COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT

AND

THE KENAI PENINSULA EDUCATION ASSOCIATION

FOR THE YEARS

2025-2026

2026-2027

2027-2028

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100 DISTRICT 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 certificated personnel, assignments, and job descriptions.

101 ASSOCIATION RECOGNITION

The District hereby recognizes the Kenai Peninsula Education Association/National Education Association-Alaska as the exclusive representative for all certificated employees in the Kenai Peninsula Borough School District, excluding the Superintendent, Associate Superintendents, Assistant Superintendents, Chief Financial Officer, Directors, Assistant Directors, Coordinators, Principals, Assistant Principals, Principal/Teachers, day to day substitute teachers and any other whose job description requires a B Certificate.

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.

102 DEFINITIONS

A. ***Aggrieved Person*** or ***Grievant*** shall mean a certificated employee or group of certificated employees filing a grievance.

B. ***Association*** is the Kenai Peninsula Education Association, also referred to as KPEA, which is recognized to represent certificated employees as recognized in Article 101 of this agreement.

C. **Association Representative** is the President of KPEA or designee(s) including but not limited to officers, executive board members, elected or appointed members who represent the Association at the various work sites throughout the District, and affiliated association staff.

D. **Bargaining Unit** is all certificated, non-supervisory employees, as established in Article 101.

E. ***Board*** is the Board of Education of the Kenai Peninsula Borough School District.

F. **Day** means workday, unless otherwise specified.

G. ***District*** is the Kenai Peninsula Borough School District.

H. ***Domestic Partner(s)*** refers to two people who live together in a committed relationship intending to be emotionally and financially responsible for each other, but are not legally married.

I. ***Employee*** when used hereinafter in the Agreement shall refer to all certificated employees represented by the Kenai Peninsula Education Association.

J. ***Forms*** refer to current digital copies of any form as required to complete processes, exercise rights, or access benefits, which shall be made available on the District website at https://kpbsd.org/document-library/.

K. ***Superintendent*** is the Superintendent of the Kenai Peninsula Borough School District or designee and shall hereafter be referred to as the Superintendent.

L. ***Termination*** is dismissal from employment pursuant to AS 14.20.170.

M. ***Transfer*** specifies a change from the building unit(s) to which a teacher is assigned.

N. ***Unit*** is an individual school or other assigned department.

105 SALARY SCHEDULE

The Salary Schedule(s) may be found in Appendix A.

If the District receives a permanent funding increase from the state of Alaska for Base Student Allocation for Fiscal Year 2028 of $500 per student or more, employees shall receive an additional 1% salary increase on the salary schedule.

If the District receives a Base Student Allocation of one-time funding increase from the state of Alaska for Fiscal Year 2028 meets or exceeds an equivalent amount of $500 per student, employees shall receive an additional 1% increase on the salary schedule.

The monetary value of these amounts can be added to each other to make the $500 equivalent but is limited to the additional 1% salary increase.

110 SALARY CONDITIONS

A. All positions shall be filled by certificated personnel.

B. The effective length of the contract shall normally be a maximum of 188 employee days never to include more than 180 student days in session and three (3) employee workshop days. In the event that the calendar configuration necessitates the inclusion of both the Labor Day and Memorial Day Holidays, the contract shall be 189 days to accommodate the additional holiday.

C. For any school year, the salary placement indicated in the employee's employment contract is binding and irrevocable on both the District and the individual employee for that school year if no objection to the salary placement is raised in writing by either the District or the employee on or before November 1 of the school year. If notification is received prior to November 1 and an adjustment to the salary placement is warranted, retro-active payment shall be made for the current year only.

D. An employee working part time for a full year will be credited with a year of service for advancement on the salary schedule for each year of service. Employees who request less than full-time contracts and move to that status will receive proportionate credit.

A. .50 - .74 will earn one (1) step every second year.

B. .75+ will receive full credit.

E. <u>NATIONAL BOARDS OR DOCTORATE</u>

Educators holding a PhD will receive four thousand dollar ($4000) added to annual salary. Educators holding a national certification will receive two thousand dollars ($2000) added to annual salary. "National certification" means individual achievement of national professional teaching or educational job-role standards as certified by a nationally recognized board, and will include

- the National Board for Professional Teaching Standards (NBPTS),
- the American Speech Language Hearing Association, (ASHA) Certificate of Clinical competence (CCC's),
- Nationally Certified School Psychologist (NCSP),
- National Certified School Counselor (NCSC),
- National Certification for School Social Workers (NCSSW),

- National Board for Certification in Occupational Therapy (NBCOT-OTR),
- Federation of State Boards of Physical Therapy (FSBPT) NPTE,
- National Orientation and Mobility Certification (NOMC),
- Board Certified Behavioral Analyst (BCBA).

Only one PhD or one national certification will be recognized.

F. All employees not receiving a step increase in column C90/M will receive a longevity increase of two percent (2.0%) each year based on C+90/M-T. A one hundred dollar ($100) flat payment will be paid per year for each year the employee remained at longevity.

G. Vertical movement (steps) on the salary schedule shall be limited in any year to one step. There is no limit to column movement except movement beyond "C+36 or M" will require a Master's degree. College/University credits must be accredited from one of the following seven regional accreditations associations: The Middle States Commission on Higher Education; The New England Commission on Higher Education; The Higher Learning Commission; The Northwest Commission on Colleges and Universities; The Southern Association of Colleges and Schools Commission on Colleges; The WASC Senior College and University Commission; or, The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges.

Course approval may be requested prior to taking classes using the form posted on the District website on the Forms page. Courses taken as part of a District internship will not be excluded for salary column advancement.

H. ATHLETIC DIRECTORS

Athletic Directors are frequently required to be available when they are not near a district phone. Employees in this role may submit receipts for cell phone and/or internet service costs and shall be reimbursed up to five hundred dollars ($500) annually. The receipts will be dated July 1 to June 30 for the same fiscal year in which reimbursement is requested.

111 RETIREMENT CONTRIBUTIONS

A Tier III members may request to roll over sick leave at their per diem rate to contribute to their District-sponsored 403(b) or 457 supplemental retirement account in the amount defined below:

Tier III members with at least:

- 13 sick days accrued may contribute up to one (1) sick day per year
- 26 sick days accrued may contribute up to two (2) sick days per year
- 100 sick days accrued may contribute up to three (3) sick days per year

Annual requests to roll sick leave into a supplemental retirement account must be received by the District Business Office no later than May 1st on the District provided request form. Timely requests will be processed between May 1st and May 31st. Exceptions may be granted after May 1st if the employee will no longer be employed by KPBSD.

B Beginning in FY27, employees who are unable to apply sick leave towards retirement in their respective Retirement System (TRS Tier III) and have twenty (20) school years of KPBSD service shall be paid for all unused sick leave accrued while employed by KPBSD into at sixty-seven (67%) of their per diem rate, upon death, resignation or retirement from the District. For the purposes of this section a school year is one hundred forty (140) days of employment.

115 INITIAL PLACEMENT ON THE SALARY SCHEDULE

The initial salary schedule placement for employees will be determined by the Human Resources Department at the time of issuance of actual contracts. The following documents must be submitted to HR no later than November 1:

A. Verification of previous service;

B. Official transcripts that give evidence of the following:

   1. An earned bachelor's degree; and

   2. Coursework and degrees completed after the earned bachelor's degree; and

   3. Completion of a teacher education or special services program or, in the absence of a completed program, credits demonstrating the progress toward completion of the program.

C. A copy of the employee's current teaching certificate.

COLUMN PLACEMENT

Placement on the salary schedule will be based upon credits earned after completion of an accredited teacher education program or special services program, unless an advanced degree in the subject area relative to the employee's certification was earned before the certificate was issued.

Credits earned after completion of an accredited teacher education program or special services program will be evaluated by the Human Resources Department and must qualify under at least one

of the following:

A. taken as a part of a completed advanced degree; or

B. relate to an immediate assignment.

Candidates earning their teaching certificate through the MAT (Master of Arts in Teaching) Program will be given credit for an advanced degree.

College/University credits must be accredited from one of the following seven regional accreditation associations:

The Middle States Commission on Higher Education;
The New England Commission on Higher Education;
The Higher Learning Commission;
The Northwest Commission on Colleges and Universities;
The Southern Association of Colleges and Schools Commission on Colleges;
The WASC Senior College and University Commission on Colleges; or,
The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges.

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

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

In determining placement on the Salary Schedule, certificated employees other than teachers with creditable school experience in public school or accredited nonpublic school shall be granted to the same limit as applies when completing initial placement for teachers. Certificated employees other than teachers, will also be eligible to apply non-educational institution experience. Non-educational institution experience shall be defined as work related to an employee's assignment.

