
Kenai Peninsula Borough School District Board of Education Meeting Agenda

April 11, 2003 - 7:30 p.m.

Borough Administration Building
Special Meeting - 148 N. Binkley, Soldotna, Alaska

SCHOOL BOARD MEMBERS:

Mr. Joe Arness, President
Mrs. Sammy Crawford, Vice President
Ms. Deborah Germano, Clerk
Mrs. Margaret Gilman, Treasurer
Mrs. Debra Mullins, Member
Dr. Nels Anderson, Member
Mr. Al Poindexter, Member
Mr. Cameron Poindexter, Student Representative

Worksessions

5:30 p.m. [FY04 Budget and KPEA and KPESA Tentative
Employee Agreements](#)

A-G-E-N-D-A

1. Executive Session - Litigation Update *(beginning at 7:00 p.m.)*

2. Opening Activities

- a. Call to Order
- b. Pledge of Allegiance/National Anthem/Alaska Flag Song
- c. Roll Call
- d. Approval of Agenda

3. Action Items

- a. Consent Agenda
 - (1) Approval of [Resignations](#)
 - (2) Approval of [Requests for Sabbatical Leave](#)
 - (3) Approval of [Disbursement of Remaining Bond Funds](#)
 - (4) Approval of [2003-2004 Tentative Board Meeting Dates](#)

Administrative Services

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

4. First Reading of Policy Revisions

- d. [BP 5145.31, Students in Transition \(Homelessness\)](#)

5. Adjourn

* * * * *

WORK SESSION

March 31, 2003

TO: Board of Education

FROM: Melody Douglas
Chief Financial Officer

SUBJECT: Work Session on the KPEA and KPESA Tentative Employee Agreements
and FY03 and FY04 Budget

This work-session will include a cost estimate of the tentative KPEA and KPESA employee agreements and their impact on the FY03 and FY04 budgets.

The administrative FY04 budget recommendation remains the same as presented at the March 3rd Board meeting. This recommendation balances the budget as required by Alaska Statute.

A modification to the FY04 budget will be required before the end of the fiscal year depending on the outcome of legislative action concerning public educational funding. A legislative adjustment to the base unit value used in the foundation funding formula is expected.

For your information the Finance Department schedule includes:

April Finalize estimates of KPEA and KPESA Employee Tentative Agreements
 Finalize estimates of budgetary impact of employee tentative agreements
 Update system based on ratified employee agreements
 Begin processing employee retroactive paychecks

May/June Finalize processing of employee retro paychecks
 Adjust FY03 budget for ratified agreements
 Adjust FY04 budget for ratified agreements
 Adjust FY04 budget per outcome of legislative session

The District has been faced with some extraordinary challenges in these matters. Your understanding and support of this normal but intense process is appreciated.

April 11, 2003

TO: Board of Education
FROM: Tim Peterson, Director, Human Resources
THROUGH: Todd Syverson, Assistant Superintendent, Administrative Services
SUBJECT: Approval of Resignations Item- 3 a (1)

It is recommended the following resignations be approved effective the end of the 02-03 school year.

Teresa Kiffmeyer	Social Studies Teacher	Grants/Federal Programs
Joseph Huftel	Assistant Principal	Homer High School
Molly Brann	Grades 4-6	Kachemak Selo School
Patricia A. Cahill	Grades 7-8	Nanwalek School
Gloryann Baily	Special Education Teacher	North Star Elementary
Lesley Weatherman	Librarian	North Star Elementary
Jill Kriens	Special Ed/Resource Teacher	Paul Banks Elementary
Sandra J. Lewis	Grade 1	Redoubt Elementary
Lori Newton	Kindergarten	Sears Elementary
Robert Hassen	Math	Seward High School
Brenda R. Jones	.50FTE Secondary Teacher	Susan B. English School
Steve Jones	Principal	Susan B. English School

April 11, 2003

TO: Board of Education
FROM: Tim Peterson, Director, Human Resources
THROUGH: Todd Syverson, Assistant Superintendent, Administrative Services
SUBJECT: Approval of Requests for Sabbatical Leave /Certified – Item 3 a (2)

It is recommended the following requests for unpaid sabbatical for the 2003-04 school year be approved.

Patricia M. Jay	Social Studies Teacher	Homer High School
Michele Stenger	Grades K/1	Kachemak Selo School

March 26, 2003

To: Board of Education
Kenai Peninsula Borough School District

Through: Todd Syverson, Assistant Superintendent
Administrative Services

From: Dave Spence, Director
Planning & Operations

At the regularly scheduled meeting held on January 6, 2003, the Kenai Peninsula Borough School District's Board of Education approved to seek redirection of unexpended funds generated from House Bill 281 from the Department of Education and Early Development toward the following school projects:

- Soldotna Middle School remodel and sprinkler installation (\$900,000)
- Four portable classroom replacements (\$310,000)
- Ninilchik School swimming pool repairs (\$150,000)
- Nanwalek School roof and drainage repairs (\$340,000)

