## CONTRACTUAL AGREEMENT BETWEEN

# THE LAKE AND PENINSULA SCHOOL DISTRICT AND THE LAKE AND PENINSULA EDUCATION ASSOCIATION

**JULY 1, 2023 - JUNE 30, 2026** 

#### **Table of Contents**

ARTICLE I DEFINITIONS	4
ARTICLE II RECOGNITION	4
ARTICLE III TERMS OF THE AGREEMENT	4
A. Conformity to Law	4
B. Distribution	4
ARTICLE IV NEGOTIATIONS	4
A. Inauguration of Negotiations	4
B. Ground Rules and Initial Meeting	5
C. Information	5
D. Impasse	5
E. Ratification	5
ARTICLE V NONDISCRIMINATION	6
ARTICLE VI ASSOCIATION RIGHTS	6
Communication	6
Use of Schools and Equipment	6
ARTICLE VII PAYROLL DEDUCTION OF DUES	6
ARTICLE VIII OPTIONS FOR PAYMENT	7
ARTICLE IX CONTRACT YEAR AND WORKDAY	7
A. Work Year	7
B. Workday	7
ARTICLE X SICK LEAVE BANK	8
A. Eligibility	8
B. Member Donations	8
C. Utilization	8
ARTICLE XI LEAVES	9
A. Sick Leave	9
B. Bereavement/Illness Leave	9
C. Professional Leave	9
D. Association Leave	10
E. Personal Leave	10
F. Sabbatical Leave	10
G. Court Leave	10
H. Emergency Leave	11

I. Maternity Leave	11
ARTICLE XII WORKING CONDITIONS	11
A. Automatic Rehiring	11
B. Teacher-Initiated Transfer	11
C. District-Initiated Transfer	12
D. Personnel Files	13
F. Requests for Personnel File Copies	13
ARTICLE XIII REDUCTION IN FORCE	14
OF TENURED TEACHERS	14
ARTICLE XIV GRIEVANCE PROCEDURE	15
ARTICLE XV SALARY	16
ARTICLE XVI PLACEMENT	17
ARTICLE XVII CREDIT HOURS FOR ADDITIONAL SALARY	17
ARTICLE XVIII HEAD TEACHER PAY	18
ARTICLE XIX EXTRA DUTY COMPENSATION	18
ARTICLE XX BENEFITS	19
A. Travel Pay	19
B. Freight Reimbursement	19
C. Health Insurance	19
ARTICLE XXI DURATION	20
DATE OF RATIFICATION	21
APPENDIX A	22

#### ARTICLE I DEFINITIONS

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

**TEACHER**: Teacher shall mean any certificated employee within the District whose occupation is to instruct Preschool-12 students. Specifically excluded from the definition of teacher are the Superintendent and Associate or Assistant Superintendents, personnel in noncertificated positions, certificated substitute teachers, and administrators who may elect or have elected to remove themselves from the teachers' bargaining unit.

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

AGREEMENT: Agreement shall mean this document.

#### ARTICLE II RECOGNITION

For the period of this Agreement, the Board recognizes The Lake and Peninsula Education Association as the exclusive bargaining agent for the District's teachers.

#### ARTICLE III TERMS OF THE AGREEMENT

#### A. Conformity to Law

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

#### **B.** Distribution

Upon ratification by both the Board and the Association, a PDF (or similar) of this Agreement shall be placed on the District's website and emailed to teachers.

#### ARTICLE IV NEGOTIATIONS

#### A. Inauguration of Negotiations

1. Negotiations may be requested by either party any time during the school year in which this Agreement expires. Said notice shall be deemed to have been given when given in writing and delivered from the Board president or Superintendent to the Association president or from the Association president to the Superintendent and Board president.

- 2. Within twenty (20) days of said request, the representatives or spokespersons of each party shall decide how initial proposals shall be exchanged. If no agreement is reached, the requesting party shall supply the other party with a complete proposal on all items the requesting party wishes to negotiate. Within twenty (20) days of the receipt of the proposal, the other party shall provide a complete proposal on all items it wishes to negotiate.
- 3. No later than twenty (20) school days following the receipt of the requestor's proposal, the Board and the Association shall mutually agree to a time and a date for negotiations to begin.

