

District TEACHERS

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE KENAI PENINSULA BOROUGH
SCHOOL DISTRICT**

AND

**THE KENAI PENINSULA EDUCATION
ASSOCIATION**

FOR THE YEARS

~~2012-2013~~ 2015-2016

THROUGH

~~2014-2015~~ 2017-2018

Association

District

Date

Date

105 TEACHER'S SALARY SCHEDULE

Association

District

Date

Date

	A	B	C	D	E	F	G	H	I
1	2015-2016								
2									
3				0.032					
4			Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
5			(A)	48,127	49,551	51,941	53,641	55,343	57,048
6			(B)	49,551	51,942	53,641	55,343	57,048	58,751
7			(C)	51,941	53,642	55,343	57,048	58,751	60,455
8			(D)	53,641	55,344	57,048	58,751	60,455	62,160
9			(E)	55,343	57,048	58,751	60,455	62,160	63,862
10			(F)	57,048	58,751	60,455	62,160	63,862	65,563
11			(G)	58,749	60,479	62,160	63,862	65,563	67,263
12			(H)	61,253	62,160	63,862	65,563	67,263	68,971
13			(I)	62,922	63,862	65,563	67,263	68,971	70,670
14			(J)	64,557	66,361	67,263	68,971	70,670	72,374
15			(K)	66,162	68,029	68,971	70,670	72,374	74,074
16			(L)	67,733	69,666	71,470	72,374	74,074	75,779
17			(M)		71,269	72,803	74,074	75,779	77,482
18			(N)		72,841	74,471	75,779	77,482	79,188
19			(O)			76,108	78,280	79,985	81,693
20			(P)			77,711	79,948	81,654	83,226
21			(Q)			79,282	81,584	83,290	84,894
22			(R)				83,186	84,893	86,530
23			(S)				84,760	86,464	88,133
24			(T)						89,706
25			(U)						91,859
26									
27									
28									
29									
30	Eligible Employees Shall Receive a Step								
31	Additional Information Section 110 Salary Conditions								

	A	B	C	D	E	F	G	H	I
1	2016-2017								
2									
3				0.022					
4			Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
5			(A)	49,186	50,642	53,083	54,821	56,561	58,303
6			(B)	50,642	53,084	54,821	56,561	58,303	60,043
7			(C)	53,083	54,822	56,561	58,303	60,043	61,785
8			(D)	54,821	56,562	58,303	60,043	61,785	63,528
9			(E)	56,561	58,303	60,043	61,785	63,528	65,267
10			(F)	58,303	60,043	61,785	63,528	65,267	67,005
11			(G)	60,041	61,810	63,528	65,267	67,005	68,742
12			(H)	62,601	63,528	65,267	67,005	68,742	70,488
13			(I)	64,306	65,267	67,005	68,742	70,488	72,225
14			(J)	65,977	67,821	68,742	70,488	72,225	73,966
15			(K)	67,617	69,526	70,488	72,225	73,966	75,703
16			(L)	69,223	71,199	73,042	73,966	75,703	77,446
17			(M)		72,837	74,405	75,703	77,446	79,186
18			(N)		74,443	76,110	77,446	79,186	80,931
19			(O)			77,782	80,002	81,745	83,490
20			(P)			79,420	81,707	83,450	85,057
21			(Q)			81,027	83,379	85,122	86,762
22			(R)				85,017	86,761	88,434
23			(S)				86,625	88,366	90,072
24			(T)						91,679
25			(U)						93,879
26			(V)						96,132
27									
28	Eligible Employees Shall Receive a Step								
29	Additional Information Section 110 Salary Conditions								

	A	B	C	D	E	F	G	H	I
1	2017-2018								
2									
3				0.031					
4			Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
5			(A)	50,711	52,212	54,729	56,521	58,314	60,110
6			(B)	52,212	54,730	56,521	58,314	60,110	61,905
7			(C)	54,729	56,522	58,314	60,110	61,905	63,700
8			(D)	56,521	58,315	60,110	61,905	63,700	65,497
9			(E)	58,314	60,110	61,905	63,700	65,497	67,290
10			(F)	60,110	61,905	63,700	65,497	67,290	69,083
11			(G)	61,902	63,726	65,497	67,290	69,083	70,873
12			(H)	64,542	65,497	67,290	69,083	70,873	72,673
13			(I)	66,300	67,290	69,083	70,873	72,673	74,464
14			(J)	68,022	69,923	70,873	72,673	74,464	76,259
15			(K)	69,713	71,681	72,673	74,464	76,259	78,050
16			(L)	71,369	73,406	75,307	76,259	78,050	79,847
17			(M)		75,095	76,712	78,050	79,847	81,641
18			(N)		76,751	78,469	79,847	81,641	83,439
19			(O)			80,194	82,483	84,279	86,079
20			(P)			81,882	84,240	86,037	87,693
21			(Q)			83,538	85,963	87,761	89,452
22			(R)				87,652	89,451	91,175
23			(S)				89,310	91,106	92,864
24			(T)						94,521
25			(U)						96,790
26			(V)						99,113
27			(W)						101,491
28									
29	Eligible Employees Shall Receive a Step								
30	Additional Information Section 110 Salary Conditions								

