Included: Section 102 **Definitions Section 105 Salary Schedule Section 115 Initial Placement Section 210** Healthcare **Section 221** On the Job Injury **Section 230 Life Insurance** Section 429 Conferences Section 431 **Inservice Training and Workshops Special Education Workload** Section 432 **Academic Freedom** Section 450 Section 453 **Joint Committees** Section 490 **Employee Evaluation KPEA Professional Leave Section 545** Section 560 **Conformity to Law Orientation and Membership Materials** Section 580 Section 650 **Duration** Salary Range Assignments Schedule Appendix A

District Forms

Appendix B

102 CONTRACT DEFINITIONS FOR THE PURPOSE OF THIS AGREEMENT

- **Aggrieved Person** or **Grievants** shall mean a certificated employee or group of certificated employees filing a grievance.
- <u>B</u> Association is the organization Kenai Peninsula Education Association, also referred to as KPEA, which is recognized, for the purpose of this agreement, to represent certificated employees as recognized in Section 101 of this agreement. whose regular salary is determined by the teacher's salary schedule.
- <u>C</u> Association Representative is the President of KPEA or designee(s) including but not limited to officers, executive board members, elected or appointed members who represent the Association at the various work sites throughout the District, and affiliated association staff.
- <u>D</u> Bargaining Unit is all certificated, non-supervisory employees, as established in Section 101.
- **E Board** is the Board of Education of the Kenai Peninsula Borough School District.
- **E District** is the Kenai Peninsula Borough School District.
- **G Domestic Partner(s)** refers to two people who live together in a committed relationship intending to be emotionally and financially responsible for each other, but are not legally married.
- **<u>H</u> Employee** when used hereinafter in the Agreement shall refer to all certificated employees represented by the Kenai Peninsula Education Association.
- **Forms Page** refers to the page on the District website that contains all referenced forms, which can be found at this URL: https://kpbsd.org/document-library/
- **Highly qualified teachers** shall be defined as found in 4 AAC 04.210.
- **KPEA** or Association when used hereinafter in the Agreement shall refer to the Kenai Peninsula Education Association.
- L Separation is any discontinuance of the employment relationship between the Board and employee, which is not a termination.
- **<u>M</u> Superintendent** is the Superintendent of the Kenai Peninsula Borough School District or designee and shall hereafter be referred to as the Superintendent.
- <u>N</u> Termination is a dismissal, resignation, or other discontinuance of the employment relationship between the Board and certificated teacher is dismissal from employment pursuant to AS 14.20.170.

- O Transfer specifies a change from the building unit(s) to which a teacher is assigned.
- P Unit is an individual school or other assigned department.

105 TEACHER'S SALARY SCHEDULE

Increase of 2.5% in FY26, 2.0% in FY27, and 2.0% in FY28. Found in Appendix A.

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:

- A. Verification of previous service;
- **B.** Official transcripts that give evidence of the following:
 - 1. An earned bachelor's degree; and
 - 2. Coursework and degrees completed after the earned bachelor's degree; and
 - 3. 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.
- C. A copy of the teacher employee's current teaching certificate.

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 employee'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 seven regional accreditation associations:

The Middle States Commission on Higher Education;

The New England Commission on Higher Education;

The Higher Learning Commission;

The Northwest Commission on Colleges and Universities;

The Southern Association of Colleges and Schools Commission on Colleges;

The WASC Senior College and University Commission on Colleges; or,

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges.

STEP PLACEMENT

Initial placement on the salary schedule will recognize all creditable school experience earned with KPBSD and a maximum of twelve (12) full-time years of creditable school experience in a public school or accredited nonpublic school.

Of the maximum twelve (12) full time years of creditable school experience, the following limitations, in accordance with AS 14.20.220, apply to full years of creditable school experience earned outside of Alaska:

- a. Six (6) full time years of school experience from outside of Alaska with an earned bachelor's degree; or
- b. Eight (8) full time years of school experience from outside of Alaska with a conferred master's degree

Official transcripts documenting a conferred master's degree must be on file with Human Resources for more than six (6) full-time years of creditable school experience from outside of Alaska to be considered for initial salary placement.

A minimum of 140 full-time days must be worked as a contracted teacher <u>employee</u> in a public school or in an accredited nonpublic school, wherein the teacher <u>employee</u> was required to hold a valid teaching certificate in the state, to be considered creditable school experience. Partial years of service will not be recognized for salary schedule placement except for creditable school experience in Alaska as provided for in 4 AAC 15.020.

In determining initial placement on the Salary Schedule, Type C certificated employees with creditable school experience in public school or accredited nonpublic school shall be granted to the same limit as applies when completing initial placement for employees with teaching certificates. Type C certificated employees, when required for the work assignment, will be eligible to apply non- educational institution experience. Two (2) years of non-educational institution experience will be equivalent to one (1) year of creditable school experience, with the same limits as they apply to initial placement for employees with teaching certificates. Work experience shall be defined as work related to an employee's assignment.

