

NEGOTIATED AGREEMENT  
BETWEEN THE  
KASHUNAMIUT SCHOOL DISTRICT (KSD)  
AND THE  
CHEVAK EDUCATION SUPPORT PROFESSIONALS  
ASSOCIATION (CESPA)  
2018-2021

**Updated: 12/11/2018**

**CESPA Approval:**

**KSD School Board Approval:**

## Table of Contents

ARTICLE I: ADMINISTRATION	3
ARTICLE II: DEFINITIONS	4
ARTICLE III: ASSOCIATION RIGHTS	5
ARTICLE IV: MEMBERSHIP AND MANAGEMENT RIGHTS	7
ARTICLE V: PERSONNEL FILES	8
ARTICLE VI: SAFETY AND LIABILITY	9
ARTICLE VII: CLASSIFICATION AND TERMS OF EMPLOYMENT	9
ARTICLE VIII: WORK RULES	10
ARTICLE IX: DISCIPLINE AND DISCHARGE	14
ARTICE X: RESIGNATION AND REDUCTION IN FORCE	15
ARTICLE XI: SPECIAL CERTIFICATE REIMBURSEMENTS	16
ARTICLE XII: SALARY PLACEMENT AND CONDITIONS	17
ARTICLE XIII: EXTRA DUTY JOBS	21
ARTICLE XIV: ANNUAL LEAVE	22
ARTICLE XV: OTHER FORMS OF LEAVE	23
ARTICLE XVI: SICK LEAVE BANK	26
ARTICLE XVII: INSURANCE	26
ARTICLE XVIII: GRIEVANCES	28
ARTICLE XIX: NEGOTIATIONS	32

**PREAMBLE**

In order to effectuate the provisions of Title 23, the Public Employment Relations Act (hereinafter the Act): and to set forth prescribed rights with respect to wages, hours, terms and conditions of employment of educational support employees of the School District, this Agreement is made and entered into on December 18, 2018 by and between the District and Chevak Education Support Professionals Association (CESPA).

**ARTICLE I: ADMINISTRATION**

A. Recognition

The District hereby recognizes the Chevak Education Support Professionals Association/National Education Association-Alaska as the exclusive representative for all support and Type M certified employees in the Kashunamiut School District excluding the Business Manager, Directors, secretaries for the Board/Superintendent, the Payroll Specialist, KCUK General Manager, and the Administrative Secretary/HR Specialist and substitutes.

B. Rights Clause

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.

C. Non-Discriminatory Practices

The District and Association shall not discriminate against any bargaining unit member in matters of salaries, fringe benefits, similar terms and conditions of employment, or any other conditions of this Agreement on the basis of race, sex, color, religion, age, physical handicap, marital status, change in marital status, political affiliation, or national origin.

D. Memorandums of Understanding (MOUs)

MOUs during the term of this agreement may be initiated by the superintendent with the advice and consent of the chair of the school board, the union president, and the chief negotiator for the CEA. Such MOUs would require unanimous consent for all four persons. MOUs made by the committee are not specifically limited in scope and are primarily for interim adjustments or problem-solving with respect to unforeseen problems which need prompt attention during the term of this Agreement. MOUs under this

section do not require a vote of the union to become effective. Any of the parties can designate another person to act for them in negotiating an MOU under this provision.

## **ARTICLE II: DEFINITIONS**

<b>Assignment:</b>	Refers to Job Classification and/or location(s).
<b>Association:</b>	Chevak Educational Support Professionals Association
<b>Association Representative:</b>	President of CESPFA or her/his designee(s) including but not limited to officers and executive council members.
<b>Bargaining Unit:</b>	All educational support employees who fill positions in various job classifications, as established in ARTICLE 1.
<b>Board:</b>	School Board of the Kashunamiut School District.
<b>Building Representative:</b>	A duly elected or appointed employee who represents the Association throughout the District.
<b>Day:</b>	For the purposes of this Agreement, shall mean workday, except for those instances where it is specified as "calendar" day.
<b>District:</b>	Kashunamiut School District.
<b>Employee:</b>	When used hereinafter in the Agreement shall refer to all support employees represented by the Chevak Education Support Professionals Association.
<b>Grant Funded Employee:</b>	An employee hired in a grant funded position working 20 hours or more per week is eligible for all benefits described in this agreement with the exception of health insurance for those working less than 30 hours per week, and Article 10.
<b>Immediate Supervisor:</b>	The lowest level of management personnel not in the bargaining unit, having evaluative responsibilities over any one employee or group of employees.
<b>Interim Employee:</b>	An employee hired to replace a permanent employee on an approved leave. This person shall be eligible for all benefits as described in this agreement.
<b>PT Grant Funded Employee:</b>	An employee hired in a grant-funded position working less than 20 hours per week is eligible for all benefits described

in this agreement with the exception of health and life insurance, and Article 10

**Permanent Employee:** An employee who holds a budgeted position. This person shall be eligible for benefits as described in this agreement.

**Permanent Part-Time Employee:** An employee who is employed less than 20 hours per week in a budgeted position. This person shall be eligible for all benefits as described in this agreement with the exception of health and life insurance.

**Personnel Action Form:** A form issued upon employment which does not constitute a contract but is advisory to the employee concerning her/his date of employment, pay range and step, special terms of employment where applicable, job site, job classification, and date of hire.

**Probationary Period:** Upon hire an employee's probationary period shall continue for ninety (90) working days. During the probationary period, an employee may be dismissed for lack of job skills or other just cause.

**Resignation:** A written voluntary action by an employee to sever employment with the School District.

**Superintendent:** Superintendent of Schools or her/his designee.

**Temporary:** Same as an interim

**Termination:** Discharge or any other action involuntarily severing employment with the School District.

**Transfer/reassignment:** Refers to a change in Job Classification and/or location(s).

**Workweek:** A workweek shall be defined as five consecutive days unless mutually agreed upon by the supervisor and the employee.

**Year:** For the purposes of this Agreement, shall mean July 1 through June 30, unless otherwise specified.

### **ARTICLE III: ASSOCIATION RIGHTS**

#### **A. Limitations**

Membership in a bargaining unit is voluntary and not required of any classified employee.

B. Membership

The Association, which is the legally recognized exclusive bargaining representative of the employees as described in Article I, shall have the right to have deducted from the salary of the members of the Association (upon receipt of a written authorization form) an amount equal to fees and dues required for membership in the Association. The dues deduction form and authorization shall remain from year to year, unless withdrawn in writing by the employee by September 15. Pursuant to such authorization, the District shall deduct dues according to Association direction. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, orders, judgements and other forms of liability which arise out of the District's compliance with this provision.