Additionally, fifty percent (50%) of all relevant in-district experience in a classified role earned in FY26 or later, including but not limited to, aides, tutors, and student support services assistants, will be applied towards placement on the salary schedule, provided the employee transitions directly from a classified position at KPBSD to a position covered by this agreement.

120 EXTRACURRICULAR PROGRAMS

An extracurricular program is defined as a separate contract for direct supervision outside of the

workday for an activity, club, or sport. There will be no payment for any student activity conducted solely during the workday.

Acceptance of an extracurricular contract is voluntary. Refusal to accept or willingness to perform an extracurricular contract shall have no bearing on continued building assignment or formal evaluation.

A. The salaries and range assignments found the APPENDIX B: EXTRACURRICULAR RANGE ASSIGNMENTS AND SALARY 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 activity contract.

B. No extracurricular salary will exceed or be less than the ranges specified except as provided under the terms of this agreement.

C. The following payment method shall be used for employees receiving an extracurricular contract:

A lump sum payment will be made at the end of the activity with the regular paycheck specifying regular salary and extracurricular salary. Extracurricular pay shall not be paid early by separate check.

D. A separate contract addendum for each extracurricular activity will be issued. Contracts will be issued prior to the beginning of the activity.

E. When dividing a single activity between two or more sponsors, the salary shall be prorated between/among them.

F. In the event the Board adds a new activity or program to the extracurricular agreement, or significantly redefines an existing activity, the range for this new or redefined activity will be commensurate with equal or similar activities.

G. Providing the status of an extracurricular program is known, if a sponsor of an extracurricular activity is not to be rehired for the subsequent year, the sponsor will be notified in writing before the last day of the school term.

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

135 MILEAGE REIMBURSEMENT RATE

For all employees whose duties require automobile travel, as determined by the Superintendent, the mileage reimbursement rate shall be per Board policy. (See www.gsa.gov).

140 DISCRETIONAL MATERIALS

The School Board shall allocate a discretional material fund in the amount of two hundred seventy-five dollars ($275) per employee annually to be used by classroom teachers, librarians, and counselors for incidental instructional materials. Half-time employees shall receive one-half the amount allocated to full-time employees. Any monies not utilized by May 1 will revert to the school's general fund.

The form to apply for this discretional reimbursement can be found on the District website on the Forms page.

150 VANDALISM

The Borough has a policy that may provide coverage for vandalism of employees' personal property.

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.

210 HEALTH CARE

1. Health Care Plan Committee (HCPC):

A Health Care Plan 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. All voting representatives must be either elected representatives of their respective Association or participants of the health care plan. 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, 2025. The committee will determine and control the health care program for all District employees covered by the program during the term of this agreement including but not limited to the following: benefits and coverage provided, cost containment measures, preferred provider programs, co-payment provisions, evaluating other health insurance programs, and implementing any wellness measures it deems beneficial to employees and the health care program. Year-to-date fees associated with Brokers and Third-Party Administration shall be shared with the committee at each meeting.

The District may issue a Request for Proposal (RFP) for health care insurance providers independently or shall do so at the direction of the HCPC. Any proposals received by the District shall be presented to and reviewed by the HCPC at the subsequent meeting. The District shall take all necessary and reasonable steps required by the quoting agency to ensure fair and transparent access to quotes from any quoting agency. The HCPC will evaluate the need for future RFP's annually. 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.

2. <u>General Conditions:</u>

Benefits are afforded to the employee, spouse and all eligible dependents. All benefits are subject to the terms, conditions, limitations, and definitions contained in the Plan Document, and Summary Plan Description (SPD), which shall govern in the event of any conflict.

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

Employees who have alternative health insurance coverage meeting the minimum ACA requirements may elect to waive their entitlement to District provided health insurance coverage.

A flexible benefit account program, under the provision of Section 125 of the Internal Revenue Code, will continue.

Dental and vision benefits shall be provided separately from medical and prescription benefits. Employees may 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 receive dental and vision coverage.

3. Self-Funded Health Plan Costs

The District health care program is currently self-funded. Program costs are solely a product of administrative expenses and actual claims experience as reported in the District's Comprehensive Annual Financial Report.

Total District dollar share of health plan costs is calculated 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.

Ninety percent (90%) of the health care costs are paid by the District.

Ten percent (10%) of the health care costs are paid by the employees.

4. Health Care Plan Description

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

The HDHP will offer four healthcare plan tiers. The tiers will be: Employee Only, Employee and Spouse, Employee and Children, and Employee and Family.

Employee premium rates for each tier shall be set annually and made available on the District website at https://employees.kpbsd.org/health-care-plan prior to the annual open enrollment period.

Selection of employee tier for the following calendar year will be made during the November 15 – December 15 Open Enrollment period, to begin on January 1, or during a special enrollment period as required by a qualifying event.

Employees who are married to another KPBSD employee, or who are a dependent child under age 26 of another KPBSD employee, may choose to waive their own District-provided health insurance and be covered together under a single policy with the appropriate tier.

High Deductible Health Plan **(90%/10%)**		
	HRA Plan	**HSA Plan**
Deductible	$1,500 / Individual $3,000 / Family	**$1,700** / Individual **$3,400** / Family
Out of Pocket Maximum (Not including deductible)	$2,000 / Individual $4,000 / Family	$2,000 / Individual $4,000 / Family
HRA or HSA Contribution	~~$800/ Year~~ **$1,000/Year per covered employee**	~~$800/ Year~~ **$1,000/Year per covered employee**

The District shall make an annual contribution, per covered employee, of one thousand dollars ($1,000) to each employee's HRA or HSA, up to allowable IRS limits. When two or more employees are covered under the same policy, the policy-holder shall receive an annual contribution equal to one thousand dollars ($1,000) per employee covered on the policy, up to allowable IRS limits.

A health care subcommittee comprised of KPEA, KPESA, and KPAA HCPC representatives, shall determine the employee contribution amount.

Employee Health Care Reserve Account: The existing employee health care reserve account shall be maintained. Any interest gained on this account shall be retained in this account. Seven hundred fifty thousand dollars ($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 prior to the open enrollment period. 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.

The HCPC subcommittee of 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, reduce employee premiums for the following year, or may remain in the Employee Health Care Reserve account to pay down future costs or overages.

*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.

5. Plan/Benefit Changes

The HDHP in place at the time of ratification shall continue, with the following exceptions. Changes to these exceptions or any other term specified in this agreement (deductible, HRA/HSA contributions, premium cost-sharing, etc.) may not be modified by the HCPC unless the parties agree to an MOU. Effective January 1. 2027:

- Physician services received from providers not in the KPBSD Health Plan PPO network will be reimbursed at a flat sixty percent (60%) benefit level. Payments for such non-PPO physician services will not apply toward the participant's out-of-pocket maximum. These penalties shall be waived if current information about PPO providers is inaccurate or unavailable. The HCPC will have authority to assist in the implementation of this provision (such as identifying PPO providers).
- Dental Basic Care Benefit will change to eighty percent (80%).
- The fourth quarter deductible will no longer rollover for HRA plans.
- Employees will accrue two (2) additional days of leave per procedure completed using Transcarent.

6. Implementation Timeline

Due to the logistics of implementing plan changes for FY26, this Article/Section shall not be retroactive, except the following shall apply:

- A special open enrollment period will be available in November/December 2026. for coverage

to start on January 1, 2027.

- Existing employees that were participants in the healthcare plan for at least six (6) months during FY26 will receive a one-time payment in September 2026 of one thousand dollars ($1000). This will be paid on the September 2026 paycheck.

220 LIABILITY INSURANCE

The Board shall provide each certificated employee with at least five-hundred thousand dollars ($500,000) of tort liability insurance. This insurance shall cover all potential liabilities, including attorney fees, which occur in the scope of their employment (except suits against the District or another District employee). Protection from liability suits arising from assigned duties, or through supervision of extracurricular activities shall be specific items contained in the policy.

221 ON THE JOB INJURY

A. WORKERS' COMPENSATION

1. The School District, being required by law to carry worker's compensation insurance on all employees, agrees to cover those accidents that happen while an employee is on the job or in any function in compliance with a direct order by a supervisor(s).

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

3. The employee has two compensation options during any absence in conjunction with a work-related injury.

    a. The employee may choose to take worker's compensation payments in lieu of a salary benefit and retain accrued sick leave. The worker's compensation benefit will always be lower than the sick leave benefit.

    b. The employee may choose to take worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage.