Section 210 Healthcare

See separate proposal.

221WORKER'S COMPENSATION ON THE JOB INJURY

A. WORKERS' COMPENSATION

- <u>1.</u> The School District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).
- 2. A worker's compensation report must be filed in the District Office within forty-eight (48) hours of a compensatory accident. Forms shall be available in all school offices.
- <u>3.</u> The employee has two compensation options during any absence in conjunction with a work-related injury.
 - <u>a.</u> The employee may choose to take worker's compensation payments in lieu of a salary benefit and retain accrued sick leave. The worker's compensation benefit will always be lower than the sick leave benefit.
 - **<u>b.</u>** The employee may choose to take worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage.
- 4. An employee on worker's compensation shall accrue all leave benefits available for that position.

B. AMERICANS WITH DISABILITIES ACT (ADA)

The parties acknowledge that the District must comply with the Americans with Disabilities Act (ADA) and other statutes prohibiting discrimination due to an employee's disability. It is specifically recognized that the District may need to permanently or temporarily reassign or reemploy employees who have sustained work-related injuries and who are physically restricted, either temporarily or permanently, from returning to pre-injury job descriptions.

C. ASSAULT

If an employee experiences a work-related injury due to an assault, the employee may file for workers' compensation benefits under this section.

If an assault occurs during the course of performing the employee's job duties, upon request, the employee shall be granted a meeting with the District to discuss what support is available, which may include, but is not limited to:

- a. Reporting the assault to local law enforcement;
- b. Accessing Worker's Compensation; and/or
- c. Establishing a safety plan for the employee moving forward.

In the case of assault by a student, the District shall investigate and determine steps to ensure

the student's appropriate and safe placement moving forward; which may include the establishment of a safety plan for the student.

230 LIFE INSURANCE

- **A.** Life insurance coverage in an amount equal to **two times** the employee's annual salary rounded to the next highest thousand will be provided by the District at no cost to all eligible employees. An employee may increase coverage to a maximum of double the employee's annual salary by paying the additional premium. In the event of accidental death, the insurance shall pay double the specified amount.
- **B.** It is the employee's responsibility to sign and return the application card. All employees will complete and have on file in the Accounting Office a listing of beneficiaries.
- **C.** Ten thousand dollars (\$10,000) of term life insurance shall be provided for the spouse of the employee at no additional cost to the employee. This ten thousand dollar (\$10,000) coverage does not apply when both husband and wife are employees of the School District.
- **D.** Dependent coverage (optional): Dependent benefits, are as described by the carrier. The cost to the employee shall not exceed the per month premium rate established by carrier and shall cover all listed dependents.
- **E.** Conversion provisions: Any employee may obtain, within thirty (30) <u>calendar</u> days after <u>termination</u> <u>separation</u> (for any reason), an individual policy without a physical examination, subject to provisions and rates established by the insurance carrier.

429 CONFERENCES

District scheduled parent-teacher conferences shall be indicated on the school calendar.

Schools may opt for an alternate event in lieu of conferences, with the approval of the Superintendent or designee. Any alternative school-wide conference schedules or alternate events in lieu of conferences proposed by individual schools must be approved in advance by the Superintendent or designee, and the Association will be notified of any approval.

431 INSERVICE TRAINING AND WORKSHOPS

Determination as to the implementation of inservice training will be by the Superintendent.

The District will provide advance notice of the time and place of professional development trainings. The District may provide all employees the opportunity to attend and earn CEUs for a minimum of 30 hours of District-provided professional development annually, that meets DEED CEU requirements.

Building and District administration shall establish an annual process to solicit employee input on the use of professional development days. This process will include the following:

- Annual Surveys: Anonymous digital surveys will be distributed to all employees via email or a designated platform at a minimum of once per year.
- <u>Feedback Transparency: An aggregated summary of survey responses will be posted on the designated platform within 30 days of finalizing the results.</u>

At the discretion of the District administration, employees may conduct professional development for the staff throughout the District. Unless identified in their job description, no employee shall be required to plan, develop, organize, or conduct professional development (in-service) programs and/or presentations. Employees who do so will be provided with a minimum of two (2) hours of paid time, subject to prior approval, at the per diem rate for the planning and preparation of professional development.

Employees are required to complete District-mandated training as set forth through statute and Board policy. Building administrators will allocate two (2) hours per school year through staff meetings, building-directed in-service days, and other arranged times during the normally scheduled workday to work toward completion of such trainings.

