KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION AGENDA STATEMENT

No 9 a.

MEETING OF June 28, 2023

Item Title

NEW BUSINESS	Re	iewed By
Motion to ratify the Negotiated Labor Contract between KGBSD and Ketchikan Leadership Organization (KLO)	[X] [X]	Superintendent Personnel Finance
SUBMITTED BY <u>Daniel Schuler</u> , <u>Business Manager</u>	(907)	247 2116
APPROVED FOR SUBMITTAL: Michael Robbins, Su	uperint	 endent

SUMMARY STATEMENT:

The School Board is being asked to approve the 2023- 2026 Negotiated Labor Contract between KGBSD and KLO on behalf of the Administrators bargaining group.

ISSUE:

Board Policy governs the district's purchasing and contracting procedures. BP/AR 3312 requires contracts in excess of \$25,000 to be authorized by the School Board. Representatives from the District and KLO met to discuss and agree to changes in the expiring KLO negotiated agreement. An agreement has now been reached, and the School Board is being asked to ratify the agreement.

BACKGROUND:

Negotiated agreements between KLO and KGBSD are re-negotiated every three years and are subject to approval of the bargaining group and the Board of Education.

RECOMMENDATION:

Ratification of the 2023-2026 Negotiated Labor Contract with the Ketchikan Leadership Organization, as presented.

FISCAL NOTE: Increases to FY2023-2024 wage and benefit obligations are already accounted for within the

BOE approved FY2023-2024 budget. No additional budgeted funds are needed.

ATTACHMENTS: KGBSD - KLO 2023-2026 Tentative Agreement

RECOMMENDED ACTION: "I move that the Board of Education ratify the 2023-2026 Negotiated Labor

Contract between KGBSD and KLO."

LABOR CONTRACT BETWEEN KETCHIKAN

LEADERSHIP ORGANIZATION AND

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

2023-2026



The signatures on this page indicate the parties to the agreement have thoroughly reviewed all of the following areas and sections of the negotiated contract to the best of their knowledge. It reflects the negotiations that occurred between the parties.

Cole Maxwell. KLO President	
Michael Robbins, KGBSD Superintendent	
Stenhen Bradford, KGRSD Board President	

TABLE OF CONTENTS

ARTIO	CLE I		Page
	RECOGNITION		6
	SECTION 1	EXCLUSIVE REPRESENTATION	6
	SECTION 2	CONFLICT WITH LAW	6
	SECTION 3	NEGOTIATIONS	6
	SECTION 4	SCOPE & STATUS OF THIS CONTRACT	7
	SECTION 5	PUBLICATION OF CONTRACT	7
ARTI	CLE II		
	ASSOCIATION	RIGHTS	7
	SECTION 1	ASSOCIATION LEAVE	7
	SECTION 2	DUES DEDUCTION	7
	SECTION 3	FACILITY USE	7
	SECTION 4	ASSOCIATION REPRESENTATION	7
	SECTION 5	ASSOCIATION ACCESS	7
	SECTION 6	ASSOCIATION RESPONSIBILITIES	7
ARTI	CLE III		
COM	PLAINT AND GRIE	VANCE PROCEDURE	8
	SECTION 1	GRIEVANCE DEFINITION	8
	SECTION 2	PURPOSE	8
	SECTION 3	PROCEDURES	8
	SECTION 4	DISCUSSION WITH IMMEDIATE SUPERVISOR	8
	SECTION 5	FORMAL GRIEVANCE PROCEDURE	9
	SECTION 6	TIME LIMITS	10
	SECTION 7	CONFIDENTIALITY	10
	SECTION 8	PROHIBITION OF REPRISALS	10
	SECTION 9	AGREEMENT TO SHARE INFORMATION	10
	SECTION 10	DETERMINATION OF GRIEVABILITY	10
	SECTION 11	ASSOCIATION REPRESENTATION	10

