal leave may be cashed in at the end of the school year per the following guidelines: No more than three (3) days per year may be cashed in. The value of each

day will be equivalent to the teacher's per diem. A request must be received by payroll on or before May 31.

Personal days that are requested and then not used may be reissued after written application (on the form) to the Human Resources Office. Application shall be made within thirty (30) days of the unused personal day.

Teachers formally retiring from the teaching profession with vested service in the Alaska Teacher's Retirement System may choose from the two following options: (1) receive a cash settlement for their accrued personal leave days. This amount shall be the number of accrued personal leave days times their per diem rate; or (2) may submit a request no later than November 1 to exchange up to four (4) personal leave days for a contract extension for site level approved projects. The remainder of personal leave would be eligible for cash out at the per diem rate.

325 PERSONAL AND SICK LEAVE FOR LESS THAN FULL-TIME EMPLOYEES

Teachers on half-time contracts shall receive only four (4) half-days personal leave and twelve (12) half-days sick leave. These benefits for other employees working more than one half-time will be prorated to the proportion of their contract.

330 CIVIC LEAVE

The School Board shall grant a leave of absence without pay to any teacher to campaign, or serve, in a public office, not to exceed ten (10) teachers at any time. Unpaid leave shall be granted, not to exceed five (5) days, for a teacher to campaign for a candidate for a public office other than him/herself.

335 SABBATICAL LEAVE

A sabbatical leave may be granted for up to four (4) teachers per year by the School Board for educational purposes including study in another area of specialization. To be eligible, an applicant must have completed at least seven (7) full years of service in the District. (AS 14.20.280).

- A.** Teachers requesting sabbatical leave must complete the sabbatical leave form and submit a copy in writing no later than February 1 to the KPEA President and the Superintendent. Action must be taken by the School Board on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

- B.** The School Board reserves the right to pay the recipient in terms of compensation and/or payments of benefits. The recipient reserves the right to accept or reject the terms of the sabbatical leave. On approval of sabbatical leave the employee is encouraged to contact the Human Resources Department for clarification of the Board approved terms prior to accepting the sabbatical leave.
- C.** Notification of return from sabbatical leave must be given to the Superintendent in writing and postmarked on or before February 1.
- D.** Upon return from sabbatical leave, a teacher shall be placed on salary schedule at the level he/she would have achieved had he/she remained actively employed in the District during the period of his/her absence.

340 SICK LEAVE

The District shall credit, without limit, sick leave with pay to all teachers in a manner consistent with AS 14.14.107 as amended, Title 4 Alaska Administrative Code 4 AAC 15.040, and at a rate not less than one and one-third (1-1/3) days per month and consistent with the following provisions:

- A.** All bargaining unit members shall be allowed to choose provisions of either the Alaska or Federal Family Medical Leave Acts, based on their eligibility for the FML.
- B.** The Board shall furnish a written statement to employees at the end of each school year indicating accumulated sick leave.
- C.** A teacher may use accrued sick leave for leave due to illness, accident, or medical, dental, or optical appointments.
- D.** Certificated teachers will be eligible for sick leave due to personal disability caused or contributed to by pregnancy in the same manner as all other disabilities.
- E.** A maximum of ten (10) days of sick leave per incident shall be granted to a teacher in the event of serious illness, accident, hospitalization or temporary confinement in his/her immediate family. For leave of more than five (5) days, the District shall require a written statement from a licensed physician or practitioner.
- F.** A maximum of three (3) days of sick leave may be used for parental purposes within the first week of the birth or adoption of a child.

- G.** All leaves contained in this section shall be subtracted from the teacher's sick leave allowance.
- H.** For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, guardian, and ward.
- I.** Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.
- J.** No past decisions regarding sick leave will be considered as precedent.
- K.** Upon request by the District, the employee will submit proof that the leave was used for approved purpose.
- L.** Teachers with no accrued sick leave on their first contracted work day may run a negative sick leave balance up to six (6) days through December. Any remaining negative sick leave balance shall be adjusted as a loss of pay on the January pay check.

341 SICK LEAVE BANK

The sick leave bank will be administered in accordance with AS14.14.105 and as follows: Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the bargaining unit member have been exhausted.

Withdrawals may be made for up to twice the number of sick days accumulated before the first day of school of the current school year, or 24 days, whichever is greater. The employee is not automatically entitled to the number of days for which he may be eligible.

Teachers beginning service with the District shall contribute one (1) day to the bank, immediately following the January pay period or the first accumulated day thereafter. When the bank drops below 500 days each bargaining unit member shall contribute one (1) day to the bank. The day shall be taken at the pay period following the drop in bank days below 500. If no day is available for contribution, the first accumulated day thereafter shall be contributed.

Teachers formally retiring from Alaska TRS shall not be required to contribute to the sick leave bank in their last year of employment if the District is notified no later than January 15.

Within ten (10) days of the end of the Quarter, as listed on the Board Calendar, the District will generate a report listing days used by the sick bank recipients, and the current number of reserve days.

APPLICATION PROCESS

- A.** Applications to the sick bank shall be completed by the employee and forwarded to the Human Resources Office for review of accuracy and completion.
- B.** Complete applications in accordance with sick bank rules, will be forwarded to the KPEA, for their review and recommendation.
- C.** Applications will be returned to the Human Resources Office for action. Should the District and KPEA not agree, no action will be taken until consensus can be reached.
- D.** Bank withdrawals shall not be granted for child rearing or elective surgery that could be performed during vacations.
- E.** Ten (10) or more consecutive days of absence must occur before a withdrawal from the sick bank may be requested. However, if the teacher anticipates more than ten (10) consecutive days of absence, the teacher may submit a sick leave bank application prior to the end of the ten (10) days absence.
- F.** Withdrawal requests of one (1) or more days shall be based on the employee's personal medical necessity and be accompanied by a medical recommendation. The KPEA Executive Board and/or the District may request a second opinion.
- G.** A copy of the final action shall be sent to the employee and KPEA. If the bank request is approved by the District, it shall be forwarded to payroll for action.
- H.** Unless otherwise mutually agreed, bank withdrawals shall be granted on one time per year for the same illness.

342 USE OF SICK LEAVE FOR BEREAVEMENT

Accrued sick leave may be used for bereavement in the event of a death in the immediate family for a maximum of ten (10) school days. This leave must be taken within thirty (30) days of the death of the immediate family member.

For purposes of this section only, immediate family is defined as parent, spouse, child, brother, sister, (including in-law and step relationships), grandparent, grandchild, guardian, ward, and dependents living in the household.

In the event of the death of a colleague or student in a school where the employee works, the employee may use up to eight hours of his/her accrued sick leave to attend a funeral or memorial service.

Exceptions to the provisions contained in this section may be granted at the discretion of the Superintendent.

Upon request by the District, the employee will submit proof that the leave was used for the approved purpose.

345 UNPAID LEAVE OF ABSENCE

- A.** Any teacher may, upon written request to the Superintendent and with approval of the School Board, be granted an unpaid leave of absence for illness, professional study, or for personal reasons; however, it is the policy of the School Board not to grant leaves in excess of five (5) percent of the certificated staff each year. Unpaid leaves of absence may be granted only to employees who have completed five (5) consecutive full-time years of service in the District.
- B.** Short leaves of two (2) weeks or less may be approved for extenuating circumstances by the Superintendent, without School Board approval, after submission of request to the Superintendent by the building administrator.
- C.** Members of the teaching staff, when granted unpaid leaves of absence, will not be guaranteed immediate employment upon their return unless they return to duty on the first day of the school year. Notification of such return must be given to the Superintendent in writing and postmarked on or before February 1.
- D.** Members of the teaching staff, when granted leaves of absence for an advanced education degree, or an illness, shall have the option to return to the same position and/or site they had when requesting the leave. Leave granted for any other reason will result in assignment as determined by the Superintendent.
- E.** Unpaid leaves of absence may be granted for one (1) year at a time without pay and may be subject to renewal in the cases of military duty. Any employee who chooses to remain in the military service longer than six (6) months after becoming eligible for discharge shall forfeit all rights to reinstatement.
- F.** If an employee on unpaid leave of absence remains away from duty beyond the expiration date of his/her leave or renewal, his/her position shall be vacated by such failure to return.

- G. Emergency leave may be granted to a professional employee at the discretion of the Superintendent.
- H. Unpaid leave of absence, when granted for gaining an additional educational degree, shall allow the teacher the option of paying into the teacher retirement system. Refer to AS 14.20.345.D.
- I. Criteria for granting one-half (1/2) or one (1) year leave shall be applied equally and equitably to all teachers.

**346 Leave of Absence For Reserve or Auxiliary Members of Armed Forces.
(AS 39.20.340)**

- A. An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed 16 1/2 working days in any 12-month period. If the military pay is less than the employee's normal gross wage, the employee will be compensated up to his or her normal gross wage from the District.
- B. If an employee is called to active duty by the governor, an employee otherwise qualified under (A) of this section is entitled to five days leave of absence without loss of pay, time, or efficiency rating.
- C. If the School District employee has the option to serve his/her military duty when school is not in session, that person shall elect that option.

405 ADDITIONAL EDUCATIONAL EMPLOYMENT

- A. The decision to grant an extended contract shall be made by the Superintendent, with reference to building recommendation and the building budget. The salary for an extended contract shall be computed using the teacher's per diem rate. The teacher may accept or reject the extended contract.
- B. Any mandated training must occur within the KPBSD adopted school calendar or within five (5) work days before or after the KPBSD adopted calendar(s) and shall be paid at the teacher's per diem rate.

- C. The salary for any other additional educational employment shall be paid at the teacher's per diem rate.
- D. Upon agreement between the teacher and the School District, teachers may be contracted for special projects. Such contracts shall be voluntary.

410 INVOLUNTARY TRANSFERS

When involuntary transfer or reassignment is necessary, an individual's area of competence, major/minor field of study, length of service in the District, and other relevant factors including, among other things, State and/or Federal laws, rules, regulations or administrative directives shall be considered in determining which teacher is to be transferred or reassigned.

An involuntary transfer or reassignment shall be made only after a meeting between the individual involved, the immediate supervisor, and Human Resources. The involved individual shall always be able to request attendance at the meeting by a KPEA representative. At the meeting, the individual shall be notified of the reason for transfer. If a teacher is involuntarily transferred more than twenty (20) miles from his/her place of residence moving expenses shall be paid in accordance with A.S. 14.20.148. No teacher shall be involuntarily transferred for arbitrary or capricious reasons.

Employees being involuntarily transferred due to declining enrollment will be informed of appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment. If possible, the employee being involuntarily transferred will visit the new assignment prior to transfer.

An employee transferred due to declining enrollment shall have first right of refusal if the position is reinstated at the school from which the teacher was transferred. Teachers shall retain this right of refusal for 36 months from the date of involuntary transfer.

411 VOLUNTARY TRANSFERS

Teachers who desire a change in grade/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than February 1. Teachers shall be encouraged to fill out transfer requests as early as possible, though not before October 1 of the current school year. Such statement shall include the grade and/or subject to which the individual desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

Voluntary transfer requests shall remain active and in effect until July 15. Tenured teachers will be granted interviews. Transfers shall be made based on decisions by the building administrators and Human Resources.

After July 15 all transfer requests on file will become null/void. Individuals may then apply for positions which are open. Interviews and transfers shall be made based on decisions by the building administrators and Human Resources.

In the consideration of requests for voluntary reassignment and/or transfer, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. Criteria will include: the wishes of the individual, individual qualifications, instructional requirements, and length of service in the School District. In order to be eligible for a voluntary transfer, a teacher must have obtained tenure except in situations that the Superintendent deems to be extenuating. A teacher whose transfer request is not granted shall upon written request to Human Resources, be provided with the reasons for the denial, in writing.

After August 1, the School District shall, upon request from KPEA, make a list available which includes vacancies, existing positions filled for the coming year, the names of persons reassigned, transferred and newly appointed and the positions which they have been given. The list may be updated upon request. KPEA shall be responsible for the distribution of said list to buildings.

415 STUDENT DISCIPLINE PROCEDURE

When in the judgment of a teacher, a student discipline matter requires the attention of the unit administrator, the unit administrator or designee after being informed of the desire for a conference by the teacher, shall arrange, as soon as possible, for a conference between the teacher and the administrator or designee to discuss the problem and to assist the teacher in developing a solution for the student discipline problem.

Administrators will be especially aware of discipline problems involving verbal and/or physical abuse and will respond accordingly, making sure they have done their best to ensure safety for all employees and students.

420 DUTY-FREE LUNCH

Every governing body shall allow its teachers in school facilities with four or more teachers a daily duty-free mealtime of at least thirty (30) minutes reasonably scheduled during the middle of the teacher's work day (AS 14.20.097), except in case of an emergency. A teacher shall be free during this time to leave the building after informing the unit supervisor or designee. The unit administration will be responsible for implementation of the duty-free lunch.

425 SCHOOL CLOSURES

In the event that it becomes necessary to close the school(s) because of inclement weather, volcanic disruption or other acts of God, the District Administration shall make every attempt to notify the appropriate media services.

No employee shall be required to remain on a campus after the District has given notification to close the employee's work site because of hazardous health and safety conditions. Employees may be assigned to another work site. Employees shall remain at the school site until such time that all students are released from the school.

In the event that the District Administration delays the opening of school(s), employees shall report thirty (30) minutes before the students' start time, and leave thirty (30) minutes after the students' departure time.

Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave.

Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules.

When the District determines to make-up school days missed, such scheduling of make-up days shall be accomplished with input from members of the bargaining unit in the affected buildings.

In case of extended closure these rules shall not apply.

427 FORCED ABSENCES

If the building administrator, a licensed personal physician, and/or a physician selected by the District, requires a teacher to leave the building because of a work-caused health hazard not normally present in the environment which causes a physical illness or complicates a physical health condition, the teacher shall be provided with leave with full pay and suffer no loss in benefits (including, but not limited to sick leave) until such time as the unusual condition is eliminated.

430 HALF-DAY PROGRAM PLANNING TIME

The last day of each of the first three academic quarters will be a minimum day for students as defined by Alaska Department of Education and Early Development. This minimum day program planning time will be used at the teacher's discretion for grading and planning purposes.

431 INSERVICE TRAINING AND WORKSHOPS

Determination as to the implementation of inservice training will be by the Superintendent.

435 JOB OPENINGS

All vacancies that occur during the calendar year will be publicized and the staff given the opportunity to apply for these positions. During the school year a notice of all vacancies will be e-mailed to the KPEA Building Representatives. This notification will be received before the application process begins. Openings will also be posted on the district web page.

KPEA will provide the Human Resources Department an updated building representative list.

436 TEACHER INVOLVEMENT IN SELECTION OF ADMINISTRATION

There will be teacher committee input into the selection of the teacher's building administrator(s) and/or immediate supervisor. The Association recognizes that the final hiring decision rests with the Board and/or Superintendent.

440 JOB SHARING

If two (2) teachers voluntarily choose to share one (1) teaching position, and the unit administrator who will supervise the position approves of the job sharing, all of the following conditions shall prevail:

- A.** Both teachers shall be tenured.
- B.** Both teachers in job-sharing assignment shall continue to be covered by the terms of this Agreement except that:
 - 1. They shall be eligible and accrue a proportional share of the leave benefits, salary, District insurance costs, which are the same as their percentage of the job-sharing contract.
 - 2. If a teacher in a job-sharing assignment wishes to purchase, at his/her personal expense, any insurance benefits limited by (B-1) above, he/she will be allowed to do so.
- C.** No teacher shall be required to share an assignment.

- D.** In the event of any computation of seniority, teachers in the voluntary job-sharing position shall be granted a proportional year's experience for each year in which they have signed a contract to perform part-time teaching service for 180 or more school days.
- E.** In the event of a reduction in force, teachers in job-sharing positions may be required to convert to full-time position.
- F.** The participants shall agree prior to commencement of the job share who has priority of the position should the job share cease.

445 PERSONNEL 201 FILES

Each teacher's permanent personnel 201 files shall be maintained under the following conditions:

- A.** All materials placed in the 201 file and originating within the District shall be available to the teacher, or teacher's designee, for inspection by appointment.
- B.** Evaluation forms and other documents pertaining to the teacher's performance and character shall remain a permanent part of the 201 and shall not be removed without written notification.
- C.** The teacher shall have the right to respond in writing to any material filed, and such response shall be included in the 201 file.
- D.** All references and information originating outside the District on the basis of confidentiality, and information obtained within the District in the process of evaluating the teacher for initial employment, shall not be available for inspection or response by the teacher. Upon acquiring tenure the above material contained in this section (D) will be removed from the 201 file upon the teacher's request.
- E.** Material originating within the District which is derogatory to a teacher regarding that teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. Derogatory material proven to be unfounded in a grievance resolution shall not be retained in the 201 file.
- F.** When the teacher refuses to sign the material, notice of refusal shall be forwarded to KPEA and a copy of such notice attached to the material and filed in the 201 file.

- G.** There shall only be one official personnel file containing material for evaluative purposes; that is the Personnel/201 file. Official material used for evaluative purposes, or non-retention for performance reasons, will be placed in the 201 file.

- H.** It is recognized by the Association that building files are maintained. Building files will not be transferred. Except for corrective emails, memos, and letters addressed to the employee and formal evaluations, building files for all tenured teachers will be destroyed by the outgoing administrator when the administrator is no longer employed at that site. The above corrective documents shall be destroyed after three years from date of issuance.

446 DUE PROCESS

The process of discipline shall begin when it has been determined a problem exists. Any complaint known by the Administration, and not called to the attention of the employee within a reasonable time may not be used as the basis for any disciplinary action against the employee. Anonymous complaints may not be used as basis for disciplinary action.

An employee is entitled to Association representation at any meeting that may lead to disciplinary action. The District will schedule the meeting at a time that allows Association presence without unnecessary delays.

The District agrees to follow a standard of progressive discipline, provided however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

At Level 3 (School Board) hearings and arbitration on issues concerning discipline, the District bears the burden of proof.

No employee shall be disciplined, deprived of professional advantage, or reprimanded without just cause.

450 INSTRUCTIONAL FREEDOM

- A.** It is the intent of the parties to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean that teachers may exercise academic freedom in pursuit of the adopted District goals and objectives. Within this context teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall

be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content.

- B.** It is the intent of the parties that this article shall be utilized only to process claims that academic freedom, as defined in paragraph A above, has been breached by some specific, definitive act or order of the Administration or Board.

451 ASSIGNMENT OF STUDENT GRADES

- A.** The teacher has the initial right and accepts full responsibility to determine student grades, within the grading policy of the District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible.
- B.** No student grade shall be changed by anyone other than the teacher unless the Superintendent approves it. The person making the change shall, in writing, notify the teacher who originally assigned the grade.

455 REDUCTION OF STAFF

The District may implement a layoff if it is necessary to reduce the number of tenured teachers because school attendance in the District has decreased; or the basic need of the District determined under AS 14.17.410(b)(1) and adjusted under AS 14.17.900(b) decreases by three percent (3%) or more from the previous year.

The procedures set forth in this Section apply to reduction in the number of tenured teachers, excluding tenured teachers who have been dismissed or non-retained per AS 14.20.175.

If the District has necessary budget information available to make a decision regarding staffing prior to March 15, it shall notify the Association of a potential need for a reduction in staff for the next year. Failure to give such notice by March 15, shall not prevent the District from non-retention of tenured teachers under AS 14.20.177, providing individual notification statutes have been followed.

The District may place a tenured teacher on layoff notice only after all non-tenured teachers have been given notice on non-retention, except in the case where a necessary position cannot be filled by a qualified tenured teacher. Qualifications shall be determined per AS 14.20.177.

At the time the District determines that a reduction in staff is necessary, the District shall identify academic and other programs they determine to maintain in implementing the layoff plan.

SENIORITY

Seniority means a teacher's length of consecutive service in years, months and days with the District. Seniority shall accrue from the date the Board acts to approve the contract, or from the effective date authorized by the Board, whichever comes first. Seniority computation is also defined by the following;

- A.** Time spent on unpaid leave, lay-off, or on paid leave shall count towards seniority for the purpose of determining seniority for RIF.
- B.** Seniority earned as a teacher shall be retained as long as the teacher remains under continuous contract with the District, or is on lay-off status.
- C.** Seniority of part-time teachers shall be treated as if the teachers have been employed on a full-time basis.
- D.** Lot shall resolve ties in seniority.

The District shall maintain a seniority list of all current teachers. A copy shall be provided to the Association and to each building representative by November 1 of each year. The list shall include the following information: name, board hire date, effective start date, endorsement.

Any changes by a teacher to his/her placement on the seniority list must be made prior to December 15 of the year in which the list is published.

The District may attempt to lessen the impact and extent of a reduction in staff through encouragement of unpaid leaves, retirement, or by any other means deemed appropriate.

LAY-OFF

In the event that it is necessary to reduce the number of tenured teachers, the District shall notify, in writing, the least senior teacher, pursuant to the seniority list, who is qualified for a position as shown by an endorsement on Alaska teaching certificate, academic majors designated on official transcripts, or any other factors defined under State law, that he/she is being laid off.

The names of teachers who are laid off because of a reduction in staff shall be placed on a recall list that is prepared in the same manner as the seniority list and which shall include the date of layoff.

The date of layoff is the last day a teacher works after receiving a layoff notice or the date of the layoff notice, whichever is later in time.

RECALL

Teachers who are laid off shall be recalled for vacant teaching positions. Vacant positions shall be offered to laid off teachers in the order of most seniority first with qualifications for the position as determined by endorsement on teaching certificate, academic major or other qualifications under State law.

It is the responsibility of the teacher to provide the District with a current address.

Teachers shall remain on the recall list for thirty-six (36) months from the date of layoff, unless the teacher:

- A.** Fails to provide the District with a current address.
- B.** Fails to respond to an offer, which shall be sent by certified mail, return receipt requested, within ten (10) days of the date a notice of recall is received by the teacher.
- C.** Refuses a position with at least the same number of hours as his/her former position, unless the position is located more than twenty (20) miles from the teacher's former position, or unless the teacher declines the offer because the teacher is contractually obligated to provide service to another private or public educational program.

Part-time teachers shall be eligible for recall to an equivalent or greater position.

All benefits allowable, including tenure status and earned leaves, to which a teacher was entitled at the date of layoff, shall be restored in full on re-employment.

Laid off teachers shall be entitled to COBRA benefits in accordance with applicable laws and regulations.

460 RECALL RIGHTS AND TENURE ACQUISITION

- A.** Any teacher hired (1) for an entire school term to replace another teacher who is on an approved leave of absence, or (2) after the start of the school year but not later than October 10th, and is employed until the end of the school term under contract shall be retained in either case for the following school year unless:
 - 1.** The teacher is notified of non-retention pursuant to AS 14.20.175 and applicable District Policy. In such situations the teacher shall

have the right to challenge the non-retention pursuant to applicable District policy and State statutes. If the teacher is non-retained in this fashion, no re-employment rights shall be available under Section 455 of the negotiated Agreement or otherwise; or

2. The teacher is notified of a RIF affecting future employment. The RIF is based on either a reduction in funding or enrollment and is not related to the teacher's performance. In such situations recall pursuant to Section 455 of the negotiated Agreement shall apply; or
3. The teacher has filled a position held by another teacher who is unavailable due to long-term illness, approved leave or other situation from which the prior teacher returns to work the following school term. In such situation, the new teacher shall be entitled to recall rights pursuant to Section 455 of the negotiated agreement, unless the new teacher has received a proper notification of non-retention as provided under Section A (above).

- B. Any teacher who is hired after October 10 in any given school term until the end of the school term may be non-retained for the following school term due to lack of adequate time to fully evaluate the teacher's performance and capabilities. Unless such a teacher is non-retained pursuant to Section A hereof, no additional notice of non-retention beyond the contract itself shall be required but the teacher shall be eligible to apply for continued employment with the District and will be considered for re-employment based upon all relevant factors including the teacher's past performance with the District. No specific rehire rights shall exist, however, pursuant to Section 455 of the negotiated Agreement or otherwise. Administrators, when hiring, shall be made aware of teachers hired after October 10 during the preceding year. The list shall include their name, grade/subject assignment and school site.
- C. Any teacher who is hired under a contract which terminates prior to the end of the school term shall have no rehire rights or right to further notice of non-retention other than the contract. Such teacher shall be eligible to apply for rehire with the District.
- D. If a teacher initially employed under paragraph A hereof is rehired for the next full school term, the District shall treat the teacher as if the teacher had been employed for the entire school term during the teacher's first year of employment. Thus, the first year of teaching shall be treated as a full year of service for placement on the negotiated salary scale, and, should the District seek to non-retain the teacher during the

teacher's third year of employment, the process shall be bound by applicable District policies, State statutes, and the negotiated agreement.

- E. Should the District seek to non-retain a teacher, initially hired for the 1996-97 school year and thereafter, during the teacher's fourth year of employment, the process shall be bound by applicable District policies, State statutes, and the negotiated agreement.

463 SUBCONTRACTING

In the event of the need to sub-contract a position for services mandated by law, the Association will be notified. The Board must attempt to fill positions using standard hiring procedures before resorting to sub-contracting.

466 SPECIALISTS

The Board recognizes the importance of specialists in the area of Special Services, Library, Art, Music, Computers, and Physical Education, and also recognizes the importance of consultants in the area of Guidance, Reading, Health and Testing.

470 WORKDAY

The District and the Association recognize and agree that the teacher's responsibility to the students, community, and profession generally entails the performance of duty and expenditure of time and service beyond classroom duty hours.

- A. Teachers shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period, unless specifically excused by the principal. Teachers will have discretion in adjusting their schedules for work related evening commitments, consistent with safety and professional responsibility. This provision allows teachers to best utilize their planning and conference times to meet the needs of the individual teacher and parents of the students served. A teacher's flexible schedule shall not interfere with regularly scheduled staff meetings or assigned duties. Teachers shall notify parents of office hours during which conferences may be scheduled. Other times may be arranged by the teacher as necessary to assure parents opportunities for discussion.
- B. The 60 minutes beyond the student day shall be utilized in such a manner to maximize the efficient use of time for planning and conferences (ie. 45/15 or 15/45). In no case shall the teacher's normal workday begin or end less than 15 minutes before or after the student

day. Upon request, teachers will provide administrators with their flexible schedule.

- C. Consistent with 470 (A), teachers are expected to give precedence to faculty meetings, curriculum development meetings, or assigned school duties so long as these meetings do not exceed the student day by more than one hour. Faculty meetings will be scheduled no more than once per week. Teachers shall be expected to attend one open house per year unless the administrator excuses the teacher for extenuating circumstances.

474 IMPACT OF CLASS SIZE

The parties acknowledge that nothing contained herein shall limit the Board's prerogative and authority to set the size of any class at whatever level it desires. The parties also acknowledge that there exists a definite relationship between the students' needs and the amount of work required of the teacher.

Further, the District recognizes the importance of placing Special Education students in the Least Restrictive Environment and involving all teachers in the inclusion model.

In recognition of the importance of both class size and the inclusion model, a teacher who believes his/her class composition and size significantly disrupts or impedes the students' education will request a meeting with supervisory personnel and/or the shared decision-making team for the purpose of seeking feasible alternatives. A meeting will be scheduled as soon as possible after receipt of such request. Should a satisfactory resolution not be reached at the building level, the teacher may appeal to the Superintendent for resolution. The appeal meeting must take place within thirty (30) days.

475 TEACHER PREPARATION PERIODS

All full-time teachers at the junior high and senior high level will have five (5) unassigned preparation periods per week, or the equivalent of, after mutual agreement of the majority of staff and administration. The District will consider elementary principal/staff proposals which incorporate prep periods equivalent in duration to those of junior and senior high school teachers. All full-time elementary teachers and other teachers will be provided with at least one (1) uninterrupted thirty (30) minute preparation period per day. Such teacher preparation periods shall not occur during the first thirty (30) or the last thirty (30) minutes of the teacher's duty day. Teachers not classified in the above groups shall be provided with the same relief and preparation time to the same extent as other teachers in the District. Elementary and secondary schools staffed with six (6) or fewer certificated teachers are exempt from the above standards if the certificated staff and the school administration agree on a different plan to accomplish planning time.

Teachers serving in more than one building shall be provided adequate travel time and a minimum of five (5) minutes additional time before student contact at their additional buildings.

No teacher shall be required to give up his/her preparation time for substituting or travel.

479 TEACHER EXCHANGE

- A.** The District may allow currently contracted tenure teachers to exchange assignments within the District for a period of one (1) year. If both teachers exchanging assignments wish to remain in their exchanged assignments, they may be allowed to do so as long as the exchange is within their areas of academic preparation.
- B.** If a teacher with prior approval of the District and subject to the terms of the Alaskan Regulation Title 4 – 4AAC30.010 arranges to participate as an exchange teacher in an international, interstate, or intrastate teacher exchange program, and if the District agrees to the exchange, the exchange can occur. For the District teacher on exchange, his/her exchange time will be considered as regular, uninterrupted service to the District and the teacher shall receive all rights and benefits, to which he/she would be entitled, if there had been no exchange.

480 NOTIFICATION OF NON-RETENTION

Non-tenured teachers must be notified in writing delivered on or before the last day of the school term or by registered mail postmarked on or before the last day of the school term. Failure to notify a teacher of non-retention shall constitute a declaration of intent to employ for the following year.

483 TEACHER RIGHTS

- A.** The parties agree there shall be no discrimination against employees in any matter prohibited by law or on the basis of affiliation or non-affiliation with the Association.
- B.** No bylaw or regulation of the School Board or school administration may restrict or modify the right of a teacher to engage in comment and criticism outside school hours, regarding school personnel, members of the governing body of any school or school district, any other public official, or any school employee, to the same extent that any private individual may exercise the right.

490 TEACHER EVALUATION

- A.** Teachers will be evaluated in accordance with the District's evaluation procedures adopted by the Board, which meet the requirements of AS 14.20.149.
- B.** The evaluation must clearly indicate when information other than specific observations by the evaluator has been used and clearly identify the source of the information.
- C.** If the purpose of an evaluation conference is to place a teacher on a Plan for Improvement, the teacher has the right to request Association representation and shall be given at least forty-eight (48) hours to obtain such representation. No teacher shall be placed on a Plan for Improvement without: (1) an individual pre-evaluation conference with the evaluator; (2) a minimum of two observations by the evaluator; and (3) a post-evaluation conference after each observation. The areas needing improvement, the program to be followed that shall include expectations, activities and prescribed timelines, the monitoring system, and duration shall be included in the Plan for Improvement.
- D.** Teachers shall have the right to respond, in writing, to an evaluation of Plan for Improvement.
- E.** If a change in the evaluation procedure is to be considered, the Association President shall be involved.

500 ASSOCIATION RIGHTS AND PRIVILEGES

505 INFORMATION

Freedom of Information Act Requests

510 RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any teacher is mutually scheduled by the School Board, or the Administration, and the Association to participate during the working hours for grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

515 MEETINGS

No reasonable request to conduct an Association meeting at any school shall be denied.

520 USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at all reasonable hours, for meetings with advance approval of the building administrator.

