

Kodiak Island Borough School District

and

Kodiak Borough Education Association

2020-2021

2021-2022

2022-2023

Tentative Agreement Reached

October 11, 2019

Board of Education Ratified

October 28, 2019

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## 100 Contract Conditions

2014-2015

1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work. The Contractor shall be responsible for obtaining all necessary bonding for the work. The Contractor shall be responsible for obtaining all necessary approvals for the work. The Contractor shall be responsible for obtaining all necessary clearances for the work. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work. The Contractor shall be responsible for obtaining all necessary bonding for the work. The Contractor shall be responsible for obtaining all necessary approvals for the work. The Contractor shall be responsible for obtaining all necessary clearances for the work.

**105 Preamble**

This agreement made and entered into this 28 day of October, 2019, by and between the Board of Education of the Kodiak Island Borough School District (hereinafter referred to as the "Board") Party of the First Part, and the Kodiak Borough Education Association (hereinafter referred to as the "Association"). The Board and the Association agree to the following:

## **110     General**

Based on evidence to the Board that the Association represents a majority of certificated employees in the bargaining unit, the Board recognizes the Association as provided in AS 23.40.070 as the sole and exclusive bargaining representative for certificated employees excluding the Superintendent, administrative personnel, and substitutes.

## **115 Definition of Rights and Responsibilities**

### **I. Board Responsibilities**

The Board, acting on behalf of the electorate of the Kodiak Island Borough School District, retains and reserves all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the regulations of the State Board of Education, Alaska State Statutes, the Constitution of the State of Alaska and the United States. The Board will execute policy in accordance with such statutes and the Association recognizes that the Board has full legal responsibility and authority pursuant to Title 14.

### **II. Right to Join or Not to Join**

- A.** Teachers shall have the right to form, join or assist professional employees' organizations, and to participate in professional negotiations with the Board of Education through representatives of the Association or to refrain from any of these rights.
- B.** There shall be no reprisals of any kind taken by the Association or members thereof or by administration taken against any party of interest or his representative, or any other participant in the negotiations procedure, by reason of such participation. Formal evaluation documents will not reflect participation or non-participation in professional employees' organization activities.
- C.** Duly authorized representatives of the Association shall have the right to post notices on bulletin boards provided in school buildings for that purpose and shall have the use of the faculty mailboxes and email accounts for communications relative to negotiations, notices of the Association's meetings or elections, results of elections or appointment of officers, and notices of social, educational and/or recreational activities, provided that no interference with the instructional program would be occasioned. A list of such authorized representatives shall be provided to the Superintendent each year by the Association.

### **III. Exchange of Information**

Upon reasonable request, the parties shall provide each other with available information regarding items introduced or to be introduced at the negotiations table.

### **IV. Contractual Obligations**

The Association agrees that during the life of this agreement, its agents or its bargaining unit members will not authorize or engage in any work stoppage or strike against the school district. The school district agrees that, during the life of this agreement, there will be no lockout.



## **120     Nondiscrimination**

The Board and the Association agree that this agreement shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, or presence of any sensory, mental or physical handicap or any other legally protected classification except as provided by law. When the masculine or feminine gender is used in this agreement, it is used for the sole purpose of illustration and shall not be construed to indicate the sex of any employee or applicant.

The Board agrees not to discriminate against a certificated employee for representing the Association in any lawful capacity provided such activities are not carried on so as to interfere with the normal work process.

## **125      Effect of Agreement**

### **I.          Complete Agreement**

It is agreed that this document contains the full and complete agreement on all bargained issues between the parties hereto and for all whose benefit this agreement is made, unless both parties mutually agree to amend in writing the terms and conditions contained herein.

### **II.        Conformity to Law**

If any article of this agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article is restrained by such tribunal, the remainder of this agreement shall not be affected thereby. The parties agree that any portions of this agreement rendered invalid by operation of law or by any tribunal of competent jurisdiction will be automatically amended to comply with the law or tribunal ruling.

**130      Compilation of Agreement**

- I.      A final report of the agreement shall be compiled by the administration and presented to the Association for review and agreement on format. Before printing, a cost estimate will be prepared by the administration and presented to the Association for review. If the cost estimate is unsatisfactory to the Association and the Association can obtain a lower cost for the printing, then the Association will assume the responsibility for the printing. The cost of this printing shall be borne equally by the Association and the School Board.
  
- II.     It shall be the responsibility of the Association to disseminate the agreement to its membership.
  
- III.    Upon request, the administration will give the Association a list of new teachers on the first school day of each year.

**135 Continuation of Items**

- I. The following items as written in this agreement shall remain in effect after the termination of this agreement. Each item will remain in effect until a new agreement is reached unless there is a work action (disruption of the teaching process) or work stoppage by the Association or member(s) thereof; the items listed below would be discontinued (for the period of the action) for those employees who participate in such action.
- (1) All payroll and approved payroll deductions
  - (2) Village travel reimbursement
  - (3) All employee insurance plans
  - (4) Mileage reimbursement
  - (5) All leave provisions
  - (6) Sick leave bank
  - (7) Grievance procedure
  - (8) Added duty pay
  - (9) Tuition reimbursement for approved courses
  - (10) Teacher lay-off procedure
  - (11) Reimbursement for physical exam
  - (12) Procedure for advancement on the salary schedule
  - (13) Village rent
- II. All other items will be terminated if either of the parties terminate the negotiated agreement.

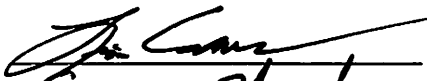

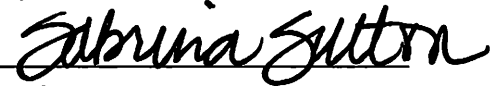
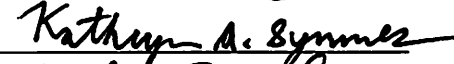

**140 Duration of Agreement**

This agreement shall be effective as of July 1, 2020, and shall continue from year to year thereafter unless either party serves notice to the other party of interest their intention to delete, add to, alter or amend on the 30<sup>th</sup> of June, 2023. Such notice must be given prior to November 1, 2022. Upon completion of negotiations, those agreed-to items and articles shall be incorporated into the new agreement.

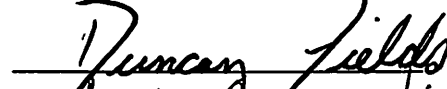
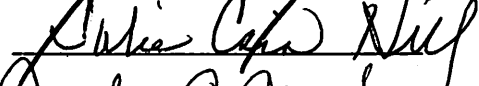
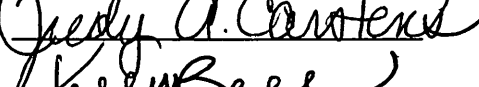
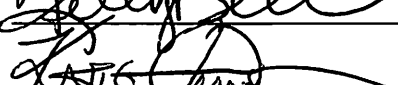

Upon giving such notice, a joint conference shall be arranged by January 25 of that school year for the requested negotiations.

Agreed upon this 28<sup>th</sup> day of October 2019.

Kodiak Borough Education Association

  
Eric J. Shephard  
  
Chris Hicks  
  
Sabrina Sutton  
  
Kathryn A. Symmes  
  
Kathy Simpler

Kodiak Island Borough School District  
Board of Education

  
Duncan Fields  
  
Patricia Ann Nief  
  
Judy A. Carstens  
  
Kelly Bee  
  
KATG

## 200 Negotiations and Grievance Procedures

The following is a list of the names of the individuals who have been involved in the negotiations and grievance procedures for the year 2000. The names are listed in alphabetical order.

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## **205 Negotiations Procedure**

### **I. Meetings and Use of Consultants**

A. The negotiating meetings may be held in closed session upon mutual agreement by both parties, but all final agreements shall be made at a public meeting of the School Board. The first meeting will be held in closed session. The ground rules will be developed and signed-off prior to the beginning of formal negotiations. During this first meeting the Association and the Board will designate team members and spokespersons for the pending period of formal negotiations. Also, at this time, each party will submit a listing (table of contents) of each item it wishes to place in the new agreement. No item will be the proper subject for negotiations unless contained in either list. Each item listed will be classified according to one of the following categories: a) unchanged, b) changed, c) deleted, or d) new. During the course of this meeting, any items from the respective lists found to be unchanged by both parties or deleted by both parties, shall be signed off by the respective spokespersons from each party. The signed-off item(s) will then represent tentative agreements to be included in the new agreement. During this initial negotiations meeting the parties will submit their proposals that set forth the modifications, additions or deletions to be negotiated.

B. Consultants may be called upon by either party and utilized on the negotiation of any matter being considered by the negotiation committee. The party employing such consultants shall give notice of their intent to use such consultants in the meeting prior to their use. Consultants shall present only factual information. Costs and expenses resulting from the use of such consultants shall be borne by the party engaging their services.

### **II. Negotiating Team**

A. No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of the Association for purposes of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Administrative leave will be allotted to the designated negotiating team for negotiations held during school time.

B. The Board and Association agree to participate in "good faith" negotiations.

C. The Association and the Board of Education agree that matters pertaining to the employment of the teachers and to the fulfillment of their professional duties shall be considered proper items for negotiations.

### **III. The Agreement**

A. When agreement is reached between the negotiation teams on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to the Association for ratification within thirty (30) days. After ratification by the Association, the agreement shall be recommended to the Board. The Board will take action at its next regular or special meeting. Upon approval and necessary action by the Board or its authorized agents, the terms of the agreement shall be implemented.

**205      Negotiations Procedure (cont'd)**

B. Negotiations may be requested by either party prior to November 1 of the school year in which the contract may be terminated. The first negotiations meeting shall be arranged and held after January 1 but no later than January 25 of the same school year. Meetings shall be held as necessary at times and places agreed upon by the parties.

C. Requests for meetings from the Association will be made directly through the Superintendent to the Board President or his representative. Requests for meetings from the Board President or his representative shall be transmitted through the Superintendent to the Association President. Negotiations shall be conducted between the first meeting in January and March 15. It is agreed that the first negotiations meeting cannot be held after January 25 without the concurrence of both parties.

**IV.      Resolving Differences**

A. In the case an agreement has not been reached in negotiations by March 15, the parties shall follow the impasse procedure. The March 15 deadline can be extended by mutual agreement.



## **210 Impasse Procedure**

- I. Upon the written request for mediation by the Association or the Board, and upon certification by the requesting party that good faith negotiations have reached an impasse, the following occurs:
  - A. Within seven (7) days of the certification, the requesting party shall ask the United States Federal Mediation and Conciliation Service to serve as the agency to resolve the dispute. In the event the Federal Mediation and Conciliation Service implements charges for the services of the federal mediator, charges for such mediator would be borne equally by both parties.
  - B. The mediator shall chair all mediation meetings between the disputing parties and attempt to resolve the differences between the disputing parties and reach common acceptance of terms and conditions or other items in dispute, wherever possible.
  - C. Each party to the dispute may select a team of not more than five (5) persons to present the evidence, thinking and position of the group they represent to the mediator.
- II. If the mediation meetings are held during the school day, teachers representing an employee bargaining agency shall be granted administrative leave for the duration of the meetings.
- III. Should a settlement not be achieved through the mediation process, the parties shall, within a reasonable length of time, resume negotiations. If it becomes apparent that an impasse still exists, the parties will proceed to advisory arbitration as provided by applicable state law.
- IV. Upon receipt of the arbitrator's report, the parties will resume the bargaining process to attempt to reach a settlement.

