

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND KETCHIKAN EDUCATION ASSOCIATION
PARAPROFESSIONALS/COOKS/CUSTODIANS
2016-2019

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ARTICLE I - RECOGNITION

Section 1 In regards to matters relating to terms and conditions of this agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the Ketchikan Education Association as the exclusive representative of all permanent District paraprofessionals, cooks and custodians excluding, however, all substitutes, those employed on a temporary basis, and all supervisory employees.

Section 2 Except to the extent expressly abridged by a specific provision of this Agreement, the Association recognizes and agrees that the Board reserves and retains, solely and exclusively, all of its rights to manage the affairs of the District.

Section 3 The Board will bargain with no other bargaining representative with respect to this bargaining unit during the term of this agreement and further agrees not to enter into any other agreements with its employees which in any way conflicts with the terms and provisions of this agreement.

Section 4 No other agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any other employee or group of employees by the Board or any of its agents or representatives unless it has been made with and agreed to in writing by the Association.

Section 5 A maximum of four bargaining unit members (one from each of the following employee groups: cooks, custodians, and two paraprofessional) shall receive release time to attend all scheduled bargaining sessions between the Association and the Board. The Association shall reimburse the Board for the cost of substitutes.

ARTICLE II - WORK INTERRUPTION

Section 1 It being understood that the services performed by the employees covered by this Agreement are essential to the operation of the employer and to the welfare of the public dependent thereon, the Association agrees that there shall be no strike or other concerted cessation of work by the Association or its members, and the Board agrees, on its part, that there shall be no lockout of the Association or its members.

Section 2 During the life of the Agreement, should the District decide to subcontract any bargaining unit work, twenty (20) days advance notification shall be given to the Association. Any employee who is laid off due to subcontracting shall receive one (1) month's pay at the employee's current rate of pay.

ARTICLE III - CONFLICT WITH LAW

Should any Article, Section or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such Article, Section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any Article, Section, or provisions hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

ARTICLE IV - ASSOCIATION RIGHTS

Section 1 The parties mutually agree that neither the District nor the Association will discriminate in employment related matters against any person or persons on the grounds of race, religion, color or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinctions on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. Furthermore, the District agrees to not discriminate against an employee in employment related matters on the basis of his/her involvement in the Association.

Section 2 The Association shall have the right to use District facilities or equipment when such facilities or equipment are not otherwise in use.

Section 3 The Association will designate no more than one Association representative in each department to represent the Association in day-to-day matters, which may arise. Additionally, the Association will have one overall representative for the total bargaining unit as well as an Association Grievance committee. The Association will inform the District as to who its various representatives and staff are.

Section 4 A designated Association representative, who is not on duty, or staff person shall be allowed admission to any work site at any reasonable time for the purpose of investigating conditions existing on the job, after notifying the site administrator. Such designated representatives will not interfere with or interrupt normal work operations.

Section 5 Within five (5) work days the District will notify the Association of all new bargaining unit employees, and of those resigning or whose employment is being terminated.

Section 16 - Dues Deduction

Any employee covered by this Contract, who is a member of the ASSOCIATION or who has applied for membership, shall sign and deliver to the KGBSD, an assignment authorizing deduction of membership dues in the ASSOCIATION. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 15 of any year. Pursuant to such authorization, the DISTRICT shall deduct dues according to ASSOCIATION direction provided the Association provides the Board with written authorization to make such deductions. Employees who choose not to join the ASSOCIATION and authorize membership dues deduction shall pay to the ASSOCIATION through payroll deduction a representation fee equal to the regular dues less any political action or other special assessments. The Association shall, upon request, promptly refund to the non-member the amount determined by State Arbitration to be non-chargeable activities. An employee who objects to this provision shall, consistent with AS 23.40.225, contribute an amount equal to the representation fee to a religious charity or group mutually agreed upon between the employee and the ASSOCIATION.

All bargaining unit members shall be afforded all rights related to negotiations irrespective of membership or non-membership in the Association.

The ASSOCIATION shall indemnify and save harmless the KGBSD from any and all claims, demands, suits and costs (other than clerical errors and their correction) incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.

The DISTRICT will notify the ASSOCIATION of all new employees, and of those resigning or whose contracts are being terminated.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 A claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that an employee/Association believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with the building principal/immediate supervisor within twenty-five (25) working days after the circumstances giving rise to such grievances occurred. Failure to meet the above time line shall cause the alleged grievance to be deemed waived and shall not be entitled to further consideration.

Step 1--Immediate Supervisor--

If as a result of the informal discussion with the building principal/immediate supervisor a grievance still exists, the employee may within ten (10) working days of the informal discussion invoke the formal grievance procedure through the Association by submitting a written grievance indicating the specific Article(s) and Section(s) violated and remedy sought, dated and signed by the employee and an Association representative. Within ten (10) working days of the receipt of the grievance form, the principal/immediate supervisor shall meet with the employee/Association representative to hear the alleged grievance. The principal/immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy to the grievant and/or the Association.

