

**NEGOTIATED AGREEMENT**

**between the**

**SOUTHWEST REGION ADMINISTRATIVE  
ASSOCIATION**

**and the**

**SOUTHWEST REGION SCHOOL BOARD**

**Dillingham, Alaska**

**Period of Agreement  
July 1, 2007 – June 30, 2010**

## **NEGOTIATED AGREEMENT**

This is the NEGOTIATED AGREEMENT between the SOUTHWEST REGION ADMINISTRATIVE ASSOCIATION and the SOUTHWEST REGION SCHOOL BOARD at Dillingham, Alaska. Period of Agreement; July 1, 2007 - June 30, 2010.

### **PREAMBLE**

The Southwest Region School Board of Education, hereinafter referred to as the Board, and the Southwest Region Administrative Association, hereinafter referred to as the Association, enter into the following agreement on this 17th day of May, 2007

### **RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all administrators of the Southwest Region School District for the duration of the agreement.

### **CONFORMITY TO LAW**

If any provision of this agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid or enforceable, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### **DURATION**

This Agreement is the sole and complete Agreement between the Board and the Association and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. All provisions are binding and effective as of July 1, 2007 and shall remain in full force until June 30, 2010. All previous agreements still in force shall become null and void as of July 1, 2007.

### **TERMS AND CONDITIONS OF AGREEMENT**

The parties hereto mutually agree that the terms and conditions of this Agreement represent the full and complete understanding and commitment between the parties. Upon request of either party, members of the Association, as well as representatives of the School Board may meet to discuss areas of concern.

## **RATIFICATION**

When a majority of returned ballots by the Association reflect an affirmative vote, and when a majority of the members of the Board reflect an affirmative vote, this agreement shall be ratified; except that, if no action is taken on the document by either party within sixty (60) calendar days, that non-action shall be taken as an affirmative vote.

## **TENURE, ASSIGNMENT and OPENINGS**

Nothing in this Agreement or an Administrator's individual contract with the District shall confer tenure rights to an administrator with regard to his/her administrative position or limit the District's statutory rights as set forth in AS 14.20.158 including, but not limited to, the right to assign the Administrator to any position for which the Administrator is qualified. If an Administrator is assigned to a position covered by the teachers negotiated agreement, the Administrator shall be subject to the teachers negotiated agreement as of the effective date of the assignment except that if the assignment occurs during a contract year, the Administrator shall be entitled to the salary and benefits set forth in the Administrators individual contract and this agreement (except any bonuses pursuant to § 1600 ex seq.) for the contract year. In any subsequent year of employment with the School District, the administrator shall be placed on the salary schedule in accordance with the applicable negotiated agreement. Should an administrative position be eliminated, causing a tenured Administrator to be assigned to a teaching position, that Administrator (if still employed by the District) will be assigned to the administrative position, should the same administrative position be reinstated within two (2) school years.

In the event that an administrative opening should occur within the District, the District will post an announcement for a minimum of two weeks. The position announcement will be posted in the Central Office and Faxed to each site. For the purposes of this section, an administrative opening does not include the restructuring of an existing administrators position, or job description, but rather addresses filling of a position as a result of the resignation or transfer of an existing administrator.

## **DEFINITIONS**

In this agreement, the following shall be defined:

"Superintendent" shall mean the Superintendent of the District or designee.

"Administrator" shall mean any employed certified staff holding a type B certificate, such as a principal, assistant principal, support directors, and program directors.

"Day" shall mean a calendar day excluding holidays except as otherwise specified in this agreement.

"Association" Southwest Region Administrative Association.

"Board" Southwest Region School Board of Education.

"Immediate Family" includes husband, wife, son, daughter, brother, sister, mother, father, father-in-law, and mother-in-law.

"Daily Rate" the administrator's rate per day shall be determined by dividing the base annual salary by the number of contract days.

## **1000 INSURANCE**

### **1001 Health**

The Administrator shall be allowed to purchase employee, spouse and dependent medical, dental, visual and audio insurance as provided in the District's standard group policy. Employee purchases of group insurance will be through payroll deduction. Administrators will be allowed to participate in the District's flexible benefit medical reimbursement/child care plan. The cost to the Administrator for insurance during Fiscal Year 2008 will be as follows:

Employee Only:	\$100
Employee/Children	\$150
Employee/Spouse	\$200
Employee/Family	\$250

Rates for FY2009 and FY2010 will be the above cost plus 50% of any rate increase or decrease experienced by the District. For those Administrators being covered under the SWRS insurance or another carrier by a spouse the School District will pay a monthly amount to the Administrator equal to the SWRS payroll deduction for the level of coverage incurred by their spouse.