## **220 Personal Grievance Procedure**

### **I. Definitions**

- A. A “grievance” shall be defined as a written statement made by an aggrieved party indicating that a controversy, dispute or disagreement exists arising out of interpretation of, or application of the terms of this agreement.
- B. The term “teacher” may include any individual or group of individuals who are certificated and are employees under contract as set forth in Item 610 and any related EXHIBITS of the Negotiated Agreement.
- C. The “aggrieved party” shall mean a certificated employee under contract as set forth in Item 610 and any related EXHIBITS of this Negotiated Agreement, or group of certificated employees under contract (excluding administrative personnel) as set forth in Item 610 and related EXHIBITS of this Negotiated Agreement.
- D. A “party of interest” is a person or persons who might be required to take action or against whom action might be taken to resolve a problem.
- E. The term “days” when used in this section shall mean contracted working school days.
- F. The “unit administrator” is the administrative head of each building. In the case of the village schools, the unit administrator shall be defined as the administrator in charge of the village schools.
- G. The “village teachers” are defined as teachers who teach at a school within the village school administrative unit.

### **II. Purpose**

The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

### **III. Procedure**

- A. Level One: A teacher with a grievance shall present a written grievance citing the specific section of the Negotiated Agreement alleged to be in dispute to the unit administrator and the Association within ten (10) days (fifteen for village teachers) of when he knew or reasonably should have known of the basis for the grievance. The unit administrator shall make his decision known to the teacher in writing within ten (10) days of receipt of the written grievance; otherwise, the grievance proceeds to Level Two. If the grievance is not resolved at Level One, the aggrieved shall refer such grievance in writing to the Superintendent within ten (10) days.

**220     Personal Grievance Procedures (cont'd)**

- B.     Level Two: Within ten (10) days after the Superintendent receives the written grievance, the Superintendent, and any necessary administrators, shall meet with the grievant(s) and the grievant's representative regarding the grievance. Within five (5) days of the completion of the meeting the Superintendent shall render a decision in writing. The Level Two hearing shall be on the record.
- C.     Level Three: If the grievance is not resolved at Level Two, it may be appealed to the School Board. This appeal shall be filed in writing within five (5) days following the rendering of the decision at Level Two.

A subcommittee of two (2) members of the School Board shall meet with the aggrieved party or parties and representatives of the Association and the three (3) representatives of the administration to hear the grievance within ten (10) days after the appeal is filed. The Level Three meeting will be on the record. The Board subcommittee shall render a decision on the grievance within ten (10) days after the meeting.

No statement shall be available to the public prior to the final resolution of the grievance. Dismissal and nonretention actions are subject to statutory hearings which afford the teacher due process. Therefore, those grievances shall terminate with such a hearing before the Board.

- D.     Level Four: If the grievance is not resolved at Level Three, then within ten (10) days the Association may submit the grievance to binding arbitration.  
The District and Association shall jointly sign a letter to the American Arbitration Association (AAA) requesting AAA to appoint one arbitrator. The parties shall use the ranking system. The arbitrator shall not have the authority to alter, add to, or subtract from the terms of the agreement. A written decision, without reasons, may be requested by mutual agreement. The decision reached by the arbitrator shall be final and binding on both parties.

**IV.     Miscellaneous**

- A.     During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without consent of all parties.
- B.     At all levels of a grievance after it has been formally presented, at least one member of the Association shall accompany the aggrieved to any meeting, hearing, appeal or other proceedings required to process the grievance. In the case of the village schools the Association may act on behalf of the aggrieved party.
- C.     In the event of a grievance involving village teachers, the meetings will be held in the City of Kodiak.

## **220 Personal Grievance Procedures (cont'd)**

- D. A teacher may present his grievance within the terms of this grievance procedure and have such grievance adjusted without interruption of the Association provided such adjustment is not inconsistent with the terms of this agreement.
- E. There shall be no reprisals of any kind by the administration or the Association or members thereof taken against any party of interest or his representative, or any other participant in the procedure set forth herein by reason of such participation.
- F. Time limits specified by this agreement may be extended by mutual agreement. In the event that time lines after Level One are not extended by mutual agreement and the aggrieved party fails to meet the time lines, the grievance shall be dropped. If the administration does not meet time lines, the grievance shall proceed to the next level.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be a part of the employee's permanent record.
- H. Decisions rendered at all levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties of interest.
- I. The remedy available to any teacher for any grievance will be pursuant to the grievance procedure, provided, however, that if a teacher elects to pursue any legal or statutory remedy for any grievance, such elections will bar any further subsequent proceedings for relief under the provisions of the agreement.
- J. Expenses of the arbitrator and all other expenses of the arbitration proceedings other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties involved.



**305     Salary**

FY 21 Effective July 1, 2020, the District shall adjust the 2019-2020 pay scale upwards 1%  
FY 22 Effective July 1, 2021, the District shall adjust the 2020-2021 pay scale upwards 1.5%  
FY 23 Effective July 1, 2022, the District shall adjust the 2021-2022 pay scale upwards 1.5%

**Additional salary:**

For the duration of this agreement, the following teaching positions will be paid additionally as indicated below:

Village teacher (off the road system)	Four Percent (4%) of the base salary
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Special education teacher	Four Percent (4%) of the base salary
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Occupational Therapist, Physical Therapist, Speech Pathologist, School Psychologist	Year 1 KIBSD	Six Percent (6%) of the base salary
	Year 2 KIBSD	Eight Percent (8%) of the base salary
	Year 3 KIBSD	Ten Percent (10%) of the base salary
	Year 4+ KIBSD	Fourteen Percent (14%) of the base salary

For less than full-time position, additional salaries and stipends will be prorated by FTE.

**New Hire Moving Allowance:** The District may provide, at its discretion, a one-time non-recurring moving allowance to new hires in an amount not to exceed \$2000.

### **310 Initial Placement on Salary Schedule**

The District shall allow salary credit for Alaskan teaching experience on a year for year basis up to a maximum of eight (8) years. Teaching experience obtained outside Alaska shall be allowed on a year for year basis up to those limits set in the table below.

The following schedule for allowable years of service will be used for all new employees:

<b>Degree</b>	<b>Allowable Outside Experience</b>	<b>Allowable Alaska Experience</b>	<b>Total Allowable Experience</b>
BA	Up to 5 years	Up to 8 years	Maximum of 8 years
MA	Up to 8 years	Up to 8 years	Maximum of 8 years
Previous Kodiak Experience	Up to 10 years	Up to 10 years	Maximum of 10 years

#### **Type M Certification:**

1. A newly-hired teacher with a type M certification will be placed on the salary schedule at BA-0 step-0. He/she will be allowed up to 3 years of work experience in a field commensurate with the teachers teaching assignment as determined by the superintendent.
2. Horizontal movement on the salary schedule, at the superintendent's discretion, will be allowed for district-approved courses directly related to vocational skills taught or for education-related studies.

### 315 Salary Schedule 2020-2021, 2021-2022, 2022-2023

#### KIBSD FY21 Salary Schedule with Index

FY21	Index	BA 0 *****	Index	BA 18	Index	BA 36 / MA 0	Index	BA 54 *** MA 18****	Index	MA 36	Index	MA 54*****
STEP 0	1.00	\$48,065	1.07	\$51,253	1.11	\$53,530	1.18	\$56,718	1.25	\$59,906	1.29	\$62,183
STEP 1	1.08	\$51,709	1.12	\$53,986	1.19	\$57,173	1.25	\$59,906	1.30	\$62,638	1.37	\$65,826
STEP 2	1.12	\$53,986	1.19	\$57,173	1.26	\$60,362	1.30	\$62,638	1.37	\$65,826	1.44	\$69,014
STEP 3	1.19	\$57,173	1.26	\$60,362	1.30	\$62,638	1.37	\$65,826	1.43	\$68,559	1.49	\$71,746
STEP 4	1.25	\$59,906	1.30	\$62,638	1.36	\$65,370	1.43	\$68,559	1.47	\$70,835	1.56	\$74,934
STEP 5	1.27	\$61,272	1.34	\$64,460	1.41	\$67,648	1.46	\$70,380	1.52	\$73,113	1.61	\$77,211
STEP 6	1.29	\$62,183	1.38	\$66,281	1.45	\$69,469	1.50	\$72,202	1.57	\$75,389	1.64	\$79,033
STEP 7	1.29	\$62,183	1.41	\$67,648	1.48	\$71,291	1.55	\$74,478	1.61	\$77,211	1.68	\$80,855
STEP 8	1.29	\$62,183	1.41	\$67,648	1.52	\$73,113	1.59	\$76,300	1.64	\$79,033	1.72	\$82,676
STEP 9	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.62	\$77,667	1.67	\$80,399	1.76	\$84,498
STEP 10	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.71	\$82,221	1.79	\$85,864
STEP 11	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.82	\$87,685
STEP 12	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.85	\$89,052
STEP 13	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.85	\$89,052
STEP 14	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.85	\$89,052
STEP 15	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.85	\$89,052
STEP 16	1.29	\$62,183	1.41	\$67,648	1.56	\$74,934	1.65	\$79,488	1.75	\$84,042	1.85	\$89,052
STEP 17*	1.31	\$63,094	1.43	\$68,559	1.58	\$75,845	1.67	\$80,399	1.77	\$84,953	1.87	\$89,963
STEP 18	1.31	\$63,094	1.43	\$68,559	1.58	\$75,845	1.67	\$80,399	1.77	\$84,953	1.87	\$89,963
STEP 19	1.31	\$63,094	1.43	\$68,559	1.58	\$75,845	1.67	\$80,399	1.77	\$84,953	1.87	\$89,963
STEP 20**	1.33	\$64,005	1.45	\$69,469	1.60	\$76,756	1.69	\$81,310	1.79	\$85,864	1.89	\$90,873

\* This step is not available for initial placement on the salary schedule. Placement on this step required that the step number of initial placement on the schedule plus Kodiak teaching credit equals 17 (seventeen) or more years (initial placement step number) + (Kodiak creditable teaching years) = 17 or more years.

\*\* This step is not available for initial placement on the salary schedule. Placement on this step requires that the step numbers of initial placement on the schedule plus Kodiak teaching credit equals 20 (twenty) or more years (initial placement step number) + Kodiak creditable teaching years) = 20 or more years.

\*\*\* Placement at the BA+54 column requires an approved integrated course of study for the 18 hours past BA+36. Courses used for movement to BA+54 must be completed after June 1, 1981.

\*\*\*\* If you are placed in this column by virtue of having BA+54 and subsequently receive your MA degree, only 18 hours of approved courses are required to access the MA+36 column.

\*\*\*\*\* Placement on the MA+54 schedule requires MA plus 54 graduate semester hours with prior approval required for the 18 hours past MA+36.

\*\*\*\*\* With the elimination of the Flex Step (FY16-FY20 CBA), BA0, Step 0 will remain at \$50,000 as the base salary for the duration of this agreement.

As of July, 2014 no teacher will have access to steps 17 or 20 at BA+0, BA+18 and BA+36/MA+0. [Teachers in these cells as of June 30, 2014 shall be grandfathered.]