Following input from the Department of Education and Early Development and the Kenai Peninsula Borough, it was necessary to eliminate the portable replacement project. Further, due to interest earnings, we find \$1.9 million remaining to redirect to the following proposed school projects:

- Soldotna Middle School remodel and sprinkler installation (\$1,165,000)
- Ninilchik School swimming pool repairs (\$200,000)
- Nanwalek School roof and drainage repairs (\$350,000)
- Districtwide code deficiencies (\$200,000)
- Alternative project: Kenai Middle School bleachers, should a replacement project be necessary (\$200,000)

The Department of Education and Early Development is aware of these changes and is anticipating our applications for these five projects. Pending Board of Education approval, this will be introduced to the Kenai Peninsula Borough Assembly and it is anticipated they will take action on this resolution at their regularly scheduled meeting on April 15, 2003.

The school district's administration respectfully recommends approval of these projects.

Please advise should you have any questions regarding this matter.

Thank you.

DS/ps

Memorandum

DATE: March 8, 2003
TO: Members, Board of Education
FROM: Donna Peterson, Ed.D.
 Superintendent of Schools
RE: 2003-2004 School Board Meeting Dates

The attached School Board meeting calendar reflects the following changes from past patterns:

- the locations for the out-of-town October 6 (Seward) and November 3 (Homer) meetings will switch back so on alternating years each school will have opportunities to meet the newly-elected Board members (after the October election);
- the second meeting in March does not interfere with Spring Break since there are five Mondays;
- the June 8 planning session may be rescheduled after the 2003-2004 Board goal setting session is held (after the October election).

All other dates/places reflect a rollover from past practice for a total of 18 meetings.

2003-2004 TENTATIVE MEETING DATES

SCHOOL BOARD MEETINGS

(Meetings begin at 7:30 p.m.)

July 7, 2003	January 5, 2004
August 4, 2003	February 2, 2004
August 18, 2003	February 16, 2004
September 8, 2003	March 1, 2004 - Homer
October 6, 2003 - Seward	March 15, 2004
October 20, 2003	April 5, 2004
November 3, 2003 - Homer	April 19, 2004
November 17, 2003	May 3, 2004 - Seward
December 1, 2003	June 7, 2004

June 8, 2004 (Board Planning
Session)

April 11, 2003

TO: Board of Education

FROM: Todd Syverson, Assistant Superintendent, Administrative Services

SUBJECT: Approval of 2003-2006 KPEA Negotiated Agreement-Item 3 b

Administration has received information that KPEA has voted and ratified the attached Negotiated agreement, however the District has not received KPEA President's signature in time for this Board packet.

It is recommended that the 2003-06 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

2003 - 2004 THROUGH 2005 - 2006

TABLE OF CONTENTS

100 CONTRACT DEFINITIONS/COMPENSATION

100 District Rights	1
101 Association Recognition	1
102 Contract Definitions for the Purpose of This Agreement	1
105 Teacher's Salary Schedule	2
110 Salary Conditions	4
115 Initial Placement on the Salary Schedule	4
120 Extracurricular Programs	5
121 Extracurricular Salary Schedule	5
130 Reimbursement for Physical Examination	6
135 Mileage Reimbursement Rate	6
140 Discretionary Materials	6
150 Vandalism	6

200 INSURANCE

210 Health Care	6
220 Liability Insurance	7
230 Life Insurance	8

300 LEAVES

305 Instructional Leave	8
307 Legal Leave	9

310 Career Development 9

320 Personal Leave 9

325 Personal and Sick Leave for Less than Full-time Employees 10

330 Civic Leave 10

335 Sabbatical Leave 10

340 Sick Leave 11

TABLE OF CONTENTS (continued)

341 Sick Leave Bank 12

345 Unpaid Leave of Absence 12

346 Paid Military Leave 13

400 CONDITIONS OF EMPLOYMENT

405 Additional Educational Employment 13

410 Involuntary Transfers 14

411 Voluntary Transfers 14

415 Student Discipline Procedure 15

420 Duty-Free Lunch 15

425 School Closures 15

427 Forced Absences 16

430 Half-Day Program Planning Time 16

431 Inservice Training and Workshops 16

435 Job Openings 16

436 Teacher Involvement in Selection of Administration 16

440 Job Sharing 16

445 Personnel 201 Files 17

446 Due Process 18

450 Instructional Freedom 18

451 Assignment of Student Grades 18

455 Reduction of Staff 18

460 Recall Rights and Tenure Acquisition 20

463 Subcontracting 21

465 Teacher Contracts 21

466 Specialists 21

470 Workday 22

TABLE OF CONTENTS (continued)

