COLLABORATIVELY NEGOTIATED AGREEMENT

OF KAKE CITY SCHOOL DISTRICT AND THE KAKE EDUCATION ASSOCIATION

July 1, 2026 - June 30, 2029

The Board of Education of the Kake City School District and the Kake Education Association recognize that the Kake City School District has the final authority for establishing policies, the responsibility to determine and disburse the total amount to be made available for compensation of all school employees, and conduct the duties described in section 14.14.090 of the Alaska State Statutes.

The Superintendent and the District's administrative staff are responsible for carrying out the established policies.

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

Article 1. RECOGNITION

1.1 The Kake City School District Board of Education, hereinafter called the BOARD, will recognize the Kake Education Association, hereinafter called the ASSOCIATION, as the bargaining agent for all certified teachers employed ½ FTE or more, "excluding certificated administrative personnel such as Superintendent and Principal."

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

1.3. The provisions established and represented within this Negotiated Agreement, specifically regarding health insurance benefits, shall apply only to certificated teachers who are contracted to work the full standard work week of no less than 37.5 hrs for the duration of the 187-day school year (or the equivalent of a full academic term). The definition of 1.0 FTE shall not be reduced, reclassified, or otherwise modified in a manner that results in the elimination or reduction of health insurance eligibility for bargaining unit members covered under this agreement.

Article 2. SCOPE

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

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

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

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

Article 3. NEGOTIATIONS PROCEDURE

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

3.2 Within twenty (20) days of receipt of the letter to initiate negotiations, a written response shall be made by the receiving party. This response shall include a mutually agreed-upon date and time for the first meeting. The proposed first meeting shall be held within twenty (20) days of the receipt of the response letter noted above to begin negotiation.

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

3.4 Meetings shall be scheduled during the workday at a mutually agreed-upon time and place. Further, if ASSOCIATION LEAVE is exhausted, negotiations will take place between the last student day and August 15th.

3.5 Except as required by AS 23.40.235, initial proposals, last-best-offer proposals, tentative agreements before ratification, and final agreements reached by the parties are public documents and are subject to inspection and copying. Any information divulged to the public regarding discussions between the parties shall be based upon written statements approved by both groups prior to release. Non-compliance with the provisions of this section by either party releases the other party to this agreement from any prior obligation to confidentiality.

3.6 During the course of negotiations, reports of progress may be made by the BOARD' S spokesperson to the BOARD or by the ASSOCIATION'S spokesperson to the membership. Information thus conveyed must remain confidential among the respective parties to the Agreement.

3.7 Meetings shall be considered closed to all except designated members.

3.8 When a consensus is reached, a joint report or Tentative Agreement shall be prepared and presented to the BOARD and the ASSOCIATION in writing.

3.9 In the event both parties declare that an impasse has been reached, the parties shall utilize the Federal Mediation & Conciliation Service prior to filing for advisory arbitration. Only those items of disagreement shall be presented to the mediator or advisory arbitrator. If mediation fails to reach an agreement, either party may request advisory arbitration, which will be conducted under the American Arbitration Association's jurisdiction. The cost of the arbitrator will be borne equally by the BOARD and the ASSOCIATION.

Article 4. COMMUNICATION

4.1 If requested by the ASSOCIATION, a place on the monthly Regular Meeting Agenda will be scheduled to discuss topics or business relevant to certified staff. Topics and business to be discussed will be presented to the Superintendent *5* days prior to the BOARD meeting, so that any item requiring BOARD action can be fully disclosed on the printed public agenda, ensuring proper public notification.

Article 5. GRIEVANCE PROCEDURE

5. 1 Definitions:

5.1.1 A " grievance" is defined as an alleged violation, misinterpretation, or misapplication of the Negotiated Agreement.

5.1.2 An "aggrieved person" is the person, persons, or ASSOCIATION making the complaint.

5.1.3 A "party in interest" is the person or persons making the complaint and any person who might be required to act or against whom action might be taken to resolve the complaint.

5.1.4 The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekends or vacation days are excluded.

5.2 Purposes:

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

5.3 General Procedures:

5.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

5.3.2 In the event a grievance is filed on or near the end of the school term, the parties agree to make good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the beginning of the school term or as soon thereafter as is practicable.

5.3.3 In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school term, should it be necessary to pursue the grievance to all levels of the appeals, then the parties shall mutually agree to continue the grievance over the summer break or to suspend the grievance until the new school term in September under the terms of this agreement and this article, and not under any succeeding agreement.

5.3.4 Nothing herein contained limits the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

5.4 Initiation and Processing:

5.4.1 Level One:

5.4.1.1 A teacher with a grievance will first discuss it privately with his/her principal or immediate superior with the objective of resolving the matter informally. An informal resolution shall not be precedent-setting.

