

NEGOTIATED AGREEMENT

BETWEEN THE

LOWER KUSKOKWIM SCHOOL DISTRICT

and

LOWER KUSKOKWIM NEA
(representing the Classified Employees)

July 1, 2021 through June 30, 2024

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ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the definitions in this Article govern the construction of these Articles.

- A. Agreement: This document and the provisions contained therein setting forth terms and conditions of employment of the Association's bargaining unit. Those employees in the bargaining unit have been interchangeably referred to in this Agreement as employee, member, or bargaining unit member.
- B. Anniversary Date of Hire: The date of the first day of work performed by an employee in a permanent position.
- C. Compensatory Time (comp time): Leave granted for work performed in excess of forty (40) hours per week by an employee exempted from overtime by the Fair Labor Standards Act (29 U.S.C. Section 213) (FLSA).
- D. Full Monthly Pay Period: One calendar month during which an employee is on pay status for not less than fifteen (15) full work days.
- E. Full-Time Employee: An employee who works thirty (30) hours or more per week.
- F. Full Work Day: A day in which an employee works or is on approved paid leave (including time loss for Workers' Compensation) for the full number of hours as assigned by his/her supervisor and shown on the Position Control Register.
- G. Immediate Family: Mother, father, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, and sister-in-law.
- H. Part-time Employee: An employee who works less than thirty (30) hours per week.
- I. Pay Status: A day during which an employee works, is on paid leave, is on paid holiday, or is receiving time loss payments due to Workers' Compensation.
- J. Performance Evaluation: The periodic appraisal, in writing, on prescribed forms, of an employee's work performance.
- K. Permanent Employee: An employee, other than one who is in a temporary position, who occupies an authorized classified position.
- L. Position: A situation of employment in the District composed of specific duties and requiring full-time, part-time, or temporary service.

- M. Promotion: The change of an employee from a currently held position to a position with more responsibility and a higher salary range.
- N. Review Period: A period of sixty (60) work days with the exception of the days on unpaid leave.
- O. Salaried Employee: An employee who is exempted from overtime compensation by the Fair Labor Standards Act (29 U.S.C. Section 213) (FLSA).
- P. Seasonal Position: A permanent position established to meet recurring seasonal needs of less than two hundred twenty-five (225) days duration during any fiscal year where it is anticipated that the same employee will return to the position when needed.
- Q. Substitute Appointment: An appointment made to a position which is to be vacant for longer than six (6) months because of an authorized leave of absence.
- R. Supervisor: An employee duly authorized to direct the work of a subordinate employee.
- S. Temporary Employee: An employee who occupies a position established with an anticipated duration of less than six (6) months; at the end of the six month period the employee must be terminated. The employee will not be rehired after the six month period into the same position unless he/she is treated under this Agreement as if he/she was a permanent employee.
- T. Termination: The release from employment of a temporary or substitute employee upon completion of his/her term of service, or the need for his/her services; or the resignation, retirement, loss of layoff status, or dismissal of a permanent employee from an authorized position.
- U. Unapproved Leave Without Pay: Being absent from duty without authorization or approval of the immediate supervisor; suspensions from duty as a result of disciplinary actions shall be considered unapproved leave without pay.
- V. Year of Service: A fiscal year during which an employee is on pay status, or a combination of pay status and unpaid leave approved for an eligible employee under the state or federal Family Medical Leave Acts, for not less than one hundred forty (140) days for an employee hired prior to July 1, 1984; and a year from the anniversary date of hire during which an employee is on pay status, or a combination of pay status and unpaid leave approved for an eligible employee under the state or federal Family Medical Leave Acts, for not less than one hundred forty (140) days for an employee hired after July 1, 1984.

ARTICLE II
NEGOTIATIONS

A. Inauguration of Negotiations

1. Either the Board or the Association may inaugurate negotiations by giving written notice to the other on or before January 31 of the school year during which the agreement expires. Said notice shall be deemed to have been given when given in writing and delivered by certified mail or hand delivered from the Superintendent to the Association President or from the Association President to the Superintendent.
2. By February 15th, the parties shall exchange proposals. The proposals shall be limited to Article XIII and Article XVIII, and five (5) other items of their choosing. This exchange shall occur at a mutually agreed to time and place. By March 1st, the initial bargaining session shall take place.

B. Negotiation Ground Rules

1. The time and place of all negotiation sessions must be mutually agreed to by both parties.
2. In the course of each session, any tentatively agreed to items shall be described, dated, and initialed by the spokesperson from each team.
3. Any agreement reached through the aforementioned procedure shall be reduced to writing, and if ratified by the Board and the Association, shall be signed by the properly designated officers of the Board and of the Association. Both parties shall ratify or reject the agreement within ninety (90) days of the conclusion of negotiations.
4. The District and the Association shall, upon request, provide each with copies of any transcripts or written minutes, formal or informal, of the negotiating sessions. This does not require either party to present the other party with notes prepared for internal use in the development of the party's strategy. Acceptance of possession of such minutes and/or transcripts does not obligate either party to accept their accuracy.
5. The Board shall grant a maximum of twenty (20) person work days leave with pay for the combined Association negotiating team.

C. Impasse Resolution

1. Impasse resolution shall occur as provided in Alaska Statutes.

2. The expenses and fees of any mediator or advisory arbitrator shall be borne equally by the parties, unless borne by the State or agency conducting such service. The advisory arbitrator may be chosen by mutual agreement of the parties. If no mutually agreeable arbitrator is chosen, the procedures of the American Arbitration Association shall be used.

ARTICLE III

APPOINTMENT AND PROMOTION

A. Advertisement of Positions:

Should a bargaining unit position in Bethel become vacant, the position will be advertised In-District only for a period of seven (7) calendar days. In-District openings shall be open to permanent employees in the same position classification only. Should there be no qualified applicants from In-District, the position will be advertised both in and out of District. Under emergency conditions, temporary appointments to permanent positions may be made pending expiration of the advertisement period. If such temporary appointment is made, all applications received prior to expiration of the advertisement period shall be considered prior to making a permanent appointment. All vacant positions in villages shall be advertised for seven (7) calendar days in that village. Should there be no qualified applicants from that village, the position will be advertised both in and out of District. Bargaining unit members who wish to be considered for positions in Bethel that may become vacant shall file a request with the Personnel Department. Said request shall be kept on file for six (6) months. All advertisements for bargaining unit positions shall include as part of the salary range specification the following "As per the LKSD/LK-NEA Negotiated Agreement.

B. Promotion:

All other things being equal, a permanent employee shall be given preference over external candidates in filling a vacant bargaining unit position at his/her site if the position is at a higher range than that currently held by the employee. An employee who is promoted from one range to a higher range shall be placed on the new range at the first step thereafter which reflects at least a five percent (5%) increase from the wage earned in the employee's last position. An employee shall serve a sixty (60) work day review period in the new position for evaluation purposes only.

C. Approval:

Appointments and promotions are made by the Superintendent upon the recommendation of the immediate supervisor. All appointments and promotions shall be presented at the next regular Board meeting for approval.

D. Oath of Office:

An employee must take and subscribe to the Oath or Affirmation required by AS 39.05.045.

E. Temporary Appointments:

A qualified seasonal employee shall be given preference for temporary positions during seasonal layoff.

F. Review Period:

An employee, upon initial hire, shall be subject to a sixty (60) work day review period. During the review period the employee shall be placed on the "A" step of the salary schedule and shall not be able to use annual leave. At the end of the review period, the employee shall be evaluated and with an approved performance evaluation of "average" or better, or if no evaluation is received by the Personnel Office within five (5) working days following the end of the review period, shall be allowed to make use of accrued annual leave. An employee undergoing the review period may be dismissed at any time during that period at the discretion of the Superintendent or his/her designee for any cause deemed to be adequate. The employee shall be advised in writing of the reason for dismissal. *[Not retroactive: Effective when Agreement is ratified.]*

G. Discretionary Appointment:

The Superintendent may appoint an employee up to seven (7) steps above the "A" step if, in the judgment of the Superintendent, the employee's work experience, qualifications, and/or the District's need to justify advanced placement on the salary schedule.

If a new employee, the employee must serve a review period of sixty (60) work days at the appointed step. At the end of the review period, the employee shall not be advanced a salary step.

H. Change of Position:

When a bargaining unit member applies for and accepts a position at a lower or lateral range, the anniversary date and the step placement remain the same as the previous position.

I. Subbing for a Certified Teacher:

A classified employee may be entitled to \$50 a day stipend for subbing for a certified teacher (\$25/half a day). [*Not retroactive: Effective 7/1/22*]

J. Long-Term Subbing:

When a classified employee performs the duty/ies of an employee who is paid at a higher hourly/daily rate for a minimum of two weeks in addition to or as a substitution for their own work, that employee shall do so only voluntarily, and shall be paid at the higher rate for the duration.