C. Dues/Fees Deduction

1. All Association dues/fees may be withheld by payroll deduction during a period of nine (9) months, September through May, upon receipt of the authorized membership requests. Deductions withheld will be paid monthly to the CESPAs Treasurer.
2. The Association shall be notified of the names, addresses and work assignments of all new employees monthly.
3. The CESPAs Treasurer shall annually notify the District as to dues/fee amount to be deducted.
4. Employees who join CESPAs after the start of the school year shall have their dues and fees for association membership deducted from their paychecks in equal amounts over the months remaining in the school year.

E. Continuing Membership

A member who wishes to stop payroll deduction of the dues/fees must notify the Association and District in writing by the 15th of September of the school year as such action is to become effective.

F. Association Representatives

The Association shall have the right to designate an Association/Building representative and will provide the Superintendent's office with the name of the Association/Building representative so designated.

G. Inter-School Mail

The Association may use the inter-school mail distribution consistent with United States Postal Rules and Regulations.

H. Release Time

An employee, acting as an Association Representative, shall suffer no loss of pay for working hours spent in conferences/meetings scheduled at District request.

I. Use of Facilities and Equipment

The Association and its representatives shall have the right to use the school buildings and equipment, at no cost to the Association at all reasonable hours, for Association business with advance approval of the principal. Any equipment lost, stolen, or damaged while in use by the Association shall be repaired or replaced at Association expense.

J. Benefit Information

Each new employee shall receive a packet of information to include a copy of the District Health, Dental, and Optical Plan booklet and a retirement plan booklet when available.

K. Bulletin Boards

The District agrees to furnish a bulletin board space at the employees' workroom to be used by the Associations and the Associations agree to keep it up to date.

L. Provided Documents

The District will furnish board agendas and minutes to the designated representation prior to board meetings via electronic mail. Additionally, a copy of the proposed budget may be provided upon request at the appropriate time.

## **ARTICLE IV: MEMBERSHIP AND MANAGEMENT RIGHTS**

A. Commitments

The District agrees that it shall not directly or indirectly impede, restrain, or attempt to restrain any employee from belonging to the Association, taking an active part in Association affairs, or discriminate against any employee because of her/his Association membership or lawful Association activity. The Association and the District agree that they shall not directly or indirectly harass, coerce, or put pressure of any type on an employee to join or not to join or to support or not support the Association or any of its activities.

B. Reserved Authority

The District reserves unto itself the functions and activities of the Board, the standards of educational services, the school curricula, the District budget for operations and capital projects, the utilization of technology in the District's operations, the organization and staffing of school programs, the selection for hire of Educational Support Personnel, assignments and job descriptions.

## **ARTICLE V: PERSONNEL FILES**

### **A. Document Access**

All materials, including employee evaluations, placed in the permanent District Office employee's file and originating within the District shall be available to the employee or her/his designee for inspection on an individual conference basis by request and appointment.

### **B. Materials Placement**

Material originating within the District regarding an employee's conduct, service, character, or personality shall not be placed in an employee's file unless it is dated and signed by the author, or a person witnessing the delivery of the material to the employee in question. A U.S. Postal return receipt card may be used as proof of signature. The employee shall have an opportunity to read any material before it is entered into her/his file. The employee will be requested to affix her/his signature to the actual copy to be filed. Such signature indicates only that the material has been seen. An employee may write a written response to be maintained in the file.

### **C. Materials Removal**

Materials included in the employee's personnel file are subject to removal at the discretion of the Superintendent. One year after inclusion of material, an employee may make an appointment and meet with the Superintendent to discuss the removal of such material.

### **D. Evaluation Retainment, Procedures and Appeal**

If the Superintendent deems it necessary to retain the material, the employee shall be informed. The employee shall have ten (10) calendar days to respond to the Superintendent's decision. Evaluation forms and other documents pertaining to employee performance remain in the employee's personnel file. Only one official personnel file shall be maintained for each employee. The employee shall have the right

to respond in writing to any material filed, and such response shall be included in the file. Each employee shall receive a copy of her/his evaluation. Unsubstantiated allegations and other complaints that do not result in a formal reprimand shall not be placed in the personnel file.

E. Maintenance

It is recognized by the Association that building files are maintained. Building files will not be transferred.

**ARTICLE VI: SAFETY AND LIABILITY**

A. Employee Negligence

Except for acts of proven negligence or deliberate action, employees shall not be responsible for stolen or damaged property if the employee promptly reports such damage or loss to the District.

B. Employee Safety

The District shall provide all clothing, when required by State Law or Regulation, tools, and equipment required, which will be maintained in a safe and satisfactory condition. Safety devices and first aid equipment, as determined by the District, shall be provided at District expense. Employees shall be responsible for tools and equipment so supplied; ordinary wear and tear will be expected. Tools or equipment which become damaged or stolen through the employee's proven negligence or deliberate act shall be replaced or paid for by the employee.

C. Disclaimer

No employee shall be discriminated against in any manner because of a refusal to operate unsafe equipment or work in an unsafe work environment as determined by State or Federal regulations. Employees who fail to comply with established equipment operations or work environment rules will be subject to district disciplinary procedures.

D. Reporting

Employees shall be required to turn in equipment condition reports and unsafe work environments when requested by the District.

**ARTICLE VII: CLASSIFICATION AND TERM OF EMPLOYMENT**

A. Personnel Action Form

Each educational support employee and her/his administrator will receive a "Personnel Action Form" by the employee's last working day that provides employment information for the following fiscal year:

1. Number of working days.
2. Pay schedule (pay range and step).
3. Special terms of employment where applicable.
4. Job classification or title
5. Date of original hire.
6. Reporting date.

If any change in the Personnel Action Form is made during the year, the employee and her/his administrator shall receive copies.

B. Non-Compliance

Should the District be unable to comply with the above notification date for good and sufficient reasons they shall notify the Association in writing, explaining the reasons for the delay and the expected date of compliance. In no event will the notification to the Association be later than May 30th.

C. Probationary Period

Each new employee will be employed for a probationary period to determine her/his potential in a position, as defined in Article 2.

D. Classification

Job Classifications are determined by assigned duties and skill-sets required to perform the duties of the job. The Superintendent annually reviews job classifications and makes changes as needed.