5.4.1.2 If the teacher is not satisfied with the informal process set out above, he/she may file a written grievance with his/her principal within thirty (30) days of the date the grievant knew or should have known of the allegations giving rise to the grievance. Copies of the information are to be sent by the aggrieved party to the Superintendent. The principal shall meet with the parties in interest within five (5) days after receipt of the written grievance and will respond in writing to the grievant within ten (10) days of the meeting.

5.4.2 Level Two:

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

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

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

5.4.2.4 Initiation of Group Grievances:

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

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

5.4.3 If the District has a Superintendent/Principal, then grievance processing shall begin at Level Two, and such grievances must be filed within thirty (30) days of the date the grievant knew or should have known of the allegations giving rise to the grievance. If the employee has a principal, the process shall begin at Level 1.

5.4.4 Level Three:

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

5.4.5 Level Four:

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

5.4.5.2 The proceeding shall be initiated by the filing of a notice of arbitration with the BOARD. The notice shall be filed within ten (I 0) days after receipt of the decision of the BOARD under the Grievance Procedure, or where no decision has been issued in the circumstances described above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

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

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

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

5.5 General Provisions:

5.5.1 No reprisals of any kind will be taken by the BOARD or by representatives of the ASSOCIATION, or any member of the administration against any party in interest, any school representative, or any other participant in the grievance procedure by reason of such participation.

5.5.2 The filing or pending filing of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the BOARD to take the action complained of, subject, however, to the final decision on the grievance

5.5.2 Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the ASSOCIATION if the adjustment is not inconsistent with the terms of this agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by the ASSOCIATION, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his/her rights thereunder, such election will bar any further or subsequent proceeding for relief under the provisions of this article

5.5.3 Any party in interest may be represented at all stages of the grievance procedure, except arbitration, by a person of his/her own choosing. When a teacher is not represented by the ASSOCIATION, the ASSOCIATION shall have the right to designate a representative to be present. The ASSOCIATION shall have the right to present its views at a separate time.

5.5.4 Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure on any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

5.5.5 All documents, communications, and records related to the processing of a grievance will be filed separately from the participants' personnel files.

5.5.6 Forms for processing grievances will be prepared by a committee of representatives of the ASSOCIATION and of the BOARD.

5.5.7 During the investigation of any grievance or potential grievance, representatives of the ASSOCIATION will report to the principal or his/her designee of the building being visited and state the purpose of the visit immediately upon arrival.

5.5.8 If any member of the ASSOCIATION is a party of interest to any grievance, he/she shall not serve as the ASSOCIATION'S grievance representative in the processing of such grievance.

5.5.9 It will be the practice of all parties in interest to process grievances after the regular workday or at other times, which do not interfere with assigned duties. Upon mutual agreement by the aggrieved person, the ASSOCIATION, and the BOARD'S designated

representative, the grievant and the appropriate ASSOCIATION representative will be released from assigned duties without loss of salary.

5.5.10 No grievance shall be recognized by the BOARD or the ASSOCIATION unless it is filed within thirty (30) days of the date the grievant knew or should have known of the allegations giving rise to the grievance. If the grievance is not timely filed or not timely appealed to the next level, the right of grievance will be forfeited.

5.5.11 Either party may engage outside professional consultants at any level of the grievance procedure.

5.5.12 The BOARD has the right to take whatever action is necessary to maintain adherence to this agreement, provided that such action is in accordance with this agreement, State and Federal Law, Rules and Regulations of the State Department of Education, and the Kake City School District. This action may include dismissal for reasons as defined in AS 14.20.170 and AS 14.20.175.

Article 6. INSURANCE:

6.1 The district will offer insurance coverage for each bargaining unit member and his/her dependents.

6.1.1 For the purposes of insurance eligibility, a bargaining unit member is defined as a certificated teacher employed at 1.0 FTE (as defined in Section 1.3). Employees working less than 1.0 FTE are not eligible for district-sponsored health insurance coverage.

6.1.2 The district will not provide double coverage to spouses who are both employed by the district, nor their dependents. One spouse and the couple's dependents may be covered through the other spouse's coverage.

6.2 Employee Contribution Each covered employee shall contribute 5% of the monthly premium for their coverage via automatic payroll deduction. In the event that health insurance coverage is assessed a premium increase that exceeds the district budget for health insurance premiums, the BOARD and the ASSOCIATION agree to promptly re-open Section 6.2 for negotiations and make a good faith effort to reach an agreement as early as possible in order to maintain consistent coverage and minimize financial impact to both parties.

If no agreement is reached within thirty (30) calendar days, the additional premium costs exceeding the budgeted amount shall be shared equally between the DISTRICT and participating employees until a new agreement is ratified, unless otherwise mutually agreed upon by the BOARD and the ASSOCIATION.

6.3 District Contribution & Coverage The District shall provide 95% of the monthly premium for medical, dental, and vision coverage. The District will make every effort to maintain existing coverage levels; however, due to the uncertainty of the health insurance market, if the current level of coverage must change, any such change will be mutually agreed upon by the BOARD and the ASSOCIATION.