#### **B. Ground Rules and Initial Meeting**

- 1. Prior to the date set by the parties for the onset of actual negotiations, the spokesperson from each party shall meet to determine ground rules for negotiations.
- 2. Both parties will agree on a time and date to meet.
- 3. At the initial negotiations session, the negotiations teams shall sign tentative agreement on all items not in dispute.

#### C. Information

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

#### D. Impasse

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

#### E. Ratification

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

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

#### ARTICLE V NONDISCRIMINATION

The Board and Administrators shall not discriminate against a teacher in any manner prohibited by state or federal law or on the basis of affiliation with the Association.

#### ARTICLE VI ASSOCIATION RIGHTS

#### **Communication**

By June 1 of each year, the District Administration and LPEA President shall communicate the list of new hires and their contact information. They will also communicate by August 15 for any updates.

#### **Use of Schools and Equipment**

When not otherwise needed for District purposes, the Association shall be permitted to meet in District schools and to use school equipment, in the school, outside of the workday. Equipment shall include non-administrative computers, copiers, audio conference equipment, video equipment, telephones and televisions.

At the first in-person in-service of the school year, the district shall provide the Association with time and space to meet with teachers and host a dinner. If the first in-service is conducted virtually, the District shall provide the Association with a thirty-minute period to conduct a meeting during the workday.

#### ARTICLE VII PAYROLL DEDUCTION OF DUES

- A. The Board shall deduct annual Association dues in eight (8) equal monthly installments from October through May from the pay of any and all teachers who have authorized such a deduction. A signed Association membership form which authorizes said deduction shall be utilized for this purpose.
- B. Upon submission of the authorization form, payroll deductions shall commence with the October payroll, or, if the form is submitted after October 15, the next monthly payroll. For deduction requests submitted after October 15, 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 to May. These deductions as revised annually pursuant to Paragraph "C" below shall continue from year to year without further authorization except that teachers may revoke their authorization any calendar year by giving written notice to that effect.
- C. The Association president shall inform the District in writing by September 30 of each year of any changes in annual dues.
- D. The District shall forward all dues and fees collected, a list of teachers and the amount of their deduction to NEA-Alaska, as soon as is reasonably possible each month.

#### ARTICLE VIII OPTIONS FOR PAYMENT

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

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

Paydays shall be on the 20th of each month and shall be via direct deposit in which all teachers shall participate. When payday falls on or during a school holiday, or weekend, teachers shall receive paychecks on the last previous workday. Teachers requesting early payment of June, July and August paychecks shall have these checks direct deposited or mailed within seven (7) working days of the last school day within the District, provided all duties have been completed and all records and required reports have been received by their immediate supervisor. Teachers desiring early payment of June, July and August checks must notify the District by May 1.

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

#### ARTICLE IX CONTRACT YEAR AND WORKDAY

#### A. Work Year

A standard teacher's contract shall consist of one hundred eighty-seven (187) days, including one hundred eighty (180) days in session, two (2) workdays, and five (5) holidays. Any extensions of a teacher's contract shall be voluntary, requiring mutual agreement in writing, and be paid at the teacher's daily rate.

#### B. Workday

- 1. The minimum workday shall be eight (8) hours inclusive of a thirty (30) minute duty-free lunch, except at sites with one (1) or two (2) teachers. Where no lunch aide is available and teachers do not have a thirty (30) minute duty-free lunch, teachers shall submit a timesheet for compensation to Payroll. Compensation will be at the current classified Substitute Worker rate.
- 2. Unless preempted by an emergency, a teacher directly involved in classroom instruction will be provided two uninterrupted segments of not less than twenty-five (25) minutes a day for preparation within the eight (8) hour work day.
- 3. The workday may be extended by no more than one extra hour per day, but no more than a total of six hours per calendar month for staff meetings, a parent-teacher or a teacher-supervisor conference, a student needing teacher assistance with schoolwork, or other professional responsibility assigned to the teacher by his/her immediate supervisor.

#### ARTICLE X SICK LEAVE BANK

#### A. Eligibility

The District will continue to cooperate in the operation of the sick leave bank for those staff members covered by this Agreement.

