

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA STATEMENT

No 12 a

MEETING OF February 23, 2022

Reviewed By

Item Title

NEW BUSINESS

Motion to ratify the Negotiated Labor Contract between
KGBSD and Technology Staff Labor Organization (TSLO)

Superintendent
 Personnel
 Finance

SUBMITTED BY Katie Jo Parrott, Business Manager

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Katie Parrott, 907-247-2116
Name Phone

SUMMARY STATEMENT:

The School Board is being asked to approve the 2021-2024 Negotiated Labor Contract between KGBSD and TSLO on behalf of the bargaining group.

ISSUE:

Representatives from the District and TSLO began meeting in the fall of 2021 to negotiate a successor agreement, which was delayed due to the pandemic and leadership changes. A tentative agreement was reached on February 18. This agreement is a 3-year contract with a restructuring of the pay scale in year one and a 2% increase in year two and three, with the addition of a vehicle allowance, and annual leave buyout for employees with leave accumulation in excess of 140 days. The School Board is now being asked to ratify the successor agreement.

BACKGROUND: Negotiated agreements between TSLO and KGBSD are re-negotiated every two to three years, and are subject to approval of the bargaining group and the Board of Education.

RECOMMENDATION:

Ratification of the 2021-2024 Negotiated Labor Contract Technology Staff Labor Organization, as presented.

FISCAL NOTE: Increase to FY22 wage and benefit obligations are already accounted for within the current approved FY22 budget. No additional budgeted funds are needed in the current year.

ATTACHMENTS: KGBSD - KLO 2021-2024 Tentative Agreement

RECOMMENDED ACTION:

"I move that the Board of Education ratify the 2021-2024 Negotiated Labor Contract between KGBSD and TSLO."

NEGOTIATED LABOR AGREEMENT

between

KETCHIKAN GATEWAY BOROUGH SCHOOL
DISTRICT TECHNOLOGY STAFF LABOR ORGANIZATION

and the

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

[TENTATIVE AGREEMENT](#)

[20182021-20212024](#)

~~2018-2021~~2021-2024 ~~TECHNOLOGY STAFF~~ NEGOTIATED AGREEMENT ~~BY AND~~
BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT, AND DISTRICT
TECHNOLOGY STAFF LABOR ORGANIZATION

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	3
ARTICLE II	WORK INTERRUPTION	3
ARTICLE III	CONFLICT WITH LAW	4
ARTICLE IV	GRIEVANCE PROCEDURE	4
ARTICLE V	LEAVE	7
ARTICLE VI	HOLIDAYS	9
ARTICLE VII	PUBLIC EMPLOYEES RETIREMENT	9
ARTICLE VIII	WORKING CONDITIONS	10
ARTICLE IX	EDUCATION	12
ARTICLE X	ECONOMIC BENEFITS AND WAGES	13
ARTICLE XI	LAYOFF	15
ARTICLE XII	ORGANIZATION LEAVE	15
ARTICLE XIII	DURATION	15
APPENDIX A	SALARY SCHEDULE	16
APPENDIX B	DEFINITIONS	17
APPENDIX C	PREAPPROVED COURSES	18

**2021-2024 TECHNOLOGY STAFF NEGOTIATED AGREEMENT BY AND BETWEEN
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT,
AND DISTRICT TECHNOLOGY STAFF LABOR ORGANIZATION**

This Agreement ~~is~~ made ~~this 20 day of June, 2018~~ by and between the Ketchikan Gateway Borough School District, hereinafter called the "~~Board~~" District, ^[KP1] the Ketchikan Gateway Borough School District Technology Staff Labor Organization, hereinafter called the "Organization" ~~and technology staff~~:

ARTICLE I – RECOGNITION

Section 1 In regards to matters relating to terms and conditions of this agreement, the Ketchikan Gateway Borough School District Board of Education recognizes the Ketchikan Gateway Borough School District Technology Staff Labor Organization as the exclusive representative of the ~~Computer Services~~ Technology Staff of the Ketchikan Gateway Borough School District, including but not limited to, Network Administrators, Servers Administrators, System Administrators, Repair Shop Technicians, Field Technicians, Technology Specialists, Software Specialists, Support Specialists and any employees hired in the district whose duties and responsibilities it is to diagnose, design, engineer, program, setup, build, repair, maintain and ensure the operations and functionality of the district computers, software and network systems. ^[KP2]