6.4 Employees who are employed by the district for the full school year and who will return the following year shall receive twelve (12) months' coverage. Employees who are employed by the district for the full school year but do not return the following school year shall be covered through the end of June.

6.5 The BOARD may offer an insurance buy-out option for individuals covered by an approved alternative health plan. The amount shall be $250 per month. This provision applies only to individuals for whom a premium is paid (see 6.1.2 above) and shall be prorated, if necessary, based on the length of employment under a 187-day contract.

6.6 The BOARD shall provide, at no cost to the employee, Long Term Disability Insurance.

Article 7. LEAVES

7.1 Leave Definitions

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

Emergency leave for other situations is subject to the Superintendent's approval.

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

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

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

Sick Leave: Leave granted for medical purposes. Sick leave is taken for the employee's illness or for that of a family member, particularly young children, who require the employee to be absent from their duties.

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

Wellness Leave: Any leave granted for the purpose of preventive care of the employee's physical or mental well-being, including medical appointments. Wellness Leave days are deducted from the Sick Leave days allotted to the employee. Staff will provide documentation that they have had a physical within the past 3 years. Any costs not covered by insurance or the flex plan will be incurred by the district.

7.2 Emergency Leave: Teachers may draw accumulated sick leave to attend to an illness within the immediate family. The immediate family is interpreted to include the teacher's spouse, child, parent, brother, sister, or other individuals acceptable to the Superintendent. Emergency leave may be used to supplement bereavement leave (section 7.5) with the superintendent's approval. Such leave will be drawn from the teacher's accumulated sick leave.

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

7.4 Sick Leave Legal Compliance (Alaska Statute) In accordance with AS 14.14.107, sick leave may only be used for the employee's or immediate family's illness, injury. Professional medical appointments (including those of the employee's immediate family as defined by the District) shall be scheduled outside of school workdays to the extent possible unless approved or agreed to by the superintendent or principal.

7.4.1 Verification and Misuse of Leave The District reserves the right to require documentation of sick leave, including medical provider notes, verification of appointments, flight itineraries, and other information to verify the duration of the absence.

Note on Alaska Law: Under Alaska law and standard educational labor practices, the misuse of sick leave—including using sick leave for personal travel or leisure—constitutes "misfeasance" or "nonfeasance" in office and may be grounds for disciplinary action, up to and including termination of the employment contract.

7.4.2 Sick Leave Medical Travel Requirements. Sick leave may be utilized for medical appointments and required travel. However, such leave is strictly limited to the duration of the medical necessity.

- Outbound Travel: Employees must depart on the scheduled flight closest to their appointment time that allows for reasonable arrival.
- Inbound Travel: Employees must return to the district on the first available flight after the medical appointment or treatment.
- Extensions: Any stay beyond the "first available flight" window is not eligible for sick leave. Such time must be requested and approved in advance as Personal Leave. Failure to return on the soonest available flight without a documented medical or weather-

related reason will result in an uncompensated absence or a deduction from personal leave.

- For teachers utilizing SEAHRC travel, the district will accept documentation demonstrating any outstanding circumstances requested by SEAHRC, not the employee as documentation.

7.5 Exceptions:

7.5.1 Personal or wellness leave may not be used during the first or last five days of the school year, before or after Christmas, before or after Thanksgiving Break, before or after Spring Break, during District in-service days, and teacher workdays. However, personal wellness leave may be granted by the Superintendent or Principal to two staff members immediately before or after a vacation or legal holiday. However, no staff member may be granted such leave more than once every 2 years. The ASSOCIATION and administration will develop a certified staff list to track the use of leave granted under this provision. For multiple requests, priority shall be given to the staff member who most recently used this leave. Exceptions to the restrictions in this section may be granted at the administration's discretion for major life events beyond the member's control.

7.5.2 Certified employees who work less than a full school year shall receive a prorated number of personal leave days per pay period.

7.5.3 Personal leave is non-transferable from one teacher to another.

7.5.4 It is important that the building principal be notified as early as possible. The building principal or superintendent shall make the decision, based on staffing needs and availability, if staff are allowed to take personal leave. In any event, the principal shall receive the request at least twenty-four (24) hours in advance of the required leave, whenever possible.

7.4.5 Should a teacher traveling on a commercial carrier be delayed because of weather, they shall be permitted the use of personal leave if they return via the earliest possible commercial carrier.

7.6 Bereavement Leave: Certified staff shall be given 3 days of bereavement leave for a death in the Immediate Family (as defined in 7.2 of emergency leave). These days will not be deducted from the employee’s leave balance.