432 SPECIAL EDUCATION WORKLOAD

A. It is recognized that employees working primarily with students receiving Special Education services have duties and responsibilities exceeding the normal, frequently on top of a regular teaching and preparation workload. For this reason, the following will be provided by the district to Special Education teachers and Related Services Providers:

Four (4) Saturdays will be scheduled throughout the school year — two per semester — by the Student Support Services (SSS) department. These days are designated for Special Education teachers and Related Service Providers to complete documentation associated with Individualized Education Plans (IEPs) for students on their caseloads. Participation in IEP Saturdays is voluntary and the work completed on these days will be employee-directed. Employees who participate will be compensated at their per diem rate for the full day. Employees must verify full-day attendance as requested.

450 ACADEMIC FREEDOM

- A. It is the intent of the parties to assure that teacher employees enjoy academic freedom in the District. Academic freedom shall mean that teacher employees may exercise academic freedom in pursuit of the adopted District goals and objectives. Within this context teacher employees shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content.
- B. The use of supplemental materials in accordance with this Section will not be the sole reason for discipline or poor evaluations.
- **C.** It is the intent of the parties that this Section shall be utilized only to process claims that academic freedom, as defined in paragraph A above, has been breached by some specific, definitive act or order of the Administration or Board.

453 JOINT COMMITTEES

Committee meetings set forth in this section will occur at mutually agreed times outside of the regular work day. The committees described in this section are advisory and non-binding.

A. CALENDAR COMMITTEE

The Association and the District recognize a calendar committee currently exists. The committee will discuss, review, and evaluate all data relevant to planning the district calendar. The committee shall prepare and present calendar options to the School Board for consideration and adoption. KPEA will have representation on this committee.

B. CURRICULUM REVIEW COMMITTEES

The Association and the District recognize a curriculum review committee currently exists. The committee evaluates curriculum for alignment with state standards and reviews curricular materials prior to adoption. The committee shall make and present recommendations to the school board. KPEA will have representation on this committee.

C. STAFF DEVELOPMENT COMMITTEE

The District and the Association shall form a Staff Development Committee to address professional development and to ensure that professional development days and other related activities provide relevant and high-quality professional development experiences. The Staff Development Committee shall review employee input regarding the use of the professional development days and make suggestions for improvement. KPEA will have equal representation on the committee to the District.

D. WORKLOAD REVIEW COMMITTEE

The Association is encouraged to bring any matters regarding workload to District administration. The Association may form an internal committee to consider these matters and present them to District administration.

490 TEACHER EMPLOYEE EVALUATION

- **A.** Teachers **Employees** 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 District Evaluation Handbook shall include a date by which all employees will be notified which evaluation pathway they will be on for the year. The employee evaluation pathway may change after this date, if necessary and in accordance with the District's evaluation procedures.
- **C.** 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.
- D. If the purpose of an evaluation conference is to place a teacher employee on a Directed Assistance Plan or Plan for Improvement, the teacher employee has the right to request Association Representation and shall be given at least forty-eight (48) hours to obtain such representation. No teacher employee 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.
- **E.** Teacher **Employee**s shall have the right to respond, in writing, to an evaluation.
- **<u>F.</u>** If a change in the evaluation procedure is to be considered, the Association President shall be involved.

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. **Days beyond those provided, if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any.** 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. Days beyond those provided, if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any.

C. PRESIDENT RELEASE TIME

The District agrees to grant a leave release time request for the President of the Kenai Peninsula Education Association for each year of the current contract, if requested. This release time is granted based on recognition that the employee's time in this role is spent on administrative duties that include labor representation and liaising. The President's release time shall be granted by the District, provided that the following conditions are met:

- 1. the Association shall pay the full salary and benefits costs for the released President;
- <u>2.</u> the President shall not be released until the District has found an acceptable substitute who can perform the President's professional duties and responsibilities;
- 3. the request must be made in writing prior to April 15 of each year for the following school year.

The employee shall continue to accrue credit for service toward salary increases and retirement, if and as allowable under the Division of Retirement and Benefits, while serving in this position.

At the conclusion of the president's term, the employee shall have the first right to refuse a vacant position for which the employee is qualified at the school in which the employee previously taught.

560 CONFORMITY TO LAW

This Agreement shall supersede any rules, regulations, policies, or resolutions of the District, which shall be contrary to, or inconsistent with its terms.

This Agreement will be governed and construed according to the Constitution and laws of the State of Alaska. If a provision of this Agreement is declared by a court of competent jurisdiction to be invalid, or if during the life of this Agreement any federal, state or local law is legislated in conflict with this Agreement, the remaining provisions of this Agreement shall continue in full force and effect. The parties agree to meet within thirty (30) days for the purpose of bringing the affected section into compliance with the law or court decision.

The Parties agree that should there be changes in statute, regulation, or funding, this agreement will be reopened for the express purpose of negotiating the affected sections.

