

NEGOTIATED AGREEMENT

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

THE KENAI PENINSULA ADMINISTRATORS ASSOCIATION

FOR THE YEARS

2021-2022

THROUGH

2023-2024

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1.0 ADMINISTRATIVE TEAM

Under the leadership and supervision of the Superintendent, the School Board recognizes the Building Administrator as a management position and endorses the management team concept in the governance of the educational program. The Building Administrator is considered an integral part of the administrative team of the school system by the Board of Education.

By law, the Board of Education is charged with the responsibility to render policy decisions regarding management and instructional functions in public education. The Board agrees to a decision-making process, which provides for the participation of Building Administrators in the development of School District policy.

The School Board shall organize its administrative structure to allow Building Administrators to be a part of the administrative team. The Building Administrators' recommendations will be considered when the School Board is making decisions that affect the operation of the administrative team.

Building Administrators, as members of the management team, accept the responsibility to share in the decision-making process and to be held accountable for the implementation of policy.

Building Administrators are to be represented in the decision-making process as determined by the Superintendent.

2.0 SALARY AND RELATED ITEMS

2.1 PRINCIPAL, ASSISTANT PRINCIPAL, PRINCIPAL/TEACHER, FLEX, ALTERNATIVE

Members with any portion of administrative duties will be paid as an administrator and placed on the salary schedule appropriately.

2.11 SALARY SCHEDULE

Year One (2021-2022): The salary schedule will be adjusted by eliminating the first column at the beginning of the salary schedule and adding one (1) column onto the end of salary schedule. The additional column will reflect a two percent (2%) increase from the previous cell in that row. In FY22 a one-time payment of fifteen hundred dollars (\$1,500) prorated per FTE will be paid for those administrators employed on date of ratification.

Year Two (2022-2023): The salary schedule increases in the amount of one percent (1%) in FY23. The salary schedule will be adjusted by adding one (1) additional column on the end of the salary schedule. The additional column will reflect a two percent (2%) increase from the previous cell in that row.

Year Three (2023-2024): The salary schedule increases in the amount of two percent (2%) in FY24. The salary schedule will be adjusted by adding one (1) additional column on the end of the salary schedule. The additional column will reflect a two percent (2%) increase from the previous cell in that row.

2.112 SALARY STEP PLACEMENT

In FY22, subsequent to the removal of column 0, administrators will be placed in the corresponding cell and advance a step.

2.12 TIME FACTOR

See SALARY SCHEDULE for number of days to be contracted. Enrollment will be calculated using the 20-day count reported to the State of Alaska.

2.121 REDUCTION IN FORCE

In the event the District elects to reduce the number of building administrators, the following procedures will apply: The District shall notify the Association and affected administrators as soon as practical of the need for reassignment, demotion, or reduction in force. Principals must receive formal notice of reassignment, demotion, or reduction in force no later than February 1 or they will receive an administrative contract for the next school year, even though they may be given a teaching assignment.

LEVEL I: VOLUNTARY REDUCTIONS

1. Reductions will be accomplished through normal attrition, if possible.
2. If attrition fails to generate sufficient reduction in force, the District may encourage early retirement, long term leave or introduce whatever other incentives may be appropriate to achieve voluntary reductions.
3. If voluntary reductions are insufficient to meet District needs, reductions in force and/or reassignments will occur.

LEVEL II: REASSIGNMENT, DEMOTION, REDUCTION IN FORCE

1. A principal with tenure status as a teacher may be assigned to a teaching position, if qualified to fill a position held by a teacher.
2. Principals may also be reassigned within the bargaining unit, to positions of different ranges. Reassignment to a higher range will be undertaken through the normal selection process. A building principal's salary will not decrease as a result of a reduction in enrollment or involuntary change in assignment, as long as that administrator continues to apply for all district openings within the former range that are within 20 miles of the former position.

A principal needing to be assigned to a 1.0 FTE teaching position as a result of a reduction in force shall be notified of reassignment by February 1 and shall be paid in accord with the terms of the teacher collective bargaining agreement. If the district fails to notify them by February 1 they will receive their administrator

contract for the following school year only (1 year). A principal assigned to a teaching position as a result of a reduction in force will be afforded the same recall rights as other RIF'd administrators as outlined in "LEVEL III: RECALL RIGHTS."

3. Unpaid leaves of absence for up to three years may be granted to any principal who has tenured status as a teacher and is a candidate for displacement, in order to enable the principal to purchase retirement service credit if eligible to do so, during the period of reduction in force.