525 USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school equipment, including computers, typewriters, copy machines, other duplicating equipment, calculating machines and all types of A/V equipment at reasonable times, when such equipment is not otherwise in use. Any equipment lost, stolen or damaged while in use by the Association shall be repaired or replaced by same.

530 SUPPLIES

The Association shall have the right to purchase expendable office supplies and other materials from Central Purchasing at the price published by the School Board.

535 MAIL FACILITIES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of the building administrators or other members of the administration. The building administrators or School Board will not be responsible for items lost or misplaced. U.S. Postal regulations shall apply.

540 NON-JEOPARDY CLAUSE

The District shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, or terms and conditions of this Agreement on the basis of race, sex, color, religion, age, physical handicap, marital status, change in marital status, sexual preference, political affiliation, or national origin.

No employee shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association activities.

541 MEMBERSHIP RIGHTS

The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of his/her Association membership or lawful Association activity.

545 KPEA PROFESSIONAL LEAVE

A. Association Leave

The School Board shall grant a minimum of one (1) day for each fifteen (15) members of the bargaining unit. Additional paid professional leave days are subject to the approval of the Superintendent. The unused leave will be allowed to accumulate from year to year to facilitate negotiation years.

B. NEA Leave

NEA leave shall be granted to State officers and to members of committees and commissions as requested by the State or National Associations. A maximum of twenty (20) days shall be approved, at District expense, to be used for official NEA State or National Association business.

C. President Release Time

The District agrees to grant a leave time request for the President of the Kenai Peninsula Education Association for each year of the current contract, if requested. The President's release time shall be granted by the District, provided that the following conditions are met: (a) the Association shall pay the full salary and benefits costs for the released President; (b) the President shall not be released until the District has found an acceptable substitute who can perform the President's professional duties and responsibilities; (c) the request must be made in writing prior to April 15 of each year for the following school year.

550 DUES, FEES, DEDUCTIONS, CONTINUING MEMBERSHIP

A. Employees represented by the bargaining unit shall not be required to join KPEA; however, all employees who choose not to join KPEA shall be required as condition of employment to pay a representation fee to KPEA. The representation fee shall be an amount equal to the regular KPEA, NEA-Alaska, and NEA dues.

B. The representation fee shall be regarded as fair compensation and reimbursement to KPEA for fulfilling its legal obligation to represent all members of the bargaining unit.

- C. All dues/fees deductions will be made only upon written authorization of the employee. It is the responsibility of the employee to notify the Association at the same time.
- D. Payment of such dues/fees shall be deducted from members in nine (9) monthly payments commencing with the September payroll as directed by the Association.
- E. Payroll deduction will continue from year to year unless a different method of payment is requested in writing by the Association or the individual teacher during the period from June 1 to September 10.
- F. The Association will supply the District with the authorization forms of teachers for continuing dues/fees deductions.
- G. At the end of each payroll period, the District shall remit within two (2) weeks, to the Association, all Association dues/fees withheld that month.
- H. The District will deduct any dues/fees not paid prior to the issuance of final check for terminating teachers. The Association shall not hold the School Board responsible for deducting dues/fees of teachers terminating, if termination is after issuance of final check.
- I. The Association agrees to indemnify and hold the District harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Board in complying with the provisions of this article.

553 IRS SECTION 125 PLAN

The District will provide a IRS Section 125 Plan.

555 OTHER DEDUCTIONS

Upon appropriate written authorization from the teacher, the School Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or any other plans or programs, jointly approved by the Association and the District.

560 CONFORMITY TO LAW

This Agreement shall supersede any rules, regulations, policies, or resolutions of the District, which shall be contrary to, or inconsistent with its terms.

If a provision of this Agreement is declared by a court of competent jurisdiction to be invalid, or if during the life of this Agreement any federal, state or local law is legislated in conflict with this Agreement, the remaining provisions of this Agreement shall continue in full force and effect. The parties agree to meet within thirty (30) days for the purpose of bringing the affected section into compliance with the law or court decision.

565 SCHOOL BOARD AGENDA

A representative of the Association will be recognized on each School Board Agenda.

575 BULLETIN BOARDS

The Association shall have the right to maintain a bulletin board in each building for the information of teachers.

630 AGREEMENT PRINT UP AND DISSEMINATION

Within sixty (60) days of ratification of the Agreement by both parties, the District will post a copy of the agreement on the District's web page.

All new hires, on the date of employment, shall be presented a copy of the current agreement.

640 GRIEVANCE PROCEDURES

A. Definitions

Grievant shall mean an employee, or group of employees, or the Association filing a grievance.

Grievance shall mean a claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of the Agreement, or a violation of official Board policy.

Party of Interest is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

Days shall mean employment days, except as otherwise indicated

B. Right to Representation

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance (complaint) to discuss the matter informally with his/her supervisor, then the Superintendent, and finally the School Board. It is understood that the KPEA is the only organization that may provide representation for a grievant.

C. Procedure

Level I

The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. The grievant may present the grievance in writing within thirty (30) days to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level II

If the grievant is not satisfied with the disposition of her/his grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her official designee. This must be done within fifteen (15) days from the time of the Level I disposition. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

Level III – Board Level

The Board Level will be used exclusively for employee discipline. Language or contract interpretation will move to Level IV without a Board hearing.

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days after presentation of

the grievance, then the grievance may be referred to the School Board, within fifteen (15) days of receipt of Level II disposition. The School Board shall arrange for a hearing with the grievant and/or the Association, to take place within fifteen (15) days of their receipt of the appeal. The School Board may hear the grievance or appoint a hearing officer. The parties of interest shall have the right to include in a representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have ten (10) days to provide their written decision, together with the reasons to the Association.

Level IV – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level III by the School Board, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within forty-five (45) days from the time of the Level III disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its' rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
- b. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the costs of any hearing room, will be shared equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

E. Association Testimony

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member may be called as a witness to fact, by either party.

F. Cooperation of Board and Administration

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

G. Release Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits if the investigation cannot be done at another time.

H. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

I. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

650 DURATION

The Agreement will remain in full force and effect from July 1, 2006 until June 30, 2009.

No later than January 15 of the year in which this Agreement terminates, either party may give notice of its desire to open negotiations with respect to a successor agreement by delivering a written request to the other party. The notification shall indicate the initial items of negotiations in which the serving party is interested and a brief description of the nature of the changes.

The parties will meet to negotiate on such termination, modification, or amendments no later than February 15 of the year in which this Agreement terminates. Those items contained in the opening notifications, and any additional items brought to the first

bargaining session, shall be the only items discussed during the negotiations sessions, unless mutually agreed.

Nothing herein will preclude the termination, modification or amendment of this Agreement at any time by written mutual consent of the parties.

AGREEMENT

KENAI PENINSULA EDUCATION ASSOCIATION

AND

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Ratified by:

Cathy Carrow, President
Kenai Peninsula Education Association

Date:_____

Debra Mullins
Kenai Peninsula Borough School District

Date:_____

APPENDIX

The Appendix is not a mandatory subject of bargaining. The District does not wish to bargain the ranges; however, based on the KPEA proposal, and on the District's recent research, the following schedule will be in effect 2004-2006.

ACTIVITY	HIGH SCHOOL	JR. HIGH	ELEM 5/6
FOOTBALL	12		
Assistant	10		
CROSS COUNTRY	10	5	2
Assistant	8		
SWIMMING	12		
Assistant	10		
VOLLEYBALL	12	8	2
Assistant	10		
9 th Grade	8		
BASKETBALL	12	8	2
Assistant	10	5	
9 th Grade	8		
WRESTLING	12	8	2
Assistant	10	5	
TRACK & FIELD	11	6	2
Assistant	9	5	
CROSS COUNTRY SKIING	11	3	2
Assistant	9		
HOCKEY	12		
Assistant	10		

SOCCER	11	5	2
CHEERLEADER (Football, Basketball, Wrestling)	7		
Note: Varsity head coach stipends issued to K-12 schools of less than 300 shall be at Range 11 level.			

ACTIVITY (continued)	HIGH SCHOOL	JR. HIGH	ELEM 5/6
ANNUAL	7		
DRAMA: Level I: Forensics (Limit: 1 contract per year)		1	1
Level II: Plays (Limit: 2 contracts per year)	7	3	
Level III: Musical (Limit: 1 contract per year)			
Director	7		
Technical Director	3		
Choreographer	3		
Music Director	3		
* MUSIC (Combination responsibilities at Jr. High and/or High Schools of less than 300 students)	9	5	
* MUSIC (Instrumental)	12		
* MUSIC (Vocal)	10		
* PERFORMING ARTS (Drill Team, Dance, Synchronized Aerobics, etc.)	10		
* Criteria to be established before assignment of full stipend by sponsor and principal, to be approved by KPEA President, and Human Resources.			
NATIONAL HONOR SOCIETY	3		
CLUBS (DECA, FHA, VICA, Debate, etc.)	3	1	
NEWSPAPER	7		
INTRAMURALS (per activity)	2	2	**2

** or Assistant Coach where qualified.			
TABLE TENNIS		2	2
ACADEMIC TEAMS (Decathlon, FPS, OM, etc.)	2	2	1
<u>School Size:</u>	<u>400+</u>	<u>200-399</u>	<u>100-199</u>
***Computer Coordinator	6	5	3
***At schools where computer networking programs exist and no computer assignment has been made to a regular staff member.			

September 11, 2006

TO: Board of Education

FROM: Tim Peterson, Director, Human Resources

THROUGH: Glen Szymoniak, Assistant Superintendent

SUBJECT: Approval of 2006-2009 KPESA Negotiated Agreement-Item 10c

Administration recommends that the 2006-2009 KPESA Negotiated Agreement be approved as presented.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

**THE KENAI PENINSULA EDUCATIONAL SUPPORT
ASSOCIATION**

FOR THE YEARS

2006-2007

THROUGH

2008-2009

Kenai Peninsula Borough School District

and

Kenai Peninsula Educational Support Association

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PREAMBLE

In order to effectuate the provisions of Title 23, the Public Employment Relations Act (hereinafter the Act): and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of educational support employees of the School District, this Agreement is made and entered into on July 1, 2006 by and between the District and Association.

ARTICLE 1

ADMINISTRATION

- 1.1** The District hereby recognizes the Kenai Peninsula Educational Support Association/National Education Association-Alaska as the exclusive representative for all support employees in the Kenai Peninsula Borough School District excluding the Chief Financial Officer, Directors, Recruitment Specialist, Human Resources Analyst, Board/Superintendent secretary, secretary for Human Resources, secretary for the Assistant Superintendent of Instruction, secretary for the Assistant Superintendent of Administrative Services and the Chief Financial Officer, Programmer Analysts, DP Programmer, Personnel staff, Transportation Supervisor, Food Services Supervisor, Warehouse Supervisor, Payroll Specialists, Accountant, Nurse Supervisor, Theater Manager, Data Analyst, and any person who is defined as short term temporary or substitute.
- 1.2** The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.
- 1.3** Unless the context in which they are used clearly requires otherwise, words in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.
- 1.4** In the event that the District assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days or a prior agreed to pattern of days through the Human Resources Department. This pay will be retroactive back to the first day at the different classification.

ARTICLE 2

DEFINITIONS

Assignment: Refers to Job Classification and/or location(s).

Association: Is the Kenai Peninsula Educational Support Association

Association Representative: President of KPESA or her/his designee(s) including but not limited to officers and executive council members.

Bargaining Unit: All educational support employees who fill positions in various job classifications, as established in ARTICLE 1.

Board: School Board of the Kenai Peninsula Borough School District.

Building/Association Representative: A duly elected or appointed employee who represents the Association at the various work sites throughout the District.

Day: For the purposes of this Agreement, shall mean workday, except for those instances where it is specified as "calendar" day.

District: Kenai Peninsula Borough School District.

Employee: When used hereinafter in the Agreement shall refer to all support employees represented by the Kenai Peninsula Educational Support Association.

Grant Funded Employee: An employee hired in a grant funded position working 20 hours or more per week is eligible for all benefits described in this agreement with the exception of Article 13.

Immediate Supervisor: The lowest level of management personnel not in the bargaining unit, having evaluative responsibilities over any one employee or group of employees.

Interim Employee: An employee hired to replace a permanent employee on an approved leave. This person shall be eligible for all benefits as described in this agreement.

KPESA: When used hereinafter in the Agreement shall refer to the Kenai Peninsula Educational Support Association.

Part-Time Grant Funded Employee: An employee hired in a grant funded position working less than 20 hours per week is eligible for all benefits described in this agreement with the exception of health and life insurance, and Article 13.

Permanent Employee: An employee who holds a budgeted position. This person shall be eligible for all benefits as described in this agreement.

Permanent Part-Time Employee: An employee who is employed less than 20 hours per week in a budgeted position. This person shall be eligible for all benefits as described in this agreement with the exception of health and life insurance.

Personnel Action Form: A form issued upon employment which does not constitute a contract but is advisory to the employee concerning her/his date of employment, pay range and step, special terms of employment where applicable, job site, job classification, date of hire, and date of last physical exam.

Probationary Period: Upon hire an employee's probationary period shall continue for ninety (90) working days. During the probationary period, an employee may be dismissed for lack of job skills or other just cause.

Resignation: A voluntary action by an employee to sever employment with the School District.

Superintendent: Superintendent of Schools or her/his designee.

Termination: Discharge or any other action involuntarily severing employment with the School District.

Transfer: Refers to a change in Job Classification and/or location(s).

Workweek: A workweek shall be defined five consecutive days unless mutually agreed upon by the supervisor and the employee.

Year: For the purposes of this Agreement, shall mean July 1 through June 30, unless otherwise specified.

ARTICLE 3

ASSOCIATION RIGHTS

All employees in the bargaining unit shall either join the KPESA/NEA/NEAAK or pay a fee equal to the dues amount as per regulations of the Alaska Labor Relations Agency. The employees choosing to pay the fee shall do so understanding it as representing the costs of representing them. The fee shall be a condition of employment. In the event the Association demands termination of an employee for non-compliance with this section, the Association shall bear the full burden of proof and full burden of the total legal costs to both the Association and the District.

All fee payers and verified religious objectors shall be notified of their rights per Federal and State laws.

A. Dues/Fees Deduction

1. All Association dues/fees may be withheld by payroll deduction during a period of nine (9) months, September through May, upon receipt of the authorized membership requests. Deductions withheld will be paid monthly to the KPESA Treasurer.

2. The Association shall be notified of the names and work assignments of all new employees monthly.
3. The KPESA Treasurer shall annually notify the District as to dues/fee amount to be deducted.
4. Employees who join KPESA after the start of the school year shall have their dues and fees for association membership deducted from their paychecks in equal amounts over the months remaining in the school year.

B. Continuing Membership

A member who wishes to stop payroll deduction of the dues/fees must notify the Association and District in writing by the tenth (10th) of September of the school year such action is to become effective.

C. Association Representatives

The Association shall have the right to designate an Association/Building representative in every building site. The Association will provide the Superintendent's office with the name of the Association/Building representative so designated for each site.

D. Inter-School Mail

The Association may use the inter-school mail distribution consistent with United States Postal Rules and Regulations.

E. Released Time

An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.

F. School Board Meetings

A representative of the Association will be recognized on each School Board agenda, and a copy of the school board packet shall be sent to the Association president prior to each Board meeting.

G. School District Budget

It is agreed that the Association President shall receive one (1) copy of any District preliminary budget draft and the final approved budget on the same date that individual Board members receive their copy.

H. Use of Facilities and Equipment

The Association and its representatives shall have the right to use the school buildings and equipment, at no cost to the Association at all reasonable hours, for Association business with advance approval of the principal.

Any equipment lost, stolen, or damaged while in use by the Association shall be repaired or replaced at Association expense.

I. Benefit Information

Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet, a PERS booklet when available, and a list of the KPESA officers.

J. Bulletin Boards

The District agrees to furnish a bulletin board space at the employees' work site to be used by the Association.

ARTICLE 4

FAIR PRACTICES

The District and Association shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, similar terms and conditions of employment, or any other conditions of this Agreement on the basis of race, sex, color, religion, age, physical handicap, marital status, change in marital status, political affiliation, or national origin.

ARTICLE 5

MEMBERSHIP RIGHTS

- A.** The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of her/his Association membership or lawful Association activity.
- B.** The Association and the District agree that they shall not directly or indirectly harass, coerce, or put pressure of any type on an employee to join or not to join or to support or not support the Association or any of its activities.
- C.** District employees covered by this Agreement shall not be required to become members of the Association.

ARTICLE 6

MANAGEMENT RIGHTS

The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of Educational Support Personnel, assignments and job descriptions.

ARTICLE 7

PERSONNEL FILES

- A.** All materials, including employee evaluations, placed in the permanent District Office employee's file and originating within the District shall be available to the employee or her/his designee for inspection on an individual conference basis by request and appointment. Permission must be given on the established form, in writing.
- B.** Material originating within the District regarding an employee's conduct, service, character, or personality shall not be placed in an employee's file unless it is dated and signed by the author, or a person witnessing the delivery of the material to the employee in question. A U.S. Postal return receipt card may be used as proof of signature. The employee shall have an opportunity to read any material before it is entered into her/his file. The employee will be requested to affix her/his signature to the actual copy to be filed. Such signature indicates only that the material has been seen, not agreement to its content.
- C.** Materials included in the employee's personnel file are subject to removal at the discretion of the Superintendent. One year after inclusion of material, an employee may make an appointment and meet with the Superintendent to discuss the removal of such material.
- D.** If the Superintendent deems it necessary to retain the material, the employee shall be informed. The employee shall have twenty (20) days to respond to the material in the file.
- E.** Evaluation forms and other documents pertaining to employee performance remain in the employee's personnel file, except as approved in C, above.
- F.** Only one official personnel file shall be maintained for each employee. The employee shall have the right to respond in writing to any material filed, and such response shall be included in the file.
- G.** All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of evaluating the employee for initial employment shall not be available for inspection or response by the employee. It is also agreed that such material shall be destroyed, upon employee request after the employee has worked for the District for one (1) year.

- H.** Each employee shall receive a copy of her/his evaluation.
- I.** It is recognized by the Association that building files are maintained. Building files will not be transferred. Materials in the building file that are not contained in the personnel file will be destroyed after thirty-six (36) months.

ARTICLE 8

SAFETY AND LIABILITY

A. Employee Negligence

Except for acts of proven negligence or deliberate action, employees shall not be responsible for stolen or damaged property, lost credit cards or other credit documents if the employee promptly reports such damage or loss to the District.

B. Employee Safety

1. The District shall provide all clothing, when required by State Law or Regulation, tools, and equipment required, which will be maintained in a safe and satisfactory condition.
2. Safety devices and first aid equipment, as determined by the District, shall be provided at District expense. Employees shall be responsible for tools and equipment so supplied; ordinary wear and tear will be expected. Tools or equipment which become damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.
3. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in an unsafe work environment as determined by State or Federal regulations. Employees who fail to comply with established equipment operations or work environment rules will be subject to district disciplinary procedures.
4. Employees shall be required to turn in equipment condition reports and unsafe work environments when requested by the District.

C. Safety Committee

1. The District shall have a Safety Committee. The Safety Committee shall be appointed within ninety (90) days of the signing of this contract. This committee is to make recommendations in matters concerning the safety of employees during the performance of their duties. The Safety Committee shall meet on an "as needed basis".
2. KPESA will be entitled representation on the Safety Committee of two (2) KPESA members. In no event will KPESA have fewer members than any other bargaining unit.

D. Dispensing of Medication

The District recognizes that nurses dispensing of medication is the preferred option of the District. Employees working in the School buildings may be required to issue medication to students in accordance with the direction of a parent or a guardian. The District is responsible for the proper instruction of employees so required. The District shall indemnify employees who issue medication as directed and instructed as well as employees who train in the dispensing of medication.

ARTICLE 9

TERM OF EMPLOYMENT

A. Personnel Action Form

Each educational support employee and her/his administrator will receive a "Personnel Action" form by the employee's last working day that provides employment information for the following fiscal year:

1. Number of working days.
2. Pay schedule (pay range and step).
3. Special terms of employment where applicable.
4. Location.
5. Job classification.
6. Date of original hire.
7. Reporting date.
8. Date of last physical.

If any change in the Personnel Action Form is made during the year, the employee and her/his administrator shall receive copies.

Should the District be unable to comply with the above notification date for good and sufficient reasons they shall notify the Association in writing, explaining the reasons for the delay and the expected date of compliance. In no event will the notification to the Association be later than May 30th.

B. Probationary Period

Each new employee will be employed for a probationary period to determine her/his potential in a position, as defined in Article 2.-

ARTICLE 9A

CLASSIFICATION

An advisory classification committee will consist of a committee of support personnel and administrators. The Association shall select five support personnel within different job classifications to serve on the committee. In addition to the support personnel, two or more representatives should be appointed by the Superintendent. The number of administrators shall not exceed the number of support personnel.

During the first year of this agreement, the committee shall meet to develop classification guidelines. The committee shall meet once a year in January to consider any classification requests. All requests must be submitted in writing to Human Resources before December 15.

After the committee has met and reached consensus on classification recommendations, the committee will meet with the Superintendent prior to the end of the school year to present its recommendation(s). Any changes approved by the Superintendent shall become effective July 1 of the coming year. All decisions by the Superintendent are final.

This Article is not subject to the grievance procedure.

ARTICLE 10

WORK RULES

A. Workday/Work Week

The District shall determine the workweek and workday. Employees shall be notified in writing a minimum of five (5) days prior to changes in assignment, including number of hours, days and/or week.

B. Position Vacancies

Within twelve (12) working days of determining that a permanent vacancy of four hours or more has or will occur the District shall post the vacancy on the KPBSD web site. Vacancy announcements shall be posted for a minimum of five (5) working days. The District shall email all vacancy announcements to the Association President or designee.

C. Assignments and Transfers

1. Employees who desire to apply for open positions must submit a request for transfer electronically on the District website.
2. Support employees who meet the minimum qualifications shall comprise at least sixty-six (66) percent of the number of applicants interviewed. If all transferees are granted interviews, the sixty-six (66) percent rule does not apply. Employees who are interviewed but not selected may request in writing reasons for not being selected. A written response will be provided.
3. The most qualified applicant shall be selected to fill the position. All things being equal, preference will be given to District employees.
4. Years of experience with the District, within the job classification, shall be considered as one of the qualifications.
5. Permanent employees shall not be allowed to transfer more than one time during a school year unless the new position is more than twenty (20) miles from the current assignment and/or the new position has benefits, which the current position does not have.
6. Should it be necessary to involuntarily transfer an employee in the midst of the begin/end dates of the Personnel Action form, the employee shall be given written reasons and granted an interview prior to the involuntary transfer. The employee shall receive five (5) days notice prior to the transfer. Should the employee desire, he/she may request a meeting with the Superintendent or his designee. The employee is entitled to Association representation at the meeting.
7. An employee involuntarily transferred shall have a priority to return to her/his previous assignment for a period of two (2) years following such involuntary transfer.
8. When an employee fills an interim position and it ends, that employee will be returned to the same or comparable position within the same geographic area. If position(s) have been eliminated, the RIF procedure will be used for reassignment. If the individual on leave does not return, those placed in interim positions shall be assigned to those positions. The time served in the interim assignment will count towards seniority and salary advancement.

D. Summer Employment

Summer work positions will be filled by current employees, whenever possible. If summer work is an extension of the same job, the employee shall receive pay presently in force for her/his position.

E. Shift Changes

Employees shall be scheduled to work on regular shifts. Employees' work schedules shall not be changed without notice to the employee at least five (5) work shifts prior to the date the change is to

be effective, unless the Superintendent, Association President and employee agree to other arrangements.

F. Show-Up Time

Employees reporting to work and not put to work shall receive two (2) hours pay at their appropriate rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of their shift. Any permanent employee starting a shift or second half of the shift shall be guaranteed a minimum of one-half the number of hours in their normal work shift or second half of the shift.

G. Leave During Emergency Closures

In the event that it becomes necessary to close the worksite(s) because of inclement weather, volcanic disruption or other natural or manmade disasters, the district administration shall make every attempt to notify the appropriate media services.

No employee shall be required to remain at a worksite after the students have been dismissed and the building administrator has closed the worksite because of hazardous health and safety conditions. Employees may be assigned to another worksite.

Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave.

When the District determines to make up school days missed, such scheduling of makeup days shall be accomplished with input from members of the bargaining unit in the affected buildings.

In case of extended closure these rules shall not apply (i.e., fire, earthquake, etc.).

H. Stand by Time

When employees are required to stand by because of temporary breakdown or shortage of materials, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the stand by time.

I. Call Back

An employee who is called back to work within four (4) hours after her/his regular shift is completed shall be paid for a minimum of four (4) hours at the applicable overtime rate.

J. Building Checks

When an employee is required by the District to return to her/his building site outside of her/his regular workday, she/he shall be paid for a minimum of two (2) hours at the applicable overtime rate.

K. Job Orientation

The District will provide job orientation to each new employee.

L. Overtime Pay

Any employee required to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for each overtime hour worked. In the case where more than one employee can perform the job, the District and/or supervisor, whenever possible will distribute overtime on an equitable basis.

M. District Meetings

When employees are required by the District to attend meetings for the purpose of orientation or training, they shall be compensated for their regular shift rate of pay or actual hours in attendance, whichever is greater.

N. Lunch Break

An uninterrupted duty free lunch period of not less than thirty (30) minutes nor more than one (1) hour, shall be allowed approximately midway, but not to exceed five (5) hours of continuous work, of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past her/his normal shift.

O. Relief Periods

All employees shall be allowed one (1) fifteen (15) minute relief break within every four (4) hour segment of work performed.

P. Pay Warrants

1. Monthly pay warrants will be issued on actual hours worked. The District is in the process of replacing its payroll system. The District remains committed to reinstating a twelve month pay option providing the software is capable of supporting this option. The parties shall open this provision upon availability of this software feature.
2. If a regular day for pay warrants falls on a holiday or bank holiday, then the first working day before such a holiday shall be considered the day for pay warrant.
3. Employees shall receive their pay warrants prior to the close of their shift on pay day.
4. The District shall itemize all deductions, as space permits on the pay warrant so employees can clearly determine the purpose for amounts which have been withheld, and the pay warrant shall include the number of straight-line hours and dues/deductions.

Q. Pay Shortages

Pay shortages shall be processed after receipt of the employee's proven complaint. Pay shortages shall be paid as soon as possible, but in no event later than the next pay period.

R. Time Sheets

Copies of the employee's time sheets shall be made available upon request, by the employee or her/his designee. Time sheets shall reflect actual hours worked.

S. Termination Pay

When an employee is terminated, her/his wages become due immediately and shall be paid within seventy-two (72) workday hours. Checks will be mailed return receipt. There will be no exceptions.

T. Transportation of Students

Educational Support employees shall not be required to transport students in their own vehicle unless warranted by medical emergency.

U. Student Instruction/Supervision

No educational support employee other than educational support Instructional staff shall be required to perform teaching duties, or to assume sole responsibility for student supervision duties.

V. Substitutes

Substitutes will be hired for all support employees unless the building administrator and the employee agree otherwise.

W. Subcontracting

The District recognizes that employees currently working for the District are valued and provide an integral component in the education family. Every effort will be made not to contract out work currently performed by bargaining unit members or that could be performed by bargaining unit members. The District will keep KPESA timely informed of matters relevant to it and its employees.

X. Forced Absences

If the building administrator, a licensed personal physician, and/or a physician selected by the District, requires an employee to leave the building because of a work-caused health hazard not normally present in the environment which causes a physical illness or complicates a physical health condition, the employee shall be provided with leave with full pay and suffer no loss in benefits (including, but not limited to sick leave) until such time as the unusual condition is eliminated.

ARTICLE 11

DISCIPLINE AND DISCHARGE

The Association agrees that the District has the right to discipline an employee, for just cause.

- A.** In cases where the District determines to discharge, suspend or demote an employee, said employee shall have the charges presented in writing and tendered, at the request of the employee, in the presence of an Association member. The employee shall be given two (2) weeks notice or two (2) weeks pay prior to involuntary discharge. In cases of drunkenness, dishonesty, disobedience, abandonment of duties, or unexcused absence of more than three (3) consecutive days, the employee shall be subject to immediate suspension and/or discharge without two (2) weeks notice or two (2) weeks pay.
- B.** Documented chronic use of sick leave in excess of sick leave accrual and/or patterned use of sick leave may be subject to discipline and discharge.
- C.** Where any disciplinary action involving an educational support employee(s) is undertaken, it will be handled in a confidential manner.
- D.** Any educational support employee discharged, suspended or demoted shall have full access to the rights as provided in Grievance Procedures. In cases of termination, the appeal process will begin at Level II.
- E.** Any educational support employee found by the Board, or the Administration, to have been suspended or discharged unjustly shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment.
- F.** The District agrees to follow a policy of progressive discipline, provided, however, disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- G.** Any complaint not called to the attention of the employee within thirty (30) days, may not be used as the basis for any disciplinary action against the employee.

ARTICLE 12

RESIGNATION

- A.** A resignation is a voluntary statement in writing on the part of an employee that she/he desires to sever employment with the District.
- B.** The employee shall give the District two (2) weeks notice before leaving her/his employment.
- C.** This notice period may be shortened through mutual agreement beforehand between the District and the employee.

- D. Upon resignation after twenty school years of service with the District or upon retirement from the District through PERS, an educational support employee shall be paid sixty-seven percent (67%) of her/his normal hourly rate for unused sick leave. If the State grants credit for unused sick leave under PERS, the employee at her/his option shall be allowed to apply for retirement credit all or a portion of accrued sick leave.

ARTICLE 13

REDUCTION IN FORCE

A. Layoff Procedure*

Whenever possible, layoff will be accomplished through normal attrition. Further, the District shall attempt to lessen the impact and extent of a layoff through voluntary transfers, encouragement of unpaid leaves, and early retirement when available. The District shall consider seniority transfer requests of qualified employees at affected sites in lessening the RIF impact. Should a layoff be determined necessary by the District for a reason not prohibited by law, the following procedure will apply:

1. All employees shall have a seniority date, established as the date of hire.
2. All employees shall be assigned to one of three major geographic zones: Homer, Central Peninsula, Seward.
3. The District shall prepare and maintain the seniority list. The initial seniority list shall be prepared and distributed to the Association each year within thirty (30) days of the first day of school. The list will be updated each January.
4. The Seniority list shall indicate employees have been placed in one of the following classifications, based on current assignment:

custodian	secretary	tutor	clerk/typist	interpreter
nurse	theater techs	aides		
bookkeeper	food services	data processing	warehouse workers	

5. In the event of a necessary reduction in work force, the District shall first lay off the least senior employees within the job classification and geographic area affected.
6. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and affected employees shall be notified of the drawing in writing and shall have the opportunity to be present.
7. A laid off employee shall upon application be granted first priority on the substitute list.

*Excluded from participation in the above RIF provision shall be employees and positions at: Port Graham, Nanwalek, Hope, Seldovia, and Tyonek. Should RIF be necessary at these sites, the least senior employee shall be laid off.

