COLLECTIVE BARGAINING AGREEMENT
BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND

THE KENAI PENINSULA EDUCATIONAL SUPPORT ASSOCIATION

FOR THE YEARS

2025-2026

~~2021-2022~~

~~2022-2023~~

~~2023-2024~~

PROPOSAL KEY:

New language
~~Removed language~~
Existing language moved
~~Existing language original location~~
Notes Only

AGREEMENT
between

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
AND
KENAI PENINSULA EDUCATIONAL SUPPORT ASSOCIATION

The Parties enter into this agreement on this ___ day of ____, 2025.

For the District:

_____
Nate Crabtree, Lead Negotiator
Executive Director of Human Resources

_____
[NAME], Chairman of the Board
KPBSD

School Board approval: *[DATE]*

For the Association:

_____
Eva Pate, Spokesperson
KPESA

_____
Susanna Litwiniak, President
KPESA

Member ratification: *[DATE]*

TABLE OF CONTENTS

Update to match upon complete TA

PREAMBLE 3
ARTICLE 1 ADMINISTRATION 4
ARTICLE 2 DEFINITIONS 4
ARTICLE 3 ASSOCIATION RIGHTS 6
ARTICLE 4 FAIR PRACTICES 7
ARTICLE 5 MEMBERSHIP RIGHTS 8
ARTICLE 6 MANAGEMENT RIGHTS 8
ARTICLE 7 PERSONNEL FILES 8
ARTICLE 8 SAFETY AND LIABILITY 9
ARTICLE 9 TERM OF EMPLOYMENT 10
ARTICLE 9A CLASSIFICATION 11
ARTICLE 10 WORK RULES 11
ARTICLE 11 DISCIPLINE AND DISCHARGE 17
ARTICLE 12 RESIGNATION 18
ARTICLE 13 REDUCTION IN FORCE 18
ARTICLE 14 MILEAGE REIMBURSEMENT 20
ARTICLE 15 SPECIAL CERTIFICATE OR LICENSE REIMBURSEMENT 20
ARTICLE 16 SALARY SCHEDULE 20
ARTICLE 17 PAYMENT CONDITIONS 24
ARTICLE 17A DISCRETIONAL FUNDS 24
Article 17B CELL PHONE REIMBURSEMENT 25
ARTICLE 18 LEAVES AND BENEFITS 25
LENGTH OF SERVICE EARNED MONTHLY ANNUAL LEAVE 25
ARTICLE 19 HOLIDAYS 26
ARTICLE 20 PERSONAL LEAVE 26
ARTICLE 21 ASSOCIATION LEAVE 27
ARTICLE 22 CIVIC LEAVE 27
ARTICLE 23 UNPAID LEAVE OF ABSENCE 28
ARTICLE 24 LEAVE OF ABSENCE FOR RESERVE OR AUXILIARY MEMBERS OF ARMED FORCES (AS 39.20.340) 29
ARTICLE 25 SICK LEAVE 29
ARTICLE 25A: DONATIONS OF SICK LEAVE 30
ARTICLE 25B SICK LEAVE BANK 31
ARTICLE 25C USE OF SICK LEAVE FOR BEREAVEMENT 32
ARTICLE 26 PHYSICAL EXAMINATIONS REIMBURSEMENT 32

ARTICLE 27 HEALTH CARE 33
ARTICLE 28 LIFE INSURANCE 36
ARTICLE 29 TRAVEL INSURANCE 37
ARTICLE 30 WORKER'S COMPENSATION 37
ARTICLE 31 IN-SERVICE TRAINING 38
ARTICLE 32 OTHER DEDUCTIONS 38
ARTICLE 33 CAREER DEVELOPMENT PROGRAM 38
ARTICLE 34 GRIEVANCE PROCEDURES 38
ARTICLE 35 CONTRACT DISSEMINATION 41
ARTICLE 36 CONTRACT CONDITIONS TERM AND SAVINGS CLAUSE 41
ARTICLE 37 EXTRACURRICULAR PROGRAMS 42

PREAMBLE

In order to effectuate the provisions of Title 23, the Public Employment Relations Act (hereinafter the Act): and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of educational support employees of the School District, this Agreement is made and entered into by and between the District and Association.

ARTICLE 1 ADMINISTRATION

SECTION 1.1 RECOGNITION

A. The District hereby recognizes the Kenai Peninsula Educational Support Association/National Education Association-Alaska as the exclusive representative for all support employees in the Kenai Peninsula Borough School District excluding the Chief Financial Officer, Directors, secretaries for the Board/Superintendent, the Assistant Superintendent of Instruction, the Assistant Superintendent of Administrative Services, and the Chief Financial Officer, Programmer Analysts, IT Programmer, Human Resources staff, Transportation Supervisor, Student Nutrition Services Manager, Warehouse Supervisor, Payroll Specialists, Chief Accountant, Accountant, Nurse Supervisor, District-wide Pool Supervisor, Theater Manager, Data Analyst, and any person who is defined as temporary or substitute.

B. ~~**1.2**~~ The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.

~~**1.3** In the event that the District assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days or a prior agreed to pattern of days through the Human Resources Department. This pay will be retroactive back to the first day at the different classification.~~

SECTION 1.2 DISTRIBUTION OF AGREEMENT

A. All new hires, on the date of employment, shall be presented a copy of the current Agreement.

B. The district will post a copy of the Agreement on the District's Web page, within thirty (30) work days of ratification.

C. The District shall provide an electronic document version of the Agreement to the KPESA President within thirty (30) work days of ratification.

SECTION 1.3 CONFORMITY TO LAW

This Agreement will be governed and construed according to the Constitution and laws of the

State of Alaska. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby be found contrary to law, such provision or application will have effect only to the extent permitted by law, and all other provisions or applications of the Agreement will continue in full force and effect.

In the event a provision(s) is/are determined to be contrary to law as stated above, such provision will be renegotiated.

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

Any provision of this Agreement which may be contrary to law at the time of making this Agreement, but becomes lawful during the life of this Agreement, will take effect upon its lawfulness.

SECTION 1.4 DURATION

The Agreement will remain in full force and effect ~~retroactive~~ from July 1, ~~2021~~ **2025**, ~~unless a later effective date is set forth in this Agreement,~~ until June 30, ~~2024~~ **2026**.

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.

ARTICLE 2 DEFINITIONS

Assignment: Refers to Job Classification and/or location(s).

Association: Is the Kenai Peninsula Educational Support Association, **also referred to as KPESA**

Association Representative: President of KPESA or designee(s) including but not limited to

officers**,** ~~and~~ executive ~~council~~ **board** members**,** elected or appointed members who represent the Association at the various work sites throughout the District**, and affiliated association staff**.

Bargaining Unit: All educational support employees who fill positions in various job classifications, as established in ARTICLE 1.

Bargaining Unit work: Work that normally is, or could be, performed by bargaining unit members

Board: School Board of the Kenai Peninsula Borough School District.

~~**Building/Association Representative:** A duly elected or appointed employee who represents the Association at the various work sites throughout the District.~~

Day: For the purposes of this Agreement, shall mean workday, except for those instances where it is specified as "calendar" day.

District: Kenai Peninsula Borough School District.

Domestic Partner: refers to people who live together in a committed relationship intending to be emotionally and financially responsible for each other but are not legally married **and shall include fiancé and fiancée**.

Employee: When used hereinafter in the Agreement**,** shall refer to all support employees represented by the Kenai Peninsula Educational Support Association.

Forms Page: The page on the District website that contains all referenced forms, which can be found at this URL: **https://www.kpbsd.k12.ak.us/forms.aspx**

Grant Funded Employee: An employee hired in a grant funded position working twenty (20) hours or more per week is eligible for all benefits described in this agreement with the exception of health insurance for those working less than 30 hours per week, and ~~Article 13~~ **Section 4.9**.

Immediate Family: (including in-law and step relationships) parent, spouse, domestic partner, parent's sibling, first cousin, child, sibling, grandchild, grandparent, guardian, ward, and dependents living in the household. Additions to this list may be made by the Superintendent.

Immediate Supervisor: The lowest level of management personnel not in the bargaining unit, having evaluative responsibilities over any one employee or group of employees.

Interim Employee: An employee hired to replace a permanent employee on an approved leave. This person shall be eligible for all benefits as described in this agreement.

~~**KPESA:** When used hereinafter in the Agreement shall refer to the Kenai Peninsula Educational Support Association.~~

Part-Time Grant Funded Employee: An employee hired in a grant funded position working less than twenty (20) hours per week is eligible for all benefits described in this agreement with the exception of health and life insurance, and ~~Article 13~~ **Section 4.9**.

Per Diem: This refers to an employee's daily rate of pay as calculated by their range and step placement and the hours in their regularly scheduled work day, and is used for the purposes of paying for extra days of work or for calculating the value of accrued leave.

Permanent Employee: An employee who holds a budgeted position. This person shall be eligible for all benefits as described in this agreement.

Permanent Part-Time Employee: An employee who is employed less than twenty (20) hours per week in a budgeted position. This person shall be eligible for all benefits as described in this agreement with the exception of health and life insurance.

Personnel Action Form: A form issued upon employment which does not constitute a contract but is advisory to the employee concerning date of employment, pay range and step, special terms of employment where applicable, job site, job classification, **and** date of hire~~, and date of last physical exam~~.

Probationary Period: Upon hire an employee~~'s~~ **shall be subject to a** probationary period **as described in Section 4.2, which** shall continue for ninety (90) working days. ~~During the probationary period, an employee may be dismissed for lack of job skills or other just cause.~~

Resignation: A voluntary ~~action~~ statement in writing by an employee to sever employment with the ~~School~~ District.

