



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

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December 7, 2009

TO: Board of Education

FROM: Tim Peterson, Director, Human Resources

THROUGH: Dave Jones, Assistant Superintendent *Dave Jones*

SUBJECT: Approval of 2009-2012 K.P.E.A. Collective Bargaining Agreement-Item 11 b.

It is recommended that the 2009-2012 K.P.E.A. Collective Bargaining Agreement be approved as presented.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

**THE KENAI PENINSULA EDUCATION
ASSOCIATION**

FOR THE YEARS

2009-2010

THROUGH

2011-2012

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. *Highly qualified teachers* shall be defined as found in 4 AAC 04.210.
- H. *KPEA* or Association when used hereinafter in the Agreement shall refer to the Kenai Peninsula Education Association.
- I. *Superintendent* is the Superintendent of the Kenai Peninsula Borough School District or designee and shall hereafter be referred to as the Superintendent.
- J. *Termination* is a dismissal, resignation, or other discontinuance of the employment relationship between the Board and certificated teacher.
- K. *Transfer* specifies a change from the building unit(s) to which a teacher is assigned.
- L. *Unit* is an individual school or other assigned department.

105 TEACHER'S SALARY SCHEDULE

Year One: 2009 - 2010						
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	42,238	43,489	45,585	47,078	48,572	50,069
(B)	43,489	45,586	47,078	48,572	50,069	51,562
(C)	45,585	47,079	48,572	50,069	51,562	53,058
(D)	47,078	48,573	50,069	51,562	53,058	54,555
(E)	48,572	50,069	51,562	53,058	54,555	56,049
(F)	50,069	51,562	53,058	54,555	56,049	57,541
(G)	51,561	53,079	54,555	56,049	57,541	59,033
(H)	53,759	54,555	56,049	57,541	59,033	60,531
(I)	55,223	56,049	57,541	59,033	60,531	62,024
(J)	56,658	58,241	59,033	60,531	62,024	63,519
(K)	58,066	59,706	60,531	62,024	63,519	65,011
(L)	59,445	61,142	62,725	63,519	65,011	66,507
(M)		62,549	63,896	65,011	66,507	68,002
(N)		63,928	65,360	66,507	68,002	69,499
(O)			66,795	68,702	70,199	71,697
(P)			68,203	70,167	71,663	73,043
(Q)			69,582	71,601	73,099	74,507
(R)				73,009	74,506	75,943
(S)				74,389	75,885	77,349
(T)						78,729
Eligible Employees Shall Receive a Step						
Additional Information Section 110 Salary Conditions			LONGEVITY			80,244

Year Two: 2010 - 2011						
Step	C	C+18	C+36 or M	C+54/ M	C+72/M	C+90/M
(A)	43,083	44,359	46,497	48,020	49,543	51,070
(B)	44,359	46,498	48,020	49,543	51,070	52,593
(C)	46,497	48,021	49,543	51,070	52,593	54,119
(D)	48,020	49,544	51,070	52,593	54,119	55,646
(E)	49,543	51,070	52,593	54,119	55,646	57,170
(F)	51,070	52,593	54,119	55,646	57,170	58,692
(G)	52,592	54,141	55,646	57,170	58,692	60,214
(H)	54,834	55,646	57,170	58,692	60,214	61,742
(I)	56,327	57,170	58,692	60,214	61,742	63,264
(J)	57,791	59,406	60,214	61,742	63,264	64,789
(K)	59,227	60,900	61,742	63,264	64,789	66,311
(L)	60,634	62,365	63,980	64,789	66,311	67,837
(M)		63,800	65,174	66,311	67,837	69,362
(N)		65,207	66,667	67,837	69,362	70,889
(O)			68,131	70,076	71,603	73,131
(P)			69,567	71,570	73,096	74,504
(Q)			70,974	73,033	74,561	75,997
(R)				74,469	75,996	77,462
(S)				75,877	77,403	78,896
(T)						80,304
Eligible Employees Shall Receive a Step			LONGEVITY			81,849
Additional Information Section 110 Salary Conditions						