LEVEL III: RECALL RIGHTS

1. No principal positions will be posted for a new hire until all qualified reduction in force individuals have been interviewed for the positions.

2. Principals reassigned to positions of a different range shall be considered for reassignment to any vacancy within the range formerly occupied.

3. A principal that is offered a full time position within a title/range previously held and declines the offer or fails to accept it within seven (7) days, is no longer considered to be on reduction in force status and is no longer entitled to a hiring preference under this section. It is the express responsibility of the principal to keep the District informed regarding any change of address or telephone number. The District's obligation to notify extends only to use of email addresses or telephone numbers provided by the principal. Refusal to accept less than a full-year contract or a contract for less than full-time service shall not cancel the recall rights of a reduction in force, full time principal. However, if members in one range have not been recalled within their respective range, and a vacancy exists in the other range for which they are qualified, they will be preferentially interviewed, upon request.

4. Principals who elect to take unpaid leave during their period of reduction in force shall be considered for recall following the expiration of such leave in accordance with these procedures, provided written notice of interest and availability is provided to the District by February 1, annually. The District has no obligation to notify a principal regarding recall opportunities that arise during the term of an approved leave.

5. Former KPAA members who have been reduced in force to teaching or district office positions and have returned to the KPAA bargaining unit, with continuous KPBSD service, shall be granted salary schedule movement for each year.

6. KPBSD employees outside KPAA will not displace current KPAA members through a reduction in force. However, the Superintendent retains the right to fill vacant positions with district office administrators, with prior notice.

2.13 CALENDAR DAYS WORKED

The actual days worked will be established with the Superintendent.

2.131 FLEX DAYS

In recognition of the time demand placed on administrators who work beyond a normal work week defined as 40 hours per week excluding lunch to meet curricular and cocurricular needs of students, administrators will be credited with five (5) flex days off per school year. Flex days may not be accumulated or cashed out. Flex days are available for use without documentation. Administrators may not use these days during the first or last five days of their contract without prior approval from the superintendent.

2.14 WORK BEYOND CONTRACT DAYS

Work beyond the contract period, with prior approval from the Superintendent or his designee shall be paid to the Administrator, at the per diem rate.

2.14A CLOSURE (SNOW HAZARD) DAYS

Attendance on a closure day is expected and will be paid at per diem. If an Administrator deems it not necessary to stay the full day they may work either a half day or a full day. The Administrator must notify the Superintendent of the hours worked so an addendum may be generated

2.15 OUTSIDE ADMINISTRATIVE EXPERIENCE

FY22 (previous agreement) Administrators hired from outside the Kenai Peninsula Borough School District will receive credit for previous experience, for the purpose of placement on the salary schedule, in the amount of seven (7) years or their actual experience, whichever is less.

FY23 and FY24 Administrators hired from outside the Kenai Peninsula Borough School District will receive credit for previous experience, for the purpose of placement on the salary schedule, in the amount of four (4) years or their actual experience, whichever is less.

2.16 ADMINISTRATIVE CREDENTIAL

All principals, assistant principals and principal/teachers must hold an Administrative Credential from the State of Alaska.

2.17 ADVANCED DEGREE

All principals, assistant principals and principal/teachers that hold a Ph.D. or Ed.D. will receive an additional four thousand (4000) dollars added to their salary.

2.18 SUMMER HIRING

Reasonable effort will be made to hire employees during the regular contract period. When the principal and the district agree it is necessary to hire certified and key support* employees outside the dates of the administrator's contract, the administrator will be paid at per diem according to the following matrix:

# of hires	# of days
1	1
2	3
3	5
4	7
5	10

Positions posted within 5 days of the administrator’s contract end date and prior to the start date of the administrator’s next contract shall be considered for this clause.

*Key support personnel will consist of head custodian and secretary, fall head coaches, main secretarial office staff and full-time custodians.

2.19 LONGEVITY

Administrators who do not receive step movement (in years step movement is available) as a result of being at the end of the salary schedule shall receive a longevity payment of 2% of their salary. This payment will be added to their base salary and paid over the course of the contract year. Members on a plan of improvement are not eligible for step movement or a longevity payment for that year. For purposes of this the FY22-FY24 agreement, if an administrator is placed in longevity, the administrator will remain in longevity for the successive years of this agreement.

