

CONTRACTUAL AGREEMENT

BETWEEN

THE LAKE AND PENINSULA SCHOOL DISTRICT

AND

THE LAKE AND PENINSULA ADMINISTRATORS' ASSOCIATION

JULY 1, 2023 - JUNE 30, 2025

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ARTICLE I DEFINITIONS

SUPERINTENDENT: Superintendent shall mean Superintendent of Schools of The Lake and Peninsula School District or his/her designee.

BOARD: Board shall mean the School Board of the Lake and Peninsula School District

ADMINISTRATOR: ADMINISTRATOR shall mean any certificated Principal, Coordinator, Director, or Assistant Coordinator within the District. Specifically excluded from this definition are the Superintendent, Associate or Assistant Superintendent(s), Administrative Assistant(s), personnel in non-certificated positions, certificated substitute Principals who work less than twenty (20) consecutive working days, and administrators who may elect or have elected to remove themselves from the Administrators' bargaining unit.

DAY: Day shall mean calendar day, excluding holidays, except as otherwise specified by this document.

AGREEMENT: Agreement shall mean this document.

ARTICLE II RECOGNITION

For the period of this Agreement, the Board recognizes The Lake and Peninsula Administrator's Association as the exclusive bargaining agent for the District's Administrators as defined in this Agreement.

ARTICLE III TERMS OF THE AGREEMENT

A. Conformity to Law

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction or contrary to regulation by an action of an agency of competent jurisdiction, said provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. Within twenty (20) days of such finding of nonconformity, the parties shall meet to negotiate a replacement for the nonconforming provision only.

ARTICLE IV NEGOTIATIONS

A. Inauguration of Negotiations

1. Negotiations may be requested by either party any time after December of the school year in which this Agreement expires, except earlier by mutual agreement. Said notice shall be deemed to have been given when given in writing and delivered from the Board president to the Association president, or from the Association president to the Board president.

2. The Board and the Association agree to use the method of Interest-Based Bargaining (IBB) for their negotiations. Interest-Based Bargaining is a collaborative approach to resolving labor and management items. Through the process, parties proactively identify durable solutions to outcomes at the bargaining table. Agreements are based on mutual and individual interests rather than positions. This approach emphasizes problem solving and enables mutual gain outcomes. IBB <https://www.fmcs.gov/wp-content/uploads/2019/03/Interest-Based-Bargaining.pdf>

3. Each party agrees to send at least two of their respective representatives for a day of IBB training prior to negotiations, but no longer than 6 months prior to beginning negotiations. Each member of each negotiating team agrees to conduct themselves in good faith according to the principles of the IBB training. The Association agrees to send at least three (3) representatives to negotiations, though by mutual agreement, more members may be allowed to participate.

4. All negotiations shall be in accordance with the agreed upon Ground Rules that emerge from the IBB training and, except by mutual agreement, all negotiations shall be conducted in person up to the limits described in IX.d Association Leave.

C. Information

Upon written request, the parties agree to make available to the other team specific items of public information on finances and Administrator-related statistics; this information shall be provided at no cost. This provision does not require the District or the Association to research, summarize, or analyze the information provided to the other team.

D. Impasse

Impasse may be declared by either party. Impasse procedures specified in Alaska Statutes will be followed, except that the parties will use the services of the Federal Mediation and Conciliation Service for mediation and the services of the American Arbitration Association for advisory arbitration.

E. Ratification

The Board's and the Association's negotiation teams shall promptly take tentative agreement to the Board and to the members of the Association for a ratification vote. The tentative agreement shall be deemed ratified when a majority of the members and a majority of the Board have voted to accept the tentative agreement.

The absence of any decision by either party within forty-five (45) days shall be deemed as an affirmative vote by that party.

ARTICLE V NONDISCRIMINATION

The Board shall not discriminate against an administrator in any manner prohibited by state or federal law or on the basis of affiliation with the Association.