#### **B.** Member Donations

- 1. Each teacher and H/T will donate one day of his/her sick leave to the bank each September 1, until the bank is built up to a maximum of two hundred (200) days. No more days will be added to this maximum until the bank is depleted to twenty (20) days except for new participants who shall donate one (1) day each on the second day of the second semester. New teachers will become participants of the sick leave bank when they commence their employment.
- 2. Additions will be made to the bank at the beginning of each school year or date of employment according to the above limitations.
- 3. In the event that the bank becomes depleted to twenty (20) days during the school year, each member of the bank will donate an additional day up to a maximum of three (3) days per teacher.
- 4. A person leaving the District will not be able to withdraw the contributed days.

#### C. Utilization

- 1. A member shall be eligible for the withdrawal and utilization of bank days only after having depleted all of his/her sick leave and personal leave days.
- 2. A maximum of sixty (60) days each school year can be drawn by one individual from the bank (in addition to his/her own accumulated days).
- 3. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
- 4. Sick leave days can only be withdrawn from the bank for individual member's illness.
- 5. Requests for use of bank days must be accompanied by a letter from the attending physician or health aide.

6. The sick leave bank shall be administered by the Board and the Association. A committee of five (5) members, three (3) appointed by the president of the Association and two (2) appointed by the Superintendent. Requests for sick leave from the bank must be approved by a majority vote of the committee. A member whose request for sick leave bank days is not approved by a majority vote of the committee may take his/her written request to the Board. The decision of the Board shall be final.

#### ARTICLE XI LEAVES

#### A. Sick Leave

All certificated teachers under contract shall be entitled to sick leave as provided in the Rules and Regulations of the State board of Education, 4 AAC 15.040. Except that a teacher will be credited with six (6) days on the second day of the teacher's contract term to a maximum of one and one-third (1.33) days per month. The remaining six (6) days of sick leave will be credited the teacher on the second day of the second semester. If a teacher does not complete his/her contract, the value of any days used but not earned will be deducted from his/her final pay.

In the event a teacher's sick leave and sick leave bank allocations have been exhausted and the teacher remains unable to return to work, that teacher may be granted upon written request leave without pay not to exceed the contract year of that illness.

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

#### **B.** Bereavement/Illness Leave

Death in the immediate family entitles the teacher to use up to seven (7) days sick leave, except that if the circumstances of the death in the immediate family require travel outside the State of Alaska the teacher may use up to ten (10) days sick leave.

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

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

#### C. Professional Leave

Professional leave may be granted by the Superintendent when deemed beneficial to the District. The teacher shall pay for room, board, and personal expenses, and the District shall pay airfare and registration fee.

#### **D.** Association Leave

Ten (10) days of Association leave shall be granted to the Association president or his/her designee by the Superintendent for each year. In negotiating years, 5 additional days of Association leave will be granted. Two (2) additional days of Association leave shall be available if teachers donate their personal leave to the Association, in half-day increments, for that purpose. Association leave will be noncumulative.

#### E. Personal Leave

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

As a general rule personal leave will not be used the day before or after holidays or at the beginning or end of the school year. In unique circumstances the Superintendent may approve personal leave to be used pre or post holidays or the beginning or end of the school year.

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

All personal leave requests require a recommendation for approval by the site Principal with final approval by the Superintendent.

As an additional incentive to encourage instructional staff members to conduct their personal business during the summer months, or during other nonduty days, and keep teachers in their classrooms as many days as possible during the school year; the District will annually pay each teacher \$150.00 for each day of unused personal leave. The payment for unused personal leave will be processed prior to June 30 each school year.

#### F. Sabbatical Leave

A teacher may apply for sabbatical leave as and to the extent provided by law (AS 14.20.280 and following) which leave may be approved at the discretion of the Board on terms and conditions agreed between the teacher and the Board.

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

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

#### G. Court Leave

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

#### H. Emergency Leave

In the event of a situation deemed an emergency, a teacher shall be granted leave with pay subject to approval of the Superintendent, or local administrator, if the Superintendent cannot be contacted in time. Each teacher may be entitled to a maximum of four (4) days per year for such leave (provided all other appropriate types of leave have been used up).

#### I. Maternity Leave

Maternity and adoptive leave shall comply with Family Leave Acts; "Alaska Family Leave Act" AFLA & "The Family and Medical Leave Act" (FMLA).