### 315 Salary Schedule 2020-2021, 2021-2022, 2022-2023 (cont'd)

#### KIBSD FY22 Salary Schedule with Index

FY22	Index	BA 0 *****	Index	BA 18	Index	BA 36 / MA 0	Index	BA 54 *** MA 18****	Index	MA 36	Index	MA 54*****
STEP 0	1.00	\$48,786	1.07	\$52,022	1.11	\$54,333	1.18	\$57,568	1.25	\$60,805	1.29	\$63,115
STEP 1	1.08	\$52,485	1.12	\$54,795	1.19	\$58,031	1.25	\$60,805	1.30	\$63,578	1.37	\$66,813
STEP 2	1.12	\$54,795	1.19	\$58,031	1.26	\$61,267	1.30	\$63,578	1.37	\$66,813	1.44	\$70,050
STEP 3	1.19	\$58,031	1.26	\$61,267	1.30	\$63,578	1.37	\$66,813	1.43	\$69,587	1.49	\$72,823
STEP 4	1.25	\$60,805	1.30	\$63,578	1.36	\$66,351	1.43	\$69,587	1.47	\$71,898	1.56	\$76,058
STEP 5	1.27	\$62,191	1.34	\$65,427	1.41	\$68,662	1.46	\$71,436	1.52	\$74,210	1.61	\$78,370
STEP 6	1.29	\$63,115	1.38	\$67,275	1.45	\$70,511	1.50	\$73,285	1.57	\$76,520	1.64	\$80,218
STEP 7	1.29	\$63,115	1.41	\$68,662	1.48	\$72,360	1.55	\$75,596	1.61	\$78,370	1.68	\$82,067
STEP 8	1.29	\$63,115	1.41	\$68,662	1.52	\$74,210	1.59	\$77,445	1.64	\$80,218	1.72	\$83,916
STEP 9	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.62	\$78,832	1.67	\$81,605	1.76	\$85,765
STEP 10	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.71	\$83,454	1.79	\$87,152
STEP 11	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.82	\$89,000
STEP 12	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.85	\$90,387
STEP 13	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.85	\$90,387
STEP 14	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.85	\$90,387
STEP 15	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.85	\$90,387
STEP 16	1.29	\$63,115	1.41	\$68,662	1.56	\$76,058	1.65	\$80,680	1.75	\$85,303	1.85	\$90,387
STEP 17*	1.31	\$64,040	1.43	\$69,587	1.58	\$76,983	1.67	\$81,605	1.77	\$86,227	1.87	\$91,312
STEP 18	1.31	\$64,040	1.43	\$69,587	1.58	\$76,983	1.67	\$81,605	1.77	\$86,227	1.87	\$91,312
STEP 19	1.31	\$64,040	1.43	\$69,587	1.58	\$76,983	1.67	\$81,605	1.77	\$86,227	1.87	\$91,312
STEP 20**	1.33	\$64,965	1.45	\$70,511	1.60	\$77,907	1.69	\$82,530	1.79	\$87,152	1.89	\$92,236

\* This step is not available for initial placement on the salary schedule. Placement on this step required that the step number of initial placement on the schedule plus Kodiak teaching credit equals 17 (seventeen) or more years (initial placement step number) + (Kodiak creditable teaching years) = 17 or more years.

\*\* This step is not available for initial placement on the salary schedule. Placement on this step requires that the step numbers of initial placement on the schedule plus Kodiak teaching credit equals 20 (twenty) or more years (initial placement step number) + Kodiak creditable teaching years = 20 or more years.

\*\*\* Placement at the BA+54 column requires an approved integrated course of study for the 18 hours past BA+36. Courses used for movement to BA+54 must be completed after June 1, 1981.

\*\*\*\* If you are placed in this column by virtue of having BA+54 and subsequently receive your MA degree, only 18 hours of approved courses are required to access the MA+36 column.

\*\*\*\*\* Placement on the MA+54 schedule requires MA plus 54 graduate semester hours with prior approval required for the 18 hours past MA+36.

\*\*\*\*\* With the elimination of the Flex Step (FY16-FY20 CBA), BA0, Step 0 will remain at \$50,000 as the base salary for the duration of this agreement.

As of July, 2014 no teacher will have access to steps 17 or 20 at BA+0, BA+18 and BA+36/MA+0. [Teachers in these cells as of June 30, 2014 shall be grandfathered.]



### 315 Salary Schedule 2020-2021, 2021-2022, 2022-2023 (cont'd)

#### KIBSD FY23 Salary Schedule with Index

FY23	Index	BA 0 *****	Index	BA 18	Index	BA 36 / MA 0	Index	BA 54 *** MA 18****	Index	MA 36	Index	MA 54*****
STEP 0	1.00	\$49,518	1.07	\$52,803	1.11	\$55,148	1.18	\$58,432	1.25	\$61,717	1.29	\$64,062
STEP 1	1.08	\$53,272	1.12	\$55,617	1.19	\$58,901	1.25	\$61,717	1.30	\$64,531	1.37	\$67,815
STEP 2	1.12	\$55,617	1.19	\$58,901	1.26	\$62,186	1.30	\$64,531	1.37	\$67,815	1.44	\$71,100
STEP 3	1.19	\$58,901	1.26	\$62,186	1.30	\$64,531	1.37	\$67,815	1.43	\$70,631	1.49	\$73,915
STEP 4	1.25	\$61,717	1.30	\$64,531	1.36	\$67,346	1.43	\$70,631	1.47	\$72,976	1.56	\$77,199
STEP 5	1.27	\$63,124	1.34	\$66,409	1.41	\$69,692	1.46	\$72,507	1.52	\$75,323	1.61	\$79,545
STEP 6	1.29	\$64,062	1.38	\$68,285	1.45	\$71,569	1.50	\$74,384	1.57	\$77,668	1.64	\$81,421
STEP 7	1.29	\$64,062	1.41	\$69,692	1.48	\$73,446	1.55	\$76,730	1.61	\$79,545	1.68	\$83,298
STEP 8	1.29	\$64,062	1.41	\$69,692	1.52	\$75,323	1.59	\$78,607	1.64	\$81,421	1.72	\$85,174
STEP 9	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.62	\$80,014	1.67	\$82,829	1.76	\$87,052
STEP 10	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.71	\$84,706	1.79	\$88,459
STEP 11	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.82	\$90,335
STEP 12	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.85	\$91,743
STEP 13	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.85	\$91,743
STEP 14	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.85	\$91,743
STEP 15	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.85	\$91,743
STEP 16	1.29	\$64,062	1.41	\$69,692	1.56	\$77,199	1.65	\$81,891	1.75	\$86,582	1.85	\$91,743
STEP 17*	1.31	\$65,001	1.43	\$70,631	1.58	\$78,137	1.67	\$82,829	1.77	\$87,521	1.87	\$92,682
STEP 18	1.31	\$65,001	1.43	\$70,631	1.58	\$78,137	1.67	\$82,829	1.77	\$87,521	1.87	\$92,682
STEP 19	1.31	\$65,001	1.43	\$70,631	1.58	\$78,137	1.67	\$82,829	1.77	\$87,521	1.87	\$92,682
STEP 20**	1.33	\$65,939	1.45	\$71,569	1.60	\$79,076	1.69	\$83,768	1.79	\$88,459	1.89	\$93,619

\* This step is not available for initial placement on the salary schedule. Placement on this step required that the step number of initial placement on the schedule plus Kodiak teaching credit equals 17 (seventeen) or more years (initial placement step number) + (Kodiak creditable teaching years) = 17 or more years.

\*\* This step is not available for initial placement on the salary schedule. Placement on this step requires that the step numbers of initial placement on the schedule plus Kodiak teaching credit equals 20 (twenty) or more years (initial placement step number) + Kodiak creditable teaching years = 20 or more years.

\*\*\* Placement at the BA+54 column requires an approved integrated course of study for the 18 hours past BA+36. Courses used for movement to BA+54 must be completed after June 1, 1981.

\*\*\*\* If you are placed in this column by virtue of having BA+54 and subsequently receive your MA degree, only 18 hours of approved courses are required to access the MA+36 column.

\*\*\*\*\* Placement on the MA+54 schedule requires MA plus 54 graduate semester hours with prior approval required for the 18 hours past MA+36.

\*\*\*\*\* With the elimination of the Flex Step (FY16-FY20 CBA), BA0, Step 0 will remain at \$50,000 as the base salary for the duration of this agreement.

As of July, 2014 no teacher will have access to steps 17 or 20 at BA+0, BA+18 and BA+36/MA+0. [Teachers in these cells as of June 30, 2014 shall be grandfathered.]

**320 Career and Technical Education Fees**

If the District determines that career and technical education teachers require specialized training, certification, or licensure, the District will pay for the associated fees.

### **325     Extended Contracts**

Extended contracts reflecting his individual per diem rate shall be offered to any certificated person whose duties require more than the days established in the contract. Determination of eligible employees and the length of the extended contract shall be the prerogative of the Board upon the recommendation of the Superintendent.

### **330 Head Teacher's Pay**

The Board shall pay the head teachers, and teachers, in charge, for their extra responsibilities and administrative duties as described in the head teacher job description. Each head teacher shall receive a job description upon hire or renewal of contract. Head teacher pay shall be determined according to the following formula:

$$\text{TOTAL HT} = (\text{TS} + 1000\text{T})(1 + \text{E}/\text{Contracted days})$$

Where:

HT = Head teacher's pay

TS = Teacher salary scale placement

T = Number of teachers in the school

E = Number of days required above the contracted days

This stipend will be paid in two equal installments in January and June.

## **335 Procedure for Advancement on the Salary Schedule**

### **I. Purpose**

The purpose of the procedure is to establish guidelines by which an individual may apply for higher placement on the salary schedule. Each case shall be considered on its own merit. This procedure shall be used in evaluation of post bachelor's degree course credit, vocational experience, educational travel, and District-sponsored activities and subsequent to issuance of an initial teaching certificate.

### **II. Procedures**

- A. Submission of application, grade reports, transcripts, and/or supportive documents shall be submitted to the Superintendent by September 30. (Village teachers – October 15.) Notice of acceptance or denial of the application must be provided to the teacher by the Superintendent within four (4) weeks of submission of all required materials.
- B. A teacher at the BA+36 or MA+36 level will be required to meet with a collaborative committee composed of at least two (2) Superintendent-approved Association members (one elementary and one secondary) and the Superintendent and/or his designee(s) to review a written plan indicating two, nine (9) semester hour programs of study or one eighteen (18) semester hour program of study for lateral movement to the BA+54 or MA+54 level on the salary schedule. The committee will meet a minimum of three times per year at mutually agreeable times.
- C. The plan of study shall be limited to the following areas: special education, Alaska Native culture/studies, multi-cultural education, school counseling, English as a second language, vocational ed/technology, school administration, English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, physical education, health, geography or other area of study permitted by applicable federal and state law.
- D. When approved by the committee, the entire plan will be forwarded to the Superintendent or designee for approval.
- E. In the event the Superintendent or designee denies or questions credits, the applicant may then submit written supportive statements for each course in question.
- F. If the Superintendent or designee continues to deny or question credit, and the applicant wishes, the transcript and supportive statements for each course in question may be submitted to the Association for evaluation.
- G. The Association, the Superintendent or designee, and the applicant, shall meet no later than seven (7) days after Step F is completed.
- H. A decision regarding credits to be accepted or disallowed must be reached within fourteen (14) days by the Association and the Superintendent or designee.

**335 Procedure for Advancement on the Salary Schedule (cont'd)**

- I. In case of disagreement between the Association and the Superintendent or designee, their individual recommendations and justifications will be forwarded to the Board in writing for a final decision within fourteen (14) days.
- J. The teacher must submit to the Office of the Superintendent, by December 1, official transcripts showing the most recent coursework in any year that the teacher moves from one column to another if other documentation has been accepted to meet September/October (village) deadline.

### **340 Contract Salary Adjustments**

Any full-time teacher contracted for a full school year who has his contracted salary adjusted after the first day of school shall have the adjustment occur on the first scheduled payday immediately following the adjustment unless there are less than three business days until payday. In that case, salary adjustment will occur on the next payday.



**345     Mileage Reimbursement**

- I.     Certificated personnel required to use their own vehicle on authorized school business have the option to be reimbursed by the District at the IRS business mileage rate in effect on January 1 of each school year.
- II.    Mileage reimbursement claims must be completed by the employee, verified by the supervisor monthly, and turned in to the Business Department by the 15th of each month for the preceding month or by the end of each school semester.
- III.   This excludes transportation between home and regular duty station.

