

**NEGOTIATED AGREEMENT BETWEEN KAKE CITY SCHOOL DISTRICT AND KAKE
EDUCATIONAL SUPPORT STAFF ASSOCIATION**

July 1, 2026 – June 30, 2028

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STATEMENT OF PURPOSE AND MANAGEMENT RIGHTS

The Board of Education of the Kake City School District (the “Board”) and the Kake Educational Support Staff Association (the “Association”) recognize that the successful operation of the District requires a mutual commitment to professional excellence and student achievement.

The Board, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Alaska. This includes the right to manage and direct the District's operations, to determine the methods and means of work, to hire, promote, transfer, or discipline employees, and to maintain the efficiency of school operations.

The exercise of these powers shall be limited only by the specific and express terms of this Agreement. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior practices, whether oral or written, which are not expressly stated herein.

ARTICLE I. RECOGNITION AND UNIT CLARIFICATION

Section 101 – Recognition of the Association The Board recognizes KESSA as the exclusive collective bargaining agent for all educational support employees employed by the Board, except for those specifically excluded herein. The District shall not discriminate against any employee because of Association membership or activity.

Section 102 – Validation of Majority Status The Association shall, upon the School Board's written request, submit an annual affidavit verifying that its active membership constitutes a majority of the bargaining unit. For the purposes of this Agreement, "majority" is defined as **fifty percent (50%) plus one** of all permanent classified employees, defined in Section 103 as bargaining unit members. Recognition of the Association remains valid for the duration of this Agreement unless a majority of eligible bargaining unit members votes to terminate recognition.

Section 103 – Definition of the Bargaining Unit The bargaining unit shall include all employees designated by the district as permanent full-time, and permanent part-time classified employees, except that the following are specifically excluded from the bargaining unit:

- **Contractors:** Independent contractors or third-party service providers who are not District employees.

- **Non-Permanent Staff:** Designated by the employer, substitutes or employees hired day-to-day, or temporary staff hired for specific projects, not to exceed ninety (90) consecutive workdays.
- **Student Workers:** Students currently enrolled in the District.
- **Confidential & Managerial:** The Superintendent, Principals, Directors, Secretary to the Superintendent/Board, and Business Office staff with access to confidential labor relations information, and any other employee meeting the definition of supervisory under the Alaska Labor Relations Authority.
- **Dual-Agency Shared Positions:** Any position designated as dual-agency. Dual-agency means the role is subject to a dual-agency reporting structure, in which the role is shared with another organization (such as the City of Kake or other external entities) under a Memorandum of Agreement (MOA) or a specialized contract. Because these roles involve shared management, oversight, and funding outside the sole jurisdiction of the District, they are classified as non-unit positions.

ARTICLE II. EFFECT OF AGREEMENT

Section 201 – Entire Agreement This Agreement constitutes the full and complete agreement between the Kake City School District and KESSA. It supersedes all previous agreements, past practices, and understandings between the parties. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject matter not removed by law from the area of collective bargaining.

Section 202 – Separability (Savings Clause) If any provision of this Agreement is held to be contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall be deemed invalid and subsisting only to the extent permitted by law. All other provisions shall continue in full force and effect. In the event of such a ruling, the parties shall meet within thirty (30) days to negotiate a lawful replacement for the invalidated section.

Section 203 – Term and Non-Renewal

Effective Dates: This Agreement shall be effective from July 1, 2026, through June 30, 2028.

- **Renegotiation:** Either party may initiate negotiations for a successor agreement as outlined in Article III.

Section 204 – Management Rights Except as provided by the express terms of this Agreement, the District shall not be prohibited from exercising its management rights to

establish or change policies, provided such changes do not directly violate a specific provision of this contract.

ARTICLE III. NEGOTIATION PROCEDURES

Section 301 – Initiation of Negotiations Written requests for negotiations for a successor agreement shall be presented by either the Association or the Board between **October 15th and December 1st** of the year preceding the contract expiration. The initiating party shall deliver the request to the Superintendent (if from the Association) or to the Association President (if from the Board). If neither party provides a written request, the agreement continues for one more year.

Section 302 – Formal Response The party receiving the request for negotiations shall provide a written response within 30 working days of receipt. This response shall acknowledge the request and propose at least two (2) dates and times for an initial meeting to commence bargaining.

