

COLLABORATIVELY NEGOTIATED AGREEMENT

of

KAKE CITY SCHOOL DISTRICT

and

THE KAKE EDUCATION ASSOCIATION

July 1, 2007 – June 30, 2010

This agreement reflects a tentative agreement of the collaborative bargaining team of Teachers, Board members, and Superintendent, and once signed under Article 19 Term of Agreement, by the authorized Presidents and Secretaries, then becomes the official agreement for the term noted above.

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The Board of Education of the Kake City School District and the Kake Education Association recognize that the Kake City School District Board of Education, under law, has the final authority for establishing policies, including salaries and wages, for the District.

The Superintendent and the administration staff of the District have the responsibility for carrying out the established policies.

The teaching staff has the responsibility, under the established Board of Education policies, for providing an education program of excellence for each child.

1. RECOGNITION:

1.1 The Kake City School District Board of Education, hereinafter called the BOARD, will recognize the Kake Education Association, hereinafter, called the ASSOCIATION, as the bargaining agent for all certified teachers under regular teaching contract, excluding administrative personnel such as the Superintendent and Principal if they have exercised that option under State Statute.

1.2 Neither the ASSOCIATION nor the BOARD, shall discriminate on the basis of race, creed, color, natural origin, marital status, religion or sex.

2. SCOPE:

2.1 The BOARD shall negotiate in good faith with its certified staff on matters pertaining to their employment and the fulfillment of their professional duty in accordance with State Statute.

2.2 Nothing in this agreement may be construed as an abrogation or delegation of the legal responsibilities, powers and duties of the BOARD including its right to make the final decisions on policies in accordance with State Statute.

2.3 The ASSOCIATION shall negotiate in good faith with the BOARD, and the ASSOCIATION shall make its best faith efforts to see that its members comply with the terms of the Comprehensive Negotiated Agreement.

2.4 Should any provision of this agreement prove to be contrary to law or regulation, such provision shall not be deemed valid, but all other provisions or applications shall continue in force and effect.

3. NEGOTIATIONS PROCEDURE:

3.1 A written request for negotiation meetings shall be submitted by the ASSOCIATION through the Superintendent to the BOARD or by the BOARD through the Superintendent to the president of the ASSOCIATION prior to December 1 of the negotiations year, suggesting the start of negotiations and recommending a beginning date.

3.2 A written response shall be made by the receiving party and a mutually acceptable time for the first meeting shall be established which shall be within twenty (20) days of receipt of the request for negotiations to commence.

3.3 The first meeting shall be held for the purposes of establishing procedures under which the negotiations will be conducted and the exchange of proposals between the ASSOCIATION and BOARD.

- 3.4 Meetings shall be scheduled during the workday and on weekdays at a mutually agreed upon time and place. Further, in the event that ASSOCIATION LEAVE is exhausted, the negotiations will take place between the last student day and August 15.
- 3.5 Except as required by AS 23.40.235, initial proposals, last-best-offer proposals, tentative agreements before ratification, and final agreements reached by the parties are public documents and are subject to inspection and copying. Any information divulged to the general public regarding discussions between the parties shall be based upon written statements approved by both groups prior to release. Non-compliance with the provisions of this section by either party releases the other party to this agreement from any prior obligation to confidentiality.
- 3.6 During the course of negotiations, reports of progress may be made by the BOARD'S spokesperson to the BOARD or by the ASSOCIATION'S spokesperson to the membership, however information thus conveyed must remain confidential within the membership of the respective parties to the Agreement.
- 3.7 Meetings shall be considered closed to all except designated members.
- 3.8 When a consensus is reached, a joint report shall be prepared and presented to the BOARD and ASSOCIATION in writing.

4. COMMUNICATION

- 4.1 In order to establish an on going flow of information between the teachers, administrators and the BOARD, a communication committee will be formed if requested by the BOARD, ASSOCIATION, or ADMINISTRATION.
- 4.2 Annually the teachers shall select one (1) teacher from the elementary school and one (1) teacher from the secondary school to serve on the committee.
- 4.3 The communication team will include the Superintendent and may be expanded to include representation from the classified staff, parents, and community members.
- 4.4 The committee shall meet monthly or more often, if necessary. Meetings shall be held so as not to reduce teacher-student contact time.
- 4.5 The ASSOCIATION will have a place on the monthly Regular Board Meeting Agenda to discuss topics or business relevant to certified staff. Any item where BOARD action may be required must be fully disclosed on the printed public agenda to insure proper notification of the general public.

5. GRIEVANCE PROCEDURE:

5.1 Definitions:

- 5.1.1 A “grievance” is defined as an alleged violation, misinterpretation, or misapplication of the Negotiated Agreement.
- 5.1.2 An “aggrieved person” is the person, persons or ASSOCIATION making the complaint.
- 5.1.3 A “party in interest” is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 5.1.4 The term “days” when used in this article shall, except where otherwise indicated, mean working school days; thus, weekends or vacation days are excluded.

5.2 Purposes:

- 5.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise causing a grievance as defined in Article 5.1 Definitions. Both parties agree that grievance proceedings will be kept as informal and confidential as possible.