Subcontract: Assignment of bargaining unit work, in whole or in part, to vendors, volunteers, individuals outside the bargaining unit, or members of other bargaining units.

Substitute: An employee not on a permanent contract, that is not a member of the bargaining unit, hired to temporarily carry out duties of an employee when a bargaining unit member is unavailable.

Superintendent: Superintendent of Schools or designee.

Termination: Discharge or any other action involuntarily severing employment with the School District.

Transfer: Refers to a change in Job Classification and/or location(s).

Workweek: A workweek shall be defined five (5) consecutive days unless mutually agreed upon by the supervisor and the employee.

Year: For the purposes of this Agreement, shall mean July 1 through June 30, unless otherwise specified.

ARTICLE 3 ~~ASSOCIATION RIGHTS~~ BUSINESS

SECTION 3.1 MEMBERSHIP AND DUES

A. Dues Deduction

1. All Association dues may be withheld by payroll deduction during a period of nine (9) months, September through May, upon receipt of the authorized membership application **or, for digital enrollment, an email from the employee's district email address authorizing such deductions, and at no cost to the employee or the Association**. Deductions withheld will be paid ~~monthly~~ **bi-weekly** to **or as designated by** the KPESA Treasurer**, within five (5) working days after the deductions are withheld**.

2. ~~The Association shall be notified of the names and work assignments of all new employees monthly.~~ **The dues transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee's pay.**

3. The Association shall annually notify the District as to dues~~/fee~~ amount to be deducted.

4. Employees who join KPESA after the start of the school year may authorize their dues ~~and fees~~ for association membership deducted from their paychecks in equal amounts over the months remaining in the school year.

B. ~~Continuing~~ Association Membership

The membership year is from September 1 through August 31 and is continuous after initial enrollment. A member who wishes to **drop membership and/or** stop payroll deduction of ~~the~~ dues~~/fees~~ must notify the Association and **the** District in writing. The District shall then notify the Association in writing of members dropping deductions.

The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of the employee's Association membership or lawful Association activity.

The Association and the District agree that they shall not directly or indirectly harass, coerce, or put pressure of any type on an employee to join or not to join or to support or not support the Association or any of its activities.

District employees covered by this Agreement shall not be required to become members of the Association.

No member of the bargaining unit will be disciplined because of refusal to cross a work-stoppage picket line of another union or bargaining unit. In the event of a work-stoppage picket line of a district bargaining unit, the District will meet with Association leadership to problem solve.

SECTION 3.2 ASSOCIATION RIGHTS

A. Association Representatives

The Association shall have the right to designate an Association/Building representative ~~in~~ **at** every building**/work** site. The Association will provide the Superintendent's office with the name of the Association/Building representative so designated for each site. **The Association Representative(s) may actively seek to assist in problem-solving and to represent employee's rights to the processes outlined in this agreement.**

An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.

Authorized representatives of the Association will be permitted to visit employees on site when such visits will not interfere with the employee's duty assignment or normal school operations.

Association Representatives will be granted time before or after any staff meeting, training, or other gathering to meet with their members for association business, provided it is requested in advance and that it does not interfere with the regular operation of the academic program.

B. Access to Bargaining Unit Member Information

At the beginning of each school year, the District will supply the Association with the following information for each employee in the bargaining unit:

- **Name, home address, phone number, cell phone number, and personal email address;**
- **Employee identification number, if applicable**
- **Most recent date of hire and seniority date(s), if different;**
- **Job title, current assignment, hours worked, work location, work phone number, and work email address; and**
- **Salary and any other form of compensation**

At the beginning of each school year and at least monthly thereafter, the District will supply the Association with the following information for any employee in the bargaining unit:

- **New hires, resignations, retirements, long-term unpaid leaves of absence, dismissals, and/or any other separations from employment; and any other changes in the information specified above, and the effective date of such changes.**

The District will furnish the Association with the information specified above for each new employee within one week of their date of hire.

~~**C. Inter-School Mail**~~

~~The Association may use the inter-school mail distribution consistent with United States Postal Rules and Regulations.~~

~~**D. Release Time**~~

~~An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.~~

C. ~~**E.**~~ **School Board Meetings**

A representative of the Association will be recognized on each School Board agenda, and a copy of the school board packet shall be sent to the Association president prior to each Board meeting.

D. ~~**F.**~~ **School District Budget**

It is agreed that the Association President shall receive one (1) copy of any District preliminary budget draft and the final approved budget on the same date that individual

Board members receive their copy.

E. ~~G.~~ Use of District Facilities, Systems, and Equipment

The Association and its representatives shall have the right to use ~~the school~~ **District** buildings**, facilities,** and equipment, at no cost to the Association at all reasonable hours, for Association business with advance approval of the principal.

Any equipment lost, stolen, or damaged while in use by the Association shall be repaired or replaced at Association expense.

The District agrees to furnish a bulletin board space at the employees' work site to be used by the Association.

The Association may use the **District communications systems including worksite phones, intercoms, email systems, and** inter-school mail distribution consistent with United States Postal Rules and Regulations **and other laws for the purpose of communicating with represented employees.**

~~**H. Benefit Information**~~

~~Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet, a PERS booklet when available, and a list of the KPESA officers.~~

F. ~~I.~~ Newly Hired Employees

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.

The District will provide the Association at least ten (10) days' notice of all new employee orientations. Two hours of paid time will be provided during all new employee orientations for Association leadership to share Association membership and contract information and general job orientation information.

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.

~~**J. Bulletin Boards**~~

~~The District agrees to furnish a bulletin board space at the employees' work site to be used by the Association.~~

SECTION 3.3 MANAGEMENT RIGHTS

The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of Educational Support Personnel, assignments and job descriptions.

ARTICLE 4 ~~FAIR PRACTICES~~ PERSONNEL

SECTION 4.1 NONDESCRIMINATION

The District and Association shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, similar terms and conditions of employment, or any other conditions of this Agreement on the basis of race, **ethnicity,** sex, **gender, gender identity, gender expression, sexual orientation,** color, religion, age, ~~physical handicap,~~ **disability,** marital status, ~~change in marital status,~~ political affiliation, **veteran status,** ~~or~~ national origin**, or union membership status or activism**.

Further, all personally identifiable and/or medical information as relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

~~ARTICLE 5 MEMBERSHIP RIGHTS~~

~~**A.** The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of the employee's Association membership or lawful Association activity.~~

~~**B.** The Association and the District agree that they shall not directly or indirectly harass, coerce, or put pressure of any type on an employee to join or not to join or to support or not support the Association or any of its activities.~~

~~**C.** District employees covered by this Agreement shall not be required to become members of the Association.~~

~~**ARTICLE 6 MANAGEMENT RIGHTS**~~

~~The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of Educational Support Personnel, assignments and job descriptions.~~

SECTION 4.2 TERMS OF EMPLOYMENT

A. Personnel Action Form

Each ~~educational support~~ employee and the employee's administrator will receive a "Personnel Action" form by the employee's last working day that provides employment information for the following fiscal year:

- Number of working days.
- Pay schedule (pay range and step).
- Special terms of employment where applicable.
- Location.
- Job classification.
- Date of original hire.
- Reporting date.
- ~~Date of last physical.~~

If any change in the Personnel Action Form is made during the year, the employee and the employee's administrator shall receive copies.

B. Probationary Period

Each new employee will be employed for a 90-day probationary period to determine the employee's potential in a position, as defined in Article 2. During the probationary period, an employee may be dismissed for lack of job skills or other just cause.

C. Additional Terms of Employment

1. Transportation of Students

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

2. Student Instruction/Supervision

No ~~educational support~~ employee other than educational support Instructional staff**, including Aide/Instructional, Aide/SpEd, Tutor,** shall be required to perform teaching duties, or to assume sole responsibility for student supervision duties.

3. Substitutes

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

4. Nurses

All school nurses hired by the School District shall be a **Registered Nurse** ~~RN~~ (Non-BSN or a**n** RN-BSN).

5. Workload Management

"Additional duties as assigned" in job descriptions will mean temporary or unusual needs that are not regularly part of the employee's workload.

KPESA will be given advance notice of any new programs, initiatives, curriculum, or significant changes to existing programs. A workload analysis will be discussed between the Association and the District, prior to implementation, at the building or district level, whichever is most appropriate.

KPESA will have the opportunity to discuss with the District all concerns regarding increased employee workload that may be created by implementation of programs or proposals, or by decreased staffing.

The District and the Association will meet to discuss the impact, and options such as increased hours, additional support, reduction of existing workload, and/or increased compensation will be considered as remedies to resolve the increased workload. Both parties may bring representatives of their choice to those meetings.

~~ARTICLE 7~~ SECTION 4.3 PERSONNEL FILES

A. All materials, including employee evaluations, placed in the permanent District Office employee's file and originating within the District shall be available to the employee or designee for inspection on an individual conference basis by request and appointment. Permission must be given on the established form, in writing.

B. Material originating within the District regarding an employee's conduct, service, character, or personality shall not be placed in an employee's file unless it is dated and signed by the author, or a person witnessing the delivery of the material to the employee in question. A U.S. Postal return receipt card may be used as proof of signature. The employee shall have an opportunity to read any material before it is entered into the employee's file. The employee will be requested to affix the employee's signature to the actual copy to be filed. Such signature indicates only that the material has been seen, not agreement to its content.

C. Materials included in the employee's personnel file are subject to removal at the discretion of the Superintendent. One (1) year after inclusion of material, an employee may make an appointment and meet with the Superintendent to discuss the removal of such material.

