

**Sitka Educational Support
Professional Association
and
Sitka School District**

**Negotiated Agreement
July 1, 2019 – June 30, 2022**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE(S)</u>
1 - Recognitions	2
2 - Agreement, Parties, Term.....	3
3 - Management Rights.....	4
4 - Subcontracting.....	5
5 - Separability	6
6 - Definitions.....	7-10
7 - Holidays	11
8 - Salary and Benefits.....	12-15
9 - Payroll Procedures	16
10 - Retirement.....	17
11 - Resignations and Final Pay	18
12 - Layoff	19-21
13 - Physical Exams	22
14 - Mileage Reimbursement.....	23
15 - Vacation	24-26
16 - Leaves	27-31
17 - Professional Development.....	32
18 - Safety Conditions of Employment.....	33-34
19 - Assignment, Transfer Reassignment, Promotion & Job Sharing	35-38
20 - Nondiscrimination and Non-Reprisal	39
21 - Evaluation Process	40-42
22 - Personnel Files.....	43-45
23 - Association Rights	46-48
24 - Grievance Procedure.....	49-52
 <u>Attachments</u>	
Signature Page.....	53
 <u>Salary Scales</u>	
2019-2020 School Year.....	54
2020-2021 School Year.....	55
2021-2022 School Year.....	56

Article 1 – RECOGNITION

The Sitka School District recognizes SESPA as the exclusive representative of all District educational support personnel in matters relating to their terms and conditions of employment. Educational Support Personnel are defined as including, but not limited to, the following job titles:

AmeriCorps Coordinator
Boiler Operator
Braille Specialist I & II
Carpenter
Electrician
Federal Programs Secretary
High School Accounting Secretary
IT Technical Assistant
Maintenance Technician
Maintenance Worker
Paraprofessional
Pool Coordinator
Registrar
School Nurse
Secretary
Signing Specialist, I & II
Special Education Paraprofessional
Speech Language Pathologist Assistant
Sports Coordinator
21st Century Coordinator
Van Driver
Ventures Coordinator

For the purposes of this Agreement, SESPA and the DISTRICT agree that the supervisory positions of Director of Maintenance, IT Director; and Cultural Director; all District Office Positions; and the casual positions of Student Aide, Lifeguard, Swim Aide I and II, Ventures Aide, Swim Supervisor, and Community School Building Supervisor will not be considered educational support personnel.

ARTICLE 2 - AGREEMENT; PARTIES; TERM

This agreement is entered into between the Sitka School District (DISTRICT) and the Sitka Educational Support Personnel Association/NEA - Alaska (SESPA).

The agreement commences on July 1, 2019, and terminates on June 30, 2022

Other than when bargaining a successor agreement to the current agreement, opening of negotiations must be by mutual consent of the parties involved. When parties are preparing to negotiate the successor agreement, both parties agree that no more than 20 calendar days will elapse between a request for bargaining to start and the actual start of negotiations. In any event, the two parties agree to meet by November 30th prior to the year of expiration.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement may be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the School Board including its right to make final decisions on policies; to determine the methods, number and type of personnel and educational program(s) necessary to accomplish the Board's maximum service to the investing public.

ARTICLE 4 – SUBCONTRACTING

Although the DISTRICT does not anticipate the need to subcontract work presently being performed by bargaining unit members, if it does so decide it will notify SESPA of its desire to subcontract the work and engage in such negotiations as required by law.

ARTICLE 5 – SEPARABILITY

If any section or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any section or part should be enjoined by such a court, the remainder of this Agreement shall not be affected thereby, and the parties shall meet within ten (10) days of any such court order to determine if modifications to said section or part of this Agreement can be made which will maintain the original intent of said section or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose.

ARTICLE 6 – DEFINITIONS

- A. Regular Work Day: The regular workday for full time employees is eight (8) continuous hours exclusive of lunch, except for paraprofessionals who will have a regular workday of six and one-half (6 and ½) or more of continuous hours exclusive of lunch. An uninterrupted duty free lunch period of thirty (30) minutes shall be allowed approximately midway of each shift. Lunch period may not be used at the end of the work day.
1. No employee shall be required to work without being paid. Employees are expected to start work when their regular workday begins and leave work when their regular workday ends. Employees are prohibited from working beyond their regular workday unless there is a pre-approved arrangement agreed to by the supervisor and the employee, the employee is dealing with a health and safety issue, or the employee is working directly with a student(s) or with a family member(s). In such cases where an employee is not able to leave work, the employee should notify their supervisor as soon as possible. Time worked will be compensated by either Flextime or pay.
 2. All DISTRICT employees must attend all state and federal mandated service trainings.

If this training is offered during the employee's regular work day, the employee will be compensated at their regular rate, if the employee chooses to attend training offered outside the regular work day, the employee will not be compensated.
 3. Any other district-initiated required in-service training or meetings attended by employees outside their regular work day will be compensated at their regular rate of pay for actual hours in attendance.
 4. Full time employees shall be allotted two breaks per day of 15 minutes. Employees working four (4) hours per day are entitled to one (1) break period. Breaks may not be used in conjunction with lunch or at the end of the day. Break time is considered a break from duties and is inclusive of travel time to and from work/break location. Principals and Directors will ensure that employees receive their allotted breaks daily even if duties are requested to be performed during scheduled duty-free breaks.
- B. Regular Work Week: The regular work week consists of five (5) consecutive regular work days.
- C. Day or Week: Day or week means workday or workweek unless otherwise Specified.
- D. Call-Out Time: Any employee who works a regular work day who is called out

or back to work after the employee has left for the day shall be paid for actual time worked at one and one-half (1½) times the normal rate. The employee who is called out or back shall be given a minimum of two (2) hours pay.

- E. Overtime: Overtime shall be used only for projects where there is unusual or extraordinary need and must be approved by the supervisor. Time worked in excess of 40 hours in any regular work week shall be compensated by pay at one and one-half (1½) times the regular hourly pay rate. Overtime must be submitted to the Business Office within 30 days from the date that the overtime was incurred.

Work performed on holidays shall be compensated at two (2) times the regular hourly pay rate for hours worked. The employee shall also receive holiday pay for the balance of the day for which no work was performed.

- F. Flextime: Alternate regular work day hours. This shall be used only for projects where there is unusual or extraordinary need, to also include Parent Teacher Conferences, and must be approved by the supervisor. Flextime will not exceed regular work week hours.

- G. Stand-by Time: Employees on standby shall receive \$2.00 per hour. Standby time is a period of time in addition to normal work time during which the employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be in standby status unless he/she has previously been informed by his/her supervisor of the assignment.

1. An employee shall not receive standby pay for hours actually worked or for hours reimbursed by a call-back minimum.
2. If an employee who was called back to work and has completed his/her assignment and left work, is again called back to work, he/she will not receive another minimum if the duration of the return is within the previous two (2) hour minimum.
3. Standby duty requires the employee so assigned to:
 - a. Be available for the DISTRICT to contact at all hours;
 - b. Respond immediately to calls for his/her service; and
 - c. Refrain from activities which might impair his/her ability to properly perform assigned duties if called out.

- H. Substitute Employee: An employee hired to fill in for an employee for no more than ninety (90) consecutive workdays. A substitute employee shall be paid at a rate determined by the DISTRICT, and shall not be entitled to any rights or benefits provided by any Section of this agreement.

- I. Temporary Position: A position with a duration less than seventy-five (75)

consecutive workdays, only occurring in one school year. A temporary position will not need to follow Article 19 b step 1 for hiring. The district will notify SESPA of any newly created temporary position and the projected duration of the position.

- J. Temporary Employee: Temporary Employees are paid at Probationary wage.
1. An employee who is hired to fill a temporary position for no more than seventy-five (75) consecutive work days.
 2. An employee who is hired to fill in for a permanent or probationary employee for more than ninety (90) consecutive work days but no more than one (1) year. A temporary employee which is hired for more than 90 consecutive workdays is entitled to the same holiday and half of the sick leave benefits to which a permanent employee would be entitled, but is not entitled to any other rights or benefits provided by any Article of this agreement.
 3. A temporary employee for 90 or less consecutive work days is not entitled to any rights or benefits provided by any Article of this agreement.
- K. Permanent Position: Permanent position shall be defined as an authorized position with no predetermined termination date, or a predetermined termination date with a duration more than seventy-five (75) consecutive work days. Permanent positions shall be subject to all provision of the negotiated agreement.
- L. Probationary Employee: An employee who is hired for a permanent full-time or part-time position shall be employed on a probationary basis for the first 90 days of actual work by the employee. A probationary employee may be laid off or discharged by the District at its sole discretion without violation of this Agreement and without recourse to the grievance procedure.
- M. Permanent Employee: An employee who has successfully completed his/her probationary period.
- A permanent full-time employee works a minimum of 32.5 hours per week
 - A permanent part-time employee works less than 32.5 hours per week.
- N. Superintendent: Superintendent of Schools or designee.
- O. School Year: The range of days that employees are expected to work, as identified on the board approved school year calendar regardless of whether or not students are present.
- P. Consecutive Work Days: Consecutive work days are identified by the approved

DISTRICT calendar.

