KPEA Package Proposal
March 19, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND
THE KENAI PENINSULA EDUCATION ASSOCIATION

FOR THE YEARS

~~2012-2013~~ 2015-2016

THROUGH

Association

District

~~2014 2015~~ 2017-2018

Date

Date

105 TEACHER'S SALARY SCHEDULE

Association

Date

District

Date

	A	B	C	D	E	F	G	H	I
1	2015-2016								
2									
3				0.02					
4			**Step**	**C**	**C+18**	**C+36 or M**	**C+54/M**	**C+72/M**	**C+90/M**
5			**(A)**	47,568	48,975	51,337	53,018	54,700	56,385
6			**(B)**	48,975	51,338	53,018	54,700	56,385	58,068
7			**(C)**	51,337	53,019	54,700	56,385	58,068	59,752
8			**(D)**	53,018	54,701	56,385	58,068	59,752	61,438
9			**(E)**	54,700	56,385	58,068	59,752	61,438	63,120
10			**(F)**	56,385	58,068	59,752	61,438	63,120	64,801
11			**(G)**	58,066	59,776	61,438	63,120	64,801	66,481
12			**(H)**	60,541	61,438	63,120	64,801	66,481	68,169
13			**(I)**	62,190	63,120	64,801	66,481	68,169	69,849
14			**(J)**	63,806	65,589	66,481	68,169	69,849	71,533
15			**(K)**	65,392	67,238	68,169	69,849	71,533	73,213
16			**(L)**	66,946	68,856	70,639	71,533	73,213	74,898
17			**(M)**		70,440	71,957	73,213	74,898	76,581
18			**(N)**		71,994	73,605	74,898	76,581	78,268
19			**(O)**			75,223	77,370	79,055	80,743
20			**(P)**			76,807	79,018	80,704	82,258
21			**(Q)**			78,360	80,635	82,321	83,907
22			**(R)**				82,219	83,906	85,524
23			**(S)**				83,775	85,459	87,108
24			**(T)**						88,662
25			**(U)**						90,790
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				0.02					
4			Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
5			(A)	48,519	49,955	52,363	54,078	55,794	57,512
6			(B)	49,955	52,364	54,078	55,794	57,512	59,229
7			(C)	52,363	54,079	55,794	57,512	59,229	60,947
8			(D)	54,078	55,795	57,512	59,229	60,947	62,666
9			(E)	55,794	57,512	59,229	60,947	62,666	64,382
10			(F)	57,512	59,229	60,947	62,666	64,382	66,097
11			(G)	59,227	60,972	62,666	64,382	66,097	67,810
12			(H)	61,752	62,666	64,382	66,097	67,810	69,532
13			(I)	63,434	64,382	66,097	67,810	69,532	71,246
14			(J)	65,082	66,901	67,810	69,532	71,246	72,963
15			(K)	66,700	68,583	69,532	71,246	72,963	74,677
16			(L)	68,285	70,233	72,052	72,963	74,677	76,396
17			(M)		71,849	73,396	74,677	76,396	78,112
18			(N)		73,434	75,077	76,396	78,112	79,833
19			(O)			76,727	78,917	80,636	82,358
20			(P)			78,343	80,599	82,319	83,903
21			(Q)			79,928	82,248	83,968	85,585
22			(R)				83,864	85,584	87,234
23			(S)				85,450	87,168	88,850
24			(T)						90,436
25			(U)						92,606
26			(V)						94,829
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				0.02					
4			Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
5			(A)	49,489	50,954	53,411	55,159	56,909	58,663
6			(B)	50,954	53,412	55,159	56,909	58,663	60,414
7			(C)	53,411	55,161	56,909	58,663	60,414	62,166
8			(D)	55,159	56,910	58,663	60,414	62,166	63,920
9			(E)	56,909	58,663	60,414	62,166	63,920	65,670
10			(F)	58,663	60,414	62,166	63,920	65,670	67,419
11			(G)	60,411	62,191	63,920	65,670	67,419	69,166
12			(H)	62,987	63,920	65,670	67,419	69,166	70,923
13			(I)	64,703	65,670	67,419	69,166	70,923	72,670
14			(J)	66,384	68,239	69,166	70,923	72,670	74,423
15			(K)	68,034	69,955	70,923	72,670	74,423	76,170
16			(L)	69,650	71,638	73,493	74,423	76,170	77,923
17			(M)		73,286	74,864	76,170	77,923	79,674
18			(N)		74,902	76,579	77,923	79,674	81,430
19			(O)			78,262	80,496	82,249	84,005
20			(P)			79,910	82,211	83,965	85,581
21			(Q)			81,526	83,893	85,647	87,297
22			(R)				85,541	87,296	88,979
23			(S)				87,159	88,911	90,627
24			(T)						92,244
25			(U)						94,458
26			(V)						96,725
27			(W)						99,047
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. 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.

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

Association

Date

District

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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.

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.