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

B. AMERICANS WITH DISABILITIES ACT (ADA)

The parties acknowledge that the District must comply with the Americans with Disabilities Act (ADA) and other statutes prohibiting discrimination due to an employee's disability. It is specifically recognized that the District may need to permanently or temporarily reassign or

reemploy employees who have sustained work-related injuries and who are physically restricted, either temporarily or permanently, from returning to pre-injury job descriptions,

C. ASSAULT

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

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

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

In the case of assault by a student, the District shall investigate and determine steps to ensure the student's appropriate and safe placement moving forward; which may include the establishment of a safety plan for the student.

230 LIFE INSURANCE

A. Life insurance coverage in an amount equal to two times the employee's annual salary rounded to the next highest thousand will be provided by the District at no cost to all eligible employees. An employee may increase coverage to a maximum of double the employee's annual salary by paying the additional premium. In the event of accidental death, the insurance shall pay double the specified amount.

B. It is the employee's responsibility to sign and return the application card. All employees will complete and have on file in the Accounting Office a listing of beneficiaries.

C. Ten thousand dollars ($10,000) of term life insurance shall be provided for the spouse of the employee at no additional cost to the employee. This ten thousand dollar ($10,000) coverage does not apply when both husband and wife are employees of the School District.

D. Dependent coverage (optional): Dependent benefits, are as described by the carrier. The cost to the employee shall not exceed the per month premium rate established by carrier and shall cover all listed dependents.

E. Conversion provisions: Any employee may obtain, within thirty (30) calendar days after separation (for any reason), an individual policy without a physical examination, subject to

provisions and rates established by the insurance carrier.

232 INSURANCE DURING APPROVED LEAVES

All employees on any Board approved leave shall be afforded the opportunity to continue at their own expense, participation in any insurance program to which the emloyee was entitled as an employee under contract.

305 INSTRUCTIONAL LEAVE

All employees of the District may be excused one (1) day for instructional leave, based on the employee's FTE, without loss of pay, upon application to and prior approval of the Superintendent. Instructional leave days shall be used to enhance the employee's current assignment, and may include observing or collaborating with other teachers. Leave days granted for work-related activity at the direction of the Administration shall not affect instructional leave.

Leave not used by employees at the end of the fiscal year shall be placed into an instructional leave bank (Section 306), not to exceed 150 days.

306 INSTRUCTIONAL LEAVE BANK

Unused instructional leave (Section 305) at the end of the fiscal year shall be placed into an instructional leave bank, not to exceed 150 days.

The instructional leave bank will provide an opportunity for a tenured, certificated employee of the Kenai Peninsula Borough School District to apply for up to five (5) days leave, based on the employee's FTE, per year to receive state or national professional awards or recognition, to pursue professional development in the form of attending or presenting at educational conferences, to present at graduation, or to participate in non-district educational work such as professional association work (excluding labor association). Non-tenured, certificated staff may apply for up to two (2) days' leave per year, based on the employee's FTE, to receive state or national professional awards or recognition, or to present at an educational conference. The list of awards and recognitions shall be mutually developed on an on-going basis.

Upon applying for leave from the instructional leave bank to attend or present at a conference, the employee must submit documentation (agenda, brochure, etc.) that describes the conference for which the leave is requested, to support how it relates to the employee's career. The days in the leave bank will be approved according to the instructional leave bank guidelines. An employee receiving days from the instructional leave bank may not request further days until the following year.

A. APPLICATION PROCESS:

1. Electronic applications to the instructional leave bank shall be completed, printed, and signed by the employee at least forty-five (45) days in advance of the requested leave or no later than the 15th of the month prior to the conference. The instructional leave bank application shall then be forwarded by the employee to the immediate supervisor for signature. The signed application form shall be forwarded by the employee to KPEA President for further action or approval. The application can be found on the District Forms page.

2. Upon approval by the KPEA Executive Board, the application shall be forwarded to the District for further action or approval.

3. Should the District and KPEA not agree on the employee's requested use of the instructional leave bank, the employee may request a meeting with a District and a KPEA representative for final appeal. Final approval of the application will not be granted unless the District and KPEA reach consensus.

4. The District shall notify the employee of the final action. If the bank request is approved by KPEA and the District, it shall be forwarded to payroll for action.

307 LEGAL LEAVE

A. If a suit is brought against an employee for actions taken within Board policy and the scope of the employee's employment, the employee shall be entitled to leave with pay for any periods of work which are missed as a result of legally participating in such proceedings if directed by the Board Attorney.

B. If an 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 party, i.e., plaintiff, defendant, etc., the employee shall be paid their 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.

310 CAREER DEVELOPMENT

The Career Development program shall be funded annually at 1.0 times the average salary for the term of this Agreement. The average salary shall be defined as the average of the highest and the lowest cells of the salary schedule. All unexpended funds up to $10,000 shall roll forward to the subsequent fiscal year for the Career Development program. Funds may be granted at the discretion of the Association Career Development Grant committee, and may be used to support professional learning and development, including for membership in professional associations (not including

labor unions). For career development grants, use the application on the District Forms page.

320 PERSONAL LEAVE

Employees shall have five (5) days personal leave per year cumulative to ten (10). Except in situations in which the building administrator and the Superintendent consider extenuating, personal leave will not be granted during the first two (2) weeks or the last two (2) weeks of the school year. When personal leave has been exhausted, employees may purchase one (1) additional day of personal leave per year at the rate of $250.00, which is deducted from their next paycheck. This additional day may not be cashed out.

Unused personal leave may be cashed in at the end of the school year per the following guidelines: No more than four (4) days per year may be cashed in. The value of each day will be equivalent to the employee's per diem. A request must be received by payroll on or before May 31.

Personal days that are requested and then not used may be reissued after written application (on the form) to the Human Resources Office. Application shall be made within thirty (30) days of the unused personal day.

Employees formally retiring from the education profession with vested service in the Alaska Teacher's Retirement System may:

A. receive a cash settlement for their accrued personal leave days. This amount shall be the number of accrued personal leave days times their per diem rate; or

B. may submit a request no later than November 1 to exchange up to seven (7) personal leave days for a contract extension for site level approved projects. The remainder of personal leave would be eligible for cash out at the per diem rate.

325 PERSONAL AND SICK LEAVE FOR LESS THAN FULL-TIME EMPLOYEES

Employees on half-time contracts shall receive only five (5) half-days personal leave and twelve (12) half-days sick leave. These benefits for other employees working more than one half-time will be prorated to the proportion of their contract.

330 CIVIC LEAVE

The Superintendent shall grant a leave 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 a public office, including positions on a tribal council, other than themselves.

Employees on leave without pay under this section for 90 days or more shall have the option to return to the same position and/or site they had when requesting the leave.

For state legislators, the terms of AS 14.25.560 shall apply.

335 SABBATICAL LEAVE

A sabbatical leave may be granted for up to four (4) employees per year by the School Board for educational purposes including study in another area of specialization. To be eligible, an applicant must have completed at least seven (7) full years of service in the District. (AS 14.20.280)

A. Employees requesting sabbatical leave must complete the sabbatical leave form and submit a copy in writing no later than February 1 to the KPEA President and the Superintendent. Action must be taken by the School Board on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

B. The School Board reserves the right to pay the recipient in terms of compensation and/or payments of benefits. The recipient reserves the right to accept or reject the terms of the sabbatical leave. On approval of sabbatical leave the employee is encouraged to contact the Human Resources Department for clarification of the Board approved terms prior to accepting the sabbatical leave.

C. Notification of return from sabbatical leave must be given to the Superintendent in writing and postmarked on or before February 1.

D. Upon return from sabbatical leave, an employee shall be placed on salary schedule at the level the employee would have achieved had the employee remained actively employed in the District during the period of absence.

339 AUTOMATED SUBSTITUTE SYSTEM

The District will maintain an automated substitute system for certified employees.* Excluded from the automated substitute system shall be employees at: Port Graham, Nanwalek, Hope, Seldovia, and Tyonek.

340 SICK LEAVE

The District shall credit, without limit, sick leave with pay to all employees in a manner consistent with AS 14.14.107 as amended, Title 4 Alaska Administrative Code 4 AAC 15.040, and at a rate not less than one and one-third (1-1/3) days per month and consistent with the following provisions:

A. All employees shall be allowed to choose provisions of either the Alaska or Federal Family

Medical Leave Acts, based on their eligibility for the FML.

B. An employee may use accrued sick leave for leave due to personal injury or illness, accident, or medical, dental, or optical appointments.

C. Employees will be eligible for sick leave due to personal disability caused or contributed to by pregnancy in the same manner as all other disabilities.

D. A maximum of ten (10) days of sick leave per incident shall be granted to an employee for the death, illness, or welfare of a person in the employee's immediate family. Employees may be eligible to use additional leave under provision A of Section 340, 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.

E. A maximum of three (3) days of sick leave may be used for parental purposes within the first week of the birth or adoption of a child. Employees may be eligible to use additional leave under provision A of Section 340, 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. A minimum of one hour will be used for each absence. Absences that exceed 1 hour will be recorded in 15 minute increments.