- Q. Seniority: Seniority shall mean an employee's length of continuous service with the DISTRICT within the bargaining unit, measured in calendar days from the first day the employee actually worked for the DISTRICT on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the tie shall be broken by a drawing by lot. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 8 of this Agreement at which time the employee shall possess seniority as defined. Seniority shall be applicable only as expressly provided in the Agreement. Approved leaves do not constitute a break in service.

The seniority of an employee shall terminate if that employee: (a) is laid off for a period of more than thirty (30) months; (b) resigns from his/her position; (c) is discharged for just cause.

- R. Immediate Family: Immediate family is defined as parent, grandparent, parent-in-law, sibling, spouse, child, foster child(ren), and grandchild(ren). Upon request to the Superintendent this could include aunt, uncle, brother-in-law, sister-in-law and/or person with whom one has had an equivalent association.

ARTICLE 7 – HOLIDAYS

The following days shall be recognized as holidays with pay for all permanent and probationary employees who are in pay status before each holiday:

New Year's Day	- January 1
Spring Break*	- 2 Days
Memorial Day	- Last Monday in May
Fourth of July	- July 4
Labor Day	- First Monday in September
Thanksgiving Day	- Fourth Thursday in November - Friday Following Thanksgiving
Christmas Eve Day	- December 24
Christmas Day	- December 25
New Year's Eve Day	- December 31

If the Fourth of July, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day falls on a Saturday or Sunday, the preceding Friday or the following Monday will be holidays.

* Spring Break. Whenever Spring/Easter break occurs, 2 of the days will be considered as holidays.

Any other holidays granted by the Board will be paid in accordance with this Article.

Alaska Day and on the day preceding a school holiday the classified personnel's day shall end when all students are scheduled to vacate the building site exclusive of supervised after school activities. Maintenance personnel's day shall end when Baranof Elementary releases.

ARTICLE 8 -SALARY AND BENEFITS

A. Placement on the Salary Schedule

1. Each employee will be paid at the hourly rate indicated on the salary schedule found in Appendix A that is appropriate to the employee's designated job title and step placement.
 - Annual longevity bonus: Employees with 21 or more years of continued employment will receive an additional \$750.00 at the end of the school year or fiscal year for 12-month employees.
2. Each employee will be placed on the step of his/her salary according to the following guidelines:
 - a. New employees shall be regarded as probationary employees for their first ninety (90) days of actual work.
 - b. At the end of 90 workdays of successful employment, as evidenced by the two (2) evaluations indicated in Article 21, the employee will be advanced to Step 1.
 - c. When an employee transfers/bumps to a new job title with a higher pay range, she/he will be placed on the salary schedule at a step agreed upon, but no higher than at the step of their DISTRICT experience with a maximum of ten (10) years and a minimum of ½ their DISTRICT experience. Any placement between the minimum and maximum requirement of the above language is solely at the discretion of the superintendent and is/are not subject to grievance rights.

If the employee has moved to a different title with a lower pay range on (1) a voluntary basis or (2) an involuntary basis due to job performance reasons, s/he will be placed at the same step as the previous position, with a lower rate of pay.

If the employee has moved to a different title with a lower pay range on an involuntary basis due to elimination of position, she/he will be placed at the step closest to, but not more than, the pay in the higher range.

In the event that the DISTRICT assigns or directs an employee to perform duties regularly performed by an employee with a classification having a higher rate of pay, the assigned employee shall be paid at the higher rate of classification when the job is performed more than three (3) consecutive days.

d. Break in Service

When an employee is rehired by the DISTRICT within 2 years of most recent termination date, the DISTRICT may opt to place them on the salary schedule at a step agreed upon, but no higher than at the step of their DISTRICT experience with a maximum of ten (10) years and a minimum of ½ their DISTRICT experience. Any placement between the minimum and maximum requirement of the above language is solely at the discretion of the superintendent and is/are not subject to grievance rights. If a certified DISTRICT Employee moves into the classified unit, the DISTRICT may move them to the step of their DISTRICT experience.

e. Thereafter, on each July 1st the employee will be advanced to the next higher step in which she/he is placed.

- For the 2019-2020 school year, the 2018-2019 base salary schedule will be adjusted .5% per cell.
- For the 2020-2021 school year, the 2019-2020 base salary schedule will be adjusted by 1.5% per cell.
- For the 2021-2022 school year, the 2020-2021 base salary schedule will be adjusted 1.25% per cell.

The Nurse and Electrician Salary Schedule is as follows:

Probation \$29.50, Years 1-4 \$32, Years 5-9 \$34, Years 10-14 \$36, Years 15+ \$38.

B. Health Insurance

The DISTRICT will provide health insurance coverage for each full-time employee working 32.5 or more hours per week. Placement for coverage will be according to the lowest applicable dependent family status. However, nothing shall be construed as prohibiting the movement of employees to a higher or lower classification as family status changes. Employees whose family status increases will be allowed to move to a higher cost classification without penalty and employees whose family status decreases must move to coverage commensurate with their changed family status.

Coverage under this section is that level of benefits comparable to those provided during the 1996-97 school year. Before the DISTRICT makes any significant change in benefits, the proposed change will be submitted for review by a seven (7) member committee comprised of two (2) SEA members, two (2) SESPAs members,

two (2) DISTRICT administrators, and one (1) or more administrators mutually agreed upon by the six (6) other members. The committee's review will occur in a timely manner. Its recommendation, if any, will be considered by the DISTRICT when a decision is made regarding the proposed change. The committee may also meet from time to time and make recommendations concerning health insurance issues.

Health Insurance premium cost increases shall be shared on a 5%/95% basis between the employee and the DISTRICT.

The DISTRICT will not pay the insurance premium for a spouse or dependent if the spouse or dependent is employed by the DISTRICT and is eligible to receive this benefit.

The Board herewith agrees to continue its program of term life insurance of fifty thousand dollars (\$50,000.00) per covered member, with an equivalent amount available in the event of accidental death or dismemberment. Other family members may be added at the employee's expense.

Surplus of Self-Funded Health Insurance Premiums:

If the District elects to self-fund our health insurance, the District will calculate a final cost of the insurance plan for the previous fiscal year, which shall include all participants in the plan for that year. Using data from the previous year, the School Board will set a self-funded health insurance reserve amount of the fund balance. To the extent, if any, there is a surplus of premiums paid in excess of costs that are above the reserve level set by the Board, then each employee participant will be refunded on or before December 31st, an amount of the surplus that is directly proportional to the amount that the employee participant paid in premiums during the previous fiscal year (compared to the District's contribution to premium).

C. Part-time employees: Part-time employees working at least 20 hours per week will be eligible to enroll in the DISTRICT's group health plan. Insurance premium paid by the employee will be pro-rated to % of hours worked in their job classification. Part-time employees may choose to opt out of the health plan

D. Work-Related Injuries
Worker's Compensation will be paid, subject to the following conditions and procedures:

The classified employee must be unable to perform assigned duties as a result of an injury arising out of the and in the course of employment with the DISTRICT.

The classified employee must qualify for Workers' Compensation benefits.

