

**LABOR CONTRACT
BETWEEN
KETCHIKAN LEADERSHIP ORGANIZATION
AND
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT**

2018-2021



KLO PRESIDENT

SCHOOL BOARD PRESIDENT

Sept. 12, 2018
DATE

Changes to original agreement were made per Board Approval on January 23, 2019.

TABLE OF CONTENTS

	Page
ARTICLE I	
RECOGNITION	4
SECTION 1 EXCLUSIVE REPRESENTATION	4
SECTION 2 SCHOOL BOARD RIGHTS (RESERVED)	4
SECTION 3 CONFLICT WITH LAW	4
SECTION 4 NEGOTIATIONS	5
SECTION 5 SCOPE & STATUS OF THIS CONTRACT	5
SECTION 6 PUBLICATION OF CONTRACT	5
ARTICLE 2	
ASSOCIATION RIGHTS & RESPONSIBILITIES	5
SECTION 1 ASSOCIATION LEAVE (RESERVED)	5
SECTION 2 DUES DEDUCTION	5
SECTION 3 RIGHTS RELATED TO NEGOTIATIONS (RESERVED)	5
SECTION 4 INDEMNIFICATION OF DISTRICT (RESERVED)	6
SECTION 5 NEW EMPLOYEE NOTIFICATION (RESERVED)	6
SECTION 6 USE OF FACILITIES	6
SECTION 7 ASSOCIATION REPRESENTATION	6
SECTION 8 ASSOCIATION ACCESS	6
SECTION 9 RELEASE TIME FOR NEGOTIATIONS (RESERVED)	6
SECTION 10 CURRICULUM DEVELOPMENT (RESERVED)	6
SECTION 11 ASSOCIATION RESPONSIBILITIES	6
ARTICLE 3	
COMPLAINT AND GRIEVANCE PROCEDURE	6
SECTION 1 DEFINITIONS	6
SECTION 2 PURPOSE	6
SECTION 3 PROCEDURES	7
SECTION 4 DISCUSSION WITH IMMEDIATE SUPERVISOR	7
SECTION 5 FORMAL GRIEVANCE PROCEDURE	7
SECTION 6 PROBATIONARY PERIOD EXCLUSION (RESERVED)	8
SECTION 7 TIME LIMITS	8
SECTION 8 CONFIDENTIALITY	8
SECTION 9 PROHIBITION OF REPRISALS	8
SECTION 10 AGREEMENT TO SHARE INFORMATION	9
SECTION 11 DETERMINATION OF GRIEVABILITY	9
SECTION 12 ASSOCIATION REPRESENTATION	9
ARTICLE 4	
WORKING CONDITIONS	9
SECTION 1 WORK RULES (RESERVED)	9
SECTION 2 NOTIFICATION OF DISTRICT PROCEDURES	9
SECTION 3 HOLD HARMLESS CLAUSE (RESERVED)	9
SECTION 4 OUT-OF-TOWN SCHOOL REIMBURSEMENT (RESERVED)	9
SECTION 5 NOTIFICATION OF START DATE & ASSIGNMENT	9
SECTION 6 ESTABLISHMENT OF SUPERVISOR	9
SECTION 7 WORK SCHEDULE	9
SECTION 8 EVALUATION	10
SECTION 9 PERSONNEL FILE	10
SECTION 10 DISCRIMINATION	10
SECTION 11 WORK SAFETY	11
SECTION 12 IDENTIFICATION CARDS	11
SECTION 13 COMMUNITY PARTICIPATION	11
SECTION 14 RENEWAL OF CERTIFICATES	11
SECTION 15 INSTRUCTIONAL MATERIALS FUND (RESERVED)	11
SECTION 16 CONTROVERSIAL ISSUES	11
SECTION 17 CLASS LOAD (RESERVED)	11

