

CERTIFICATED NEGOTIATED AGREEMENT

BETWEEN

CORDOVA SCHOOL DISTRICT
AND
CORDOVA EDUCATION ASSOCIATION

The CORDOVA BOARD OF EDUCATION and the CORDOVA EDUCATION ASSOCIATION have reached accord in matters of concern to certificated personnel and have incorporated such understanding in this agreement. This agreement is binding for all employees under regular contract for the 2019-2020, 2020-2021, and 2021-2022 School Years, excluding all administrative personnel groups.

Agreed upon this 13th day of November, 2019.



DRAFT AGREEMENT UNTIL RATIFIED BY CEA AND APPROVED BY CSD SCHOOL BOARD

Laura Hanson
Co-Chair
Cordova Education Association

Doug Carroll
Co-Chair
Cordova Education Association

Barb Jewell
School Board President
Cordova School District

Alex Russin
Superintendent
Cordova School District

Table of Contents

Page

Item I	Recognition	3
Item II	Effect of Agreement	3
Item III	Definition of Responsibilities & Rights	3
Item IV	Maintenance of Standards Clause	4
Item V	Effective Date and Termination Date	4
Item VI	Health Examination	4
Item VII	Insurance Benefits	4-5
Item VIII	Sick Leave	5-6
Item IX	Personnel Files	6
Item X	Reductions in Certificated Personnel	6-8
Item XI	Prep Time	8
Item XII	In-Service Days	8
Item XIII	Transportation Difficulty Leave	8
Item XIV	Personal Leave	8-9
Item XV	Payment for Extra-Curricular Duties	9-10
Item XVI	Stipend Program	11-12
Item XVII	Grievance Procedure	12-14
Item XVIII	Certificated Salary Scale and Conditions	14-16
Item XIX	Teacher Transfer/Job Openings	17
Item XX	Association Leave	18
Item XXI	School Year, School Day	18
Item XXII	Retirement Benefits	18
Addendum 1	Insurance Opt Out and Sign Up for the Following Year	19
Addendum 2	Reimbursement Request for Certificated Stipend Program	20
Addendum 3	Sick Bank Enrollment	21
Addendum 4	Intent to Advance	22
Addendum 5	Request for Remaining Sick Leave Payment	23

DRAFT

Item I - Recognition

The Cordova School Board, hereinafter called the Board, recognizes the Cordova Education Association, hereinafter called the Association, as the bargaining agent for all regularly employed certificated Teachers under regular contract, excluding the Superintendent, Administrators, or any other certificated positions which supervise and/or evaluate Cordova Education Association bargaining unit members.

Item II – Effect of Agreement

- A. The parties mutually agree that the terms and conditions set forth in this agreement represent the negotiated understanding and commitment between the parties heretofore defined. The Association and the Board acknowledge that each has the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper matter for collective bargaining. The result of the exercise of this right is set forth in this agreement.
- B. Should any article, section or clause of the agreement be declared invalid or unconstitutional or not in compliance with Alaska School Laws and the Department of Education Rules and Regulations, then the Board and Association shall agree on which articles, sections, and clauses shall be deleted. Only that portion deemed illegal shall be stricken from the agreement, with all other provisions remaining in full force and effect for the duration of the agreement, if not affected by the deleted article, section or clause.
- C. All matters not specifically covered in the agreement shall be deemed to have been raised and disposed of as if specifically covered. Further negotiations of any issue, new or presently negotiated, shall be by mutual consent of both parties.

Item III – Definition of Responsibilities and Rights

- A. The Board of Education retains and reserves unto itself all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Statutes of the State of Alaska.
- B. **Negotiations Reprisals:** There shall be no reprisals of any kind by the bargaining agency or members thereof, nor by the administration taken against any party of interest or his/her representative, or any other participant in the negotiations procedure, by reason of such participation.
- C. **Announcements:** Duly authorized representatives of the bargaining agency shall have the right to post notices on bulletin boards in the school buildings and shall have the use of faculty mail boxes for communications relative to negotiations, notices of educational, social and/or recreational activities, provided that no interference with the instructional program would be occasioned, and that all bulletins are identified as originating from the bargaining agency and are signed by a duly authorized representative of the bargaining agency. A list of such authorized representatives shall be provided to the Superintendent each year by the bargaining agency.
- D. **Exchange of information:** Upon reasonable request, the parties shall provide each other with available information regarding items introduced at the negotiation table.
- E. **Contractual Obligations:** The bargaining agency agrees that during the life of the agreement, its agents or its bargaining unit members will not authorize or engage in any work stoppage or strike against the School District. The School District agrees that during the life of this agreement there will be no lockout.

DRAFT

Item IV – Maintenance of Standards Clause

- A. Nothing in this agreement shall be construed as an abrogation or delegation of the legal responsibilities, powers, and duties of the Board including its right to make final decisions on policies. The Board recognizes the right of the Association to negotiate for wages, hours, and other terms and conditions of employment, as defined in the Public Employment Relations Act. Except as provided by law, no negotiations, amendment, or change to this contract shall be commenced except by mutual consent of both parties.
- B. This agreement shall be interpreted consistent with the provisions of Alaska School Laws, Rules, and Regulations of the Alaska Department of Education, Cordova School District policies, and standards established by the Professional Teaching Practices Commission.

Item V - Effective Date and Termination Date

This Negotiated Agreement shall be in effect beginning July 1, 2019 and terminating June 30, 2022. Should negotiations for a future Agreement extend beyond the termination date, this Agreement will remain in effect until a new Agreement is signed.

Either party to the Agreement may initiate negotiations for a successor agreement by submitting a written request, respectively to the Superintendent (if it is an Association request) or to the Association President (if it is a District request). Within twenty (20) school days of receipt of the written request, the negotiation teams will establish a date to initiate negotiations.