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

~~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.~~ ^[KP3]

ARTICLE II - WORK INTERRUPTION

Section 1 It being understood that the services performed by the ~~Technology Staff employees~~ covered by this Agreement, are essential to the operation of the ~~Ketchikan Gateway Borough School~~ District and to the welfare of the public, dependent thereon, the Organization, the ~~Ketchikan Gateway Borough School~~ District and ~~Technology Staff~~ Employees agree that there shall be no strike or other concerted cessation of work by ~~the Technology Staff employees covered by this Agreement~~. The Board agrees, on its part, that there shall be no lockout of ~~employees or the Organization or technology staff~~. ~~Technology Staff and The Organization and Ketchikan Gateway Borough School~~ District supports that ~~no portion of the negotiating process shall be~~

~~reserved as cause for loss of employment, that no employee will be dismissed from his/her position for participation in the negotiation process.~~^[KP4]

ARTICLE III - CONFLICT WITH LAW

~~Should any Article, Section or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance, or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such Article, Section or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any Article, Section, or provisions hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations, during which time the Organization and the Ketchikan Gateway Borough School District recognize that it is not just cause, or notification for any Technology Staff lay off, or reduction in Technology Staff's current rate of pay. If any provision of this contract or any application thereof to any employee or the Organization 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 thirty (30) days after such holding for the purpose of re-negotiating the provisions affected, during which time the District recognizes it is not cause for layoff, reduction in staff, or reduction in current rate of pay for any employee.~~^[KP5]

ARTICLE IV - GRIEVANCE PROCEDURE^[KP6]

Section 1 An alleged violation, misinterpretation, or misapplication of a specific provision of this agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that ~~the~~^{an employee covered by this Agreement}~~Technology Staff~~ or, ~~the~~ Organization, believes there is a basis for a grievance, the ~~Technology Staff,~~^{employee} alleging the grievance, shall first discuss the alleged grievance with ~~the building~~^{his/her} immediate supervisor within twenty-five (25) working days after the circumstances giving rise to such grievances occurred. Failure to meet ~~the above~~^{this} time line shall cause the alleged grievance to be ~~deemed~~-waived and shall not be entitled to further ~~consideration.~~^{process.}

Step 1--Immediate Supervisor

If as a result of the informal discussion with the ~~building~~-immediate supervisor ~~the alleged a~~ grievance still exists, the ~~Technology Staff~~ ~~employee/Organization~~ may within ten (10) working days of the ~~informal~~-discussion invoke the ~~formal-written~~ grievance procedure to the ~~Organization-District~~ by submitting a written grievance ~~to the supervisor which clearly sets out the factual allegations, the~~ ~~indicating the~~ specific Article(s) and Section(s) ~~allegedly~~ violated and ~~the specific~~ remedy sought, dated and signed by the ~~Technology Staff~~^{Employee} and an Organization representative. Within ten (10) working days of the receipt of the grievance form, the principal/immediate supervisor shall meet with the ~~Technology Staff~~^{Employee} /Organization

representative to hear the alleged grievance. The principal/immediate supervisor shall ~~indicate~~ issue his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy to the grievant and/or the Organization. If the grievance is against the immediate supervisor, the employee/Organization will file the written grievance at Step 2.

Step 2--Superintendent/Designee

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

Step 3--School Board

If the Organization and the ~~aggrieved party-grievant~~ so elect, within ten (10) days after receipt of the Superintendent's findings, the Organization may request in writing that the School Board hear the case. The School Board or a sub-committee thereof shall meet with the grievant and/or the 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 if allowed by law. The Board will respond in writing to ~~the grievant and~~ the Organization within ten (10) days of the hearing.

Step 4--Arbitration

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

- (a) The arbitration shall be conducted under the rules and jurisdiction of the American Arbitration Association.
- (b) Jurisdiction of the arbitrator shall only be in regard to the particular dispute before him/her, and s/he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this agreement or to write any new clause, change an existing clause or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this agreement.
- (c) The Award of the arbitrator shall be final and binding ~~and shall determine the subject of the arbitration for the duration of this agreement.~~
- (d) The arbitrator's decision shall be issued no later than ~~twenty-thirty~~ (2030) working days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him and be final and binding on both parties.

- (e) The expense and fees of the arbitrator shall be split equally by the District and the Organization.