7.7 Posting of Balances: Balances of sick and personal leave shall be posted on the check stub at the end of each month.

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

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

7.10 Family Medical Leave: Eligible employees shall be covered in accordance with the provisions of the Family Medical Leave Act (FMLA) and Alaska Medical Family Leave Act. During the time an eligible employee qualifies for this benefit, the District will maintain coverage as required. The District will inform the employee of eligibility upon completion of the required documents.

Employees must complete the required documentation to become eligible for this benefit.

7.11 Sick Leave Cash Out

Tier III Supplemental Retirement Accounts- Tier III teachers may request to cash out sick leave at daily rate per definitions, per sick day to contribute to their District-sponsored 403(b) or 457 supplemental retirement account in the amount defined below:

- Once a Tier III teacher has accumulated 20 days of sick leave by March 31st, the teacher may request to cash in one (1) day of sick leave to contribute to the 403(b) or 457 supplemental retirement account.
- Once a Tier III teacher has accumulated 40 days of sick leave by March 31st, the teacher may request to cash in two (2) days of sick leave to contribute to a 403(b) or 457 supplemental retirement account.
- Once a Tier III teacher has accumulated 60 days of sick leave by March 31st, the teacher may request to cash in three (3) days of sick leave to contribute to a 403(b) or 457 supplemental retirement account.

The annual request form to cash out sick leave must be received by the payroll department no later than April 1st of each year. These requests will be processed and remitted to the member's district-sponsored 403(b) or 457 supplemental retirement account between April 1st and the last payroll process of the school year. Sick leave cashed out pursuant to the provision will not be subject to TRS.

In the event there is a change in state law that provides new value to TRS Tier III members' accrued sick leave, whether realized at retirement

Article 8. SICK LEAVE BANK

8.1 The District Sick Leave Bank will be administered by a joint committee of not more than two (2), consisting of one (I) ASSOCIATION member and one (I) member appointed by the Superintendent.

8.2 Any certified staff member may contribute one (I) day of sick leave annually to the District Sick Leave Bank.

8.3 The sick leave bank will be capped at one hundred (100) days. If the number of days in the bank is less than one hundred (100), voluntary contributions are allowed. When the number of days in the bank falls below fifty (50), all members are required to contribute one (1) day per year until the total number of days in the bank reaches or exceeds fifty (50).

8.4 The Members will contribute additional days to the bank at the beginning of each school year according to the above limitations. New participants may be added at any time.

8.5 A person will not be able to withdraw days from the bank until his/her own sick leave is depleted.

8.6 A maximum of twenty-four (24) days each school year may be drawn by one individual from the Bank. Additional days may be extended with the sick leave committee.

8.7 Sick leave days can only be withdrawn from the Bank for an individual member's illness or a member's absence due to illness of the immediate family, including maternity, paternity and adoption leave (defined in 7.2) upon approval of the Sick Leave Bank Committee.

8.8 A person withdrawing sick leave days from the Bank for an illness will not have to replace the days, except as a regular contributing member of the Bank.

8.9 A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.

8.10 Requests for use of Bank days should be submitted in writing to the Sick Leave Bank Committee and must be accompanied by a letter from the attending physician.

8.11 A person will be allowed to withdraw days from the Bank if he/she was a member of the Bank at the time the illness or injury occurred. A person becomes a member when they contribute at least one day to the bank.

Article 9 HOUSING:

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

Article 10. PERSONNEL FILE

10.1 Maintenance of Files: The District shall maintain one (1) official personnel file for each teacher. The District also retains the right to maintain separate administrative working files for the purposes of ongoing coaching, supervision, and documentation of performance. The administrative working file shall be included in the personnel file.

10.2 Placement of Material: The District has the right to place any material related to a teacher's professional performance, conduct, or evaluation in the personnel file. Teachers shall be notified (via email or in person) of any new additions to the file and shall provide an acknowledgment of receipt. Acknowledgment signifies only that the teacher has seen the material, not that they agree with the content. In the event the teacher does not respond within 15 calendar days, the material will be placed in the teacher's file.

10.3 Right of Rebuttal: The teacher shall have the right to compose a concise written rebuttal to any material placed in the file. This rebuttal must be submitted within fifteen (15) working days of notification and will be permanently attached to the original document.

10.4 Access to Files: A teacher (or their authorized designee) may review the full contents of their personnel file upon written request to the Superintendent. Review shall take place during regular business hours in the presence of a District administrator or an ASSOCIATION representative.

10.5 Permanent Records: Material placed in the personnel file is considered a permanent record of the District. No material may be removed or destroyed without the express written authorization of the Superintendent. The requirement for teacher consent for the removal or retention of files is hereby abolished. *(Replaces 10.5)*

10.6 Confidentiality and Legal Use: Access to personnel files is limited to District personnel as designated by the Superintendent. However, the District may utilize any portion of the file in conjunction with formal hearings, evaluations, or court proceedings as permitted by law.