Classified employees who long-term sub for certified teachers for a quarter or more shall be entitled to participate in relevant District or site-based professional development and in-service opportunities that would be available to the certified teacher for whom they are subbing.

Classified employees who long-term sub for certified teachers for a shorter amount of time shall be entitled to participate in site-based professional development and in-service opportunities that would be available to the certified teacher for whom they are subbing.

K. Long-Term Performance of Another PCN:

When a classified employee performs the duty/ies of an employee (classified or certified) who is paid at a higher hourly/daily rate for a minimum of two weeks in addition to or as a substitution of their own work, that employee shall be entitled to request a PCN review to their Supervisor and the Human Resources Office.

ARTICLE IV

LEAVES

An employee shall not be on any type of paid leave status, with the exception of holiday leave and approved sick leave, during his/her last day of employment with the District. There shall be no accrual of annual leave for overtime hours, for any monthly pay period during which an employee is absent without approved leave, or during any time that an employee is filling a temporary position.

A. Annual Leave Accrual:

1. An hourly permanent employee shall accrue annual leave at the rate of:
 - a. .046 hours for each hour on pay status during a monthly pay period in the case of an employee with less than two (2) years of service;
 - b. .069 hours for each hour on pay status during a monthly pay period in the case of an employee with two (2) but less than five (5) years of service;
 - c. .092 hours for each hour on pay status during a monthly pay period in the case of an employee with five (5) but less than ten (10) years of service;
 - d. .115 hours for each hour on pay status during a monthly pay period in the case of an employee with ten (10) years or more of service.
2. A permanent salaried classified employee shall accrue annual leave at the rate of:
 - a. 1.50 of one full work day for each full monthly pay period in the case of an employee with less than two (2) years of service;
 - b. 2.00 of one full work day for each full monthly pay period in the case of an employee with two (2) but less than five (5) years of service;
 - c. 2.50 of one full work day for each full monthly pay period in the case of an employee with five (5) but less than ten (10) years of service;
 - d. 3.00 of one full work day for each full monthly pay period in the case of an employee with ten (10) years or more of service.
3. Appropriate changes in the rate of accrual as provided above shall take effect on the first day of the first full monthly pay period following the anniversary date.

4. A seasonal employee shall have the option of carrying over up to four (4) days of annual leave to the next school year and will be paid off for the remaining accrued annual leave with the last regular paycheck. However, the use of annual leave in that next school year shall not exceed the number of annual leave days that the employee would have accrued in that school year pursuant to Paragraph A.1 or A.2 above. Paragraph B.1 below shall apply to the carry over days. Upon request of a seasonal employee made on or before December 31st, the employee may cash out all or part of annual leave accrued as of December 31st, with payment being made in the January paycheck.
5. A nonseasonal employee can cash out their accrued annual leave up to 10 days, once per year, received on the January paycheck.

B. Annual Leave Use:

1. Accrued annual leave may be used upon the approval of the supervisor. However, an employee who is in a review period shall not be entitled to use accrued annual leave. Furthermore, if an employee is terminated prior to completion of his/her review period, the employee shall not be entitled to be paid off for any accrued annual leave. Upon separation from the District, an employee who has completed his/her review period shall be paid in full for accrued annual leave. A bargaining unit employee shall carry over accrued annual leave when changes to his/her bargaining unit position occur as a result of promotion, reassignment, change of hours, and change of position, all within the bargaining unit.
2. For nonseasonal employees annual leave accrued but not used shall accumulate to a maximum of thirty-two (32) days on June 30 of any calendar year. Unused leave in excess of 20 days at the close of business on June 30 of any calendar year shall be cashed out.
3. The Payroll Department shall maintain a leave record for each employee; such record shall be subject to annual audit.

C. Sick Leave Accrual:

1. An employee, except as otherwise provided herein, shall accrue sick leave at the rate of .0616 hours for each hour on pay status during a monthly pay period. An employee exempt from overtime by the Fair Labor Standards Act (29 U.S.C. Section 213) shall accrue sick leave at the rate of 1-1/3 days per month for each full monthly pay period. Sick leave accrual from year to year shall be unlimited.

2. Unused accrued sick leave earned after July 1, 2003, will be paid off at 25 percent upon termination of employment if the employee has 11 or more years of service with the exception of year(s) in which the employee did not receive a step increase due to performance evaluation.

For purposes of this section, sick leave earned first shall be used first.

3. There shall be no accrual of sick leave for overtime hours, for any monthly pay period during which an employee is absent without approved leave, or during any time that an employee is filling a temporary position.
4. A false statement by an employee regarding sick leave shall be grounds for dismissal in accordance with Article IX.
5. A bargaining unit employee shall not lose accrued sick leave when changes to his/her bargaining unit position occur as a result of promotion, reassignment, change of hours, change of position, all within the bargaining unit. If an employee changes to a position at a lower range, the employee may opt to cash out the accrued 25% value of the sick leave if paragraph C.2. above applies.

D. Use of Sick Leave:

1. Sick Leave

Sick leave shall be utilized only for illness of the employee, or for illness in the employee's immediate family residing in the household, including for a medical or dental appointment, when such an appointment is kept in connection with an actual illness or injury or when the employee has informed his/her supervisor 24 hours in advance of an appointment, except that one day of sick leave can be utilized for purposes of acquiring a physical examination required for employment. For purposes of this paragraph "immediate family" shall be defined as the employee's child, spouse, parent, and those individuals in an exclusive, financially interdependent, spousal equivalent, relationship with the employee. The term "child" includes the employee's biological, adopted, or foster child, stepchild, or legal ward, and the employee's minor children not residing in the employee's household.

2. Emergency Leave

The Board agrees to grant for a maximum of seven (7) days leave chargeable to sick leave for death or serious illness in the immediate family per occurrence. An additional two (2) days for leave travel purposes shall be granted to village employees.

3. Verification

The District may, at any time, require an employee to provide a health provider's statement verifying the employee's use of sick leave.

4. In order to be eligible for sick leave, an employee must notify his/her supervisor, or if the supervisor is not available, a person designated by the supervisor in advance. Except in emergency situations, an employee shall notify his/her supervisor, or if the supervisor is not available, a person designated by the supervisor by the start of the employee's workday that he/she will be absent due to illness. Further, except in emergency situations, an associate teacher or cook shall notify his/her supervisor, or if the supervisor is not available, a person designated by the supervisor 30 minutes before the beginning of his/her work day. If an employee does not notify his/her supervisor within the time limit set above, leave may be charged to unapproved leave without pay.

E. Payment (Alaska Workers' Compensation):

An employee utilizing accrued sick or annual leave while eligible for Workers' Compensation benefits, shall be paid for such time at his/her current salary, less the amount of any time loss payments made to him/her under the Alaska Workers' Compensation Act. Workers' Compensation leave shall be supported by written documents to include, but not be limited to, photo copies of all time loss payments.

F. Maternity Leave:

1. A female employee is entitled to take a total of sixty (60) work days leave of absence immediately preceding and following childbirth. This leave shall be charged first to sick leave, and if that is not sufficient, then to annual leave, then to approved leave without pay. The Alaska and Federal Family Leave Acts may also provide benefits to employees who meet the eligibility requirements set forth in those Acts.
2. An employee who fails to return within the prescribed time limit shall be presumed to have resigned unless she had applied for, and had been granted, approved leave for an additional period.

G. Paternity Leave:

An employee shall be granted, upon request, five (5) days leave to be with his partner near the time of delivery. This leave shall be charged first to sick leave, then to annual leave, and then to approved leave without pay.

H. Court Leave:

1. An employee, except a temporary employee, who is called to serve as a juror or is subpoenaed as a witness by a court of competent jurisdiction in the employee's place of residence, shall be entitled to Court Leave. Court Leave does not apply to an employee who must attend court as a party to the litigation. All compensation, including reimbursable items, earned while on court leave shall be retained by the employee.
2. Court leave shall be supported by written documents such as a subpoena, marshal's statement of attendance, statement of compensation for services, and/or per diem and travel.

I. Military Leave:

1. An employee who is a member of reserve component of the U.S. Armed Forces or Alaska National Guard is entitled to a leave of absence without loss of pay, time or efficiency rating, on all days during which he/she is ordered to training duty (as distinguished from active duty) with troops, or a field exercise, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one-half (16-1/2) working days in any one calendar year. The employee's supervisor must be notified within twenty-four (24) hours of receipt of orders.
2. Any salary or stipend earned by the employee from the U.S. Armed Forces or Alaska National Guard during the leave of absence shall be paid by the employee to the District. Payment of any salary or stipend received by the employee from the U.S. Armed Forces or Alaska National Guard shall be made immediately upon return from the military leave or immediately after receipt of said salary or stipend if receipt follows the leave. The amount due the District will be verified by a copy of the check or payment voucher.