B. Rehire

1. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. If the new position is more than twenty-five (25) miles from the previous work site, the employee may refuse to take the offered position and still retain all rehire rights. The employee must accept the offer of position within five (5) working days of notification by certified letter, or forfeit her/his rehire rights.
2. Laid off employees shall remain on a rehire list for twenty-eight (28) months following the layoff. It is the laid off employee's responsibility to inform the District of the current address and phone number of contact. If the District attempts to contact the employee at the last known address and/or phone number and cannot because of invalid information, the employee will be removed from the rehire list.
3. It is the responsibility of the laid off employee to inform the School District of her/his interest in and availability for rehire, before March 15th annually, in order to retain rehire rights. Failure to inform the District will result in loss of rights to preferential hire.

C. Definitions

Qualified for the purposes of this procedure shall mean the educational support personnel has previous satisfactory district experience in job classification and/or demonstrates skills required for the position.

Seniority shall be defined as length of continuous service part-time or full-time, or a combination of both, measured from most recent date of employment. District-approved professional, educational, sabbatical, health or military leave shall not be considered as interruption of service and time on such leaves shall be counted toward seniority.

ARTICLE 14

MILEAGE REIMBURSEMENT

When an employee is required by her/his immediate supervisor to use her/his own vehicle for District business, the District shall reimburse the employee at the mileage rate established by the District. Such reimbursement shall be equal to the mileage rate paid to a majority of the District's employees.

ARTICLE 15

SPECIAL CERTIFICATE OR LICENSE REIMBURSEMENT

Bargaining unit members who are required, as a condition of employment, to acquire or maintain a certificate or license shall be reimbursed for the cost of such certificate or license.

Employees whose certificate or license expires must be able to submit proof of complete application at least thirty (30) days prior to expiration to be eligible for reimbursement.

ARTICLE 16

SALARY SCHEDULE

2006-07

Range	A	B	C	D	E	F	G	H	I	J	K	L	M	Final
1	12.81	13.04	13.29	13.53	13.77	14.01	14.41	14.65	14.90	15.17	15.46	15.76	16.07	16.40
2	13.50	13.74	13.99	14.27	14.54	14.81	15.19	15.47	15.75	16.04	16.34	16.66	16.99	17.33
3	13.78	14.02	14.31	14.58	14.84	15.12	15.55	15.80	16.08	16.38	16.68	17.02	17.36	17.70
4	14.28	14.55	14.83	15.10	15.42	15.73	16.15	16.43	16.72	17.03	17.35	17.69	18.04	18.40
5	14.74	15.02	15.33	15.63	15.92	16.24	16.70	16.97	17.28	17.61	17.94	18.29	18.65	19.02
6	15.21	15.51	15.83	16.14	16.47	16.80	17.24	17.55	17.87	18.21	18.55	18.91	19.29	19.68
7	15.73	16.03	16.37	16.70	17.04	17.40	17.86	18.17	18.51	18.85	19.21	19.58	19.98	20.38
8	16.27	16.62	16.95	17.31	17.67	18.04	18.54	18.87	19.21	19.57	19.94	20.33	20.74	21.16
9	16.89	17.22	17.61	17.97	18.34	18.73	19.25	19.58	19.93	20.31	20.69	21.10	21.52	21.95
10	17.53	17.91	18.27	18.66	19.06	19.50	20.03	20.38	20.75	21.15	21.55	21.96	22.41	22.86
11	18.22	18.62	19.01	19.42	19.87	20.28	20.83	21.21	21.60	22.00	22.43	22.86	23.33	23.80
12	18.97	19.38	19.78	20.23	20.67	21.15	21.72	22.13	22.53	22.96	23.40	23.86	24.33	24.82
13	19.75	20.18	20.67	21.10	21.56	22.08	22.68	23.09	23.52	23.96	24.42	24.90	25.40	25.91
14	20.63	21.09	21.55	22.07	22.55	23.09	23.70	24.16	24.60	25.07	25.55	26.05	26.58	27.11
15	21.54	22.06	22.53	23.07	23.60	24.15	24.81	25.26	25.73	26.22	26.72	27.25	27.80	28.36
16	20.63	21.09	21.55	22.07	22.55	23.09	23.70	23.99	24.44	24.90	25.38	25.88	26.39	26.92
17	21.59	22.11	22.59	23.13	23.66	24.12	24.78	25.07	25.53	26.02	26.52	27.04	27.58	28.13
18	22.57	23.10	23.63	24.19	24.74	25.32	26.02	27.07	27.57	28.10	28.64	29.21	29.79	30.38
19	23.56	24.12	24.66	25.24	25.83	26.44	27.18	27.70	28.21	28.75	29.31	29.89	30.48	31.09
20	22.82	23.35	23.89	24.45	25.01	25.60	26.31	26.62	27.12	27.63	28.17	28.72	29.30	29.89

2007-08

Range	A	B	C	D	E	F	G	H	I	J	K	L	M	N	Final
1	13.13	13.37	13.62	13.87	14.11	14.36	14.77	15.01	15.28	15.55	15.85	16.16	16.48	16.80	17.14
2	13.83	14.09	14.34	14.63	14.91	15.18	15.57	15.86	16.15	16.44	16.75	17.08	17.42	17.77	18.12
3	14.12	14.37	14.67	14.95	15.21	15.50	15.93	16.20	16.49	16.79	17.10	17.44	17.79	18.15	18.51
4	14.64	14.92	15.20	15.48	15.81	16.13	16.55	16.84	17.13	17.45	17.78	18.13	18.49	18.86	19.24
5	15.11	15.39	15.71	16.02	16.32	16.65	17.12	17.40	17.72	18.05	18.38	18.75	19.12	19.50	19.89
6	15.59	15.90	16.22	16.54	16.88	17.22	17.67	17.99	18.32	18.66	19.01	19.38	19.77	20.17	20.57
7	16.13	16.43	16.78	17.12	17.46	17.83	18.31	18.63	18.97	19.32	19.69	20.07	20.47	20.88	21.30
8	16.68	17.04	17.38	17.74	18.11	18.49	19.00	19.34	19.69	20.06	20.44	20.84	21.26	21.69	22.12
9	17.31	17.65	18.05	18.42	18.80	19.20	19.73	20.07	20.43	20.81	21.21	21.63	22.06	22.50	22.95
10	17.97	18.35	18.72	19.13	19.54	19.99	20.53	20.89	21.27	21.67	22.09	22.51	22.97	23.43	23.90
11	18.67	19.09	19.49	19.90	20.37	20.78	21.36	21.74	22.14	22.55	22.99	23.43	23.91	24.39	24.88
12	19.45	19.86	20.27	20.74	21.19	21.67	22.27	22.68	23.10	23.53	23.99	24.45	24.94	25.44	25.95
13	20.24	20.69	21.19	21.63	22.10	22.63	23.24	23.67	24.10	24.56	25.03	25.52	26.03	26.55	27.09
14	21.14	21.62	22.09	22.62	23.12	23.67	24.29	24.76	25.22	25.69	26.19	26.70	27.24	27.79	28.34
15	22.08	22.61	23.10	23.65	24.19	24.75	25.43	25.90	26.37	26.87	27.39	27.93	28.50	29.07	29.65
16	21.14	21.62	22.09	22.62	23.12	23.67	24.29	24.59	25.05	25.52	26.01	26.52	27.05	27.59	28.15
17	22.13	22.66	23.16	23.71	24.25	24.72	25.40	25.69	26.17	26.67	27.18	27.72	28.27	28.84	29.41
18	23.14	23.68	24.22	24.79	25.35	25.95	26.67	27.74	28.26	28.80	29.35	29.94	30.53	31.14	31.77
19	24.15	24.72	25.28	25.87	26.48	27.11	27.86	28.39	28.92	29.47	30.04	30.64	31.24	31.87	32.50
20	23.39	23.93	24.48	25.06	25.63	26.24	26.97	27.29	27.79	28.33	28.88	29.44	30.03	30.63	31.25

2008-09																
Range	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Final
1	13.40	13.63	13.89	14.14	14.39	14.65	15.06	15.31	15.58	15.86	16.17	16.48	16.80	17.14	17.48	17.83
2	14.11	14.37	14.63	14.92	15.20	15.48	15.89	16.18	16.47	16.77	17.09	17.42	17.77	18.12	18.49	18.86
3	14.40	14.66	14.97	15.25	15.52	15.81	16.25	16.52	16.82	17.13	17.44	17.79	18.15	18.51	18.88	19.26
4	14.93	15.21	15.51	15.79	16.12	16.45	16.88	17.17	17.48	17.80	18.14	18.49	18.86	19.24	19.62	20.02
5	15.41	15.70	16.03	16.34	16.64	16.98	17.46	17.75	18.07	18.41	18.75	19.12	19.50	19.89	20.29	20.69
6	15.91	16.22	16.55	16.87	17.22	17.56	18.03	18.35	18.69	19.03	19.39	19.77	20.17	20.57	20.99	21.40
7	16.45	16.76	17.12	17.46	17.81	18.19	18.68	19.00	19.35	19.70	20.08	20.47	20.88	21.30	21.73	22.16
8	17.01	17.38	17.72	18.09	18.47	18.86	19.38	19.73	20.08	20.46	20.85	21.25	21.69	22.12	22.56	23.01
9	17.66	18.01	18.41	18.79	19.17	19.59	20.13	20.47	20.84	21.23	21.63	22.06	22.50	22.95	23.41	23.87
10	18.33	18.72	19.10	19.51	19.93	20.39	20.94	21.31	21.70	22.11	22.53	22.96	23.43	23.90	24.37	24.86
11	19.04	19.47	19.88	20.30	20.78	21.20	21.78	22.17	22.58	23.01	23.45	23.90	24.39	24.88	25.38	25.88
12	19.83	20.26	20.68	21.15	21.61	22.11	22.71	23.14	23.56	24.00	24.47	24.94	25.44	25.95	26.47	27.00
13	20.65	21.10	21.61	22.06	22.54	23.08	23.71	24.14	24.59	25.05	25.53	26.04	26.55	27.09	27.63	28.18
14	21.57	22.05	22.53	23.07	23.58	24.14	24.78	25.26	25.72	26.21	26.72	27.24	27.79	28.34	28.91	29.49
15	22.52	23.06	23.56	24.12	24.67	25.25	25.94	26.41	26.90	27.41	27.94	28.49	29.07	29.65	30.24	30.84
16	21.57	22.05	22.53	23.07	23.58	24.14	24.78	25.08	25.55	26.04	26.53	27.05	27.59	28.15	28.71	29.28
17	22.57	23.11	23.62	24.18	24.74	25.21	25.91	26.21	26.70	27.20	27.72	28.28	28.84	29.41	30.00	30.60
18	23.60	24.15	24.70	25.29	25.86	26.47	27.20	28.30	28.83	29.38	29.94	30.54	31.14	31.77	32.40	33.05
19	24.63	25.21	25.79	26.39	27.01	27.65	28.42	28.96	29.50	30.06	30.64	31.25	31.87	32.50	33.16	33.82
20	23.86	24.41	24.97	25.56	26.14	26.76	27.51	27.83	28.35	28.89	29.45	30.03	30.63	31.25	31.87	32.51

ARTICLE 17

PAYMENT CONDITIONS

A. Shift Differential

The District shall pay a shift differential of twenty-five (25) cents per hour to all employees assigned to work the swing shift, and forty (40) cents per hour to all employees assigned to work the graveyard shift.

B. Pay Step

One work year with the District will qualify an employee for one step on the salary schedule. New employees hired prior to November 16th who complete their Personnel Action Form will qualify for one step on the salary schedule.

C. Rate of Holiday Compensation

Holidays shall be paid for at a straight time rate if not worked. Employees required to work on any of the holidays named in Article 19 shall be paid two (2) times their basic rate of pay.

An employee on unpaid status either the work day before or after a holiday shall not receive holiday pay.

D. Initial Pay Schedule Placement

The District reserves the right to start an employee at other than Step A of the Pay Schedule.

E. Nurses

1. Effective July 1, 1991, all school nurses hired by the School District shall be required to have a bachelor's degree in nursing (BSN).
2. Registered nurses employed by the District prior to July 1, 1991, who do not have their BSN shall continue their employment.

ARTICLE 17A

DISCRETIONAL FUNDS

The School Board shall allocate a discretionary material fund in the amount of \$100.00 per each ELL Tutor, Bilingual Instructor, Sugcestun Instructor, Title I Tutor, Title VII Tutor, Migrant Tutor, and SpEd Interpreter for Deaf/Cert/Licensed, for incidental instructional materials. Half-time employees shall receive one-half the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the site's general fund.

ARTICLE 18

LEAVES AND BENEFITS

Annual Leave: Applies to 12-month employees only.

- A.** All permanent 12-month employees shall accrue annual leave at the following rates, and all permanent 12-month employees working less than eight (8) hours, but for four (4) or more hours shall accrue annual leave at the following rates on a pro rata basis:

<u>LENGTH OF SERVICE</u>	<u>EARNED MONTHLY</u>	<u>ANNUAL LEAVE</u>
0 through 2 years	1-1/4 days	15 working days
Over 2 years but less than 5 years	1-3/4 days	21 working days
Over 5 years	2 days	24 working days

- B.** Employees remaining in the same job classification receiving a change in status of a permanent full-time employee who works less than twelve (12) months to a twelve (12) month position will have her/his length of service determined by each year of less than twelve (12) month employment being equal to one (1) year of employment. Should a 9 or 10-month position employee transfer to a 12-month position, the person must have completed at least one half of their work year for that year to count towards 12-month service.
- C.** Annual leave will not begin to accrue until an employee has completed her/his probationary period. Thereafter, she/he will accrue annual leave retroactive to the day of employment. Annual leave will not accrue while an employee is on leave without pay.
- D.** Annual leave may be accrued to a total of forty-three (43) days. One-half of the annual leave accrued must be used by June 15 of each current year.
- E.** An employee must have been employed for a total of six (6) months before becoming eligible to apply for annual leave benefits.
- F.** Prior approval is required before annual leave days are taken.
- G.** Annual leave has cash value upon termination or resignation based on employee's regular rate of pay. Upon death of the employee, one hundred percent (100%) of the employee's unused annual leave shall be paid to the employee's estate based on the employee's regular rate of pay. This provision is not applicable when terminated for just cause.
- H.** Permanent part-time employees are not eligible for annual leave.
- I.** Annual leave may be used in a minimum of one (1) hour increments.

ARTICLE 19

HOLIDAYS

All employees will receive the following paid holidays if included in their work year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas and Christmas Day. In addition, each twelve (12) month employee shall have one (1) floating holiday to be used at the employee's discretion.

An employee on unpaid status either the work day before or after a holiday shall not receive holiday pay.

Holidays Falling on Weekend ~ If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

ARTICLE 20

PERSONAL LEAVE

- A.** All employees may earn four (4) of their assigned workdays as personal leave each year cumulative to eight (8) working days.
- B.** Except in the case of extreme emergency or situation in which the administrator involved and the District Superintendent shall consider as particularly extenuating, personal leave will not be granted for the first or last day of school. Personal leave may be granted on the day before and/or the day after school vacation or holiday.
- C.** Prior approval is required before personal leave days are taken.
- D.** For employees working four or more hours per day, unused personal leave may be cashed in by submitting application no later than May 31 per the following guidelines:
 - 1. No more than two (2) days per year may be cashed in.
 - 2. The value of each day will be equivalent to the employee's per diem.
 - 3. The cash out provision is available only at the end of the school year.
- E.** Employees may purchase one (1) additional personal leave day at the substitute rate of pay after all accrued personal leave has been exhausted.
- F.** Personal leave shall be used in a minimum of one (1) hour increments.

ARTICLE 21

ASSOCIATION LEAVE

The Board shall provide the Association sixty (60) days per year for Association Leave for Association business. All Association leave shall have prior approval of the KPESA president, building administrator, and Human Resources. Days beyond the sixty (60), if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any.

A maximum of fourteen (14) days, to be used for official NEA State or National business, at District expense, shall be approved for employees elected to State or National NEA offices.

Whenever any representative of the Association or any support employee is mutually scheduled by the School Board or the Administration and the Association to participate during the working hours for grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay. Nor shall there be any leave charged to the employee or the Association.

The District agrees to grant a leave time request for the President of the Kenai Peninsula Education Support Association for each year of the current contract, if requested. The President's release time shall be granted by the District, provided that the following conditions are met: (a) the Association shall pay the salary and benefits equal to the amount of release time; (b) the President shall not be released until the District has

found an acceptable substitute who can perform the President's professional duties and responsibilities; (c) the request must be made in writing prior to April 15 of each year for the following school year; (d) should the Association choose to have .50 or more release time for the President, the Association will bear 100% of the annual benefit package for the President. At the conclusion of President's release, the employee shall be returned to her/his building position held prior to the leave.

ARTICLE 22

CIVIC LEAVE

A. Jury Duty

Employees required to serve on Jury Duty or subpoenaed as a witness shall suffer no loss in regular earnings to a maximum of forty (40) hours per week.

1. If a support employee misses work because of jury duty, or is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the employee is not a part, i.e., plaintiff, defendant, etc., the employee shall be paid her/his normal compensation for any periods of work so missed.
2. When an employee is summoned as a witness or for Jury Duty, this shall constitute her/his work shift and she/he shall not be required to report to her/his work site for that day.

B. Community Service

If an employee is a volunteer firefighter, or is an Emergency Medical Technician she/he may be immediately released from duty in order to respond to an emergency call. Any compensation earned while performing such volunteer service shall be remitted to the District in an amount not to exceed the salary which would have been earned had the employee been on duty. Procedures for such use shall be on file in the principal's office.

ARTICLE 23

UNPAID LEAVE OF ABSENCE

- A.** Any educational support employee may, upon written request to the Superintendent and with approval of the School Board, be granted an unpaid leave of absence for illness, professional study, or military duty, or for personal reasons. Unpaid leaves of absence may only be granted to employees who have completed five (5) years of service in the District.
- B.** An unpaid leave of absence is a benefit of the contract and not meant to incur the District the cost of unemployment insurance. An employee on an approved LOA may request to be assigned to an open position before their normal return time.
- C.** Members of the educational support staff, when granted unpaid leaves of absence, will only be guaranteed re-employment upon their return to duty if they return on the date specified in their

request for leave. However, upon mutual agreement, any unpaid leave may be extended. Notification of such return must be given to the Superintendent in writing by February 1. Further, the employee, upon her/his return, may be assigned to the same or comparable position within her/his geographic area and continue on the same range and step on the salary schedule the employee was on when the leave was granted.

- D.** If an employee on unpaid leave of absence remains away from duty beyond the expiration of her/his leave or renewal, her/his position shall be considered vacant.
- E.** Short leaves of two (2) weeks or less may be approved by the Superintendent, without School Board approval. Application for such leaves will be accepted once per employee per year except in the event of extenuating circumstances.
- F.** Educational support employees may leave their contributions with the retirement system during leave of absence. Also, the employee has the option of maintaining health and life insurance at the employee's expense.

ARTICLE 24

LEAVE OF ABSENCE FOR RESERVE OR AUXILIARY MEMBERS OF ARMED FORCES. (AS 39.20.340)

An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed 16 1/2 working days in any 12-month period. If the military pay is less than the employees normal gross wage, the employee will be compensated up to his or her normal gross wage from the district.

If an employee is called to active duty by the governor, an employee otherwise qualified under (a) of this section is entitled to five days leave of absence without loss of pay, time, or efficiency rating.

Upon approval of the Board of Education, the above leave and conditions may be extended for up to one (1) year of leave.

For the purpose of computing leave and longevity, short-term military leave will count as full-time service with the employer.

If the employee has the option to serve her/his military duty when school is not in session, that person shall elect that option.

ARTICLE 25

SICK LEAVE

- A.** Each permanent eight (8) hour employee shall accrue sick leave from the date of employment at the rate of one and one-third (1 1/3) days per month, with unlimited accumulation, regardless of status. Sick leave may be used in a minimum of one (1) hour increments.

Each employee working less than eight (8) hours shall accrue sick leave from the date of employment on a prorated basis per month with unlimited accumulation. Sick leave may be used in a minimum of one (1) hour increments.

- B.** An employee may use accrued sick leave for leave due to illness, accidents, or medical, dental, or optical appointments.
- C.** Employees will be eligible for sick leave due to personal disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery in the same manner as all other disabilities.
- D.** A maximum of ten (10) days of sick leave shall be granted to an employee, in the event of serious illness, accident, hospitalization or temporary confinement in her/his immediate family. For leave of more than five (5) days, the District shall require a written statement from a licensed physician or practitioner.
- E.** A maximum of three (3) days of sick leave may be used for parental purposes within the first week of the birth or adoption of a child.
- F.** All leaves contained in this section shall be subtracted from the employee's sick leave allowance.
- G.** For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, guardian, and ward.
- H.** Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.
- I.** Upon resignation after twenty school years of service with the District or upon retirement from the District through PERS, an educational support employee shall be paid sixty-seven percent (67%) of her/his normal hourly rate for unused sick leave. If the State grants credit for unused sick leave under PERS, the employee at her/his option shall be allowed to apply for retirement credit all or a portion of accrued sick leave.
- J.** The District and the Association agree that employees in the bargaining unit are allowed to choose provisions of the Federal or Alaska Family Medical Leave Acts, notwithstanding language in the leave section of the agreement.
- K.** The employee's estate shall receive the monetary value of sixty-seven percent (67%) of the deceased's unused sick leave balance upon the death of the employee.

- L. Upon request by the District, the employee will submit proof that the leave was used for approved purpose(s).

ARTICLE 25A

SICK LEAVE BANK

The sick leave bank will be administered as follows:

1. All employees beginning services with the District shall contribute one (1) day to the sick leave bank following the January pay period.
2. Employees shall not be requested to make further contribution unless the number of days in the bank drops below 500.
3. At such time as the bank drops below 500 days, each employee shall contribute one (1) day to the sick leave bank.
4. The bank is to be administered jointly by the Superintendent and the Association.
5. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the bargaining unit member have been exhausted. Withdrawals may be made for up to twice the number of sick leave days accumulated before the first day of school of the current school year, or 24 days, whichever is greater. The employee is not automatically entitled to the number of days for which she/he may be eligible.

ARTICLE 25 B

USE OF SICK LEAVE FOR BEREAVEMENT

Accrued sick leave may be used for bereavement in the event of death in the immediate family, for a maximum of ten (10) work days. This leave must be taken within thirty (30) calendar days of death of the immediate family member.

For purposes of this section only, immediate family is defined as parent, spouse, child, brother, sister (including in-laws and step relationships) grandparent, grandchild, guardian, ward and dependents living in the household.

In the event of the death of a colleague or student in a school where the employee works, the employee may use up to eight hours of his or her accrued sick leave to attend a funeral or memorial service.

Exceptions to the provisions contained in this section may be granted at the discretion of the Superintendent.

Upon request by the District the employee will submit proof that the leave was used for the approved purpose.

ARTICLE 26

PHYSICAL EXAMINATIONS REIMBURSEMENT

- A.** Physical exams are required per 4 AAC 06.050. Examinations shall be required for employees every three years. The District shall reimburse an employee for the cost of required medical examinations up to one hundred dollars (\$100) in addition to the cost of required examinations for positive ppd. test, subject to copy of receipt of payment to the doctor and completed medical examination form.
- B.** Employees who are required to have a medical examination will be notified by the District.
- C.** Upon receipt of all necessary documents, reimbursement shall be issued by the District within thirty (30) days after receipt of necessary documents.
- D.** No payment shall be made for medical examination required for initial employment.
- E.** Employees who fail to satisfy the physical examination requirements according to the District established deadline shall be placed on leave without pay until the physical examination requirement is satisfied. No reimbursement will be made to an employee who fails to satisfy the established physical examination deadline.

ARTICLE 27

HEALTH CARE

The District health care program is self-funded. Program costs are solely a product of administrative expenses and actual claims experience.

A health care cost committee shall determine and control the health care program for all District employees covered by the program during the term of this agreement including but not limited to the following; setting the amount of employee monthly contributions, benefits and coverage provided, cost containment measures, evaluating and deciding the outcome of appeals, regulating use of the health care cost reserve account, and implementing any wellness measures it deems beneficial to employees and the health care program. The committee will be composed of up to nine (9) members and KPESA will be entitled to at least three (3) Association representatives on the committee. The Director of Human Resources will be the plan administrator.

The committee will meet and establish by-laws regulating its functioning within 120 days after ratification of this contract and then annually review those by-laws in September of each year unless the committee deems that an alternate time would be better. Establishment of the initial by-laws will be by a majority vote of the entire committee. The committee will meet monthly unless this is changed by the committee members in accordance with the committee's by-laws.

Only permanent and permanent part-time employees who currently work four (4) or more hours per day are eligible for year-round health care benefits.

The District will make contributions to the health care program for each participant on a 12-month basis as follows:

FY07 775.00 per eligible employee per month
FY08 775.00 per eligible employee per month
FY09 875.00 per eligible employee per month

Employee participants will make contributions to the health care program on a 12-month basis as follows:

FY07 125.00 per eligible employee per month
FY08 125.00 per eligible employee per month
FY09 125.00 per eligible employee per month

In FY08 and FY09, 10% of any increase in total operating fund financial support from the State of Alaska will be used to reduce total health care expenses. These reductions will first lower the 50/50 portion of the payments, then the employee contribution, and finally, the district portion. The portion of new operating fund money identified by the State to be dedicated to TRS/PERS shall be excluded from these calculations.

At the discretion of the health committee, a maximum of \$20,000 of the reserve may be used during the term of this agreement to examine cost containment measures, ways to improve or alter health care coverage, and/or a wellness program.

All funds deposited into the health care account in excess of actual expenditures will be placed in the health care cost reserve account to be used only to offset future health care cost increases.

Expenditures in excess of available health care cost account reserves shall be borne equally between the District and all eligible employees. Should health care costs remain below the negotiated monthly cap per employee for a twelve (12) month period, any such savings shall be applied to the reserve account to offset future year expenses and/or provide additional benefits.

The District agrees to work with the health plan committee to provide reasonable time for meetings and provide adequate support including an expert health care consultant for plan design. Administrative leave will be provided for all participants.

The District shall maintain a "reward" system to protect the plan from inaccurate charges by Service Providers. The District and employee shall evenly divide any monetary benefits resulting from the correction of such charges. Errors made by the plan administrator are ineligible for this reward.

A flexible benefit account program, under the provision of Section 125 of the Internal Revenue Service Code, will continue.

ARTICLE 28

LIFE INSURANCE

- A.** Life insurance coverage in an amount equal to the employee's annual salary rounded to the next highest thousand will be provided by the District at no cost to all eligible employees. An employee may increase coverage to a maximum of double her/his salary by paying the additional premium. In the event of accidental death, the insurance shall pay double the specified amount.
- B.** It is the employee's responsibility to sign and return the application card. All employees will complete and have on file in the accounting office a listing of beneficiaries.
- C.** Term life insurance in the amount of ten thousand dollars (\$10,000) or the employee's annual salary, whichever is less, shall be provided for the spouse of the employee at no additional cost to the employee. The ten thousand dollar (\$10,000) coverage does not apply when both husband and wife are employees of the School District.
- D.** Dependent coverage (optional): Dependent benefits shall be two thousand dollars (\$2,000) per dependent. The cost to the employee shall not exceed the per month premium rate established by the carrier and shall cover all listed dependents.
- E.** Conversion provisions: Any employee may obtain, within thirty (30) days after termination (for any reason), an individual policy without a physical examination, subject to the provisions and rates established by the insurance carrier.

ARTICLE 29

TRAVEL INSURANCE

- A.** The District shall provide a travel insurance policy with a benefit in the amount of one hundred thousand dollars (\$100,000) in the event an employee is killed while traveling on District approved business or during the course of any bona fide trip made by an employee for the District. Such trip shall be deemed to have commenced when the employee leaves her/his residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as she/he returns to her/his residence or place of regular employment, whichever first occurs.
- B.** Air travel is covered only if on a commercial flight or commercially licensed air taxi service approved by the District for such trip.
- C.** Travel to and from work is not covered.
- D.** The beneficiaries will be the same as those listed for the regular life insurance program.

ARTICLE 30

WORKER'S COMPENSATION

- A.** The School District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).
- B.** A worker's compensation report must be filed in the District Office within forty-eight (48) hours of the accident. Forms shall be available in all school offices.
- C.** The employee has two compensation options during any absence in conjunction with a work-related injury. The employee may choose to take either:
 - 1. Worker's compensation payments in lieu of a salary benefit and therefore retain her/his accrued sick leave;
 - or
 - 2. Worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. The sick leave payments will be made when the employee returns to work with no limitations.

If the employee selects this option but is unable to return to work, the employee shall be made whole from the time the employee is absent due to a work related injury to the date the employee is terminated due to inability to return to work.
- D.** An employee on worker's compensation shall accrue all leave benefits available for that position.
- E.** Employees involved in a long-term work related injury shall receive an orientation on the ramifications of workers' compensation, to include leave, pay, and benefit issues.

ARTICLE 31

IN-SERVICE TRAINING

In an effort to improve employee skills, the District agrees to provide in-service day(s) on an as needed basis in identified areas. These in-service day(s) shall be workdays and shall be jointly planned by the Association and the District.

One day shall be planned annually for all custodial staff.

ARTICLE 32

OTHER DEDUCTIONS

Upon appropriate written authorization as established by the District, the School Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, credit union, bank or any other plan or program approved by the School Board.

ARTICLE 33

CAREER DEVELOPMENT PROGRAM

- A. A career development program shall be funded at a cost not to exceed twenty thousand dollars (\$20,000) for each contract year.
- B. The Association may make program recommendations to the Superintendent for the expenditure of these funds. Upon request, a member of the Superintendent's staff will serve as an advisor to the committee.
- C. Upon approval by the Superintendent or her/his designee, any work time charged for a Career Development Grant shall be considered.

ARTICLE 34

GRIEVANCE PROCEDURES

A. Definitions

Grievant shall mean an employee, or group of employees, or the Association filing a grievance.

Grievance shall mean a claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of the Agreement, or a violation of official Board policy.

Party of Interest is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

Days shall mean employment days, except as otherwise indicated.

B. Right to Representation

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance (complaint) to discuss the matter informally with his/her supervisor, then the Superintendent, and finally the School

Board. It is understood that the KPESA is the only organization that may provide representation for a grievant.

C. Procedure

Level I

The parties of interest acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. The grievant may present the grievance in writing within thirty (30) days to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level II

If the grievant is not satisfied with the disposition of her/his grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her official designee. This must be done within fifteen (15) days from the time of the Level I disposition. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide his/her written decision, together with the reasons for the decision to the Association.

Level III – Board Level

The Board Level will be used exclusively for employee discipline. Language or contract interpretation will move to Level IV without a Board hearing.

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the School Board, within fifteen (15) days of receipt of Level II disposition. The School Board shall arrange for a hearing with the grievant and/or the Association, to take place within fifteen (15) days of their receipt of the appeal. The School Board may hear the grievance or appoint a hearing officer. The parties of interest shall have the right to include in a representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have ten (10) days to provide their written decision, together with the reasons to the Association.