10.7 Administrative Notes: Administrative notes, coaching memos, and records of informal walkthroughs may be maintained by the Superintendent/Principal to track performance over time. These records serve as the foundation for formal evaluations and Plans of Improvement.

10.8 Preservation of Records: All administrative notes and performance-related documents shall be preserved for the duration of the evaluator's employment with the District. Evaluator notes that do not become part of the employee evaluation shall be destroyed after the departure of the evaluator.

Article 11. PROFESSIONAL TRAINING:

11.1 The Kake City School District shall fund or reimburse tuition/travel charges to teachers who complete District-mandated or approved courses, workshops, or conferences.

11.2 The BOARD suggests that, as part of our educational interest for our students and a keen sense of a collaborative effort for stakeholders, staff complete a professional development summary with an option to give verbal feedback to the BOARD.

Article 12. TEACHER EVALUATION:

12. 1 Purpose and Framework In accordance with AS 14.20.149 and 4 AAC 19.010, the evaluation system is designed to improve instruction and inform employment status decisions. Teachers shall be evaluated via the District's Certified Staff Evaluation System, which incorporates input from stakeholders (students, parents, and staff) and remains available to all members for review.

Article 13 TEACHER TRANSFER:

13.1 The Superintendent or building leadership retains the sole authority to reassign certificated staff to positions for which they are qualified to meet the operational and instructional needs of the District.

13.2 The Superintendent shall inform the ASSOCIATION of specific vacant teaching positions which occur during the school year, and for the following school year, upon knowledge of such vacancies.

13.3 The Superintendent shall consider the written request of a teacher to be reassigned to a specific vacant teaching position. Written requests may be submitted to the Superintendent at any time during the school year. Teachers who request a transfer should be endorsed as "highly qualified" or working toward such recognition to receive reasonable consideration of the transfer request.

13.4 The Superintendent shall give teachers at least five (5) days after informing the ASSOCIATION of vacancies to file written requests for reassignment to such a vacancy. However, the Superintendent may fill such a vacancy prior to the expiration of those five (5) days if, in the Superintendent's judgment, waiting five (5) days to fill the vacancy would be detrimental to the District's educational program.

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

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

Article 14. TEACHER WORKDAYS

14.1 A standard teacher's contract shall consist of 187 working days, including the following paid holidays (Labor Day, Indigenous Peoples Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, and, if school is in session, Memorial Day). Any extension of the standard work year will result in a proportionate increase in teachers contracted salaries. Teachers will have 10 in-service days and a minimum of 1 workday. Teachers may not use personal leave for in-service and workdays. However, sick leave may be used. Teachers may be asked for documentation of sick leave.

14.2 Each teacher shall be on duty for at least 8 hours per day. The length of the workday shall be a minimum of 8.0 hours, these hours to be determined on a building basis. Teachers should arrive a minimum of 30 minutes before students start instruction and stay a minimum of 30 minutes after the instructional day.

14.3 Teachers may be released at the close of the regularly scheduled teaching day on the day of open house or evening parent/teacher conferences.

14.4 Within the 8 hours of duty, each teacher shall have a lunch period of at least thirty (30) minutes free of assigned responsibilities.

14.5 Teachers may leave the building during their duty-free lunch period and at such other times as shall be authorized by the building principal.

14.6 The BOARD and the ASSOCIATION recognize instructional planning time as essential to optimal teacher performance and increased student achievement. Full-time teachers will be guaranteed a minimum of 250 minutes (in blocks of time of no less than 30 minutes), of planning time throughout the work week; exact time to be determined at the building level. If prep time cannot be uninterrupted minutes, the district should explore all options and consult with the impacted teachers prior to any changes to their prep time.

14.7 If there are not sufficient teacher volunteers on District-created committees, the Superintendent may assign a teacher to a committee, which would be part of the teacher's contractual workday. Teachers shall be assigned to no more than two committees per year, for a term of no more than one school year.

14.8 Substituting Requests or classroom coverage, initiated by the principal to cover classes not regularly assigned, will be made when arrangements for regular substitutes cannot be made. To the best extent possible, substituting requests shall not be made more than twice per month or more than one week at a time.

Article 15. NON-RETENTION-FAIR DISMISSAL

15.1 No teacher will be disciplined without just cause. This provision shall not apply to the suspension, dismissal, and non-retention of teachers, which shall be in accordance with AS 14.20.170, AS 14.20.175, and AS 14.20.180.

15.2 Reduction in force shall be in accordance with AS 14.20.177 as it reads in Alaska Statute on the day of the adoption of this Agreement If the statute is changed by the legislature during any legislative session, the new provision will go in effect on the date set out by the legislature.

15.2.1 If two or more teachers are determined to be qualified for a particular position and one or more must be placed on layoff status, the final determination will be based on seniority.

15.2.2 District seniority will be time served in the district as determined by the original date the contract was signed. If two teachers have equal district seniority, then their total out-of-district experience will be used to determine their seniority.

