

Negotiated Labor Contract

between the

Special Services Professionals of Ketchikan

&

Ketchikan Education Association

and the

Ketchikan Gateway Borough School District

~~2020-2022~~2022-2025

SIGNATURE PAGE

The signatures on this page indicate the parties to the Agreement have thoroughly reviewed all the following Areas and Sections of the Negotiated Contract to the best of their knowledge it reflects the negotiations that occurred between the parties.

**Ketchikan Education Association/
Special Services Professionals of Ketchikan**

**Ketchikan Gateway Borough
School District**

~~Meredith Lundamo~~, KEA President

~~Matt Eisenhower~~, Board President

~~Sarah Campbell~~, KEA Vice President

~~Diane Gubatayao~~, Board Clerk-Treasurer

~~Derek J. Meister~~, SSPK President

~~Elizabeth Lougee~~, Superintendent

~~Andrea Marthinsen~~, SSPK Vice President

Katie Parrott, Business ~~Director~~Manager

~~Lindsay Tueker~~, SSPK Treasurer/Rep

~~Alonso Escalante~~, Curriculum Director

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AREA 1: BUSINESS

SECTION 1- RECOGNITION

The DISTRICT pursuant to applicable sections of A.S.L. 23.40 recognizes the KETCHIKAN EDUCATION ASSOCIATION (KEA) as the exclusive bargaining agent for the SPECIAL SERVICES PROFESSIONALS OF KETCHIKAN (SSPK) with regard to matters which are negotiable, pertaining to their employment and the fulfillment of their professional duties in the positions fully qualified, under the definitions of this agreement, in the following roles: school psychologists, speech-language pathologists, physical therapists, occupational therapists and board certified behavior analysts with a State of Alaska Type C or Type K certification. Qualified SSPK interns and clinical fellows—on track to become fully qualified, as defined in this contract—are also included in this agreement.

SECTION 2- NEGOTIATIONS

A. General Procedures

1. Commencement of Negotiations: Either party to this Contract may start negotiations by a written request to the other party after November 1 of the final year of the negotiated agreement. This request will normally be made by the President of the ASSOCIATION or the Superintendent of Schools. Within twenty (20) days of receipt of the written request, the negotiations teams of the two parties shall meet at a mutually agreeable time and place.
2. Each negotiation team shall consist of not more than five (5) members.
3. Prior to exchanging proposals, representatives of the ASSOCIATION and DISTRICT will meet informally to discuss and decide upon the style of negotiations they will use in

negotiating a successor to this agreement, to identify each team's spokesperson, and to discuss ground rules.

4. Each team shall have complete authority to reach tentative agreements (TA's) which may be signed by both parties upon request. All TA's are subject to ratification by the whole BOARD and bargaining unit and ratification shall be by entire package only.

5. The teams will meet at mutually agreed upon times and places.

6. All ground rules will be agreed upon by the end of the second meeting.

7. The Superintendent will provide available information to either party upon written request.

B. Mediation and Arbitration

1. In the event that negotiations are not completed by the first day of May, or that a stalemate is reached earlier, either team may notify the other of impasse in written form stating areas of agreement and disagreement. This deadline may, by mutual written agreement, be extended. Only those items of disagreement shall be presented to the mediator or the advisory arbitrator.

2. If either party declares an impasse, and calls for a mediator, both parties hereby agree in advance to accept the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation sessions will be at the call of the mediator.

If mediation fails to bring about an agreement on the items in dispute, then either party may request advisory arbitration, which will be conducted under the jurisdiction of the American Arbitration Association.

SECTION 3- SCOPE AND 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 4- MANAGEMENT RIGHTS

It is agreed that except as specifically delegated, abridged, granted or modified by this agreement, all of the rights, powers, and authority the DISTRICT had prior to the signing of this agreement are retained by the DISTRICT and remain the exclusive right of management without limitation. In no way will this Contract deny the right of the BOARD to adopt policies and rules. The staff has the responsibility of carrying out applicable policies and regulations. It is recognized that the BOARD has final authority in all financial matters and revisions or adoptions of educational policy.

SECTION 5- CONFORMITY TO LAW

If any provision of this contract or any application thereof to any SSPK employee or group of SSPK employees is held to be contrary to law by a court of competent jurisdiction, such provision of applications will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of re-negotiating the provisions affected.

SECTION 6- PUBLICATION OF CONTRACT

Within forty-five (45) days of the signing of this Contract by the parties, the ~~KGBSD~~DISTRICT shall email and post on the DISTRICT website, or, if requested by a SSPK employee, provide a printed copy of this Contract. ~~KGBSD~~The DISTRICT shall provide a copy of the Contract to all new hires.

SECTION 7- DURATION OF CONTRACT

This Contract and each of its provisions is binding and effective as of ~~January~~July 1, 2020-2022 and shall remain in full force and effective until June 30, ~~2022-2025~~ until a successor Contract is negotiated.

AREA 2: ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1- RESPONSIBILITIES

- A. The ASSOCIATION shall cooperate with the Administration in revising SSPK employee evaluation procedures of the DISTRICT through a standing committee of a minimum of three (3) KEA members, two (2) administrators, and a maximum of six (6) KEA members and three (3) administrators. A minimum of one (1) KEA/SSPK employee from

each currently employed role (school psychologist, speech-language pathologist, physical therapist, occupational therapist and board certified behavior analyst) is required to be present and included in the development of any evaluative tool pertaining to the evaluation of their respective professional duties, roles and functions. Informal communication & collaboration outside of the committee process for developing and revising evaluative tools is encouraged; however, any additions or changes shall be reviewed by the committee prior to acceptance and implementation.

- B. The parties recognize the benefit of exploration and study of current and potential issues by meetings of representatives of the parties and an exchange of views and information without the stress and time limitations which may exist at the bargaining table. Accordingly, the parties agree to establish a committee at the request of either party to function during the term of the agreement to develop approaches to matters of vital concern both to the DISTRICT and the ASSOCIATION.
1. The committee shall consist of not more than two (2) members from the ASSOCIATION and not more than two (2) members from the DISTRICT. ASSOCIATION members are to be selected by the ASSOCIATION president, and DISTRICT members by the Superintendent.
 2. Persons from either party who are specialists in a subject under discussion may be brought into committee meetings by agreement of the parties.
 3. The committee authority shall be limited to discussion, exploration and study of subjects referred to it by the parties.
- C. The ASSOCIATION shall have the right and be given opportunity to make recommendations to the BOARD and/or the administration.

SECTION 2- DUES DEDUCTION

- A. 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~~DISTRICT, 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. All bargaining unit members shall be afforded all rights related to negotiations irrespective of membership or non-membership in the ASSOCIATION.

- B. The ASSOCIATION shall indemnify and hold harmless the KGBSDDISTRICT 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.
- C. The DISTRICT will notify the ASSOCIATION of all new SSPK employees, and of those resigning or whose contracts are being terminated.