Year Three: 2011 – 2012						
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	43,944	45,246	47,427	48,980	50,534	52,092
(B)	45,246	47,428	48,980	50,534	52,092	53,645
(C)	47,427	48,981	50,534	52,092	53,645	55,202
(D)	48,980	50,535	52,092	53,645	55,202	56,759
(E)	50,534	52,092	53,645	55,202	56,759	58,313
(F)	52,092	53,645	55,202	56,759	58,313	59,866
(G)	53,644	55,223	56,759	58,313	59,866	61,418
(H)	55,931	56,759	58,313	59,866	61,418	62,976
(I)	57,454	58,313	59,866	61,418	62,976	64,530
(J)	58,947	60,594	61,418	62,976	64,530	66,085
(K)	60,412	62,118	62,976	64,530	66,085	67,637
(L)	61,847	63,612	65,259	66,085	67,637	69,194
(M)		65,076	66,477	67,637	69,194	70,749
(N)		66,511	68,001	69,194	70,749	72,307
(O)			69,494	71,478	73,035	74,594
(P)			70,958	73,002	74,558	75,994
(Q)			72,393	74,494	76,052	77,517
(R)				75,959	77,516	79,011
(S)				77,394	78,951	80,474
(T)						81,910
Eligible Employees Shall Receive a Step						
Additional Information Section 110 Salary Conditions						
			LONGEVITY			83,486

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, retroactive 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.

Course approval may be requested prior to taking classes using the form at the following link.

<http://www.kpbsd.k12.ak.us/departments.aspx?id=4366>

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. The following documents must be submitted to HR no later than November 1:

1. Verification of previous service;
2. Official transcripts that give evidence of the following:
 - a. An earned bachelor's degree; and
 - b. Coursework and degrees completed after the earned bachelor's degree; and
 - c. Completion of a teacher education or special services program or, in the absence of a completed program, credits demonstrating the progress toward completion of the program.
3. A copy of the teacher's current teaching certificate.

<http://www.kpbsd.k12.ak.us/departments.aspx?id=4366>

A. Column Placement

Placement on the salary schedule will be based upon credits earned after completion of an accredited teacher education program or special services program, unless an advanced degree in the subject area relative to the teacher's certification was earned before the certificate was issued.

Credits earned after completion of an accredited teacher education program or special services program will be evaluated by the Human Resources Department and must qualify under at least one of the following:

- (a) taken as a part of a completed advanced degree; or
- (b) relate to an immediate assignment

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

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 for service in Alaska as provided for in 4 AAC 15.020.

120 EXTRACURRICULAR PROGRAMS

An extracurricular program is defined as a separate contract for direct supervision outside of the workday for an activity, club, or sport. There will be no payment for any student activity conducted solely during the workday.

Acceptance of an extracurricular contract is voluntary. Refusal to accept or willingness to perform an extracurricular contract shall have no bearing on continued building assignment or formal evaluation.

- 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.** A separate contract addendum for each extracurricular activity will be issued. If possible, contracts will be issued prior to the beginning of the activity.
- E.** When dividing a single activity between two or more sponsors, the salary shall be prorated between/among them.
- F.** 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.
- G.** 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.

- H. As positions become vacant, certificated teachers within their respective buildings who are qualified shall be given first opportunity to sponsor/coach extracurricular activities before certified teachers in other buildings. *If no district certified teacher is hired as a sponsor/coach, the position will be advertised.*

121 EXTRACURRICULAR SALARY SCHEDULE

Extracurricular range values for employees shall be:

Year 1	2009-2010	Year 2	2011-2012	Year 3	2012-2013
Range	Amount	Range	Amount	Range	Amount
1	338	1	345	1	352
2	422	2	431	2	439
3	676	3	689	3	703
4	845	4	862	4	879
5	1177	5	1,292	5	1,318
6	1,690	6	1,723	6	1,758
7	2,112	7	2,154	7	2,197
8	2,534	8	2,585	8	2,637
9	2,957	9	3,016	9	3,076
10	3,379	10	3,447	10	3,516
11	3,801	11	3,877	11	3,955
12	4,224	12	4,308	12	4,394

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 twenty-five dollars (\$125) 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.
- 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.
- E. No reimbursement will be made to an employee who fails to satisfy the established physical examination deadline.

135 MILEAGE REIMBURSEMENT RATE

For all certificated staff whose duties require automobile travel, as determined by the Superintendent, the mileage reimbursement rate shall be per Board policy. (See www.gsa.gov).

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.