ARTICLE 5		
	LEAVE	11
	SECTION 1 SICK LEAVE	11
	SECTION 2 SICK LEAVE DONATION (RESERVED)	12
	SECTION 3 ANNUAL LEAVE	13
	SECTION 4 PERSONAL LEAVE	13
	SECTION 5 BEREAVEMENT LEAVE	13
	SECTION 6 EMERGENCY LEAVE	13
	SECTION 7 LEGAL LEAVE	13
	SECTION 8 LEAVE OF ABSENCE WITHOUT PAY	14
	SECTION 9 MILITARY LEAVE	14
	SECTION 10 PROFESSIONAL LEAVE (RESERVED)	14
	SECTION 11 PUBLIC OFFICE LEAVE	14
	SECTION 12 SABBATICAL LEAVE (RESERVED)	14
	SECTION 13 CHILD REARING LEAVE	14
	SECTION 14 FAMILY AND MEDICAL LEAVE	14
ARTICLE 6		
	ECONOMIC BENEFITS & WAGES	15
	SECTION 1 WAGES	15
	SECTION 2 HEALTH INSURANCE	15
	SECTION 3 LIFE INSURANCE	16
	SECTION 4 PHYSICAL EXAM	16
	SECTION 5 EXTRA DUTY	16
	SECTION 6 HOLIDAYS	16
	SECTION 7 RETIREMENT	16
	SECTION 8 WORKER'S COMPENSATION (RESERVED)	16
ARTICLE 7		
	EDUCATION	16
	SECTION 1 EDUCATIONAL ASSISTANCE PROGRAM	16
	SECTION 2 EDUCATIONAL LEAVE (RESERVED)	16
ARTICLE 8		
	RIGHTS TO EMPLOYMENT	17
	SECTION 1 WORK INTERRUPTION (RESERVED)	17
	SECTION 2 DISCIPLINE	17
	SECTION 3 SENIORITY (RESERVED)	17
	SECTION 4 VACANCIES & TRANSFERS	17
	SECTION 5 LAYOFF	17
	SECTION 6 EVALUATION	17
ARTICLE 9		
	DURATION	17
APPENDIX		
	DEFINITIONS	18
	SCHEDULE A SALARY SCHEDULE	19
	SCHEDULE B YEARLY CAR ALLOWANCE	20
	GRIEVANCE FORM I	21
	GRIEVANCE FORM II	22
	GRIEVANCE FORM III	23
	GRIEVANCE FORM IV	24



MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND
KETCHIKAN LEADERSHIP ORGANIZATION

This Agreement made this day, by and between the Ketchikan Gateway Borough School District, hereinafter called the “Board” and the Ketchikan Leadership Organization, hereinafter called the “KLO”:

ARTICLE I - RECOGNITION

Section 1 – Exclusive Representation

The Ketchikan Gateway Borough School District Board recognizes the Ketchikan Leadership Organization as the sole negotiating agency for the Maintenance Director, Maintenance Forman and all certificated administrators excluding the Superintendent, Assistant Superintendent, Director of Human Resources, and Business Manager.

Section 2 – School Board Rights

This section is Reserved

Section 3 – Conflict with Law

If any article or part of any article of the Agreement is held to be contrary to law by a court of law then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but remaining articles of this Agreement shall continue in full force and effect during the term of this agreement.

Section 4 – Negotiations

- A. The District shall negotiate with the Organization in good faith on matters pertaining to their employment and the fulfillment of their professional duties. The District will not unilaterally change any express term or condition of this negotiated contract.

- B. The formal negotiations process is as follows:
 - a. No sooner than November 1 nor later than March 1, a written request for negotiations for a successor agreement shall be submitted by the President of the Organization to the Superintendent or by the Superintendent to the President of the Organization.
 - b. A written response shall be made and a time for the first meeting shall be agreed upon within ten (10) days after receipt of the request.
 - c. The first meeting shall be held within thirty (30) days after receipt of the request.
 - d. When a package tentative agreement is reached, it shall be first presented to the Organization for ratification and then to the Board. Upon ratification by the Board the terms and conditions of the contract shall be implemented.

Section 5 – Scope & Status of This Contract

- A. The language of this Contract shall supersede the language in BOARD policy/regulation.

- B. The parties acknowledge that during negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreement were arrived at by the parties after the exercise of those rights and opportunities as set forth in this Contract.

Section 6 – Publication of Contract

The Board shall publish and distribute this Agreement to each administrator in the District and two copies for the Organization.

ARTICLE II - ASSOCIATION RIGHTS

Section 1 – Association Leave

Section 2 – Dues Deductions

The District shall deduct twenty dollars (\$20.00) monthly from each administrator’s paycheck for Organization dues.