Section 3 A new ~~Technology Staff~~Employee during their ninety (90) working days probationary period may be discharged or laid off at any time with or without cause and such discharge shall not be subject to the grievance procedure.

Section 4 The time limits provided in this Article shall be strictly observed but may be extended by mutual written consent of the parties. If the grievant or Organization fails to meet the specific time limits as stated in this Article, said grievance shall be deemed withdrawn. If the District or its representative fails to meet specific time limits stated in this Article, the grievant may advance the grievance to the next appropriate step within the timelines specified. All written grievances shall be presented and discussed during non-working hours; however, if the employer or arbitrator schedules a meeting or hearing at Step 4 during the working hours of an ~~Technology Staff~~Employee where testimony is necessary to the presentation of the District or the Organization, the ~~Technology Staff~~Employee and if the ~~Technology Staff~~Employee so chooses, an Organization representative from the District shall suffer no loss in pay or benefits.

Section 5 All meetings and hearings under this procedure shall be closed to the public and shall include only the necessary parties, representatives and witnesses as provided by law.

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

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

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

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

ARTICLE V – LEAVE

Section 1 – Annual Leave

Annual leave will accrued by the following schedule:

Year Service	Hours Earned Per Month	Days Earned Per Year
--------------	------------------------	----------------------

0-2	16.25 17.50	2628
3-4	17.50 19.38	2830
5-7	19.38 21.25	3134
8-10	23.13 24.38	3739
11-12	25 26.25	4042
13	25.63 26.87	4143

Annual Leave days not used by July 1 will be carried forward to the next year to a maximum of one hundred forty (140) days. An employee may use up to five (5) days of Annual Leave by ~~providing a statement of the intent submitting a leave request to use stated days~~ to the ~~Technology supervisor~~District. More than five (5) consecutive days must have the approval of the ~~Technology supervisor~~District. Leave cannot be disapproved for emergencies, sickness or medical reasons. Upon ending ~~termination of~~ employment 50 accrued annual leave days will be cashed out at the ~~Technology Staff~~Employee's hourly rate and to the employee in his/her final check. ~~Technology Staff~~Employees hired before July 1, 2015 may cash out up to 160 accrued days. Accrued leave in excess of one hundred forty (140) days shall be cashed out at the Employee's regular current hourly rate on the last paycheck at the end of each year. At no point can an ~~Technology Staff~~Employee's rate of leave accrual over the course of employment be reduced.

Section 2 – Personal Leave

Three (3) days of personal leave will be granted to each ~~Technology Staff~~Employee on July 1 of each year and accumulate to a maximum of three (3) days.

Section 3- Bereavement Leave

A maximum of five (5) days of bereavement leave plus up to two (2) days of travel time for a death outside of Ketchikan is available to each ~~Technology Staff~~Employee. Only death in the immediate family, (Appendix BC), shall entitle the ~~Technology Staff~~Employee to bereavement leave, not deductible from annual leave.

Section 4- Emergency Leave

Two (2) paid days of emergency leave may be granted by the Superintendent for travel delays outside the Ketchikan area beyond the ~~Technology Staff~~Employee's control. Up to three (3) paid days emergency medical leave may be granted by the Superintendent in the event no other leave is available. Written verification, by a physician, of the emergency must be submitted.

Section 5 - Legal Leave

- (a) ~~Technology Staff~~Employees who ~~are~~is called to serve on jury duty shall be granted leave without loss of pay or other benefits.

- (b) If required jury duty occurs during the ~~Technology Staff~~Employee's scheduled work period, the ~~Technology Staff~~Employee shall return to the District the pay received for such jury duty. If the required jury duty occurs outside the ~~Technology Staff~~Employee's regularly scheduled hours, the ~~Technology Staff~~Employee may keep the pay received for such jury duty.
- (c) ~~Technology Staff~~Employees excused from jury duty shall return to work within one (1) hour.
- (d) ~~Technology Staff~~Employees who are subpoenaed to appear as a witness in court, in a matter to which they are not a party, during their regularly scheduled work time, shall not suffer loss of pay or other benefits.

Section 6- Leave Without Pay

The Ketchikan Gateway Borough School District Board Education may, upon a ~~Technology Staff~~Employee's request, grant a leave of absence up to one (1) year subject to the terms and conditions set forth in Board Policy providing at least sixty (60) day notice of the request and a stated time of return.