**350     Physical Examinations**

- I.     The Board shall reimburse each certificated teacher for the physical examination as required by state regulations, exclusive of that physical examination required for initial employment.
- II.    The reimbursement shall be actual cost up to one hundred twenty-five dollars (\$125) per physical examination.
- III.   The completed District physical examination form, including the cost and signed by the doctor attesting that an examination has been performed, shall constitute verification necessary for reimbursement.
- IV.   It shall be the responsibility of the individual to submit claims for reimbursement for physical examinations to the Business Department prior to November 1 of the contract year. Claims after this date will not be reimbursed.
- V.    Each examination form will stipulate the laboratory or x-ray procedures necessary as part of the state-required physical.

**355 Tuition Reimbursement**

- I. The Board shall pay actual tuition cost up to \$500 per graduate semester hour and up to \$250 per undergraduate semester hour for approved courses taken by all certificated employees, for a maximum of three (3) semester hours per year. Application for payment will be made in writing within forty (40) school days after course completion to the Office of the Superintendent.
- II. Compensation for courses successfully completed will be paid within twenty (20) school days of submitting documents showing successful course completion; however, teachers applying for payment of courses starting after November 15 will be paid providing the teacher signs a contract for the following school year starting in the same calendar year.
  - A. Returning non-tenured teachers will be reimbursed for any approved classes in the fall of the following school year.
  - B. Classes taken for original Alaska regular certificate will not be eligible for tuition reimbursement.
- III. Any of the following shall be considered evidence of successful course completion:
  - (1) Official transcript
  - (2) Official grade slip
  - (3) A signed verification from a university official
- IV. The procedure for approval of a course shall be as provided in Item 335.
- V. Tuition reimbursement shall not be paid for District-sponsored courses, inservice, or workshops. District-sponsored in this item means that: 1) the District pays the instructor or 2) provides administrative leave for the duration of the course or 3) provides travel and per diem for the teacher to take the course.

**360 Village Teacher Travel Reimbursement**

- I. Upon request, the Board shall pay for two round-trip airfares per school year to all villages, not on the road system, for each village teacher and their family members. The Board shall also pay for four hundred (400) pounds of air freight for each adult and two hundred (200) pounds of air freight for each child in the family from the City of Kodiak to the duty station and back to the City of Kodiak, or from one village to another if the teacher is transferred to another village assignment.
- II. The Board also agrees to pay the round-trip airfare and per diem, as specified in School Board Policy, if the teacher is required to travel on a District-sponsored trip, inservice program, athletic event, workshop or other activity.

### 365 Extra-duty Activities Salary and Range

- I. The District shall review the extra curricular program to determine which activities shall be included and the extent to which the District shall engage in each of the included activities. This review by the District may also occur prior to the beginning of the activity and, in addition, during the activity based on student participation.
- II. Authorized activities will be compensated by assignment to one (1) of the seven (7) salary ranges each of which has ten (10) experience steps as shown in the schedule below. The range number at the right of each activity is the range assigned for extra-duty salary purposes. The percentages shown are percentages of the BA/0 level of Item 315.

STEP	1	2	3	4	5	6	7
0	.0200	.0400	.0480	.0560	.0640	.0880	.1280
1	.0210	.0420	.0504	.0588	.0672	.0924	.1344
2	.0220	.0440	.0528	.0616	.0704	.0968	.1408
3	.0230	.0460	.0552	.0644	.0736	.1012	.1472
4	.0240	.0480	.0576	.0672	.0768	.1056	.1536
5	.0250	.0500	.0600	.0700	.0800	.1100	.1600
6	.0260	.0520	.0624	.0728	.0832	.1144	.1664
7	.0270	.0540	.0648	.0756	.0864	.1188	.1728
8	.0280	.0560	.0672	.0785	.0896	.1232	.1792
9	.0290	.0580	.0696	.0812	.0928	.1276	.1856

- III. Ten (10) experience steps shall be allowed providing that:
  - A. All experience is gained in the activity for which compensation is being considered.
  - B. All experience from outside the District shall be accompanied by a letter attesting to that service and signed by that teacher's previous administrator. In assigning an experience step, the administration will equate comparable outside experience in the same activity for which they are being contracted.
  - C. The assignment of experience steps shall not decrease as long as the teacher is employed by the District.
- IV. During the term of this Agreement, the District and KBEA may mutually agree to changes on the attached schedule.
- V. No certificated staff shall be expected to begin extra-duty activities unless they have signed an extra-duty contract.

**365    Extra-duty Activities Salary and Range (cont'd)**

- VI.     Certificated staff shall not be required to perform activities from this schedule, which have not been compensated.
- VII.    Certificated staff shall not be required to provide any personal funds while engaged in conducting extra-duty activities for the District. Employees may request an advance for estimated team-incurred expenses if necessary. Advances not documented within ten (10) days will be deducted from salary. If an advance is not given, appropriate expenses incurred will be reimbursed within thirty (30) days of submittal of documentation.
- VIII.   Year-long extra duties will be paid one-half in January and the remaining contract amount following completion of the contract in June.
- IX.     Allowable per diem will be paid to coaches or other extra-duty staff required to travel.
- X.      Extra duty salaries for village programs will be paid a proportionate amount based on the number of participants and competitions. In the event that an activity combines students from different villages for a single team, a single extra duty contract will be split among those teachers who are working with the students during the week and at the competitions.
- XI.     These provisions do not apply to Temporary Employment Agreements. Any of the extra-duty positions listed in the following schedule will not be paid through a Temporary Employment Agreement.

## EXTRA-DUTY SALARY SCHEUDLE

	HIGH SCHOOL	
*	Band	5
	Band Assistant (2)**	2
	Baseball Boys	5
	Baseball Assistant (2)**	3
	Basketball C Team Boys	3
	Basketball C Team Girls	3
	Basketball Junior Varsity Boys	5
	Basketball Junior Varsity Girls	5
	Basketball Varsity Boys	7
	Basketball Varsity Girls	7
	Cheerleading (2)**	3
	Cheerleading Assistant (2)**	2
*	Chorus	5
	Chorus Assistant (2)**	2
	Cross Country Boys	5
	Cross Country Boys Assistant (2)**	3
	Cross Country Girls	5
	Cross Country Girls Assistant (2)**	3
*	Dance Assistant	2
*	Dance Team	5
*	Drama	5
*	Family, Career & Community Leaders	2
*	Intramurals Boys (2)**	2
*	Intramurals Girls (2)**	2
*	Key Club	2
*	Knowledge Masters	1
*	National Honor Society	2
*	Pep Club	2
	Orchestra	5
	Soccer Varsity Boys	5
	Soccer Varsity Girls	5
	Softball Girls	5
	Softball Assistant (2)**	3
*	Student Council	6
*	Student Council Assistant (2)**	3
	Swimming	6
	Swimming Assistant (2)**	3
	Track & Field Boys	6
	Track & Field Girls	6
	Track Assistant Boys (2)**	3
	Track Assistant Girls (2)**	3
	Volleyball C Team	2
	Volleyball Junior Varsity	3
	Volleyball Varsity	6
	Wrestling	7
	Wrestling Assistant (2)**	5
*	Yearbook	4

If one person does High School Band and Chorus, then Band-5/Chorus-3.

	MIDDLE SCHOOL	
*	Band	2
	Band Assistant	1
	Basketball Assistant Boys (2)**	2
	Basketball Assistant Girls (2)**	2
	Basketball Boys	3
	Basketball Girls	3
	Cheerleading (2)**	2
*	Chorus	2
	Chorus Assistant	1
	Cross Country Boys	1
	Cross Country Girls	1
	Drama	1
*	Intramurals Boys (2)**	3
*	Intramurals Girls (2)**	3
	Orchestra	2
*	Student Council	2
	Student Council Assistant	1
	Swimming	2
	Track & Field	2
	Track Boys	2
	Track Boys Assistant (2)**	1
	Track Girls	2
	Track Girls Assistant (2)**	1
	Volleyball	3
	Volleyball Assistant (2)**	2
	Wrestling	3
	Wrestling Assistant (2)**	2
*	Yearbook	2

If one person does Middle School Band and Chorus, then Band-2/Chorus-1.

	ELEMENTARY	
*	Intramurals (2)**	3
*	Music (per school)	1
*	School Patrol	2

	VILLAGES	
	Basketball Boys	2
	Basketball Girls	2
	Basketball Jr. High Boys	1
	Basketball Jr. High Girls	1
	Cheerleading	1
	Cross Country	2
*	Intramurals	2
*	National Honor Society	1
*	Student Council	2
	Track & Field	1
	Volleyball	2
	Wrestling	2

If village volleyball, wrestling, or basketball teams compete in Regionals then Range 3

Columns marked with \* are year-long activities and disbursed in two payments. Other activities are paid upon completion.

\*\* Denotes number of available positions; otherwise one.

## 400 Insurance

1. The first step in the insurance process is to identify the risk. This involves a thorough assessment of the potential hazards and the likelihood of their occurrence.

2. Once the risk is identified, the next step is to evaluate the risk. This involves determining the potential impact of the risk on the organization and the resources available to manage the risk.

3. The third step is to develop a risk management plan. This involves identifying the strategies and tactics that will be used to manage the risk.

4. The fourth step is to implement the risk management plan. This involves putting the strategies and tactics into action.

5. The fifth step is to monitor and review the risk management plan. This involves regularly assessing the effectiveness of the plan and making adjustments as needed.

6. The sixth step is to communicate the risk management plan. This involves ensuring that all relevant parties are aware of the plan and their roles in implementing it.

7. The seventh step is to document the risk management plan. This involves creating a written record of the plan and the actions taken to implement it.

8. The eighth step is to evaluate the risk management plan. This involves assessing the overall effectiveness of the plan and the impact of the risk management activities.

9. The ninth step is to improve the risk management plan. This involves identifying areas for improvement and implementing changes to the plan.

10. The tenth step is to maintain the risk management plan. This involves ensuring that the plan remains up-to-date and effective over time.

11. The eleventh step is to report on the risk management plan. This involves providing a regular update on the progress of the plan and the results of the risk management activities.

12. The twelfth step is to conclude the risk management process.



**406 Life Insurance**

- I. The Board shall provide, on a non-contributory basis, a group Life and Accidental Death and Dismemberment insurance plan for each .43 FTE and above certificated teacher in an amount equal to \$85,000. In the event of an accidental death, the insurance shall pay double the above amount. The program of benefits will be as described in a Master Contract between the District and the insurance carrier, but shall be in effect when the teacher is on District-approved travel.
- II. Upon retirement, a certificated staff member may elect to continue in force the Life Insurance coverage provided by the Board during the period of the member's employment if and to the extent allowed by the plan. If such an election is made, the retired certificated staff member shall pay all premiums for the insurance. The maximum face value of such insurance shall not exceed that of the policy provided by the Board to the employee immediately prior to the employee's retirement.
- III. A certificated teacher on an approved leave of absence may elect to continue in force the Life Insurance coverage provided by the Board during the period of the member's employment. If such election is made, the certificated teacher shall pay all premiums for the insurance at the "group rate" premium rate.

#### **410 Health Insurance**

- I. The Kodiak Island Borough School District shall offer a High Deductible group health care plan for certificated employees and dependents with benefits no less than those offered in the Kodiak Island Borough School District Plan Document Effective July 1, 2016.
- II. The High-Deductible Health Plan (HDHP) shall have no more than a \$3500 (individual) and \$7000 (family) deductible. Participation in the HDHP will be at the option of the certificated employee (subject to limited enrollment periods). The District shall also make available a District sponsored health savings account (HSA) conditioned upon and subject to applicable statutes and regulations.
- III. Pursuant to Section 125 of the United States Tax Code as amended, the District shall offer the employees the option of participating in a group health plan. Requirements for and benefits of participation in the health plan shall be set forth in the District's Section 125 Plan which may be amended from time to time to conform to the requirements of Section 125.
- IV. Certificated employees who choose to participate in the health care plan offered by the District shall contribute, through compensation reduction premium costs subject to any applicable limitations of Section 125 of the United States Tax Code as amended.
- V. When a teacher has worked for the District for thirty (30) consecutive days, he becomes eligible for participation.
- VI. No employee covered by this agreement shall receive health insurance from more than one District policy.
- VII. Certificated employees who choose to participate in the health care plan offered by the District pursuant to Section 125 of the United States Tax Code shall contribute through compensation reduction premium costs according to the following schedule:

FY19-20 Base Rate: The District pays 95.74% and the participating employees pay 4.26% of the HDHP rates.