### **1002 Life Insurance**

The District shall provide the administrator group term life insurance of \$100,000. The District will provide each administrator with \$250,000 of travel insurance for travel related to the administrator's scope of employment. Unless otherwise specified by the administrator, the beneficiary of the insurance will be the administrator's spouse.

### **1003 Termination of Insurance**

Insurance coverage will begin on the first day of the month following the first month payroll deductions were withheld and continue until employment is terminated. If

the employment is terminated during the work year, coverage shall cease the last day of the month during which the termination is effective unless the coverage is paid under COBRA.

#### **1004 Limitations**

The specific terms and conditions of coverage shall be governed by the insurance contracts and policies in force. Any disputes regarding claims shall be between the insured and the carrier and shall not involve the District. Notwithstanding any other provision of this Article, the District's obligation to provide insurance shall be limited to the availability thereof and the administrator's insurability.

#### **1100 LEAVE**

##### **1101 Sick**

The administrator shall be entitled to accrue, use, and transfer compensated sick leave as required under Alaska statutes and regulations. For the accrual of sick leave, the major portion of a calendar month shall mean a calendar month in which ten (10) or more days are worked.

The District may require written medical certification for sick leave that exceeds three (3) consecutive workdays. Sick leave shall be available for appointments to health practitioners only if the appointment is for treatment or diagnosis related to a condition or symptom. For appointments covered under sick leave, accrued sick leave shall be available for necessary travel time to and from the nearest appropriate practitioner.

The administrator may use up to five (5) days accrued sick leave per standard work year in the event of the birth or adoption of a child. Additionally, the administrator may use up to five (5) days of accrued sick leave per standard work year as may reasonably be necessary to attend to a member of the immediate family who is ill or injured, subject to medical certification for more than three (3) consecutive work days absence under this provision. Likewise, in the event of a death in the immediate family, up to five (5) days of accrued sick leave per standard work year shall be available as reasonably may be necessary to attend the funeral or to attend to other family business related to the death. If out-of-District travel is necessitated under this paragraph, up to two (2) additional days of accrued sick leave per standard work year shall be available. Notwithstanding, the administrator shall not be entitled to use under this paragraph more than fifteen (15) days accrued sick leave per standard work year.

Notice of the intended use of, and the reason(s) for, sick leave shall be given to the supervisor as far in advance as is reasonably possible.

**1102 Personal**

The administrator shall accrue five (5) days of compensated personal leave per standard work year, accrual will not be limited, however a maximum number of eight (8) days may be used in a given school year. At the end of a completed contract year each Administrator will be allowed to cash in three personal leave days (in addition to the maximum 8 that can be used for leave) at their daily rate by submitting a written request to the Superintendent prior to the end of the fiscal year for which payment is being requested.

Requests for the use of accrued personal leave shall be given to the supervisor as far in advance as is reasonably possible.

**1103 Jury Duty**

Upon written advanced certification to the Superintendent of a call to jury duty by a court having jurisdiction in the community of the job assignment, the administrator shall be granted compensated leave for required absences associated with the jury duty obligation. The administrator shall promptly remit to the District any fee received for jury duty.

**1104 Leave of Absence**

Upon written request, the Board may grant a non-compensated leave of absence of one (1) semester or longer. The terms and conditions of the leave including, but not necessarily limited to, the duration, the deadline for notice of intent to return, and any reassignment rights shall be mutually agreed upon in writing between the Superintendent and the administrator.

**1105 Other**

The administrator shall be entitled to such other compensated or non-compensated leave as may be required by law. Additionally, at the discretion of the District, the administrator may be granted compensated or non-compensated leave not specified in this article.

**1200 SICK LEAVE BANK**

The administrator shall be eligible to participate in the sick leave bank available to certificated teachers of the District subject to the terms and conditions established for the bank. In the event that said sick leave bank provides for a representative committee to oversee the operations of the bank, the Association shall have the right to representation on the committee. If the collective bargaining agreement with the teachers union prohibits administrator participation in the teacher's sick leave bank, the District shall allow for the establishment of a comparable sick leave bank for administrators.

### **1300 WORK YEAR AND WORK DAY**

Both the Association and the District understand and agree that, as salaried management employees, work beyond the normal work day and work year (ie: evenings and weekends) are inherent and often necessary in the job and duties of a building level or central office administrator. With this understanding, the standard year and work day are defined for the purposes of this agreement, it is further understood that the administrator shall not be entitled to additional compensation for time worked in excess of the standard work day and work year, unless there is prior written agreement by the Superintendent. Further, it is agreed that administrators covered under this agreement may use up to nine (9) Saturdays, as regular contract days.

#### **1301 Work Year**

The standard work year shall be two hundred ten (210) days for Principals and Assistant Principals and two hundred twenty (220) days for Directors. The number of work days in the standard work year shall be inclusive of state-mandated school holidays falling within the period between the administrator's first and last duty day of the work year. The administrator's work year shall be subject to an annual calendar approved in writing by the Superintendent. If the administrator serves less than the full standard work year, the administrator's salary and quantifiable benefits based on the standard work year shall be prorated accordingly.