5.3 General Procedures:

- 5.3.1 Since it is important that grievances be processed as rapidly as possible, the number of day indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
- 5.3.2 In the event a grievance is filed on or near the end of the school term, the parties agree to make good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the beginning of the school term or as soon as thereafter as is practicable.
- 5.3.3 In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school term, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance should be resolved in the new school term in September under the terms of this agreement and this article, and not under any succeeding agreement.
- 5.3.4 Nothing herein contained limits the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

5.4 Initiation and Processing:

5.4.1 Level One:

5.4.1.1 A teacher with a grievance will first discuss it privately with his/her principal or immediate superior with the objective of resolving the matter informally. A decision at level one shall not be precedent setting.

5.4.1.2 If the teacher is not satisfied with the disposition of his/her grievance, he/she may file written grievance with his/her principal within five (5) days. Information copies are to be sent by the aggrieved party to the Superintendent. The principal shall hold a hearing with the parties in interest within five (5) days after receipt of the written grievance, and will respond in writing to the grievant within ten (10) days of the hearing.

5.4.2 Level Two:

5.4.2.1 Within five (5) days of receipt of the decision rendered by the principal, the decision of the principal may be further appealed to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing.

5.4.2.2 Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of hearings shall be given five- (5) days prior there to the aggrieved employee and any administrator who has therefore been involved in the grievance.

5.4.2.3 Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially present at the hearing his/her written decision which shall include supporting reasons therefore.

5.4.2.4 Initiation of Group Grievances:

5.4.2.4.1 Where a group of teachers have a grievance, the group may initiate a group grievance. In such a case, a written grievance may be filed originally with the administration having jurisdiction over the act or condition or at level two, whichever is applicable, and information copies of the grievance shall be sent simultaneously to the principal of the employee involved.

5.4.2.4.2 Appeals to the Superintendent or grievances filed originally with him/her under this article shall be heard by the Superintendent within ten (10) days of the receipt by him/her of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior there to the grievant. The Superintendent shall render his/her decision in writing within ten (10) days after concluding the hearing.

5.4.3 Level Three:

5.4.3.1 If the aggrieved party so elects within five (5) days after receipt of the Superintendent's findings, the grievant may request in writing that the BOARD review the case. The BOARD shall meet with the grievant and the Superintendent, as well as with the Principal/immediate supervisor, if their presence is requested by the Superintendent, to discuss the problem within ten (10) days after the receipt of this request. This meeting will be private and the results thereof confidential. The BOARD will respond in writing to the grievant within twenty (20) days of the hearing.

5.4.3.2 No new information may be submitted by the parties concerned after level three.

5.4.4 Level Four:

5.4.4.1 A grievance dispute which is not resolved at the level of the Kake City School District under the grievance procedure herein may be submitted by the grievant as specified herein to an arbitrator for decision if it involves an alleged grievance.

5.4.4.2 The proceeding shall be initiated by the filing with the BOARD a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the BOARD under the Grievance Procedure, or where no decision has been issued in the circumstances described above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

5.4.4.3 Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the ASSOCIATION will jointly contact the American Arbitration Association which will provide a list of names from which the parties will choose an arbitrator.

5.4.4.4 The arbitrator shall limit his/her decision strictly to the application and interpretation of the provision of this agreement, and it shall be binding upon all parties involved. If the arbitrator's decision requires action of the BOARD such required action shall be on the agenda of the next regular BOARD meeting.

5.4.4.5 The cost for service of the arbitrator will be borne equally by the BOARD and the ASSOCIATION.

5.5 General Provisions:

- 5.5.1 No reprisals of any kind will be taken by the BOARD or by representatives of the ASSOCIATION, or any member of the administration against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.
- 5.5.2 The filing or pending filing of any grievance under the provision of this article shall in no way operate to impede, delay or interfere with the right of the BOARD to take the action complained of, subject, however, to the final decision on the grievance.
- 5.5.3 Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee for presenting and processing a grievance and having it adjusted without intervention or representation by the ASSOCIATION if the adjustment is not inconsistent with the terms of this agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by the ASSOCIATION, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his/her rights thereunder, such election will bar any further or subsequent proceeding for relief under the provision of this article.
- 5.5.4 Any party in interest may be represented at all stages of the grievance procedure, except arbitration, by a person of his/her own choosing. When a teacher is not represented by the ASSOCIATION, the ASSOCIATION shall have the right to have a representative present. The ASSOCIATION shall have the right to present its views at a separate time.
- 5.5.5 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure on any step of this procedure to appeal a grievance to the next step with the specified time limits shall be deemed to be acceptance of the decision rendered at the step.
- 5.5.6 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.5.7 Forms for processing grievances will be prepared by a committee of representatives of the ASSOCIATION and of the BOARD.
- 5.5.8 In the course of investigation of any grievance, or potential grievance, representatives of the ASSOCIATION will report to the principal, or his/her designee, of the building involved which is being visited and will state the purpose of any visit immediately upon arrival.
- 5.5.9 Every effort will be made by the parties to avoid interruption of classroom activities. No staff officially involved in a grievance or a grievance procedure shall involve a student in the grievance procedure without mutual consent of the ASSOCIATION and the BOARD.
- 5.5.10 If any member of the ASSOCIATION is a party in interest to any grievance, he/she shall not serve as the ASSOCIATION'S grievance representative in the processing of such grievance.