As an option to payment of any salary or stipend received from the U.S. armed Forces or Alaska National Guard to the District, the employee may elect to use any accumulated annual leave or if that is exhausted, take approved leave without pay. Either of the options must be selected at the time of request for military leave.

3. Reemployment rights for an employee who enlists or who is called to active duty shall be in accordance with 38 U.S.C. Section 2024. Questions regarding such rights shall be directed to the nearest Office of Veterans Reemployment Rights, Department of Labor.

J. Travel Delay:

When an employee on District authorized business is delayed by transportation difficulties beyond his/her control, time absent from work will be charged to Administrative Leave.

K. Approved Leave Without Pay:

1. An employee may be granted approved leave without pay, not to exceed a total of ten (10) working days, or the equivalent cumulative hours based upon the regular PCN hours as documented on the timesheet, in any fiscal year, for any compelling reason, at the discretion of the supervisor. Approved leave without pay shall not be requested or granted until such time as all accrued annual leave has been exhausted.
2. An employee may be allowed to be absent from duty without pay in excess of ten (10) working days on the basis of his/her application for approved leave without pay being approved by the Superintendent under the following conditions:
 - a. Such leave may be granted only when it will not result in undue prejudice to the interests of the District beyond any benefits to be realized. No such leave may exceed twelve (12) months.
3. While on approved leave without pay in excess of ten (10) days, the employee shall not be entitled to fringe benefits such as health/accident insurance, retirement, social security, Workers' Compensation, etc.
4. A temporary employee and an employee with less than six months service shall not be eligible for approved leave without pay except in emergency situations and with the written approval of the supervisor.

L. Cancellation of Approved Leave Without Pay:

The Superintendent may cancel approved leave without pay at any time upon prior written notice to the employee specifying a reasonable date of termination of the leave should the Superintendent find the employee is using the leave for purposes other than those specified at the time the leave was approved. Failure of the employee to report to duty on the specified day or at the end of the leave of absence shall constitute the employee's resignation from the District, unless the employee demonstrates that unforeseen circumstances beyond the employee's control prevented the employee from reporting to duty.

ARTICLE V

SICK LEAVE BANK

A. Establishment

1. The Board shall establish a sick leave bank for all members of the bargaining unit. Each member shall be assessed one day of non-refundable sick leave.
2. In the event that the bank balance falls below one hundred (100) days during the school year, each member shall be assessed an additional non-refundable day up to a maximum of two days per member in any given school year.
3. For purposes of this article, sick leave earned before January 1, 1987 shall not be assessed.

B. Use

1. Sick leave days may be withdrawn from the bank only for the member's illness or injury.
2. A request to the Superintendent for withdrawal of sick leave days must be accompanied by a physician's written endorsement, or one by a village health aide made after documented consultation with a physician.
3. The first twelve (12) consecutive days of illness or injury will not be covered by the bank. A member will not be able to withdraw days from the bank until all of his/her paid leave is depleted.
4. A member may not draw more than two (2) times the number of days of sick leave than the member has accumulated as of the preceding July 1st.
5. The District will make available to the Association upon request, the number of sick leave bank days used for a specified period of time during the current year and the bank balance.

ARTICLE VI

EMPLOYMENT RECORDS

A. Public Records:

Except for examination materials, performance evaluations, personal history, or other confidential materials so designated by the Superintendent, an employee record shall be open to the public. Such records shall be available for inspection in the presence of authorized personnel by the public during regular hours in accordance with such procedures as the Superintendent may establish.

B. Confidential Records:

There shall be only one official personnel file (201) in the District. Examination materials, performance evaluations, personal histories, and other confidential materials so designated shall be kept in an employee's personnel (201) file. Prior to the inclusion of any materials in an employee's personnel (201) file that might be construed as derogatory, evidence that the employee received a copy of the materials is required. An employee has the right to have included in his/her personnel (201) file, a rebuttal of any derogatory materials placed in the file. Information entered in a 201 file, which is later proven through the grievance procedure to be false, shall be removed. An employee, or his/her authorized representative, shall be allowed to examine the contents of his/her personnel (201) file during regular office hours in accordance with such procedures as the Superintendent may establish.

C. Time Sheets

Members shall receive copies of their time sheets at or about the time members receive their paychecks. When any changes are made to the employee's timesheet, the employee will be made aware of the change. Supervisors shall explain to the employee the reason for the change. Disputes shall be settled through the grievance process.

ARTICLE VII

HOURS OF WORK

A. Scheduled Hours of Work:

Each director, manager, or site administrator, with the prior approval of the Superintendent, shall establish the scheduled hours of work for employees under his/her supervision. Such hours shall, as far as practicable, be uniform for employees in the same unit assigned to perform the same duties.

B. Work Day for an Employee working Eight (8) Hours a Day:

The normal work day shall be established by the P.C.N. For a work day consisting of eight (8) hours exclusive of a duty free lunch period, the non-compensated duty free lunch period shall not be less than thirty (30) minutes long.

Such an employee shall also be entitled to a fifteen (15) minute break approximately midway of the first half of the work day and another approximately midway of the second half of the work day.

C. Work Day for an Employee Working Less than Eight (8) Hours a Day:

An employee who works less than eight (8) hours a day is entitled to at least a thirty (30) minute duty free lunch period (if the employee is on duty during the hours of 11:00 a.m. to 1:00 p.m.) for which he/she is not compensated.

An employee is entitled to a fifteen (15) minute break during each three and one-half (3 1/2) hour period he/she is on duty before or after lunch. An employee is not entitled to a fifteen (15) minute break if he/she works less than three and one-half (3 1/2) consecutive hours.

D. Normal Work Week:

The normal work week shall consist of five (5) work days between Sunday midnight and the following Sunday midnight.

E. Overtime:

All hours of work performed by an employee which fall between any Sunday midnight and the following Sunday midnight, whether scheduled or not, shall be included in the same work week.

Hours worked in excess of forty (40) hours per week by an employee who is eligible shall be considered overtime hours for compensation purposes. Holidays shall be counted as work days in the above sentence. All leave days excluding

sick leave, court leave, and military leave shall not count. An employee shall be eligible for overtime compensation, unless his/her position is specifically exempted by the Fair Labor Standards Act (29 U.S.C. Section 213).

An employee called back for work after having been off duty for two (2) hours shall be guaranteed a minimum of two (2) hours pay, whether or not the employee actually works two (2) hours.

F. Compensatory Time:

An employee exempted from overtime compensation by the Fair Labor Standards Act (29 U.S.C.) may be eligible for compensatory time. Compensatory time shall not exceed one hour for each hour worked at the direction of the supervisor.

G. Flex Time:

Each supervisor may, with the approval of the Superintendent, schedule "flex time" hours of employment within the normal work week for an employee to meet the individual needs of the employee or needs of the department/site. No employee will be on flex time during a week that contains a paid holiday.

H. PCN/Decrease in Hours:

An employee must be given a copy of all PCNs. If a PCN decreases hours, the effective date of the decrease cannot be less than five (5) calendar days following the employee's receipt of the PCN which decreases hours.

At the employee's request, the director, manager, or site administrator shall meet with the employee to discuss the reasons for the decrease. The reasons shall be put in writing and a copy given to the employee. Such a decrease shall not be arbitrary or capricious.

I. Employee In-Service Training:

Employees attending District required training shall be paid their hourly rate for all hours the employee is required to be in attendance.

ARTICLE VIII

HOLIDAYS

A. Holidays:

An employee, except a temporary employee, shall be granted the following paid holidays:

Independence Day,
Labor Day,
Thanksgiving Day,
the day after Thanksgiving Day,
the day before Christmas day,
Christmas Day,
the day before New Year's Day,
New Year's Day,
Traditional Chief's Day and
Memorial Day.

B. Floating Holidays

Each Advisory School Board shall set the date for Traditional Chief's Day when it establishes the site school calendar. If an Advisory School Board does not want "the day before Christmas day" and/or "the day before New Year's Day," to be paid holidays on those actual days, the Advisory School Board shall set the date for "the day before Christmas day" and/or "the day before New Year's Day" holiday when it establishes the site school year calendar. For District Office employees, the Superintendent shall act as the Advisory School Board for the purpose of setting the date for Traditional Chief's Day. Such date shall be established by the Superintendent prior to May 1.

C. Holidays on Scheduled Days Off:

When a holiday falls on a Saturday, the preceding normal work day shall be designated the holiday. When a holiday falls on a Sunday, the following normal work day shall be designated the holiday.

D. Work on Holidays:

If a permanent employee is required to work on a holiday, he/she shall be compensated at the regular rate for the normal working day; in addition, he/she shall be compensated at the overtime rate for the actual hours worked.

E. Eligibility:

In order to be eligible for holiday pay, an employee shall be required to be on pay status the work day preceding and the work day following the holiday, except during periods when schools/offices are closed; i.e. Christmas.