SECTION 3- OTHER DEDUCTIONS

Upon appropriate written authorization as specified by the KGBSDDISTRICT, the KGBSDDISTRICT shall deduct from the salary of that person and make appropriate remittance for jointly approved tax sheltered annuities, credit union, or any other plans or programs jointly approved by the KGBSDDISTRICT, ASSOCIATION, and employee.

SECTION 4- USE OF FACILITIES

With prior approval, no reasonable request by the ASSOCIATION to use school facilities and equipment at reasonable times shall be denied provided that this shall not interfere with or interrupt normal school operations.

SECTION 5- INFORMATION FOR KEA

- A. The DISTRICT agrees to make available in a timely manner to any official representative of the ASSOCIATION in response to reasonable written request all available information which is not confidential concerning financial resources of the DISTRICT including but not limited to: annual and periodic financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, and treasurer's reports. The DISTRICT agrees to also make available such other information as will assist the ASSOCIATION in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers, SSPK employees and their students. The DISTRICT also agrees to provide the ASSOCIATION with information which may be necessary for the ASSOCIATION to process any grievance or complaint.
- B. Copies of BOARD meeting minutes and agenda and complete BOARD packet will be available online at the District's website 48 hours prior to each regular meeting.
- C. The DISTRICT shall provide the ASSOCIATION the names, address, phone number, work location, department, and job title of all new and current Bargaining Unit members

by the second week of school or upon request from the Association President or Association Treasure.

- D. An ASSOCIATION representative shall be on the agenda to address new teachers and SSPK employees at the beginning of the year during new employee orientation.
- E. The ASSOCIATION will provide the DISTRICT with the names of KEA officers and building representatives at the beginning of each school year or earlier if possible.

SECTION 6- LABOR MANAGEMENT COMMITTEE

The DISTRICT and ASSOCIATION shall collaboratively implement a Labor Management Committee for the purpose of discussing DISTRICT and ASSOCIATION business. Members shall be DISTRICT representatives designated by the Superintendent, the ASSOCIATION President and one representative from each of the bargaining units as needed. A minimum of one meeting will be held in September, November, January, and March. More meetings shall be held as needed. Labor Management Leave shall be created and used for this purpose.

AREA 3: COMPLAINTS AND GRIEVANCES

SECTION 1- DEFINITIONS

- A. GRIEVANCE - is an alleged violation of this Contract or terms and conditions of employment specified in adopted BOARD Policy, Federal Law, Alaska State Law (A.S.L.), Department of Education Rules and Regulations or Administrative Regulations.
- B. GRIEVANT - is the person, persons, or ASSOCIATION making the complaint or grievance.
- C. DAYS - days shall mean SSPK employee work days.
- D. GROUP GRIEVANCE - if more than one member of the unit files an identical grievance, the grievance may be filed in the name of the ASSOCIATION. The resolution of the grievance may apply to all affected employees.

SECTION 2- PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise causing a grievance as defined above. Both

parties agree that grievance proceedings will be kept as informal and confidential, as shall be appropriate, at any level of the procedure. Every effort should be made to expedite the process.

SECTION 3- PROCEDURES

- A. The number of days indicated at each level will be considered a maximum. To be processed as a valid grievance, the alleged violation must have occurred prior to the expiration of this Contract and the written grievance filed within the thirty-day timeline.
- B. Any grievance that cannot be processed to conclusion by mutual agreement following the last day of school shall be resolved in the new school term in September unless expressly agreed otherwise by the DISTRICT and the ASSOCIATION.
- C. At least one member of the ASSOCIATION shall have the right to attend any proceedings after Level One.
- D. Nothing herein contained will be construed as limiting the right of any SSPK employee having a grievance to discuss the matter formally with any appropriate member of the administration, and having the grievance adjusted without intervention of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this agreement or policies agreed upon by the ~~KGBSDDISTRICT~~ and the ASSOCIATION. The ASSOCIATION will receive a copy of every written decision or written resolution.

SECTION 4- INITIATION AND PROCESSING

- A. Level One- COMPLAINT - SUPERVISOR
A SSPK employee with a complaint will first discuss it privately with the ~~Director of Special Services~~ Director, supervisor or building administrator as appropriate, either individually, or accompanied by the ASSOCIATION representative if requested, with the objective of resolving the matter informally. Any decision at Level One shall not be precedent setting, must be consistent with all the terms and conditions of this Contract, and the decision shall become effective only with the prior knowledge of an ASSOCIATION representative and the supervisor.
- B. Level Two- GRIEVANCE - SUPERVISOR
If the SSPK employee is not satisfied with the disposition of his/her complaint, he/she may, within thirty (30) days of the occurrence of the alleged violation, file a written grievance with his/her immediate supervisor using the agreed upon forms. Information copies are to be sent by the aggrieved party to the ASSOCIATION and to the Superintendent. The Director of Special Services or designee shall hold a hearing within

ten (10) days after receipt of the written grievance, and will respond in writing to the grievant and the ASSOCIATION within ten (10) days of the hearing.

C. Level Three- SUPERINTENDENT

1. Within ten (10) days of receipt of the decision rendered by the Director of Special Services or their designee, the decision of the Director in regard to such appeal may be further appealed to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.

2. An ASSOCIATION grievance may be initiated by filing the written grievance at Level Three. A hearing on such a grievance shall be held within ten (10) days of its filing.

3. Appeals to the Superintendent shall be heard by the Superintendent or his/her designee within ten (10) days of his/her receipt of the appeal. Written notice of the time and place of hearings shall be given five (5) days prior to the hearing to the ASSOCIATION, the grievant, and to his/her representative, if any.

4. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the aggrieved employee and the ASSOCIATION his/her written decision which shall include supporting reasons therefore.

D. Level Four- SCHOOL BOARD

1. Within ten (10) days after receipt of the Superintendent's findings, the ASSOCIATION may request in writing that the BOARD hear the case. The BOARD or a subcommittee thereof shall meet with the grievant and/or the ASSOCIATION and hear the problem within ten (10) days (or later by mutual agreement) after the receipt of this request. The hearing will be private and the results thereof confidential consistent with AS 44.62.310. The BOARD will respond in writing to the grievant and the ASSOCIATION within ten (10) days of the hearing.

2. Grievance Mediation- If no satisfactory settlement is reached at Level Three, as an alternative to the BOARD step, the grievance may be sent by mutual agreement to grievance mediation within ten (10) days after receiving the disposition of the superintendent.

E. Level Five -ARBITRATION

1. A grievance dispute, which is not resolved at level three or level four, may be submitted by the ASSOCIATION to arbitration by filing with the DISTRICT a notice of Arbitration. Only grievances involving the application of this Contract may be submitted

to arbitration (including non-retention of individual tenured teachers under Area IV Section (11). The notice shall be filed within ten (10) days after receipt of the level three (3) or level four (4) decision.