Section 3 – Rights Related to Negotiations

This section is Reserved

Section 4 – Indemnification of District

This section is Reserved

Section 5 – New Employee Notification

This section is Reserve

Section 6 – Facility Use

The Organization shall have the right to use, for Organization business, school facilities and equipment as per District building use policy.

Section 7 – Association Representation

The Ketchikan Leadership Organization (KLO) is the representative of all administrative positions for the Ketchikan Gateway Borough School District (DISTRICT) from Appendix A DEFINITIONS. Positions may only be added or deleted from the list in Appendix A with agreement by KLO and the DISTRICT.

Section 8 – Association Access

Complete Board Packets will be made available to all administrators.

Section 9 – Release Time for Negotiations

This section is Reserved

Section 10 – Curriculum Development

This section is Reserved

Section 11 – Association Responsibilities

- A. Administrators will attend Board meetings when requested by the Superintendent.
- B. The involvement of administrators in negotiations with other employee groups will be on a consulting basis. The administrator may be called upon to represent the Board on specific items of negotiations with all other bargaining groups.

ARTICLE III - COMPLAINT & GRIEVANCE PROCEDURE

Section 1 – Grievance Definition

- A. A grievance is defined as any dispute alleging a misinterpretation or misapplication, of a specific section of this Agreement.
- B. A grievant is a member of the Organization having a grievance.

Section 2 - Purpose

- A. The purpose of the grievance procedure is to provide a procedure to resolve grievances at the lowest possible administrative level. Nothing in the Agreement shall limit an administrator’s right to handle his/her disputes individually.

- B. After a grievance has been formally presented, a grievant may be accompanied by a representative of the Organization; provided that, the grievant may proceed on his/her own without the aid of the Organization, as long as the resolution is not inconsistent with the agreement.
- C. The Organization agrees to process a grievance without loss of time in school by an administrator unless both parties agree to other arrangements.

Section 3 - Procedures

- A. Time Limit - The time limits specified may be reduced or extended by mutual agreement.
- B. Record - A grievance will not be included in any member's personnel file.
- C. Confidentiality - During any proceeding and until the final decision has been reached all grievance proceedings shall be confidential.

Section 4 – Discussion with Immediate Supervisor

Informal Meeting - A member having a complaint shall discuss the matter informally with his/her supervisor.

Section 5 – Formal Grievance Procedure

- A. Step 1 - Immediate Supervisor's Hearing –
 - a. If the member is not satisfied with the disposition of his/her complaint in the informal meeting, then he/she may submit a written grievance to the immediate supervisor. The written grievance shall outline the nature of the grievance and the date and the circumstances from which it arose, the remedy or correction the grievant is requesting, and specifically how the section(s) of this agreement or policy have allegedly been violated. The grievance must be signed by the grievant and dated.
 - b. To be processed as a valid grievance, the grievance must be submitted within thirty (30) days from the date of the act or condition which is the basis for the grievance.
 - c. The immediate supervisor shall formally respond to the grievance within ten (10) days of receipt of the written grievance.
- B. Superintendent's Hearing - If the grievant is not satisfied with the disposition of his/her grievance by the immediate supervisor, then he/she may forward the grievance to the superintendent within ten (10) days: provided, however, if the member's immediate supervisor is the superintendent, the matter may be appealed directly to the School Board, level three. Within ten days after receipt, the superintendent will meet with the grievant. The superintendent shall issue his/her decision within fifteen (15) days of the meeting.

- C. Board Hearing - Within ten (10) days after receipt of the superintendent's findings, the Organization or grievant may request in writing that the School Board hear the grievance. The School Board or a subcommittee thereof shall meet with the grievant and/or the Organization and hear the problem within ten (10) 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 Organization within ten (10) days of the hearing.
- D. Grievance Mediation - If no satisfactory settlement is reached at level two, as an alternative to a level three hearing, the grievance may be sent by mutual agreement to grievance mediation within ten (10) days after receiving the disposition of the superintendent.
- E. Arbitration
 - a. If the grievance is not resolved, then the Organization may request the American Arbitration Association to furnish a roster of thirteen qualified arbitrators. The parties shall strike names on an alternating basis, with a flip of a coin to determine who shall make the first strike.
 - b. The arbitrator shall limit his/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement.
 - c. The decision of the arbitrator shall be binding on both parties. The fees and expenses of the arbitrator shall be split equally between the Organization and the Board.