ARTICLE IX

DISCIPLINE, RESIGNATION AND TERMINATION

A. Resignation:

A member may resign from the District by presenting his/her resignation in writing to his/her supervisor. A member in Salary Range 0-10* shall not be considered to have resigned in good standing if he/she fails to give the supervisor at least fourteen (14) calendar days written notice. A member in Salary Range 11-21 shall not be considered to have resigned in good standing if he/she fails to give the supervisor at least thirty (30) calendar days written notice.

A resignation shall become final when the resignation form is signed by the Superintendent (or his/her designee).

A resignation shall become effective at the close of business on the last normal working day preceding the member's requested date of resignation.

A resignation may be withdrawn only upon the written request of the member and written assent of the Superintendent.

A copy of such resignation shall be placed in the member's personnel file and shall be supplied by the supervisor to the Superintendent. The Superintendent may make such investigation as he/she deems warranted for the purpose of verifying the facts as to the reasons for each resignation.

B. Suspension:

Prior to a suspension without pay for delinquency or misconduct, the Superintendent (or his/her designee) shall meet with the member. The member is entitled to have an Association representative present. The right to have an Association representative present shall be waived if the Association representative is not available within a reasonable period of time. At the meeting, the Superintendent (or his/her designee) shall then give the member a reasonable opportunity to present his/her side of the story and to respond to the charges.

If the Superintendent (or his/her designee) proceeds with the suspension, a written notice of the reasons for the suspension shall be provided to the member and a copy placed in the member's personnel file.

C. Discipline:

No member will be disciplined without just cause.

At any disciplinary meeting or investigatory interview, the member is entitled to have an Association representative present. The right to have an Association representative present shall be waived if the Association representative is not available within a reasonable period of time.

At a disciplinary meeting or an investigatory interview, the Supervisor (or his or her designee) shall then give the member written notice of the charges against him/her and an explanation of the evidence in support of those charges. The supervisor (or his or her designee) shall then give the member a reasonable opportunity to present his or her side of the story and to respond to the charges.

The written notice of any discipline beyond a verbal warning or reprimand shall be provided to the member and a copy placed in the member's personnel file. Information placed in an employee's personnel file in support of the employee's discipline shall be removed if proven false through the grievance process and the discipline is not upheld.

D. Dismissal:

A member may be dismissed for just cause. Prior to a dismissal, the Superintendent (or his/her designee) shall meet with the member. The member is entitled to have an Association representative present. The right to have an Association representative present shall be waived if the Association representative is not available within a reasonable period of time.

At the meeting, the Superintendent (or his/her designee) shall give the member written notice of the charges against him/her and an explanation of the evidence in support of those charges. The Superintendent (or his/her designee) shall then give the member a reasonable opportunity to present his/her side of the story and to respond to the charges. The written notice of dismissal shall be provided to the member and a copy placed in the member's personnel file. Information placed in an employee's personnel file in support of the employee's dismissal shall be removed if proven false through the grievance process and the dismissal is not upheld.

At the discretion of the Superintendent, a member may be allowed to resign in lieu of being dismissed.

E. Demotion:

The Superintendent may demote a member for just cause. Prior to demotion, the Superintendent (or his/her designee) shall meet with the member. The member is entitled to have an Association representative present. The right to have an Association representative present shall be waived if the Association representative is not available within a reasonable period of time.

At the meeting, the Superintendent (or his/her designee) shall give the member written notice of the charges against him/her and an explanation of the evidence in support of those charges. The Superintendent (or his/her designee) shall then give the member a reasonable opportunity to present his/her side of the story and to respond to the charges.

The written notice of demotion shall be provided to the member and a copy placed in the member's personnel file. Information placed in an employee's personnel file in support of the employee's demotion shall be removed if proven false through the grievance process and the demotion is not upheld.

F. Abandonment of Position:

A member who has been absent without approved leave for three (3) consecutive work days or five (5) days, or the equivalent cumulative hours based upon the PCN hours as documented on a timesheet, in any one fiscal year shall be considered to have abandoned his/her position and shall be automatically terminated.

ARTICLE X

LAY OFF AND RECALL

- A. The Superintendent (or his/her designee) may lay off any bargaining unit member by reason of elimination of position, shortage of work or shortage of funds. The name of such a bargaining unit member shall remain on a lay off list for a period of one calendar year. Bargaining unit members on lay off status shall retain, but not utilize, accrued sick leave and shall be paid off for any accrued annual leave. Bargaining unit members on lay off status may not withdraw their PERS contributions.
- B. A bargaining unit member shall not be laid off while there are temporary employees, or bargaining unit members undergoing a review period, serving in the same position classification at the same site. For purposes of this Article, Bethel shall be considered one site.
- C. The order of lay off shall be by position classification at the same site, based upon seniority and personnel (201) file documented performance as determined by the Superintendent. Such determination shall not be arbitrary or capricious.
- D. Seniority shall be determined by the bargaining unit member's total uninterrupted service in the bargaining unit. Uninterrupted service shall mean continuous service in years, months, and days.

Leaves without pay and summer vacation periods of nine and ten month bargaining unit members do not constitute a break in service.

- E. In case of lay off, the Superintendent shall give at least thirty (30) calendar days written notice to the bargaining unit member stating the reasons therefore, with the exception of the Intensive Needs Aide I and II, who shall be provided seven (7) calendar days written notice. A copy of the notice will be placed in the member's personnel file.
- F. A bargaining unit member on the lay off list shall be offered reappointment to position classification openings for which qualified, based upon seniority and personnel (201) file documented performance as determined by the Superintendent. Such determination shall not be arbitrary or capricious. The offer of reappointment shall be in writing and mailed/delivered to the member's last known address.

If the bargaining unit member does not accept such reappointment within one week of receipt of the offer, the offer becomes void. If the bargaining unit member does not accept a second offer of reappointment within one week of receipt of the offer, the bargaining unit member will be removed from the lay off list and shall be considered terminated without prejudice.

Unless reappointed, at the expiration of the one year lay off period, the bargaining unit member shall be considered terminated without prejudice.

- G. If, after determining the order of lay off, a bargaining unit member has been placed in a position classification at the same site with a lower range, the member shall be paid at the lower range, but shall be placed at a step based upon the total number of step increases received by the member in bargaining unit positions during the member's most recent continuous employment (not to exceed the highest salary schedule step).
- H. If, after determining the order of lay off, a bargaining unit member has been placed in a position classification at the same site with a higher range, the member shall be paid at the higher range and shall be placed at the step required by the provision on promotion. The member shall serve a sixty work day review period for evaluation purposes only.
- I. If a bargaining unit member is recalled to a position classification at the same site with a lower range, the member shall be paid at the lower range, but shall be placed at a step based upon the total number of step increases received by the member in bargaining unit positions during the member's most recent continuous employment (not to exceed the highest salary schedule step).
- J. If a bargaining unit member is recalled to a position classification at the same site with a higher range, the member shall be paid at the higher range and shall be placed at the step required by the provision on promotion. The member shall serve a sixty work day review period for evaluation purposes only.
- K. An employee on lay-off status who applies for and accepts a permanent position in a different classification is removed from the lay-off list.

ARTICLE XI
POSITION CLASSIFICATION FOR
PURPOSES OF LAYOFF AND RECALL

A. Position Classification #1

Associate Teacher III
Associate Teacher IV
Associate Teacher V
Library Aide
Library Aide II
Permanent Substitute Teacher
Reading Program Tutor
Teacher Aide III
Title I/Migrant Education Outreach Aide II

B. Position Classification #2

Assistant Social Worker
Assistant Social Worker (Bachelor's Degree)
Community Volunteer Coordinator
Social Worker I
Social Worker II
School Community Advocate

C. Position Classification #3

Cook
Food Service Helper
Kitchen Manager I
Kitchen Manager II

D. Position Classification #4

Food Service Manager
Food Service Specialist
Food Service Technician

E. Position Classification #5

Custodian
Facility Worker (Plant Facilities/Supply)
Lead Custodian
Lead Warehouse Person
Warehouse Person

F. Position Classification #6

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Clerk
Clerk Typist
Purchasing Agent
Secretary I
Secretary II
Site Administrative Secretary

G. Position Classification #7

Accountant
Accounts Payable Supervisor
Payroll & Accounting Manager
Payroll/Benefits Supervisor
Staff Accountant
Systems Analyst – Applications System
Systems Analyst – E-Mail Networking
Systems Analyst – Web Page

H. Position Classification #8

Employee Benefits Technician
Personnel Supervisor
Personnel Technician
Student Records Technician
Registrar I
Registrar II

I. Position Classification #9

Interpreter for the Deaf w/o DOE waiver
Interpreter for the Deaf with Educational Interpreter
Performance Assessment (EIPA) Score of 4.0 or Better
Nurse (BSN or Practitioner)
Nurse (LPN)
Nurse (RN)