## **ARTICLE VIII: WORK RULES**

A. Workday/Work Week

The District shall determine the workweek and workday. Employees shall be notified in writing a minimum of ten (10) days prior to changes in assignment, including number of hours, days and/or week.

B. Vacancies

The District shall post classified staff vacancies in the normal places including the school. Vacancy announcements shall be posted for a minimum of ten (10) full working days.

Classified employees may make a written request to be considered for posted vacancies.

C. Interim/Temporary Positions

When an employee fills an interim/temporary position and it ends, that employee will no longer continue employment with the district unless he/she applies for another vacancy.

D. Transfer/Reassignment

1. Voluntary

- a. Employees who desire to apply for vacancies must submit a transfer request
- b. Support employees who meet the minimum qualifications shall comprise at least sixty-six (66) percent of the number of applicants interviewed. If all transferees are granted interviews, the sixty-six (66) percent rule does not apply. Employees shall not be allowed to transfer more than one time during a school year.
- c. The most qualified applicant shall be selected to fill the position. All things being equal, preference will be given to District employees.
- d. Years of experience with the District, within the job classification, shall be considered.

2. Involuntary

- a. Should it be necessary to involuntarily transfer an employee in the midst of the begin/end dates of the Personnel Action form, the employee shall be given written reasons and granted an interview prior to the involuntary transfer. The employee shall receive ten (10) days of notice prior to the transfer. Should the employee desire, he/she may request a meeting with the Superintendent or his designee. The employee is entitled to Association representation at the meeting. An appeal can be forwarded to the board to be reviewed in executive session.
- b. An employee involuntarily transferred shall have a priority to return to her/his previous assignment for a period of eighteen (18) months following such involuntary transfer.

E. Summer Employment

Summer work positions will be filled by current employees whenever possible. If summer work is an extension of the same job, the employee shall receive pay no less than the pay presently in force for her/his position.

F. Shift Changes

Employees shall be scheduled to work on regular shifts. Employees' work schedules shall not be changed without notice to the employee at least ten (10) work shifts prior to the date the change is to be effective, unless the Superintendent and employee agree to other arrangements.

G. Time and Attendance

Employee are responsible for arriving prior to or on time for their scheduled shift and staying until the appropriate time. Additionally, attendance is essential with continual absence affecting student success. Chronic tardiness and excessive absenteeism (especially in excess of 45 days) may lead to a failure to advance a step on the salary scale and additional discipline up to termination of employment.

H. Leave During Emergency Closures

In the event that it becomes necessary to close the school/district because of inclement weather, or other natural or manmade disasters, the school administration shall make every attempt to notify the appropriate media services. No employee shall be required to remain at a worksite after the students have been dismissed and the building administrator has closed the worksite because of hazardous health and safety conditions. Employees who are on approved leave on a day in which schools are closed shall not lose such approved leave. In case of extended closure these rules shall not apply (i.e., fire, earthquake, etc.).

I. Overtime Pay

Any employee required to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for each overtime hour worked. In the case where more than one employee can perform the job, the District and/or supervisor, whenever possible will distribute overtime on an equitable basis. The District may provide compensatory time off for the non-scheduled and/or overtime work.

J. District Meetings

When employees are required by the District to attend meetings or required training/professional development for the purpose of orientation or training outside of their scheduled work calendar, they shall be compensated at their rate of pay for actual hours in attendance. When employees are required by the District to attend meetings,

they shall be compensated for their time at their regular rate of pay, including overtime when applicable.

K. Lunch Break

An uninterrupted duty-free lunch period of not less than thirty (30) minutes nor more than one (1) hour, shall be allowed at midday, but should not to exceed five (5) hours of continuous work, of each shift. An additional lunch period of thirty (30) minutes shall be allowed when an employee works two (2) hours or more past her/his normal shift.

L. Duty

The campus administration may require duty assignments (lunch, breakfast, recess, hallway, etc.) during the course of the academic day based on needs. Such assignments should not exceed 30 minutes in length unless mutual consent is obtained.

M. Relief Periods

All employees shall be allowed one (1) fifteen (15) minute relief break within every four (4) hour segment of work performed.

N. Pay Checks/Stubs

1. Pay Checks

- a. Pay checks will be issued for actual hours worked.
- b. If a regular day for pay falls on a holiday then the last working day before such a holiday shall be considered the payday.
- c. All new hires will have their paychecks automatically deposited in one or more financial institutions of their choosing.
- d. The District shall itemize all deductions, as space permits on the pay check/stub so employees can clearly determine the purpose for amounts which have been withheld, and the pay warrant shall include the number of straight-line hours and dues/deductions.

O. Pay Shortages

If an employee feels they has been shorted pay for work done, a written request must be submitted to receive the shorted pay stating why they believes the pay was incorrect. Pay shortages shall be processed after receipt of the employee's proven complaint. Pay shortages shall be paid as soon as possible, but in no event later than the next pay period.

P. Time Sheets

Time sheets shall reflect actual hours worked.

O. Termination Pay

When an employee is terminated, wages become due immediately and shall be paid within five (5) workdays or as soon as all payroll forms and leave forms are submitted. Employees may choose a paper check or payroll deposit, but proof of receipt is required.

Q. Transportation of Students

Educational Support employees shall not be required to transport students in their own vehicle unless warranted by medical emergency.

R. Substitutes

Classified personnel may be required to substitute in a different area as need requires. Substitutes will not be hired for support employees unless the building administrator perceives a pressing need that cannot be filled with on-site staff. When performing the duties of a substitute teacher, the pay rate for such assignment should be followed ore the daily rate, whichever is higher.

## **ARTICLE IX: DISCIPLINE AND DISCHARGE**

A. Process

The Association agrees that the District has the right to discipline an employee, for just cause and following due process. In cases where the District determines to discharge, suspend, or demote an employee, said employee shall have the charges presented in writing and tendered, at the request of the employee, in the presence of an Association member. The employee shall be given two (2) week notice or two (2) week pay prior to involuntary discharge. In cases of drunkenness, dishonesty, disobedience, abandonment of duties, or unexcused absence of more than three (3) consecutive days, the employee shall be subject to immediate suspension and/or discharge without two (2) week notice or two (2) week pay. Where any disciplinary action involving an educational support employee(s) is undertaken, it will be handled in a confidential manner.