1. Upon notification to either party that Workers' Compensation benefits are payable, the classified employee's absence will be charged to accumulated sick leave as provided below. After sick leave has been exhausted, vacation, or term leave may be used. The first three days of lost time due to an occupational disability (injury) which is covered by Workers' Compensation are only compensable through Workers' Compensation benefits if the total number of days for which Workers' compensation benefits are paid exceeds 28 paid days.
 - a. Once all available forms of a paid leave has been exhausted (sick leave, vacation leave, and FMLA) the DISTRICT will cease providing the benefits specified in this section, although an employee may continue to use unpaid leave such as FMLA or AFLA until exhausted.
2. If an employee is not eligible to receive Workers' Compensation benefits for the first three days of an injury that is covered by Workers' Compensation, a full day of sick leave shall be deducted for each day of leave taken for the first three days. Beyond the first three days (and including the first three days if leave exceeds 28 days) one-third sick day leave will be deducted for each day of leave taken and the following process will be instituted:
 - a. Wages will reflect a reduction of 65% of gross wages; one-third sick leave day will be deducted per day; compensated payroll withholdings will be based on the portion of the wages that the DISTRICT continues to pay; and the employee's Workers' Compensation check stub or a copy of the employee's Workers' Compensation check will be submitted by the classified employee to the District Office.
3. The classified employee shall cooperate with the DISTRICT in the preparation and submission of any necessary or required forms, including any disability retirement application. Upon retirement, the DISTRICT's obligations cease.
4. The classified employee shall be willing to be examined by a panel of doctors agreed upon by the DISTRICT and SESPA, to abide by the findings thereof in regard to a disability.
5. At no time will the classified employee be entitled to receive more than his or her normal wages while on leave for an injury for which the employee is receiving Workers' Compensation benefits.

ARTICLE 9 - PAYROLL PROCEDURES

- A. Each employee will be paid twice monthly, on the fifteenth and the last working day of the month. If pay day falls on a holiday or week-end, the preceding regular work day shall be the pay day.
- B. The following specific items will be subject to payroll deductions provided authorization is given by the employee on forms provided by the DISTRICT. Changes during the school year for payroll deductions shall be limited to four (4) by any one employee.
1. Retroactive retirement.
 2. Health, life, and accident insurance for dependents of employees. The carriers providing health, life and accident insurance for the DISTRICT will be the only companies involved.
 3. Assignment of banks, savings or loan institutions or annuities, individual retirement accounts, deferred compensation plans and savings plans.

The DISTRICT shall, after having received written approval from the employee, forward the designated amount to the appropriate institutions within one week following payday. The DISTRICT shall be held harmless for any and all delays in the amount reaching the designated institutions.

The DISTRICT agrees that each employee shall be allowed to participate in the Sitka School District 403b Retirement Plan.

C. **Association dues**

Association/Local dues will be deducted from the employee's salary in sixteen (16) equal installments starting with the September salary and ending with the second pay period in April. Deductions shall commence within 30 days of the employee's authorization.

SESPA shall annually inform the DISTRICT by September 1st of the appropriate amount of annual dues for an employee.

Deductions will be transmitted to SESPA within five working days following the deduction. Along with each month's transmittal the DISTRICT will furnish SESPA with an alphabetized list showing the names of all employees from whose pay the Association dues have been deducted and the amount deducted for these employees.

ARTICLE 10 - RETIREMENT

The DISTRICT will participate in the Alaska Public Employees Retirement System (PERS) with all employees who are eligible to participate in the System doing so.

Upon retirement with the State of Alaska an employee will be reimbursed at a rate of \$5.00 per hour for each hour of sick leave accrued. This sick leave cash out is not eligible to be added to the highest years' salary per PERS regulations. In the event that PERS creates a different incentive program the DISTRICT will be relieved of the \$5.00 per hour obligation.

In the event that a retirement incentive program is activated under PERS, the DISTRICT, upon request, will meet with SESPA to discuss participation in it.

ARTICLE 11 - RESIGNATIONS AND FINAL PAY

- A. An employee is required to give at least two (2) weeks' notice of resignation unless the DISTRICT waives the requirement. Resignations shall be in writing and submitted to the Supervisor. The final pay will be made at the next pay run after the last day of employment.

- B. Employees who are terminated shall be paid within three (3) working days after the termination.

ARTICLE 12 – LAYOFF

- A. The term “layoff” or “reduction in force” as used herein refers to action by the DISTRICT to reduce the number of employees due only to program changes, shortage of work, and/or financial necessity. The terms of this article do not refer to decisions to discharge an employee for other causes. The intent of this article is to cause the least deviation from the present assignment of personnel.

If the need for a layoff exists, any employees who are laid off shall be done so in accordance with the procedures of this article.

1. Job Classifications for purpose of this Article will include:
 - a. Paraprofessional, which will include Paraprofessional, Special Education Paraprofessional, Sign 1, and Braille 1.
 - b. Secretary/Registrar/Federal Grants Secretary and High School Accounting Secretary.
2. A job title other than in Section A (1) above will constitute a separate job classification.

- B. Determination of layoffs. The DISTRICT will determine the timing of layoffs, the number of employees to be laid off, and which job classifications will be affected.

- C. Temporary, probationary and substitute employees will be laid off before any permanent employee within in the same job classification is laid off, provided that there is a permanent employee who is qualified for the job as determined by the DISTRICT.

- D. Layoffs. When the DISTRICT has determined that a layoff is necessary, the DISTRICT shall meet with SESPA to discuss the contemplated layoff. The objective of the meeting will include:

1. discussing the circumstances leading to the layoff.
2. provide for discussion of alternatives, including transfer and reassignment, reduction of hours, and other possible alternatives which might help avoid and/or limit the extent of the layoff.

If, subsequent to the above meeting, the DISTRICT determines that one (1) or more full- time and/or part-time position(s) in a job classification shall be laid off, the DISTRICT will lay off the least senior employee(s) in that job classification. In implementing such layoff, a reduction in hours of the next least senior

employee may occur as is necessary for the DISTRICT to achieve the total reduction of positions. The DISTRICT shall give affected employee(s) at least two (2) weeks' notice of layoff under this section.

Such layoff may result in the DISTRICT reassigning or transferring personnel as appropriate pursuant to Article 19.

E. Bumping. An employee laid off pursuant to Section E of this Article may, within five (5) working days of receipt of official notice of impending layoff, bump the employee with the least seniority in a job classification if the bumping employee

- has more seniority than the employee he/she will bump;
- has previously and satisfactorily worked in that job classification in the DISTRICT for at least one (1) year; and
- is qualified to perform the functions of an employee in such a job classification.

An employee may not bump into a job classification from which the employee was involuntarily removed due to job performance and/or disciplinary reasons.

F. Recall

1. Order of recall. If, after having first complied with the provisions of Article 19 (excluding B.3. External), the DISTRICT determines to fill a vacancy in a job classification from which employees are laid off, the DISTRICT shall attempt to fill the vacancy by recalling employees in the following order:
 - a. employees laid off from the job classification in which the vacancy exists, in the reverse order of layoff;
 - b. employees laid off from other job classifications and who previously and satisfactorily worked in the DISTRICT in the job classification for which the vacancy exists for at least one (1) year, in order of seniority.

An employee who refuses a recall for an equivalent full or part-time position that the employee held prior to being laid off, forfeits all rights of recall, seniority, and employment relationship with the DISTRICT.

2. Notice of recall: The DISTRICT will forward notice of recall by certified mail or hand delivery to the last known address of the employee reflected on DISTRICT records. It is the employee's responsibility to keep the DISTRICT informed of his/her current mailing address. The employee must, within seven (7) calendar days of delivery or attempted delivery of

the notice of recall, notify the DISTRICT of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. If the employee has accepted other employment and must give notice to that employer before terminating such employment and informs the DISTRICT of that fact at the time of notifying the DISTRICT of his/her intent to return to work, the date of return to work shall be extended for a period not to exceed two (2) weeks from the date specified in the notice of recall.

3. Termination of recall rights: The right to be recalled, seniority, and the employment relationship with the DISTRICT, shall terminate if the employee is laid off in excess of thirty (30) months.
- G. Restoration of benefits: Benefits, including seniority, accrued by a laid off employee shall not accumulate during a period of layoff, but shall be retained and restored to an employee upon the employee's recall.
- H. The DISTRICT will continue for three (3) months from the effective day of the layoff to pay the premium for health benefits for a laid off employee only to the extent the employee was insured prior to layoff. If the laid off employee secures other employment and receives health benefits from that employment comparable to that which the District provided to him/her, the employee shall notify the DISTRICT and the DISTRICT's obligation shall cease as of the date of the new coverage.
- I. An employee who is laid off will receive severance pay in an amount equal to two (2) normal work week's compensation. Additionally, the employee will be paid for any accrued accumulated annual leave.