ARTICLE VI OPTIONS FOR PAYMENT

The Board shall provide each Administrator in its employ the following options for receiving his/her pay:

1. Twelve equal payments.
2. Ten equal monthly payment.

Administrators choosing the second option will be guaranteed the same coverage for health insurance. Paydays shall be on the 20th of each month. When payday falls on or during a school holiday, vacation or weekend, Administrators shall receive paychecks on the last previous workday. Administrators requesting early payment of summer paychecks shall be paid within seven (7) working days of the last day of the school year, provided all duties have been completed and all records and required reports have been received by their immediate central office supervisor.

The Board will continue to provide the option for annuity deduction.

ARTICLE VII CONTRACT YEAR AND WORK DAY**A. Work Year**

An Assistant Coordinator's contract shall consist of one hundred ninety-one (191) days, including one hundred eighty (180) days in session, six (6) work days, excluding weekends and holidays, except that four (4) of those six (6) work days may be weekends days upon written approval of the Superintendent, and five (5) holidays.

A Principal's contract shall consist of two hundred (200) days, including five (5) holidays and twenty-three (23) work days, excluding weekends and holidays, except upon approval of the Superintendent.

A Coordinator's/Director's contract shall consist of two hundred ten (210) days, including one hundred eighty (180) days in session, twenty five (25) work days, excluding weekends and holidays, and five (5) holidays.

In general, it is recognized that in LPSD a 1.0 FTE principal shall lead one school and also be the principal, director, or coordinator of one major or two moderate extra responsibilities which shall be assigned by the Superintendent. These

extra duties could include, but are not limited to: an additional school, district assessments, district activities, curriculum, CTE, homeschool, federal programs, pre-school, technology, district policies, or human resources. FTE and baseline duties assigned are determined at time of first hire or contract renewal for the upcoming school year.

Any additional duties beyond the above FTE duties agreed upon, shall be voluntary, requiring mutual agreement in writing. The Superintendent makes the decision as to the amount of TRS compensation, based on expected effort, and announces that compensation in the posting to the Association.

B. Work Day

1. The minimum work day shall be eight (8) hours inclusive of a thirty (30) minute duty-free lunch,.

ARTICLE VIII SICK LEAVE BANK

The District will continue to cooperate in the operation of an administrative sick leave bank for all administrators including those covered by this Agreement.

A. Eligibility

The district will establish and operate a sick leave bank for administrators.

B. Member Donations

1. Each administrator will donate one day of his/her sick leave to the bank each September 1, until the bank is built up to a maximum of one hundred (100) days. No more days will be added to this maximum until the bank is depleted to ten (10) days except for new participants who shall donate one (1) day each upon commencing their employment.
2. Additions will be made to the bank at the beginning of each school year or date of employment according to the above limitations.
3. In the event that the bank becomes depleted to ten (10) days during the school year, each member of the bank will donate an additional day up to a maximum of two (2) days per administrator.
4. A person leaving the District will not be able to withdraw the contributed days.

C. Utilization

1. A member shall be eligible for the withdrawal and utilization of bank days only after having depleted all of his/her sick leave and personal leave days.
2. A maximum of sixty (60) days each school year can be drawn by one individual from the bank (in addition to his/her own).
3. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
4. Sick leave days can only be drawn from the bank for individual member's illness.
5. Requests for use of bank days must be accompanied by a letter from the attending physician or health aide.
6. The sick leave bank shall be administered by the Superintendent and the administrators. A committee will consist of three (3) members, one (1) appointed by the administrators and two (2) appointed by the Superintendent. Requests for sick leave from the bank must be approved by a majority vote of the committee. A member whose request for sick leave bank days is not approved by a majority vote of the committee may take his/her written request to the Board. The decision of the Board shall be final.