474 Impact of Class Size 22

475 Teacher Preparation Periods 22

479 Teacher Exchange 22

480 Teacher Retention 23

483 Teacher Rights 23

490 Teacher Evaluation 23

500 ASSOCIATION RIGHTS AND PRIVILEGES

505 Information 23

510 Release Time for Meetings 24

515 Meetings 24

520 Use of School Buildings 24

525 Use of School Equipment 24

530 Supplies 24

535 Mail Facilities 24

540 Non-Jeopardy Clause 24

541 Membership Rights 25

545 KPEA Professional Leave 25

550 Dues, Fees, Deductions, Continuing Membership 25

553 IRS Section 125 Plan 26

555 Other Deductions 26

560 Conformity to Law 26

565 School Board Agenda 26

575 Bulletin Boards 26

600 NEGOTIATIONS AND GRIEVANCE PROCEDURES

630 Agreement Print Up and Dissemination 27

640 Grievance Procedures 27

TABLE OF CONTENTS (continued)

650 Duration 29

Contract Agreement..... 30

100 CONTRACT DEFINITIONS/COMPENSATION

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, 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: 2003 - 2004

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
1 (A)	34,853	35,964	37,826	39,152	40,480	41,808
2 (B)	35,964	37,826	39,152	40,480	41,808	43,135
3 (C)	37,826	39,153	40,480	41,808	43,135	44,464
4 (D)	39,153	40,480	41,808	43,135	44,464	45,794
5 (E)	40,480	41,809	43,135	44,464	45,794	47,121
6 (F)	41,809	43,135	44,464	45,794	47,121	48,446
7 (G)	43,135	44,483	45,794	47,121	48,446	49,772
8 (H)	45,086	45,794	47,121	48,446	49,772	51,101
9 (I)	46,387	47,121	48,446	49,772	51,101	52,428
10 (J)	47,662	49,068	49,772	51,101	52,428	53,756
11 (K)		50,369	51,101	52,428	53,756	55,082
12 (L)		51,644	53,051	53,756	55,082	56,410
13 (M)			54,090	55,082	56,410	57,738
14 (N)			55,391	56,410	57,738	59,068
15 (O)			56,666	58,360	59,690	61,019
16 (P)				59,661	60,990	62,216
17 (Q)				60,936	62,265	63,516
18 (R)						64,791

Eligible Employees Shall Receive a Step

Additional step for Tier II employees that received a step freeze the 1999-00 school year

Year Two: 2004 - 2005

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
1 (A)	35,550	36,683	38,582	39,935	41,289	42,645
2 (B)	36,683	38,583	39,935	41,289	42,645	43,998
3 (C)	38,582	39,936	41,289	42,645	43,998	45,353
4 (D)	39,936	41,290	42,645	43,998	45,353	46,710
5 (E)	41,289	42,645	43,998	45,353	46,710	48,063
6(F)	42,645	43,998	45,353	46,710	48,063	49,415
7 (G)	43,997	45,373	46,710	48,063	49,415	50,767
8 (H)	45,988	46,710	48,063	49,415	50,767	52,123
9 (I)	47,314	48,063	49,415	50,767	52,123	53,476
10 (J)	48,615	50,049	50,767	52,123	53,476	54,832
11 (K)	49,890	51,376	52,123	53,476	54,832	56,184
12 (L)		52,677	54,112	54,832	56,184	57,539
13 (M)		53,952	55,172	56,184	57,539	58,893
14 (N)			56,499	57,539	58,893	60,249
15 (O)			57,799	59,527	60,884	62,240
16 (P)			59,074	60,854	62,210	63,460
17 (Q)				62,154	63,511	64,787
18 (R)				63,429	64,786	66,087
19 (S)						67,362

Eligible Employees Shall Receive a Step

Year Three: 2005 - 2006

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
1 (A)	36,261	37,417	39,354	40,734	42,115	43,498
2 (B)	37,417	39,355	40,734	42,115	43,498	44,878
3 (C)	39,354	40,735	42,115	43,498	44,878	46,260
4 (D)	40,734	42,116	43,498	44,878	46,260	47,644
5 (E)	42,115	43,498	44,878	46,260	47,644	49,024
6(F)	43,498	44,878	46,260	47,644	49,024	50,403
7 (G)	44,877	46,280	47,644	49,024	50,403	51,782
8 (H)	46,908	47,644	49,024	50,403	51,782	53,166
9 (I)	48,261	49,024	50,403	51,782	53,166	54,546
10 (J)	49,587	51,050	51,782	53,166	54,546	55,928
11 (K)	50,888	52,404	53,166	54,546	55,928	57,307
12 (L)	52,163	53,731	55,194	55,928	57,307	58,689
13 (M)		55,031	56,276	57,307	58,689	60,071
14 (N)		56,306	57,629	58,689	60,071	61,454

15 (O)			58,955	60,718	62,101	63,485
16 (P)			60,256	62,071	63,454	64,729
17 (Q)			61,531	63,397	64,781	66,082
18 (R)				64,698	66,081	67,409
19 (S)				65,973	67,356	68,709
20 (T)						69,984

Eligible Employees Shall Receive a Step

110 SALARY CONDITIONS

- A. All teaching positions shall be filled by certificated personnel.
- B. Initial placement on the salary schedule will recognize a maximum of five (5) full years of contracted public school or accredited teaching experience. Partial years of service will not be recognized for salary schedule placement except as provided for in Alaska statute.
- C. 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.
- D. 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.
- E. 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.
- F. PhD or National Board 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 will receive \$2000 added to annual salary.

