

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

2008-2011
LABOR CONTRACT

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

LABOR CONTRACT

Ketchikan Education Association

and

Ketchikan Gateway Borough School District

2008-11

Date _____

KETCHIKAN EDUCATION ASSOCIATION

KETCHIKAN GATEWAY
BOROUGH SCHOOL DISTRICT

K. E. A. President

School Board President

K. E. A. Board Member

School Board Member

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

TABLE OF CONTENTS

| | | |
|---------------|--|----------|
| AREA 1 | BUSINESS | 1 |
| SECTION 1 | RECOGNITION. | 1 |
| SECTION 2 | NEGOTIATIONS - GENERAL PROCEDURES | 1 |
| SECTION 3 | SCOPE AND STATUS OF THIS CONTRACT | 2 |
| SECTION 4 | MANAGEMENT RIGHTS | 2 |
| SECTION 5 | CONFORMITY TO LAW | 2 |
| SECTION 6 | PUBLICATION OF CONTRACT | 2 |
| SECTION 7 | DURATION OF CONTRACT | 2 |
| AREA 2 | ASSOCIATION RIGHTS AND RESPONSIBILITIES | 2 |
| SECTION 1 | RESPONSIBILITIES | 2 |
| SECTION 2 | DUES DEDUCTION | 3 |
| SECTION 3 | OTHER DEDUCTIONS | 3 |
| SECTION 4 | USE OF FACILITIES | 3 |
| SECTION 5 | INFORMATION FOR KEA | 3 |
| SECTION 6 | ASSOCIATION PRESIDENT RELEASE TIME | 4 |
| AREA 3 | COMPLAINTS AND GRIEVANCES | 4 |
| SECTION 1 | DEFINITIONS. | 4 |
| SECTION 2 | PURPOSE | 4 |
| SECTION 3 | PROCEDURES | 4 |
| SECTION 4 | INITIATION AND PROCESSING | 5 |
| SECTION 5 | GENERAL PROVISIONS | 6 |
| AREA 4 | GENERAL WORKING CONDITIONS. | 7 |
| SECTION 1 | WORKER'S COMPENSATION. | 7 |
| SECTION 2 | INSTRUCTIONAL MATERIALS FUND. | 7 |
| SECTION 3 | LENGTH OF SCHOOL DAY | 7 |
| SECTION 4 | COMMUNITY PARTICIPATION | 8 |

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

| | | |
|---------------|--|-----------|
| SECTION 5 | PERSONNEL FILES | 8 |
| SECTION 6 | TEACHER EVALUATIONS | 8 |
| SECTION 7 | RENEWAL OF CERTIFICATE | 9 |
| SECTION 8 | IDENTIFICATION CARDS | 9 |
| SECTION 9 | CURRICULUM DEVELOPMENT | 9 |
| SECTION 10 | TEACHER ASSIGNMENT/TRANSFER | 9 |
| SECTION 11 | DISMISSAL OR NONRETENTION | 10 |
| SECTION 12 | WORK YEAR | 10 |
| SECTION 13 | CONTROVERSIAL ISSUES | 10 |
| SECTION 14 | CLASS LOAD | 10 |
| SECTION 15 | DISCIPLINE | 10 |
| AREA 5 | LAYOFF | 11 |
| AREA 6 | SALARIES AND ECONOMIC BENEFITS | 12 |
| SECTION 1 | SALARY SCHEDULE | 12 |
| SECTION 2 | PLACEMENT ON THE SALARY SCHEDULE. | 12 |
| SECTION 3 | EXTRA DUTY PAY | 13 |
| SECTION 4 | METHOD OF PAYMENT | 14 |
| SECTION 5 | RECERTIFICATION TUITION REIMBURSEMENT | 14 |
| SECTION 6 | MEDICAL POLICIES | 14 |
| SECTION 7 | PHYSICAL REIMBURSEMENT | 15 |
| SECTION 8 | PART-TIME SALARIES. | 15 |
| AREA 7 | LEAVES | 15 |
| SECTION 1 | SICK LEAVE | 15 |
| SECTION 2 | SICK LEAVE BANK | 16 |
| SECTION 3 | PROFESSIONAL LEAVE - COMMITTEE GRANTED | 17 |
| SECTION 4 | PROFESSIONAL LEAVE - ADMIN. GRANTED | 17 |
| SECTION 5 | PERSONAL LEAVE | 17 |
| SECTION 6 | EMERGENCY LEAVE | 18 |
| SECTION 7 | CHILD REARING LEAVE | 18 |

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

| | | |
|------------|--|----|
| SECTION 8 | SABBATICAL LEAVE | 18 |
| SECTION 9 | MILITARY LEAVE | 19 |
| SECTION 10 | JURY/COURT LEAVE. | 19 |
| SECTION 11 | LEAVE OF ABSENCE WITHOUT PAY | 19 |
| SECTION 12 | PUBLIC OFFICE LEAVE | 19 |
| SECTION 13 | ASSOCIATION LEAVE | 20 |
| SECTION 14 | ASSOCIATION OFFICE LEAVE | 20 |
| SECTION 15 | BEREAVEMENT LEAVE | 20 |
| SECTION 16 | FAMILY AND MEDICAL LEAVE | 20 |

APPENDIX

| | |
|--|-------|
| DEFINITION OF TERMS | 21-22 |
| SALARY SCHEDULE | 23-25 |
| EXTRA CURRICULAR PAY SCHEDULE | 26 |
| COURSE APPROVAL FORM/ADVANCEMENT/REIMBURSEMENT | 27 |
| SUPERINTENDENT/BA + COMMITTEE SALARY MOVE APP | 28 |
| SALARY WORKSHEET | 29 |
| REQUEST FOR PLACEMENT/TRANSFER FORM | 30 |
| REQUEST FOR LEAVE FORM | 31 |
| FAMILY AND MEDICAL LEAVE ACT | 32-33 |
| GRIEVANCE FORMS | 34-37 |

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

2008-2011 Contract

AREA 1 BUSINESS

SECTION 1 - RECOGNITION

The DISTRICT pursuant to applicable sections of A.S.L. 23.40 recognizes the KETCHIKAN EDUCATION ASSOCIATION as the exclusive bargaining agent for all certificated employees, excluding all non contracted substitutes and supervisors who have voted to negotiate independently with the DISTRICT, with regard to matters which are negotiable, pertaining to their employment and the fulfillment of their professional duties.