Section 6 – Probationary Period Exclusion

This section is Reserved

Section 7 – Time Limits

The time limits specified may be reduced or extended by mutual agreement.

Section 8 – Confidentiality

- A. All grievance proceedings with the District shall be confidential unless mutually agreed upon.
- B. During any proceeding and until the final decision has been reached all grievance proceedings shall be confidential.

Section 9 – Prohibition of Reprisals

No reprisals shall be taken by any party or parties involved in grievance procedures against other party or parties.

Section 10 – Agreement to Share Information

Every effort will be made by both parties to present all evidence at the earliest level of the grievance procedure. Unless mutually agreed otherwise neither the BOARD nor the KLO may assert in an arbitration proceeding evidence not previously disclosed to the other party.

Section 11 – Determination of Grievability

Unless agreed otherwise procedural questions of grievability and arbitrability shall be heard and ruled on prior to any hearing of the merits of a grievance

Section 12 – Association Representation

Any party may be represented at all stages of the grievance procedure, except arbitration, by a person of his/her own choosing.

ARTICLE IV - WORKING CONDITIONS

Section 1 – Work Rules

This section is Reserved

Section 2 – Notification of District Procedures

The District will provide each building principal a current copy of all District policies, negotiated agreements and administrative manuals.

Section 3 – Hold Harmless Clause

This section is Reserved

Section 4 – Out-of-town School Reimbursement

This section is Reserved

Section 5 – Notification of Start Date & Assignment

A letter will be sent to all administrators with the approved School Year Calendar and the schedule for the Administrative Retreat by June 15th of the current school year. Administrators will work according to schedules as established in Section 7 below.

Section 6 – Establishment of Supervisor

The Supervisor for administrative staff covered by this agreement shall be the Superintendent or his/her designee.

Section 7 – Work Schedule

- A. The administrators will be given start and end dates for him/herself and all administrative personnel assigned to them as well as administrative assistants assigned to their building. Any modification shall be submitted to the superintendent in writing and must have written consent from the superintendent.

- B. The administrator's school year shall be from July 1 through June 30. The actual working days for administrators shall coincide with the number of days specified in the salary schedule (Appendix C).
- C. If the DISTRICT requires an administrative employee to perform duties outside the established calendar, of A above, the administrator will be compensated at their daily rate of pay.

Section 8 – Evaluation

- A. Administrators will be evaluated using the guidelines established by the District. KLO and the District will work collaboratively in the development and review of evaluation procedures.
- B. Each administrator will receive a signed copy of his/her completed evaluation. Material that was the basis for an evaluation but was not attached to or part of the final document shall be destroyed prior to the next complete evaluation.
- C. When an administrator is evaluated he/she will have the right to review and comment upon the evaluation. He/she may, at his or her request, retain the evaluation for 72 hours for the purpose of review and comment. Any written comments regarding an evaluation shall be signed and will become a part of that evaluation.
- D. Any written complaint against an administrator that is used in the formal evaluation shall not be placed in the personnel file until investigated by the Superintendent and determination that the complaint is justified and has been called to the attention of the administrator and the administrator shall be afforded the opportunity to answer or rebut such complaint in writing. A report of the investigation shall be attached.

Section 9 – Personnel File

Before non-routine material is placed in the administrator's personnel file, the administrator shall be given a copy of such material and shall sign the original document to indicate he/she has read it. No derogatory statement about an administrator shall be placed in the administrator's personnel file until an investigation by the Superintendent has determined that inclusion of the complaint in the administrator's file would be appropriate. The administrator may attach to the filed document any explanatory remarks that he/she deems appropriate. If such complaint is made a part of the administrator's file, a report of the investigation shall be attached. If the administrator chooses he/she may attach to the document any explanatory remark(s) that he/she deems appropriate.

Section 10 – Discrimination

The Board agrees that there will be no discrimination concerning the terms and conditions of employment on the basis of federally protected classes as well as membership or participation in legal Organization activities.

Section 11 – Work Safety

The School Board shall insure or indemnify and protect each administrator against financial loss and expense including reasonable legal fees if the administrator at the time of the occurrence was acting under the direction of the School Board or within the course or scope of duties of an administrator.