110 SALARY CONDITIONS

- A. All teaching positions shall be filled by certificated personnel.
- B. The effective length of the contract shall normally be a maximum of 188 teacher days never to include more than 180 student days in session and three (3) teacher workshop days. In the event that the calendar configuration necessitates the inclusion of both the Labor Day and Memorial Day Holidays, the teacher contract shall be 189 days to accommodate the additional holiday.
- C. For any school year, the salary placement indicated in the teacher's employment contract is binding and irrevocable on both the District and the individual teacher for that school year if no objection to the salary placement is raised in writing by either the District or the teacher on or before November 1 of the school year. If notification is received prior to November 1 and an adjustment to the salary placement is warranted, retro-active payment shall be made for the current year only.
- D. A teacher teaching part time for a full year will be credited with a year of service for advancement on the salary schedule for each year of service. Teachers who request less than full-time contracts and move to that status will receive proportionate credit.
 - 1. .50 - .74 will earn one (1) step every second year.
 - 2. .75+ will receive full credit.
- E. PhD's will receive \$4000 added to annual salary. National Board of Professional Teaching Standards Certification or Certificate of Clinical Competency from the American Speech, Language and Hearing Association or National Certification of School Psychologists (NCSP) from the National Association of School Psychologists, or National Board Certification from the National Board for Certification of Occupational Therapy, or physical therapists with national certification will receive \$2000 added to annual salary. Only one PhD or one national certification will be recognized.

F. Department Chairperson

- 1. Grades 6-12 Department Chairperson, Building Level Leadership Team Members, and/or District Level Committee Members.

The salary for a teacher who is selected by the unit administrator to serve as a department chairperson, building level leadership team member, and/or district level committee member will be increased according to the following schedule by an addendum to the teacher's contract. The number of teachers within a specified department shall be counted as of the end of the first quarter and submitted to the Human Resource Office.

Association

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Date

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Size of Department - Percent of Step A/Column C

2-4 F.T.E. .023

5-8 F.T.E. .032

9 and Over .042

Each department chairperson shall be allocated two per diem days in order to perform the duties of the position. These per diem days may be paid or the teacher may elect to have a substitute for two days in lieu of payment for two per diem days.

2. Primary Department Chairperson/Intermediate Department Chairperson, Building Level Leadership Team Members, and/or District Level Committee Members.

One primary and/or intermediate department chairperson, building level leadership team member and/or a district level committee member may be selected by the unit administrator in a school with more than six F.T.E. teachers at the primary level (K-3) and intermediate level (4-6). The F.T.E. shall be counted at the end of the first quarter.

Size of Department - Percent of Step A/Column C

2-4 F.T.E. .023

5-8 F.T.E. .032

9 and Over .042

Each department chairperson shall be allocated two per diem days in order to perform the duties of the position. These per diem days may be paid or the teacher may elect to have a substitute for two days in lieu of payment for two per diem days.

- G. All teachers not receiving a step increase in column C90/M shall be paid as part of their salary in the second and third year of the agreement a longevity payment of 2% of salary placement.
- H. Vertical movement (steps) on the salary schedule shall be limited in any year to one step. There is no limit to column movement except movement beyond "C+36 or M" will require a Master's degree. College/University credits must be accredited from one of the following six regional accreditations associations: The Middle States Association of Colleges and Schools; The New England Association of Schools & Colleges; The North Central Association of Colleges and Schools; The Northwest Association of Schools and Colleges; The Southern Association of Colleges and Schools; or, The Western Association of Schools and Colleges.

Course approval may be requested prior to taking classes using the form at the following link.