FY2021-2023, the District shall pay 97% and participating employees shall pay 3% of the HDHP rates.

Part-time employees hired after the 1990-1991 school year, or employees moving from full to part-time status who elect to have insurance coverage shall pay a proportionate share of the premium cost. However, no part-time employee shall be required to pay more than fifty percent (50%) of the premium cost.

The employee contributions of the health insurance premium will be deducted in twenty (20) or twenty-four (24) equal contributions beginning with the first pay period in September.

With mutual consent, this item may be altered in such a way as to reduce costs to both parties.

\*If an agreement is not reached for years subsequent to this contract, the last stated schedule of cost sharing will be used to calculate District/employee health insurance premium contributions.

**410 Health Insurance (cont'd)**

**VIII. Surplus of Health Insurance Premiums**

The District will, by December 31st of each year, calculate a final cost of the insurance plan for the previous fiscal year which shall include all participants that were in the Plan for that year. To the extent, if any, there is a surplus of premiums paid in excess of costs, each employee participant will be refunded on or before December 31st of each year, an amount of the surplus that is directly proportional to the amount that the employee participant paid in premiums during the previous fiscal year (as compared to the District's contribution to premium).

**IX. Insurance Committee**

KBEA will participate in scheduled insurance committee meetings (which shall include KIESA, KAA, Exempt Employee and Superintendent Representation). The committee shall meet a minimum of three times per school year (in the fall, spring, and June following receipt of rates) unless otherwise agreed in writing by both parties. The committee shall only consider current health insurance issues such as benefits, selection of broker, surplus accounts, changes or modifications thereto and procedures and protocols related to the operation of this committee. If the committee proposes changes to benefits, such changes may be implemented during the term of this negotiated agreement upon the written agreement of the District and KBEA authorized officials. KBEA shall consider changes proposed by the Insurance Committee in accordance with the by-laws of KBEA. Any party may add an agenda item consistent with this paragraph.

THE UNIVERSITY OF CHICAGO

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**505     Civic Leave**

- I.     All teachers shall be free to perform civic duties, such as non-personal appearances for court subpoenas, jury duty, holding elective public office and/or serving on all committees, commissions, or other appointive bodies established by the Superintendent, Board, Borough Assembly, Commissioner of Education and Early Development, State Commissions, Governor or State Legislature providing that service in this capacity does not, in the opinion of the Superintendent, disrupt the educational process for which the teacher is hired or add unreasonable burden to the District in the opinion of the Superintendent.
- II.    Civic leave requests resulting from court subpoenas will only be granted if such subpoenas are non-personal in nature. A teacher requesting civic leave resulting from being subpoenaed shall submit a written leave request along with a copy of the subpoena to the Superintendent for approval. A teacher granted civic leave resulting from a court subpoena is expected to be absent from his teaching assignment only during the actual court appearance with an appropriate time allowance for travel to and from the court appearance.
- III.   At the discretion of the Superintendent, a certificated staff member may be granted, upon written request, a leave with pay for civic duties at the state and local level.
- IV.   The Board will not be liable for any travel or per diem. Any pay, excluding per diem and travel pay, received for services while on such a paid leave shall be refunded to the District.

## **510     Bereavement Leave**

Three (3) days of non-accumulative paid leave days may be allowed for an absence occasioned by a notification of death or impending death in employee's or their spouse's immediate family. (Immediate family shall be defined as mother, father, husband, wife, son, daughter, brother, or sister.) In case of travel outside Alaska because of notification of death or impending death in the employee's immediate family or spouse's immediate family, an additional four (4) days of non-accumulative paid leave may be allowed.

In the event of the death of an individual not included in the above list, bereavement leave may be granted at the discretion of the Superintendent or designee.

**515 Parental Leave**

- I. Parental leave is defined as a temporary leave of absence without pay due to pregnancy, birth or adoption and shall be available to either parent.
- II. The District shall not discriminate against or exclude from employment an employee on the basis of pregnancy. Pregnancy will be treated like any other temporary disability for all job-related purposes.
- III. Teachers anticipating parental leave are encouraged to notify the District within the first three (3) months (or the first week of school if the third month of pregnancy is during the summer recess). The teacher shall also file with the District a medical affidavit from her physician certifying that no health problems exist which would impair her effectiveness in the classroom.
- IV. Parental leave requests shall include the following:
  - A. Application for leave at least sixty (60) calendar days prior to the approximate leave request date.
  - B. A revised request with a specific leave date shall be filed two (2) weeks in advance of leave date.
- V. Accrued sick leave as provided in Item 525 may be used during the temporary disability resulting from pregnancy.
- VI. Parental leave may begin at the eighth month of pregnancy if the teacher so chooses and continue through six (6) weeks after the birth or adoption of the child. If an employee has been employed full-time at least one year, parental leave may continue through eighteen (18) weeks after the birth or adoption of the child.
- VII. If both members of a teaching couple request parental leave and the District is unable, after diligent effort, to secure a certificated substitute for one of the positions, one of the leaves may be limited to twenty (20) teaching days.

## **525 Sick Leave**

The District & KBEA agree that sick leave is a right that should not be abused. The Board shall credit, without limit, sick leave with pay to all regularly contracted, certificated personnel in a manner consistent with the following provisions:

- (1) Sick leave is accrued at the rate of one and one-third (1 1/3) days for each calendar month or each major portion of each calendar month of actual service.
- (2) Teachers are encouraged to arrange routine medical and dental visits outside the work day.
- (3) The District shall advance the anticipated entitlement of sick leave at the beginning of the school year. Sick leave days used in advance and not earned shall be deducted from the teacher's last paycheck should the teacher not fulfill the teaching contract for any reason.
- (4) Cumulative sick leave earned by a teacher in an Alaskan school district is transferable to any other school district if the teacher's service is continuous; however, a teacher who is on an approved leave of absence may retain cumulative sick leave for the duration of the approved leave.
- (5) A teacher may use accrued sick leave for leave due to personal injury or illness without limitation concerning the duration of usage.
- (6) A teacher may use accrued sick leave for the death, illness, or welfare of a person in the teacher's immediate family (grandparent, mother, father, wife, husband, son, daughter, brother, or sister).
- (7) A teacher is not entitled to reimbursement for accumulated sick leave except as service credit toward retirement.
- (8) The District may require that the employee provide, at his/her expense, a licensed health care provider's statement setting forth the date on which an absence due to illness or disability will commence or has commenced and the expected length of the absence consistent with provisions of FMLA. When requesting sick leave in advance for prearranged appointments, the district may require a licensed health care provider's statement.
- (9) If the District has cause to suspect sick leave abuse, or if the District wants to verify that a teacher is sufficiently well to perform teaching duties, the District may require a licensed health care provider's statement, e.g., when sick leave is used in conjunction with weekends or vacation periods or during parent-teacher conferences. In accordance with 4 AAC 15.040, a false statement by a teacher regarding sick leave is sufficient grounds for cancellation of a teacher's contract and recommendation for revocation of his/her teaching certificate.



**530 Sick Leave Bank**

- I. The Sick Leave Bank shall be administrated by a Sick Leave Bank Committee. The Committee shall consist of two (2) members selected by the Association and one member selected by the Administration. It is the Committee's responsibility to approve or deny requests for Sick Leave Bank usage. In the case of denial, this request for Sick Leave Bank usage may be appealed to the School Board.
- II. Each new member of the bank will donate one day of his sick leave to the bank by their third pay period. Once the bank is built up to four hundred fifty (450) days, no more days will be added until the bank is depleted to three hundred (300) days except for the purpose of entering new members into the bank.
- III. In the event that the bank becomes totally depleted during the school year, each member of the bank will donate an additional day up to a maximum donation of three (3) days per year.
- IV. The first ten (10) days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated sick leave or absence without pay. A teacher on parental leave will not participate in the sick leave bank unless such teacher is disabled due to an illness or injury arising from pregnancy as certified by a physician and approved by the Sick Leave Bank Committee.
- V. A person will not be able to withdraw days from the bank until his own sick leave is depleted.
- VI. The number of Sick Leave Bank days available to a teacher shall equal twice the number of days of sick leave the teacher has accumulated before the first day of school in any school year or twenty-four (24) days, whichever is greater.
- VII. Persons withdrawing Sick Leave Bank days will not have to replace these days except as a regular contributing member of the bank.
- VIII. Sick leave days can only be withdrawn from the bank for individual member's illness.
- IX. Requests for use of Bank Days must be in writing and accompanied by a letter from the attending physician. The request must be filed with the Association President and the building administrator. The approval of the request shall be subject to the attending physician's supportive statement.
- X. Upon separation from the District, a teacher may donate one (1) day of their accrued sick leave to the Sick Leave Bank. The employee must notify the Payroll Department prior to their separation date.

**535 Sabbatical Leave**

**I. Eligibility**

- A. The Board shall have sole responsibility in granting sabbatical leaves.
- B. Teachers who have rendered active service for seven (7) or more years in the District are eligible for sabbatical leave.
- C. The proposed program of study must be educationally beneficial to the District.
- D. The teacher must agree to return to educational work in the KIBSD for two (2) full school years following the leave. A teacher who does not serve for at least two (2) full years after his return shall refund to the District the money paid to him unless his failure to serve is attributable to sickness, injury or death.
- E. Any teacher applying for sabbatical leave must conform to provisions pertaining to sabbatical leave as outlined in Article 4, Sabbatical Leave, Compiled School Laws - State of Alaska.
- F. For the purposes of this leave, "teacher" shall mean any certificated employee.

**II. Application Procedure**

- A. The teacher must submit a letter of application for sabbatical leave to the Association not later than January 25.
- B. A plan of proposed study must be submitted with the application.
- C. The Association President or designee shall submit the applications of all sabbatical leave applicants with any recommendations to the Superintendent not later than February 10.
- D. The School Board has the responsibility for the selection of the teacher(s) to be granted the sabbatical leave(s).
- E. Successful applicants must sign a contract before receiving the benefit.

**III. Benefit**

- A. A teacher(s) on sabbatical leave(s) will receive a stipend of \$10,500 per school year. In addition, the District will pay for health and life insurance as provided for in Items 406 and 410 of this agreement.
- B. Unless it is otherwise agreed, a teacher returning from sabbatical leave shall return to the position as specified in State Law.
- C. The sabbatical leave does not constitute a break in service for sick leave, tenure, and retirement purposes.

**540     Personal Leave**

- I.     All full-time certificated employees shall be entitled to three (3) days per year of personal leave with pay. The choice to use personal leave shall be solely at the discretion of the employee subject to the following conditions.
- II.    Except in emergencies, such employees shall give at least twenty-four (24) hours advance notice to their immediate supervisor of their intent to be absent on personal leave.
  - A.     A teacher shall state on the Leave Register the reason is “personal leave.”
  - B.     Each teacher shall receive three (3) personal days at the start of the school year. Up to ten (10) days can be carried over to the subsequent years with a maximum of thirteen (13) days.
  - C.     No more than five (5) personal leave days may be used in one year.
  - D.     Accumulated personal leave will not be cashed out by employees leaving the District.
  - E.     Village teachers will be allowed two (2) additional days to be used when weather restricts travel back to their villages.
  - F.     In order to assure continuity of the educational program, principals may deny requests for personal leave, if the number of teachers requesting leave for any one day exceeds ten percent (10%) of the teaching staff or otherwise threatens to disrupt the educational program of the school.
- III.   In hardship situations, the Association or the individual may solicit leave donations from the certificated staff. The Association will forward such requests in writing to the Superintendent, who must give final approval of the leave transfers before such leave becomes effective.
- IV.    Personal leave shall not be used to lengthen the summer release.