Level IV – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level III by the School Board, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within forty-five (45) days from the time of the Level III disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its' rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
- b. The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the costs of any hearing room, will be shared equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

E. Association Testimony

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member may be called as a witness to fact, by either party.

F. Cooperation of Board and Administration

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

G. Release Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits if the investigation cannot be done at another time.

H. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

I. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

ARTICLE 35

CONTRACT DISSEMINATION

- A.** All new hires, on the date of employment, shall be presented a copy of the current Agreement.
- B.** The district will post a copy of the Agreement on the District’s Web page, within sixty (60) days of ratification.

ARTICLE 36

**CONTRACT CONDITIONS
TERM AND SAVINGS CLAUSE**

The Agreement will remain in full force and effect from July 1, 2006 until June 30, 2009.

No later than January 15th of the year in which this agreement terminates, either party may give notice of its desire to open negotiations with respect to a successor agreement by delivering a written request to the other party. The notification shall indicate the initial items of negotiations in which the serving party is interested and a brief description of the nature of the changes.

The parties will meet to negotiate on such termination, modification, or amendments no later than February 15th of the year in which this agreement terminates. Those items contained in the opening notifications and any additional items brought to the first bargaining session shall be the only items discussed during the negotiations sessions, unless mutually agreed.

Nothing herein will preclude the termination, modification or amendment of this Agreement at any time by written mutual consent of the parties.

KPESA President

KPBSD Board of Education President

KPESA Negotiations Chairperson

Kenai Peninsula Borough School District

Board of Education Meeting Minutes

August 7, 2006 – 7:00 p.m.
Regular Meeting

Borough Administration Building
148 N. Binkley, Soldotna, Alaska

SCHOOL BOARD MEMBERS:

Mrs. Debra Mullins, President
Mrs. Sammy Crawford, Vice President
Ms. Sandra Wassilie, Clerk
Mr. Marty Anderson, Treasurer
Dr. Nels Anderson
Mrs. Debbie Brown
Mrs. Liz Downing
Mr. Bill Hatch
Mrs. Sunni Hilts

STAFF PRESENT:

Dr. Donna Peterson, Superintendent of Schools
Mrs. Melody Douglas, Chief Financial Officer
Mr. Sam Stewart, Assistant Superintendent
Mr. Glen Szymoniak, Assistant Superintendent

OTHERS PRESENT:

Mr. Joe Nicks	Mrs. Norma Holmgaard
Mr. Phil Hermenak	Mrs. Jamie Harper
Mr. Sean Dusek	Mrs. Sharon Mooock
Mr. Jim White	Mr. Tim Peterson
Mrs. Marnie Bartolini	Ms. Terri Woodward
Mrs. Doris Cannon	

Others present not identified.

CALL TO ORDER:

Mrs. Mullins called the meeting to order at 2:17 p.m. A quorum of School Board members, Mr. Hatch, Mrs. Crawford, Mrs. Downing, Mrs. Mullins, Dr. Anderson and Ms. Wassilie (arrived at 2:40 p.m.) were in attendance.

EXECUTIVE SESSION:

At 2:17 p.m., Mr. Hatch moved the Board go into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough. Specifically, the executive session was to discuss negotiations. Mrs. Crawford seconded.

Motion carried unanimously.

ADJOURN EXECUTIVE SESSION:

At 3:15 p.m., Dr. Anderson moved the executive session be adjourned. Mr. Hatch seconded.

Motion carried unanimously.

RECESS:

At 3:16 p.m., Mrs. Mullins called a recess.

RECONVENE AFTER RECESS:

At 6:59 p.m., the Board reconvened in regular session.

CALL TO ORDER:
(7:00:05 PM)

Mrs. Mullins called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE:
(7:00:15 PM)

Mrs. Mullins invited those present to participate in the Pledge of Allegiance.

ROLL CALL:
(7:00:39 PM)

Mrs. Debra Mullins	Present
Mrs. Sammy Crawford	Present
Ms. Sandra Wassilie	Present
Mr. Marty Anderson	Absent/Excused
Dr. Nels Anderson	Present
Mrs. Debbie Brown	Absent/Excused
Mrs. Liz Downing	Present
Mr. Bill Hatch	Present
Mrs. Sunni Hilts	Present

APPROVAL OF AGENDA:
(7:01:19 PM)

The agenda was approved as written.

APPROVAL OF MINUTES:
(7:01:39 PM)

The School Board Minutes of July 17, 2006, were approved with a correction.

COMMUNICATIONS AND PETITIONS:
(7:02:45 PM)

Dr. Peterson referred to an article in the Bus Report regarding Arctic Winter Games busses; to a letter from Seldovia regarding hiring; and to an email regarding the August 15 meeting with the Borough Assembly.

Mrs. Mullins reported that a letter was received from Ms. Wassilie to all Board members announcing her resignation from the Board effective October 2, 2006.

ADVISORY COMMITTEE, SITE COUNCIL AND/OR P.T.A., K.P.A.A., K.P.E.A., K.P.E.S.A, BOROUGH ASSEMBLY:
(7:03:40 PM)

Ms. Terri Woodward, KPESA representative, stated she was also speaking on behalf of KPEA and thanked the Board and administration for a new contract. She commended all members of the team for their hard work and thanked them for building trust during the past three years of the preceeding contract. She announced that her term as KPESA president will end soon.

SUPERINTENDENT'S REPORT:
(7:06:00 PM)

Dr. Peterson reported that she attended the summer ASAA-EED Conference in Juneau where the Department of Education trained superintendents on new laws and expectations. She noted that the Board information packet included District Office workplans, agendas for upcoming meetings, and the Parent Student Handbook. She reported that she will be in Nanwalek on August 14 to attend a six-hour fair and in Tyonek on August 15 to attend a ribbon-cutting ceremony for the new teacher housing. She reported that she will also speak at the upcoming Soldotna Rotary Club meeting and be present at other local events. Dr. Peterson presented the 2005-2006 Superintendent's Annual Report.

BOARD REPORTS:
(7:09:41 PM)

Mrs. Crawford reported that she attended the Project GRAD meeting and noted that Project GRAD is searching for a new executive director. She reported that she attended the AASB Board of Director's meeting in Fairbanks and that the group developed a Long Range Plan and reviewed resolutions.

**BOARD WORKSESSION
REPORT:***(7:11:18 PM)*

Mrs. Mullins reported that the Board conducted an executive session to discuss negotiations. She reported that the Board held worksessions regarding Board Goal 1 (Reaching for Excellence) and AASB resolutions. She reported that the Board heard an update on NCLB Adequate Yearly Progress, reviewed the Summer School Program, and heard information about the Coaching Project.

CONSENT AGENDA:*(7:18:02 PM)*

Items presented on the Consent Agenda were Approval of Nontenure Teaching Assignments; New Teacher Assignments and New Administrator Assignment.

**NONTENURE TEACHING
ASSIGNMENTS:**

Mr. Szymoniak recommended that the Board approve Nontenure Teaching Assignments for Vicki Abraham, (temporary) migrant teacher 7-12, Homer Middle; Tanya Erwin, (temporary) Grade 6 teacher, K-Beach Elementary; MaryEllen Dalberg, (temporary) Title I teacher, Seward Elementary; and Angela Brown, (temporary) .75 FTE math teacher, Skyview.

**NEW TEACHER
ASSIGNMENTS:**

Mr. Szymoniak recommended that the Board approve new teacher assignments for Heather Wendt, physical education/computers, Kenai Central High; Kellie Davidson, Grade 1, Sears Elementary; Lyndi Miller, Grades K, 1, 2 or multi-grade at Sears Elementary; Kimberlie Fister, Grades 3-4, Seward Elementary; Damara Burnett, (temporary) .40 FTE Secondary language arts/English at Susan B. English; and Benjamin Stephens, (temporary) Grade 4 at West Homer Elementary.

**NEW ADMINISTRATOR
ASSIGNMENT:**

Mr. Szymoniak recommended that the Board approve an administrator assignment for Sheryl Kaye, principal/teacher at Tebughna Elementary/High.

MOTION

Mrs. Crawford moved the Board approve Consent Agenda Items Numbers 1 through 3. Mrs. Downing seconded.

Motion carried unanimously.

BOARD COMMENTS:*(7:19:04 PM)*

Ms. Wassilie expressed appreciation for the reports provided by administration and for the 2006-2007 workplan information. She expressed appreciation for the District Office administration and especially Mrs. Holmgaard for working toward culturally responsive schools.

Mrs. Crawford expressed appreciation for the workplans. She stated that the 2006-2007 Board goals reflect more of what the Board is doing. She expressed appreciation for the 2005-2006 Superintendent's Annual Report. She stated that she is excited about the issue of Professional Learning Communities.

Mrs. Hilts expressed appreciation for the clarity of the workplans, especially at a time when the District has a lean administration.

Mrs. Downing thanked those involved for the negotiations process. She congratulated the IT Department staff for the successful migration to Outlook. She stated that she hopes that teacher leader learning communities meet the goals of the Coaching Program.

BOARD COMMENTS:
(continued)

Dr. Anderson stated that after a review of the Board goals, he is disappointed that none of them measures student achievement. He stated that the Board needs to work on improving reading scores at Grades 1 through 3. He reported that he is struggling with the change to the Outlook email system. He commended Ms. Wassilie for her Board service and was sorry to hear that she was resigning.

Ms. Wassilie thanked Mr. Szymoniak, Mr. Spence, and Mr. Hamburg for meeting with Moose Pass residents to resolve a student meal service problem.

Mrs. Mullins referred Board members to BB 9010 (Public Statements) and read the bylaw out loud for the benefit of the public and the Board. She encouraged Board members to read an article titled, "Board Member Boot Camp" from the August issue of the School Board Journal.

ADJOURN:
(7:26:34 PM)

At 7:26 p.m., Mrs. Crawford moved the School Board Meeting be adjourned. Mr. Hatch seconded.

Motion carried unanimously.

Respectfully submitted,

Mrs. Debra Mullins, President

Ms. Sandra Wassilie, Clerk

The Minutes of August 7, 2006,
have not been approved as of
August 24, 2006.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

FY 07

SOURCE OF REVENUE BY FUND
THROUGH 07/31/06

Item 10 a.

DATE		MTD	YTD	BUDGET	DIFFERENCE	PERCENT TO
FUND: 100 OPERATING FUND						
LOCAL REVENUE						
0%	0008 PR YR ECUM APPROP	0.00	0.00	921,514.00	921,514.00	
0%	0011 BOROUGH APPROPRIATIO	0.00	0.00	28,881,714.00	28,881,714.00	
0%	0012 IN KIND REVENUE	0.00	0.00	7,879,423.00	7,879,423.00	
0%	0030 EARNINGS ON INVESTMT	0.00	0.00	420,000.00	420,000.00	
0%	0040 OTHER LOCAL REVENUE	1.00	1.00	50,000.00	49,999.00	
2%	0046 RENTAL OF SCH FACILI	850.00	850.00	30,000.00	29,150.00	
0%	0049 ERATE REVENUE	0.00	0.00	480,563.00	480,563.00	
0%	LOCAL REVENUE TOTAL	851.00	851.00	38,663,214.00	38,662,363.00	
STATE REVENUE						
0%	0051 FOUNDATION	0.00	0.00	59,159,643.00	59,159,643.00	
0%	0052 QUALITY SCHOOLS	0.00	0.00	222,814.00	222,814.00	
0%	0053 SCH IMPROVEMNT GRNT	0.00	0.00	751,067.00	751,067.00	
0%	STATE REVENUE TOTAL	0.00	0.00	60,133,524.00	60,133,524.00	

FEDERAL REVENUE

0% 0151 MEDICAID RECEIPTS 73.44 73.44 380,000.00 379,926.56

0% 100 OPERATING FUND 924.44 924.44 99,176,738.00 99,175,813.56

FUND: 205 PUPIL TRANSPORTATION

LOCAL REVENUE

0% 0010 PR YR FUND BALANCE 0.00 0.00 473,323.00 473,323.00

STATE REVENUE

0% 0050 STATE REVENUE 0.00 0.00 4,483,804.00 4,483,804.00

TRANS FROM OTHER FUNDS

0% 0250 TRANS FROM OTHER FUN 0.00 0.00 509,058.00 509,058.00

0% 205 PUPIL TRANSPORTATION 0.00 0.00 5,466,185.00 5,466,185.00

FUND: 255 FOOD SERVICE FUND

LOCAL REVENUE

0% 0020 TYPE A LUNCH-PUPILS 0.00 0.00 1,205,251.00 1,205,251.00

0% 0040 OTHER LOCAL REVENUE 0.00 0.00 10,000.00 10,000.00

0%	LOCAL REVENUE TOTAL	0.00	0.00	1,215,251.00	1,215,251.00
FEDERAL REVENUE					
0%	0150 INTERGVNMTL FEDERAL	0.00	0.00	1,669,448.00	1,669,448.00
0%	0162 USDA	0.00	0.00	98,773.00	98,773.00
FUND: 255 FOOD SERVICE FUND					
0%	FEDERAL REVENUE TOTAL	0.00	0.00	1,768,221.00	1,768,221.00
TRANS FROM OTHER FUNDS					
0%	0250 TRANS FROM OTHER FUN	0.00	0.00	184,884.00	184,884.00
0%	255 FOOD SERVICE FUND	0.00	0.00	3,168,356.00	3,168,356.00
FUND: 260 TITLE I-A					
LOCAL REVENUE					
0%	0008 PR YR ECUM APPROP	0.00	0.00	101,925.00	101,925.00
FUND: 372 COMMUNITY THEATER					
LOCAL REVENUE					
2%	0040 OTHER LOCAL REVENUE	1,440.00	1,440.00	57,028.00	55,588.00

FUND: 374 CHARTER SCHOOLS G/F

	LOCAL REVENUE				
0%	0008 PR YR ECUM APPROP	0.00	0.00	2,753.00	2,753.00

FUND: 379 SCHOOL INCENTIVE FND

	LOCAL REVENUE				
0%	0008 PR YR ECUM APPROP	0.00	0.00	6,835.00	6,835.00

FUND: 500 CAPITAL PROJECT FUND

	LOCAL REVENUE				
0%	0008 PR YR ECUM APPROP	0.00	0.00	15,376.00	15,376.00

FUND: 710 PUPIL ACTIVITY FUND

	FEDERAL REVENUE				
0%	0210 PUPACT REVENUE	0.00	0.00	0.00	0.00
0%	0214 PUPACT PARTICPTN FEES	0.00	0.00	0.00	0.00
0%	0215 PUPACT FND RAISG REV	3,276.00	3,276.00	0.00	3,276.00-
0%	FEDERAL REVENUE TOTAL	3,276.00	3,276.00	0.00	3,276.00-

TRANS FROM OTHER FUNDS

FUND: 710 PUPIL ACTIVITY FUND

0%	0250 TRANS FROM OTHER FUN	0.00	0.00	0.00	0.00
0%	710 PUPIL ACTIVITY FUND	3,276.00	3,276.00	0.00	3,276.00-

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 PAGE 1

FYR 07 KENAI PENINSULA BOROUGH SCHOOL DISTRICT
 EXPENDITURE SUMMARY BY FUND/FUNC

REPORT #: 5

07/31/06

UNENCUMBERED	%	ORIGINAL	CURRENT			
BALANCE	EXP	BUDGET	BUDGET	MONTH	YTD	ENCUMBRANCES
100		OPERATING FUND				
43,855,709.12	2	44,158,500	44,806,230	246,923.08	246,923.08	703,597.80
761,335.74	0	4100 REGULAR INSTRUCTION				
649,027.00	0	4120 BILINGUAL INSTRUCTIO	761,491	761,543	195.38	11.88
2,623,817.75	6	4130 GIFTED/TALENTED INST	649,027	649,027	0.00	0.00
1,559,529.26	0	4140 ALTNTV (CONNECTIONS)	2,815,151	2,819,858	46,354.48	149,685.77
9,305,491.43	0	4160 VOCATIONAL EDUCATION	1,561,540	1,562,408	1,276.23	1,602.51
3,280,502.92	6	4200 SPED INSTRUCTION	9,328,216	9,348,604	24,051.98	19,060.59
		4220 SPED SVCS - STUDENT	3,291,769	3,513,977	13,795.02	219,679.06

4320	GUIDANCE SERVICES	1,352,834	1,352,834	0.00	0.00	0.00
1,352,834.00	0					
4330	HEALTH SERVICES	1,165,331	1,171,183	4,112.71	4,112.71	2,804.90
1,164,265.39	0					
4350	SUPPORT SVCS/INSTRC	850,522	854,056	42,530.81	42,530.81	24,668.00
786,857.19	7					
4352	LIBRARY SERVICE	1,330,153	1,333,809	2,745.27	2,745.27	8,906.87
1,322,156.86	0					
4400	SCHOOL ADMINISTRATION	4,518,997	4,518,997	69.00-	69.00-	0.00
4,519,066.00	0					
4450	SCH ADMIN - SUPPORT	2,976,351	2,976,351	23,295.66	23,295.66	91,864.63
2,861,190.71	3					
4511	BOARD OF EDUCATION	296,675	296,675	7,965.95	7,965.95	4,900.00
283,809.05	4					
4512	OFF OF SUPERINTENDEN	322,521	322,521	21,026.11	21,026.11	500.00
300,994.89	6					
4513	ASST SUPT/INSTRUCTN	220,847	222,011	18,060.48	18,060.48	536.40
203,414.12	8					
4551	FISCAL SERVICES	666,734	667,348	57,702.20	57,702.20	2,338.53
607,307.27	8					
4552	INTERNAL SERVICES	658,419	659,905	43,655.91	43,655.91	3,358.55
612,890.54	7					
4553	STAFF SERVICES	640,826	640,826	41,308.13	41,308.13	2,449.10
597,068.77	6					
4555	DATA PROCESSING SVCS	872,816	879,524	70,249.98	70,249.98	20,235.24
789,038.78	10					
4556	OP & BUSINESS SVCS	184,173	184,173	15,111.54	15,111.54	0.00
169,061.46	8					
4557	INDIRECT COST POOL	146,983	146,983	0.00	0.00	0.00
146,983.00	0					
4600	OPERATION OF PLANT	17,458,341	17,458,626	297,544.99	297,544.99	4,738.32
17,156,342.69	1					
4700	PUPIL ACTIVITY	1,333,065	1,335,327	1,746.77	1,746.77	2,240.00
1,331,340.23	0					
4904	TRANS FD-FOOD SERVIC	184,884	184,884	0.00	0.00	0.00
184,884.00	0					
4905	TRANS FD-PUPIL TRAN	509,058	509,058	0.00	0.00	0.00
509,058.00	0					
		98,255,224	99,176,738	979,583.68	979,583.68	1,263,178.15
96,933,976.17	2					

205 PUPIL TRANSPORTATION

9,987.23	4700 PUPIL ACTIVITY 16	11,899	11,899	1,911.77	1,911.77	0.00
5,442,410.60	4760 PUPIL TRANSPORTATION 0	5,454,286	5,454,286	10,970.40	10,970.40	905.00
5,452,397.83	0	5,466,185	5,466,185	12,882.17	12,882.17	905.00
	215 COMMUNITY SCHOOL FUN					
31.18-	4780 COMMUNITY SERVICES 0	0	0	31.18	31.18	0.00
	217 LEGIS EQUIPMENT FUND					
0.00	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	0.00
0.00	4600 OPERATION OF PLANT 0	0	0	0.00	0.00	0.00
0.00	0	0	0	0.00	0.00	0.00
	225 BOARDING HOME PROGRA					
0.00	4300 SUPPORT SERV-PUPILS 0	0	0	0.00	0.00	0.00
	255 FOOD SERVICE FUND					
3,080,845.77	4790 FOOD SERVICES 2	3,168,356	3,168,356	66,778.18	66,778.18	20,732.05

260 TITLE I-A

4100 REGULAR INSTRUCTION	0	101,925	129,005.49	129,005.49	48,407.94
75,488.43- 174					
4300 SUPPORT SERV-PUPILS	0	0	163.03	163.03	22.68
185.71- 0					
	0	101,925	129,168.52	129,168.52	48,430.62
75,674.14- 174					

265 CARL PERKINS - BASIC

4160 VOCATIONAL EDUCATION	0	0	58.21	58.21	0.00
58.21- 0					

266 TITLE VI-B

4200 SPED INSTRUCTION	0	0	225.00	225.00	1,125.00
1,350.00- 0					

271 CHARTER SCHOOL GRANT

4100 REGULAR INSTRUCTION	0	0	511.16	511.16	0.00
511.16- 0					

281 MIGRANT ED SUMMER

4100 REGULAR INSTRUCTION	0	0	0.00	0.00	7,400.00
7,400.00- 0					

284 YOUTH IN DETENTION

33,912.26-	4100 REGULAR INSTRUCTION 0	0	0	33,912.26	33,912.26	0.00
	289 GOV'S DRUG PREVENT					
0.00	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	0.00
	291 TITLE I-D AT RISK					
7,778.00-	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	7,778.00
	295 SCHOOL IMPROV/TEBHUG					
0.00	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	0.00
	299 AK COMM CENTERS LEAR					
1,076.25-	299 AK COMM CENTERS LEAR 4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	1,076.25
	350 TITLE VII -INDIAN ED					
103.78-	4100 REGULAR INSTRUCTION 0	0	0	103.78	103.78	0.00
	371 CORPORATE GRANTS					
6,277.70-	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	6,277.70

372 COMMUNITY THEATER

4780 COMMUNITY SERVICES	57,028	57,028	77.37	77.37	0.00
56,950.63- 0					

374 CHARTER SCHOOLS G/F

4100 REGULAR INSTRUCTION	0	1,900	68,083.10	68,083.10	17,979.57
84,162.67- 529					
4400 SCHOOL ADMINISTRATION	0	0	6,500.00	6,500.00	0.00
6,500.00- 0					
4450 SCH ADMIN - SUPPORT	0	0	462.39	462.39	0.00
462.39- 0					
4600 OPERATION OF PLANT	0	853	368.41	368.41	5,361.58
4,876.99- 671					
4700 PUPIL ACTIVITY	0	0	0.00	0.00	1,455.60
1,455.60- 0					
	0	2,753	75,413.90	75,413.90	24,796.75
97,457.65- 640					

379 SCHOOL INCENTIVE FND

4100 REGULAR INSTRUCTION	0	6,777	6,428.98	6,428.98	7,084.84
6,736.82- 199					
4450 SCH ADMIN - SUPPORT	0	0	303.10	303.10	0.00
303.10- 0					
4600 OPERATION OF PLANT	0	58	0.00	0.00	2,848.11
2,790.11- 910					
	0	6,835	6,732.08	6,732.08	9,932.95
9,830.03- 243					

383 ASBO PROF DEVELOP

0.00	4100 REGULAR INSTRUCTION 0	0	0	0.00	0.00	0.00
	500 CAPITAL PROJECT FUND					
0.36-	4100 REGULAR INSTRUCTION 100	0	15,376	0.00	0.00	15,376.36
	710 PUPIL ACTIVITY FUND					
312,123.55-	544	0	70,221	46,351.45	46,351.45	335,993.79
	710 PUPIL ACTIVITY FUND					
104,970,586.13	REPORT TOTALS 2	106,946,793	108,065,417	1,351,828.94	1,351,828.94	1,743,002.62

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
 SOURCE OF REVENUE BY FUND
 THROUGH 08/31/06

FY 07

Item 10 a

	MTD	YTD	BUDGET	DIFFERENCE	PERCENT TO DATE
FUND: 100 OPERATING FUND					
LOCAL REVENUE					
0008 PR YR ECUM APPROP	0.00	0.00	921,514.00	921,514.00	0%
0011 BOROUGH APPROPRIATIO	0.00	2,406,809.50	28,881,714.00	26,474,904.50	8%
0012 IN KIND REVENUE	0.00	0.00	7,879,423.00	7,879,423.00	0%
0030 EARNINGS ON INVESTMT	0.00	0.00	420,000.00	420,000.00	0%
0040 OTHER LOCAL REVENUE	2,025.00	12,001.00	50,000.00	37,999.00	24%
0046 RENTAL OF SCH FACILI	850.00	1,700.00	30,000.00	28,300.00	5%
0049 ERATE REVENUE	185,282.04	185,282.04	480,563.00	295,280.96	38%
LOCAL REVENUE TOTAL	188,157.04	2,605,792.54	38,663,214.00	36,057,421.46	6%
STATE REVENUE					
0051 FOUNDATION	0.00	4,166,932.00	59,159,643.00	54,992,711.00	7%
0052 QUALITY SCHOOLS	0.00	0.00	222,814.00	222,814.00	0%
0053 SCH IMPROVEMNT GRNT	0.00	0.00	751,067.00	751,067.00	0%
STATE REVENUE TOTAL	0.00	4,166,932.00	60,133,524.00	55,966,592.00	6%
FEDERAL REVENUE					
0151 MEDICAID RECEIPTS	0.00	73.44	380,000.00	379,926.56	0%
100 OPERATING FUND	188,157.04	6,772,797.98	99,176,738.00	92,403,940.02	6%
FUND: 205 PUPIL TRANSPORTATION					
LOCAL REVENUE					
0010 PR YR FUND BALANCE	0.00	0.00	473,323.00	473,323.00	0%
STATE REVENUE					
0050 STATE REVENUE	0.00	0.00	4,483,804.00	4,483,804.00	0%

TRANS FROM OTHER FUNDS

0250	TRANS FROM OTHER FUN	0.00	0.00	509,058.00	509,058.00	0%
205	PUPIL TRANSPORTATION	0.00	0.00	5,466,185.00	5,466,185.00	0%

FUND: 255 FOOD SERVICE FUND

LOCAL REVENUE

0020	TYPE A LUNCH-PUPILS	79,181.74	79,181.74	1,205,251.00	1,126,069.26	6%
0040	OTHER LOCAL REVENUE	0.00	0.00	10,000.00	10,000.00	0%
	LOCAL REVENUE TOTAL	79,181.74	79,181.74	1,215,251.00	1,136,069.26	6%

FEDERAL REVENUE

0150	INTERGVNMTL FEDERAL	0.00	0.00	1,669,448.00	1,669,448.00	0%
0162	USDA	0.00	0.00	98,773.00	98,773.00	0%

FUND: 255 FOOD SERVICE FUND

	FEDERAL REVENUE TOTAL	0.00	0.00	1,768,221.00	1,768,221.00	0%
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TRANS FROM OTHER FUNDS

0250	TRANS FROM OTHER FUN	0.00	0.00	184,884.00	184,884.00	0%
255	FOOD SERVICE FUND	79,181.74	79,181.74	3,168,356.00	3,089,174.26	2%

FUND: 260 TITLE I-A

LOCAL REVENUE

0008	PR YR ECUM APPROP	0.00	0.00	101,925.00	101,925.00	0%
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FUND: 372 COMMUNITY THEATER

LOCAL REVENUE						
0040 OTHER LOCAL REVENUE	0.00	1,440.00	57,028.00	55,588.00		2%
FUND: 374 CHARTER SCHOOLS G/F						
LOCAL REVENUE						
0008 PR YR ECUM APPROP	0.00	0.00	2,753.00	2,753.00		0%
FUND: 379 SCHOOL INCENTIVE FND						
LOCAL REVENUE						
0008 PR YR ECUM APPROP	0.00	0.00	6,835.00	6,835.00		0%
FUND: 500 CAPITAL PROJECT FUND						
LOCAL REVENUE						
0008 PR YR ECUM APPROP	0.00	0.00	15,376.00	15,376.00		0%
FUND: 710 PUPIL ACTIVITY FUND						
FEDERAL REVENUE						
0210 PUPACT REVENUE	168,343.58	162,937.58	0.00	162,937.58-		0%
0211 PUPACT GATE RECEIPTS	6,791.86	6,791.86	0.00	6,791.86-		0%
0214 PUPACT PARTCPTN FEES	44,622.20	44,622.20	0.00	44,622.20-		0%
0215 PUPACT FND RAISG REV	7,322.50	10,598.50	0.00	10,598.50-		0%
0216 PUPACT ACTIVITY FEE	21,788.12	21,788.12	0.00	21,788.12-		0%
0220 PUPACT DONATIONS	1,823.29	1,823.29	0.00	1,823.29-		0%
FEDERAL REVENUE TOTAL	250,691.55	248,561.55	0.00	248,561.55-		0%
FUND: 710 PUPIL ACTIVITY FUND						
TRANS FROM OTHER FUNDS						
0250 TRANS FROM OTHER FUN	17,970.94	17,970.94	0.00	17,970.94-		0%

REPORT: GNLA07PI

GENERATED: 15 DEC 2004 16:09

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FYR 07

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
EXPENDITURE SUMMARY BY FUND/FUNC
08/31/06

REPORT #: 5

	ORIGINAL BUDGET	CURRENT BUDGET	MONTH	YTD	ENCUMBRANCES	UNENCUMBERED BALANCE	% EXP
100 OPERATING FUND							
4100 REGULAR INSTRUCTION	44,158,500	44,804,344	766,014.48	998,793.62	158,712.90	43,646,837.48	2
4120 BILINGUAL INSTRUCTIO	761,491	761,543	14,846.57	15,041.95	248.28	746,252.77	2
4130 GIFTED/TALENTED INST	649,027	649,027	165.86	165.86	23.12	648,838.02	0
4140 ALTNTV (CONNECTIONS)	2,815,151	2,819,858	120,483.54	166,943.02	133,641.20	2,519,273.78	10
4160 VOCATIONAL EDUCATION	1,561,540	1,565,225	2,556.91	3,833.14	1,932.97	1,559,458.89	0
4200 SPED INSTRUCTION	9,328,216	9,348,604	15,218.72	39,270.70	18,791.01	9,290,542.29	0
4220 SPED SVCS - STUDENT	3,291,769	3,513,977	31,954.40	45,749.42	217,924.32	3,250,303.26	7
4320 GUIDANCE SERVICES	1,352,834	1,352,834	8,427.29	8,427.29	0.00	1,344,406.71	0
4330 HEALTH SERVICES	1,165,331	1,171,183	15,428.12	19,540.83	3,918.14	1,147,724.03	2
4350 SUPPORT SVCS/INSTRC	850,522	854,056	50,345.94	92,876.75	77,112.19	684,067.06	19
4352 LIBRARY SERVICE	1,330,153	1,330,809	6,364.75	9,110.02	6,810.11	1,314,888.87	1
4400 SCHOOL ADMINSTRATION	4,518,997	4,519,866	299,318.36	299,249.36	2,125.93	4,218,490.71	6
4450 SCH ADMIN - SUPPORT	2,976,351	2,977,395	164,294.53	187,590.19	1,833.34	2,787,971.47	6
4511 BOARD OF EDUCATION	296,675	296,675	36,865.33	44,831.28	4,877.51	246,966.21	16
4512 OFF OF SUPERINTENDEN	322,521	322,521	27,346.34	48,372.45	1,376.36	272,772.19	15
4513 ASST SUPT/INSTRUCTN	220,847	222,011	20,325.48	38,385.96	0.00	183,625.04	17
4551 FISCAL SERVICES	666,734	667,348	67,630.04	125,332.24	1,356.60	540,659.16	18
4552 INTERNAL SERVICES	658,419	659,905	54,315.09	97,774.42	4,231.61	557,898.97	15
4553 STAFF SERVICES	640,826	640,826	46,142.20	87,450.33	2,449.10	550,926.57	14
4555 DATA PROCESSING SVCS	872,816	879,524	58,354.55	128,604.53	13,701.45	737,218.02	16
4556 OP & BUSINESS SVCS	184,173	184,173	14,029.71	29,141.25	0.00	155,031.75	15
4557 INDIRECT COST POOL	146,983	146,983	0.00	0.00	0.00	146,983.00	0
4600 OPERATION OF PLANT	17,458,341	17,458,626	408,644.57	706,189.56	5,285.90	16,747,150.54	4
4700 PUPIL ACTIVITY	1,333,065	1,335,483	22,313.00	24,059.77	2,240.00	1,309,183.23	1
4904 TRANS FD-FOOD SERVIC	184,884	184,884	0.00	0.00	0.00	184,884.00	0
4905 TRANS FD-PUPIL TRAN	509,058	509,058	0.00	0.00	0.00	509,058.00	0