ARTICLE 13 - PHYSICAL EXAMS

- A. The DISTRICT will reimburse, upon documentation of the expenses, an employee for the cost of each medical examination required by the District. (other than pre-employment medical examination and Worker's Compensation) up to \$150.00 per examination.

- B. If the medical examination must be undertaken during work hours, the employee may use sick leave.

ARTICLE 14 - MILEAGE REIMBURSEMENT

Employees using their own vehicles on DISTRICT business will be reimbursed at a rate that is based on the Federal government rate as of July 1st each year. To receive reimbursement, employees must have permission of their supervisor to use their own vehicle.

ARTICLE 15 – VACATION

A. Full-Time Employees

Vacation time may not be taken prior to one (1) year of continuous satisfactory service, but after one (1) year of employment, vacation time shall accrue retroactive to date of employment.

Employees working full-time shall accrue vacation time according to the following schedule:

Employees with 0 through 3 years of service:

<u>Months Worked</u>	<u>Daily Rate</u>
12 months	.0577/day

Employees with 4 through 7 years of service:

<u>Months Worked</u>	<u>Daily Rate</u>
12 months	.0808/day

Employees with 8 or more years of service:

<u>Months Worked</u>	<u>Daily Rate</u>
9 months	.1008/day
10 months	.1011/day
12 months	.1039/day

No 9-month employee hired on or after July 1, 1998 shall be eligible for vacation accrual as above.

No 10-month employee hired on or after July 1, 2004 shall be eligible for vacation accrual as above.

Those employees not eligible for vacation accrual above shall receive 5 days of non-cumulative term leave annually. Employees with five (5) or more years of service will receive two (2) additional days of term leave to be paid during Spring Break. In the event that there is no Spring Break, these days will be paid during Winter Break. Term leave may not be taken prior to one (1) continuous satisfactory year of service. Full and part time term employees are encouraged to take their term leave during vacation/holiday periods reflected on the school calendar. This is intended to lessen any adverse influence on instructional programs. Any remaining days, if unused, will be cashed out at the employee’s regular daily rate at year end. Use of term leave shall be authorized by the supervisor and is subject to approval by the Superintendent. No term leave days may be used during the first or last week of the school year. Upon

termination, the employees will be paid for term leave proportionate to the time worked that fiscal year.

B. Part-Time Employees

Part-time employees shall accrue vacation, or, if eligible, term leave on a ratio of the hours worked by full time employees in their job classification.

C. While on Leave Without Pay Status

Vacation does not accrue while an employee is on leave without pay.

D. Saturdays, Sundays and Holidays

Only regular work days are counted as vacation days.

E. Vacation Pay in Advance

Employees may receive vacation pay in advance if the employee makes a written request to the DISTRICT at least two (2) weeks in advance of a scheduled vacation. Advance pay may not exceed the amount of vacation time actually taken.

F. Supervisor to Authorize

Vacation time shall be authorized by the supervisor and is subject to approval by the Superintendent. Full-time and part-time employees working less than twelve (12) months, are encouraged to take their vacations during summer months or periods during which students are absent from the DISTRICT. This is intended to lessen any adverse influence on the instructional program. Employees in the above status may elect, however, to take up to five (5) days accrued vacation leave with associated pay during the school year with prior approval of the immediate supervisor and the Superintendent.

G. At Expiration of Sick Leave

Vacation time may be taken due to illness or off-duty injury of an employee upon expiration of accumulated sick leave.

H. Termination

Accrued vacation leave will be paid to employees who voluntarily or involuntarily terminate, based on salary at date of termination. Employees who terminate prior to completing their first year of employment will forfeit all accrued vacation leave.

I. Accumulation Limit

Vacation may be accrued by twelve-month employees only to twice the employee's current annual accrual. Once the accrual limit is reached, no additional days will be accrued by the employee until the vacation balance is decreased.

J. Pay in Lieu of Time Off

There shall be no pay in lieu of earned vacation except upon termination of an employee. However, those employees working less than twelve (12) months receive their accrued vacation prior to winter break if the employee requests it in writing at least two (2) weeks prior to winter break. The balance of accrued vacation for employees working less than 12 months will be paid off at his/her jobs current hourly rate at the end of the school year.

ARTICLE 16 – LEAVES

A. Sick Leave

1. Each employee accrues, without limit, for each month of employment, one and one third days of paid sick leave.
2. A part-time employee will accrue sick leave in proportion to the percentage of a full-time position in their job classification.
3. Sick leave accrues while on leave with pay status, but not leave without pay status.
4. An employee may use sick leave for matters related to his/her own personal health and to attend to members of the immediate family who: are ill; require hospitalization or outside consultation; or, if a dependent is unexpectedly without day care.
5. Sick leave may be used for medical, dental and other health service (referred by a qualified physician) appointments if such appointments cannot be scheduled outside normal work hours.
6. In case of a medical emergency in which the needed medical services are not locally available, reasonable travel time which occurs during the employee's work time to the nearest competent medical service shall also be allowed as sick leave.
7. Sick leave may be used in the event of a death or imminent death in an employee's immediate family.
8. An employee absent on sick leave will notify his/her immediate supervisor of such absence as early as possible in advance of the normal time for reporting for duty but, unless not otherwise possible, at least one hour prior to that reporting time.
9. If more than three consecutive days of sick leave are used, a doctor's verification of such need for the employee's absence may be required.

B. Court Leave

1. An employee who is called to serve as a juror or subpoenaed as a witness in a cause other than the employee's own shall be entitled to court leave. To receive the leave the employee must present the subpoena or summons to jury duty.

2. Salary will be paid to an employee while on court leave providing the employee provides appropriate proof of attendance in court. The employee, however, shall demand and turn over to the DISTRICT all fees the employee is entitled to for service as a juror or witness.

C. Military Leave

1. Active Duty

Employees shall be entitled to military leave of absences without pay to serve in the Armed Forces of the United States and shall be entitled to reemployment.

2. Reserve Duty Training

An employee of the DISTRICT who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence when ordered to training duty, as distinguished from active duty, with troops or at field exercises or for instruction. The leave of absence may not exceed fifteen (15) working days in any one (1) anniversary year. Military leave for reserve training purposes shall be without pay.

3. Filling a Vacancy

Normally the position made vacant by military leave will be filled by temporary appointment. However, when it is clear that the leave will be for more than one half of the employee's work year, the position will be filled by a permanent appointment.

D. Civic Leave

Employees who assume community civic responsibilities are generally expected to utilize off-duty time. However, in the event that some activity will be required during duty time, the employee may apply to the Superintendent for release time. The application will be considered on a case by case basis.

E. Leave Without Pay

Permanent employees may be granted leave without pay at the discretion of the DISTRICT. Requests for such leave shall be submitted to the Superintendent.

F. Sick Leave Bank

1. All educational support personnel and non-certificated exempt employees shall have access to the Sick Leave Bank.

2. There is hereby established a Sick Leave Bank which shall be administered by a Sick Leave Committee. The committee shall consist of two members selected by the Association and one member selected by the Administration. It is the Committee's responsibility to approve or deny requests for Sick Leave Bank usage. The entire administration of the sick leave bank will be made by the governing committee and their decisions will be final, including the latitude to make exceptions when, in their opinion, the best interests of the member will be served.
3. Each employee enrolling in the Bank will donate one day of his/her sick leave to the bank for three (3) consecutive years. The DISTRICT will deduct this day on October 15 of each year. If the employee does not have one day to contribute they will not belong to the Bank that year, however an employee may request an extension to accrue this day. Employees will be exempt from further contributions unless the number of sick leave days contributed to the bank falls below 100 days. At that time each member will donate one (1) additional day.
4. The Business Office shall provide a statement showing current balance of Sick Leave Bank to SESPA upon request.
5. Employees may join the SESPA Sick Leave Bank during the open enrollment period of August 15 to September 30.
6. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
7. The first ten (10) working days of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick leave or leave without pay.
8. A person will not be able to withdraw days from the Bank until all of his/her own accrued sick and vacation leave have been depleted.
9. The number of Sick Leave Bank days available to a member shall be equal to twice the number of days of sick leave the member has accumulated on the 1st day of July in the affected school year, with a maximum of twenty-four (24) days per request. In the case of multiple claims, if there aren't enough days in the bank to cover the claims in full, the available days will be split evenly between claimants.
10. Persons withdrawing Sick Leave Bank days will not have to replace these days except as a regular contributing member of the bank.
11. Sick leave days can only be withdrawn from the Bank for individual

members, or immediate family members' illness or disability.