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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

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 teacher or group of teachers 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 shall e-mail, post on the District website, or, if requested by a teacher, provide a printed copy of this contract.

SECTION 7 - DURATION OF CONTRACT

This contract and each of its provisions is binding and effective as of July 1, 2008 and shall remain in full force and effective until June 30, 2011 or 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 teacher evaluation procedures of the DISTRICT.
- 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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

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, 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. Employees who choose not to join the ASSOCIATION and authorize membership dues deduction shall pay to the ASSOCIATION through payroll deduction a representation fee equal to the regular dues less any political action or other special assessments. The ASSOCIATION shall, upon request, promptly refund to the non-member the amount determined by State Arbitration to be non-chargeable activities. An employee who objects to this provision shall, consistent with AS 23.40.225, contribute an amount equal to the representation fee to a religious charity or group mutually agreed upon between the employee and the ASSOCIATION.

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

- B. The ASSOCIATION shall indemnify and hold harmless the KGBSD from any and all claims, demands, suits and costs (other than clerical errors and their correction) incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this section.
- C. The DISTRICT will notify the ASSOCIATION of all new teachers, and of those resigning or whose contracts are being terminated.

SECTION 3 - OTHER DEDUCTIONS

Upon appropriate written authorization as specified by the KGBSD, the KGBSD 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 KGBSD, 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 to any official representative of the ASSOCIATION in response to reasonable written request all available information which is not confidential concerning

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

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 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 on-line at the District's website 48 hours prior to each regular meeting.
- C. The DISTRICT shall provide the ASSOCIATION the names and addresses of all new Bargaining Unit members.
- D. An ASSOCIATION representative shall be on the agenda to address new teachers at the beginning of the year during new teacher orientation.

SECTION 6 - ASSOCIATION PRESIDENT RELEASE TIME

The ASSOCIATION President may, with the building principal's approval, use any non-instructional time for conducting ASSOCIATION business.

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, 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 teacher 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 in Section 1 Definitions. 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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- D. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally 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 KGBSD 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 teacher with a complaint will first discuss it privately with his/her principal or immediate superior, 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 teacher 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 principal or immediate supervisor using the agreed to forms. Information copies are to be sent by the aggrieved party to the ASSOCIATION and to the Superintendent. The principal 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 principal, the decision of the principal 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 of Schools 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 SCHOOL BOARD hear the case. The SCHOOL BOARD or a sub-committee thereof shall meet with the grievant and/or the ASSOCIATION and

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

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 teacher, 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
 - d. The costs for service of the arbitrator will be borne equally by the SCHOOL 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 teacher 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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- 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 pp. 35-38).
- F. Every effort will be made by all parties to avoid interruption of classroom activities. 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 GENERAL WORKING CONDITIONS

SECTION 1 - WORKER'S COMPENSATION

Worker's Compensation benefits shall be those laws prescribed by Alaska State and current SCHOOL BOARD policies, except that the returning teacher shall be guaranteed an equal or comparable position upon returning. Any teacher 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 - INSTRUCTIONAL MATERIALS FUND

Each teacher will receive a yearly supply stipend, reimbursable up to \$350, for teaching materials and classroom supplies. Supply fund monies not spent by March 1st will revert back to each school's operating budget. Teachers may collectively purchase items for their department or the entire school. The District will make every effort to notify each teacher by February of the remaining reimbursable amount available.

SECTION 3 - LENGTH OF SCHOOL DAY

The normal teacher work day shall be 8 hours; 7 1/2 hours of which shall be on-site.

- A. The maximum required pupil-contact instructional time shall be 300 minutes per day except as mutually agreed upon by the ASSOCIATION and the BOARD. At the high school, the maximum required pupil-contact instructional time shall average 300 minutes per day except as mutually agreed upon by the ASSOCIATION and the BOARD.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- B. Any change of schedule, from one school year to the next shall be made by the principal of each building in consultation with his/her teaching staff, provided same is not in conflict with this section.
- C. The high school staff shall be required to teach no more than six (6) periods.
- D. Any deviation from sentence C shall be agreed to by the high school principal and a majority of his/her certificated staff.
- E. Each teacher will receive a thirty-minute duty free lunch period each day.
- F. All elementary teachers shall have 45 minutes of uninterrupted preparation time at some point during the work day. Present practices with regard to preparation time for secondary teachers will be continued.
- G. If an alternate agreement regarding preparation time is made between the District and the Association during the life of this agreement, the new preparation time agreement will replace the language in Area 4 Section 3F.

SECTION 4 - COMMUNITY PARTICIPATION

Teachers are encouraged to participate actively in the PTA, school open-house occasions, community councils, and civic organizations.

SECTION 5 - PERSONNEL FILES

The DISTRICT shall maintain one official employment/personnel file for each teacher. Reasonable access by the teacher and/or designee shall be granted during District office working hours. Teachers may attach rebuttal comments to any information in their file. All evaluation information will be placed in the teacher's file with a copy given to the teacher. A teacher 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 teacher. Confidential material gathered during the hiring process will be withheld from the teacher.