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. 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.

Official transcripts must be submitted which give evidence of an earned Bachelor's degree and qualification for a teaching certificate. A copy of the teacher's current teaching certificate must accompany the official transcripts. Placement on the salary schedule will be determined by the date of the earned teaching certificate irrespective of the degree earned. 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).

No retro-active adjustments will be made.

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. 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-seven (37) 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.

200 INSURANCE

210 HEALTH CARE

The District health care program is primarily self-funded. Program costs reflect actual expenditures based on administrative expenses and actual claims experience.

A health care cost committee shall determine and control benefits, co-payments and cost-saving measures for all District employees covered by the program during the term of this agreement. KPEA will be entitled to representation on this committee of three Association representatives. In no event will this bargaining unit have fewer members than any other bargaining unit.

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 fund the health care program on a 12-month basis with contributions of:

FY04 \$587.50 per eligible employee per month
FY05 \$637.50 per eligible employee per month
FY06 \$662.50 per eligible employee per month

Eligible District employees will fund the health care program on a 12-month basis with co-payments of:

FY04 \$75 per eligible employee per month.
FY05 \$75 per eligible employee per month
FY06 \$75 per eligible employee per month

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 co-pay portion, and finally, the district portion.

The health care cost committee will convene by October 1, 2003, with the following charge:

Choose between the following options, (or others, as defined by the committee, to aid in controlling or paying health care costs) assuming the District contribution remains constant:

- a) Status quo
- b) Reduce coverage to remove/reduce co-pay
- c) Establish dependent charge to cover/reduce cost of co-pay

To assist with this process, a maximum of \$20,000 shall be allocated to the health care committee in reaching/determining its conclusion.

For the purpose of this decision, membership would include affected groups with voting to reflect their percentage of the total pool, but could vote their share proportionally.

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 insurance increases.

Expenditures in excess of available health care cost account reserves shall be borne equally between the District and all eligible employees.

A determination of any additional employee and/or dependent co-payment shall be made annually, in May for the subsequent year.

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 benefit 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

A. 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 duty, first-aid rendered, or through supervision of extracurricular activities, shop supervision and physical education activities shall be specific items contained in the policy.

B. Worker's Compensation

1. 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).
2. 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.
3. The employee has two compensation options during any absence in conjunction with a work-related injury.
 - a. 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.
 - b. 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.
4. An employee on worker's compensation shall accrue all leave benefits available for that position.

C. 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.

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. All employees will complete and have on file in the Accounting Office a listing of beneficiaries.

- C. Ten thousand dollars (\$10,000) of term insurance shall be provided for the spouse of the employee at no additional cost to the employee. It is the employee's responsibility to sign and return the application card. 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.

300 LEAVES

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. Leave days granted for work-related activity at the direction of the Administration shall not affect instructional leave.

Leave not used by employees shall be placed into an instructional leave bank, not to exceed 150 days.

The instructional leave bank will provide 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 pursue professional development in the form of attending or presenting at educational conferences, observing or collaborating with other teachers, and participating in non-district educational work such as professional association work (excluding labor association). Requests for days from the bank must have prior approval from the building administrator. The days in the leave bank will be approved on a first come, first served basis until the days are depleted. 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. Applications to the instructional leave bank shall be completed by the employee and forwarded to the KPEA President at least thirty (30) days in advance of the leave. If unforeseen circumstances arise, the thirty day requirement may be waived.
- B. Completed applications in accordance with instructional leave bank rules will be forwarded to the KPEA Executive Board, for their review and recommendation.
- C. Applications will be forwarded to the District Instructional Team for action. Should the District and KPEA not agree, no action will be taken until consensus can be reached.
- D. A copy of the final action shall be sent to the employee and KPEA. 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.

310 CAREER DEVELOPMENT

The Career Development program shall be funded 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.

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 two (2) days per year may be cashed in. The value of each day will be equivalent to the teacher's per diem. Teachers formally retiring from the teaching profession with vested service in the Alaska Teacher's Retirement System shall 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.

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 fifteen (15) days of the unused personal day.

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 study (including study in another area of specialization), travel, or for other reasons of value to the District. Sabbatical leave shall be granted subject to the following conditions:

A. Sabbatical leave shall be granted on the basis of criteria established by the Board and KPEA and such leave is subject to approval by the Board and KPEA. The School Board reserves the right to pay the recipient in terms of compensation, or payments of benefits, and the recipient reserves the right to accept and/or reject the terms of the sabbatical leave.