If a teacher has accumulated ample days within their sick leave account. Upon request, up to nine weeks of leave can be charged against accumulated sick leave with the birth or adoption of a child.

The nine-week period will commence upon the birth or adoption date.

#### ARTICLE XII WORKING CONDITIONS

#### A. Automatic Rehiring

- 1. A tenured teacher shall be automatically rehired unless Notice of Non-Retention is received by the teacher prior to May 15.
- 2. A non-tenured teacher shall be automatically rehired unless Notice of Non-Retention is received by the teacher on or before May 15 or if May 15 is not a workday, the first workday thereafter.

#### **B.** Teacher-Initiated Transfer

- 1. A transfer or reassignment request may be initiated by any teacher.
- 2. The Board agrees when filling teaching vacancies and new teaching positions to consult teacher intent forms which may have been filed with the District, and where possible to select within the District when qualified applicants are available.
- 3. District teachers will be considered on the basis of experience, qualifications, and length of service to the District. However, the specific needs of The Lake and Peninsula School District will be given first priority in the final selection of the successful applicant.

#### C. District-Initiated Transfer

- 1. Notice of involuntary transfer for a subsequent school year shall be given as soon as practical, but not later than May 1 of the current school year. Prior to making an involuntary transfer, the Superintendent shall review requests for voluntary transfers and shall consult with the teacher. Written reasons will be provided with the Notice of Transfer.
- 2. The May 1 date notwithstanding, involuntary transfers may be made at any time for (1) program change; (2) decrease, increase, or change in enrollment; (3) community unrest; or (4) a resignation that occurs after the end of the school year at a site that needs a teacher experienced in the District's programs.
- 3. A teacher who is involuntarily transferred shall have the option, in lieu of accepting the involuntary transfer, of being placed on a one-year leave of absence without pay. The teacher must communicate their decision to the Superintendent or Director of Personnel within 30 days of notification of involuntary transfer.
- 4. In addition to transportation, the District shall reimburse parcel post and/or air freight to a maximum of \$1,200.00 per contract, for customary and reasonable moving expenses for teachers involuntarily transferred. Except for summer transfers, travel and administrative leave will be provided to the site to secure housing prior to the transfer.
- 5. After the beginning of the school year, involuntary transfers shall be contingent on the teacher's customary/reasonable personal and professional property arriving at a new site prior to the commencement of teaching responsibilities at the new site. It shall be the teacher's responsibility to pack, label, and ensure that his/her property is readied for transport by the District. A teacher involuntarily transferred, after the beginning of the school year, will be reimbursed for loss due to having to break a lease, forfeit a deposit, and/or up to one month's rent lost as a result of the transfer.
- 6. Teaching couples shall not be separated through an involuntary transfer unless mutually agreed upon by the teachers and the administration or unless the transfer is mandated by a lack of a position for one member of the couple.
- 7. A teacher involuntarily transferred under this provision will receive two (2) weeks prior notice. An involuntary transfer found necessary after the conclusion of the school year will require the District to notify the affected teacher by written notice to his/her summer address (via certified mail or email) and a phone call to his/her summer telephone number on file with the District.

#### **D.** Personnel Files

All teachers' permanent files and site files shall be maintained under the following conditions:

- 1. The permanent personnel files or any duplicate thereof shall be housed in the District Office and shall be open only to the Superintendent and appropriate designee(s). Material in the files, subsequent to employment in the District, shall be open to a teacher for inspection, upon advance notice, in the presence of the Superintendent during normal working hours. The file shall not be removed from the District Office, except as required by law or proceedings during a Board hearing or arbitration.
- 2. A teacher shall be sent a copy of all materials placed in his/her file at the time of its insertion in the file, except for material originating from or signed by the teacher.
- 3. Evaluation forms and other documents by supervisors pertaining to a teacher's performance shall be placed in a teacher's personnel file.
- 4. Material which is derogatory to a teacher regarding the teacher's conduct, service, character, or personality shall not be placed in the personnel file until the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature to the copy to be filed. Such signature does not indicate agreement with the contents of the material.
- 5. No material, subsequent to employment in the District, in a teacher's personnel file shall be removed without the consent of the Superintendent and the teacher. Material which is shown to be factually inaccurate through the grievance procedure shall be removed from the file.
- 6. A teacher has the right to respond in writing within thirty (30) days after receipt of any material that is to be filed in his/her permanent file; said response shall be attached to the original/relevant document and included in the file.
- 7. The local administrator may retain, for evaluation purposes, a site personnel file for each teacher he/she supervises. Material in a teacher's site file will be available for review at post-evaluation conferences by the teacher in the presence of the local administrator. Additionally, the teacher shall have the right within thirty days of his/her reviews to rebut material retained in the site file.