2. Within ten (10) days after such written notice of submission to arbitration, the ASSOCIATION will contact the American Arbitration Association which will provide a list of names from which the parties will choose an arbitrator. If agreement cannot be reached, the parties shall determine the right of the first name struck from the list by rolling dice. The highest number has the choice. The arbitration process shall be conducted under AAA Labor Arbitration rules excluding the expedited procedures.

3. Jurisdiction of Arbitrator

a. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Contract, award damages, or make any decision which requires commission of an act prohibited by law. The arbitrator has the authority to order make-whole remedies. The arbitrator shall not hear any matter involving the retention or non-retention of any non-tenured staff, nor any matter involving just cause.

b. The ASSOCIATION may elect either the statutory or arbitration review for any matter for which there is a review provided in ASL provided the affected individual(s) does not pursue statutory review.

c. 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. grievance.

d. The costs for service of the arbitrator will be borne equally by the BOARD and the ASSOCIATION.

SECTION 5- GENERAL PROVISIONS

A. NO REPRISALS- No reprisals shall be taken by party or parties involved in the grievance procedures against the other party or parties.

B. Any party may be represented at all stages of the grievance procedure, except arbitration, by a person of his/her own choosing. When a SSPK employee is not represented by the ASSOCIATION, the ASSOCIATION shall have the right to have a representative present. The ASSOCIATION shall have the right to present its views at a separate time.

- C. Failure by the DISTRICT at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure by the grievant to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. All actual written grievances and any related processing documents will be filed separately from the personnel files of the participants.
- E. Forms for processing grievances will be agreed upon by representatives of the ASSOCIATION and the BOARD (Appendix TBD).
- F. Every effort will be made by all parties to avoid interruption of direct student contact hours. No staff officially involved in a grievance or grievance procedure shall involve a student in the grievance procedure without mutual consent of the ASSOCIATION and the BOARD.
- G. It will be the practice of all parties to process grievances after the regular work day or at other times that do not interfere with assigned duties. Upon mutual agreement by the aggrieved person, the ASSOCIATION and the BOARD'S designated representative, to hold proceedings during regular working hours, the aggrieved and the appropriate ASSOCIATION representative will be released from assigned duties without loss of compensation.
- H. 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 ASSOCIATION may assert in an arbitration proceeding evidence not previously disclosed to the other party.

AREA 4: WORKING CONDITIONS

SECTION 1- WORKER'S COMPENSATION/RULE

Worker's Compensation benefits shall be those laws prescribed by Alaska State and current BOARD policies, except that the returning SSPK employees shall be guaranteed an equal or comparable position upon returning. Any SSPK employee eligible for the Alaska Worker's Compensation Act will suffer no loss of unused benefits during his/her absence. After three days' use of sick leave, an employee shall be eligible for Worker's Compensation benefits under State rules and be paid full salary by using accrued sick leave on a prorated basis to make up the

difference between the benefits and full salary. Should State legislation change, the legislative plan shall be followed.

SECTION 2- LENGTH OF WORK DAY

Each full-time SSPK employee work day will consist of 8 hours on site, unless given approval through the Superintendent or their designee to work offsite. Any changes to length of school day will require approval by Superintendent or their designee.

Each full-time SSPK employee will create an individual workload schedule in accordance with recommendations from respective national association or professional organization bodies, incorporating identified needs determined by the DISTRICT with approval of the Superintendent or their designee.

Under the supervision of the Superintendent or their designee, each SSPK employee has the ability to adjust her/his daily schedule to complete duties including, but not limited to the following: provide direct services to students, administer assessments, manage evaluations, analyze assessment findings, schedule and attend meetings, complete paperwork (e.g. notes, reports, etc.), bill for services (i.e., Medicaid), consult with staff, consult with families, provide training to staff, develop programs, conduct research, organize/maintain files, etc. Comprehensive job descriptions will be collaboratively developed by SSPK employees and the Director of Special Services, with approval by the Superintendent and HR.

Each employee is entitled to a 30-minute duty free lunch.

Any SSPK employee traveling between more than one building shall be provided with sufficient time to travel between assignment locations.

SECTION 3- PERSONNEL FILES

The DISTRICT shall maintain one official employment/personnel file for each SSPK employee. Reasonable access by the SSPK employee and/or designee shall be granted during DISTRICT office working hours. SSPK employees may attach rebuttal comments to any information in their file. All evaluation information will be placed in the SSPK employee's file with a copy given to the individual. A SSPK employee may copy any portion of his/her personnel file. Any documents removed for copying shall be returned unless a grievance settlement or an arbitration ruling requires removal. In a specific personnel action, no use may be made of any material which has not been shared with the SSPK employee. Confidential material gathered during the hiring process can be withheld from the SSPK employee.

SECTION 4- EVALUATIONS

- A. SSPK employees shall be evaluated using an appropriate evaluation system specific to each SSPK employee's role and responsibilities, upon final approval by the Superintendent or their designee.¹
- B. Evaluations may be completed during therapy sessions, meetings, etc.
- C. Each SSPK employee will be provided with a written and signed copy of the completed evaluation.
- D. When each SSPK employee is evaluated, she/he will have the right to review and comment upon the evaluation. She/he may, at his or her request, retain the evaluation for three (3) days for the purpose of review and comment. Any written comments regarding an evaluation shall be signed and will become a part of that evaluation.

SECTION 5- RENEWAL OF CERTIFICATES

- A. At the beginning of each school year, the DISTRICT will make a good faith effort to inform each SSPK employee of the expiration dates of his/her current Type C certificates. Final responsibility for keeping current certification and physical examination requirements belongs solely with the staff member.
- B. State-mandated employee training is the responsibility of each SSPK employee; training will be provided in group settings when possible.

SECTION 6- IDENTIFICATION CARDS

All DISTRICT certified personnel are required to receive a photo ID badge, identifying them as a DISTRICT employee, and to display their ID while at work.

SECTION 7- CURRICULUM

SSPK employees will be given the option to serve on a committee on a consultative basis to assist with curriculum development on a voluntary basis.

¹ Accepted by both parties with the understanding that the development of evaluation standards, procedures, and templates will be developed collaboratively between SSPK representatives and the district based upon best practice standards and metrics that include mutually agreed upon definitions of caseload and workload, and achievable targets. An MOA will commission a workgroup to address these issues and outline a timeline for completing these activities.

SECTION 8- SPECIAL SERVICES PROFESSIONALS ASSIGNMENT/ TRANSFER

A. Vacancy Posting

SSPK employee positions that become available will be announced to all SSPK employees via group email when posted on the ~~KGBSDD~~DISTRICT website.

