

NEGOTIATED AGREEMENT

between

THE LOWER KUSKOKWIM SCHOOL DISTRICT

and

THE LOWER KUSKOKWIM ADMINISTRATIVE ASSOCIATION

July 1, 2016 through June 30, 2019

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ARTICLE I – DEFINITIONS

- A. Tenure: Site Administrator's only obtain tenure rights as a teacher.
- B. Waiver: A temporary written agreement between the Association and the Board allowing a deviation from portions of the Negotiated Agreement. Executed copies of such to be filed with the Superintendent and the LKAA President. It is recognized by both parties that the Superintendent has the authority to request and/or execute a waiver on behalf of the Board and the LKAA President has the authority to request and/or execute a waiver on behalf of the LKAA.
- C. Web Site: <http://www.lksd.org/index.html>
- D. Board: Lower Kuskokwim School District Regional School Board
- E. Association: Lower Kuskokwim Administrators Association
- F. Contract year: August 1 through July 31
- G. Provide: To furnish.
- H. Annual Contract 215 days, except as set forth in Article XX.

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ARTICLE II

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ASSOCIATION RECOGNITION

The Board recognizes the Lower Kuskokwim Administrative Association as the exclusive bargaining agent for the Administrators covered by this Agreement. Administrators covered by this Agreement shall be those in the positions of Site-Administrator and Assistant Site Administrator.

Challenges to the Association's rights, obligations and status as the exclusive bargaining agent shall be made in accordance with the Public Employment Relations Act.

ARTICLE III
NEGOTIATIONS

A. Inaugurating Negotiations

1. Either party may initiate negotiations after October 15th of the school year in which the contract expires. Written notice of intent to commence negotiations shall be submitted either by the Association through the Superintendent to the Board or from the Board through the Superintendent to the Association.
2. A mutually satisfactory time and place for the first meeting shall be agreed upon in writing within ten (10) days of receipt of the request to negotiate.
3. At the first meeting the teams shall establish the locations and initial dates of the negotiation sessions. The parties will exchange proposals at this first meeting. The initial date for the first negotiation session will be within twenty (20) days of the exchange of proposals.

B. Negotiation Ground Rules

1. Negotiation teams shall be limited to five members. Consultants may be used by either party.
2. Informal note taking is permissible at any negotiation session. Negotiation sessions may not be recorded.

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3. The time and place of all negotiated sessions must be mutually agreed to by both parties.
4. Prior to and during negotiations, all public information is to be available to either party upon request.
5. Prior to the time of agreement or impasse, any statement issued to the public is to be jointly issued or approved by the other negotiation team.
6. Any agreement reached through the aforementioned procedure shall be reduced to writing, and if ratified by the Board and the Association, shall be signed by the properly designated officers of the Board and of the Association. Both parties shall ratify or reject the agreement within ninety (90) days of the conclusion of negotiations.
7. In the event that negotiations occur, by mutual consent during the term of this agreement that alter a portion or portions of the Agreement to be effective prior to its expiration date, such amendments shall become a part of the agreement.
8. All negotiations shall be carried out in good faith, with an honest, continuing effort being made to reach agreement.

C. Mediation

1. If an impasse is declared, either party may request mediation.

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2. Upon declaration of an impasse and a request for mediation, the parties shall immediately exchange a list of at least three names as proposed mediators. The parties shall meet to determine whether a mutual agreement can be reached on the selection of a mediator. If a mediator is selected by mutual agreement, the mediator shall designate meeting times and places which are convenient and acceptable to all parties.
3. If the parties fail to select a mediator by mutual agreement, then they shall request mediation pursuant to the Public Employment Relations Act.

D. Advisory Arbitration

If an agreement is not reached after the parties have exhausted efforts to mediate the impasse, then either party may request advisory arbitration pursuant to the Public Employment Relations Act.

E. Costs of Mediation and Arbitration

The parties shall each be responsible for one-half of the cost of any mediation or arbitration services requested under this Article.

ARTICLE IV

DURATION

This Agreement, which expressly supersedes the provisions of any previous negotiated agreement, is the sole and complete agreement between the parties. This Agreement shall be effective July 1, 2016 and shall continue in full force and effect until June 30, 2019.

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ARTICLE V
DISTRIBUTION

The Board shall distribute copies of this Agreement to all members of the bargaining unit. In addition, the Board shall post on the District wide web page.

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ARTICLE VI

CONFORMITY TO LAW AND REGULATION

If any provisions of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction or contrary to the Department of Education Regulations by the Commissioner, such provisions or application shall not be deemed valid or enforceable, except to the extent permitted by law or regulation, but all other provisions or applications shall continue in full force and effect. The parties to this Agreement shall meet not later than ten (10) days following such holding and shall negotiate to remedy the original intent within the parameters established by law or Regulation.

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ARTICLE VII
THE USE OF
DISTRICT INTER-SCHOOL COMMUNICATIONS
FACILITIES & EQUIPMENT

A. Inter-School Communication

The Association shall have the use of the inter-school communication system, for communication with Administrators. The Association further agrees that all Association-originated communications shall be distributed by an Association representative, and that any postage required for Association communications be provided by the Association.

B. District Facilities & Equipment

1. The Association shall be permitted reasonable use of District facilities when not otherwise needed for school use. The Association shall be permitted without charge to use school buildings for its meetings. The local school administrator shall be notified twenty-four (24) hours in advance of the time and place of all such meetings.
2. The Association shall be permitted reasonable use of school computers, email, internet and other equipment when such equipment is not otherwise in

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use by the District. The Association shall pay for the reasonable cost of all materials and supplies incident to its use of such equipment.