Section 303 – Commencement and Ground Rules

1. **Initial Meeting:** A mutually satisfactory time for the first meeting shall be agreed upon and held no later than January 15th, unless a later date is mutually agreed upon in writing.
2. **Establishment of Ground Rules:** At the first meeting, and prior to the exchange of any substantive proposals or financial data, the bargaining teams may develop and sign a written Ground Rules Agreement.
3. **Content of Ground Rules:** This agreement may establish the procedural framework for negotiations, including but not limited to:
 - Meeting locations, schedules, and duration.
 - Procedures for the exchange of information and proposals.
 - Methods for "Tentative Agreements" (initialing/signing off on individual sections).
 - Communication protocols regarding public statements or media releases.
 - Procedures for declaring impasse.

Section 304 – Impasse and Mediation If, after a reasonable period of negotiation, the parties are unable to reach an agreement, either party may declare an impasse in writing. Upon declaration of impasse, the parties shall jointly or individually request mediation

assistance from the Federal Mediation and Conciliation Service (FMCS) or the Alaska Labor Relations Agency.

ARTICLE IV. NON-DISCRIMINATION

Section 401 – Commitment to Equality There shall be no discrimination based on race, religion, gender, sexual orientation, age, disability, or other legally protected statuses.

Section 402 – Filing of Complaints Discrimination or sexual harassment complaints may be filed with the Alaska State Commission for Human Rights or the EEOC. Such matters are excluded from the formal Grievance Procedure as they are subject to specific state and federal legal remedies.

ARTICLE V. GRIEVANCE PROCEDURE

Section 501- Definitions and General Provisions

1. **Grievance:** A claim of a violation, misinterpretation, or misapplication of a specific provision of this Agreement. Subject to Article IV Section 402 Above.
2. **Grievant:** The employee or the Association filing the claim.
3. **Days:** Working days, excluding weekends and holidays.
4. **Time Limits:** Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the last decision rendered, and the grievance shall be considered **resolved**. Failure by the District to respond within the time limits allows the grievant to proceed to the next level.

Section 502 – Steps of the Procedure

- **Level One (Informal Resolution):** Within ten (10) days of the date that the grievant knew or should have known of the alleged grievance, the employee grievant shall discuss the matter with their immediate supervisor to resolve it informally.
- **Level Two (Superintendent):** If the grievant is not satisfied with the Level One decision, they may appeal to the Superintendent within five (5) days. The Superintendent shall meet with the grievant and provide a written decision within ten (10) days.
- **Level Three (Arbitration):** If the grievance is not resolved at Level Two, the Association may, within ten (10) days of the Superintendent's decision, submit the grievance to final and binding arbitration. The parties shall select an arbitrator from

a list provided by the American Arbitration Association (AAA) or the Alaska Labor Relations Agency.

The arbitrator's decision shall be final and binding on all parties. The cost of the arbitrator shall be shared equally by the District and the Association.

Section 503 – Nature of Resolution

1. **Written Settlement:** At any level of the procedure, if a settlement is reached, it shall be reduced to writing and signed by the authorized representative of the District and the Association.
2. **Non-Reprisal:** No reprisals of any kind shall be taken by the Board or the Administration against any employee for participating in the grievance procedure.
3. **Withdrawal:** A grievance may be withdrawn by the grievant at any level.

ARTICLE VI. EMPLOYMENT CONDITIONS

Section 601 – Hiring Prerequisites and Background Checks

1. **Conditional Offer:** All offers of employment are also subject to and conditioned on the school board approval, conditional upon the successful completion of a criminal background check.
2. **Suitability:** The District reserves the right to withdraw an offer of employment or terminate a newly hired employee if the background check reveals convictions or conduct deemed incompatible with service in a school environment or if the board does not approve the hire recommendation.
3. **Cost:** The District shall bear the initial cost of the background check for all new permanent hires.

Section 602 – Probationary Period

1. **New Hires:** All new employees shall serve a probationary period of **ninety (90) work days** from their initial date of hire.
2. **Transfers/Promotions:** Current employees who are promoted or voluntarily transfer to a new job classification shall serve a **ninety (90) work-day "trial period"** in the new position to ensure suitability for the role.
 - a) **Return to Previous Position.** If the District determines the employee's performance is not meeting expectations, or if the employee decides they would like to return to their old job within these 90 days:
 - b) The employee may be moved back to their original job classification.

