KENAI PENINSULA BOROUGH SCHOOL DISTRICT

KENAI PENINSULA EDUCATIONAL SUPPORT ASSOCIATION

2025 NEGOTIATIONS

KPBSD INITIAL PROPOSAL

FEBRUARY 13, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND

THE KENAI PENINSULA EDUCATIONAL SUPPORT ASSOCIATION

FOR THE YEARS

2025-2026~~2021-2022~~

2026-2027~~2022-2023~~

2027-2028~~2023-2024~~

ARTICLE 10 WORK RULES

A. Workday/Work Week

The District shall determine the workweek and workday. Employees shall be notified in writing a minimum of five (5) days prior to changes in assignment, including number of hours, days and/or week.

B. Vacancies

Prior to determining a vacancy, employees within a building who meet the qualifications and are currently in a position eligible for health benefits may be considered for placement in position within the same job classification. ~~Within twelve (12) working days of determining that a vacancy has or will occur the District shall post the vacancy on the KPBSD web site. Vacancy announcements shall be posted for a minimum of five (5) full working days. The District shall email all vacancy announcements to the Association President or designee.~~

1. Positions Within the Same Classification

Prior to determining a vacancy, employees within a building who meet the qualifications and are currently in a position eligible for health benefits may be considered for placement in positions within the same job classification.

Employees currently working hours below the threshold for health care benefits must apply for a position that would result in health care benefits. A one-time opportunity to opt out of health care plan will be provided to these employees if the hours worked will be less than thirty (30) hours per week.

2. Interim Positions

When an employee fills an interim position and it ends, that employee will be returned to the same or comparable position within the same geographic area. If position(s) have been eliminated, the RIF procedure will be used for reassignment. If the individual on leave does not return, those placed in interim positions shall be assigned to those positions. The time served in the interim assignment will count towards seniority and salary advancement.

C. Transfers

1. Voluntary

a. Employees who desire to apply for vacancies must submit a transfer request using the electronic application on the District website: http://www.kpbsd.k12.ak.us/departments.aspx?id=194

b. Support employees who meet the minimum qualifications shall comprise at least sixty-six (66) percent of the number of applicants interviewed. If all transferees are granted interviews, the sixty-six (66) percent rule does not apply. Employees shall not be allowed to transfer more than one time during a school year unless the new position is more than twenty (20) miles from the current assignment and/or the new position has benefits, which the current position does not have. Employees who are interviewed but not selected may request in writing reasons for not being selected. A written response will be provided.

c. The most qualified applicant shall be selected to fill the position. All things being equal, preference will be given to District employees.

d. Years of experience with the District, within the job classification, shall be considered as one of the qualifications.

2. Involuntary

a. Should it be necessary to involuntarily transfer an employee in the midst of the begin/end dates of the Personnel Action form, the employee shall be given written reasons and granted an interview prior to the involuntary transfer. The employee shall receive five (5) days notice prior to the transfer. Should the employee desire, the employee may request a meeting with the Superintendent. The employee is entitled to Association representation at the meeting.

b. An employee involuntarily transferred shall have a priority to return to the employee's previous assignment for a period of eighteen (18) months following such involuntary transfer.

D. Summer Employment

Summer work positions will be filled by current employees, whenever possible. If summer work is an extension of the same job, the employee shall receive pay presently in force for the employee's position.

E. Shift Changes

Employees shall be scheduled to work on regular shifts. Employees' work schedules shall not be changed without notice to the employee at least five (5) work shifts prior to the date the change is to be effective, unless the Superintendent, Association President and employee agree to other arrangements.

F. Show-Up Time

Employees reporting to work and not put to work shall receive two (2) hours pay at their appropriate rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of their shift. Any permanent employee starting a shift or second half of the shift shall be guaranteed a minimum of one-half the number of hours in their normal work shift or second half of the shift.

G. Leave During Emergency Closures

1. Emergency Closures

a. In the event that it becomes necessary to close the worksite(s) because of inclement weather, volcanic disruption or other natural or manmade disasters, the District administration shall make every attempt to notify the appropriate media services.

b. No employee shall be required to remain at a worksite after the students have been dismissed and the building administrator has closed the worksite because of hazardous health and safety conditions. Employees may be assigned to another worksite.

c. Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave.

d. When the District determines to make up school days missed, such scheduling of makeup days shall be accomplished with input from members of the bargaining unit in the affected buildings.

e. In case of extended closure these rules shall not apply (i.e., fire, earthquake, etc.).

2. Emergency Delayed Starts

In the event KPBSD delays the start of a school or worksite, employees are entitled to the following options:

a. If the employee believes it is safe to report to their worksite, they may report at their normally scheduled time and work their regular shift.

b. The employee may work beyond their regular shift an amount of time commensurate with the length of the delay. Normal overtime approval procedures still apply.

c. The employee has the option to work missed hours, with building administrator approval, on a weekend day within the same week and pay period.

d. The employee may follow the delay notice and delay the start of their shift. Employees electing this option will only be paid for the hours actually worked.