- 5.5.11 It will be the practice of all parties in interest to process grievances after the regular work day or at other times, which do not interfere with assigned duties. Upon mutual agreement by the aggrieved person, the ASSOCIATION, and the BOARD'S designated representative, the grievant and the appropriate ASSOCIATION representative will be released from assigned duties without loss of salary.
- 5.5.12 No grievance shall be recognized by the BOARD or the ASSOCIATION unless it shall be presented at the appropriate level within thirty (30) days after the act or condition on which the grievance is based occurred and if not so presented, the right of grievance will be forfeited.
- 5.5.13 Either party may employ the services of outside professional consultants at any level of the grievance procedure.
- 5.5.14 The BOARD has the right to take whatever action is necessary to maintain adherence to this agreement, provided that such action is in accordance with this agreement, State and Federal Law, Rules and Regulations of the State Department of Education, and the Kake City School District. This action may include dismissal for reasons as defined in AS 14.20.170 and AS 14.20.175.

6. INSURANCE:

- 6.1 The BOARD and ASSOCIATION agree to terminate the District health insurance coverage through Great West, with coverage ceasing July 31, 2008. A new health insurance plan, and the cost to the District and employees to replace the existing coverage, will be agreed upon and inserted into this agreement.
- 6.2 The district will provide insurance coverage for each bargaining unit member and his/her dependents.
- 6.3 In the event that the health insurance coverage is assessed a premium increase that exceeds the district budget for health insurance premiums, the BOARD and ASSOCIATION agree to negotiate a monthly automatic payroll deduction from each covered employee towards the premium for their coverage.
- 6.4 The district will make every effort to maintain existing levels of coverage including medical coverage (\$100/\$300 deductible, 90% benefit coverage for most services), dental coverage (no deductible, coverage range of 70% - 100%, 50% for major treatment), and vision coverage (no deductible, 90% benefit coverage for most services). However the rising costs of health insurance and the uncertainty of the health insurance market may not allow the district to maintain current levels of coverage. If the current level of coverage must be changed, any changes will be mutually agreed upon by the BOARD and ASSOCIATION.
- 6.5 Employees who are employed by the district for the full school year and who will return the following year shall receive twelve (12) month's coverage. Employees who are employed by the district for the full school year but do not return for the following school year shall be covered through the end of July.

7. LEAVES:

7.1 Leave Definitions

Emergency Leave: Leave taken for any serious situation that is immediate in nature. Emergency leave is to be first taken from the most logically related category of leave, but may be taken from sick leave as other types of leave are insufficient or exhausted. Emergency leave allows the Superintendent to waive negotiated leave limitations regarding number of staff out on leave. Emergency leave may be used for serious and emergency personal illness, serious and emergency personal illness to a close family member, or death in the family. Emergency leave for other situations are subject to approval by the Superintendent.

Personal Leave: Any leave granted for the purpose of personal reasons or personal business not related to illness.

Association Leave: Leave granted for the purpose of ASSOCIATION business.

Administrative Leave: Any leave granted for the purpose of attendance at professional meetings, seminars, supervision of students during a regular school day, or other administrative purpose as approved by the Superintendent.

Sick Leave: Leave granted for medical purposes. Sick leave is taken for illness of the employee or family member of the employee, in particular, young children, that requires the employee be absent from their duties.

Leave without pay for the purposes of illness or emergency will be granted in accordance with the guidelines described for those types of leave. Any other type of Leave Without Pay is granted solely at the discretion of the Superintendent and may be declined for any reason.

Wellness Leave: Any leave granted for the purpose of preventive care of the employees physical or mental well-being, including medical appointments. Wellness Leave days are taken from the allotted days the employee is given for Sick Leave.

7.2 Emergency Leave:

Teachers may draw accumulated sick leave to attend to an illness within the immediate family. The immediate family is interpreted to include teacher's spouse, child, parent, brother, sister, or other individuals acceptable to the Superintendent. Emergency leave of five (5) days plus necessary travel time will be allowed for death in the immediate family and charged to sick leave.

7.3 Personal Leave:

Each teacher shall receive three (3) days of personal leave each year. Personal leave may be accumulated for up to seven (7) days. Personal leave not taken may be exchanged for payment equal to the teacher's per diem salary. Teachers who have more than seven (7) days of personal leave at the close of the school year will be compensated at their per diem salary for those days that exceed seven. In no event will any more than seven (7) days for any teacher be carried to the next school year.

- 7.4 Exceptions:
- 7.4.1 Personal leave or Wellness leave may be granted for up to 2 certified staff members for school days immediately preceding or following a vacation or legal holiday. The ASSOCIATION and Administration will develop a certified staff list and policies that will be used to determine who is eligible to extend any given break. No Personal or Wellness leave may be used at the beginning or end of the student school year.
 - 7.4.2 Certified employees who work less than a full school year shall receive a pro-rated number of personal leave days per pay period.
 - 7.4.3 Personal leave is non-transferable from one teacher to another.
 - 7.4.4 It is important that the building principal be notified as early as possible as only two (2) people from the Kake City School District will be granted personal leave for the same day. In any event, the principal shall receive the request no later than twenty four (24) hours in advance of the needed leave whenever possible.
 - 7.4.5 Should a teacher traveling on commercial carrier be delayed because of weather they shall be permitted the use of personal leave if they return via the earliest possible commercial carrier.