15.3 Prior to any non-retention of a tenured teacher for failure to meet district performance standards, the reasons for the non-retention must be documented through the evaluation procedure, and the teacher must be given the opportunity to complete a plan of improvement as required by state law (AS 14.20.175).

15.4 After the non-retention of a non-tenured teacher, the reasons for non-retention must be given to the teacher in writing (if requested), but a non-tenured teacher may be non-retained for any reason. State statute allows a teacher to request and receive an informal hearing by the BOARD (AS 14.20.175).

Article 16. RIGHTS AND RESPONSIBILITIES OF TEACHERS

16.1 The BOARD and the ASSOCIATION agree that teaching lessons in all curricular areas in accordance with the Alaska State Standards is essential and in the best interests of the Kake City School District. The teacher shall have the freedom to plan, develop, and implement teaching techniques and methodologies and to present content and materials subject to sound professional judgment, consistent with applicable course outlines, curriculum guides, and the designated instructional program, appropriate for the subject, grade, and level taught, and consistent with such parameters as established by law, DEED regulations, and the PTPC Code of Ethics. The District reserves final decision-making authority in all matters of educational policy, including, but not limited to, the selection of instructional materials and the determination of the curriculum and educational programs.

16.2 No teacher shall be required to perform non-teacher-related duties. Personal Freedom: The BOARD and administration reaffirm recognition of the guarantee of the teacher's full rights of citizenship and personal file outside the classroom and in conformity with AS 14.20.095.

16.3 Classroom Privacy: No device shall be used in any classroom to listen to or record activities in a classroom without advance notice to the teacher.

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

16.5 The administration will invite at least two teachers to any potential interviews that will be conducted for certified positions. Teachers do not have to be present for the interview to continue but will be invited to attend and help contribute by asking questions and discussing potential hires. Ideally, staff members who will work with the potential hire will be invited.

Article 17. SALARY:

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

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

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

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

17.2 Salary Schedule:

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

17.2.2 The District agrees to place all teachers on the salary schedule with credit for up to six 8 years of certified teaching on the Bachelor's degree column and eight 10 years on the Master's degree column. Placement on the salary schedule shall be at one year above the years of experience granted.

17.2.3 The District reserves the right to pre-approve, for salary advancement/Career Advancement credit, only those courses that are related to the field of education or that enhance the advancement of subject-matter knowledge or teaching strategies and/or District program priorities.

Courses taken for Career Advancement must meet the criteria of the following categories:

Accredited College or University Courses (on campus) or Online and Correspondence Courses:

Courses must be offered for upper-division credit (500 level or above). Exception Criteria: If a teacher is ineligible to enroll in a 500-level course, a 300-level course may be accepted, provided it is approved in advance by the Superintendent. Courses must clearly relate to the field of education in the Kake City School District

Courses must be granted by an accredited college or university listed on the Accredited Institutions of Postsecondary Education deemed acceptable by the American Council on Education.

The grade recorded on the transcript must indicate the grade must be "C", "B", or "A" or passing out of a Pass/Fail course.

The same course (differentiated by the title or the number) cannot be taken more than once for career advancement credit.

Should the employee disagree with the Superintendent's decision, the decision may be appealed to a Course Review Board composed of 1. School Board Member 2. A Building Principal 3. A Member of the KEA.

17.2.4 An employee intending to apply for movement to a column on the salary schedule for the current school year must inform the superintendent by October 15th of the current school year. All documentation required for such movement (Transcripts, etc.) must be provided at that time.

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

17.4 All certified teachers employed ½ FTE or more and covered under this agreement shall be required to attend and participate in in-service days, teacher workdays, , teacher orientation sessions (for new teachers only), parent-teacher conferences, and all other non-instructional duties in the same manner and to the same extent as teachers holding full-time contracts.

17.5 Except as provided by law, there will be no withholding of a teacher's salary without that teacher's authorization.

17.6 Each teacher traveling on school business away from Kake shall be paid the current year's standard federal per diem rate. If the BOARD raises the per diem rate during the life of the contract, it will apply to all teachers.

17.7 Extra-curricular Duty:

17.7.1 An extra-curricular duty is defined as direct supervision of students in a non-class-related activity, club, or sport.

17.7.2 An extra duty contract shall be offered separately from the teacher's regular contract.

17.7.3 Acceptance of an extra duty contract is voluntary. Refusal to accept shall have no effect on continued employment, building assignment, or formal evaluation. Ability or willingness to perform an extra duty shall have no bearing on employment, evaluation, and/or transfer decision.

17.7.4 All extra-duty assignments will be on a year-to-year basis.

17.7.4.1 On or before May 15th of each school year, ASSOCIATION members with extra-duty contracts may reapply for extra-duty assignment(s) for the following year

17.7.4.2 In an effort to develop and maintain quality extracurricular programs, evaluations of extracurricular staff shall be conducted by the administration in a timely manner at the conclusion of each extra-duty assignment.