J. Position Classification #10

Contracts Administrator
Preventative Maintenance Program Supervisor
Regulatory Compliance Officer

Work Order Scheduler

K. Position Classification #11

District Safety Coordinator
School Safety Officer

L. Position Classification #12

Assistant Maintenance Mechanic
Carpenter
Diesel Maintenance Specialist
Electrical Administrator
Electrical Specialist (Plant Facilities)
Electrician
Heating and Control Systems Specialist
Lead Carpenter
Maintenance Mechanic I
Maintenance Mechanic II
Plumber/Utilities Specialist
Remote Water System Supervisor

M. Position Classification #13

Artists/Educational Materials Developer
Assistant Graphic Artist
Graphic Artist
Graphic Supervisor
Materials Developer I
Materials Developer II
Media Technician (Graphics)

N. Position Classification #14

Student Activities and Travel Technician
Staff Development Specialist I
Translator/Yup'ik Literacy Trainer
Yup'ik First Language Associate Specialist
Yup'ik Studies Specialist

O. Position Classification #15

Media Technician (Production)
Media/Library Technician
Technology Assisted Instruction Specialist

P. Position Classification #16
Speech/Language Associate Teacher III
Intensive Needs Aide I
Intensive Needs Aide II

Q. Position Classification #17
Early Childhood Home Visitor I
Early Childhood Home Visitor II
Early Childhood Site Leader
Early Childhood Site Leader II
Preschool Leader I
Preschool Leader II
Daycare Aide
Daycare Supervisor
Preschool Aide I
Preschool Aide II

R. Position Classification #18
Program Leader
Time Out Room Student Supervisor

S. Position Classification #19
Capital Projects/Major Maintenance Construction Inspector
Capital Projects/Major Maintenance Project Manager I
Capital Projects/Major Maintenance Project Manager II

T. Position Classification #20
Computer Laboratory Supervisor
Site Technology Specialist I
Site Technology Specialist II
Site Technology Specialist III

U. Position Classification #21
Non-Instructional Aide
Recreation/Academic Aide

V. Unclassified Positions #22
All positions not listed above will be unclassified

ARTICLE XII

PERFORMANCE EVALUATIONS

- A. No later than the end of the sixty (60) workday review period of employment, a member shall receive a written performance evaluation on a form prescribed by the Superintendent. A member not evaluated within five (5) work days of the completion of the sixty (60) work day review period shall receive health, accident and life insurance benefits if eligible.

A member hired prior to July 1, 1984, shall be evaluated at the end of the school year, and an employee hired after July 1, 1984, shall be evaluated annually within five (5) work days of his/her anniversary date. The District shall notify the Supervisor and employee of the annual performance evaluation thirty (30) days prior to the anniversary date.

If a member is promoted, the promotion date becomes the anniversary date for annual evaluation purposes. Additional evaluations may be done at any time to document the need for improvement.

- B. Each evaluation shall be discussed with the member. The member shall have the right to place written comments on the evaluation form and shall receive a copy of the evaluation. Each member is required to sign the document, which only verifies that he/she has seen it.

Each evaluation shall be reviewed by the Superintendent (or his/her designee) and placed in the member's personnel (201) file, at which time another copy will be provided to the member.

ARTICLE XIII
COMPENSATION

RANGES:

Range 0	
Range 1	
Range 2	
Range 3	
Range 4	Clerk Food Service Helper Library Aide I Non-Instructional Aide Preschool Aide I
Range 5	
Range 6	Clerk Typist Custodian Daycare Aide Early Childhood Home Visitor I Facility Worker (Plant Facilities/Supply) Preschool Aide II
Range 7	Cook Lead Custodian
Range 8	Early Childhood Home Visitor II Kitchen Manager I Library Aide II Recreation/Academic Aide Teacher Aide III Title 1/Migrant Education Outreach Aide II Intensive Needs Aide I
Range 9	Accounting Clerk I Assistant Maintenance Mechanic Early Childhood Site Leader School/Community Advocate Secretary I
Range 10	Community Volunteer Coordinator Early Childhood Site Leader II Permanent Substitute Teacher Reading Program Tutor Secretary II

	Site Technology Specialist I Warehouse Person Intensive Needs Aide II
Range 11	Accounting Clerk II Preschool Leader I
Range 12	Assistant Graphic Artist Daycare Supervisor Kitchen Manager II Lead Warehouse Person Materials Developer I Program Leader Speech/Language Associate Teacher III
Range 12*	Associate Teacher III
Range 13	Accounting Clerk III Residence Hall Manager Site Administrative Secretary Site Technology Specialist II Associate Teacher IV
Range 14	Accounts Payable Supervisor Assistant Social Worker Carpenter Computer Laboratory Supervisor Electrician Employee Benefits Technician Food Service Technician Interpreter for the Deaf w/o DOE waiver Maintenance Mechanic I Materials Developer II Media Technician (Graphics) Media Technician (Production) Nurse (LPN) Personnel Technician Preschool Leader II Purchasing Agent School Safety Officer Student Activities and Travel Technician Student Records Technician Staff Development Specialist I Time Out Room Student Supervisor Work Based Learning Instructor/Supervisor Yup'ik First Language Associate Specialist

Range 15	Associate Teacher V
Range 16	Assistant Social Worker (Bachelor's Degree) Nurse (RN) Personnel Supervisor Site Technology Specialist III Staff Accountant Work Order Scheduler
Range 17	Artist/Educational Materials Developer Food Service Specialist Grant Manager Graphic Artist Maintenance Mechanic II Media/Library Technician Payroll/Benefits Supervisor Registrar I Translator/Yup'ik Literacy Trainer
Range 18	Interpreter for the Deaf with Educational Interpreter Performance Assessment (EIPA) Score of 4.0 or Better Registrar II Social Worker I Technology/Assisted Instruction Specialist
Range 19	Accountant Capital Projects/Major Maintenance Construction Inspector Diesel Maintenance Specialist Electrical Specialist (Plant Facilities) Food Service Manager Graphic Supervisor Heating and Controls Systems Specialist Lead Carpenter Nurse (BSN or Practitioner) Plumber/Utilities Specialist Preventative Maintenance Program Supervisor Regulatory Compliance Officer Remote Water System Supervisor Yup'ik Studies Specialist
Range 20	Capital Projects/Major Maintenance Project Manager I Contracts Administrator Electrical Administrator Social Worker II Systems Analyst: Applications Systems

Systems Analyst: E-Mail Networking
Systems Analyst: Web Page

Range 21 Capital Projects/Major Maintenance Project Manager II
District Safety Coordinator
Payroll & Accounting Manager

Range Changes

Range placement or change of placement, will be determined by the Superintendent based upon position specifications. Teacher Aides and Associate Teachers who meet the credit requirements shall, upon submission of official transcripts to the personnel office, be promoted to the next higher position, effective the first day of the next full pay period.

Merit Step Increases

An employee is entitled to a performance evaluation for each consecutive year of service with the District. Performance evaluations shall be conducted within 30 days prior to the anniversary date of the employee. A merit increase of one step on the employee's range will be granted so long as the final approved performance evaluation for the consecutive year of service is "Good" or "Superior," or if said evaluation is not received by the Personnel Office within 5 days of the anniversary date. This step increase will take effect to the first full pay period following the anniversary date.

Pay Advances

Pay is issued in standard once monthly pay installments. Employees may opt in for twice monthly pay installments by making a request to the Payroll Department by September 1st, or within 30 days of the start of their employment, whichever comes first. If twice monthly pay is selected, an installment of up to \$1,000.00 will be paid on the 1st of each month, with remaining pay being issued on the next regular pay day.

Upon request of a bargaining unit member, the Superintendent or his/her designee, may grant pay advances.

Annuity Deductions

The current business/payroll office practice in effect for certificated employees shall apply to bargaining unit members.

Utilities Allowance

Classified employees who are eligible for benefits under Article XIII (regularly assigned work of thirty (30) or more hours per week), living in non-LKSD housing, will receive a

\$100/month utilities allowance. Seasonal employees who return to work as scheduled in August will receive their June, July, and August utility allowance payments under this section in their September paycheck.