ARTICLE IV

	WORKING CONDITI	ONS	11
	SECTION 1	NOTIFICATION OF DISTRICT PROCEDURES	11
	SECTION 2	NOTIFICATION OF START DATE & ASSIGNMENT	12
	SECTION 3	ESTABLISHMENT OF SUPERVISOR	12
	SECTION 4	WORK SCHEDULE	12
	SECTION 5	EVALUATION	12
	SECTION 6	PERSONNEL FILE	13
	SECTION 7	DISCRIMINATION	13
	SECTION 8	WORK SAFETY	13
	SECTION 9	IDENTIFICATION BADGES	13
	SECTION 10	COMMUNITY PARTICIPATION	13
	SECTION 11	RENEWAL OF CERTIFICATES	13
	SECTION 12	INSTRUCTIONAL MATERIALS FUND (RESERVED)	13
ARTICL	LE V		
	LEAVE		14
	SECTION 1	SICK LEAVE	14
	SECTION 2	SICK LEAVE DONATION	14
	SECTION 3	ANNUAL LEAVE	15
	SECTION 3 SECTION 4	ANNUAL LEAVE PERSONAL LEAVE	15 15
	SECTION 4	PERSONAL LEAVE	15
	SECTION 4 SECTION 5	PERSONAL LEAVE BEREAVEMENT LEAVE	15 15
	SECTION 4 SECTION 5 SECTION 6	PERSONAL LEAVE BEREAVEMENT LEAVE EMERGENCY LEAVE	15 15 14
	SECTION 4 SECTION 5 SECTION 6 SECTION 7	PERSONAL LEAVE BEREAVEMENT LEAVE EMERGENCY LEAVE LEGAL LEAVE	15 15 14 14

	SECTION 11	PUBLIC OFFICE LEAVE	15
	SECTION 12	SABBATICAL LEAVE (RESERVED)	15
	SECTION 13	CHILD REARING LEAVE	15
	SECTION 14	FAMILY AND MEDICAL LEAVE	15
ARTICL	E VI		
	ECONOMIC BENEFIT	TS & WAGES	15
	SECTION 1	WAGES	16
	SECTION 2	HEALTH INSURANCE	16
	SECTION 3	LIFE INSURANCE	16
	SECTION 4	PHYSICAL EXAM	16
	SECTIONS	EXTRA DUTY	16
	SECTION 6	HOLIDAYS	16
	SECTION 7	WORKER'S COMPENSATION	16
ARTICL	E VII		
	EDUCATION		17
	SECTION 1	PROFESSIONAL DEVELOPMENT	17
	SECTION 2	RECERTIFICATION TUITION REIMBURSEMENT	17
ARTICL	E VIII		
	RIGHTS TO EMPLOY	MENT	18
	SECTION 1	DISCIPLINE	18
	SECTION 2	SENIORITY (RESERVED)	19
	SECTION 3	VACANCIES & TRANSFERS	18
	SECTION 4	LAYOFF	18
	SECTION 5	EVALUATION	18

ARTICLE IX

	DURATION		18
APPEN]	DICES		
	APPENDIX A	DEFINITIONS	19
	APPENDIX B	PAY SCHEDULE	21
	SCHEDULE B	CAR ALLOWANCE	23
	APPENDIX C	PERSONAL LEAVE CASH OUT	23
	GRIEVANCE FO	ORM I	24
	GRIEVANCE FO	ORM II	25
	GRIEVANCE FO	ORM III	26
	GRIEVANCE FO	ORM IV	27



LABOR CONTRACT 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 "District" and the Ketchikan Leadership Organization, hereinafter called the "KLO" and/or the "Organization":

ARTICLE I - RECOGNITION

Section 1 - Exclusive Representation

The District recognizes the KLO as the sole negotiating agency for the Maintenance Director, Maintenance Foreman and all certificated administrators excluding the Superintendent, Assistant Superintendent, Director of Human Resources, and Business Manager.

Section 2 - 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 3 - 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:
 - I. 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.
 - II. 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.
 - III. The first meeting shall be held within thirty (30) days after receipt of the request.
 - IV. When a package tentative agreement is reached, it shall be first presented to the Organization for ratification and then to the District. Upon ratification by the District the terms and conditions of the contract shall be implemented.

Section 4 - 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 5 - Publication of Contract

The District 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

The District will grant KLO ten (10) days of non-cumulative association leave for KLO membership to conduct KLO business.