12. Requests for use of Bank days will be forwarded by the employee to the Superintendent's Administrative Assistant, and must be accompanied by a letter from the attending physician. The approval of the request shall be subject to the attending physician's supportive statement. Approved requests will then be forwarded to payroll for processing.
13. The SESPA leave form shall be used as verification of sick leave donated to the Sick Leave Bank.
14. Qualification for Membership and Use of Sick Leave Bank.
 - a. Only contributing members of the Sick Leave Bank are eligible to use it.
 - b. Members may use the Sick Leave Bank only after they have completed their probationary period in the DISTRICT. Date of hire will determine eligibility. A person may contribute to the Bank as soon as all other requirements are met.

G. Family Medical Leave

If an employee is considered an eligible employee under FMLA and/or under the Alaska Family Leave Act (AFLA), the employee will be granted a leave of absence without pay for medical or family reasons as provided in those Acts. This unpaid leave will be approved upon the occurrence of a serious health condition of the employee or to care for the employee's child, spouse, or parent who has a serious health condition, and for other reasons approved by those Acts. The DISTRICT and SESPA agree that the provision of health insurance coverage for employees on unpaid leaves for family and medical reasons pursuant to FMLA and AFLA, and all procedures governing the use of FMLA or AFLA leave, are to be interpreted and applied consistently with the legal duties and responsibilities imposed by FMLA and AFLA, and the DISTRICT's duties and responsibilities are no greater than those imposed by those Acts.

The DISTRICT will provide information at the start of the school year to each employee on the Family Medical Leave Acts.

H. Funeral Leave

Leaves of less than two (2) hours for the purpose of attending funerals, wakes, memorials, or 40-day parties, will not be charged to any leave, nor will it require a payroll reduction. A request for funeral leave will be entered into the District's leave system.

I. Bereavement Leave

Bereavement leave of two (2) days shall be granted upon a death in an employee's immediate family or of a household member. An additional three (3) days may be granted after exhausting Sick Leave and Term Leave. Request for the additional three (3) days is made to the Superintendent. The Superintendent's decision upon whether to grant, or not, the additional leave is final and not subject to grievance rights.

J. Professional Leave

Employees may be excused at the discretion of the Superintendent for professional purposes which will benefit and promote the objectives of the DISTRICT without loss of pay. A request for professional leave shall be made in writing at least two (2) work weeks before the requested leave would begin. Approval by the Superintendent, if granted, shall be in writing.

If the employee is entitled to compensation from non- DISTRICT sources for participation in the activity for which leave is granted, the employee shall notify the DISTRICT. In such circumstances, the DISTRICT may adjust the employee's compensation.

Professional leave will be extended in circumstances involving delays in public transportation.

K. Activity Leave

When an employee is a coach/referee, an official advisor, or a DISTRICT supported chaperone for a Sitka School youth participant activity during the student calendar year, she/he shall be granted activity leave in order to fulfill their obligation. Any compensation earned while on Activity Leave shall be submitted to the DISTRICT. Activity leave must be pre-approved by the Superintendent.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

The DISTRICT and SESPA encourage the professional growth of each employee. SESPA and the DISTRICT will plan appropriate professional development activities for classified employees.

The DISTRICT, when providing training that qualifies for college credit will provide a teacher of record for no cost to employees, thus creating a reduced cost for such college credit(s).

ARTICLE 18 - SAFETY CONDITIONS OF EMPLOYMENT

A. Duty of Supervisors

All supervisors shall emphasize accident prevention, including use of safety devices where needed.

B. Duty of Employee

1. Employees shall immediately report any and all accidents and unsafe conditions to the immediate supervisor and use safety precautions in performing work, including the use of appropriate safety devices.
2. It shall not be a violation of DISTRICT Policy or grounds for dismissal for an employee to refuse to work under unsafe conditions.
3. Employees working in the School buildings may be required to administer medication to students in accordance with the direction of a parent and/or physician. Any employee required to administer medicine to a student will be trained by a certified instructor or physician.

C. DISTRICT and SESPA Responsibilities

1. The DISTRICT shall comply with all state and/or federal mandated workplace safety guidelines. Any safety equipment, specialized safety tools or special clothing required to insure safe working conditions shall be provided by the DISTRICT.
2. In the case of an occupational injury to an employee, the employee's position or a comparable position shall be held for a reasonable period or until it is definitely established that the employee will be unable to return to the position.
3. If either the DISTRICT or SESPA has an issue relating to safety, either party may raise the issue and initiate a meeting to resolve the problem as expeditiously as possible.

D. Reimbursement

1. The DISTRICT shall reimburse classified personnel for costs, not covered by insurance, of replacing or repairing their dentures, eye glasses, hearing aids, or similar appurtenances which are damaged or destroyed as a result of circumstances involving the discharge of their

duties, including but not limited to physical assault by students; necessary physical force used by the classified personnel to protect self, another classified personnel, student, or parent from possible injury; and in an extraordinary case of breach of discipline to restrain a disruptive pupil. To be eligible for reimbursement, classified personnel must notify the supervisor within 48 hours of occurrence. Damage as a result of a classified personnel's negligence or carelessness as may be determined by the superintendent will not be covered by this provision. Any claim for coverage that is purposely misrepresented in any way will lead to immediate dismissal.

ARTICLE 19 - ASSIGNMENT, TRANSFER REASSIGNMENT, PROMOTION AND JOB SHARING

A. Definitions

1. Assignment/Reassignment. The specification of duties of an employee and work location at, or subsequent to, the initial date of hire. The DISTRICT is responsible for specifying the assignment.
2. Transfer. Movement of an employee from one primary work location to another or to another non-promotional job classification.
3. Work Location. Primary site where work is done or where employee regularly reports to duty. When there are multi work locations, the primary work location is specified.
4. Vacancy. A newly created position in the bargaining unit or an unfilled bargaining unit position that is available for filling.
5. Promotion. Advancement of an employee to a job classification with a higher salary range.

B. Filling of Vacancy

Step 1

In the event of a vacancy occurring during the school year, the DISTRICT will send an email to all SESPA members. The vacancy process will stay at Step 1 for five (5) work days from the date of the email. A laid-off employee in recall status will be notified by e-mail of any new vacancies. Employee's wishing to receive this notification must provide the DISTRICT with a personal e-mail address at the time of layoff. Due to mechanisms of the e-mail system these personal addresses cannot be kept confidential by the DISTRICT. If a vacancy occurs during the summer months, notices will be mailed to all permanent employees.

An employee may advise the DISTRICT in writing that the employee wishes to be considered for the vacant position, as well as any other vacancy which arises directly as a result of filling the original vacancy; for only vacancies which arise directly as a result of filling the original vacancy, the DISTRICT will not be required to email or mail a notice.

An employee may not request a position in a job classification from which the employee was involuntarily removed due to job performance within the past three (3) years.

Selection

Step 2

The selection process will occur in the following order:

1. Building Level; 2. District-Wide; and 3. External.

1. Building Level: From among employees qualified for a posted job, the DISTRICT will award the job to the most qualified employee as determined by the DISTRICT within the building site at which the vacancy occurred. Qualifications will include job performance, training and/or experience in the specific skill areas required by the position, and seniority in the DISTRICT. A laid-off employee in recall status will be considered at this level.

If application of the preceding paragraph results in two (2) or more employees having the same qualifications, the DISTRICT will award the job to the senior employee.

2. District-wide: If the DISTRICT determines that no employees are qualified for the vacant job at the building level, the DISTRICT will award the job to the most qualified employee as determined by the DISTRICT from outside of the building at which the vacancy occurred. Qualifications will include job performance, training and/or experience in the specific skill areas required by the position, and seniority in the school district. Employees meeting the stated job requirements will be granted an informal meeting, upon request, with the Administrator/Supervisor of the vacancy. If no qualified employee applies for the vacancy, the DISTRICT may fill the vacancy with an involuntary transfer according to Section E in Article 19.

If application of the preceding paragraph results in two (2) or more employees having the same qualifications, the DISTRICT will award the job to the senior employee.

3. Any hiring committees formed will include a classified staff member covered by this agreement. The employee, if possible, should hold the same job title as that of the vacancy or be in a position which will work with the employee filling the vacancy.

External: If the DISTRICT determines that no employees are qualified for the vacant job, the DISTRICT may hire from outside the DISTRICT.