Section 7- Military Leave

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

Section 8 - Medical Leave

Employees who experience a serious medical condition or have to care for an immediate family member who is experiencing a serious medical condition may apply for FMLA and/or AFLA leave (Appendix D).^[KP7]

ARTICLE VI - HOLIDAYS^[KP8]

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

Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas Day
Christmas Day
Day after Christmas
Day before New Years Day
New Years Day
Memorial Day
Day before ~~July 4th~~ Fourth of July
~~July 4th~~ Fourth of July

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

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

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

ARTICLE VII - PUBLIC EMPLOYEES RETIREMENT^[KP9]

Section 1 All Employees covered by this agreement will be enrolled in PERS (Public Employees Retirement System) will be made available to all Technology Staff covered by this agreement.^[KP10]

ARTICLE VIII - WORKING CONDITIONS

Section 1 The District may prescribe working rules not inconsistent with the terms of ~~the~~ this Agreement ~~agreement~~ in addition to those in this agreement, pertaining to safety, reasonable work-load, discipline and conduct. ~~The District and the Organization agree not to hold Technology Staff legally, financially or morally liable for any event that may occur while under the direction of the Ketchikan Gateway Borough School District. Furthermore the District and the Organization agree to provide legal representation for the Technology Staff in the event that action or representation against the Technology Staff is taken in an employment related action.~~^[KP11] The District shall comply with the legal obligation of AS 14.12.115 to indemnify employees covered by this Agreement.

Section 2 It being understood that the services performed by the ~~Technology Staff~~ Employee covered by this Agreement are essential to the operation of the ~~Ketchikan Gateway Borough School~~

District and to the welfare of the public, dependent thereon, the ~~Ketchikan Gateway Borough School District~~ agrees to provide professional and certified training of ~~Technology Staff~~Employee in matters pertaining to the duties of the ~~Technology Staff~~Employee, requested by the District, in a timely fashion, to maintain effective, safe and reasonable competence of his/her changing technical profession. If schooling is taken out-of-town at the District's ~~insistence~~direction, ~~room lodging, ground transportation, and board will be reimbursed food and incidentals at established per diem rates will be paid for or reimbursed by the District~~ upon presentation of proper receipts, ~~and transportation will be paid by the District as provided for in Board policy~~. There will be no loss in wages while in training.

Section 3 ~~Technology Staff will report to the Director of Technology, Technology Supervisor, Superintendent and or his/her designee. Technology staff evaluations will be conducted by one supervisor who will be identified by August 1 of each year. The Ketchikan Gateway Borough School District recognizes the Technology Supervisor sets the overall objectives and resources available for The Technology Staff in accordance with the Ketchikan Gateway Borough School Districts policies and direction. The Technology Supervisor in consultation with Technology Staff will develop deadlines, project, and work to be done. The Technology Staff in consultation with Technology Supervisor plans and carries out the assignments; resolves conflicts, coordinates work with others according to policy on his/her own initiative. The Technology Staff keeps the Technology Supervisor informed of progress, potentially controversial matters and far-reaching implications.~~

Employee will report to the Superintendent designee. Employee evaluations will be conducted by the designee who will be identified by August 1 of each year. The District sets the overall objectives and resources available for Employee in accordance with the Districts policies and direction. The District in consultation with employee will develop deadlines, projects, and work to be done. The employee in consultation with the District plans and carries out the assignments; resolves conflicts, coordinates work with others according to policy on his/her own initiative. The employee keeps the District informed of progress, potentially controversial matters and far-reaching implications.

Section 4 The normal workday for ~~Technology Staff~~Employees under this agreement shall be scheduled Monday through Friday during normal business hours no less than seven and one half (7 1/2) hours exclusive of meals. The normal workday or workweek may be modified by posted initial job description, or by mutual consent of the employee and supervisor. Work assigned beyond the normal workday shall be paid at the ~~Technology Staff~~employee's regular hourly rate up to 40 hours in a week. Assigned work beyond 40 hours in a week and/or outside the normal workday shall be paid at one and one half (1 1/2) times the ~~Technology Staff~~employee's regular hourly rate for non-exempt employees; this may include nights, weekends, and emergencies. ~~Overtime for travel and training outside of Ketchikan will be agreed upon before the travel or training is scheduled.~~

Section 5 The District recognizes the technical nature of the ~~Technology Staff~~employees' positions and agrees to provide the tools and working environment necessary to reasonably complete requested task.