D. If the Superintendent deems it necessary to retain the material, the employee shall be informed. The employee shall have twenty (20) days to respond to the material in the file.

E. Evaluation forms and other documents pertaining to employee performance **will** remain in the employee's personnel file, except as approved **for removal** in C, above.

F. Only one official personnel file shall be maintained for each employee. The employee shall have the right to respond in writing to any material filed, and such response shall be included in the file.

G. All references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of evaluating the employee for initial employment shall not be available for inspection or response by the employee. It is also agreed that such material shall be destroyed, upon employee request after the employee has worked for the District for one (1) year.

H. Each employee shall receive a copy of ~~her/his~~ **their** evaluation.

I. It is recognized by the Association that building files are maintained. Building files will not be transferred. Materials in the building file that are not contained in the personnel file will be destroyed after ~~thirty-six (36) months~~ **twelve (12) months**.

SECTION 4.4 WORKING HOURS AND OVERTIME

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. 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.

C. ~~ARTICLE 19~~ Holidays

All employees will receive the following paid holidays if included in their work year: New Year's Day, Memorial Day, **Juneteenth,** Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas and Christmas Day. An employee on unpaid status either the workday before or after a holiday shall not receive holiday pay.

~~**Holidays Falling on Weekend** -~~ If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

D. 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.

E. 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. **All employees** ~~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~~ **an employee** works two (2) hours or more past the**ir** ~~nurse's~~ normal shift. Exceptions to this section can be made upon prior approval from the site administrator and Human Resources.

F. Relief Periods

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

G. Time Sheets

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. District Meetings

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

~~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. 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.

~~ARTICLE 8 SAFETY AND LIABILITY~~

~~A. Employee Negligence~~

~~Except for acts of proven negligence or deliberate action, employees shall not be responsible for stolen or damaged property, lost credit cards or other credit documents if the employee promptly reports such damage or loss to the District.~~

~~B. Employee Safety~~

~~1. The District shall provide all clothing, when required by State Law or Regulation, tools, and equipment required, which will be maintained in a safe and satisfactory condition.~~

~~2. Safety devices and first aid equipment, as determined by the District, shall be provided at District expense. Employees shall be responsible for tools and equipment so supplied; ordinary wear and tear will be expected. Tools or~~

equipment which become damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

3. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in an unsafe work environment as determined by State or Federal regulations. Employees who fail to comply with established equipment operations or work environment rules will be subject to District disciplinary procedures.

4. Employees shall be required to turn in equipment condition reports and unsafe work environments when requested by the District.

C. Safety Committee

1. This committee is to make recommendations in matters concerning the safety of employees during the performance of their duties. The Safety Committee shall meet on an "as needed basis".

2. KPESA will be entitled representation on the Safety Committee of two (2) KPESA members. In no event will KPESA have fewer members than any other bargaining unit.

D. Dispensing of Medication

The District recognizes that nurses dispensing of medication is the preferred option of the District. Employees working in the school buildings may be required to issue medication to students in accordance with the direction of a parent or a guardian. The District is responsible for the proper instruction of employees so required. The District shall indemnify employees who issue medication as directed and instructed as well as employees who train in the dispensing of medication. In schools without a full time nurse, the secretary may request temporary secretarial assistance.

E. Personal Property Reimbursement

The School Board shall not be responsible for the reimbursement of any employee personal property which may be stolen, destroyed or maliciously damaged while being used in District schools except in the event the personal property is medically necessary. The District shall reimburse employees for damaged medically necessary personal property, so long as reasonable precautions have been taken to ensure protection of said property.

ARTICLE 9 TERM OF EMPLOYMENT

D. Personnel Action Form

Each educational support employee and the employee's administrator will receive a "Personnel Action" form by the employee's last working day that provides employment information for the following fiscal year:

1. Number of working days.

2. Pay schedule (pay range and step).

3. Special terms of employment where applicable.

4. Location.

5. Job classification.

6. Date of original hire.

7. Reporting date.

8. Date of last physical.

If any change in the Personnel Action Form is made during the year, the employee and the employee's administrator shall receive copies.

Should the District be unable to comply with the above notification date for good and sufficient reasons they shall notify the Association in writing, explaining the reasons for the delay and the expected date of compliance. In no event will the notification to the Association be later than May 30.

E. Probationary Period

Each new employee will be employed for a probationary period to determine the employee's

potential in a position, as defined in Article 2.

ARTICLE 9A CLASSIFICATION

An advisory classification committee will consist of a committee of support personnel and administrators. The Association shall select five (5) support personnel within different job

~~classifications to serve on the committee. In addition to the support personnel, two (2) or more representatives should be appointed by the Superintendent. The number of administrators shall not exceed the number of support personnel.~~

~~The committee shall meet once a year in January to consider any classification requests. All requests must be submitted in writing to Human Resources before December 15.~~

~~After the committee has met and reached consensus on classification recommendations, the committee will meet with the Superintendent prior to the end of the school year to present its recommendation(s). Any changes approved by the Superintendent shall become effective July 1 of the coming year. All decisions by the Superintendent are final.~~

~~This Article is not subject to the grievance procedure.~~

~~**ARTICLE 10 WORK RULES**~~

SECTION 4.5 VACANCIES

A. 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.

~~**B. 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. Subcontracting

The District recognizes that ~~employees currently working for the District are valued and provide an integral component in the education family~~ **providing existing employees opportunities to maximize their available working hours is mutually beneficial**. Every effort will be made not to ~~contract out~~ **subcontract bargaining unit** work **unless thorough efforts to directly employ or offer the work to members of the bargaining unit have been made first.** ~~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.~~

When a posted position has not resulted in the direct hire of a qualified on-site candidate, the District shall inform the Association leadership of the length of time position(s) were posted, attempts that have been made to advertise and recruit available and qualified candidates, and their intent to subcontract non-bargaining unit members for the position(s).

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.

SECTION 4.6 TRANSFERS

A. Voluntary

1. 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

2. ~~Support e~~ 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.

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

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

B. Involuntary

1. 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.

2. 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.

~~**C. 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.~~

~~**D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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 adminis- trator 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 Re- sources.

N. Relief Periods

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

O. 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 spacepermits on the paywarrant 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.

P. 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.

~~Q. Time Sheets~~

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

~~R. Termination Pay~~

~~When an employee is terminated, the employee's wages become due immediately and shall be paid within seventy-two (72) workdayhours. Checks will be mailed return receipt; there will be no exceptions.~~

~~S. Transportation of Students~~

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

~~T. 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.~~

~~U. Substitutes~~

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

~~V. 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.~~

~~W. 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.~~

~~**X. 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.~~

~~ARTICLE 11~~ SECTION 4.7 DISCIPLINE AND DISCHARGE

~~The Association agrees that the District has the right to discipline an employee, for just cause.~~ **No employee will be disciplined, deprived of professional advantage, reprimanded, transferred in lieu of discipline, demoted, or discharged without just cause.**

A. 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.

B. Any complaint not called to the attention of the employee within thirty (30) days, may not be used as the basis for any disciplinary action against the employee.

C. An employee is entitled to Association Representation at any meeting that may lead to disciplinary action. The District will schedule the meeting at a time that allows Association presence without unnecessary delays.

D. 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~~ **Representative**. The employee shall be given two (2) weeks**'** notice or two (2) weeks**'** pay prior to involuntary discharge. In cases of 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.

E. 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.

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

G. Any ~~educational support~~ employee **disciplined,** 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.

H. 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.

~~**I.** 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.~~

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

~~ARTICLE 12~~ SECTION 4.8 RESIGNATION

~~**A.** A resignation is a voluntary statement in writing on the part of an employee that the employee desires to sever employment with the District.~~

B. The employee shall give the District two (2) weeks**'** notice before leaving ~~her/his~~ employment. Employees leaving without two (2) weeks**'** notice may not be eligible for re-hire.

C. This notice period may be shortened through mutual agreement beforehand between the District and the employee.

~~**D.** Upon resignation after twenty (20) school year of service with the District or upon retirement from the District through PERS, an educational support employee shall be paid sixty-seven percent (67%) of the employee's normal hourly rate for unused sick leave.~~

~~**E.** If the State grants credit for unused sick leave under PERS, the employee shall be allowed to apply for retirement credit all or a portion of accrued sick leave.~~

~~**F.** Upon resignation, employees with at least fifteen (15) years, but less than twenty (20) years of service, may donate twenty-five percent (25%) of their accumulated, unused sick leave to the sick leave bank.~~

~~ARTICLE 13~~ SECTION 4.9 REDUCTION IN FORCE

A. Definitions

Qualified for the purposes of this ~~procedure~~ **section** shall mean the ~~educational support personnel~~ **employee** has previous satisfactory District experience in job classification and/or

demonstrates skills required for the position.

Seniority shall be defined as length of ~~continuous~~ **total** service part-time or full-time, or a combination of both, measured from ~~most recent~~ **the initial** date of employment. District-approved professional, educational, sabbatical, health or military leave shall not be considered as interruption of service and time on such leaves shall be counted toward seniority.

B. Seniority List

1. The District shall prepare and maintain the seniority list. The initial seniority list shall be prepared and distributed to the Association each year within thirty (30) days of the first day of school. The list will be updated each January.

2. All employees shall have a seniority ~~date~~ **ranking**, established ~~as~~ **by** the ~~date of hire~~ **total number of years employed in the district since their date of initial hire, rounded to two decimal places**.

3. All employees shall be assigned to one (1) of three (3) major geographic zones: Homer, Central Peninsula, and Seward.

4. The Seniority list shall indicate an employee's seniority **ranking with total years of employment**, job classification, **geographic zone assignment,** and range.