3. Emergency Early Release

In the event KPBSD closes a school or worksite early due to an emergency, employees are entitled to the following options:

a. If the employee and administrator believe it is safe to remain at the worksite, the employee may work their regular shift.

b. The employee has the option to work missed hours, with building administrator approval, on an alternate day within the same week and pay period. Normal overtime approval procedures still apply.

c. The employee may follow the early release directive. Employees electing this option will only be paid for the hours actually worked.

H. Stand by Time

When employees are required to stand by because of temporary breakdown or shortage of materials, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time or shift shall not be extended to make up the stand by time.

I. Call Back

An employee who is called back to work within four (4) hours after the employee's regular shift is completed shall be paid for a minimum of four (4) hours. Overtime will be paid when applicable.

J. Building Checks

When an employee is required by the District to return to the employee's building site outside of the employee's regular workday, the employee shall be paid for a minimum of two (2) hours. Overtime will be paid when applicable.

K. Job Orientation

The District will provide job orientation to each new employee. The job orientation may include participating in job-alike opportunities; job-shadowing, working with department chairs or mentors, etc.

L. Overtime Pay

Any employee required to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for each overtime hour worked. In the case where more than one employee can perform the job, the District and/or supervisor, whenever possible will distribute overtime on an equitable basis.

Consistent with the request of an employee, the District may provide compensatory time off for the non-scheduled and/or overtime work to the extent that cash payment is not required by the federal Fair Labor Standards Act.

M. District Meetings

When employees are required by the District to attend meetings for the purpose of orientation or training outside of their scheduled work calendar, they shall be compensated at their rate of pay for actual hours in attendance.

When employees are required by the District to attend meetings, they shall be compensated for their time at their regular rate of pay, including overtime when applicable.

N. Lunch Break

An uninterrupted duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour shall be allowed approximately midway, but not to exceed five (5) hours of continuous work, of each shift. Nurses may be allowed, with agreement between administrator and employee, the flexibility of taking a twenty (20) minute lunch break during their contract day. An additional twenty (20) minute lunch break shall be allowed when the school nurse works two (2) hours or more past the nurse's normal shift. Exceptions to this section can be made upon prior approval from the site administrator and Human Resources.

O. Relief Periods

All employees shall be allowed one (1) fifteen (15) minute relief break within every four (4) hour segment of work performed.

P. Pay Warrants

1. Pay Checks

a. Monthly pay warrants will be issued on actual hours worked.

b. If a regular day for pay warrants falls on a holiday or bank holiday, then the last working day before such a holiday shall be considered the day for pay warrant.

c. All new hires will have their paychecks automatically deposited in one (1) or more financial institutions of their choosing.

d. The District shall itemize all deductions, as space permits on the pay warrant so employees can clearly determine the purpose for amounts which have been withheld, and the pay warrant shall include the number of straight-line hours and dues/deductions.

2. Savings Account Option

The District shall provide an automatic savings deduction through direct deposit. Completion of a savings direct deposit form is required to initiate this process.

The savings direct deposit form is available on the District Forms page.

Q. Pay Shortages

Pay shortages shall be processed after receipt of the employee's proven complaint. Pay shortages shall be paid as soon as possible, but in no event later than the next pay period.

R. Time Sheets

Time sheets shall reflect actual hours worked. Employees can access their timesheet history on the Webpay employee portal.

S. Termination Pay

When an employee is terminated, the employee's wages become due immediately and shall be paid **in accordance with Alaska Statute 23.05.140** ~~within seventy-two (72) workday hours. Checks will be mailed return receipt; there will be no exceptions.~~

T. Transportation of Students

Educational Support employees shall not be required to transport students in their own vehicle unless warranted by medical emergency.

U. Student Instruction/Supervision

No educational support employee other than educational support Instructional staff shall be required to perform teaching duties, or to assume sole responsibility for student supervision duties.

V. Substitutes

Substitutes will be hired for all support employees unless the building administrator and the employee agree otherwise.

W. Subcontracting

The District recognizes that employees currently working for the District are valued and provide an integral component in the education family. Every effort will be made not to contract out work currently performed by bargaining unit members or that could be performed by bargaining unit members. The District will keep KPESA timely informed of matters relevant to it and its employees.

X. Forced Absences

If the building administrator, a licensed personal physician, and/or a physician selected by the District, requires an employee to leave the building because of a work-caused health hazard not normally present in the environment which causes a physical illness or complicates a physical health condition, the employee shall be provided with leave with full pay and suffer no loss in benefits (including, but not limited to sick leave) until such time as the unusual condition is eliminated.

Y. Staffing Formulas

If the District anticipates a change in the current staffing formulas for employees, the District shall meet with KPESA leadership to discuss options.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 11 DISCIPLINE AND DISCHARGE

The Association agrees that the District has the right to discipline an employee, for just cause.