## **545 Leave of Absence**

The Board shall have sole responsibility in granting leave of absence. The Unit Administrator shall forward completed applications for leave of absence to the Superintendent by March 1 for his review and recommendation to the Board. Such leave may be granted for educational, medical or personal reasons, and each request will be judged on its own merit.

### **I. Guarantees**

- A.** A teacher who withdraws approved application for leave of absence before April 1 shall be reinstated to his former position or to a position where qualified.
- B.** All rights and benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and privileges under the non-retention statutes shall be restored to him upon his return to the District.
- C.** Upon return from a leave all attempts shall be made to assign an employee to his former position or some other position for which he is qualified, within the same town or village at the time said leave commenced, unless a teacher requests a transfer and it is granted.
- D.** The teacher may elect to pay premiums for District-wide insurance during this period, if allowed under the group insurance contract.
- E.** A teacher returning from a leave of absence must notify the Superintendent by March 1 if he plans to return to the District the next fall.

**550 Professional Development Leave**

Teachers who are awarded a Professional Development Grant by the Kodiak Borough Education Association will receive up to two days of Professional Development Leave. The grant application and follow-up report will be copied to the Superintendent's office. A maximum of sixteen (16) days will be granted. With the Superintendent's prior approval of the grant application, an additional day of Professional Development Leave may be awarded.

## **600 Employment and Working Conditions**

600.01 Employment and Working Conditions  
600.02 Employment and Working Conditions  
600.03 Employment and Working Conditions  
600.04 Employment and Working Conditions  
600.05 Employment and Working Conditions  
600.06 Employment and Working Conditions  
600.07 Employment and Working Conditions  
600.08 Employment and Working Conditions  
600.09 Employment and Working Conditions  
600.10 Employment and Working Conditions

**605 Length of Contract**

Total Contract days shall be applied as follows:

<b>Days with students (*)</b>	<b>181</b>
<b>Work day before the opening of school</b>	<b>1</b>
<b>Flex work day (**)</b>	<b>1</b>
<b>Work day on the second to last day of school (***)</b>	<b>1</b>
<b>Holidays</b>	<b>5</b>
<b>TOTAL DAYS</b>	<b>189</b>

\* Up to ten of these days may be allowed as state-approved inservice.

\*\* A plan to utilize the flex work-day shall be determined by the majority of the building faculty and approved by administration.

\*\*\* A plan to utilize the last day of school as the work day may be implemented if supported by a majority of the building faculty and approved by the building administrator and the Superintendent.

The day that was previously denoted as voluntary inservice is eliminated from the length of contract with full recognition of the commitment of teachers to their professional development. This change does not affect the salary schedule.

**607 Working Day**

- I. Teachers will work a maximum of seven (7) hours per day exclusive of the thirty (30) minute duty-free lunch period and assigned or contracted extra-duty.
- II. When the District and a full time secondary teacher agree on a contract addendum that the teacher will teach a class during his/her prep period, the teacher will have an FTE calculated consistent with Item 608 for the period of the time that the addendum is in effect. For example, teaching six periods in a six period schedule of equal length will result in a FTE of 1.2. If the District and teacher agree to an addendum as provided in this section, the District shall inform the Association or the Association may request the information but the District shall not be required to advertise the addendum.



**608 Part-time Employees**

- I. Part-time employees are those certificated employees who are contracted for less than full-day or full-year employment.
- II. Assigned duty shall be proportionate to the number of contracted work hours per day. Assigned duties will coincide with the part-time employee's working day.
- III. Required attendance by part-time employees on workdays shall be proportionate to contracted work hours. However, this does not preclude attendance beyond the proportionate contracted hours.
- IV. The required level of attendance by part-time employees at inservice will be determined by the District. Any additional time will be compensated at the teacher's regular pay rate.
- V. Beginning in FY 2010, part-time employees who are employed for 140 or more days of the school year shall receive one (1) full step on the salary schedule the following year. Less than 140 days requires two (2) years of service to receive one (1) full step on the salary schedule.
- VI. The FTE of part-time secondary teacher contracts will reflect the fraction formed by dividing the time required by the part-time assignment (including preparation and duty time) divided by the seven hour working day. The FTE of a part-time secondary teachers contract in student schedules of equal length will be determined by the formula: number of teaching periods divided by the number of periods in the student schedule minus one. For example, a teacher teaching three periods in a six period schedule of equal periods:  $FTE = 3/(6-1) = .60$  FTE. The FTE of part-time secondary teacher contracts in student schedules of unequal length periods will be determined on a case by case basis by the District and the Association.
- VII. In a situation where a secondary school schedule changes, a tenured part-time employee who was under the old schedule will be offered an assignment with at least the same FTE as his/her previous teaching assignment. If the tenured part-time employee accepts changes in his/her FTE to accommodate a secondary school schedule change, the District will, in subsequent years, provide the tenured part-time teacher at least the original part-time FTE.

**610 Individual Teaching Contract**

- I. The contract for regular teaching positions will conform to the standard contract conditions as set forth in 4 AAC 18.010. The Board will sign all contracts prior to the submission to the candidate for signature. Signed contracts must be returned to the District within thirty (30) days of receipt.
- II. No individual teaching contract shall differ in format from the standard contract as accepted by both the Board and the Association as set forth in Item 615.
- III. Beginning in FY 17, certified contracts will be issued electronically through the employee portal and must be accepted electronically.
- IV. Certificated teachers may be offered additional extra-duty contract(s) (Item 620) separate from their individual teaching contract.
- V. A certificated employee who breaks a signed contract without the agreement of the District creates a significant burden on the District and School Staff. A certificated employee who breaks a signed contract without District agreement is subject to \$1000 in liquidated damages to partially compensate the District for damages associated with the breach including, but not limited to, staff coverage obligations and recruitment obligations. This amount may be deducted from any amounts due to the certificated employee. This provision shall not be construed as limiting the District from taking other action with either the Department of Education and Early Development, or the Professional Teaching Practices Commission.
- VI. Teachers currently employed by the District who wish to break their contract for the following school year can do so before March 1 without penalty.

615 Contract of Employment

20\_\_ - 20\_\_  
**CONTRACT OF EMPLOYMENT – TEACHER**

This contract, made and entered into this [day] of [Month], 20[ ], by and between the **KODIAK ISLAND BOROUGH SCHOOL DISTRICT**, hereinafter referred to as **DISTRICT**, and <<Last Name>>, <<First Name>> hereinafter referred to as **TEACHER** witnesseth:

In consideration of the mutual covenants and agreements hereinafter contained and of the **DISTRICT'S** employment of **TEACHER** and the rendering of services thereunder by **TEACHER**, the parties do hereby agree as follows:

1. **TEACHER** shall, under the authority of said **BOARD** or its successors, and subject to the supervision and authority of the properly authorized Superintendent of Schools or supervisory principal, teach in said School District during the \_\_\_\_\_ school year beginning on or about \_\_\_\_\_ and terminating on or about \_\_\_\_\_, for a total of not to exceed 189 days.
2. **DISTRICT** shall pay **TEACHER** in accordance with the following salary schedule:

CLASSIFICATION	EDUCATIONAL LEVEL	EXPERIENCE STEP	ANNUAL SALARY RATE	FTE
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Payable in either twenty (20) or twenty-four (24) (elect one) equal payments, the first to be made On \_\_\_\_\_, with subsequent payments made on or before the 8<sup>th</sup> and the 23<sup>rd</sup> of each month, less the contributions required by law and those to be paid to the Teacher's Retirement Fund, and less other proper deductions for loss of time.

3. **TEACHER** is obligated to abide by the code of ethics and the professional teaching standards adopted by the Professional Teaching Practices Commission.
4. Both parties agree that the **DISTRICT** is bound by the provisions of Title 14 of the Alaska statutes, as they pertain to Borough School Districts and **TEACHER** is bound by the same as they apply to Borough **TEACHERS**, and by the rules and regulations of the **DISTRICT**.
5. **TEACHER** represents that he/she holds all certificates and other qualifications required by law to be employed as a **TEACHER**; he/she understands that this credential must be registered in the office of the Superintendent of the **DISTRICT** by the first day of employment with the **DISTRICT**. Contract to be terminated without penalty to the **DISTRICT** should the **TEACHER** fail to obtain a valid certificate in accordance with 4 AAC 12.
6. **TEACHER** agrees to file with the Superintendent of the District a current Medical Certificate on a form furnished by the **DISTRICT**, and agrees that no salary shall be payable

**615 Contract of Employment (cont'd)**

by the **DISTRICT** 60 days after receipt of contract unless a current Medical Certificate has been filed.

7. **TEACHER** agrees to the following oath of allegiance as prescribed by AS 39.05.045:

*"I do solemnly swear (or affirm) that will support and defend the Constitution of the United States and The Constitution of the State of Alaska, and that I will faithfully discharge my duties as a teacher as to the best of my ability."*

Or, if the teacher is not a U.S citizen, the following:

*"I do solemnly swear (or affirm) that I do not advocate the overthrow of the constitutional form of government of the United States or Alaska, and that I will faithfully discharge my duties as to the best of my ability".*

8. This contract to be terminated without liability to the employing **DISTRICT** should the **TEACHER** fail to discharge the duties imposed either through incapacity or disability, or for cause as determined by AS 14.20.170.
9. This contract to be terminated without penalty to the employing **DISTRICT** should it become necessary to eliminate the position because of a decreased enrollment; provided at least thirty (30) days written notice is given; and provided further that, in hardship cases, the employing **DISTRICT** may, in its discretion, afford such compensation as it deems necessary, but not to exceed payment for twenty (20) days of service at regular contract per diem rate.
10. **TEACHER** may be obligated to pay \$1000 in liquidated damages if the **TEACHER** breeches this agreement as provided in Section 610 of the Negotiated Agreement.
11. **TEACHER** agrees to join the Sick Leave Bank as per the terms of item #530 in the Negotiations Agreement.
12. **TEACHER** authorizes deductions for the Teachers' Retirement System, if eligible.
13. The contract becomes void if the **TEACHER** does not return a signed copy to the **DISTRICT** within thirty (30) days of receipt.

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BOARD MEMBER

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BOARD MEMBER

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TEACHER

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MAILING ADDRESS

**620     Extra-Duty Contract/Addendum Exhibit III**

Name: \_\_\_\_\_  
Range: \_\_\_\_\_ Experience Step: \_\_\_\_\_

**EXTRA-DUTY CONTRACT**

You are hereby offered an extra-duty contract for \_\_\_\_\_  
\_\_\_\_\_ for school year 20\_\_ - 20\_\_. The salary for this will be \_\_\_\_\_. This contract is subject to student participation as set out in Article 365 of the Collective Bargaining Agreement between KBEA and KIBSD.

Signatures:

\_\_\_\_\_  
Unit Administrator

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

*Year-long extra-duties will be paid one-half in January and the remaining contract amount following completion of the contract in June.*

**625     Right to Accompaniment**

If, during the course of a meeting with an administrator, a teacher feels the need for assistance or believes he is facing or may face disciplinary action, the meeting will be recessed for a reasonable period of time until another readily available teacher of his choice can be found to accompany him for the remainder of the meeting.

## 627 Due Process

**No certificated employee shall be disciplined without just cause.**

## **629 Teacher Reassignment Procedure**

### **I. Definitions**

A. Reassignment is defined as movement within a building and may be classified as voluntary or involuntary.

B. Reassignment that is voluntary can also include increases and reductions in contracted hours when that change is beneficial to the program and agreed to by both the unit administrator and individual teacher.