Association

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121 EXTRACURRICULAR SALARY SCHEDULE

Extracurricular range values for employees shall be:

~~2013-2015~~

Range	Amount
~~1~~	~~352~~
~~2~~	~~439~~
~~3~~	~~703~~
~~4~~	~~879~~
~~5~~	~~1,318~~
~~6~~	~~1,758~~
~~7~~	~~2,197~~
~~8~~	~~2,637~~
~~9~~	~~3,076~~
~~10~~	~~3,516~~
~~11~~	~~3,955~~
~~12~~	~~4,394~~

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		
9th Grade Assistant (60)	8		
Football Cheerleading (6)	7		
Cross Country Running (8)	11	5	
Assistant (20)	7	2	

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3rd Assistant (30)	5		
Volleyball (8)	12	7	
JV Assistant (20)	10	3	
9th Grade Assistant (30)	8		
Swimming (10)	12		
Assistant (20)	10		
Diving (2)	8		
Wrestling (8)	12	7	
JV Assistant (20)	10	3	
3rd Assistant (30)	8		
Basketball (8)	12	7	
JV Assistant (20)	10	3	
9th Grade Assistant (30)	8		
Basketball Cheerleading (6)	9		
Hockey (12)	12		
JV Assistant (20)	10		
3rd Assistant (30)	8		
Cross Country Skiing (8)	12	7	
JV Assistant (20)	10	3	
3rd Assistant (30)	8		
Soccer (18)	11	7	
JV Assistant (30)	9	3	
3rd Assistant (40)	7		
Track & Field (10)	11	7	
JV Assistant (18)	9	4	
3rd 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

Activity	High School	Middle	Elem.
Yearbook	4	1	
DDF	7		
Forensics		1	1
Play (2 per year)	5	1	
Drama Director Production (1 year)	5		
Music			
Middle School		3	
Small School (not attending festivals)	5		
High School	8		
Secondary School Combined Band & Choir	10		
Pep Band			
5-9	2		
10+	3		
Vocal Taping			

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5-10	1		
26-49	2		
50-99	3		
100+	4		
Instrumental Taping			
5-10	1		
11-20	2		
21-30	3		
31+	4		
Special Performances			
10-15	1		
16+	2		
Solo/Ensemble Festival			
Number of entrants			
5-15	2		
16-30	3		
31+	4		
Musical Theater (1/year)			
Overall Director	4		
Vocal Director	3		
Choreographer	2		
Orchestra Director	2		
Rehearsal Accompanist	2		
Elementary Director			2
Middle School Director		3	
Elementary/Middle School Rehearsal Accompanist		1	1
HS Choir Rehearsal and Performance Accompanist (year long)	4		
Performance Arts – Drill/Dance Team	5		
Student Council Advisor	5	1	
Junior / Senior Lead Class Sponsor	2		
*Clubs / Academic Teams (Competitive)	3	1	1
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+)
Intervention			

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140 DISCRETIONAL MATERIALS

The School Board shall allocate a discretional material fund in the amount of $225 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

Association

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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.

The District will provide two plan options that covers the employee and their family: the current traditional plan (Traditional Health Plan) and a High Deductible Health Plan (HDHP). The benefits for each plan are the same excepting the deductible. The Traditional Health Plan deductible remains the same and the HDHP deductible is $1500 individual/$3000 family. Selection of plan can be changed during open enrollment or based on a qualifying event. The District will contribute $750 to a Health Reimbursement Arrangement (HRA) each year of this Agreement to any employee selecting the HDHP. If allowable by law, after five (5) years funds in the HRA will follow the employee upon separation from employment with the District.

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 –FY18 per eligible employee per month: 85% for the Traditional Health Plan which will be based on a composite cost by combing the costs of the Traditional Health Plan and the HDHP.
FY16 - FY 18 per eligible employee per month: 95% for the HDHP for the Traditional Health Plan which will be based on a composite cost by combining the costs of the Traditional Health Plan and the HDHP.

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~~

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FY16 –FY18: 15% per eligible employee per month for the Traditional Health Plan which will be based on a composite cost by combing the costs of the Traditional Health Plan and the HDHP.

FY16 - FY18: 5% per eligible employee per month for the Traditional Health Plan which will be based on a composite cost by combing the costs of the Traditional Health Plan and the HDHP.

The health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee contribution amount for both the Traditional Plan and the HDHP. ~~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 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.

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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 fifty (50) per cent of 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

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.

Association District

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310 CAREER DEVELOPMENT

The Career Development program shall be funded annually at 1.0 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

Association | District

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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.

Association

District

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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.

Association

Date

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339 AUTOMATED SUBSTITUTE SYSTEM

The District will maintain an automated substitute system for certified employees*.

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

Association

Date

District

Date

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.

Association

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Date

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446 DUE PROCESS

The process of discipline shall begin when it has been determined a problem exists. 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.

Association

Date

District

Date

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.

Association | District

Date | Date

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.

Association District

Date Date

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; (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 | District

Date | Date

650 DURATION

The Agreement will remain in full force and effect from July 1, ~~2012~~ 2015 until June 30, ~~2015~~ 2018. No later than January 15 of the year in which this Agreement terminates, either party may give notice of its desire to open negotiations with respect to a successor agreement by delivering a written request to the other party. The notification shall indicate the initial items of negotiations in which the serving party is interested and a brief description of the nature of the changes.

The parties will meet to negotiate on such termination, modification, or amendments no later than February 15 of the year in which this Agreement terminates. Those items contained in the opening notifications, and any additional items brought to the first bargaining session, shall be the only items discussed during the negotiations sessions, unless mutually agreed.

Nothing herein will preclude the termination, modification or amendment of this Agreement at any time by written mutual consent of the parties.

Association

Date

District

Date