C. Building Level Reassignment

If, in the absence of a vacancy, there is a need to reassign duties within the

same job classification in a building, the supervisor(s) will meet in an effort to achieve a solution that is satisfactory to affected employees. SESPA shall be notified of any reassignments.

The supervisor(s) shall give preference to qualified employees based upon seniority. At the request of an employee, the DISTRICT shall document the reassignment in the employee's file.

D. Special Education Paraprofessional Fall Assignments.

Special Education Paraprofessionals returning to the DISTRICT in the fall shall be notified no later than two weeks after the last day of school regarding their fall work location. The DISTRICT will notify the employee of any changes to their fall work location via email or by mail upon request.

E. Involuntary Transfer.

An involuntary transfer or reassignment may be made by the DISTRICT when the DISTRICT determines that such a transfer or reassignment is necessary for programmatic and/or job performance reasons. An involuntary transfer or reassignment will become final only after a meeting with the employee and his/her supervisor. The reasons for the transfer may not be either arbitrary or capricious.

An employee who is to be involuntarily transferred shall be given two weeks written notification prior to initiation of the transfer unless the DISTRICT determines that an urgent need exists for an earlier effective date. Stated notification will be given via email if the involuntary transfer is initiated during the timeframe when the employee is actively working. During the timeframe when the employee is not actively working, the notification will be given via email or by mail upon request.

F. Job Sharing

Two employees may share a single full-time job between themselves provided they and the administration reach an agreement upon the conditions covering their job-share. Such an agreement must cover, but is not necessarily limited to, such issues as division of: work time; job responsibilities, salary and benefits; and termination of the job-sharing arrangement. Upon the end of a job-sharing arrangement, each employee will return to her/his previous job classification subject to other provisions of this Agreement, provided that the dissolution of a job share shall not require the DISTRICT to lay off or involuntarily transfer permanent employees who were not job sharing. A job-sharing arrangement will be subject to review on an annual basis.

If an employee is interested in sharing a job but is not aware of another employee desiring to job share, he/she may ask his/her immediate supervisor to announce to the DISTRICT's classified staff that the possibility of a job share exists. Interested employees may contact the supervisor indicating interest. The supervisor along with the potential job-sharers will decide if the two employees are compatible. If no compatible employee is found, and the DISTRICT and the original employee are still interested in the job-sharing situation; the DISTRICT may hire someone to share the job from outside the DISTRICT.

ARTICLE 20 - NONDISCRIMINATION AND NON-REPRISAL

The DISTRICT and SESPA will not discriminate against any employee in fulfilling their obligations as provided in this bargained agreement on the basis of sexual orientation, age, marital status, change in marital status, parenthood, sex, color, race, creed, pregnancy, mental or physical disability, national origin or religion.

The DISTRICT will take no reprisal against an employee because of his/her membership in SESPA or engaging in protected Association activity.

ARTICLE 21 - EVALUATION PROCESS

- A. Except during his/her probationary period (when s/he will be evaluated twice) an employee will be evaluated at least once each school year. If all areas exceed the standard, that employee may mutually agree with the supervisor to be evaluated every other year.

- B. By definition, an evaluation minimally includes the following components.
 - 1. New (probationary) employees will have a pre-observation conference during which the evaluation process is generally reviewed. The evaluator's expectations as well as what and how she/he will be observing will be identified.

 - 2. During a post-observation conference, the evaluator will discuss what she/he has observed and concluded. A final written evaluation (completed, barring unforeseen circumstances by March 15) which will be signed by both the evaluator and employee, acknowledging receipt, but not necessarily agreement with, the written evaluation.

- C. Paragraph B above notwithstanding, a probationary employee's two evaluations will be completed no later than the mid-point and end respectively of his/her probationary period.

- D. An employee's supervisor will:
 - 1. conduct any evaluation-related conferences;

 - 2. systematically and openly gather information about the employee's performance, relying as much as possible on direct, personal observation in reaching any conclusions noted in the written evaluation;

 - 3. prepare the written evaluation; and

 - 4. in the case of paraprofessionals, use his/her own direct observations, teacher observations, and other relevant information in formulating the employee's written evaluation.

- E. Evaluative observations will be of the employee performing his/her job responsibilities. A component of each paraprofessional's evaluation will be a prearranged, direct, first-hand observation of classroom performance by the supervisor. A non-probationary employee may request a pre-observation conference.

- F. If an employee has more than one supervisor, then the evaluator will confer with the other principal(s)/director(s) to produce a single written evaluation.
- G. An employee will be evaluated on the basis of the expectations specified on the evaluation form.
- H. The source or basis of unsatisfactory evaluative conclusions or ratings will be Identified.

Those ratings or conclusions which are unsatisfactory will be further explained in terms of what was, and what should have been observed. If an employee has one (1) mark below a three (3), the supervisor may develop a plan of improvement. If an employee receives two (2) or more scores of less than three (3) a plan of improvement will be developed within five (5) days immediately following the evaluation. Supervisors are encouraged to identify the basis for exceptional ratings.

- I. If an unsatisfactory rating or conclusion noted in an employee's evaluation may lead to disciplinary action against the employee, a written plan for improvement shall be developed in consultation with the employee. The improvement plan shall at least identify:
 - 1. specifically what the employee must improve;
 - 2. the criteria for judging whether that improvement has occurred;
 - 3. the minimal level to which that improvement must attain;
 - 4. written recommendations for accomplishing the desired improvement; and
 - 5. a timeline for completing the improvement plan. Such timeline would be at least 90 calendar days and not more than 180 work days
- J. An employee may, at his/her option, submit portfolios or other similar input to his/her evaluation.
- K. When an employee is evaluated she/he will be informed that she/he has the right to review the written evaluation and comment in writing on any matter contained in it. Any employee comments regarding a written evaluation shall become a part of that evaluation.
- M. An employee's completed evaluation as well as any notes, comments, or other information used in its preparation will be kept in his/her general DISTRICT office personnel file.

- N. Unless mutually agreed otherwise between the individual employee and the DISTRICT, or in a public adjudication, no formal evaluation document or any notes, comments, or other information used in its preparation will be made public. Furthermore, any meetings or conference held in conjunction with the formation or presentation of an employee's evaluation will be held privately.

ARTICLE 22 - PERSONNEL FILES

A. Definition of File

Any regularly maintained repository of personnel information concerning an employee.

B. Maintenance of Files

District

1. General Personnel File. Contains all information pertaining to an employee's status. Also includes letters of commendation, professional licenses and permits, evaluations and personnel information including disciplinary action.
2. Application Files. Applications will be transferred to the general personnel file with the exception of pre-employment recommendations and interview rating forms which will not become a part of the general personnel file and will be destroyed.

Building Sites

3. Other Files. Files may also be maintained by the supervisor at the job site. These files are to be maintained in a secure location and are confidential. Material in these files may not be utilized for discipline unless transferred to the General Personnel File in a timely manner and in accordance with procedures outlined in this Article.

C. Confidentiality and Access to the General Personnel File

1. An individual employee or a representative of the employee designated in writing may review the file during normal business hours and may receive copies of any material in the file subject to any charges.
2. The files are confidential except to the following:
 - a. Superintendent.
 - b. District Office staff who maintain files.
 - c. District Office Administrators on a need to know basis.
 - d. District lawyers on a need to know basis.
 - e. Supervisor of the employee.

3. The file is maintained only for DISTRICT use and is not transferable.
4. The files are to be maintained in a secure location and identified by the name of the employee.

D. Placement of Materials in File

1. Routine information concerning status, evaluations and the like are placed in the file by the District Office staff.
2. Other information, including letters of commendation, may be placed in the file by the Supervisor or the Superintendent or designee. Disciplinary materials will be placed in the file in accordance with the procedures set forth in the discipline policies.
3. The employee is responsible for placing copies of job-related licenses and certifications.
4. Material placed in file shall be dated.

E. Disciplinary Information

1. Material originating within the DISTRICT and which relates to an employee's conduct, service, character, competence, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material. Anonymous material shall not be placed in the file.
2. The employee shall have the right to photocopy, answer or comment upon material filed, and his/her answer or comments shall be attached to the file copy.

F. Removal of Material

Material pertaining to employee discipline or unsatisfactory employee evaluation may be removed from the file upon the written request of the employee after three (3) years unless within the intervening period:

1. for material pertaining to discipline, there has been another event for which the DISTRICT takes disciplinary action;

-
2. for material pertaining to unsatisfactory evaluation, there has been another unsatisfactory evaluation.