ARTICLE IX LEAVES

A. Sick Leave

All certificated Administrators under contract shall be entitled to sick leave as provided in the Rules and Regulations of the State Board of Education, 4AAC15.040. Except that an administrator will be credited with six (6) days on the second day of the Administrator's contract term to a maximum of one and one-third (1.33) days per month. The remaining six (6) days of sick leave will be credited to the Administrator on the second day of the second semester. If an administrator does not complete his/her contract, the value of any days used but not earned will be deducted from his/her final pay.

In the event an administrator's sick leave and sick leave bank allocations have been exhausted and the Administrator remains unable to return to work, that Administrator shall be granted leave without pay not to exceed the contract year of that illness.

For the purposes of this Article, temporary disabilities such as pregnancy and pregnancy-related medical conditions are to be treated the same as any other medical condition.

B. Bereavement/Illness Leave

Death in the immediate family entitles the Administrator to use seven (7) days sick leave, except that if the circumstances of the death in the immediate family require travel outside the State of Alaska, the Administrator is entitled to use ten (10) days sick leave. Death in other than the immediate family shall be covered under this section with the approval of the Superintendent.

In the event of illness of an immediate family member, an administrator shall be granted up to ten (10) days sick leave annually.

Immediate family shall include husband and wife, father and mother, son and daughter, brother and sister, grandparent, grandchild, and stepchild.

C. Professional Leave

Professional leave will be granted by the Superintendent for the administrators' annual attendance at two (2) state professional conferences. Transportation, registration and per diem will be paid by the district. Selection of conferences will be subject to approval by the Superintendent.

Professional leave, transportation and per diem to Anchorage, paid by the district, for up to six administrators annually to attend a national professional educational meeting of the administrators choice may be approved by the superintendent. All other expenses to be paid by the administrator.

D. Association Leave

Ten days of Association Leave shall be granted to the Association President or his/her designee by the Superintendent for each year. It shall be non-cumulative.

E. Personal Leave

Five (5) days personal leave with pay will be granted to all Administrators for each school year. None will be cumulative. Personal leave shall be for the purpose of transacting or attending to personal matters which require absence during the year.

Personal leave will not be used for vacations, the day before or after holidays or at the beginning or end of the school year.

Requests to the Superintendent will be as early as possible, but no later than 24 hours prior to the date personal leave is to begin.

No more than 2 of the administrative staff will be absent on personal leave at any time.

As an additional incentive to encourage staff members to conduct their personal business during the summer months, or during other non duty days, the District will annually pay each administrator a maximum of two (2) days at their daily rate for unused personal leave. Personal leave shall be used prior to taking non-contract days. The payment for unused personal leave will be processed prior to June 30 each school year.

F. Sabbatical Leave

The District may, upon written request, support a Sabbatical Leave with pay of one-half (1/2) the administrators' base salary, to one Administrator per school year after five (5) years of continuous service with the District.

Upon return from Sabbatical Leave an administrator shall be restored to the former administrative position which he/she left, if it is available or if not available to another position in the District for which the Administrator qualifies.

Salary schedule placement shall be determined at the point where Sabbatical Leave began.

The Sabbatical year shall be counted for advancement on the pay scale.

In the event an administrator on Sabbatical chooses not to return to the District, the Administrator shall repay the District the amount of the salary earned during the Sabbatical year unless mutually agreed otherwise.

G. Court Leave

Compensated leave shall be granted to the Administrator who is obliged to be present in court under an order of any court of competent jurisdiction either as a witness or juror, but not as a plaintiff or a defendant in personal litigation. The Administrator shall promptly remit to the District any compensation received for court attendance while on court leave.

H. Emergency Leave

In the event of a situation deemed an emergency, an administrator shall be granted leave with pay subject to approval of the Superintendent. Each Administrator shall be entitled to a maximum of four (4) days per year for such leave (provided all other appropriate types of leave have been used up).