3. The Association shall be permitted to post notices and other materials on designated bulletin boards in school facilities.

ARTICLE VIII
ASSOCIATION LEAVE

- A. The Board shall grant one day of Association leave for each day or portion thereof in which the Board meets in work or regular sessions providing that an Association member attends such meetings and that the Administrator attending would otherwise be on duty.
- B. The Board shall grant each school year, twenty (20) additional days of leave with pay for Administrators to participate in Association business. Request for such leave shall be made in writing and/or email to the Superintendent, and shall include the name(s) of the Administrator to be on Association leave and the specific dates involved.
- C. In the event that an Administrator traveling within the LKSD to attend a Board meeting is prevented from returning to his/her duty station by bad weather conditions, that Administrator shall be granted administrative leave if the Administrator reports for duty to the Superintendent or his/her designee. The same rule shall apply if an Administrator attending a Board meeting as the Association's selected representative remains in a community in which the Board meeting is being held during a recess of such meeting for up to twenty-four (24) hours. However,

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such rule shall not apply if the Administrator in question works in a school located in the community in question.

- D. The Superintendent may grant leave with pay for an Administrator to participate in Association activities other than the above.
- E. The Administrator who will be on Association leave will notify his/her immediate supervisor not less than three days in advance of such leave. This requirement will be waived by the administrative supervisor in case of special Board meetings or other extenuating circumstances which do not allow for such prior notification.

ARTICLE IX

HIRING PRACTICES AND TRANSFERS

A. Automatic Rehiring

All Administrators shall be automatically rehired as certificated employees of the District if not notified of non-retention prior to May 15.

B. Voluntary Transfers

1. Current administrators will be given first consideration on the basis of their experience, employment history, qualifications, including ability to develop and/or implement site level strategic plans, and length of service in the District to transfer to any position within the bargaining unit which at the end of the school year is vacant for the next school year. Such transfer must be in the best interests of the District as determined by the Superintendent.
2. Administrators who have applications for transfer on file with the District shall automatically receive consideration for transfer to a position that becomes vacant during the school year.
3. Should a Site Administrator or Assistant Site Administrator voluntarily relocate after 3 years at the same site to another LKSD school site, reasonable relocation expenses up to \$1500.00 will be reimbursed by the District

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- C. In anticipation of positions coming vacant, Administrators desiring transfers may leave a written application stating this at the Central Office prior to openings becoming available, and such Administrators will be considered automatically without further action on their part.
- D. Site Administrators are assigned three (3) years at a site unless the Superintendent determines it's in the best interest of the educational program to make a transfer. Site Administrators remaining a minimum of three years at a site adds continuity to the educational program and accountability to the site administrator's position.
- E. Involuntary Transfers
 - 1. The Association recognizes that the fulfillment of the Board's legal responsibilities and duties may necessitate involuntary transfers. However, the District shall not arbitrarily or capriciously invoke an involuntary transfer.
 - 2. Procedure for Involuntary Transfer.
 - a. In considering whether or not to involuntarily transfer a Site Administrator, the Superintendent may be made aware of complaints or recommendations of the Advisory School Board regarding the Administrator, that the Superintendent finds are not related to performance criteria within the scope of the Administrators evaluation instrument. In such a case, before the Superintendent makes

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his/her decision the Superintendent will use various methods of conflict resolutions to solve the problems at the site level. The Administrator is entitled to an informal hearing before the Advisory School Board and the Superintendent shall be present. The Administrator may present witnesses and be represented by the Association or someone else of his/her choosing. The hearing shall be in executive session, unless the Administrator requests a public informal hearing.

- b. The Administrator shall receive twenty (20) days written notice prior to the effective date of an involuntary transfer. However, if the Superintendent determines that the continued presence of the Administrator at the site will be detrimental to the educational program, reasonable notice less than twenty (20) days may be given.
- c. The notice shall state the reasons for the transfer. Upon written request, the Administrator is entitled to an informal hearing before the Superintendent to discuss the reasons given.
- d. The hearing before the Superintendent shall not delay the effective date of the involuntary transfer.
- e. The Administrator shall have the right to have any statements or comments contained in his/her personnel file concerning the reasons

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for the transfer expunged, if such reason tends to prejudice the professional reputation of the Administrator and is based on inaccurate or incorrect information obtained from the Advisory School Board or some other source of information outside the formal professional evaluation process provided for in this Agreement.

- f. An Administrator involuntarily transferred within the scope of subparagraph a. above, will be given first consideration to transfer to vacant positions under Article IX, Paragraph B.1. for a period of one year.
- g. Reasonable moving expenses related to the involuntary transfer shall be borne by the District.

F. Issuance of Individual Administrative Contracts

1. Individual Administrator contracts shall be issued by the Board on or before May 15.
2. Individual Administrators contracts shall be returned to the Superintendent within thirty (30) days of receipt of such contract or the offer of employment shall be null and void.
3. Individual Administrator contracts shall include all provisions required by Alaska Statutes and Department of Education Regulations.
4. The individual Administrator contracts will provide for assignment locations. For an individual Administrator contract to be issued with the location left open the provisions of Section E. of this Article must be followed.
5. An Administrator who has a signed contract with the District for the following school year may resign without prejudice or penalty from that contract if such resignation occurs prior to April 1.

G. Reassignment

1. Administrators who have been automatically rehired pursuant to Paragraph A. above, may be reassigned to any certificated position within the District from one school year to the next, whether or not that position is covered by this Negotiated Agreement.