B. Voluntary Transfers

A SSPK employee who desires to fill a vacancy may submit a written request to the Superintendent to make such a change. Requesting transfer will receive notice of receipt of the request from the District office and will receive primary consideration.

C. Filling Vacancies

Unless otherwise mutually agreed upon by the Association and the District, if no properly qualified SSPK employee applies for a vacant SSPK position after a minimum of 30 calendar days of posting, the DISTRICT—after consultation with the Director of Special Services—may collaboratively elect to contract out the service. No currently employed member of the bargaining unit may contract with the DISTRICT under these provisions. Independent special services contractors will not be an acceptable permanent substitute for full time SSPK employees in the district when full time SSPK employees are available.

SECTION 9- DISMISSAL OR NON-RETENTION

Dismissal or non-retention of any SSPK employee shall be in accordance with appropriate provisions of AS (14.20.170, 175, 180, or 205) and/or the provisions of this agreement.

SECTION 10- WORK YEAR

Regular SSPK employees work year will consist of 189 days.

SSPK employees will work in accordance with the school calendar, ~~with a start date three (3) business days prior to the first teacher day and an end date three (3) business days after the last teacher day~~ plus an additional six (6) days throughout the year. These days can be performed before, during, or after teachers' contracted calendar year so long as they do not overlap with existing calendared work days (according to the Board-approved school calendar), to be approved by the Superintendent or designee. Each year SSPK employees will submit their

proposed work calendar schedules to the Superintendent or designee by August 1st. Mid-year changes to the proposed work calendar may be approved by the Superintendent or designee. Should a proposed work calendar schedule not be submitted for approval, the SSPK employee will work three (3) days prior to the first teacher work day and three (3) days after the last teacher work day. SSPK employees who are hired mid-year will have their scheduled days prorated as agreed by the District in their contract.

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With Superintendent or designee's approval, SSPK employees may be allowed to finish contract days at the end of the school year over weekend days.

If the DISTRICT or Superintendent or their designee requires a SSPK employee to perform duties, such as but not limited to additional staff training, supervision, excess paperwork load, outside the established work year as described above, the SSPK employee will be compensated at their rate of per diem.

~~With Superintendent or designee's approval, SSPK employees may be allowed to finish contract days at the end of the school year over weekend days.~~

SECTION 11- CONTROVERSIAL ISSUES

Provided a SSPK employee attempts not to indoctrinate any belief and attempts to present all sides of the issues, he/she may address controversial issues consistent with approved DISTRICT curriculum and DISTRICT policy/regulation.

SECTION 12- CASELOAD/WORKLOAD

The DISTRICT and the ASSOCIATION agree to work cooperatively toward equitable, manageable and reasonable caseloads/workloads consistent with sound educational practices and budgetary constraints.²

SECTION 13- DISCIPLINE

No SSPK employee will be formally disciplined (including written reprimands and suspensions ~~with or~~ without pay) without just cause. Issues involving just cause shall be resolved solely through the grievance procedure ~~up to but not including Level Five.~~

SECTION 14- SAFETY

² For review and development in MOA committee workgroup: establishing what a caseload is for each employee, with standardized mutually agreed upon definitions, and draft workload/case load standards or targets and target staffing ratios.

- A. The DISTRICT shall notify SSPK employees of known building conditions which may pose a health hazard. Investigative reports of building conditions shall be provided to each school site and maintained in a central location.
- B. The DISTRICT shall notify staff of known threats to health or safety, including possible exposure to contagious disease. No staff member under any circumstance shall search for a bomb or other destructive device.
- C. SSPK employees shall be informed when being assigned a student(s) with a known medical problem or history of behaviors that could present a threat to the safety of students or staff. SSPK employees receiving confidential information shall maintain student privacy rights. (Family Educational Rights and Privacy Act (FERPA) 20.U.S.C. Sections 1232g; 34 CFR Part 99).

SECTION 15- WORK SPACE

The DISTRICT will make a good faith effort to provide each SSPK employee an office work space in the facility that is her/his home base of operations. Similarly, the DISTRICT will make a good faith effort to provide the SSPK employee a protected therapy work space in each building, in collaboration with the building administrator, that is made available according to service needs. Building level, DISTRICT administration and the Superintendent or their designee will consult SSPK employees regarding the selection, design and protection of a suitable location that is in compliance with state and federal law and regulation, state practice acts, and best practices for respective SSPK employees to ensure quality of care, services, confidentiality and accessibility.

SECTION 16- OUTSIDE EMPLOYMENT/CONTRACTING

SSPK employees shall not engage in outside employment nor enter into contract to provide professional services to or for any other school district, organization, association, or person during the extent of the contracted work day with the DISTRICT. This includes any additional contract days entered into by mutual agreement between an individual SSPK employee and the DISTRICT for which per diem is paid.

AREA 5: LAYOFF

In the event it becomes necessary to reduce the number of SSPK employee positions due to program reduction or elimination, or to reduce the number of SSPK employee positions in a given area, field or program, or eliminate or consolidate positions, the BOARD will adopt a

simplified program that takes into consideration and prioritizes the needs of the student population receiving special services. The DISTRICT will use natural attrition and accept unpaid leaves in order to reduce or eliminate the need for layoff, and will layoff intern level or non-fully qualified practitioners first in reverse order of seniority, per the definitions of this contract.

AREA 6: LEAVES

A SSPK employee on a leave with full pay will be considered to be in normal work status. Approved leave without pay does not constitute a break in service with regard to any accrued or accumulated benefit, including but not limited to tenure, sick leave, or retirement. An SSPK employee on a leave without pay may continue on medical insurance at his/her own expense provided the carrier agrees.

SECTION 1- SICK LEAVE

- A. Each full-time SSPK shall be awarded twelve (12) days sick leave with pay to be provided on the first duty day of each school year. Sick leave will be cumulative over a period of years without limit. Permanent certificated personnel working less than a full day schedule and/or a full year will receive a proportionate benefit. In the event that a proportional sick leave benefit is provided when an SSPK employee is hired mid-year, the proportional rate of one and one third (1-1/3) days per school month of employment shall be awarded (9 months of employment equaling a full school year) on the first day of employment with the district.

SSPK employees on extended contracts shall accrue one and one-third (1-1/3) days for each month in which they are contracted to work eleven (11) or more days. However, if a SSPK employee does not fulfill the contract, payment for leave shall be made on the basis that sick leave accrues at the rate of 1-1/3 days per month, or fraction of a month.

If sick leave has been paid but not earned, that amount shall be deducted from the last paycheck of the year.

Sick leave shall be interpreted to mean leave for personal incapacitation (including any disability immediately related to pregnancy), or serious illness in the SSPK employee's immediate family which may require absence from work.

- B. Cumulative sick leave as defined by A.S.L. earned by a certified employee 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 certified employee's service is continuous.

Responsibility for furnishing the new employer with a certified statement showing cumulative sick leave rests with the SSPK employee. 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.