7.5 Posting of Balances:

Balances of sick and personal leave shall be posted on the check stubs at the end of each month.

7.6 Association Leave:

Association leave will be granted under certain conditions: At the beginning of each school year, the ASSOCIATION shall be provided with twelve (12) days of paid administrative leave to be used by members of the ASSOCIATION. Such leave is to be at the discretion of the ASSOCIATION. Request for such leave will be given to the Superintendent of Schools as soon as possible, but no less than twenty-four (24) hours in advance.

7.7 Administrative Leave:

Administrative leave may be granted to certified staff so that they may attend professional meetings and seminars with approval of the Superintendent.

8. SICK LEAVE BANK:

- 8.1 The District Sick Leave Bank will be administered by a joint committee of not more than two (2) consisting of one (1) ASSOCIATION member and one (1) member appointed by the Superintendent.
- 8.2 Any certified staff member may contribute one (1) day of sick leave annually to the District Sick Leave Bank.
- 8.3 The sick leave bank will be capped at one hundred (100) days. If the number of days in the bank are less than one hundred (100) voluntary contributions are allowed. When the number of days in the bank become less than fifty (50) all members are required to contribute one (1) day per year until the total number of days in the bank reach or exceed fifty (50).

- 8.4 The Members will contribute additional days to the bank at the beginning of each school year according to the above limitations. New participants may be added at any time.
- 8.5 A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.
- 8.6 A maximum of twenty-four (24) days each school year may be drawn by one individual from the Bank. Additional days may be extended with approval of the BOARD.
- 8.7 Sick leave days can only be withdrawn from the Bank for an individual member's illness or a member's absence due to illness of the immediate family (defined in 7.2) upon approval of the Sick Leave Bank Committee.
- 8.8 A person withdrawing sick leave days from the Bank for an illness will not have to replace the days except as a regular contributing member of the Bank.
- 8.9 A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
- 8.10 Requests for use of Banks days should be submitted in writing to the Sick Leave Bank Committee and must be accompanied by a letter from the attending physician.
- 8.11 A person will be allowed to withdraw days from the Bank if he/she was a member of the Bank at the time the illness or injury occurred. A person becomes a member when they make a contribution of at least one (1) day to the bank.

9. HOUSING:

When needed, the ASSOCIATION and the Superintendent will form a committee to help secure adequate housing for all new teachers.

10. PERSONNEL FILE:

All of a teacher's personnel files will be kept under the following conditions:

- 10.1 The teacher and/or his/her designee shall have available to them upon request full contents of the file.
- 10.2 The teacher will receive a copy of any item which is placed in his/her personnel file, and maintains the right to make copies of file items at no cost.
- 10.3 The teacher will have the right to compose a rebuttal to any material placed in the file. This statement is to be attached to the original file documents.
- 10.4 Material may not be removed from the file without written notification to the teacher and without written teacher consent.
- 10.5 No person shall have access to a teacher's file except District personnel as designated by the Superintendent without obtaining previous written permission of the teacher, provided, however, that portions thereof may be utilized by agents of the District in conjunction with formal hearings or court proceedings as the same may be required or permitted by law.

11. PROFESSIONAL TRAINING:

The Kake City School District shall reimburse tuition charges to teachers who complete District mandated courses.

12. TEACHER EVALUATION:

12.1 Purpose:

Evaluation of the performance of professional employees of each school district shall be directed toward improving the quality of instruction and facilitating the learning in the public schools. Per AS 14.20.149, the BOARD shall consider information from students, parents, community members, classroom teachers, the ASSOCIATION, and administration in the design and periodic review of the teacher evaluation system. Additional, formal evaluations shall serve as a method for gathering data relevant to subsequent employment status decisions pertaining to the person evaluated. (4 ACC 19.1010)

12.2 Procedure:

For tenured teachers, there must be a minimum of one evaluation prior to the end of the first semester. For non-tenured teachers, there must be a minimum of two evaluations, the first prior to December 1 and the second prior to March 1. A plan for improvement must be developed for any item marked with an "NI" on the evaluation form. Such a plan must include specific criteria for judging, improving, reasonable assistance and time to accomplish the improvements. If a plan for improvement is necessary, the evaluating administrator shall consult with the teacher in setting clear, specific performance expectations to be included in the plan.

The post-observation/evaluation conference must be held within three (3) business days of the observation except in the event of extenuating circumstances. The teacher has the right to review each written evaluation prior to its final submission and comment in writing on any matter contained in it and he/she may, upon request, retain the evaluation for a reasonable amount of time, but not less than twenty-four (24) hours, for the purpose of reviewing and commenting upon it.

12.3 If a teacher is assigned outside an area of his/her academic preparation or prior teaching experience, any evaluation of the teacher will take into consideration the effect that this assignment has had on the teacher's performance.