17.7.4.3 A teacher may be released from an extra duty contract for reasons of health or for any reason, which is mutually agreed to by the teacher and the BOARD.

17.7.4.4 A job description is to be given to the activity sponsor prior to the teacher's extra duty assignment. The job description is to be used as a guide by the activity sponsor and must reflect the range to which the activity is assigned.

17.7.4.5 The extra duty contract shall specify and be assigned by the BOARD for each activity. A copy of the completed, signed contract must be given to the activity sponsor within (7) working days of his/her signing.

17.7.4.6 Coach/Sponsor per diem, housing, and travel expenses shall be fully reimbursed.

17.7.4.7 Payment schedule for services shall be included in the extra duty contract.

Extra-curricular coaches shall be expected to hold team practice sessions for the duration of the sport as listed by the Alaska State Activities Association or this agreement. Shortened seasons due to late commencement or early termination on behalf of the coach or administration shall result in a corresponding prorated compensation.

Extra-curricular coaches shall not receive extra compensation for coaching two sports simultaneously. To receive extra compensation, separate practices must be held. (Boys and girls basketball, cross-country, etc.) Practices must be held at separate times and for the traditional duration of 90 minutes or more to receive extra compensation.

17.7.4.8 Extracurricular/duty activities may not take place during the teacher's contractual workday unless the superintendent approves based on need for the activity.

17.8 Co-curricular Duty:

17.8.1 A co-curricular duty is defined as direct supervision of students in an activity or club that relates directly to a class where the teacher is assigned.

17.8.2 A co-curricular duty contract shall be offered apart from the teacher's regular contract.

17.8.3 Acceptance of a co-curricular duty contract is not voluntary. An assignment can only be made if the teacher has expertise in the assigned area or first volunteers and builds a successful program.

17.8.4 All teacher shall be notified as to the status of their co-curricular duty assignment for the following year, except in emergency situations.

17.8.5 A teacher will be released from a co-curricular duty contract for reasons of health or for any reason agreed to by the teacher and the BOARD, if they are released from their teaching contract.

17.8.6 A job description is to be given to the co-curricular sponsor prior to the teacher's co-curricular duty assignment. The job description is to be used as a guide by the sponsor and must reflect the range of the activity to which it is assigned.

17.8.7 The co-curricular duty contract shall specify each activity and be signed by the BOARD for each activity. A copy of the completed, signed contract must be given to the activity sponsor within seven (7) working days of his/her signing.

17.8.8 Co-curricular or Sponsor food, housing, and travel expenses shall be fully reimbursed.

17.8.9 Payment schedule for services shall be included in the co-curricular duty contract.

17.8.10 Co-curricular duty activities may commence no sooner than the close of the regular student instructional day.

17.8.11 Extra-duty contract responsibilities will be performed either before or after the contract day. On occasion, there may be a need for extra-duty work during the instructional day. Teachers may hold occasional meetings to address student needs, but the intent of the extra-duty contract is that the service is not performed on contract days.

17.9 Payroll deduction of Association Dues

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

17.10 The BOARD will pay a newly recruited teacher up to $1,000 for moving expenses to Kake. Receipts shall be required.

17.11 The BOARD shall pay recertification fees for a district teacher, as long as those teachers are currently employed by the district and have signed a contract to return for the following school year.

17.12 In the FY26 school year, it is mutually agreed that the creation of a Hard-To-Fill Committee will happen. The Hard-To-Fill Committee shall be made up of the Superintendent or their designee, the Association President or their designee, and one certified educator who is directly affected by the vacancy. The committee will create a mutually agreed-upon signing/moving bonus scale with specific criteria to offer to potential applicants in hard-to-fill positions.

After a position has been advertised in at least five (5) different nationally recognized recruiting locations for no less than 90 days in-house as well as to the public, the District will notify the Association President of the need to convene the Hard-To-Fill-Committee. The Committee will evaluate and make decisions of what will be offered for hiring incentive.

Article 18. CONTRACTS

18.1 A teacher's contract must be terminated by mutual consent of the teacher and the BOARD upon thirty (30) days' written notice by either party. Any teacher who leaves a position following the notice without having the written assent of the BOARD will be liable for revocation of certification for breach of contract.

18.2 At the time the BOARD offers a contract to a prospective teacher, a copy of the current Negotiated Agreement shall be included.

18.3 Contracts shall comply with current Alaska State Statutes and Regulations.

18.4 Within ten (10) days of the decision, the BOARD shall notify teachers of the starting date of the forthcoming school year. During the current school year, this notification shall be sent to individual teachers. All notifications will be in writing.