Section 12 – Identification Cards

Administrative employees will be issued identification badges by the District annually.

Section 13 – Community Participation

The District encourages all administrators to participate in community organizations.

Section 14 – Renewal of Certificates

Final responsibility for keeping current certification and physical examination requirements belongs solely with the staff member.

Section 15 – Instructional Materials Fund

This section is Reserved

Section 16 – Controversial Issues

This section is Reserved

Section 17 – Class Load

This section is Reserved

ARTICLE V – LEAVE

Section 1 – Sick Leave

- A. Sick leave benefits will accrue at 1 1/3 days per month or greater part of a month.
- B. *This section is grandfathered to the current Director of Maintenance (MW). Sick leave buy back will not apply to any other current or future KLO members. The Director of Maintenance shall be eligible upon termination from the district, according to the schedule below, to receive payment for all accumulated sick leave as an employee for KGBSD, at per diem rate, one day for each 28 hours to be paid during the first pay period following termination.

Year of Service	Days eligible to cash in
3-5	25%
6-7	40%
8-10	60%
11+	75%

- C. Cumulative sick leave as defined by A.S.L. earned in any Alaska public school (including any school operated by the State Department of Education and Early Development under terms of a contract) shall be transferable to or from any other Alaska public school, provided that the teacher's service is continuous. Responsibility for furnishing the new employer with a certified statement showing cumulative sick leave rests with the administrator. Continuous service shall mean service up to and including the last day of a school year and beginning before the end of the first school month in the next school year.
- D. All administrators beginning employment in this school system shall be entitled to transfer into the system all accumulated sick leave accumulated as provided by Alaska Department of Education and Early Development Rules and Regulations from other Alaskan school systems as provided by A.S.L. 4 AAC 15.040.
- E. Administrator's in Tier III of the Alaska Teachers Retirement System are eligible for sick leave buy-out, at their discretion, under the following conditions and terms:
 - 1. The School District shall, upon receiving notice of the Administrator's intent to exit the School District at the end of the current contract year, compensate the exiting Administrator for twenty-five percent (.25) of his/her accumulated sick leave. Compensation paid pursuant to this Section shall be calculated at the rate of 0.0030 X the Administrator's current salary for each accumulated sick leave day and shall be made in the form of a cash payment to the administrator at the end of the school term; (this compensation is not eligible as TRS termination pay).
 - 2. To be eligible for compensation, an administrator must have five (5) years of full-time service with KGBSD, and submit a fully executed and signed Request for Sick Leave Buy-Out no later than May 1 of the current school year. Upon payment of compensation pursuant to this Section, the administrator's accumulated sick leave balance shall remain with the administrator. The maximum days that can be submitted for buy-out will be capped at forty (40) days.
 - 3. Section 6 F will become null and void if, through legislation or administrative rule, the State of Alaska in any way regulates sick leave benefits for Tier III TRS members.

Section 2 – Sick Leave Donation

This section is Reserved

Section 3 – Annual Leave

KLO positions that are classified at 260 days will receive 25 days of paid annual leave. Annual leave is subject to Board Policy and Administrative Regulation 4161(b) for certified employees or Board Policy and Administrative Regulation 4262 for classified employees.

Section 4 – Personal Leave

- A. Each KLO member will receive 10 days, non-cumulative personal leave annually.
- B. Personal Leave not used will be cashed in at the agreed upon rate in Appendix C, on the last paycheck of the year up to a maximum of 8 days.

Section 5 – Bereavement Leave

Death in the immediate family shall entitle the KLO member up to seven (7) days bereavement leave per incident, 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 to the Superintendent or his/her designee.

Section 6 – Emergency Leave

Emergency Leave with pay of up to five (5) days plus two (2) additional for travel time, (if required for emergency outside vicinity) may be granted by the Superintendent. Emergency Leave is available only in cases when no other paid leave is applicable. Application for Emergency Leave is made to and granted by the Superintendent.