SECTION 6 - TEACHER EVALUATIONS

- A. Teachers will be evaluated using the guidelines established in the District Teacher Evaluation Handbook in effect as of July 1, 1999 or as amended [See Area 2 Section 1]. New teachers will receive a copy of the District Teacher Evaluation Handbook.
- B. Each teacher will receive a signed copy of his/her completed evaluation. Material which was the basis for an evaluation but was not attached to or part of the final document shall be destroyed prior to the next complete evaluation.
- C. When a teacher 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 teacher comments regarding an evaluation shall be signed and will become a part of that evaluation.
- D. Any written complaint against a teacher which is used in the formal evaluation of the teacher shall have been called to the attention of the teacher and the teacher shall be afforded the opportunity to answer or rebut such complaint in writing.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

SECTION 7 - RENEWALS OF CERTIFICATES

- A. At the beginning of each school year the DISTRICT will make a good faith effort to inform each certificated employee of the expiration dates of his/her current teaching certificates and date for future physical examinations. Final responsibility for keeping current certification and physical examination requirements belongs solely with the staff member.
- B. State mandated teacher training may be completed during teacher inservice training days when recommended by the inservice committee.

SECTION 8 - IDENTIFICATION CARDS

- A. 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 9 - CURRICULUM DEVELOPMENT

- A. Philosophy

The ASSOCIATION and the KGBSD feel that the professional knowledge of teachers is necessary, beneficial, and desirable in the development of effective curriculum.

- B. Procedure

- 1. Teachers will be involved in the development of curriculum at both the building level and District level.
- 2. Whenever District-wide curriculum committees are formed, the Central Office administrator responsible for curriculum supervision and development shall request the staff of each building to select a representative, who has expertise in the curriculum area, to serve on the committee. The DISTRICT may supplement the committee with representatives from among other administrative personnel, parents, Board members, or members of the community not to exceed 50% of the total committee membership.
- 3. The chair of the curriculum committee will send copies of the curriculum committees' final reports to the ASSOCIATION.

- C. The ASSOCIATION will select teacher representatives to serve on inservice committees whose responsibility will be to recommend the content and schedules of teacher inservice sessions.

- D. It is understood that final decisions concerning the development of educational programs are the sole responsibility of the SCHOOL BOARD.

SECTION 10 - TEACHER ASSIGNMENT, TRANSFER

- A. Vacancy Posting - Certificated positions that become available will be announced to all teachers via job announcements sent to each building. Principals are responsible to post job vacancies in schools. The DISTRICT will also notify each teacher, requesting a specific position or a list of positions that become available during the summer if requested and a stamped self-addressed envelope is provided.

- B. Voluntary Transfers

- 1. A teacher who desires to fill a vacancy may submit a written request (Appendix pg. 31) to the Superintendent to make such a change. Requests filed by March 1 will receive primary consideration. Teachers requesting transfer will receive notice of receipt of the request from the District office.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

2. Positions will be filled taking into consideration DISTRICT established qualifications for the position: each applicant's academic background; each applicant's teaching experience; and each applicant's number of years of experience as a teacher in KGBSD.
3. All eligible candidates making transfer requests will be interviewed. All interviewed applicants will be notified of the District's decision.
4. District transfer decisions shall be final.

C. Involuntary Transfer

1. The DISTRICT will attempt to accomplish transfers through voluntary means prior to implementing involuntary transfers.
2. If given an involuntary transfer, a teacher may, rather than take the transfer, elect to take a leave of absence for one year or resign without penalty.

D. Assignment

The DISTRICT will give each teacher notice of his/her class/subject assignment and building for the next year as soon as those decisions are made.

SECTION 11 - DISMISSAL OR NONRETENTION

Dismissal or Nonretention of any teacher shall be in accordance with appropriate provisions of ASL (14.20.170, 175, 180, or 205) and/or the provisions of this agreement.

SECTION 12 - WORK YEAR

- A. The regular teacher work year will consist of 187 days, 6 of which are paid holidays, 181 of which are teacher work days.
- B. If the DISTRICT requires an employee with a teaching certificate to teach or perform duties beyond the regular school year, the teacher will be paid his/her per diem rate.

SECTION 13 - CONTROVERSIAL ISSUES

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

SECTION 14 - CLASS LOAD

The DISTRICT and the ASSOCIATION agree to work cooperatively toward equitable class loads consistent with sound educational practices and budgetary constraints.

SECTION 15 - DISCIPLINE

No tenured teacher 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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

AREA 5 LAYOFF

- A. In the event it becomes necessary to reduce the number of teachers due to program reduction or elimination, or to reduce the number of teachers in a given area, field or program, or eliminate or consolidate positions, the BOARD will adopt the modified program and follow the procedures listed below to determine the staff retained to implement the modified program. The DISTRICT will use natural attrition and accept unpaid leaves in order to reduce or eliminate the need for layoff provided the remaining staff meets the needs of the modified program.
1. Teachers not holding a regular (Type A) Alaska certificate will be laid off first in reverse order of seniority, provided there are fully qualified teachers to replace and perform all of the needed duties of the laid off teachers.
 2. If further reduction is still necessary, then non-tenured teachers will be laid off in reverse order of seniority, provided there are remaining fully qualified teachers to replace and perform all of the needed duties of the laid-off teachers.
 3. If further reduction is still necessary due to enrollment reduction or other reasons provided in A.S.L., then tenured teachers will be laid off in reverse order of seniority, provided there are fully qualified teachers to replace and perform all of the needed duties of the laid off teachers.
- B. The "needed duties" will be determined by the educational programs and services the BOARD OF EDUCATION specifies for implementation.
- C. A "fully qualified teacher" is one who satisfies the definition of "qualified" found in the Definition of Terms Appendix.
- D. Seniority is defined as uninterrupted years, months and days of teaching service in the Ketchikan Gateway Borough School District. Approved leave, with or without pay, shall not be considered as interruption in years of service.
- E. All teachers laid off under provisions set forth in this policy will be placed on Layoff Leave without pay for a period of up to three years. To remain on layoff leave and to be considered for available positions for which they are qualified, the teacher must each year during the month of March notify the DISTRICT in writing of their desire to continue on layoff status for the following school year. The notice must contain their current address and phone number.
- F. The recall procedure to vacant teaching positions will be in inverse order of the above lay off procedure. No new teachers will be hired while there are laid off teachers available who are fully qualified to fill available positions.
- G. Recall rights shall be lost by the teacher if the teacher is offered a teaching contract for the next school year of the same full-time equivalency as s/he held at the time s/he was laid off and fails to accept the offer within thirty (30) days of the date he/she receives the offer unless he/she is contractually obligated to provide professional services to another educational program.
- H. Any lay-off pursuant to this policy shall automatically terminate the individual's teaching contract, and all benefits allowed therein shall be reinstated in full upon re-employment.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