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2. Administrators who are being reassigned to a position not covered by this Negotiated Agreement shall be notified of that reassignment by April 30, and shall be issued a contract for the new position by that date.
3. An administrator reassigned for reasons that are not related to performance criteria within the scope of the Administrators' evaluation instrument, and who has satisfactory evaluations and a satisfactory history as an Administrator, shall not have his/her salary reduced for one school year if the position he/she is reassigned to has a lower salary and is not covered by this Negotiated Agreement. If a site administrator requests that they work a contract less than 215 days, their salary will be reduced accordingly by their daily rate.
4. However, if the reassigned Administrator's contract for the next school year is issued pursuant to Paragraph 3 above, and after the contract is offered the Superintendent becomes aware of information relating to the Administrator's performance between the date of the signed contract and June 30, which renders Paragraph 3 inapplicable, the offered contract shall be void and the Superintendent shall immediately issue a new contract not covered by Paragraph 3 or take action pursuant to Article XV.

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ARTICLE X

PAYROLL DEDUCTION OF MEMBERSHIP FEES

A. Membership Dues.

1. The Board shall deduct annual Association dues from the November pay of any and all Administrators who have authorized such a deduction. A signed Association membership form shall include a statement that said deduction shall continue from year to year without further authorization unless revoked consistent with the terms of paragraph 2 below.
2. If the form is submitted after November 1, the dues shall be deducted from the next monthly payroll. These deductions as revised annually pursuant to paragraph 3 below shall continue from year to year without further authorization from the Administrator except that Administrators may revoke their authorization as of September 1 of any calendar year by giving written notice to that effect by September 30, of that year. If for any reasons, excepting death, or leave of absence due to illness, employment is terminated, amounts still owed under the authorization shall be deducted from the Administrator's final pay.

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3. The Association president shall inform the District, in writing, by September 1, of each year of any changes in annual united Administration profession dues.
4. The amount deducted shall be promptly remitted to the Association.

B. Save-Harmless

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability against the District which arise out of the District compliance with this provision. The District shall notify and tender the defense to the Association within fifteen (15) days of receiving any complaint regarding enforcement of this provision. If the District fails to notify the Association within fifteen (15) days, the Association obligation under this provision shall be void.

ARTICLE XI
ADMINISTRATORS EVALUATION

The Board shall adopt an administrator evaluation system in accordance with the requirements of AS 14.20.149 and supporting regulations. Administrators will be evaluated in accordance with the Board adopted evaluation system.

In accordance with AS 14.20.149 paragraph 7(d), once each year, the District will provide training to Site Administrators on the evaluation document, the standards being used for evaluation and procedures for evaluation. Training will also be provided on the expectations of Site Administrators as laid out in the Site Administrator Job Description.

The District agrees to review the evaluation document and Job Description on a three-year cycle beginning in 2011-2012 with a committee including at least two Site Administrators as representatives.

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ARTICLE XII

LEAVES

Except as specified below, an Administrator shall request leave from his/her immediate supervisor not less than seven (7) days in advance. The request shall be in writing, setting forth the type of leave requested. The supervisor shall respond in writing within three (3) days of receipt of the request. For additional leave information consult with the Personnel Office for information on the Family Medical Leave Act.

A. Compensated Leaves

1. Sabbatical Leave

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

- a. The Board shall continue to pay the District's portion of the Administrator's retirement contribution to the Alaska Teacher's Retirement System for the duration of the Administrator's sabbatical.
- b. By September 30 of the sabbatical year, the Board shall pay whatever expenses and/or stipend have been mutually agreed to through the sabbatical application process.
- c. Administrators on sabbatical leave shall be entitled to the same health benefits afforded other administrators.

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2. Sick Leave

Sick leave shall be utilized only for illness of the Administrator, or for illness in the Administrator's immediate family residing in the household or for illness of other regular household members. For purposes of this paragraph, "immediate family" is defined as the Administrator's child; spouse; parent; and those individuals in an exclusive, financially interdependent, spousal equivalent relationship with the Administrator. The term "child" includes the Administrator's biological, adopted, or foster child; step child; or legal ward; and the Administrator's minor children not residing in the Administrator's household.

It shall not be utilized for routine dental and physical examinations, except that one (1) day of sick leave may be utilized for purposes of acquiring a physical examination required for initial employment. Yearly accumulation of sick leave shall be available as of the first contract day of the school year, provided that any Administrator who does not complete his/her contract will have any excess payment made for used sick leave beyond that accrued deducted from his/her final pay.

Administrators required to leave site due to illness as set forth above, shall notify the Superintendent or his/her designee at the earliest possible time in writing, stating the anticipated starting time and duration of such sick leave,

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the reason for requesting the sick leave (i.e. doctor's appointment), and the name of the certificated staff member appointed or to be appointed by the Site Administrator as the Acting Administrator during such absence. Off site sick leave shall not be utilized in conjunction to school vacation periods unless the leave allows the Administrator to minimize the amount of instructional time lost for medically necessary procedures.

3. Emergency Leave

The Board agrees to grant a maximum of ten (10) days leave for death or serious illness in the immediate family or among members of one's regular household chargeable to sick leave. An additional two (2) days leave for travel purposes shall be granted to village Administrators. For purposes of this item one's immediate family includes an Administrator's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent, brother or sister. Additional emergency leave for family crises may be granted by the Superintendent on a case by case basis, chargeable to sick and/or personal leave.