Step 2--Superintendent/Designee--

If the grievance is not satisfactorily settled after Step 1, the grievance shall be transmitted by the employee/Association to the Superintendent/designee within ten (10) working days after the completion of Step 1. Within ten (10) working days, the Superintendent/designee shall meet with the Association representative on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant and/or Association.

Step 3--School Board--

If the Association and the aggrieved party so elect, within ten (10) working days after receipt of the Superintendent's findings, the Association may request in writing that the School Board hear the case. The School Board or a sub-committee thereof shall meet with the grievant and/or the Association and hear the problem within ten (10) working days after the receipt of this request. The hearing will be private and the results thereof confidential. The Board will respond in writing to the grievant and the Association within ten (10) working days of the hearing.

Step 4--Arbitration--

If the grievance is not satisfactorily settled after Step 3, the Association may call for arbitration with a demand for such to the American Arbitration Association or the Federal Mediation and Conciliation Service and a copy of the demand to the District. Such intent to arbitrate shall be submitted within ten (10) working days of receipt of the answer given in Step 3 to the American Arbitration Association.

- (a) The arbitration shall be conducted under the rules and jurisdiction of the American Arbitration Association.
- (b) Jurisdiction of the arbitrator shall only be in regard to the particular dispute before him/her, and s/he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement or to write any new clause, change an existing clause or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement.
- (c) Award of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement.
- (d) The arbitrator's decision shall be issued no later than twenty (20) working days from the date of the close of the hearings or from the date post arbitration briefs (if any) are submitted to him/her and be final and binding on both parties.
- (e) The expense and fees of the arbitrator shall be split equally by the District and the Association.

Section 3 A new employee during their 90 day probationary period may be discharged or laid off at any time with or without cause and such discharge shall not be subject to the grievance procedure.

Section 4 The time limits provided in this Article shall be strictly observed but may be extended by mutual written consent of the parties. If the grievant or Association fails to meet the specific time limits as stated in this Article, said grievance shall be deemed withdrawn. If the District or its representative fails to meet specific time limits stated in this Article, the grievant may advance the grievance to the next appropriate step within the timelines specified. All written grievances shall be presented and discussed during non-working hours; however, if the employer or arbitrator schedules a meeting or hearing at Step 3 or Step 4 during the working hours of an employee where testimony is necessary to the presentation of the District or the Association, the employee and if the

employee so chooses, an Association representative from the District shall suffer no loss in pay or benefits.

Section 5 Any meetings or hearings under this procedure will be private, and the results thereof confidential, consistent with AS 44.62.310.

Section 6 The Board shall not demote, reduce in pay, suspend, or otherwise discipline an employee specifically for filing a grievance or for lawful participation in the grievance procedure. The Association or any of its representatives shall take no reprisals against any party for participation in the grievance procedure.

Section 7 The Board and the Association agree to make available to the other party all information in their possession pertinent to the issues of the grievance. This shall be done five (5) days prior to the hearing in Step 4. No new information shall be allowed as part of the arbitration after submission of such information unless mutually agreed to by the other party.

Section 8 If a question arises as to the grievability or arbitrability of a grievance such question must be settled by the arbitrator first. The grievance merits may not be presented until the grievability /arbitrability issue has been finalized.

Section 9 The grievant may request the presence of an Association representative at any step of the grievance process.

ARTICLE VI- SENIORITY

Section 1 "Seniority" shall be defined as the length of service that an employee has been employed in a certain job title provided that continuous service within the bargaining unit has not been broken nor employment terminated.

Section 2 New employees and those hired after a break in continuity of service shall be regarded as probationary employees for their first 90 days of actual work and shall receive no continuous service credit or fringe benefits except insurance, PERS' and workers compensation during such probationary period. Probationary employees retained by the Board after their first 90 days of actual work shall receive full continuous service credit for their probationary period. Probationary employees shall receive credit for sick and personal leave during their probationary period. Probationary employees are entitle to use accrued sick leave during their probationary period but are not entitled to use personal leave during the probationary period. Probationary employees may be laid off, transferred, disciplined, suspended or discharged for cause as

exclusively determined by the Board and without recourse to the grievance procedure of this agreement. Any employee hired as a temporary employee shall be considered a probationary employee and shall receive no continuous service credit.

Section 3 Seniority ends if an employee:

- (a) Is discharged.
- (b) Notifies the Board of his/her voluntary resignation.
- (c) Is absent for five (5) consecutive working days without notifying the appropriate manager of the reasons for such absence. Any exception to this shall be at the sole discretion of the Superintendent.
- (d) Has been laid off and is recalled to work but fails to report for work within ten (10) working days of notification at the designated time and place.
- (e) While on leave of absence other than for layoff, medical reasons, or for a full year, accepts another job, applies for unemployment insurance, or goes into business for himself/herself.
- (f) Is laid off in excess of two years.