Section 6 No ~~Technology Staff~~Employee will be formally disciplined (including written reprimands and suspension without pay) without just cause. Issues involving just cause shall be resolved solely through the grievance procedure ~~up to but not including arbitration.~~

Each ~~Technology Staff~~Employee will receive at least one written evaluation by March 1st of each school year by the Superintendent designee providing direct supervision to the employee. ~~superintendent, or designee. Lack of receiving a written evaluation constitutes a unanimous positive review; the~~ The judgment of the evaluator is not subject to the grievance procedure. When a ~~Technology Staff~~Employee is evaluated, he/she will review the evaluation form. The ~~Technology Staff~~Employee may, in writing, comment upon any part of the evaluation. Such comments shall be attached to the evaluation form. The fact that a ~~Technology Staff~~Employee reviews and/or comments upon his/her official evaluation shall not mean that he/she agrees with such evaluation. Unless mutually agreed otherwise between the individual ~~Technology Staff~~Employee and the District, no formal evaluation document or any notes, comments, or other information used in its preparation will be made public.

Section 7 Upon request, an ~~Technology Staff~~Employee will be told of the location of his/her official District personnel file.

Material in a ~~Technology Staff~~Employee's personnel file may be removed from her/his file by mutual agreement of the District and the ~~Technology Staff~~Employee. Items contained in the personnel file will be maintained by the district and the ~~Technology Staff~~Employee will be notified in writing at any time a negative item is permanently added or removed from that file. At the end of ~~Technology Staff~~Employee's employment a copy of the entire contents personnel file shall be provided upon request to the former ~~Technology Staff~~Employee.

A ~~Technology Staff~~Employee has the right to examine any and all materials in his/her personnel file, and upon written request, obtain copies of any material in his/her file. A ~~Technology Staff~~Employee may comment in writing upon any material placed in his/her personnel file and have such comments attached to the material, which is referenced. A ~~Technology Staff~~Employee may include in his/her personnel file letters of recommendation from current or past supervisors, which may then be used when applying for a transfer or another position within the District.

Section 8 The parties mutually agree that neither the District nor the Organization will discriminate in employment related matters against any person or persons on the grounds of race, religion, color or national origin, or because of the person's age, physical or mental disability, sex, sexual orientation, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinctions on ~~the such~~ basis. ~~of age, physical or mental disability, sex, sexual orientation, marital status, changes in marital status, pregnancy, or parenthood.~~ Furthermore, the Parties also agree to not discriminate against a ~~Technology Staff~~Employee in employment related matters on the basis of his/her involvement or lack of involvement in the Organization. ~~and the Parties agree to not use any items to compel or attempt to compel by means of a threat, intimidation, or other coercion to voluntarily concede to waiving of legal and legal bargaining rights.~~

Section 9

Each employee shall have the opportunity to review District designated leadership annually. The District will make review forms available to members of the Organization prior to the completion of the evaluation process. Each member of the Organization will have the opportunity to individually submit a review directly and confidentially to the District. The judgment of the evaluator is not subject to the grievance procedure and the evaluator will remain anonymous. No formal evaluation document or any notes, comments, or other information used in its preparation will be made public.

Section 10

The Organization shall be a part of the hiring committee for any technology-related position within the District covered by this Agreement. The Organization will select the member(s) to participate on the hiring committee.

ARTICLE IX - EDUCATION^[KP12]

Section 1 The School District will provide an educational assistance program for permanent, full-time ~~Technology Staff~~Employees to improve their position. The guidelines are:

- (a) The ~~Technology Staff~~Employee will have completed one full year of employment with the District prior to becoming eligible for such training.
- (b) The ~~Technology Staff~~Employee will be refunded tuition expenses in connection with the courses of study, which relates to the ~~Technology Staff Employee's~~ present ~~or anticipated~~ position.
- (c) The courses must be approved in advance jointly by the Superintendent and the Organization, included and available in, but not limited to Appendix C.
- (d) Tuition reimbursement shall be made within two pay periods after successful completion of the course and upon receipt of official transcripts showing the successful course completed.