13. TEACHER TRANSFER:

13.1 Prior to the last day of school the BOARD and Superintendent or a committee of the BOARD and Superintendent shall meet and collaborate with the ASSOCIATION or a committee of ASSOCIATION members regarding instructional staffing needs for the following school year.

Since Kake City School District is a single-site K-12 school:

13.2 The Superintendent may reassign a teacher's duties so that, in the Superintendent's judgment, the best interests of the educational program may be served. Such reassignment shall not be made in an arbitrary or capricious manner.

13.3 When the Superintendent considers teaching assignments, priorities will be given to having teachers teach in subjects/areas of endorsement and in situations where they would be considered "highly qualified" according to NCLB standards.

- 13.4 The Superintendent shall inform the ASSOCIATION of specific vacant teaching positions which occur during the school year, and for the following school year, upon knowledge of such vacancies.
- 13.5 The teacher shall give consideration to the written request of a teacher to be reassigned to a specific vacant teaching position. Written requests may be submitted to the Superintendent at any time during the school year. Teachers who request a transfer should be endorsed, "highly qualified," or working towards such recognition to receive reasonable consideration of the transfer request.
- 13.6 The Superintendent shall give teachers at least five (5) days after informing the ASSOCIATION of vacancies to file written requests for reassignment to such a vacancy. However, the Superintendent may fill such a vacancy prior to the expiration of those five (5) days if, in the Superintendent's judgment, waiting five (5) days to fill the vacancy would be detrimental to the educational program of the District

If Kake City School District were to become a multi-site District through consolidation or some other means:

- 13.7 Neither the newly consolidated District BOARD nor the Kake City School District BOARD may require a teacher who has been employed by the Kake City School District to transfer to another District site.
- 13.8 The newly consolidated District BOARD or the Kake City School District BOARD will only grant a teachers request to transfer from one District site to another if it is deemed to be in the best interest of the District educational program to do so.

14. TEACHER WORK DAYS:

- 14.1 A standard teacher's contract shall consist of 187 working days including paid holidays. Any extension in the standard work year will result in a proportionate increase in the teachers contracted salary.
- 14.2 Each teacher shall be on duty for at least 8 hours per day. Teachers will choose and declare a base schedule of 7:30 A.M. to 3:30 P.M. or 8:00 A.M. to 4:00 P.M. The Administration may call two (2) teacher's/administrator meetings per month that may extend beyond the base time. Additional meetings may be called provided an agenda is published two (2) days prior to the meeting date.
- 14.3 Teachers may be released at the close of the regularly scheduled teaching day on the day of open house or evening parent/teacher conferences.
- 14.4 Within the 8 hours of duty, each teacher shall have a lunch period of at least thirty (30) minutes free of assigned responsibilities.
- 14.5 Teachers may leave the building during their duty-free lunch period and at such other times as shall be authorized by the building principal.
- 14.6 The student instructional day will not be greater than 6 ½ hours.
- 14.7 The BOARD and ASSOCIATION recognize instructional planning time as essential to optimal teacher performance and increased student achievement. The administration will work cooperatively with the teaching staff in an effort achieve daily planning time equal to one high school class period for teachers during the student school day. This planning time will not be taken at the expense of appropriate and necessary educational programming.

15. NON-RETENTION-FAIR DISMISSAL:

- 15.1 No teacher will be disciplined without just cause. This provision shall not apply to the suspension, dismissal, and non-retention of teachers which shall be in accordance with AS 14.20.170, AS 14.20.175, and AS 14.20.180.
- 15.2 Reduction in force shall be in accordance with AS 14.20.177 as it reads in Alaska Statute on the day of the adoption of this Agreement (see Appendix C). If the statute is changed by the legislature during any legislative session, Appendix C remains in force, however either the BOARD or the ASSOCIATION may request meetings to renegotiate this portion of the agreement only.
 - 15.2.1 If two or more teachers are determined to be qualified for a particular position and one or more must be placed on layoff status the final determination will be based on seniority.
 - 15.2.2 District seniority will be time served in the district as determined by the original date the contract was signed. If two teachers have equal district seniority, then their total out-of-district experience will be used to determine their seniority.
- 15.3 Prior to any non-retention of a tenured teacher for failure to meet district performance standards, the reasons for the non-retention must be documented through the evaluation procedure and the teacher must be given the opportunity to complete a plan of improvement as required by state law (AS 14.20.175).
- 15.4 After the non-retention of a non-tenured teacher, the reasons for non-retention must be given to the teacher in writing (if requested), but a non-tenured teacher may be non-retained for any reason. State statute allows a teacher to request and receive an informal hearing by the BOARD (AS 14.20.175).