Section 4 Seniority shall not be used to determine any particular type of work within a job title or to the place, other than work site, where such work is performed, or to any particular machine or piece of equipment with which work is performed.

Section 5 Seniority shall not accumulate during a period of layoff, but shall be retained and restored to an employee upon the employee's recall.

ARTICLE VII – VACANCIES

Definitions:

- (a) Vacancy – a newly created position in the bargaining unit or an unfilled bargaining unit position that is available to be filled.

- (b) Transfer – voluntary or involuntary movement of an employee from one primary location to another. Movement between primary work locations includes changes in physical buildings.

Section 1 It is agreed that all cook, custodial or paraprofessional vacancies shall be posted by the Board on the District website. Any employee who meets the minimum qualifications may apply in writing to the personnel office within ten (10) workdays of the date of the posting.

Section 2 It is recognized that in filling vacancies, the District will hire the best-qualified candidate for the job. An evaluation of an employee’s qualifications and ability shall involve the following considerations:

- (a) Has the physical qualifications to do the work.
- (b) Has experience required for the job.
- (c) Has a record of working in the manner required by the job description.
- (d) Cooperates with supervisors and observes Board rules and regulations.
- (e) Protects the property and interests of the school district.
- (f) Reports for work promptly and regularly.
- (g) Cooperates with co-workers.
- (h) Assumes additional responsibilities.

Section 3 The District will involuntarily transfer temporary paraprofessionals, probationary paraprofessionals, and first year paraprofessionals in that order, before the district determines other paraprofessionals to be involuntarily transferred.

Section 4 Employees may apply for transfer if qualified. Transfers may be granted at any time at the discretion of the District.

ARTICLE VIII - HOURS OF WORK - OVERTIME

Section 1 Workweek

All employees will be assigned a scheduled workweek. The normal workweek for cooks and custodians shall consist of five (5) consecutive days of eight continuous (8) hours each in a calendar week with the first of the regularly scheduled, five-consecutive days considered the first day of the week. The normal full-time work year for custodians shall be 226 paid days. The normal work year for Paraprofessionals shall be the same number of days as teachers as assigned by the District. In case of emergencies the Board may change the schedule as needed. The workday for full time paraprofessionals is seven (7) hours exclusive of meals and no more than that customarily worked by the teaching staff of the building to which they are assigned.

Section 2 Any employee working a shift beginning after 2:00pm. will be paid the Swing Shift/ Graveyard Shift Differential (see Appendix B).

Section 3 Overtime

All assigned work performed in excess of or of the forty (40) scheduled work hours in any one work week, shall constitute overtime work and shall be paid at the rate of time-and-one-half the employee's regular rate of pay. Time-and-one-half will be paid for all work performed on the sixth (6th) day of the work week and double time for the seventh day of the work week if the employee has worked his/her scheduled shifts during the work week, with the exception of the following excused absences:

- (a) Authorized leave;
- (b) Where Board scheduling prevents the employee from working his regularly scheduled workday.

Section 4 Employees required to work overtime will be given as much advance notice as reasonably possible under the circumstances.

Section 5 In the event overtime scheduled for a regular working day is canceled before the time fixed for its commencement, employees shall not be entitled to any pay for the canceled overtime period.

Section 6 Overtime work will first be offered to those permanent bargaining unit employees who regularly work at the site of the overtime work and are qualified to do the work. The District shall be the sole judge of whether an employee is qualified using the criteria under Article VII, Section 2. If no qualified bargaining unit employees at the

site are either available or willing to do the overtime work, it will be offered to those bargaining unit employees at other sites within the District who are qualified to do the work and regularly do that type of work and have volunteered to do overtime work. Such work will be offered to employees on the volunteer list in rotating order of sign-up. At both the site and district level, overtime will be distributed by rotation within each job title as equally and as reasonable as possible among those eligible employees. Nothing herein shall mandate that the District provide overtime.

Section 7 An employee may request to be excused from overtime. This request will be granted unless no other suitable employee is available to replace him/her, or an emergency exists which demands his/her presence.

Section 8 Rest Periods

Employees shall be allotted two (2) fifteen (15) minute rest periods per day. One rest period will be taken during the first half of the employee's shift and the second rest period during the second half of the employee's shift. Employees must remain at their assigned work site unless excused by their immediate supervisor during rest period. The meal period will be thirty (30) minutes, taken on the employee's time, and scheduled as close to the middle of the shift as practical.

ARTICLE IX - LEAVE

Section 1 - Sick Leave

(a) An employee shall accrue one (1) day of sick leave for each calendar month of continuous employment. (One day of sick leave is equivalent to the number of regularly scheduled hours per workday). Sick leave days may accumulate without limit.