Item VI - Health Examination

The District shall bear the cost of the State required physical examinations for Teachers (up to the negotiated rate at a local medical facility) except the initial examination incurred upon entry into the District.

Item VII – Insurance Benefits

The District shall provide health insurance to its employees and their dependents, in addition to life insurance for the employee. The District shall pay 88% and the employee shall pay 12% of the premium cost of the employee's selected medical/dental/audio/vision insurance through the Public Education Health Trust, Plan A, or with a company providing a health plan equal in benefits that is mutually agreed upon between CEA and the District. The employee may also select from multiple plans provided by the District through PEHT at the rate outlined above.

- A. In the event that more than one family member is an employee of the District, no such employee shall be covered more than once under this provision. Any recommendation to change these benefits may come from CEA or the District. Implementation of any changes requires approval by the CEA membership and the District.
- B. The District will carry at District expense insurance coverage of at least \$100,000 for the accidental death or dismemberment of certificated personnel while traveling on school business.
- C. The District shall provide \$40,000 Term Life Insurance for all certificated employees covered within this agreement under the age of 65. For employees 65 and over the District will provide \$29,000 of Term Life Insurance.
- D. If a certificated Teacher has other health insurance, the employee may opt out of the District health insurance on a yearly basis. See Addendum 1.

Item VII – Insurance Benefits (*continued*)

- E. Orthodontia will be self-funded starting July 1, 2020. Employees will be reimbursed for 50% of orthodontia expenses, up to a lifetime maximum of \$2000 per covered family member through a District-sponsored Health Reimbursement Arrangement (HRA). Employee must comply with HRA rules, including submission of receipts for reimbursement.
- F. The District reserves the right to provide financial incentives to employees who choose an optional medical plan.

Item VIII – Sick Leave

- A. All Teachers under contract shall be entitled to sick leave as provided in the Rules and Regulations of the State Board of Education (4 AAC 15.040). Sick leave is accrued at the rate of one and one-third days for each calendar month or each major portion of each month of actual service as per 4 AAC 15.040. The District shall advance the anticipated accrual of twelve (12) sick leave days at the beginning of the school year. Sick leave days used in advance and not earned shall be deducted from the Teacher's last paycheck should the Teacher not fulfill the teaching contract for any reason. Unused days shall accumulate from year to year. Teachers are not entitled to reimbursement for accumulated sick leave except as service credit toward retirement (4 AAC 15.040). In the event a Teacher's exhaustion of sick leave and sick leave bank allocations, and the Teacher remains unable to return to work, that Teacher shall be granted leave without pay not to exceed the contract year of that illness.
 - 1) The District will establish a sick leave bank in which certificated personnel may participate on a voluntary basis. Each employee enrolling in the bank will donate one day of their sick leave to the bank on September 1st upon initial entry to the bank (not yearly). Additional days will be added if the bank depletes to seventy-five (75) days, except in the case of new sick leave bank members. The deadline for sick leave bank enrollment will be September 30th of each year, or thirty (30) days after employment.
 - 2) In the event that the bank becomes totally depleted during the school year, each member of the bank will donate an additional day, not to exceed a total donation of two (2) days per year.
 - 3) If an employee withdraws from participation in the bank, they will not be able to withdraw the days they have contributed previously to the bank.
 - 4) The first twenty (20) days of illness or disability will not be eligible for use of sick leave bank days. The member must use their accumulated sick leave or leave without pay.
 - 5) A member may not withdraw from the bank until their own accumulated sick leave, personal leave, or paid vacation leave, as appropriate, has been depleted.
 - 6) Any member may draw from the sick leave bank not more than twice the number of accumulated sick leave days the member has before the first day of school in any school year, or twenty-four (24) days, whichever is greater. (AS 14.14.105)
 - 7) Members withdrawing sick leave days from the bank will not replace these days, except as a regular contributing member of the bank.
 - 8) Members may only request/use sick leave bank days for their own personal illness or disability.
 - 9) When requesting sick leave bank days, members must present an attending physician's letter verifying the need for sick leave bank days.
 - 10) Final decision on the use of the sick leave bank days will be made by a representative of the CEA Board and the Superintendent. Should agreement not occur regarding the request between the CEA Board representative and Superintendent, the decision on the use of the sick bank will be made by the sick bank membership.

Item VIII – Sick Leave (*continued*)

- B. Upon leaving the District, and at the fulfillment of the terms of their regular contract, all certificated employees who are part of the State's Defined Contribution Retirement System shall be eligible to receive payment for accumulated unused sick leave under the following conditions:
- 1) An employee must have at least eight (8) years of full-time service with the Cordova School District to be eligible for this payment;
 - 2) Employees who are discharged for cause will not be eligible;
 - 3) Only sick leave accumulated during employment with the Cordova School District will be considered as eligible for this payment;
 - 4) Certificated employees in the State's Tier I and Tier II Retirement System, where service credit for unused sick leave is part of the system, are not eligible for this payment;
 - 5) If the State Retirement System (TRS) for Defined Contribution employees changes its policies to allow retirement credit for unused sick leave, Section B of this Article shall become null and void;
 - 6) If an employee who has received this payment returns to work with the District in a position with a Defined Contribution tier, the employee will reimburse the District through payroll deduction, cash or check payment, reduction of sick leave days, or a combination thereof equal to the payment received.
 - 7) Eligible employees must submit to the Business Office a fully executed and signed Request for Remaining Sick Leave Payment no later than March 1 of the current school year in which the separation is to take place;
 - 8) For all eligible days of accumulated sick leave while with the District, payment will be at 0.25 x the employee's current daily rate of pay; and
 - 9) The maximum number of days that will be eligible for payment will be capped at the number of student days specified in the School Year, School Day Article of this contract.