C. Layoff *

A reduction in force includes elimination of a position or a reduction in hours below eligibility for health benefits. Whenever possible, layoff will be accomplished through normal attrition. Further, the District shall attempt to lessen the impact and extent of a layoff through voluntary transfers, encouragement of unpaid leaves, and early retirement when available. The District shall consider seniority transfer requests of qualified employees at affected sites in lessening the RIF impact. Should a layoff be determined necessary by the District for a reason not prohibited by law, the following procedure**s** will apply:

Should RIF be necessary for employees and positions at~~:~~ Port Graham, Nanwalek**,** Hope**,** Seldovia, and Tyonek~~. Should RIF be necessary at these sites~~, the least senior employee **at the site** shall be laid off.

For all other sites, the following will apply:

~~**1.** All employees shall have a seniority date, established as the date of hire.~~

~~**2.** All employees shall be assigned to one (1) of three (3) major geographic zones: Homer, Central Peninsula, and Seward.~~

~~**3.** The District shall prepare and maintain the seniority list. The initial seniority list shall be prepared and distributed to the Association each year within thirty (30) days of the first day of school. The list will be updated each January.~~

~~**4.** The Seniority list shall indicate an employee's seniority, job classification, and range.~~

1. ~~In the event of a necessary reduction in work force, t~~ **T**he District shall first lay off the least senior employees within the job classification and geographic area affected.

2. In the event of more than one (1) individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and affected employees shall be notified of the drawing in writing and shall have the opportunity to be present.

~~*Excluded from participation in the above RIF provision shall be employees and positions at: Port Graham, Nanwalek, Hope, Seldovia, and Tyonek. Should RIF be necessary at these sites, the least senior employee shall be laid off.~~

B. Rehire

~~**1.** Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. If the new position is more than twenty-five (25) miles from the previous work site, the employee may refuse to take the offered position and still retain all rehire rights. The employee must accept the offer of position within three (3) working days of notification by certified letter, or forfeit rehire rights.~~

1. Laid off employees shall remain on a rehire list ~~eighteen (18) months~~ **two (2) years** following the layoff. It is the laid off employee's responsibility to inform the District of the current address and phone number of contact. **The District will maintain an accurate rehire list and shall share it with the Association, upon request.** ~~If the District attempts to contact the employee at the last known address and/or phone number and cannot because of invalid information,~~ t **T**he employee will be removed from the rehire list **after two (2) years.**

2. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. If the new position is more than twenty-five (25) miles from the previous work site, the employee may refuse to take the offered position and still retain all rehire rights. The employee must accept the offer of position within three (3) **five (5)**

working days of notification by certified letter, or forfeit rehire rights.

~~**3.** It is the responsibility of the laid off employee to inform the School District of interest in and availability for rehire, before March 15 annually, in order to retain rehire rights. Failure to inform the District will result in loss of rights to preferential hire.~~

~~**B. Definitions**~~

~~**Qualified** for the purposes of this procedure shall mean the educational support personnel has previous satisfactory District experience in job classification and/or demonstrates skills required for the position.~~

~~**Seniority** shall be defined as length of continuous service part-time or full-time, or a combination of both, measured from most recent date of employment. District approved professional, educational, sabbatical, health or military leave shall not be considered as interruption of service and time on such leaves shall be counted toward seniority.~~

~~**ARTICLE 8**~~ **SECTION 4.10 SAFETY AND LIABILITY**

A. Employee Negligence

Except for acts of proven negligence or deliberate action, employees shall not be responsible for stolen or damaged property, lost credit cards or other credit documents if the employee promptly reports such damage or loss to the District.

B. Employee Safety

1. The District shall provide all clothing, when required by State Law or Regulation, tools, and equipment required, which will be maintained in a safe and satisfactory condition.

2. Safety devices and first aid equipment, as determined by the District, shall be provided at District expense. Employees shall be responsible for tools and equipment so supplied; ordinary wear and tear will be expected. Tools or equipment which become damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

3. No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in an unsafe work environment as determined by State or Federal regulations. Employees who fail to comply with established equipment operations or work environment rules will be subject to District disciplinary procedures.

4. Employees shall be required to turn in equipment condition reports and unsafe work environments when requested by the District.

C. District Safety Committee

1. Employees should raise safety concerns at their site to the building administration. If concerns are not addressed to the employee's satisfaction, they will have the right to forward their concerns in writing to the District Safety Committee.

2. This **District-level** committee is to make recommendations in matters concerning the safety of employees during the performance of their duties. The **District** Safety Committee shall meet ~~on an "as needed basis"~~ **monthly from September to May, and "as needed" during the summer months**.

3. KPESA will be entitled representation on the **District** Safety Committee of **at least** two (2) KPESA members. In no event will KPESA have fewer members than any other bargaining unit.

D. Dispensing of Medication

The District recognizes that nurses dispensing of medication is the preferred option of the District. Employees working in the school buildings may be required to issue medication to students in accordance with the direction of a parent or a guardian. The District is responsible for the proper instruction of employees so required. The District shall indemnify employees who issue medication as directed and instructed as well as employees who train in the dispensing of medication. In schools without a full-time nurse, the secretary may request temporary secretarial assistance**, in order to safely dispense medications without interruption or distraction**.

E. Personal Property Reimbursement

The School Board shall not be responsible for the reimbursement of any employee personal property which may be stolen, destroyed or maliciously damaged while being used in District schools except in the event the personal property is medically necessary. The District shall reimburse employees for damaged medically necessary personal property, so long as reasonable precautions have been taken to ensure protection of said property.

~~ARTICLE 37~~ SECTION 4.11 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~~ **agreement** is voluntary. Refusal to accept or willingness to ~~perform~~ **accept** an extracurricular ~~contract~~ **agreement** shall have no bearing on continued building assignment or formal evaluation.

A. The nominal fees set forth in the ~~attached~~ Nominal Fee Schedule **and Range Assignments in Appendix B** 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.~~ **A lump-sum payment will be made at the end of the activity by a check separate from the employee's regular wages.**

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~~ **agreement** for the subsequent year, ~~he/she~~ **they** will be notified in writing before the last day of the school term. **No volunteer in an extracurricular program shall be non-retained without just cause.**

~~**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.~~

H. 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, with priority consideration given to academic relationships. If not filled within the building, the position will be advertised. Current employees will be guaranteed the opportunity to interview. Priority consideration will be given to KPBSD employees.

I. In addition to the regularly scheduled program of extracurricular activities, building administrators may be empowered to seek volunteers among existing employees for a "supplemental extracurricular supervisory" role on an hourly basis. The fee for this role shall be twenty-five dollars ($25) per hour and hourly employees shall only be eligible for this role for up to a combined total of forty (40) hours per week with their regularly assigned duties. The administrator shall give written advanced approval for this role and it is the responsibility of the employee to ensure that this role does not cause them to exceed the combined maximum total hours weekly.

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 ~~contract~~ **agreement**s issued pursuant to this Article.

ARTICLE 5 COMPENSATION

SECTION 5.1 PAYMENT CONDITIONS

A. Salary Ranges and Schedules

Salary ranges and schedules are found in Appendix A.

B. Working out of Class

In the event that the District assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days or a prior agreed to pattern of days through the Human Resources Department. This pay will be retroactive back to the first day at the different classification.

C. Pay Warrants

1. Pay Checks

a. ~~Monthly~~ **Bi-weekly** 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.

D. 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.

E. Termination Pay

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

F. Shift Differential

The District shall pay a shift differential of ~~forty (40) cents per hour~~ **a 3.75% increase over their basic hourly wage** to all employees assigned to work the swing shift, and ~~sixty (60) cents per hour~~ **a 7.5% increase over their basic hourly wage** to all employees assigned to work the graveyard shift.

G. 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.

H. 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~~ **Section 4.4** 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.

I. Initial Pay Schedule Placement

All ~~previous KPBSD~~ **verifiable and relevant industry, clinical, professional, and/or school** 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.~~

Current employees that did not previously receive credit for verifiable years of experience shall have all not-previously-credited years of service credited and shall be moved to the appropriate step on the salary schedule. When employees submit verification of years of service, the step change shall be applicable retroactively to the start of the school year.

J. National Board Certification of School Nurses

The district shall add five thousand dollars ($5,000) to the salary of each nurse who holds a current and valid national board certification. The district shall reimburse each nurse who is pursuing an initial national board certification or renewal of a national board certification for the costs they have paid to a nationally recognized board in pursuing or renewing the certification, including the costs of course materials, registration, and testing. "National board certification" means individual achievement of national professional, teaching, or educational job-role standards as certified by a nationally recognized board, and shall include National Board for Certification of School Nurses (NBCSN) and all other similar national certifications.

K. Longevity

All employees not receiving a step increase will receive a longevity increase of two percent (2.0%) in ~~FY22, FY23, and FY24~~ **FY26** 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.

~~ARTICLE 14 MILEAGE REIMBURSEMENT~~

When an employee is required by the employee's immediate supervisor to use the employee's own vehicle for District business, the District shall reimburse the employee at the mileage rate established per Board policy. (See http://www.gsa.gov).

ARTICLE 15 SPECIAL CERTIFICATE OR LICENSE REIMBURSEMENT

Bargaining unit members who are required, as a condition of employment, to acquire or maintain a certificate or license shall be reimbursed for the cost of such certificate or license.

Employees whose certificate or license expires must be able to submit proof of complete application at least thirty (30) days prior to expiration to be eligible for reimbursement.

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.

Former salary schedules removed.