(b) Sick leave shall be defined as the personal incapacitation or illness of the employee or immediate family. The immediate family shall be considered persons having the relationship of husband, wife, father, son, daughter, mother, brother, sister, parent-in-law, brother or sister-in-law, son or daughter-in-law, grandparent, grandchildren or persons living at the employee's household as a part of the family. When other members of the immediate family require hospitalizations or have a life threatening illness or disease, sick leave may be used.

(c) Upon request, an employee may use sick leave for disability caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, resulting in absence from work. The stage of pregnancy at which the maternity leave is requested and return following birth shall be determined by the employee's physician. A physician's statement of disability must accompany the request for leave and a statement of continuing disability may be required at the discretion of the District.

(d) Paraprofessionals, custodians, and cooks who have eight (8) or more years of continuous service with KGBSD may request sick leave buy out upon termination of employment. The district will buy back sick leave at a rate of five (\$5.00) dollars per hour up to a maximum of 350 hours. To be eligible for compensation, the employee must submit a fully executed and signed Request for Sick Leave Buy Out form, (appendix D), upon termination from the district. Employees who receive compensation under this provision cannot be employed by the district in any job title covered by this agreement for a period of twenty-four (24) calendar months.

Section 2 – Sick Leave Donation

Employees may participate in a Sick Leave Bank established for classified employees. To be eligible, the employee must have suffered an illness or injury and have used all of his or her paid leave accrual. Forms authorizing the donation of sick leave will be made available to employees.

Section 3 – Personal Leave

(a) Three days of personal leave will be granted to each employee, at the start of each school year with an accumulation to a maximum of ten (10) days.

(b) No more than five (5) consecutive days may be used at one time without written approval of the Superintendent or his/her designee.

(c) An employee with three (3) or less personal days may purchase three additional days for a maximum of six (6) days at the cost of seventy-five (\$75) dollars per day.

(d) Accumulated leave in excess of ten (10) days shall be reimbursed by the District on or before April 30th of each year. The rate of pay for each day shall be seventy-five (75) dollars.

(e) Application for personal leave shall be made on the District application form, with approval for leave required at least twenty-four (24) hours in advance of the requested leave day.

(f) Personal leave may not be used to extend any scheduled school vacation period or within the first and last ten (10) working days of the school year or during a scheduled in-service day unless approved in advance by the building administrator. No more than two employees may be approved for leave under this provision at the same time. (each event)

Section 4 – Parent-Teacher Conference Leave

The Ketchikan Gateway Borough School District agrees to allow paraprofessionals to take leave without pay during parent teacher conference days under the following conditions.

- a) Advance notice and approval of the building principal.
- b) Understanding that when leave without pay is approved during parent teacher conferences the employee's work year will be reduced by the number of leave without pay days taken.
- c) The District will not replace any days taken as leave without pay.
- d) Leave without pay during parent teacher conferences is voluntary.

Section 5 – Bereavement Leave

Death in the immediate family or of a grandparent, grandchild, or parent – or sibling-in-law, niece or nephew, aunt or uncle, first cousin, ex-spouse, foster child, step children, and members of the same household shall entitle the employee up to seven (7) days bereavement leave, not deductible from sick leave. If additional days absence are required, all days in excess of the seven will be deductible from sick leave. A request for an exception to this list of individuals may be submitted by the employee to the Superintendent or his/her designee.

Section 6 – Emergency Leave

Two paid days of emergency leave may be granted by the Superintendent for travel delays outside the Ketchikan area beyond the employee's control. Up to three (3) paid days emergency medical leave may be granted by the Superintendent in the event no other leave is available. Written verification, by a physician, of the emergency must be submitted.

Section 7 – Legal Leave

- (a) Employees who are called to serve on jury duty shall be granted leave without loss of pay or other benefits.
- (b) If required jury duty occurs during the employee's scheduled work period, the employee shall return to the District the pay received for such jury duty. If the required jury duty occurs outside the employee's regularly scheduled hours, the employee may keep the pay received for such jury duty.
- (c) Employees excused from jury duty shall return to work within one hour.
- (d) If a swing shift employee is released from jury duty at or before the noon recess, they shall complete their regularly scheduled shift. If a swing shift employee is released between the noon recess and 2:00 p.m., the employee will work six (6) hours of their regularly scheduled shift. If a swing shift employee is released after 2:00 p.m., they will not be required to work their regularly scheduled shift.
- (e) An employee who is subpoenaed to appear as a witness in court in a matter to which they are not a party during their regularly scheduled work time, shall not suffer loss of pay or other benefits.