A. In cases where the District determines to discharge, suspend or demote an employee, said employee shall have the charges presented in writing and tendered, at the request of the employee, in the presence of an Association member. The employee shall be given two (2) weeks notice or two (2) weeks pay prior to involuntary discharge. **In cases of an employee being under the influence of drugs and/or alcohol at work** ~~drunkenness~~, dishonesty, insubordination, abandonment of duties, or unexcused absence of more than three (3) consecutive days, the employee shall be subject to immediate suspension and/or discharge without two (2) weeks notice or two (2) weeks pay.

B. Documented chronic use of sick leave in excess of sick leave accrual and/or patterned use of sick leave may be subject to discipline and discharge.

C. Where any disciplinary action involving an educational support employee(s) is undertaken, it will be handled in a confidential manner.

D. Any educational support employee discharged, suspended or demoted shall have full access to the rights as provided in Grievance Procedures. In cases of termination, the appeal process will begin at Level II.

E. Any educational support employee found by the Board, or the Administration, to have been suspended or discharged unjustly shall be reinstated with full compensation for all lost time and full restoration of all other rights and conditions of employment.

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

G. Any complaint not called to the attention of the employee within thirty (30) days **of District administration learning of it**, may not be used as the basis for any disciplinary action against the employee.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 16 SALARY SCHEDULE

KPESA Salary Schedules:

~~Salary schedule for FY22 effective July 1, 2021 will remain the same as the FY21 salary schedule. In FY22 a one-time payment of fifteen hundred dollars ($1,500) prorated per FTE will be paid for those employed on date of ratification.~~

~~Salary schedule increases in the amount of one percent (1.0%) in FY23 effective July 1, 2022.~~

~~Salary schedule increases in the amount of two percent (2.0%) in FY24 effective July 1, 2023.~~

Proposals on salary schedules and healthcare related matters will be forthcoming.

For District:_____ For KPESA:_____

Date:_____ Date:_____

Salary Schedule RANGE	2021-2022 Initial	A	No B	Increase C	D	E	F	G	H	Longevity 2%
1	$14.89	$16.56	$17.18	$17.79	$18.60	$19.24	$20.00	$20.79	$21.61	$22.04
2	$15.70	$17.43	$18.11	$18.80	$19.65	$20.36	$21.14	$21.98	$22.88	$23.34
3	$16.03	$17.80	$18.50	$19.19	$20.07	$20.79	$21.57	$22.46	$23.35	$23.82
4	$16.62	$18.46	$19.17	$19.95	$20.86	$21.59	$22.44	$23.33	$24.29	$24.78
5	$17.15	$19.06	$19.82	$20.59	$21.56	$22.35	$23.19	$24.12	$25.09	$25.59
6	$17.72	$19.69	$20.46	$21.30	$22.30	$23.09	$23.99	$24.95	$25.97	$26.49
7	$18.31	$20.35	$21.19	$22.04	$23.07	$23.91	$24.83	$25.84	$26.88	$27.42
8	$18.96	$21.05	$21.94	$22.87	$23.97	$24.83	$25.78	$26.83	$27.90	$28.46
9	$19.66	$21.85	$22.78	$23.73	$24.86	$25.76	$26.76	$27.84	$28.96	$29.54
10	$20.42	$22.68	$23.64	$24.70	$25.87	$26.83	$27.86	$28.99	$30.14	$30.74
11	$21.76	$23.59	$24.61	$25.71	$26.92	$27.91	$29.00	$30.17	$31.40	$32.03
12	$22.09	$24.57	$25.62	$26.78	$28.08	$29.12	$30.26	$31.48	$32.75	$33.41
13	$23.00	$25.56	$26.74	$27.93	$29.29	$30.41	$31.58	$32.85	$34.19	$34.87
14	$24.04	$26.71	$27.92	$29.22	$30.66	$31.80	$33.05	$34.37	$35.76	$36.48
15	$25.12	$27.91	$29.20	$30.58	$32.06	$33.26	$34.57	$35.96	$37.40	$38.15
16	$24.04	$26.71	$27.92	$29.22	$30.55	$31.59	$32.81	$34.14	$35.52	$36.23
17	$25.17	$27.97	$29.27	$30.59	$31.93	$33.02	$34.29	$35.68	$37.11	$37.85
18	$26.57	$29.24	$30.63	$32.05	$34.00	$35.66	$37.04	$38.53	$40.08	$40.88
19	$29.26	$32.88	$34.31	$35.83	$37.51	$38.83	$40.26	$41.78	$43.38	$44.25