- c) This move-back is only possible if the previous position (or a similar one) is currently vacant.
 - d) The employee will return to the same pay rate and seniority level they had before the move.
3. **District Rights:** During the initial ninety (90) day probationary period, an employee may be terminated at the sole discretion of the District with or without cause. Such termination shall not be subject to the grievance procedure.

Completion: Upon successful completion of the probationary period, the employee shall be granted permanent status.

Section 603 – Retention and Reemployment

1. **Order of Retention (RIF):** If the District must reduce the number of classified staff due to enrollment decline or budgetary constraints, the District shall retain employees in the following order within each job classification:
 - a) Employees with **Seniority Status** (Year 4+ as defined in Section 609) shall be retained over probationary/transitional employees.
 - b) For employees with Seniority Status, retention shall be determined by the most recent hire date (Seniority).
2. **Salary Neutrality:** The District is expressly prohibited from selecting an employee for layoff based on their placement on the salary schedule or their total compensation package.
3. **Rehire Rights (The "Recall List"):** Employees laid off through a Reduction in Force shall be placed on a "Recall List" for a period of twelve (12) months.
 - a) **Priority:** Vacancies shall be offered to qualified employees on the Recall List in order of seniority before any new hires.
 - b) **Notification of recall:** The District shall notify the employee. The employee has five (5) workdays to accept.
4. **Loss of Vesting and Seniority**
 - a) Any break in service that constitutes a separation of employment (including resignation, non-renewal, or layoff exceeding the recall period) shall result in the loss of vested status for salary schedule placement and seniority.
5. **Leave Without Pay (LWOP):** Approved LWOP shall **not constitute a break in service**. However, time spent on LWOP does not count toward the accrual of

seniority, salary schedule advancement, or benefit vesting unless otherwise required by state or federal law. Health

6. **Resetting Status:** Unless otherwise agreed upon in writing by the District, any employee who separates from service and is later rehired shall be treated as a new hire and placed on Step 1 of the applicable salary schedule.

Section 604 – Work Week and Scheduling

1. **Standard Work Week:** The standard work week for full-time classified staff is 37.5 with 35 paid hours. This typically comprises five (5) consecutive workdays of 7.5 hours or 7.0 paid hours each.
 - a. **Position-Specific Scheduling:** Notwithstanding the standard workweek above, an employee's required hours and schedule shall be governed by their official **position description**. The District reserves the right to establish varied workweeks or daily shifts for specific job classifications based on the District's operational and instructional needs.
2. **Operational Windows:** Standard daily shifts are determined by the administration based on operational needs. Employees are expected to work a scheduled shift during a **7.5-hour window**, which includes a **30-minute unpaid meal break**.
3. **Meal/Rest Breaks:** In accordance with the 7.5-hour daily window, employees are entitled to one unpaid 30-minute meal break and one paid 15-minute rest period.

Section 605 – Overtime

1. **Workweek Definition:** For calculating overtime, the workweek shall begin at 12:01 AM on Sunday and conclude at 12:00 Midnight on the following Saturday.
2. **Additional Hours:** Any hours worked by an employee in excess of their standard work week (37.5 hours, or as otherwise specified in the employee's position description) up to and including forty (40) hours in a single work week shall be considered "Additional Hours." These hours shall be compensated at the employee's regular straight-time hourly rate.
3. **Definition of Overtime:** Overtime is defined as all authorized time worked more than forty (40) hours in a single designated workweek. Any hours worked beyond the employee's standard 37.5-hour week, but below the forty (40) hour threshold, are considered "additional hours" and shall be paid at the employee's regular straight-time hourly rate.
4. **Scheduling Limits:** While an employee's position description may define a workweek other than the 37.5-hour standard, no position description shall establish a regular, recurring workweek that exceeds forty (40) hours.

5. **Approval:** All additional hours and overtime must be authorized in writing by the supervisor prior to being worked. Prior approval must be obtained.
6. **Rate:** Authorized overtime (hours worked in excess of 40 per week) is paid at 1.5 times the employee's regular hourly rate.