2.191 COMMUNICATIONS

Being able to reach an Administrator in times of emergency is an expectation of the position. Personal contact information, such as home telephone or cell phone numbers shared with District Office is distributed only to those who need the information in the course of District business. Beginning in the 2021-22 school year an annual reimbursement of \$750, with proper documentation, will be provided to assist the administrators with communication costs.

Administrators will submit receipts for cell phones and/or internet service costs for reimbursement up to \$750. The receipts will be dated from the July 1 to June 30 for the same fiscal year in which reimbursement is requested.

2.2 PRINCIPAL/TEACHER

Administrative duties may be assigned to a Principal/Teacher or a Principal at those sites where a Building Administrator is not already in place or where a current Principal/Teacher vacancy occurs.

2.21 The district agrees to attempt to hire principal/teachers with a “B” certificate.

2.22 The following applies to principal/teachers hired without a “B” certificate:

2.223 A Principal/Teacher will have four (4) years from date of hire to obtain his/her Type "B" certificate or be reassigned as a classroom teacher.

3.0 CAREER DEVELOPMENT

3.1 OVERVIEW

Career Development Grants are offered to encourage administrators to continue to update their skills. Each application will be reviewed by the Career Development Grant Chairperson prior to making a recommendation for final approval by the Superintendent. The Career Development Grant Chairperson will be appointed by the President of KPAA.

3.2 ELIGIBILITY

A person covered by this agreement becomes eligible when entering his or her second (2nd) administrative contract with the Kenai Peninsula Borough School District but only if (s)he is a member of KPAA. An administrator is not eligible for a career development grant after (s)he declares his/her intent to retire. If an administrator who received a Career Development Grant is not employed by the KPBSD in the next year, all Career Development funds dispersed in the current year will be reimbursed to the District.

3.3 APPROVAL

Eligible persons must have their applications approved by the Career Development Grant Chairperson prior to the Chairperson submitting the application to the Superintendent for final approval of the administrative leave.

3.4 WRITTEN REPORT/PRESENTATION

Career Development Grant participants must provide a written report about the Career Development Project attended. The written report should address the purpose of the Career Development Grant and include any pertinent information that could be shared or utilized with other administrators in the District. The final report with receipts will be sent to the Superintendent within forty-five (45) days of the time the conference/project began. If the conference attended was during the summer months, the written report must be turned in by September 15.

Administrators who do not comply with this section may not receive their full Career Development Funds for that year and will forfeit their grant in the following year. The KPAA Executive Board, along with the Career Development Chairperson, will make the final determination as to whether the Administrator forfeits the right to apply. Final payment of expenses will not be dispersed until all receipts and final reports are received by the Superintendent.

A list of Administrators who do not comply will be sent to the Superintendent by October 1 indicating that they are not eligible for Career Development during the current school year.

The administrator may be asked to lead and/or present any information from the Career Development opportunity at one of the schedule administrator meetings.

3.5 MISCELLANEOUS

In schools with more than one Administrator not more than one Administrator will be out of the building to attend a Career Development Project at a given time unless approved by the Superintendent.

3.6 TOTAL DOLLARS AVAILABLE

There shall be \$60,000 available each year for the duration of the Agreement.

4.0 CONTRACT LEAVE DAYS

4.1 ELIGIBILITY AND ACCUMULATION

Principals will be allowed eleven (11) days of contract leave each year with the maximum allowed to accumulate to thirteen (13). One (1) of the eleven (11) days each year cannot be carried over or cashed out. The principal may take available contract days as leave, they may cash them out at their per diem rate, or they may notify the Superintendent of their intent to work those days and have their TRS reported salary for that year increased accordingly. Notification of intent to work contract days must be submitted in advance using the district form and reflect dates not already covered by the principal's contract. Contract days may be worked for times when the principal is representing the district on a local, state or national level.

4.2 MISCELLANEOUS

At the end of each fiscal year an Administrator, upon request, will receive 100% of their per diem for contract leave days accumulated per section 4.1.

4.21 No more than 20% of the Administrators may take contract leave at a given time.

5.0 INSURANCE BENEFITS

5.1 MEDICAL, DENTAL AND OPTICAL INSURANCE

Benefits will be the same as those of KPEA.

5.2 LIFE INSURANCE

The District shall provide group life insurance for each Administrator in the amount equal to two (2) times the Administrator's annual salary. The policy shall include a double indemnity provision.