AREA 6 SALARIES AND ECONOMIC BENEFITS

SECTION 1 - SALARY SCHEDULE

The salary schedules are attached (Appendix) There will be a BA access to columns one through four (BA, BA+12, BA+24, and M or BA+36) in the salary schedule. Effective with the 1997-98 school year, access to columns five and six (M+12 and M+36) shall require a Master's degree for all new teachers employed after the 1996-97 school year. Teachers employed prior to the 1997-98 school year will not be affected. Placement on the salary schedule for any school year shall occur after completion of negotiations.

SECTION 2 - PLACEMENT ON SALARY SCHEDULE

- A. Teachers will be given full credit on the salary scale for previous teaching experience in Alaska if properly certified at the time the work was done.
- B. Teachers returning from authorized leave shall retain, consistent with the terms of this agreement, benefits accumulated prior to or during the leave.
- C. The KGBSD agrees to contract only properly certificated teachers holding Alaska teaching certificates for every teaching assignment. However, if no properly qualified teacher applies for a specialist position after a minimum of 30 calendar days of posting, the District may contract out the service. No currently employed member of the bargaining unit may contract with the District under these provisions.
- D. The KGBSD agrees to place all teachers on the salary schedule with credit for up to six (6) years on the Bachelor's Degree column and eight (8) years on the Master's Degree column for teaching experience outside the State of Alaska.
- E. A teacher will advance on the salary schedule one year provided that the teacher has at least 140 days of paid status during the year.
- F. Except for initial employment, and upon acquiring a Master's Degree, placement on salary schedule (Appendix pg. 26) will be by recommendation of the ASSOCIATION Degree Plus Committee upon application by the teacher.
- G. Criteria for placement on the salary schedule for education:
 - 1. Credits must be earned after the degree is earned. (exception: B+48)
 - 2. Credits are semester hours or equivalent and must have been earned at accredited schools as defined by Department of Education or KGBSD Administration.
 - 3. Of credits to be applied for placement on intermediate scales, one-half must be graduate and one-half may be undergraduate unless:
 - a. Applicant has been granted permission to take course(s) that will increase his/her teaching proficiency or,
 - b. If applicant has taken the course prior to this rule and if the committee gives its approval.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

4. The credits used for advancement on salary schedule columns will be from courses which are relevant to the teacher's present or anticipated teaching assignment and approved by the Superintendent. If a course is not approved by the Superintendent such disapproval may be appealed to the Course Review Committee. The KGBSD and the ASSOCIATION will jointly provide a Course Review Committee. The committee shall be made up of two members appointed by the KGBSD administration and two members appointed by the ASSOCIATION. The committee's decision shall be final. Credits taken prior to September 1, 1992 will be accepted based upon the standards in effect on January 1, 1991.
5. Those credits from the University of Alaska with numbers 491-492-493-494 (Special Topics) will be given graduate credit.
6. One-half of the credits from the University of Alaska at the 400 level will be graduate and one-half will be undergraduate.
7. An employee intending to apply for movement to a column on the salary schedule the next school year shall so notify the DISTRICT, in writing, on or before March 1 of the current year. An employee given an involuntary change of assignment which requires additional training may have the March 1 notice requirement waived if the training is obtained. (Appendix pg. 29)
8. Applicant must provide the committee with official transcripts (if these are in the Central Office files, they will be abstracted for the Committee use) and any other information the committee may need. Official transcripts must include the following:
 - a. Definite statement on hours - semester or quarter hours.
 - b. Did the applicant receive graduate or undergraduate credit?
9. Applicant must secure from the superintendent's office and complete the following:
 - a. Application for placement on salary scales (Appendix pg. 29).
 - b. Form for identifying and totaling hours of credit (Appendix pg. 30).
10. All applications must be submitted to the Superintendent by the end of the 2nd week of school. All transcripts must be submitted to the Superintendent no later than November 15th. Certified staff that is approved for education salary scale movement will be paid retroactively to the beginning of that year's contract. The Committee will be allowed to use the applicant's official transcript, but will not be allowed to see any confidential credentials, supervisor's reports, or any other documents which the superintendent deems confidential. The Committee will receive instruction as to the confidentiality of any transcripts or other documents which the applicant may tender the Committee in support of his/her application.

SECTION 3 - EXTRA DUTY PAY

- A. Bargaining unit members involved in voluntary extra-duty assignments which require a teaching certificate shall be compensated in accordance with Appendix 27 without deviation. Such assignments are not subject to continuing contract provisions as outlined in A.S.L. 14.20.145. Only clauses not included in Department of Education and Early Development Rules and Regulations are negotiable.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- B. The rate of compensation for any new extra-duty assignments which require a teaching certificate, shall be mutually agreed upon by the ASSOCIATION and the KGBSD and thereafter included in the extra-duty pay schedule. All payments for Appendix 27 extra-duty contracts will be paid at the end of the extra-duty contract in the next regular payroll, unless the extra-duty is a year long. In that case payment will be made in two payments with the December and May payrolls.
- C. For purposes of this section "extra duty" will be considered any duty listed in Appendix pp. 27 which requires a teaching certificate. For extended contracts not listed in Appendix pp. 27 compensation will be provided at the regular contracted per diem rate.
- D. A position description is to be given to the activity sponsor prior to or at the time of the teacher's signing an extra-curricular pay contract.
- E. The District may, at its discretion, establish a yearly stipend fund of \$2,000 – \$6,000 at each elementary building for the purpose of compensating district employees who assume responsibilities of extra curricular activities.