	98,255,224	99,176,738	2,251,385.78	3,216,733.94	658,592.04	95,301,412.02	3
205 PUPIL TRANSPORTATION							
4700 PUPIL ACTIVITY	11,899	11,899	1,665.81	3,577.58	0.00	8,321.42	30
4760 PUPIL TRANSPORTATION	5,454,286	5,454,286	12,203.78	23,174.18	0.00	5,431,111.82	0
	5,466,185	5,466,185	13,869.59	26,751.76	0.00	5,439,433.24	0
215 COMMUNITY SCHOOL FUN							
4780 COMMUNITY SERVICES	0	0	2,813.52	31.20	0.00	31.20-	0
217 LEGIS EQUIPMENT FUND							
4100 REGULAR INSTRUCTION	0	0	426.42	0.00	0.00	0.00	0
4600 OPERATION OF PLANT	0	0	0.00	0.00	0.00	0.00	0
	0	0	426.42	0.00	0.00	0.00	0
218 PRINCIPAL COACHING							
4400 SCHOOL ADMINSTRATION	0	0	3,027.28	3,027.28	1,722.00	4,749.28-	0
4450 SCH ADMIN - SUPPORT	0	0	433.56	433.56	0.00	433.56-	0
218 PRINCIPAL COACHING							
	0	0	3,460.84	3,460.84	1,722.00	5,182.84-	0
219 MCKINNEY-VENTO HMLSS							
4100 REGULAR INSTRUCTION	0	0	7.56	7.56	0.00	7.56-	0

225	BOARDING HOME PROGRA								
4300	SUPPORT SERV-PUPILS	0	0	0.00	0.00	190.20	190.20-	0	
255	FOOD SERVICE FUND								
4790	FOOD SERVICES	3,168,356	3,168,356	120,797.36	187,575.54	39,093.76	2,941,686.70	7	
260	TITLE I-A								
4100	REGULAR INSTRUCTION	0	101,925	75,421.36	204,745.79	71,808.39	174,629.18-	271	
4300	SUPPORT SERV-PUPILS	0	0	154.93	317.96	11.88	329.84-	0	
		0	101,925	75,576.29	205,063.75	71,820.27	174,959.02-	271	
265	CARL PERKINS - BASIC								
4160	VOCATIONAL EDUCATION	0	0	98.50	156.71	4,995.00	5,151.71-	0	
266	TITLE VI-B								
4200	SPED INSTRUCTION	0	0	8,099.52	8,324.52	9,130.94	17,455.46-	0	
271	CHARTER SCHOOL GRANT								
4100	REGULAR INSTRUCTION	0	0	0.00	511.16	0.00	511.16-	0	
281	MIGRANT ED SUMMER								
4100	REGULAR INSTRUCTION	0	0	9,147.68	9,147.68	0.00	9,147.68-	0	
284	YOUTH IN DETENTION								
4100	REGULAR INSTRUCTION	0	0	1,312.93	35,225.19	0.00	35,225.19-	0	

289 GOV'S DRUG PREVENT

4100 REGULAR INSTRUCTION	0	0	0.00	0.00	0.00	0.00	0
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291 TITLE I-D AT RISK

4100 REGULAR INSTRUCTION	0	0	6,662.00	6,662.00	17,892.00	24,554.00-	0
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295 SCHOOL IMPROV/TEBHUG

4100 REGULAR INSTRUCTION	0	0	0.00	0.00	0.00	0.00	0
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299 AK COMM CENTERS LEAR

4100 REGULAR INSTRUCTION	0	0	7,997.46	8,800.03	0.00	8,800.03-	0
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350 TITLE VII -INDIAN ED

4100 REGULAR INSTRUCTION	0	0	1,900.85	2,004.63	0.00	2,004.63-	0
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371 CORPORATE GRANTS

4100 REGULAR INSTRUCTION	0	0	6,277.70	6,277.70	0.00	6,277.70-	0
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372 COMMUNITY THEATER

4780 COMMUNITY SERVICES	57,028	57,028	4,257.49	4,334.86	0.00	52,693.14	7
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374 CHARTER SCHOOLS G/F

4100 REGULAR INSTRUCTION	0	1,900	25,824.88	93,907.98	19,115.70	111,123.68-	948
4330 HEALTH SERVICES	0	0	974.81	974.81	4.50	979.31-	0
4352 LIBRARY SERVICE	0	0	78.56	78.56	0.00	78.56-	0
4400 SCHOOL ADMINSTRATION	0	0	15,402.95	21,902.95	0.00	21,902.95-	0

4450 SCH ADMIN - SUPPORT	0	0	4,546.61	5,009.00	146.05	5,155.05-	0
4600 OPERATION OF PLANT	0	853	8,408.74	18,777.15	7,245.44	25,169.59-	50
4700 PUPIL ACTIVITY	0	0	1,788.54	1,788.54	192.00	1,980.54-	0
	0	2,753	57,025.09	142,438.99	26,703.69	166,389.68-	143
379 SCHOOL INCENTIVE FND							
4100 REGULAR INSTRUCTION	0	6,777	5,518.97	11,947.95	5,391.27	10,562.22-	255
4450 SCH ADMIN - SUPPORT	0	0	0.00	303.10	0.00	303.10-	0
4600 OPERATION OF PLANT	0	58	2,790.00	2,790.00	58.11	2,790.11-	910
379 SCHOOL INCENTIVE FND							
	0	6,835	8,308.97	15,041.05	5,449.38	13,655.43-	299
383 ASBO PROF DEVELOP							
4100 REGULAR INSTRUCTION	0	0	80.80	80.80	0.00	80.80-	0
500 CAPITAL PROJECT FUND							
4100 REGULAR INSTRUCTION	0	15,376	0.00	0.00	15,376.36	0.36-	100
710 PUPIL ACTIVITY FUND							
	0	70,221	118,283.35	163,832.23	417,170.52	510,781.06-	827
REPORT TOTALS	106,946,793	108,065,417	2,697,789.70	4,042,462.14	1,268,136.16	102,754,819.39	4



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Finance

Melody Douglas, Chief Financial Officer
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 262-5846 Fax (907) 262-9645

September 5, 2006

MEMORANDUM

TO: Board of Education
FROM: Melody Douglas *Melody Douglas*
Chief Financial Officer
SUBJECT: Budget Transfers

Budget transfer 8, in the amount of \$12,500, has been requested by the Assessment Department for rental of a secure site for the storage and processing of district, state and federally mandated tests, such as HSGQE and Standards Based Assessments.

The Information Services Department has requested Budget transfers 22 and 27 to move funds for purchase of software at schools that have received new student computers in the latest summer Tech Plan replacement cycle. Transfers in the amount of \$17,700 for Soldotna Middle School, \$13,350 for Kenai Middle School and \$12,150 for Seward Elementary School are requested for updating the computer software at those locations.

These budget transfers exceed \$10,000; therefore, they require Board of Education approval per Board Policy 3120. Approval by the Board of Education is recommended.

Enclosure

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
148 NORTH BINKLEY STREET
SOLDOTNA, ALASKA 99669

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BUDGET TRANSFER REQUEST

SCHOOL CURRICULUM/ASSESSMNT TRANSFER # 840700 DATE 08/04/06

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TRANSFER FROM ACCOUNT NO.	TRANSFER TO ACCOUNT NO.	AMOUNT
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1. 100-84-4350-0128-4402	100-84-4350-0128-4410	12500.00
	TOTAL:	12,500.00

JUSTIFICATION OR REASONS FOR REQUESTING TRANSFER OF FUNDS ARE LISTED BELOW:

TO COVER COST OF RENTAL FOR SECURE TEST SITE FOR STORING AND PROCESSING
HSGQE, STANDARD BASED ASSESMENTS AND OTHER TESTS MANDATED BY DISTRICT, STATE
AND FEDERAL FOR THE 2006/2007 SCHOOL YEAR.

PRINCIPALS'S SIGNATURE

SUPERINTENDENT/OPERATIONS APPROVAL

ACCOUNTING APPROVAL

DATE APPROVED BY SCHOOL BOARD

000008

TRANSFER REQUEST NUMBER

BUDGET TRANSFER REQUEST

SCHOOL TECHNOLOGY AND ERATE TRANSFER # 790002 DATE 08/25/06

TRANSFER FROM ACCOUNT NO.	TRANSFER TO ACCOUNT NO.	AMOUNT
1. 100-79-4100-0000-4501	100-79-4100-7937-4501	1650.00
2. 100-79-4100-0000-4501	100-79-4100-7914-4501	4050.00
3. 100-79-4100-0000-4501	100-79-4100-7912-4501	17700.00
4. 100-79-4100-0000-4501	100-79-4100-7953-4501	4500.00
	TOTAL:	27,900.00

JUSTIFICATION OR REASONS FOR REQUESTING TRANSFER OF FUNDS ARE LISTED BELOW:

TECH PLAN SOFTWARE ALLOCATION FOR COMPUTERS PLACED IN SCHOOLS DURING SUMMER 2006. THESE FUNDS ARE ORIGINALLY BUDGETED IN 100-79-4100-0000-4501 AND THEN ARE DISTRIBUTED TO SCHOOL ACCOUNTS BASED ON FINAL COMPUTER COUNTS.

TECH PLAN SOFTWARE FUNDS ARE DISBURSED BY INFORMATION SERVICES, ON BEHALF OF THE SCHOOLS. PART 2 OF 2

PRINCIPALS'S SIGNATURE

SUPERINTENDENT/OPERATIONS APPROVAL

ACCOUNTING APPROVAL

DATE APPROVED BY SCHOOL BOARD

000022

TRANSFER REQUEST NUMBER

BUDGET TRANSFER REQUEST

SCHOOL TECHNOLOGY AND ERATE TRANSFER # 790003 DATE 08/29/06

TRANSFER FROM ACCOUNT NO.	TRANSFER TO ACCOUNT NO.	AMOUNT
1. 100-79-4100-0000-4501	100-79-4100-7931-4501	5400.00
2. 100-79-4100-0000-4501	100-79-4100-7913-4501	7200.00
3. 100-79-4100-0000-4501	100-79-4100-7911-4501	13350.00
4. 100-79-4100-0000-4501	100-79-4100-7947-4501	4350.00
5. 100-79-4100-0000-4501	100-79-4100-7942-4501	12150.00
6. 100-79-4100-0000-4501	100-79-4100-7908-4501	9300.00
	TOTAL:	51,750.00

JUSTIFICATION OR REASONS FOR REQUESTING TRANSFER OF FUNDS ARE LISTED BELOW:

TECH PLAN SOFTWARE ALLOCATION FOR COMPUTERS PLACED IN SCHOOLS DURING SUMMER 2006. THESE FUNDS ARE ORIGINALLY BUDGETED IN 100-79-4100-0000-4501 AND THEN ARE DISTRIBUTED TO SCHOOL ACCOUNTS BASED ON FINAL COMPUTER COUNTS. TECH PLAN SOFTWARE FUNDS ARE DISBURSED BY INFORMATION SERVICES, ON BEHALF OF THE SCHOOLS. PART 1 OF 2

PRINCIPALS'S SIGNATURE

SUPERINTENDENT/OPERATIONS APPROVAL

ACCOUNTING APPROVAL

DATE APPROVED BY SCHOOL BOARD

000027


TRANSFER REQUEST NUMBER



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Sam Stewart, Assistant Superintendent
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 714-8888 Fax (907) 262-9645

TO: Board of Education

FROM: Sam Stewart, Asst. Superintendent 

Re: AR 4112.4, 4212.4, 4312.4; Employee Tuberculosis Testing

Date: August 18, 2006

State statute no longer requires employees undergo annual tuberculosis tests. Therefore, District Administration recommends that AR 4112.4, 4212.4, 4312.4 be changed to no longer require continuing employees to undergo annual tuberculosis tests. The Administration recommends approval as presented.

KPBSD Policy Manual

AR 4112.4

4212.4

4312.4

All Personnel

HEALTH EXAMINATIONS

The Superintendent shall ensure that all regularly employed personnel undergo a health examination, as required by law, upon initial employment and every three years thereafter.

In addition, the Superintendent may require applicants for employment in support positions to undergo a pre-employment physical examination to show that they are physically able to perform the duties of specific jobs.

~~Continuing employees shall undergo annual tuberculosis tests in accordance with law.~~

Employees may be required to pass a physical and/or psychological examination any time such an examination appears necessary to preserve the health and welfare of District students and employees, or to furnish medical proof of physical or mental ability to perform satisfactorily the assigned duties of an individual's position.

Legal Reference:

ALASKA ADMINISTRATIVE CODE

4 AAC 06.050 Physical examination of school employees

4 AAC 18.010 Teachers' and administrators' contracts

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: 2/07/2005

[Series 0000](#) - [Series 1000](#) - [Series 2000](#) - [Series 3000](#) - [Series 4000](#) - [Series 5000](#)

[Series 6000](#) - [Series 7000](#) - [Series 8000](#) - [Series 9000](#)

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KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Finance

Melody Douglas, Chief Financial Officer
148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 714-8888 Fax (907) 262-5867
Email mdouglas@kpbsd.k12.ak.us

August 18, 2006

TO: Board of Education

FROM: Melody Douglas, Chief Financial Officer

A handwritten signature in blue ink that reads "Melody Douglas".

SUBJECT: Change in Mileage Reimbursement, AR 3343

Administration requests an increase in the mileage reimbursement rate from \$.30 per mile to \$.35 per mile, retroactive to July 1, 2006. This is an item brought forward during employee negotiations, and given the financial circumstances of the District, as well as increased fuel costs for employees, this appears to be a reasonable request. This rate remains less than what is allowed by the IRS. It is administration's recommendation that this request be approved.

Business and Noninstructional Operations
TRAVEL AND PER DIEM

District employees and Board members traveling on school business will be allowed per diem and travel rates for overnight and daily travel consistent with budgeted allocations. All travel must have administrative authorization and be conducted in accordance with regulation.

Travel expense is reimbursed at the approved mileage rate \$0.35 per mile or airfare and reasonable car rental, taxi or other ground travel expenses. Meals are reimbursed as follows.

Per diem Meal Schedule (not to exceed \$40)

Breakfast	\$10.00
Lunch	\$10.00
Dinner	\$20.00

Overnight lodging is reimbursed at actual expense.

Documentation is required for travel, lodging and registration fee reimbursement.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: _____



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Assistant Superintendent

Glen Szymoniak

148 North Binkley Street Soldotna, Alaska 99669

Phone (907) 714-8888 Fax (907) 262-5867

Email gszymoniak@kpbsd.k12.ak.us

August 30, 2006

TO: Board of Education

FROM: Glen Szymoniak, Assistant Superintendent

SUBJECT: Proposed Change to AR 6187

Attached is the proposed change to AR 6187, Charter Schools, Charter Schools Sharing Facilities, item number 1. Administration recommends the Board approve the addition of a third paragraph to this section, as follows:

In a shared facility, the Charter School may request to change the estimated number of students, the number of classrooms or the grades taught for a school year. The request must be submitted by October 1 of the year preceding the requested change. (District projected enrollment date)

Instruction

CHARTER SCHOOLS

Charter School Guidelines

The Board desires to support innovations which improve student learning and views charter schools as an opportunity for parents, teachers, and community members to take responsible risks and create new, innovative, and more flexible ways of educating children. The District administration shall work cooperatively with parents/guardians, students, teachers and principals in their efforts to design new schools and alternative approaches to the existing state laws and regulations that govern public schools.

The following guidelines will be used to assist in the establishment of charter schools in the Kenai Peninsula Borough School District .

Organization and Operation of a Charter School

A charter school is a public school in the Kenai Peninsula Borough School District except that the charter school:

1. is exempt from the Kenai Peninsula Borough School District 's textbook, program, curriculum, and scheduling requirements.
2. is exempt from AS 14.14.130, Chief School Administrator. The principal is selected by the Academic Policy Committee and selects, appoints, or otherwise supervises employees of the charter school.
3. operates under an annual program budget as set out in the contract between the KPBSD Board of Education and the charter school. The charter school may be exempt from other KPBSD requirements if the exemption is set out in the contract. A charter school is subject to secondary school competency testing and other competency tests required by the Alaska Department of Education and Early Development.

A charter school administrator, with oversight by the Academic Policy Committee, shall:

1. keep financial records of the charter school.
2. oversee the operation of the charter school to ensure that the terms of the contract are being met.
3. meet regularly with parents and with teachers of the charter school to review, evaluate, and improve operations of the charter school.

4. meet with the academic policy committee at least six times each year to monitor progress in achieving the committee's policies and goals.

The charter school application serves as a contract proposal to the Board and must address all the items specified in the KPBSD "Application/Contract Provisions" to satisfy stipulations in Alaska Statutes, Alaska Administrative Codes and KPBSD Board Policy.

A charter school may be operated in an existing School District facility or in a facility within the School District that is not currently being used as a public school, if the chief school administrator determines the facility meets requirements for health and safety applicable to public buildings or other public schools in the District. See BP 6187 and AR 6187 section "Charter Schools Sharing Facilities."

Funding for Charter Schools

The charter school budget shall be calculated by determining the amount of state funds generated by students enrolled in the charter school less administrative costs. Administrative costs shall be determined by applying the indirect cost rate approved by the Department of Education and Early Development. Indirect costs shall not be applied to state generated funds for charter schools with fewer than 150 students.

The program budget of a charter school is to be used for operating expenses of the educational program of the charter school including purchasing textbooks, classroom materials, and instructional aids.

The charter school shall provide the financial and accounting information requested by the Board and Department of Education and Early Development and shall cooperate with the District in complying with the restrictions governing receipt and expenditure of District money.

The expense of housing nonresident students who attend the charter school, including room, board, and other reasonable housing expenses, may not be paid for with state money but may be paid for with funds contributed by sources other than the state.

Admission

The program of a charter school may be designed to serve students within an age group or grade level; students who will benefit from a particular teaching method or curriculum; or nonresident students, including providing domiciliary services for students who need those services, if approved by the Board.

A charter school shall enroll all eligible students who submit a timely application, unless the number of those applications exceeds the capacity of the program, class, grade level, or building. In the event of an excess of

those applications, the charter school and the local School Board shall attempt to accommodate all of those applicants by considering providing additional classroom space and assigning additional teachers from the District to the charter school. If it is not possible to accommodate all eligible students who submit a timely application, students shall be accepted by random drawing. A School Board may not require a student to attend a charter school.

In addition to other requirements of law, a charter school shall be nonsectarian.

Teacher or Employee Agreements

A teacher or employee may not be assigned to a charter school unless the teacher or employee consents to the assignment.

All provisions of an existing negotiated agreement or collective bargaining agreement applicable to a teacher or employee of a district apply to that teacher or employee if employed at a charter school in that district, unless the district and the bargaining unit representing the teacher or employee agree to an exemption.

A teacher in a charter school shall be evaluated in an equivalent manner as all other teachers in the District, except that if there is no administrator assigned to the charter school, the local School Board, with the agreement of the charter school, shall designate a School District administrator in that district to evaluate a teacher in a charter school.

The School District assumes no responsibility for employing the charter school administrator after the termination of the charter school contract unless the person is also employed as a teacher.

Charter Schools Sharing Facilities

1. Guidelines for Determining Adequate Space for a Shared Facility: The KPBSD School Board may allow a charter school to operate within an established District neighborhood school if the projected enrollment of the two schools and other District programs (Special Ed, Title 1, Project Grad, etc.) do not exceed 90% of the rated capacity over the life of the charter school contract.

The charter school application shall include the estimated number of students, the number of requested classrooms and the grades taught for each year of the proposed contract.

In a shared facility, the Charter School may request to change the estimated number of students, the number of classrooms or the grades taught for the school year. The request must be submitted by October 1 of

the year preceding the requested change. (District projected enrollment date)

Comment [m1]: Adding the paragraph, "In a shared facility, the Charter School may request to change the estimated number of students, the number of classrooms or the grades taught for the school year. The request must be submitted by October 1 of the year preceding the requested change. (District projected enrollment date)"

2. Negotiating Shared Facility Agreements: The use of District facilities for the charter school shall be negotiated by the Superintendent and presented during the Board's worksession with the charter school applicants. When proposing to use a District facility which is already in use as a public school, the principal and a site council representative of the school shall also be involved in the negotiating process.

The Principal in the existing District school will serve as the primary administrator for the building. The charter school administrator shall meet with the principal of that school and come to a mutual agreement regarding the charter school's observance of school rules and policies. These mutually agreed upon rules and policies shall be included in the charter school application and contract with the Board. Failure to abide by the agreed upon rules and policies will be considered a breach of contract.

3. Determining Costs in a Shared Facility: Basic charter school funding will be allocated to charter schools by the School Board. Charter schools operating in an established neighborhood school will be responsible for funding their share of education programs in the building.

During the administrative meeting, held after the Notification of Intent form is filed, the administrative committee shall provide the charter school representatives with an estimation of revenues and operational costs.

Following Board approval of the charter school contract, operational costs will be charged by the District to the charter school on a pro rata basis according to the recommended budget. All other services provided by the District to the charter school will be calculated on a cost only basis.

At the end of each fiscal year, adjustments shall be made to the charter school budgets based on actual revenues and expenditures.

Space, personnel and shared resources shall be equitably prorated and addressed annually in the charter school contract.

4. Shared Facility Resources: Charter schools operating in established neighborhood schools shall be responsible for funding their education programs. The charter school may decide the use of their remaining available resources through their budget process after accounting for shared costs.

If a charter school desires to combine their resources with an established neighborhood educational program and the neighborhood school administrator agrees, costs will be pro-rated according to the number of students.

Legal Reference:

ALASKA STATUTES

14.03.250 Establishment of charter schools
14.03.255 Organization and operation of a charter school
14.03.260 Funding for charter schools
14.03.265 Admission
14.03.270 Teacher or employee transfers, evaluations, and negotiated agreements
14.03.275 Contracts; duration
14.03.280 Regulations
14.03.290 Definitions
14.14.130 Chief school administrator

Kenai Peninsula Borough School District
Adoption Date: 4/3/2006

[BP 6187: Charter Schools](#)
[E 6187\(a\): Intent to Develop Charter School Application](#)
[E 6187\(b\): Charter School Application/Contract Provisions](#)

[Series 0000](#) - [Series 1000](#) - [Series 2000](#) - [Series 3000](#) - [Series 4000](#) -
[Series 5000](#)
[Series 6000](#) - [Series 7000](#) - [Series 8000](#) - [Series 9000](#)
[SEARCH THE POLICY MANUAL](#)

DATE: September 11, 2006
TO: Board of Education
FROM: Tim Peterson, Director, Human Resources
THROUGH: Glen Szymoniak, Assistant Superintendent
SUBJECT: Approval of Tentative Tenure Teaching Assignment/2006-07
Item

It is recommended that the following Tentative Tenure Teacher Assignment for the 2006-07 school year be approved:

Richard Redmond Counselor Homer Middle School

September 11, 2006

TO: Board of Education
FROM: Tim Peterson, Director, Human Resources
THROUGH: Glen Szymoniak, Assistant Superintendent
SUBJECT: Approval of New Teacher Assignments/2006-07 Item-

It is recommended that the following new teacher assignments be approved. The following assignments are tentative:

<u>RESIDENCE</u>	<u>NAME</u>	<u>DEGREE</u>	<u>INSTITUTION</u>	<u>MAJOR</u>	<u>ATC</u>	<u>EXP</u>	<u>ASSIGN</u>
Havre, MT.	Barbara Croxford	MA	The University of Great Falls, Great Falls, MT.	School Psychology	K-12 School Psychologist	2 States	District wide School Psychologist, Central Peninsula
Homer, AK.	Maygen Jannetta	BA	Northern Michigan University, Marquette, MI.	Art and Design	K-6 Elementary Art K-6	=====	Art Teacher, Homer High School
Kenai, AK	Sara Boersma	BA	University of Wyoming, Laramie, WY	Elementary Education	K-6 Elementary	=====	Grade 2/3 at Kaleidoscope
Russelville, AR.	Sandra Davis	BS	Arkansas Tech University, Russellville, AR. Harding University, Searcy, AR	Business Administration, Non-Traditional Licensure Program	PK-4 Early Childhood Education, 4-8 Middle School	4 States	Intermediate Grades, K-Beach Elementary
Kenai, AK.	Justin T. Carr	BA	Northwest Nazarene College, Nampa, ID.	Social Science Education	6-12 Social Sciences, 6-12 English	8 States	Temporary, Language Arts, Kenai Central High
Orem, UT.	David Patat	BA	Brigham Young University, Provo, UT	Physical & Math Sciences	6-12 Physical Science	=====	Science, Kenai Central High

<u>RESIDENCE</u>	<u>NAME</u>	<u>DEGREE</u>	<u>INSTITUTION</u>	<u>MAJOR</u>	<u>ATC</u>	<u>EXP</u>	<u>ASSIGN</u>
Soldotna, AK.	Steven D. Schoessler	BA	Alsaka Pacific University, Anchorage, AK.	Elementary Education	K-8 Elementary	=====	.50 FTE Permanent Voc Ed Teacher/Temporary .50 FTE Work Coop Coordinator, Kenai Central High
Hickory Hills, IL.	Debra Page-O'Connell	BS	Northern Illinois University, Decalb, IL.	Elementary	K-9 Elementary 5-8 Social Studies	13 States	Quest, Gifted/ Talented Program, Mt. View/ Kenai Middle
Kenai, AK.	Sarah J. Lazare	BA	St. Norbert College, DePere, WI/Bond University, Queensland, Australia	Communication, Elementary Ed	1-8 Elementary, 6-9 Social Sciences	=====	Temporary Title I Teacher, Mt. View Elementary
Soldotna, AK.	Elizabeth Ross	MEd.	Milligan College, Milligan College, TN.	Education	1-8 Elementary, K-12 Music		.50 FTE Elementary Music, Mt. View Elementary
Everson, PA.	Kenneth DiMarzio	BS	Millersville University, Millersville, PA.	Technology Ed	K-12 Technology Ed	1 States	Vocational Ed, Nikiski Middle/High
Anchorage, AK	Pavla Tyson	MAT	Alaska Pacific University, Anchorage, AK/	MAT K-8 Education	K-8 Elementary	===	Temporary Generalist, Nikolaevsk School
Homer, AK.	Dina Marion	BA	St. Martin's College, Lacey, WA	Elementary Education	Elementary	=====	Temporary Title I, Paul Banks Elementary

<u>RESIDENCE</u>	<u>NAME</u>	<u>DEGREE</u>	<u>INSTITUTION</u>	<u>MAJOR</u>	<u>ATC</u>	<u>EXP</u>	<u>ASSIGN</u>
Whittier, AK.	Shonia Werner	BS	University of Alaska, Anchorage, AK	Natural Sciences	K-8 Elementary, 7-8 Natural Science	=====	.50 FTE Grade 6, Redoubt Elementary
Mandeville, LA.	Joanne Frey	MEd	University of New Orleans, New Orleans, LA.	Special Ed	Special Ed, Cognitively Impaired 1-12 Social Studies	18 States	Special Ed/Intensive Needs, Seward Elementary
Seward, AK.	Kathy Sandoval	MA	University of Utah, Salt Lake City, UT	Adaptive PE	K-12 P.E. Special Ed K-12 Special Ed, Cognitively Impaired	1 States 1 AK 3 KPBS D	Behavior Teacher, Seward Elementary
Seward, AK.	Carlyn Nichols	MA	University of Alaska, Juneau, AK.	Education	7-12 Biology 7-12 Environmental Science	=====	Science/Math, Seward High School
Maryville, TN.	Robin Castleman	MEd.	University of Tennessee, Knoxville, TN.	Special Ed.	K-12 Special Ed	18 States	Special Ed/Intensive Needs, Skyview
Kenai, AK.	Megan Jones	BA	University of N. Colorado, Greeley, CO.	Secondary Ed	Secondary English	2 KPBSD 1 States	.50 FTE Language Arts, Skyview High School
Soldota, AK.	Catherine Kibling	BS	University of Arkansas, Fayetteville, AR.	Special Ed	Special Ed, K-12 Special Ed MH	7 KPBSD 4 States	Special Ed, Intensive Needs, Soldotna High School

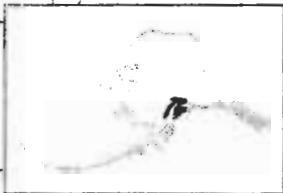
<u>RESIDENCE</u>	<u>NAME</u>	<u>DEGREE</u>	<u>INSTITUTION</u>	<u>MAJOR</u>	<u>ATC</u>	<u>EXP</u>	<u>ASSIGN</u>
Anchorage, AK	Stephanie Jez	BMEd	University of Alaska, Fairbanks, Alaska	Music	K-12 Music	=====	Temporary Music K-12 Seward Elementary, Middle and High Schools
Cedar Park, TX.	Elisabeth Feeley	BS	Stephen F. Austin State University, Nacogdoches, TX.	Special Ed.	EC-12 Special Ed EC-4 Early Childhood Ed	=====	Resource Teacher, Soldotna Elementary
Homer, AK.	Cindy Robertson	BA	College of St Catherine, St. Paul, MN./Hamline University, St. Paul, MN.	Communication/Business Administration, Elementary Education	K-6 Elementary	=====	Elementary/Secondary Generalist, Voznesenk a School
Homer, AK.	Robyn Walls	MEd	Framingham, MA.	International Education	K-8 Elementary	2 AK, 2 overseas	Temporary Title I Teacher, West Homer Elementary
Homer, AK.	Karen Weston	MAT	St. Martins University. Lacey, WA.	Education	K-8 Elementary 4-12 Anthropology	2 States	Facilitator-Quest Gifted/Talented Program, West Homer Elementary

September 11, 2006

TO: Board of Education
FROM: Tim Peterson, Director, Human Resources
THROUGH: Glen Szymoniak, Assistant Superintendent
SUBJECT: Approval of Tentative Non-tenured Teacher Assignments, - Item 11

It is recommended that employment for the following non-tenured teachers be approved for the 2006-07 school year. The following lists tentative assignments for the non-tenured teachers:

<u>Location</u>	<u>Employee</u>	<u>Assignment</u>	<u>Certification</u>
Fireweed Academy	Karen (Kim) Fine	Elementary Grades 3-6	Elementary
Kenai Middle	Holly Boyle	8 th Grade Reading	8-12 Speech 8-12 Theatre Arts K-12 PE
Redoubt Elementary	Lori L. Young	Temporary Teacher-Kindergarten	K-8 Elementary Psychology
Sears Elementary	Catherine Bethune	Title I Teacher	7-12 Art K-8 Reading K-8 Elementary
Sears Elementary	Sheri Legg	.50 FTE Librarian/Media Specialist	K-8 Elementary
Tebughna School	Patricia Truesdell	.50 FTE Special Ed/Resource and Temporary .50 FTE Teacher/Intervention	K-8 Elementary History




KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street
Phone (907) 714-8888

Soldotna, Alaska 99669
Fax (907) 262-9645

September 11, 2006

TO: Board of Education

FROM: Tim Peterson, Director, Human Resources 

THROUGH: Glen Szymoniak, Assistant Superintendent

SUBJECT: Approval of Request for Leave of Absence-Certified Item

It is recommended the following request for unpaid leave of absence be approved:

Shonia Werner	.50 FTE 6 th Grade Teacher	Redoubt Elementary effective September 5, 2006 through November 1, 2006
---------------	---	---


September 5, 2006

Board of Education Member
KPBSD

Dear Board Members,

I was recently hired as a half time 6th grade teacher at Redoubt Elementary. I am also expecting a baby with a due date of September 4. It is my understanding that I am not eligible for the FMLA since I have been employed less than one year with KPBSD. It is also my understanding that I may only have 2 weeks of unpaid leave available to me. I am writing to request 6-8 weeks of unpaid leave after the birth of my child. At that time, I believe that I will be physically and mentally ready to return to the classroom and be at my best for the students.