#### **1302 Work Day**

The standard workday for the administrator shall consist of eight (8) hours exclusive of the lunch period. If the administrator is assigned to work less than the standard workday, the administrator's salary, leave, and other quantifiable benefits shall be prorated accordingly.

### **1400 HOUSING**

The administrator assigned to a village shall be entitled to live in a District (owned or leased) housing unit designated by the Superintendent. The Principal, having responsibility for the school facilities, and being responsible for the duties designated for site housing manager, shall be required to live in a designated District housing unit close to school facilities. The designated units will be A1, C1, E3, K1, M9, N6, PC1, T1 and TH1. Through payroll deduction the Principal shall pay the Base Housing Rental Rates or \$750 per month for twelve months per year whichever is less. Change of the housing units assigned to Administrators under this article will only be allowed to accommodate housing needs based on site staffing requirements and approved by the Superintendent. The terms and conditions of housing rentals shall be set forth in the District's lease document. In the event that employment is terminated at the end of a contract, rent will not be charged after May of that year, assuming that the administrator has vacated the assigned rental unit. The Association shall be entitled to representation on any committee established to address matters related to administrator housing.

## **1500 PROFESSIONAL DEVELOPMENT**

### **1501 Professional Conference**

During the work year, the administrator shall be granted not less than two (2) days of administrative leave and receive eleven hundred dollars (\$1,100) for expenses related to attendance at a professional conference approved in advance by the Superintendent. The Superintendent may direct the administrator to participate in other professional conferences or activities during the work year at District expense.

### **1502 Reimbursement for Professional Development**

The District shall reimburse the returning administrator up to one thousand, two hundred fifty dollars (\$1,250) for expenses related to professional development activities, approved in advance by the Superintendent, undertaken by the administrator during the administrator's non-contract days.

## **1600 PROFESSIONAL DUES**

The District will pay annual State and National dues, for the membership in a professional educational association (directly related to the administrator's job assignment) for all administrators covered under this agreement. The total cost of these dues will not exceed the amount of dues for the State and National Principals' Association.

## **1700 COMPENSATION**

### **1701 Salary Payment**

Salary payments shall be made throughout the work year in equal monthly installments beginning with the month the majority of which is served and ending with the month during which the last duty day is served or in twelve (12) equal monthly installments. The administrators final paycheck shall be retained until such time as the administrator has completed all assigned year-end reports and duties.

The District shall make payroll deductions as required by law and for District housing rent and may make other deductions upon mutual agreement of the administrator and the District.

### **1702 Step Placement**

Newly appointed administrators shall be placed at Step 0. Notwithstanding, on a case by case basis, the Superintendent shall have the discretionary authority to approve more years of service for initial step placement. Principals transferring into Director

positions will be credited with one (1) year experience for every two years of in-district principal experience.

**1703 Salary Schedule**

FY08 (2007-2008 School Year) Administrative Salary Schedule

Years	K-12 Principal	K-8 Principal	Director
0	\$87,950	\$75,500	\$89,540
1	\$88,750	\$76,300	\$90,540
2	\$89,550	\$77,100	\$91,540
3	\$90,350	\$77,900	\$92,540
4	\$91,150	\$78,700	\$93,540
5	\$91,950	\$79,500	\$94,540
6	\$92,750	\$80,300	\$95,540
7	\$93,550	\$81,100	\$96,540
8	\$94,350	\$81,900	\$97,540

Assistant Principals, principal/teacher, or lead teacher: Teacher's salary placement plus a stipend of \$3000-\$8000. Amount dependent upon hours of administrative time required.

FY09 (2008-2009 School Year) Administrative Salary Schedule

Years	K-12 Principal	K-8 Principal	Director
0	\$90,589	\$77,765	\$93,256
1	\$91,389	\$78,565	\$94,256
2	\$92,189	\$79,365	\$95,256
3	\$92,989	\$80,165	\$96,256
4	\$93,789	\$80,965	\$97,256
5	\$94,589	\$81,765	\$98,256
6	\$95,389	\$82,565	\$99,256
7	\$96,189	\$83,365	\$100,256
8	\$96,989	\$84,165	\$101,256

Assistant Principals, principal/teacher, or lead teacher: Teacher's salary placement plus a stipend of \$3000-\$8000. Amount dependent upon hours of administrative time required.