#### F. Requests for Personnel File Copies

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

### ARTICLE XIII REDUCTION IN FORCE OF TENURED TEACHERS

- A. For purposes of this Article, a reduction in force is defined as the nonretention of a tenured teacher pursuant to state law.
- B. Responsibility for determining the level of staffing in the District rests solely with the Board which will consider the recommendations given by the Superintendent.
- C. The Board reserves the right to determine the retention or nonretention of any program that will best serve the interest of the District.
- D. When the Board deems it necessary or desirable to reduce staff, the reduction, insofar as possible, will be implemented through attrition. If the reduction in staff cannot be implemented through attrition, any tenured teacher not retained will be given recall preference if the following conditions prevail:
  - 1. The teacher is an active candidate.
  - 2. The teacher meets the job qualifications for the position, i.e., certification (endorsement) and experience requirements.
  - 3. The teacher has performed satisfactory service.
- E. To the extent that it is consistent with the District's program needs, which includes job qualifications as described above, length of service with the District will be given priority in determining the order of nonretention and recall.
- F. A tenured teacher who is nonretained due to a reduction in force shall be accorded recall rights for one (1) year unless the teacher specifically waives this right in writing. Said recall rights are lost if a certificated position is offered by the District via (1) phone call, or (2) certified letter, and the teacher fails to accept it within ten (10) days of offer, or notice of attempted delivery of offer, or if he/she accepts employment with another District. The teacher is responsible for ensuring that the District has a current address on file. The District will not be required to guarantee recall rights to any teacher the District is unable to contact due to that teacher not providing the District with a current address.
- G. No new teachers shall be hired until all nonretained tenured teachers satisfying the requirements listed above in D have been recalled.
- H. Teachers who are nonretained shall have the option of purchasing coverage under the District's health insurance plan.

#### ARTICLE XIV GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance is defined as an alleged violation of this Agreement.
- B. A grievant is a teacher(s) or the Association. When the Association files a grievance on behalf of a teacher or teachers, the Association shall notify all potentially affected teachers and obtain the signatures of those wishing to participate in the Association's action.
- C. Effort shall be made to settle grievances at the lowest possible level of the grievance procedure.
- D. Grievances will be processed in the following manner and within stated time limits. The time limits as specified in the grievance procedure, however, may be modified by the prior written consent of both parties.
- Step 1: An aggrieved teacher shall promptly attempt to resolve the grievance informally between the teacher and his/her immediate supervisor.

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

If a teacher does not submit his/her grievance to the supervisor within fifteen (15) school days after the facts upon which the grievance is based first occur or first become known to the teacher, the grievance will be deemed waived. The aggrieved teacher may be accompanied by one member of the Association when presenting the written grievance.

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

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

Step 3: If the grievance is not settled in Step 2 and the teacher wishes to appeal to Step 3, the grievant may appeal the Superintendent's disposition to the Board through the Superintendent. If the teacher does not send his/her appeal to the Board within ten (10) school days after the receipt of the Superintendent's answer, the grievance will be deemed waived. If the grievant appeals to the Board as provided, the Board shall hold a hearing to hear the appeal of the Superintendent's decision within twenty (20) school days of the receipt of the appeal. If administration or other staff members are involved, they shall present the facts to the Board as they see them. The Board shall render its decision with respect to the grievant within ten (10) school days of the hearing.