Section 8 – Leave Without Pay

- (a) The Board, where unusual circumstances warrant, may grant a leave of absence without pay to an employee upon written request and upon good cause being shown for such leave for a period up to but not to exceed one (1) year.
- (b) An employee returning from a leave of absence shall return to the same or a similar position, if that position exists, that he/she held prior to the leave and retain the same seniority and benefits that he/she possessed at the time of the commencement of his/her leave.
- (c) An employee on a leave of absence without pay for more than 30 work days shall have the option to continue on medical insurance at his/her own expense provided the carrier allows.
- (d) A person replacing an employee on a leave of absence without pay shall be informed that their position is temporary.

(e) The Board shall grant, upon the employee's request and a supporting statement from a licensed physician, up to eighteen (18) weeks of unpaid leave for the purpose of:

1) Caring for a seriously ill parent, child or spouse;

2) Because of his/her own serious illness.

An employee on a leave of absence without pay for these medical purposes will receive, in accordance with the Family Medical Leave Act, health insurance coverage for the first twelve (12) weeks of his/her leave.

The Board may, upon employee request, extend a leave of absence for medical purposes up to one (1) year provided such a leave request is accompanied by a statement from a licensed physician.

(f) The Board shall grant, upon the employee's request, up to eighteen (18) weeks of unpaid leave for the purpose of child rearing or adoption. The leave must commence within one (1) year of the birth or placement of the child. A copy of the child's birth certificate or adoption papers must accompany the request. An employee on leave of absence without pay to attend to a newly born or adopted child will receive, in accordance with the Family Medical Leave Act, health insurance coverage for the first twelve (12) weeks of his/her leave. The Board may, upon employee request, grant a leave of absence up to one (1) year subject to the terms and conditions of this section.

(g) While on leave of absence from the District, any employee who accepts another job, applies for unemployment insurance, or goes into business for him/herself, without the written permission of the District, will be terminated.

Section 9 – Military Leave

Employees who are members of the National Guard or Military Reserve may be granted special military leave to attend encampments or training periods without loss of pay. The District shall pay the employee's regular salary, less the amount each employee receives for National Guard or Military Reserve training duty during the period of such special leave, up to a maximum of two (2) weeks. A copy of the order issued by the appropriate authority for such training shall accompany requests for special military leave. Upon return to duty, the employee shall furnish the District evidence of the amount of National Guard or Reserve pay received during the period of special military leave.

Section 10 – Association Leave

The bargaining unit will be granted five days of paid Association leave. Additionally the bargaining unit will be granted one day of Association leave for every ten (10) members of the bargaining unit members. These days shall be used for Association business with at least two days prior notice to the Superintendent. The Association will reimburse the District the cost of a substitute when a substitute is used.

ARTICLE X – HOLIDAYS

Section 1 Employees covered by this Agreement shall have the following guaranteed paid holidays if they occur within their assigned work year and the employee works or is on approved paid leave the scheduled work day before and after the holiday:

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Day before New Year's Day
New Year's Day

Section 2 When any of the above holidays falls on a Sunday, the first subsequent weekday not designated as a holiday shall be observed as the holiday. When any of the above holidays falls on a Saturday, the closest previous weekday not designated as a holiday shall be observed as the holiday.

Section 3 If an employee eligible for holiday pay volunteers to do requested work and actually does work on one of the days enumerated in Section 1, he/she shall receive, for all hours worked, his/her straight-time hourly rate of pay times all hours worked on the holiday, in addition to his/her regular straight hourly rate times the number of hours he/she is regularly scheduled.

Section 4 An employee eligible for holiday pay shall receive for all hours worked when he/she is scheduled by the District to work and actually does work on any one of the days enumerated in Section 1, one and one-half (1 ½) times his/her straight-time hourly rate of pay times all hours worked on the holiday, in addition to his/her regular straight hourly rate times the number of hours he/she is regularly scheduled.

Section 5 Hours paid for, but not worked in accordance with the provisions of this Article, shall not be considered hours worked for the purpose of computing overtime pay.

ARTICLE XI – PUBLIC EMPLOYEES RETIREMENT

PERS (Public Employees Retirement System) will be made available to all employees covered by this Agreement.

ARTICLE XII – WORKING CONDITIONS

Section 1 The District may prescribe working rules not inconsistent with the terms of the Agreement in addition to those in this Agreement pertaining to safety, discipline and conduct.

Each employee will be informed as to the established District procedures for:

- a) interacting with students who may be carrying a contagious disease or illness and preventing its continuation and/or spread;
- b) administering medication or medical assistance to students;
- c) conducting searches of students, student possessions, or student lockers and/or desks; and
- d) working with students who are either disruptive or misbehaving.

Section 2 An employee will be held harmless by the District from any and all liability that might result from his/her:

- a) administration of medication or medical assistance;
- b) conducting of a search of a student, student's possessions, or a student locker or desk; or
- c) work with disruptive or misbehaving students as required or expected by the District of an employee in the course of his/her job duties provided the employee is acting within their scope of duties and following District procedure and policy.