Thank you for your time as you consider my request for 6-8 weeks unpaid maternity leave effective upon the birth of my baby.

Sincerely,

Shonia Werner



5 Sept 06



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street
Phone (907) 714-8888

Soldotna, Alaska 99669
Fax (907) 262-9645

DATE: September 11, 2006
TO: Board of Education
FROM: Tim Peterson, Director, Human Resources 
THROUGH: Glen Szymoniak, Assistant Superintendent
SUBJECT: Approval of Leave of Absence Request/Support- Item-

It is recommended that the following request for unpaid leave of absence be approved effective the 2006-07 school year:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Dennis J. Reger	Special Ed Aide	Soldotna Middle School, effective October 1, 2006 for the remainder of the 2006-07 school year

Dennis Reger
292 Adamson Circle
Soldotna, AK 99669
907-262-2919

Tim Peterson
Human Resources Director
Kenai Peninsula Borough School District

August, 21 2006

Dear Mr. Peterson

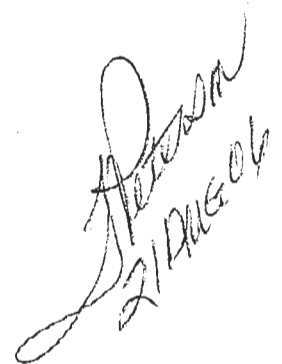
After long consideration, I am respectfully requesting to apply for a one year unpaid leave of absence starting on October 1st, 2006 for personal reasons. I am aware that I need to inform you on my intent to return to the district by Feb. 1st of 2007 and would like to request my position back at Soldotna Middle for the 2007-2008 school year.

Thank you for your time and your support.

Sincerely,


Dennis J. Reger




21 AUG 06



Call for Resolutions

To: Board President
Cc: Superintendent, Superintendent/Board Secretary

From: Beth Betts, Resolutions Committee Chairwoman
Date: Aug. 2, 2006
Re: Call for Resolutions (Due Oct. 3, 2006)
(This memo and attachment was snail mailed August 1st).

This is a reminder that it's time to place AASB Core Resolutions on your next meeting agenda.

AASB is inviting local school boards to submit resolutions for consideration at the annual AASB conference in Anchorage, November 9-12, 2006, at the Hotel Captain Cook.

Attached to this memo is the Association of Alaska School Boards' Belief Statements and Core Resolutions, including recommendations by the Board of Directors. Please review them with your board. If your board has a concern that is not addressed by current resolutions, please submit a resolution to reflect that concern. Under AASB policy, proposed and/or amended resolutions must be sent to AASB 40 days prior to the annual business meeting held during the conference. Therefore, the deadline to submit your proposed resolutions is Oct. 3, 2006. REMEMBER! Proposed resolutions must be passed by official board action at a regular board meeting.

As a statewide organization, AASB encourages your active participation in the resolution process, which gives AASB direction, especially for the upcoming legislative session. For clarity of communication, the resolution format is in prose, with the board's position in the first sentence, followed by rationale. No more "whereas" and "be it resolved." The audiences we are trying to reach (the public, the policymakers and our membership) have found this format to be more straightforward and readable.

Address your district's proposed resolutions and/or amendments to:

Resolutions Committee
Association of Alaska School Boards
1111 W. 9th St., Juneau, AK. 99801

All resolutions received will be compiled and a complete set of core resolutions, along with submissions from districts, will be sent back to all school boards for review 30 days before the AASB annual business meeting. If you have any questions regarding the resolutions process, contact John Greely at AASB at 586-1083 or email: jgreely@asab.org

2006 Resolution Process Timeline:

- Aug. 1 Call for Resolutions mailed with ASSB Board recommendations to districts.
- Oct. 3 Individual district-submitted resolutions and/or amendments due in AASB office.
- Oct. 12 Mail to districts AASB core resolutions and all district-submitted resolutions.
- Nov. 9 Resolutions Committee meets to make recommendations to Delegate Assembly.
- Nov. 12 Delegate Assembly votes on recommendations of the Resolutions Committee.
- Nov. 13 Board of Directors will prioritize resolutions for the legislature.

Resolution Bylaws, Article X Section 2

Policy No. 208

“The Committee created to consider Resolutions shall be comprised of the President, or his/her designate, of each member board. The Chairman of the Committee shall be the President-Elect of the Association and shall convene the Resolutions Committee prior to the annual business meeting. It shall study all proposals received and shall prepare a report of its recommendations. Such report shall be distributed to the voting members no later than 24 hours in advance of the business session designated for voting on resolutions.

“The Chairman of the committee shall direct the voting on resolutions properly before the committee. Weighted voting as described in Article III, Section 2A of the Constitution and Bylaws shall be employed in the voting that occurs in the Resolutions Committee.”



2006

**Core
Resolutions**

WITH RECOMMENDATIONS BY THE BOARD OF DIRECTORS
FOR CONSIDERATION BY AASB MEMBER DISTRICTS

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BELIEF STATEMENTS BY SUBJECT AREA

GOVERNANCE PAGE 4

- B.1 Local Control
- B.2 Binding Arbitration
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AASB Mission Statement

The mission of AASB is to advocate for children and youth by assisting school boards in providing quality public education, focused on student achievement, through effective local governance.

Recommendation: Continue all belief statements; Amend B.15
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Belief Statements

Belief Statements are brief philosophical statements about issues the AASB membership believes to be true. They are distinguished from Resolutions in that they are longstanding, universally accepted statements that require no specific action yet underpin the beliefs of the association.

GOVERNANCE

B.1 LOCAL CONTROL

Public education is the responsibility of the states and of the local school boards created there under. This system of local school board governance is one of the purest examples of democracy in action today, in that, school boards are held accountable for public education by the public they serve as locally elected representatives. The mission of the Association of Alaska School Boards is to advocate for children and youth by assisting school boards in providing students with quality public education, focused on student achievement through effective local governance. *Amended 2003*

B.2 BINDING ARBITRATION

Binding arbitration removes decision making from locally elected school boards and puts it in the hands of an outside entity, and allows a third party to determine the salaries, benefits and working conditions of school district employees who bargain collectively. It is the elected school board's responsibility to weigh the consequences of decisions concerning management of school resources. The Association of Alaska School Boards opposes any legislation that provides for binding arbitration as the final step in collective bargaining.

B.3 ADVISORY BOARD TRAINING

State law requires the establishment of advisory school boards in REAA's and allows them in city and borough school districts. School boards have delegated authority and responsibility to those advisory school boards, and are encouraged to provide in-service opportunities and training to local advisory boards to help them become effective contributors to excellence in education in their communities.

B.4 SCHOOL BOARD MEMBER TRAINING

School board members are elected by their local school district citizens based on minimum statewide requirements of eligibility to vote and residency. They are responsible to the public for policy issues and budgets of millions of dollars and are coming under increasing public scrutiny. The Association of Alaska School Boards strongly encourages all school board members to avail themselves of training opportunities to increase their understanding of the issues confronting their district, to improve their ability to make the decisions required of them and to demonstrate their accountability to the public.

B.5 CLASS SIZE

AASB opposes any *mandating* of class size or making class size a negotiable item of bargaining. The Alaska Supreme Court has held that class size is not a mandatory subject of collective bargaining. While school boards recognize the advantage of small class size, they must be able to use discretion when weighing the costs of reduced class sizes with other financial obligations and educational needs of a district. Making class size a mandatory subject of collective bargaining might make class size subject to grievance binding arbitration or otherwise diminish board control over staffing levels.

FUNDING

B.6 EDUCATIONAL PROGRAMS AND FUNDING AS TOP PRIORITY

Article VII, Sec. 1 of the Alaska State Constitution states that the Legislature shall establish and maintain a system of public schools open to all school age children. Public education is fundamental to democracy and economic advancement of the state. As such, it is the largest entitlement program. AASB calls upon the Governor and the Alaska Legislature to make equitable and adequate education of our youth a top funding priority. *Amended 03, 05*

B.7 UNFUNDED MANDATES

Schools have been inundated with statutes, regulations and court decisions that require additional services without accompanying appropriations. With inflation eroding purchasing power and increased expectations for services, schools are forced to respond with decreased resources. AASB encourages all policy makers to take responsibility for their mandates by fully funding or removing them. *Amended 1999*

B.8 MEETING SCHOOL FACILITY NEEDS FOR ALASKA STUDENTS

AASB believes that the Alaska State Legislature and the Governor must resolve the continuing need for additional school space and major school maintenance. *Amended 1998, 02*

CHILD ADVOCACY

Preamble

As community leaders committed to education and the equal opportunity for each resident to achieve his/her potential, we act on behalf of all children for the good of the community; and we act on behalf of each child. We accept our responsibility and its challenge of finding viable and relevant solutions to the myriad of problems facing children today. Realizing that it takes a whole community to educate a child, we invite the legislature, agencies, organizations, businesses, communities, congregations, extended families, parents and guardians to willfully commit to the development of each child. Together we will identify and clearly articulate the needs of our children, and together we will implement effective solutions and achieve measurable results. Together, we will share in the rewards that an emotionally healthy, educated, and vital citizenry will contribute to the future of Alaska. To fulfill our role in the shared responsibility of educating children, we are resolved to pursue the following resolutions. *Amended 2002*

B.9 CHILD ADVOCACY MISSION STATEMENT

The advocacy role of school board members is to promote parental, public and social service commitment to the shared responsibility of educating all children and youth in public education. *Amended 1998*

B.10 LANGUAGE, CULTURAL, AND ETHNIC DIVERSITY

Alaska is a vast state and is populated by persons of diverse cultural, ethnic, and linguistic backgrounds. Our schools must provide an environment that respects the ethnic, linguistic and cultural diversity of the student populations. Furthermore, AASB believes that schools must make every effort to support programs that encourage learning and valuing diverse cultures, and in doing so, encourages tolerance and pride without isolating or alienating a particular group. *Amended 1998*

B.11 INCREASE IN FAMILY AND PARENTAL INVOLVEMENT IN SCHOOLS & EDUCATIONAL PROGRAMS

AASB believes, and research supports the belief, the single most important factor in student achievement is parental, family and guardian involvement in the educational process, both at home and in the schools. AASB strongly feels family involvement in the education of children is of highest priority. Research has shown that family involvement at home, in schools and educational programs enhances student success. *Amended 2003*

B.12 SUPPORTING SOBRIETY

AASB encourages our students and parents to help in overcoming our communities' affliction with alcohol and drugs. AASB has long supported schools and communities that are alcohol and drug free through various efforts that: encourage the formation of sobriety groups in every Alaska community; encourage the practice of healthy lifestyles, values and activities; support existing groups working to promote sobriety; encourage and support sober role models.

B.13 PREVENTION/EARLY INTERVENTION

AASB believes in the prevention aspects of health and social service programs. Prevention is cost effective as costly problems—in dollars and in human suffering—can many times be averted by prevention strategies. Many of the social and health problems we are experiencing now will only continue to grow if effective prevention/intervention programs are not in place. AASB supports early identification of and intervention for children at risk and, inclusion of parents and guardians in prevention and intervention services. *Amended 2002*

B.14 PROHIBITING PERSONS CONVICTED OF SEXUAL ABUSE FROM SERVING ON SCHOOL BOARDS

AASB believes that persons convicted of sexual abuse should be legally prohibited from serving on a school board while required to maintain registration as a sex offender under AS 12.63.010.020. School board members should serve as role models for students and staff. *Amended 1998*

B.15 DECLARING CHILDREN THE TOP PRIORITY OF ALASKA

AASB believes ~~the Alaska Legislature and the Governor should declare~~ children are the top priority of the state. This declaration extends to the safety, health, education and future of our children. *Adopted 2005*

Recommendation: Amend

Discussion: Change would better focus belief statement. Resolve 3.1 requests Governor and Legislature to make declaration.

PERSONNEL

B.16 ALASKA NATIVE TEACHER HIRE & RETENTION

Studies have shown that Native teachers have had a very positive effect on Native students. The hiring and retention of qualified Alaska Native teachers has long been supported by educational and Native organizations. AASB strongly urges school districts to recruit qualified Native teachers. The University of Alaska is encouraged to more actively recruit Native students. Local school districts, with the help of the

Alaska Department of Education and Early Development, are encouraged to provide leadership in developing programs to encourage Native students to choose education as a field of study, and to make every effort to foster the hiring and retention of Native teacher aides and teachers.

EDUCATION PROGRAMS

B.17 EARLY CHILDHOOD EDUCATION

All children should have opportunities to learn during the formative early childhood years. Many of Alaska's young children are placed at risk for future school failure because they do not have access to rich learning opportunities for a variety of reasons. The Association of Alaska School Boards therefore supports and encourages districts to develop early childhood programs, which target at risk children and include a parent and family involvement component. *Amended 1998*

B.18 EDUCATIONAL IMPROVEMENT

AASB believes the elements of a quality educational improvement effort should address the following five key areas:

- Parental Involvement: Should encourage a high degree of parental involvement in all aspects of their child's education; collaboration on societal issues outside schools that impact children's learning (schools and various agencies must collaboratively plan to provide services to children to effectively meet their needs); and accountability to the public to assure desired results – a "world class" education.
- *Community engagement: Should involve many different sectors of the community in the schools to broaden the experience afforded students and promote the shared responsibility of adults in our communities in supporting Alaska's youth to achieve academic success, engage in positive, thriving behaviors and reduce unhealthy behaviors.
- Student Standards: Should include the development of educational programs to meet high standards and identified competencies (they should be delivered by a variety of means that meet the diverse needs of students and prepare them to be contributing and productive citizens in a rapidly changing world).
- Professional Standards: Should include the highest standards of professionalism by school employees throughout the district.
- Accreditation Standards: Adequate and appropriate space, furnishings, equipment and technology; adequate and equitable funding that will allow for the most effective planning and use of each educational dollar; and an early childhood education program. *Amended 1998*

AASB CORE RESOLUTIONS

SUBJECT AREA: GOVERNANCE

Recommendation: Continue all resolutions except 1.7

1.1 PLEDGE OF ALLEGIANCE

The Association of Alaska School Boards encourages each school board to incorporate the Pledge of Allegiance to our nation's flag in a manner that it sees fit as a regular part of each district's daily activities. AASB further urges that every effort be made to inform students of the true meaning of this pledge to deepen their interest and understanding of citizenship and civic responsibility in a democratic society.

Rationale. Public education is the cornerstone of our democracy. School board service, at its core, is one of the most purely democratic institutions in America today.

The Pledge of Allegiance is an important civics lesson, recited every day across the nation by school children. (*Adopted 2002, Sunset: Nov. 2007*)

1.2 OPPOSING MANDATED SCHOOL CONSOLIDATION

AASB is opposed to *mandated* school consolidation because it will greatly reduce local control for a significant number of school districts in Alaska.

Rationale. In 2004 the Alaska Local Boundary Commission (LBC) and Department of Education & Early Development (EED) completed a report, which suggests only marginal savings by consolidation of school districts. AASB continues to seek and engage in cooperative and shared service opportunities, thereby creating a significant savings of state tax dollars for all involved.

The concept of cooperation and shared services, as an alternative to mandated consolidation, ensures local autonomy and decision making are preserved. AS.14.14.115 provides a grant program that encourages the sharing of services to recognize cost economies. Some communities and school districts have considered it viable to consolidate, and have done so through their own volition as a local decision. Others currently participate in shared administrative services, including purchasing and other business functions, and should be applauded and encouraged in their efforts to achieve efficiencies.

No evidence has been provided to support the proposition that significant savings or improved student learning would result from the indiscriminate combining of school districts. Studies on school consolidation imply an imperceptible savings. Public perception may be different. School boards are encouraged to involve the public more thoroughly in efforts to explain their budget and to seek input throughout the budgeting process. *Amended 1999,03 (Sunset: Nov. 2008)*

1.3 OPPOSITION TO MANDATED BOROUGH FORMATION

AASB continues to oppose *mandatory* formation of boroughs. A mandatory borough act reduces the current level of local responsibility and control by encouraging the elimination of small REAA districts and small city districts, and would also reduce the level of local control of education, as it exists today.

Rationale. Local communities may differ in their values and the priorities associated with the delivery of educational services.

A mandatory borough act ignores the economic reality of the lack of an adequate tax base in some rural areas of the State. If the state wishes to require local communities to contribute financially, the legislature already has the statutory authority to implement a tax in the unorganized borough. Creating an additional level of local government may not produce the desired effect. *Amended 2001, 03 (Sunset: Nov. 2008)*

1.4 MAINTAINING LOCAL CONTROL IN CHARTER SCHOOL FORMATION

AASB recognizes charter schools as a locally developed alternative to the standard education program. AASB supports charter schools as long as the local school board:

- .(a) retains the sole authority to approve the charter;
- .(b) retains options to terminate the charter of any school that fails to meet criteria set forth in the charter or as otherwise specified by the local school board;
- .(c) maintains authority to require and enforce accountability, including determining the criteria, standards or outcomes that will be used in establishing the charter;
- .(d) ensures that a charter does not foster racial, social, religious or economic segregation or segregation of children with disabilities.

Rationale. Section 14.12.020 in Title 14 of the Alaska Education Laws states that a school district shall be operated under the management and control of a school board. SB 88, Formation of Charter Schools, became law in 1995. It gave local school boards the ability to approve or deny charter school applications, and not be overturned by another group, and gave local boards the ability to add other requirements for charter schools, including Principal/Head Teacher Certification. *Amended 1998, 99, 03 (Sunset: Nov. 2008)*

1.5 SCHOOL VOUCHERS

The Association of Alaska School Boards is opposed to using public tax dollars to finance private, parochial, or home school vouchers.

Rationale. Public schools educate every child, regardless of race, ability, religion, economic circumstance or special needs. Public schools, through their elected school boards, are directly accountable to the citizens of the community for the expenditure of public funds. Taxpayer-funded vouchers for private, parochial, or home school tuition and fees drain scarce resources from public classrooms and diminish revenues available for public schools. Vouchers may raise local taxes if state appropriation is insufficient.

The U.S. Supreme Court ruled in June 2002 that a voucher program in Ohio did not violate the U.S. Constitution. Referenda in other states have turned down vouchers. The Alaska Supreme Court has held that the following provision of the Alaska Constitution, a restriction independent of the U.S. Constitution, bars disbursement of public funds for the purchase of private or parochial education:

Alaska Constitution, Section 1. Public Education. The legislature shall by general law establish and maintain a system of public schools open to all children of the State, and may provide for other public educational institutions. Schools and institutions so established shall be free from sectarian control. *No money shall be paid from public funds for the direct benefit of any religious or other private educational institution.*

In addition, voucher funding tied to students could not fully ensure students or taxpayers the benefits of accountability measures, like state mandated content and student performance standards, and could not satisfy other state and federal mandates under which public schools are required to operate, without invading the religious and other constitutional freedoms of private and parochial schools. (Sunset: Nov. 2008)

1.6 CENTRALIZED TREASURY: DISTRIBUTION OF ALLOCATED FUNDS FOR SCHOOLS AND INTEREST EARNED

AASB urges the Legislature to provide that all designated funds directed to school districts, including interest earning related thereto, must go to school districts without penalty, and that all interest on school district funds must accrue to the school district.

Rationale. Educational funds appropriated by State and local governments are appropriated for the purpose of public education. The efforts of local school districts should be to provide sound planning for future educational needs. State funds allocated to school districts have been retained by certain municipalities under centralized treasuries. Some municipalities retain fund balances on school budget monies, and interest accrued on school funds are sometimes held by the municipalities. As it is unclear how interest on school funds are to be distributed, this action will make certain all moneys allocated and earned for schools are used to benefit children. Currently, with a municipal centralized treasury it is possible for school money to be used for things other than education. "Use it or lose it" is a disincentive to utilize educational funds in the most efficient and effective manner. *Adopted 1998. Amended 02, 04 (Sunset: Nov. 2008)*

(Current) 1.7 SCHOOL IMPROVEMENT AND STUDENT ACHIEVEMENT (NCLB)

AASB and local school districts will work closely with the Alaska Department of Education and Early Development to improve the State of Alaska "No Child Left Behind" Work plan approved by the US Department of Education, and to reconcile Alaska's accountability measures (including school designators and the high school graduation qualifying exam/benchmarks) with NCLB, the State's federally approved NCLB Work plan and coming changes under federal I.D.E.A. reauthorization. AASB also urges EED and the State Board of Education to work with AASB to advocate for amendments to NCLB to better match its requirements to its goals.

Rationale. Alaska's school designator system and other accountability measures adopted in the 1990s, as

well as the federal ESEA No Child Left Behind Act of 2001, which supercedes Alaska's accountability measures, have created a dual system of accountability. Both systems have created new expectations for raising school and student achievement, but also pose a risk of public confusion. AASB continues to seek flexibility to improve Alaska's NCLB Work plan, in particular meeting the "highly qualified" requirement for schools with one or two teachers. AASB also encourages flexibility in paraprofessional requirements. AASB supports recognition of achievement growth as a valid indicator of progress in student achievement that should be considered toward meeting adequate yearly progress *Adopted 2000, Amended 2001, 02, 03, 04 (Sunset: Nov. 2008)*

(Update) 1.7 SCHOOL IMPROVEMENT AND STUDENT ACHIEVEMENT (NCLB)

AASB believes that student achievement as measured by the federal No Child Left Behind Act can be improved by amending the law to replace arbitrary proficiency targets with ambitious achievement targets based on rates of success actually achieved by the most effective public schools. The federal law should be amended to allow states to measure progress by using students' growth in achievement, as well as their performance in relation to predetermined levels of academic proficiency. AASB also believes that NCLB can be strengthened if the state and federal governments work together to develop assessment systems that are aligned with state content and achievement standards and provide better, more timely information about student learning. Other changes to the law should be aimed at ensuring state and local capacity to effectively address school improvement and student achievement goals; that improvement plans are given sufficient time to take hold before applying sanctions; and that funding of Title I and other programs are raised to the levels required by these recommendations without reducing expenditures for other educational programs.

Rationale. In the five years since passage of NCLB, local school boards have gained substantial experience with its implementation, including the benefits of having rich data about the performance of specific schools and groups of children in their communities. In addition to these benefits, boards have concluded that NCLB places too much emphasis on one way of evaluating schools and students. Among our concerns is an over-emphasis of standardized testing; a narrowing of curriculum and instruction to focus on test preparation; the use of sanctions that do not help improve schools; the inappropriate exclusion of low-scoring children in order to boost test results; and inadequate funding.

Recommendation: Adopt updated resolution.

Discussion: New resolve enumerates the major NCLB issues identified by AASB and NSBA, as embodied in H.R. 5709, the *No Child Left Behind Improvement Act of 2006*. Congress is scheduled to debate NCLB reauthorization in 2007.

1.8 ACCOUNTABILITY FOR HOME-SCHOOLED STUDENTS OUTSIDE THE PUBLIC SCHOOL SYSTEM

AASB urges the Legislature to give State Department of Education and Early Development the authority and funding to register and track the achievement of all school-age children throughout the state who are not enrolled in public schools or private schools that perform assessment substantially equivalent to that performed by the state. Parents of such students should be required to provide information regarding instruction of and progress of their children, to provide accountability that essential skills are being taught and learned. Public school students are already tracked through benchmark exams and the HSGQE. AASB supports testing for all students to see that adequate, essential skills are being provided.

Rationale. The goal is to ensure every child receives a quality education. Children receiving an education outside the public school system at home are not required to register or be accountable throughout their education. The State of Alaska has no compulsory law requiring some form of educational plan be filed with the state. Whether by not enrolling or by leaving the school systems of the state, no "safety nets" for students are in place to assure that all students are receiving the benefit and right of an education. No independent or objective testing, including the high school qualifying exam, is required for these students.

Though home schooling can be very effective for some, public schools often receive students who have fallen behind due to failed home schooling or the lack of schooling. Entry of these students into public education puts the receiving districts in a position of providing substantial remedial assistance, while subjecting the students to the same testing and evaluation standards as other students. With the enactment of federal No Child Left Behind legislation and state designators, public schools will be unfairly held accountable for any inadequate preparation of entering students. With the High School Graduation Qualifying Exam, inadequately prepared students will pay the price of the state's failure to monitor the progress of home-schooled students. *Adopted 2000, Amended 2001, 03 (Sunset: Nov. 2008)*

1.9 COMPULSORY ATTENDANCE LAW

Current state law requires compulsory school attendance from age 7-16. AASB supports changing the mandatory age for school attendance to run from 6 to the earlier of 17 years old or high school graduation. AASB urges the Department of Education and Early Development and enforcement agencies to work with districts to support compulsory school attendance laws and provide adequate funding for mandatory enforcement efforts as a matter of child welfare and public safety. Enforcement of any compulsory attendance law is a challenge, but parents and students can and should be held accountable.

Rationale. State and local performance standards set high expectations in mathematics, reading and writing for children age 5 through 7. Furthermore, research indicates that earlier education is beneficial. In fact, most children in Alaska are enrolled by the age of 6.

Most 7-year-old kids are in first or second grade. With the renewed emphasis on reading, writing, and mathematics skills in the first few years, skills on which the child will be assessed, children starting school late are at a big disadvantage. With the enactment of federal No Child Left Behind legislation and state designators, the legislature will be accountable for paying the cost of remediation to overcome that disadvantage [NOTE: STATE IS RESPONSIBLE; SCHOOL DISTRICT IS HELD ACCOUNTABLE]. Importantly, reduction of the compulsory school age to 6 would not eliminate active home schooling as a viable alternative for parents.

Sixteen-year-olds are not ready to make the enormous decision to give up a high school education. Increasing the mandatory age to 17 helps ensure students who have not yet graduated from high school stay in school and have more opportunities to meet performance standards and pass the HSGQE. Mandatory attendance laws must be enforced, but not all school districts are able to afford a truancy officer and not all communities in Alaska have law enforcement or judicial agencies to address the issue. *Adopted 2001, Amended 2002, 03, 04, 05 (Sunset: Nov. 2006)*

SUBJECT AREA: FUNDING

Recommendation: Continue all resolutions
Amend 2.3 and 2.11

2.1 SUSTAINED, RELIABLE AND ADEQUATE EDUCATIONAL FUNDING FOR ALASKA'S STUDENTS THROUGH A NON-VOLATILE FUNDING SOURCE

The sustainability, reliability and adequacy of Alaska's funding for public education are of highest concern to the Association of Alaska School Boards. AASB urges the Legislature to develop a fiscal plan that provides a long-term approach to funding the costs of public education and other services upon which Alaska's students and their families depend.

Rationale. The State of Alaska provides a wide range of services to a diverse population spread over a logistically complex area. Providing these services historically cost more than the state has received in recurring revenue. A long-term plan that ensures reliability of funding for education and other state services that impact the delivery of education, regardless of variation in volatile resource markets, is

needed to provide a stable business climate and to ensure the citizens of necessary services. *Adopted 2002 Amended 2004 (Sunset: Nov. 2007)*

2.2 EXTRAORDINARY LOSS PROTECTION

The Legislature should enact a “safety net” for school districts to offset a loss of state formula funding due to extraordinary changes outside the control of the districts such as an extraordinary decline in enrollment, either district-wide or at an individual school that falls below a specified funding threshold after contracts are in place.

Rationale. Schools districts are exposed to extreme hardship from an unbudgeted loss of funds due to an unanticipated sharp decrease in enrollment. School districts are not forward funded and are not currently allowed to carry more than 10 percent of their budget forward.

Districts do not know how much state revenue they will actually receive until after the first of November, by which time their greatest cost – teacher salaries – are largely locked into place for the year. Districts are required under current laws to notify tenured teachers of their contractual status for the following school year by March 16 of the preceding school year.

The loss of funding communities can have large, unexpected negative effects on the budget of the district. In 2003 several school districts suffered funding shortfalls, which consequently caused multiple financial catastrophes and serious personnel issues. *Adopted 2003. Amended 2004. (Sunset Nov. 2008)*

(Amend) 2.3 EDUCATION FUNDING FORMULA ADEQUATE TO BRING ALL ALASKA STUDENTS TO PROFICIENCY OR BEYOND

The Association of Alaska School Boards urges the Legislature to provide sustainable funding adequate to allow all districts to bring their students to proficiency. Sustainable funding requires the immediate implementation of a revised area cost differential that more accurately reflects the higher cost of operating schools in Alaska. **Funding in the FY 07 foundation program should be considered the base for FY 08, and an additional increment should be provided to implement a revised area cost differential.** Any adjustment to the area cost differential should be accompanied by an increase to the base student allocation for all districts, to better assure adequate funding for all districts regardless of the cost differential adjustment. **AASB also believes that bilingual and vocational education programs should be funded based on need.**

Rationale. In Alaska, *accountability measures* under the Quality Schools Initiative have created continuous, increasing financial demands on school districts. The initiative mandates K-1 grade screening, standards-based assessments and the High School Graduation Qualifying Exam. It requires implementing and integrating state school and educator performance standards. It calls for a School Designator system requiring schools to show improvement over a period of time. All districts have been increasing the amount of resources directed to student testing and remediation. AASB urges the Alaska State Legislature to reconsider the funding level for “intensive needs” children receiving special education as block grant funding provides an inadequate level of support. Also, combined block grant funding for special education, vocational education, and bilingual education programs is inappropriate because it fails to account for real differences among the costs of services for each student category. Instead, AASB supports funding bilingual and vocation education programs separately based on need.