B. Requests for sabbatical leave must be received by the Superintendent, in writing, no later than February 1, in such form as may be mutually agreed upon by the Association and the Superintendent. Action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

C. An applicant must have completed at least seven (7) full years of service in the District.

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.

E. Payment into the retirement fund shall be made on the basis of full salary and the funds for such payment shall be paid by the teacher or as mutually agreed upon between the teacher and the School Board.

F. A faculty council, appointed by the KPEA, of five (5) teachers with one (1) member from the Administration, may make the recommendation for sabbatical leave applicants to the Superintendent.

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 ACC 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. 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 sick leave to attend a funeral or memorial service.
- 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 three (3) days of sick leave per incident shall be granted to a teacher in the event of critical illness or accident requiring hospitalization or temporary confinement in his/her immediate family.
- 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. In the event of serious illness in the immediate family, a maximum leave of five (5) school days for travel within the State or a maximum leave of ten (10) school days for travel outside of the State shall be granted when substantiated by a statement from a licensed physician or practitioner.
- H. All leaves contained in this section shall be subtracted from the teacher's sick leave allowance.
- I. For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, brother, sister, guardian, and ward.
- J. Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.
- K. No past decisions regarding sick leave will be considered as precedent.
- L. In the event of death in the immediate family, a maximum leave of five (5) school days for travel within the State or a maximum leave of ten (10) school days for travel outside of the State shall be granted. Bereavement leave must be taken within thirty (30) days of the death of the immediate family member.

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

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.

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.
- F. Withdrawal requests of one (1) or more days shall be based on 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.

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 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 PAID MILITARY LEAVE

Regular School District employees who are duty bound to answer a call for temporary military service with the National Guard or any other military organization of the United States shall receive their regular salary less any payments received for their military service, but such military service may not exceed two weeks in any school year.

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.

400 CONDITIONS OF EMPLOYMENT

405 ADDITIONAL EDUCATIONAL EMPLOYMENT

When teaching personnel request an extended contract that is deemed necessary by the local administrator, that local administrator may request an extended contract for those teachers. The decision to grant an extended contract shall be made by the Superintendent, with reference to building recommendation and the building budget. The teacher may accept or reject the contract. Requests for extended contracts must be made on the appropriate form.

The salary for an extended contract shall be computed using the teacher's per diem rate. The salary for any other additional employment shall be paid at the teacher's per diem rate.

EXCEPTIONS:

Teachers involved in the Community Schools Program may agree to special contracts.

Upon agreement between the teacher and the School District, teachers may be contracted for special projects. Such contracts shall be strictly 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, length of service in the particular school building, 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 Sec. 14.20.148 Compiled School Laws of Alaska. 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 1. On that date all transfer requests for the ensuing year will become null/void. Between August 11 and the beginning of the school year individuals may apply for positions which are open. Interviews will be granted, and transfers shall be made based on decisions made by the building administrators and Human Resources. After October 1, a teacher may initiate a new transfer request for any given opening for the following school year.

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. In requesting a transfer, the tenured teacher shall be granted an interview by the receiving principal. The receiving school principal's recommendation after an interview with the applicant may be considered by the Superintendent. 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 between 11:00 a.m. and 1:00 p.m., 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 representatives of KPEA, and 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.

436 TEACHER INVOLVEMENT IN SELECTION OF ADMINISTRATION

When there is mutual agreement between involved administrators and teachers, there may be teacher committee input into the selection of supervisory personnel and building administrators.

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. Building files for all tenured teachers will be destroyed when the administrator is no longer employed at that site.

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;

1. Time spent on unpaid leave, lay-off, or on paid leave shall count towards seniority for the purpose of determining seniority for RIF.
2. 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.
3. Seniority of part-time teachers shall be treated as if the teachers have been employed on a full-time basis.
4. 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:

1. Fails to provide the District with a current address.
2. 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.
3. 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.

465 TEACHER CONTRACTS

Teachers whose employment is expected to be more than nineteen (19) days in the same position shall be issued a contract. If the teacher is offered a contract subsequent to the nineteen (19) days, the terms of the contract shall be retroactive to the date of initial hire.

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 normal workday for full-time teachers or other certificated personnel begins thirty (30) minutes before the instructional day and ends thirty (30) minutes after the conclusion of the instructional day unless an equivalent arrangement is made at the building. The workday may be extended for scheduled professional responsibilities up to a maximum of two (2) hours per month.

It is the intent of both parties that teachers will make every effort to participate in previously scheduled evening activities. If extenuating circumstances preclude attendance, the principal will be so notified in a timely manner.

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 regular elementary teachers in the inclusion model.

In recognition of the importance of both class size and the inclusion model, a teacher whose class size exceeds appropriate levels (per current formula guidelines) either in pure numbers or by a disproportionate number of students requiring an IEP, the teacher may request a meeting with supervisory personnel and/or the shared decision-making team for the purpose of seeking feasible alternatives. Should satisfactory resolution not be reached at the building level, the teacher may appeal to the Superintendent for resolution. A meeting will be scheduled as soon as possible after receipt of such request; it must take place no more than thirty (30) days after receipt of the request.