Administrators leaving site on emergency leave shall notify the Superintendent or his/her designee at the earliest possible time. For site Administrators, such notification shall include the name of the certificated staff member at site who has been appointed by the Administrator as acting

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Administrator during such absence. In the event that an Administrator is aware in advance that off-site emergency leave benefits will be needed, it shall be the duty of the Administrator to notify the Superintendent or his/her designee as far in advance as possible in writing of the anticipated time and duration of such emergency leave, and the reason for requesting such leave.

4. Court Leave

- a. The Administrator shall be granted leave with pay as provided in 4 AAC 09.020(b).
- b. If an Administrator is required to appear in court as a defendant as a result of an on the job occurrence the Board agrees to provide the Administrator administrative leave for the court appearance(s). In the event that the Administrator is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

5. Maternity Leave

An administrator shall be granted maternity leave upon request for a period not to exceed a total of twelve (12) weeks to be taken immediately before and/or immediately following delivery. This leave shall be charged first to sick leave and then to leave without pay.

6. Paternity Leave

An Administrator shall be granted upon request five (5) days leave to be with his partner near the time of delivery. Such leave shall be charged first to sick leave and then to leave without pay.

7. Military Training Leave

An Administrator who is a member of a reserve component of the U.S. Armed Forces or National Guard shall be granted leave with pay on all days during which he/she is ordered to training duty. Such leave shall not exceed ten (10) working days in one work year.

8. Personal Leave

Four (4) days of personal leave cumulative to a maximum of ten (10) days shall be available annually to each Administrator, provided further that no more than five (5) consecutive days of personal leave shall be utilized at one time. Personal leave may not be utilized on the first or last working day of

the school year or tandem to a holiday or vacation except in the case of travel delays caused by factors beyond the control of the Administrator.

Prior to June 30, an Administrator may elect to cash out his/her earned personnel leave at the Administrator's current per day salary rate. In view of the ten (10) day limit set forth above, the District will, at the beginning of each contract year, cash out to the Administrator the excess personal leave days he/she has earned. Upon separation from the District, accumulated personal leave to a maximum of ten (10) days, will be bought back by the District. Cash out will be at the Administrator's per day current salary rate.

Administrators who are required to leave site and utilizing personal leave days for that purpose shall notify the Superintendent or his/her designee at the earliest possible time. For site Administrators, such notification shall include the name of the certificated staff member at site who has been appointed by the Administrator to be acting Administrator during such absence. In the event an Administrator is aware in advance that personal leave days will be needed, it shall be the duty of the Administrator to notify the Superintendent or his/her designee as far in advance as possible in writing of the anticipated time and duration of such personal leave.

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9. Administrative Leave

Administrative leave with pay for reasons not specified above, including attendance of an Administrator at professional conferences, may be granted by the Superintendent.

B. Non-Compensated Leave

1. Short Term

The Superintendent may grant leave without pay to an Administrator for emergency, personal, or family business which requires the Administrator's absence. Short-term leave shall not exceed ten (10) days in one work year except in extenuating circumstances. The seven (7) day prior notification requirement shall be waived if such prior notice is not possible.

2. Long Term

a. An Administrator may be granted a leave of absence without pay by the Board during the work year for medical, personal, or educational reasons.

b. An Administrator may be granted leave without pay for the ensuing year for medical, personal, or educational reasons. Written application shall be filed with the immediate supervisor no later than March 1st. The Board shall take action on the request at its regular March meeting and shall notify the Administrator in writing of its

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decision within ten (10) days. Upon expiration of the leave of absence, the Administrator shall be guaranteed an assignment with the District. Unless he/she left at the commencement of educational leave, if that position still exists and if it becomes vacant between March 15th and the beginning of the next school year. Involuntary assignment to a community other than the one from which the Administrator commenced to leave shall be under the conditions of an involuntary transfer.

- C. Approved leaves do not constitute a break in service for retirement purposes or for the maintenance of tenure. Upon return to duty at the expiration of approved leave, sick leave accumulated at the commencement of leave shall be restored. Upon return from approved leave, the Administrator shall be entitled to the same seniority benefits he/she would have been entitled to had he/she not taken leave. Approved leave does not count as a year of service for the purpose of acquiring tenure.

ARTICLE XIII

SICK LEAVE BANK

A. Establishment

1. The Board shall establish a sick leave bank for all LKAA bargaining unit members. Each Administrator new to the District shall be assessed one day of non-refundable sick leave during the first payroll period of employment.
2. In the event that the bank balance falls below one hundred (100) days during the school year, each Administrator shall be assessed an additional non-refundable day up to a maximum of two days per employee in any given school year.

B. Use

1. Sick leave days may be withdrawn from the bank only for the Administrators illness or injury.
2. A request to the Superintendent for withdrawal of sick leave days must be accompanied by a physician's written endorsement.
3. The first twelve consecutive days of illness or injury will not be covered by the bank. A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.

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4. The Administrator may not draw more than twice the number of days of sick leave that the employee has accumulated before the first contract day of school year, to a maximum of 45 sick leave bank days, or twenty-four (24) days whichever is greater

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ARTICLE XIV
REDUCTION IN FORCE

- A. Reduction in force means the reduction in the total number of Administrative positions in the bargaining unit to the point that one (1) or more members of the unit are non-retained because no position is available to them within the unit for the following school year.
- B. The Administrator selected for non-retention under such circumstances shall be the one who meets the following criteria:
- Has the least seniority in the District as an administrator as determined by the Administrator's signed contract acceptance date, and who occupies a position for which a more senior Administrator is qualified. Whether or not that more senior Administrator is so qualified shall be determined by that person's experience, employment history, education, specialty endorsements and program needs. However, no Alaska Native Administrator shall be non-retained pursuant to this Article unless agreed to by the Board.
- C. An Administrator who would not have been selected for non-retention, but is being non-retained to enable the District to retain an Alaska Native Administrator who would otherwise have been non-retained, shall not have his/her salary reduced for

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two school years if the position he/she is reassigned to has a lower salary and is not covered by this Negotiated Agreement.