~~**2022-2023** **1%** **Increase**~~

~~**Salary Schedule RANGE**~~	~~**Initial**~~	~~**A**~~	~~**B**~~	~~**C**~~	~~**D**~~	~~**E**~~	~~**F**~~	~~**G**~~	~~**H**~~	~~**Longevity 2%**~~
~~**1**~~	~~**$15.04**~~	~~**$16.73**~~	~~**$17.35**~~	~~**$17.97**~~	~~**$18.79**~~	~~**$19.43**~~	~~**$20.20**~~	~~**$21.00**~~	~~**$21.83**~~	~~**$22.27**~~
~~**2**~~	~~**$15.86**~~	~~**$17.60**~~	~~**$18.29**~~	~~**$18.99**~~	~~**$19.85**~~	~~**$20.56**~~	~~**$21.35**~~	~~**$22.20**~~	~~**$23.11**~~	~~**$23.57**~~
~~**3**~~	~~**$16.19**~~	~~**$17.98**~~	~~**$18.69**~~	~~**$19.38**~~	~~**$20.27**~~	~~**$21.00**~~	~~**$21.79**~~	~~**$22.68**~~	~~**$23.58**~~	~~**$24.05**~~
~~**4**~~	~~**$16.79**~~	~~**$18.64**~~	~~**$19.36**~~	~~**$20.15**~~	~~**$21.07**~~	~~**$21.81**~~	~~**$22.66**~~	~~**$23.56**~~	~~**$24.53**~~	~~**$25.02**~~
~~**5**~~	~~**$17.32**~~	~~**$19.25**~~	~~**$20.02**~~	~~**$20.80**~~	~~**$21.78**~~	~~**$22.57**~~	~~**$23.42**~~	~~**$24.36**~~	~~**$25.34**~~	~~**$25.85**~~
~~**6**~~	~~**$17.90**~~	~~**$19.89**~~	~~**$20.66**~~	~~**$21.51**~~	~~**$22.52**~~	~~**$23.32**~~	~~**$24.23**~~	~~**$25.20**~~	~~**$26.23**~~	~~**$26.75**~~
~~**7**~~	~~**$18.49**~~	~~**$20.55**~~	~~**$21.40**~~	~~**$22.26**~~	~~**$23.30**~~	~~**$24.15**~~	~~**$25.08**~~	~~**$26.10**~~	~~**$27.15**~~	~~**$27.69**~~
~~**8**~~	~~**$19.15**~~	~~**$21.26**~~	~~**$22.16**~~	~~**$23.10**~~	~~**$24.21**~~	~~**$25.08**~~	~~**$26.04**~~	~~**$27.10**~~	~~**$28.18**~~	~~**$28.74**~~
~~**9**~~	~~**$19.86**~~	~~**$22.07**~~	~~**$23.01**~~	~~**$23.97**~~	~~**$25.11**~~	~~**$26.02**~~	~~**$27.03**~~	~~**$28.12**~~	~~**$29.25**~~	~~**$29.84**~~
~~**10**~~	~~**$20.62**~~	~~**$22.91**~~	~~**$23.88**~~	~~**$24.95**~~	~~**$26.13**~~	~~**$27.10**~~	~~**$28.14**~~	~~**$29.28**~~	~~**$30.44**~~	~~**$31.05**~~
~~**11**~~	~~**$21.98**~~	~~**$23.83**~~	~~**$24.86**~~	~~**$25.97**~~	~~**$27.19**~~	~~**$28.19**~~	~~**$29.29**~~	~~**$30.47**~~	~~**$31.71**~~	~~**$32.34**~~
~~**12**~~	~~**$22.31**~~	~~**$24.82**~~	~~**$25.88**~~	~~**$27.05**~~	~~**$28.36**~~	~~**$29.41**~~	~~**$30.56**~~	~~**$31.79**~~	~~**$33.08**~~	~~**$33.74**~~
~~**13**~~	~~**$23.23**~~	~~**$25.82**~~	~~**$27.01**~~	~~**$28.21**~~	~~**$29.58**~~	~~**$30.71**~~	~~**$31.90**~~	~~**$33.18**~~	~~**$34.53**~~	~~**$35.22**~~
~~**14**~~	~~**$24.28**~~	~~**$26.98**~~	~~**$28.20**~~	~~**$29.51**~~	~~**$30.97**~~	~~**$32.12**~~	~~**$33.38**~~	~~**$34.71**~~	~~**$36.12**~~	~~**$36.84**~~
~~**15**~~	~~**$25.37**~~	~~**$28.19**~~	~~**$29.49**~~	~~**$30.89**~~	~~**$32.38**~~	~~**$33.59**~~	~~**$34.92**~~	~~**$36.32**~~	~~**$37.77**~~	~~**$38.53**~~
~~**16**~~	~~**$24.28**~~	~~**$26.98**~~	~~**$28.20**~~	~~**$29.51**~~	~~**$30.86**~~	~~**$31.91**~~	~~**$33.14**~~	~~**$34.48**~~	~~**$35.88**~~	~~**$36.60**~~
~~**17**~~	~~**$25.42**~~	~~**$28.25**~~	~~**$29.56**~~	~~**$30.90**~~	~~**$32.25**~~	~~**$33.35**~~	~~**$34.63**~~	~~**$36.04**~~	~~**$37.48**~~	~~**$38.23**~~
~~**18**~~	~~**$26.84**~~	~~**$29.53**~~	~~**$30.94**~~	~~**$32.37**~~	~~**$34.34**~~	~~**$36.02**~~	~~**$37.41**~~	~~**$38.92**~~	~~**$40.48**~~	~~**$41.29**~~
~~**19**~~	~~**$29.55**~~	~~**$33.21**~~	~~**$34.65**~~	~~**$36.19**~~	~~**$37.89**~~	~~**$39.22**~~	~~**$40.66**~~	~~**$42.20**~~	~~**$43.81**~~	~~**$44.69**~~