Since passage of SB 36 in 1998, the area cost differential has ~~not been adjusted by the state, despite two studies that produced rationale for changing the cost factors~~ **been adjusted only once.** This inaction threatens the integrity of the foundation formula program and the ability of many school districts to cope with higher operating and labor costs.

At the federal level, the reauthorization of ESEA “No Child Left Behind Act” 2001 has huge fiscal implications for Alaska schools. Already, Alaska districts are being required to provide additional supplemental services for students in Title 1 schools deemed failing, and to provide parents with the choice to send their children to another school at district expense. Also, Congress has stepped back from earlier pledges to fully fund the Individuals with Disabilities Education Act (IDEA). We urge the Alaska Legislature to support full federal funding of these two Acts.

These state and federal mandates should receive an adequate, ongoing, consistent source of funding. *Adopted 2002, 03 Amended 04, 05 (Sunset: Nov. 2007)*

Recommendation: Amend

Discussion: Changes reflect funding decisions made by 2006 Legislature revising the area cost differential and implementing LOGS. Bilingual and vocational education funding based on need is already in rationale; this change adds that language to the resolve.

2.4 FINANCIAL SUPPORT OF STATEWIDE STRATEGIES FOR ACADEMIC ACHIEVEMENT

The Association of Alaska School Boards urges the Alaska Legislature to provide the financial support necessary for public education, the Department of Education & Early Development, universities and other agencies to fully realize the potential of a standards-based educational system focused on increasing student achievement. To ensure a successful standards-based educational program that helps students meet and go beyond standards, the Association of Alaska School Boards supports the following strategies:

1. Time—Increased learning time through an expanded day or extended school year and/or remediation efforts like summer school to increase learning.
2. Alignment—Professional/technical assistance to align curriculum with standards, instruction and assessments.
3. Enhanced teacher preparation and professional development.
4. Teacher/administrator recruitment to attract highly qualified professionals to come and stay in Alaska.
5. Accommodation of special needs students.
6. Early entry opportunities.

Rationale. Over the years, many forums have identified a variety of statewide strategies to help meet student performance standards.

In addition, the No Child Left Behind Act of 2001 requires all students to meet high standards. Special Education students often require specific learning strategies, specialty trained educators and support staff, as well as additional time and resources. These strategies are critical to increase achievement, but also require increased funding. *Adopted 2000, Amended 01, 02, 03, 04 (Sunset: Nov. 2008)*

2.5 AASB ADVOCACY ON INDIVIDUALS WITH DISABILITIES IN EDUCATION ACT (IDEA)

Following passage of the Individuals with Disabilities Education Improvement Act of 2004, AASB will monitor and advocate the following:

1. Increased funding to fully fund the federal mandate.
2. Resolution of differential treatment and discipline for special education students.
3. Provision for adequate staffing/teacher preparation.
4. Establishment of post-secondary educational programs to train additional individuals as certified special education teachers and related services providers (i.e. school psychologists, physical therapists, and speech therapists).

5. Decrease in current high staff turnover.
6. Provision for teacher liability/legal protections for advocates
7. Placement of students and delivery of services.
8. Mediation between school districts and parents when disagreements develop over student placements.
9. Reduction of massive required paperwork.

Rationale. AASB joins with the National School Boards Association in urging Congress to fairly and fully fund this federal mandate. IDEA was enacted in 1975 when the federal government committed to pay 40% of the costs associated with educating children with disabilities. According to the National School Boards Association, federal funding accounts for approximately 16% of the necessary funding. The remainder comes directly from the regular instructional program of local school districts. Nationwide in FY 2006, the total under-funding of IDEA was estimated at \$12.4 billion.

Local school officials must be empowered to preserve a productive and safe learning environment free of undue disruption or violence. Consistent discipline requirements and procedures are the keys to a safe environment.

Issues such as discipline and excessive paperwork are having a negative impact on educators; as a result fewer certified personnel are willing to teach in special education programs.
Adopted 2000. Amended 2001, 02, 03, 04, 05 (Sunset: Nov. 2008)

2.6 FUNDING STANDARDS-BASED EARLY LEARNING PROGRAMS IN ALASKA

AASB supports legislation to add additional funding for early learning programs in Alaska and that legislation be introduced that includes early learning program planning and funding for Pre-school-12 facilities in Alaska.

Rationale. State and local performance standards set high expectations in mathematics, reading and writing for children age 5 through 7. Research indicates that earlier education is critical for many children to successfully reach those expectations. With the enactment of federal No Child Left Behind legislation and state designators, the legislature will be accountable for paying the cost of missing the opportunity to reach children at the age when the greatest gains in mental development are possible. Appropriately housed early learning programs should be an integral part of district curriculum. Inclusion of early learning in a school has an impact on facilities planning.

The state offers no funding for early-learning education. Many communities do not meet the qualifications for federal Head Start or early-learning funding and sources of present federal funding are uncertain. Most existing early-learning programs cannot afford certificated early-learning teachers. Amended 2001, 02, 04 (Sunset: Nov. 2008)

2.7 FUNDING FOR INTENSIVE NEEDS PRE-SCHOOL AND OTHER INTENSIVE NEEDS STUDENTS ENROLLING POST-COUNT DATE

AASB supports prorated funding for 3-year-old preschool students with intensive needs who turn three years old after the October count date, thereby becoming eligible to and enroll in public school after state funding has become fixed. Additionally, extra pro-rated funds must be provided for other intensive needs students enrolling after the count date. Because the cost to provide federally mandated services to a single intensive-needs child may be several times greater than a non-special needs child, districts cannot be expected simply to absorb the costs of services for such children who first enroll after the count date under a budget that provides no funding to satisfy this federal requirement.

Rationale. IDEA '97 requires that public schools enroll students with disabilities at age three. These

students typically require not only special education services but also extensive related services (speech therapy, occupational therapy, physical therapy). Preschool students with disabilities whose third birthday falls after the October count date incur costs to the district that are not typical of other students enrolling after the count date. The district is required to provide all services identified by the IEP team. Currently, districts receive no funding for these costly services for those intensive-needs children who turn three years old after the state's October count date. Other intensive-need students who move to a district after the October count date pose a similar financial challenge. A supplemental intensive needs count date, or other opportunity to receive funding for these students, is critical. Adopted 2003. Amended 04,05 (Sunset Nov.2008)

2.8 FOLLOWING THE CAPITAL IMPROVEMENT PROJECT PRIORITY LIST FOR NON-BONDED PROJECTS

AASB strongly advises the legislature to follow the priority list for non-bonded projects as presented by the Department of Education and Early Development with no adjustments, deletions, or additions that would not otherwise be of an emergency basis.

Rationale. The Capital Improvement Projects list goes through a very comprehensive prioritization process developed and implemented, based on need, by the Department of Education and Early Development. The legislature in recent times has not followed the priority list as presented. *Adopted 2000, Amended 2001, 04 (Sunset: Nov. 2008)*

2.9 LOCAL CONTRIBUTION IN THE SCHOOL FUNDING FORMULA

AASB supports retaining in the school funding formula the local option of establishing a local contribution based on 45 percent of basic need for borough and municipal school districts.

Rationale. The current education funding formula was developed with statewide support for all school age children. It allows for a minimum local contribution of the lesser of 4 mills or 45% of basic need. *Adopted 2001, Amended 2004 05 (Sunset: Nov. 2006)*

2.10 EDUCATION ENDOWMENT

AASB lends its full support to the concept of an educational endowment to secure stable and full funding for education to be used for public elementary and secondary education.

Rationale. The funding of public K-12 education in our state is an annual appropriation from the General Fund and is subject to the shifting funding priorities of administrations and legislatures, and the variable level of state revenues. Budgetary cycles have increasingly failed to provide a stable and secure funding source for Alaskan students. Inflation and fixed costs have eroded the value of the foundation formula by approximately one-third during the past decade.

Adequate funding of education is ranked as a high priority by Alaskans. A recent Curriculum Management Audit of Alaska's largest school district found "overall fiscal support for education in Alaska is tenuous," and that financial uncertainty deters long-range planning that is critical to significant educational improvement. An educational endowment will provide a proven, secure, and dedicated fiscal resource for future public education funding for our state, and allow long-range education planning with confidence in the availability of that resource. *Amended 1998, 99, 02 (Sunset: Nov. 2008)*

(Amend) 2.11 INSTRUCTIONAL TECHNOLOGY

AASB is encouraged by and grateful for the Legislature's commitment of \$5 million in the 2007 capital budget to support the AASB Consortium for Digital Learning. This appropriation will enable 19 school districts involving nearly 2,500 students and teachers to pilot the integrated use of laptop computers on a 24/7 basis. Future investments in the Consortium by the Legislature are essential to allow all students access to the expanded learning opportunities provided by digital learning inside and outside the school environment. Because of the global economy that our youth will experience, AASB urges the state and federal governments to ensure that all classrooms are provided affordable and equitable broadband access to the national information infrastructure. AASB urges the Legislature to

implement appropriations or matching grants for instructional technology that would address hardware and software purchases, communication, infrastructure and training needs of students and staff. We request the Legislature to join us in urging Congress to fully fund either the provisions of the Telecommunications Act of 1996 (E-rate program) or a robust educational technology substitute that protects the Universal Service Fund to help provide affordable telecommunications to rural areas.

Rationale. Alaskan students are growing up in ~~an Information Age that is rapidly becoming the Communication Age.~~ a digital age that is allowing access to all global markets. If our students are to thrive in this ever increasing global economy, K-12 schools must have the tools and trained staff to provide the appropriate education. Currently, ~~The global information highway and the skills to communicate over it, as well as access to the rich store of information on it, must be made available to students. Throughout the years many schools have seen most~~ **many** of their technology purchases become obsolete, outdated and inoperable. Teachers are unable to effectively ~~implement~~ **integrate** technology in the classrooms due to lack or inadequacy of equipment **and/or training**. Current school district budgets cannot provide adequate funds to meet existing or future instructional technology needs.

Equality in educational opportunity has always been a goal of the Association of Alaska School Boards. Future economic viability will not depend as much on physical presence, but rather the ability to import, transmit or convey ideas and information electronically. Today's globally competitive economy requires that all schools have access to modern technologies—Internet access, computers, distance learning—that can open new doors of educational opportunity for our school children.

Amended 1998, 99, 01, 04 (Sunset: Nov. 2008)

Recommendation: Amend

Discussion: Change updates resolve to reflect the new AASB Consortium for Digital Learning.

2.12 SCHOOL CONSTRUCTION DEBT RETIREMENT FOR BONDED INDEBTEDNESS

AASB calls upon the Legislature and the administration to fully honor all past commitments for bonded indebtedness reimbursement and to meet future school construction needs by extending and continuing to fully fund the school debt reimbursement program.

Rationale. Article 7, Sec. 1 of the Alaska State Constitution states that the Legislature shall establish and maintain a system of public schools open to all children. Under AS 14.11.100 the State of Alaska agreed to repay school districts at set percentage rates for school construction bonded indebtedness in past years. Extending that program into the future will help meet school construction needs in areas of the state that are able to bond.

Over the past years of high growth many regions of the State have bonded for school construction with the expectation that the State would honor its obligation. In the past these good faith agreements have sometimes not been fully honored, placing a heavy burden on local taxpayers. This aforementioned tax burden has created a hardship for taxpayers and resulted in a loss of local revenue for classroom education.

Voters who passed Proposition C in 2002 have a justified expectation that the general obligation bonds approved by their communities will continue to be partially reimbursed at the level promised by the state. That expectation could very well influence voter acceptance of a new series of school bond reimbursement issues headed to many local ballots in 2005 and 2006, under terms of HB 73 as passed by the 2005 Alaska Legislature. *Amended 1998, 01, 02, 03, 04 (Sunset: Nove.2008)*

2.13 REVENUE SHARING & THE COMMUNITY DIVIDEND

Municipalities play a large part in financing education and providing community services necessary to student learning. Steep reductions in Municipal Revenue Sharing & Assistance programs have had and

continue to have a serious impact on public schools. The Association of Alaska School Boards supports restored and increased funding for Municipal Revenue Sharing & Assistance, while recognizing that an increase in community support cannot substitute for necessary increases in direct education funding.

Rationale. State funding to municipalities has been decreasing annually. The loss of state aid to municipalities reduces the services they are able to provide, including funding of schools. These decreases are also forcing communities to raise taxes to offset state mandates. Support for this program is essential.

An alternative way to fund the Municipal Revenue Sharing & Assistance program is the concept of a Community Dividend—creating a mini permanent fund for Alaska municipalities which would distribute the interest earned in the form of a Municipal Dividend. This idea was forwarded by the Alaska Municipal League, and looks promising. *Adopted 1999, Amended 00, 01, 04 (Sunset: Nov. 2008)*

2.14 EMERGENCY STATE FUNDING FOR REAA FUEL STORAGE AND TRANSFER FACILITIES

AASB requests emergency state funding for upgrades of state-owned fuel storage and fuel transfer facilities in REAA school districts where there is an imminent environmental and safety hazard.

Rationale. State-owned fuel storage and fuel transfer facilities in school districts across Alaska are aging and, because of the harshness of the environment, are deteriorating rapidly. The potential for disastrous leakage and spillage is extremely high as that deterioration continues and escalates. Stringent regulations, both state and federal, mandate significant penalties for school districts suffering fuel spills from state-owned facilities. Replacement costs for aging systems are astronomical and far beyond the funding allocations prescribed by the state for schools. Emergency state funding is crucial to avoiding looming financial and environmental disasters, and in some districts, serious environmental health problems. *Adopted 2000 (Sunset: Nov. 2008)*

2.15 PUPIL TRANSPORTATION

AASB believes the State of Alaska should fully fund pupil transportation under the new per-student funding mechanism, modifying that mechanism to keep up with rapidly rising fuel and other operating costs, and provide funding for districts with increased transportation needs due to special circumstances and/or student growth. Getting students safely to and from school is a vital part of public education. AASB supports the revision of AS114.09.010 to remove the cap and provide adjustments to the transportation grant program reflective of transportation mandates and operating expenses.

Rationale. Providing access to public education via transportation is a major responsibility for schools. The new transportation funding mechanism, adopted in July 2003 caps the per-student allocation at the FY03 level with inflationary adjustments established at one-half the Anchorage CPI in FY05 and FY06. This adjustment is programmed to fall behind ordinary general inflation and is particularly inadequate in the face of rapidly rising fuel and other operating costs.

Pupil transportation is an important part of overall school funding. AASB requests that there be no short funding of this critical element. Districts need an adequate block of funds to provide safe access to schools and to ensure that districts are not forced to use instructional funding to meet the cost of transportation obligations. *Adopted 2000, Amended 2001, 02, 03 (Sunset: Nov. 2008)*

2.16 FUNDING FOR SCHOOL DISTRICT-OPERATED REGIONAL BOARDING HOME PROGRAMS

AASB supports providing adequate funding for locally controlled and operated, regional boarding high schools throughout the state.

Rationale. Passage of a boarding schools/charter school law in 1997 (ASL Ch. 113) allows for the creation of boarding schools specifically not funded by the state. AASB would like to see that changed to provide students with the option of attending a larger, regional boarding high school operated by a school district.

The State of Alaska currently provides paid tuition and paid room and board for village students desiring to attend Mt. Edgecumbe School if they have no access to a high school program at their grade level in their village community, but also without regard to local availability of high school programs. It also provides students within urban settings with the opportunity to attend the state run boarding school. The number of students requesting enrollment at Mt. Edgecumbe School exceeds the space available.

Many students in small village high schools now desire the educational and extra-curricular opportunities found at larger, centralized high school sites. The distance from Northern and Interior villages, to Mt. Edgecumbe, however, may deter some students from enrolling. Galena, Nenana and other districts now offer boarding school programs that provide an alternative to some areas of the state. *Amended 1997, 00, 01, 02, 03, 04, 05 (Sunset: Nov. 2008)*

2.17 FUNDING FOR TRANSIENT STUDENTS IN SCHOOLS

The Association of Alaska School Boards supports development of a funding mechanism for compensating schools for students entering after the October count date.

Rationale: Each year, students throughout Alaska enroll in boarding and other schools around the state. Often, students leave schools immediately following the October count. These students, generally return to their home districts. Other districts face large influx of military-dependent and resource development project students. The untimely arrival of students after the count date puts the receiving school districts at a financial disadvantage. Districts receiving students after the October count must bear the financial responsibility for educating these students without corresponding funds.
Adopted 2002. Amended 2003. (Sunset: Nov. 2007)

2.18 INSURANCE COSTS

AASB urges the Alaska State Legislature to take action, through increased funding or otherwise, to mitigate increases in insurance costs.

Rationale. Alaska Public Entity Insurance reports worker's comp insurance ~~up about 8 percent in the fiscal year starting July 1, 2005. Liability insurance rates are up about 1 percent, while property insurance rates have dropped 12 percent. APEI says the blended rate for these three premiums shows an increase of 2 percent.~~ up on average 5 percent during the fiscal year starting July 1, 2006. General liability insurance rates are down an average of 8 percent, while auto coverage (liability and property damage) is down 14 percent, and property insurance is down 1 percent. At the same time, health insurances have also increased by 30% to 250% per year over the last five years. Insurance costs are draining badly needed resources for the classrooms and will continue to do so unless steps are taken to mitigate these uncontrolled increases, which only add to the administrative overhead of all districts.
Adopted 2002. Amended 2003. (Sunset: Nov. 2007)

Discussion: This updates rationale with latest rates from APEI.

2.19 FINANCIAL EXIGENCY FOR REDUCTION IN FORCE

Every Alaska school board must and does use enrollment and revenue projections in the development of annual budgets. The Association of Alaska School Boards supports clarification of the law explicitly to allow the use of projections of enrollment and revenues as valid bases upon which to develop a plan for reduction in force under AS 14.20.177. The term "financial exigency" must be defined in statute to specifically allow the use of projections, and the March 16 non-retention provision should be eliminated to give districts the latitude to adequately plan a quality educational program that meets the needs of students.

Rationale. The Haines/Hoonah layoff lawsuit brought by NEA-Alaska in 2003 has far reaching implications for all school districts during an economic downturn. School districts, like corporate America, utilize revenue and other types of projections to determine staffing levels and program offerings. Districts

must be able to project to make decisions about staffing because they do not have “actuals.” The largest component of a district’s budgetary commitment is to personnel. Without the use of projections to determine operational costs, districts could be placed at financial risk.

This lawsuit seeks to disallow declining enrollment and declining revenue *projections* as a reason to lay off employees, which may be necessary to reorganize the district educational program. NEA-Alaska is making the case that reductions in enrollment or revenue must have already taken place in order to lay off staff.

Tenured staff must be notified of non-retention before March 16 and non-tenured staff on or before the last day of the school term. State law requires school districts to determine a budget for the following fiscal year by May. The level of statewide school district funding, however, is often not known until June after the governor considers the state operating budget passed by the Alaska State Legislature, and the level of funding a particular district will receive is not known finally until the October count date. If lay-off notices must go out in March or June of the preceding school year and lay-offs are allowed only after attendance has decreased, districts would be required to retain a teacher surplus a full year after enrollment has declined. *Adopted 2003. Amended 04, 05. (Sunset: Nov. 2008)*

2.20 INCREASED FORMULA FUNDING

AASB calls on state policy makers to appropriate funding adequate to meet the needs of Alaska’s youth, as mandated by state and federal law.

Rationale. Appropriating an adequate amount to fund education is a legislative responsibility. The primary responsibility for school boards is allocation of those funds. Unlike many school boards throughout the nation, Alaska school boards do not have fiscal autonomy.

School boards know from experience that “full funding” of the education funding formula by state policy-makers does not necessarily equate to “adequate” funding. Our success as a state in meeting the requirements of NCLB will require an investment in people, processes, and accountability measures. AASB is committed to do its part to ensure success, but also note that an increase in formula funding will remain inequitable unless the accuracy of the area cost differential is also addressed.

Our parents and communities are calling for decreased class size, additional support for at-risk students, adequate textbooks and teaching materials, and updated technology, all of which require additional funding. The state needs to provide funds to prevent declines in current educational services and to provide for strengthening into the future.

Adopted 2003, Amended 04, 05 (Sunset, Nov. 2008)

2.21 LEGISLATIVE FINANCIAL RELIEF FOR ONGOING TRS AND PERS EMPLOYER RATE INCREASES

The Association of Alaska School Boards supports seeking legislative financial relief to fully fund ongoing TRS and PERS mandated employer retirement rate increases. Those districts affected by the eroding floor should also be reimbursed for 100 percent of their PERS/TRS liability.

Rationale. Districts simply do not have the capacity to handle the massive unfunded liability of the state’s retirement programs facing districts in FY05, FY06, and beyond. Without supplemental funding to cover the unprecedented huge increases in retirement costs these increases will directly reduce the instructional effort districts can pay for and harm Alaska’s children. Last year’s passage of SB 141 does not resolve the current extraordinary budget requirements for PERS and TRS. *Amended 04, 05 (Sunset, Nov. 2008).*

2.22 MODIFICATION OF MINIMUM INSTRUCTIONAL EXPENDITURE REQUIREMENT

AASB requests modification of the Minimum Instructional Expenditure requirement, (AS 14.17.520), to reflect reasonable thresholds appropriate for districts of various sizes and cost levels.

Rationale. While AASB members place the highest priority on funding instruction, the requirement that all districts must spend at least 70% of the district budget on expenditures for teachers and for instruction is arbitrary and does not reflect state and federal mandates and other non-instructional expenses, and ignores the needs and wishes of the community.

For many remote school districts, the minimum instructional expenditure requirement is unrealistic and does not reflect the fiscal reality of sharply increasing energy and other operating costs faced by most school districts.

The State Board of Education & Early Development regularly grants waivers of the minimum instructional expenditures requirement to more than half of Alaska's school districts, recognizing the impacted districts had no fiscal capacity to comply with the law. The administrative burden of making annual waiver requests absorbs critical instructional dollars at the district level as well as needlessly using up statewide administrative resources for review. *Amended 04, 05 (Sunset, Nov. 2008)*

2.23 ENERGY COST RELIEF

AASB urges the Alaska State Legislature to take action, through increased or supplemental funding to K-12 schools and the University of Alaska, to mitigate the huge increase in energy costs.

Rationale. The State of Alaska has benefited from sustained, high yields of oil revenue, but for consumers of energy, higher prices have depleted funding for other needs. As one of the state's largest consumers of energy, public schools deserve the same consideration as municipalities, which have received financial assistance from the state to help defray increased fuel cost. *Adopted Nov. 2005*

SUBJECT AREA: CHILD ADVOCACY

Recommendation: Continue all resolutions
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3.1 DECLARING CHILDREN THE TOP PRIORITY OF ALASKA

AASB encourages the Alaska Legislature and the Governor to declare children the top priority of the state. This declaration extends to the safety, health, education and future of our children.

Rationale. A declaration of this kind by the state would lend support to prevention and protective services, for all education needs and for a long-range fiscal plan for state government services. *Adopted 2004*

3.2 PROMOTING DEVELOPMENTAL ASSETS IN ALASKA'S CHILDREN

AASB encourages each neighborhood, congregation, community, school district, and state agency to review the research in order to advocate, initiate and sustain programs that build assets in Alaska's children and teens.

Rationale. Research (*What Kids Need to Succeed—40 Developmental Assets* by Benson, Galbraith & Espeland); Developmental assets: A synthesis of the scientific research on adolescent development, Scales and Leffert, 1999) shows that effective schools, families, faith communities, and all adults in our communities can contribute to the positive development of youth. The difference between troubled teens and those leading healthy, productive, and positive lives, is strongly affected by the presence of what is labeled "developmental assets." These assets are cumulative, meaning that the more a young person has, the better. Forty of these assets were identified—20 exist in the teen's environment and 20 belong in the

head and heart of every child. These developmental assets serve as building blocks for human development in a young person's life and are developed through positive relationships with adults.

Research shows that the more assets teens have the less likely they are to use drugs and alcohol, the less likely they are to be sexually active, to be depressed or have suicidal thoughts, to fail in school, and to exhibit antisocial or violent behavior. The more assets teenagers have the more likely they are to succeed in school, to be involved in their community and to exhibit empathic and caring behaviors. Amended 1998, 02, 03 (Sunset: Nov. 2008)

3.3 FETAL ALCOHOL AND DRUG EXPOSED STUDENTS

AASB requests that the Alaska Legislature provide and improve effective programs and services aimed at the prevention, diagnosis and treatment of Fetal Alcohol Syndrome (FAS)/Fetal Alcohol Effect (FAE) children within our state, and to allocate adequate funding necessary to provide parent and guardian training, school staff training, and specialized educational services necessary to serve FAS/FAE children.

Rationale. Prevention is the best long-term approach. The public must be educated that the use of alcohol/drugs during pregnancy may severely affect and damage children. The child who has been prenatally exposed to drugs and/or alcohol is at risk for developmental, behavioral, psycho-social and learning problems. Alaska's public schools must provide educational services to all children regardless of handicap. Although Alaska has one of the highest incidence rates of children born with FAS, not all communities have the ability to diagnosis this disease. Not all the FAS, FAE or FADE (Fetal Alcohol Drug Exposed) students meet the criteria for Special Ed Programs. It is estimated that for every child born with FAS, 10 are born with FAE, and are difficult to identify.

FAS/FAE often require special instructional strategies and materials. The educational identification and service of Fetal Alcohol Syndrome/Fetal Alcohol Effect children is extremely expensive. Funding support for education of handicapped children is already barely sufficient to meet the needs of those children currently identified. Amended 1998, 00, 02, 03, 04 (Sunset: Nov. 2008)

3.4 PREVENTING ACCESS TO PORNOGRAPHY ON THE INTERNET

AASB supports efforts to prevent children's access to pornography on the Internet and encourages efforts to create a more positive, safe computing environment for children. AASB also supports self-regulation in the industry encouraging providers of pornography to post rating labels and "black-out" pages requiring adult verification before access is granted. AASB supports efforts to provide parents with the necessary information about the influence of the Internet in order to assist them in their decisions concerning internet access for their child.

Rationale. Pornography is highly prevalent on the Internet. The Internet allows access to material all over the world with very little regulation. Innocent searches for class or personal information can occasionally lead into pornography. With rating systems in place that would post a rating scale upon a search using an Internet search engine and voluntary "black-out" with adult verification, children's access to inappropriate material will be limited. Adopted 1997, 02 Amended 2004 (Sunset: Nov. 2008)

3.5 VIOLENCE IN ELECTRONIC MEDIA AND ENTERTAINMENT

AASB supports efforts encouraging and challenging the media and entertainment industry, including manufacturing, to develop more positive content for both children and adults that demonstrate nonviolent solutions to problems and respect for human life. AASB also supports self-regulation within the industry by asking them to post rating labels on all videos and video games rented or sold by video merchants or loaned by public libraries, and prohibiting children under age of 17 from renting R-or X-rated videos, M-rated video games or attending R-or X-rated movies without parental permission. AASB supports efforts to provide parents with the necessary information about the influence of media in order to assist them in their decisions concerning its influences upon their children.

Rationale. It is estimated that children who regularly watch television are exposed through news and entertainment programming to tens of thousands of violent assaults and deaths by the time they reach adulthood.

Analysis of multiple victim school shootings (Anchorage Daily News, June 21, 1998) indicates a commonality of these four factors: Obsession with violent pop culture, a child who felt inferior or picked on (probably suicidal), easy access to guns, and ample warning signs. Reducing the violence will not eliminate the threat, but will work in conjunction with efforts directed at addressing the other three factors. *Amended 1998, 99, 01, 03, 04, 05 (Sunset: Nov. 2008)*

3.6 INHALANT, ALCOHOL, TOBACCO, METHAMPHETAMINES & OTHER DRUG ABUSE

AASB calls upon the Legislature of the State of Alaska to acknowledge the seriousness of the inhalant, alcohol, tobacco, methamphetamines and other drug abuse problems, to accept its responsibility to provide leadership, and to provide the funding and support to assist local communities in their strength based efforts to combat inhalant, alcohol, tobacco, methamphetamines and other drug abuse, and to provide effective law enforcement to ensure laws pertaining to controlled substances are enforced. AASB also requests the State of Alaska make adequate funds available for community-based and residential efforts to address effective substance abuse treatment programs for children, young people and their families.

Rationale: Drug-related problems, including inhalant, alcohol, tobacco, methamphetamines and other drug abuse, are a major debilitating influence on the lives of the youth of Alaska. They have been proven to be the primary contributing factor in the alarming number of dropouts and youth suicides in the State of Alaska. Community-based prevention and intervention efforts are proving effective in combating drug-related problems. The treatment of children and young people is very different from the treatment of adults for inhalant, alcohol, tobacco, methamphetamines and other drug abuse. There is a need for adequate funds for effective substance abuse treatment programs, particularly for inhalant abuse. In addition, law enforcement and judicial agencies are under-staffed and under-funded, and are thus unable to address the illegal use of drugs and alcohol in many of Alaska's communities. *Amended 1998, 99, 01, 05 (Sunset: Nov. 2008)*

3.7 INTERAGENCY COOPERATION AMONG SERVICE PROVIDERS SERVING CHILDREN

AASB supports the development of a state policy on children and youth to ensure that the needs of the whole child are addressed in a comprehensive manner. This can be done by:

- urging the State of Alaska to develop protocols protecting each family's right to privacy but establishing criteria for need to know.
- partnerships between schools, mental health, and other services to ensure that children are able to come to school each day ready to learn, and enable agencies to develop a cooperative treatment plan that involves appropriate school personnel.
- incentives for interagency cooperation, including the removal of barriers that limit interagency collaboration and the flexibility to coordinate funds.

Rationale. Children who need to or are receiving services from social service agencies are already experiencing dislocation in their lives. This dislocation frequently makes it difficult for them to concentrate on their schoolwork. These students need to have educational skills to succeed in the world. Yet decisions are frequently made about the life of these children that do not take into account their educational needs.

When children are receiving services from multiple agencies, one agency will frequently have information that may be crucial to the service delivery of another agency and/or the child is receiving duplicating and sometime conflicting services from more than one agency. Addressing the needs of the whole child requires an improved delivery system, which is comprehensive, collaborative, child and family centered, and focused on prevention. *Amended 2001, 02, 05 (Sunset: Nov. 2008)*

3.8 SUICIDE PREVENTION

AASB requests the Legislature to provide funding for statewide suicide prevention efforts coordinated among the peer helper programs, mental health centers, and village based suicide prevention efforts.

Rationale. The Center for Disease Control and Prevention reports that suicide is the second leading cause of death among young people 15 -19 years of age, (following unintentional injuries). The rate of teenage suicide in Alaska is much greater than the national average.

Suicide is often precipitated by depression, substance abuse, and separation from a significant other. Coordinated efforts among all agencies will be better able to present programs, which address mental health, coping skills in response to stress, substance abuse, employment, and healthy relationships.