Section 3 If schooling is taken out-of-town at the District's insistence, room and board will be reimbursed at established per diem rates upon presentation of proper receipts, and transportation will be paid by the District. There will be no loss in wages while in training.

Section 4 The Superintendent or his/her designee will issue to each employee a letter stating the approximate starting work date and assignment for the next academic year as soon as finalized.

Section 5 Employees will be provided with supplies and/or materials necessary to work safely with a student as required by OSHA.

Section 6 Instructions will usually be given by an employee's immediate supervisor. That supervisor should, in most cases, be the building administrator or his/her designee.

Section 7 Evaluation

An employee with five or more years of continuous employment will receive at least one written evaluation every other school year. The District reserves the right to evaluate an employee yearly. An employee with less than five years of service will receive at least one written evaluation each school year. The judgment of the evaluator is not subject to the grievance procedure.

Employees in probationary status shall receive written performance evaluations at the completion of their probationary period.

Employees who have attained permanent status in the position shall receive a written performance evaluation no later than May 1.

Evaluations shall be completed on forms provided by the District and agreed to by KEA.

All employee monitoring or observations for the purpose of employee performance evaluations, shall be conducted openly, with the full knowledge of the employee and without the use of eavesdropping or mechanical/electronic surveillance devices.

An evaluation conference between the employee and his/her immediate supervisor shall be held. The employee shall be evaluated based on his/her performance of duties as outlined in his/her job description, requirements of the bargaining agreement and board policy. A written evaluation shall be signed by both the employee and supervisor during the conference.

If an employee has more than one supervisor, those supervisors will confer with one another to produce a single written evaluation.

The employee shall be afforded the opportunity to file written comments regarding the evaluation. Written comments shall be forwarded to Human Resources and must be received within ten (10) working days of the evaluation conference. The employee's comments shall be attached to the evaluation and will become part of the employee's formal evaluation.

Any area marked as not meeting expectations will result in a written plan for improvement developed in consultation with the employee. The improvement plan will include, but not be limited to:

1. Indicate the expected outcomes.
2. Action Steps to reach outcomes.
3. Timelines to meet outcomes.
4. Assistance to be provided.
5. The Plan for Improvement shall last not less than 45 work days and not more than 90 work days.

Unless mutually agreed otherwise between the individual employee and the District, no formal evaluation document or any notes, comments, or other information used in its preparation will be made public.

Section 8 Personnel Files An employee's official District personnel file will be stored at the District's Central Office. Material in an employee's personnel file may be removed from her/his file by mutual agreement of the District and the employee.

An employee has the right to examine any and all materials in his/her personnel file, and upon written request, obtain copies of any material in his/her file. An employee may comment in writing upon any material placed in his/her personnel file and have such comments attached to the material which is referenced. An employee may include in his/her personnel file letters of recommendation from current or past supervisors, which may then be used when applying for a transfer or another position within the District. No personnel action will be based upon any material, which has not been filed in an employee's personnel file.

Section 9 Non-Discrimination The parties mutually agree that neither the District nor the Association will unlawfully discriminate in employment related matters against any person or persons on the grounds of race, religion, color or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands

of the position do not require distinctions on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood. Furthermore, the Parties also agree to not discriminate against an employee in employment related matters on the basis of his/her involvement or lack of involvement in the Association.

ARTICLE XIII DISCIPLINE

No employee will be formally disciplined (including written reprimands and suspension without pay) without just cause. Issues involving just cause shall be resolved solely through the grievance procedure up to but not including arbitration, consistent with the terms of the negotiated agreement.

ARTICLE XIV – EDUCATION

Section 1

(a) The School District will provide an educational assistance program for permanent, full-time employees to improve their position. The guidelines are:

- (1) The employee will have completed one full year of employment with the District prior to becoming eligible for such training and shall return for a full year following the training or refund any expenses paid by the District.
- (2) The employee will be refunded tuition and required testing expenses up to \$400 each year in connection with a course of study, including approved tuition and related expenses which relate(s) to the employee's present or anticipated position. The district will establish a scholarship fund not to exceed \$5000.00 total per year for paraprofessionals who are enrolled in a University degree program pursuing their teaching credential(s). An individual paraprofessional will be eligible for reimbursement of 6 credits per year for a period of two years. The scholarship fund will be distributed on a first come first serve bases starting July 1 of each year and ending on January 30 of each year. The rate of reimbursement will equal to that of the University of Alaska undergraduate tuition rate or actual tuition, whichever is less. Prior approval of course by the Superintendent or designee must be obtained.
- (3) The course must be approved in advance by the Superintendent or designee.

(4) Tuition reimbursement will be made after successful completion of the course and upon receipt of official transcripts showing the credit earned.