5.3 LIABILITY INSURANCE

Each principal who is, or who is threatened to be made, a party to or is otherwise involved (including without limitation, as a witness) in any actual or threatened action, suit, or proceeding, whether civil, criminal, administrative or investigative, or by reason of the fact that the principal is or was employed by the District shall be indemnified, protected and defended by the District, against all expense, liability and loss (including attorney's fees, judgments, fines, penalties, and amounts to be paid in settlement) actually and reasonably incurred or suffered by such principal in connection therewith.

The District shall not be obligated to indemnify, protect, or defend a principal who:

- A. Fails to act in good faith in a manner the principal reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal investigation or proceeding, the principal had reasonable cause to believe that the principal's conduct was unlawful; or
- B. Fails to provide the District with timely notice of the action, suit, or proceeding; or
- C. Fails or refuses to cooperate fully with the District in defense of the action, suit, or proceeding; or
- D. Admits guilt or pleads "nolo contendere" in a criminal court proceeding, or is convicted in a court of law of a crime, arising out of the principal's alleged acts or omissions which also are the subject of the action, suit, or proceeding for which the principal seeks indemnification, protection, and defense by the District.

5.4 IRS SECTION 125 PLAN

An IRS Section 125 plan will remain in effect

6.0 R FACTOR

6.1 ELIGIBILITY

6.11 To be eligible for the "R Factor" an administrator must be eligible for retirement through the State of Alaska Retirement system (TRS) or in the event of a resignation he/she must have 10 years of KPBSD administrative experience

6.12 To receive the "R Factor" an administrator must announce their intention to retire or resign, in writing, to the superintendent by January 1 of the year he/she intends to retire.

6.13 The number of years of service rendered as an Administrator with the Kenai Peninsula Borough School District will be utilized in 6.21.

6.2 AMOUNT

6.21 When an eligible administrator announces his/her intention to retire or resign by January 1 \$650 multiplied by the number of years of administrative service with KPBSD, will be paid in the final check. If the administrator is resigning in good standing, he/she must have 10 years of KPBSD administrative experience to be eligible for the R Factor.

6.22 Administrators who are retiring or resigning and submit irrevocable notice by January 1 for all years following will be eligible to place up to \$3500 from their R Factor amount into an R Step on the salary schedule upon completion of a transition plan. Any remaining R Factor will be paid in the administrator's final check. The implementation of Section 6.22 is dependent upon the approval of the Alaska Division of Retirement and Benefits.

6.3 SICK LEAVE CASH IN

Administrators shall accrue sick leave at the rate of 1 and 1/3 days per month. Administrators who are unable to apply their sick leave towards retirement in their respective Retirement System (TRS Tier III), shall be paid at sixty-seven percent (67%) of per diem rate for unused sick leave accrued while employed by KPBSD upon death, resignation, or retirement from the District through TRS.

7.0 ASSOCIATION INFORMATION and DUES

7.1 PROFESSIONAL DUES

Professional dues to the State and National Principal's Associations are to be paid in full by the School District.

7.2 KPAA LOCAL DUES

Local dues will be paid at not more than \$100 per Administrator. The Association will provide a list as to which organizations its members have joined.

7.3 ASSOCIATION LEAVE

The School Board shall grant a minimum of one (1) day for each five (5) members of the bargaining unit. Additional paid professional leave days are subject to the approval of the Superintendent

8.0 ADMINISTRATORS GRIEVANCE PROCEDURE

8.1 PURPOSE

The purpose of this grievance procedure is to provide a framework within which Administrators represented under this contract may work toward solving problems, as they arise, and to guarantee fair treatment to all parties. The KPAA President must be notified of any grievance prior to the filing of the grievance.

Both parties to this Agreement agree that all such grievance proceedings SHALL BE CONFIDENTIAL AND CLOSED.

It is expected that all parties to a disagreement will initially attempt to solve such problems at the lowest possible administrative level through free and informal communications. A grievance is any claim by an administrator(s) that there has been a violation, misinterpretation, or misapplication of the terms of this agreement and/or Board Policy.

8.2 PROCEDURES

8.21 Time Limits

A. It is important that grievances be processed as rapidly as possible.

Therefore, all time limits shall be considered as maximum and all parties agree to expedite the grievance as rapidly as possible. The time limits specified may be extended by mutual consent. The extension agreement shall be in writing and signed by both parties.