~~2023-2024~~

~~Salary Schedule RANGE~~	~~2% Initial~~	~~Increase A~~	~~B~~	~~C~~	~~D~~	~~E~~	~~F~~	~~G~~	~~H~~	~~Longevity 2%~~
~~1~~	~~$15.34~~	~~$17.06~~	~~$17.70~~	~~$18.33~~	~~$19.17~~	~~$19.82~~	~~$20.60~~	~~$21.42~~	~~$22.27~~	~~$22.72~~
~~2~~	~~$16.18~~	~~$17.95~~	~~$18.66~~	~~$19.37~~	~~$20.25~~	~~$20.97~~	~~$21.78~~	~~$22.64~~	~~$23.57~~	~~$24.04~~
~~3~~	~~$16.51~~	~~$18.34~~	~~$19.06~~	~~$19.77~~	~~$20.68~~	~~$21.42~~	~~$22.23~~	~~$23.13~~	~~$24.05~~	~~$24.53~~
~~4~~	~~$17.13~~	~~$19.01~~	~~$19.75~~	~~$20.55~~	~~$21.49~~	~~$22.25~~	~~$23.11~~	~~$24.03~~	~~$25.02~~	~~$25.52~~
~~5~~	~~$17.67~~	~~$19.64~~	~~$20.42~~	~~$21.22~~	~~$22.22~~	~~$23.02~~	~~$23.89~~	~~$24.85~~	~~$25.85~~	~~$26.37~~
~~6~~	~~$18.26~~	~~$20.29~~	~~$21.07~~	~~$21.94~~	~~$22.97~~	~~$23.79~~	~~$24.71~~	~~$25.70~~	~~$26.75~~	~~$27.29~~
~~7~~	~~$18.86~~	~~$20.96~~	~~$21.83~~	~~$22.71~~	~~$23.77~~	~~$24.63~~	~~$25.58~~	~~$26.62~~	~~$27.69~~	~~$28.24~~
~~8~~	~~$19.53~~	~~$21.69~~	~~$22.60~~	~~$23.56~~	~~$24.69~~	~~$25.58~~	~~$26.56~~	~~$27.64~~	~~$28.74~~	~~$29.31~~
~~9~~	~~$20.26~~	~~$22.51~~	~~$23.47~~	~~$24.45~~	~~$25.61~~	~~$26.54~~	~~$27.57~~	~~$28.68~~	~~$29.84~~	~~$30.44~~
~~10~~	~~$21.03~~	~~$23.37~~	~~$24.36~~	~~$25.45~~	~~$26.65~~	~~$27.64~~	~~$28.70~~	~~$29.87~~	~~$31.05~~	~~$31.67~~
~~11~~	~~$22.42~~	~~$24.31~~	~~$25.36~~	~~$26.49~~	~~$27.73~~	~~$28.75~~	~~$29.88~~	~~$31.08~~	~~$32.34~~	~~$32.99~~
~~12~~	~~$22.76~~	~~$25.32~~	~~$26.40~~	~~$27.59~~	~~$28.93~~	~~$30.00~~	~~$31.17~~	~~$32.43~~	~~$33.74~~	~~$34.41~~
~~13~~	~~$23.69~~	~~$26.34~~	~~$27.55~~	~~$28.77~~	~~$30.17~~	~~$31.32~~	~~$32.54~~	~~$33.84~~	~~$35.22~~	~~$35.92~~
~~14~~	~~$24.77~~	~~$27.52~~	~~$28.76~~	~~$30.10~~	~~$31.59~~	~~$32.76~~	~~$34.05~~	~~$35.40~~	~~$36.84~~	~~$37.58~~
~~15~~	~~$25.88~~	~~$28.75~~	~~$30.08~~	~~$31.51~~	~~$33.03~~	~~$34.26~~	~~$35.62~~	~~$37.05~~	~~$38.53~~	~~$39.30~~
~~16~~	~~$24.77~~	~~$27.52~~	~~$28.76~~	~~$30.10~~	~~$31.48~~	~~$32.55~~	~~$33.80~~	~~$35.17~~	~~$36.60~~	~~$37.33~~
~~17~~	~~$25.93~~	~~$28.82~~	~~$30.15~~	~~$31.52~~	~~$32.90~~	~~$34.02~~	~~$35.32~~	~~$36.76~~	~~$38.23~~	~~$38.99~~
~~18~~	~~$27.38~~	~~$30.12~~	~~$31.56~~	~~$33.02~~	~~$35.03~~	~~$36.74~~	~~$38.16~~	~~$39.70~~	~~$41.29~~	~~$42.12~~
~~19~~	~~$30.14~~	~~$33.87~~	~~$35.34~~	~~$36.91~~	~~$38.65~~	~~$40.00~~	~~$41.47~~	~~$43.04~~	~~$44.69~~	~~$45.58~~