Section 7 – Legal Leave

- A. An Administrator selected to serve as a juror or non-party witness shall be granted leave without loss of pay or other benefits. The amount equal to the remuneration received, while in the capacity of juror, shall be returned to the School District. Employees excused from jury duty shall return to work in one (1) hour.
- B. An Administrator who appears as a witness for the DISTRICT shall be granted leave without loss of pay.
- C. An Administrator, while being a defendant in a civil or criminal case, who is not found guilty or liable, shall be granted Legal Leave without loss of pay.
- D. An Administrator who appears in an action as a plaintiff or witness with an interest against the School District shall not be eligible for Legal Leave.
- E. An administrator who is subpoenaed, for DISTRICT business, before any judicial, legislative, or administrative tribunal shall be granted leave without loss of pay.

Section 8 – Leave Without Pay

An administrator who has completed at least one year of service may be granted Leave Without Pay for compelling reasons upon approval by the Superintendent. Terms of employment upon return will be agreed to in writing prior to the beginning of the leave.

Section 9 – Military Leave

An Administrator, who is a member of a reserve component of the United States Armed Forces will be granted a Leave of Absence with pay, on all work days during which he/she is ordered to training duty. The Leave of Absence may not exceed thirty (30) working days in any one calendar year. Leave in excess of 30 days may be granted by the Superintendent as Leave Without Pay.

Section 10 – Professional Leave

This section is Reserved

Section 11 – Public Offices Leave

- A. Leave Without Pay will be granted by the BOARD at the request of any administrator elected or appointed to any governmental office. This leave, at the discretion of the District, may be granted for: the entire duration of the term of office, only for active periods of the office, or for an entire school year.
- B. All administrators granted Public Office Leave will be entitled to all rights in Section 14.20.345 of Alaska Statutes.
- C. Upon completion of Public Office Leave, the administrator is guaranteed a position comparable to the one he/she left.

Section 12 – Sabbatical Leave

This section is Reserved

Section 13 – Child Rearing Leave

Parental Leave Without Pay will be granted upon request in accordance with FMLA.

Section 14 – Family & Medical Leave

Leave will be made available in conformity with applicable State and Federal law.

ARTICLE VI - ECONOMIC BENEFITS & WAGES

Section 1 – Wages

Initial placement on the salary schedule will be by the Superintendent. Upon completion of a year of service an administrator will advance horizontally on the salary schedule until the highest step is reached. Type B certification is required for placement on the KLO salary schedule, the only exception being Director of Maintenance and Maintenance Forman. Any KLO member who is placed upon a plan for improvement forfeits any increment raise received for that year while on the plan for improvement. The member shall have their salary minus the annual increment frozen until the member's supervisor removes them from the plan or states that the member has successfully completed his/her plan, at which time the increment will be reinstated. Placement on the salary schedule for any school year shall occur after completion of negotiations.

- A. Administrators will receive a car allowance added to their monthly paycheck (schedule B).
- B. Administrators will receive a phone allowance of \$75.00 per month provided they use their cell phone as a primary contact with the District.
- C. An administrator transferred by the Superintendent shall not suffer a reduction in per diem rate for the remainder of the contract. If the transfer occurs after March 1 then the administrator will not suffer a reduction in per diem rate for the next yearly contract.
- D. An administrator, with 5 or more years of continuous administrative experience with the DISTRICT, who commits between July 1 and January 15 of any year to retire at the end of the fiscal year will receive an additional \$300.00 per year for administrative service with the DISTRICT pro-rated over the final six paychecks. This payment will be ineligible for TRS/PERS retirement purposes.

Section 2 – Health Insurance

- A. The District will contribute an equivalent amount for each FTE employee for health insurance premiums out of the District operating funds as adopted by KEA. Administrators will receive the health insurance policy adopted by KEA including coverage and premium.
- B. At the Insurance Committee's discretion, funds in excess of the terminal coverage charges plus a reasonable claims reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:
 - a. Offsetting increasing insurance costs
 - b. Reducing the employees' monthly payroll deductions for insurance
 - c. Increasing employees' insurance benefits

C. In the event the insurance reserve fund falls below \$400,000 the insurance committee's discretion will be assumed by the District until the fund balance returns to a level above \$500,000. Recommendations made by the insurance committee will be considered by the District when making its decision.

Section 3 – Life Insurance

A \$50,000 group term-life insurance policy will be offered to each employee.

Section 4 – Physical Examination

Once each three years, the cost of a comprehensive physical examination, not covered by insurance, up to \$250 will be paid by the KGBSD.

Section 5 –Extra Duty

The Superintendent may allow administrative staff required to work additional hours beyond the scope of normal working conditions personal leave on a ½ or full day basis on the next monthly pay check.