G. For purposes of this section, members of the immediate family include spouse, fiancé, fiancée, domestic partner, parent, child, sibling, child-in-law, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, guardian, and ward.

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. No past decisions regarding sick leave will be considered as precedent.

J. After sick leave use exceeding three (3) consecutive days, and upon request by the District, the employee will submit proof that the leave was for approved purpose.

K. Employees with no accrued sick leave on their first contracted work day may run a negative sick leave balance up to six (6) days through December. Any remaining negative sick leave balance shall be adjusted as a loss of pay on the January pay check.

L. SICK LEAVE AS EMERGENCY LEAVE

At the discretion of the Superintendent or designee, up to three (3) days of sick leave may be used for emergencies under the following conditions:

Emergencies are defined as situations that are suddenly precipitated or of such nature that preplanning could not relieve the necessity of the employee's absence. Further, such situations must be of major importance and not be of mere convenience. However, the

District and Association recognize that travel in and out of Alaska is unpredictable and weather and mechanical delays may prevent an employee from returning to work on time. Within five (5) working days of the employee's return from emergency leave, the employee will, in writing to the Superintendent or designee, explain the need to use sick leave as emergency leave, and provide any available and appropriate documentation.

341 SICK LEAVE BANK

A. ADMINISTRATION

The sick leave bank will be administered in accordance with AS 14.14.105 and as follows:

1. Sick leave bank withdrawal requests will be based on employee's personal medical necessity only and when ten or more consecutive days of absence will occur.
2. Sick leave days from the bank may be granted only when the number of sick leave days accumulated by the employee has been exhausted.
3. Withdrawals may be made for up to twice the number of sick days accumulated before the first day of school of the current school year, or 24 days, whichever is greater.
4. The employee is not automatically entitled to the number of days for which he may be eligible.
5. Bank withdrawals shall not be granted for child rearing or elective surgery that could be performed during vacations.
6. Unless otherwise mutually agreed, bank withdrawals shall be granted on one time per year for the same illness.
7. Employees beginning service with the District shall contribute one (1) day to the bank, immediately following the January pay period or the first accumulated day thereafter. When the bank drops below 250 days each employee shall contribute one (1) day to the bank. The day shall be taken at the pay period following the drop in bank days below 250. If no day is available for contribution, the first accumulated day thereafter shall be contributed.
8. Employees formally retiring from Alaska TRS shall not be required to contribute to the sick leave bank in their last year of employment if the District is notified no later than January 15.
9. Within ten (10) days of the end of the Quarter, as listed on the Board Calendar, the District will generate a report listing days used by the sick bank recipients, and the current number of reserve days.

B. APPLICATION PROCESS

1. Employees may apply to the sick leave bank prior to exhausting their own sick leave.

2. Applications to the sick bank shall be completed by the employee and forwarded to the Human Resources Office for review of accuracy and completion. Applications can be found on the District Forms page.

3. Complete applications in accordance with sick bank rules, will be forwarded to KPEA, for their review and recommendation.

4. Applications will be returned to the Human Resources Office for action. Should the District and KPEA not agree, no action will be taken until consensus can be reached.

5. If the application for sick leave bank days is granted, the days will become available when the employee's own sick leave has been exhausted and when ten or more consecutive days of absence has occurred.

6. Withdrawal requests shall be based on the employee's personal medical necessity and be accompanied by a medical recommendation. The KPEA Executive Board and/or the District may request a second opinion.

7. A copy of the final action shall be sent to the employee and KPEA. If the bank request is approved by the District, it shall be forwarded to payroll for action.

342 USE OF SICK LEAVE FOR BEREAVEMENT

Accrued sick leave may be used for bereavement in the event of a death in the immediate family for a maximum of ten (10) school days; in the event of a death of a spouse, fiancé, fiancée, domestic partner, or child, a maximum of thirty (30) school days. This leave must begin within thirty (30) days of the 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, parent's sibling, first cousin, child, sibling, 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 hours of the employee's accrued sick leave to attend a funeral or memorial service. The employee may claim on the employee's timesheet up to four 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.

343 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 donation form showing the amount of leave to be donated. The donating member must maintain a minimum of 10 days sick leave in their account (except as specified in H). The leave donation from shall specify the recipient of the donated leave, either an individual or the Sick Leave Bank.

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 20 days per school year. 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 on the last day of their active KPBSD employment, provided the form is forwarded to the District prior to or on the employee's last day of their active KPBSD employment. Leave may be donated to the sick leave bank or directly to another employee.

I. Immediate family members have the right to donate and receive an unlimited amount of sick leave days, keeping a 10 day balance in their account, to and from immediate family members. For purposes of this section only, immediate family is defined as (including in-law and step relationships) parent, spouse, fiancé, fiancée, 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.

345 UNPAID LEAVE OF ABSENCE

A. Any employee may, upon written request to the Superintendent and with approval of the School Board, be granted an unpaid leave of absence for illness, professional study, or for personal reasons; however, it is the policy of the School Board not to grant leaves in excess of five (5) percent of the certificated staff each year. Unpaid leaves of absence may be granted only to employees who have completed five (5) consecutive full-time years of service in the District.

B. Short leaves of two (2) weeks or less may be approved for extenuating circumstances by the Superintendent, without School Board approval, after submission of request to the Superintendent by the building administrator.

C. Employees, when granted unpaid leaves of absence, will not be guaranteed immediate employment upon their return unless they return to duty on the first day of the school year. Notification of such return must be given to the Superintendent in writing and postmarked on or before February 1.

D. Employees, when granted leaves of absence for an advanced education degree, or an illness, shall have the option to return to the same position and/or site they had when requesting the leave. Leave granted for any other reason will result in assignment as determined by the Superintendent.

E. Unpaid leaves of absence may be granted for one (1) year at a time without pay and may be subject to renewal in the cases of military duty. Any employee who chooses to remain in the military service longer than six (6) months after becoming eligible for discharge shall forfeit all rights to reinstatement.

F. If an employee on unpaid leave of absence remains away from duty beyond the expiration date of the employee's leave or renewal, the employee's position shall be vacated by such failure to return.

G. Emergency leave may be granted to an employee at the discretion of the Superintendent.

H. Unpaid leave of absence, when granted for gaining an additional educational degree, shall allow the employee the option of paying into the teacher retirement system. Refer to AS 14.20.345.D.

I. Criteria for granting one-half (1/2) or one (1) year leave shall be applied equally and equitably to all employees.

346 LEAVE OF ABSENCE FOR RESERVE OR AUXILIARY MEMBERS OF ARMED

FORCES. (AS 39.20.340)

A. 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 16 1/2 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.

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

C. If the School District employee has the option to serve military duty when school is not in session, the employee shall elect that option.

405 ADDITIONAL EDUCATIONAL EMPLOYMENT

A. The decision to grant an extended contract shall be made by the Superintendent, with reference to building recommendation and the building budget. The salary for an extended contract shall be computed and paid at the employee's per diem or prorated per diem rate. The employee may accept or reject the extended contract.

B. Any mandated training must occur within the KPBSD adopted school calendar or within five (5) work days before or after the KPBSD adopted calendar(s) and shall be paid at the employee's per diem rate or prorated per diem rate.

C. The salary for any other additional educational employment shall be paid at the employee's per diem rate or prorated per diem rate.

D. Upon agreement between the employee and the School District, employees may be contracted for special projects. Such contracts shall be voluntary.

410 INVOLUNTARY TRANSFERS

When involuntary transfer or reassignment is necessary, an individual's area of competence, major/minor field of study, length of service in the District, and other relevant factors including, among other things, State and/or Federal laws, rules, regulations or administrative directives shall be considered in determining which employee is to be transferred or reassigned.

An involuntary transfer or reassignment shall be made only after a meeting between the individual involved, the immediate supervisor, and Human Resources. The involved individual shall always be able to request attendance at the meeting by a KPEA representative. At the meeting, the individual shall be notified of the reason for transfer. If an employee is involuntarily transferred more than twenty (20) miles from the employee's place of residence moving expenses shall be paid in accordance with A.S. 14.20.148. No employee shall be involuntarily transferred for arbitrary or capricious reasons.

Employees being involuntarily transferred due to declining enrollment will be informed of appropriate vacancies known at the time the transfer decision is being made. Employees will be able to indicate their preference of assignment. If possible, the employee being involuntarily transferred will visit the new assignment prior to transfer.

An employee transferred due to declining enrollment shall have first right of refusal if the position is reinstated at the school from which the employee was transferred. Involuntarily transferred employees shall notify the District of their intent to return to the site by applying for available positions. Employees shall retain this right of refusal for 18 months from the date of involuntary transfer.

