

**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

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# 105 TEACHER'S SALARY SCHEDULE

~~2014-~~  
~~2015~~

Step	C	C+18	<del>C+36 or</del> M	C+54/M	C+72/M	C+90/M
(A)	46,635	48,015	50,330	51,978	53,627	55,279
(B)	48,015	50,331	51,978	53,627	55,279	56,929
(C)	50,330	51,979	53,627	55,279	56,929	58,580
(D)	51,978	53,628	55,279	56,929	58,580	60,233
(E)	53,627	55,279	56,929	58,580	60,233	61,882
(F)	55,279	56,929	58,580	60,233	61,882	63,530
(G)	56,927	58,604	60,233	61,882	63,530	65,177
(H)	59,354	60,233	61,882	63,530	65,177	66,832
(I)	60,971	61,882	63,530	65,177	66,832	68,479
(J)	62,555	64,303	65,177	66,832	68,479	70,130
(K)	64,110	65,920	66,832	68,479	70,130	71,777
(L)	65,633	67,506	69,254	70,130	71,777	73,429
(M)		69,059	70,546	71,777	73,429	75,079
(N)		70,582	72,162	73,429	75,079	76,733
(O)			73,748	75,853	77,505	79,160
(P)			75,301	77,469	79,122	80,645
(Q)			76,824	79,054	80,707	82,262
(R)				80,607	82,261	83,847
(S)				82,132	83,783	85,400
(T)						86,924
<b>LONGEVITY</b>						88,596

2015-2016 1.5%

Increase

Step	C	C+18	<del>C+36 or</del> M	C+54/M	C+72/M	C+90/M
(A)	<u>47,335</u>	<u>48,735</u>	<u>51,085</u>	<u>52,758</u>	<u>54,431</u>	<u>56,108</u>
(B)	<u>48,735</u>	<u>51,086</u>	<u>52,758</u>	<u>54,431</u>	<u>56,108</u>	<u>57,783</u>
(C)	<u>51,085</u>	<u>52,759</u>	<u>54,431</u>	<u>56,108</u>	<u>57,783</u>	<u>59,459</u>
(D)	<u>52,758</u>	<u>54,432</u>	<u>56,108</u>	<u>57,783</u>	<u>59,459</u>	<u>61,136</u>

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(E)	<u>54,431</u>	<u>56,108</u>	<u>57,783</u>	<u>59,459</u>	<u>61,136</u>	<u>62,810</u>
(F)	<u>56,108</u>	<u>57,783</u>	<u>59,459</u>	<u>61,136</u>	<u>62,810</u>	<u>64,483</u>
(G)	<u>57,781</u>	<u>59,483</u>	<u>61,136</u>	<u>62,810</u>	<u>64,483</u>	<u>66,155</u>
(H)	<u>60,244</u>	<u>61,136</u>	<u>62,810</u>	<u>64,483</u>	<u>66,155</u>	<u>67,834</u>
(I)	<u>61,886</u>	<u>62,810</u>	<u>64,483</u>	<u>66,155</u>	<u>67,834</u>	<u>69,506</u>
(J)	<u>63,493</u>	<u>65,268</u>	<u>66,155</u>	<u>67,834</u>	<u>69,506</u>	<u>71,182</u>
(K)	<u>65,072</u>	<u>66,909</u>	<u>67,834</u>	<u>69,506</u>	<u>71,182</u>	<u>72,854</u>
(L)	<u>66,617</u>	<u>68,519</u>	<u>70,293</u>	<u>71,182</u>	<u>72,854</u>	<u>74,530</u>
(M)		<u>70,095</u>	<u>71,604</u>	<u>72,854</u>	<u>74,530</u>	<u>76,205</u>
(N)		<u>71,641</u>	<u>73,244</u>	<u>74,530</u>	<u>76,205</u>	<u>77,884</u>
(O)			<u>74,854</u>	<u>76,991</u>	<u>78,668</u>	<u>80,347</u>
(P)			<u>76,431</u>	<u>78,631</u>	<u>80,309</u>	<u>81,855</u>
(Q)			<u>77,976</u>	<u>80,240</u>	<u>81,918</u>	<u>83,496</u>
(R)				<u>81,816</u>	<u>83,495</u>	<u>85,105</u>
(S)				<u>83,364</u>	<u>85,040</u>	<u>86,681</u>
(T)						<u>88,228</u>
(U)						<u>90,345</u>