ARTICLE X WORKING CONDITIONS

A. Administrator-Initiated Transfer

1. A transfer or reassignment request may be initiated by any Administrator.
2. The Board agrees when filling administrative vacancies and new administrative positions and Central Office administrative positions to consult Administrator intent forms which may have been filed with the District, and where possible, to select within the District when qualified applicants are available.
3. District Administrators will be considered on the basis of experience, qualifications, and length of service to the District. However, the specific needs of The Lake and Peninsula School District will be given first priority in the final selection of the successful applicant.
4. In addition to transportation, the District shall reimburse parcel post, to a maximum of \$300.00 per family plus \$35.00 per child, and move one plane (Cherokee 6/Cessna 206) load, for customary and reasonable moving expenses for Administrators transferred. Except for summer transfers, travel and administrative leave will be provided to the site to secure housing prior to the transfer.

B. District-Initiated Transfer

1. Notice of involuntary transfer for a subsequent school year shall be given as soon as practical, but not later than April 15 of the current school year. Prior to making an involuntary transfer, the Superintendent shall review requests for voluntary transfers and shall consult with the Administrator. Written reasons will be provided with the Notice of

Transfer.

2. The April 15 date notwithstanding, involuntary transfers may be made at any time for (1) program change; (2) decrease, increase, or change in enrollment; (3) community unrest; or (4) a resignation that occurs after the end of the school year at a site that needs an administrator experienced in the District's programs.

3. An Administrator who is involuntarily transferred shall have the option, in lieu of accepting the involuntary transfer, of being placed on a one year leave of absence without pay.

4. In addition to transportation, the District shall reimburse parcel post, to a maximum of \$300.00 per family plus \$35.00 per child, and move one plane (Cherokee 6/Cessna 206) load, for customary and reasonable moving expenses for Administrators involuntarily transferred. Except for summer transfers, travel and administrative leave will be provided to the site to secure housing prior to the transfer.

5. District employed couples (one spouse Administrator and one spouse a teacher) shall not be separated through an involuntary transfer unless mutually agreed upon by the Administrator and the district's administration or unless the transfer is mandated by a lack of a position for one member of the couple.

6. An Administrator involuntarily transferred under this provision will receive two (2) weeks prior notice. An involuntary transfer found necessary after the conclusion of the school year will require the District to notify the affected Administrator by written notice to his/her summer address (via certified mail) and a phone call to his/her summer telephone number on file with the District.

D. Personnel Files

An Administrator shall be entitled to a copy of his/her permanent file and site file upon written request ~~at a cost of twenty-five (\$.25) cents per page.~~

ARTICLE XI REDUCTION IN FORCE OF TENURED ADMINISTRATORS

A. For purposes of this Article, a reduction in force is defined as the non-retention of a tenured Administrator pursuant to state law.

B. Responsibility for determining the level of staffing in the District rests solely with the Board which will consider the recommendations given by the Superintendent.

C. The Board reserves the right to determine the retention or non-retention of any program that will best serve the interest of the District.

D. When the Board deems it necessary or desirable to reduce staff, the reduction, insofar as possible, will be implemented through attrition. If the reduction in staff cannot be implemented through attrition, any tenured Administrator not retained will be given recall preference if the following conditions prevail:

1. The Administrator is an active candidate.
2. The Administrator meets the job qualifications for the position, i.e., certification (endorsement) and experience requirements.
3. The Administrator has performed satisfactory service.

E. To the extent that it is consistent with the District's program needs, which includes job qualifications as described above, length of service with the District will be given priority in determining the order of non-retention and recall.

F. A tenured Administrator who is non retained due to a reduction in force shall be accorded recall rights for one (1) year unless the Administrator specifically waives this right in writing. Said recall rights are lost if a certificated position is offered by the District via (1) phone call, (2) telegram, and (3) certified letter, and the Administrator fails to accept it within ten (10) days of delivery, or notice of attempted delivery, or if he/she accepts employment with another district.

The Administrator is responsible for ensuring that the District has a current address on file. The District will not be required to guarantee recall rights to any Administrator the District is unable to contact due to that Administrator not providing the District with a current address.

G. No new Administrators shall be hired until all non retained tenured Administrators satisfying the requirements listed above in D have been recalled.