ARTICLE 17 PAYMENT CONDITIONS

L. 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.

M. 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.

~~**N. 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.~~

~~**O. 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.~~

~~**P. Nurses**~~

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

~~**Q. 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.~~

~~**ARTICLE 9A**~~ **SECTION 5.2 RANGE ASSIGNMENT AND RE-CLASSIFICATION**

Range assignments for each position are listed in Appendix A. A~~n advisory~~ classification committee will consist of ~~a committee of~~ ~~support personnel~~ **employees** and administrators. The Association shall select five (5) ~~support personnel~~ **employees** within different job classifications to serve on the committee. In addition to the ~~support personnel~~ **employees**, two (2) or more representatives should be appointed by the Superintendent. The number of administrators shall not exceed the number of ~~support personnel~~ **employees**.

The committee shall meet once a year in January to consider any classification requests. All requests must be submitted in writing to Human Resources before December 15.

After the committee has met and reached consensus on classification recommendations, the committee will meet with the Superintendent prior to the end of the school year to present its recommendation(s). Any changes approved by the Superintendent shall become effective July 1 of the coming year. **Approval shall not be unreasonably denied.** All decisions by the

Superintendent are final.

~~This Article is~~ **Recommendations made by this committee are** not subject to the grievance procedure.

~~ARTICLE 14~~SECTION 5.3 MILEAGE REIMBURSEMENT

When an employee is required by the employee's immediate supervisor to use the employee's own vehicle for District business, the District shall reimburse the employee at the mileage rate established per Board policy. (See http://www.gsa.gov).

~~ARTICLE 15~~ SECTION 5.4 SPECIAL CERTIFICATE OR LICENSE REIMBURSEMENT

Bargaining unit members who are required, as a condition of employment, to acquire or maintain a certificate or license shall be reimbursed for the cost of such certificate or license.

Employees whose certificate or license expires must ~~be able to~~ submit proof of complete application at least thirty (30) days prior to expiration to be eligible for reimbursement.

~~ARTICLE 17A~~ SECTION 5.5 DISCRETIONAL FUNDS

The School Board shall allocate a discretional material fund in the amount of one hundred twenty- five dollars ($125) per each Tutor, Bilingual Instructor, and Interpreter for the Hearing Impaired for incidental instructional materials. Half-time employees shall receive one-half (½) the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the site's general fund.

~~ARTICLE 17B~~ SECTION 5.6 CELL PHONE REIMBURSEMENT

~~The Head Custodian III position~~ **Head and Small School Secretaries, all Custodians, all Warehouse Employees, and Itinerant Nurses serving two or more schools** may be required to be available in times of emergency **or reachable when they are not near a district phone**. 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~~ **Reimbursement** of up to ~~$500~~ **seven hundred and fifty dollars ($750) annually** will be provided to ~~Head Custodian III's~~ **employees in these positions** to assist them with their individual cell phone plan costs. Reimbursement will be made once documentation has been provided to Accounts Payable.

ARTICLE ~~18~~ 6 LEAVES ~~AND BENEFITS~~

SECTION 6.1 ANNUAL LEAVE

Applies to 12-month employees only.

A. Accrual:

~~1.~~ All permanent 12-month employees shall accrue annual leave at the following rates, and all permanent 12–month employees working less than eight (8) hours, but for four (4) or more hours shall accrue annual leave at the following rates on a pro rata basis Permanent part-time employees **working less than four (4) hours daily or less than twelve (12) months per year** are not eligible for annual leave.~~:~~

LENGTH OF SERVICE EARNED MONTHLY ANNUAL LEAVE

Zero through 2 years	**16 ~~working~~ annual leave days per year**
Over 2 years ~~but less than~~ through 5 years	**22 ~~working~~ annual leave days per year**
Over 5 years	**25 ~~working~~ annual leave days per year**

Employees remaining in the same job classification receiving a change in status of a permanent full-time employee who works less than twelve (12) months to a 12-month position will have the employee's length of service determined by each year of less than twelve (12) month employment being equal to one (1) year of employment. Should a 9 or 10-month position employee transfer to a 12-month position, the person must have completed at least one half (½) of their work year for that year to count towards 12-month service.

Annual leave will not begin to accrue until an employee has completed the employee's probationary period. Thereafter, the employee will accrue annual leave retroactive to the day of employment. Annual leave will not accrue while an employee is on leave without pay.

Annual leave may be accrued to a total of forty-three (43) days. One-half (½) of the annual leave accrued must be used by June 30 of each current year.

B. Use:

An employee must have been employed for a total of six (6) months before becoming eligible to apply for annual leave benefits.

Prior approval is required before annual leave days are taken.

Annual leave may be used in a minimum of one (1) hour increments.

C. Cash Value

All unused ~~A~~ **a**nnual leave ~~has cash value~~ **shall be automatically cashed in** upon termination or resignation based on employee's regular rate of pay. This provision is not applicable when terminated for just cause.

Upon death of the employee, one hundred percent (100%) of the employee's unused annual leave shall be paid to the employee's estate based on the employee's regular rate of pay. ~~This provision is not applicable when terminated for just cause.~~

~~**1.** Permanent part-time employees are not eligible for annual leave.~~

~~**2.** Annual leave may be used in a minimum of one (1) hour increments.~~

~~ARTICLE 19 HOLIDAYS~~

~~All employees will receive the following paid holidays if included in their work year: NewYear's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, the day before Christmas and Christmas Day. An employee on unpaid status either the workday before or after a holiday shall not receive holiday pay.~~

~~**Holidays Falling on Weekend** - If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.~~

~~ARTICLE 20~~ SECTION 6.2 PERSONAL LEAVE

A. Accrual:

All employees may earn five (5) of their assigned workdays as personal leave each year cumulative to **fifteen (15)** ~~ten (10)~~ working days.

An employee working a 215- or 216-day work calendar where at least one day falls in each calendar month shall receive one (1) additional day of personal leave. This day may not accumulate or have cash value.

B. Use:

Except in the case of extreme emergency or situation in which the administrator involved and the District Superintendent shall consider as particularly extenuating, personal leave

will not be granted for the first or last day of school. Personal leave ~~may~~ **will** be granted on the day before and/or the day after school vacation or holiday.

Prior approval is required before **three (3) or more** personal leave days are taken **consecutively**.

Personal leave shall be used in a minimum of one (1) hour increments.

C. Cash Value:

Unused personal leave may be cashed in by submitting **an** application no later than May 31 per the following guidelines:

1. ~~No more than four (4) days per year~~ **All unused personal leave** may be cashed in.
2. The value of each day will be equivalent to the employee's per diem.
3. The cash out provision is available ~~only at the end of the school year~~ **throughout the year when timesheets are submitted**.

Upon death of the employee, one hundred percent (100%) of the employee's unused personal leave shall be paid to the employee's estate based on the employee's per diem rate.

~~**D.** Personal leave shall be used in a minimum of one (1) hour increments.~~

~~An employee working a 215- or 216-day work calendar where at least one day falls in each calendar month shall receive one (1) additional day of personal leave. This day may not accumulate or have cash value.~~

~~ARTICLE 21~~ SECTION 6.3 ASSOCIATION LEAVE

A. The Board shall provide the Association sixty (60) days per year for Association Leave for Association business. All Association leave shall have prior approval of the KPESA president, building administrator, and Human Resources. Days beyond the sixty (60)**,** 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. A maximum of fourteen (14) days, to be used for official NEA State or National business, at District expense, shall be approved for employees elected to State or National NEA office. **Days beyond the fourteen (14) if approved, shall be done so with the understanding that**

the Association will pay the substitute costs, if any.

C. Whenever any representative of the Association or any ~~support~~ employee is mutually scheduled by the School Board or the Administration and the Association to participate during the working hours for grievance proceedings, conferences or meetings, the employee shall suffer no loss in pay, nor shall there be any leave charged to the employee or the Association.

D. Association President

The District will release the Association President from their current position and appoint them to the position of KPESA LABOR LIAISON, provided that the District has found an acceptable substitute who can perform the President's professional duties and responsibilities.

Notification of election to Association President and the anticipated FTE and days of the scheduled position must be made in writing prior to April 15 of each year for the following school year.

The position may be up to a full-time, benefit-bearing basis for up to 222 workdays, as determined by KPESA. During the time the president serves in this capacity, they shall be paid by the District at their salary and appropriate per diem according to their range/step in accordance with the negotiated agreement.

The employee shall continue to accrue credit for service toward salary increases and retirement while serving in this position. The Association will reimburse the District for the cost of the KPESA Labor Liaison's salary and benefits upon invoice from the District. Should the Association choose to release the President to serve in this role for .50 or more FTE, the Association **will reimburse the District for the cost of** ~~bear~~ one hundred percent (100%) of the annual benefit package for the President.

At the conclusion of **the** President's ~~release~~ **term**, the employee shall be returned to the employee's building position held prior to the leave. **The Association agrees to defend and hold the District harmless from any challenge, claim, or suit of any sort that might be asserted against the District arising out of this arrangement or the actions of the president during the term of this Agreement.**

Should KPESA vote to change the terms of the President's schedule, release from their former position, or other similar conditions, this section will be opened to negotiate the impacts of that change.

~~The District agrees to grant a leave time request for the President of the Kenai Peninsula Education Support 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 the salary and benefits equal to the amount of release time; (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; (d) should the Association choose to have .50 or more release time for the President, the Association will bear one hundred percent (100%) of the annual benefit package for the President. At the conclusion of President's release, the employee shall be returned to the employee's building position held prior to the leave.~~

~~ARTICLE 22~~ SECTION 6.4 CIVIC & MILITARY 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**n** ~~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. **Any compensation issued to the employee by the legal system will not be submitted to the district.**

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, **including positions on a tribal council,** 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**, including positions on a tribal council,** other than the employee.