411 VOLUNTARY TRANSFERS

Tenured employees who desire to transfer to another building may file an application for the open position. Voluntary transfer requests shall remain active and in effect until May 31st. Tenured employees will be granted interviews. Transfers shall be made based on decisions by the building administrators and Human Resources.

After May 31st all tenured employees transfer application requests will become null/void. Individuals may then apply for positions which are open but are not guaranteed an interview. Requests for interviews and transfers shall be made on a case-by-case basis through the building administrators and Human Resources.

In the consideration of requests for voluntary transfer, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. Criteria will include: the wishes of the individual, individual qualifications, instructional requirements, and length of service in the School District. In order to be eligible for a voluntary transfer, an employee must have obtained tenure except in situations that the Superintendent deems to be extenuating. An employee whose transfer request is not granted shall upon written request to Human Resources, be provided with the reasons for the denial, in writing.

After August 1, the School District shall, upon request from KPEA, make a list available which includes vacancies, existing positions filled for the coming year, the names of persons reassigned, transferred, and newly appointed and the positions which they have been given. The list may be updated upon request. KPEA shall be responsible for the distribution of said list to buildings.

415 STUDENT DISCIPLINE PROCEDURE

When in the judgment of an employee, a student discipline matter requires the attention of the unit administrator, the unit administrator or designee after being informed of the desire for a conference by the employee, shall arrange, as soon as possible, for a conference between the employee and the administrator or designee to discuss the problem and to assist the employee in developing a solution for the student discipline problem.

Administrators will be especially aware of discipline problems involving verbal and/or physical abuse and will respond accordingly, making sure they have done their best to ensure safety for all employees and students.

420 DUTY-FREE LUNCH

Every governing body shall allow its employees in school facilities with four or more employees a daily duty-free mealtime of at least thirty (30) consecutive minutes reasonably scheduled during the middle of the employee's work day (AS 14.20.097), exclusive of a total of five minutes passing time as determined by the principal, except in case of an emergency. An employee shall be free during this time to leave the building after informing the unit supervisor or designee. The unit administration will be responsible for implementation of the duty-free lunch.

425 SCHOOL CLOSURES

In the event that it becomes necessary to close the school(s) because of inclement weather, volcanic disruption or other acts of God, the District Administration shall make every attempt to notify the appropriate media services.

No employee shall be required to remain on a campus after the District has given notification to close the employee's work site because of hazardous health and safety conditions. Employees may be assigned to another work site. Employees shall remain at the school site until such time that all students are released from the school.

In the event that the District Administration delays the opening of school(s), employees shall report thirty (30) minutes before the students' start time, and leave thirty (30) minutes after thestudents' departure time.

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

Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules.

When the District determines to make-up school days missed, such scheduling of make-up days shall be accomplished with input from members of the bargaining unit in the affected buildings. In case of extended closure these rules shall not apply.

427 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.

430 END OF QUARTER DAYS

A minimum of one and a half (1.5) days of the calendared non-student days prior to the start of the school year shall be used solely for uninterrupted, employee-directed time, for the purposes of preparing for the first day. These shall not include any mandatory trainings, meetings, or professional development.

The last day at the end of the first, second and third quarters shall be an employee-directed, student-release day for the purpose of grading, assessment, and planning (GAP) by employees. Fourth quarter grades/report cards/comments will be due before the employee is released for summer.

To opt out of this provision, schools on variance calendars may submit a proposal to District administration in accordance with calendar submission deadlines. Employees at these sites shall be compensated at their regular rate on the date the GAP variance day is rescheduled.

431 INSERVICE TRAINING AND WORKSHOPS

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

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

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

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

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

432 SPECIAL EDUCATION WORKLOAD

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

- Two (2) Saturdays will be scheduled throughout the school year (one per semester) by the Student Support Services (SSS) department. These days are designated for eligible employees to work on documentation associated with Individual Education Plans for students on their caseload. These days will be employee-directed and will be optional. Employees who attend will be paid their per diem rate for the day.

- A minimum of Four (4) staffing days will be available to each eligible employee for substitute coverage during the normal workday, in order to attend to their additional workload. Additional staffing days may be available with principal approval.

B. If the District wishes to host Special Education-Specific training during in-service days, any training greater than a half-day will be held as additional days outside of the already-scheduled in-service days. This is to ensure that Special Education employees have the same access to other building-directed professional development, as well as employee-directed preparation time as other employees. Employees attending any additional Special Education-Specific in-service periods outside of the regular workday shall be paid their per diem rate.

435 JOB OPENINGS

All vacancies that occur during the calendar year will be posted on the District web page and the staff given the opportunity to apply for these positions.

436 EMPLOYEE INVOLVEMENT IN SELECTION OF ADMINISTRATION

There will be employee input into the selection of the employee's building administrator(s) and/or immediate supervisor. The Association recognizes that the final hiring decision rests with the Board and/or Superintendent.

440 JOB SHARING

If two (2) employees voluntarily choose to share one (1) position, and the unit administrator who will supervise the position approves of the job sharing, all of the following conditions shall prevail:

A. Both employees shall be tenured.

B. Both employees in job-sharing assignment shall continue to be covered by the terms of this Agreement except that:

1. They shall be eligible and accrue a proportional share of the leave benefits, salary, District insurance costs, which are the same as their percentage of the job-sharing contract.

2. If an employee in a job-sharing assignment wishes to purchase, at the employee's personal expense, any insurance benefits limited by (B-1) above, the employee will be allowed to do so.

C. No employee shall be required to share an assignment.

D. In the event of any computation of seniority, employees in the voluntary job-sharing position shall be granted a proportional year's experience for each year in which they have signed a contract to perform part-time teaching service for 180 or more school days.

E. In the event of a reduction in force, employees in job-sharing positions may be required to convert to full-time position.

F. The participants shall agree prior to commencement of the job share who has priority of the position should the job share cease

445 PERSONNEL 201 FILES

Each employee's permanent personnel 201 files shall be maintained under the following conditions:

A. All materials placed in the 201 file and originating within the District shall be available to the employee, or employee's designee, for inspection by appointment.

B. Evaluation forms and other documents pertaining to the employee's performance and

character shall remain a permanent part of the 201 and shall not be removed without written notification.

C. The employee shall have the right to respond in writing to any material filed, and such response shall be included in the 201 file.

D. 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. Upon acquiring tenure the above material contained in this section (D) will be removed from the 201 file upon the employee's request.

E. Material originating within the District which is derogatory to an employee regarding that employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that the employee has read such material by affixing the employee's signature to the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. Derogatory material proven to be unfounded in a grievance resolution shall not be retained in the 201 file.

F. When the employee refuses to sign the material, notice of refusal shall be forwarded to KPEA and a copy of such notice attached to the material and filed in the 201 file.

G. There shall only be one official personnel file containing material for evaluative purposes; that is the Personnel/201 file. Official material used for evaluative purposes, or non-retention for performance reasons, will be placed in the 201 file.

H. It is recognized by the Association that building files are maintained. Building files will not be transferred between worksites. Building files for all tenured teachers will be destroyed by the outgoing administrator when the administrator is no longer employed at that site. Materials in the building file that are not contained in the personnel file will be destroyed after twenty-four (24) months.

446 EMPLOYEE DISCIPLINE

No employee shall be disciplined, deprived of professional advantage, or reprimanded without Just Cause.

The process of discipline shall begin when it has been determined, following the principles of Just Cause, that a problem exists. Any complaint known by the Administration, and not called to the attention of the employee within thirty (30) calendar days may not be used as the basis for any disciplinary action against the employee. Anonymous complaints may not be used as basis for disciplinary action.

Non-disciplinary measures may include, but are not limited to, Oral Instruction or a Written Letter

of Expectations.

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.

The District agrees to follow a standard of progressive discipline, provided however, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Discipline under this section may include, but is not limited to, the following Progressive Disciplinary Steps: Written Letter of Warning, Written Letter of Reprimand, Suspension without Pay, and Termination.

At Level 3 (School Board) hearings and arbitration on issues concerning discipline, the District bears the burden of proof.

450 ACADEMIC FREEDOM

A. It is the intent of the parties to assure that employees enjoy academic freedom in the District. Academic freedom shall mean that employees may exercise academic freedom in pursuit of the adopted District goals and objectives. Within this context employees shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner and assuming that all discussion shall be maintained within the outlines of appropriate course content.

B. The use of supplemental materials in accordance with this Section will not be the sole reason for discipline or poor evaluations.

C. It is the intent of the parties that this article shall be utilized only to process claims that academic freedom, as defined in paragraph A above, has been breached by some specific, definitive act or order of the Administration or Board.

