

# 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 2009/10, 2010/11, and 2011/12 school years, excluding all administrative personnel groups.

Agreed upon this \_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
/s/ Adam Low  
Co-President  
Cordova Education Assn

\_\_\_\_\_  
/s/ Valerie Covell  
President  
Cordova Board of Education

\_\_\_\_\_  
/s/ Pam Moe  
Co-President & Negotiations Chairman  
Cordova Education Assn

\_\_\_\_\_  
/s/ Jim Nygaard  
Negotiations Chairman  
Cordova School Board

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## **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 define. 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.

#### **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, 2009 and terminate June 30, 2012. Should negotiations extend beyond the effective termination date; this agreement will remain in effect until a new contract 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 20 school days of receipt of the written request, the negotiation teams will establish a date to initiate negotiations.

#### **Item VI - Health Examination**

The School 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. If there is no local medical facility, the negotiated rate will be determined by Providence Medical Facility in Anchorage.

#### **Item VII - Insurance Benefits**

- A. The District shall provide health and life insurance coverage to its eligible certified employees and their dependents. The insurance plan shall be medical/dental/audio/vision, including orthodontia, insurance through the NEA-Alaska Health Trust, Plan 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.

For each of the following school years, employees will pay the following amounts per month as their share of health insurance premiums:

For FY 2009-2010 - \$60.00 per month

For FY 2010-2111 - \$60.00 per month plus 50% of monthly insurance premium over \$1,440.00  
For FY 2011-2012 - \$60.00 per month plus 50% of monthly insurance premium over \$1,440.00

- 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.
- D. If a certificated teacher has other health insurance, they have the option of opting out of the District health insurance on a yearly basis. See Addendum A.

### **Item VIII - Sick Leave**

- A. All certificated 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  
At the beginning of each school year, teachers will be credited with twelve (12) sick days per school year. Unused days shall accumulate from year to year. Unused days may be cashed out upon the retirement of a teacher as determined by state statute.  
In the event a teacher's sick leave and sick leave bank allocations have been exhausted 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.
- B. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis. Any professional employee whose position requires a teaching certificate is eligible to participate.
  - 1) Each employee enrolling in the bank will donate one day of his sick leave to the bank each September 1, until the bank is built up to a maximum of 100 days. No more days will be added to this maximum until the bank is depleted to 75 days, except in the case of new participants.
  - 2) Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
  - 3) In the event that the bank becomes totally depleted during the school year, each member of the bank will donate an additional day up to a maximum of two days per year.
  - 4) A person withdrawing from membership in the bank will not be able to withdraw the days they have contributed to the bank.
  - 5) The first 20 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 absence without pay.
  - 6) A person will not be able to withdraw days from the bank until his own sick leave is depleted.
  - 7) A maximum of 24 days each school year can be drawn by one individual from the bank in addition to his accumulated days.
  - 8) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
  - 9) Sick leave days can only be withdrawn from the bank for an individual member's illness.
  - 10) A letter must accompany requests for use of Bank Days from the attending physician.
  - 11) In the event of a disagreement, final decision on the use of the Sick Leave Bank will be made by the membership of the Sick Leave Bank and the Superintendent.
  - 12) A member may draw from the bank up to twice the number of days accumulated sick leave they have at the beginning of the school year or 24 (whichever is greater). (AS 14.14.105) The deadline for Sick Leave Bank enrollment will be September 30th of each year or thirty days after employment.

## **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 Administrative 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:
  - A. School attendance in the district has decreased; or
  - B. The basic need of the district determined under AS 14/17/410(b)(1) decreased by three percent (3%) or more from the previous year; or
  - C. The district has chosen to discontinue a program.

Layoffs shall take place in accordance with AS 14.20.177.

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 certified employed employee with 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.

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 certified 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-accumulative. 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:

Years of District Service	Days of Personal Leave Per Year
0 through 3 completed	2
4 through 14 completed	3
15 and over completed	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.

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 substitutes. 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.
4. Personal leave may be used the first or last week of school with prior approval of the principal.
5. Personal leave may be taken either preceding or after Christmas or spring vacation, but not both, and requires approval of the principal.