ARTICLE 17 PAYMENT CONDITIONS

A. Shift Differential

The District shall pay a shift differential of forty (40) cents per hour to all employees assigned to work the swing shift, and sixty (60) cents per hour to all employees assigned to work the graveyard shift.

B. Pay Step

One (1) work year with the District will qualify an employee for one (1) step on the salary schedule. New employees hired prior to January 1 who complete their Personnel Action Form will qualify for one (1) step on the salary schedule.

C. Rate of Holiday Compensation

Holidays shall be paid for at a straight time rate if not worked. Employees required to work on any of the holidays named in Article 19 shall be paid two (2) times their basic rate of pay.

An employee on unpaid status either the workday before or after a holiday shall not receive holiday pay.

D. Initial Pay Schedule Placement

All previous KPBSD experience will be recognized for initial placement on the salary schedule. The District reserves the right to start an employee at other than the Initial Step of the Pay Schedule.

E. Nurses

All school nurses hired by the School District shall be a RN (Non-BSN or a RN-BSN).

~~F. Longevity~~

~~All employees not receiving a step increase will receive a longevity increase of two percent (2.0%) in FY22, FY23, and FY24 based on the same year's salary in that row and column. A one hundred dollar ($100) flat payment will be paid per year for each year the employee remained at longevity.~~

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 17B CELL PHONE REIMBURSEMENT

The Head Custodian III**, Microcomputer Technician II, and Warehouse Driver** position**s** may be required to be available in times of emergency. Personal contact information, such as home telephone or cell phone numbers is shared with building Administration and District Office and distributed only to those who need information in the course of District business. A payment of up to $500 will be provided to **employees in the positions listed in this section** ~~Head Custodian III's~~ to assist them with their individual cell phone plan costs. Reimbursement will be made once documentation has been provided to Accounts Payable.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 22 CIVIC LEAVE

A. Jury Duty

Employees required to serve on Jury Duty or subpoenaed as a witness shall suffer no loss in regular earnings to a maximum of forty (40) hours per week.

1. If a support employee misses work because of jury duty, or is required by subpoena to give testimony before a judicial or administrative tribunal in a proceeding in which the employee is not a part, i.e., plaintiff, defendant, etc., the employee shall be paid the employee's normal compensation for any periods of work so missed.

2. When an employee is summoned as a witness or for Jury Duty, this shall constitute the employee's work shift and the employee shall not be required to report to the employee's work site for that day.

B. Community Service

If an employee is a volunteer firefighter, or is an Emergency Medical Technician the employee may be immediately released from duty in order to respond to an emergency call. Any compensation earned while performing such volunteer service shall be remitted to the District in an amount not to exceed the salary which would have been earned had the employee been on duty. Procedures for such use shall be on file in the principal's office.

C. Public Office

The Superintendent shall grant a leave of absence without pay to any employee to campaign or serve in a public office, not to exceed ten (10) employees at any time. Unpaid leave shall be granted, not to exceed five (5) days, for an employee to campaign for a candidate for public office other than the employee. **Employees who will be absent from District employment for 90 days or more due to service in public office shall be guaranteed a return a comparable position within the same geographic area, but it may not be the exact same position.**

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 25A: DONATIONS OF SICK LEAVE

Members shall be allowed to donate sick leave to and receive donations of sick leave from leave eligible members subject to the following conditions:

A. Each member wishing to donate sick leave will fill out, date and sign a leave slip showing the amount of leave to be donated. The leave slip will have written along the bottom, or in the space provided, "Leave donation to (employee name)."

B. The Association will be responsible for gathering all leave donations to be forwarded to the District. Leave donations will become available during the pay period in which the Association approved donation is received by the HR department.

C. With the exception of provisions in item I, the total amount of leave credited to the recipient's donated leave account shall not exceed twenty (20) days per school year. The member must maintain a minimum of ten (10) days sick leave in their account in order to donate. Donated leave may not be used until all accrued sick leave and sick leave bank appropriations have been exhausted.

D. The donation cannot be withdrawn, modified or otherwise returned to the donor's leave account.

E. Coercion of members to donate sick leave to another member is prohibited.

F. Any unused leave by a member who has received donated sick leave shall be forwarded to the sick leave bank at the end of the following school year.