Item IX – Personnel Files

- A. **Right to Review:** Teachers shall have the right, upon request, to review the contents of their personnel file and to receive a copy of any documents therein. The official personnel file will be kept in the District Office.
- B. **All Materials:** Copies of any materials pertaining to a Teacher's conduct or service shall be sent to the Teacher involved at the time of entry into his/her personnel file. Both Teacher and Administrator(s) will sign any material pertaining to the Teacher's conduct before being placed into his/her personnel file. If said Teacher is non-cooperative with the necessary signature, a witness may be called to verify the District's effort to notify the Teacher. The Teacher will have the option of entering into the file a written response to such material. Such response will be reviewed (and signed) by the appropriate Administrator in charge of personnel and will be attached to the file copy to which it pertains.
- C. An employee's personnel file shall not be considered a public document, nor shall it be subject to public disclosure in any fashion without the employee's written permission, provided, however, that portions thereof may be utilized in conjunction with formal hearings or court proceedings as the same may be required or permitted by law.
- D. In the event that certain university placement files are marked confidential, the employee must secure a release from that university or present other evidence that they are no longer confidential before copies may be obtained.

Item X – Reductions in Certificated Personnel

1. The District may implement a layoff under this Article, pursuant to AS 14.20.177, if it is necessary for the District to reduce the number of tenured Teachers because:

Item X – Reductions in Certificated Personnel (*continued*)

- A. School attendance in the District has decreased; or
 - B. The basic need of the District determined under AS 14.17.410 (b)(l) decreased by three percent (3%) or more from the previous year; five percent (5%) or more in the past two previous years; or
 - C. The District has chosen to discontinue a program.
2. The District may place a tenured Teacher on layoff status only after the District has given notice of non-retention to all non-tenured Teachers. However, the District may retain a non-tenured Teacher and place on layoff status a tenured Teacher if there is no tenured Teacher in the District who is qualified to replace the non-tenured Teacher. The District shall comply with the notice requirements set out in AS 14.20.140 in placing a tenured or non-tenured Teacher on layoff status.
3. Before official action is taken, the Superintendent will notify the Association President and discuss the contemplated reductions. Within ten (10) school days following the Board's program decision, the Superintendent shall notify in writing those Teachers who are to be placed on layoff status.
4. For purposes of this Article, a tenured Teacher is considered qualified for a position if the position is in:
- A. Grades K through 8 and the Teacher has an elementary endorsement.
 - B. An established middle school 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 forty percent (40%) of the Teacher's time or the Teacher has, within the five (5) years immediately preceding the last date on which the Teacher performed teaching service in the District before being laid off, received an evaluation stating that the Teacher's performance in the subject or subjects meets the District's performance standards.
 - C. Grades 9 through 12 and the Teacher has an endorsement for each subject area in which the Teacher filling the position will spend at least forty percent (40%) of the Teacher's time or the Teacher has, within the five (5) years immediately preceding the last date on which the Teacher performed teaching service in the District before being laid off, received an evaluation stating that the Teacher's performance in the subject or subjects meets the District's performance standards.
5. In the event there are more Teachers than available positions for which said Teachers are qualified, layoff shall be in reverse order of seniority as a certificated employee of the District.
6. Teachers who wish to be considered for rehire shall so advise the Superintendent in writing at the time of termination and shall provide the Superintendent with a current mailing address. It is the Teacher's obligation to keep this information current. The Superintendent shall contact by certified mail those Teachers who are qualified for the position to be filled.
7. For a period of three (3) years after layoff, a Teacher is on layoff status and is entitled to a hiring preference in the District. The hiring preference applies only to vacant teaching positions for which the Teacher is qualified.

Item X – Reductions in Certificated Personnel (*continued*)

If a Teacher is offered a teaching position under this item and the Teacher declines the offer or fails to accept it within thirty (30) days, (30 calendar days from the postmarked date) the Teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this item unless the Teacher declines the offer because the Teacher is contractually obligated to provide professional services to another private or public educational program. To maintain his/her position on the RIF list, a Teacher shall not be required to accept a re-employment contract of less than one (1) year or of fewer hours per day than the position from which he or she was RIFed.

8. The hiring preference set forth in paragraph 7 above shall be based on seniority as a certified employee with the District.
9. A Teacher on layoff status is not entitled to be re-employed under AS 14.20.145 and does not accrue leave. However, layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.
10. Seniority means a Teacher's length of consecutive service in years, months, and days within the District as a certificated employee. Seniority shall accrue from the first day of the Teacher's initial certificated employment contract. Ties in length of service shall be resolved in favor of the certificated employee with the greatest number of upper division semester hours (level 300 or above) according to their transcripts on file in the District office. If a tie still remains it shall be resolved by the Superintendent.

Item XI – Prep Time

The District supports and shall commit to 50 minutes unassigned prep time per day per certificated employee, not including lunch.

Item XII – In-Service Days

The Cordova School Board will apply for In-Service days subject to AS 14.03.030 and the approval of the Commissioner of Education.

Item XIII – Transportation Difficulty Leave

Up to two (2) days per year, per Teacher, may be used in the event of an unforeseen transportation emergency that prevents the Teacher from fulfilling his/her duties. Satisfactory evidence that the delay was beyond the Teacher's control shall be presented within one week. Evidence may include, but is not limited to: documentation from the National Weather Service, State or local police, Alaska Marine Highway or airline records. This leave is non-cumulative. Failure to meet the above guidelines may result in leave without pay.

Item XIV – Personal Leave

Teachers shall be entitled to personal leave under the following conditions:

Longevity Status	Days of Personal Leave Per Year
Non-tenured	2
First year of tenure through 10 th year in District	3
11 and more years in District	4

A maximum of 5 days in any given year may be carried over to the next year. Any additional accrued personal leave will be cashed out at the current daily rate of the individual employee.