- C. A SSPK employee absent on account of illness (personal incapacitation) in excess of the number of days sick leave to which he/she is entitled may request a Leave of Absence, as described in Section 11 below.

D. A SSPK employee may donate or receive up to three (3) sick leave days directly to another district certified employee who has exhausted his/her sick leave, personal leave, and sick leave bank. Such donations may only be made to a certified employee whose necessary absence from work results from a qualifying FMLA or AFLA absence. Eligibility is dependent upon the exhaustion of the receiving certified employee's sick leave, personal leave and sick leave bank.

~~D.E.~~ A SSPK employee absent from school on sick leave for more than three (3) consecutive days may be required to submit to the Superintendent a doctor's verification. In cases of emergency or sudden illness where medical service is not locally available, reasonable travel time to medical service, not to exceed three (3) days shall be allowed as sick leave. Documentation of the travel time in excess of three (3) days and/or the related Doctor's verification may be required by the District.

~~E.F.~~ All SSPK employees 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.G.~~ SSPK employees 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 DISTRICT shall, upon receiving notice of the SSPK employee's intent to exit the DISTRICT at the end of the current contract year, compensate the exiting SSPK employee 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 SSPK employee's current salary established pursuant to Area 7, Section 1, for each accumulated sick leave day and shall be made in the form of a cash payment to the SSPK employee at the end of the school term; (this compensation is not eligible as TRS termination pay).

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2. To be eligible for compensation, a SSPK employee must have five (5) years of full-time service with KGBSDDISTRICT, and submit a fully executed and signed Request for Sick Leave Buy-Out (Appendix TBD) no later than May 1 of the current school year. Upon payment of compensation pursuant to this Section, the SSPK employee's accumulated sick leave balance shall remain with the employee. The maximum days that can be submitted for buyout will be capped at forty (40) days.

3. Section 1 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 BANK

- A. The Alaska State Legislature has provided for the establishment of Teacher Sick Leave Banks. [A.S. 14.14.105] -applicable to SSPK employees as well.
- B. Initial membership in the bank shall be established by an initial investment of one day of previously accrued leave.
- C. Days shall be invested on a non-refundable basis by voluntary action of any SSPK employee (covered by this agreement) who wishes to participate in the sick leave bank.
- D. All certified employees with at least one year of service shall be members of the Sick Leave Bank unless they specifically opt to withdraw in writing by September 30. Certified employees new to the district may, at their option, join the sick leave bank by notifying the District in writing by September 30. Exceptional cases for admission shall be considered by the governing body.
- E. When the accumulated balance of days in the bank falls below a figure equal to half the number of participants in the bank, each member shall automatically donate one additional day.
- F. If a bank participant has exhausted his/her sick leave and cannot return to work because of personal, spouse, parents, children or sibling's incapacitation, he/she shall be eligible to draw (from the bank) not more than twice the number of days of sick leave he/she has accumulated as of the beginning of the school year. However, in a case of severe illness or extreme hardship, the BOARD may permit a SSPK to draw more leave.

- G. The Superintendent or designee and an ASSOCIATION representative will jointly administer the Bank and be known as the Governing Body.
- H. Eligibility for withdrawal of days from the bank and procedures not outlined herein shall be determined by the Governing Body. Application for withdrawal of days shall be submitted through the Superintendent or their designee.
- I. Membership in the bank shall be continuous after initial enrollment, provided that, following any school year membership may be withdrawn in writing prior to the September 30th deadline. The ASSOCIATION will be notified in writing of any member withdrawing from the sick leave bank.
- J. In cases where a SSPK employee is unable to meet required donation (as E. above) the Governing Body may, at its discretion, waive this requirement.

~~K. A SSPK employee at his/her discretion, may donate up to three (3) sick leave days directly to another certified employee who has exhausted his/her sick leave, personal leave and sick leave bank. Such donations may only be made to a certified employee whose necessary absence from work results from an illness or injury to the certified employee's spouse, parents, children or siblings. Eligibility dependent upon exhaustion of certified employee's sick leave, personal leave and sick leave bank.~~

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SECTION 3- COMMITTEE GRANTED PROFESSIONAL LEAVE

- A. A SSPK employee may, upon application to and approval by the Professional Leave Committee, be excused for professional purposes without loss of pay. Professional leave is granted for a purpose which will promote and benefit the DISTRICT and must be educational in nature, and specific to the employee's field of practice.
- B. The ~~KGBSD~~DISTRICT and the ASSOCIATION will jointly provide a Professional Leave Committee. The committee shall be made up of two members appointed by the ~~KGBSD~~DISTRICT administration and two members appointed by the ASSOCIATION. The Professional Leave Committee will approve all professional leave requests. The Professional Leave Committee will perform this service for all SSPK employees, consistent with the following guidelines:

- 1. The Professional Leave Committee will not grant leaves for any DISTRICT Sponsored workshops in which the DISTRICT has already assumed the Responsibility for granting the necessary leave to carry out the tasks that the

Person(s) must do to fulfill his/her DISTRICT obligations when accepting the Committee or workshop assignment.

2. The Professional Leave Committee will operate with a bank of 116 days.

SECTION 4- ADMINISTRATION GRANTED PROFESSIONAL LEAVE

SSPK employees out of town at the request of the DISTRICT will be on administrative leave and will be paid for travel expenses and per diem at the rate established by the BOARD, with the understanding that the DISTRICT shall not provide duplicate reimbursement.

SECTION 5- PERSONAL LEAVE

A. Each SSPK employee will receive 8 days, non-cumulative personal leave annually.

A-B. An SSPK employee may buy two additional days at a rate of \$250 per day.

B-C. Personal leave not used will be cashed in at the SSPK employee's per diem rate, on the last paycheck of the year up to a maximum of 8 days.

SECTION 6- EMERGENCY LEAVE

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

SECTION 7- CHILD REARING LEAVE

Parental leave without pay will be granted upon request for up to six (6) continuous working months after the birth or adoption of a child in addition to paid leave as per FMLA/AFLA. Terms and conditions of the leave will be agreed to in writing prior to the beginning of the leave. However, the employee using child rearing leave may choose to reserve up to five (5) days of sick leave.