SECTION 4 - METHOD OF PAYMENT

- A. By notifying the Superintendent of Schools prior to September 10, any teacher may elect to receive his/her salary in 12 equal installments rather than 10. However, any remaining salary earned shall be paid to the employee on the last day of the regular 181 day school term, except for delays caused by emergency.
- B. Each teacher 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 5 - RECERTIFICATION TUITION REIMBURSEMENT

It is agreed that the teacher 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. (Appendix pg. 28)

SECTION 6 - MEDICAL POLICIES

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:
 - a. 2008-2009 \$8,490.68 (2.5% increase over 07-08)
 - b. 2009-2010 \$8,915.21 (5% increase over 08-09)
 - c. 2010-2011 \$9,806.73 (10% increase over 10-11)
- B. At the Insurance Committee's discretion, funds in excess of the terminal coverage charges plus a reasonable claims reserve may be spent to stabilize the employees' percentage of insurance premiums in any of the following ways:
 - a. Offsetting increasing insurance costs
 - b. Reducing the employees' monthly payroll deductions for insurance
 - c. Increasing employees' insurance benefits
- C. In the event the insurance reserve fund falls below \$400,000 the insurance committee's discretion will be assumed by the District until the fund balance returns to a level above \$500,000. Recommendations made by the insurance committee will be considered by the District when making its decision.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- D. An optional \$50,000 group term-life insurance policy will be offered to each permanent full and part-time employee, the District paying 90% of the premium, the employee paying 10%.
- E. Individual teachers may opt to not participate in the group health insurance plan.
- F. Teachers may change insurance carriers for subsequent school years if a majority of all bargaining unit members elect to make such a change in a secret ballot election conducted by a neutral third party. If the teachers opt for a new carrier, the District's premiums will be the capped amount in A above. The teacher's proportionate share of money remaining in the premium stabilization fund after all claims are paid will be distributed to the teachers.
- G. The District will provide each teacher with the option to have his/her medical insurance premium payment as a pretax deduction. The District will also provide the option of flexible spending accounts for medical and childcare expenses in compliance with Federal and State law.

SECTION 7 - PHYSICAL REIMBURSEMENT

THE KGBSD will pay up to \$150 toward the State required physical exam.

SECTION 8 - PART-TIME SALARIES

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

AREA 7 LEAVES

A teacher 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. A teacher 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 teacher shall accrue twelve (12) days sick leave with pay during the school year. Permanent certificated personnel working less than a full day and/or a full year will receive a proportionate benefit. Sick leave will be cumulative over a period of years without limit and shall accrue at the rate of one and one-third (1-1/3) days per school month for nine (9) months, with the first duty day of each school year as the sick leave accumulative date for that year. Teachers 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 teacher 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 teacher's immediate family which may require absence from work.
- B. Cumulative sick leave as defined by A.S.L. earned by a teacher 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 teacher. 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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- C. A teacher absent on account of illness (personal incapacitation) in excess of the number of days sick leave to which he/she is entitled may be paid for each day the difference, if any, between the cost of a substitute and the daily salary of the teacher for a period not to exceed twenty (20) days. If, following such a twenty (20) day period, a teacher is unable to return to work he/she will be granted a Leave of Absence, as described in Section 12 below.
- D. A teacher absent from school on sick leave for more than three (3) 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. All teachers 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.

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]
- 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 teacher (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 30th. Certified employees with less than one year of service may, at their option, join the Sick Leave Bank by notifying the District in writing by September 30th. 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 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 before the beginning of the school year. However, in a case of severe illness or extreme hardship, the BOARD may permit a teacher 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 building principal.
- 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 teacher is unable to meet required donation (as E. above) the Governing Body, at its discretion, may waive this requirement.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

SECTION 3 - PROFESSIONAL LEAVE - COMMITTEE GRANTED

- A. Teachers 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 School District and must be educational in nature.
- B. The KGBSD and the ASSOCIATION will jointly provide a Professional Leave Committee. The committee shall be made up of two members appointed by the KGBSD 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 teachers, 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 - PROFESSIONAL LEAVE - ADMINISTRATION GRANTED

Teachers 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. Three (3) days paid personal leave will be granted to each teacher each year for the length of this agreement with an accumulation totaling ten (10) days. Each teacher will be reimbursed at a rate equivalent to substitute pay for any days in excess of the ten (10) days accumulated. Teachers may purchase two additional days at the cost of a substitute.
- B. Conditions for use of personal leave are as follows:
 - 1. Personal Leave may not be taken during the first or last ten (10) days of the school year, during scheduled inservice days, or during Parent/Teacher Conference periods without prior Superintendent approval.
 - 2. Teachers shall request personal leave at least twenty-four (24) hours prior to the beginning of the leave. Exceptions to the time restriction may be granted by the building principal.
 - 3. Personal Leave taken to extend or lengthen a holiday period will be granted upon the availability of substitutes.
 - 4. Personal Leave which disrupts the educational program of the school or exceeds ten (10) percent of the building staff in any one day will not be approved.
 - 5. The superintendent is responsible for making any exceptions to these guidelines and for approving Personal Leave requests.
 - 6. A teacher may donate his/her unused, accumulated personal leave days to another teacher who has no personal leave days or other appropriate leave with the approval of the Superintendent.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

SECTION 6 - EMERGENCY LEAVE

Emergency Leave with pay consisting of up to five (5) days plus two (2) additional for travel time, (if required for emergency outside vicinity) may be granted to teachers 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 building principal 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. Terms and conditions of the leave will be agreed to in writing prior to the beginning of the leave.

SECTION 8 - SABBATICAL LEAVE

A. Eligibility

1. A teacher 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 teacher must agree to return to the KGBSD for one full school year following the leave. A teacher 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 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 teacher 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 teacher applying for Sabbatical Leave must conform to provisions pertaining to Sabbatical Leave as outlined in Article 4, Sabbatical Leave, A.S.L.