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<http://www.kpbsd.k12.ak.us/departments.aspx?id=4366> . Courses taken as part of a District internship will not be excluded for salary column advancement.

I. Occupational therapists, physical therapists, speech language pathologists, psychologists, and audiologists will receive one (1) college credit equivalent on the salary schedule for every two (2) CEUs earned, however no more than one-half (1/2) of the credits earned for column movement may be CEUs.

J. Teachers shall be given the option of using four (4) flex days that will be paid at per diem. Teachers shall use these days for normal and customary classroom duties. These days may be used at any time during the contract year (July 1 – June 30) and shall not count against the maximum 188 days. A summary of work done during these days shall be submitted to the District, and the pay shall be added to the next regular paycheck. Part time teachers shall have the days pro-rated.

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115 INITIAL PLACEMENT ON THE SALARY SCHEDULE

The initial salary schedule placement for employees will be determined by the Human Resources Department at the time of issuance of actual contracts. The following documents must be submitted to HR no later than November 1:

1. Verification of previous service;
2. Official transcripts that give evidence of the following:
 - a. An earned bachelor's degree; and
 - b. Coursework and degrees completed after the earned bachelor's degree; and
 - c. Completion of a teacher education or special services program or, in the absence of a completed program, credits demonstrating the progress toward completion of the program.
3. A copy of the teacher's current teaching certificate.

<http://www.kpbsd.k12.ak.us/departments.aspx?id=4366>

A. Column Placement

Placement on the salary schedule will be based upon credits earned after completion of an accredited teacher education program or special services program, unless an advanced degree in the subject area relative to the teacher's certification was earned before the certificate was issued.

Credits earned after completion of an accredited teacher education program or special services program will be evaluated by the Human Resources Department and must qualify under at least one of the following:

- (a) taken as a part of a completed advanced degree; or
- (b) relate to an immediate assignment.

Candidates earning their teaching certificate through the MAT (Master of Arts in Teaching) Program will be given credit for an advanced degree.

College/University credits must be accredited from one of the following six regional accreditation associations:

The Middle States Association of Colleges and Schools;
The New England Association of Schools & Colleges;

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The North Central Association of Colleges and Schools;
The Northwest Association of Schools and Colleges;
The Southern Association of Colleges and Schools; or
The Western Association of Schools and Colleges.

B. Step Placement

Initial placement on the salary schedule will recognize a maximum of five (5) full years of contracted public school or accredited teaching experience (maximum placement Step F). Partial years of service will not be recognized for salary schedule placement except for service in Alaska as provided for in 4 AAC 15.020.

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120 EXTRACURRICULAR PROGRAM

An extracurricular program is defined as a separate contract for direct supervision outside of the workday for an activity, club, or sport. There will be no payment for any student activity conducted solely during the workday.

Acceptance of an extracurricular contract is voluntary. Refusal to accept or willingness to perform an extracurricular contract shall have no bearing on continued building assignment or formal evaluation.

- A. These salaries represent the amount to be paid by the School District when the activity has been approved by the Board and the teacher has fulfilled the activity contract.
- B. No extracurricular salary will exceed or be less than the ranges specified except as provided under the terms of this agreement.
- C. The following payment method shall be used for employees receiving an extracurricular contract:
A lump sum payment will be made at the end of the activity with the regular paycheck specifying regular salary and extracurricular salary. Extracurricular pay shall not be paid early by separate check.
- D. A separate contract addendum for each extracurricular activity will be issued. Contracts will be issued prior to the beginning of the activity.
- E. When dividing a single activity between two or more sponsors, the salary shall be prorated between/among them.
- F. In the event the Board adds a new activity or program to the extracurricular agreement, or significantly redefines an existing activity, the range for this new or redefined activity will be commensurate with equal or similar activities.
- G. Providing the status of an extracurricular program is known, if a sponsor of an extracurricular activity is not to be rehired for the subsequent year, he/she will be notified in writing before the last day of the school term.
- H. The schedule of activities and the corresponding ranges shall be published on the District's website as an Appendix at the same location as the Negotiated Agreement. ~~Any change for the 2013 school year that lowers a range assignment identified in the Appendix shall be published on July 2, 2012.~~ Any change for the following school year that lowers a range assignment identified in the Appendix shall be made before the last school day of the ~~current~~ school year prior to the range change taking effect.