451 ASSIGNMENT OF STUDENT GRADES

A. The employee has the initial right and accepts full responsibility to determine student grades, within the grading policy of the District based upon the employee's professional judgment of available criteria pertinent to any given subject area or activity for which the employee is responsible.

B. No student grade shall be changed by anyone other than the employee unless the Superintendent approves it. The person making the change shall, in writing, notify the employee who originally assigned the grade.

453 JOINT COMMITTEES

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

A. CALENDAR COMMITTEE

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

B. CURRICULUM REVIEW COMMITTEES

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

C. STAFF DEVELOPMENT COMMITTEE

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

D. WORKLOAD REVIEW COMMITTEE

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

455 REDUCTION OF STAFF

The District may implement a layoff if it is necessary to reduce the number of tenured teachers because school attendance in the District has decreased; or the basic need of the District determined under AS 14.17.410(b)(1) and adjusted under AS 14.17.900(b) decreases by three percent (3%) or more from the previous year.

The procedures set forth in this Section apply to reduction in the number of tenured teachers, excluding tenured teachers who have been dismissed or non-retained per AS 14.20.175.

If the District has necessary budget information available to make a decision regarding staffing prior to March 15, it shall notify the Association of a potential need for a reduction in staff for the next year. Failure to give such notice by March 15, shall not prevent the District from non-retention of tenured teachers under AS 14.20.177, providing individual notification statutes have been followed.

The District may place a tenured teacher on layoff notice only after all non-tenured teachers have been given notice on non-retention, except in the case where a necessary position cannot be filled by a qualified tenured teacher. Qualifications shall be determined per AS 14.20.177.

At the time the District determines that a reduction in staff is necessary, the District shall identify academic and other programs they determine to maintain in implementing the layoff plan.

SENIORITY

Seniority means a teacher's length of consecutive service in years, months and days with the District. Seniority shall accrue from the date the Board acts to approve the contract, or from the effective date authorized by the Board, whichever comes first. Seniority computation is also defined by the following;

A. Time spent on unpaid leave, lay-off, or on paid leave shall count towards seniority for the purpose of determining seniority for RIF.

B. Seniority earned as a teacher shall be retained as long as the teacher remains under continuous contract with the District, or is on lay-off status.

C. Seniority of part-time teachers shall be treated as if the teachers have been employed on a full-time basis.

D. Lot shall resolve ties in seniority.

The District shall maintain a seniority list of all current teachers. A copy shall be provided to the Association and to each building representative by November 1 of each year. The list shall include the following information: name, board hire date, effective start date, endorsement.

Any changes by a teacher to the teacher's placement on the seniority list must be made prior to December 15 of the year in which the list is published.

The District may attempt to lessen the impact and extent of a reduction in staff through encouragement of unpaid leaves, retirement, or by any other means deemed appropriate.

LAY-OFF

In the event that it is necessary to reduce the number of tenured teachers, the District shall notify, in writing, the least senior teacher, pursuant to the seniority list, who is qualified for a position as shown by an endorsement on Alaska teaching certificate, academic majors designated on official transcripts, or any other factors defined under State law, that the teacher is being laid off.

The names of teachers who are laid off because of a reduction in staff shall be placed on a recall list that is prepared in the same manner as the seniority list and which shall include the date of layoff.

The date of layoff is the last day a teacher works after receiving a layoff notice or the date of the layoff notice, whichever is later in time.

RECALL

Teachers who are laid off shall be recalled for vacant teaching positions. Vacant positions shall be offered to laid off teachers in the order of most seniority first with qualifications for the position as determined by endorsement on teaching certificate, academic major or other qualifications under State law.

It is the responsibility of the teacher to provide the District with a current address.

Teachers shall remain on the recall list for thirty-six (36) months from the date of layoff, unless the teacher:

A. Fails to provide the District with a current address.

B. Fails to respond to an offer, which shall be sent by certified mail, return receipt requested, within ten (10) days of the date a notice of recall is received by the teacher.

C. Refuses a position with at least the same number of hours as the teacher's former position, unless the position is located more than twenty (20) miles from the teacher's former position, or unless the teacher declines the offer because the teacher is contractually obligated to provide service to another private or public educational program.

Part-time teachers shall be eligible for recall to an equivalent or greater position.

All benefits allowable, including tenure status and earned leaves, to which a teacher was entitled at the date of layoff, shall be restored in full on re-employment.

Laid off teachers shall be entitled to COBRA benefits in accordance with applicable laws and regulations.

460 RECALL RIGHTS AND TENURE ACQUISITION

A. Any teacher hired (1) for an entire school term to replace another teacher who is on an approved leave of absence, or (2) after the start of the school year but not later than October 10th, and is employed until the end of the school term under contract shall be retained in either case for the following school year unless:

1. The teacher is notified of non-retention pursuant to AS 14.20.175 and applicable District Policy. In such situations the teacher shall have the right to challenge the non-retention pursuant to applicable District policy and State statutes. If the teacher

is non-retained in this fashion, no re-employment rights shall be available under Section 455 of the negotiated Agreement or otherwise; or

2. The teacher is notified of a RIF affecting future employment. The RIF is based on either a reduction in funding or enrollment and is not related to the teacher's performance. In such situations recall pursuant to Section 455 of the negotiated Agreement shall apply; or

3. The teacher has filled a position held by another teacher who is unavailable due to long-term illness, approved leave or other situation from which the prior teacher returns to work the following school term. In such situation, the new teacher shall be entitled to recall rights pursuant to Section 455 of the negotiated agreement, unless the new teacher has received a proper notification of non-retention as provided under Section A (above).

B. Any teacher who is hired after October 10 in any given school term until the end of the school term may be non-retained for the following school term due to lack of adequate time to fully evaluate the teacher's performance and capabilities. Unless such a teacher is non-retained pursuant to Section A hereof, no additional notice of non-retention beyond the contract itself shall be required but the teacher shall be eligible to apply for continued employment with the District and will be considered for re-employment based upon all relevant factors including the teacher's past performance with the District. No specific rehire rights shall exist, however, pursuant to Section 455 of the negotiated Agreement or otherwise. Administrators, when hiring, shall be made aware of teachers hired after October 10 during the preceding year. The list shall include their name, grade/subject assignment and school site.

C. Any teacher who is hired under a contract which terminates prior to the end of the school term shall have no rehire rights or right to further notice of non-retention other than the contract. Such teacher shall be eligible to apply for rehire with the District.

D. If a teacher initially employed under paragraph A hereof is rehired for the next full school term, the District shall treat the teacher as if the teacher had been employed for the entire school term during the teacher's first year of employment. Thus, the first year of teaching shall be treated as a full year of service for placement on the negotiated salary scale, and, should the District seek to non-retain the non-tenured teacher, the process shall be bound by applicable District policies, State statutes, and the negotiated agreement.

E. Should the District seek to non-retain a tenured teacher, the process shall be bound by applicable District policies, State statutes, and the negotiated agreement.

463 SUBCONTRACTING

In the event of the need to sub-contract a position for services mandated by law, the District will provide the KPEA president a monthly report of each bargaining unit position filled with a subcontractor during the previous month. The Board must attempt to fill positions using standard hiring procedures before resorting to sub-contracting.

466 SPECIALISTS

The Board recognizes the importance of specialists in the area of Special Services, Library, Art, Music, Computers, Vocational Education, and Physical Education, and also recognizes the importance of consultants in the area of Guidance, Reading, Health and Testing.

470 WORKDAY

The District and the Association recognize and agree that the teacher's responsibility to the students, community, and profession generally entails the performance of duty and expenditure of time and service beyond classroom duty hours.

A. Teachers shall be on duty for a combined total of 60 minutes before and after the student day, exclusive of the duty-free lunch period, unless specifically excused by the principal. Teachers will have discretion in adjusting their schedules for work related evening commitments, consistent with safety and professional responsibility. This provision allows teachers to best utilize their planning and conference times to meet the needs of the individual teacher and parents of the students served. A teacher's flexible schedule shall not interfere with regularly scheduled staff meetings or assigned duties. Teachers shall notify parents of office hours during which conferences may be scheduled. Other times may be arranged by the teacher as necessary to assure parents opportunities for discussion.

B. The 60 minutes beyond the student day shall be utilized in such a manner to maximize the efficient use of time for planning, and conferences (i.e. 45/15 or 15/45). In no case shall the teacher's normal workday begin or end less than 15 minutes before or after the student day. Upon request, teachers will provide administrators with their flexible schedule.

C. Consistent with 470 (A), teachers are expected to give precedence to faculty meetings, curriculum development meetings, or assigned school duties so long as these meetings do not exceed the student day by more than one hour. Faculty meetings will be scheduled no more than once per week. Teachers shall be expected to attend one open house per year unless the administrator excuses the teacher for extenuating circumstances.