B. Application Procedure

1. The teacher 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 KGBSD BOARD has the responsibility for the selection of the teacher(s) to be granted the Sabbatical Leave(s).
5. Any successful applicant must sign a contract before receiving the benefit.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

SECTION 9 - MILITARY LEAVE

A teacher, 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 teacher 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. A teacher who appears as a witness for the DISTRICT shall be granted leave without loss of pay.
- C. A teacher, while being a defendant in a civil or criminal case, who is not found guilty or liable, shall be granted Court Leave.
- D. A teacher who appears in an action as a plaintiff or witness with an interest against the School 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 teacher upon application, and BOARD approval provided a qualified replacement is available.
- B. Final application date for Leave is February 1st.
- C. Not more than ten (10) teachers will be granted Leaves without pay each year.
- D. A teacher 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.
- E. All employees granted a Leave without pay will be entitled to all rights in Section 14.20.345 of Alaska Statutes.
- F. Upon completion of a one year Leave without pay, the teacher is guaranteed a position comparable to the one he/she left. At the end of a two-year Leave, the teacher may be granted a comparable position, if a vacancy exists.

The intent of this policy is that teachers will not accept teaching positions in other districts.

- G. 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 teacher 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 teachers granted Public Office Leave will be entitled to all rights in Section 14.20.345 of Alaska Statutes.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

- C. Upon completion of Public Office Leave, the teacher 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 teacher serve in a NEA-Alaska or NEA elected or committee position, and an additional 30 days will be granted for Association Leave. The ASSOCIATION shall reimburse the DISTRICT the cost of a substitute for any of the 50 days granted beyond the initial 30.
- B. ASSOCIATION members will be required to give their building principal reasonable advance notice of any absence due to Association Leave. Applications for leave will be made by the President of the ASSOCIATION to the Superintendent of Schools who shall authorize the leave.

SECTION 14 - ASSOCIATION OFFICE LEAVE

- A. Any teacher 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 teaching year.
- B. During the period of leave, the employee will receive the salary he/she would receive if he/she were performing his/her teaching duties; including all rights of tenure, retirement, advancement, and any other rights he/she would normally receive. In return, the School District will be reimbursed by NEA-Alaska or NEA for the salary and benefits paid to the teacher. 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 teacher 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 shall entitle the teacher up to seven (7) days bereavement leave, not deductible from sick leave. If additional days absence are required, all days in excess of the seven will be deductible from sick leave. A request for an exception to this list of individuals may be submitted by the teacher 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 pp. 33, 34.)

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**APPENDIX
DEFINITION OF TERMS**

| | |
|-----------------------|--|
| BOARD | The seven member elected School Board of the Ketchikan Gateway Borough. |
| KGBSD or DISTRICT | The Ketchikan Gateway Borough School District. |
| ASSOCIATION or KEA | The Ketchikan Education Association, an affiliate of the National Education Association and the NEA-Alaska. |
| Curriculum | Curriculum consists of Board approved goals and objectives in each content area. It reflects the local, state, and federal standards and learning objectives for students. |
| School Term | The portion of the school year beginning with the first day and ending with the last day which pupils are scheduled to attend. |
| Immediate | Persons having the relationship to the employee of husband, Family wife, father, mother, son, daughter, brother or sister. |
| Certificated Employee | Those persons who are required to obtain an Alaska Personnel or teaching certificate as a part of the qualifications for the Professional position for which they are employed. |
| Endorsement | The certification by the Alaska Department of Education and Early Development that a holder of a teaching certificate is qualified to teach a particular subject at a certain grade level. |
| Full Credit | The earned placement on the salary schedule as the result of on the having been employed as a certificated employee in public or private schools within the State of Alaska or at the University of Alaska. |
| Salary Schedule | The employee is credited with one year on the salary schedule for each year so employed within the State. |
| Non-Retention | The determination by the employer not to employ a teacher for the school year immediately following the expiration of the employee's current contract. |
| Benefits | The privilege of participating in retirement programs, insurance programs, and other programs mutually agreed upon. |
| Dismissal | Termination by the employer of the employee's services during the time a contract is in force. |
| Initial Employment | The employment of a teacher for the first time in the Ketchikan Gateway Borough School District or the re-employment after an absence during which the teacher was not on leave and did not retain tenure in the District. |
| Proper Step | The correct placement on the salary schedule, considering education and experience. |

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

Pupil-Contact
Instructional Time The time spent by a teacher in formal instruction in the classroom situation, including study-hall supervision, excluding time for passing of classes and the portion of the day before and after pupils are scheduled for classes.

QUALIFIED for:

- (1) Grade K-8 and the teacher has an elementary endorsement;
- (2) An established middle and the teacher has:
 - (A) An elementary endorsement;
 - (B) A middle school endorsement; or
 - (C) A secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards; or
- (3) Grades 9-12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards.

Impasse A stalemate in the 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.