16. RIGHTS AND RESPONSIBILITIES OF TEACHERS:

- 16.1 The BOARD and ASSOCIATION agree that teaching lessons in all curricular areas in accordance with the Alaska State Standards is essential and in the best interests of the Kake City School District. The teacher shall have the freedom to plan, develop, and implement teaching techniques and methodologies and to present content and materials subject to sound professional judgment, consistent with applicable course outlines, curriculum guides, and the designated instructional program, appropriate for the subject, grade, and level taught, and consistent with such parameters as established by law, DEED regulations, and the PTPC Code of Ethics. The District reserves the final decision-making authority in all matters of educational policy, including but not limited to, the selection of instructional materials, and the determination of the curriculum and educational programs.
- 16.2 No teacher shall be required to perform non-teacher related duties.
- 16.3 Personal Freedom: The BOARD and administration re-affirm recognition of the guarantee of the teacher's full rights of citizenship and personal life outside the classroom and in conformity with AS 14.20.095.
- 16.4 Classroom Privacy: No device shall be used in any classroom to listen to or record activities in a classroom without advance notice to teacher.

16.5 Administrative Procedure: The BOARD agrees that no teacher will be denied his/her constitutional right to due process. When an administrator reprimands or disciplines a teacher, the teacher shall be entitled, upon request, to have his/her choice of representation present. The teacher shall be informed of this right prior to the initiation of the action. A supervisor shall not reprimand, discipline, or counsel a teacher in the presence of staff or students, unless a compelling situation threatens the welfare and safety of student and staff.

17. SALARY:

17.1 Teachers will receive their salary in ten (10) or twelve (12) equal installments to be received on the last working day of each month.

17.1.1 17.1.110-Month Option – Payments are divided into 10 equal installments and paid, by direct deposit, on the last school business day each month from August through May. A teacher can request checks instead of direct deposit by notifying the Superintendent in writing.

17.1.2 12-Month Option – Payments are divided into 12 equal installments and paid, by direct deposit, on the last school business day each month from August through June. The installments for June and July will be paid by direct deposit in June. A teacher can request checks instead of direct deposit by notifying the Superintendent in writing.

17.1.3 The paydays for each given year will be given to the teaching staff in writing at the beginning of each year. Pay given on any other day than the dates listed will be considered a payroll advance and subject to board policy limitations.

17.2 Salary Schedule:

17.2.1 The salary schedules for this agreement are attached as Appendix A.

17.2.2 At the time of employment, each teacher shall be placed on the highest numbered step for which he/she qualifies on the salary schedule. The teacher shall qualify for one step for each year of teaching experience in or outside of Alaska to a maximum of 6 years; for positions deemed “hard to fill” by the mutual agreement of the Board and the Association, experience up to ten (10) years may be granted.

17.2.3 Credits applied to step increases must be part of a Masters in Education, the teacher’s teaching assignment, or major or minor course of study if present assignment is within the major or minor course of study. Advancement will be allowed for courses at an accredited institute of higher learning that is graduate level or approved by the Superintendent.

17.3 Co-curricular and extra-curricular duties shall be paid according to the attached schedules.

17.4 Teachers employed on a less-than-full-time contract shall be required to participate in in-service workshops, teacher orientation sessions, and parent-teacher conferences in the same manner and to the same extent as teachers holding full-time contracts.

- 17.5 Except as provided by law, there will be no withholding of a teacher's salary without that teacher's authorization.
- 17.6 Each teacher traveling on school business away from Kake shall be paid standard per diem of \$55.00 per day. If the BOARD raises the standard per diem rate during the life of the contract it will be the standard for all teachers.
- 17.7 Extra-curricular Duty:
- 17.7.1 An extra-curricular duty is defined as direct supervision of students in a non-class related activity, club, or sport.
- 17.7.1.1 If qualified, certified staff will be given priority for extra duty positions which require student travel.
- 17.7.1.2 It is the BOARD'S preference that certified staff not coach more than one sport that requires travel.
- 17.7.2 An extra duty contract shall be offered separate from the teacher's regular contract.
- 17.7.3 Acceptance of an extra duty contract is voluntary. Refusal to accept shall have no effect on continued employment, building assignment, or formal evaluation. Ability or willingness to perform an extra duty shall have no bearing on employment, evaluation, and/or transfer decision.
- 17.7.4 All teachers shall be notified as to the status of their extra duty assignment for the following year, except in emergency situations.
- 17.7.4.1 On or before May 15th of each school year, ASSOCIATION members with extra-duty contracts shall be notified if they will not be rehired for their extra-duty assignment(s) for the following year.
- 17.7.5 A teacher may be released from an extra duty contract for reasons of health or for any reason, which is mutually agreed to by the teacher and the BOARD.
- 17.7.6 A job description is to be given to the activity sponsor prior to the teacher's extra duty assignment. The job description is to be used as a guide by the activity sponsor and must reflect the range to which the activity is assigned.
- 17.7.7 The extra duty contract shall specify and be assigned by the BOARD for each activity. A copy of the completed, signed contract must be given to the activity sponsor within (7) working days of his/her signing.
- 17.7.8 Coach/Sponsor per diem, housing, and travel expenses shall be fully reimbursed.
- 17.7.9 Payment schedule for services shall be included in the extra duty contract.
- 17.7.10 Extra curricular duty activities may commence no sooner than the close of the regular student instructional day.