H. Administrators who are non retained shall have the option of purchasing coverage under the District's health insurance plan.

ARTICLE XII GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, a grievance is defined as an alleged violation of this Agreement.

B. A grievant is an Administrator(s) or the Association. When the Association files a grievance on behalf of an Administrator or Administrators, the Association shall notify all potentially affected Administrators and obtain the signatures of those wishing to participate in the Association's action.

C. Effort shall be made to settle grievances at the lowest possible level of the grievance procedure.

D. Grievances will be processed in the following manner and within stated time limits. The time limits as specified in the grievance procedure, however, may be modified by the prior written consent of both parties.

Step 1: An aggrieved Administrator shall promptly attempt to resolve the grievance informally between the Administrator and his/her immediate supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the Administrator, who shall submit it to the supervisor.

If an administrator does not submit his/her grievance to the supervisor within twenty (20) days after the facts upon which the grievance is based first occur or first become known to the Administrator, the grievance will be deemed waived. The aggrieved Administrator may be accompanied by one member of the Association when presenting the written grievance.

The supervisor will reply in writing to the Administrator with a copy to the Association within five (5) school days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1 and the Administrator wishes to appeal the grievance to Step 2, the Administrator may file the grievance in writing with the Superintendent within ten (10) school days after receipt of the supervisor's written answer. The written Grievance shall give a clear, concise statement of the alleged grievance, citing the specific provision(s) of the Agreement alleged to have been violated and including relevant facts upon which the grievance is based, the issue(s) involved, and the relief sought. The Superintendent or his/her designee shall review the grievance, arrange for necessary discussions, and send a written answer to the Administrator with a copy to the Association no later than ten (10) school days after receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2 and the Administrator wishes to appeal to Step 3, the grievant may appeal the Superintendent's disposition to the Board through the Superintendent. If the Administrator does not send his/her appeal to the Board within ten (10) school days after the receipt of the Superintendent's answer, the grievance will be deemed waived. If the grievant appeals to the Board as provided, the Board shall hold a hearing to hear the appeal of the Superintendent's decision within thirty (30) days of the receipt of the appeal. If administration or other staff members are involved, they shall be present to present the facts to the Board as they see them. The Board shall render its decision with respect to the grievant within fifteen (15) days of the hearing.

Step 4: Grievances not settled in Step 3 of the Grievance Procedure may be appealed to arbitration by the grievant Association.

The Association shall provide written notice of a request for arbitration to the Superintendent within twenty (20) school days of receipt of the Board's answer in Step 3.

When timely request has been made for arbitration, the parties or their designated representative shall attempt to select an impartial arbitrator. Failing to do so, the Association shall request the American Arbitration Association (AAA) to submit a list of arbitrators. The selection of the arbitrator shall be made with the procedures established by the AAA.

The arbitrator shall schedule a hearing on the grievance. After hearing such evidence as the parties desire to present, the arbitrator shall render a written decision. A decision of the arbitrator shall be binding upon the parties.

Each party shall bear the travel/lodging costs of producing its own witnesses and the costs of preparation of exhibits and other materials. The fee and expenses of the arbitrator shall be shared equally between the Association and the Board.

E. Conditions

1. All disputes concerning the arbitrability of an issue will be presented to the arbitrator at the hearing scheduled on the merits. Either party may appeal the decision and the determination of the arbitrator on the issue of arbitrability to the courts.
2. No reprisal will be taken by either party as a result of their testimony or participation in a grievance.
3. A grievant will have complied with time limits if his/her appeal or initial grievance is postmarked on or before the applicable date.

ARTICLE XII SALARY

A. Principal Salary Schedule below, effective for the 2023-2024 and 2024-2025 school years:

Step	Annual Increase	Salary
0		\$95,000.00
1	2%	\$96,900.00
2	2%	\$98,838.00
3	3%	\$101,803.14
4	3%	\$104,857.23
5	3%	\$108,002.95
6	4%	\$112,323.07
7	4%	\$116,815.99
8	4%	\$121,488.63
9	4%	\$126,348.18

Principals who top out of this 2023-25 Salary Schedule will receive no increase in coming years while this Agreement is active.