Salary Schedule 2021-2022

	P	A	B	C	D	E	F	G	H	I	J	K
0	9.53	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98	9.98
1	14.58	14.99	15.71	16.36	17.07	17.84	18.68	19.54	20.46	21.37	22.34	23.39
2	15.49	15.94	16.68	17.38	18.14	18.92	19.76	20.68	21.55	22.57	23.65	24.70
3	16.40	16.89	17.56	18.36	19.16	20.00	20.86	21.82	22.74	23.76	24.85	26.00
4	17.37	17.82	18.56	19.33	20.18	21.04	21.99	22.94	23.95	25.00	26.12	27.36
5	18.29	18.74	19.54	20.33	21.22	22.09	23.07	24.05	25.09	26.19	27.38	28.59
6	19.18	19.65	20.48	21.32	22.25	23.14	24.14	25.20	26.27	27.40	28.59	29.76
7	20.11	20.58	21.43	22.28	23.22	24.16	25.20	26.22	27.37	28.56	29.68	30.89
8	21.03	21.49	22.38	23.26	24.22	25.21	26.22	27.36	28.50	29.62	30.80	32.02
9	21.96	22.45	23.31	24.23	25.21	26.19	27.29	28.38	29.52	30.65	31.85	33.12
10	22.90	23.32	24.26	25.21	26.15	27.22	28.28	29.36	30.55	31.74	32.95	34.21
10*	23.36	23.80	24.75	25.69	26.70	27.76	28.85	29.98	31.16	32.37	33.61	34.91
11	24.04	24.46	25.45	26.40	27.41	28.55	29.54	30.65	31.81	33.00	34.24	35.57
12	25.40	25.88	26.86	27.86	28.90	29.98	31.03	32.19	33.38	34.57	35.91	37.30
12*	25.95	26.38	27.41	28.41	29.50	30.57	31.69	32.84	34.07	35.29	36.62	38.03
13	26.55	27.24	28.23	29.24	30.30	31.36	32.48	33.66	34.88	36.17	37.50	38.89
14	27.92	28.60	29.56	30.62	31.66	32.80	34.00	35.16	36.41	37.71	39.07	40.51
15	29.22	29.87	30.87	31.96	33.02	34.18	35.38	36.58	37.86	39.23	40.63	42.12
16	30.64	31.39	32.43	33.57	34.69	35.87	37.11	38.38	39.69	41.05	42.47	43.95
17	32.12	32.88	34.00	35.09	36.24	37.40	38.72	40.00	41.34	42.73	44.21	45.71
18	33.71	34.56	35.73	36.89	38.09	39.33	40.64	41.94	43.36	44.79	46.26	47.86
19	34.21	35.23	36.33	37.48	38.65	39.90	41.18	42.50	43.88	45.28	46.76	48.26
20	37.83	38.92	39.93	41.35	42.69	43.99	45.37	46.80	48.29	49.86	51.46	53.08
21	40.00	41.16	42.22	43.76	45.12	46.56	48.00	49.51	51.07	52.71	54.44	56.16

Salary Schedule 2022-2023

	P	A	B	C	D	E	F	G	H	I	J	K
0	9.82	10.28	10.28	10.28	10.28	10.28	10.28	10.28	10.28	10.28	10.28	10.28
1	15.02	15.44	16.18	16.85	17.58	18.38	19.24	20.13	21.07	22.01	23.01	24.09
2	15.95	16.42	17.18	17.90	18.68	19.49	20.35	21.30	22.20	23.25	24.36	25.44
3	16.89	17.40	18.09	18.91	19.73	20.60	21.49	22.47	23.42	24.47	25.60	26.78
4	17.89	18.35	19.12	19.91	20.79	21.67	22.65	23.63	24.67	25.75	26.90	28.18
5	18.84	19.30	20.13	20.94	21.86	22.75	23.76	24.77	25.84	26.98	28.20	29.45
6	19.76	20.24	21.09	21.96	22.92	23.83	24.86	25.96	27.06	28.22	29.45	30.65
7	20.71	21.20	22.07	22.95	23.92	24.88	25.96	27.01	28.19	29.42	30.57	31.82
8	21.66	22.13	23.05	23.96	24.95	25.97	27.01	28.18	29.36	30.51	31.72	32.98
9	22.62	23.12	24.01	24.96	25.97	26.98	28.11	29.23	30.41	31.57	32.81	34.11
10	23.59	24.02	24.99	25.97	26.93	28.04	29.13	30.24	31.47	32.69	33.94	35.24
10*	24.06	24.51	25.49	26.46	27.50	28.59	29.72	30.88	32.09	33.34	34.62	35.96
11	24.76	25.19	26.21	27.19	28.23	29.41	30.43	31.57	32.76	33.99	35.27	36.64
12	26.16	26.66	27.67	28.70	29.77	30.88	31.96	33.16	34.38	35.61	36.99	38.42
12*	26.73	27.17	28.23	29.26	30.39	31.49	32.64	33.83	35.09	36.35	37.72	39.17
13	27.35	28.06	29.08	30.12	31.21	32.30	33.45	34.67	35.93	37.26	38.63	40.06
14	28.76	29.46	30.45	31.54	32.61	33.78	35.02	36.21	37.50	38.84	40.24	41.73
15	30.10	30.77	31.80	32.92	34.01	35.21	36.44	37.68	39.00	40.41	41.85	43.38
16	31.56	32.33	33.40	34.58	35.73	36.95	38.22	39.53	40.88	42.28	43.74	45.27
17	33.08	33.87	35.02	36.14	37.33	38.52	39.88	41.20	42.58	44.01	45.54	47.08
18	34.72	35.60	36.80	38.00	39.23	40.51	41.86	43.20	44.66	46.13	47.65	49.30
19	35.24	36.29	37.42	38.60	39.81	41.10	42.42	43.78	45.20	46.64	48.16	49.71
20	38.96	40.09	41.13	42.59	43.97	45.31	46.73	48.20	49.74	51.36	53.00	54.67
21	41.20	42.39	43.49	45.07	46.47	47.96	49.44	51.00	52.60	54.29	56.07	57.84

Salary Schedule 2023-2024

	P	A	B	C	D	E	F	G	H	I	J	K
0	9.91	10.38	10.38	10.38	10.38	10.38	10.38	10.38	10.38	10.38	10.38	10.38
1	15.17	15.59	16.34	17.02	17.76	18.56	19.43	20.33	21.28	22.23	23.24	24.33
2	16.11	16.58	17.35	18.08	18.87	19.68	20.56	21.51	22.42	23.48	24.60	25.70
3	17.06	17.57	18.27	19.10	19.93	20.81	21.70	22.70	23.66	24.72	25.85	27.05
4	18.07	18.54	19.31	20.11	20.99	21.89	22.88	23.86	24.92	26.01	27.17	28.46
5	19.03	19.50	20.33	21.15	22.08	22.98	24.00	25.02	26.10	27.25	28.48	29.74
6	19.95	20.44	21.31	22.18	23.15	24.07	25.11	26.22	27.33	28.50	29.74	30.96
7	20.92	21.41	22.29	23.18	24.16	25.13	26.22	27.28	28.47	29.71	30.88	32.13
8	21.88	22.36	23.28	24.20	25.20	26.23	27.28	28.46	29.65	30.81	32.04	33.31
9	22.84	23.35	24.25	25.21	26.23	27.25	28.39	29.52	30.71	31.89	33.13	34.45
10	23.82	24.26	25.24	26.23	27.20	28.32	29.42	30.54	31.78	33.02	34.28	35.59
10*	24.30	24.76	25.75	26.73	27.78	28.88	30.01	31.19	32.42	33.67	34.96	36.32
11	25.01	25.45	26.48	27.46	28.51	29.70	30.73	31.89	33.09	34.33	35.62	37.00
12	26.42	26.92	27.94	28.98	30.06	31.19	32.28	33.49	34.73	35.96	37.36	38.80
12*	27.00	27.44	28.51	29.55	30.69	31.80	32.97	34.16	35.44	36.71	38.10	39.56
13	27.62	28.34	29.37	30.42	31.52	32.62	33.79	35.02	36.29	37.63	39.01	40.46
14	29.05	29.75	30.75	31.85	32.94	34.12	35.37	36.58	37.88	39.23	40.64	42.14
15	30.40	31.07	32.11	33.25	34.35	35.56	36.81	38.05	39.39	40.81	42.27	43.82
16	31.87	32.66	33.74	34.92	36.09	37.32	38.61	39.93	41.29	42.70	44.18	45.72
17	33.41	34.21	35.37	36.50	37.70	38.91	40.28	41.61	43.01	44.45	45.99	47.55
18	35.07	35.95	37.17	38.38	39.63	40.91	42.28	43.63	45.11	46.60	48.12	49.79
19	35.59	36.65	37.79	38.99	40.21	41.51	42.84	44.21	45.65	47.10	48.64	50.20
20	39.35	40.49	41.54	43.02	44.41	45.76	47.20	48.69	50.24	51.87	53.53	55.22
21	41.61	42.82	43.92	45.52	46.94	48.44	49.93	51.51	53.13	54.83	56.63	58.42

One-Time Continued Incentive Payments

The District will provide the following one-time, non-PERS eligible lump sum pay to returning classified permanent employees. The one-time lump sum payments provided for herein will not become part of the status quo in the event a successor agreement is not ratified by June 30, 2024.