A.S.L. Alaska State Laws

Specialist Position, which requires a license in addition to a teaching certificate.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2008-09**

| | B | B+12 | B+24 | M (B+36) | M+12 (B+48*) | M+36 (B+72*) |
|----|------------|------------|------------|-------------|-----------------|-----------------|
| 0 | 38,345 | 40,170 | 41,995 | 43,820 | 45,645 | 47,470 |
| 1 | 40,170 | 41,995 | 43,820 | 45,645 | 47,470 | 49,295 |
| 2 | 41,995 | 43,820 | 45,645 | 47,470 | 49,295 | 51,120 |
| 3 | 43,820 | 45,645 | 47,470 | 49,295 | 51,120 | 52,945 |
| 4 | 45,645 | 47,470 | 49,295 | 51,120 | 52,945 | 54,770 |
| 5 | 47,470 | 49,295 | 51,120 | 52,945 | 54,770 | 56,595 |
| 6 | ****49,295 | 51,120 | 52,945 | 54,770 | 56,595 | 58,420 |
| 7 | ****51,120 | 52,945 | 54,770 | 56,595 | 58,420 | 60,245 |
| 8 | ****52,945 | ****54,770 | 56,595 | 58,420 | 60,245 | 62,070 |
| 9 | ****54,770 | ****56,595 | ****58,420 | 60,245 | 62,070 | 63,895 |
| 10 | | ****58,420 | ****60,245 | 62,070 | 63,895 | 65,720 |
| 11 | | | ****62,070 | 63,895 | 65,720 | 67,546 |
| 12 | | | | 65,720 | 67,546 | 69,371 |
| 13 | | | | 67,546 | 69,371 | 71,196 |
| 15 | | | | 69,371 | 71,196 | 73,021 |
| 17 | | | | 71,196 | 73,021 | 74,846 |

* Not accessible to teachers hired after the 1996-97 school year.

**** Not accessible to teachers hired after the 1999-2000 school year.

Teachers placed in one of these columns for 1998-99 may advance down the column but may not move to ****step in a higher column.

Teachers will not be paid less than \$40,000 per year.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2009-10**

| | B | B+12 | B+24 | M (B+36) | M+12 (B+48*) | M+36 (B+72*) |
|----|------------|------------|------------|-------------|-----------------|-----------------|
| 0 | 39,879 | 41,777 | 43,675 | 45,573 | 47,471 | 49,369 |
| 1 | 41,777 | 43,675 | 45,573 | 47,471 | 49,369 | 51,267 |
| 2 | 43,675 | 45,573 | 47,471 | 49,369 | 51,267 | 53,165 |
| 3 | 45,573 | 47,471 | 49,369 | 51,267 | 53,165 | 55,063 |
| 4 | 47,471 | 49,369 | 51,267 | 53,165 | 55,063 | 56,961 |
| 5 | 49,369 | 51,267 | 53,165 | 55,063 | 56,961 | 58,859 |
| 6 | ****51,267 | 53,165 | 55,063 | 56,961 | 58,859 | 60,757 |
| 7 | ****53,165 | 55,063 | 56,961 | 58,859 | 60,757 | 62,655 |
| 8 | ****55,063 | ****56,961 | 58,859 | 60,757 | 62,655 | 64,553 |
| 9 | ****56,961 | ****58,859 | ****60,757 | 62,655 | 64,553 | 66,451 |
| 10 | | ****60,757 | ****62,655 | 64,553 | 66,451 | 68,349 |
| 11 | | | ****64,553 | 66,451 | 68,349 | 70,247 |
| 12 | | | | 68,349 | 70,247 | 72,145 |
| 13 | | | | 70,247 | 72,145 | 74,043 |
| 15 | | | | 72,145 | 74,043 | 75,941 |
| 17 | | | | 74,043 | 75,941 | 77,839 |

* Not accessible to teachers hired after the 1996-97 school year.

**** Not accessible to teachers hired after the 1999-2000 school year.

Teachers placed in one of these columns for 1998-99 may advance down the column but may not move to ****step in a higher column.

Teachers will not be paid less than \$40,000 per year.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**KETCHKAN GATEWAY BOROUGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2010-11**

| | B | B+12 | B+24 | M (B+36) | M+12 (B+48*) | M+36 (B+72*) |
|----|------------|------------|------------|-------------|-----------------|-----------------|
| 0 | 41,474 | 43,448 | 45,422 | 47,396 | 49,370 | 51,344 |
| 1 | 43,448 | 45,422 | 47,396 | 49,370 | 51,344 | 53,318 |
| 2 | 45,422 | 47,396 | 49,370 | 51,344 | 53,318 | 55,292 |
| 3 | 47,396 | 49,370 | 51,344 | 53,318 | 55,292 | 57,266 |
| 4 | 49,370 | 51,344 | 53,318 | 55,292 | 57,266 | 59,240 |
| 5 | 51,344 | 53,318 | 55,292 | 57,266 | 59,240 | 61,214 |
| 6 | ****53,318 | 55,292 | 57,266 | 59,240 | 61,214 | 63,187 |
| 7 | ****55,292 | 57,266 | 59,240 | 61,214 | 63,187 | 65,161 |
| 8 | ****57,266 | ****59,240 | 61,214 | 63,187 | 65,161 | 67,135 |
| 9 | ****59,240 | ****61,214 | ****63,187 | 65,161 | 67,135 | 69,109 |
| 10 | | ****63,187 | ****65,161 | 67,135 | 69,109 | 71,083 |
| 11 | | | ****67,135 | 69,109 | 71,083 | 73,057 |
| 12 | | | | 71,083 | 73,057 | 75,031 |
| 13 | | | | 73,057 | 75,031 | 77,005 |
| 15 | | | | 75,031 | 77,005 | 78,979 |
| 17 | | | | 77,005 | 78,979 | 80,953 |

* Not accessible to teachers hired after the 1996-97 school year.

**** Not accessible to teachers hired after the 1999-2000 school year.

Teachers placed in one of these columns for 1998-99 may advance down the column but may not move to ****step in a higher column.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
CERTIFIED EXTRA CURRICULAR SALARY SCHEDULE**

| ACTIVITY | NOTES | FY 2006 | 2% Inc FY 2008 | 4% Inc FY 2009 |
|--|--------------|--------------------|-----------------------------------|-----------------------------------|
| High School Band | | 4,369 | 4,456 | 4,634 |
| HighSchool Chorus | | 2,594 | 2,646 | 2,752 |
| High School Yearbook | | 2,882 | 2,939 | 3,057 |
| SBA Advisor | | 1,269 | 1,294 | 1,346 |
| Debate Advisor | | 3,459 | 3,528 | 3,669 |
| Academic Decathalon | | 2,307 | 2,353 | 2,447 |
| Senior Class Advisors | x 4 | 1,151 | 1,174 | 1,221 |
| High School Dept Heads (5 or more teachers in Dept): | | | | |
| English | | 1,269 | 1,294 | 1,346 |
| Math | | 1,269 | 1,294 | 1,346 |
| Science | | 1,269 | 1,294 | 1,346 |
| Social Studies | | 1,269 | 1,294 | 1,346 |
| Vocational | | 1,269 | 1,294 | 1,346 |
| Middle School Music | | 2,040 | 2,081 | 2,164 |
| Library, per week (max 2) w/Principal making decision | per wk x2 | 690 | 704 | 732 |
| Basic Skills Summer School | per wk | 690 | 704 | 732 |