B. Discharge Rights

Any educational support employee discharged, suspended, or demoted shall have full access to the rights as provided in Grievance Procedures. In cases of termination, the appeal process will begin at Level II. Any educational support employee found by the Board or the Administration to have been suspended or discharged unjustly shall be reinstated with full compensation for all lost time and full restoration of all other rights

and conditions of employment.

C. District Commitments

The District agrees to follow a policy of progressive discipline, provided, however, disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

D. Time Sensitive

Any complaint not called to the attention of the employee within thirty (30) days, may not be used as the basis for any disciplinary action against the employee.

**ARTICLE X: RESIGNATION AND REDUCTION IN FORCE**

A. Procedure

A resignation is a voluntary statement in writing on the part of an employee that desires to sever employment with the District. The employee shall give the District two (2) week notice before leaving employment. Employees leaving without two (2) week notice may not be eligible for rehire. This notice period may be shortened through mutual agreement beforehand between the District and the employee.

B. Layoff /Reduction in Force

A reduction in force includes elimination of a position or a reduction in hours below eligibility for health benefits. Whenever possible, layoff will be accomplished through normal attrition. Further, the District shall attempt to lessen the impact and extent of a layoff through voluntary transfers, encouragement of unpaid leaves, and early retirement when available. Should a layoff be determined necessary by the District for a reason not prohibited by law, the following procedure will apply:

1. All employees shall have a seniority date, established as the date of hire
2. In the event of a necessary reduction in work force, the District shall first lay off the least senior employees within the job classification affected.
3. In the event of more than one individual employee having the same seniority ranking, all employees so affected shall participate in a drawing by lot to determine position on the seniority list. The Association and affected employees shall be notified of the drawing in writing and shall have the opportunity to be present.

C. Rehire

Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. The employee must accept the offer of position within three (3) working days of notification by certified letter or forfeit their rehire rights. Laid off employees shall remain on a rehire list for twelve (12) months following the layoff. It is the laid off employee's responsibility to inform the District of the current address and phone number or contact. If the District attempts to contact the employee at the last known address and/or phone number and cannot because of invalid information, the employee will be removed from the rehire list. It is the responsibility of the laid off employee to inform the School District of their interest in and availability for rehire, before March 15th annually, in order to retain rehire rights. Failure to inform the District will result in loss of rights to preferential hire.

D. Definitions

“Qualified” for the purposes of this procedure shall mean the educational support personnel has previous satisfactory district experience in job classification and/or demonstrates skills required for the position. “Seniority” shall be defined as length of continuous service part-time or full-time, or a combination of both, measured from most recent date of employment. District-approved professional, educational, health or military leave shall not be considered as interruption of service and time on such leaves shall be counted toward seniority.

## **ARTICLE XI: SPECIAL CERTIFICATE REIMBURSEMENT**

A. Certification

Bargaining unit members who are required, as a condition of employment, to acquire or maintain a certificate or license shall be reimbursed for the cost of such certificate or license (i.e. Type M).

B. Submission

Employees whose certificate or license expires must be able to submit proof of complete application prior to expiration to be eligible for reimbursement.

C. Maintenance

Failure to maintain such certificate will result in reclassification, reduction in pay, and could lead to termination of employment according to Alaska Statute.

## ARTICLE XII: SALARY PLACEMENT AND CONDITIONS

### A. Type M Certificated Salary, 2018-2021

Steps	Type M	M +	M ++
1	32,245	32,995	33,745
2	33,245	33,995	34,745
3	34,245	34,995	35,745
4	35,445	36,195	37,695
5	36,445	37,195	38,695
6	37,445	38,195	39,695
7	38,845	39,595	40,345
8	39,845	40,595	41,345
9	40,845	41,595	42,345
10	42,445	43,145	43,945
11	43,245	44,145	44,945
12	44,245	45,145	45,945
13	44,745	45,645	46,445
14	45,245	46,145	46,945

### B. Column Placement

The Type M salary schedule consist of the “Type M” column for any personnel that has received and maintained Type M certification as defined by the state of Alaska. “M+” consists of personnel who have acquired an Associate’s Degree or an additional 48 hours of credit beyond the Type M certification. “M++ is for personnel who has received a bachelor’s degree in any area related to education, learning or instructional area.

### C. Hour Revisions

Employees teaching less than 7.5 hours/day in Type M area will be compensated at the above salary rate for the actual amount of time teaching.

D. Classified Salary Schedule, 2018-2019

	RANGE									
STEP	0	1	2	3	4	5	6	7	8	9
1	\$15.67	\$16.14	\$16.62	\$17.12	\$17.64	\$18.17	\$18.71	\$19.27	\$19.85	\$20.45
2	\$16.63	\$17.13	\$17.64	\$18.17	\$18.72	\$19.28	\$19.86	\$20.45	\$21.07	\$21.70
3	\$17.66	\$18.19	\$18.74	\$19.30	\$19.88	\$20.47	\$21.09	\$21.72	\$22.37	\$23.04
4	\$18.64	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.92	\$23.61	\$24.32
5	\$19.32	\$19.90	\$20.50	\$21.11	\$21.74	\$22.40	\$23.07	\$23.76	\$24.47	\$25.21
6	\$20.64	\$21.26	\$21.90	\$22.55	\$23.23	\$23.93	\$24.65	\$25.38	\$26.15	\$26.93
7	\$21.63	\$22.28	\$22.95	\$23.64	\$24.34	\$25.08	\$25.83	\$26.60	\$27.40	\$28.22
8	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49	\$26.26	\$27.05	\$27.86	\$28.69	\$29.55
9	\$23.63	\$24.34	\$25.07	\$25.82	\$26.60	\$27.39	\$28.22	\$29.06	\$29.93	\$30.83
10	\$24.61	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.11
11	\$25.64	\$26.41	\$27.20	\$28.20	\$28.86	\$29.72	\$30.62	\$31.53	\$32.48	\$33.45
12	\$26.51	\$27.31	\$28.12	\$28.97	\$29.84	\$30.73	\$31.65	\$32.60	\$33.58	\$34.59
13	\$27.38	\$28.20	\$29.05	\$29.92	\$30.82	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72
14	\$28.26	\$29.12	\$30.00	\$30.90	\$31.82	\$32.76	\$33.72	\$34.70	\$35.70	\$36.72