**Eligible Employees Shall Receive a Step**

**Additional Information in Section 110 Salary Conditions**

**2016-2017 1.5%**

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	<u>48,045</u>	<u>49,466</u>	<u>51,851</u>	<u>53,549</u>	<u>55,248</u>	<u>56,950</u>
(B)	<u>49,466</u>	<u>51,852</u>	<u>53,549</u>	<u>55,248</u>	<u>56,950</u>	<u>58,650</u>
(C)	<u>51,851</u>	<u>53,550</u>	<u>55,248</u>	<u>56,950</u>	<u>58,650</u>	<u>60,351</u>
(D)	<u>53,549</u>	<u>55,249</u>	<u>56,950</u>	<u>58,650</u>	<u>60,351</u>	<u>62,054</u>
(E)	<u>55,248</u>	<u>56,950</u>	<u>58,650</u>	<u>60,351</u>	<u>62,054</u>	<u>63,752</u>
(F)	<u>56,950</u>	<u>58,650</u>	<u>60,351</u>	<u>62,054</u>	<u>63,752</u>	<u>65,450</u>
(G)	<u>58,648</u>	<u>60,375</u>	<u>62,054</u>	<u>63,752</u>	<u>65,450</u>	<u>67,147</u>
(H)	<u>61,148</u>	<u>62,054</u>	<u>63,752</u>	<u>65,450</u>	<u>67,147</u>	<u>68,852</u>
(I)	<u>62,814</u>	<u>63,752</u>	<u>65,450</u>	<u>67,147</u>	<u>68,852</u>	<u>70,549</u>
(J)	<u>64,446</u>	<u>66,247</u>	<u>67,147</u>	<u>68,852</u>	<u>70,549</u>	<u>72,250</u>
(K)	<u>66,048</u>	<u>67,912</u>	<u>68,852</u>	<u>70,549</u>	<u>72,250</u>	<u>73,946</u>
(L)	<u>67,617</u>	<u>69,546</u>	<u>71,347</u>	<u>72,250</u>	<u>73,946</u>	<u>75,648</u>
(M)		<u>71,146</u>	<u>72,678</u>	<u>73,946</u>	<u>75,648</u>	<u>77,348</u>
(N)		<u>72,715</u>	<u>74,343</u>	<u>75,648</u>	<u>77,348</u>	<u>79,052</u>

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(O)	<u>75,977</u>	<u>78,146</u>	<u>79,848</u>	<u>81,553</u>
(P)	<u>77,577</u>	<u>79,811</u>	<u>81,513</u>	<u>83,082</u>
(Q)	<u>79,146</u>	<u>81,443</u>	<u>83,146</u>	<u>84,748</u>
(R)		<u>83,043</u>	<u>84,747</u>	<u>86,381</u>
(S)		<u>84,614</u>	<u>86,315</u>	<u>87,981</u>
(T)				<u>89,551</u>
(U)				<u>91,701</u>
(V)				<u>93,901</u>

**Eligible Employees Shall Receive a Step**  
**Additional Information in Section 110 Salary Conditions**

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## 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

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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> . Courses taken as part of a District internship will not be excluded for salary column advancement.

**H.** 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.

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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)~~ six (6) 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

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 1<sup>st</sup> 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 <sup>th</sup> Grade Assistant (60)	8		
Football Cheerleading (6)	7		
Cross Country Running (8)	11	5	
Assistant (20)	7	2	

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3 <sup>rd</sup> Assistant (30)	5		
Volleyball (8)	12	7	
JV Assistant (20)	10	3	
9 <sup>th</sup> Grade Assistant (30)	8		
Swimming (10)	12		
Assistant (20)	10		
Diving (2)	8		
Wrestling (8)	12	7	
JV Assistant (20)	10	3	
3 <sup>rd</sup> Assistant (30)	8		
Basketball (8)	12	7	
JV Assistant (20)	10	3	
9 <sup>th</sup> Grade Assistant (30)	8		
Basketball Cheerleading (6)	9		
Hockey (12)	12		
JV Assistant (20)	10		
3 <sup>rd</sup> Assistant (30)	8		
Cross Country Skiing (8)	12	7	
JV Assistant (20)	10	3	
3 <sup>rd</sup> Assistant (30)	8		
Soccer (18)	11	7	
JV Assistant (30)	9	3	
3 <sup>rd</sup> Assistant (40)	7		
Track & Field (10)	11	7	
JV Assistant (18)	9	4	
3 <sup>rd</sup> 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		
<b><u>Music</u></b>			
<a href="#">Middle School</a>		<a href="#">3</a>	
Small School (not attending festivals)	5		
<a href="#">High School</a>	8		
Secondary School Combined Band & Choir	10		
Pep Band			
5-9	2		
10+	3		
<a href="#">Vocal Taping</a>			