Item XIV – Personal Leave (*continued*)

If the contract is not completed, the personal leave days will be prorated based on the completed days of the contract.

1. Employees shall give at least forty-eight (48) hours advance notice to immediate supervisors of their intent to be absent on paid personal leave, unless it is an emergency.
2. Principals may deny requests for personal leave if the number of Teachers requesting such leave cannot be replaced by adequate substitutes as determined by the Principal. Decisions will be made on a first-come, first-serve basis.
3. Personal leave may be used during in-service days with prior approval of the Principal and Superintendent.
4. Personal leave may be used the first or last week of school with prior approval of the Principal and Superintendent.
5. Personal leave may be taken either before or after Christmas or spring vacation, but not both, and requires approval of the Principal and Superintendent.

Item XV – Payment for Extra-Curricular Duties

Individuals supervising the activities below shall be paid in equal payments during the time span of the activity.

All extra-curricular duties will be filled on a voluntary basis.

All extra-curricular openings will be reviewed on an annual basis. Vacant positions will be posted in-house for not less than three (3) workdays to current employees (prior to advertising out-of-District).

One or more persons may be hired for an extra-curricular position (shared position).

The School Board will determine annually those activities to be funded and the number of coaches needed; the athletic director and/or Principal will present the list and financial justification to the Superintendent prior to the fiscal year budget cycle. A limited number of elementary school activities will be admitted at the D and E level only, as recommended by the Superintendent and approved by the School Board.

A \$500 longevity bonus will be given yearly to those who have service at A, B, or C level and others coaching five (5) consecutive years.

Payment for extra-curricular duties will be as follows for authorized activities:

Level A	(capped at 17% of 2009/10 base)	\$6,513
---------	---------------------------------	---------

Activity Director

Level B	(capped at 14% of 2009/10 base)	\$5,364
---------	---------------------------------	---------

Boys Varsity Basketball Head Coach
Girls Varsity Basketball Head Coach
Swimming Varsity Head Coach (10 or more swimmers)
Volleyball Varsity Head Coach
Wrestling Varsity Head Coach

Item XV – Payment for Extra-Curricular Duties (*continued*)

Level C (capped at 8.25% of 2009/10 base) \$3,161

Cheerleading (Basketball) Coach
Concessions Advisor
Cross Country Coach
Intramural Advisor
Junior High Boys Basketball Coach
Junior High Girls Basketball Coach
Junior High Volleyball Coach
Junior High Wrestling Coach
JV Boys Basketball Coach
JV Girls Basketball Coach
JV Volleyball Coach
JV Wrestling Coach (if more than 13 participants)
Student Council Advisor
Swimming Varsity Head Coach (9 or less swimmers)
Yearbook Advisor

Level D (capped at 5.5% of 2009/10 base) \$2,107

Academic Decathlon Advisor
Drama Club Advisor
Elementary Problem Solving Advisor
High School Problem Solving Advisor
Junior Class Advisor
Junior High (Basketball) Cheerleading Coach
Junior High Problem Solving Advisor
Junior-Senior High Robotics Club Advisor
Pep Band Advisor
Science Club Advisor
Senior Class Advisor
Tech Club Advisor

Level E (capped at 3% of 2009/10 base) \$1,149

Battle of the Books Advisor
Choir Accompanist
Concert Director
Elementary Robotics Club Advisor
7th Grade Class Advisor
8th Grade Class Advisor
Freshman Class Advisor
Sophomore Class Advisor
National Honor Society Advisor
Science Festival Advisor

Item XVI – Stipend Program

- A. **ELIGIBILITY AND OBLIGATIONS:** To be eligible for participation in the stipend program, a Teacher must be under contract in the Cordova Public School system and must agree to continue teaching in the system for one full year immediately following the year in which a course or courses are taken. Teachers on District approved leave of absence are not eligible to participate in the stipend program during their leave of absence.

In the event that the Teacher is unable to fulfill his/her obligation of teaching service the following school year for reasons other than his/her death or disability, he/she shall be held liable for benefits prorated on the basis of the remainder of his/her service obligation still to be met.

- B. **COMMITTEE AND APPLICATIONS:** For the purpose of screening and approving programs for participants in the school stipend program, a selection committee will be established for each of the instructional centers in the District. Each selection committee shall be comprised of one representative of the administration and two classroom Teachers from the instructional center concerned. The Superintendent of Schools shall appoint administrative representatives on the selection committee. The recognized negotiating body shall select classroom Teachers on the selection committee for the Teachers in the instructional center concerned.

It shall be the duty of the selection committee to meet and review all applications for stipend reimbursement and make recommendations regarding their approval or denial to the School Board.

Staff members will make application for stipend reimbursement for summer courses on the form provided and submit this application to the chairman of their respective selection committee by the 31st of October of the year in which the course or courses were taken.

Staff members will make application for stipend reimbursement for fall, winter, and/or spring courses on the form provided and submit this application to the chairman of the respective selection committee by the 15th of May following the start of the course.

If a staff member wishes to have approval for summer courses prior to attending courses, they may submit an application to the chairman of their selection committee by May 1st. However, this prior approval is not required. Such application shall be made on the form provided and shall include a proposed plan of study, a summary of estimated expenses, and a statement that the Teacher, if selected, recognizes his/her obligation to continue teaching in the Cordova Public Schools for one full school year immediately following the school year for which he/she is making application. In the event that any such advance applications are made, the selection committees shall meet by the 5th of May to review and make recommendations on these in time for the individual concerned to receive tentative approval from the School Board before school lets out for the summer. Board approval of stipend application will serve to qualify for advancement on the salary schedule and qualify for reimbursement on the stipend when completed.