- D. The notice of non-retention shall be sent to the Administrator selected by the Superintendent pursuant to Paragraph B. above, and to the Association President. The notice shall be sufficient to act as a notice of non-retention under this Agreement (Articles VIII and XV) and A.S. 14.20.175, .180 for any other Administrator who is subsequently determined as the one who should have been selected under Paragraph B. above, whether by reconsideration of the Superintendent or pursuant to a grievance filed based upon that paragraph.
- E. An Administrator may elect to be placed on a non-compensated leave of absence status for the period between the effective date of a non-retention by reason of a reduction in force, and the commencement of the next academic year. If not offered a position with the District before the lapse of such leave, the Administrator may elect to continue his/her leave status for an additional twelve- (12) months.
- F. Administrators on non-compensated leave of absence status because of a non-retention by reason of a reduction in force, shall be given preference for rehire to positions for which they qualify as defined above based on seniority with the District.
- G. In implementing a layoff plan pursuant to AS 14.20.177, the District, for legitimate program reasons, may give priority consideration to Alaska Native Site

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Administrators as long as such consideration is consistent with Alaska law and Title V11 of the 1964 Civil Rights Act.

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ARTICLE XV
PERSONNEL FILES

- A. Permanent Personnel (201) files shall be maintained in the District administrative office. An Administrator's personnel file shall be available for inspection by the Administrator or his/her designee by appointment. No material in the file shall be copied and disseminated for other than District administrative use without the prior written approval of the Administrator. Upon request an Administrator shall be provided copies of his/her 201 file at duplicating cost.
- B. Material which is derogatory to an Administrator conduct, service, character, or personality shall not be placed in his/her file unless the Administrator has had an opportunity to read and respond to the material. Any such response shall become part of his/her permanent personnel file.
 - a. Information entered in a 201 file which is later proven through the grievance procedure to be false will be removed. However, for the purpose of this specific section an Administrator may not grieve the validity of the professional judgment made by a supervisor in the preparation of a written evaluation

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ARTICLE XVI

SUSPENSION, DISMISSAL, NON-RETENTION

Suspension, dismissal, and non-retention action shall be in accordance with A.S. 14.20.170, 14.20.175, and 14.20.180. For purposes of providing reference to those statutory provisions, they are set forth below in their entirety. However, the incorporation into this Negotiated Agreement of those statutory provisions is not intended to, nor does it afford to the Administrator's rights in addition to those contained in those statutory provisions, such as rights to grieve actions taken pursuant to those statutes.

1. Dismissal (A.S. 14.20.170)
 - a. An Administrator, including an Administrator who has acquired tenure rights, may be dismissed at any time for only the following causes:
 - 1) incompetency, which is defined as the inability or the unintentional or intentional failure to perform the Administrator's customary duties in a satisfactory manner;
 - 2) immorality, which is defined as the commission of an act that, under the laws of the State, constitutes a crime involving moral turpitude; or

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- 3) substantial noncompliance with the School Laws of the State, the Regulations or Bylaws of the Department, the Bylaws of the District, or the written rules of the Superintendent.
 - b. An Administrator may be suspended temporarily with regular compensation during a period of investigation to determine whether or not cause exists for the issuance of a notification of dismissal according to A.S. 14.20.180.
 - c. An Administrator who was dismissed under this section is not entitled to a plan of improvement under AS 14.20.149.
2. Non-Retention (A.S. 14.20.175)
 - a. An Administrator who has not acquired tenure rights is subject to non-retention for the school year following the expiration of the Administrator's contract for any cause which the employer determines to be adequate. However, at the Administrator's request, the Administrator is entitled to a written statement of the cause for non-retention. The boards of city and borough school districts and regional educational attendance areas shall provide by regulation or bylaw a procedure under which a non-retained

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Administrator may request and receive an informal hearing by the Board.

b. An Administrator who has acquired tenure rights is subject to non-retention for the following school year only for the following causes:

- 1) The school district demonstrates that (A) the district has fully complied with the requirements of AS 14.20.149 with respect to the tenured Administrator; (B) the Administrator's performance, after completion of the plan of improvement, failed to meet the performance objectives set out in the plan; and (C) the evaluation of the Administrator established that the Administrator does not meet the district performance standards;
- 2) immorality, which is defined as the commission of an act that, under the laws of the State, constitutes a crime involving moral turpitude; or
- 3) substantial noncompliance with the School Laws of the State, the Regulations or Bylaws of the Department, the Bylaws of the District, or the written rules of the Superintendent.