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5-10	1		
<u>26-49</u>	<u>2</u>		
50-99	<u>3</u>		
<u>100+</u>	<u>4</u>		
<hr/>			
Instrumental Taping			
5-10	<u>1</u>		
11-20	<u>2</u>		
21-30	<u>3</u>		
31+	<u>4</u>		
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Special Performances			
10-15	1		
16+	2		
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Solo/Ensemble Festival			
Number of entrants			
5-15	<u>2</u>		
16-30	<u>3</u>		
<u>31+</u>	<u>4</u>		
<hr/>			
Musical Theater (1/year)			
Overall Director	<u>4</u>		
Vocal Director	<u>3</u>		
Choreographer	<u>2</u>		
Orchestra Director	<u>2</u>		
Rehearsal Accompanist	<u>2</u>		
Elementary Director			<u>2</u>
Middle School Director		<u>3</u>	
Elementary/Middle School Rehearsal Accompanist	<u>1</u>		1
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HS Choir Rehearsal and Performance Accompanist (year long)	4		
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Performance Arts – Drill/Dance Team	5		
Student Council Advisor	5	1	
Junior / Senior Lead Class Sponsor	2		
*Clubs / Academic Teams (Competitive)	3	1	1
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Battle of the books, FFA, Skills USA, Robotics			
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*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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## 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, and 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)~~ five (5) committee members. The HCPC will select two plans from the Public Education Health Trust, one of which will be the HDHP for FY 17. Each subsequent year, beginning spring of 2017, the HCPC will review PEHT plan options per the PEHT guidelines. ~~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 plans~~ 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 PEHT covered 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.~~

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

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 pay \$1580 monthly for each covered employee for FY 17 on a 12 month basis, and that amount will be increased by 10% after year two of this Agreement. In the event the District does not provide claims history to the PEHT, the District will pay any load amount required to the PEHT. If the cost of plan coverage is greater than \$1580, the employee will pay 100% of the overage; if the plan cost is less than \$1580 the employee will be rebated the difference between plan cost and \$1580 on a monthly basis. Each employee who opts out of health coverage will receive an additional \$400 monthly based on a 12 month basis.

~~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~~

~~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~~

~~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~~

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~~\$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) HPHC will have the authority to address the usage of refund on a pro-rata basis, any amount remaining in the health care reserve account when both parties sign the ratified agreement, 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 current employees as of the signing of this Agreement by all parties, or at the earliest July 1, 2016, whichever comes later, and who work twenty (20) or more hours per week or at least .50 FTE are eligible for year round health benefits, and are required, as a condition of employment, to participate in the KPBSD health plan, except as described in the opt-out provision below. In the event the District reduces the hours of these grandfathered employees below the minimum required to have health insurance, the District will continue to provide coverage.

Employees first hired with the District on or after July 1, 2010 the signing of this Agreement, or at the earliest July 1, 2016, whichever comes later, for 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 are not provided health insurance coverage. When a grandfathered employee working 30 or more hours a week or .75 FTE resigns or retires, the District shall not create two separate positions to equal the position vacated in order to avoid paying health care.

Members who have alternate health insurance coverage meeting the minimum ACA requirements may elect to opt out of health insurance coverage. The election to opt out must be made upon initial employment, or, for those currently employed, prior to June 30 of any fiscal year for the following fiscal year. Re-enrollment in health coverage will be allowed when a qualifying event occurs or during the PEHT annual enrollment periods.

~~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.~~

Association

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\*Guidelines involving “qualifying event” and “pre-existing conditions” will be followed in accordance to the PEHT health summary 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

Date

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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)~~ five (5) 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.

For FY16 and FY17, employees will be allowed to accumulate or cash in one additional 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) 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

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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

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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; (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

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## 650 DURATION

The Agreement will remain in full force and effect from July 1, ~~2012~~ 2015 until June 30, ~~2015~~ 2017. 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

District

Date

Date