- C. **METHODS OF SELECTION:** In recommending courses for participation in the stipend program, the selection committees shall bear in mind that the purposes of such a program are to 1) increase the teaching competency of the participant in his/her area of teaching assignment, (as such course work will be 400 level or above); 2) prepare the participant to meet the needs of the system by preparing him/her to become competent for such special programs as the District may plan to adopt, or 3) enable him/her to continue work in an approved program leading to an advanced degree.
- D. **REIMBURSEMENTS:** Transcripts, grade report, or letter from the instructor(s) verifying completion of the course(s), along with documentation of tuition costs, special fees, and transportation costs, shall accompany the application for reimbursement and be presented to the chairman of the selection committee by May 15th.

Reimbursements for school expenditures shall be based upon the regulations set forth below:

Item XVI – Stipend Program (*continued*)

1. *Transportation* - expenditures for transportation shall be reimbursed on the basis of actual round trip coach airfare to the institution attended, with the maximum reimbursement not to exceed that of the current round trip coach airfare from Cordova to Seattle, provided the applicant takes a minimum of 3 semester hours or 4 quarter hours. Applicants who enroll for fewer credits shall be prorated on their travel reimbursement.
2. *Special Fees* - Any special fees (such as facility fees, music fees, laboratory fees, etc.) shall be reimbursed in full.
3. *Tuition Fees* - Tuition fees shall be reimbursed in full.
4. *Living Allowance* - Living Allowance is based on the University of Alaska, Fairbanks (UAF) expenses. A check with the registrar's office at UAF reveals the summer session costs per individual per day. Take the number of days the individual attends school, multiply that number by the cost per day. This gives the cost of living figure. However, if the individual takes less than a full credit load, their allotment under the cost of living will be reduced by the appropriate percentage. Cost of living allowance shall not apply to courses taken locally.
5. *Exceptions* - In the event that the total claims for reimbursement by the teaching staff for any one year period exceeds the amount allotted for the stipend program as per this negotiated agreement, the individuals seeking reimbursement shall be reimbursed on the basis of their percentage of the total claims times the stipend funds available. If the stipend budget is depleted by the 31st of October deadline, and staff Administrators have made application for stipend reimbursement for that school year, then the School Board shall increase the stipend budget by the amount equal to that of the administrative applications or by the prorated percentage amount dispersed to the Teachers.

Reimbursement Deadlines: A meeting including all representatives of both selection committees shall be held by the last Teacher contract day for all courses taken during the previous year.

No reimbursement for summer courses will be made prior to November 1st. No reimbursements for fall, winter, and/or spring courses will be made prior to May 16th.

If any money is left in the stipend budget after reimbursements have been dispersed in the fall, another joint meeting of the selection committees shall be held by the 30th of April to review reimbursement applications for courses taken during the school year.

- E. **STIPEND FUND:** The Cordova School Board will budget \$24,000 for the stipend program for each school year of the contract.

Item XVII – Grievance Procedure

The purpose of this procedure is to provide a framework within which personnel may work toward solving problems as they arise by guaranteeing fair treatment of all parties. Good morale is maintained by sincere effort on the part of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. Consequently, it is expected that all parties to a disagreement will attempt to solve such problems at the lowest possible administrative level, initially through free and informal communication. The Teacher must initiate the informal process within thirty (30) days after the Teacher knew or should have known of the cause of the grievance. If the 30-day time period is exceeded, the grievance shall have been waived. The informal process will include no more than three meetings between the parties, initiated at the request of either. If the informal process fails to settle the issue, the Administrator will provide the Teacher with a grievance form. The grievance forms will also be readily available in both the school offices. The aggrieved party shall have thirty days in which to file a grievance. Failure of the aggrieved party to comply with this time limit shall operate as a waiver of the grievance. Should the aggrieved party decide to file a formal grievance, it shall be processed as follows:

Item XVII – Grievance Procedure (*continued*)

LEVEL 1

The aggrieved party shall present the specifics of the grievance in writing to the Principal or immediate supervisor on the appropriate forms. The Administrator will arrange for a meeting to take place within four days after receipt of the grievance. The Administrator shall provide the aggrieved party with a written answer on the grievance within two (2) days after the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance, and this right shall apply to each succeeding step in the grievance procedure.

LEVEL 2

If the grievance is not resolved at Level 1, then the aggrieved party shall refer the grievance in writing to the Superintendent within six (6) days after receipt of the Level 1 answer. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved party to take place within five (5) days after his/her receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have four (4) days in which to provide his/her written decision to the aggrieved party. No additional facts may be presented after the Superintendent or his/her designee has rendered the decision unless mutually agreed to by both parties.

LEVEL 3

If the grievance is not resolved at Level 2, then the aggrieved party shall refer the grievance in writing to the President of the School Board within five (5) days after receipt of the Level 2 answer. The appeal shall state the nature of the grievance, the previous steps taken to resolve the issue, and why it is felt necessary to bring the matter before the Board. The President of the Board is responsible for distributing copies of the appeal to individual Board members. The Board shall conduct a hearing within fifteen (15) days after receipt of the written appeal. The date of the hearing will be mutually agreeable to all parties. The hearing shall be informal and technical rules of evidence will not be observed. The hearing may be in private, at the option of the aggrieved party. A tape recording of the hearing shall be made available to the aggrieved party. The aggrieved party shall be rendered a decision in writing from the Board within ten (10) days following the hearing. Such statement shall contain a brief summary of the Board's findings and the conclusion reached.

LEVEL 4

If the grievance is not resolved at Level 3, then the aggrieved party must inform the Board of his/her decision to submit the grievance to arbitration for a decision. This decision to pursue arbitration must be made by the aggrieved party within ten (10) days of his/her receipt of the Level 3 decision by the Board. Initially the Superintendent shall meet with the aggrieved party in an effort to select a local arbitrator. If a local arbitrator has not been agreed upon within five (5) days of the aforementioned meeting, the aggrieved party shall submit the grievance to the American Arbitration Association. Said grievance shall be heard by an American Arbitration arbitrator, preferably who resides in Alaska, utilizing the procedures of that agency. The decision of the arbitrator shall be final and binding on all parties. The Board and the aggrieved party shall share the costs of the aforementioned procedures equally.