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 TEACHER RETENTION

Non-tenured teachers must be notified of non-retention prior to May 15. 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 procedure and the requirements of State Law and the Regulations of the Department of Education.

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 prior observations by the evaluator. 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 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. This NEA leave, in accordance with B below, shall be that granted to State officers and to members of committees and commissions as requested by the State or National Associations. The unused leave will be allowed to accumulate from year to year to facilitate negotiation years.

B. NEA Leave

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. 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.
- B. Repayment of such dues/fees shall be deducted from members in nine (9) monthly payments commencing with the September payroll as directed by the Association.
- C. 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 15.
- D. The Association will supply the District with the authorization forms of teachers for continuing dues/fees deductions.
- E. 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.
- F. 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.
- G. 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.

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.

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.

600 NEGOTIATIONS AND GRIEVANCE PROCEDURES

630 AGREEMENT PRINT UP AND DISSEMINATION

Within sixty (60) days of ratification of the Agreement by both parties, the District shall print (at the District's expense) and disseminate to all Building Reps. and Association Officers copies of the agreement.

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

The District will post a copy of the agreement on the District's web page within the same sixty (60) days.

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

Step 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 eight (8) 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 four (4) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 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 six (6) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her official designee. 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.

Step III – Board Step

If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within six (6) days after presentation of the grievance, then the grievance may be referred to the School Board, within six (6) 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.

Step IV – Binding Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Step III by the School Board, the Association can submit the grievance to arbitration before an impartial arbitrator. 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 borne 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, 2003 until June 30, 2006.

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:

Hans Bilben, President
Kenai Peninsula Education Association

Date: _____

Joseph Arness
Kenai Peninsula Borough School District

Date: _____

Memo To: Members, Board of Education

From: Gary Whiteley, Ed. D.
Assistant Superintendent of Instruction

Date: March 18, 2003

Re: Policy Adoption, First Reading
BP 5145.31 - Students in Transition (Homelessness)

The attached school board policy will provide for children and youth in transition the support system as specified in the McKinney-Vento Act.

Although exhibits do not require action by the Board, E 5145.31 is also attached for your review.

The administration recommends approval of BP 5145.31.

ds

Attachments: BP 5145.31
E 5145.31

BP 5145.31

Students

STUDENTS IN TRANSITION (HOMELESSNESS)

The Kenai Peninsula Borough School Board believes that all children and youth including those in transition (homeless) are entitled to a free and appropriate public education. These children in transition will be given a full opportunity to meet state and local academic achievement standards and will be included in state and district assessments. KPBSD schools will ensure that children and youth in transition are free from discrimination, segregation and harassment. KPBSD will provide for children and youth in transition the support system as specified in the McKinney-Vento Act.

Students**STUDENTS IN TRANSITION (HOMELESSNESS)**

Homelessness exists within the Kenai Peninsula Borough School District. A combination of high housing costs, availability of affordable housing and poverty causes many families to lose their housing. Many young people leave their homes due to abuse, neglect and family conflict. Children and youth who have lost their housing live in a variety of places, including motels, shelters, shared residences, transitional housing programs, cars, campgrounds and others. Their lack of permanent housing can lead to potentially serious physical, emotional and mental consequences. KPBSD will ensure that all children and youth receive a free appropriate public education and are given meaningful opportunities to succeed in school. KPBSD will also follow the requirements of the McKinney-Vento Act.

It is the policy of KPBSD to view children as individuals. Therefore, this policy will not refer to children as “homeless”; it will instead use the term “children and youth in transition.” Under federal law, children and youth in transition must have access to appropriate public education, including preschool, and be given a full opportunity to meet state and local academic achievement standards. They must be included in state- and district- wide assessments and accountability systems. KPBSD schools will ensure that children and youth in transition are free from discrimination, segregation and harassment.

Information regarding this policy will be: distributed to all students upon enrollment and once during the school year; provided to students who seek to withdraw from school; and posted in every district school, as well as other places where children, youth and families in transition receive services, including family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments, health departments and other social service agencies.

Definitions

- *Children and youth in transition* means children and youth who are otherwise legally entitled to or eligible for a free public education, including preschool, and lack a fixed, regular, and adequate nighttime residence, including:
 - children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, camping grounds or trailer parks due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
 - children and youth who have a primary nighttime residence that is a private or public place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - children and youth who are living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting; and
 - migratory children and youth who are living in a situation described above.

A child or youth shall be considered to be in transition for as long as he or she is in a living situation described above.

Unaccompanied youth means a youth not in the physical custody of a parent or guardian, who is in transition as defined above. The more general term *youth* also includes unaccompanied youth.

Enroll and *enrollment* mean attending school and participating fully in school activities.

Immediate means without delay.

Parent means a person having legal or physical custody of a child or youth.

School of origin means the school the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.

Liaison is the staff person designated by KPBSD as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Act.

