

5.13.19 3:00 p.m.

**KPBSD proposal to KPESA
to settle the FY19, FY20, FY21 bargaining**

The current agreement continues for FY 19-21 except for all previous TAs that modify existing language. The Advisory Arbitrator's Report is accepted as follows, with applicability to those employed on the date of ratification.

- A change to the duration for July 1, 2018-June 30, 2021.
- A new shift differential for KPESA, for Article 17, Section A in the amounts of 40 cents per hour for split shift and 60 cents per hour for graveyard shift.
- A revised health insurance Article 27 for KPESA that sets forth the 70/30 split over the cap, as recommended by the Advisory Arbitrator.
- For FY20, the district's portion of the cap for the TP shall increase to \$1781.45 / month and to \$1695.61 / month for the HDHP.
- For FY19, KPESA employees on the traditional plan as of December 31, 2018, will receive a refund of health care contribution overpayment as a result of the new 70/30 in the amount of \$920. FY19 retro payment will be made as soon as possible, but no later than Friday, June 28, 2019.
- For FY19, KPESA employees on the high deductible health plan as of December 31, 2018, will receive a refund of health care contribution overpayment as a result of the new 70/30 in the amount of \$600. FY19 retro payment will be made as soon as possible, but no later than Friday, June 28, 2019.
- The Traditional Plan will no longer be an option for employees with an initial date of hire after May 31, 2019.
- Salary schedule increases in the amounts of .5 percent in FY19, 1 percent in FY20, and 2 percent in FY21.
- KPESA employees not receiving a step increase will receive an additional .5 percent in FY19, 1 percent in FY20, and 2 percent in FY21, off base salary in that year's Column H.
- FY19 retro salary payments will be made as soon as possible, but no later than Friday, June 28, 2019.
- Addition of Article 37 Extracurricular Programs, attached.

This proposal expires May 31, 2019.

ARTICLE 37 EXTRACURRICULAR PROGRAMS

An extracurricular program is defined as a separate volunteer position outside of the employment relationship for an activity, club, or sport. Acceptance of an extracurricular contact is voluntary. Refusal to accept or willingness to perform an extracurricular contract shall have no bearing on continued building assignment or formal evaluation.

A. These nominal fees set forth in the attached Nominal Fee Schedule represent the amount to be paid by the School District when the activity has been approved by the Board and the employee has fulfilled the volunteer agreement.

B. No extracurricular fee 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 volunteer agreement:

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

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

E. When dividing a single activity between two or more volunteersponsors, the nominal fee shall be prorated between/among them.

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

G. Providing the status of an extracurricular program is known, if a volunteer sponsor of an extracurricular activity is not ~~to~~ being offered the same extracurricular contract rehired for the subsequent year, he/she will be notified in writing before the last day of the school term.

H. The schedule of activities and the corresponding ranges shall be published on the District's website as an Appendix at the same location as the Negotiated Agreement.

Any change for the following school year that lowers a range assignment identified in the Appendix shall be made before the last school day of the current school year.

- I. ~~As positions become vacant, certified teacher within their respective buildings who are qualified shall be given first opportunity to sponsor/coach extracurricular activities. If no certified teacher within the building is hired as a sponsor/coach, classified employees within their respective buildings who are qualified shall be given second opportunity to sponsor/coach extracurricular activities. As positions become vacant, if~~ If no certified teacher within the respective building is hired to fill the position, and no classified employee volunteers, the position will be advertised. employees applying for the position will be considered based upon their qualifications, job performance, and other factors deemed appropriate by the District, including the impact on the employee's work time, and whether that impact can be reasonably resolved.

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