FY10 (2009-2010 School Year) Administrative Salary Schedule

Years	K-12 Principal	K-8 Principal	Director
0	\$92,401	\$79,320	\$96,141
1	\$93,201	\$80,120	\$97,141
2	\$94,001	\$80,920	\$98,141
3	\$94,801	\$81,720	\$99,141
4	\$95,601	\$82,520	\$100,141
5	\$96,401	\$83,320	\$101,141
6	\$97,201	\$84,120	\$102,141
7	\$98,001	\$84,920	\$103,141
8	\$98,801	\$85,720	\$104,141

Assistant Principals, principal/teacher, or lead teacher: Teacher's salary placement plus a stipend of \$3000-\$8000. Amount dependent upon hours of administrative time required.

**1704 Revenue Enhancement Incentives**

As an incentive to assist the District in program improvement and revenue enhancement administrators will be eligible to be compensated for work outside their normal scope of their job duties and workday. With prior written agreement and approval of the Superintendent, grant writing incentives, at a rate of \$400.00 for each eight hours of approved application development, will be paid if the grant is approved and funded. Administrative release time may be provided in lieu of financial compensation if so agree by the administrator and Superintendent.

**1705 Travel**

Each administrator will be given one School District Bulk airline ticket or the monetary equivalent for round trip travel from Dillingham to Anchorage annually.

**1800 GRIEVANCE PROCEDURE**

A claim by an administrator that there has been a violation, misinterpretation or misapplication of any provisions of this agreement may be processed as a grievance as hereinafter provided. A grievant is an administrator having a grievance.

Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The time limits specified may be extended by mutual agreement at all levels. Any grievant may be represented at all stages of the grievance procedure by a person of his/her own choosing, and notice of this representative must be given to his/her immediate supervisor. The Board is also entitled to a representative. When it is necessary at any level for a grievant and witness (one per

occurrence maximum) to attend a meeting or a hearing during the school day, the Superintendent shall notify such administrator and he/she shall be released without loss of pay for such time as his/her attendance is required at such meeting or hearing. At all levels, time limits are binding except for periods of inclement weather, which prohibit normal travel.

Necessary forms pertaining to a grievance will be prepared jointly and distributed by the Association or the District. If the grievance report is in favor of the grievant, all documents, communications and records dealing with the grievance shall be removed from the Personnel File.

### **Level I**

An administrator with a grievance will first discuss it with his/her immediate supervisor within fifteen (15) working days of the alleged violation, misinterpretation, or misapplication of this agreement, with the object of resolving the matter informally. If the administrative position is in a remote area and the immediate supervisor is not stationed at the site, the first step should be accomplished by mail, telephone, or radio. If an informal solution has not been reached, an administrator with a grievance may initiate a formal procedure by filing a written statement of grievance with the immediate supervisor. This statement must be filed within ten (10) working days of the informal discussion with the supervisor. The date of this action shall be the filing date. The written grievance shall include the date of the alleged violation, the article and item of the contract, and the signature of the grievant. The immediate supervisor shall meet with the grievant and anyone selected to accompany him/her within ten (10) working days of the receipt of the written grievance. This meeting will be set by mutual consent. The immediate supervisor shall render a decision in writing within ten (10) working days of the meeting dealing with the written grievance.

### **Level II**

If the grievant is not satisfied with the disposition of the grievance at Level I, or does not receive a decision, he/she may appeal the grievance in writing to the Superintendent within fifteen (15) days of receipt of the decision or the date the decision was due. The written appeal shall include a copy of the initial written grievance as submitted to the supervisor, a copy of the written response by the immediate supervisor, and the grounds for considering the decision unsatisfactory. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal.

In the event that the Superintendent is the immediate supervisor, then the appeal shall be directed to Level III. Within ten (10) working days of receipt by the Superintendent of the written appeal, the Superintendent shall meet with the grievant in an effort to resolve the grievance. The time and place of the Level II meeting shall be mutually set by the Superintendent and the grievant. The Superintendent shall render a decision in writing within ten (10) working days of the Level II meeting and inform the

grievant of the decision. The superintendent will be allowed to meet and discuss the grievance in executive session with the board, without the grievant present, to determine the wishes of the board.

### **Level III**

If the grievant is not satisfied with the disposition of his/her grievance at Level II or does not receive a decision within ten (10) working days, the grievant may request the Association to submit the grievance to arbitration. The cost of the arbitrator will be borne equally by the Board and the Association. Costs related to the presentation by either party will be borne by the respective party.

The request by either party for arbitration shall be made within fifteen (15) working days of the decision at Level II. The Board and the Association shall make every effort to mutually agree upon an arbitrator. The arbitrator shall follow the rules for arbitration as established by the American Arbitration Association.

The parties agree to accept the arbitrator's award as final and binding upon them.

SIGNATURES

*SOUTHWEST REGION SCHOOL'S BOARD OF  
EDUCATION*

*BY:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*President*

*BY:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*Member*

*SOUTHWEST REGION ADMINISTRATIVE  
ASSOCIATION*

*BY:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*President*

*BY:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
*Member*