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

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

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

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

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

#### E. Conditions

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

#### ARTICLE XV SALARY

A. The Salary schedule for the 2023-24, 2024-25 and 2025-26 school year is attached.

B. Commencing with the first year of this contract a Service Incentive Program will be initiated. The Service Incentive Program provides a one-time, non-recurring payment of \$10,000 (gross, subject to deductions) to an eligible teacher who completes five (5) full consecutive school years as a teacher with the District. For employees who began their employment prior to FY 19, a teacher who "cashed out" under the previously existing Deferred Service Incentive/Credit Program is eligible for this Service Incentive Program payment only after the teacher completes five (5) full consecutive school years as a teacher with the District following the "cash out" under the previously existing Deferred Service Incentive/Credit Program.

#### ARTICLE XVI PLACEMENT

- A. Up to six (6) years outside the State of Alaska teaching experience will be credited for placement on the Salary Schedule. All teaching experience within the State of Alaska will be credited for initial placement only.
- B. Vertical step increases shall be limited to one per year.

#### ARTICLE XVII CREDIT HOURS FOR ADDITIONAL SALARY

- A. Hours of credit must have been earned subsequent to the granting of the Bachelor's Degree and qualification for an Alaska teaching certificate that would allow the member to be hired as a certified teacher. Notwithstanding the above, required course work needed to attain a professional certificate shall not be used for salary placement.
- B. The hours must have been earned toward an advanced Degree and/or to improve professional competence in the classroom or toward an approved specialized role in the school.
- C. Within a period of five years, credits cannot be duplicated for the purpose of salary advancement.
- D. Credits for advancement on the salary scale taken after employment in the District must be approved by the Superintendent.
- E. Credits must have been earned previous to September 1, and a record from the college or university placed in the office of the District Superintendent not later than September 20 of the school year for which they apply, and this is to be followed by the official transcript no later than October 15 of the school year for which they apply. After November 15, a teacher's contract shall not be reduced due to re-evaluation of credits for placement.
- F. All courses, including correspondence courses, must be from an accredited college or university.

#### ARTICLE XVIII HEAD TEACHER PAY

The schedule of extra-duty compensation for Head Teachers is:

A flat amount of \$6,900.00/school year in the first and second year of Head Teacher with LPSD.

A flat amount of \$8,050.00/school year after two years as Head Teacher with LPSD.

If the Superintendent, or designee, determines that ample time can be allocated within the contract day to perform the duties and responsibilities of the Head Teacher the position will not be paid the above extra duty amounts.

#### ARTICLE XIX EXTRA DUTY COMPENSATION

A. Compensation Schedule.

#### **Activity Compensation**

Basketball Coach (both boys & girls)	6% of Base
Volleyball Coach	6% of Base
Cross-Country Running Coach	

- B. An increment of 5% above the schedule amount will be paid for each year of experience within the specific duty assignment up to a maximum of four years in the District.
- C. Compensation shall be paid only where bona-fide coaching took place, an appropriate place for practice is available, regular practices were held with teams.
- D. A written added duty contract will be signed prior to the beginning of the activities listed above in Section A, as well as for additional extra duty contracts approved by the District Administration and offered for the current contract year.
- E. Compensation is approved only where a regular sports and activity schedule is adhered to and when the activity occurs outside of the workday.
- F. Coaching assignments are for one year only and subject to reassignment each year.
- G. Establishment of a coaching role in a particular sport at a particular location shall be at the recommendation of the Principal or Head Teacher, with the approval of the District Office Administration.
- H. The compensation will be pro-rated if the season is cut short. For non-ASAA and/or Region I club activities the season shall be the number of student days available each year.

I. Each certificated chaperone, except a coach, who is away from site over night with students attending a District sponsored activity will receive \$100.00 per diem per meet. Each certificated chaperone supervising students who are attending a District Academic Athletic meet at their school site will receive \$50.00 per diem per meet.

#### ARTICLE XX BENEFITS

#### A. Travel Pay

Annual travel will be allowed for District teachers once each contract year for commercial (seat or coach) round trip fare to his/her teaching station from Anchorage. Also, one additional round trip fare for south area teachers from their duty station to Anchorage, north area teachers from their station to Iliamna (seat or coach).

Travel to another destination or by other means will be reimbursed up to the amount it would cost to travel to King Salmon or Iliamna by commercial (seat or coach) fare. However, return fare for the Anchorage trip will be forfeited by a teacher if he/she does not fulfill his/her contract.