18.5 A person may not be employed as a teacher in the District unless that person possesses a valid teaching certificate, except that a person who has made application to DEED for a teaching certificate or renewal of the teaching certificate which has not been acted upon by the Department may be employed as a teacher in the District until the Department has taken action on the application, but in no case may employment without a certificate last longer than three (3) months. In the event the person does not obtain the certificate within the three (3) month period, any contract between the District and the person shall be null and void.

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

Article 19. TERMS OF AGREEMENT

Changes in this AGREEMENT may be made only if, by mutual agreement, both parties elect to open negotiations on one or more items, and further, if both parties mutually agree to the proposed changes.

2026 - 2029 EXTRA DUTY/CO-CURRICULAR SALARY SCHEDULE

Position	Pay	*Potential split positions
Senior Class Advisor	$2000.00	
Junior Class Advisor	$3000.00	
Cross-Country Coach	$3500.00	
Volleyball Coach	$3500.00	
Wrestling	$3500.00	
HS Boys Basketball	$4500.00	
HS Girls Basketball	$4500.00	
Activities Director*	$5500.00	*Travel Director/$2750.00
Tutor*	$1500.00	*Grants/Student Attendance
Co-Curricular		
Yearbook	$3500	In Class
Student Government	$2000	In Class

2026-2029 Salary Schedules

Salary Schedule FY27

Year of Teaching	B.A.	B.A.+18	B.A.+36	M.A.	M.A.+18
1	$ 51,979	$ 53,835	$ 55,690	$ 58,010	$ 60,097
2	$ 53,737	$ 55,592	$ 57,448	$ 59,987	$ 62,075
3	$ 55,495	$ 57,351	$ 59,206	$ 61,965	$ 64,053
4	$ 57,253	$ 59,108	$ 60,963	$ 63,943	$ 66,030
5	$ 59,229	$ 61,086	$ 62,941	$ 66,140	$ 68,227
6	$ 61,207	$ 63,063	$ 64,918	$ 68,337	$ 70,425
7	$ 63,184	$ 65,040	$ 66,896	$ 70,535	$ 72,622
8	$ 65,163	$ 67,018	$ 68,873	$ 72,732	$ 74,819
9	$ 67,360	$ 69,215	$ 71,071	$ 75,149	$ 77,236
10		$ 71,412	$ 73,268	$ 77,566	$ 79,653
11			$ 75,466	$ 79,982	$ 82,070
12			$ 77,663	$ 82,400	$ 84,487
13				$ 84,816	$ 86,904
14				$ 87,232	$ 89,320

Salary Schedule FY28

Year of Teaching	B.A.	B.A.+18	B.A.+36	M.A.	M.A.+18
1	$ 53,019	$ 54,911	$ 56,804	$ 59,171	$ 61,299
2	$ 54,811	$ 56,704	$ 58,597	$ 61,187	$ 63,317
3	$ 56,605	$ 58,498	$ 60,390	$ 63,204	$ 65,334
4	$ 58,398	$ 60,290	$ 62,183	$ 65,222	$ 67,350
5	$ 60,414	$ 62,307	$ 64,200	$ 67,463	$ 69,591
6	$ 62,431	$ 64,324	$ 66,216	$ 69,704	$ 71,833
7	$ 64,448	$ 66,341	$ 68,234	$ 71,946	$ 74,074
8	$ 66,466	$ 68,358	$ 70,251	$ 74,187	$ 76,315
9	$ 68,707	$ 70,599	$ 72,492	$ 76,651	$ 78,781
10		$ 72,840	$ 74,733	$ 79,117	$ 81,246
11			$ 76,975	$ 81,582	$ 83,712
12			$ 79,216	$ 84,048	$ 86,176
13				$ 86,512	$ 88,642
14				$ 88,977	$ 91,107

Salary Schedule FY29

Year of Teaching	B.A.	B.A.+18	B.A.+36	M.A.	M.A.+18
1	$ 54,079	$ 56,009	$ 57,940	$ 60,354	$ 62,525
2	$ 55,908	$ 57,838	$ 59,769	$ 62,411	$ 64,583
3	$ 57,737	$ 59,667	$ 61,598	$ 64,468	$ 66,641
4	$ 59,566	$ 61,496	$ 63,426	$ 66,526	$ 68,697
5	$ 61,622	$ 63,554	$ 65,484	$ 68,812	$ 70,983
6	$ 63,680	$ 65,610	$ 67,541	$ 71,098	$ 73,270
7	$ 65,737	$ 67,668	$ 69,598	$ 73,385	$ 75,556
8	$ 67,795	$ 69,726	$ 71,656	$ 75,670	$ 77,842
9	$ 70,081	$ 72,011	$ 73,942	$ 78,184	$ 80,357
10		$ 74,297	$ 76,228	$ 80,700	$ 82,871
11			$ 78,515	$ 83,214	$ 85,386
12			$ 80,800	$ 85,729	$ 87,900
13				$ 88,243	$ 90,415
14				$ 90,757	$ 92,929