Section 606 – Extra Duty Contracts and PERS Accrual

1. **Extra-Duty Contracts (EDC):** An EDC is required for work performed outside regular contract hours that is substantially different from the duties listed in the employee's official job description
2. **PERS Eligibility:** Compensation earned through authorized Extra Duty Contracts is considered gross PERS-eligible salary for all employees currently enrolled in the Public Employees' Retirement System (PERS).
3. **Mandatory Contributions:** The District shall deduct the required employee contribution from all extra-duty compensation and shall provide the corresponding employer match in accordance with current statutes and regulations.
4. **Exclusions:** PERS contributions will not be deducted for employees who are excluded from PERS participation.

Section 607 – Job Descriptions

The District shall maintain clear job descriptions for all roles. The District and the Association agree that position descriptions should accurately reflect the work performed. To prevent unreasonable expansion of duties:

1. **Material Changes:** Any "material change" (defined as a permanent addition of new responsibilities) shall require a formal review of the position description.
2. **Right to Re-evaluation:** If an employee believes their actual daily duties have expanded significantly beyond their written description, they may request a meeting with the Superintendent or designee to review the description for accuracy and potential compensation adjustments.

Section 608 – Personnel Files

Maintenance and Custodianship: The District shall maintain one (1) official personnel file for each employee, which shall be located in the District Office. The Superintendent or their designee shall serve as the custodian of these records. Supplemental "working files" maintained by individual supervisors are not considered part of the official personnel record and may not be used as the basis for disciplinary action unless the relevant information has been formally incorporated into the official District Office file.

Authorized Access: Access to an employee's personnel file shall be limited to:

1. The employee or their specifically authorized representative (authorized in writing).
2. District administrators or supervisors with a legitimate "need to know" related to the employee's performance or status.
3. Board members only when acting collectively in an official executive session capacity.
4. Legal authorities as required by a valid subpoena or court order.

Employee Review Procedures: Employees have the right to review the contents of their official personnel file under the following conditions:

- **Request:** A written request must be submitted to the District Office at least twenty-four (24) hours in advance.
- **Timing:** Reviews shall take place at a mutually agreeable time during the District Office's regular business hours and during the employee's non-work time (e.g., lunch break or after school).
- **Supervision:** A District Office representative must be present during the review to ensure the file's integrity. No original documents may be removed from the file by the employee, though copies shall be provided upon request at a reasonable cost.
- All new file entries concerning each classified employee must be endorsed by the employee. Said endorsement does not indicate approval or agreement of the contents of the file entry. A statement in writing explaining or protesting the content of the file entry shall be attached to the file entry in question. Upon request, the classified employee shall be provided a copy of the new entry material.

Content and Derogatory Material: The District has the right to place performance-related material in the file, provided the employee is given a copy of the document within five (5) working days of its placement.

- **Anonymous Material:** No anonymous letters or unsubstantiated complaints shall be placed in any employee's personnel file.
- **Right to Respond:** The employee shall have the right to submit a written rebuttal to any material placed in the file within ten (10) working days of receipt. This response shall be permanently attached to the relevant document.

Section 609 – Seniority

Definition of Seniority: Seniority shall be defined as the length of an employee's continuous service within the district from the most recent date of hire. For the purposes of this Agreement, "continuous service" shall not be broken by approved leaves of absence, though such leaves may affect the accrual of service time as defined in Section 807 (LWOP).

1. **Vesting of Seniority Status,** The District recognizes a distinction between probationary, transitional, and senior status employees:
2. **Probationary/Transitional Period:** Employees in their first, second, and third years of continuous service are considered to be in a period of professional growth and evaluation.
3. **Attainment of Seniority:** A staff member shall be considered to have "Seniority Status" only after the successful completion of three (3) full consecutive years of service with the District.
4. **Fourth Year Vesting:** Seniority Status shall officially vest on the first workday of the employee's fourth (4th) consecutive school year.
5. **Rights of Seniority** Staff members who have attained Seniority Status (Year 4+) shall be entitled to the following:
 - a) **Reduction in Force (RIF):** In the event of a layoff or reduction in force, the District shall retain senior employees over non-senior employees within the same job classification, provided the senior employee is qualified to perform the remaining work.
 - b) **Internal Transfers:** When a vacancy occurs, senior employees who apply and meet the minimum qualifications shall be granted an interview and given preferential consideration over outside applicants.
 - c) **Tie-Breaking:** If two or more employees have identical qualifications for a shift preference or vacation request, seniority shall be the tie-breaking factor.
6. **Loss of Seniority:** Seniority and the employment relationship shall be terminated if an employee:
 - a) Resigns or retires;
 - b) Is discharged for cause;

- c) Fails to report for work for three (3) consecutive days without notification (Job Abandonment as defined in Section 807).
- d) Is laid off for a period exceeding twelve (12) months.