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**COURSE APPROVAL FOR ADVANCEMENT ON
SALARY SCHEDULE AND/OR REIMBURSEMENT**

Name _____ Date _____

Building _____

PLACEMENT ON SALARY SCHEDULE

Section 2- G.4 The credits used for advancement on salary schedule columns will be from courses which are relevant to the teacher's present or anticipated teaching assignment and approved by the Superintendent.

RECERTIFICATION TUITION REIMBURSEMENT

Section 5 - A. It is agreed that the teacher 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.

| Course Title | Number | Institution | Credits | Part of a Degree Program (yes/no) |
|--------------|--------|-------------|---------|-----------------------------------|
| | | | | |

Course Description:

Relevancy to present or anticipated teaching assignment:

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

For Office Use Only

Approved

Disapproved

Reason for Disapproval: _____

Superintendent Signature

Date

Date last certified

Credits reimbursed since last certified

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

APPLICATION FOR MOVEMENT ON SALARY SCALES

NAME _____ DATE _____

If you wish to be considered for salary movement for the coming school year please indicate your current salary step and the proposed salary step and return this form to Central Office by the date indicated below.

CURRENT SALARY STEP _____ PROPOSED SALARY STEP FOR _____ SCHOOL YEAR

- | | |
|---|---|
| <input type="checkbox"/> BA | <input type="checkbox"/> BA+12 |
| <input type="checkbox"/> BA+12 | <input type="checkbox"/> BA+24 |
| <input type="checkbox"/> BA+24 | <input type="checkbox"/> M or BA+36 |
| <input type="checkbox"/> M (or BA+36*) | <input type="checkbox"/> M+12 (or BA+48*) |
| <input type="checkbox"/> M+12 (or BA+48*) | <input type="checkbox"/> M+36 (or BA+72*) |

*not accessible to teachers hired after 1996-97 school year.

I understand the burden of proof is mine and I will place, or I have on file in the Central Office, official transcripts and other supporting documents required by the Committee. Permission is granted the Committee to examine my transcripts.

_____ signed _____ date

**This must be returned to the Office of the Superintendent by March 1st.
All transcripts must be received by November 15.**

FOR OFFICE USE ONLY

APPROVED _____ STEP PLACEMENT _____ DATE _____

NOT APPROVED _____

| | | | |
|-------|-------|-----------------------|--|
| _____ | _____ | Date of Hire | |
| _____ | _____ | Graduate Credits | |
| _____ | _____ | Undergraduate Credits | |

Total Semester Hrs. _____

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

NAME _____ DATE _____

SCHOOL (Bachelor's) _____ DATE _____

SCHOOL (Master's) _____ DATE _____

CURRENT SALARY STEP _____

| APPROVED | SCHOOL | YR. | COURSE & NUMBER | No Sem Hours Under-Grad | No Sem Hours Grad | *No of Qt Hrs Under-Grad | *No of Qt Hrs Grad | |
|---|--------|-----|-----------------|-------------------------|-------------------|--------------------------|--------------------|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| *One Qtr. Hour equals 2/3 of a Semester Hour | | | | TOTAL | | | | |

Convert quarter hours to semester hours and complete the following:

Sem. hrs. undergrad. _____ + Sem. hrs. grad. _____ = TOTAL SEM. HOURS _____

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

**REQUEST FOR PLACEMENT AND/OR TRANSFER
KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT**

If you wish to be considered for transfer to another school or a different assignment in the Ketchikan Gateway Borough Schools, please check this form and indicate the position for which you wish to be considered. Even if the position in which you are interested is not vacant, you should note your desire for it.

The position(s) for which I wish to be considered include_____

at _____teaching_____

This must be returned to the Office of the Superintendent by March 1st.

Name_____ Date_____

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

REQUEST FOR LEAVE

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT

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 _____

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

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. 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 health care 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

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

FAMILY AND MEDICAL LEAVE ACT cont.

medical leave will not lose any employment benefits that accrued before the date leave began.

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.

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

KETCHIKAN EDUCATION ASSOCIATION

FORM 1

Grievance by the Aggrieved Person(s)

Name _____ Date of Formal Presentation _____

School _____ Home Phone _____ Yrs. in School System _____

P.R. & R. Building Representative _____

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

(signature of aggrieved)

Original to principal

Copies to: Association
Superintendent
Aggrieved Person

**Ketchikan Gateway Borough School District – Ketchikan Education Association
Negotiated Agreement
2008-11**

KETCHIKAN EDUCATION ASSOCIATION

FORM II

ADMINISTRATOR'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:

- () 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 – Ketchikan Education Association
Negotiated Agreement
2008-11**

KETCHIKAN EDUCATION ASSOCIATION

FORM III

SUPERINTENDENT'S REPORT

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 – Ketchikan Education Association
Negotiated Agreement
2008-11**

KETCHIKAN EDUCATION ASSOCIATION

FORM IV

KGB SCHOOL BOARD

Name of Aggrieved Person(s) _____

Date of Formal Presentation _____

Names of persons officially present at prior hearing _____

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

(signature of school board president)

(date of decision)

Response of Aggrieved:

I accept the above decision.

I hereby refer the above decision to the arbitrator.

Reason for appeal:

(signature of aggrieved)

(date)

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