KENAI PENINSULA BOROUGH SCHOOL DISTRICT

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SCHOOL BOARD COMMUNICATION											
Title:	Approval of FY13-15 Kenai Peninsula Administrator Schedule and Contract Provisions	Approval of FY13-15 Kenai Peninsula Administrators' Association (K.P.A.A.) Salary Schedule and Contract Provisions									
Date:	April 9, 2013 Item Number: 3c.										
Administrator:	Steve Atwater, Ph.D. Superintendent of Schools										
Attachments:	FY13-15 KPAA Negotiated Agreement										
x Action Neede	d For Discussion Information	Other:									
BACKGROUND I	NFORMATION										

ADMINISTRATIVE RECOMMENDATION

It is recommended that the FY13-15 Kenai Peninsula Administrators' Association (K.P.A.A.) Salary Schedule and Contract Provisions be approved as presented.

NEGOTIATED AGREEMENT

BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND

THE KENAI PENINSULA ADMINISTRATORS ASSOCIATION

FOR THE YEARS

2012-13

THROUGH

2014-15

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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

2.11 SALARY SCHEDULE

Year One (2012-2013): See attached salary schedule Year Two (2013-2014): See attached salary schedule Year Three (2014-2015): See attached salary schedule

2.12 TIME FACTOR

See SALARY SCHEDULE for number of days to be contracted. After initial placement on the Administrators Salary Schedule an employee's salary will not decrease as a result of declining enrollment or involuntary change in assignment

Enrollment will be calculated using the 20-day count reported to the State of Alaska.

2.13 CALENDAR DAYS WORKED

The actual days worked (before school begins and/or after school ends) will be established with the Superintendent.

Upon written request to the Superintendent, each Administrator shall be permitted to work four non-student contract days during the year when required by his or her position. These days will count as contract days worked and will affect only start and/or stop days of their contract.

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

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 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 ADVANCD DEGREE

All principals, assistant principals and principal/teachers that hold a PhD. 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.

2.2 PRINCIPAL/TEACHER

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

- 2.21 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. A Principal/Teacher is defined as an administrator who is responsible for one (1) to five (5) teachers.
- 2.22 The district agrees to attempt to hire principal/teachers with a "B" certificate.
- 2.23 The following applies to principal/teachers hired without a "B" certificate:
- 2.231 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.
- 2.232 Principal/teachers without a "B" certificate may not advance beyond the first four steps of the salary schedule.
- 2.233 Administrators working on Range A will progress on Range A until they complete Step 4. Instead of progressing then to Step 5, they will move directly to Step 0 of Range B and they will then work 206 days per year. From that point will progress on Range B.

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 15th.

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 1st 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 \$50,000 available each year for the duration of the Agreement.

4.0 CONTRACT LEAVE DAYS

4.1 ELIGIBILITY AND ACCUMULATION

	# of Contract Leave	Maximum # of Days
	Days Allowed	Allowed to Accumulate
Length of Contract	Per Year	Or Buy back
204 days or more	10 days	13 days

An administrator may choose to work a number of days, in excess of the number set out in her/his contract for that year, equal to the number of days s/he has accumulated or any portion thereof with prior approval from the Superintendent.

Those extra contract leave days will be paid at the administrator's per diem rate, increasing her/his total salary for that year. *Link to application form.

4.2 MISCELLANEOUS

At the end of each fiscal year an Administrator, upon request, will receive 100% of his/her 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).
- 6.12 To receive the "R Factor" an administrator must announce her/his intention to retire, in writing, to the superintendent by 15 January of the last school year of employment.
- 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 by the abovementioned deadline - \$600 multiplied by the number of years of administrative service with KPBSD, will be paid in the final check.

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 discretional material fund in the amount of \$225 to each Administrator. Any monies not utilized by May 1 will revert to the school's general fund.

11.0 OTHER CONSIDERATION

- 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, 20012 to June 30, 2015. Kenai Peninsula Borough School District