SECTION 8- SABBATICAL LEAVE

A. Eligibility

1. A SSPK employee who has rendered active service for seven or more years in the DISTRICT is eligible for sabbatical leave.
2. The proposed program of study must be educationally beneficial to the DISTRICT.
3. The SSPK employee must agree to return to the ~~KGBSD~~DISTRICT for one full school year following the leave. A SSPK employee who does not serve for at least one full year after his/her return shall refund to the DISTRICT money paid unless his/her failure to serve is attributable to sickness, injury, or death.
4. The amount of sabbatical leave available annually will be equal to one academic year. If, in the opinion of the ~~KGBSD~~DISTRICT there are no applicants that satisfactorily meet the requirements for sabbatical leave, the DISTRICT will not grant the leave. If there are qualified applicants, the District will grant a minimum of two sabbaticals every five years. One-half salary will be paid to a SSPK employee for any period that he/she is on DISTRICT approved sabbatical leave however; the employee and the DISTRICT may make any other mutually acceptable compensation arrangements.
5. Any SSPK employee applying for sabbatical leave must conform to provisions pertaining to sabbatical leave as outlined in Article 4, Sabbatical Leave, A.S.L.
6. Any SSPK employee denied a sabbatical leave shall be granted two weeks past notification of denial to apply for leave without pay.

B. Application Procedure

1. The SSPK employee must submit an application for sabbatical leave to the Superintendent and the ASSOCIATION not later than January 25th.
2. A plan of the proposed study must be submitted with the application.
3. The ASSOCIATION President or his/her designee shall submit their recommendations, if any, to the Superintendent not later than February 15th.
4. The BOARD has the responsibility for the selection of the certified employee(s) to be granted the sabbatical leave(s).
5. Any successful applicant must sign a contract before receiving the benefit.

SECTION 9- MILITARY LEAVE

A SSPK employee, 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.

SECTION 10- JURY/COURT LEAVE

- A. A SSPK employee 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 DISTRICT. Employees excused from jury duty shall return to work in one (1) hour.
- B. A SSPK employee who appears as a witness for the DISTRICT shall be granted leave without loss of pay.
- C. A SSPK employee, while being a defendant in a civil or criminal case, who is not found guilty or liable, shall be granted court leave.
- D. A SSPK employee who appears in an action as a plaintiff or witness with an interest against the DISTRICT shall not be eligible for court leave.

SECTION 11- LEAVE WITHOUT PAY

- A. Leave without pay of up to two (2) years may be granted to any tenured SSPK employee upon application, and BOARD approval provided a qualified replacement is available.
- B. Final application date for leave without pay is March 1st.
- C. A SSPK employee granted a leave without pay must state his/her intention to return from such leave to the school system in a letter submitted to the Superintendent no later than March 1.
- D. All employees granted a leave without pay will be entitled to all rights as outlined in AS 14.20.345.
- E. Upon completion of a one year leave without pay, the SSPK employee is guaranteed the position he/she left. At the end of a two-year leave, the SSPK employee may be granted a position, if a vacancy exists.

- F. The terms and conditions of any leave without pay shall be expressed in writing prior to submission to the BOARD for their approval.

SECTION 12- PUBLIC OFFICE LEAVE

- A. Leave without pay will be granted by the BOARD at the request of any SSPK employee 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 SSPK employees granted public office leave will be entitled to all rights as outlined in AS 14.20.345.
- C. Upon completion of public office leave, the SSPK employee is guaranteed a position comparable to the one he/she left.

SECTION 13- ASSOCIATION LEAVE

- A. The BOARD will grant 30 days of paid leave to the ASSOCIATION per school year. Upon proper written notification, an additional 20 days of paid leave will be granted should a SSPK employee serve in a NEA-Alaska or NEA elected or committee position, and an additional 30 days will be granted for association leave. These leaves are provided concurrently with association leave provided in other KEA agreements.
- B. ASSOCIATION members will be required to give the building principal and/or Superintendent or their designee advance notice of any absence due to association leave. Applications for leave will be made by the President of the ASSOCIATION and given to the Superintendent of Schools who shall authorize the leave.

SECTION 14- ASSOCIATION OFFICE LEAVE

- A. Any SSPK employee elected to an office in NEA-Alaska or NEA which requires his/her full-time absence from the DISTRICT will be granted association office leave at his/her request. This leave will be for an entire work year.
- B. During the period of leave, the employee will receive the salary he/she would receive if he/she were performing his/her work duties; including all rights of tenure, retirement, advancement, and any other rights he/she would normally receive. In return, the DISTRICT will be reimbursed by NEA-Alaska or NEA for the salary and benefits paid to the employee. This section of the Contract will take effect only upon the receipt, by the

DISTRICT, of a binding agreement from NEA-Alaska or NEA that these funds will be reimbursed by those organizations.

- C. Upon completion of association office leave, the SSPK employee is guaranteed a position equal or comparable to the one he/she left.

SECTION 15- BEREAVEMENT

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 and miscarriage with a doctor's verification shall entitle the SSPK employee up to seven (7) days bereavement leave, not deductible from sick leave. If additional days absence is 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 SSPK employee to the Superintendent or his/her designee.

SECTION 16- FAMILY AND MEDICAL LEAVE

Leave will be made available in conformity with applicable State and Federal law. (Appendix TBD)

AREA 7: SALARIES AND ECONOMIC BENEFITS

SECTION 1- SALARY SCHEDULE

The salary schedules are attached (see Appendix TBD). There is a single column to apply to all SSPK employees working in the DISTRICT subsumed under the general KEA Contract as part of a separate negotiated agreement between SSPK, KEA and the DISTRICT. Placement on this salary schedule will depend on past years working in an approved special services role (see definitions).

SECTION 2- PLACEMENT ON SALARY SCHEDULE

Initial placement on the salary schedule will be by the DISTRICT in collaboration with the Superintendent or their designee. Upon completion of a year of service, a SSPK employee will advance vertically on the salary schedule until the highest step is reached. A Master's degree and Type C or Type K certification is required for placement on the SSPK salary schedule³.

³ Board Certified Behavior Analysts (BCBA's) are the sole special services role currently exempt from the requirement to have a Type C Special Services Certificate from the Alaska Department of Education and Early Development (DEED) pending state classification of BCBA certification. Upon ratification of a classification for BCBA's by DEED, that standard will be in force as a requirement for placement.

Placement on the salary schedule for any school year shall occur after completion of negotiations.

- A. SSPK employees will be given full credit on the salary schedule for previous experience in their current special services role. Qualified SSPK interns and clinical fellows--on track to become fully qualified as defined in this contract--will be placed on the internship/fellowship salary schedule step, and will remain at this placement until their internship/clinical fellowship is completed.⁴
- B. SSPK employees will advance on the salary schedule one year provided that the SSPK staff has at least 140 days of paid working status during the year as per AC 15.020.
- C. SSPK employees returning from authorized leave shall retain, consistent with the terms of this agreement, benefits accumulated prior to or during the leave.
- D. The DISTRICT agrees to contract only properly certificated SSPK employees holding Alaska Type C Special Services Certificate for every SSPK assignment, when needed. Need will be determined by the Superintendent or their designee.
- E. SSPK employees with doctoral degrees will receive \$2000 added to their annual salary in the form of a monthly stipend. An SSPK employee intending to apply for the doctoral stipend for the next school year shall submit the application (Appendix TBD) on or before March 1 of the current year.
- F. SSPK employees holding a National Certification or Certificate of Clinical Competency from the American Speech, Language and Hearing Association or National Certification of School Psychologists (NCSP) from the National Association of School Psychologists, or National Board Certification from the National Board for Certification of Occupational Therapy, or National Board Certification from the Federation of State Boards of Physical Therapy (FSBPT), or Board Certification from the Behavior Analyst Certification Board (BACB) will receive \$2000 added to annual salary in the form of a monthly stipend.