D. Teachers responsible for non-traditional programs, such as Connections or Distance

Education, may enter into an agreement with their administrator to modify the timing of their duty day to accommodate the program.

E. The District will provide nursing mothers with the level of federal breastfeeding benefits provided to hourly employees in the Fair Labor Standards Act.

474 IMPACT OF CLASS SIZE

The parties acknowledge that nothing contained herein shall limit the Board's prerogative and authority to set the size of any class at whatever level it desires. The parties also acknowledge that there exists a definite relationship between the students' needs and the amount of work required of the employee.

Further, the District recognizes the importance of placing students in the Least Restrictive Environment and involving all employees in the inclusion model.

In recognition of the significance of class size and/or student safety, and/or the inclusion model, any employee who believes class composition and size significantly endangers, disrupts, or impedes the students' education will request a meeting with supervisory personnel and/or the shared decision-making team for the purpose of seeking feasible alternatives which may include the assignment of additional staff, modification of schedules, etc. A meeting will be scheduled as soon as possible after receipt of such request. Should a satisfactory resolution not be reached at the building level, the employee may appeal to the Superintendent for resolution. The appeal meeting must take place within thirty (30) days.

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3416

http://www.kpbsd.k12.ak.us/school_board.aspx?id=3144

475 TEACHER PREPARATION PERIODS

All full-time teachers at the junior high and senior high level will have five (5) unassigned preparation periods per week, or the equivalent of, after mutual agreement of the majority of staff and administration. The District will consider elementary principal/staff proposals which incorporate prep periods equivalent in duration to those of junior and senior high school teachers. All full-time elementary teachers and other teachers will be provided with at least one (1) uninterrupted thirty (30) minute preparation period per day. Such teacher preparation periods shall not occur during the first thirty (30) or the last thirty (30) minutes of the teacher's duty day. Teachers not classified in the above groups shall be provided with the same relief and preparation time to the same extent as other teachers in the District. Elementary and secondary schools staffed with six (6) or fewer certificated teachers are exempt from the above standards if the certificated staff and the school administration agree on a different plan to accomplish planning time.

When a teacher agrees to use prep time to cover another class or assignment, the teacher will complete the Prep Time Pay Form to request compensation. Prep time coverage is to be strictly voluntary.

Teachers serving in more than one building shall be provided adequate travel time and a minimum of five (5) minutes additional time before student contact at their additional buildings.

No teacher shall be required to give up preparation time.

479 EMPLOYEE EXCHANGE

A. The District may allow currently contracted tenured employees to exchange assignments within the District for a period of one (1) year. If both employees exchanging assignments wish to remain in their exchanged assignments, they may be allowed to do so as long as the exchange is within their areas of academic preparation.

B. If an employee with prior approval of the District and subject to the terms of the Alaskan Regulation Title 4 – 4AAC30.010 arranges to participate as an exchange employee in an international, interstate, or intrastate educational exchange program, and if the District agrees to the exchange, the exchange can occur. For the District employee on exchange, exchange time will be considered as regular, uninterrupted service to the District and the employee shall receive all rights and benefits, to which the employee would be entitled, if there had been no exchange.

480 NOTIFICATION OF NON-RETENTION

Non-tenured employees must be notified in writing delivered on or before the last day of the school term or by registered mail postmarked on or before the last day of the school term. Failure to notify an employee of non-retention shall constitute a declaration of intent to employ for the following year.

The District shall reference board policy 4117.6 and supporting administrative regulation 4117.6 in all non-retention letters.

483 EMPLOYEE RIGHTS

A. The parties agree there shall be no discrimination against employees in any matter prohibited by law or on the basis of affiliation or non-affiliation with the Association.

B. No bylaw or regulation of the School Board or school administration may restrict or modify the right of an employee to engage in comment and criticism outside school hours, regarding school personnel, members of the governing body of any school or school district, any other public official, or any school employee, to the same extent that any private individual may

exercise the right.

490 EMPLOYEE EVALUATION

A. Employees will be evaluated in accordance with the District's evaluation procedures adopted by the Board, which meet the requirements of AS 14.20.149.

B. Employees shall be notified which evaluation pathway they will be on for the year by October 1, in accordance with the District's evaluation procedures.

C. The evaluation must clearlyindicate when information other than specific observations by the evaluator has been used and clearly identify the source of the information.

D. If the purpose of an evaluation conference is to place an employee on a Directed Assistance Plan or Plan for Improvement, the employee has the right to request Association Representation and shall be given at least forty-eight (48) hours to obtain such representation. No employee shall be placed on a Plan for Improvement without: (1) an individual pre-evaluation conference with the evaluator; (2) a minimum of two observations by the evaluator; and (3) a post-evaluation conference after each observation. The areas needing improvement, the program to be followed that shall include expectations, activities and prescribed timelines, the monitoring system, and duration shall be included in the Plan for Improvement.

E. Employees shall have the right to respond, in writing, to an evaluation.

F. If a change in the evaluation procedure is to be considered, the Association President shall be involved.

505 INFORMATION

The District agrees to furnish to the Association, in response to reasonable requests, all available reports and information concerning the educational program and the financial resources of the District.

510 RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any 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 or leave.

520 USE OF DISTRICT FACILITIES

The Association and its representatives shall have the right to use District facilities at all reasonable hours, for meetings with advance approval of the building administrator. No reasonable request to conduct an Association meeting at any facility shall be denied.

525 USE OF DISTRICT EQUIPMENT

The Association shall have the right to use District equipment, including computers, copy machines, and all types of A/V equipment at reasonable times, when such equipment is not otherwise in use. Any equipment lost, stolen or damaged while in use by the Association shall be repaired or replaced by the same.

530 SUPPLIES

The Association shall have the right to purchase expendable office supplies and other materials from Central Purchasing at the price published by the School Board.

535 MAIL FACILITIES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of the building administrators or other members of the administration. The building administrators or School Board will not be responsible for items lost or misplaced. U.S. Postal regulations shall apply.

540 NON-JEOPARDY CLAUSE

The District shall comply with all applicable federal, state, and local anti-discrimination laws and regulations, as well as all applicable Board policies.

The District shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, or terms and conditions of this Agreement on the basis of race, sex, color, religion, age, physical handicap, marital status, change in marital status, sexual preference, political affiliation, or national origin.

No employee shall suffer discrimination, jeopardy, or coercion in employment or promotional opportunity because of Association activities.

541 MEMBERSHIP RIGHTS

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.

545 KPEA PROFESSIONAL LEAVE

A. ASSOCIATION LEAVE

The School Board shall grant a minimum of one and a half (1.5) days for each fifteen (15) members of the bargaining unit. Days beyond those provided, if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any. The unused leave will be allowed to accumulate from year to year to facilitate negotiation years.

B. NEA LEAVE

NEA leave shall be granted to State officers and to members of committees and commissions as requested by the State or National Associations. A maximum of fifteen (15) days shall be approved, at District expense, to be used for official NEA State or National Association business. Days beyond those provided, if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any.

C. PRESIDENT RELEASE TIME

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

1. the Association shall reimburse the District the full salary and benefits costs for the released President;
2. the President shall not be released until the District has found an acceptable substitute who can perform the President's professional duties and responsibilities;
3. the request, with the expected contracted days and FTE of the release, must be made in writing prior to April 15 of each year for the following school year.

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

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

550 DUES, DEDUCTIONS, CONTINUING MEMBERSHIP

A. All dues deductions will be made only upon written authorization of the employee. It is the responsibility of the employee to notify the Association at the same time.

B. Payment of such dues shall be deducted from members in nine (9) monthly payments commencing with the September payroll as directed by the Association at no cost to the employee or the Association.

C. Payroll deduction will continue from year to year unless a different method of payment is requested in writing by the Association or the individual employee. A member who wishes to stop payroll deduction of dues must notify the Association and the District in writing. The District shall notify the Association in writing of members dropping deductions.

D. The Association will supply the District with the authorization forms of employees for continuing dues deductions. If the employee's membership authorization is through a digital form, the District will accept an email by the employee, from their District email address, authorizing dues deductions based on the digital form.

E. At the end of each payroll period, the District shall remit within two (2) weeks, to the Association, all Association dues withheld that month. 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.

F. The District will deduct any dues not paid prior to the issuance of final check for employees separating employment from the District. The Association shall not hold the School Board responsible for deducting dues of employees separating employment, if separation is after issuance of final check.

G. The Association agrees to indemnify and hold the District harmless against any liability and pay all costs and attorney's fees that may arise by reason of any action taken by the Board in complying with the provisions of this article.

553 IRS SECTION 125 PLAN

The District will provide an IRS Section 125 Plan.