D. Leave of Absence for Reserve or Auxiliary Member of Armed Forces

Per AS 39.20.340, ~~A~~**a**n employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one half (16 ½) working days in any 12-month period. If the military pay is less than the employee's normal gross wage, the employee will be compensated up to the employee's normal gross wage from the District.

If an employee is called to active duty by the governor, an employee otherwise qualified under (a) of this section is entitled to five (5) days leave of absence without loss of pay, time, or efficiency rating.

Upon approval of the Board of Education, the above leave and conditions may be extended for up to one (1) year of leave.

For the purpose of computing leave and longevity, short-term military leave will count as full-time service with the employer.

If the employee has the option to serve the employee's military duty when school is not in session, that person shall elect that option.

~~ARTICLE 23~~ SECTION 6.5 ~~UNPAID~~ LEAVE ~~OF ABSENCE~~ WITHOUT PAY

A. Any employee may, upon written request to the Superintendent **or designee** ~~and with approval of the School Board~~, be granted ~~an unpaid leave of absence~~ **leave without pay** for illness, professional study, ~~or~~ military duty, or for personal reasons. ~~Unpaid leaves of absence may only be granted to employees who have completed five (5) years of service in the District.~~

B. Leaves **without pay** of two (2) weeks or less for extenuating circumstances may be approved by the Superintendent **or designee**. This short-term unpaid leave may be granted to an**y** employee**, including those** ~~beginning~~ in their first year of employment**,** except when an administrator believes granting leave would make operation of a building impossible.

C. **Longer-term u**npaid leaves of absence may only be granted to employees who have completed ~~five (5) years~~ **at least one year** of service in the District **and shall require the approval of the Superintendent and School Board**. ~~An~~ **This type of** unpaid leave of absence is a benefit of the contract and not meant to incur the District the cost of unemployment insurance. An employee on an approved LOA may request to be assigned to an open position before their normal return time.

D. When granted **longer-term** unpaid leaves of absence, employees will only be guaranteed re-employment upon their return to duty if they return on the date specified in their request for leave. However, upon mutual agreement, any unpaid leave may be extended. Notification of such return must be given to the Superintendent in writing by February 1. Further, the employee, upon the employee's return, may be assigned to the same or comparable position within the employee's geographic area and continue on the same range and step on the salary schedule the employee was on when the leave was granted.

E. If an employee on **a longer-term** unpaid leave of absence remains away from duty beyond the expiration of the employee's leave or renewal, the employee's position shall be considered vacant.

~~**F.** Leaves of two (2) weeks or less for extenuating circumstances may be approved by the Superintendent. This short-term unpaid leave may be granted to an employee beginning in their first year of employment except when an administrator believes granting leave would make operation of a building impossible.~~

F. Employees may leave their contributions with the retirement system during leave of absence~~. Also, the employee has~~**, and will have** the option of maintaining health and life insurance at the employee's expense.

~~**ARTICLE 24 LEAVE OF ABSENCE FOR RESERVE OR AUXILIARY MEMBERS OF ARMED FORCES (AS 39.20.340)**~~

~~An employee who is a member of a reserve or auxiliary component of the United States Armed Forces is entitled to a leave of absence without loss of pay, time or efficiency rating on all days during which the employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. The leave of absence may not exceed sixteen and one half (16 ½) working days in any 12-month period. If the military pay is less than the employee's normal gross wage, the employee will be compensated up to the employee's normal gross wage from the District.~~

~~If an employee is called to active duty by the governor, an employee otherwise qualified under (a) of this section is entitled to five (5) days leave of absence without loss of pay, time, or efficiency rating.~~

~~Upon approval of the Board of Education, the above leave and conditions may be extended for up to one (1) year of leave.~~

~~For the purpose of computing leave and longevity, short-term military leave will count as full-time service with the employer.~~

~~If the employee has the option to serve the employee's military duty when school is not in session, that person shall elect that option.~~

~~ARTICLE 25~~ SECTION 6.6 SICK LEAVE

A. Accrual

1. Upon hire, all employees shall be credited with sick leave equivalent to twelve (12) days of work at their regularly scheduled number of hours. Additional hours of sick leave shall accrue as follows:

a. Each permanent eight (8) hour employee shall accrue sick leave from the date of employment at the rate of one and one-third (1 1/3) days per month, per pay period according to an employee's personnel action form with unlimited accumulation, regardless of status. A minimum of one (1) hour will be used for each absence. Absences that exceed one (1) hour will be recorded in 15-minute increments.

b. Each employee working less than eight (8) hours shall accrue sick leave from the date of employment on a prorated basis per month with unlimited accumulation. A minimum of one hour will be used for each absence. Absences that exceed one (1) hour will be recorded in 15-minute increments.

2. At the beginning of each school year, the Employer shall provide each Bargaining Unit Member with a written statement of their current accumulated sick leave balance.

B. Use

1. An employee may use accrued sick leave for **death, illness, or welfare of themselves or a person in their immediate family** ~~leave due to illness, accidents, or medical, dental, or~~

~~optical appointments~~.

2. Employees will be eligible for sick leave due to personal disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery in the same manner as all other disabilities.

3. A maximum of ten (10) days of sick leave shall be granted to an employee, in the event of serious illness, accident, hospitalization or temporary confinement in the employee's immediate family. Employees may be eligible to use additional leave under ~~Provision I of Article 25~~ **the federal Family and Medical Leave Act, the Alaska Family Leave Act, or short-term disability insurance** and should contact Human Resources for more information. For leave of more than five (5) days, the District shall require a written statement from a licensed physician or practitioner.

4. A maximum of ~~three (3)~~ **fourteen (14)** days of sick leave may be used for parental purposes within the first (1st) ~~week~~ **month** of the birth or adoption of a child. Employees may be eligible to use additional leave under ~~Provision I of Article 25~~ **the federal Family and Medical Leave Act, the Alaska Family Leave Act, or short-term disability insurance**, and should contact Human Resources for more information.

~~**F.** All leaves contained in this section shall be subtracted from the employee's sick leave allowance.~~

~~**G.** For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, guardian, and ward.~~

5. ~~**H.**~~ Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.

~~**I.** The District and the Association agree that employees in the bargaining unit are allowed to choose provisions of the Federal or Alaska Family Medical Leave Acts, notwithstanding language in the Leave section of the Agreement.~~

C. Cash Value

1. Unused sick leave may be cashed in by submitting an application no later than May 31 per the following guidelines:

a. All unused leave may be cashed in, donated to another employee, or donated to the sick leave bank.

b. The value of each day will be equivalent to the employee's per diem.

c. This provision is only available at the end of the school year.

2. The employee's estate shall receive the monetary value of ~~sixty-seven percent (67%)~~ **one hundred percent (100%)** of the deceased's unused sick leave balance **at their per diem rate** upon the death of the employee.

3. If the State grants credit for unused sick leave under PERS, the employee shall be allowed to apply for retirement credit **for** all or a portion of accrued sick leave.

~~**D.** Upon request by the District, the employee will submit proof that the leave was used for approved purpose(s).~~

~~**ARTICLE 25A:**~~ **SECTION 6.7 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.~~

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 **immediate** 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.~~

~~ARTICLE 25B~~ SECTION 6.8 SICK LEAVE BANK

A. The sick leave bank will be administered as follows:

- All employees beginning services with the District shall contribute one (1) day to the sick leave bank following the **second** January pay period.
- Employees shall not be requested to make further contributions unless the number of days in the bank drops below 250.
- At such time the bank drops below 250 days, each employee shall contribute one (1) day to the sick leave bank.
- The bank is to be administered jointly by the Superintendent and the Association.

B. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the bargaining unit member have been exhausted. Withdrawals may be made for up to twice the number of sick leave days accumulated before the employee's first (1st) scheduled workday or twenty-four (24) days, whichever is greater. The employee is not automatically entitled to the number of days for which the employee may be eligible.

~~ARTICLE 25C~~ SECTION 6.9 USE OF SICK LEAVE FOR BEREAVEMENT

Accrued sick leave may be used for bereavement in the event of death in the immediate family, for a maximum of ten (10) workdays; in the event of a death of a spouse, ~~fiancé, fiancée~~ **domestic partner**, or child, a maximum of thirty (30) workdays. This leave must begin within thirty (30) calendar days of death of the immediate family member.

~~For purposes of this section only, immediate family is defined as (including in-law and step relationships) parent, spouse, fiancé, fiancée, domestic partner, aunt, uncle, first cousin, child, brother, sister, grandchild, grandparent, guardian, ward, and dependents living in the~~

~~household.~~

In the event of the death of a colleague or student, the employee may use up to eight (8) hours of accrued sick leave to attend a funeral or memorial service. The employee may claim on the employee's timesheet up to four (4) hours of this leave from the sick leave bank.

Exceptions to the provisions contained in this section may be granted upon submission of the request to the Superintendent.

Upon request by the District**,** the employee will submit proof that the leave was used for the approved purpose. For the purposes of this section, acceptable proof includes but is not limited to an obituary, a funeral program, a prayer card, or verifiable details including date of death, city of death, and relationship to the deceased.