<http://www.kpbsd.k12.ak.us/privateAssets/0/16/22/518/540/544/6B046A2D-8742-4370-945E-8585784F3D09.xls>

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 and dependent coverage costs, 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 shall annually review by-laws in September of each year unless the committee deems that an alternate time would be better. 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:

FY10 950.00 per eligible employee per month
FY11 975.00 per eligible employee per month
FY12 975.00 per eligible employee per month

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

FY10 175.00 per eligible employee per month
FY11 200.00 per eligible employee per month
FY12 200.00 per eligible employee per month

Effective FY 10 and FY 11, benefits are afforded to the employee, spouse and all eligible dependents. Effective FY 12, health benefits are afforded to employees only. Effective July 1, 2011 employees may elect to have dependent and/or spouse coverage per the following rate schedule:

Dependent Coverage: \$5.00 per month per dependent (up to four)
Spouse Coverage: \$10 per month
Family Coverage (spouse and dependents): \$30 per month

Employees who have elected no spousal and/or dependent coverage may, during open enrollment, add that coverage.*

Effective FY 10, all permanent and permanent part-time employees who work four (4) or more hours per day are required, as a condition of employment, to participate in the KPBSD health plan. Effective FY 11 and 12, all permanent and permanent part-time employees who work six (6) or more hours per day are required, as a condition of employment, to participate in the KPBSD health plan.

Employees first hired with the District on or after July 1, 2010, for at least 4 hours per day or .50 FTE, but less than 6 hours per day or .75 FTE, may opt out of health care coverage altogether. The choice to opt out will be made upon initial employment and will be irrevocable* unless a person is rehired after employment has been terminated more than 1 school year.

*Guidelines involving “qualifying event” and “pre-existing conditions” will be followed in accordance to the health plan document.

<http://www.kpbsd.k12.ak.us/employees.aspx?id=10156>

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.

Upon applying for leave from the instructional leave bank to attend or present at a conference, the employee must submit documentation (agenda, brochure, etc.) that describes the conference for which the leave is requested, to support how it relates to the employee's career.

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 <http://www.kpbsd.k12.ak.us/departments.aspx?id=4358> 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 or no later than the 15th of the month prior to the conference. 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 the employee to the KPEA President for further action or approval.
- B.** Upon approval by the KPEA Executive Board, the application shall be forwarded to the District for further action or approval.
- 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. For career development grants, use the application at: <http://www.kpbsd.k12.ak.us/departments.aspx?id=4456>

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 four (4) 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 five (5) 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.

339 AUTOMATED SUBSTITUTE SYSTEM

During the 2009-10 school year, the District shall form a committee to research the feasibility of implementing an automated substitute system, i.e. Subfinder. KPEA will have representation on this committee. The committee shall provide a final report/recommendation to the Superintendent. Once the committee is formed, this section is not grievable.

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. Employees may be eligible to use additional leave under provision A of Section 340, and should contact Human Resources for more information. 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. Employees may be eligible to use additional leave under provision A of Section 340, and should contact Human Resources for more information.
- G.** All leaves contained in this section shall be subtracted from the teacher's sick leave allowance. A minimum of one hour will be used for each absence. Absences that exceed 1 hour will be recorded in 15 minute increments.
- 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

1. ADMINISTRATION

The sick leave bank will be administered in accordance with AS 14.14.105 and as follows:

- A. Sick leave bank withdrawal requests will be based on employee's personal medical necessity only and when ten or more consecutive days of absence will occur.
- B. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the bargaining unit member has been exhausted.
- C. 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.
- D. The employee is not automatically entitled to the number of days for which he may be eligible.
- E. Bank withdrawals shall not be granted for child rearing or elective surgery that could be performed during vacations.
- F. Unless otherwise mutually agreed, bank withdrawals shall be granted on one time per year for the same illness.
- G. 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.

- H. 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.
- I. 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.

2. APPLICATION PROCESS

- A. Employees may apply to the sick leave bank prior to exhausting their own sick leave.
- B. Applications to the sick bank shall be completed by the employee and forwarded to the Human Resources Office for review of accuracy and completion. <http://www.kpbsd.k12.ak.us/departments.aspx?id=4184>
- C. Complete applications in accordance with sick bank rules, will be forwarded to the KPEA, for their review and recommendation.
- D. 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.
- E. If the application for sick leave bank days is granted, the days will become available when the employee's own sick leave has been exhausted and when ten or more consecutive days of absence has occurred.
- F. Withdrawal requests 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.