ARTICLE 23 – ASSOCIATION RIGHTS

A. Association Representative

If a meeting or discussion is held to address formal written reprimands, or any meeting which may adversely affect the employee's job; such meetings or discussions will be conducted in private. The employee or supervisor has the right to be accompanied by a representative of his/her choice. Said representative may become an active participant during the meeting or discussion. If the issue is not resolved in two (2) one hour meetings, the administrator may schedule additional meetings outside the workday. Whenever possible, meetings will be held during non-instructional time.

A SESPA representative may visit employees during the work day provided such visitation does not interfere with either one's normal work responsibilities. SESPA and the DISTRICT further agree that SESPA business will normally be conducted outside the employee's work time.

B. Meetings

SESPA has the right to utilize space for meetings subject to scheduling. No charge for use of the space, but actual direct costs of use such as janitorial may be charged if clean-up is not done or damage is done.

C. Equipment

1. Telephones.

SESPA representatives may use DISTRICT telephones for SESPA business at appropriate times. Long distance charges shall be charged to a personal or SESPA credit card, to the person's telephone or made collect.

2. Copy Machines.

SESPA may make reasonable use of DISTRICT copy machines located in the District Office at appropriate times. Paper is to be provided by SESPA.

3. Facsimile (FAX) Machines.

SESPA may make reasonable use of DISTRICT FAX machines at appropriate times. Paper and long distance charges are to be paid by SESPA.

D. Bulletin Board

SESPA may post appropriate union business information in designated

space on one bulletin board in each major work location.

E. Mailboxes

SESPA may place Association communications in the individual mailboxes of represented employees. SESPA may have, if requested, a mailbox at the District Office.

F. School Board Agenda and Notification

SESPA will be provided a notification by email of upcoming board meetings with back up materials being available on the DISTRICT web site to a person designated by SESPA to receive official communications. SESPA shall annually notify the DISTRICT who shall receive official communications.

G. Association Leave

The DISTRICT shall provide up to twenty-two days (22) Association leave for SESPA members to be used at the discretion of the Association. An authorization statement from the president of the Association, which shall accompany the application for such leaves, will be sufficient justification.

H. Fair Share Fee

In the event that Janus v. American Federation of State, County and Municipal Employees, Council 31. No. 16-1466, 585 US (2018) is overturned, the DISTRICT and the Association agree to meet within ten (10) days of any such court order to determine if the modifications to said section or part of this Agreement can be made that will maintain the original intent of said section or part without being contrary to the court's determination. If the parties mutually agree that such modifications are possible, they shall enter into negotiations for that purpose. (Reference: The 2016-2019 negotiated agreement has the previous complete Fair Share language.)

I. Separability

If any portion of this section, or a similar provision in place for another bargaining unit in the State of Alaska, is invalidated or called into question by a decision of the Alaska Supreme Court, a federal court for the District of Alaska, the federal Circuit Court of Appeals for the Ninth Circuit or the United States Supreme Court, then that portion of this section shall not be enforceable. The parties shall meet as promptly as is reasonably feasible to negotiate a replacement for an invalidated or questioned provision.

J. Association Membership

The DISTRICT shall not differentiate between employees on the basis of

SESPA membership. When requested, the DISTRICT will furnish SESPA with a list showing the names of all employees who are eligible for membership as defined in Article 1. The request can be made no more than monthly between the months of September to April.

K. Indemnification and Notification

SESPA and NEA-Alaska agree to defend, indemnify and hold the DISTRICT harmless against any and all claims, liability, losses and expenses which may arise by reason of any action taken by the DISTRICT in complying with the provisions of this Article. It is expressly understood that this indemnification will not apply to any claim, demand, suit or other form of liability which may arise as a result of negligence or willful misconduct by the DISTRICT.

The DISTRICT agrees to promptly notify SESPA in writing of any claim, demand, suit or other form of liability regarding implementation of the provisions of this Article and, if SESPA so requests in writing, to surrender to SESPA full responsibility for the defense of such claim, demand, suit or other form of liability.

ARTICLE 24 - GRIEVANCE PROCEDURE

A. Purpose

To provide an orderly process to resolve issues related to the agreement and others as agreed by the parties. The parties agree that it is desirable to resolve issues as early in the process as possible.

B. Definition of Grievance

There are three types of grievances subject to these procedures:

1. Contract Grievance. A contract grievance is an allegation that the DISTRICT has violated, misapplied or misinterpreted a specific provision of this agreement.
2. Permissive Grievance. A permissive grievance is an alleged violation, misapplication or misinterpretation of a statute, administrative regulation or board policy. The grievance procedure will only be used for such allegation when the DISTRICT and SESPA mutually agree to use the procedure. In each instance, the parties will decide what effect an arbitration award (e.g., binding or advisory) will have as a part of agreeing to use this procedure.
3. Disciplinary Grievance. Permanent employees will be dismissed only for just cause. Grievances concerning dismissal actions involving permanent employees are arbitrable.

C. Definition of Grievant

1. An individual member of the bargaining unit or SESPA on behalf of an identified member with the member's consent.
2. SESPA on behalf of several bargaining unit members with identical or similar grievances.
3. SESPA when the grievance concerns a provision of the agreement Affecting SESPA as an organization.

D. Observation of Timelines

Timelines set forth in this procedure are to be strictly observed. The parties, however, may mutually agree to extend timelines.

A "day" for purposes of this procedure is a day the District Office is open for business.

E. Timelines of Grievance

To be effective, a grievance must be submitted in writing on a form mutually acceptable to the DISTRICT and SESPA at the first formal step of the procedure within thirty (30) calendar days from the time the grievant knew or reasonably should have known of the events giving rise to the grievance.

F. Informal Resolution

Prior to filing a formal grievance, a grievant is encouraged to attempt an informal resolution of the issue with the supervisor or other administrator with responsibility for the issue at the lowest level. Resolution reached by the informal process will not constitute a precedent.

G. Contents of Grievance Filing

The grievant shall specify the specific language of the agreement that is alleged to have been violated, misapplied or misinterpreted and the remedy desired. In addition, the grievant shall briefly state in clear, plain language the facts that led the grievant to believe that a specific provision has been violated, misapplied or misinterpreted.

H. Grievance Step One

A grievance is normally filed at Step One with the immediate supervisor of the grievant.

In cases, however, when the immediate supervisor is not responsible for the event giving rise to the grievance and does not have the responsibility for providing a remedy, the grievance may be filed at Step Two. The DISTRICT, however, has the right to return the grievance to Step One for initial consideration provided that the grievance will be considered to have been filed at the time it was filed at Step Two.

As part of the Step One procedure, the grievant and supervisor shall schedule a conference to discuss the grievance and attempt to reach a resolution. This conference shall be scheduled within five (5) days of the filing and held within the next five (5) days following the scheduling. After the conference, the supervisor has five (5) days to respond to the grievance in writing. The grievant has five (5) days from receipt of the response to appeal to Step Two.

I. Grievance Step Two

Grievance Step Two is the Superintendent or designee. An appeal to Step Two

must specify the basis for appeal. As part of the Step Two procedure, the grievant and the superintendent or designee shall schedule a conference to discuss the grievance and attempt to reach a resolution. This conference shall be scheduled within five (5) days of filing and held within the next five (5) days following the scheduling. After the conference, the Superintendent or designee has five (5) days to respond to the grievance in writing.

If the grievant is dissatisfied with the decision at Step Two and wishes to proceed further, the grievant must submit the issue for Board Review. The grievant must request the review within five (5) days of the date the grievance response at Step Two is received by the grievant.

J. Board Review

A request for Board Review shall be submitted by the grievant to the Superintendent who will schedule the grievance for Board consideration. Prior to the Board review, the DISTRICT and SESPAs and/or the grievant will meet to attempt a resolution.

At the Board meeting, the grievant may present to the Board pertinent information concerning the grievance and the grievant's rationale for resolving the grievance. The grievant may determine whether the presentation is in open or closed session.

Once the Board has heard the presentation, it may consider the matter in closed Session and make a decision about how the DISTRICT will proceed in this matter. The decision shall be communicated to the grievant along with the Board's rationale within five (5) days of the meeting.

The Board may ask for further information on the grievance. In such a case, the timeline for response will be delayed to a time mutually agreed upon.