Classified Salary Schedule, 2019-2020

	RANGE									
STEP	0	1	2	3	4	5	6	7	8	9
1	\$16.14	\$16.62	\$17.12	\$17.63	\$18.17	\$18.72	\$19.27	\$19.85	\$20.45	\$21.06
2	\$17.13	\$17.64	\$18.17	\$18.72	\$19.28	\$19.86	\$20.46	\$21.06	\$21.70	\$22.35
3	\$18.19	\$18.74	\$19.30	\$19.88	\$20.48	\$21.08	\$21.72	\$22.37	\$23.04	\$23.73
4	\$19.20	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05
5	\$19.90	\$20.50	\$21.12	\$21.74	\$22.39	\$23.07	\$23.76	\$24.47	\$25.20	\$25.97
6	\$21.26	\$21.90	\$22.56	\$23.23	\$23.93	\$24.65	\$25.39	\$26.14	\$26.93	\$27.74
7	\$22.28	\$22.95	\$23.64	\$24.35	\$25.07	\$25.83	\$26.60	\$27.40	\$28.22	\$29.07
8	\$23.33	\$24.03	\$24.75	\$25.49	\$26.25	\$27.05	\$27.86	\$28.70	\$29.55	\$30.44
9	\$24.34	\$25.07	\$25.82	\$26.59	\$27.40	\$28.21	\$29.07	\$29.93	\$30.83	\$31.75
10	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.12	\$33.07
11	\$26.41	\$27.20	\$28.02	\$29.05	\$29.73	\$30.61	\$31.54	\$32.48	\$33.45	\$34.45
12	\$27.31	\$28.13	\$28.96	\$29.84	\$30.74	\$31.65	\$32.60	\$33.58	\$34.59	\$35.63
13	\$28.20	\$29.05	\$29.92	\$30.82	\$31.74	\$32.69	\$33.67	\$34.68	\$35.72	\$36.79
14	\$29.11	\$29.99	\$30.90	\$31.83	\$32.77	\$33.74	\$34.73	\$35.74	\$36.77	\$37.82

Classified Salary Schedule, 2020-2021

	RANGE									
STEP	0	1	2	3	4	5	6	7	8	9
1	\$16.62	\$17.12	\$17.63	\$18.16	\$18.71	\$19.28	\$19.85	\$20.44	\$21.06	\$21.70
2	\$17.64	\$18.17	\$18.71	\$19.28	\$19.86	\$20.45	\$21.07	\$21.70	\$22.35	\$23.02
3	\$18.74	\$19.30	\$19.88	\$20.48	\$21.09	\$21.72	\$22.37	\$23.04	\$23.73	\$24.44
4	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26	\$22.93	\$23.62	\$24.32	\$25.05	\$25.80
5	\$20.50	\$21.11	\$21.75	\$22.40	\$23.06	\$23.76	\$24.47	\$25.21	\$25.96	\$26.75
6	\$21.90	\$22.55	\$23.23	\$23.92	\$24.64	\$25.39	\$26.15	\$26.93	\$27.74	\$28.57
7	\$22.95	\$23.64	\$24.35	\$25.08	\$25.82	\$26.61	\$27.40	\$28.22	\$29.07	\$29.94
8	\$24.03	\$24.75	\$25.49	\$26.26	\$27.04	\$27.86	\$28.70	\$29.56	\$30.44	\$31.35
9	\$25.07	\$25.82	\$26.60	\$27.39	\$28.22	\$29.06	\$29.94	\$30.83	\$31.75	\$32.71
10	\$26.11	\$26.89	\$27.70	\$28.53	\$29.39	\$30.27	\$31.18	\$32.11	\$33.08	\$34.07
11	\$27.20	\$28.02	\$28.86	\$29.92	\$30.62	\$31.53	\$32.48	\$33.45	\$34.46	\$35.49
12	\$28.12	\$28.97	\$29.83	\$30.73	\$31.66	\$32.60	\$33.58	\$34.59	\$35.63	\$36.70
13	\$29.05	\$29.92	\$30.82	\$31.74	\$32.70	\$33.67	\$34.68	\$35.72	\$36.79	\$37.90
14	\$29.98	\$30.89	\$31.83	\$32.78	\$33.76	\$34.76	\$35.77	\$36.81	\$37.87	\$38.96

E. Employee Classifications, 2018-2021

Range	Position	Requirements
0	Student Worker	14 years of age or older
1	Temporary Worker (less than 20 weeks)	GED/Diploma
2	Paraprofessional I Production Technician  Radio Announcer Tech Dept Aide I	GED/Diploma  Less than 12 semester hours of coursework in a liberal arts area  GED/Diploma
3	Paraprofessional II School Social Worker II Parent/Community Liaison Secretary I Student Behavior Assistant	GED/Diploma  13 to 24 hours of coursework in a liberal arts or related field of study  (Secretary may substitute 2 years of experience in an office occupation for semester credits)
4	Paraprofessional III	GED/Diploma

	Security Personnel School Social Worker III Tech Dept Aide III Accounts Pay Spec I	AA Degree or 48 semester credits in a related field of study or liberal arts area Education & experience in the field Education & Experience in Technology At Least 12 credits or 1 year of education in accounting area
5	Secretary II Librarian Records/Home School Sec. Paraprofessional IV	GED/Diploma AA Degree or 48 semester credits and 4 years of experience in office occupation or instructional support
6	Cook II Custodian II Paraprofessional V KCUK Producer	GED/Diploma Training required for both positions Para must have AA Degree plus 12 hours or 60 semester credits and 4years of experience
7	Lead Cook Head Secretary Lead Custodian Non-Certified Instructor	4 or more years of experience in field of work Specific training for leadership position/post-secondary training Lead Custodian must have 4 years of experience/strong organizational skills
8	Maintenance Worker	36 hours of post-secondary training
9	Technology/PowerSchool Type M Certified Instructors	42 semester hours of credit in appropriate area/experience in administrative support position

F. Range Notation

Paraprofessionals include Special Education, Cup'ik, Pre-K Behavior Support

G. Hiring Requirements

All employees and new hires must have a clean background check with no felonies. All employees must have a GED or High School Diploma. Official transcripts are required for salary placement. All instructional paraprofessionals must

- Have a GED or Diploma
  - Must have an AA Degree or have completed 48 semester hours in an appropriate area (Official Transcripts required)
- or
- Must have passed the Alaska Paraprofessional Test with a minimum score of 459 and

- Must have completed the Paraprofessional Checklist

Classified employees who do not meet the requirements of their positions in the FY17 school year will be held harmless through the FY18 school year.