G. The District shall provide, on an annual basis, a donated leave report to the Association reflecting donated leave activity.

H. A resigning/retiring employee is eligible to donate their sick leave balance down to zero (0) on the last day of their active KPBSD employment. **Leave may be donated to the sick leave bank or directly to another employee.**

I. Family members have the right to donate and receive an unlimited amount of sick leave days, keeping a ten (10) day balance in their account, to and from family members. For purposes of this section, members of the immediate family include husband, wife, domestic partner, fiancé, fiancée, father, mother, son, daughter, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, guardian, and ward. Additions to this list may be made by the Superintendent.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 27 HEALTH CARE

Proposals on salary schedules and healthcare related matters will be forthcoming.

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 Comprehensive Annual Finance Report.

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 HCPC 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 HCPC shall be empowered to determine health care benefits different from benefits in the plan in place on January 1, 2021. The committee will determine and control the health care program for all District employees covered bythe 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 HCPC shall be advisory to matters related to Broker selection, Third (3rd) Party Administration and Stop-Loss insurance.

The District agrees to work with the HCPC 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.

Members who have alternative health insurance coverage meeting the minimum ACA requirements may elect to waive their entitlement to District provided health insurance coverage. Alternative health insurance coverage shall not include District provided coverage which the member is entitled to by reason of the employee's status as a spouse or dependent of a District employee who is covered by the District's health insurance plan.

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.

Eighty-five percent (85%) of the health care costs are paid by the District Fifteen percent (15%) of the health care costs are paid by the employees.

High Deductible Health Plan
(85/15)

Deductible	*$1,500 / Individual* *$3,000 / Family*
Out of Pocket *(Not including deductible)*	*$2,000 / Individual* *$4,000 / Family*
HRA or HSA Contribution	*$**1,000**~~800~~ / Year*

Employees have the option of either a Health Reimbursement Arrangement (HRA) or a Health Savings Account (HSA).

Annually the District shall contribute **one-thousand dollars ($1,000)**~~eight-hundred dollars ($800)~~ to each employee's HRA or HSA.

Effective January 1, 2023 the HDHP will offer four healthcare plan tiers. The tiers will be: Employee Only, Employee and Spouse, Employee and Children, and Employee and Family.

Selection of employee tier will be made during the November 15 – December 15, 2022 Open Enrollment period.

For illustrative purposes only, if the four-tier coverage was implemented for FY22, the projected four-tier rates would have been:

Tier	Employee monthly 12-month Cost	Employee monthly 9-month Cost
Employee Only	$173.27 *	$231.03 *
Employee + Spouse	$381.20 *	$508.27 *
Employee + Children	$329.22 *	$438.96 *
Employee + Family	$554.47 *	$739.30 *

*These recommended amounts will be adjusted according to the most up to-date information provided by our brokers. The most current information is available at https://www.kpbsd.k12.ak.us/employees.aspx?id=5232.

The District will issue a Request for Proposal (RFP) for health care insurance to private and public insurance providers for change effective January 2021. The need for future RFPs will be reviewed annually.

The health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee monthly premium .

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 was $1,246,835. 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.

Upon completion of the FY22 audit, if the District's healthcare reserve account has an amount greater than three million two hundred and fifty thousand dollars ($3,250,000) and the Employees' healthcare reserve account has an amount greater than one million dollars ($1,000,000) then a premium credit of five hundred dollars ($500) for each employee will be used to offset the employee's monthly premium until the five hundred dollars ($500) is depleted. The premium credit of five hundred dollars ($500) will be split 50/50 between the District's healthcare reserve and the Employees' healthcare reserve accounts. This credit will be applied one time on January 1, 2023.

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.

As of November 7, 2016, all employees who work thirty (30) or more hours per week or at least .75 FTE are eligible for year round health benefits and are required, as a condition of employment, to participate in the KPBSD health plan. Any employee who as of November 7, 2016, has been working between twenty (20) and thirty (30) hours per week or between .50 and .75 FTE, and has previously been receiving health benefits, shall be grand parented as eligible for health benefits for the remaining length of time they are employed by the District. All such affected employees shall have a one-time option to opt out of health benefit coverage before their start of employment for the 2017-2018 school year.

*Guidelines involving "qualifying event" and "pre-existing conditions" will be followed in accordance to the health plan document, which is available at: https://www.kpbsd.k12.ak.us/employees.aspx?id=5232.

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.

Dental and vision benefits shall be provided separately from medical and prescription benefits. Employees shall have the option to elect not to receive dental and vision coverage. The cost of the dental and vision benefits shall be included in the calculation of the employer and employee contribution amounts. The employer and employee contributions will be the same for an employee who receives dental and vision coverage as it is for an employee who elects not to received dental and vision coverage.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 36 CONTRACT CONDITIONS TERM AND SAVINGS CLAUSE

The Agreement will remain in full force and effect **effective July 1, 2025** ~~retroactive from July 1, 2021~~, unless a later effective date is set forth in this Agreement, until June 30, **2028**~~2024~~.