### **II. Reassignment may occur before new positions become open for transfer.**

### **III. Involuntary Town Elementary Reassignment**

The Board and the Association recognize that some involuntary reassignments of a teacher within a school may be in the best interest of the District. The procedure shall be as follows:

A. Written notice of an involuntary reassignment for the coming year should be given to certificated employees as soon as practicable and not later than the end of the school year.

B. If an involuntary reassignment becomes necessary during the week prior to the start of school, or during a current school year, the certificated employee involved shall be given four (4) extended contract days to prepare for the new position. Approved retraining shall be at District expense.

C. Teachers involuntarily reassigned shall be provided written reasons for the reassignment upon request. Involuntary reassignments shall not be used as a disciplinary action.

D. Certificated employees who have been involuntarily reassigned shall be informed of positions which become available in the District and may request the positions, in order of preference to which they desire to be transferred or reassigned.

E. All formal evaluations of a teacher who has been reassigned involuntarily shall, if requested:

1. Contain a statement of the circumstances
2. Reflect the efforts of the teacher to get the training necessary to become qualified in that position.



## **630 Teacher Transfer Procedure**

The Board has the right to transfer any teacher as reasonably necessary to any school within the District provided that the teacher is qualified in the new position.

### **I. Definitions**

A. Transfer is defined as movement from building to building.

### **II. Reassignment may occur before new positions become open for transfer.**

### **III. Voluntary Transfer**

A. Recognizing the desirability of filling vacancies and new positions from within the District's own certificated staff, the following policies shall be followed when employees are qualified:

1. All certificated employees shall have equal access to the teacher transfer procedure.

2. District certificated employees shall be given preference when requesting positions within the District for which they are qualified.

3. When a position opens and a qualified employee of the District has applied for the position, that employee will get consideration for the position. All qualified teachers being considered for transfer will be interviewed by the building administrator, district administrator, or building hiring team. The transfer will be granted, provided the employee is the most qualified among those being considered for the position. If the transfer is denied, the teacher, upon request, will be provided with written reasons for the denial.

4. Qualifications shall include evaluations, experience, formal training, any applicable state or federal standards for teachers in that position, and length of service.

5. Transfers after August 1 are at the discretion of the Superintendent.

6. If a position comes open after the first school day and is filled by a new hire, that position is open for voluntary transfers the following school year. This voluntary transfer option is available only to those teachers who expressed an interest in writing during the first thirty (30) days after the position was filled

### **IV. Involuntary Transfer**

A. The Board and the Association recognize that some involuntary transfers of a teacher from one school to another may be in the best interest of the District. The procedure shall be as follows:

1. Written notice of an involuntary transfer for the coming year shall be given to certificated employees as soon as practicable but not later than the end of the school year.

**630 Teacher Transfer Procedure (cont'd)**

2. If an involuntary transfer becomes necessary after the end of the school year, or during a current school year, the certificated employee involved shall be given fourteen (14) calendar days, exclusive of holidays, notice before the transfer occurs and shall be given three (3) to seven (7) contracted preservice or inservice days to prepare for the new position. The employee and Superintendent may agree to a greater or lesser number of days. Approved retraining shall be at District expense.
3. Any teacher involuntarily transferred from one village to another or from village to town shall have moving expenses paid by the District as required by state law.
4. Teachers involuntarily transferred shall be provided written reasons for the transfer. Involuntary transfer shall not be used as a disciplinary action.
5. After notification of transfer, the Superintendent shall meet with the certificated employee upon his request, up to a maximum of seven (7) calendar days after the notice, at which time the employee may request reasons for the transfer be placed in his personnel file.
6. Certificated employees who have been involuntarily transferred shall be informed of positions that become available in the District and may request the positions, in order of preference to which they desire to be transferred or reassigned.
7. All formal evaluations of a teacher who has been transferred involuntarily shall, if requested:
  - i. Contain a statement of the circumstances
  - ii. Reflect the efforts of the teacher to get the training necessary to become qualified in that position.

**B. Miscellaneous**

1. It is agreed that teachers assigned to schools in town shall not be involuntarily transferred to village schools.
2. Once married teaching couples are placed in village schools, the District agrees not to involuntarily transfer one of the spouses. However, the couple may be transferred to another location.
3. Involuntary transfers of existing staff may be used to accommodate the qualifications of the most senior person(s) on the recall list as defined in Item 635.

**635 Reduction in Force**

**I. Introduction**

In the event it becomes necessary to have a staff reduction, in accordance with AS 14.20.177, the procedure below shall be followed.

**II. Definitions**

A. Reduction in Force (RIF) for the purposes of this agreement means a staff reduction pursuant to AS 14.20.177.

B. "Seniority" means an employee's length of continuous service in years, months, and days with the District. Seniority shall accrue from the date of Board action to offer an employment contract. Such action shall be retroactive if the employee is currently employed. Seniority is further modified or defined by the following:

1. Time spent on unpaid or paid leave shall count toward seniority.
2. Seniority earned as an employee shall be retained so long as the individual remains an employee of the District.
3. Seniority of part-time employees shall not be prorated but rather shall be treated as if they had always been employed on a full-time basis.
4. Ties in length of service shall be resolved by lot.
5. A teacher hired to replace a teacher on a leave of absence or sabbatical leave is not defined to have seniority over a regular first year teacher. These leave replacement teachers will be placed at the bottom of the seniority list as follows: first hired, highest seniority. In recalling teachers from this category, the desired content endorsement is an additional qualification. Such a teacher shall be notified by letter, at the time of hire, that they are replacing a teacher on leave of absence or sabbatical leave and the name of the teacher they are replacing shall be specified in the letter. A copy of the letter shall be forwarded to the Association within thirty (30) days of hire. If the teacher named in the notification letter does not return to the District, the leave replacement teacher becomes a regular teacher for seniority purposes.

C. "Layoff" means an unpaid, involuntary, suspension of employment caused by a reduction in staff.

D. "Recall" means the right to return to service during the layoff period. Recall shall be available to the laid off employee for three years, commencing on the opening day of school in the calendar year in which the employee was laid off.

E. "Qualified" for the purposes of this item shall be defined by criteria set forth in AS 14.20.177.

**635 Reduction in Force (cont'd)**

F. "Seniority List" means a District-wide list specifying each teacher by the order of seniority as per item no. 2 above. The list shall be prepared by the District, and a copy shall be provided to the Association by November 1 each year, if so requested.

**III. Preventative Procedures**

If a RIF becomes necessary, the District shall, to the extent possible, first try to place the employee in another available vacant position for which they qualify, then use attrition, then give special consideration to any employee request for unpaid leaves, then allow job sharing, then solicit volunteers for leave of absence. To effectuate this procedure the following shall occur:

A. The District shall, through a letter of intent at least two (2) weeks prior to the date by which the employee must be notified of nonretention, canvass the employees to determine which, if any, employee(s) intends to resign (or retire) effective at the conclusion of the school year, as per the provisions of Item 640 of this agreement.

B. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a RIF, the District shall accept applications from individuals who would like to share a single position. Employees who volunteer to job share will each receive the appropriate proportion of their annual salary. Such employees will also, for the purposes of seniority, receive credit for a full year's service for each year they are involved in job sharing caused by a RIF. Once an employee has elected to job share, the employee is bound by that election unless recalled to a full-time position as set forth in Sections F and G of this article.

C. If the number of voluntary resignations and approved leaves of absence is not sufficient to eliminate the need for a RIF, the District shall seek and consider additional requests for leave of absence and shall agree to provide any such volunteers insurance, as per Items 406 and 410 of the agreement (if allowed under the group insurance contract), for the duration of the leave of absence.

D. This provision is not available to employees who have applied for and been granted leave of absence under Item 545 of this agreement.

E. The insurance benefit will be terminated if the person on leave applies for unemployment compensation.

F. If the number of voluntary resignations and approved leaves of absences are not sufficient to eliminate the need for RIF, the District shall solicit personnel for voluntary lay-off. Volunteers shall be placed on a priority substitute list. They will be called based on seniority and paid at the prevailing substitute rate. Those persons volunteering for layoffs will be placed at the top of the recall list on the basis of their seniority.

**635 Reduction in Force (cont'd)**

**IV. Initiation of RIF**

The District shall notify the Association of any potential need for a RIF at least thirty (30) days prior to any employees receiving notification of layoff. Accompanying the notice shall be supporting documentation used by the District to conclude that a RIF may be necessary.

**V. Layoff Procedure**

A. In the event that the procedure specified in Section D above fails to eliminate the need for a RIF, the least senior employee, pursuant to the seniority list, shall be notified in writing that he/she is to be placed on layoff. Such notice shall be given by May 15 or by the date required by state law. This process will continue until the required number of employees are placed on layoff.

B. Laid off persons will be eligible to enroll in COBRA health insurance coverage at the group rate at the employee's expense. This level of health insurance benefits shall be the same as the regular District health plan offered to certificated staff.

C. If one of the laid off persons holds an endorsement in Special Education and no one in the District holds the necessary endorsement to fill the position, the next person on the seniority list may be laid off instead.

D. If a person holds a position in which no other employee can demonstrate that they can perform the duties, or has actually taught the subject, the laid off person may be retained and the next person on the seniority list may be laid off.

E. Notwithstanding the provisions of this agreement, if there is a reduction in staff, it is agreed that minority employees employed as a result of affirmative action goal shall not be reduced in the percentage greater than the percentage of employed minority employees.

**VI. Recall Rights**

A. Employees who have been laid off shall be entitled to a hiring preference for any vacant position(s) for which they are qualified.

B. Vacant positions shall be offered to laid off employees in the inverse order of layoff according to qualifications. In the event the most senior laid off employee is unqualified for a recalled position, the District will make every effort, by the transfer of current staff, to create a position for which the most senior laid off employee is qualified.

C. It is the responsibility of the laid off employee to provide the District with a current mailing address and phone number, and failure to do so may be sufficient reason to remove them from the seniority list.

**635 Reduction in Force (cont'd)**

D. All rights and benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave and privileges under the nonretention statutes shall be restored to the employee upon returning to employment.

E. For purposes of salary step placement the employee, on reemployment, will be credited with all previously credited service. Any educational training acquired during the layoff will be evaluated for advancement on the salary schedule according to Item 335 of this agreement.

**VII. Recall Conditions and Termination of Recall Rights**

A. Offers of recall made to the employee may be verbal or written. The employee upon receipt of the recall offer shall have thirty (30) days to respond. Failure to respond in the time provided or failure to provide the District with a current address and telephone number shall constitute a refusal of the offer and terminate the employee's recall rights.

B. In the event a laid off employee is recalled to a position, which, based on job requirements, they feel unable to perform, the employee may submit a refusal to the Superintendent for review. If, after administrative review, it is determined that the employee's request is upheld, the District shall not consider this a refusal of recall. The employee's recall rights shall continue. If the employee's request is denied, the District shall notify the employee of denial, and the employee shall be given the opportunity to accept the position. If the employee then refuses the position, his recall rights will be terminated.

C. Challenges: Any challenge by an employee or the Association to the seniority list must be made within sixty (60) days of the Association's receipt of the seniority list.

**640 Notification of Non-reemployment**

- I. The District shall notify any non-tenured teacher it does not intend to re-employ before May 15. This regulation is applicable to teachers who will have completed at least one (1) full year of service to the District at the expiration of their contract.
- II. All certificated personnel shall submit a notice of intent to renew or not renew their contract to the Superintendent's office by March 1. They need not submit a resignation at this time if they intend to leave the District at the end of their contract, but should signify their intentions to do so if such action is contemplated. Early notification will allow the District to begin preliminary recruitment pending final decision by the teacher, which should be in the Superintendent's office by at least July 1.

**645 Notification of Assignment**

The Board agrees that all returning teachers will be given a written notification of tentative assignment, including probable grade level and/or subject area and building, prior to or simultaneous with the issuance of contracts.