ARTICLE VII. PERFORMANCE EVALUATIONS

Section 701 – Standards and Frequency

1. **Purpose:** The primary objective of performance evaluation is to provide a formal tool for communication between the supervisor and the employee, focusing on professional growth, job performance, and the meeting of District standards.
2. **Frequency:** All permanent employees shall receive a written performance evaluation at least once per fiscal year, normally prior to May 1st.
3. **Basis:** Evaluations shall be based on the employee's specific job description.

Section 702 – The Evaluation Process

1. **Conference:** A private conference shall be held between the supervisor and employee to discuss the evaluation findings. During the conference, written evaluations shall be reviewed, and each participant shall sign the document for the file and provide a copy to the employee.
2. **Acknowledgment:** The employee shall sign the evaluation to acknowledge receipt; such a signature does not necessarily indicate agreement. Each participant in the conference shall sign the document to be on file, and the copy to be provided to the employee. An opportunity to file a written explanation or protest shall be provided. Such written statements shall become part of the evaluation conference proceedings.
3. **Rebuttal:** The employee has the right to submit a written rebuttal within ten (10) working days of the conference, which will be permanently attached to the evaluation in the personnel file.

Section 703 – Impact of Ratings on Compensation

1. **Step Movement Eligibility:** An employee must receive an overall "Satisfactory" rating to be eligible for a horizontal step movement on the salary schedule for the following school year.
2. **Attendance Disqualification:** An "Unsatisfactory" rating in Attendance disqualifies an employee from advancing to the next horizontal step. For the purposes of this

rating, supervisors shall not consider any leave that is legally exempt under state or federal law, or regularly scheduled school-out periods.

3. **Grievability Limits**

- a) **Substance vs. Process:** The supervisor's specific ratings and professional judgments are not subject to the grievance procedure.
- b) **Procedural Violations:** Only a violation of the process (e.g., failure to hold a conference or failure to allow a rebuttal) may be grieved under Article V.

ARTICLE VIII. LEAVES OF ABSENCE

Section 801 – Sick Leave

- 1. **Accrual:** Permanent employees shall accrue sick leave at the rate of 1.33 days per month.
- 2. **Usage:** Sick leave may be used for personal illness, medical appointments, an immediate family member's illness, or to attend funeral services.
- 3. **Medical Certification:** The District shall require a physician's statement for absences exceeding three (3) consecutive days or when abuse is suspected.

Section 802- Sick Leave Bank

A Sick Leave Bank shall be established for all bargaining unit members. The purpose of the Bank is to provide additional sick leave to employees who have exhausted their accrued leave and are facing significant hardship due to a major illness or injury.

- 1. **Participation:** All permanent employees are eligible to participate. Participation in the Bank shall be voluntary.
- 2. **Contributions:** To become a member of the Bank, an employee must contribute at least one (1) day of their accrued sick leave to the Bank. Contributions must be made in writing to the District's business office. Once contributed, the days cannot be withdrawn by the employee.
- 3. **Administration:** The Sick Leave Bank shall be administered by a committee consisting of two (2) members appointed by the Association and one (1) administrator appointed by the Superintendent. The committee shall establish the rules governing the Bank's operations, including the criteria for awarding days.
- 4. **Requests for Leave:** An employee who has exhausted all of their own paid leave (sick, personal, and annual) may submit a written request to the committee for a

grant of leave from the Bank. Requests must be accompanied by a healthcare provider's certification.

5. **Limits:** The committee shall determine the maximum number of days that may be granted to an individual employee per school year, subject to the total balance available in the Bank.
6. **Liability:** The District shall not be responsible for any loss or deficiency in the Bank, and the committee's decisions regarding the granting of leave shall not be subject to the grievance procedure.