~~ARTICLE 26 PHYSICAL EXAMINATIONS REIMBURSEMENT~~

~~Physical exams are required per AR 4112.4. Examinations shall be required for employees every three (3) years. The District shall reimburse an employee not covered under the health plan for the cost of required medical examinations up to one hundred twenty five dollars ($125) in addition to the cost of required examinations for positive PPD test, subject to copy of receipt of payment to the doctor and completed medical examination form.~~

~~**A.** Employees who are required to have a medical examination will be notified by the District.~~

~~**B.** Upon receipt of all necessary documents, reimbursement shall be issued by the District within thirty (30) days after receipt of necessary documents.~~

~~**C.** No payment shall be made for medical examination required for initial employment.~~

~~**D.** Employees who fail to satisfy the physical examination requirements according to the District established deadline shall be placed on leave without pay until the physical examination requirement is satisfied.~~

~~**E.** No reimbursement will be made to an employee who fails to satisfy the established physical examination deadline.~~

ARTICLE 7 BENEFITS

Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet, **and** a PERS booklet when available~~, and a list of the KPESA officers~~.

~~ARTICLE 27~~ SECTION 7.1 HEALTH CARE

proposal to come at a later date, to be proposed jointly by KPEA, KPESA, and KPAA

~~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)*~~

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

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

~~Annually the District shall contribute 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	Employee monthly
	~~12-month Cost~~	~~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, andhas 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.~~

~~ARTICLE 28~~ SECTION 7.2 LIFE INSURANCE

A. Life insurance coverage in an amount equal to **two (2) 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~~ **triple** ~~her/his~~ **their** 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. Term life insurance in the amount of ten thousand dollars ($10,000) or the employee's annual salary, whichever is less, shall be provided for the spouse of the employee at no

additional cost to the employee. The **ten-thousand-dollar** ($10,000) coverage does not apply when both ~~husband and wife~~ **spouses** are employees of the School District.

D. Dependent coverage (optional): Dependent benefits shall be two thousand dollars ($2,000) per dependent. The cost to the employee shall not exceed the per month premium rate established by the carrier and shall cover all listed dependents.

E. Conversion provisions: Any employee may obtain, within thirty (30) days after termination (for any reason), an individual policy without a physical examination, subject to the provisions and rates established by the insurance carrier.

~~ARTICLE 29~~ SECTION 7.3 TRAVEL INSURANCE

A. The District shall provide a travel insurance policy with a benefit in the amount of one hundred thousand dollars ($100,000) in the event an employee is killed while traveling on District approved business or during the course of any bona fide trip made by an employee for the District. Such trip shall be deemed to have commenced when the employee leaves the employee's residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as the employee returns to the employee's residence or place of regular employment, whichever first occurs.

B. Air travel is covered only if on a commercial flight or commercially licensed air taxi service approved by the District for such trip.

C. Travel to and from work is not covered.

D. The beneficiaries will be the same as those listed for the regular life insurance program.

~~ARTICLE 30~~ SECTION 7.4 WORKER'S COMPENSATION

A. 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).

B. A worker's compensation report must be filed in the District Office within forty-eight(48) hours of the accident. Forms shall be available in all school offices.

C. The employee has two compensation options during any absence in conjunction with a work-related injury. The employee may choose to take either:

1. Worker's compensation payments in lieu of a salary benefit and therefore retain the employee's accrued sick leave;

or

2. Worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. The sick leave payments will be made when the employee returns to work with no limitation.

If the employee selects this option but is unable to return to work, the employee shall be made whole from the time the employee is absent due to a **work-related** injury to the date the employee is terminated due to inability to return to work.

D. An employee on worker's compensation shall accrue all leave benefits available for that position.

E. Employees involved in a long-term **work-related** injury shall receive an orientation on the ramifications of workers' compensation, to include leave, pay, and benefit issues.

~~ARTICLE 31~~ SECTION 7.5 IN-SERVICE TRAINING

In an effort to improve employee skills, the District agrees to provide **in-service** day(s) on an as needed basis in identified areas. These in-service day(s) shall be workdays and shall be planned by the District.

All **in-service** days will occur during the employee's work calendar.

~~ARTICLE 32~~ SECTION 7.6 OTHER DEDUCTIONS

Upon appropriate written authorization **by the employee,** as established by the District, the School Board shall deduct from the salary of any employee and make appropriate remittance for tax sheltered annuities, credit union, bank or any other plan or program approved by the School Board.

~~ARTICLE 33~~ SECTION 7.7 CAREER DEVELOPMENT PROGRAM

A. A career development program shall be funded at ~~a cost not to exceed twenty thousand dollars ($20,000)~~ **forty thousand dollars ($40,000)** for each contract year.

B. The Association may make program recommendations to the Superintendent for the expenditure of these funds**, up to an annual maximum of two thousand dollars ($2,000) per employee**. Upon request, a member of the Superintendent's staff will serve as an advisor to the committee.

~~**C.** Upon approval by the Superintendent or designee, any work time charged for a Career~~

~~Development Grant shall be considered.~~

ARTICLE ~~34~~ 8 GRIEVANCE PROCEDURES

SECTION 8.1 DEFINTIONS

Grievant shall mean an employee, or group of employees, or the Association filing a grievance.

Grievance shall mean a claim ~~by a grievant that there has been an alleged violation,~~ **based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by the** misinterpretation~~, or misapplication~~ **or inequitable application** of the Agreement, **legislation,** or **District rules, procedures, practices or** ~~a violation of~~ official Board policy.

Party of Interest is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

~~**Days** shall mean employment days, except as otherwise indicated.~~

SECTION 8.2 RIGHT TO REPRESENTATION

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceedings relating to a grievance which has been formally presented. **The Association Representative(s) may actively seek to assist in problem-solving and to represent employees' rights to the processes outlined in this agreement.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance (complaint) to discuss the matter informally with the employee's supervisor, then the Superintendent, and finally the School Board. It is understood that ~~the~~ KPESA is the only organization that may provide representation for a grievant.

SECTION 8.3 PROCEDURES

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

A. Level I

The parties of interest acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal

communications. The grievant may present the grievance in writing within thirty (30) days to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

B. Level II

If the grievant is not satisfied with the disposition of the employee's grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or official designee. This must be done within fifteen (15) days from the time of the Level I disposition. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of the Superintendent's receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide a written decision, together with the reasons for the decision to the Association.

Cases involving language or contract interpretation will move to Level IV without a Board hearing.

C. Level III – Board Level

The Board Level will be used exclusively for employee discipline. If the grievant is not satisfied with the disposition of the employee's grievance at Level II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the School Board, within fifteen (15) days of receipt of Level II disposition. The School Board shall arrange for a hearing with the grievant and/or the Association, to take place within fifteen (15) days of their receipt of the appeal. The School Board may hear the grievance or appoint a hearing officer. The parties of interest shall have the right to include in a representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have ten (10) days to provide their written decision, together with the reasons to the Association.

D. Level IV – Binding Arbitration

1. If the Association is not satisfied with the disposition of the grievance at Level III by the

School Board, or Level II by the Superintendent (cases involving language or contract interpretation), or if no decision has been rendered, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within thirty-five (35) days from the time of the Level II or Level III disposition, or from the date when the disposition was due. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

2. The costs for the services of the Arbitrator, including per diem expenses, if any, and the arbitrator's travel and subsistence expenses and the costs of any hearing room, will be shared equally by the Board and the Association. All other costs will be borne by the party incurring them.

SECTION 8.4 NO REPRISALS

No reprisals of any kind will be taken by the Board or the school administration against any employee because of the employee's participation in this grievance procedure.

SECTION 8.5 ASSOCIATION TESTIMONY

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member maybe called as a witness to fact, by either party.

SECTION 8.6 COOPERATION OF BOARD AND ADMINISTRATION

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

SECTION 8.7 RELEASE TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, they shall be released

without loss of pay or benefits if the investigation cannot be done at another time, nor shall any leave be charged to the employee or the Association.

SECTION 8.8 PERSONNEL FILES

All documents, communications, and records dealing with the processing **of a** grievance shall be filed separately from the personnel files of the participant(s).

~~**A. Grievance Forms**~~

~~Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.~~

~~**ARTICLE 35 CONTRACT DISSEMINATION**~~

~~**D.** All new hires, on the date of employment, shall be presented a copy of the current Agreement.~~

~~**E.** The district will post a copy of the Agreement on the District's Web page, within thirty (30) work days of ratification. A copy of the range classification shall be posted on the District's web page along with the CBA.~~

~~**F.** The District shall provide an electronic document version of the Agreement to the KPESA President within thirty (30) work days of ratification.~~

~~**ARTICLE 36 CONTRACT CONDITIONS TERM AND SAVINGS CLAUSE**~~

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

~~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.~~

~~**K.** 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.~~

~~**L.** No extracurricular fee will exceed or be less than the ranges specified except as provided under the terms of this agreement.~~

~~**M.** 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.~~

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

~~**O.** When dividing a single activity between two or more volunteers, the nominal fee shall be prorated between/among them.~~

~~**P.** 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.~~

~~**Q.** 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.~~

~~**R.** 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.

S. 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, with priority consideration given to academic relationships. If not filled within the building, the position will be advertised. Current employees will be guaranteed the opportunity to interview. Priority consideration will be given to KPBSD employees.