DEFINITIONS

- 1) A grievance is defined as a claim by a Teacher or Teachers that the Teacher's or Teachers' interest(s) have suffered from a violation, misinterpretation, or misapplication by the school Administrator of this agreement.
- 2) The term "Teachers" shall mean a certificated employee under contract or a group of certificated employees under contract to the Cordova School District.
- 3) The term "days" when used in this procedure shall mean working school days.

Item XVII – Grievance Procedure (*continued*)

MISCELLANEOUS PROVISIONS

1. It is important that grievances be processed as rapidly as possible. All participants in a grievance situation will be expected to follow the procedures specified in the time limits indicated. The time limits specified may be extended by mutual consent. This extension agreement shall be in writing and signed by both parties concerned.
2. If a grievance is filed and might not be resolved by the end of the school year, specified time limits may be reduced by mutual consent. In any event, the time limits should be considered as maximums, not minimums.
3. All proceedings under this grievance procedure are to take place outside of regular class hours.
4. Either party may be represented at any level of the proceedings, and the aggrieved party has the right to be present at each level of the proceedings.
5. Forms for filing grievances, making appeals, and rendering decisions will be prepared by the School District so as to facilitate operation of the grievance procedure.
6. All parties agree that proceedings shall be private, unless specified otherwise in these procedures and that any preliminary disposition will not be made public without the agreement of both parties.
7. The Bargaining Agency and any aggrieved parties will not take reprisal affecting the District, any of its employees, or the educational program, on account of participation in or the results of grievance proceedings.
8. The School Board and its administrative designees will not take reprisals affecting the employment status of any participant in the grievance procedure by reason of participation.
9. Dismissal and non-retention actions are subject to statutory procedures, which afford the Teacher due process. Consequently, actions arising in these areas should be handled in accordance with AS 14.20.180.
10. No documents, communications, or records pertaining to the processing of a grievance hereunder shall be filed in the personnel file of any of the participants.

Item XVIII – Certificated Salary Scale

Salary Schedule Conditions

1. * The highest induction step a Teacher entering from schools outside the State of Alaska will be six (6) years. The highest induction step for Teachers entering the District from within the State of Alaska will be eight (8) years.
2. The credits indicated in all columns are taken to mean semester credits, or quarter credits multiplied by the factor of $\frac{2}{3}$.
3. Official transcripts must be submitted showing degree conferred and semester hours of credit earned subsequent to the granting of the degree.

Item XVIII – Certificated Salary Scale (*continued*)

4. Placement on the Salary Schedule will be determined at the time of issuance of actual contracts. Staff members seeking a change in position on the Salary Schedule on the basis of additional credits earned subsequent to issuance of the contract must file transcripts with the Superintendent of Schools no later than September 15th in order for the contract addendums to be prepared prior to the October 1st deadline for submitting official Teacher information to the State Department of Education. The Board reserves the right to advance Teachers in difficult to fill positions one experience step on the salary scale based upon Superintendent's recommendation to the School Board.
5. Following October 1st, according to State regulations, no change may be made in salary placement except in the case of error in the original placement. In correcting any such case, the training experience records will speak for themselves. In other words, if the records show an original error, which will result in a downward revision of the contract salary, the necessary amount will be deducted from the remaining salary payments, or vice-versa.
6. **Credit Evaluation:** Advancement into all columns may be made with approved graduate credits that are part of an approved and documented plan of graduate study from an accredited college or university. Advancement may also be made to these columns with credits other than those earned in an approved graduate study program by petition to and approval of the Superintendent in the following manner:
 - a. The Teacher will notify, in writing, the Superintendent's Office on or before October 1st, if this falls on a weekend then the following Monday, of the school year before possible advancement on the salary schedule. The purpose of this is to notify the District of the Teacher's intent to take courses that may advance him/her on the salary schedule. It is understood that specific course titles may not be known at this time. However, the professional relevance of the course must be verified, in advance, by the Superintendent. This notice lets the District know of possible budgetary changes due to salary advancement.
 - b. At that time all proposed credit hours will be evaluated by the Superintendent's office in terms of 1) their potential value in the petitioner's teaching field, and 2) their potential value to the School District.
 - c. Upon completion of credit hours, whether college, university, or approved continuing education units, transcripts will be submitted to the Superintendent's Office prior to September 15th for final evaluation as to 1) their potential value in the petitioner's teaching field, and 2) their potential value to the School District and hence credit toward column advancement.
 - d. A group of Teachers taking a course endorsed by the School District may be given group approval for salary advancement upon receipt of transcripts.
7. After attaining a Master's or Doctorate degree, a Teacher will not be placed at a lesser salary than previously earned.
8. Any certificated position requiring additional days (such as school counselor) will be placed on the Certificated Salary Schedule the same as a Teacher with the same education and experience. Additionally, extra days will be paid at the employee's daily rate of pay.