No later than January 15th 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 15th 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.

For District:_____ For KPESA:_____

Date:_____ Date:_____

ARTICLE 37 EXTRACURRICULAR PROGRAMS

An extracurricular program is defined as a separate volunteer position outside of the employment relationship for an activity, club, or sport. 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. The nominal fees set forth in the attached Nominal Fee Schedule represent the amount to be paid by the School District when the activity has been approved by the Board and the employee has fulfilled the volunteer agreement.

B. No extracurricular fee 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 volunteer agreement:

For administrative convenience, a lump sum payment will be made at the end of the activity with the regular paycheck specifying regular salary and extracurricular fee. Extracurricular fees shall not be paid early by separate check.

D. A written volunteer agreement for each extracurricular activity will be issued prior to the beginning of the activity.

E. When dividing a single activity between two or more volunteers, the nominal fee 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 volunteer of an extracurricular activity is not being offered the same extracurricular contract 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 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.

I. As positions to sponsor/coach extracurricular activities become vacant, certificated and support staff within their respective buildings who are qualified shall be given the first opportunity **to apply**, with priority consideration given to academic relationships. If not filled within the building **within five (5) working days of the position being noticed**, the position will be advertised **outside the building**. Current employees **outside the building** will be guaranteed the opportunity to interview **as a part of the normal process for advertised positions**. Priority consideration will be given to **qualified** KPBSD employees.

J. If a lawsuit or administrative action under the Federal Fair Labor Standards Act is filed challenging the legality of this Article, this Article shall immediately and automatically become null and void, as will all extracurricular contracts issued pursuant to this Article.

Extracurricular Nominal Fee Schedule

Range	Amount
1	$388.40
2	$484.40
3	$775.71
4	$969.91
5	$1,454.32
6	$1,939.82
7	$2,424.22
8	$2,909.73
9	$3,394.14
10	$3,879.65
11	$4,364.05
12	$4,848.46

For District:_____ For KPESA:_____

Date:_____ Date:_____

AGREEMENT

KENAI PENINSULA EDUCATIONAL SUPPORT ASSOCIATION
AND
KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Ratified by:

_____

_____~~Susanna LaRock~~, President
Kenai Peninsula Educational Support Association

Date __/___/_____

_____

Zen Kelly, President
Board of Education
Kenai Peninsula Borough School District

Date __/___/_____

2024-25 6% Increase

Salary Schedule RANGE	Initial	A	B	C	D	E	F	G	H	LONGEVITY 2%
1	18.08	18.76	19.43	20.32	21.01	21.84	22.71	23.61	24.08	24.56
2	19.03	19.78	20.53	21.47	22.23	23.09	24.00	24.98	25.48	25.99
3	19.44	20.20	20.96	21.92	22.71	23.56	24.52	25.49	26.00	26.52
4	20.15	20.94	21.78	22.78	23.59	24.50	25.47	26.52	27.05	27.59
5	20.82	21.65	22.49	23.55	24.40	25.32	26.34	27.40	27.95	28.51
6	21.51	22.33	23.26	24.35	25.22	26.19	27.24	28.36	28.93	29.51
7	22.22	23.14	24.07	25.20	26.11	27.11	28.22	29.35	29.93	30.53
8	22.99	23.96	24.97	26.17	27.11	28.15	29.30	30.46	31.07	31.69
9	23.86	24.88	25.92	27.15	28.13	29.22	30.40	31.63	32.27	32.92
10	24.77	25.82	26.98	28.25	29.30	30.42	31.66	32.91	33.57	34.24
11	25.77	26.88	28.08	29.39	30.48	31.67	32.94	34.28	34.97	35.67
12	26.84	27.98	29.25	30.67	31.80	33.04	34.38	35.76	36.47	37.20
13	27.92	29.20	30.50	31.98	33.20	34.49	35.87	37.33	38.08	38.84
14	29.17	30.49	31.91	33.49	34.73	36.09	37.52	39.05	39.83	40.63
15	30.48	31.88	33.40	35.01	36.32	37.76	39.27	40.84	41.66	42.49
16	29.17	30.49	31.91	33.37	34.50	35.83	37.28	38.80	39.57	40.36
17	30.55	31.96	33.41	34.87	36.06	37.44	38.97	40.52	41.33	42.16
18	31.93	33.45	35.00	37.13	38.94	40.45	42.08	43.77	44.65	45.54
19	35.90	37.46	39.12	40.97	42.40	43.96	45.62	47.37	48.31	49.28

2024-25 Nurses Salary Schedule

Salary Schedule RANGE	Initial	A	B	C	D	E	F	G	H	LONGEVITY 2%
1	34.47	35.79	37.21	38.67	39.80	41.13	42.58	44.10	44.87	45.77
2	41.20	42.76	44.42	46.27	47.70	49.26	50.92	52.67	53.61	54.68