555 OTHER DEDUCTIONS

Upon appropriate written authorization from the employee, the School Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, or any other plans or programs, jointly approved by the Association and the District.

560 CONFORMITY TO LAW

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

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

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

565 ASSOCIATION RIGHTS

A. ASSOCIATION REPRESENTATIVES

KPEA has the right to designate Association Representatives. The Association will provide the Superintendent's office with the name(s) of the Association Representative(s) so designated for each site.

B. ACCESS TO BARGAINING UNIT MEMBER INFORMATION

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

- name,
- position,
- FTE,
- work location, and
- work email address.

Monthly, the District shall supply the Association with the following information for any employee in the bargaining unit:

- New hires: name, position, FTE, work location, work email address, start date
- Transfers: name, current location, current position, new location, new position, effective date
- Separations: name, position, location, designation as resignation, termination, or retirement, effective date
- Unpaid leaves of absence: name, position, location, effective date(s)
- Name Changes: previous name and new name.

C. SCHOOL BOARD AGENDA

A representative of the Association will be recognized on each School Board Agenda.

575 BULLETIN BOARDS

The Association shall have the right to maintain a bulletin board in each building for the information of employees.

580 ORIENTATION AND MEMBERSHIP MATERIALS

A. The District will include a link to a welcome letter from the Association that includes links to membership materials and applications in their onboarding materials for new hires. If the District delivers onboarding materials in a paper format, the letter from the Association will be included.

B. The District will provide the Association at least ten (10) days' notice of all new employee orientations.

630 AGREEMENT DISSEMINATION

Within thirty (30) work days of ratification of the Agreement by both parties, the District will post a copy of the agreement on the District's web page.

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

640 GRIEVANCE PROCEDURES

A. DEFINITIONS

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, misinterpretation, or misapplication of the Agreement, 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.

B. 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, in accordance with law. 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 KPEA is the only organization that may provide representation for a grievant.

C. PROCEDURE

1. 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.

2. LEVEL II

If the disposition of a grievance at Level I does not satisfy the grievant, 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 the Superintendent's 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 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.

3. LEVEL III – BOARD LEVEL

The Board Level will be used exclusively for employee discipline. If the disposition of a grievance at Level II does not satisfy the grievant, 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.

4. LEVEL IV – BINDING ARBITRATION

a. 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.

b. 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.

D. 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.

E. 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 may be called as a witness to fact, by either party.

F. 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.

G. RELEASE TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from the employee's regular assignment, the employee shall be released without loss of pay or benefits if the investigation cannot be done at another time.

H. 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).

I. GRIEVANCE FORMS

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

650 DURATION

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

No later than January 15 of the year in which this Agreement terminates, either party may give notice of its desire to open negotiations with respect to a successor agreement by delivering a written request to the other party.

The parties will meet to negotiate on such termination, modification, or amendments no later than February 15 of the year in which this Agreement terminates. Those items brought to the first bargaining session, shall be the only items discussed during the negotiation sessions, unless mutually agreed.

Nothing herein will preclude the termination, modification or amendment of this Agreement at any time by written mutual consent of the parties.

AGREEMENT

KENAI PENINSULA EDUCATION ASSOCIATION

AND

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Ratified by:

Rebecca Walker, President
Kenai Peninsula Education Association

Date 10/15/2026

Jason Tauriainen, President
Board of Education
Kenai Peninsula Borough School District

Date 10/ 15 / 2026

APPENDIX A: SALARY SCHEDULES

2025-26 ($3,000 increase)

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	56,039	57,608	60,241	62,115	63,989	65,870
(B)	57,608	60,242	62,115	63,989	65,870	67,746
(C)	60,241	62,116	63,989	65,870	67,746	69,625
(D)	62,115	63,990	65,870	67,746	69,625	71,504
(E)	63,989	65,870	67,746	69,625	71,504	73,379
(F)	65,870	67,746	69,625	71,504	73,379	75,254
(G)	67,744	69,652	71,504	73,379	75,254	77,127
(H)	70,505	71,504	73,379	75,254	77,127	79,009
(I)	72,343	73,379	75,254	77,127	79,009	80,882
(J)	74,144	76,134	77,127	79,009	80,882	82,760
(K)	75,914	77,973	79,009	80,882	82,760	84,635
(L)	77,645	79,777	81,764	82,760	84,635	86,511
(M)		81,542	83,231	84,635	86,511	88,389
(N)		83,276	85,071	86,511	88,389	90,268
(O)			86,875	89,268	91,148	93,031
(P)			88,641	91,105	92,988	94,720
(Q)			90,373	92,909	94,791	96,557
(R)				94,676	96,556	98,362
(S)				96,410	98,288	100,126
(T)						101,860

Step and column movement to all eligible employees **LONGEVITY 2%** 103,897

2026-27 ($3,000 increase)

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	59,039	60,608	63,241	65,115	66,989	68,870
(B)	60,608	63,242	65,115	66,989	68,870	70,746
(C)	63,241	65,116	66,989	68,870	70,746	72,625
(D)	65,115	66,990	68,870	70,746	72,625	74,504
(E)	66,989	68,870	70,746	72,625	74,504	76,379
(F)	68,870	70,746	72,625	74,504	76,379	78,254
(G)	70,744	72,652	74,504	76,379	78,254	80,127
(H)	73,505	74,504	76,379	78,254	80,127	82,009
(I)	75,343	76,379	78,254	80,127	82,009	83,882
(J)	77,144	79,134	80,127	82,009	83,882	85,760
(K)	78,914	80,973	82,009	83,882	85,760	87,635
(L)	80,645	82,777	84,764	85,760	87,635	89,511
(M)		84,542	86,231	87,635	89,511	91,389
(N)		86,276	88,071	89,511	91,389	93,268
(O)			89,875	92,268	94,148	96,031
(P)			91,641	94,105	95,988	97,720
(Q)			93,373	95,909	97,791	99,557
(R)				97,676	99,556	101,362
(S)				99,410	101,288	103,126
(T)						104,860

Step and column movement to all eligible employees **LONGEVITY 2%** 106,957

2027-28 (3% plus possible 1% from section 105)

Step	C	C+18	C+36 or M	C+54/M	C+72/M	C+90/M
(A)	60,810	62,426	65,138	67,068	68,999	70,936
(B)	62,426	65,139	67,068	68,999	70,936	72,868
(C)	65,138	67,069	68,999	70,936	72,868	74,804
(D)	67,068	69,000	70,936	72,868	74,804	76,739
(E)	68,999	70,936	72,868	74,804	76,739	78,670
(F)	70,936	72,868	74,804	76,739	78,670	80,602
(G)	72,866	74,832	76,739	78,670	80,602	82,531
(H)	75,710	76,739	78,670	80,602	82,531	84,469
(I)	77,603	78,670	80,602	82,531	84,469	86,398
(J)	79,458	81,508	82,531	84,469	86,398	88,333
(K)	81,281	83,402	84,469	86,398	88,333	90,264
(L)	83,064	85,260	87,307	88,333	90,264	92,196
(M)	0	87,078	88,818	90,264	92,196	94,131
(N)	0	88,864	90,713	92,196	94,131	96,066
(O)	0	0	92,571	95,036	96,972	98,912
(P)	0	0	94,390	96,928	98,868	100,652
(Q)	0	0	96,174	98,786	100,725	102,544
(R)	0	0	0	100,606	102,543	104,403
(S)	0	0	0	102,392	104,327	106,220
(T)	0	0	0	0	0	108,006

Step and column movement to all eligible employees **LONGEVITY 2%** 110,166

APPENDIX B: EXTRACURRICULAR NOMINAL FEES AND RANGE ASSIGNMENTS

RANGE ASSIGNMENTS				
ACTIVITY	**POSITION**	**HIGH SCHOOL**	**MIDDLE SCHOOL**	**ELEMENTARY**
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		
E-Sports	Fall/Spring Coach	7	2	

APPENDIX B: EXTRACURRICULAR NOMINAL FEES AND RANGE ASSIGNMENTS

(4% increase in FY27, 4% increase in FY28)

Range	FY26 Amount	FY27 Amount	FY28 Amount
1	$388.40	$403.94	$420.09
2	$484.40	$503.78	$523.93
3	$775.71	$806.74	$839.01
4	$969.91	$1,008.71	$1,049.05
5	$1,454.32	$1,512.49	$1,572.99
6	$1,939.82	$2,017.41	$2,098.11
7	$2,424.22	$2,521.19	$2,622.04
8	$2,909.73	$3,026.12	$3,147.16
9	$3,394.14	$3,529.91	$3,671.10
10	$3,879.65	$4,034.84	$4,196.23
11	$4,364.05	$4,538.61	$4,720.16
12	$4,848.46	$5,042.40	$5,244.09