Section 6 – Holidays

All members of the KLO will receive holidays as per AS 14.03.050

Section 7 – Worker's Compensation

This section is Reserved

ARTICLE VII – EDUCATION

Section 1 – Professional Development

The District will establish a professional development fund of \$10,000 each year with a carryover not to exceed \$15,000. Professional development funds are to be used by principals/assistant principals for professional development approved by the Superintendent.

Section 2 – Recertification Tuition Reimbursement

It is agreed that the administrator will be reimbursed for six (6) credits toward recertification every five (5) years, the rate of reimbursement to be equal to that of the University of Alaska resident graduate rate or actual tuition, whichever is less. Prior approval of courses by the Superintendent must be obtained.

Section 3 – Educational Leave

This section is Reserved

ARTICLE VIII - RIGHTS TO EMPLOYMENT

Section 1 – Work Interruption

This section is Reserved

Section 2 – Discipline

This section is Reserved

Section 3 – Seniority

This section is Reserved

Section 4 – Vacancies & Transfers

- A. Voluntary - All positions covered by this Agreement which become vacant will be posted to allow members of the Organization to apply. The Superintendent shall consider all applications from members of the Organization including an informal meeting with the Superintendent.

- B. Involuntary - Where transfers are made by the Superintendent, a conference will be scheduled with the administrator concerned and the Superintendent prior to the transfer.

- C. Acting Assignment - Any member who is temporarily assigned in a position covered by this Agreement will be returned to the same position held prior to the temporary assignment.

Section 5 – Layoff

In the event it becomes necessary to reduce the number of administrators due to program reduction or elimination, administrators will be laid off in reverse order of administrative seniority, provided there are fully qualified administrators to replace the laid off administrators.

Section 6 - Evaluation

Administrators will be entitled to annual evaluation by April 30. Without annual evaluation the assumption will be that the employee is meeting expectations.

ARTICLE IX DURATION

This agreement shall become effective July 1, 2018 and shall remain in full force and effect through June 30, 2021. 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.

APPENDIX

DEFINITIONS

1. The "District" is the Ketchikan Gateway Borough School District.
2. The "Board" is the School Board of the Ketchikan Gateway Borough School District.
3. The "Organization" is the Ketchikan Leadership Organization which is a party to this negotiated agreement. The Organization is the bargaining unit for all administrators, with the exception of the Superintendent, Assistant Superintendent, Director of Human Resources and the Business Manager, and is hereafter referred to as the Organization.
4. The "Superintendent" is the chief school officer of the Ketchikan Gateway Borough School District and hereafter shall be referred to as the Superintendent.
5. A "day" is any contracted time exclusive of Saturday, Sunday and holidays.
6. A "member" is a bargaining unit employee.
7. A "position" is defined as alternative school principal, assistant principal, elementary principal, high school principal, middle school principal, Director of Special Education, Director of Curriculum, Director of Maintenance, Foreman of Maintenance, Virtual School Principal and Activities Director.
8. A "transfer" is a horizontal movement within a classification.
9. A "promotion" or "demotion" is a vertical movement in a position.
10. An "appointment" is placement by the Superintendent to a position.
11. The "immediate family" shall include wife, husband, mother, father, son, daughter, brother, sister, 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.

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
KLO PAY SCHEDULE 2018-2021**