T. 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

APPENDIX A: SALARY RANGE ASSIGNTMENTS AND SCHEDULES

Range	Position(s)
1	
2	FS Cashier/Kitchen Assistant FS Itinerant Substitute
3	FS Manager I-FV FS Manager I-S
4	Aide/Instructional Aide/Library Aide/Title VI Custodian I FS Manager I-P
5	FS Manager II Secretary I Student Success Advocate
6	Custodian I/Head Custodian I/Pool
7	Aide/Instructional - ELL Aide/SpEd - Speech Aide/SpEd - Emotional Disabilities Aide/SpEd - Intensive Needs Aide/SpEd - Preschool Aide/SpEd – Resource Aide/SpEd - Vision Bookkeeper Guidance/Career Assistant Secretary I/Administrative Secretary II Student Allocation Specialist Transportation Router
8	Secretary II/Administrative Storekeeper Truck Driver/Warehouse

Range	Position(s)
9	Custodian II/Head Homeless & At-Risk Student Support Specialist SNS Specialist Student Success Liaison Supply Buyer Theater Technician Tutor/ELL Tutor/Instructional Tutor/Migrant Tutor/Title I Tutor/Title VI
10	FS Manager III Secretary II/Head
11	Custodian III/Head Pool Manager Secretary III Secretary III/Administrative
12	Grants Specialist Head Supply Buyer
13	Educational Sign Language Interpreter Homeless Liaison Microcomputer Technician II SLPA-Speech Language Pathology Assistant Specialist/Pupil Services Tech
14	
15	
16	
17	Programmer/DP
18	
Nurse 1	Nurse (AAS)
19	Homeless Liaison Coordinator
Nurse 2	Nurse (BSN)

2025-2026 SALARY SCHEDULE

STEP → RANGE	Initial	A	B	C	D	E	F	G	H	Longevity
1	$20.79	$21.57	$22.34	$23.37	$24.16	$25.12	$26.12	$27.15	$27.69	$28.24
2	$21.88	$22.75	$23.61	$24.69	$25.56	$26.55	$27.60	$28.73	$29.30	$29.89
3	$22.36	$23.23	$24.10	$25.21	$26.12	$27.09	$28.20	$29.31	$29.90	$30.50
4	$23.17	$24.08	$25.05	$26.20	$27.13	$28.18	$29.29	$30.50	$31.11	$31.73
5	$23.94	$24.90	$25.86	$27.08	$28.06	$29.12	$30.29	$31.51	$32.14	$32.79
6	$24.74	$25.68	$26.75	$28.00	$29.00	$30.12	$31.33	$32.61	$33.27	$ 33.94
7	$25.55	$26.61	$27.68	$28.98	$30.03	$31.18	$32.45	$33.75	$34.42	$35.11
8	$26.44	$27.55	$28.72	$30.10	$31.18	$32.37	$33.70	$35.03	$35.73	$36.44
9	$27.44	$28.61	$29.81	$31.22	$32.35	$33.60	$34.96	$36.37	$37.11	$37.86
10	$28.49	$29.69	$31.03	$32.49	$33.70	$34.98	$36.41	$37.85	$38.61	$39.38
11	$29.64	$30.91	$32.29	$33.80	$35.05	$36.42	$37.88	$39.42	$40.22	$41.02
12	$30.87	$32.18	$33.64	$35.27	$36.57	$38.00	$39.54	$41.12	$41.94	$42.78
13	$32.11	$33.58	$35.08	$36.78	$38.18	$39.66	$41.25	$42.93	$43.79	$44.67
14	$33.55	$35.06	$36.70	$38.51	$39.94	$41.50	$43.15	$44.91	$45.80	$46.72
15	$35.05	$36.66	$38.41	$40.26	$41.77	$43.42	$45.16	$46.97	$47.91	$48.86
16	$33.55	$35.06	$36.70	$38.38	$39.68	$41.20	$42.87	$44.62	$45.51	$46.41
17	$35.13	$36.75	$38.42	$40.10	$41.47	$43.06	$44.82	$46.60	$47.53	$48.48
18	$36.72	$38.47	$40.25	$42.70	$44.78	$46.52	$48.39	$50.34	$51.35	$52.37
Nurse 1	$39.64	$41.16	$42.79	$44.47	$45.77	$47.30	$48.97	$50.72	$51.60	$52.64
19	$41.29	$43.08	$44.99	$47.12	$48.76	$50.55	$52.46	$54.48	$55.56	$56.67
Nurse 2	$47.38	$49.17	$51.08	$53.21	$54.86	$56.65	$58.56	$60.57	$61.65	$62.88

APPENDIX B: EXTRACURRICULAR NOMINAL FEES AND RANGE ASSIGNMENTS

RANGE ASSIGNMENTS				
ACTIVITY	**POSITION**	**HIGH SCHOOL**	**MIDDLE SCHOOL**	**ELEMENTARY**
SUPPLEMENTAL SUPERVISORY	**Site-specific intermittent extracurricular supervisor**	**Hourly**		
FOOTBALL	Varsity	12		
	Assistant	10		
FOOTBALL CHEERLEADING	Varsity	7		
CROSS COUNTRY	Varsity	11	6	
	Assistant	8	4	
VOLLEYBALL	Varsity or A-Team or Mix 6	12	6	
	Assistant or B-Team	10	4	
SWIMMING	Varsity	12		
	Assistant	10		
	Diving	8		
WRESTLING	Varsity or A-Team	12	6	
	Assistant or B-team	10	4	
BASKETBALL	Varsity or A-Team	12	6	
	Assistant or B-Team	10	4	
BASKETBALL CHEERLEADING	Varsity	7		
HOCKEY	Varsity	12		
	Assistant	10		
NORDIC SKI	Varsity	12	6	
	Assistant	10	4	
SOCCER	Varsity or A-Team	11	6	
	Assistant or B-Team or Co-Ed	9	4	
TRACK & FIELD	Varsity	11	6	
	Assistant	9	4	
	Unified Coach	9		
BASEBALL	Varsity	11		
	Assistant	9		
SOFTBALL	Varsity	11		
	Assistant	9		
INTRAMURAL/ CLUBS/ ACADEMIC TEAMS	Intramural- SPORTS ONLY	2	2	2
	Yearbook	7		
	Drama Debate Forensics	7		
	Forensics		1	1
	Play (2 plays per year)	7	1	
	Competitive	3	1	1
	Non-Competitive	2	1	1
	Student Council Advisor	3	1	
	National Honor Society	3		
	Junior / Senior Lead Class Sponsor	2		
Musical Theater (1/year)	Overall Director	4	3	2
	Vocal Director	3		
	Choreographer	2		
	Orchestra Director	2		
	Rehearsal Accompanist	2	1	1

RANGE ASSIGNMENTS				
ACTIVITY	**POSITION**	**HIGH SCHOOL**	**MIDDLE SCHOOL**	**ELEMENTARY**
High School Choir (**yearlong**) Rehearsals and Performances	Accompanist	4		
Performance Arts	Drill / Dance Team	10		
Music Stipends - basic out of school supervision and performance - Fall, Winter, Spring, Pops as well as Borough and State Festivals	Music		5	
Music - Small School (Not attending festivals)	Music, Band or Choir	5		
	Secondary School Combined Band/Choir	6		
Pep Band (# of After School Performances)	5 to 11	3		
	12 to 17	4		
	18 +	5		
Vocal Taping (# of tapings, outside the regular day w/instructor present) Tapes must be presented for All-Borough, All State or All Northwest	10 to 25	2		
	26 to 50	3		
	51 to 80	4		
	81 +	5		
Instrumental Taping (# of tapings, outside the regular day w/instructor present) Tapes must be presented for All- Borough, All State or All Northwest)	10 to 25	3		
	26 to 50	4		
	51 to 80	5		
	81 +	6		
Special Performances (# of performances above and beyond the standard concerts and festivals)	5 to 13	2		
	14 to 20	3		
	21 +	4		
Solo/Ensemble Festival (Outside of the school day) (# number of entrants)	5 to 15	3		
	16 to 30	4		
	31 +	5		

Experience	**0 years**	**1 year**	**2 years**	**3 years**	**4 years**	**5 years**
Hourly	**$25/hour (per Section 4.11)**					
Range 1	**$ 466.08**	**$ 498.71**	**$ 533.61**	**$ 570.97**	**$ 610.94**	**$ 653.70**
Range 2	**$ 581.28**	**$ 621.97**	**$ 665.51**	**$ 712.09**	**$ 761.94**	**$ 815.28**
Range 3	**$ 930.85**	**$ 996.01**	**$ 1,065.73**	**$ 1,140.33**	**$ 1,220.16**	**$ 1,305.57**
Range 4	**$ 1,163.89**	**$ 1,245.36**	**$ 1,332.54**	**$ 1,425.82**	**$ 1,525.62**	**$ 1,632.42**
Range 5	**$ 1,745.18**	**$ 1,867.35**	**$ 1,998.06**	**$ 2,137.93**	**$ 2,287.58**	**$ 2,447.71**
Range 6	**$ 2,327.78**	**$ 2,490.73**	**$ 2,665.08**	**$ 2,851.64**	**$ 3,051.25**	**$ 3,264.84**
Range 7	**$2,909.06**	**$ 3,112.70**	**$ 3,330.59**	**$ 3,563.73**	**$ 3,813.19**	**$ 4,080.11**
Range 8	**$ 3,491.68**	**$ 3,736.09**	**$ 3,997.62**	**$ 4,277.45**	**$ 4,576.87**	**$ 4,897.26**
Range 9	**$ 4,072.97**	**$4,358.08**	**$ 4,663.14**	**$ 4,989.56**	**$ 5,338.83**	**$ 5,712.55**
Range 10	**$ 4,655.58**	**$ 4,981.47**	**$ 5,330.17**	**$ 5,703.29**	**$ 6,102.52**	**$ 6,529.69**
Range 11	**$ 4,364.05**	**$ 4,669.53**	**$ 4,996.40**	**$ 5,346.15**	**$ 5,720.38**	**$ 6,120.81**
Range 12	**$ 5,818.15**	**$ 6,225.42**	**$ 6,661.20**	**$ 7,127.49**	**$ 7,626.41**	**$ 8,160.26**

APPENDIX C – FORMS

ALL DISTRICT FORMS NEEDED TO EXERCISE RIGHTS OR COMPLETE PROCESSES DEFINED IN THIS AGREEMENT – COPIES TO BE INCLUDED