(b) Any employee may, upon application to and approval by the Superintendent, be excused for educational purposes without loss of pay. Educational leave is granted for a purpose, which will promote and benefit the School District.

(c) The Superintendent shall set aside days for use by employees for educational leave.

(d) The District shall provide training for all members who are required to keep First Aid/CPR certificates in order to provide First Aid/CPR to

ARTICLE XV – ECONOMIC BENEFITS AND WAGES

Section 1

- (a) An hourly wage will be paid to each employee on the last working day of each month.
- (b) Salary placement will be on the attached salary schedule. (Appendix A, B or C)
- (c) Each employee who works at least one hundred forty (140) days during a school year will receive an increment.
- (d) If negotiations for a successor Agreement extends beyond the expiration date of this Agreement, increments for that succeeding year will not occur until the conclusion of those negotiations. Upon conclusion of negotiations, each employee's salary schedule placement on the successor Agreement schedule will be retroactive to the effective date of the successor Agreement unless agreed otherwise.

(e) An employee may elect to receive a draw of up to \$700 on the 15th day of the month provided that he/she has worked enough hours as of the 15th day of the month to cover the draw. If an employee does not work enough hours to cover the draw, from that point forward they will no longer be eligible for the monthly draw.

(f) Pay for all eligible Holidays shall be included in the January check.

Section 2 The District will pay 90% of the premium costs for group health insurance plan coverage at least equal in coverage to the plan in effect on July 1, 2004 (or a mutually agreed upon replacement) for employees working four (4) or more hours per day opting for health insurance coverage. However, no more than an annualized total of \$5,037 per FTE **will be** spent from the District's operating funds. In addition, funds in the health insurance reserve fund attributable to employee premium payments in excess of the terminal coverage charges for the number of employees participating in the group health insurance plan will serve as a premium stabilization fund to offset costs beyond the \$5,037 per FTE to a maximum of 90% of the premium. In the event the combination of District operating fund and premium stabilization funds do not cover 90% of the premium costs, participating employees will pay the additional premium costs by payroll deduction.

Section 3 A \$50,000 group term life insurance policy will be made available to each permanent full and part-time employee. The District will pay 90% of the premium.

Section 4 An employee who is not enrolled in the District's Health Insurance Plan, and whose spouse is the primary carrier of the District's or another program may elect to choose just the life portion of the plan provided the carrier agrees.

Section 5 The District agrees to assume the cost for physical examinations required of employees as a condition for employment to a limit of \$250 per examination. There shall be no loss of wages if the physical is required during working hours.

Section 6 The District will provide each employee with the option to have his/her medical insurance premium payment as a pretax deduction. The District will also provide the option of flexible spending accounts for medical and childcare expenses in compliance with Federal and State law.

Section 7 Employee insurance payments will be deducted from employee checks over the number of months worked as determined at the time of original hire.

ARTICLE XVI – LAYOFF

Section 1 PARAPROFESSIONALS

(a) In the event it becomes necessary to reduce the number of paraprofessionals, the District will lay off temporary paraprofessionals, probationary status paraprofessionals, and first year paraprofessionals in that order, before the district determines other paraprofessionals to be laid off. Layoffs may occur at any time. The District will notify paraprofessionals prior to the end of the school year if it is known they will be laid off at the beginning of the next school year.

(b) All paraprofessionals laid off will be placed on Layoff Leave without pay for a period of up to two (2) years. No new paraprofessional will be hired until the position has been offered to all laid off paraprofessionals.

(c) Recall rights will be lost by the paraprofessional if he/she fails to accept the offer within ten (10) days of the date he/she receives the offer.

Section 2 COOKS AND CUSTODIANS

(a) In the event of a reduction in force, probationary and temporary employees shall be laid off before any regular employee within the job title where the layoff occurs. In the event it is necessary to decrease the working forces further, the regular employees with the least unit seniority in the job title where the layoff occurs shall be laid off first. Job titles where layoffs will occur shall be at the sole discretion of the Board.

(b) An employee designated to be laid off from his/her presently assigned job title will be so informed at least thirty (30) days prior to the layoff's effective date with the following bumping options into a job title s/he has held for at least one year:

(1) Within five (5) working days of receipt of official notice of impending layoff the employee designated for layoff may replace the employee with the least unit seniority in the job title provided the replaced employee has less unit seniority than the employee who wishes to replace him/her.

(2) If an employee has previously held more than one other job title, the rights of the preceding paragraph may be exercised in more than one job title only in the order corresponding to the duration of time the employee previously held the job title and only until the employee is able to replace another employee.

(3) If an employee is not able, consistent with the preceding two paragraphs, to replace another employee, s/he will be laid off.

(4) It is understood that any employee exercising the above bumping rights shall assume the job title into which s/he has bumped at the same numbered step held immediately prior to the bump, if it exists, but no more than the maximum step allowed for the job title into which the employee bumped.