580 DISSEMINATION OF ORIENTATION AND MEMBERSHIP MATERIALS

- **A.** The District will include a link to a welcome letter from the Association that includes links to membership materials and applications in their onboarding materials for new hires. If the District delivers onboarding materials in a paper format, the letter from the Association will be included.
- B. The District will provide the Association at least ten (10) days' notice of all new employee orientations.

650 DURATION

The Agreement will remain in full force and effect retroactive to <u>July 1, 2025</u> 2021, unless a later effective date is set forth in the Agreement, until <u>June 30, 2028</u> 2024.

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 negotiation 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.

APPENDIX A: SALARY SCHEDULE

FY26, FY27, and FY28 Salary Schedule.

2025-26 (2	2.5% increase	e)				
Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	54,365	55,973	58,672	60,593	62,514	64,442
(B)	55,973	58,673	60,593	62,514	64,442	66,365
(C)	58,672	60,594	62,514	64,442	66,365	68,291
(D)	60,593	62,515	64,442	66,365	68,291	70,217
(E)	62,514	64,442	66,365	68,291	70,217	72,138
(F)	64,442	66,365	68,291	70,217	72,138	74,060
(G)	66,363	68,318	70,217	72,138	74,060	75,980
(\mathbf{H})	69,193	70,217	72,138	74,060	75,980	77,909
(I)	71,077	72,138	74,060	75,980	77,909	79,829
(J)	72,923	74,962	75,980	77,909	79,829	81,754
(K)	74,737	76,847	77,909	79,829	81,754	83,676
(L)	76,511	78,696	80,733	81,754	83,676	85,599
(M)		80,506	82,237	83,676	85,599	87,524
(N)		82,283	84,123	85,599	87,524	89,450
(O)			85,972	88,425	90,352	92,282
(P)			87,782	90,308	92,238	94,013
(Q)			89,557	92,157	94,086	95,896
(R)				93,968	95,895	97,746
(S)				95,745	97,670	99,554
(T)						101,332

Step and column movement to all eligible employees LO

LONGEVITY 2% 103,359

2026-27 (2.0% increase	e)				
Step	\mathbf{C}	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	55,452	57,092	59,845	61,805	63,764	65,731
(B)	57,092	59,846	61,805	63,764	65,731	67,692
(C)	59,845	61,806	63,764	65,731	67,692	69,657
(D)	61,805	63,765	65,731	67,692	69,657	71,621
(E)	63,764	65,731	67,692	69,657	71,621	73,581
(F)	65,731	67,692	69,657	71,621	73,581	75,541
(G)	67,690	69,684	71,621	73,581	75,541	77,500
(H)	70,577	71,621	73,581	75,541	77,500	79,467
(I)	72,499	73,581	75,541	77,500	79,467	81,426
(J)	74,381	76,461	77,500	79,467	81,426	83,389
(K)	76,232	78,384	79,467	81,426	83,389	85,350
(L)	78,041	80,270	82,348	83,389	85,350	87,311
(M)		82,116	83,882	85,350	87,311	89,274
(N)		83,929	85,805	87,311	89,274	91,239
(O)			87,691	90,194	92,159	94,128
(P)			89,538	92,114	94,083	95,893
(Q)			91,348	94,000	95,968	97,814
(R)				95,847	97,813	99,701
(S)				97,660	99,623	101,545
(T)						103,359

Step and column movement to all eligible employees LONGEVITY 2% 105,426

2027-28 (2	2.0% increase	e)				
Step	\mathbf{C}	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	56,561	58,234	61,042	63,041	65,039	67,046
(B)	58,234	61,043	63,041	65,039	67,046	69,046
(C)	61,042	63,042	65,039	67,046	69,046	71,050
(D)	63,041	65,040	67,046	69,046	71,050	73,053
(E)	65,039	67,046	69,046	71,050	73,053	75,053
(F)	67,046	69,046	71,050	73,053	75,053	77,052
(G)	69,044	71,078	73,053	75,053	77,052	79,050
(H)	71,989	73,053	75,053	77,052	79,050	81,056
(I)	73,949	75,053	77,052	79,050	81,056	83,055
(J)	75,869	77,990	79,050	81,056	83,055	85,057
(K)	77,757	79,952	81,056	83,055	85,057	87,057
(L)	79,602	81,875	83,995	85,057	87,057	89,057
(M)		83,758	85,560	87,057	89,057	91,059
(N)		85,608	87,521	89,057	91,059	93,064
(O)			89,445	91,998	94,002	96,011
(P)			91,329	93,956	95,965	97,811
(Q)			93,175	95,880	97,887	99,770
(R)				97,764	99,769	101,695
(S)				99,613	101,615	103,576
(T)						105,426

Step and column movement to all eligible employees LONGEVITY 2% 107,535

APPENDIX B

All forms related to District employment may be accessed at https://kpbsd.org/document-library/

If employees require assistance accessing a form, please contact the Human Resources Office.