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, grandchild (including in-law and step relationships), grandparent, 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. The employee may claim on his/her timesheet up to four hours of this leave from the sick leave bank.

Exceptions to the provisions contained in this section may be granted upon submission of the request to the Superintendent.

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

343 DONATIONS OF SICK LEAVE

Members shall be allowed to donate sick leave to and receive donations of sick leave from leave eligible members subject to the following conditions:

- A. Each member wishing to donate sick leave will fill out, date and sign a leave slip showing the amount of leave to be donated. The leave slip will have written along the bottom, or in the space provided, "Leave donated to (employee name)".
- B. The Association will be responsible for gathering all leave donations to be forwarded to the District. Leave donations will become available during the pay period in which the Association approved donation is received by the HR department.
- C. The total amount of leave credited to the recipient's donated leave account shall not exceed 20 days during the life of the current Agreement. Donated leave may not be used until all accrued personal, sick leave and sick bank appropriations have been exhausted.
- D. The donation cannot be withdrawn, modified or otherwise returned to the donor's leave account.
- E. Coercion of members to donate sick leave to another member is prohibited.
- F. Any unused leave by a member who has received donated sick leave, shall be forwarded to the sick leave bank.
- G. The District shall provide, on an annual basis, a donated leave report to the Association reflecting donated leave activity.

- H. This provision shall sunset at the conclusion of this Agreement and will be subject to review for future Agreements.

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. Involuntarily transferred employees shall notify the District of their intent to return to the site by applying for available positions. Teachers shall retain this right of refusal for 36 months from the date of involuntary transfer.

411 VOLUNTARY TRANSFERS

Teachers who desire to transfer to another building may file an electronic request at <http://www.kpbsd.k12.ak.us/> no later than February 1. Teachers shall be encouraged to submit transfer requests as early as possible, though not before October 1 of the current school year.

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 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 END OF QUARTER DAYS

The last day of each of the first three academic quarters will be a half-day teacher work day and a half day in-service. The half-day teacher work-day will be used at the teacher's discretion for grading and planning purposes.

To opt out of this provision, schools on variance calendars may submit a proposal to District administration in accordance with calendar submission deadlines.

Schools on variance calendars are Kachemak Selo, Nanwalek, Nikolaevsk, Port Graham, Razdolna, Susan B. English, Tebughna, Voznesenka.

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 ACADEMIC 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, Vocational Education, 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 (i.e. 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 students in the Least Restrictive Environment and involving all teachers in the inclusion model.

In recognition of the significance of class size and/or student safety, and/or the inclusion model, any teacher who believes class composition and size significantly endangers, 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 which may include the assignment of additional staff, modification of schedules, etc. 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.

[http://www.legis.state.ak.us/basis/folioproxy.asp?url=http://www.jnu01.legis.state.ak.us/cgi-bin/folioisa.dll/aac/query=\[JUMP:'20+aac+10!2E020'\]/doc/{@1}?firsthit](http://www.legis.state.ak.us/basis/folioproxy.asp?url=http://www.jnu01.legis.state.ak.us/cgi-bin/folioisa.dll/aac/query=[JUMP:'20+aac+10!2E020']/doc/{@1}?firsthit)

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3416

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3144

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.

When a teacher agrees to use his/her prep time to cover another class or assignment, he/she will complete the Prep Time Pay Form to request compensation. Prep time Coverage is to be strictly voluntary.

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.

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.

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 and a half (1.5) days for each fifteen (15) members of the bargaining unit. 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 fifteen (15) 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. At the conclusion of the president's term, the employee shall have the first right to refuse a vacant position for which he/she is qualified at the school in which he/she previously taught.

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.

Cases involving language or contract interpretation will move to Level IV without a Board hearing.

Level III – Board Level

The Board Level will be used exclusively for employee discipline. 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, or Level II by the Superintendent (cases involving language or contract interpretation), or if no decision has been rendered, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within thirty-five (35) days

from the time of the Level II or Level III disposition, or from the date when the disposition was due. 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, 2009 until June 30, 2012.

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:

LaDawn Druce President
Kenai Peninsula Education Association

Date: _____

Joe Arness
Kenai Peninsula Borough School District

Date: _____