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- I. As positions become vacant, certificated teachers within their respective buildings who are qualified shall be given first opportunity to sponsor/coach extracurricular activities. If no certified teacher within the building is hired as a sponsor/coach, the position will be advertised.
- J. A Certified Employee's District ID shall allow the employee and dependents free admittance to all co-curricular events in the District, as long as seating is available.

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121 Extracurricular Salary Schedule

Range = % of 1st Year Teacher Base Salary

Range	Amount	Range	Amount	Range	Amount	Range	Amount
1	\$466	5	\$2,332	9	\$4,197	15	\$6,995
2	\$932	6	\$2,798	10	\$4,663		
3	\$1,400	7	\$3,264	11	\$5,129		
4	\$1,865	8	\$3,730	12	\$5,596		

High School Athletic Director's stipend will be a range 15. They would also receive 5 extra duty days for work outside their contract.

Middle School Athletic Director's will be a range 6. They would also receive 2 extra duty days for work outside their contract.

(# in parenthesis indicates how many participants a school must have to receive that stipend from the district.)

Activity	High School	Middle	Elem.
Football (22)	12		
JV Assistant (22, 40, 50)	10		
9 th Grade Assistant (60)	8		
Football Cheerleading (6)	7		
Cross Country Running (8)	11	5	
Assistant (20)	7	2	
3 rd Assistant (30)	5		
Volleyball (8)	12	7	
JV Assistant (20)	10	3	
9 th Grade Assistant (30)	8		
Swimming (10)	12		
Assistant (20)	10		
Diving (2)	8		
Wrestling (8)	12	7	
JV Assistant (20)	10	3	
3 rd Assistant (30)	8		
Basketball (8)	12	7	
JV Assistant (20)	10	3	
9 th Grade Assistant (30)	8		
Basketball Cheerleading (6)	9		
Hockey (12)	12		
JV Assistant (20)	10		
3 rd Assistant (30)	8		
Cross Country Skiing (8)	12	7	
JV Assistant (20)	10	3	
3 rd Assistant (30)	8		
Soccer (18)	11	7	
JV Assistant (30)	9	3	
3 rd Assistant (40)	7		
Track & Field (10)	11	7	
JV Assistant (18)	9	4	
3 rd Assistant (30)	7	4	
Baseball (12)	11		
JV Assistant (25)	7		

Softball (12)	11		
JV Assistant (25)	7		
Intramural	2	2	2

Non Athletic Activities

<u>Activity</u>	<u>High School</u>	<u>Middle</u>	<u>Elem.</u>
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Yearbook	4	1	
DDF	7		
Forensics		1	1
Play (2 per year)	5	1	
Drama Director Production (1 year)	5		

Music

Middle School		3	
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Small School (not attending festivals)	5		
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High School	8		
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Secondary School Combined Band & Choir	10		
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Pep Band

5-9	2		
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10+	3		
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Vocal Taping

5-10	1		
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26-49	2		
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50-99	3		
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100+	4		
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Instrumental Taping

5-10	1		
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11-20	2		
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21-30	3		
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31+	4		
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Special Performances

10-15	1		
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16+	2		
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Solo/Ensemble Festival

Number of entrants

5-15	2		
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16-30	3		
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31+	4		
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Musical Theater (1/year)

Overall Director	4		
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Vocal Director	3		
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Choreographer	2		
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Orchestra Director	2		
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Rehearsal Accompanist	2		
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Elementary Director			2
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Middle School Director		3	
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Elementary/Middle School Rehearsal Accompanist		1	1
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HS Choir Rehearsal and Performance Accompanist (year long)

4

Performance Arts – Drill/Dance Team	5		
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Student Council Advisor	5	1	
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Junior / Senior Lead Class Sponsor	2		
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*Clubs / Academic Teams (Competitive)	3	1	1
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Battle of the books, FFA, Skills USA, Robotics

*Clubs / Academic Team (Interest Clubs)	2	1	1
NHS, Foreign Language, Newspaper	2		
Technology Coordinator	4 (400+)	3 (200+)	1 (100+)
<u>Intervention</u>			

140 DISCRETIONAL MATERIALS

The School Board shall allocate a discretionary material fund in the amount of ~~\$225~~ \$300 per teacher to be used by classroom teachers, librarians, and counselors for incidental instructional materials. Half-time employees shall receive one-half the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the school's general fund.

<http://www.kpbsd.k12.ak.us/privateAssets/0/16/22/518/540/544/6B046A2D-8742-4370-945E8585784F3D09.xls>

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210 HEALTH CARE

The District health care program is self-funded. Program costs are solely a product of administrative expenses and actual claims experience as reported in the District's final annual CAFR.