Joe Arness, President Board of Education	
Christine Ermold, President, KPAA	

	2% increase				2012 - 2013	S KPAA Sal	ary Schedul	е							
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Α	204 Principal	79,443	79,901	80,346	80,792	81,238									
	Flex/Alt.	389	392	394	396	398									
	206 Floor House Andre	07.706	00.226	00.607	00.125	00.504	00.024	00.404	00.035	02.545	02.277	04.430	05.000	05.042	06.045
В	206 Elem/Jr. High Ass't. Regional Principal	87,786 426	88,226 428	88,687 431	89,135 433	89,584 435	90,034	90,484	90,935 441	92,545 449	93,277 453	94,130 457	95,008 461	95,913 466	96,845 470
_	Elem <300 204 K-8 <200	88,492	89,128	89,765	90,400	91,037	91,674	92,310	92,947	94,598	95,328	96,202	97,102	98,027	98,980
C	K-12 <175	434	437	440	90,400	91,037	449	452	456	94,598 464	95,328 467	472	476	481	98,980 485
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13 1	137	110	113		1.13	132	130	101	107	1,72	170	101	103
D	208 HS Ass't	90,845	91,566	92,217	92,865	93,513	94,161	94,812	95,460	97,144	97,874	98,764	99,680	100,623	101,593
	DW Coordinators	437	440	443	446	450	453	456	459	467	471	475	479	484	488
	51200														
_	Elem >300 209 K-8 >300	91,886	92,669	93,451	94,233	95,015	95,797	96,580	97,362	99,102	99,832	100,751	101,695	102,668	103,666
	Mid. High <300	440	443	447	451	455	458	462	466	474	478	482	487	491	496
	V 42 > 475														
г	K-12 >175 209 Mid. High >300	91,856	92,899	93,942	94,986	96,029	97,072	98,115	99,158	100,934	101,657	102,594	103,557	104,548	105,566
Г	7 - 12 <300	440	444	449	454	459	464	469	474	483	486	491	495	500	505
	, 12 300	110		113	131	133	101	103	., .	103	100	131	133	300	303
G	209 7-12 > 300	95,717	97,020	98,325	99,628	100,932	102,236	103,540	104,843	106,716	107,432	108,418	109,431	110,470	111,539
	HS >300	458	464	470	477	483	489	495	502	511	514	519	524	529	534
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	2% increase				2013 - 2014	4 KPAA Sal	ary Schedu	le							
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Α	204 Principal	81,032	81,499	81,953	82,408	82,863									
	Flex/Alt.	397	400	402	404	406									
В	206 Elem/Jr. High Ass't.	89,542	89,991	90,460	90,917	91,375	91,835	92,294	92,753	94,396	95,142	96,012	96,908	97,832	98,782
	Regional Principal	435	437	439	441	444	446	448	450	458	462	466	470	475	480
	Elem <300														
С	204 K-8 <200	90,262	90,911	91,560	92,208	92,858	93,508	94,156	94,806	96,490	97,235	98,126	99,044	99,987	100,960
	K-12 <175	442	446	449	452	455	458	462	465	473	477	481	486	490	495
D	208 HS Ass't	92,662	93,397	94,061	94,722	95,383	96,044	96,708	97,369	99,087	99,832	100,739	101,674	102,635	103,625
	DW Coordinators	445	449	452	455	459	462	465	468	476	480	484	489	493	498
	Elem >300														
Е	209 K-8 >300	93,724	94,522	95,320	96,118	96,915	97,713	98,511	99,310	101,084	101,829	102,766	103,729	104,721	105,740
	Mid. High <300	448	452	456	460	464	468	471	475	484	487	492	496	501	506
	K-12 >175														
F	209 Mid. High >300	93,693	94,757	95,821	96,886	97,950	99,014	100,077	101,141	102,952	103,690	104,646	105,628	106,639	107,677
	7 - 12 <300	448	453	458	464	469	474	479	484	493	496	501	505	510	515
	200 7.42 . 222	07.531	00.054	400.201	404 534	402.050	404 204	105.515	400.040	400.050	100 504	440 505	444.545	442.505	442 775
G	209 7-12 > 300	97,631	98,961	100,291	101,621	102,950	104,281	105,610	106,940	108,850	109,581	110,586	111,619	112,680	113,770
	HS >300	467	473	480	486	493	499	505	512	521	524	529	534	539	544

	2% increase				2014 - 201	5 KPAA Sal	ary Schedu	le							
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Α	204 Principal	82,653	83,129	83,592	84,056	84,520									
	Flex/Alt.	405	407	410	412	414									
В	206 Elem/Jr. High Ass't.	91,332	91,791	92,269	92,736	93,203	93.671	94,140	94,608	96,284	97,045	97,933	98.847	99,788	100,757
	Regional Principal	443	446	448	450	452	455	457	459	467	471	475	480	484	489
	Elem <300														
С	204 K-8 <200	92,067	92,729	93,391	94,053	94,715	95,378	96,039	96,702	98,419	99,180	100,089	101,025	101,987	102,979
	K-12 <175	451	455	458	461	464	468	471	474	482	486	491	495	500	505
D	208 HS Ass't	94,515	95,265	95,943	96,617	97,291	97,965	98,642	99,316	101,068	101,829	102,754	103,707	104,688	105,697
	DW Coordinators	454	458	461	465	468	471	474	477	486	490	494	499	503	508
	Elem >300														
E	209 K-8 >300	95,598	96,412	97,226	98,041	98,853	99,668	100,482	101,296	103,105	103,866	104,821	105,804	106,815	107,855
	Mid. High <300	457	461	465	469	473	477	481	485	493	497	502	506	511	516
	K-12 >175														
F	209 Mid. High >300	95,567	96,652	97,737	98,824	99,909	100,994	102,079	103,164	105,012	105,764	106,738	107,741	108,772	109,831
	7 - 12 <300	457	462	468	473	478	483	488	494	502	506	511	516	520	526
			100.01-		100.07-	10-00-	10000-	100 00					112.07-	111.00-	
G	209 7-12 > 300	99,584	100,940	102,297	103,653	105,009	106,366	107,723	109,079	111,027	111,772	112,798	113,852	114,933	116,045
	HS >300	476	483	489	496	502	509	515	522	531	535	540	545	550	555