Section 2 Any ~~Technology Staff~~Employee may, upon application to and approval by the Superintendent of approved courses; be excused for educational purposes without loss of pay. Educational leave is granted for the purpose which will promote and benefit the School District. The District acknowledges that article IX is an educational incentive and is not grounds to limit or decrease regular salary progression for Technology Staff. The District recognizes and acknowledges that article IX is not grounds to dismiss the obligations of training agreed within article VIII section two (2). The District recognizes that article IX of the negotiated agreement is, obligatory and; budgeted ~~as a part of the total cost of an employee and not the financial burden of the technology department~~ for annually as a districtwide education assistance expenditure. The District may require any member of the technology staff who after application and approval

receives district paid tuition and quits during twelve (12) months following training to reimburse the district 1/12 of the tuition cost for each month remaining in the twelve month period.

ARTICLE X - ECONOMIC BENEFITS AND WAGES

Section 1

- (a) An hourly wage will be paid to each Technology Staff on the last working day of each month. All payments are due on the last workday of the month. The Technology Staff shall be paid in twelve (12) equal payments based on a 260 day, 1,950 hour work year ~~or 240 day 1800 hour work year, according to salary placement.~~
- (b) Salary placement will be on the attached salary schedule according to their duties with relevancy to their job classification, recency of experience and education. Initial placement of new hires and/or transfers will be on Step 1 for the probationary period. With successful completion of the 90-day probationary period, new hires and/or transfers will be moved to within the first six (6) cells of the appropriate scale with consideration for relevant education and experience commensurate with job duties. (Appendix A)
- (c) Each ~~Technology Staff~~employee who works at least one hundred forty (140) days during a year will receive an increment at the current negotiated salary percentage regardless of scale cap for each year of employment.
- (d) Each ~~Technology Staff~~employee who completes a professional technical certification (as referenced ~~s~~ in Appendix C) or degree related to his/her position or intended position within the District will receive an incremental pay increase ~~at the current negotiated salary percentage to a limit of the schedule cap of one step.~~ Each employee shall only be entitled to one additional step (in addition to his/her regular yearly step) with a recognized certification, or degree per years of employment, excluding the first year, if presented by March 1st of the year.

Each Technology Staff member shall receive notification of the determination for a certificate or degree-related salary movement within thirty (30) days of submitting the request to HR. If the employee disagrees with the determination, he/she shall have ten (10) days to dispute the decision by submitting a request for reconsideration to the Superintendent in writing.
- (e) ~~If negotiations for a successor Agreement extend beyond the expiration date of this Agreement, increments for that succeeding year will not occur until the conclusion of negotiations. If a successor agreement is not reached prior to the expiration of the existing~~

agreement. Upon conclusion of negotiations, each ~~Technology Staff~~ employee's salary placement on the successor Agreement will be retroactive to effective date of the successor Agreement for all employee's covered under the agreement from the effective date unless agreed otherwise.

(f) Vehicle Allowance

Each full-time, permanent employee covered by this Agreement will be provided a vehicle allowance of \$100 each month to compensate for travel between service locations.

Section 2: Medical Policies

- A. Total contribution to the health insurance program will be based on the annual negotiated renewal provided to the DISTRICT by the health insurance program brokers in the spring of each year for the following year's rates.
1. The DISTRICT will contribute 90% of the total cost of the Health Insurance program each year.
 2. Employee premiums will be set annually based on 10% of the 104% of Expected Cost, which will be provided in the negotiated renewal for the following year.
 3. ~~Employee premiums will not fluctuate year to year by more than 2% after the first year of this agreement.~~
- B. ~~Unless by mutual agreement of KEA and the DISTRICT, the health insurance plan offerings will not change. KEA will have the option of changing plans should the DISTRICT or another bargaining group agree to a change of plan or benefits that is mutually beneficial.~~
- C. ~~At the conclusion of this agreement, the DISTRICT and KEA will convene a Health Insurance Task Force to review plan benefits and costs, and compare with other plan options. The Task Force will make recommendations to the BOARD at the conclusion of their work. The bargaining unit shall be given a seat on the District's Insurance Committee and Health Insurance Task Force.~~
- D. Once the DISTRICT's Health Insurance Reserve Fund achieves a surplus of \$600,000, the DISTRICT will make a good faith effort to maintain a minimum balance of \$600,000 in order to stabilize employee premium costs. Funds in the DISTRICT's Health Insurance Reserve Fund can only be utilized for health insurance program costs.
- E. At the Insurance Committee's recommendation, if total District expenses fall below 90% of the total cost to the District in providing health care, plus reasonable claims, reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:
1. Offsetting increasing insurance costs
 2. Reducing the employees' monthly payroll deductions for insurance
 3. Increasing employees' insurance benefits
- F. ~~Current out of pocket costs and deductibles will not increase during the duration of the contract.~~
- G. ~~In the event KEA and the DISTRICT cannot agree to a Health Insurance policy or plan, the bargaining unit will reserve the right to negotiate a change to this portion of the contract.~~