A Health Care Program Committee (HCPC) shall be composed of four (4) representatives selected by the Kenai Peninsula Education Association, three (3) representatives selected by the Kenai Peninsula Education Support Association, one (1) representative selected by the Kenai Peninsula Administrator Association, and three (3) current employee representatives selected by the Superintendent. The Health Care Committee shall select a chairperson from its membership. The Plan Administrator and Benefits Manager are non-voting advisors to the committee. The HCPC shall select a chairperson from its committee of voting members.

A quorum for the meetings shall require no fewer than nine (9) committee members. The Health Care Program Committee will conduct a formal vote on any matter that could impact the cost or benefits of the health care program or on any matter that would require a change in the summary plan description. Formal votes shall require an eighty percent (80%) vote of the total voting committee members to pass.

The committee shall annually review by-laws in September of each year unless the committee deems that an alternate time would be better. The committee will meet monthly unless this is changed by the committee members in accordance with the committee's by-laws.

The Health Care Program Committee shall be empowered to determine health care benefits different from benefits in the plan in place on January 1, 2013. The committee will determine and control the health care program for all District employees covered by the program during the term of this agreement including but not limited to the following; benefits and coverage provided, cost containment measures, preferred provider programs, co-payment provisions, evaluating other health insurance programs, and implementing any wellness measures it deems beneficial to employees and the health care program. The District shall not be required to adopt changes made by the HCPC which would result in violations of established laws or regulations.

The Health Care Program Committee shall be advisory to matters related to Broker selection, Third Party Administration and Stop-Loss insurance.

The District shall not be required to adopt changes made by this committee which would result in violations of established laws or regulations.

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The District agrees to work with the Health Care Program Committee to provide reasonable time for meetings and provide adequate support, including an expert health care consultant for plan design. Administrative leave will be provided for all participants.

Total District dollar share of health plan costs is based on the negotiated District percentage as applied to actual plan costs. The District will make contributions to the health care program for each participant on a 12-month basis as follows:

~~FY13 80% per eligible employee per month~~
~~FY14 83% per eligible employee per month~~
~~FY15 85% per eligible employee per month~~

FY16 86% per eligible employee per month
FY17 87% per eligible employee per month
FY18 88% per eligible employee per month

The District will independently calculate and report their contribution amount to the health care committee.

Total employee dollar share of health plan costs is based on the negotiated employee percentage as applied to actual plan costs. Employee participants will be responsible to the health care program on a 12-month basis as follows:

~~FY13 20% per eligible employee per month~~
~~FY14 17% per eligible employee per month~~
~~FY15 15% per eligible employee per month~~

FY16 14% per eligible employee per month
FY17 13% per eligible employee per month
FY18 12% per eligible employee per month

The health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee contribution amount. The formula to calculate the rate, established by KPEA/KPESA bargaining team is set out in Appendix A.

Health Care Reserve Account: A separate employee health care reserve account shall be established and maintained. ~~The initial amount in this account as of July 1, 2012 will be \$1,246,835. This amount is based on the 2012 CAFR health care reserve account balance of \$3,603,193 divided by two and subtracting \$554,762 (the employee's portion of the rate holiday).~~ Any interest gained on this account shall be retained in this account. \$750,000 of the

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employee health care reserve account shall be set aside for use at year end for payment of the employee portion of program costs that exceed employee deposits. If the employee health care reserve falls below \$750,000, an amount needed to replenish the fund to \$750,000 will be calculated by the sub-committee and added to the employee's annual rate in the following year. Any amount in the employee health care reserve exceeding the \$750,000 balance will be used to offset future employee costs as determined by the sub-committee.

Sub Committee - The Association health care committee representatives (KPEA, KPESA, and KPAA) will have the authority to address the usage of any amount remaining above the \$750,000 requirement stated above. These monies can be used to pay down the employee share of the health care employee contribution or can be placed in the Employee Health Care Reserve account to pay down future costs or overages.

Benefits are afforded to the employee, spouse and all eligible dependents.

All employees who work twenty (20) or more hours per week or at least .50 FTE are eligible for year round health benefits, and Employees .76 FTE or above are required, as a condition of employment, to participate in the KPBSD health plan, unless they opt out of the plan by verifying health coverage that meets the minimum requirement of the Affordable Care Act, provided by an entity other than the KPBSD Health Plan.