- 17.8 Co-curricular Duty:
- 17.8.1 A co-curricular duty is defined as direct supervision of students in an activity or club that relates directly to a class that the teacher is assigned.
 - 17.8.2 A co-curricular duty contract shall be offered apart from the teacher's regular contract.
 - 17.8.3 Acceptance of a co-curricular duty contract is not voluntary. Assignment can only be made if the teacher has expertise in the assigned area or first volunteers and builds a successful program.
 - 17.8.4 All teachers shall be notified as to the status of their co-curricular duty assignment for the following year, except in emergency situations.
 - 17.8.5 A teacher will be released from co-curricular duty contract for reasons of health or for any reason agreed to by the teacher and the BOARD, if they are released from their teaching contract.
 - 17.8.6 A job description is to be given to the co-curricular sponsor prior to the teacher's co-curricular duty assignment. The job description is to be used as a guide by the sponsor, and must reflect the range to which the activity is assigned.
 - 17.8.7 The co-curricular duty contract shall specify each activity and be signed by the BOARD for each activity. A copy of the completed, signed contract must be given to the activity sponsor within seven (7) working days of his/her signing.
 - 17.8.8 Co-curricular or Sponsor food, housing and travel expenses shall be full reimbursed.
 - 17.8.9 Payment schedule for services shall be included in the co-curricular duty contract.
 - 17.8.10 Co-curricular duty activities may commence no sooner than the close of the regular student instructional day.
- 17.9 Payroll deduction of Association Dues

Upon receipt of written authorization from a teacher, the BOARD shall deduct association dues. The deduction shall be limited to one (1) year membership. Authorization must be received each year in order for this deduction to occur.

18. CONTRACTS:

- 18.1 A teacher's contract must be terminated by mutual consent of the teacher and the BOARD upon thirty (30) days written notice by either party. Any teacher who leaves a position following the notice without having the written assent of the BOARD will be liable for revocation of certification for breach of contract.
- 18.2 At the time the BOARD offers a contract to a prospective teacher, a copy of the current Negotiated Agreement shall be included.
- 18.3 Contracts shall comply with current Alaska State Statutes and Regulations.

- 18.4 Within ten (10) days of the decision, the BOARD shall notify teachers of the starting date of the forthcoming school year. During the current school year, this notification shall be to individual teachers. All notifications will be in writing.
- 18.5 A person may not be employed as a teacher in the District unless that person possesses a valid teaching certificate, except that a person who has made application to DEED for a teaching certificate or renewal of the teaching certificate which has not been acted upon by the Department may be employed as a teacher in the District until the Department has taken action on the application, but in no case may employment without a certificate last longer than three (3) months. In the event the person does not obtain the certificate within the three (3) month period, any contract between the District and the person shall be null and void.

However, in the event that the teacher's certification lapses after the date of initial appointment, the teacher shall be placed on substitute teacher status not to exceed nineteen (19) working days. During said period, the teacher shall not be entitled to the benefits of this Agreement, nor shall the teacher be eligible to participate in TRS. Should the certificate be renewed in the nineteen (19) day period, the teacher shall be reinstated as of the date of renewal. In the event of reinstatement, the period during which the teacher was on substitute status shall not be considered a break in service for the purpose of leave accrual, seniority, or tenure benefits. Should the certificate not be renewed within the nineteen (19) day period as provided above, or should the DEED determine prior to the end of the nineteen (19) day period that the certificate will not be renewed, the teacher shall be subject to immediate dismissal.

19. TERMS OF AGREEMENT:

The term of this Negotiated Agreement, agreed to in February 2008 shall be retroactive to July 1, 2007 and be in effect until June 30, 2010. Changes in this AGREEMENT may be made only if, by mutual agreement, both parties elect to open negotiations on one or more items, and further, if both parties mutually agree to the proposed changes.

The COLLABORATIVELY NEGOTIATED AGREEMENT of the Kake Education Association and the Board of Education of the Kake City School District for the **2007-2008 through 2009-2010 school years** has been ratified by both parties:

President of the ASSOCIATION

Date

Secretary of the ASSOCIATION

Date

President of the BOARD

Date

Secretary of the BOARD

Date

Salary Schedule FY 08

Appendix A

YEAR OF TEACHING	B.A.	B.A. + 18	B.A. + 36	MA/BA+54*	M.A. + 18
1	38,000	39,600	41,200	43,000	44,800
2	39,600	41,200	42,800	44,800	46,600
3	41,200	42,800	44,400	46,600	48,400
4	42,800	44,400	46,000	48,400	50,200
5	44,400	46,000	47,600	50,200	52,000
6	46,000	47,600	49,200	52,000	53,800
7	47,600	49,200	50,800	53,800	55,600
8	49,200	50,800	52,400	55,600	57,400
9		52,400	54,000	57,400	59,200
10		54,000	55,600	59,200	61,000
11			57,200	61,000	62,800
12				62,800	64,600

BA + \$1600 / MA + \$1800

Salary Schedule FY 09

YEAR OF TEACHING	B.A.	B.A. + 18	B.A. + 36	MA/BA+54*	M.A. + 18
1	38,000	39,600	41,200	43,000	44,800
2	39,600	41,200	42,800	44,800	46,600
3	41,200	42,800	44,400	46,600	48,400
4	42,800	44,400	46,000	48,400	50,200
5	44,600	46,200	47,800	50,400	52,200
6	46,400	48,000	49,600	52,400	54,200
7	48,200	49,800	51,400	54,400	56,200
8	50,000	51,600	53,200	56,400	58,200
9		53,600	55,200	58,600	60,400
10		55,600	57,200	60,800	62,600
11			59,200	63,000	64,800
12				65,200	67,000