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3. Procedures upon Notice of Dismissal or Non-Retention (AS 14.20.180)
 - a. Before an Administrator is dismissed, the employer shall give the Administrator written notice of the proposed dismissal and a pretermination hearing. A pretermination hearing under this section must comport with the minimum requirements of due process, including an explanation of the employer's evidence and basis for the proposed dismissal and an opportunity for the Administrator to respond. If, following a pretermination hearing, an employer determines that dismissal is appropriate, the employer shall provide written notice, including a statement of cause and a complete bill of particulars, of the decision. The dismissal is effective when the notice is delivered to the Administrator.
 - b. An employer that has decided to nonretain a tenured Administrator shall provide the Administrator with written notice, including a statement of cause and a complete bill of particulars. The notice must comply with AS 14.20.140(a).
 - c. Within 15 days after receipt of a decision of dismissal under (a) of this section or nonretention under (b) of this section, an Administrator may notify the employer in writing that the Administrator is requesting a hearing before the school board

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under (d) of this section or that the Administrator is invoking the grievance procedures under (e) of this section.

- d. Upon receipt of a request for a hearing, the employer shall immediately schedule a hearing and notify the Administrator in writing of the date, time, and place of the hearing. The Administrator may elect to have either a public or a private hearing, and to have the hearing under oath or affirmation. The parties have a right to be represented by counsel and to cross-examine witnesses. The Administrator has the right to subpoena a person who has made statements that are used as a basis for the employer's decision to dismiss or nonretain. A written transcript, tape or similar recording of the proceedings shall be kept. A copy of the recording shall be furnished to the Administrator, for cost, upon request of the Administrator. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing and must contain specific findings of fact and conclusions of law. A copy of the decision shall be furnished to the Administrator within 10 days after the date of the decision. If the school board sustains the dismissal or nonretention, the Administrator may appeal the decision to the

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superior court for judicial review based on the administrative record.

- e. Upon receipt of a notice invoking the grievance procedures, the school board shall immediately schedule an informal hearing and notify the Administrator in writing of the date, time, and place of the hearing. The hearing is for the purpose of reviewing the statement of cause and bill of particulars and not for the purpose of taking evidence. The Administrator may choose whether the informal hearing is held in public or in private. A decision of the school board requires a majority vote of the membership, by roll call. The board's decision shall be in writing. The board shall promptly furnish a copy of the decision to the Administrator. If the board sustains the dismissal or nonretention, the Administrator may, within 15 days after receipt of the decision, give written notice to the school board and submit the matter to arbitration under the rules of the American Arbitration Association. The decision of the arbitrator is final and binding on the school board, the Administrator, and the bargaining organization representing the Administrator, if any. If the school board and the Administrator

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agree, they may waive the informal hearing under this subsection and submit the matter directly to arbitration.

4. Non-Tenured Administrator Procedure Upon Notice of Non-Retention

The informal hearing may be open or closed at the Administrator's request. The Administrator may be represented by counsel and may present and examine witnesses for the purpose of contesting the non-retention. Such witnesses shall be sworn. The Administrator may examine witnesses presented by the District, if any. The Administrator shall advise the District in his/her request for an informal hearing if he/she will be represented by counsel and the names of any witnesses he/she plans to present at the informal hearing. A written transcript, tape, or similar recording of the proceedings shall be kept. Transcribed copies shall be furnished to the Administrator for cost upon his/her request. The vote shall be taken by roll call. Written notice of the Board's decision shall be furnished to the Administrator within ten (10) days of the date of the informal hearing and shall include the basis for the decision.

E. Notification and Due Process

No data should be used in an adverse personnel action against an Administrator unless the Administrator has been notified of the matter in a timely manner and given a reasonable opportunity to improve where practicable and/or appropriate.

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ARTICLE XVII

RIGHTS

The Board shall not discriminate against any administrator on the basis of membership or activities in the Association.

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ARTICLE XVIII
MANAGEMENT RIGHTS

All the functions, rights, powers, and authority of the Board not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Board including the right to make final decisions on policies, and the right to develop and implement both site level and District-wide strategic plans.

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ARTICLE XIX
GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is an allegation that this Agreement, or an individual Administrator's contract has been misinterpreted or violated.
2. A "Grievant" is the Administrator, Administrators, or Association, making the allegation.
3. A "respondent" is the person (s) not covered by this Agreement required to hear and respond to a grievance.
4. A "hearing" is a meeting, beyond Level I, of the grievant, respondent and an Association representative held to identify the facts in the matter and attempt resolution. Each party shall have the right at such hearing to present witnesses, documents and other evidence and arguments it deems necessary to develop facts pertinent to the grievance.

B. Purpose

The purpose of the grievance procedure is to resolve a grievance equitably at the lowest possible administrative level.

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C. General Conditions

1. Every effort will be made to settle grievances at the lowest level possible of the grievance procedure in the quickest manner possible. Time limits shall be considered a maximum unless otherwise extended by mutual consent. A mutual extension shall be automatically agreed to in the case of weather or travel resulted delays beyond the control of the party/parties.
2. If a time deadline set forth in the grievance procedure is exceeded by the grievant, the right to grieve shall have been waived. If a time deadline is exceeded by the respondent, the grievance shall be immediately appeal able to the next level.
3. The time limits for any grievance form, appeal, response, document or other relevant matter shall be determined by either the postmarked mailing date of certified mail or the dating signature of the receiving party if hand delivered.
4. A grievance shall be filed at the lowest possible level where resolution of the grievance might occur.
5. Grievance forms shall be provided by the Board and made available at each school.
6. Documents or pertinent information related to a grievance being processed shall be equally available to the grievant, respondent, and the Association.