Qualified, laid-off employees who wish to fill a temporary or substitute position will be given first preference for such positions, as they become available.

(d) Employees on layoff shall be recalled in order of greatest applicable unit seniority to an open position within the job title from which they were laid off or, for which they are qualified. If an employee on layoff is recalled to a position with the same job title as the one from which s/he was laid off and rejects such recall s/he shall lose all of his/her recall rights and his/her continuous service shall be broken and employment relationship severed.

ARTICLE XVII – DURATION

This Agreement is effective July 1, 2016 and shall remain in full force and effect through June 30, 2019. It is agreed that sections of this Agreement may be reopened by mutual consent at any time and any changes or modifications mutually agreed upon shall become effective as of the agreed upon date.

Gerri Davis, President KEA Date

Melissa Klepser, Bargaining Representative, KEA Date

Michelle O'Brien, President, KGBSD School Board Date

Robert Boyle, Superintendent, KGBSD Date

Appendix A
 SCHEDULE P

	<u>PARAPROFESSIONAL</u>		
	<u>2016-2019</u>		
	2016/2017	2017/2018	2018/2019
P1	13.03	13.03	13.03
P2	14.04	14.04	14.04
P3	15.05	15.05	15.05
P4	16.06	16.06	16.06
P5	16.97	16.97	16.97
P6	17.98	17.98	17.98
P7	18.99	18.99	18.99
P8	20.00	20.00	20.00
P9	20.91	20.91	20.91
P10	21.92	21.92	21.92
P11	22.93	22.93	22.93
P13	23.84	23.84	23.84
P15	24.85	24.85	24.85
P17	26.01	26.01	26.01

*Employees past step 17 will receive a twenty five cent (.25) per hour longevity raise each year.

(HQ) HIGHLY QUALIFIED PREMIUM = .50 CENTS PER HOUR

(I) SPED INTENSIVE PREMIUM = .75 CENTS PER HOUR

Appendix B
 SCHEDULE HC AND CK

Cooks and Head Cooks-2016-2019

	2016/2017	2017/2018	2018/2019
HC-1	15.50	15.50	15.50
HC-2	16.00	16.00	16.00
HC-3	16.50	16.50	16.50
HC-4	17.00	17.00	17.00
HC-5	17.50	17.50	17.50
HC-6	18.00	18.00	18.00
HC-7	18.50	18.50	18.50
HC-8	19.00	19.00	19.00
HC-9	19.50	19.50	19.50
HC-10	20.00	20.00	20.00
HC-11	20.50	20.50	20.50
HC-13	21.00	21.00	21.00
HC-15	21.50	21.50	21.50
HC-17	22.00	22.00	22.00

	2016/2017	2017/2018	2018/2019
CK-1	14.50	14.50	14.50
CK-2	15.00	15.00	15.00
CK-3	15.50	15.50	15.50
CK-4	16.00	16.00	16.00
CK-5	16.50	16.50	16.50
CK-6	17.00	17.00	17.00
CK-7	17.50	17.50	17.50
CK-8	18.00	18.00	18.00
CK-9	18.50	18.50	18.50
CK-10	19.00	19.00	19.00
CK-11	19.50	19.50	19.50
CK-13	20.00	20.00	20.00
CK-15	20.50	20.50	20.50
CK-17	21.00	21.00	21.00

*Employees past step 17 will receive a twenty five cent (.25) per hour longevity raise each year.

Appendix C
SCHEDULE C

CUSTODIANS
2016-2019

	2016/2017	2017/2018	2018/2019
C-1	13.20	13.20	13.20
C-2	13.71	13.71	13.71
C-3	14.22	14.22	14.22
C-4	14.73	14.73	14.73
C-5	15.24	15.24	15.24
C-6	15.75	15.75	15.75
C-7	16.26	16.26	16.26
C-8	16.77	16.77	16.77
C-9	17.28	17.28	17.28
C-10	17.79	17.79	17.79
C-11	18.30	18.30	18.30
C-13	19.30	19.30	19.30
C-15	21.30	21.30	21.30
C-17	23.30	23.30	23.30

*Employees past step 17 will receive a twenty five cent (.25) per hour longevity raise each year.

(S) SWING SHIFTR ADD .40 CENTS PER HOUR

Appendix E

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
Pre-Approval/Application for paraprofessional scholarship

Name _____ Date _____

Program enrollment information:

University: _____

Approved degree program: _____

Semester of study: _____ Credits completed: _____

Requested class information:

Course Title: _____ Course Number: _____ Credits: _____

Credit Cost: _____ Scholarship amount requested: _____

Course Description:

To receive reimbursement you will need to submit your grade or transcript showing completion of course and your receipt of payment.

For Office Use Only

Approved Disapproved Total credits already approved: _____

Reason for Disapproval: _____

Superintendent Signature

Date