Employees first hired with the District on or after July 1, 2010, for at working at least twenty (20) hours per week or .50 FTE, but less than thirty (30) hours per week or .75 FTE, may opt out of health care coverage altogether. The decision to opt out must be made upon initial employment, or for those currently employed, prior to June 30 of each year for the following year. Reentry will not be allowed unless a qualifying event exists or during annual enrollment periods.

An employee that is .75 FTE or above may opt out if they provide proof of health insurance from an entity other than KPBSD. Opt-out must occur before June 30 of each year for the following year. Employees may rejoin the KPBSD plan the following year during the open enrollment period or if they have a qualifying event that allows them to rejoin the plan.

For each employee that opts out, the District shall contribute an amount equal to the employer's share to the employee reserve account.

~~The choice to opt out will be made upon initial employment and will be irrevocable* unless a person is rehired after employment has been terminated more than 1 school year.~~

*Guidelines involving "qualifying event" and "pre-existing conditions" will be followed in accordance to the health plan document.

<http://www.kpbsd.k12.ak.us/employees.aspx?id=10156>

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The District shall maintain a "reward" system to protect the plan from inaccurate charges by Service Providers. The District and employee shall evenly divide any monetary benefits resulting from the correction of such charges. Errors made by the plan administrator are ineligible for this reward.

A flexible benefit account program, under the provision of Section 125 of the Internal Revenue Service Code, will continue.

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310 CAREER DEVELOPMENT

The Career Development program shall be funded annually at ~~4.0~~ 2.0 times the average salary for the term of this Agreement. The average salary shall be defined as the average of the highest and the lowest cells of the salary schedule. All unexpended funds up to \$10,000 shall roll forward to the subsequent fiscal year for the Career Development program. For career development grants, use the application at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=17926>

Career development funds shall not be used for trainings that are requested by the district or administrators unless the District chooses to supplement the career development fund with an amount to offset the requested trainings.

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320 PERSONAL LEAVE

Certificated employees shall have ~~four (4)~~ five (5) days personal leave per year cumulative to eight (8). Except in situations in which the building administrator and the Superintendent consider extenuating, personal leave will not be granted during the first two (2) weeks or the last two (2) weeks of the school year. No more than ten percent (10%) of certificated staff may take personal leave on any given day.

Unused personal leave may be cashed in at the end of the school year per the following guidelines: No more than four (4) days per year may be cashed in. The value of each day will be equivalent to the teacher's per diem. A request must be received by payroll on or before May 31. Personal days that are requested and then not used may be reissued after written application (on the form) to the Human Resources Office. Application shall be made within thirty (30) days of the unused personal day.

Teachers formally retiring from the teaching profession with vested service in the Alaska Teacher's Retirement System may choose from the two following options:

- (1) receive a cash settlement for their accrued personal leave days. This amount shall be the number of accrued personal leave days times their per diem rate; or
- (2) may submit a request no later than November 1 to exchange up to ~~five (5)~~ eight (8) personal leave days for a contract extension for site level approved projects. The remainder of personal leave would be eligible for cash out at the per diem rate.

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325 PERSONAL AND SICK LEAVE FOR LESS THAN FULL-TIME EMPLOYEES

Teachers on half-time contracts shall receive only ~~four (4)~~ five (5) half-days personal leave and twelve (12) half-days sick leave. These benefits for other employees working more than one half-time will be prorated to the proportion of their contract.

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339 AUTOMATED SUBSTITUTE SYSTEM

The District will maintain an automated substitute system for certified employees*. Full access to the system shall be available to all staff 24/7 including on the day of the absence.

*Excluded from the above automated substitute system shall be certified employees at: Port Graham, Nanwalek, Hope, Seldovia, and Tyonek.

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340 SICK LEAVE

The District shall credit, without limit, sick leave with pay to all teachers in a manner consistent with AS 14.14.107 as amended, Title 4 Alaska Administrative Code 4 AAC 15.040, and at a rate not less than one and one-third (1-1/3) days per month and consistent with the following provisions:

- A. All bargaining unit members shall be allowed to choose provisions of either the Alaska or Federal Family Medical Leave Acts, based on their eligibility for the FML.
- B. The Board shall furnish a written statement to employees at the end of each school year indicating accumulated sick leave.
- C. A teacher may use accrued sick leave for leave due to illness, accident, or medical, dental, or optical appointments.
- D. Certificated teachers will be eligible for sick leave due to personal disability caused or contributed to by pregnancy in the same manner as all other disabilities.
- E. A maximum of ten (10) days of sick leave per incident shall be granted to a teacher in the event of serious illness, accident, hospitalization or temporary confinement in his/her immediate family. Employees may be eligible to use additional leave under provision A of Section 340, and should contact Human Resources for more information. For leave of more than five (5) days, the District shall require a written statement from a licensed physician or practitioner.
- F. A maximum of three (3) days of sick leave may be used for parental purposes within the first week of the birth or adoption of a child. Employees may be eligible to use additional leave under provision A of Section 340, and should contact Human Resources for more information.
- G. All leaves contained in this section shall be subtracted from the teacher's sick leave allowance. A minimum of one hour will be used for each absence. Absences that exceed 1 hour will be recorded in 15 minute increments.
- H. For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, guardian, and ward.
- I. Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.

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- J. No past decisions regarding sick leave will be considered as precedent.
- K. Upon request by the District, the employee will submit proof that the leave was for approved purpose.
- L. Teachers with no accrued sick leave on their first contracted work day may run a negative sick leave balance up to six (6) days through December. Any remaining negative sick leave balance shall be adjusted as a loss of pay on the January pay check.
- M. Teachers in Tier III of the Alaska Teachers Retirement System are eligible for sick leave buy-out, at their discretion. Upon receiving notice of the teacher's intent to resign from the District at the end of the current contract year, the District shall compensate the teacher for his/her accumulated sick leave at the teacher's per diem rate.

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410 INVOLUNTARY TRANSFERS

When involuntary transfer or reassignment is necessary, an individual's area of competence, major/minor field of study, length of service in the District, and other relevant factors including, among other things, State and/or Federal laws, rules, regulations or administrative directives shall be considered in determining which teacher is to be transferred or reassigned.

An involuntary transfer or reassignment shall be made only after a meeting between the individual involved, the immediate supervisor, and Human Resources. The involved individual shall always be able to request attendance at the meeting by a KPEA representative. At the meeting, the individual shall be notified of the reason for transfer. If a teacher is involuntarily transferred more than twenty (20) miles from his/her place of residence moving expenses shall be paid in accordance with A.S. 14.20.148. No teacher shall be involuntarily transferred for arbitrary or capricious reasons.

Employees being involuntarily transferred due to declining enrollment will be informed of appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment. If possible, the employee being involuntarily transferred will visit the new assignment prior to transfer.

An employee transferred due to declining enrollment shall have first right of refusal if the position is reinstated at the school from which the teacher was transferred. Involuntarily transferred employees shall notify the District of their intent to return to the site by applying for available positions. Teachers shall retain this right of refusal for 18 months from the date of involuntary transfer.

A teacher that is transferred to another building shall receive two (2) day's pay at per diem.

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446 DUE PROCESS

The process of discipline shall begin when it has been determined a problem exists. An employee may be placed on paid administrative pending an investigation only when there is the potential for imminent student harm or danger. Any complaint known by the Administration, and not called to the attention of the employee within a reasonable time may not be used as the basis for any disciplinary action against the employee. Anonymous complaints may not be used as basis for disciplinary action.

An employee is entitled to Association representation at any meeting that may lead to disciplinary action. The District will schedule the meeting at a time that allows Association presence without unnecessary delays.

The District agrees to follow a standard of progressive discipline, provided however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

At Level 3 (School Board) hearings and arbitration on issues concerning discipline, the District bears the burden of proof.

No employee shall be disciplined, deprived of professional advantage, or reprimanded without just cause.

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474 IMPACT OF CLASS SIZE

The parties acknowledge that nothing contained herein shall limit the Board's prerogative and authority to set the size of any class at whatever level it desires. The parties also acknowledge that there exists a definite relationship between the students' needs and the amount of work required of the teacher.

Further, the District recognizes the importance of placing students in the Least Restrictive Environment and involving all teachers in the inclusion model.

In recognition of the significance of class size and/or student safety, and/or the inclusion model, any teacher who believes class composition and size significantly endangers, disrupts, or impedes the students' education will request a meeting with supervisory personnel and/or the shared decision-making team for the purpose of seeking feasible alternatives which may include the assignment of additional staff, modification of schedules, etc. A meeting will be scheduled as soon as possible after receipt of such request. Should a satisfactory resolution not be reached at the building level, the teacher may appeal to the Superintendent for resolution. The appeal meeting must take place within thirty (30) days.