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7. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the files shall not be required unless such removal is directed in the grievance decision.
8. Beyond level one, an official written record or tape recording of each hearing shall be kept. Any written record shall be approved in writing by both the grievant and respondent. It shall be the responsibility of the respondent to prepare the written record for approval.
9. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Association so long as the resolution is not inconsistent with the terms of this Agreement. A grievant, upon request, is entitled to Association representation at all levels of the grievance procedure. No administrator will be required against their will to discuss his/her grievance or participate in a hearing without the presence of an Association representative. No grievance may be submitted to arbitration at level three without representation by and approval of, the Association.
10. Should the "hearing" of a grievance require that a Administrator and/or an Association representative be released from his/her regular assignments, he/she shall be released without loss of pay or benefits.

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11. No reprisals shall be taken against any person for participating in the grievance process.
12. Grievance hearings which require the testimony of other staff and/or community members from the site of the grievant shall be conducted at that site unless otherwise agreed to by the parties.

D. Procedure: Level I

1. A grievant shall, upon becoming aware of an act of a misinterpretation, inequitable application, or violation attempt to resolve the differences informally within ten (10) days with the immediate supervisor.
2. If the differences are not resolved informally, the grievant shall prepare a written grievance statement and shall submit it to the immediate supervisor. The Superintendent will provide the Association with a copy of the grievance within twenty (20) days of the unsuccessful attempt for informal resolution, he/she shall have waived his/her right to this procedure.
3. Within ten (10) days of receipt of the grievance, the respondent shall conduct a meeting between himself/herself and the grievant. An Association representative, if requested by the grievant, shall be present.
4. Within ten (10) days of the above mentioned meeting, the respondent shall reply in writing to the grievant and the Association.

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5. If the grievance is not resolved at this level or a written decision is not received within ten (10) days of the meeting, the grievant may process the grievance at Level II.

E. Procedure: Level II

1. The grievant may appeal to the Superintendent or his designee within fifteen (15) days of receipt of the Level I decision or the date on which the decision was due. Upon receipt of the appeal, the Superintendent will provide the Association with a copy if the Association was not present at the Level I hearing.
2. Within ten (10) days of receipt of the grievance appeal the Superintendent shall schedule and conduct a hearing.
3. The Superintendent shall send a written answer to the grievant and the Association no later than ten (10) days after the hearing.
4. A grievance which is based on action taken or not taken by the Board, Superintendent or other Central Office Administrator staff may be filed initially at Level II.
5. If the grievance is not resolved at this level or if a written decision is not received within ten (10) days of the meeting, the Association may process the grievance to Level III.

F. Procedure: Level III

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1. The Association may appeal the Level II decision to arbitration within twenty (20) days of either the receipt of the Level II decision or the date on which the decision was due.
2. The Association shall notify (in writing) the Superintendent of its intent to proceed to arbitration. The Association and the Superintendent shall confer within five (5) days of such notice to attempt to select an impartial arbitrator. If the parties fail to mutually agree to an arbitrator, the Association shall request a list of at least seven (7) names from the American Arbitration Association.
3. As soon as the list is received, the parties or their designated representative shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.
4. The arbitrator shall schedule a hearing on the grievance and after hearing such evidence as the parties desire to present, shall render a written decision. A decision of the arbitrator shall be binding upon the parties.
5. The fee and expenses of the arbitrator shall be borne equally by the Association and the Board.

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ARTICLE XX

SITE ADMINISTRATOR SALARY SCHEDULE:

Step	2016-2017	2017-2018	2018-2019
1	103,040	104,040	105,040
2	104,520	105,520	106,520
3	107,176	108,176	109,176
4	110,725	111,725	112,725
5	113,681	114,681	115,681
6	116,636	117,636	118,636
7	118,408	119,408	120,408
8	120,182	121,182	122,182
9	121,364	122,364	123,364
10	122,548	123,548	124,548
11	123,729	124,729	125,729
12	124,871	125,871	126,871

A.1. For FY 17 Site Administrators in Platinum, Oscarville, and Mekoryuk shall have a 210 day contract; Site Administrators in Toksook Bay, Quinhagak, Kipnuk and Kwethluk shall have a 223 day contract. For FY 18 and beyond, village schools will be in one of three classifications for purposes of contract length. Village schools with ADM below 50 shall have a 212 day contract; village schools with ADM between 50 and 199 shall have a 215 day contract; village schools with ADM of 200 or more shall have a 223 day contract. ADM shall be determined by the Fall OASIS report. Classification placement changes shall occur when the

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ADM is in another classification for two consecutive school years and will go into effect in the following school year.

Site Administrators in Bethel Schools shall have a 215 day contract except that the Site Administrator at BRHS shall have a 225 day contract.

All Assistant Site Administrators shall have a 215 day contract.

A.2. The above Salary Schedule has been established for a 215 day annual contract.

The per day amount calculated pursuant to the Salary Schedule shall be used to calculate the annual salary for 210 day, 212 day, 223 day, or 225 day contracts.

A.3. All Site Administrators and Assistant Site Administrators employed in 2015-2016 who continue for the 2016-2017 school year as an Administrator shall receive a \$1,000 bonus, payable in a lump sum on the August pay check.

B. For Site Administrators, six (6) Saturdays, at the discretion of the Superintendent, may be counted as workdays for site administrators' meetings.

C. Up to six (6) additional Saturdays may be counted as part of an Administrator's 210 day, 212 day, or 215 day contract with those Saturdays being used as follows: One before the beginning of the school year, one at the end of each quarter, and one immediately after the closing of school at the end of the school year. Additional Saturdays may be counted as part of an Administrator's 223 or 225 day contract with Superintendent approval.