Cordova School District ITEM XVIII - Certificated Salary Scale 2019-2020 / 2020-2021 / 2021-2022 School Years						
Years Experience	B.A.	B.A.+15	B.A.+30	M.A. or B.A.+45	M.A.+15 or B.A.+60	M.A.+30 or B.A. +75
	\$43,101					
0	\$45,041	\$46,980	\$48,920	\$50,859	\$52,799	\$54,738
1	\$46,980	\$48,920	\$50,859	\$52,799	\$54,738	\$56,678
2	\$48,920	\$50,859	\$52,799	\$54,738	\$56,678	\$58,617
3	\$50,859	\$52,799	\$54,738	\$56,678	\$58,617	\$60,557
4	\$52,799	\$54,738	\$56,678	\$58,617	\$60,557	\$62,496
5	\$54,738	\$56,678	\$58,617	\$60,557	\$62,496	\$64,436
6	\$56,678	\$58,617	\$60,557	\$62,496	\$64,436	\$66,375
7	\$58,617	\$60,557	\$62,496	\$64,436	\$66,375	\$68,315
8		\$62,496	\$64,436	\$66,375	\$68,315	\$70,255
9			\$66,375	\$68,315	\$70,255	\$72,194
10				\$70,255	\$72,194	\$74,134
11				\$72,194	\$74,134	\$76,073
12				\$74,134	\$76,073	\$78,013
13				\$76,073	\$78,013	\$79,952
14					\$79,952	\$81,892
15						\$83,831
16						\$85,771
17						\$87,710
18						\$89,650
For the benefit of this contract, a starting Teacher will begin at a salary of \$50,859 and remain there until their years of experience catch up and they advance on the scale. After one year at Step 18 for M.A.+30 or B.A. +75, salary will be increased yearly by the amount calculated from the Anchorage Annual Percent Change from an average of the five (5) Previous Years of the Consumer Price Index as reported by the Alaska Department of Labor and Workforce Development.						

Item XIX – Teacher Transfer/Job Openings

Vacancy

Teacher vacancy is defined as a certified position identified by the District as a result of a new position, summer position, transfer, promotion, termination, sabbatical, or long-term unpaid leave that extends through the end of the school year.

Whenever a Teacher vacancy or new position occurs, the District will publish a notice of the vacancy for not less than three (3) work days to current employees (prior to advertising out-of-District) in both Teachers' lounges and send emails to the staff. A contracted Teacher who desires to fill a vacancy, and is highly qualified for the vacancy, may submit a written request to the building Principal.

If, during the summer, a Teacher wishes to receive notice of any vacancies that occur, he/she must leave with the Superintendent his/her summer email address(es) or preferred summer contact information. The Superintendent will then notify all staff interested in vacancies using all the supplied contact information. A Teacher's written request to fill a vacancy must be received by the Superintendent within fourteen (14) days of mailing such notice, or such shorter time as the notice specifies (if a shorter opening is needed to fill the position before school starts or for other programmatic reasons), or the Teacher will lose the right to be considered for the vacancy.

Priority for consideration in filling Teacher vacancies will be given to tenured District Teachers. From among Teachers highly qualified for a posted position, the District will award the job to the most qualified applicant. Qualifications will include job performance, training and/or experience in the specific skill areas required by the position, and seniority in the school District. If a Teacher's request to fill a vacancy is denied, the Superintendent, within ten (10) days shall provide a written explanation of the reasons for the denial, including a description of the factors relevant in making the decision. The Superintendent's decision cannot be grieved or appealed.

If, in the Superintendent's judgment, the District applicants are equally qualified for a vacancy and the needs of the District's educational program would be equally well met by any qualified applicant's voluntary request, the most senior Teacher will be offered the position.

Seniority is determined by a Teacher's length of consecutive service with the District in years, months, and days. A District-approved leave of absence does not constitute a break in service for purposes of calculating seniority.

Involuntary Transfer

For the purpose of this Item, a transfer is defined as a change of primary teaching assignment or position.

An involuntary transfer shall be made only after a meeting between the Teacher involved and the immediate supervisor, at which time; the Teacher shall be notified of the reason for involuntary transfer. The Teacher shall be given not less than two weeks prior written notice of involuntary transfer of duties. The Superintendent shall confer with the Teacher regarding an involuntary transfer decision.

The timelines established by this agreement may be modified by the Superintendent or the Board when, in the Superintendent's or Board's judgment, modification is necessary to protect the District's programmatic or educational interests.

Item XX – Association Leave

The District shall grant to the Association nine (9) days of Association leave per year. In doing so, full daily rate payment for the Teacher, as well as full payment for the cost of substitute Teacher, is included. The District supports additional Association Leave at LWOP, but will continue to finance substitute Teachers during these days. These leaves would be used for the purpose of conducting Association business and/or training. The Association shall give written notice to the Superintendent at least 48 hours in advance of taking leave. *Support for all leave is contingent on availability of subs.

No more than three (3) Teachers may utilize Association leave at any one time.

Item XXI – School Year, School Day

- A. The standard certified employee's contract shall consist of 187 days for the duration of this agreement. The 187 days will consist of a minimum of 170 student days, seven (7) holidays, and the number of in-service days consistent with AS 14.03.030. Teachers in their first full year with the District may work an additional day(s) on their contract for training and orientation and be paid at their daily rate.
- B. The standard workday for Teachers shall consist of 7.5 hours including a 30-minute duty-free lunch time. Workday hours will run from 8:30 am to 4:00 pm Monday through Friday, excluding holidays.
- C. School days may be extended for the following:
 - Appointments with students or parents
 - Annual open houses
 - IEP meetings that require Teacher attendance
 - Music concerts
- D. Certified employees may attend additional professional development days requested by the District, and will be compensated at their daily rate.
- E. The last day of each of the first three academic quarters of the school year will be designated as a half-day student contact day and a half-day Teacher workday. The half-day Teacher workday will be used for grading and planning purposes in closing out end-of-quarter requirements.
- F. If school-wide parent/Teacher conferences are scheduled outside of the Teacher workday, Teachers will receive comparable release time from their instructional duties.

Item XXII – Retirement Benefits

- A. Beginning with the 2019-2020 School Year, the Cordova School District will match all elective deferrals for which the individual employee has signed a 403(b) salary reduction agreement with the following matching contribution limits. Cordova School District will match certificated employee contributions to a maximum of:
 - \$100/Month for a certificated employee's first year of participation
 - \$150/Month for a certificated employee's second year of participation
 - \$200/Month for a certificated employee's third or more years of participation
- B. Both the elective deferrals and the matching contributions will be contributed by the District to the product on a schedule that is consistent with the employee's pay schedule.