**BA + \$1600 YEARS 1 - 4; + \$1800 YEARS 5 - 8; \$2000 YEARS 9 - 11
 MA + \$1800 YEARS 1 - 4; + \$2000 YEARS 5 - 8; \$2200 YEARS 9 - 12**

*BA + 54 only applies to teachers employed by the district during the 2007-2008 school year

Salary Schedule FY 10

YEAR OF TEACHING	B.A.	B.A. + 18	B.A. + 36	MA/BA+54*	M.A. + 18
1	38,000	39,600	41,200	43,000	44,800
2	39,600	41,200	42,800	44,800	46,600
3	41,200	42,800	44,400	46,600	48,400
4	42,800	44,400	46,000	48,400	50,200
5	44,600	46,200	47,800	50,400	52,200
6	46,400	48,000	49,600	52,400	54,200
7	48,200	49,800	51,400	54,400	56,200
8	50,000	51,600	53,200	56,400	58,200
9		53,600	55,200	58,600	60,400
10		55,600	57,200	60,800	62,600
11			59,200	63,000	64,800
12			61,200	65,200	67,000
13				67,400	69,200

BA + \$1600 YEARS 1 - 4; + \$1800 YEARS 5 - 8; \$2000 YEARS 9 - 12
MA + \$1800 YEARS 1 - 4; + \$2000 YEARS 5 - 8; \$2200 YEARS 9 - 13

*BA + 54 only applies to teachers employed by the district during the 2007-2008 school year

APPENDIX B

EXTRA-CURRICULAR PAY SCALE FY 2008-2010

In District Years of Experience	Range 1	Range 2	Range 3	Range 4
1	1000	1900	2800	3700
2	1150	2050	2950	3850
3	1300	2200	3100	4000
4	1450	2350	3250	4150
5	1600	2500	3400	4300
6	1750	2650	3550	4450
7	1900	2800	3700	4600

RANGE 1* (60 hours)

CLASS ADVISOR – SENIOR
 ELEMENTARY SPORTS
 JUNIOR HIGH BASKETBALL STUDENT GOVERNMENT

RANGE 2* (80 hours)

CROSS COUNTRY COACH
 JUNIOR HIGH BASKETBALL JUNIOR HIGH WRESTLING

RANGE 3* (120 hours)

YEARBOOK ADVISOR WRESTLING
 VOLLEYBALL

Range 4* (160 hours)

ACTIVITIES DIRECTOR BOYS VARSITY BASKETBALL
 GIRLS VARSITY BASKETBALL

***If a new or different extra-duty position is created during the term of this agreement, the Activities Director or other appropriate representative of the ASSOCIATION will meet with the Superintendent or his/her designee and make a recommendation to the BOARD for final decision and approval.**

AS 14.20.177. Reductions in Force.

Appendix C

- (a) A school district may implement a layoff plan under this section if it is necessary for the district to reduce the number of tenured teachers because
- (1) school attendance in the district has decreased; or
 - (2) the basic need of the school district determined under AS [14.17.410](#)(b)(1) decreases by three percent or more from the previous year.
- (b) Before a school district lays off any tenured teacher, the school board shall adopt a layoff plan. The plan must identify academic and other programs that the district intends to maintain in implementing the layoff plan. The plan must also include procedures for layoff and recall of tenured teachers consistent with this section.
- (c) Except as provided in this subsection, a school district may place a tenured teacher on layoff status only after the district has given notice of nonretention to all nontenured teachers. However, a school district may retain a nontenured teacher and place on layoff status a tenured teacher if there is no tenured teacher in the district who is qualified to replace the nontenured teacher. The school district shall comply with the notice requirements set out in AS [14.20.140](#) in placing a tenured or nontenured teacher on layoff status.
- (d) For purposes of this section, a tenured teacher is considered qualified for a position if the position is in
- (1) grades K - 8 and the teacher has an elementary endorsement;
 - (2) an established middle school and the teacher has
 - (A) an elementary endorsement;
 - (B) a middle school endorsement; or
 - (C) a secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards; or
 - (3) grades 9 - 12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards.
- (e) For a period of three years after layoff, a teacher is on layoff status and is entitled to a hiring preference in the district where the teacher had been employed. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. If a teacher is offered a teaching position under this subsection and the teacher declines the offer or fails to accept it within 30 days, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the teacher declines the offer because the teacher is contractually obligated to provide professional services to another private or public educational program.
- (f) Notwithstanding any provision of AS [23.40](#), the terms of a collective bargaining agreement entered into between a school district and a bargaining organization representing teachers on or after August 16, 1996, may not be in conflict with the provisions of this section.
- (g) A teacher on layoff status is not entitled to be reemployed under AS [14.20.145](#) and does not accrue leave. However, layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.
- (h) In this section, "school district" or "district" means a city or borough school district or a regional educational attendance area.