Identification

In collaboration with school personnel and community organizations, the liaison will identify children and youth in transition in KPBSD, both in and out of school. The liaison will train school personnel on possible indicators of homelessness, sensitivity in identifying families and youth as in transition, and procedures for forwarding information indicating homelessness to the liaison. The liaison will also instruct school registrars and secretaries to inquire about possible homelessness upon the enrollment and withdrawal of every student, and to forward information indicating homelessness to the liaison. Community partners in identification may include: family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions and legal services.

The liaison will keep data on the number of children and youth in transition in KPBSD, where they are living, their academic achievement (including performance on state- and district-wide assessments), and the reasons for any enrollment delays, interruptions in their education or school transfers.

School Selection

Each child and youth in transition has the right to remain at his or her school of origin, or to attend any school that houses students who live in the attendance area in which the child or youth is actually living are eligible to attend. Maintaining a student in his or her school of

origin is important for both the student and KPBSD. Students who change schools have been found to have lower test scores and overall academic performance than peers who do not change schools. High mobility rates have also been shown to lower test scores for stable students. Keeping students in their schools of origin enhances their academic and social growth, while permitting schools to benefit from the increased test scores and achievement shown to result from student continuity.

Therefore, in selecting a school, children and youth in transition shall remain at their schools of origin to the extent feasible, unless that is against the parent's or youth's wishes. Students may remain at their schools of origin the entire time they are in transition, and until the end of any academic year in which they become permanently housed. The same applies if a child or youth loses his or her housing between academic years.

Feasibility shall be a child-centered determination, based on the needs and interests of the particular student and the parent's or youth's wishes. Potential feasibility considerations include:

- Safety of the student;
- Continuity of instruction;
- Likely area of family's or youth's future housing;
- Time remaining in the academic year;
- Anticipated length of stay in temporary living situation;
- School placement of siblings; and
- Whether the student has special needs that would render the commute harmful.

Services that are required to be provided, including transportation to and from the school of origin (see below) and services under federal and other programs, shall not be considered in determining feasibility.

Enrollment

Consistent, uninterrupted education is vital for academic achievement. Due to the realities of homelessness and mobility, students in transition may not have school enrollment documents readily available. Nonetheless, the school selected for enrollment will immediately enroll any child or youth in transition. Enrollment will not be denied or delayed due to the lack of any document normally required for enrollment, including:

- Proof of residency;
- Transcripts/school records (The enrolling school will contact the student's previous school to obtain school records. Initial placement of students whose records are not immediately available will be made based on the student's age and information gathered from the student, parent and previous schools or teachers.);
- Immunizations or immunization/health/medical/physical records (If necessary, the school will refer students to the liaison to assist with obtaining immunizations and/or immunization and other medical records. Health records may often be obtained from previous schools or state registries, and school- or community-based clinics can initiate immunizations when needed.);
- Proof of guardianship;
- Birth certificate;
- Any other document requirements;
- Unpaid school fees;
- Lack of uniforms or clothing that conforms to dress codes; and
- Any factor related to the student's living situation.

Unaccompanied youth must also be immediately enrolled in school. They may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling or liaison.

Transportation

Without appropriate transportation, a student may not be able to continue attending his or

her school of origin. To avoid such forced school transfers, at a parent's request, transportation shall be provided to and from the school of origin for a child or youth in transition. Transportation shall be provided for the entire time the child or youth has a right to attend that school, as defined above, including during the pendency of disputes. The liaison shall request transportation to and from the school of origin for unaccompanied youth. The length of the commute will only be considered in determining the feasibility of placement in the school of origin based on potential harm to the student, as discussed above. Parents and unaccompanied youth will be informed of this right to transportation before they select a school for attendance.

Schools and the liaison shall use district transportation procedures to process requests. Requests shall be processed and transportation arranged without delay. If the student in transition is living and attending school in KPBSD, KPBSD shall arrange transportation. If the student in transition is living in this district but attending school in another, or attending school in this district but living in another, KPBSD will coordinate with the other district to determine who must arrange transportation. It is this district's policy that inter-district disputes shall not result in a student in transition missing school. If such a dispute arises, this district will arrange transportation and immediately bring the matter to the attention of the State Coordinator for the Education of Homeless Children and Youth.

In addition to receiving transportation to and from the school of origin upon request, children and youth in transition shall also be provided with other transportation services comparable to those offered to housed students.

Services

Children and youth in transition shall be provided services comparable to services offered to other students in the school selected, including:

- Transportation (as described above);

- Title I (as described below);
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- Vocational and technical education programs;
- Gifted and talented programs;
- School nutrition programs; and
- Before and after school programs.