Section 803 – Personal and Annual Leave

1. **Request Process:** Requests for personal or annual leave must be submitted via the online system, TCP, at least three (3) days in advance, except in the case of an emergency (defined as an event that is threatening life or property, or a documented illness).
2. **Blackout Dates:** Leave may be restricted during the first and last weeks of the school year; before or after major holidays such as Thanksgiving, Christmas, or Spring Break; during In-Service Days; or during parent-teacher conferences, at the discretion of the Superintendent/Principal.
3. **Annual Leave Accrual:** Annual leave for permanent full-time or permanent part-time employees shall be earned based on years of continuous employment with the District according to the following schedule:
 - **0–2 Years' Employment:** 1.0 day per month.
 - **3–4 Years' Employment:** 1.5 days per month.
 - **5–8 Years' Employment:** 2.0 days per month.
 - **9 + Years' Employment:** 2.5 days per month
4. **Accumulation and Carryover** As of June 30th of each year, Classified staff covered under this agreement may not exceed twenty (20) days of accrued annual leave.
5. **Probationary Restrictions** Newly hired employees shall not begin accruing annual leave until they have successfully completed the first forty-five (45) calendar days of their ninety (90) day probationary period. Upon the successful completion of the first forty-five (45) days, leave shall be credited retroactively to the employee's initial date of appointment. No annual leave may be utilized by the employee until the full ninety (90) day probationary period has been successfully completed.

Section 804 – Bereavement Leave

1. **Allowance:** Up to five (5) days of leave may be granted for a death in the immediate family.
2. **Coordination:** Bereavement leave shall be charged first to the employee's sick leave, then to personal leave. If no leave is available, it may be taken as LWOP with Superintendent approval.
3. For the purposes of Bereavement Leave, "immediate family" shall be defined as follows:

Spouse: The employee's legal spouse or domestic partner.

Children: The employee's children, including stepchildren, foster children, and children for whom the employee has legal guardianship.

Parents: The employee's parents, stepparents, or legal guardians.

Siblings: The employee's brothers or sisters, including half-siblings and stepsiblings.

Grandparents & Grandchildren: The grandparents or grandchildren of either the employee or the employee's spouse.

In-Laws: The mother, father, son, daughter, brother, or sister-in-law of the employee.

Household Members: Any person residing in the employee's household for whom the employee has primary residency or financial responsibility.

Section 805 – Paid Holidays

1. **Recognized Holidays:** The following days shall be recognized as paid holidays for all permanent classified employees:
 - **Labor Day**
 - **Indigenous Peoples Day**
 - **Thanksgiving Day**
 - **The Day after Thanksgiving**

- **Christmas Day**
 - **New Year's Day**
 - **Memorial Day** (Only if the approved school calendar requires the employee to be in a paid contract status on the workdays immediately preceding and following the holiday).
2. **Eligibility:** To be eligible for holiday pay, the employee must be in a paid status (working or on approved paid leave) on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday following the holiday.
 3. **Holiday Falling on a Weekend:** If a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the paid holiday. If a recognized holiday falls on a Sunday, the following Monday shall be observed as the paid holiday.

Section 806 – Parental Leave (Maternal, Paternal, and Adoption)

1. **Eligibility and Purpose:** Permanent employees are eligible for unpaid parental leave for the birth of a child or the placement of a child for adoption or legal foster care to the extent required by state and federal law. This leave is intended to provide time for bonding and necessary care for a new addition to the family
2. **Duration:** * Employees may take up to **twelve (12) weeks** of parental leave in a rolling 12-month period, consistent with the Family and Medical Leave Act (FMLA) and the Alaska Family Leave Act (AFLA), where applicable.
 - For employees who do not meet either federal or state eligibility hours, the District may grant up to six (6) weeks of unpaid parental leave at the discretion of the Superintendent.
3. **Coordination of Benefits:**
 - a) Parental leave is generally unpaid. However, employees **must** exhaust all accrued sick leave (for the period of medical disability) and then all accrued personal/annual leave before moving into Leave Without Pay (LWOP) status.
 - b) Sick leave usage for paternal or adoption leave is limited to ten (10) days, unless a medical necessity for the child or spouse is documented by a physician.
4. **Notification:** The employee shall provide written notice to the District at least **thirty (30) days** prior to the anticipated start of the leave. In cases of emergency or unpredictable adoption placement, notice must be given as soon as practicable.

5. **Return to Work:** Upon return from parental leave, the employee shall be restored to their original position or an equivalent position with equivalent pay and benefits.