SECTION 3- ADDITIONAL ECONOMIC BENEFITS

A. Vehicle Allowance

Each full time SSPK employee will be provided a vehicle allowance of \$125 for each month of the school year, not to exceed nine (9) months, provided as a prorated monthly stipend on each paycheck, to compensate for travel between service locations.

⁴ See Definitions section for Fully Qualified SSPK Employees, Qualified Interns, and BCBA exemption.

B. Cell Phone Allowance

SSPK employees will receive a phone allowance of \$50 per month provided they use their cell phone as a primary contact with the DISTRICT, DISTRICT employees, and as a sole means of communication during required inter-district travel. SSPK employees who receive a phone allowance must make their cell phone number readily available and will maintain the cell phone for the duration of their employment. An SSPK employee who receives a cell phone allowance must notify the DISTRICT immediately should they no longer maintain a cell phone or if their cell phone usage changes.

C. Professional Development

1. Each SSPK employee will be provided the opportunity to attend state and national conferences paid for by the DISTRICT, not to exceed \$10,000 annually.
2. The DISTRICT's Superintendent or their designee will secure annual funding for each SSPK employee to attend a continuing education conference.
3. SSPK employees will receive reimbursement for membership dues to national organizations annually, limited to one per year, per staff.
4. SSPK employees will receive reimbursement for other continuing education units (CEUs), completed in-person or online, given prior approval from the Director of Special Services and/or DISTRICT

D. Intern/Student Supervision

SSPK employees who agree to accept an intern/student to supervise for an internship/clinical/clinical fellowship in ~~KGBSD~~DISTRICT will be compensated at a rate of \$2,000 per year of supervision to be paid as a lump sum at the end of the internship/clinical/clinical fellowship, to be prorated according to length of supervision provided.

E. Relocation/Hiring Allowance

Prospective SSPK employees will be provided reimbursement of up to ~~\$5,000~~\$3,000 for relocation expenses upon receipt of proof of allowable costs incurred as a result of relocating from another community outside of Ketchikan Gateway Borough (i.e. airfare, shipping costs).

G. Hiring & Retention Bonus

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SSPK employees who have completed years of service in the District as indicated below will be provided a retention bonus at the end of the milestone year of service upon successful completion of that year's contract:

- Year 2 - \$3,000
- Year 5 - \$5,000
- Year 8 - \$7,000

If an SSPK position is unable to be filled by the district in one full school term, a one-time Hiring Bonus of \$3,000 will be added to all subsequent job postings until the position is filled.

Hiring and retention bonuses do not apply to intern-level SSPK employees.

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SECTION 5- METHOD OF PAYMENT

- A. By notifying the Superintendent of Schools prior to September 12, any SSPK employee may elect to receive his/her salary in 10 equal installments rather than 12. SSPK employees will receive his/her salary in 12 equal installments beginning in September of each year. However, any remaining salary earned the last two installments shall be paid to the employee on the last day of the 189 day school term contracted teacher day in a lump sum, except for delays caused by emergency.
- B. Each SSPK employee will receive a draw of \$600 out of his/her first month's salary on or about the 15th of September. The balance of that month's salary will be paid on the last school day of September.

SECTION 6- RECERTIFICATION TUITION REIMBURSEMENT

It is agreed that the SSPK employee 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. Recertification tuition reimbursement for CEUs will also occur. Prior approval of courses by the Superintendent or their designee and/or Superintendent must be obtained (Appendix TBD).

SECTION 7- PROFESSIONAL DEVELOPMENT PAY

The DISTRICT shall pay SSPK employees who, at the request of the DISTRICT and with the agreement of the SSPK employee, train other DISTRICT employees or engage in DISTRICT-required professional development outside regular contract hours. Professional development outside of the DISTRICT (i.e., conferences requiring travel, state and national conferences) are

excluded. The rate of pay for such duties shall be ~~.00080 x the base pay per hour.~~ at the per diem rate if outside of contract hours.

SECTION 8- MEDICAL POLICIES

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. SSPK employees will receive the health insurance policy adopted by KEA including coverage and premium, and all corresponding medical and health insurance program policies called for in the KEA Certified negotiated agreement and Board Policy. Changes to the KEA Certified negotiated agreement and/or Board Policy will apply during the life of this agreement.

A.B. The DISTRICT shall provide a \$50,000 group term-life insurance policy to each permanent full and part-time employee with the District paying 100% of the premium.

SECTION 9- PHYSICAL REIMBURSEMENT

The ~~KGBSD~~DISTRICT will pay up to \$250 for out-of-pocket expenses toward the required initial employment physical exam.

SECTION 10- PART-TIME SALARIES

A part-time employee will receive a yearly salary in proportion to the ratio between his/her daily working hours and the regular work day.

DEFINITIONS

A.S.L. refers to Alaska State Law.

Association or KEA refers to the Ketchikan Education Association, an affiliate of the National Educational Association and the NEA-Alaska.

Benefits refers to the privilege of participating in the retirement programs, insurance programs, and other programs mutually agreed upon.

Board refers to the Board of Education of the Ketchikan Gateway Borough School District.

Dismissal refers to termination by the employer of the employee's services during the time a contract is in force.

District or KGBSD refers to the Ketchikan Gateway Borough School District.

Immediate refers to persons having the relationship of the employee of husband, wife, father, Familymother, son, daughter, brother or sister.

Impasse refers to a stalemate in negotiations process; the parties cannot agree. One or both parties notify the other of the intent to submit to mediation those items on which there is no agreement.

Initial Employment refers to the employment of a SSPK employee for the first time in the Ketchikan Gateway Borough School District or the re-employment after an absence during which the SSPK employee was not on leave and did not retain tenure in the District.

~~KGBSD or District refers to the Ketchikan Gateway Borough School District.~~

Non-Retention refers to the determination by the employer not to employ a SSPK employee for the school year immediately following the expiration of the employee's current contract.

Fully Qualified refers to SSPK employees (school psychologists, speech-language pathologists, physical therapists, occupational therapists, board certified behavior analysts) who fulfill the requirement of a Master's/Education Specialist degree held specifically in one of the aforementioned areas; hold a current and valid licensure and/or certification to practice, and have completed minimum clinical and/or professional supervision hours in order to independently perform specialized educational duties.