[http://www.legis.state.ak.us/basis/folioproxy.asp?url=http://www.jnu01.legis.state.ak.us/cgi-bin/foioisa.dll/aac/query=\[JUMP:'20+aac+10!2E020'\]/doc/{@1}?firsthit](http://www.legis.state.ak.us/basis/folioproxy.asp?url=http://www.jnu01.legis.state.ak.us/cgi-bin/foioisa.dll/aac/query=[JUMP:'20+aac+10!2E020']/doc/{@1}?firsthit)

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3416

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3144

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475 TEACHER PREPARATION PERIODS

All full-time teachers at the junior high and senior high level will have five (5) unassigned preparation periods per week, or the equivalent of, after mutual agreement of the majority of staff and administration. The District will consider elementary principal/staff proposals which incorporate prep periods equivalent in duration to those of junior and senior high school teachers. All full-time elementary teachers and other teachers will be provided with at least one (1) uninterrupted thirty (30) minute preparation period per day. Such teacher preparation periods shall not occur during the first thirty (30) or the last thirty (30) minutes of the teacher's duty day. Teachers not classified in the above groups shall be provided with the same relief and preparation time to the same extent as other teachers in the District. Elementary and secondary schools staffed with six (6) or fewer certificated teachers are exempt from the above standards if the certificated staff and the school administration agree on a different plan to accomplish planning time. Certified employees in a school with six (6) or fewer certificated teachers that do not receive a minimum of a thirty (30) minute prep period described above shall receive an additional 10% of their annual salary.

When a teacher agrees to use his/her prep time to cover another class or assignment, he/she will complete the Prep Time Pay Form to request compensation. Prep time coverage is to be strictly voluntary.

Teachers serving in more than one building shall be provided adequate travel time and a minimum of five (5) minutes additional time before student contact at their additional buildings. No teacher shall be required to give up his/her preparation time, nor shall IEP, I-team, or other such meetings be scheduled during the teacher's prep time.

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490 TEACHER EVALUATION

- A. Teachers will be evaluated in accordance with the District's evaluation procedures adopted by the Board, which meet the requirements of AS 14.20.149.
- B. The evaluation must clearly indicate when information other than specific observations by the evaluator has been used and clearly identify the source of the information.
- C. If the purpose of an evaluation conference is to place a teacher on a Directed Assistance Plan or Plan for Improvement, the teacher has the right to request Association representation and shall be given at least forty-eight (48) hours to obtain such representation. No teacher shall be placed on a Plan for Improvement without: (1) an individual pre-evaluation conference with the evaluator; (2) a minimum of two observations by the evaluator; and (3) a post-evaluation conference after each observation. The areas needing improvement, the program to be followed that shall include expectations, activities and prescribed timelines, the monitoring system, and duration shall be included in the Plan for Improvement.
- D. Teachers shall have the right to respond, in writing, to an evaluation.
- E. If a change in the evaluation procedure is to be considered, the Association President shall be involved.
- F. The teacher evaluation process shall not be more limiting nor require greater than that which is required under state law or regulation regarding measurement of student learning.

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545 KPEA PROFESSIONAL LEAVE

A. Association Leave

The School Board shall grant a minimum of one and a half (1.5) days for each fifteen (15) members of the bargaining unit. The unused leave will be allowed to accumulate from year to year to facilitate negotiation years.

B. NEA Leave

NEA leave shall be granted to State officers and to members of committees and commissions as requested by the State or National Associations. A maximum of fifteen (15) days shall be approved, at District expense, to be used for official NEA State or National Association business.

C. President Release Time

The District agrees to grant a leave time request for the President of the Kenai Peninsula Education Association for each year of the current contract, if requested. The President's release time shall be granted by the District, provided that the following conditions are met: (a) the Association shall pay reimburse the District's full salary and benefits costs for the released President, except that the Association will reimburse only 50% of the President's salary and benefits if the Association demonstrates through time records that the President worked hours equivalent of a .50 FTE teacher on District committees and/or preparing for or attending labor meetings with the District; (b) the President shall not be released until the District has found an acceptable substitute who can perform the President's professional duties and responsibilities; (c) the request must be made in writing prior to April 15 of each year for the following school year. At the conclusion of the president's term, the employee shall have the first right to refuse a vacant position for which he/she is qualified at the school in which he/she previously taught.

Association

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Date

Date