2018-2019							
Position	Days	1	2	4	6	8	10
El Principal	200	96567	99367	102167	104967	106967	110467
EL/MSAsst Principal	195	93767	96567	99367	102167	104967	108467
HS Asst Principal	205	98633	101433	104233	107033	109033	112533
Middle School	205	98633	101433	104233	107033	109033	112533
Revilla	205	98633	101433	104233	107033	109033	112533
High School	205	101433	104233	107033	109833	111833	115333
Director SPED	215	106071	108871	111671	114471	116471	119971
Director Curriculum	215	106071	108871	111671	114471	116471	119971
Maintenance Director	260	89292	91790	94290	96790	98790	102290
Maintenance Forman	260	63253	67253	69253	71253	73253	76753
Personal Leave Cash out \$500 per day							
2019-2020							
Position	Days	1	2	4	6	8	10
El Principal	200	99525	102325	105125	107925	109925	113425
EL/MS Asst Principal	195	96725	99525	102325	105125	107925	111425
HS Asst Principal	205	101591	104391	107191	109991	111991	115491
Middle School	205	101591	104391	107191	109991	111991	115491
Revilla	205	101591	104391	107191	109991	111991	115491
High School	205	104391	107191	109991	112791	114791	118291
Director SPED	215	109029	111829	114629	117429	119429	122929
Director Curriculum	215	109029	111829	114629	117429	119429	122929
Maintenance Director	260	92250	94748	97248	99748	101748	105248
Maintenance Forman	260	66211	70211	72211	74211	76211	79711
Personal Leave Cash out \$500 per day							
2020-2021							
Position	Days	1	2	4	6	8	10
El Principal	200	102572	105372	108172	110972	112972	116472
EL/MS Asst Principal	195	99772	102572	105372	108172	110972	114472
HS Asst Principal	205	104638	107438	110238	113038	115038	118538
Middle School	205	104638	107438	110238	113038	115038	118538
Revilla	205	104638	107438	110238	113038	115038	118538
High School	205	107438	110238	113038	115838	117838	121338
Director SPED	215	112076	114876	117676	120476	122476	125976
Director Curriculum	215	112076	114876	117676	120476	122476	125976
Maintenance Director	260	95297	97795	100295	102795	104795	108295
Maintenance Forman	260	69258	73258	75258	77258	79258	82758
Personal Leave Cash out \$500 per day							

KETCHIKAN LEADERSHIP ORGANIZATION
Schedule B
Yearly Car Allowance

Administrator	Annual Allowance
All in town administrators	\$250.00/yr.
Fawn Mountain	\$300.00/yr
Point Higgins	\$350.00/yr
Central Office Administrator (12 month)	\$100.00/mo.
Maintenance Administrator (with District vehicle provided)	none

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
GRIEVANCE PROCEDURE – KLO Memorandum of AGREEMENT**

KETCHIKAN LEADERSHIP ORGANIZATION **FORM 1** Grievance by the Aggrieved Person(s)

Name: _____ Date of Formal Presentation: _____

School: _____ Home Phone: _____ Yrs. in School System: _____

KLO Representative: _____

Statement of Grievance: (Use additional pages, if necessary)

Signature of aggrieved:

Date:

Original to principal

Copies to: KLO, Superintendent, Aggrieved Person

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
GRIEVANCE PROCEDURE – KLO Memorandum of AGREEMENT**

SUPERVISOR'S REPORT FORM II

Name of Aggrieved Person(s):

Date of Formal Presentation:

Names of persons officially present at prior hearing:

DECISION OF ADMINISTRATOR: (Attach additional pages, if necessary)

Signature of administrator:

Date of decision:

Response of Aggrieved:

I accept the above decision

I hereby refer the above decision to the Superintendent.

Reason for appeal:

Signature of aggrieved:

Date:

Copies to: KLO, Superintendent, Aggrieved Person(s), Persons at prior hearing

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
GRIEVANCE PROCEDURE – KLO Memorandum of AGREEMENT**

SUPERINTENDENT'S REPORT **FORM III**

Name of Aggrieved Person(s):

Date of Formal Presentation:

Names of persons officially present at prior hearing:

DECISION OF SUPERINTENDENT: (Attach additional pages, if necessary)

Signature of Superintendent:

Date of decision:

Response of Aggrieved:

I accept the above decision.

I hereby refer the above decision to the KGBSD Board of Education.

Reason for appeal:

Signature of aggrieved:

Date:

Copies to: KLO, Superintendent, Aggrieved
Person(s), Persons at prior hearing

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
GRIEVANCE PROCEDURE – KLO Memorandum of AGREEMENT**

KGBSD SCHOOL BOARD **FORM IV**

Name of Aggrieved Person(s):

Date of Formal Presentation:

Names of persons officially present at prior hearing:

DECISION OF KGB SCHOOL BOARD: (Attach additional pages, if necessary)

Signature of school board president:

Date of decision:

Response of Aggrieved:

I accept the above decision.

I hereby refer the above decision to the arbitrator.

Reason for appeal:

Signature of aggrieved:

Date:

Copies to: KLO, Superintendent, Aggrieved
Person(s), Persons at prior hearing