**650 Notice of Vacancies**

- I. All vacancies of certificated positions that occur during the school year will be advertised for a minimum of three school days. A copy will be emailed to the Association President at this same time. Unit administrators will post such notices in teachers' lounges as soon as received. Vacancies will also be posted on the district website and sent through district email to certified teachers. In order to be considered for any of these positions a teacher must call the Superintendent's office and indicate his/her interest.
- II. From June 1st and through July 15th, the District will advertise and post vacancies for three days. In order to be considered for any of these positions, a teacher must call the Superintendent's office and indicate his/her interest.
- III. After July 15th, the District will advertise and post all teaching vacancies for two days. In order to be considered for any of these positions, a teacher must call the Superintendent's office and indicate his/her interest.
- IV. Hires and transfers after August 1 are at the discretion of the Superintendent.
- V. If a position comes open after the first school day and is filled by a new hire, that position is open for voluntary transfers the following school year. This voluntary transfer option is available only to those teachers who expressed an interest in writing during the first 30 days after the position was filled.

**653 Inservices and Workshops**

- I. During the contracted days, teacher attendance at all inservice and workshops is mandatory unless the notification of such states otherwise.
- II. Notification for all other inservices and workshops shall state whether attendance is voluntary or mandatory.
- III. The District may establish up to two (2) additional inservice days for new teachers and rural staff to address identified needs of those specific groups without including other teachers.

A. All planning and costs associated with these additional inservice dates will be the responsibility of the District.

B. Should it be determined that these inservices will be offered on dates not already covered by the school calendar, teachers will be paid their daily rate.

**IV. Building-Level Inservice**

Every unit administrator shall meet with his instructional staff to discuss and plan the content of the inservice for that unit. Recommendations for unit inservice shall occur within the first thirty (30) days of each school year. The final determination as to the implementation of staff recommendations will be made by the unit administrator subject to approval of the Superintendent and the School Board.

**V. Inservice for Village Teachers**

If attendance by village teaching couples or a village single parent teacher is mandatory for District inservice or workshops, dependent child travel will be paid by the District if needed.

**655 Payroll**

- I. Certificated personnel will be offered a choice of a ten (10) or twelve (12) month payroll. If a scheduled payday occurs on a holiday or weekend, payment will be made on the business day prior to the scheduled payday. Leave and earnings statement will be distributed on each payday.

A. Employees will be paid on the 8th and 23rd of each month.

- II. Certificated personnel on the twenty-four (24) payment plan have the right to request and receive their final payments by July 1 following the end of the school year with two weeks' notice to the business office.

Should an individual certificated teacher find himself in hardship circumstances due to this two week notice, an appeal for change may be made to the Superintendent.

- III. All employees will participate in the direct deposit program. Employee earnings will be available at the opening of bank business on payday.

**660 Payroll Deductions**

- I. Payroll deduction services will be provided to all certificated personnel. A uniform authorization procedure shall be established by the administration for these voluntary deductions in equal amounts from each paycheck and their transmittal to the appropriate payee, within a reasonable amount of time. Employees will be permitted to change voluntary deductions. These deductions will take effect on the following pay period.

## **665 Preparation Period**

- I. A preparation period will be granted each secondary teacher by designating one of the student periods as his preparation period. Each day that this period is contained in the daily schedule, the teacher will be given this period for preparation. Preparation periods will be duty-free without the presence of students. (A student period shall be defined as one of the class periods of the master schedule.) Preparation periods will not be assigned during the zero hour except by mutual consent. A secondary teacher is defined as teaching grades seven (7) through twelve (12).
- II. Every K-5 elementary teacher will be given preparation time of not less than two hundred (200) minutes per week. Preparation time will include at least forty (40) consecutive minutes, during the student day, and will be duty-free without the presence of students. The student day is to be determined on a school-by school-basis.
- III. A sixth grade teacher's amount of preparation time is determined by building location. If sixth grade is located in the middle school, preparation time will align with Item I; if located in the elementary schools, preparation time will align with Item II.
- IV. In schools of four (4) or less teachers, the student day will be adjusted so that the preparation period may be provided at the end and/or beginning of the day in blocks of time no less than 40 minutes duty free without the presence of students.
- V. Non-classroom teachers will be given preparation time of not less than two hundred (200) minutes per week duty free without the presence of students. Because non-classroom teachers are often responsible for their own schedule, if a non-classroom teacher does not believe he/she is receiving 200 minutes preparation time, the teacher shall meet with his/her supervisor to work out a schedule that provides 200 minutes preparation time.

**670 Board Policy Manual**

**An updated copy of the Board Policy Manual will be made available to all certificated employees.**

## **675 Personnel Files**

### **I. Permanent Files**

All teachers' permanent personnel files shall be maintained under the following conditions:

- A. All materials in the teacher's permanent personnel file shall be available to the teacher for inspection upon request.
- B. Security measures shall be taken to ensure confidentiality of information contained within the personnel file.
- C. Only administrators and designated administrative and business department staff shall have access to the personnel file without the written permission of the teacher. Access to personnel files by the School Board shall occur only after authorization by the Board in regular or special session. Authorization must state specific files and purpose for access. Certificated employees shall receive notice of pending action.
- D. A standard checkout form shall be attached to the cover of each personnel file. Each person who accesses that file must note his or her name, check-out date and check-in date.
- 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 has read such material by affixing his signature to the actual copy to be filed within three days of receipt. Such signature does not necessarily indicate agreement with the content of the material. Should the teacher fail to sign or refuse to sign any document intended for filing in the personnel file, the Superintendent and Association President shall note the item was filed only after the teacher failed or refused to sign the item.
- F. Evaluation forms and other documents pertaining to teacher performance and character shall remain in a permanent part of the certificated staff member's personnel folder, and no such items shall be removed without written notification to the teacher and consent by the teacher. Removal as used in this section is defined as the permanent removal from the personnel files and not to be considered part of the file.
- G. The teacher shall have the right to respond in writing to any material filed, and such response shall be included in the file.

**675 Personnel Files (cont'd)**

**II. Unit Files**

- A. Unofficial unit files may be maintained from year to year which may contain copies of information filed in the central personnel file, memoranda presented to the teacher to which the teacher has had the opportunity to respond, information such as the teacher's names, address, phone number, leave slips and other objective information. This file shall be available for inspection by the teacher. Information in the unofficial unit file(s) may be filed annually in the central office personnel file. For the purpose of this section, Special Education Services shall be considered a distinct unit.
- B. Only the unit administrators or Superintendent shall have access to the unit file(s) without the written permission of the teacher.
- C. In the event a teacher transfers to a different unit, information in the unofficial unit file shall be reviewed by the unit(s) administrator(s). Information contained in the unit file will be either forwarded to the personnel file or destroyed.
- D. In the event of a change in unit administration, information in the unofficial unit file shall be reviewed by the outgoing administrator(s). Information contained in the unit file will be either forwarded to the personnel file or destroyed.



**680     Administrative Leave for Curriculum Development**

When assigned duties concerning curriculum development require time outside normal teaching hours, equivalent administrative leave will be given or inservice time will be used.

**685     Duty-free Lunch**

Every certificated employee in a school of four (4) or more teachers will be given thirty (30) consecutive minutes of duty-free lunch between the hours of 11:00 a.m. and 1:00 p.m.

**690 Administrative Forms**

Prior to the beginning of each school year, the administration will prepare the administrative forms needed to implement items in this agreement. These forms will be available in each school office and the Central Office during normal office hours.

**695 Village Rent**

- I. The District will provide housing units for village teachers at the following rate per housing unit: \$250 per month
- II. All utilities will be the responsibility of the teacher(s) occupying the unit.
- III. The teacher will do an initial check-in with a district representative as designated by the Chief Business Officer and will sign a sub-lease agreement with the District. The teacher agrees to pay a security deposit equal to the cost of one month's rent as charged to the District. The security deposit can be paid in a single payment or deducted from the payroll over the first four months of the school year.
- IV. The teacher will identify whether they prefer a 10-month (August 15-June 15) or a 12-month lease. If the teacher chooses a 10-month lease, the unit must be completely vacated by June 15.

## 700 Association Rights

The following information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is not a contract and does not constitute an offer of insurance or any other financial product. The information is not a contract and does not constitute an offer of insurance or any other financial product.

**705     Use of Facilities**

Requests for access by Association representatives to classrooms after school for the purpose of conducting meetings will be granted by the Superintendent or his designee provided that no interference with the instructional program would be occasioned by the granting of such requests.

## **710     Association Meetings**

Upon request of the Association President, all teachers shall be authorized the use of school time every month for the purpose of holding general meetings at 3:30 p.m. These meetings may be held on District property. Any teacher not in attendance shall be expected to remain at his normal duty station for the remainder of the duty day. The Board and Superintendent are welcome to attend all meetings, but the Association reserves the right to exclude non-members from certain business portions of the meetings.

**715     Employer Information**

The Board agrees to make available to the Association, at the Superintendent's office, a copy of all material that is not specified as confidential by the Superintendent which is prepared for the School Board prior to all regular or special sessions.



**730 Teacher Evaluation**

- I. When the Board reviews the teacher and administrative evaluation procedure, a list of proposed changes will be submitted to the Association. The Association will be given thirty (30) days to solicit and submit written input concerning those proposed changes.
- II. At the regularly scheduled Board meeting when the proposed changes are considered, the Association's recommendations will be read into and made a permanent part of the Board record.
- III. 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 and Early Development.
- IV. The evaluation must clearly indicate when information other than specific observations by the evaluator has been used and clearly identify the source and the information.
- V. A brief summary of the evaluation document will be created by the Evaluation Committee and distributed to certified teachers.

**735     President's Leave**

- I.     The Board shall grant the President of the Association a maximum of three (3) days for Association business provided that the President of the Association has been assigned a full teaching schedule.
- II.    The President of the Association shall give twenty-four (24) hours notice to the unit office when President's leave is to be used.

**740 Association Leave**

- I. The Board shall grant twenty-five (25) days per year of paid Association leave to be used at the discretion of the Association. In addition, fifteen (15) such days shall be granted in the event an Association member is elected to the NEA/Alaska Board of Directors. The President of the Association shall notify the Superintendent in advance whenever Association leave is to be used.
- II. The Association will recognize its responsibility for maintaining the continuity of the educational program when utilizing this provision.
- III. Any days in excess of the above will be granted at the discretion of the Superintendent. The Association will reimburse the District for the cost of substitutes for the additional days granted.
- IV. A leave of absence of one (1) year without pay will be granted upon request of one (1) teacher designated by the Association for the purpose of serving as an officer of an education association affiliated with the bargaining unit. Such leave will be limited to one (1) at the state or national level of the Association.

**745 Association Membership Dues**

- I. The Association will advise the Board of the amount of the Association membership dues by September 1 of each school year.
- II. The Board shall then deduct an amount equal to the Association membership dues from the paychecks of each teacher who affirmatively consents to the deduction of membership dues from his/her paycheck, commencing with the first paycheck in November or within 30 days of the teacher's initial employment date (whichever occurs later), and ending no later than April 23. Such deductions will be in equal amounts and immediately transmitted to the Association.
- III. Along with the first transmittal, the Board will furnish the Association with a list showing the names of all teachers from whose salary membership dues have been deducted and the amount deducted from each teacher.
- IV. The Board agrees to notify the Association, by certificated letter to the Association address, within ten (10) days of receipt of any written objection regarding any claim, demand, suit or other form of liability regarding implementation of the provisions of this article.
- V. Upon issuance and transmission of membership dues payments to the KBEA Treasurer, the Board's responsibility and liability shall cease with respect to deductions covered thereby. The Association hereby undertakes and agrees to indemnify, defend, and hold harmless the Board, the School District, administration, officers, agents and employees from all claims, demands, suits, grievances, or other forms of liability that may arise against or on account of any deductions made from the wages of such employee.