KPBSD recognizes that children and youth in transition suffer from disabilities at a disproportionate rate, yet frequently are not evaluated or provided appropriate special education and related services. To address this problem, evaluations of children and youth in transition suspected of having a disability shall be given priority and coordinated with students' prior and subsequent schools as necessary, to ensure timely completion of a full evaluation. When necessary, KPBSD shall expeditiously designate a surrogate parent for unaccompanied youth suspected of having a disability. If a student has an Individualized Education Program (IEP), the enrolling school shall immediately implement it. Any necessary IEP meetings or re-evaluations shall then be conducted expeditiously. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services. In all cases, the goal will be to avoid any disruption in appropriate services.

When applying any district policy regarding tardiness or absences, any tardiness or absence related to a child's or youth's living situation shall be excused. Our school district will follow state procedures to ensure that youth in transition and youth who are out of school are identified and accorded equal access to appropriate secondary education and support services. School personnel shall refer children and youth in transition to appropriate health care services, including dental and mental health services. The liaison will assist the school in making such referrals, as necessary.

School personnel must also inform parents of all educational and related opportunities available to their children and provide parents with meaningful opportunities to participate in their children's education. All parent information required by any provision of this policy must be provided in a form, manner and language understandable to each parent.

Disputes

If a dispute arises over any issue covered in this policy, the child or youth in transition shall be immediately admitted to the school in which enrollment is sought, pending final resolution of the dispute. The student shall also have the rights of a student in transition to all appropriate educational services, transportation, free meals and Title I services while the dispute is pending.

The school where the dispute arises shall provide the parent or unaccompanied youth with a written explanation of its decision and the right to appeal and shall immediately refer the parent or youth to the liaison. The liaison shall ensure the student is enrolled in the school of his or her choice and receiving other services to which he or she is entitled and shall resolve the dispute as expeditiously as possible. The parent or unaccompanied youth shall be given every opportunity to participate meaningfully in the resolution of the dispute. The liaison shall keep records of all disputes in order to determine whether particular issues or schools are repeatedly delaying or denying the enrollment of children and youth in transition.

The parent, unaccompanied youth or school district may appeal the liaison's decision as provided in the state's dispute resolution process.

Free meals

Hunger and poor nutrition are obvious barriers to learning. To help ensure that children and youth in transition are available for learning, the U.S. Department of Agriculture has

determined that all children and youth in transition are automatically eligible for free meals. On the day a child or youth in transition enrolls in school, the enrolling school must submit the student's name to KPBSD nutrition office for immediate processing.

Title I

Children and youth in transition are automatically eligible for Title I services, regardless of what school they attend. The trauma and instability of homelessness puts students at sufficient risk of academic regression to warrant additional support. KPBSD shall reserve such funds as are necessary to provide services comparable to those provided to Title I students to children and youth in transition attending non-participating schools. The amount reserved shall be determined by a formula based upon the per-pupil Title I expenditure and developed jointly by the liaison and the Title I coordinator. Reserved funds will be used to provide educationally related support services to children and youth in transition, both in school and outside of school, and to remove barriers that prevent regular attendance.

Children and youth in transition shall be assessed, reported on and included in accountability systems, as required by federal law and U.S. Department of Education regulations and guidance.

Training

The liaison will conduct training and sensitivity/awareness activities for KPBSD relevant school personnel and central office personnel. The trainings and activities will be designed to increase staff awareness of homelessness, facilitate immediate enrollment, ensure compliance with this policy, and increase sensitivity to children and youth in transition.

The liaison shall also obtain from every school the name and contact information of a building liaison. Building liaisons will lead and coordinate their schools' compliance with this policy and will receive training from KPBSD liaison annually.

Coordination

The liaison shall coordinate with and seek support from the State Coordinator for the Education of Homeless Children and Youth, public and private service providers in the community, housing and placement agencies, the pupil transportation department, liaisons in neighboring districts and other organizations and agencies. Coordination will include conducting outreach and training to those agencies and participating in the local continuum of care, homeless coalition, homeless steering committee, and other relevant groups. Both public and private agencies will be encouraged to support the liaison and our schools in implementing this policy.

Preschool

Preschool education is a very important element of later academic success. Children in transition have experienced many difficulties accessing preschool opportunities. To facilitate preschool enrollment and attendance, the provisions of this policy will apply to preschools. KPBSD will ensure that children in transition receive priority enrollment in KPBSD preschool programs, including exempting children in transition from waiting lists.

Children in transition with disabilities will be referred for preschool services under the Individuals with Disabilities Education Act (IDEA). Children in transition under age three will be referred for at-risk services under Part C of IDEA and screened to determine if referrals for additional Part C services are appropriate. The liaison will collaborate with Head Start and Even Start programs and other preschool programs to ensure that children in transition can access those programs.

References:

The McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§11431 – 11436.

Title I, Part A of the Elementary and Secondary Education Act, 20 U.S.C. §§6311 – 6315.

The Individuals with Disabilities Education Act, 20 U.S.C. §§1400 *et seq.*

April 6, 2002 Policy of the Child Nutrition Division of the U.S. Department of Agriculture.

June 5, 1992 Policy of the Administration for Children and Families of the U.S. Department of Health and Human Services.

04/03