H. Pay Step

One work year with the District will qualify an employee for one step on the salary schedule. New employees hired prior to October 1 who complete their Personnel Action Form will qualify for one step on the salary schedule. Classified employees who miss more than 45 days from their assigned duties (absent a catastrophic event or illness) will not advance an additional step if they receive a contract for the next year.

I. Rate of Holiday Compensation

Holidays shall be paid for at a straight time rate if not worked. Employees required to work on any of the holidays named in Article 19 shall be paid at the overtime rate of pay. An employee on unpaid status either the work day before or after a holiday shall not receive holiday pay.

J. Initial Pay Schedule Placement

The District reserves the right to start an employee at other than the Initial Step of the Pay Schedule if the new employee has similar experience with another agency.

**ARTICLE XIII: EXTRA DUTY JOBS**

A. Extra Duty Hiring

Classified staff, along with certified staff and members of the community, may be considered for annual extra duty positions that assist the school in meeting its academic, extracurricular, and athletic expectations.

<b>DUTY</b>	<b>STIPEND</b>
Extra-Curricular/Academic Activities Supervisor	\$4,000.00
Athletics Coordinator	\$4,000.00 or \$2,000 if there is a planning period
Spelling Bee Sponsor	\$400.00
Cross Country Running H.S.	\$2,500.00
Cross Country Running M.S./Elementary	\$1,000.00
Head Wrestling Coach	\$2,750.00
Middle School Wrestling/Elementary	\$1,500.00
Head Volleyball	\$2,250.00
Assistant Volleyball	1,000.00

Head Boys Basketball	\$3,750.00
Head Girls Basketball	\$3,750.00
Assistant Basketball Boys/Girls	\$1,750.00
7 <sup>th</sup> & 8 <sup>th</sup> Grade Basketball Boys/Girls	\$1,250.00
H. S. Native Youth Olympics	\$1,250.00
M.S. Native Youth Olympics	\$1,000.00
12 <sup>th</sup> Grade Advisor	\$1,000.00
11 <sup>th</sup> Grade Advisor/Prom	\$1,000.00
10 <sup>th</sup> Grade Advisor	\$1,000.00
9 <sup>th</sup> Grade Advisor	\$1,000.00
H.S. Student Council Advisor	\$1,000.00
M.S. Student Council Advisor	\$750.00
Elem Student Council Advisor	\$500.00
Yearbook Advisor (if not a class)	\$750.00
Battle of the Books Coordinator	\$750.00
Month School Newsletter (if not a class)	\$500.00
Qaspeq Makers	\$500.00
Other After School Activities/Club Sponsors	\$100.00 -\$1,500.00 (or more pending an MOU)
After School Hourly Wage Certified	\$35.00

Note: The District may create additional extra duty jobs, but in no event will the District be required to compensate those jobs for more than \$1,500 without a Memorandum of Understanding between the parties.

#### **ARTICLE XIV: ANNUAL LEAVE**

##### **A. Annual Leave**

All permanent 260-day and 230-day employees shall accrue annual leave at the following rates, and all permanent 260-day and 230-day employees working less than eight (8) hours, but four (4) or more hours shall accrue annual leave at the following rates on a pro rata basis:

##### 260-day Employees

0 through 5 years 15 working days per year

Over 5 years 20 working days per year

Over 10 years 25 working days per year

##### 230-day contracts

0 through 5 years 10 working days per year

Over 5 years 15 working days per year

Over 10 years 20 working days per year

Annual leave will not begin to accrue until an employee has completed a 90-day probationary period. Thereafter, the employee will accrue annual leave retroactive to the day of employment. Annual leave will not accrue while an employee is on leave without pay. Annual leave may be accrued to a total of thirty-five (35) days. Prior approval is required before annual leave days are taken. A supervisor may deny leave if the absence would adversely impact the District due to many other absences at the same time. Annual leave has cash value upon termination or resignation based on employee's regular rate of pay. Upon death of the employee, one hundred percent (100%) of the employee's unused annual leave shall be paid to the employee's estate based on the employee's regular rate of pay. This provision is not applicable when terminated for just cause. Permanent part-time employees are not eligible for annual leave. Annual leave may be used in a minimum of one (1) hour increments.

B. Holidays

All employees will receive the following paid holidays if included in their work year:

- New Year's Day
- One floating Holiday in the Spring (i.e. Good Friday)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving and the day after Thanksgiving
- Christmas Day

If any of the above holidays fall on Sunday, the following Monday shall be considered the legal holiday. When any of the above holidays fall on Saturday, the Friday immediately preceding the holiday shall be considered to be the holiday.

**ARTICLE XV: OTHER FORMS OF LEAVE**

A. Accumulation and Requests

All employees working less than 230 days each year may earn four (4) of their assigned workdays as personal leave each year cumulative to six (6) working days. Except in the case of extreme emergencies or situations in which the administrator involved and the District Superintendent shall consider as particularly extenuating, personal leave will not be granted for the first ten (10) days or last ten (10) days of the contract year. Personal

leave may not be granted on the day before and/or the day after school vacations, holidays or cultural heritage weeks without administrative approval.

B. Personal Leave

Prior approval is required before personal leave days are taken. Personal leave shall be used in a minimum of one (1) hour increments.

C. Association Leave

The Board shall provide the Association twenty (20) days per year for Association Leave for Association business. All Association leave shall have prior approval of the CESPAs president, building administrator, and Superintendent. Days beyond the twenty (20) days if approved, shall be done so with the understanding that the Association will pay the substitute costs, if any. Up to two (2) days of unused Association leave will be allowed to accumulate from year to year to facilitate negotiation years with a maximum of twenty-four (24) days to be accrued. Whenever any representative of the Association or any support employee is mutually scheduled by the School Board or the Administration and the Association to participate during the working hours for grievance proceedings, the employee shall suffer no loss in pay. Nor shall there be any leave charged to the employee or the Association.

D. Jury Duty and Military Leave

Any regularly contracted teacher or other full-time employee of the district who is required to be absent from duty pursuant to a court order, either as a witness or juror, shall receive regular salary/wage for such period of absence. The payroll adjustment will be made at the first payroll period following such service. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangement to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Any regular full-time employee who is a reservist in any branch of the armed forces or a National Guard member shall be granted time off for military training or temporary military service required during the school year. An employee requiring such leave must notify their supervisor of the training schedule as far in advance as possible. An employee requiring such leave will receive regular pay during such service, less any military pay earned during that time, for a period authorized by law. Any regular full-time employee with an active military obligation will be granted a leave of absence without pay if called to active duty within the U.S. armed services.