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

#### **B.** Freight Reimbursement

While employed at a south site, which include Levelock and all sites south of King Salmon, teachers will be reimbursed for up to \$1000 of freight costs. Receipts will be submitted to Payroll all at once by May 1 each year. Reimbursement will be paid out on the May payroll.

While employed at a south site, meaning Levelock and all sites south of King Salmon, teachers will be reimbursed for up to \$1000 of freight costs. Receipts will be submitted to Payroll all at once by May 1 each year. Reimbursement will be paid out on the May payroll.

#### C. Health Insurance

The District shall offer a group health care plan, including a Standard Plan Design and an High Deductible Health Plan (HDHP) Design, with benefits comparable to the Lake & Peninsula School District Health Care Plan, Effective Date: January 1, 1997, Restatement Date: July 1, 2012 (as amended to date), which plan may be amended as and to the extent required by law except that the Standard Plan Design shall provide the following effective July 1, 2018:

ξ Deductible: 300/900 ξ Coinsurance: 85%

ξ Out of Pocket Maximum: \$2,000

ξ Employee Premium Share:

o EE - \$100/month

o EE+SP - \$150/month

o EE+CH - \$150/month

o EE+SP+CH - \$200/month

The District shall organize a committee to look at potential adjustments to improve the Lake & Peninsula Health Care Plan Design. LPEA and the District Administration will be equally represented on that committee.

#### ARTICLE XXI DURATION

The term of this agreement shall be three years, becoming effective on July 1, 2023, and remain in full force and effect until it expires on June 30, 2026.

#### DATE OF RATIFICATION

#### FOR THE LAKE AND PENINSULA SCHOOL DISTRICT:

De	I.H.	A	BOARD CHAIRPERSON
DATE:	2/25/	1-3	
FOR TH	E LAKE AND PENI	NSULA 1	EDUCATION ASSOCIATION:
			UNION REPRESENTATIVE
DATE:	2/24/2023		

#### **APPENDIX A**

2023-2024
THE LAKE AND PENINSULA SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
187 DAYS

	BA		BA18		BA36/MA		BA54/MA18		BA72/MA36	
YRS	<b>SALARY</b>	<u>INDEX</u>								
EXP										
0	\$50,292	1.00	\$52,687	1.048	\$55,081	1.095	\$57,477	1.143	\$59,871	1.190
1	\$52,208	1.038	\$54,602	1.086	\$56,997	1.133	\$59,392	1.181	\$61,787	1.229
2	\$54,123	1.076	\$56,518	1.124	\$58,913	1.171	\$61,308	1.219	\$63,703	1.267
3	\$56,039	1.114	\$58,434	1.162	\$60,829	1.210	\$63,224	1.257	\$65,619	1.305
4	\$57,956	1.152	\$60,350	1.200	\$62,745	1.248	\$65,140	1.295	\$67,535	1.343
5	\$59,871	1.190	\$62,266	1.238	\$64,661	1.286	\$67,056	1.333	\$69,450	1.381
6	\$61,787	1.229	\$64,182	1.276	\$66,577	1.324	\$68,972	1.371	\$71,366	1.419
7	\$63,703	1.267	\$66,098	1.314	\$68,493	1.362	\$70,887	1.410	\$73,282	1.457
8	\$65,618	1.305	\$68,014	1.352	\$70,408	1.400	\$72,803	1.448	\$75,198	1.495
9	\$67,535	1.343	\$69,929	1.390	\$72,324	1.438	\$74,719	1.486	\$77,114	1.533
10			\$71,845	1.429	\$74,240	1.476	\$76,635	1.524	\$79,030	1.571
11					\$76,156	1.514	\$78,551	1.562	\$80,946	1.610
12							\$80,467	1.600	\$82,862	1.648
13									*\$84,778	1.686

Note: Index numbers are shortened for presentation, full decimal places are used for calculations.

<sup>\*</sup>In years where there is no percent increase, teachers in this cell will get the equivalent of a step salary increase.