1. Permanent Classified employees employed as of May 1, 2022 will receive a one-time lump sum payment:
Steps A-J \$750 in October 2022
Step K \$1,000 in October 2022
2. Permanent Classified employees employed as of May 1, 2023 will receive a one-time lump sum payment:
Steps A-J \$750 in October 2023
Step K \$1,000 in October 2023

ARTICLE XIV

WORKING RULES

- A. Each director, manager, or site administrator may promulgate working rules that are consistent with this Negotiated Agreement that shall apply to the members under his/her supervision. These working rules and any changes thereto, shall be in writing, posted in a conspicuous place, and approved by the Superintendent.
- B. The District's Career Ladder Guidelines are incorporated herein by reference.

ARTICLE XV

GENERAL WORKING CONDITIONS

A. Prep Time:

Associate teachers with a work day of at least three (3) but less than five (5) hours of student instruction shall be provided thirty (30) minutes of uninterrupted prep time exclusive of faculty meetings. Associate teachers with a work day of five (5) or more hours of student instruction shall be provided fifty (50) minutes of prep time, at least thirty (30) minutes of such time shall be uninterrupted by other assigned duties exclusive of faculty meetings.

Teacher Aides and Associate Teachers shall attend faculty meetings, and shall receive additional compensation for the actual meeting time if such time is beyond their normal work day.

B. Extra-Duty Assignment:

Extra-duty assignments voluntarily assumed by bargaining unit members shall be covered by the procedures/scope/compensation provisions set forth in Article XVI of the LKSD/LKNEA (Representing the Teachers) Negotiated Agreement FY '13-FY '14, or any subsequently negotiated article.

C. Subcontracting:

The Board will not subcontract out the routine daily custodial work during the duration of this Agreement. However, up to four times per school year, the District may contract the cleaning of each building or portion thereof. Cleaning may include, but not be limited to, window washing, floor waxing, and carpet shampooing. However, no custodian assigned to such building shall have his/her hours reduced or position eliminated as a direct result of such subcontracting. The District will not subcontract out social work or nursing positions during the duration of this Agreement. This would not prevent the District from utilizing other agencies who can provide these services at no wage cost to the District.

The only other restriction on subcontracting shall be for bargaining unit work performed by specialists on non-major maintenance projects and/or non-capital projects. Such subcontracting is allowed provided that no specialist shall have his/her position eliminated or hours reduced as a direct result of such subcontracting. For purposes of this paragraph C, specialists shall mean those employees in Article XI, paragraph L positions.

- D. During the school year, the Board agrees to provide laundry facilities where currently available in the village community, to all staff employed as Associate Teachers for 15 hrs/week or more, and only to that staff.

ARTICLE XVI

SAFETY

- A. The District shall comply with all applicable Federal and State occupational safety and health laws and regulations.
- B. Members of the bargaining unit shall comply with all Federal and State occupational safety and health laws and regulations applicable to the member's own actions and conduct.
- C. Members of the bargaining unit shall promptly notify their immediate supervisor if the member believes that the District or any employee of the District is in violation of any applicable Federal or State occupational safety and health laws or regulations. Such notification shall be in writing and shall specifically describe the believed violation.

ARTICLE XVII

PROHIBITIONS, PENALTIES AND MISCELLANEOUS PROVISIONS

A. Securing of Positions:

An employee may not give, render, pay, offer, or solicit, nor shall an appointing authority accept any money, service, or other valuable things in connection with any appointment, promotion, or advantage in a classified position.

B. Party Assessments:

An employee may not require any assessment, subscription, contribution, or service for any political party from any other employee.

C. Party Endorsement:

An employee may not seek or attempt to use any political party endorsement in connection with any appointment or promotion.

D. Fraud:

An employee or applicant for a classified position may not make any false statement, certificate, mark, rating or report with regard to any test, certification, appointment, or evaluation made under any provision of this Agreement or in any manner commit any fraud preventing the impartial execution of this Agreement.

E. Rights of Others:

An employee may not defeat, deceive, or obstruct any person in his/her right to examination, eligibility, certification, appointment, or promotion under this Agreement.

F. Outside Employment:

An employee shall not engage in, or accept private employment, or render services for private interest when such employment or service is incompatible with the proper discharge of his/her official duties as an employee of the District.

G. Investments in Conflict with Official Duties:

An employee shall not invest, or hold any investment directly or indirectly in any financial, business, commercial or private transaction which creates a conflict with his/her official duties.

H. Use of Information:

An employee shall not use information peculiarly within his/her knowledge or purview concerning the property, government, or affairs of the District to advance the financial or other private interest of the employee or others.

I. Gifts and Favors:

An employee may not be a party to the purchase of, or influence the purchase of goods or services for the use of the District from any person, company, or business in which he/she has substantial financial interest unless approved in advance by the Board.

J. Conflicts of Interest

An employee shall not engage in any business or transaction, or shall not own a financial or other private interest, direct or indirect, which is in conflict with the proper discharge of his/her official duties.

K. Drugs and Alcohol:

Reporting to work or working with impaired abilities, or the possession, consumption, or distribution of drugs or alcohol by an employee while on work status shall be grounds for disciplinary action including termination.

L. Conformity to Law:

If any article or part of this Agreement is held to be contrary to law by mutual agreement of the parties or a court of competent jurisdiction, or if compliance with or enforcement of any article or part should be enjoined by such a court, the remainder of this Agreement shall not be affected thereby and the parties shall meet within twenty (20) days of any such order of the court to determine if modifications to said article or part of this Agreement can be made which will maintain the original intent of said article or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose alone.

M. Distribution:

The Board shall distribute copies of this Agreement to all bargaining unit members within sixty (60) days of ratification by the parties. In addition, the Board shall provide the Association with twenty (20) copies. The District shall provide all newly hired bargaining unit members a copy of this Agreement upon initial hire.

N. Protection from Assault:

Any employment related criminal conduct directed against an employee or the employee's family shall be reported by the employee to the Board or its designee. The Board shall render all reasonable assistance to the employee including, but not limited to, reporting the criminal conduct to law enforcement and other appropriate governmental agencies. Administrative leave may be granted to testify or seek medical treatment.

O. Status of Agreement:

This Agreement supersedes any rules, regulations, policies, resolutions or practices of the District that are contrary to or inconsistent with its terms.

This Agreement shall become effective upon ratification by both parties, and shall be retroactive to July 1, 2021, for those employees employed by the District on the date of last ratification, and shall remain in effect until June 30, 2024. During the term of this Agreement, it can only be changed by written consent of the parties.

ARTICLE XVIII
INSURANCE PLAN

A. Health, Accident, and Life Insurance Coverage

1. A member whose regularly assigned work week is thirty (30) or more hours of work, shall be provided the same health, accident and life insurance coverage that is provided for certified teachers.

Benefits begin on the first day of the first full monthly pay period after completion of the review period. Optional additional life insurance coverage may be made available to an employee at the premium cost.

2. Members who have alternative health coverage at a level satisfactory to the District, may elect to waive their entitlement to the District provided health coverage pursuant to a buy-back option. Such members would be paid \$10,000 per year, prorated on a monthly work basis, in increased salary. The Superintendent shall promulgate rules and regulations governing the operation of the buy-back option program.
3. For purposes of paragraph 2 above, alternative health coverage shall not include District provided health coverage which the member is entitled to by reason of his/her status as a spouse or dependent of a District employee who is covered by the District's health insurance plan.
4. Paragraph 3 above shall not apply to employees who were enrolled in the buy-back option as of October 17, 1997, during their continuous enrollment.
5. Maximum out-of-pocket costs shall not exceed \$500.00 per employee or \$1,500.00 per family.

B. Workers' Compensation

An employee shall be covered with Workers' Compensation insurance as required by the Workers' Compensation Act.

ARTICLE XIX

RETIREMENT PLAN

A. PERS:

An employee, except a temporary employee, whose regularly assigned work week is fifteen (15) or more hours of work, shall be enrolled in the State of Alaska Public Employees' Retirement System.

B. FICA:

An employee shall be enrolled in the Social Security Plan.

ARTICLE XX

ASSOCIATION RIGHTS

A. Association Recognition

The Board recognizes the Lower Kuskokwim NEA as the exclusive bargaining representative of those permanent classified employees certified by the Alaska Labor Relations Agency as the bargaining unit.

The Board shall not discriminate against any bargaining unit member on the basis of membership or activities in the Association.

B. Inter-School Mail

The Association shall have the use of the inter school mail system for communicating with its members. The Association further agrees that all Association-originated communications shall be distributed by an Association representative, and that any postage required for Association communications be provided by the Association.

C. District Facilities and Equipment

1. The association shall be permitted reasonable use of District facilities when not otherwise needed for school use.

The Association shall be permitted to use school buildings for its meetings for no fee. The Site Administrator shall be notified twenty-four (24) hours in advance of the time and place of all such meetings, except that such notification shall be given to the Superintendent or his/her designee if the use involves the District Office.