P.O. Box 1330
675 Second Street
Cordova, AK 99574



(T) 907-424-3265
(F) 907-424-3271
www.cordovasd.org

Addendum 1

Opt-Out for Insurance/Insurance Sign Up for the Following Year

Please check one of the boxes below.

- ☐ I am eligible for the PEHT insurance offered through the District and wish to receive the insurance in the following year. Cost to myself for this insurance is _____ (the 12% figure) per month.
- ☐ I am eligible for the PEHT insurance offered through the District for half-time employees at a cost of approximately _____ (the 12% figure) per month and wish to receive the insurance in the following year.
- ☐ I would like to receive the \$500 per month stipend for waiving health insurance through the District. I have health insurance through another plan. Please list other health insurance: _____.
- ☐ I am eligible for half the cost of the PEHT insurance offered through the District at a cost of approximately _____ (the 12% figure) per month and would like to receive the \$250 per month stipend for half-time employees. I have health insurance through another plan. Please list other health insurance: _____.
- ☐ My spouse has coverage through the Cordova School District and I am not eligible for the stipend or my own insurance.

Please return this form to the District Office by May 15 of the current year.

Name: _____

Signature: _____

Date: _____

DISTRICT OFFICE USE ONLY

Received by: _____ Date: _____

P.O. Box 1330
675 Second Street
Cordova, AK 99574



(T) 907-424-3265
(F) 907-424-3271
www.cordovasd.org

Addendum 2

Reimbursement Request for Certificated Stipend Program

Employee Name: _____

School(s) Attended	Dates	Course Title(s)	Semester Hours	Quarter Hours

Reimbursement Costs:

Travel _____
Tuition _____
Special Fees _____
COLA* _____
Total Requested: _____

*Check with District Office for "dollar costs"

semester hours x dollar cost x 7 = COLA

Documentation Needed: Transcripts, grade report or letter from instructor verifying completion of course(s); plane/ferry ticket; copies of checks or receipts.

Stipend Requests are to be presented to the chairman of the selection committee in your building by **October 31st (for summer courses) OR May 15th (for school year courses)**. They will handle the requests and submit to the district office. Requests will then go to the School Board for approval.

I understand that reimbursement for all or part of the above educational plan obligates me to continue teaching in the Cordova School District for the school year _____.

Employee Signature

Date

Committee Chairman Signature

Committee Member Signature

Committee Member Signature

Date Approved/Signed by Selection Committee: _____

Refer to the current Negotiated Agreement for a full explanation of the Stipend Program.

P.O. Box 1330
675 Second Street
Cordova, AK 99574



(T) 907-424-3265
(F) 907-424-3271
www.cordovasd.org

Addendum 3

Sick Bank Enrollment Form

Deadline for enrollment is September 30 of each school year, or 30 days after employment.

Employee Name: _____ **School Year:** _____

Select one:

- ☐ I am **selecting enrollment** in the sick bank for the above listed school year.
- ☐ I am **declining enrollment** in the sick bank for the above listed school year.

Refer to Article VIII – Sick Leave in the Negotiated Agreement for a full explanation of the Sick Bank Program.

The District has the option of gathering this information from eligible employees electronically.

Employee Signature: _____ **Date:** _____

DISTRICT OFFICE USE ONLY

Received by: _____ Date: _____

P.O. Box 1330
675 Second Street
Cordova, AK 99574



(T) 907-424-3265
(F) 907-424-3271
www.cordovasd.org

Addendum 4

Intent to Advance

"The Teacher will notify, in writing, the Superintendent's Office on or before October 1, if this falls on a weekend then the following Monday, of the school year before possible advancement on the salary schedule. The purpose of this is to notify the District of the Teacher's intent to take courses that may advance him/her on the salary schedule. It is understood that specific course titles may not be known at this time. However, the professional relevance of the course must be verified, in advance, by the Superintendent. This notice lets the District know of possible budgetary changes due to salary advancement." *(Certificated Negotiated Agreement – Item XVIII Section 6(a): Credit Evaluation)*

School(s) Attended	Dates	Course Title(s)	Semester Hours	Quarter Hours

It is my intent to complete the courses listed above, for the purposes of advancing on the salary schedule for the fiscal year: _____

Employee Name: _____ Moving from Step: _____ to: _____

Signature: _____ Date Signed/Submitted: _____

Certification of Timely Receipt in Superintendent's Office

Received by: _____ Date: _____

Final Review

☐ **Approved**

This request has been approved.

Salary schedule advancement will take effect as of the above noted fiscal year.

☐ **Denied**

This request has been denied* for the following reason(s):

**Employee must submit a new request for future consideration.*

Superintendent's Signature: _____ Date: _____

P.O. Box 1330
675 Second Street
Cordova, AK 99574



(T) 907-424-3265
(F) 907-424-3271
www.cordovasd.org

Addendum 5

Request for Remaining Sick Leave Payment

Deadline for initiating this benefit is March 1 of the school year it is to be utilized.

Refer to Article VIII-Sick Leave, Section B of the Negotiated Agreement to determine eligibility for use of this benefit.

Employee Name: _____ **School Year:** _____

I am eligible to receive this benefit as a certificated employee voluntarily leaving the District and am selecting to receive payment for _____ accumulated sick days while in the Cordova School District at the rate provided for in Article VIII of the Negotiated Agreement.

Employee Signature: _____ Date Submitted: _____

Certification of Timely Receipt in Superintendent's Office

Received by: _____ Date: _____

Final Review

☐ **Approved**

This request has been approved.

☐ **Denied**

This request has been denied for the following reason(s):

Superintendent's Signature: _____ Date: _____