NOTE: BCBA's are special services professionals who are included in this contract; however, as of the ratification of this contract, the State of Alaska Department of Education and Early Development does not provide BCBA's a Type C certificate opportunity and therefore, BCBA's are exempt from this criteria for inclusion in the SSPK contract pending state classification of BCBA educational certification.

Qualified SSPK interns and clinical fellows refers to employees who currently are in progress of completing, or who have already completed, a school psychologist, speech-language pathologist, physical therapist, occupational therapist, board certified behavior analyst Master's/Education Specialist degree program; who are currently completing their clinical fellowship, supervised internship, or supervised fieldwork (minimum 1,200 hours, and having already completed a minimum 300 hour supervised practicum); who would be eligible to obtain a Type C certificate upon completion of their degree program in its entirety (exempting state certification for BCBA interns pending state classification of certification); and who upon completion of their clinical fellowship/internship and all other degree program requirements would be eligible for placement on SSPK salary schedule above the internship step. SSPK interns and clinical fellows are eligible for placement on the salary schedule at the internship level and are entitled to all of the benefits within this contract that apply based on their current status of education, training and credentialing (i.e. interns and clinical fellows would by definition not meet eligibility for the \$2,000 national certification salary addition in this contract until officially nationally certified).

Salary Schedule refers to the years in relationship to the compensation for SSPK employees.

Special Services Professionals of Ketchikan (SSPK) refers to properly certificated and credentialed specialist employees in the positions of school psychologists, speech-language pathologists, physical therapists, occupational therapists and board certified behavior analysts.

Superintendent refers to the Superintendent of the Ketchikan Gateway Borough School District or designee and shall hereafter be referred to as the Superintendent.

APPENDIX A: SSPK SALARY SCHEDULE

2022-2023		2023-2024		2024-2025	
Intern	62,000	Intern	63,000	Intern	64,000
1	68,639	1	70,355	1	72,114
2	71,041	2	72,817	2	74,638
3	73,528	3	75,366	3	77,250
4	76,101	4	78,004	4	79,954
5	78,765	5	80,734	5	82,752
6	81,521	6	83,559	6	85,648
7	84,375	7	86,484	7	88,646
8	87,328	8	89,511	8	91,749
9	90,384	9	92,644	9	94,960
10	93,548	10	95,886	10	98,283
11	96,822	11	99,242	11	101,723
12	100,210	12	102,716	12	105,284
14	103,718	14	106,311	14	108,969

APPENDIX B

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
Request for Sick Leave Buy-Out**

Same as in KEA Certified contract

APPENDIX C

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT COURSE
APPROVAL FORM**

Same as in KEA Certified contract

APPENDIX D

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
REQUEST FOR LEAVE**

I wish to be considered for a leave of absence without pay for the following reasons.

I intend to return to my position for the school year. This must be returned to the Office of the Superintendent by February 1st.

Name _____ Date _____

APPENDIX E

FAMILY AND MEDICAL LEAVE ACT

General

The Ketchikan Gateway Borough School District is subject to the federal Family and Medical Leave Act. It is also subject to the State of Alaska's Family Leave Law. There are both similarities and differences between the two laws. The following describes the federal law. Employees who have been employed for at least one (1) year, and for at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave. For employees not eligible for family and medical leave, Ketchikan Gateway Borough School District will review business considerations and the individual circumstances involved. Except for those employees designated as "highly compensated employees," employees will be returned to the same or to an equivalent position.

Family or medical leave will consist of appropriate accrued paid leave and unpaid leave. If leave is requested for an employee's own serious health condition, the employee must use all of his or her accrued paid vacation leave, annual leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of his or her accrued paid vacation, annual, or personal leave; however, the employee may leave in reserve up to five (5) days of sick leave. The remainder of the leave period will then consist of unpaid leave.

Reasons for Leave

All employees who meet the applicable time of service requirements may be granted family or medical leave consisting of appropriate accrued paid leave and unpaid leave, for a period of twelve (12) weeks (during any 12-month period) for the following reasons:

- (1) the birth of the employee's child and in order to care for the child;
- (2) the placement of a child with the employee for adoption or foster care
- (3) to care for a spouse, child or parent who has a serious health condition; or
- (4) a serious health condition that renders the employee incapable of performing the functions of his or her job. The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of birth or placement.

Procedure for Requesting Leave

In all cases, an employee requesting leave must complete an "Application for Family and Medical Leave" and return it to the Superintendent's office. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to his or her supervisor and to the Superintendent's office as soon as the necessity for the leave arises.

Medical Certification

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a healthcare provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job.

An employee is not entitled to the accrual of any seniority or employment benefits that would have occurred if not for the taking of leave. An employee who takes family or medical leave will not lose any employment benefits that accrued before the date leave began. 43

Benefits Coverage During Leave

During a period of family or medical leave, an employee will be retained on the Ketchikan Gateway Borough School District health plan under the same conditions that applied before the leave commenced. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave.

Restoration to Employment Following Leave

An employee eligible for family and medical leave --with the exception of those employees designated as "highly compensated employees" --will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Ketchikan Gateway Borough School District cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the Ketchikan Gateway Borough School District.

Alaska's State Employees' Family Leave

Alaska's State Employees' Family Leave Law requires public employers with more than 20 employees to grant eligible employees up to 18 weeks of paid or unpaid family leave in a 24-month period to care for the employee's child, spouse or parent who has a serious health condition, or because of the employee's own serious health condition. In addition, the law requires employers to provide employees with up to 18 weeks' leave in a 12-month period because of pregnancy, childbirth or adoption.

An eligible employee is one who has been employed by the employer for at least 35 hours a week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

Under the law, employers must maintain coverage under any group health plan for employees on leave; however, the employee will be required to pay all or part of the cost of the coverage during a period of unpaid leave. Employees returning from leave are entitled to reinstatement in the same or a "substantially similar position" unless the employer's business circumstances have changed to make a restoration impossible or unreasonable.

APPENDIX F

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT GRIEVANCE
PROCEDURE -SSPK NEGOTIATED AGREEMENT**

KETCHIKAN EDUCATION ASSOCIATION FORM 1 Grievance by the Aggrieved Person(s)

Name: _____ Date of Formal Presentation: _____

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

P.R.& R. Building Representative: _____

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

Signature of aggrieved:

Date:

Original to principal Copies to:
Association Superintendent
Aggrieved Person

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT GRIEVANCE
PROCEDURE –SSPK NEGOTIATED AGREEMENT

ADMINISTRATOR'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:

Association Superintendent

Aggrieved Person(s) Persons at prior hearing

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT GRIEVANCE
PROCEDURE –SSPK NEGOTIATED 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:

Association Superintendent

Aggrieved Person(s) Persons at prior hearing

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT GRIEVANCE
PROCEDURE –SSPK NEGOTIATED 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 KGBSD 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:
Association Superintendent
Aggrieved Person(s)
Persons at prior hearing