2. The Association shall be permitted reasonable use of school typewriters, computers and computer equipment, video conferencing equipment, facsimile machines, mimeographing machines, and other duplication equipment when such equipment is not otherwise in use by the District, provided however that the use of computers or computer equipment in administrative offices shall only be allowed with the approval of the Administrator.

The Association shall pay for the reasonable cost of all materials and supplies incident to its use of such equipment, including facsimile phone charges. Any additional labor costs for use of video conferencing equipment shall be paid for by the Association.

3. The Association shall be permitted to post notices and other materials on designated bulletin boards in school facilities.

D. Association Leave

1. The Board shall grant up to 25 days of leave with pay each fiscal year for bargaining unit members to participate in Association activities.

Requests for such leave shall be made in writing to the Superintendent not less than five (5) working days in advance of such leave, and shall include the name, position and site of the bargaining unit member and specific dates of the leave.

Association leave must be approved for use by the Superintendent at least twenty-four (24) hours in advance. Use of Association leave shall not be unreasonably denied.

No more than two (2) bargaining unit members can be on Association leave status at one time from schools with enrollment of fewer than 100 students. No more than three (3) members can be on Association leave status at one time from schools with more than 100 students.

2. The Board shall grant one day of Association leave for each day, or portion thereof, in which the Board meets in work or regular session providing that an Association member attends such meetings and that the member attending would otherwise be on duty.

Under the same conditions, the Board shall grant one day of Association leave for each day or portion thereof in which the Board meets in special session, if after considering the purpose of the special session the Superintendent determines it reasonable to have an Association member attend the special meeting.

3. In the event a member traveling within the LKSD to attend a Board meeting as outlined above, is prevented from returning to his/her duty station by bad weather conditions, that member shall be granted Administrative Leave if the member reports for duty at the weathered-in site to the Superintendent or his/her designee.
4. The same rule shall apply if a member attending a Board meeting as the Association's selected representative remains in a community in which the Board meeting is held during a recess of such meeting for up to twenty-four (24) hours. However, such rule shall not apply if the member in question works in a school located in the community in question.

E. Membership Dues

1. The Board shall deduct annual Association dues in equal monthly installments from the pay of any and all bargaining unit members who have authorized such a deduction.

A signed Association membership form which authorizes said deduction shall be utilized for this purpose. The Association membership form shall include a statement that said deductions shall continue from year to year without further authorization unless revoked consistent with the terms of paragraph 2 below.

2. Upon submission of said Association membership form, payroll deductions shall commence with the next payroll. The Association dues shall be deducted in equal monthly installments as determined by the number of months commencing from the next monthly payroll after the submission date.

These deductions as revised annually pursuant to paragraph 3 below shall continue from year to year without further authorization from the bargaining unit member, except that bargaining unit members may revoke their authorization as of September 1 of any calendar year by giving written notice to that effect by September 30, of that year.

If for any reason, excepting death or leave of absence due to illness, employment is terminated, amounts still owing under the authorization shall be deducted from the bargaining unit member's final pay.

3. The Association president shall inform the Superintendent, in writing, by September 1, of each year of any changes in annual Association dues.
4. The amount deducted each month shall be promptly remitted to the Association.
5. Save-Harmless. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments and other forms of liability against the District which arise out of the District's compliance with this provision.

The District shall notify and tender the defense to the Association within fifteen (15) days of receiving any complaint regarding the enforcement of this provision. If the District fails to notify the Association within fifteen (15) days, the Association's obligation under this provision shall be void.

F. Bargaining Unit Member Information

Once a month, the District shall provide the Association with the name and address of all bargaining unit members hired within the preceding 30 days. A bargaining unit member shall not be considered hired for purposes of this paragraph until all hiring

documents have been processed by the Personnel Office and the PCN has been submitted to and inputted by the Payroll Office.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an allegation that this Agreement has been misinterpreted, inequitably applied, or violated.
2. A "grievant" is the employee or Association making the allegation.
3. A "respondent" is the person(s) not covered by this Agreement required to hear and respond to a grievance.
4. A "hearing" is a meeting, beyond Level I, of the grievant, respondent and an Association representative held to identify the facts in the matter and attempt resolution. Each party shall have the right at such hearing to present witnesses, documents and other evidence, and arguments it deems necessary to develop facts pertinent to the grievance.
5. A "day" means a calendar day.

B. Purpose:

The purpose of the grievance procedure is to resolve a grievance equitably at the lowest possible administrative level.

C. General Conditions:

1. Every effort will be made to settle grievances at the lowest possible level of the grievance procedure in the quickest manner possible. Time limits shall be considered a maximum unless otherwise extended by mutual consent. A mutual extension shall be automatically agreed to in the case of weather or travel related delays beyond the control of the party/parties.
2. If a time deadline set forth in the grievance procedure is exceeded by the grievant, the right to grieve shall have been waived. If a time deadline is exceeded by the respondent, the grievance shall be immediately appealable to the next level.
3. The time limits for any grievance form, appeal, response, document, or other relevant matter shall be determined by either the U.S. Postal Service postmarked mailing date of certified mail or the dating signature of the receiving party if hand-delivered.

4. A grievance shall be filed at the lowest possible level where resolution of the grievance might occur.
5. Grievance forms shall be provided by the Board and made available at each school site by the Site Administrator and at the District Office by the Director of Personnel and Student Services.
6. Documents or pertinent information related to a grievance being processed shall be equally available to the grievant, respondent, and the Association.
7. No document pertaining to a grievance shall be placed in a person's personnel file. However, if a document already in a personnel file later becomes part of a grievance, removal of that document from the file shall not be required unless such removal is directed in the grievance decision.
8. Beyond level one, an official taped recording of each hearing shall be kept
9. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Association, as long as the resolution sought is not inconsistent with the terms of this Agreement. No other employee organization shall have the right to represent a grievant in any grievance proceeding.

A grievant, upon request, is entitled to Association representation at all levels of the grievance procedure. No employee will be required against their will to discuss his/her grievance or participate in a hearing without the presence of an Association representative. No grievance may be submitted to arbitration at Level III without representation by and approval of the Association.

10. Should the "hearing" of a grievance require that a grievant and/or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
11. No reprisals shall be taken against any person for participating in the grievance process.
12. Grievance hearings which require the testimony of other employees and/or community members from the site of the grievant shall be conducted at that site unless otherwise agreed to by the parties.

D. Procedure

Level I

1. A grievant shall upon becoming aware of an act of a misinterpretation, inequitable application, or violation attempt to resolve the differences informally within fourteen (14) days with the appropriate respondent.
2. If the differences are not resolved informally, the grievant shall prepare a written grievance statement and shall submit it to the appropriate respondent. The Superintendent will provide the Association with a copy of the grievance. If a grievant does not submit his/her grievance within twenty (20) days of the unsuccessful attempt for informal resolution he/she shall have waived his/her right to this procedure.
3. Within ten (10) days of receipt of the grievance, the respondent shall conduct a meeting between himself/herself and the grievant. An Association representative, if requested by the grievant, shall be present.
4. Within ten (10) days of the above mentioned meeting, the respondent shall reply in writing to the grievant and the Association.
5. If the grievance is not resolved at this level, or a written decision is not received within ten (10) days of the meeting, the grievant may process the grievance to Level II.

Level II

1. The grievant may appeal to the Superintendent within fifteen (15) days of the receipt of the Level I decision or the date on which the decision was due. Upon receipt of the appeal, the Superintendent will provide the Association with a copy if the Association was not present at the Level I hearing.
2. Within ten (10) days of receipt of the grievance appeal, the Superintendent shall schedule and conduct a hearing.
3. The Superintendent shall send a written answer to the grievant and the Association no later than ten (10) days after the hearing.
4. A grievance which is based on action taken or not taken by the Board, Superintendent, or other Central Office Administrative staff may be filed initially at Level II.
5. If the grievance is not resolved at this level or if a written decision is not received within ten (10) days of the meeting, the Association may process the grievance to Level III.

Level III

1. The Association may appeal the Level II decision to arbitration within twenty (20) days of either the receipt of the Level II decision or the date on which the decision was due.
2. The Association shall notify (in writing) the Superintendent of its intent to proceed to arbitration. The Association and the Superintendent shall confer within five (5) days of such notice to attempt to select an impartial arbitrator. If the parties fail to mutually agree to an arbitrator, the Association shall request a list of at least seven (7) names from the American Arbitration Association.
3. As soon as the list is received, the parties or their designated representative shall determine by lot the order of elimination and thereafter shall, in that order, alternately strike a name from the list and the seventh and remaining name shall act as the arbitrator.
4. The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. A decision of the arbitrator shall be binding upon the parties.
5. The fee and expenses of the arbitrator shall be borne equally by the Association and the Board.

Kimberly Hankins
Superintendent

Date

Stephanie Butte
LKNEA Classified Bargaining Chair

Date