However, eligible employees may use any available paid time off for the absence. Employees called for active duty will be entitled to reinstatement in accordance with all applicable state and federal laws. If the employee has the option to serve military duty when school is not in session, that person shall elect that option.

E. Sick Leave

Each permanent eight (8) hour employee shall accrue sick leave from the date of employment at the rate of one and one-third (1 1/3) days per month, per pay period according to an employee's personnel action form with unlimited accumulation, regardless of status. Each employee working less than eight (8) hours shall accrue sick leave from the date of employment on a prorated basis per month with unlimited accumulation. A minimum of one hour will be used for each absence. Absences that exceed one hour will be recorded in 15-minute increments. An employee may use accrued sick leave for leave due to illness (self or members of immediate family), accidents, or non-routine medical, dental, or optical appointments. Employees will be eligible for sick leave due to personal disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery in the same manner as all other disabilities. For purposes of this section, members of the immediate family include husband, wife, father, mother, son, daughter, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, guardian, and ward and dependents living in the household. Due to extenuating circumstances, exceptions to any of the provisions contained in this section may be granted at the discretion of the Superintendent.

F. Family and Medical Leave Act

The District and the Association agree that employees in the bargaining unit are allowed to choose provisions of the Federal or Alaska Family Medical Leave Acts, notwithstanding language in the leave section of the agreement.

G. Subsistence Leave

Classified employees may utilize subsistence leave for culturally-important events not to exceed eight (8) days during the calendar year.

H. Sabbatical Leave

The Board recognizes the importance of professional development and may grant a sabbatical leave of one school year to classified employees who have a minimum of

seven years of service with the district. The approval of sabbatical leave shall be at the sole discretion of the Board. Such leaves may be approved by the Board if the sabbatical serves an educational purpose and meet all requirements of law. The selection of employees to receive sabbatical leave shall be based on the potential benefit to the district, the subject field and contribution of the candidate to education in the state, and seniority in the district. When granting sabbatical leave, the Board shall, in its sole discretion, determine the amount of leave, if any, which shall be paid by the District. The Board in its sole discretion may also grant an employee credit on the salary schedule for any leave that the Board determines was educationally or professionally beneficial to the teacher or district. The Superintendent shall establish procedures for procession and approving requests for sabbatical leave.

I. Documentation

Upon request by the District, the employee will submit proof that the sick leave was used for approved purpose(s).

**ARTICLE XVI: SICK LEAVE BANK**

A. Provisions

Bargaining unit members are eligible to participate in CESPAs Sick Leave Bank, consistent with District Policy and Alaska Law. The District will notify all bargaining unit members of the opportunity to apply into the Sick Leave Bank by September 15 except as set out below. The Board retains the sole discretion to establish, maintain, administer, continue or discontinue the Sick Leave Bank, consistent with District Policy and Alaska Law. During any period during which the District maintains the Sick Leave Bank, the usage and granting of sick leave from the bank shall be administered by CESPAs who shall hold the District harmless from any claims including claims of unfairness or impropriety in the allocation of leave from the Bank. The CESPAs Sick Leave Bank will be set up within two months of ratification. In order to utilize the sick leave bank, an employee must have contributed at least one day to the bank during the present school year.

B. Bereavement

Accrued sick leave may be used for bereavement in the event of death in the immediate family, for a maximum of ten (10) work days. This leave must be taken within ten (10)

calendar days of death of the immediate family member. For purposes of this section only, immediate family is defined as parent, spouse, child, brother, sister, grandchild, (including in-laws and step relationships) grandparent, aunt, uncle, niece, nephew, guardian, ward and dependents living in the household. In the event of the death of a colleague or student in a school where the employee works, the employee may use up to eight (8) hours of his or her accrued sick leave to attend a funeral or memorial service. Exceptions to the provisions contained in this section may be granted upon submission of the request to the Superintendent.

## **ARTICLE XVII: INSURANCE**

### **A. Commitment**

The District shall provide health insurance for employees. Classified employees may choose a coverage for themselves (Employee Only) or themselves and their dependents (Employee/Spouse, Employee/Children, Employee/Family). Health care insurance for all employees who complete their contracts shall remain in effect through May 31 of the contract year. Classified staff terminating their employment without completing their contract shall be covered through the end of the last day of the last month in which they were employed.

### **B. Life Insurance**

The District will provide life insurance in the amount equal to twice each employee's annual salary.

### **C. Accidental Death and Dismemberment Insurance**

The District will provide accidental death and dismemberment insurance in an amount, which is equal to twice each employee's annual salary.

### **D. Opt Outs**

Employees may be allowed to opt out of coverage as provided in the rules for the insurance plan. To opt out the participant must have other coverage. An employee who does not carry any level of District health coverage (EE, ES, EC, EF) may qualify for an opt out stipend as determined by the budget director.

### **E. Worker's Compensation**

The School District, being required by law to carry worker's compensation insurance on employees, agrees to cover those accidents that happen while an employee is on the job

or in any function in compliance with a direct order by a supervisor(s). A worker's compensation report must be filed in the District Office within forty-eight (48) hours of the accident. Forms shall be available in all school offices. The employee has two compensation options during any absence in conjunction with a work-related injury. The employee may choose to take either:

- Worker's compensation payments in lieu of a salary benefit and therefore retain accrued sick leave;
- or
- Worker's compensation payments and receive, through use of sick leave, additional wages up to the employee's normal gross wage. The sick leave payments will be made when the employee returns to work with no limitation.

If the employee selects this option but is unable to return to work, the employee shall be made whole from the time the employee is absent due to a work-related injury to the date the employee is terminated due to inability to return to work. An employee on worker's compensation shall accrue all leave benefits available for that position.

## **ARTICLE XVIII: GRIEVANCES**

### **A. Purpose**

The Association and the District acknowledge that it is usually most desirable for a or group of employees to resolve problems at the lowest possible administrative level through free and informal communications. However, if efforts at informal resolutions are unsuccessful, a grievance may be processed in strict compliance with the provisions as provided below in this Article. The purpose of the grievance procedure shall be to secure at the lowest possible administrative level, an equitable solution to a grievance.

### **B. Definitions**

"Grievance" shall mean a claim of alleged violation, including misrepresentation or misapplication of this Agreement by the District. "Grievant" shall mean the staff member(s) or the Association making the claim.