## Item XV - Payment for Extra-Curricular Duties

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

<b>Level A</b> (capped at 17% of 2009/10 base) Activity Director	\$ 6,513
<b>Level B</b> (capped at 14% of 2009/10 base) Boys Varsity Basketball Head Coach Girls Varsity Basketball Head Coach Wrestling Varsity Head Coach Swimming Varsity Head Coach Volleyball Varsity Head Coach	\$ 5,364
<b>Level C</b> (capped at 8.25% of 2009/10 base) JV Boys Basketball Coach JV Girls Basketball Coach JV Volleyball Coach JV Wrestling Coach (if more than 13 participate) Junior High Boys Basketball Coach Junior High Girls Basketball Coach Junior High Volleyball Coach Junior High Wrestling Coach Cheerleading (Basketball) Coach Concessions Advisor Student Council Advisor Intramural Advisor Cross Country	\$ 3,161
<b>Level D</b> (capped at 5.5% of 2009/10 base) Junior High (Basketball) Cheerleading Coach Senior Class Advisor Junior Class Advisor High School Problem Solving Advisor Jr High Problem Solving Advisor Elementary Problem Solving Advisor Academic Decathlon Advisor Pep Band Advisor Drama Club Advisor Science Club Advisor	\$2,107
<b>Level E</b> (capped at 3% of 2009/10 base) Yearbook Advisor Concert Director Sophomore Class Advisor Freshman Class Advisor 8 <sup>th</sup> Grade Class Advisor 7 <sup>th</sup> Grade Class Advisor	\$1,149

Battle of the Books Advisor  
Choir Accompanist  
Science Festival Advisory  
National Honor Society Advisor

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

All extra-curricular duties will be filled on a voluntary basis. Class advisor positions may be assigned to a certified staff if it is determined that a qualified non-certified person is unavailable.

All extra-curricular openings will be posted in-house prior to being posted to the general public.

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

The board will determine annually those activities to be funded; 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 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.

## **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 the 31st of October.

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

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, expenses. A check with the registrar's office at the U of A, Fairbanks, 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 31st of October to review applications for reimbursement for summer courses, and by May 15 for fall, winter, and/or spring courses.

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

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.

\* \$20,000 - allocated for summer courses

\* \$ 4,000 - allocated for courses taken during the fall and spring semesters

Any funds not used for summer courses will be applied to courses taken during the school year.

## **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:

### **LEVEL ONE**

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 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 TWO**

If the grievance is not resolved at Level One, then the aggrieved party shall refer the grievance in writing to the Superintendent within six days after receipt of the Level One answer. The Superintendent or his/her official designee shall arrange for a meeting with the aggrieved party to take place within five days after his/her receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have four 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 THREE**

If the grievance is not resolved at Level Two, then the aggrieved party shall refer the grievance in writing to the President of the School Board within five days after receipt of the Level Two 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 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 days following the hearing. Such statement shall contain a brief summary of the Board's findings and the conclusion reached.

## **LEVEL FOUR**

If the grievance is not resolved at Level Three, 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 days of his/her receipt of the Level Three 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 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.

## **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.

***Cordova School District***  
***ITEM XVIII – Certificated Salary Scale***  
**\*\*\* *School Year 2009/10***

<b>Years Experience</b>	<b>B.A.</b>	<b>B.A. + 15</b>	<b>B.A. + 30</b>	<b>M.A. or B.A. + 45</b>	<b>M.A. + 15 or B.A. + 60</b>	<b>M.A. + 30 or B.A. + 75</b>
<b>0</b>	\$ 38,312	\$ 40,036	\$ 41,759	\$ 43,484	\$ 45,208	\$ 46,932
<b>1</b>	\$ 40,036	\$ 41,759	\$ 43,484	\$ 45,208	\$ 46,932	\$ 48,656
<b>2</b>	\$ 41,759	\$ 43,484	\$ 45,208	\$ 46,932	\$ 48,656	\$ 50,380
<b>3</b>	\$ 43,484	\$ 45,208	\$ 46,932	\$ 48,656	\$ 50,380	\$ 52,105
<b>4</b>	\$ 45,208	\$ 46,932	\$ 48,656	\$ 50,380	\$ 52,105	\$ 53,828
<b>5</b>	\$ 46,932	\$ 48,656	\$ 50,380	\$ 52,105	\$ 53,828	\$ 55,552
<b>6</b>	\$ 48,656	\$ 50,380	\$ 52,105	\$ 53,828	\$ 55,552	\$ 57,275
<b>7</b>	\$ 50,380	\$ 52,105	\$ 53,828	\$ 55,552	\$ 57,275	\$ 58,999
<b>8</b>		\$ 53,828	\$ 55,552	\$ 57,275	\$ 58,999	\$ 60,724
<b>9</b>			\$ 57,275	\$ 58,999	\$ 60,724	\$ 62,448
<b>10</b>				\$ 60,724	\$ 62,448	\$ 64,171
<b>11</b>				\$ 62,448	\$ 64,171	\$ 65,895
<b>12</b>				\$ 64,171	\$ 65,895	\$ 67,620
<b>13</b>				\$ 65,895	\$ 67,620	\$ 69,344
<b>14</b>					\$ 69,344	\$ 71,068
<b>15</b>						\$ 72,792