~~At the Insurance Committee's discretion, funds in excess of the terminal coverage charges plus a reasonable claims reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:~~

~~(a.) The District will contribute the following per FTE for health insurance premiums out of the District operating fund:~~

~~To be determined and not less than any other district agreement for period between 2018-2021.~~

~~(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:~~

- ~~1. Offsetting increasing insurance costs~~
- ~~2. Reducing the employees' monthly payroll deductions for insurance~~
- ~~3. 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** A \$50,000 group term life insurance policy will be made available to each permanent full and part time Technology Staff.~~

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

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

ARTICLE XI - LAYOFF

~~**Section 1** During the life of the agreement, should the District decide to subcontract out any, departmentalize or eliminate any Technology Staff work, the KGBSD District recognizes that it is not just cause, or notification for any Technology Staff employee lay off, or reduction in Technology Staff's current rate of pay. In the event it becomes necessary to reduce the number of Technology Staff positions under this Agreement, the District will determine the Technology Staff employee(s) to be laid off. Layoffs may occur at any time. The District will notify Technology~~

~~Staff employee(s) within sixty (60) days of the intended dates of layoff. In the event of technology staffs work being moved to another department within the KGBSD the Technology staff shall first be offered to continue that work under the alternate department within thirty days with at least the technology staffs current negotiated agreement. Any employee who is laid off and work subcontracted out or departmentalized shall receive first consideration for open positions in the District for which they are qualified or shall receive two (2) month's severance pay at the Technology Staff employee's current rate of pay. Technology staff Employees laid off may elect to cash out all accrued leave as of the last day worked at their Technology Staff's hourly rate in his/her final check or maintain existing leave balances with the District while on Layoff Leave without Pay status.~~

Section 2 All ~~Technology Staff employees~~ laid off will be placed on Layoff Leave without pay for a period of up to two (2) years. No new Technology Staff will be hired until the position has been offered to all laid off ~~Technology Staff employees under this Agreement and the laid off Technology Staff has confirmed notification.~~

Section 3 Recall rights will be lost by the ~~Technology Staff employee~~ if he/she fails to accept the offer within ten (10) days ~~of the date he/she receives the offer.~~

ARTICLE XII - ORGANIZATION LEAVE

The bargaining unit will be granted ten (10) days of paid Organization leave a year. These days shall be used for Organization business with at least two days prior notice to the Superintendent.

ARTICLE XII - DURATION

This Agreement is retroactive to July 1, ~~2018-2021~~ and shall remain in full force and effect through June 30, ~~2021~~2024. 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.