- B. The salary schedule for assistant principal effective for the 2023-2024, 2024-2025 and 2025-2026 school years is attached.
- C. The Principal-Teacher salary shall be determined by placement on the Teacher Salary Scale plus \$9,000. Principal-Teachers shall be hired for 182 days per school year. See Amendment on Principal-Teacher.

ARTICLE XIV PLACEMENT

1. For initial placement for the principal with LPSD Teaching experience (choose which benefits principal most):

a) Receive one Step, if at least three (3) years FTE LPSD teaching

b) OR Receive one Step, if they have at least two (2) years FTE LPSD Head Teacher

2. New-to-district principal brings in up to three (3) years principal experience from outside the district

OR Returning LPSD principals are placed at the next step from where they left the District on previous placement, whichever benefits principal most

3. Any current 22-23 LPSD principal, who is also hired for 23-24, takes next Step in 23-24 from their 22-23 Step on existing 90K scale

A. Up to Four (4) years outside the District Administrative experience will be credited for placement on the Assistant Coordinator and Coordinator/Director Salary Schedules.

B. Up to three (3) years prior principal experience can be credited for initial placement on the Assistant Principal schedule. Only District Assistant Principal experience can be credited for additional advancement on the Assistant Principal schedule.

C. Vertical step increases shall be limited to one per year. All Administrative experience with the District will be credited for placement on the Assistant Coordinator and Coordinator/Director Salary Schedules.

ARTICLE XV COACHING COMPENSATION

Administrators with coaching responsibilities shall receive compensation for coaching duties in accordance with the provisions related to coaching compensation outlined in the Teacher's Negotiated Agreement with the district.

ARTICLE XVI BENEFITS

A. Travel Pay

Annual travel will be allowed for District Administrators once each year for commercial (seat or coach) round trip fare to his/her Administrative station from Anchorage. Also, one additional round trip fare for south area administrators from their duty station to Anchorage, north area administrators from their station to Iliamna (seat or coach). However, return fare for the Anchorage trip will be forfeited by an administrator if he/she does not fulfill his/her contract.

Travel to another destination or by other means will be reimbursed up to the amount it would cost to travel to King Salmon or Iliamna by commercial (seat or coach) fare.

All reimbursement in this section will be made on the basis of proof of payment by the Administrator.

B. Health Insurance

Administrators shall receive audio-visual, dental, medical insurance comparable to that provided to employees of the State of Alaska with the premium for the employee, spouse, and personal dependents to be paid by the District. Final selection of the carrier shall be at the discretion of the Board. When individual health insurance premiums exceed the capped 1996/97 school year level, the parties shall reopen contract negotiations.

C. Life Insurance

Administrators shall receive life insurance equal to their annual salary contingent upon the ability of the administrator to meet the standards of insurability as prescribed by the district's health/life insurance carrier.

D. Professional Dues

Dues to one State or National professional educational organization of the Administrator's choice will be paid by the

District each year.

E. Course Credit Reimbursement

The District shall reimburse the principal up to one thousand, two hundred fifty dollars (\$1,250.00) for expenses related to approved educational courses.

F. Cell Phones

The District will provide administrators a communication stipend of \$40 a month. In return the administrator will provide the district with an active cell number that works in the Lake and Peninsula Borough and can be utilized for work related calls.

ARTICLE XVII DURATION

The term of this agreement shall be two (2) years, becoming effective on July 1st, 2023 and remaining in full force and effect until it expires on June 30th, 2025.

DATE OF RATIFICATION

FOR THE LAKE AND PENINSULA SCHOOL DISTRICT:

BOARD CHAIRMAN

DATE: _____

FOR THE LAKE AND PENINSULA ADMINISTRATOR'S ASSOCIATION:

DATE: _____