B. For purposes of this agreement, Days shall be interpreted as working days excluding Saturdays, Sundays and holidays.

C. A grievance must be filed within thirty (30) days of the occurrence or non-occurrence of the act(s) or action(s) on which the grievance is based. The grievant or his/her representative shall inform his/her supervisor, or the lowest administrative authority capable of resolving the grievance, that a grievance is being initiated.

8.22 No reprisals shall be invoked against any Administrator for processing a grievance or participating in the grievance procedure.

8.3 GRIEVANCE PROCEDURE LEVELS

8.31 Level One

A. An Administrator, with a grievance, may initiate the procedure by filing a written statement of the grievance with the Superintendent.

The date of this action shall be the filing date.

B. The Superintendent shall meet with the grievant and anyone accompanying the grievant within six (6) days of the filing date. This meeting time shall be set by mutual agreement.

C. The Superintendent shall render the decision in writing, within five (5) days of the Level One meeting.

8.32 Level Two

A. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may be appealed, in writing, to the Board within six (6) days of receipt of the Level One decision.

B. Within six (6) days following the receipt of the written appeal of the

Level One decision, the Board shall appoint an impartial hearing officer to conduct the hearing and prepare a proposed decision for submission to the Board and the grievant. The grievant may object to the appointed hearing office by providing a written notice of such objection within five (5) days following receipt of the notification of the appointment in which case the Board shall appoint another hearing officer.

C. The hearing officer shall schedule the hearing within ten (10) days of his/her appointment. The hearing officer shall submit his/her written decision to the grievant and the Board within ten (10) days of the close of the hearing.

D. Before acting upon the proposed decision of the impartial hearing officer, the Board shall afford the grievant and the Superintendent an opportunity to file briefs and present oral arguments on the record presented to the hearing officer. Oral arguments before the Board shall be conducted on or before the next regularly scheduled Board

Meeting following receipt of the hearing officer's decision. The Board shall render its decision within ten (10) days of the oral argument.

This shall be the final step for all grievances alleging a violation, misinterpretation or misapplication of a Board policy.

Dismissal and non-retention actions are subject to statutory hearings that afford due process. Therefore, those proceedings shall terminate at Level Two in accordance with AS 14.20.175 and 14.20.180.

8.33 Level Three

A. If the grievant and the Association are not satisfied with the disposition of the grievance at Level Two, the grievance may be submitted to final and binding arbitration. If the parties cannot agree as to an arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which likewise govern the arbitration proceedings. The Superintendent and the grievant shall not be permitted to present to such arbitration proceedings any evidence not previously presented at any other level. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties, except when the grievant is not represented by the Association. If the grievant is not represented by the Association, he/she will bear one half (1/2) of said fees.

9.0 SABBATICAL LEAVE

One (1) sabbatical leave, for the purpose of furthering one's education, per year, may be granted by the school board. The following will apply to the sabbatical leave:

A. Persons requesting leave shall have worked a minimum of five (5) years as a KPBSD Administrator.

B. The employee shall return to the KPBSD for a minimum of one (1) year after the leave is granted, or reimburse the District for Benefit payments.

C. No salary shall be paid to the employee on sabbatical leave.

D. The District shall pay fringe benefits for the employee on a sabbatical leave to include Medical, Dental and Optical Health Insurance, Life Insurance and TRS Benefits.

10.0 DISCRETIONARY FUNDS

The School Board shall allocate a discretionary material fund in the amount of \$250 to each Administrator. Any monies not utilized by May 1 will revert to the school's general fund.

11.0 OTHER CONSIDERATIONS

11.1 All benefits, negotiated by teachers, are included in this package except contract leave, life insurance, career development, and medical, dental, and optical insurance. Whenever KPAA reaches contract agreement, with the district prior to the district's agreement with KPEA, consultations will be reopened between the district and KPAA if any portion of the district/KPEA agreement has a substantive relationship to the KPAA/district contract.

11.2 No provisions of this agreement may be changed, modified, or altered during the term of this agreement, except by mutual consent of the Board and the KPAA.

11.3 The superintendent will consult with the KPAA in negotiation preparation and process for other employee organizations who are supervised by Building Administrators.

12.0 AGREEMENT

This Agreement will remain in force and effective July 1, 2021 to June 30, 2024.

John Kelly, President, Board of Education
Kenai Peninsula Borough School District

Date

Alan Haskins, President,
Kenai Peninsula Administrators Association

Date