#### APPENDIX A

#### 2024-2025

#### THE LAKE AND PENINSULA SCHOOL DISTRICT

#### **TEACHER SALARY SCHEDULE**

#### **187 DAYS**

YRS	BA <u>SALARY</u>	INDEX	BA18 SALARY	INDEX	BA36/MA SALARY	INDEX	BA54/MA18 SALARY	INDEX	BA72/MA36 SALARY	INDEX
<u>EXP</u>										
0	\$50,776	1.00	\$53,194	1.048	\$55,611	1.095	\$58,030	1.143	\$60,448	1.190
1	\$52,710	1.038	\$55,128	1.086	\$57,546	1.133	\$59,964	1.181	\$62,382	1.229
2	\$54,644	1.076	\$57,062	1.124	\$59,480	1.171	\$61,898	1.219	\$64,316	1.267
3	\$56,578	1.114	\$58,997	1.162	\$61,414	1.210	\$63,832	1.257	\$66,250	1.305
4	\$58,513	1.152	\$60,931	1.200	\$63,349	1.248	\$65,767	1.295	\$68,185	1.343
5	\$60,448	1.190	\$62,865	1.238	\$65,283	1.286	\$67,701	1.333	\$70,119	1.381
6	\$62,382	1.229	\$64,800	1.276	\$67,217	1.324	\$69,635	1.371	\$72,053	1.419
7	\$64,316	1.267	\$66,734	1.314	\$69,152	1.362	\$71,570	1.410	\$73,988	1.457
8	\$66,250	1.305	\$68,668	1.352	\$71,086	1.400	\$73,504	1.448	\$75,922	1.495
9	\$68,185	1.343	\$70,602	1.390	\$73,020	1.438	\$75,438	1.486	\$77,856	1.533
10			\$72,537	1.429	\$74,955	1.476	\$77,373	1.524	\$79,790	1.571
11					\$76,889	1.514	\$79,307	1.562	\$81,725	1.610
12							\$81,241	1.600	\$83,659	1.648
13									*\$85,593	1.686

Note: Index numbers are shortened for presentation, full decimal places are used for calculations.

<sup>\*</sup>In years where there is no percent increase, teachers in this cell will get the equivalent of a step salary increase.

#### APPENDIX A

#### 2025-2026

#### THE LAKE AND PENINSULA SCHOOL DISTRICT

#### **TEACHER SALARY SCHEDULE**

#### **187 DAYS**

\/ <b>D</b> 0	BA		BA18		BA36/MA		BA54/MA18		BA72/MA36	
YRS	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	<u>INDEX</u>	<u>SALARY</u>	INDEX
<u>EXP</u>										
0	\$51,259	1.00	\$53,700	1.048	\$56,140	1.095	\$58,582	1.143	\$61,023	1.190
1	\$53,212	1.038	\$55,652	1.086	\$58,093	1.133	\$60,534	1.181	\$62,975	1.229
2	\$55,164	1.076	\$57,605	1.124	\$60,046	1.171	\$62,487	1.219	\$64,928	1.267
3	\$57,117	1.114	\$59,558	1.162	\$61,999	1.210	\$64,440	1.257	\$66,880	1.305
4	\$59,070	1.152	\$61,510	1.200	\$63,951	1.248	\$66,392	1.295	\$68,833	1.343
5	\$61,023	1.190	\$63,463	1.238	\$65,904	1.286	\$68,345	1.333	\$70,786	1.381
6	\$62,975	1.229	\$65,416	1.276	\$67,857	1.324	\$70,298	1.371	\$72,739	1.419
7	\$64,928	1.267	\$67,369	1.314	\$69,810	1.362	\$72,250	1.410	\$74,691	1.457
8	\$66,880	1.305	\$69,321	1.352	\$71,762	1.400	\$74,203	1.448	\$76,644	1.495
9	\$68,834	1.343	\$71,274	1.390	\$73,715	1.438	\$76,156	1.486	\$78,597	1.533
10			\$73,227	1.429	\$75,668	1.476	\$78,109	1.524	\$80,549	1.571
11					\$77,620	1.514	\$80,061	1.562	\$82,502	1.610
12							\$82,014	1.600	\$84,455	1.648
13									*\$86,408	1.686

Note: Index numbers are shortened for presentation, full decimal places are used for calculations.

<sup>\*</sup>In years where there is no percent increase, teachers in this cell will get the equivalent of a step salary increase.