KPEA Counter Proposal
October 14, 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

~~2014-2015~~ 2016-2017

Association

District

Date

Date

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 District

Date Date

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.

Association District

Date Date

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.

Association District

Date Date

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.

Association District

Date Date

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 District

Date Date

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	

Association District

Date Date

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			

Association

District

Date

Date

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			

Association

District

Date

Date

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

Date

Date

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

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.

TRS is in this proposal

Association

District

Date

Date