Section 807– Leave Without Pay (LWOP)

1. **Short-Term LWOP (Less than 10 Days per School Year)** Short-term LWOP may be granted for brief absences when an employee has exhausted all applicable paid leave.
2. **Calendared School Breaks:** If an employee does not have sufficient accrued leave to cover a District-scheduled break (e.g., Winter Break, Spring Break), they may request Short-Term LWOP for those specific dates.
3. **Approval:** Must be requested in writing and approved by the Principal or Superintendent at least five (5) days in advance, except in cases of emergency.
4. **Long-Term LWOP (10+ Days)** Long-term LWOP is a formal, extended leave of absence (e.g., for health, education, or public service).
 - a) **Requirement:** Must be requested in writing to the **Superintendent** at least thirty (30) days in advance.
 - b) **Discretionary Nature:** The Superintendent reserves the right to deny Long-Term LWOP based on the operational needs of the District and the availability of substitutes.
5. **Unauthorized Absence and Job Abandonment** The District treats unapproved or unexplained absences as a serious breach of contract.
 - a) **Definition of Unauthorized LWOP:** Any absence that has not been approved by the Principal (Short-Term) or Superintendent (Long-Term), or any absence where the employee failed to provide a valid explanation, shall be considered Unauthorized LWOP.
 - b) **Three-Day Rule (Job Abandonment):** Any employee who is absent for **three (3) consecutive workdays** without notifying their supervisor or providing an explanation acceptable to the Superintendent may be dismissed or terminated from their position.
 - c) **Failure to Return:** Failure to return to work on the first scheduled workday following the end of an approved LWOP (or a calendared break) without prior notification may result in dismissal or termination from their position.

Section 808- Maintenance of Benefits

For the purposes of this Agreement, a full-time employee is an employee in a position designated as “full-time” by the District paperwork.

1. **Seniority:** Time spent on LWOP does not count toward seniority or salary step movement.

Section 809– Civic Duty

1. **Mandatory Legal Duty (Jury Duty / Subpoena)** The District shall grant leave with pay to employees for Jury Duty or when subpoenaed as a witness.

ARTICLE IX. PHYSICAL EXAMINATION

Section 901 – Employment Physical Examinations

The District requires a physical examination for all permanent employees every three (3) years as a condition of continued employment.

1. **Insurance Primary:** If an employee is covered by a health insurance plan, the employee must first submit the cost of the physical examination to their insurance carrier for coverage.
2. **District Reimbursement:** The District shall reimburse the employee for the cost of the physical examination only if the examination is not covered by the employee’s existing health insurance.
3. **Documentation:** To receive reimbursement, the employee must provide the District with a copy of the “Explanation of Benefits” (EOB) or a written denial from their insurance provider, along with the original receipt for the exam.
4. **Limits:** District reimbursement for the examination shall not exceed **\$195.00**. This benefit is strictly for the cost of the physical exam and does not include coverage for travel, elective procedures, or additional diagnostic testing not required for employment.

ARTICLE X. SALARY AND COMPENSATION

Section 1001 – Payroll Schedule All permanent classified employees shall receive their salary payments on the 15th and the last day of each month. If a payday falls on a weekend or a District holiday, payment shall be issued on the last business day before that date.

Section 1002 – Salary Schedules The negotiated salary schedules for the duration of this Agreement are incorporated as follows:

- **Appendix A:** 2026–2028 School Year

Section 1003 – Schedule Alignment and Column Placement. Placement of employees on the 2026–2028 salary schedule shall be governed by the following principles to ensure a fair transition during schedule restructuring:

1. **Positional Placement:** Each classified employee shall be placed on the column and step designated for their specific position as reflected in Appendix A, regardless of any prior column or range placement.
2. **Hourly Rate Protection:** If a position is assigned to a different column than in a prior schedule, the affected employee shall be placed on the step within the new column that is closest to, but no lower than, the employee’s current hourly rate.
3. **Step Movement:** Following initial placement on the new schedules, employees shall be eligible for normal yearly step movement in accordance with the performance requirements established in Article VII of this Agreement.
4. **Final Adjustments:** Any additional salary schedule adjustments identified in this Agreement shall be applied only after initial placement and step movement have been calculated.

Section 1004 – Nature of Restructuring The parties agree that placement changes resulting from salary schedule restructuring do not constitute a change in job title, job description, duties, or classification. Furthermore, such placement shall not be construed as a promotion, demotion, or reclassification for the purposes of the grievance procedure or trial periods.

_____	_____
Board of Education President	Date
_____	_____
Board of Education Member	Date
_____	_____
Kake Educational Support Staff President	Date

APPENDIX A

[illegible]