K. Arbitration

If the grievant is dissatisfied with the Board's decision, she/he may request that SESPAs submit the grievance to binding arbitration. The submission, by SESPAs, shall be in writing to the Superintendent and must be made within ten (10) days of receipt of the Board's determination.

Within five (5) days of the submission, SESPAs and the DISTRICT shall meet in an effort to select a mutually acceptable arbitrator. If the parties do not mutually agree upon an arbitrator, selection of one will be accomplished by requesting a list of seven (7) names from the American Arbitration Association and then by alternately striking names narrowing the list to a person to serve as the arbitrator. The arbitration, with the exception of the arbitrator selection, shall be conducted in accordance with and under the voluntary labor arbitration rules of the American Arbitration Association.

Once the arbitrator has been selected, the parties will submit the name to the American Arbitration Association for the purpose of administering the arbitration.

The costs associated with selection and payment of the arbitration will be shared equally by the parties. Each party will pay its own costs.

The arbitrator will be guided by the rules of the American Arbitration Association including those concerning expedited proceedings. The arbitrator will have no power to amend, vary or depart from the terms of the agreement. The arbitrator's decision shall be in writing, shall include specific findings with rationale for the findings unless the parties mutually agree otherwise.

The arbitrator shall submit a binding award within the time frames agreed to by the parties at the time of the arbitration. The award and decision shall be mailed to each party.

L. General Provisions

1. An individual has the right to process a grievance up to arbitration without the assistance of SESPA; however, only SESPA has the right to arbitrate. A grievant has a right to SESPA representation at each step of the grievance procedure.
2. The grievance process is confidential. Grievance files shall be separately maintained and do not become part of the grievant's personnel file except for a disciplinary grievance.
3. An offer of settlement at any point in the procedure will not be admissible as evidence of wrongdoing in an arbitration.
4. No reprisals will be taken against an employee because of his/her filing or involvement in the processing of a grievance.
5. If a grievance hearing is scheduled during work time, no employee, who is pertinent to the grievance, will experience a loss of pay or benefits for attending.
6. The Grievant has the right to make a presentation in support of the grievance at each conference specified in the agreement.
7. SESPA will be advised of all grievance settlements reached beyond the informal level and of all Step Two and Board review decisions.

SIGNATURE PAGE


The undersigned representatives of the Sitka School District and the Sitka Educational Support Personnel Association hereby agree to the provisions set forth in this Negotiated Agreement.

FOR THE BOARD

FOR SESPA



Dr. Jennifer McNichol
President
Sitka School Board



Ryan Haug
President
SESPA

6/19/19

Date

6-20-19

Date



Eric Van Cise
Clerk
Sitka School Board



Seth Charlton
Treasurer
SESPA

6/19/19

Date

6-21-19

Date

FY2019-2020 SESPA Salary Schedule

	VAN DRIVER	SECRETARY SPED PARA BRAILLE SPECIALIST I SIGNING SPECIALIST I	MAINTENANCE WORKER	FEDERAL PROGRAMS SECRETARY HIGH SCHOOL ACCOUNTING SECRETARY IT TECHNICAL ASSISTANT REGISTRAR	SPORTS COORDINATOR MAINTENANCE TECHNICIAN BRAILLE SPECIALIST II SIGNING SPECIALIST II AMERICORPS COORDINATOR SPEECH LANGUAGE PATHOLOGIST ASSISTANT	CARPENTER BOILER OPERATOR POOL COORDINATOR VENTURES COORDINATOR
PROBATION	14.83	17.41	17.88	19.23	20.47	23.56
STEP 1	16.48	19.34	19.87	21.37	22.74	26.18
STEP 2	16.76	19.68	20.23	21.75	23.15	26.67
STEP 3	17.06	20.03	20.58	22.15	23.57	27.15
STEP 4	17.37	20.39	20.96	22.55	24.00	27.64
STEP 5	17.69	20.77	21.34	22.95	24.43	28.15
STEP 6	17.97	21.14	21.72	23.38	24.89	28.67
STEP 7	18.32	21.52	22.11	23.81	25.35	29.21
STEP 8	18.61	21.91	22.52	24.24	25.81	29.75
STEP 9	18.96	22.31	22.92	24.68	26.28	30.31
STEP 10	19.31	22.70	23.34	25.13	26.76	30.88
STEP 12	19.45	22.87	23.52	25.31	26.96	31.11
STEP 15	19.65	23.14	23.77	25.59	27.27	31.47
STEP 20	20.00	23.55	24.20	26.06	27.78	32.06

Nurse & Electrician Salary Schedule

Years	Salary per hour
Probation	29.50
1-4	32.00
5-9	34.00
10-14	36.00
15+	38.00

FY2020-2021 SESPA Salary Schedule

	VAN DRIVER	SECRETARY SPED PARA BRAILLE SPECIALIST I SIGNING SPECIALIST I	MAINTENANCE WORKER	FEDERAL PROGRAMS SECRETARY HIGH SCHOOL ACCOUNTING SECRETARY IT TECHNICAL ASSISTANT REGISTRAR	SPORTS COORDINATOR MAINTENANCE TECHNICIAN BRAILLE SPECIALIST II SIGNING SPECIALIST II AMERICORPS COORDINATOR SPEECH LANGUAGE PATHOLOGIST ASSISTANT	CARPENTER BOILER OPERATOR POOL COORDINATOR VENTURES COORDINATOR
PROBATION	15.06	17.67	18.15	19.51	20.78	23.91
STEP 1	16.73	19.63	20.17	21.69	23.08	26.57
STEP 2	17.01	19.97	20.53	22.07	23.49	27.07
STEP 3	17.32	20.33	20.89	22.48	23.92	27.55
STEP 4	17.63	20.70	21.28	22.89	24.36	28.05
STEP 5	17.95	21.08	21.66	23.30	24.80	28.57
STEP 6	18.24	21.45	22.04	23.73	25.27	29.10
STEP 7	18.60	21.84	22.44	24.17	25.73	29.64
STEP 8	18.89	22.24	22.86	24.60	26.20	30.19
STEP 9	19.25	22.65	23.27	25.05	26.67	30.77
STEP 10	19.60	23.04	23.69	25.50	27.16	31.35
STEP 12	19.74	23.22	23.87	25.69	27.37	31.58
STEP 15	19.94	23.48	24.12	25.97	27.67	31.94
STEP 20	20.30	23.90	24.56	26.45	28.19	32.54

Nurse & Electrician Salary Schedule

Years	Salary per hour
Probation	29.50
1-4	32.00
5-9	34.00
10-14	36.00
15+	38.00

FY2021-2022 SESP Salary Schedule

	VAN DRIVER	SECRETARY SPED PARA BRAILLE SPECIALIST I SIGNING SPECIALIST I	MAINTENANCE WORKER	FEDERAL PROGRAMS SECRETARY HIGH SCHOOL ACCOUNTING SECRETARY IT TECHNICAL ASSISTANT REGISTRAR	SPORTS COORDINATOR MAINTENANCE TECHNICIAN BRAILLE SPECIALIST II SIGNING SPECIALIST II AMERICORPS COORDINATOR SPEECH LANGUAGE PATHOLOGIST ASSISTANT	CARPENTER BOILER OPERATOR POOL COORDINATOR VENTURES COORDINATOR
PROBATION	15.24	17.89	18.37	19.76	21.04	24.21
STEP 1	16.94	19.87	20.42	21.96	23.37	26.91
STEP 2	17.23	20.22	20.79	22.35	23.79	27.41
STEP 3	17.54	20.58	21.15	22.76	24.22	27.90
STEP 4	17.85	20.96	21.54	23.18	24.66	28.40
STEP 5	18.18	21.35	21.93	23.59	25.11	28.93
STEP 6	18.47	21.72	22.32	24.02	25.58	29.47
STEP 7	18.83	22.11	22.72	24.47	26.05	30.01
STEP 8	19.13	22.52	23.15	24.91	26.52	30.57
STEP 9	19.49	22.93	23.56	25.37	27.01	31.15
STEP 10	19.84	23.33	23.98	25.82	27.50	31.74
STEP 12	19.99	23.51	24.17	26.01	27.71	31.98
STEP 15	20.19	23.78	24.43	26.30	28.02	32.34
STEP 20	20.55	24.20	24.87	26.78	28.55	32.95

Nurse & Electrician Salary Schedule

Years	Salary per hour
Probation	29.50
1-4	32.00
5-9	34.00
10-14	36.00
15+	38.00