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- D. An assistant site administrator shall be paid ninety percent (90%) of the appropriate step of the Site Administrator salary schedule and 100% of benefits.
- E. A new Administrator to the District who possesses a Type B Certificate may bring in up to six (6) years of successful experience as a full-time Administrator in a position requiring an Administrative Certificate, if the Administrator possessed the Administrative Certificate for those years. Teachers with at least three (3) years of District teaching experience will be credited with one (1) year experience on the salary schedule if first hired as a Site Administrator in FY '09, or thereafter.
- F. District Office staff who have an administrative certificate and are assuming a site administrators position will be credited with the number of years of D.O. service in a position that required an administrative certificate, up to a maximum of six (6) years. A Site Administrator assuming a D.O. position will be granted credit for their years of D.O. service in a position that required an administrative certificate if they return to a site administrator's position.
- G. All school sites with an enrollment of more than 15 students, shall have Site Administrators. All Site Administrators shall have and maintain both a Type B Certificate and a valid Alaska Teaching Certificate unless:
 - 1. Hired to fill an Administrator position that becomes vacant during the school year, except that employment as an Administrator shall only be for the remainder of that school year.

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2. The Superintendent, in his sole discretion, waives the Alaska Teaching Certificate Requirement for the ensuing school year.
 3. The Site Administrator did not possess a valid Alaska Teaching Certificate while employed during the FY 16 school year and he/she remains continuously in the bargaining unit.
- H. Beginning in the FY 18 school year, Site Administrators in schools with an ADM of 10-25 will teach a full schedule. Site Administrators in schools with an ADM of 26-49 will teach half time. The teaching schedule will be determined by the Site Administrator in collaboration with the Superintendent or designee. Exceptions to the teaching assignment may be with the written approval of the Superintendent or designee.

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ARTICLE XXI

BENEFITS

The District agrees to provide at employer expense the following:

A. One round trip from duty station to Anchorage per year and attendance at one in state educational conference per year at site expense as per Superintendent list.

B. Insurance

1. Health; The district shall continue to provide, at no cost to the site administrator(s) and dependent(s), health, dental, audio, and eye-care insurance at least the same levels as provided during the 2007-2008 school year, with the following exceptions which includes the following:

- a. The deductible for employee/family shall be \$150/\$300
- b. The maximum lifetime benefit (all covered expenses) shall be the greater of \$1 million, or as required by State or Federal law.
- c. The annual maximum dental care benefit (for preventative, basic and major treatment) shall be \$1,000.
- d. An annual pap smear shall be included as an other covered expense.

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- e. The district is authorized to negotiate a PPO plan which will maximize plan savings through steering, including either Providence or Alaska Regional for hospitalization in Anchorage.
 - f. The District is authorized to enter into a mandatory prescription drug P.P.O. program, including a prescription drug card and mail order for maintenance drugs.
2. Long Term Disability: The District shall continue to provide, at no cost to the site administrator, Long Term Disability Insurance at the same level as provided during the 2007-2008 school year.
 3. Life: The District shall provide each site administrator with fifty (50) thousand dollars of life insurance. The coverage will include an accidental death and dismemberment provision that provides double indemnity in the event of accidental death. In addition the coverage will include an accidental death (job related) provision with a maximum premium increase of \$3500.
 4. Travel: The District shall provide each site administrator with \$100,000 travel insurance that covers site administrators while traveling on authorized District business.

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5. All coverage shall be for the duration of the contract year (August 1 through July 31), for those site administrators who complete a full contract year.
6. Members who have alternative health coverage at a level satisfactory to the District, may elect to waive their entitlement to the District provided health coverage pursuant to a buyback option. Such member would be paid \$3,000 per year, prorated for the length of their contract.
7. Early Resignation Incentive: A Site Administrator who submits a resignation for the subsequent school year by February 15 shall receive 125% of the value of his/her personal leave cash out in their final paycheck. This includes resignations from the bargaining unit.

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ARTICLE XXII

HOUSING

- A. The District will provide Site Administrators working outside of Bethel with adequate housing at site. Adequate housing shall meet the housing standards set forth in any negotiated agreement between the LKSD and LKNEA in effect concurrent with the effective period of this Negotiated Agreement. Rental rates, including any summer storage fees, for District provided Site Administrator housing shall be as set forth in the FY '16 Negotiated Agreement between the LKSD and LKNEA.
- B. The Board hereby states that it considers the need for a Site Administrator to live in close proximity to a village school to be a factor to be considered under the assignment provisions of the teachers' Negotiated Agreement; specifically the overriding need language.
- C. Site administrators living in non-District housing will receive a \$3,600 utility allowance per year, prorated for administrators on less than a full-year contract. Payments shall be in equal amounts per paycheck.

ARTICLE XXIII
INDEMNIFICATION

The Board shall insure or indemnify and protect an Administrator in accordance with A.S. 14.12.115. For purposes of providing reference to that statutory provision, it is set forth below in its entirety. Disputes related to this Article shall not be eligible for adjudication under the Article XVIII Grievance Procedure.

A.S. 14.12.115. Indemnification. A school board shall insure or indemnify and protect the board, any member of the board, or any agent, employee, teacher, student teacher, officer or member of the supervisory or administrative staff of the school district against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit or judgment by reason of alleged negligence, alleged violation of civil rights or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside the school premises, if the board member, agent, employee, teacher, student teacher, officer or member of the supervisory or administrative staff, at the time of the occurrence, was acting under the direction of the school board within the course or scope of the duties of the board member, agent, employee, teacher, student teacher, officer or member of the supervisory or administrative staff.

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