Section 2 - Dues Deductions

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

Section 3- Facility Use

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

Section 4 - Association Representation

KLO is the representative of all administrative positions for the 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 5 - Association Access

Complete Board Packets will be made available to all administrators.

Section 6 - 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 District 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 violation of a specific section of this agreement.
- B. A grievant is defined as the KLO member, members, or Organization filing a complaint or 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. Level 1 Immediate Supervisor's Hearing
 - I. 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.
 - II. 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.
 - III. The immediate supervisor shall formally respond to the grievance within ten (10) days of receipt of the written grievance.

B. Level 2 - 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. Level 3 - 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 District will respond in writing to the grievant and the Organization within ten (10) days of the hearing.

D. Level 4 Alternative - 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. Level 5 - Arbitration

- I. 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.
- II. 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.
- III. 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 District

Section 6 - Time Limits

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

Section 7 - 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 8 - Prohibition of Reprisals

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

Section 9 - 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 10 - 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 11 - 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 - Notification of District Procedures

The District will provide all KLO members a current copy of all District policies, District procedures, negotiated agreements, and administrative manuals.

Section 2 - Notification of Start Date & Assignment

A letter will be sent to all administrators with the approved School Year Calendar, job assignment, 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 3 - Establishment of Supervisor

The Supervisor for administrative staff covered by this agreement shall be the Superintendent or his/her designee. Lead Principals will be the supervisors to all assistant principals in their buildings.

Section 4 - Work Schedule

- A. By May 1st, the superintendent, in consultation with the KLO Executive Board, shall determine the potential first and last administrator in-person professional development dates. Any modifications shall be submitted to the superintendent in writing and must have written consent from the superintendent.
- B. The administrators' 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 B).
- C. If the District requires administrative employees to perform duties outside the established calendar, the administrators will be compensated at their daily rates of pay.

Section 5 - 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. Lead Principals will be the evaluators to all assistant principals in their buildings.
- C. 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.
- D. 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.
- E. 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 6 - 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 a 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 7 - Discrimination

The District 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 8 - 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 9 - Identification Badges

Administrative employees will be issued identification badges by the District.

Section 10 - Community Participation

The District encourages all administrators to participate in community organizations.

Section 11- Renewal of Certificates

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

Section 12 - Instructional Materials Fund

This section is Reserved

ARTICLE V - LEAVE

Section 1 - Sick Leave

- A. Sick leave benefits will accrue at 1 1/3 (one and one-third) days per month or greater part of a month. KLO members will receive all sick leave on the 1st day of the work year. Any member only working a partial contract year will have the earned sick leave pro-rated with the unearned leave repaid to the district.
- B. 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.
- C. All administrators beginning employment in this school system shall be entitled to transfer into the system all accumulated sick leave 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.

- D. Administrators 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:
 - I. The District shall, upon receiving notice of the Administrator's intent to exit the 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).
 - II. 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.
 - III. Section lD 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

KLO members may choose to donate sick leave hours to other KLO members. Donated leave can only be used after the member has exhausted all other available leave.

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 416l(b) for certified employees or Board Policy and Administrative Regulation 4262 for classified employees.

Section 4 - Personal Leave

- A. Each KLO member who is classified at fewer than 260 days will receive 10 (ten) days of non-cumulative personal leave annually.
- B. Unused Personal Leave will be cashed in on the last paycheck of the year, up to a maximum of 10 (ten) days at the agreed-upon rate in Appendix C.

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 of 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

See Article VII, Section 1

Section 11 - Public Offices Leave

- A. Leave Without Pay will be granted by the District 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

Established leave will follow protocols and procedures set forth by Article 4 of Alaska Statues (AS 14.20.280 -AS 14.20.350).

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 Foreman. 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 \$150 per month provided they use their cell phone as a primary contact with the District.
- C. Administrators transferred by the Superintendent between July 1 and the last day of February shall not suffer a reduction in per diem rate for the remainder of their current contracts. If transfers occur after March 1, then the administrators will not suffer a reduction in per diem rates for the next yearly contract.

D. Administrators with five (5) or more years of continuous administrative experience with the DISTRICT, who commit between July 1 and January 15 of any year to resign or 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 their final six paychecks. These payments 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:
 - I. Offsetting increasing insurance costs
 - II. Reducing the employees' monthly payroll deductions for insurance
 - III. 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 Exam

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 V2 (half) or full-day basis on the next monthly paycheck. These personal leave increments shall accrue in accordance with Article V, Section 4 (B) of this agreement.