For the benefit of this contract, a starting teacher will begin at a salary of \$43,484 and remain there until their years of experience catch up and they advance on the scale.

***Cordova School District***  
***ITEM XVIII – Certificated Salary Scale***  
***\*\*\* School Year 2010/11***

<b>Years Experience</b>	<b>B.A.</b>	<b>B.A. + 15</b>	<b>B.A. + 30</b>	<b>M.A. or B.A. + 45</b>	<b>M.A. + 15 or B.A. + 60</b>	<b>M.A. + 30 or B.A. + 75</b>
<b>0</b>	\$ 39,844	\$ 41,637	\$ 43,429	\$ 45,223	\$ 47,016	\$ 48,809
<b>1</b>	\$ 41,637	\$ 43,429	\$ 45,223	\$ 47,016	\$ 48,809	\$ 50,602
<b>2</b>	\$ 43,429	\$ 45,223	\$ 47,016	\$ 48,809	\$ 50,602	\$ 52,396
<b>3</b>	\$ 45,223	\$ 47,016	\$ 48,809	\$ 50,602	\$ 52,396	\$ 54,189
<b>4</b>	\$ 47,016	\$ 48,809	\$ 50,602	\$ 52,396	\$ 54,189	\$ 55,981
<b>5</b>	\$ 48,809	\$ 50,602	\$ 52,396	\$ 54,189	\$ 55,981	\$ 57,774
<b>6</b>	\$ 50,602	\$ 52,396	\$ 54,189	\$ 55,981	\$ 57,774	\$ 59,566
<b>7</b>	\$ 52,396	\$ 54,189	\$ 55,981	\$ 57,774	\$ 59,566	\$ 61,359
<b>8</b>		\$ 55,981	\$ 57,774	\$ 59,566	\$ 61,359	\$ 63,153
<b>9</b>			\$ 59,566	\$ 61,359	\$ 63,153	\$ 64,946
<b>10</b>				\$ 63,153	\$ 64,946	\$ 66,738
<b>11</b>				\$ 64,946	\$ 66,738	\$ 68,531
<b>12</b>				\$ 66,738	\$ 68,531	\$ 70,324
<b>13</b>				\$ 68,531	\$ 70,324	\$ 72,117
<b>14</b>					\$ 72,117	\$ 73,911
<b>15</b>						\$ 75,704

For the benefit of this contract, a starting teacher will begin at a salary of \$45,223 and remain there until their years of experience catch up and they advance on the scale.