### **C. General Provisions**

1. The time limits as specified in the grievance procedure may be modified only upon the prior written agreement of the Superintendent and the Association.

2. Beginning with step 1 and the district shall be entitled to be represented by counsel, to present evidence, and to call and cross-examine witnesses at a grievance hearing. Each party is responsible for its own representation costs.
3. The individual shall not be required to discuss a grievance with the supervisor or the Superintendent except as provided in the grievance procedure.
4. Grievance proceedings and documents shall be confidential except that the final written decision may be made public if personal names are redacted from the document.
5. It will be the practice of all parties to process grievances after the regular workday or at other times that do not interfere with assigned duties. Upon mutual agreement by the aggrieved person, the Association representative, if employed by the District, and the Board's designated representative to hold proceedings during regular working hours, the aggrieved and the appropriate Association representative shall be allowed to participate with regular compensation in a grievance hearing held during such working hours. Nevertheless, any witness in a grievance hearing held during working hours shall be released from regular duties only for the time required to testify at a grievance hearing and not simply observe the proceedings. If in the judgment of the Superintendent, the number of employees participating in a grievance hearing may disrupt the educational program, the Superintendent may postpone the hearing until after working hours.
6. No retaliation shall be taken against the employee for legitimate participation in the grievance procedure.
7. The District shall record all grievance hearings and shall, at the request of the grievant and/or Association, provide a copy of such recording to the grievant and/or Association President for cost.
8. The formal grievance shall be in writing, signed by the grievant and shall set forth with reasonable specificity the factual basis for the grievance, the specific provision(s) of the Agreement alleged to have been violated, and the specific redress sought. The appeal of a grievance decision shall be in writing, signed by the Association President, and shall state with reasonable factual specificity the reason(s) for the appeal, and shall include a copy of the original grievance, the prior decision(s), and any prior appeal.

9. Grievance decisions shall be in writing, signed, and shall set forth the decision and the reason(s) therefore, and shall be delivered to the grievant and the Association Grievance Chair within the time period as specified.
10. Every effort will be made by both parties to present all evidence at the earliest level of the grievance procedure. Unless mutually agreed to otherwise, neither the District nor the Association may assert in arbitration proceeding evidence not previously disclosed to the other party.
11. During Christmas Break and summer closure grievant timelines shall be suspended.

D. Procedure

1. Step 1: Complaint (Informal Level) Supervisor or Responsible Administrator  
An employee with a complaint will first discuss it privately with his/her principal or immediate supervisor, either individually or accompanied by the Association representative if requested, with the objective of resolving the matter informally. Any decision at Step 1 shall not be precedent setting, must be consistent with all terms and conditions of this Contract, and the decision shall become effective only with the prior knowledge of an Association representative and the Supervisor.
2. Step 2: Immediate Supervisor or Responsible Administrator  
The grievant who claims to have a grievance shall present it in writing to the immediate supervisor or responsible administrator and the Association within thirty (30) days of the alleged violation or when the grievant became aware of the alleged violation or should have become aware of the alleged violation. The supervisor or administrator shall schedule a hearing to be held within ten (10) days after receipt of the grievance and shall notify the grievant and the Association President not less than twenty-four (24) hours in advance as to the time and place of the hearing. In the event of scheduling conflicts, the parties may alter the date and time of the meeting by mutual agreement. Agreement will not be unreasonably withheld or withheld for arbitrary or capricious reasons. The supervisor shall provide a written response within ten (10) days of the hearing.
3. Step 3: Superintendent  
If the grievance is not resolved, the Association, after its own investigation and determination as to the merits of the grievance, may appeal to the Superintendent within fourteen (14) days of receipt of the Step 2 decision. The Superintendent shall

schedule a hearing to be held within fourteen (14) days of receipt of the appeal and shall notify the Association President in writing not less than seven (7) days in advance as to the time and place of the hearing. The Superintendent shall provide a written decision within fourteen (14) days of the hearing.

4. Step 4: Binding Arbitration

- a. Appeal: If the Association in its discussion, is not satisfied with the decisions of the Superintendent at Step 3, it may within fourteen (14) days of receipt of the decision, appeal to binding arbitration by submitting a request for arbitration in writing to the Superintendent.
- b. Selection of Arbitrator: Within ten (10) days of receipt of the Association's notice of appeal from Step 3, the Superintendent shall request the American Arbitration Association to furnish a list of at least seven (7) available arbitrators. If agreement cannot be reached, the parties shall determine the right of the first name struck from the list by rolling a die. The highest number has the right to strike the first name from the list.
- c. Multiple Cases: upon selection of the arbitrator, the Superintendent shall notify the American Arbitration Association and arrange for a hearing to be held as soon as possible. In the event that several arbitration cases are pending, they will be heard according to the following priorities: (1) First priority shall be given to cases involving continuing liability (*i.e.* where back pay or pay differentials would accrue); (2) Other cases shall be given priority according to the submittal date.
- d. Rules: Except where this Article may specifically provide otherwise, any grievance subject to arbitration under this Agreement shall be submitted to arbitration under and pursuant to the existing voluntary labor arbitration rules of the American Arbitration Association.
- e. Arbitrator: The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement and shall confine the decision to a determination of the fact and an interpretation of this Agreement.

The arbitrator's award shall be final and binding on the Association and its members, the teacher or teachers involved, and the District. The decision of the arbitrator may or may not include back pay, provided, however, that any back-pay

award shall not precede the beginning of the school year during which the grievance is initially filed or six months from the date the grievance is initially filed, whichever is greater. If the arbitrator shall award back wages, the amount so awarded shall be less any unemployment compensation which the staff member would not otherwise have earned from employment.

- f. Cost and Expenses: The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript shall be born equally by the District and the Association.

E. Expenses

The expenses, wages, and other compensation of the participants, representatives and the expenses incurred in the preparation of briefs and other data shall be borne by the party incurring the expenses.

#### **ARTICLE XIX: NEGOTIATIONS**

This agreement will expire on June 30, 2021. Either party to this Contract may start negotiations by a written communication to the other party between November 15, 2020 and January 25, 2021. This request will normally be made by the representative of the Association or the Superintendent of Schools. Within twenty (20) days of receipt of the written request, the negotiations teams of the two parties shall meet at a mutually agreeable time and place unless otherwise agreed to by both parties. The aforementioned twenty-day (29) time period may be extended by mutual, written agreement of the parties.