Section 6 - Holidays

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

Section 7 - Worker's Compensation

In regards to worker's compensation the District will conform to the requirements of the Alaska Worker's Compensation Act.

ARTICLE VII - EDUCATION

Section 1 - Professional Development

- A. The District will establish a professional development fund of \$10,000 each year with a carryover not to exceed \$15,000. KLO members desiring access to the professional development funds must submit written requests to the KLO president.
- B. Approval for expenditure of professional development funds shall be by agreement of the KLO and 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.

ARTICLE VIII - RIGHTS TO EMPLOYMENT

Section 1 - Discipline

No administrator will be formally disciplined without just cause. Discipline is defined as written reprimands and suspensions without pay. Discipline for 'just cause' is that which is not for any arbitrary, capricious, or illegal reason and which is one based in facts (1) supported by substantial evidence and (2) reasonably believed by the employer to be true.

Section 2 - Seniority

"Seniority" is defined as uninterrupted years, months, and days of service as an administrator in the Ketchikan Gateway Borough School District. Approved leave, with or without pay, shall not be considered as interruption in years of service

Section 3 - Vacancies & Transfers

A. Voluntary

- I. KLO members desiring transfers may submit written notice to the Superintendent before a vacancy occurs.
- II. Written notice of any vacancy of a position covered by this agreement shall be emailed by Human Resources to all KLO members at least 4 (four) hours prior to the posting of the position.
- III. A KLO member who applies and qualifies for a transfer to a specific opening is guaranteed an interview for the vacant position.

B. Involuntary

Where transfers are made by the Superintendent, a conference will be scheduled with the administrator(s) concerned and the Superintendent no less than 5 (five) days prior to the transfers unless mutually agreed by employee and district. At this conference, written notice shall state the reason(s) for the transfers.

C. Acting Assignment

Any member who is temporarily assigned to a position covered by this Agreement will be returned to the same position held prior to the temporary acting assignment.

Section 4 - 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 5 - Evaluation

Administrators will be entitled to an annual evaluation, by April 15. Without annual evaluation, the assumption will be that the employee is meeting expectations.

ARTICLE IX DURATION

This agreement shall become effective July 1, 2023 and shall remain in full force and effect through June 30, 2026. 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 A

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: Maintenance Director, Maintenance Foreman, and all Type B certificated administrators excluding the Superintendent, Deputy Superintendent, Director of Human Resources, and Business Manager.
- 8. A "transfer" is a movement from an administrator's current position to another administrative position covered by this agreement.
- 9. "Seniority" is defined as uninterrupted years, months, and days of service as an administrator in the Ketchikan Gateway Borough School District. Approved leave, with or without pay, shall not be considered as interruption in years of service.
- 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.
- 12. "Administrator" is any district employee who holds a position covered by this agreement.

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT KLO APPENDIX B - PAY SCHEDULE

2023-2024							
Position	Contract Days	1	2	4	6	8	10
EL Principal	200	\$109,788	\$112,701	\$115,614	\$118,527	\$120,608	\$124,249
MS Principal	205	\$111,937	\$114,850	\$117,763	\$120,676	\$122,757	\$126,399
EL/MS AP	200	\$106,461	\$109,449	\$112,437	\$115,424	\$118,412	\$122,147
KHS Principal	205	\$114,850	\$117,763	\$120,676	\$123,589	\$125,670	\$129,312
KHS AP	205	\$108,862	\$111,775	\$114,688	\$117,601	\$119,682	\$123,324
Revilla Principal	205	\$111,937	\$114,850	\$117,763	\$120,676	\$122,757	\$126,399
Directors (SPED, Curriculum, Student Supports)	215	\$116,136	\$119,514	\$122,427	\$125,340	\$127,421	\$131,062
Maintenance Director	260	\$99,144	\$101,742	\$104,344	\$106,944	\$109,025	\$112,667
Maintenance Foreman	260	\$72,053	\$76,215	\$78,296	\$80,376	\$82,457	\$86,099