Currently, 57 Alaskan communities participate in the Community-Based Suicide Prevention Program which allows each community to determine and implement the kind of project it believes is most likely to reduce self-destructive behavior. *Amended 1998, 99, 02, 05 (Sunset: Nov. 2008)*

3.9 SAFE SCHOOLS/SAFE COMMUNITIES

AASB supports efforts to establish a positive school climate—by training children in peaceful conflict resolution and youth violence prevention—that reinforces nonviolent solutions to problems and respect for all students and staff. AASB supports efforts to provide a school environment that is free from weapons, harassment and intimidation, violence, drugs (including alcohol and tobacco), and other factors that threaten the safety of students and staff. AASB supports school districts and their communities in developing plans and strategies to implement “Safe Schools” plans in all schools.

Rationale. All children have a right to attend schools that are safe and free from violence. Recent reports and surveys document an alarming increase in the incidence of school violence in all types of communities, particularly student-on-student violence. As school board members we must share the responsibility by involving the resources of the community to work for solutions.

Designated School Safe Zones are just one example of programs and laws that work, and have been supported by schools. *Amended 1998, 99, 01, 02 (Sunset: Nov. 2008)*

3.10 SUPPORT OF STATE FUNDING FOR TEEN HEALTH CENTERS IN ALASKA

AASB recommends the Administration and the Legislature provide funding for school-based Teen Health Centers.

Rationale. Of the 45 states that have school-based health centers, Alaska is one of only 12 states that does not provide financial support for these activities.

The Juneau Teen Health Center, the only one in Alaska, is a collaborative effort of four local agencies, started in 1992. The Health Center, located in the Juneau-Douglas High School, has provided approximately 700 health care visits each year to students. 45% of the total visits have been for emotional health reasons. A majority of student health care visits are made solely because the Health Center is sited in the high school. *Amended 2002, 04 (Sunset: Nov. 2008)*

3.11 HIV/AIDS EDUCATION

AASB supports providing effective HIV/AIDS education programs for students and parents, and training for certified and classified school staff. AASB supports an effective education effort that focuses on reducing risk by emphasizing abstinence, healthy decision making and refusal skills. An effective way to do this is to bring together a broad consensus of the community in order to develop and implement the district’s HIV/AIDS curriculum.

Rationale. The dormancy of the HIV virus can be as long as 10 years and the statistics indicate that many young people are contracting the virus while in their teens. Health education should emphasize that advances in medical treatment that prolong and improve life with AIDS not lull teens into careless and risky behavior. *Amended 1998, 00, 01, 02 04 (Sunset: Nov. 2008)*

3.12 EDUCATION OF YOUTH FOR HEALTHY SEXUAL DECISION MAKING

AASB encourages responsible behaviors relating to human sexuality by supporting programs that promote abstinence, develop healthy decision-making skills, teach refusal skills and promote prevention of pregnancy and sexually transmitted diseases.

Rationale. The Youth Risk Behavior Study of 2003 indicates a substantial improvement in the behavior of youth in a statewide survey, with rates for smoking, consumption of alcohol and marijuana, and sexual intercourse. In 2003, about 40 percent of high school students reported having had sexual intercourse, compared to 47 percent in 1995. About 28 percent of students were currently sexually active, compared to 30 percent in 1995. Teen birth rates have also decreased, from a high of 72 births per 1,000 15-19-year-old girls in 1991 to 43 births per 1,000 in the same age group during 2001.

Research presented by the Search Institute and their "Building Assets in Youth" model has determined that a teen's belief "in the importance of abstaining from sexual activity and his/her willingness to postpone sexual activity" is significant to their personal and academic development.
Amended 1998, 01, 02 04 (Sunset: Nov. 2008)

3.13 IN SUPPORT OF THE ALASKA CHILDREN'S TRUST

AASB fully supports the work of the Alaska Children's Trust, and urges all member school boards to promote the Trust and its efforts to address the tragic consequences of abuse, neglect, violence, and crime experienced by too many of Alaska's children. AASB urges the Legislature to support and increase the Children's Trust Endowment.

Rationale. The Alaska Children's Trust was established by the Legislature in 1988 with the mandate to promote initiatives that strengthen families and serve dependent children. The goal of the Children's Trust is to promote and provide opportunities so that Alaska's children can grow to responsible and productive adulthood. The Children's Trust will fund local programs that meet the needs and challenges of Alaska's families and children with innovative, efficient and effective services.

Today, the Trust's \$9.2 million endowment offers the opportunity to create a true "permanent fund for prevention." *Amended 1997, 99, 01, 02, 03 (Sunset: Nov. 2008)*

3.14 INCREASED SUPPORT OF ALASKA HEAD START PROGRAMS

Alaska Head Start programs and services are a partnership between federal, state and community-level entities. The Association of Alaska School Boards supports and urges the Congress of the United States, the President, the Alaska Legislature, and the Governor to provide sufficient and consistent funding to make Head Start available to all eligible young Alaskans, regardless of the number of children in the program.

Rationale. Project Head Start has had a beneficial impact on the academic, physical, social, and emotional development of impoverished pre-school students and their families throughout Alaska and the United States since its inception in the 1960's. A significant component of *Goals 2000: Educate America* and *Alaska 2000* education initiatives is that all children will be properly prepared to start school.

Children at-risk who have benefited from a quality early childhood program spend 1.3 years less in some form of special education placement. They have been shown to score higher on such school readiness measures as verbal achievement, perceptual reasoning and social competence than other low-income children attending either another preschool or no preschool. Head Start has immediate positive effects on children's socio-emotional development, including self-esteem, achievement, motivation and social behavior. Parents involved in Head Start have been shown to participate more in activities, including transition, than non-Head Start parents.

Within Alaska, 17 Head Start grantee agencies serve children and their families in 101 communities. A large number of eligible Alaskan children (estimated to be nearly 76%) remain unserved, due to lack of sufficient

funding. The Head Start communities across Alaska contribute over \$4.2 million annually through in-kind support. *Amended 1998, 99, 00, 01, 02 (Sunset: Nov. 2008)*

3.15 SUPPORTING THE DRUG-FREE SCHOOLS AND COMMUNITIES ACT

AASB urges the U.S. Congress to continue funding for the Drug-Free Schools and Communities Act. The Association recommends that such valuable new initiatives as preventing violence in the schools be funded through separate appropriation.

Rationale. The Drug-Free Schools and Communities Act authorized federal appropriations to state and local education agencies to devise programming to provide drug use education, counseling, and abuse prevention services for America's young people. Programs funded through the Act are currently providing valuable services and will be needed for the foreseeable future.

Although violence in the schools is a significant problem, and developing programs to combat it is an appropriate federal responsibility, any diversion of resources from the Drug-Free Schools and Communities Act would cripple important drug education, counseling and abuse prevention programs that are only taking root and becoming effective. *Amended 1998, 00, 01, 02 04 (Sunset: Nov. 2008)*

3.16 REVISE PARENTAL PERMISSION REQUIREMENTS FOR QUESTIONNAIRES AND SURVEYS ADMINISTERED IN PUBLIC SCHOOLS

AASB supports modifying the requirements for parental or legal guardian permission for a student to participate in a questionnaire or survey administered in a public school by making it easier for school districts to obtain the necessary permission. As a result of the passage in 1999 of HB 70, schools are unable to obtain an adequate sample to provide reliable information.

Rationale. For state and federal grants, and to effectively target programs to increase student achievement, school districts need school-by-school data to accurately assess the need and success of current efforts. *Adopted 2001 (Sunset: Nov. 2006)*

3.17 STUDENT WELLNESS

Good physical and mental health of children is essential if they are to take full advantage of the educational services offered by their school. AASB urges students, parents, educators, community groups and state and local agencies to collaborate on collective ways to ensure all children are prepared to learn through healthy eating habits, physical activity and access to adequate housing and health care. Due to the federally mandated Child Nutrition Act, funding to school districts should be increased to support adequate school services and programs to address those mandates.

Rationale. School districts participating in federally subsidized nutrition programs will be required to establish a local school wellness policy by the beginning of the 2006-07 school year, under terms of the 2004 reauthorization of the Child Nutrition Act. The policy must include goals for nutrition education, physical activity and other school-based programs that are designed to promote wellness in a manner deemed appropriate by local districts. But AASB recognizes that child wellness is also determined by circumstances outside the school, from the availability of good nutrition and physical activity to the ability of each family to provide housing and health care for their members. Therefore, community-based collaboration is essential for long-term success. These additional requirements will incur costs to districts contrary to AASB Belief Statement B.7 Unfunded Mandate. *Adopted 2005*

3.18 PROMOTING EARLY CHILDHOOD BRAIN DEVELOPMENT

AASB encourages legislative recognition that brain development in 0-3 year-old children critically impacts educational success. Failure to promote brain development in the very early years is impossible to overcome completely and poses a huge and costly challenge for school districts. AASB supports efforts to inform parents and families about promoting healthy brain development in their very young children and to provide related resources that support early brain development efforts.

Rationale. Success in education is largely dependent on the degree of brain development achieved from birth to age 3. Age appropriate, culturally relevant and native language supported resources need to be

made available for families to stimulate proper brain development in order to increase children's learning potential. Various public and private agencies, including school districts, should encourage collaborative efforts to provide information and effective, research-based resources to parents and guardians of very young children. The benefits of wise investment in young children will be substantial, and the consequences of poor investments costly. *Adopted 2005*

SUBJECT AREA: PERSONNEL

Recommendation: Add new resolve 4.11

4.1 SUPPORT FOR STAFF DEVELOPMENT

AASB supports funded opportunities and sufficient resources for quality and relevant staff preparation and demonstrably effective continuing development in both urban and rural settings for those educating Alaska's public school students. This includes, but is not limited to:

- Pre-service: State training programs through postsecondary and other institutions (e.g. RANA–Rural Alaska Native Adult education program out of Alaska Pacific University and REPP–Rural Education Preparation Program out of University of Alaska Fairbanks)
- Expanding Department of Education & Early Development packaged training programs for all school districts to use in providing consistent mandated training to employees and in meeting the requirements of the new federal law, No Child Left Behind
- Quality in-service programs at the local district level
- Necessary training for paraprofessionals and special needs educators.

Rationale. Perhaps the greatest factor affecting the ability of the state's students to master Alaska's student performance standards is the quality of the teacher who delivers classroom instruction to the student. Compounding this critical concern is the shortage of qualified teachers administrators and paraprofessionals. Issues such as teacher, administrator and paraprofessional recruitment, distribution, preparation, and in-service continue to impact the supply and retention of qualified staff. While the state has recently increased efforts to attract teachers and staff from both conventional and non-traditional sources and to more effectively prepare teachers, the promise of these efforts has yet to reach most school districts. *Adopted 2002 Amended 04 (Sunset: Nov. 2007)*

4.2 NATIONAL CERTIFICATION OF TEACHERS

AASB supports efforts to establish a financial incentive mechanism for state support of teachers and districts wishing to participate in the National Board for Professional Teaching Standards (NBPTS) process. State support for this resolution should be outside the foundation formula.

Rationale. NBPTS is an organization of teachers, administrators, board members, and other education stakeholders working to advance the teaching profession and to improve student learning. The mission of the NBPTS is to establish high and rigorous standards for what accomplished teachers should know and be able to do. Linked to these standards will be a new generation of fair and trustworthy assessment processes that honor the complexities and demands of teaching. The NBPTS certification process is offered on a voluntary basis for teachers wishing to demonstrate exemplary performance around the five core propositions:

- . Teachers are committed to students and their learning.
- . Teachers know the subjects they teach, and how to teach those subjects to students.
- . Teachers are responsible for managing and monitoring students learning.
- . Teachers think systematically about their practice and learn from experience.
- . Teachers are members of learning communities. These standards are well aligned with the Alaska State Board of Education adopted teaching standards. *Amended 1998 (Sunset: Nov. 2008)*

4.3 TIERED LICENSURE

In June of 2005, the state Board of Education and Early Development passed regulations implementing tiered licensure for new teachers in Alaska. While teachers bear the primary responsibility for securing their licenses, AASB is concerned about adequate support and assistance from the State EED. AASB also believes the state should carefully monitor and evaluate the implementation of the program and consider development of alternative methods for documenting teacher competency.

Rationale. As a performance-based system, tiered licensure holds the potential of raising the success of teachers and students and elevating quality instruction as a top priority. When combined with the state's teaching mentoring program, the tiered licensure system can improve public education. Like any new program, tiered licensure requires careful analysis and implementation to guarantee success, including new teacher compliance with terms of NCLB.

Adopted 2005

4.4 MENTORING

AASB applauds the willingness of veteran educators to serve as mentors to Alaska's teachers and principals. While this state training program has been launched with federal grants, AASB believes that more secure funding should be identified to continue professional staff mentoring and to expand to the district level in future years, and that there is an evaluation process in place to monitor the effectiveness of the mentor.

Rationale. Surveys have shown that far too many teachers and principals leave the profession within their first five years out of frustration or lack of success. Mentors who serve to provide advice and support during these critical early years are a proven remedy to this drop-out phenomenon. Alaska should invest money in mentoring programs to ensure that they exist into the future, when federal funds may not be available. *Adopted 2005*

4.5 SPECIAL EDUCATION AND RELATED SERVICES TRAINING

The Association of Alaska School Boards promotes the establishment and expansion of postsecondary educational programs to train additional individuals as certified special education teachers and the initiation of programs to train related services providers (i.e. school psychologists, physical therapists, and speech therapists) within our state university system.

Academic programs to train special education-related service providers are not currently available within Alaska. Therefore, AASB supports providing financial relief while attending professional certification programs elsewhere to Alaska residents who are committed to providing services to children in Alaska public schools.

Rationale. The Individuals with Disabilities Education Act Amendments of 1997 (IDEA-97) mandates appropriate educational services be provided to all certified special education students; the Assistance to States for the Education of Children with Disabilities (34 C.F.R. Part 300), Section 300.381 identifies the role of "the State (to) undertake (activities) to ensure an adequate supply of qualified personnel including special education and related services personnel...necessary to carry out the purposes of this part;" and, the Assistance to States for the Education of Children with Disabilities (34 C.F.R. Part 300), Section 300.382 identifies the role of "Each State plan (to) include a description of the procedures and activities the State will under take to ensure that all personnel necessary to carry out this part are appropriately and adequately trained...to include a system for continuing education of regular and special education and related service personnel to meet the needs of children with disabilities."

School districts throughout the State of Alaska are having difficulty meeting the educational requirements of our special needs students due to a significant shortage of certified special education personnel.

Furthermore, the University of Alaska has limited special education and related services professional preparation program opportunities available to individuals aspiring to become certified special education or related service professionals. *Adopted 1998, Amended 1999, 00 (Sunset: Nov. 2008)*

4.6 ADDRESSING THE TEACHER, SPECIALIST, AND ADMINISTRATOR SHORTAGE

The Association of Alaska School Boards does hereby urge the Alaska State Legislature, Alaska State Board of Education, and Teacher Education Programs in Alaska's universities to address the severe shortage of teachers, specialists, and administrators in the State of Alaska.

Suggested strategies may include:

- Incentives (salary bonuses, loan forgiveness, loan assumption, competitive retirement benefits, interest rate reduction, etc.)
- State supported marketing and licensure assistance to recruit teachers.
- Flexibility in certification requirements and reciprocity.
- Improve availability and/or quality of teacher housing.
- Mentoring programs for new teachers.
- Rehire of retired (RIP'd) teachers and administrators.
- Professional support/development.

Rationale. It has been painfully demonstrated that a severe shortage of teachers, specialists, and administrators is being experienced in the school districts in every region of Alaska. Attracting and retaining quality teachers has become a critical issue facing school districts as they work to improve education in Alaska's public schools.

A teacher's job satisfaction is gauged by a number of factors, including a sense of accomplishment, professional support, decent living conditions, and adequate compensation/benefits. The degree to which Alaska meets these needs is a statement of the value we place on our educators. *Adopted 1999, Amended 2000, 01, 05 (Sunset: Nov. 2008)*

4.7 REPEAL THE SOCIAL SECURITY GOVERNMENT PENSION OFFSET AND WINDFALL ELIMINATION PROVISION

AASB supports the elimination of two little known amendments to the Social Security Act that unfairly penalize certain public employees by reducing earned retirement benefits. They are the Government Pension Offset (GPO) and the Windfall Elimination Provision (WEP).

Rationale. The Government Pension Offset and Windfall Elimination Provision unfairly reduce the Social Security rights of at least one-third of America's education workforce, including Alaskans enrolled in either the Teacher's Retirement System or the Public Employees Retirement System.

In 1977, Congress began treating government pensions, such as those earned by educators, as Social Security benefits. The Government Pension Offset (GPO) reduces an individual's Social Security survivor benefits (available to a person whose deceased spouse had earned Social Security benefits) by an amount equal to two-thirds of his/her public pension.

In 1983, Congress enacted the Windfall Elimination Provision (WEP). It changes the formula used to figure benefit amounts – reducing an individual's own Social Security benefits (earned while working in a job covered by Social Security). For example, a teacher taught 17 years in one state, then moved to a different state and taught another 14 years. According to the Social Security Administration, she earned monthly benefits of \$540 per month for her contributions paid into the Social Security system while she worked in the first state. Because public employees in the second state do not participate in the Social Security system, her actual monthly benefits will be cut \$196 due to the (WEP). She will receive \$344 per month from Social Security instead of the \$540 she earned. *Adopted 2002 (Sunset: Nov. 2007)*

4.8 RELATING TO SECURE RETIREMENT BENEFITS

AASB supports further study of a way to supply guaranteed retirement, health and pension benefits for new teachers at a price affordable to Alaska school districts.

Rationale. Secure retirement benefits are important for recruiting the best personnel to Alaska schools. *Adopted 2005*

4.9 RELATING TO HEALTH CARE COSTS AND MEDICAL INSURANCE

AASB calls upon the Legislature and the Congress to address health care costs in Alaska and the U.S.

Rationale. In Alaska more than 110,000 residents have no medical insurance, and the price of treatment is increasing. In the U.S. 45.8 million people have no health insurance. The uninsured drive costs up for everyone. For school districts in Alaska these health care costs for current and retired employees is a growing problem. In many districts these costs add up to more than 10 percent of the budget. This growing budget category mitigates districts' ability to directly impact student achievement through classroom focused expenditures. *Adopted 2005*

4.10 SUPPORTING USE OF LICENSED PROFESSIONALS TO FACILITATE SERVICES BY ELECTRONIC MEANS

AASB supports the use of electronic means by licensed professionals to facilitate the monthly supervision of paraprofessionals as they implement the related service goals in a student's individual education plan.

Rationale. In most of Alaska's smallest schools, very few students are enrolled in speech therapy, occupational therapy or physical therapy, and very few professionals are available to provide these services. The result is often the use of paraprofessional personnel to provide these services. One solution would be for a waiver of state laws to allow the supervision of these paraprofessionals by licensed professionals via virtual means. *Adopted Nov. 2005.*

(New) 4.11 SCHOOL PERFORMANCE INCENTIVE PROGRAM

AASB endorses the goals behind the state's School Performance Incentive Program and encourages schools and districts to engage all staff to strive for student academic growth and continued high performance.

Rationale. Passage of HB 13 in the 2006 legislative session provided \$5.8 million to reward school personnel for their students showing growth to academic proficiency or continued high performance. The law specifically exempted these salary bonuses from the terms of collective bargaining or retirement benefits. The voluntary program is a welcome alternative to educational incentives that penalize schools and students for not performing.

<p>Recommendation: Adopt</p> <p>Discussion: Governor introduced this incentive program in January 2006. AASB endorsed the concept of it, but was not active in shaping its details or requesting funding.</p>

SUBJECT AREA: EDUCATION PROGRAMS

Recommendation: Amend 5.2

5.1 SCHOOL-TO-WORK PROGRAMS

The Association of Alaska School Boards strongly supports adequate and equitable funding for the implementation of school-to-work programs, including school-to-work centers, vocational programs, and career technical student organizations, while ensuring resources to satisfy requirements of the High School Graduation Qualifying Exam and demands of the No Child Left Behind law at the same time.

Rationale. Both the U.S. Department of Education and the Alaska Department of Education & Early Development have endorsed and encouraged districts to offer school-to-work programs. The implementation of school-to-work programs inevitably results in additional expenses that are not part of the standard budget schedules of school districts and secondary schools. Increased costs include, but are not limited to: purchase of equipment and materials related to occupations, transportation for students between schools and workplaces, training for staff members, release time for staff members, new staff positions (school-to-work coordinator, transition specialist, job coach), insurance and workman's compensation costs.

There are a large number of students in rural villages that do not complete high school or job training programs. There is a need to provide school-to-work programs like the Rural Student Vocational Program (RSVP), which was eliminated in 1998, or innovative regional residency centers to enhance opportunities for these students. At the same time, school-to-work programs must integrate and ensure basic academic achievement. *Amended 1999, 02 (Sunset: Nov. 2008)*

(Amend) 5.2 CURRICULUM EXPANSION VIA TECHNOLOGY

AASB urges the Alaska Department of Education & Early Development (EED) **and other entities to support and encourage** expand its distance delivered education programs for students and teachers in partnership with local districts using existing facilities whenever possible, and supports funding for the purchase and installation of distance delivery education equipment.

Rationale. All school districts need to have the capability to offer a variety of courses for all students, including the remedial student, vocational student, and the college bound student. The technology exists to provide satellite instruction throughout the United States.

In order to take classes otherwise not available, students who attend small high schools must leave their community or take correspondence classes. ~~There is available in the State the ability to deliver such courses utilizing technology.~~ **There are examples in the state of success in delivering such courses utilizing technology.** Many districts in the state are exploring the use of current technology in the form of distance delivery. Programs that are currently being offered in local districts could be utilized by other districts in-state, or substituted for purchased programs now in use, with funding **and support** provided by EED.

Expanding distance delivery could also help meet the needs of "highly qualified" **teachers and staff and training for** paraprofessionals under the No Child Left Behind Act of 2001. *Amended 2001, 02, 03 (Sunset: Nov 2008)*

Recommendation: Amend

Discussion: Change would broaden resolve to include non-state entities to support distance delivery programs.

5.3 NATIVE LANGUAGE PROGRAM DEVELOPMENT

AASB supports state funding for staff training, program development and materials preparation to promote Native language instruction for those districts that desire Native language programs.

Rationale. The languages of the Indigenous Peoples of the United States have become endangered. The extinction of these languages would further erode the rich heritage of the Indigenous Peoples of the North American Continent. The technology exists to provide satellite language instruction in the Native tongues to communities throughout the United States. If we as a nation do not respond to this need to preserve this rich linguistic heritage, the language will become extinct. Financial support from the government for the preservation of Native languages would enable the use of a technology that has helped speed the loss of indigenous languages to reverse that trend. *Amended 1998, 99, 04 (Sunset: Nov. 2008)*

5.4 COMMUNITY SCHOOLS

AASB recommends that the Community Schools Act of 1980 be reinstated and the state explore independent funding status for Alaska's Community Schools.

Rationale. AASB recognizes that *Community Schools* extends the concept of public education beyond the traditional K-12 program of "schooling" and views everyone in the community as both teacher and learner. Tight budgets and state demands for strict accountability may place community schools in competition with district academic priorities. Other states fund community schools in a variety of ways and this independent model may save community schools in the future. *Amended 2001, 04 (Sunset: Nov. 2008)*

5.5 INCREASING STUDENT CONTACT TIME

The Association of Alaska School Boards supports expanding the school day or extending the school year, with adequate state funding, to account for state mandated student testing, professional development, collaboration/planning, and/or increased instructional contact time.

Rationale. The lack of time is identified as one of the top challenges facing schools when it comes to effective schooling and raising student achievement. Education Summit participants identified the need for more time to align curriculum, more student contact time (day/week/year), more teacher preparation time, more time for professional development, reducing the loss of instructional time, entering school at a younger age, time for remediation efforts, and time to communicate test results and work with public expectations and collaborate with appropriate entities.

In addition, policymakers have decreased student contact time through state mandates that require additional testing days and related professional development requirements that potentially impact student achievement. The most important challenge is an inadequate amount of time on task by students. Educators need time to make sure that each student has a solid foundation before moving him/her to the next level. *Adopted 2000, Amended 2001, 02, 03 (Sunset: Nov. 2008)*

5.6 SEEKING CLARIFICATION ON THE NATIVE AMERICAN LANGUAGES AND THE NO CHILD LEFT BEHIND ACTS

Enlist the support of the President of the United States to direct the U.S. Department of Education to consult with Indian tribes and Native American governing bodies and traditional leaders and educators on evaluating the No Child Left Behind Act to determine and implement changes needed to bring it into compliance with the Native American Languages Act; and

Enlist the support of Congress, the Alaska State Legislature, the National School Boards Association, the Alaska Federation of Natives, the National Indian Education Association and the National Congress of American Indians to encourage the President of the United States to direct the U.S. Department of Education to consult with Indian tribes and Native American governing bodies and traditional leaders and

educators on evaluating the No Child Left Behind Act to determine and implement changes needed to bring it into compliance with the Native American Languages Act.

Rationale: “Think not forever of yourselves, nor of your own generation. Think of continuing generations of our families, think of our grandchildren and of those yet unborn, whose faces are coming from beneath the ground.” Peacemaker, Founder of the Iroquois Confederacy, circa 1000 A.D.

As the American people embark on the journey to implement the “No Child Left Behind Act”, the First Peoples of our nation are forced to face, yet again, another challenge to the survival of our languages and our cultures. As indigenous peoples, the struggle to maintain the vitality of our languages and our cultures against the powerful mainstream odds of assimilation becomes a critical issue. Our very identity, our cultures, our worldview, the expression of who we are as Native peoples hangs in the balance.

HISTORY

According to a survey conducted in 1962 on the North American continent, there were 79 American Indian languages. Of those, most of the speakers were over 50. Fifty-one languages had fewer than 10 speakers. Thirty-five languages had between 10 and 100 speakers. Only six of them had at least 10,000 speakers. It is almost certain that at least 51 of these languages have all but disappeared (Nettle and Romaine).

In Alaska, Dr. Michael Krauss in 1980 predicted the future of Alaska Native languages in a paper entitled “Alaska Native Languages: Past, Present and Future.” His deeply profound calculation that we would probably “see the death of the very last speakers of fifteen of the twenty languages” in the first half of the coming century was a wake up call that 22 years later we are finding so sadly, to be too close to being true. His prediction that Eyak probably would not survive this century came true. He predicted that Alaskan Tsimshian, Alaskan Haida, Holikachuk, and Tanana would probably be extinct by 2015 and Tlingit, Ahtna, Ingalik, Koyukok and Han by 2030. He said the languages with the best chance of survival were Central Alaskan Yupik and Siberian Yupik because of the large concentration of speakers of all generations. The impact that television and other media have had on the number of those speakers is serious cause for consternation.

Fortunately, the Native American Languages Act (NALA) was passed in 1990 (P.L. 101-477). This piece of federal legislation could very well be the saving grace of the indigenous languages that have continued to thrive. Specifically, NALA states, “It is the policy of the United States to – preserve, protect and promote the rights and freedom of Native Americans to use, practice and develop Native America languages... encourage and support the use of Native American languages as a medium of instruction in order to encourage and support Native American language survival, equal education opportunity, increased student success and performance, increased student awareness and knowledge of their culture and history, and increased student and community pride; encourage State and local education programs to work closely with Native American parents, educators, Indian tribes and other Native American governing bodies in the implementation of programs to put this policy into effect.”

NALA also has a provision for evaluating federal policies. In essence, this provision asks the President to direct Federal agencies to evaluate, in consultation with Indian tribes and other Native American governing bodies and traditional leaders and educators, their policies to determine and implement changes needed to bring them into compliance with the provisions of the Act.

RATIONALE

The discrepancies, between the terms of the Native American Languages Act (NALA) and the No Child Left Behind Act (NCLB) at the minimum, merit legal analysis and scrutiny. On the one hand, we have the mandate for supporting educational Native American language efforts. On the other, we have the mandate in the No Child Left Behind Act where the emphasis is on academics and English. This brings into the spotlight and into direct conflict, issues with inconsistencies in the Native American Languages Act via heritage language programs and fulfilling the mandate of the NCLB Act. The quandary with which we are faced, forces those people affected to question the intent of the NCLB insofar as its assimilative qualities and aspects and on the effects it is having on the already taxed and limited efforts that schools have undertaken to assist communities in ensuring the continued strength of Native languages.

Specific to the issue of Academic Assessments, the NCLB requires “high quality, yearly student academic assessments that include, at a minimum, academic assessments in mathematics, reading or language arts...” This condition puts Native American immersion language programs at enormous risk. The requirements stating that the assessments shall “be used for purposes for which such assessments are valid and reliable, and be consistent with relevant, nationally recognized professional and technical standards” could preclude the development of Native American language based academic assessments. History, very clearly, makes us question whether academic assessments developed by indigenous people for purposes of measuring academic proficiencies would be considered “consistent with relevant, nationally recognized professional and technical standards.”

Notwithstanding the fact that very few, if any, indigenous academic assessments have been developed and are recognized, the amount of funding that comes with the Title III program has serious implications. Aside from the predisposition to set priority on “World Language” and English language assessment issues as a national priority, the minute financial resources allocated for program implementation further strains resources that, in most cases, are already overstretched due to numerous federal and state mandates and priorities, most of which, if not all, are unfunded. The Act requires each State plan to include the identification of “languages other than English that are present in the student population and indicate the languages for which yearly student academic assessments are not available and are needed.” The limited fiscal situation makes it highly unlikely that the State(s) will “make every effort to develop such assessments.”

This puts districts with language immersion programs and native language programs in jeopardy for several reasons. Children who are taught in a language other than English are at a distinct disadvantage because of the academic testing rigors requiring that assessments be done in English. How can they pass a test administered in English if they are taught in Inupiaq or Yupik? In addition, districts must show adequate yearly progress as a fundamental part of the accountability system built into the Act or be at risk of being sanctioned for not performing up to par. Understandably, Districts will not desire to have their schools negatively labeled and will take appropriate steps to ensure their schools are not stigmatized. These “appropriate” steps could very well mean compromising language programs resulting in the further decay of endangered languages, not to mention the social pathologies that accompany the concomitant loss of identity.

NCLB also requires a rigorous English language assessment. Beginning school year 2002-2003, each “local education agency” will “provide for an annual assessment of English proficiency (measuring students’ oral language, reading, and writing skills in English).” In today’s modern world technology and global issues make it necessary for our children to become proficient in English. Learning English, however, should not be at the expense of indigenous language programs. What is at issue in this regard is the colossal amount of energy that districts will need to exert on making certain their children can speak, read and write English sufficiently enough to pass both academic and English assessment programs. Contrast that amount of vigor with, inevitably, the infinitesimal amount of attention that will be given to language programs because of the need to comply with the new federal mandates. State and local educational agencies will need to be exceptionally innovative and utilize groundbreaking strategies to ensure that their languages are supported throughout the curriculum. *Adopted 2002 (Sunset: Nov. 2007)*