KGBSDTSLO

KGBSD

Date

Date

APPENDIX A: Salary Schedule

KGBSD Technology Pay Schedule 2021-2024																
STEP->		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2021-2022 Technology Salary Scale																
A- 260 Days	1950	\$35.00	\$36.05	\$37.13	\$38.25	\$39.39	\$40.57	\$41.79	\$43.05	\$44.34	\$45.67	\$47.04	\$48.45	\$49.90	\$51.40	\$52.94
YEAR		68250	70298	72406	74579	76816	79120	81494	83939	86457	89051	91722	94474	97308	100227	103234
B-260 Days	1950	\$25.00	\$25.75	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	\$30.75	\$31.67	\$32.62	\$33.60	\$34.61	\$35.64	\$36.71	\$37.81
YEAR		48750	50213	51719	53270	54869	56515	58210	59956	61755	63608	65516	67481	69506	71591	73739
C-260	1950	\$18.46	\$19.02	\$19.59	\$20.17	\$20.78	\$21.40	\$22.04	\$22.71	\$23.39	\$24.09	\$24.81	\$25.56	\$26.32	\$27.11	\$27.92
YEAR		36000	37080	38192	39338	40518	41734	42986	44275	45604	46972	48381	49832	51327	52867	54453
2022-2023 Technology Salary Scale																
A- 260 Days	1950	\$35.70	\$36.77	\$37.87	\$39.01	\$40.18	\$41.39	\$42.63	\$43.91	\$45.22	\$46.58	\$47.98	\$49.42	\$50.90	\$52.43	\$54.00
YEAR		69615	71703	73855	76070	78352	80703	83124	85618	88186	90832	93557	96363	99254	102232	105299
B-260 Days	1950	\$25.50	\$26.27	\$27.05	\$27.86	\$28.70	\$29.56	\$30.45	\$31.36	\$32.30	\$33.27	\$34.27	\$35.30	\$36.36	\$37.45	\$38.57
YEAR		49725	51217	52753	54336	55966	57645	59374	61155	62990	64880	66826	68831	70896	73023	75214
C-260	1950	\$18.83	\$19.40	\$19.98	\$20.58	\$21.19	\$21.83	\$22.48	\$23.16	\$23.85	\$24.57	\$25.31	\$26.07	\$26.85	\$27.65	\$28.48
YEAR		36720	37822	38956	40125	41329	42569	43846	45161	46516	47911	49349	50829	52354	53925	55542
2023-2024 Technology Salary Scale																
A- 260 Days	1950	\$36.41	\$37.51	\$38.63	\$39.79	\$40.98	\$42.21	\$43.48	\$44.78	\$46.13	\$47.51	\$48.94	\$50.41	\$51.92	\$53.48	\$55.08
YEAR		71007	73138	75332	77592	79919	82317	84786	87330	89950	92648	95428	98291	101239	104277	107405
B-260 Days	1950	\$26.01	\$26.79	\$27.59	\$28.42	\$29.27	\$30.15	\$31.06	\$31.99	\$32.95	\$33.94	\$34.96	\$36.00	\$37.08	\$38.20	\$39.34
YEAR		50720	52241	53808	55423	57085	58798	60562	62379	64250	66177	68163	70208	72314	74483	76718
C-260	1950	\$19.21	\$19.78	\$20.38	\$20.99	\$21.62	\$22.27	\$22.93	\$23.62	\$24.33	\$25.06	\$25.81	\$26.59	\$27.39	\$28.21	\$29.05
YEAR		37454	38578	39735	40927	42155	43420	44723	46064	47446	48869	50336	51846	53401	55003	56653

APPENDIX B: Definitions

Organization: Ketchikan Gateway Borough School District Technology Staff Labor Organization

District: Ketchikan Gateway Borough School District, The Ketchikan Gateway Borough School Board, the Superintendent or his/her/their designee.

Immediate family: shall be considered persons having the relationship of husband, wife, father, son, daughter, mother, brother, sister, parent-in-law, brother or sister-in-law, son or daughter-in-law, grandparent, niece, nephew or persons living at the Technology Staff's household as a part of the family.

~~**KGBSD:** Ketchikan Gateway Borough School District, The Ketchikan Gateway Borough School Board, the Superintendent or his/her/their designee.~~

Technology Supervisor: Member of the technology department but not a member of the technology staff, not covered by the contractual bargaining agreement.

~~**Technology Staff/ Bargaining Unit:** Computer Services Staff of the Ketchikan Gateway Borough School District, including but not limited to, Network Administrators, Servers Administrators, System Administrators, Repair Shop Technicians, Field Technicians, Technology Specialists, Software Specialists, Support Specialists and any employees hired in the district whose duties and responsibilities it is to diagnose, design, engineer, program, setup, build, repair, maintain and ensure the operations and functionality of the district computers, software and network systems. [KP13]~~

~~**Temporary Employee:** For the purpose of this contract a temporary employee shall be considered non contractual employees that have been in the employment of the Ketchikan Gateway Borough School District Technology department for less than one year, not covered by the collective bargaining agreement. [KP14]~~

Normal Business Hours: For the purpose of this collective bargaining agreement denotes 7am: to 5 pm.

Appendix C

Preapproved Courses[KPI15]

1. Certified Cisco Courses
2. Certified Microsoft Courses
3. Certified Apple Courses
4. Certified Oracle Courses
5. Certified CompTIA Courses
6. Certified VMware Courses
7. Certified Pearson Courses
8. Certified Linux Courses
9. Certified Google/Android Training
10. Certified Kace Training
11. Certified Encase Training
12. Certified Emergency Services Training

Upon Superintendent approval additional approved courses will be added to Appendix C.

| [APPENDIX D: Family Medical Leave Act & Alaska Family Leave Act](#) (attach)