2024-2025							
Position	Contract Days	1	2	4	6	8	10
EL Principal	200	\$114,070	\$117,056	\$120,042	\$123,028	\$125,160	\$128,893
MS Principal	205	\$116,273	\$119,259	\$122,245	\$125,231	\$127,364	\$131,096
EL/MS AP	200	\$110,148	\$113,210	\$116,273	\$119,335	\$122,398	\$126,226
KHS Principal	205	\$119,259	\$122,245	\$125,231	\$128,217	\$130,349	\$134,082
KHS AP	205	\$112,609	\$115,595	\$118,580	\$121,566	\$123,699	\$127,432
Revilla Principal	205	\$116,273	\$119,259	\$122,245	\$125,231	\$127,364	\$131,0965
Directors (SPED, Curriculum, Student Supports)	215	\$120,064	\$123,527	\$126,513	\$129,499	\$131,631	\$135,363
Maintenance Director	260	\$102,648	\$105,311	\$107,978	\$110,643	\$112,776	\$116,509
Maintenance Foreman	260	\$74,880	\$79,145	\$81,278	\$83,411	\$85,544	\$89,276

2025-2026							
Position	Contract Days	1	2	4	6	8	10
EL Principal	200	\$118,459	\$121,520	\$124,580	\$127,641	\$129,827	\$133,653
MS Principal	205	\$120,717	\$123,778	\$126,838	\$129,899	\$132,085	\$135,911
EL/MS AP	200	\$113,926	\$117,065	\$120,204	\$123,343	\$126,482	\$130,407
KHS Principal	205	\$123,778	\$126,838	\$129,899	\$132,960	\$135,146	\$138,972
KHS AP	205	\$116,449	\$119,509	\$122,570	\$125,631	\$127,817	\$131,643
Revilla Principal	205	\$120,717	\$123,778	\$126,838	\$129,899	\$132,085	\$135,911
Directors (SPED, Curriculum, Student Supports)	215	\$124,091	\$127,640	\$130,701	\$133,761	\$135,947	\$139,772
Maintenance Director	260	\$106,239	\$108,969	\$111,702	\$114,434	\$116,620	\$120,446
Maintenance Foreman	260	\$77,777	\$82,149	\$84,335	\$86,521	\$88,707	\$92,533

KETCHIKAN LEADERSHIP ORGANIZATION

Schedule B - Car Allowance

All in-town administrators	\$350.00/yr.
Fawn Mountain	\$400.00/yr
Point Higgins	\$450.00/yr
Central Office Administrator (12 month)	\$100.00/mo.
Maintenance Administrator (with District vehicle provided)	none

APPENDIX C - Personal Leave Cash Out

Personal Leave cash out: \$575 per day.

KETCHIKAN LEADERSHIP ORGANIZATION MEMORANDUM OF AGREEMENT

FORM I: Grievance by the Aggrieved Person(s)

Name:	Date of Formal Presentation:
Home Phone:	
School:	Yrs. in School System:
KLO Representative:	
Statement of Grievance: (Use additional pages, if necessary)	
Signature of aggrieved:	Date:

Original to Building Principal

Copies to: KLO, Superintendent, Aggrieved Person

KETCHIKAN LEADERSHIP ORGANIZATION MEMORANDUM OF AGREEMENT

FORM II: Supervisor's Report 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: \Box I accept the above decision. \Box I hereby refer the above decision to the Superintendent. Reason for appeal:

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

Signature of Aggrieved:

Date: _____

KETCHIKAN LEADERSHIP ORGANIZATION MEMORANDUM OF AGREEMENT

FORM III: Superintendent's Report

Name of Aggrieved Person(s):	
Date of Formal Presentation:	
Names of persons officially present a	at prior hearing:
DECISION OF SUPERINTENDEN	T: (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 Board of Education.
Reason for appeal:	
Signature of Aggrieved:	Date:

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

KETCHIKAN LEADERSHIP ORGANIZATION MEMORANDUM OF AGREEMENT

FORM IV: KGBSD School Board

Name of Aggrieved Person(s):		
Date of Formal Presentation:		
Names of persons officially present at	prior hearing:	
DECISION OF KGB SCHOOL BOA	RD: (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