***Cordova School District***  
***ITEM XVIII – Certificated Salary Scale***  
***\*\*\* School Year 2011/12***

<b>Years Experience</b>	<b>B.A.</b>	<b>B.A. + 15</b>	<b>B.A. + 30</b>	<b>M.A. or B.A. + 45</b>	<b>M.A. + 15 or B.A. + 60</b>	<b>M.A. + 30 or B.A. + 75</b>
<b>0</b>	\$ 41,836	\$ 43,719	\$ 45,600	\$ 47,484	\$ 49,367	\$ 51,250
<b>1</b>	\$ 43,719	\$ 45,600	\$ 47,484	\$ 49,367	\$ 51,250	\$ 53,133
<b>2</b>	\$ 45,600	\$ 47,484	\$ 49,367	\$ 51,250	\$ 53,133	\$ 55,015
<b>3</b>	\$ 47,484	\$ 49,367	\$ 51,250	\$ 53,133	\$ 55,015	\$ 56,898
<b>4</b>	\$ 49,367	\$ 51,250	\$ 53,133	\$ 55,015	\$ 56,898	\$ 58,780
<b>5</b>	\$ 51,250	\$ 53,133	\$ 55,015	\$ 56,898	\$ 58,780	\$ 60,663
<b>6</b>	\$ 53,133	\$ 55,015	\$ 56,898	\$ 58,780	\$ 60,663	\$ 62,545
<b>7</b>	\$ 55,015	\$ 56,898	\$ 58,780	\$ 60,663	\$ 62,545	\$ 64,427
<b>8</b>		\$ 58,780	\$ 60,663	\$ 62,545	\$ 64,427	\$ 66,310
<b>9</b>			\$ 62,545	\$ 64,427	\$ 66,310	\$ 68,193
<b>10</b>				\$ 66,310	\$ 68,193	\$ 70,075
<b>11</b>				\$ 68,193	\$ 70,075	\$ 71,958
<b>12</b>				\$ 70,075	\$ 71,958	\$ 73,840
<b>13</b>				\$ 71,958	\$ 73,840	\$ 75,723
<b>14</b>					\$ 75,723	\$ 77,606
<b>15</b>						\$ 79,489

For the benefit of this contract, a starting teacher will begin at a salary of \$47,484 and remain there until their years of experience catch up and they advance on the scale.

## Salary Schedule Conditions

1. \* The highest induction step a teacher entering from schools outside the State of Alaska will be four years. The highest induction step for teachers entering the district from within the State of Alaska will be four years with a bachelor's degree and six years with a master's degree.
2. The credits indicated in all columns are taken to mean semester credits, or quarter credits multiplied by the factor of 2/3.
3. Official transcripts must be submitted showing degree conferred and semester hours of credit earned subsequent to the granting of the degree.
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 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. 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 Masters or Doctorate degree a teacher will not be placed at a lesser salary than previously earned.

## **Item XIX - Teacher Transfer/Job Openings**

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

Whenever a teacher vacancy or new position occurs, the District will publish a notice of the vacancy for ten school days in both teachers' lounges and send emails to the staff. A contracted teacher who desires to fill a vacancy may submit a written request to the principal of the building in which the vacancy occurs to make such a change.

If, during the summer, a teacher wishes to receive notice of any vacancies that occur, he/she must leave with the superintendent self-addressed, stamped envelopes with his/her summer address(es). The superintendent will then mail all vacancy notices to that teacher's addresses by certified mail. A teacher's written request to fill a vacancy must be received by the superintendent within 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 vacancies will be given to tenured district teachers. From among employees 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 shall provide a written explanation of the reasons for the denial, including a description of the factors relevant in making the decision within 10 days. 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.

The timelines established by this policy 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.

The district shall take reasonable steps to notify all qualified employees of vacancies.

## **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, are 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 173 student days, 7 holidays, and 7 in-service days.

B. The standard workday for teachers shall consist of 7.5 hours including a 30 minute duty-free lunch time. School day hours will run from 8:30-4:00 each day.

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. If extra training days are desired by the District, they will be voluntary and teachers will be reimbursed at a minimum of \$200 per day.

## **Addendum 1 – Opt Out for Insurance**

# Insurance Sign Up for FY10

The Cordova School District would like to offer you an alternative to having health insurance provided by the district. We would like to give you the opportunity to sign up for a \$500 per month (for the months you work: 9, 10, 11, or 12 months) stipend in place of health insurance. You must have other health insurance to take advantage of this \$500 per month stipend for full time employees (30 or more hours per week) or \$250 per month for half time employees (20 to 30 hours per week).

Name \_\_\_\_\_

Please check one of the boxes below.

- I am eligible for the NEA insurance offered through the school and wish to receive the insurance in FY10.
- I am eligible for the NEA insurance offered through the school for half time employees at a cost of approximately \$720 per month and wish to receive the insurance in FY10.
- I would like to receive the \$500 per month stipend for waiving health insurance through the school. I have health insurance through another plan. Please list other health insurance. \_\_\_\_\_
- I am eligible for half the cost of the NEA insurance offered through the school at a cost of \$720 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.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Please return this form to the District Office by May 15, 2009. Thank you.